Resolution 2017-2

Authorization to Contract for Administrative Services

Whereas the Port of Illahee Commissioners have been providing administrative services including secretarial, financial, and the myriad of other related duties, and,

Whereas two new Port Commissioners will be soon be replacing departing commissioners, and

Whereas a majority of the Commissioners have deemed administrative services are best contracted out to those most qualified to provide them, and,

Whereas the Port has completed a transition mutual evaluation of required administrative Port services with Theresa Haaland, and,

Whereas those administrative services shall include the following:

Check postal box for mail; respond to correspondence as necessary; attend meetings and prepare minutes; prepare meeting agendas; prepare monthly payment of bills and voucher approval; e-mail check information to the County Treasurer's office prior to meeting; e-mail voucher approval to the County Treasurer after it has been signed; prepare Annual Report to State Auditor and electronically file it via the Washington State Auditor's on-line system as required; generate end of year 1099's; track monthly and yearly expenditures by category; annually prepare the Preliminary and Final Budget for the upcoming year as well as all necessary resolutions; place ad in local newspaper regarding the Preliminary Budget; balance the General Fund and Investment Account with the County Treasurer's monthly report; transfer monies between the General Fund and Investment Pool as necessary; and perform other administrative functions such as notification and documentation of public hearings, and

Whereas these administrative functions are well defined procedures common to ports in the State of Washington and Kitsap County and are recognized as Professional Services and as such the administrator shall be is an independent contractor, and not an employee of the Port of Illahee, and shall be solely responsible for calculating, withholding, and paying taxes of any kind whatsoever, which may arise from performance or payment hereunder.

Therefore, the Port of Illahee hereby adopts Resolution 2017-2, authorizing the Port to contract for Professional Administrative Services with Theresa Haaland as Port Administrator.

Commissioner Schaefer

Commissioner Aho

Cassie Magell
Commissioner Magill

AGREEMENT FOR PROFESSIONAL SERVICES

PORT OF ILLAHEE, ("Port") and Theresa Haaland ("Administrator"), enter into this contract for administrative consulting services. Port and Administrator mutually agree as follows:

1. Scope of Services

Administrator shall provide the following services: check postal box for mail; respond to correspondence as necessary; attend meetings and prepare minutes; prepare meeting agendas; prepare monthly payment of bills and voucher approval; e-mail check information to the County Treasurer's office prior to meeting; e-mail voucher approval to the County Treasurer after it has been signed; prepare Annual Report to State Auditor and electronically file it via the Washington State Auditor's on-line system as required; generate end of year 1099's; track monthly and yearly expenditures by category; annually prepare the Preliminary and Final Budget for the following year as well as all necessary resolutions; place ad in local newspaper regarding the Preliminary Budget; balance the General Fund and Investment Account with the County Treasurer's monthly report; transfer monies between the General Fund and Investment Pool as necessary; and perform other administrative functions such as notification and documentation of public hearings.

2. Compensation

Port will pay Administrator a fixed compensation of four hundred dollars (\$400.00) per month for up to 12 hours of administrative services provided in such month, and an additional \$35.00 per hour for documented time in excess of 12 hours in any month, together with reimbursement for costs and expenses incurred in providing such services.

3. Billing and Payment

Administrator will submit monthly invoices for those services rendered under this Agreement in excess of 12 hours in any month and to which Administrator is entitled to compensation. The invoices will detail the number of hours worked and describe the services performed. Port will make payment within thirty (30) days following receipt of billing. Administrator will maintain adequate records to support billings under this Agreement. If any amounts paid by Port under this Agreement are determined by audit to be ineligible for payment, Administrator shall refund those amounts to Port within twenty (20) days of notice of the audit determination.

4. Duration

The term of this contract shall be from <u>September 1, 2017</u> until terminated by either party as provided in this Agreement.

5. Independent Contractor

The Administrator shall be an independent contractor, and not an employee of the Port. The Administrator shall be solely responsible for calculating, withholding, and paying taxes of any kind whatsoever, which may arise from performance or payment hereunder.

6. **Termination**

Either party to this Agreement may terminate the Agreement upon thirty (30) days'

written notice to the other. Upon notice of termination, no further fees or expenses may be incurred except to the extent necessary to safeguard the interests of the Port, or as authorized by the Port.

7. Integration and Amendment

This Agreement constitutes the entire agreement of the parties and may be amended only upon the written agreement of the parties.

DATED 9/11/2017

DATED 9-11-17

ADMINISTRATOR

PORT OF ILLAHEE BOARD OF COMMISSIONERS

Theresa Haaland

Commissioner Jim Aho

Commissioner Cassie Magill

Commissioner George Schaefer