

INTERLOCAL AGREEMENT
FOR
MANAGEMENT SERVICES

This Agreement is made this 31st day of December, 2015, effective January 1, 2016 ("effective date"), pursuant to RCW 39.34.030 et seq., and RCW 53.080.240 between the Port of Ilwaco (Ilwaco), a Port District of the State of Washington, and the Port of Chinook (Chinook), a Port District of the State of Washington. In this Agreement, the two Ports are referred to collectively as "the Ports" or "the Parties".

WHEREAS, by the authority granted in RCW 39.34.030 et seq. units of local government may enter into agreements with other units of local government, and by RCW 53.08.240 Ports may enter into agreements with other Ports, for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform; and

WHEREAS, the Port of Ilwaco has the personnel, expertise and resources to manage the Port of Chinook facilities; and

WHEREAS, the Parties anticipate that the provision of management services by Ilwaco promotes the cost-effective and efficient use of public resources; and

WHEREAS, the Commissions of both Ports will remain accountable to the constituents in their respective Districts and believe cooperative efforts between the Ports best serves their common purposes, communities and users; and

WHEREAS, both Ports share the common interest of supporting commercial and recreational fishing given their importance to our local and regional economy and heritage of our coastal community.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties desire to enter into an agreement setting forth the provision of management, labor, and internal bookkeeping and auditing services as more fully described herein, and defining legal relationships and responsibilities as follows:

A. MAINTENANCE OF POLITICAL AUTONOMY

1. Each Port will continue to have its independent authority to maintain its own political autonomy and its own fee structure. This Agreement shall not constitute nor be interpreted to constitute a delegation by either Party to the other of legislative authority.
2. This Agreement cannot and does not by implication or operation constitute a merger of the two Port Districts.
3. Each Port shall maintain separate bank accounts and there shall be no co-mingling of funds of either party. Any inadvertent co-mingling shall create a debtor-creditor relationship between the Ports as to the co-mingled funds.
4. The assets, funds and indebtedness of each Port will remain separate at all times.

5. This Agreement is a contract for services provided by Ilwaco for the benefit of Chinook. Services shall include the use of Chinook property. Nothing contained in this Agreement shall be construed to constitute the transfer of title to any property.
6. Each Party shall be solely responsible for its own acts, and those of its employees and elected officials under this Agreement. No Party shall be responsible or liable for consequential damages to another Party arising out of providing services under this Agreement.
7. Neither Party shall have, as a consequence of this Agreement or any actions under it, any obligation whatsoever for any matter related to the other that occurred prior to the commencement of this Agreement.
8. Chinook shall have the right and obligation to review and approve, and continue to have the responsibility for executing all federal, state and county reports required of Chinook, even if prepared by Ilwaco.

B. MINIMUM REQUIREMENTS FOR JOINT POLITICAL ACTION

1. In addition to their separate meetings, there shall be a minimum of semi-annual joint meetings of the Port Commissions or their appointed committees, to assist management in monitoring the Agreement, to assist in monitoring management, and to provide a forum for public comments. By resolution the Commissions may delegate these responsibilities (including the meetings) to committees designated to this purpose, but resolutions delegating the responsibility for joint meetings of the Commissions shall not be effective until such resolutions to this effect have been approved by both Commissions.

C. SHARED RESPONSIBILITIES

1. Allocation of responsibilities under this Agreement is an organizational tool. The parties understand that all rights have commensurate responsibilities, and all responsibilities have commensurate rights. It is not possible to specifically define every responsibility as that of one or the other.
2. The following responsibilities, some of which are political or quasi-political, are the joint responsibility of the Ports, and shall not be subject to compensation under this Agreement:
 - a. Chinook and Ilwaco will cooperate and coordinate their efforts to manage Chinook's operation if consistent with available resources provided for in Chinook's duly approved budget.
 - b. Ilwaco may represent Chinook in the community, and at large, as approved by both Commissions.
 - c. The Pacific County Treasurer will serve as the Treasurer of each Port, provided there is mutual consent of the Treasurer and both Ports.
 - d. Ilwaco and Chinook will make available and transfer all program service and accounting records as required by law, or as needed, to execute the Agreement.

- e. Chinook and Ilwaco will coordinate to develop and implement inclusive operational and Port management services for Chinook (and Ilwaco, if appropriate), including processes to account for those services for which compensation is required under this Agreement.
 - f. Where joint or collaborative efforts are unauthorized, impractical or unavailable management will make their best efforts to advise both commissions.
3. It is understood that it is impossible to ascertain in advance the exact nature and amount of services that may be provided pursuant to this Agreement, and that in the course of the sharing of resources, Ilwaco may from time to time benefit from services provided by Chinook. To the extent that a definitive fee and rate structure has not been completed at the time this Agreement is made, the Ports shall work together to continue to develop such structures, which shall from time to time be adopted as part of this Agreement. The fact that a particular service was not contemplated and priced ahead of time shall not mean it is not included or that compensation is not required.
 4. In administering this Agreement, Ilwaco and Chinook have stated certain assumptions/recommendations, which are set forth in the Schedule of Assumptions. The Schedule of Assumptions is not considered to be an enforceable part of this Agreement.
 5. The Commissions of both Ilwaco and Chinook shall authorize and delegate responsibilities as necessary for Ilwaco staff to carry out the provisions of this Agreement. Initial Delegations are set forth in the Schedule of Delegations.

D. ILWACO RESPONSIBILITIES

1. Ilwaco will undertake all management activities for Chinook, including collecting and accounting for all revenue and filing all required reports; providing maintenance services within the parameters of Chinook's budget; facilitating the annual budget process; coordinating with the Chinook Commission to prepare and facilitate all public meetings, including the preparation of agendas, minutes and meeting materials, and providing monthly reports to Chinook as necessary or as requested by Chinook; all as detailed further in the Schedule of Services attached hereto. The priorities of work to be performed must be established by agreement between Chinook Commission and Ilwaco management, and documented in the Minutes of the Chinook Board Meetings.
2. Ilwaco will maintain all Chinook accounts in existing separate accounts, and will budget, report and account for the funds separately from the funds of Ilwaco. Chinook funds will be spent as directed by the Chinook Commission and/or as within the established budget. If funding is not received, the services or repairs budgeted will not be performed. Ilwaco will be fiscally responsible for expenditures occurring after the effective date of this Agreement, unless the expenditure is made pursuant to the express directive of the Chinook governing Board.
3. Ilwaco shall perform all internal accounting and, if specifically approved by the Chinook Commission, Port related audit series in accordance with RCW 53.36.010.
4. Notwithstanding the foregoing, Ilwaco will not complete or be responsible for historical financial reporting or compliance matters. Chinook will assume the entire responsibility for

the completion of its 2015 annual report to be filed with the State Auditor.

5. Data retention and reports generated by Ilwaco shall be maintained in Ilwaco. If an offsite backup is desired for Chinook, Chinook will be responsible to compensate Ilwaco for the service. It is understood not all files and records are retained electronically and any originals or copies of files necessary to be compliant with all laws and regulations shall be reasonably secured on Chinook's behalf. Any expenses incurred by Ilwaco to comply with the Washington Public Records Act on Chinook's behalf will be considered additional responsibilities beyond the scope of the services herein, and shall be paid by Chinook as an additional cost.

E. CHINOOK RESPONSIBILITIES

1. Chinook shall compensate Ilwaco for services as specified in this Agreement, as it may be amended, or as agreed in advance by Chinook. In the event of an emergency Chinook shall be responsible for payment of all additional services and materials necessary to respond to the emergency.
2. Chinook will adopt policies and procedures in compliance with all applicable laws and regulations, and will, to the extent feasible make its rules and policies match Ilwaco's for consistent management and compliance at both Ports.
3. Chinook will indemnify, defend and hold Ilwaco harmless for any inappropriate expenditure of funds by Chinook identified by any state or federal agency, which occurred prior to the effective date of this Agreement.
4. Chinook will indemnify, defend and hold Ilwaco harmless for any non-compliance with state regulations existing at the Chinook fueling station both prior to the effective date of this Agreement, and after the effective date that compliance can reasonably be achieved.
5. Chinook shall execute all written authorizations and delegations of authority (excluding delegations of legislative authority) necessary for Ilwaco staff to effectively manage and operate Chinook facilities. Initial Delegations are set forth in the Schedule of Delegations.
6. Prior to the effective date of this agreement, Chinook will terminate all employees. Employees will be paid all compensation due them in the normal course of payroll processing. Chinook will also transfer all program service and accounting records as required by law.
7. Chinook will pay Ilwaco an annual fee for management and operation services, with the fee being equal to the salaries and overhead for those Ilwaco employees providing services to Chinook, multiplied by the percentage of time that employee is allocated to spend on services for Chinook. The schedule of Ilwaco employees, salaries, overhead, and percent of time allocated to Chinook is attached as the Schedule of Overhead. Rates will change annually for Ilwaco. This schedule will be adjusted annually as part of the budget adoption process for Chinook. Payment of the management and operation fees will be made in 12 equal installments. If Chinook has inadequate funds to pay for services for the preceding month, then the account will be carried as delinquent.

8. Services provided will be inclusive of labor, operational and financial management, an internal shared Port Auditor, internal accounting services including but not limited to A/R, A/P, payroll and reporting and filing of future state and government reports (including annual reports), organization of Commission and public meetings, and other administrative duties as may arise.
9. Chinook shall also pay Ilwaco an allowance for supplies, mileage, etc. at the IRS rate for mileage on local services. Amount will be adjusted annually as part of the budget adoption process for Chinook. For management travel outside Pacific County (as approved by Chinook in advance) on behalf of both Chinook and Ilwaco, Chinook will pay 33% of the cost. If authorized travel is for Chinook alone, Chinook will pay 100%.
10. Chinook will review, and be responsible for executing, all state and county required reports prepared by Ilwaco on Chinook operations. For reports covering any period prior to the effective date of this Agreement, Chinook will hold Ilwaco harmless from any claim or liability arising from the report. Chinook will also hold Ilwaco harmless for any financial decision made by Chinook and implemented by Ilwaco pursuant to the directive of Chinook's governing Board.
11. Chinook shall continue to have the responsibility for all of its obligations not assumed by Ilwaco under this Agreement.

F. PROPERTY

1. The use of property is intended to fall within the services provided and compensated under this Agreement.
2. Chinook will allow Ilwaco to use the current Chinook office at no cost for management and operations of Chinook and for shared management and operations of Chinook and Ilwaco.
3. In order to maximize the efficiencies and cost savings contemplated by this Agreement, certain equipment, supplies, tools and office furnishings owned by Chinook are being transferred to Ilwaco and may be used by Ilwaco in the administration of this Agreement. A Schedule of Transferred Property is attached. Items not transferred are the 8" suction dredge and backhoe, as designated on the referenced Schedule. Chinook property shall be used:
 - a. in the operations of Chinook;
 - b. in the operations of either Port for the benefit of both Ports; or
 - c. inside the Chinook boundaries.

If property of Chinook is used otherwise, such use shall be compensated by Ilwaco. Notwithstanding the foregoing, compensation for other use of Chinook property by Ilwaco may be made by substantially equivalent use of Ilwaco property for the benefit of Chinook.

4. Included within the services provided by Ilwaco are consumable office supplies, consumable maintenance supplies, and consumable small tools, used in providing services. The cost of these supplies shall be included in the rates agreed between the parties. Ilwaco may from

time to time provide Ilwaco equipment for the benefit of Chinook as part of the services provided under this Agreement. Ilwaco may from time to time direct Chinook to purchase other property in Chinook's own name.

4. All property purchased at any time with Chinook funds shall remain the property of Chinook. Nothing contained herein shall preclude Chinook property from being stored or maintained at Ilwaco, or vice versa. On termination of this agreement, such equipment and furnishing that remain operable will be returned to Chinook together with any additional supplies purchased by Ilwaco with Chinook funds.

G. INDEMNITIES

1. At all times during this Agreement, to the fullest extent permitted by law, Chinook shall defend, indemnify, reimburse and hold harmless Ilwaco from and against any and all claims, demands, fines, damages for bodily injury and damage to property, to the extent caused by Chinook or otherwise the responsibility of Chinook but for this Agreement. The duty to defend shall arise immediately and shall include, but not be limited to, all fees and costs of any arbitration, mediation or other settlement efforts, the costs of any experts retained to assist with the defense, the cost of trial preparation.
2. Chinook will also hold Ilwaco harmless for any financial decision made by Chinook and implemented by Ilwaco pursuant to the directive of Chinook's governing Board.
3. At all times during this Agreement, to the fullest extent permitted by law, Ilwaco shall defend, indemnify, reimburse and hold harmless Chinook from and against any and all claims, demands, fines, damages for bodily injury and damage to property, to the extent caused by Ilwaco or otherwise the responsibility of Ilwaco but for this Agreement. The duty to defend shall arise immediately and shall include, but not be limited to, all fees and costs of any arbitration, mediation or other settlement efforts, the costs of any experts retained to assist with the defense, the cost of trial preparation

H. INSURANCE

1. At all times during the term of this Agreement, Ilwaco shall maintain insurance sufficient to comply with at least minimum limits for federal and state regulations including Workers Compensation, and Property Damage insurance, and general liability coverage including vehicular coverage, with a combined single limit of not less than \$1,000,000, and property insurance with reasonable deductibles and co-insurance provisions, and shall name Chinook as an additional insured in its general liability policy. In addition, Ilwaco will maintain fidelity bonds for all staff handling Chinook funds.
2. At all times during the terms of this Agreement, Chinook shall maintain general liability insurance coverage including vehicular coverage, with a combined single limit of not less than \$1,000,000, as well as all other statutorily required insurance coverage, and property insurance with reasonable deductibles and co-insurance provisions, and shall name Ilwaco as an additional insured in its general liability policy. Chinook will also provide such additional insurance as Ilwaco's insurer may deem necessary to protect Ilwaco from the operation of the Chinook fueling station.

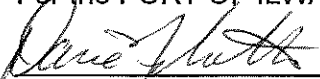
I. MISCELLANEOUS PROVISIONS


1. This Agreement shall be effective upon execution by the last signatory or at 12:01 a.m. January 1, 2016, whichever is later, and remain in effect until December 31, 2019, or upon earlier termination as authorized in this Agreement. If terminated early by Chinook, Chinook will pay Ilwaco a termination transfer fee to reimburse Ilwaco for the time and expense involved in transferring assets and accounts in the amount of \$2,000 or as determined by mutual agreement of the Parties.
2. Either Party may terminate its participation by providing ninety (90) days written notice to the other Party. Any amounts due and owing by a terminating Party shall continue as a debt and shall be paid within twenty-one (21) days of termination.
3. Each Party is an independent contractor and there is no employment relationship between the Parties.
4. Each Port shall continue to comply with all applicable local, state and federal regulations and laws.
5. Notwithstanding any provision of this Agreement, neither Ilwaco nor Chinook shall be authorized to perform or receive or pay for any service which is not authorized by the laws of the State of Washington.
6. This Agreement shall be governed by the laws of the State of Washington. Any action commenced in connection with this Agreement shall be in the Superior Court of Pacific County.
7. Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or when deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the Manager of each respective Port.
8. Time is of the essence in the performance of the terms of this Agreement.
9. This Agreement contains the entire understanding of the Parties and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to the subject matter of this Agreement.
10. This Agreement may be modified or amended by mutual agreement of the Port Commissions at any time. However, the Parties shall not waive, alter, modify, supplement or amend this Agreement without a written instrument signed by both Parties. The Parties contemplate that the Agreement may require modification or amendment as the services necessary to be provided and cost for those services are clarified over the term of the Agreement. The Parties understand that the services provided by this Agreement may evolve as the Agreement matures, and may change in quantity depending on the amount of work required, particularly seasonal and emergency work. These kinds of changes are not the type of changes that require prior Board approval.
11. In the event that a dispute arises under or related to the terms of this Agreement including, but not limited to, its enforcement or interpretation, the Parties agree to meet and confer to

attempt to resolve the dispute through the Executive Director of Ilwaco and Chair of each Port Commission prior to the initiation of litigation.

12. The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
13. Ilwaco and Chinook are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

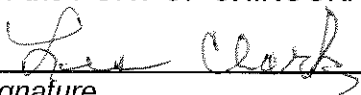
For the PORT OF ILWACO:




Signature


Title

For the PORT OF CHINOOK:



Signature


Title

Attest:



Tricia Needham, Auditor, Port of Ilwaco

Schedule 1 - Assumptions

SCHEDULE OF ASSUMPTIONS

Ilwaco intends to hire Chinook's current Port Manager to serve as Chinook's Marina Manager as an employee of Ilwaco.

The Ilwaco Manager will continue to work at the direction of Ilwaco's Commission, per their delegation of authority, and through it, oversee the management of Chinook.

Ilwaco recommends that Chinook appoint the Ilwaco Auditor to also serve as their internal Auditor. If so selected, the Auditor will serve independently and be directly accountable to Chinook.

The initial cost estimate for total services provided by Ilwaco is approximately \$160,000 per year.

Schedule 2 – Services/Overhead

2016 Rate and Fee Schedule*

Service Provided	Rate/Fee
Administrative Oversight ¹	\$1,667 per month
Accounting/Administrative Services ²	\$26,989.20 per year, pro-rated to \$2,249.10 per month for a maximum of 70 hours per month for a Port of Ilwaco employee. Additional time is \$32.13 per hour.
Maintenance Services ³	\$20,126.40 per year, pro-rated to \$1,677.20 per month for a maximum of 56 hours per month for a Port of Ilwaco employee. Additional time is \$29.95 per hour.
Marina Manager/Harbormaster ⁴	\$70,073.85 per year, pro-rated to \$5,839.49 per month for a maximum of 173.33 hours per month for a Port of Ilwaco employee; the equivalent of 40 hours per week annually. Additional time is \$33.69 per hour.
Administrative Disposables ⁵	\$210 per month minimum charge (\$2,500 annual budget)
Software/IT ⁶	\$292 per month charge (\$3,500 annual budget)
Travel for Marina Services	IRS rate - itemized and billed monthly (\$1,500 annual budget)
Travel – Professional Administrative	33% of IRS rate on mileage, lodging, airfare and related travel expenses – itemized and billed monthly (\$2,500 annual budget).
Summer Employee – Chinook Marina	\$20 per hour (\$4,000 annual budget)
Professional Accounting Services – External	Billed at cost (\$5,000 annual budget)
Maintenance materials, supplies and any other direct expenses.	Billed at cost, including any associated shipping, tax or delivery fee.

1. Administrative Oversight – a set fee for services of Ilwaco’s Port Manager and Finance Director. This is a set fee and does not specify actual hours. These hours will vary from month to month and the monthly fee is the result of proration of a \$20,000 annual charge. For reference, this equates to about 30 hours per month total for both the Port Manager and Finance Director/Auditor.
2. Accounting/Administrative Services – an annual fee for accounting and administrative services provided to the Port of Chinook. A maximum of 70 hours per month is budgeted and any additional hours billed at the hourly rate. The location of the services will be in Ilwaco with dispatch to Chinook to be determined.
3. Maintenance Services – An annual fee for maintenance of Port facilities. A maximum of 56 hours per month is budgeted and any additional hours billed at the hourly rate. The minimum payment is based on budgeting for a shared services.

4. Marina Manager/Harbormaster Services – An annual fee for a marina manager/harbormaster for Chinook's facilities. A minimum monthly fee of \$5,840 will be charged based on a 40 hour work week. A maximum of 40 hours per week is budgeted and any additional hours billed at the hourly rate. (Note – this position may be converted to salary and additional hours would not be charged.)
5. Administrative Disposables – A minimum charge of \$210 per month will be charged for office related supplies, copies, postage, etc. An Itemization of monthly charges will be provided to Port of Chinook and any amount exceeding the minimum allowance will incur an additional charge at cost.
6. Software/IT – A minimum charge of \$292 per month will be charged for software and technology upgrades necessary to perform services to the Port of Chinook. The charge is equivalent to \$3,500 annually. If additional products or services exceed the budget Chinook will be directly billed for them whether in full or pro-rated between the Ports.

Actual hours include the pro-rated portion of paid holidays, sick and vacation time. Calculations are based on 2,080 work hours per year and include full benefits.

*Rates and fees are subject to change at any time with a 60 day advance notice. Fees will be updated annually, effective January 1st of each year, as provided in the budgeting process.

Schedule 3 – Transferred Property

PORT OF CHINOOK SUPPLY / EQUIPMENT INVENTORY

As of December 29, 2015

Port of Chinook Property Specifically Not Transferred to Port of Ilwaco:

1 John Deere 310G Backhoe tractor

YM – 32 32' 8in hydraulic suction dredge

Port of Chinook Property Transferred to Port of Ilwaco:

OUTSIDE:

16' aluminum Skiff

25 horsepower 2002 Honda outboard engine BF25A

OFFICE:

1 HP Color laserJet CM1312nfi MFP

1 Canon imageCLASS MF 4570dw copier/printer

1 HP 2311x Monitor

1 HP Pavilion p7 1446s PC with keyboard

1 HP laptop computer Serial#CMD60363NP

2 Verifone Vx 510LE "UMS Banking" 1 in office 1 in fuel shed

- 1 Lorex EC02h.264 8 ch. Digital video recorder
- 1 Samsung video monitor Serial#Z4S0HCPD400526Y
- 6 Lorex security cameras
- 1 Scotch TL901 laminating machine
- 1 X-Acto cutting board
- 3 reams computer paper
- 300 paper clips
- 1 two hole paper punch
- 2 pair of office scissors
- 1 Sharp EL- 2196 BL calculator
- 1 CBC Shredmaster paper shredder
- 1 Swingline stapler with 1 opened box of standard staples
- 1 small handheld standard stapler
- 1 Scotch tape dispenser with 3 rolls of scotch tape
- 1 small SentriesSafe
- 3 2-drawer file cabinet
- 1 4-drawer wide file cabinet
- 2 big wood desks

FUEL SHED:

- 1 Sam4s ER- 5215m Electronic Cash Register
- 1 Sharp EL-1750v calculator
- 1 lincoln electric grease gun

10 tubes of lubricating grease
3 Performance tool 1/4in cable come along
4 fuel filters part# 30007
4 10 micron fuel filters 2020sm-or
2 2 micron fuel filters 2040tm-or
1 Dewalt DW378G Circular saw
1 Dewalt 20v Cordless Drill with extra battery and charger
2 Dewalt tool belts
5gal 30 seconds outdoor cleaner
100 wp-m oil absorbent towels
100ft oil boom
2 large amerex fire extinguisher
1 small tool box with random wrench and screwdrivers
1 1lb hammer
2 can lubricating spay
1 3lb hammer
1 12gal diesel caddy gas can
50lb box of 20d galvanized nails
1 2cycle gas water pump
2 extra register for fuel meter
1 extra fuel meter

BARN:

- 1 Husqvarna LT1538 rider mower "does not work"
- 1 Craftsman 20 gal air compressor model#921.169130
- 1 Briggs and Stratton 3500 watt portable generator
- 1 Echo Chain Saw model CS-370
- 1 Craftsman 2cycle Weed Trimmer
- 1 Cleveland modelA4 push mower
- 1 unit 4by6 pressure treated lumber 20'
- 5 2by16 pressure treated planks 20'
- 2 pick axe picks
- 1 spade shovel
- 2 rakes
- 2 gal of Olympic Water Guard wood treatment
- 1 5gal gas can
- 1 2.5gal gas can
- 1 small utility trailer for riding mower
- Several small boxes of random nuts and bolts
- 1 small tool box with random small wrench and screwdriver
- 4 can black spay paint
- 4 can gray spay paint
- 1 can lubricating spay

Port of Chinook

Resolution No. 15 - 03

A RESOLUTION OF THE PORT OF CHINOOK
COMMISSION ADOPTING A MASTER POLICY
DIRECTIVE ON THE ADMINISTRATIVE
AUTHORITY OF THE PORT MANAGER/CHIEF
ADMINISTRATIVE OFFICER AND HIS OR HER
DESIGNEES.

WHEREAS, RCW 53.12.270 authorizes the Commission to delegate administrative powers and duties to the Port Manager and

WHEREAS, the Commission of the Port of Chinook has not adopted policy directives delegating administrative powers and duties to the Port Manager and designees for the purpose of expeditious administration of the Port, and

WHEREAS, the Commission now wishes to provide a master policy directive on the delegated administrative powers and duties of the Port Manager and designees and to repeal all prior resolutions dealing with the same subject matter;

WHEREAS, the Commission has entered into an interlocal agreement, as authorized by RCW 53.08.240, with the Port of Ilwaco for inclusive Port management services and

WHEREAS, the Port of Ilwaco Manager, serving under the Ilwaco delegation of authority, will need to assume the same delegated powers to carry out the terms set forth in the interlocal agreement for inclusive Port management services

WHEREAS, the Commission believes it is in the best interests of the Port of Chinook to adopt the same delegation authority as the Port of Ilwaco, so as to promote coordination and efficiency, and do so by adopting the Port of Ilwaco master policy documents as those of the Port of Chinook, with the word “Chinook” substituted for “Ilwaco”

NOW, THEREFORE BE IT RESOLVED by the Port Commission of the Port of Chinook as follows:

1. Exhibit “A”, the current Port of Ilwaco Delegation of Authority as approved under Port of Ilwaco resolutions 99-430 and 14-821, is hereby adopted as the Port of Chinook Master Policy directive, except that the word “Ilwaco” shall in all locations be replaced with the word “Chinook” throughout the Policy. This master

policy directive of the Port Commission of the Port of Chinook in exhibit "A", attached to this Resolution and including the amendments and revisions as described above, and by this reference incorporated herein is adopted for the purpose of establishing administrative authority for the Port Manager and Manager's designees.

Section 2. The Revised Code of Washington 53.08.090 authorizes the Port Commission to delegate to the Port Manager, by resolution, the authority to sell and convey Port District personal property as outlined in exhibit "A", Section XV and as revised. Inasmuch as State law requires that this authority be reviewed from year to year, the Port Commission is authorized to accomplish the same by motion, however, that in the event this authority is amended or repealed, such amendment or repeal must be by resolution adopted by the Port Commission.

AND, IT IS FURTHER RESOLVED that, the Port Commission of the Port of Chinook shall annually review this Master Policy Directive, as it may be amended from time to time, and that Master Policy Directives contained in this resolution shall continue to remain in force in the event of the Port Manager/Chief Administrative Officer changing for any reason or until amended.

ADOPTED by the Port Commission of the Port of Chinook this 31st day of December, 2015 and duly authenticated in open session by signatures of the Commissioners voting in favor thereof.

By: Les Clark
Chairman Les Clark

By: Corky Wilson
Commissioner Corky Wilson

By: Jerry Cox
Commissioner Jerry Cox

Attest: John Danner

Schedule A

Port of Ilwaco

Resolution No. 14-821

A RESOLUTION OF THE PORT OF ILWACO
COMMISSION ADOPTING A MASTER POLICY
DIRECTIVE ON THE ADMINISTRATIVE
AUTHORITY OF THE PORT MANAGER/CHIEF
ADMINISTRATIVE OFFICER AND HIS OR HER
DESIGNEES.

WHEREAS, the Port Commission of the Port of Ilwaco has adopted master policy directives in the past delegating administrative authority to the Port Manager and Manager's designees for the purpose of expeditious administration of the Port;

WHEREAS, the Port Commission now wishes to update the previous delegation of authority document, approved Resolution 99-430, attached as Exhibit "A" in its entirety;

WHEREAS, the following areas of Exhibit "A" will be amended as follows:

- Section I. POLICY GOVERNING REAL PROPERTY RENTALS; Section A, item 5: The sentence reading "*However, personal guarantees shall be required for all small and medium sized corporate entities.*" shall be removed and no longer enforced.

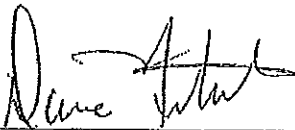
NOW, THEREFORE BE IT RESOLVED by the Port Commission of the Port of Ilwaco as follows:

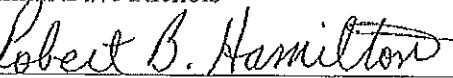
Section 1. The master policy directive of the Port Commission of the Port of Ilwaco in exhibit "A", attached to this Resolution and including the amendments and revisions as described above, and by this reference incorporated herein is adopted for the purpose of establishing administrative authority for the Port Manager and Manager's designees.

Section 2. The Revised Code of Washington 53.08.090 authorizes the Port Commission to delegate to the Port Manager, by resolution, the authority to sell and convey Port District personal property as outlined in exhibit "A", Section XV and as revised. Inasmuch as State law requires that this authority be reviewed from year to year, the Port Commission is authorized to accomplish the same by motion, however, that in the event this authority is amended or repealed, such amendment or repeal must be by resolution adopted by the Port Commission.

AND, IT IS FURTHER RESOLVED that, the Port Commission of the Port of Ilwaco shall annually review this Master Policy Directive, as it may be amended from time to time, and that Master Policy Directives contained in this resolution shall continue to remain in force in the event of the Port Manager/Chief Administrative Officer changing for any reason or until amended.

ADOPTED by the Port Commission of the Port of Ilwaco this 3rd day of March, 2014 and duly authenticated in open session by signatures of the Commissioners voting in favor thereof.

By: 
Chairman Dave Nichols

By: 
Commissioner Robert Hamilton

By: _____
Commissioner Al (Butch) Smith

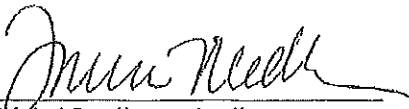
Attest: 
Tricia Needham, Auditor

Exhibit "A" to
Resolution 14-821

PORT OF ILWACO

RESOLUTION 99-430

A RESOLUTION OF THE PORT OF ILWACO COMMISSION
ADOPTING A MASTER POLICY DIRECTIVE ON THE
ADMINISTRATIVE AUTHORITY OF THE PORT MANAGER
AND MANAGER'S DESIGNEES.

WHEREAS, the Port Commission of the Port of Ilwaco has not previously adopted policy directives delegating administrative authority to the Port Manager and Manager's designees for the purpose of expeditious administration of the Port; and

WHEREAS, the Port Commission may wishes to provide a master policy directive on the administrative authority of the Port Manager and Manager's designees;

NOW, THEREFORE, BE IT RESOLVED by the Port Commission of the Port of Ilwaco as follows:

Section 1. The master policy directive of the Port Commission of the Port of Ilwaco set forth in Exhibit "A" attached to this Resolution, and by this reference incorporated herein, is adopted for the purpose of establishing administrative authority for the Port Manager and Manager's designees.

Section 2. The Revised Code of Washington 53.08.090 authorizes the Port Commission to delegate to the Port Manager, by resolution, the authority to sell and convey the Port District personal property as outlined in Exhibit A, Section XV. Inasmuch as state law requires that this authority be renewed from year to year, the Port Commission is authorized to accomplish this same by means provided, however, that in the event this authority is amended or repealed, such amendment or repeal must be by resolution adopted by the Port Commission.

ADOPTED by the Port Commission of the Port of Ilwaco this 20th day of September, 1999 and duly authenticated in open session by signatures of the Commissioners voting in favor thereof.

PORT OF ILWACO COMMISSIONERS

Frank Unfried

Earl Pedulla

Jim King

EXHIBIT "A" TO RESOLUTION 99-430

PORT OF ILWACO COMMISSION
ADMINISTRATIVE POLICY DIRECTIVES
GENERAL AUTHORITY OF PORT MANAGER
AND MANAGER'S DESIGNERS

The following policy is adopted by the Port Commission for the purpose of establishing the administrative authority of the Port Manager who is responsible for normal Port operations. The phrase "normal Port operations" as used herein, means regular day-to-day business transactions involving personnel, materials and money. The Commission shall retain a Port Manager to implement the objectives of the Port, which shall be established by the Port Commission. The Port Manager shall retain professional staff, which shall operate and manage according to the directives from the Port Manager. The Port Manager shall regularly inform and consult with the Commission regarding significant information and business transactions by a method mutually agreeable to the Commission and the Port Manager. The Port Manager shall be responsible for the direction and conduct of business transactions of the Port.

With the exceptions of the limitations identified in the specific policies which follow, the Port Manager shall be responsible for operations, maintenance, administration and use of the Port's marine terminals and other properties and facilities; for the development of industrial districts; the implementation of construction work and necessary planning incidental thereto; the administration of the day-to-day operations which include personnel administration (project assignments, employee hiring, firing, training, grievance procedures, employee enrichment and improvement, etc.); execution of contracts authorized herein or by the Port Commission or otherwise, the delivery of services essential to the Port's mission; financial and accounting related matters; legal matters and all other administrative matters. Further, the Port Manager is hereby authorized to publish notice of any and all public hearings which are required by law or are necessary for Port Commission action.

The Port Manager may delegate to appropriate Port staff such of the Manager's administrative authority or reporting requirements herein established as, in the Manager's judgment, is necessary and advisable in the efficient exercise of such authority. To implement delegations of authority to Port staff, the Port Manager shall promulgate Port of Ilwaco Policy and Procedure manuals, which may include monetary delegations, authority to execute contracts, and other such documents such as employee position descriptions, office manuals, etc., or such other delegations as appropriate. The responsibility for all administration and day-to-day operations of the Port rests with the Port Manager. Any commission directives or initiatives shall be made through the Port Manager and shall be made only by the Port Commission acting as a body.

I. POLICY GOVERNING REAL PROPERTY RENTALS

All real property belonging to the Port when available for leasing shall be leased only under an

appropriate written lease instrument executed by the Port Commission, except as otherwise provided herein below, accompanied by a lease bond or other form of security in accordance with Port law.

A. Month-to-Month Lease Procedures:

1. A minimum of two month's rental shall be required to be paid in advance of the occupancy to cover the agreed rental for the first month and the additional sum equal to one month's rent to be held by the Port as a lease deposit for the full duration of the month-to-month occupancy and to insure compliance with all lease terms.
2. The arrangements for month-to-month occupancy shall be evidenced by the Port's standard form of month-to-month lease, (except that any clearly inapplicable provision or provisions inconsistent with the policy herein set out shall be deleted from the standard form).
3. The amount of the monthly rental shall be in accordance with the rental revenue standards adopted by the Port for similar Port property of the same or similar class and type devoted to similar uses.
4. The use to which the property may be put by the tenant shall be expressly stated and shall be in accordance with the standards of use adopted by the Port for the same or similar Port property or properties.
5. No lease bond shall be necessary in view of the above requirement for a full month's rent deposit to be held as cash security in lieu of a bond. However, personal guarantees shall be required for all small and medium sized corporate entities.
6. If the above conditions are not met, the lease shall only be approved by the Port Commission.

B. Long Term Lease Procedures:

Prior to execution by the Port Commission the Port Manager shall be responsible for carrying out the following required procedural steps in effecting all other Port leases; provided that the Port Commission shall be appraised of the status of significant long-term lease negotiations:

- Modifications* 1.
- A lease shall be submitted directly to the Port Commission for execution by lessee whenever a proposed final lease meets all of the following conditions:
- a. The use and rental rate of the premises to be leased are within any criteria established from time to time by the Commission;
 - b. The proposed final terms of the lease arrangement and the lease bond or other

liquid security and liability insurance follow accepted Port of Ilwaco formats and are generally consistent with other existing Port leases in the same or similar areas. Port Attorney shall be requested to review these documents prior to execution.

2. Easements, licenses, permits and the exercise options, assignments amendments shall be submitted directly to the Port Commission.

A. Sublease Procedures:

Leases, concession agreements, operating agreements and related contracts between the Port and its tenants, concessionaires and other parties shall include restrictions on subleasing and require the prior written consent of the Port to such subleases. Subject to the provisions of the lease or agreement, the Port Manager is authorized to grant consents to subleases, which for the purposes hereof may include sub-operating agreements and sub concession agreements.

II. POLICY GOVERNING CONTRACTS FOR PERFORMANCE OF WORK

The Port Manager shall be responsible for following all required statutory procedures in connection with all contracts for construction and other public works. The Port Manager is authorized to execute such contracts so long as they are specifically described in the Port's previously approved budget. In the event of an emergency situation RCW 39.04.020 (as amended) shall be followed, provided that emergency expenditures authorized and/or contracted for by Port Manager shall not exceed \$5,000.00.

III. POLICY GOVERNING UTILIZATION OF PORT CREWS

The Port Manager is authorized to use necessary workers for operations and maintenance of facilities. The Port Manager shall be responsible for obtaining prior Commission approval for work projects which are new construction and major modifications of Port facilities to be carried out by Port crews when the total estimated cost of materials and labor exceeds \$10,000.00.

IV. POLICY GOVERNING CONTRACTS FOR ACQUISITION OF MATERIALS,
EQUIPMENT, SUPPLIES AND SERVICES

The Port Manager shall have the responsibility for following all required statutory requirements and procedures in connection with all contracts for the acquisition of utilities, materials, equipment, supplies and services. Utilities, materials, equipment, supplies and services (including services provided by public agencies) may be acquired on the open market, pursuant to published tariffs, and no prior Port Commission approval shall be required but shall, where appropriate, be approved as a part of normal monthly expenses, and shall be within authorized budgets. Where a requirement exists for formal competitive bidding, the Port Manager may execute contracts for the acquisition of utilities, materials, equipment, supplies and services subject to the following conditions:

1. The contract of purchase order price does not exceed \$10,000.00; and,
2. The successful bidder has provided, where required, a performance bond with sureties, which comply with the requirements of applicable law.

V. POLICY GOVERNING ARRANGEMENTS FOR PROFESSIONAL AND CONSULTANT SERVICES

The Port Manager shall be responsible for the initiation of appropriate procedures to obtain professional and consultant services (i.e., architectural, engineering and technical services) where deemed necessary in carrying out normal Port operations. When necessary in the conduct of normal Port operations, the Port Manager may arrange to obtain such services, where the cost of the proposed service will not exceed the amount of \$5,000.00, without prior approval of the Commission, provided all such arrangements when made shall be reported to the Commission by memorandum. Whenever it is estimated that the cost to the Port for the proposed services will exceed this amount, arrangements for obtaining such services shall be initiated only after express authorization by the Commission. The Port Manager is authorized to lawfully terminate such services.

VI. POLICY GOVERNING ACCOUNTING AND AUDITING SERVICES

The Port Manager is authorized to retain necessary services from recognized accounting and auditing firms. Such services may include the comprehensive annual financial report, audits and appropriate accounting services as required, at established rates for such services in the area. The Port Manager is authorized to lawfully terminate such services.

VII. POLICY GOVERNING INSURANCE PROGRAMS

The Port Manager shall be authorized to negotiate and obtain appropriate policies of insurance to cover Port property liability, employee coverage, and other areas appropriately included within a comprehensive insurance program. The Port Manager is authorized to approve changes or modifications within the policies of insurance, including programs to provide self-insurance or deductible provisions, so long as such programs are promptly and regularly reported to the Port Commission so it is kept informed of basic changes made in the overall insurance program of the Port.

VIII. POLICY GOVERNING REIMBURSABLE EXPENSES

The Port Manager is authorized to enter into agreements pursuant to which the Port will provide reimbursable services, when such services are part of the normal Port operations or incident thereto.

IX. POLICY GOVERNING ISSUANCE OF TARIFFS

The Port Manager is authorized to prepare and file tariffs and tariff amendments as necessary for the efficient operation of the Port so long as such rules and regulations are approved by the Port Commission pursuant to RCW 53.08.070.

X. POLICY GOVERNING TRAVEL OF EMPLOYEES AND OTHER AUTHORIZED REPRESENTATIVES OF THE PORT

The Port Manager is authorized to approve travel by employees and/or other authorized representatives of the Port in order to effectuate necessary normal Port operations, provided that reimbursable personal travel expenses for an individual trip shall not exceed \$1,000.00, provided that the Commission shall be advised in a timely manner of all interstate and international travel made by Port staff.

XI. POLICY GOVERNING STAFF AND EMPLOYEE ADMINISTRATION

The Port Manager shall have the authority to manage all personnel matters for Port employees which includes hiring, firing, training, grievance procedures, employee benefits, and administration of the employee salary schedule. The Port Manager shall carry out these responsibilities according to guidelines and policies established by the Port Commission.

XII. POLICY GOVERNING REAL PROPERTY ACQUISITIONS

When the Port Commission authorizes the acquisition of real property by purchase or condemnation, the Port Manager, or his designee, shall take all necessary steps, including the securing of appraisals, to secure title to such property for the Port.

XIII. POLICY GOVERNING DISPOSITION OF UNCOLLECTIBLE ACCOUNTS

The Port Manager, or his designee, is authorized to establish procedures for and to write off any uncollectible account in the amount of \$1,000.00 or less subject to the following general guidelines: prior to writing off any account receivable or uncollectible account, the Port Manager shall be satisfied that every reasonable effort has been made by the Port to accomplish the collection of the account. The Port Manager shall, in appropriate circumstances, authorize the Port Attorney to bring action in courts of law or if more appropriate in the case of small accounts, to assign the same to collection agencies for the purpose of attempting to finally collect such accounts. If, after attempting all reasonable account collection procedures, further collection efforts are not justified after 180 days, the Port Manager shall be authorized to provide for the write-off of such accounts. Any account in excess of \$1,000.00 which is deemed to be uncollectible shall be referred to the Port Commission for final write off approval.

XIV. POLICY GOVERNING LEASE SECURITY AND RENTAL INSURANCE POLICIES

The Port Manager or his designee is authorized to take all necessary actions on behalf of the Port Commission in connection with lease surety bonds, lease surety, rental insurance or other insurance coverage required pursuant to any leases of the Port, including any of the following actions:

1. Where the lease is not in default, to release any surety bond, surety, or rental insurance where an adequate substitute bond has been provided.
2. To approve any surety bond, surety or rental insurance or insurance submitted in fulfillment of the requirements of any lease, including substitute or replacement coverage for any terminated bond, surety or rental insurance.
3. To approve any substitute or modifications of insurance coverage, and to release any insurance company when substitute or replacement insurance coverage has been provided in connection with any outstanding lease of the Port.

XV. POLICY GOVERNING THE SALE OF PERSONAL PROPERTY

The Port Manager or his designee is authorized, pursuant to RCW 53.08.090, to sell and convey surplus personal property of the Port of Ilwaco subject to the following conditions:

1. That the value of such personal property does not exceed \$2,500.00; and
2. That prior to any such sale or conveyance, the Port Manager shall itemize and list the property to be sold and make written certification to the Commission that the listed property is no longer needed for district purposes; and
3. That offers for purchase are solicited from at least three (3) parties whenever possible; and
4. That any large block of such property having a value in excess of \$2,500.00 shall not be divided into components of a lesser value and sold unless done so by public competitive bid; and
5. That no property which is part of the comprehensive plan of improvement or modification thereof shall be disposed of until the comprehensive plan has been modified pursuant to RCW 53.20.010 and until such property is found to be surplus to Port needs; and
6. That in no case shall surplus personal property be sold to any Port official or employee or member of their families without the specific approval of the Port

Commission.

XVI. POLICY GOVERNING INVESTMENT OF
TEMPORARILY IDLE PORT FUNDS

For purposes of this paragraph, "Temporarily Idle Port Funds" shall mean those funds, which are not required for immediate expenditure. In accordance with applicable law relating to the investment of public funds, the Port Manager or his designee is authorized to direct the County Treasurer in the investment of Temporarily Idle Port Funds, subject to such rights as are vested by law in the County Treasurer. These directives shall permit, but shall not be limited to, investments in authorized government securities, sale of such investment and necessary interfund transfers. A summary report of all investments, sales and interfund transfers shall be provided to the Port Commissioners quarterly.

XVII. POLICY GOVERNING ADVERTISING, TOURISM PROMOTION
AND TRADE DEVELOPMENT PROGRAMS

The Port Manager is authorized, consistent with the limitations of law and as set forth within the approved Port budget, to develop and carry out programs of advertising, tourism promotion and trade development. Such programs shall be reported to the Port Commission from time to time.

XVIII. POLICY GOVERNING LITIGATION

The Port Manager or his designee (Port Attorney) shall be responsible for the procedures necessary for management and supervision of all litigation in which the Port has an interest, direct or indirect. For purposes of this section "litigation" shall mean the assertion of any position, right or responsibility by or against the Port which has been filed in any court of general jurisdiction, be it state or federal, or any quasi-judicial or administrative forum.

- A. The Port Commission reserves the right to appoint and terminate the Port Attorney and any special counsel to the Port.
- B. Engagement of Experts: the Port Manager may engage or cause to be engaged through Port Attorney, such experts as may be necessary to the orderly preparation of litigation in which the Port has a direct or indirect interest, without limitations otherwise prescribed in paragraph V of this Exhibit A to Resolution 99-430; such engagement shall be upon authorization given by the Port Attorney after having satisfied himself that such expenditure is necessary to the adequate preparation and representation of the Port's position in such litigation and shall, wherever practicable, include evaluation of the litigation and an estimate of the probable cost of such experts.
- C. The Port Manager is authorized to accept process service and refer all litigation to the Port Attorney, keeping the Commission advised of such litigation. The Port Manager

is required to coordinate with local law enforcement agencies to enforce those Commission resolutions which may have been adopted as ordinances by local government per RCW 53.08.220.

- D. The Port Manager has authority to settle any claims in the amount of \$1,000.00 or less, after the following conditions have been met:
- a. The Port Attorney has certified:
 - i. That there is substantial likelihood that the Port is, or may be found liable; or
 - ii. That there is a likelihood that a judgment in the case would be for an amount equal to or higher than \$1,000.00; or
 - iii. The expenses involved in contesting the claim would be equal to or greater than the amount claimed.
 - b. Claims against the Port will only be considered after proper notice has been served by the claimant, as required by State law, and/or Port regulations.

The Port Manager will keep the Commission informed concerning any claims that have been adjusted or settled. Any claims in excess of \$1,000.00 will be referred to the Port Commission.

Schedule 5 - Template for Monthly Services, Billing and Budget Tracking

January	Hourly Rate	Minimum per Month	Additional Hours	Addl. Hourly Charge	Minimum per Month	Miles Driven	Mileage Cost @ \$0.57 per mile	Travel - Other*	Total Travel	Beginning Budget	Remaining Budget
Administrative Oversight		1,667.00								20,000.00	18,333.00
Accounting/Admin	32.13	2,249.10	0.00	0.00						26,989.20	24,740.10
Maintenance	29.95	1,677.20	0.00	0.00						20,126.40	18,449.20
Marina Manager/Harbormaster	33.69	5,839.49	0.00	0.00						70,073.85	64,234.36
Administrative Disposables					210.00					2,520.00	2,310.00
Software/IT					292.00					3,504.00	3,212.00
Travel - Services						0.00	0.00		0.00	1,500.00	1,500.00
Travel - Professional						0.00	0.00		0.00	2,500.00	2,500.00
Summer Employee	20.00									4,000.00	4,000.00
Professional Services - External										5,000.00	5,000.00
Other Materials/Supplies											
Minimum Charge - Services		11,432.79									11,432.79
Additional Charges - Services				0.00							0.00
Admin/Tech					502.00						502.00
Travel									0.00		0.00
Total Invoice											11,934.79

February	Hourly Rate	Minimum per Month	Additional Hours	Addl. Hourly Charge	Minimum per Month	Miles Driven	Mileage Cost @ \$0.57 per mile	Travel - Other*	Total Travel	Beginning Budget	Remaining Budget
Administrative Oversight		1,667.00								18,333.00	16,666.00
Accounting/Admin	32.13	2,249.10		0.00						24,740.10	22,491.00
Maintenance	29.95	1,677.20		0.00						18,449.20	16,772.00
Marina Manager/Harbormaster	33.69	5,839.49		0.00						64,234.36	58,394.88
Administrative Disposables					210.00					2,310.00	2,100.00
Software/IT					292.00					3,212.00	2,920.00
Travel - Services							0.00		0.00	1,500.00	1,500.00
Travel - Professional							0.00		0.00	2,500.00	2,500.00
Summer Employee	20.00									4,000.00	4,000.00
Professional Services - External										5,000.00	5,000.00
Other Materials/Supplies											
Minimum Charge - Services		11,432.79									11,432.79
Additional Charges - Services				0.00							0.00
Admin/Tech					502.00						502.00
Travel									0.00		0.00
Total Invoice											11,934.79

March	Hourly Rate	Minimum per Month	Additional Hours	Addl. Hourly Charge	Minimum per Month	Miles Driven	Mileage Cost @ \$0.57 per mile	Travel - Other*	Total Travel	Beginning Budget	Remaining Budget
Administrative Oversight		1,667.00								16,666.00	14,999.00
Accounting/Admin	32.13	2,249.10		0.00						22,491.00	20,241.90
Maintenance	29.95	1,677.20		0.00						16,772.00	15,094.80
Marina Manager/Harbormaster	33.69	5,839.49		0.00						58,394.88	52,555.39
Administrative Disposables					210.00					2,100.00	1,890.00
Software/IT					292.00					2,920.00	2,628.00
Travel - Services							0.00		0.00	1,500.00	1,500.00
Travel - Professional							0.00		0.00	2,500.00	2,500.00
Summer Employee	20.00									4,000.00	4,000.00
Professional Services - External										5,000.00	5,000.00
Other Materials/Supplies											
Minimum Charge - Services		11,432.79									11,432.79
Additional Charges - Services				0.00							0.00
Admin/Tech					502.00						502.00
Travel									0.00		0.00
Total Invoice											11,934.79

Schedule 5 - Template for Monthly Services, Billing and Budget Tracking

April	Hourly Rate	Minimum per Month	Additional Hours	Addl. Hourly Charge	Minimum per Month	Miles Driven	Mileage Cost @ \$0.57 per mile	Travel - Other*	Total Travel	Beginning Budget	Remaining Budget
Administrative Oversight		1,667.00								14,999.00	13,332.00
Accounting/Admin	32.13	2,249.10		0.00						20,241.90	17,992.80
Maintenance	29.95	1,677.20		0.00						15,094.80	13,417.60
Marina Manager/Harbormaster	33.69	5,839.49		0.00						52,555.39	46,715.90
Administrative Disposables					210.00					1,890.00	1,680.00
Software/IT					292.00					2,628.00	2,336.00
Travel - Services							0.00		0.00	1,500.00	1,500.00
Travel - Professional							0.00		0.00	2,500.00	2,500.00
Summer Employee	20.00									4,000.00	4,000.00
Professional Services - External										5,000.00	5,000.00
Other Materials/Supplies											
Minimum Charge - Services		11,432.79									11,432.79
Additional Charges - Services				0.00							0.00
Admin/Tech					502.00						502.00
Travel									0.00		0.00
Total Invoice											11,934.79

May	Hourly Rate	Minimum per Month	Additional Hours	Addl. Hourly Charge	Minimum per Month	Miles Driven	Mileage Cost @ \$0.57 per mile	Travel - Other*	Total Travel	Beginning Budget	Remaining Budget
Administrative Oversight		1,667.00								13,332.00	11,665.00
Accounting/Admin	32.13	2,249.10		0.00						17,992.80	15,743.70
Maintenance	29.95	1,677.20		0.00						13,417.60	11,740.40
Marina Manager/Harbormaster	33.69	5,839.49		0.00						46,715.90	40,876.41
Administrative Disposables					210.00					1,680.00	1,470.00
Software/IT					292.00					2,336.00	2,044.00
Travel - Services							0.00		0.00	1,500.00	1,500.00
Travel - Professional							0.00		0.00	2,500.00	2,500.00
Summer Employee	20.00									4,000.00	4,000.00
Professional Services - External										5,000.00	5,000.00
Other Materials/Supplies											
Minimum Charge - Services		11,432.79									11,432.79
Additional Charges - Services				0.00							0.00
Admin/Tech					502.00						502.00
Travel									0.00		0.00
Total Invoice											11,934.79

Schedule 5 - Template for Monthly Services, Billing and Budget Tracking

June	Hourly Rate	Minimum per Month	Additional Hours	Add. Hourly Charge	Minimum per Month	Miles Driven	Mileage Cost @ \$0.57 per mile	Travel - Other*	Total Travel	Beginning Budget	Remaining Budget
Administrative Oversight		1,667.00								11,665.00	9,998.00
Accounting/Admin	32.13	2,249.10		0.00						15,743.70	13,494.60
Maintenance	29.95	1,677.20		0.00						11,740.40	10,063.20
Marina Manager/Harbormaster	33.69	5,839.49		0.00						40,876.41	35,036.93
Administrative Disposables					210.00					1,470.00	1,260.00
Software/IT					292.00					2,044.00	1,752.00
Travel - Services							0.00		0.00	1,500.00	1,500.00
Travel - Professional							0.00		0.00	2,500.00	2,500.00
Summer Employee	20.00									4,000.00	4,000.00
Professional Services - External										5,000.00	5,000.00
Other Materials/Supplies											
Minimum Charge - Services		11,432.79									11,432.79
Additional Charges - Services				0.00							0.00
Admin/Tech					502.00						502.00
Travel									0.00		0.00
Total Invoice											11,934.79

July	Hourly Rate	Minimum per Month	Additional Hours	Add. Hourly Charge	Minimum per Month	Miles Driven	Mileage Cost @ \$0.57 per mile	Travel - Other*	Total Travel	Beginning Budget	Remaining Budget
Administrative Oversight		1,667.00								9,998.00	8,331.00
Accounting/Admin	32.13	2,249.10		0.00						13,494.60	11,245.50
Maintenance	29.95	1,677.20		0.00						10,063.20	8,386.00
Marina Manager/Harbormaster	33.69	5,839.49		0.00						35,036.93	29,197.44
Administrative Disposables					210.00					1,260.00	1,050.00
Software/IT					292.00					1,752.00	1,460.00
Travel - Services							0.00		0.00	1,500.00	1,500.00
Travel - Professional							0.00		0.00	2,500.00	2,500.00
Summer Employee	20.00									4,000.00	4,000.00
Professional Services - External										5,000.00	5,000.00
Other Materials/Supplies											
Minimum Charge - Services		11,432.79									11,432.79
Additional Charges - Services				0.00							0.00
Admin/Tech					502.00						502.00
Travel									0.00		0.00
Total Invoice											11,934.79

August	Hourly Rate	Minimum per Month	Additional Hours	Add. Hourly Charge	Minimum per Month	Miles Driven	Mileage Cost @ \$0.57 per mile	Travel - Other*	Total Travel	Beginning Budget	Remaining Budget
Administrative Oversight		1,667.00								8,331.00	6,664.00
Accounting/Admin	32.13	2,249.10		0.00						11,245.50	8,996.40
Maintenance	29.95	1,677.20		0.00						8,386.00	6,708.80
Marina Manager/Harbormaster	33.69	5,839.49		0.00						29,197.44	23,357.95
Administrative Disposables					210.00					1,050.00	840.00
Software/IT					292.00					1,460.00	1,168.00
Travel - Services							0.00		0.00	1,500.00	1,500.00
Travel - Professional							0.00		0.00	2,500.00	2,500.00
Summer Employee	20.00									4,000.00	4,000.00
Professional Services - External										5,000.00	5,000.00
Other Materials/Supplies											
Minimum Charge - Services		11,432.79									11,432.79
Additional Charges - Services				0.00							0.00
Admin/Tech					502.00						502.00
Travel									0.00		0.00
Total Invoice											11,934.79

Schedule 5 - Template for Monthly Services, Billing and Budget Tracking

September	Hourly Rate	Minimum per Month	Additional Hours	Addl. Hourly Charge	Minimum per Month	Miles Driven	Mileage Cost @ \$0.57 per mile	Travel - Other*	Total Travel	Beginning Budget	Remaining Budget
Administrative Oversight		1,667.00								6,664.00	4,997.00
Accounting/Admin	32.13	2,249.10		0.00						8,996.40	6,747.30
Maintenance	29.95	1,677.20		0.00						6,708.80	5,031.60
Marina Manager/Harbormaster	33.69	5,839.49		0.00						23,357.95	17,518.46
Administrative Disposables					210.00					840.00	630.00
Software/IT					292.00					1,168.00	876.00
Travel - Services							0.00		0.00	1,500.00	1,500.00
Travel - Professional							0.00		0.00	2,500.00	2,500.00
Summer Employee	20.00									4,000.00	4,000.00
Professional Services - External										5,000.00	5,000.00
Other Materials/Supplies											
<hr/>											
Minimum Charge - Services		11,432.79									11,432.79
Additional Charges - Services				0.00							0.00
Admin/Tech					502.00						502.00
Travel									0.00		0.00
Total Invoice											11,934.79

October	Hourly Rate	Minimum per Month	Additional Hours	Addl. Hourly Charge	Minimum per Month	Miles Driven	Mileage Cost @ \$0.57 per mile	Travel - Other*	Total Travel	Beginning Budget	Remaining Budget
Administrative Oversight		1,667.00								4,997.00	3,330.00
Accounting/Admin	32.13	2,249.10		0.00						6,747.30	4,498.20
Maintenance	29.95	1,677.20		0.00						5,031.60	3,354.40
Marina Manager/Harbormaster	33.69	5,839.49		0.00						17,518.46	11,678.98
Administrative Disposables					210.00					630.00	420.00
Software/IT					292.00					876.00	584.00
Travel - Services							0.00		0.00	1,500.00	1,500.00
Travel - Professional							0.00		0.00	2,500.00	2,500.00
Summer Employee	20.00									4,000.00	4,000.00
Professional Services - External										5,000.00	5,000.00
Other Materials/Supplies											
<hr/>											
Minimum Charge - Services		11,432.79									11,432.79
Additional Charges - Services				0.00							0.00
Admin/Tech					502.00						502.00
Travel									0.00		0.00
Total Invoice											11,934.79

November	Hourly Rate	Minimum per Month	Additional Hours	Addl. Hourly Charge	Minimum per Month	Miles Driven	Mileage Cost @ \$0.57 per mile	Travel - Other*	Total Travel	Beginning Budget	Remaining Budget
Administrative Oversight		1,667.00								3,330.00	1,663.00
Accounting/Admin	32.13	2,249.10		0.00						4,498.20	2,249.10
Maintenance	29.95	1,677.20		0.00						3,354.40	1,677.20
Marina Manager/Harbormaster	33.69	5,839.49		0.00						11,678.98	5,839.49
Administrative Disposables					210.00					420.00	210.00
Software/IT					292.00					584.00	292.00
Travel - Services							0.00		0.00	1,500.00	1,500.00
Travel - Professional							0.00		0.00	2,500.00	2,500.00
Summer Employee	20.00									4,000.00	4,000.00
Professional Services - External										5,000.00	5,000.00
Other Materials/Supplies											
<hr/>											
Minimum Charge - Services		11,432.79									11,432.79
Additional Charges - Services				0.00							0.00
Admin/Tech					502.00						502.00
Travel									0.00		0.00
Total Invoice											11,934.79

Schedule 5 - Template for Monthly Services, Billing and Budget Tracking

December	Hourly Rate	Minimum per Month	Additional Hours	Addl. Hourly Charge	Minimum per Month	Miles Driven	Mileage Cost @ \$0.57 per mile	Travel - Other*	Total Travel	Beginning Budget	Remaining Budget
Administrative Oversight		1,667.00								1,663.00	(4.00)
Accounting/Admin	32.13	2,249.10		0.00						2,249.10	0.00
Maintenance	29.95	1,677.20		0.00						1,677.20	(0.00)
Marina Manager/Harbormaster	33.69	5,839.49		0.00						5,839.49	0.00
Administrative Disposables					210.00					210.00	0.00
Software/IT					292.00					292.00	0.00
Travel - Services							0.00		0.00	1,500.00	1,500.00
Travel - Professional							0.00		0.00	2,500.00	2,500.00
Summer Employee	20.00									4,000.00	4,000.00
Professional Services - External										5,000.00	5,000.00
Other Materials/Supplies											
Minimum Charge - Services		11,432.79									11,432.79
Additional Charges - Services				0.00							0.00
Admin/Tech					502.00						502.00
Travel									0.00		0.00
Total Invoice											11,934.79

Schedule 5 - Template for Monthly Services, Billing and Budget Tracking

Service Provided	Rate/Fee
Administrative Oversight ¹	\$1,667 per month
Accounting/Administrative Services ²	\$32.13 per hour/minimum 70 hours per month
Maintenance Services ³	\$29.95 per hour/minimum of 56 hours per month
Marina Manager/Harbormaster ⁴	\$33.69 per hour/minimum of 173.33 hours per month; the equivalent of 40 hours per week annually.
Administrative Disposables ⁵	\$210 per month minimum allowance (\$2,500 annual budget)
Software/IT ⁶	\$292 per month charge (\$3,500 annual budget)
Travel for Marina Services	IRS rate - itemized and billed monthly (\$1,500 annual budget)
Travel -- Professional Administrative	33% of IRS rate on mileage, lodging, airfare and related travel expenses -- itemized and billed monthly (\$2,500 annual budget).
Summer Employee -- Chinook Marina	\$20 per hour (\$4,000 annual budget)
Professional Accounting Services -- External	Billed at cost (\$5,000 annual budget)
Maintenance materials, supplies and any other direct expenses.	Billed at cost, including any associated shipping, tax or delivery fee.