

RESOLUTION NO. 39-86

A G R E E M E N T

MASON COUNTY AND PENINSULA TOURISM COUNCIL (REGION 8)

This agreement between the COUNTY of Mason, hereinafter referred to as "COUNTY", and the Peninsula Tourism COUNCIL (Region 8), hereinafter referred to as "COUNCIL".

WHEREAS, the COUNCIL is a nonprofit tourism promotion corporation of the State of Washington; and

WHEREAS, the COUNTY is interested in the enhancement of tourism and the further development of the tourism industry within the corporate bounds of the municipal corporation; now, therefore,

In consideration of the mutual covenants and agreements herein, it is agreed by the parties as follows:

I. PERFORMANCE BY COUNCIL

A. COUNCIL shall use its capabilities to perform the following specific services:

1. As a regional agency representing the Olympic Peninsula with specific intent to aid the individual municipal entities through the attraction of additional tourism into those areas and entities of the Peninsula. This will be done in the following ways:
 - a) The COUNCIL will respond to inquiries addressed to the State of Washington, Division of Tourism, requesting information on vacation and recreation opportunities on the Olympic Peninsula.
 - b) The COUNCIL will coordinate with the State Tourism Division on behalf of the five counties of the Olympic Peninsula for the purpose of organizing and hosting familiarization tours for members of the foreign and domestic travel press and travel industry.
 - c) The COUNCIL will perform as a central clearing agency for the distribution of funds provided by the State of Washington and collected from the various public agencies to assure the proper distribution and expenditure of the funds to support tourism activities and enhancement of the tourism industry on the Olympic Peninsula.
 - d) COUNCIL will provide volunteer support to the Washington State Division of Tourism at those trade and travel shows which the Division of Tourism attends for the purpose of distribution information about the Olympic Peninsula and its recreational opportunities.
 - e) COUNCIL will undertake a generic advertising campaign in 1986 promoting the attractions of the entire Peninsula. This campaign will focus specifically on the visitors to EXPO '86 in Vancouver, BC, and will urge visitors to EXPO '86 to return home via the Olympic Peninsula. The COUNCIL will distribute its EXPO '86 printed literature on the Washington State Ferry System, the British Columbia Ferry System, and at a series of land-based sites throughout B.C. and Washington State.

- f) COUNCIL will provide a status report on a periodic basis which will, in summary form, provide the municipal corporation with a listing of accomplishments, intended programs, and budgetary review.
- B. The COUNCIL will submit through the Auditor and to the COUNTY Commissioners monthly reports specifying the exact amount of COUNTY monies expended for each authorized activity; and supported by attached bills, receipts or other documentation.
- C. The COUNCIL will hold the COUNTY harmless from all claims of every kind and character arising out of or in any way connected with the services given by it for the COUNTY.
- D. It is understood that the COUNCIL is an independent contractor and is not an agent of the COUNTY, and all personnel used by the COUNCIL in connection with the rendering of services contemplated by this contract shall be employees of the COUNCIL and not the COUNTY, and shall have no claim against the COUNTY for compensation or other benefits available to the employees of said COUNTY.

II. PERFORMANCE BY THE COUNTY

The COUNTY will pay the COUNCIL for the services to be performed under this contract for the 1986 calendar year, a sum not to exceed \$3,000 to be paid monthly on vouchers to be presented by the COUNCIL to the COUNTY at the close of each month with the monthly report. Funds paid for such services will be used to furnish only the services contemplated by this contract and will not be diverted by the COUNCIL to any other person or used for any other purpose. COUNCIL records of receipt and expenditure of such funds will be made available on request to COUNTY official and the State Auditor for review.

III. TERM

- A. This agreement shall be in effect for calendar year 1986.

IV. ASSIGNMENT

- A. This contract may not be assigned by either party to the agreement, except by signed amendment by both parties.
- V. This Agreement may be terminated, upon sixty (60) days' notice for any material breach of any of the terms of this Agreement by either party. After receipt of notice and before termination, the party in default may cure the defect, in which case this Agreement shall continue in force for the full term.

PENINSULA TOURISM COUNCIL

Theodor M. Joz
President

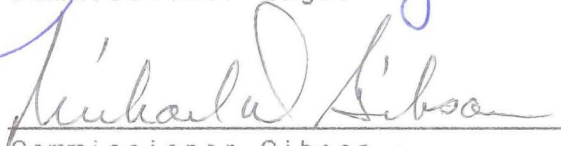
5/2/86
Date

Dated this 6th day of May, 1986.

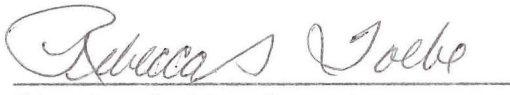
BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON


Chairperson McGee


Commissioner Eager


Commissioner Gibson

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:


Deputy Prosecutor
Mason County