

RESOLUTION NO. 34-03

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 the 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 the Private Industrial Council and the Employment Security Department 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. Facilitate formulation of a shared vision and specific goals among economic development stakeholders for a comprehensive economic strategy for the county.
 - G. Perform all other activities consistent with the Bylaws of the MASON COUNTY ECONOMIC DEVELOPMENT COUNCIL.
- II. The COUNCIL will submit 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; and bills, receipts or other documentation supporting these expenditures.
- 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, 2003, and shall be renewable for additional one-year terms by mutual written consent of the parties.
- VII. The COUNTY will pay the COUNCIL a sum not to exceed TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500) for the services to be performed under this contract for the 2003 calendar year. Funds paid for these 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 25th day of March, 2003.

MASON COUNTY
ECONOMIC DEVELOPMENT COUNCIL


BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

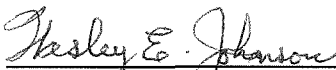


President



Herb Baze, Chairperson

APPROVED AS TO FORM:




Wesley E. Johnson, Commissioner

Chief Deputy Prosecuting Attorney
Michael Cliff



Jayni Kamih, Commissioner

c: File
Accounting
Budget & Finance
EDC
J:/contract/edc

ATTEST:


Rebecca S. Rogers, Clerk of the Board