

RESOLUTION NO. 18-95

A G R E E M E N T

MASON COUNTY & MASON COUNTY ECONOMIC DEVELOPMENT COUNCIL

THIS AGREEMENT between MASON COUNTY, hereinafter referred to as "COUNTY", and the MASON COUNTY ECONOMIC DEVELOPMENT COUNCIL, a nonprofit corporation, hereinafter referred to as the "COUNCIL".

W I T N E S S E T H:

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

- I. THE COUNCIL agrees to provide services to COUNTY as follows:
  - A. Market the industrial potential of the COUNTY via advertising, promotional presentations, personal contact and mailings.
  - B. Develop and maintain liaisons with Private Industrial Council and Employment Security Department which provide training programs for the unemployed workers of the COUNTY.
  - C. Encourage the relocation and/or establishment of environmentally and financially sound industry in the COUNTY.
  - D. Seek alternatives for financing the efforts of the COUNCIL.
  - E. Inform businesses of the various government services, programs and financial resources available to them in Mason County.
  - F. Perform all other activities consistent with the Bylaws of the MASON COUNTY ECONOMIC DEVELOPMENT COUNCIL.
- II. The COUNCIL will submit through the Auditor and to the County Commissioners quarterly reports specifying the exact amount of COUNTY monies expended for each authorized activity; the number of trips or other relevant factors involved therein; and supported where possible by attached bills, receipts or other similar documentation.
- III. 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.

- IV. 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.
- V. This agreement shall be for a term of one (1) year, beginning January 1, 1995, and renewable for additional one-year terms by mutual written consent of the parties.
- VI. The COUNTY will pay the COUNCIL for the services to be performed under this contract of the 1995 calendar year, a sum not to exceed EIGHTEEN THOUSAND SIX HUNDRED DOLLARS (\$18,600) to be paid quarterly on vouchers to be presented by the COUNCIL to the COUNTY at the close of each quarter with the quarterly 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 reasonable request to COUNTY officials and the State Auditor for review.

DATED this 28<sup>th</sup> day of February, 1995.

MASON COUNTY ECONOMIC  
DEVELOPMENT COUNCIL

BOARD OF COUNTY COMMISSIONERS  
MASON COUNTY, WASHINGTON

Mary Remington  
Director President

Absent  
William O. Hunter, Chairperson

2/11/95  
Date

M. L. Faughender  
M. L. Faughender, Commissioner

APPROVED AS TO FORM:

Mike Cliff, CHIEF  
Deputy Prosecuting Attorney  
Mike Cliff

Mary Jo Cady  
Mary Jo Cady, Commissioner

ATTEST:

Rebecca S. Rogers  
Rebecca S. Rogers, Clerk of the Board

c: File  
Accounting (2)  
Treasurer  
Admin Serv Dir  
EDC  
J:/contract/edc