

MEMORANDUM OF UNDERSTANDING BETWEEN
The Benton Conservation District
And
The Franklin Conservation District

This agreement is made and entered between the Benton Conservation District and the Franklin Conservation District.

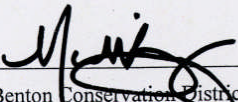
IT IS MUTUALLY AGREED THAT:

The purpose of this Memorandum of Understanding is to coordinate the functions of the Benton Conservation District and the Franklin Conservation District in carrying out the management of the Benton Conservation District. Under this agreement, Benton Conservation District will contract with Franklin Conservation District for the services of Mark Nielson, manager for the Franklin Conservation District and Heather Wendt, assistant manager for the Franklin Conservation District.

1. Administration

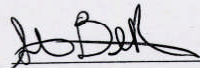
- a. The Franklin Conservation District will invoice the Benton Conservation District for wages and mileage of Mark Nielson, District Manager, to support this agreement on a monthly basis. Mileage will be reimbursed at the rate established by the State Office of Financial Management. The BCD will not employ more than 40% of Mr. Nielson's employment time. Mr. Nielson will be asked to perform due diligence on tasks regarding the management of the daily business of the Benton Conservation District, specific functions are outlined in the attached Job Description.
- b. The Franklin Conservation District will invoice the Benton Conservation District for wages and mileage of Heather Wendt, Assistant Manager, to support this agreement on a monthly basis. Mileage will be reimbursed at the rate established by the State Office of Financial Management. The BCD will not employ more than 30% of Mrs. Wendt's employment time. Mrs. Wendt will be asked to perform due diligence on tasks regarding the management of the daily business of the Benton Conservation District, specific functions are outlined in the attached Job Description.

2. Reimbursements will be made pursuant to Item 7 of the Interlocal Agreement to Share Resource between the Benton Conservation District and the Franklin Conservation District.
3. The District Manager and the Assistant Manager will provide a physical presence of at least 8 hours per week in the Prosser Office. They will also represent the Benton CD at meetings, activities, and other functions.
4. Performance Reporting will be conducted in accordance with Item 10 in the Interlocal Agreement to Share Resources between the Benton Conservation District and the Franklin Conservation District.
5. Performance Evaluations will be conducted in accordance with Item 11 in the Interlocal Agreement to Share Resources between the Benton Conservation District and the Franklin Conservation District
6. The effective date of this MOU is from January 1, 2009 through January 1, 2010. This agreement shall terminate upon 60 days notice by either party.



Benton Conservation District
1/14/09

Date



Franklin Conservation District
12/16/2008

Date