

RESOLUTION NO. 38-93

AGREEMENT

This agreement between Mason County, hereinafter referred to as "COUNTY," and North Mason Chamber of Commerce, a nonprofit organization, hereinafter referred to as the "NORTH MASON C OF C."

WITNESSETH:

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

I. The NORTH MASON 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 NORTH MASON C of C will submit to the COUNTY an annual report specifying the exact amount of COUNTY'S monies expended for each authorized activity.

III. The NORTH MASON 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 NORTH MASON C of C is an independent contractor and is not an agent of the COUNTY, and all personnel used by the NORTH MASON C of C in connection with the rendering of services contemplated by this contract shall be employees of the NORTH MASON 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, 1993.

VI. The COUNTY will remit Hotel/Motel funds to the NORTH MASON 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 NORTH MASON C of C to any other person or used for any other purpose. NORTH MASON 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 <sup>13<sup>th</sup></sup> ~~23<sup>rd</sup>~~ day of <sup>April</sup> ~~February~~, 1993.

NORTH MASON CHAMBER OF  
COMMERCE, NORTH MASON  
VISITOR INFORMATION CENTER

Carae Wendlandt  
Chairman

BOARD OF COUNTY COMMISSIONERS  
MASON COUNTY, WASHINGTON

William O. Hunter  
William O. Hunter, Chairperson

March 19, 1993  
Date

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

Laura E. Porter  
Laura E. Porter, Commissioner

ATTEST:

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

- C: Clerk of the Board
- Budget Director
- Accounting (2)
- Treasurer
- North Mason Chamber of Commerce
- 3w\contract\nmchamb

APPROVED AS TO FORM:

Michael Clift, CHIEF  
Deputy Prosecuting Attorney  
Michael Clift