

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:

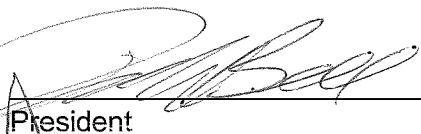
- I. THE COUNCIL agrees to provide services to COUNTY as follows:
 - A. Market the industrial potential of the COUNTY via advertising, promotional presentations, personal contact and mailings.
 - B. Develop and maintain liaisons with Private Industrial Council and Employment Security Department which 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. The COUNCIL agrees that any shared information from Mason County and/or the Washington State Department of Revenue is subject to the confidentiality provisions of RCW 82.32.330 and to abide by those provisions.
- V. 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.
- VI. This agreement shall be for a term of one (1) year, beginning January 1, 1999, and renewable for additional one-year terms by mutual written consent of the parties.
- VII. The COUNTY will pay the COUNCIL for the services to be performed under this contract for the 1999 calendar year, a sum not to exceed FIFTEEN THOUSAND DOLLARS (\$15,000). 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 9th day of March, 1999.

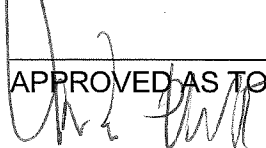
MASON COUNTY
ECONOMIC DEVELOPMENT COUNCIL

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON



President

APPROVED AS TO FORM:

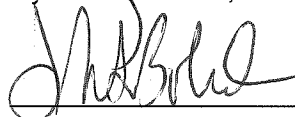


Chief Deputy Prosecuting Attorney
Michael Clift

c: File
Accounting (2)
Treasurer
Budget & Finance
EDC
J:/contract/edc



Cynthia D. Olsen, Chairperson

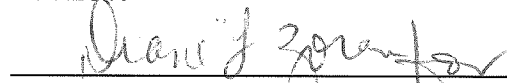


John A. Bolender, Commissioner



Mary Jo Cady, Commissioner

ATTEST:



Rebecca S. Rogers, Clerk of the Board