

RESOLUTION NO. 10-94



AGREEMENT

MASON COUNTY TOURISM COUNCIL

This agreement between Mason County, hereinafter referred to as "COUNTY," and Mason County Tourism Council, a nonprofit organization, hereinafter referred to as the "TOURISM COUNCIL."

WITNESSETH:

That in consideration of the terms and conditions contained herein, the parties hereto covenant and agree as follows:

I. The TOURISM COUNCIL agrees to provide the following service to the COUNTY as outlined in RCW 67.28.210:

"...paying all or any part of the cost of acquisition, construction, or operating of stadium facilities, convention center facilities, performing arts center facilities, and/or visual arts center facilities or to pay or secure the payment of all or any portion of general obligation bonds or revenue bonds issued for such purpose or purposes under this chapter, or to pay for advertising, publicizing, or otherwise distributing information for the purpose of attracting visitors and encouraging tourist expansion."

II. The TOURISM COUNCIL will submit to the COUNTY an annual report specifying the exact amount of COUNTY'S monies expended for each authorized activity.

III. The TOURISM 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.

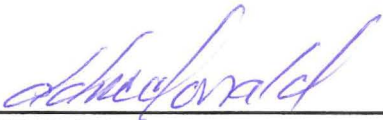
IV. It is understood that the TOURISM COUNCIL is an independent contractor and is not an agent of the COUNTY, and all personnel used by the TOURISM COUNCIL in connection with the rendering of services contemplated by this contract shall be employees of the TOURISM COUNCIL and not the COUNTY, and shall have no claim against the COUNTY for compensation or other benefits available to the employees of said COUNTY.

V. This agreement shall be for a term of one year beginning January 1, 1994.

VI. The COUNTY will remit Hotel/Motel funds to the TOURISM COUNCIL for the services to be performed under this contract on a quarterly basis as these funds become available. Funds paid for such services will be used to furnish only the services contemplated by this contract and will not be diverted by the TOURISM COUNCIL to any other person or used for any other purpose. TOURISM COUNCIL records of receipt and expenditure of such funds will be made available on request by County officials and the State Auditor for review.

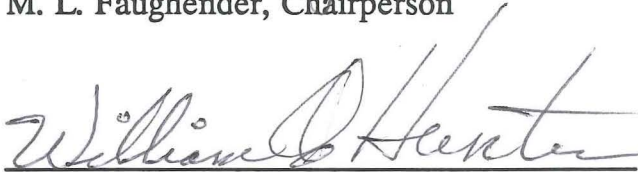
Dated this 11th day of Jan., 1994.

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON


PRESIDENT


M. L. Faughender, Chairperson

1-17-94
DATE

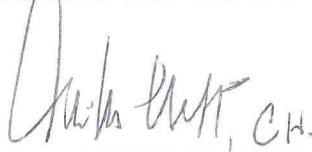

William O. Hunter, Commissioner


Laura E. Porter, Commissioner

ATTEST:


Rebecca S. Rogers, Clerk of the Board

APPROVED AS TO FORM:


Deputy Prosecuting Attorney
Michael Clift

c: File
Accounting Dept (2)
Treasurer
Dir Admin Services
Mason County Tourism Council
J:\contract\tourisms