

A G R E E M E N T

MASON COUNTY TOURISM COUNCIL

THIS AGREEMENT between Mason County, hereinafter referred to as "COUNTY", and the Mason County Tourism Council, a nonprofit organization, 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 tourism potential of the COUNTY via advertising, promotional presentations, personal contact and mailings.
  - B. Encourage the establishment of environmentally and financially sound tourism attractions in the COUNTY.
  - C. Seek alternatives for financing the efforts of the COUNCIL.
  - D. Inform individual and businesses of the various tourism services, programs and resources available to them in Mason County.
- 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; 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, 1990, 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 1990 calendar year, a sum not to exceed SEVEN THOUSAND FIVE HUNDRED (\$7,500.00) DOLLARS to be paid monthly on vouchers to be presented by the COUNCIL to the COUNTY at the close of each month with the monthly 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 request to County officials and the State Auditor for review.

DATED this 13th day of February, 1990

MASON COUNTY TOURISM COUNCIL

Merv Settle  
Merv Settle, Chairman

\_\_\_\_\_  
Date

BOARD OF COUNTY COMMISSIONERS  
MASON COUNTY, WASHINGTON

Michael D. Gibson  
Michael D. Gibson  
Chairperson

William O. Hunter  
William O. Hunter  
Commissioner

Annette S. McGee  
Annette S. McGee  
Commissioner

ATTEST:

Rebecca S. Rogers  
Clerk of the Board

APPROVED AS TO FORM:

1. J. W. [Signature]  
Deputy Prosecutor

c: File  
Accounting (2)  
Treasurer  
Mason County Tourism Council  
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