

COPY

**FIRST AMENDMENT
OF
MASTER INTERLOCAL AGREEMENT 069253
FOR
FEDERAL AGENCY PERMIT STAFFING SUPPORT
BY AND BETWEEN
THE PORT OF TACOMA AND THE PORT OF LONGVIEW**

This amendment reflects language changes in Section II - Administration of Agreement/Billing and extends the period of performance defined in Section III - Term.

Section II is amended to read as shown below:

II. Administration of Agreement/Billing

A. Billing Rate. The Contractee will pay to the Port the hourly rate of \$ 93.85, for the Services provided herein. The billing rate of \$93.85 includes the assigned individual's hourly rate, plus a Port management/overhead fee equal to thirty-five percent (35%). The hourly rate for the Assigned Individual may increase in the future, which shall be effective upon the Port's thirty (30) calendar day advance written notice to Contractee. If multiple projects are anticipated, the Contractee is encouraged to provide specific project identification numbers or titles than can be used to track time to each project.

B. Billing Procedure. The Port will submit monthly invoices to the Contractee within ten (10) days of the last day of the month the Services were provided, including timesheet records describing the services provided and the hours billed. The Contractee shall submit payment to the Port of Tacoma within thirty (30) days of receipt of invoice. Contractee shall provide the Port notice of any disputed charges within thirty (30) days receipt of the invoice, or such disputes are waived. Disputes shall be resolved according to the process defined within Paragraph VI herein.

Section III is amended to read as follows:

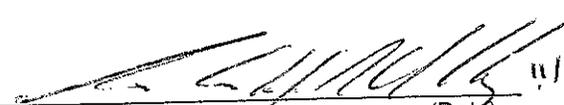
III. Term

The period of this performance is extended eighteen (18) months from December 31, 2012 through June 30, 2014.

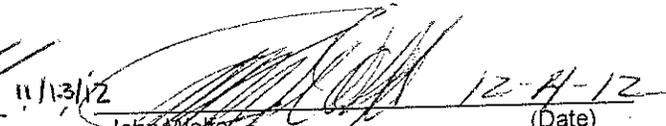
This Agreement may be terminated at the discretion of either Party, upon thirty (30) days' written notice to the other Party. Upon termination of this Agreement a reconciliation of all costs and obligations since the last reconciliation shall be conducted and all unpaid costs shall be resolved in accordance with Paragraph II of this Agreement, or in the event of dispute, Paragraph VI herein.

Port of Longview

Port of Tacoma



Geir-Eilif Kalhagen
Chief Executive Officer



John Wolfe
Chief Executive Officer

11/13/12

12-4-12

original to Robin 12/13/12