

RESOLUTION NO. 36-95

AGREEMENT

This agreement between Mason County, hereinafter referred to as "COUNTY," and Shelton/Mason County Chamber of Commerce, a nonprofit organization, hereinafter referred to as the "SHELTON C of C."

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. SHELTON C of C 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 SHELTON C of C will submit to the COUNTY an annual report specifying the exact amount of COUNTYS monies expended for each authorized activity.

III. The SHELTON C of C 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 SHELTON C of C is an independent contractor and is not an agent of the COUNTY, and all personnel used by the SHELTON C of C in connection with the rendering of services contemplated by this contract shall be employees of the SHELTON C of C 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, 1995.

VI. The COUNTY will remit Hotel/Motel funds to the SHELTON C of C 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 SHELTON C of C to any other person or used for any other purpose. SHELTON C of C 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 28th day of March, 1995.

SHELTON/MASON COUNTY CHAMBER
OF COMMERCE

Karl Lynn G. Kern, President
Samuel A. Walker, Esq. Dir
Director

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

William O. Hunter
William O. Hunter, Chairperson

3/21/95
Date

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

Mary Jo Cady
Mary Jo Cady, Commissioner

ATTEST:

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

C: File
Accounting (2)
Admin Serv Dir
Treasurer
Shelton/Mason C of C
J\contract\shchambr

APPROVED AS TO FORM:

Michael Clift
Deputy Prosecuting Attorney
Michael Clift