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**Port of Port Townsend  
1<sup>st</sup> Monthly Meeting Agenda  
Wednesday, April 12, 2017, 1:00 p.m.  
Port Commission Building  
333 Benedict Street, Port Townsend, WA**

- I. Call to Order / Pledge of Allegiance
- II. Approval of Agenda
- III. Consent Agenda
  - A. Approval of Meeting Minutes – March 22, 2017.....1-3
  - B. Approval of Warrants
- IV. Public Comments (not related to Agenda)
- V. Second Reading
- VI. First Reading
  - A. Yard Rate Update & Proposal.....4-8
- VII. Regular Business
  - A. EDC/Team Jefferson Report.....9
  - B. Approval of Contract with Maul Foster Alongi.....10-24
  - C. Organizational Chart.....25-33
  - D. Resolution No. 663-17, Appointing Agent to Receive Claims for Damages.....34-35
- XIII. Staff Comments
- IX. Public Comments
- X. Commissioner Comments
- XI. Next Regular Meeting:  
Wednesday, April 26, 2017 at 5:30 p.m. in the Port Commission Building, 333 Benedict Street, Port Townsend, WA
- XII. Executive Session:
  - A. Potential Litigation, pursuant to RCW 42.30.110 (i)
- XIII. Adjournment

## **PORT COMMISSION REGULAR MEETING-- March 22, 2017**

The Port of Port Townsend Commission met in regular session at the Commission Building, 333 Benedict Street, Port Townsend, WA

Present: Commissioners – Hanke, Clinefelter and Tucker  
Executive Director Gibboney  
Auditor Berg  
Director of Operations & Business Development Englin  
Attorney Lake  
Minutes – Nelson

### **I. CALL TO ORDER/PLEDGE OF ALLEGIANCE:**

Commissioner Hanke called the meeting to order at 5:30 p.m.

### **II. APPROVAL OF AGENDA:**

- Executive session duration is thirty minutes with action on a Litigation item.

**Commissioner Tucker moved to approve the Agenda as presented.**

**Commissioner Clinefelter seconded the motion.**

**Motion carried by unanimous vote.**

### **III. CONSENT AGENDA (1:04):**

A. Approval of Public Workshop Minutes – March 8, 2017

Approval of Regular Meeting Minutes – March 8, 2017

B. Approval of Warrants

Warrant #057404 through #057411 in the amount of \$12,257.23 for Payroll & Benefits

Electronic Payment in the amount of \$64,659.16 for Payroll and Benefits

Warrant #057412 through #057457 in the amount of \$98,256.42 for Accounts Payable

Warrant #057458 in the amount of \$754.88 for Accounts Payable

Warrant #057459 through #057460 in the amount of \$6,084.47 for Accounts Payable

Warrant #057433 as a VOID

Electronic Debit in the amount of \$4,075.52 for WA State Dept. of Revenue Combined

Excise Tax Return for February 2017

**Commissioner Tucker moved to approve the Consent Agenda as presented.**

**Commissioner Hanke seconded the motion.**

**Motion carried by unanimous vote.**

### **IV. PUBLIC COMMENTS (Not related to agenda) (2:23):**

Anne Ricker commented on Quilcene Marina facilities.

### **V. SECOND READING (Action Items):**

### **VI. FIRST READING (Discussion Only):**

### **VII. REGULAR BUSINESS:**

#### **A. US Coast Guard Lease (2:05):**

Mr. Englin presented the new lease for the US Coast Guard. He explained Federal Government negotiates leases on an annual basis, with this lease term ending September 30, 2017. The annual rate for this lease is \$58,500, up over \$20,000 from the past lease.

Commissioner Hanke and Ms. Gibboney commended Mr. Englin on his business skills and negotiating abilities. Ms. Berg and Mr. Toews were also thanked for their efforts.

**Commissioner Hanke moved to approve the US Coast Guard lease, as presented.**

**Commissioner Clinefelter seconded the motion.**

**Motion carried by unanimous vote.**

#### **B. February 2017 Financials (4:57):**

Ms. Berg presented the 2017 February Financials as compared to the previous three years, highlighting revenues and expenses.

Possible reasons were discussed as to why February revenues are down - mostly due to weather and the loss of one Travelift.

Ms. Berg explained some of the expenses from the Travelift accident appear in the February, but those costs would be offset once insurance payment has been received.

Discussion included monthly verses quarterly reports.

### **VIII. STAFF COMMENTS (12:53):**

Ms. Gibboney reported on the following:

Implementation of project management tools, where she presented the program “Smart Sheet”. This program allows the commission to view progress on Capital projects. She explained the program format and discussed current progress, including the Boat Haven restroom remodel, ventilation at the former Port administration building at Point Hudson, Boat Haven Breakwater, Point Hudson Jetty – both south and north jetties, Boatyard stormwater – informing she, Mr. Englin, Marc Horton and Joe Kalmar of Landau are attending a meeting Monday with Dept. of Ecology in Lacey. She noted that later she would host a brown bag lunch for tenants to explain stormwater status.

Ms. Gibboney reported the new Communications & Marketing Coordinator would develop a page on the Port’s website dedicated to the stormwater issue and make available to the public outreach materials.

Ms. Gibboney updated progress on Boat Haven water metering, Boat Haven parking, airport construction project, Boat Haven shoreline stabilization, Commercial Basin restroom remodel, and Boat Haven electric submeters.

Ms. Gibboney reported the Port was awarded a \$50K CERB grant for Point Hudson planning and is working with Maul Foster Alonghi on the planning effort.

She discussed the IDD (Industrial Development District) and the workshop last month, assisted by Brian Kuh, EDC Director, that included members of the Ag community. Commissioner Tucker asked who the target group would be for the April IDD workshop. Ms. Gibboney answered sectors outside of the Port Townsend area, possibilities to include composite and energy businesses.

Ms. Gibboney reported Rep. Tharinger has received the request from the Port for a Proviso.

She reported on the hiring of the new Communications & Marketing Coordinator, Kimberly Matej, who will begin work April 10.

Last, Ms. Gibboney discussed the current need for record storage space, and the lack of available storage in our area.

Mr. Englin reported on the following:

Travelift close out and negotiations with suppliers, progress on the facility maintenance plan and an online work order form, progress on the grant submittal to replace the underground storage fuel tank at the airport, yard walk-throughs and a list of needed improvements. Mr. Englin stated the goal is to use yard space more efficiently and to clean up the yard overall. He reported on the maintenance punch list for Quilcene, calls for Quilcene that are now forwarded to Boat Haven moorage office, progress on acquiring fiber and Wi-Fi for our properties, close out on Coast Guard lease negotiations, updating leases and developing standardized lease templates. Mr. Englin also discussed derelict vessel procedures that are being developed by our attorney for staff, suppliers, Vessel Assist, etc. to follow to avoid derelict vessels being dropped without permission at Port properties.

Last, Mr. Englin reported he has been reviewing staffing plans for yard and moorage.

Ms. Nelson corrected an error on the next public workshop/commission meeting date – should read April 12, 2017.

Ms. Berg reported on:

Replacement of IT servers, and the work schedule for our contracted IT help, working on insurance renewals, attended procurement training last week – by Quarter 2 she hopes to have a procurement policy in place for the Port that would include processes for projects, purchasing and bidding. Ms. Berg reported she has been reviewing the Port’s policy on employee drug screening, visiting the hospital to learn protocol, and contacting labs. Ms. Berg reported she is working on the year-end financials.

IX. PUBLIC COMMENTS (56:03):

Quilcene resident Kit Kittredge commented on Quilcene facilities and operations. She invited a Port rep to a meeting of the “Quilcene Marina Committee” on March 27 at 9:00 am in the Quilcene Community Center.

George Yount commented on the IDD process.

X. COMMISSIONER COMMENTS (1:12:09):

Commissioner Tucker informed he has talked with Senator Van de Wege and learned the Integrated Planning Grant is moving forward. He also brought to his attention the halibut resolution recently passed by the Port of PT Commission.

Commissioner Tucker reported on the recent Energy Lunch meeting he attended and the possibility of hosting a pilot project on producing renewable energy.

Commissioner Hanke apologized to the public on a matter brought to his attention at Point Hudson, involving one of his tour boats that he had tied up at the pump out station. He stated he was not aware of the hardship it could pose to other boaters and he immediately moved the boat as soon as he was made aware.

Commissioner Hanke discussed a petition to NOAA proposing a one-mile restriction from viewing whales on the west side of San Juan Island. He said the Washington Public Ports Association opposes the restriction and discussed it in further detail.

Last, he commented on the derelict vessel situation and the big problem they create for the Port.

XI. NEXT PUBLIC WORKSHOP AND REGULAR MEETING:

Wednesday, April 12, 2017. Workshop at 9:30 am, meeting at 1:00 pm in the Port Commission Building, 333 Benedict St, Port Townsend.

XII. EXECUTIVE SESSION:

The regular session recessed into Executive Session at 6:51 pm to discuss potential litigation, pursuant to RCW 42.30.110 (i) and a personnel matter, pursuant to RCW 42.30.110 (g), duration of thirty minutes with action on a litigation issue. At 7:19 pm, Ms. Nelson announced to any waiting public that the session is extended to 7:26 pm.

XIII. RECONVENING AND ADJOURNMENT OF REGULAR SESSION:

The meeting reconvened at 7:26 pm.

**Commissioner Tucker moved to delegate authority to the Executive Director to pursue litigation and claims against Seattle Maritime Academy.**

**Commissioner Clinefelter seconded the motion.**

**Motion carried by unanimous vote.**

There being no further business to come before the Commission, the meeting adjourned at 7:26 pm.

ATTEST:

\_\_\_\_\_  
Peter W. Hanke, President

\_\_\_\_\_  
Stephen R. Tucker, Secretary

\_\_\_\_\_  
Brad A. Clinefelter, Vice President

## PORT OF PORT TOWNSEND

**MEETING OF:** April 12, 2017

**AGENDA ITEM:** VI. First Reading  
A. Yard Rate Update & Proposal

### **BACKGROUND:**

The Port charges related to the use of the hoist, storage, labor and other services are part of the overall cost that is shared between the Port and the marine trades, our tenants, and contractors. We have a shared interest in serving the end customers that is both qualitative and directly affects our operating revenue and expenses. In most instances, the Port does not have overall control of the total costs to the customer for ship repair projects though we provide an integral part of the platform for this work. This differentiates us from virtually all private boat yards or even boat yards leased from other port authorities. Comparing our rates to other yards is a challenging effort.

Our strategy is to ensure that our costs for various services and equipment are recovered and allow for reinvestment over the lifecycle of the public assets by aligning with the upper end of the market. We are not chasing everyone in the market and must price per our cost structure and more importantly - our value - which should be accounted for in its entirety. We have focused on key service providers that closely resemble our profile in terms of capacity and capabilities. Also, we are making a sincere effort to support the marine trades to attract cost conscious customers to Port Townsend.

Here are the current and proposed prices for services. They are grouped into:

- 75T Hoist Rate structure
- 330T Hoist Rate structure
- Labor and electric rates
- Storage rates
- Miscellaneous charges

**75T Hoist Travelift Rates.** The 75T rate proposals reflect the choice between rolling the washdown rates into the hoist lift rates or keeping them separate. Most boat yards separate them out but Port of Edmonds includes the washdown. Fundamentally, the Commission should consider if we want to require vessels to be washed down and whether it makes commercial sense to include these costs.

	75 T ROUND TRIP (RT)					75T HOIST	75T PORT	75T OFF-PORT
	< 31'	32' - 41'	42' - 51'	52' - 61'	62'	MIN CHG	BLOCKING	BLOCKING
Port Townsend (Current)	7.95	9.00	9.90	10.15	11.15	150.00	Included	1.00
Port Townsend (ALT A)	10.00	11.45	13.25	14.25	16.00	200.00	Included	2.00
Port Townsend (ALT B)	9.00	10.00	11.00	12.00	14.00	200.00	Included	2.00

Unit costs above are per linear foot for length-over-all of vessel excepting minimum charge

Adjusted haulout costs (described below) reflect full or prorated costs for actual services provided. Washdown costs reflect cost recovery and are lower than most boat yards.

	ONE WAY INSPECTION	ONE WAY HAULOUT	ONE WAY LAUNCH	HANG OVERNIGHT	75T WASHDOWN	75T EXTRA WASHDOWN	DELAY 75T FEE
	CHG	TRAILER	TRAILER	TRAILER	PER 30 MIN	PER 30 MIN	PER 30 MIN
Port Townsend (Current)	150.00	150.00	150.00	150.00	1.50	1.00	1.50
Port Townsend (ALT A)	RT RATE	75% RT 200.00	50% RT 200.00	RT RATE	Included	1.50	2.00
Port Townsend (ALT B)	RT RATE	75% RT 200.00	50% RT 200.00	RT RATE	2.00	2.00	2.00

Proposed unit costs above are per linear foot for length-over-all of vessel

**Labor and electric rates.** Labor rates link directly to our actual costs both for regular time and overtime or emergency callout charges. Electrical rates do not cover hookups or the true cost of providing electrical service. Staff is looking at how best to recover these costs in the future including a generalized utility fee that has been implemented at other ports.

	LABOR RATE	OVERTIME LABOR RATE	PORT CALL IN RATE	75 TON H/U OR DAILY	75 TON METER (KWH)
	PER HR	PER HR	PER HR	ELEC FEE	ELEC FEE
Port Townsend (Current)	60.00	85.00	85.00	Included	0.095
Port Townsend (ALT A)	60.00	90.00	90.00	Included	0.095
Port Townsend (ALT B)	60.00	90.00	90.00	Included	0.095

**Storage rates.** Yard storage rates, for this proposal, are being significantly driven by feedback from our marine trades, tenants, as well as lower occupancy numbers. Marine trade feedback indicates that the Port rates are seemingly too high at the current time. Our inquiries indicate the opposite. Most rates start at \$1.00 per lineal foot for storage and go up from there. Nevertheless, we believe we should listen to this feedback since rates in private yards and for local customers may align with our tenants' strongly voiced views. Also, our yards are not fully occupied so there is no question we should consider pricing as one possible cause. Therefore, we are increasing our rates modestly to \$0.75 per lineal foot. More importantly, we are recommending we institute a 20% discounted yard rate to marine trade customers and will likely recommend seasonal discounts for longer term customers that extend their stay. Highlighted here is the tax consideration that if customers stay 30 days or more their actual cost includes leasehold tax of 12.84%. At private yards, it should also be noted that their quoted rates rarely include sales tax (they are not subject to leasehold tax). The tax differential is about 4% between port versus a private sector yards for extended storage costs - as a percentage of the base costs. Again, keep in mind that our published rates are significantly lower than other yards. Going forward, we will need to monitor our performance closely.



	75 TON H/U OR DAILY	75 TON METER (KWH)	75T YARD STORAGE	MONTHLY 75T YARD STORAGE	MONTHLY 75T YARD STORAGE	MARINE TRADE 75T YARD STORAGE	MARINE TRADE 75T YARD STORAGE
	ELEC FEE	ELEC FEE	DAILY PLF	DAILY PLF	DAILY PLF w/LH Tax	DAILY PLF	DAILY PLF w/LH Tax
Port Townsend (Current)	Included	0.095	0.63	0.63	0.63	0.63	0.63
Port Townsend (ALT A)	Included	0.095	0.75	0.60	0.68	0.60	0.68
Port Townsend (ALT B)	Included	0.095	0.75	0.60	0.68	0.60	0.68

**330T Hoist Travelift Rates.** The 330T rate proposals reflect two important changes. First, we are sunsetting the 3% marine trade surcharge. This is responsive to the consistent concerns voiced by our tenants regarding the ability to administer this fee and issues of fairness. We are increasing our hoist rates to more closely align with the market and to accomplish our goal of maintaining a revenue neutral budget while eliminating the 3% surcharge. Also, these rates reflect the increased difficulty of lifting larger vessels and the significantly higher costs of yards ballasted for these heavier loads. We are still assessing the life cycle costs of the 330T yard area and other infrastructure necessary to support larger scale operations.

BOAT YARD	330T ROUND TRIP (RT)			330T HOIST	330T	330T
	<70'	71'-89'	90'>	MIN CHG	BLOCKING	REBLOCKING PER HR
Port Townsend (Current)	15.00	15.85	18.20	500.00	Included	75% RT
Port Townsend (Alt A)	17.86	19.22	23.76	800.00	Included	75% RT
Port Townsend (Alt B)	17.86	19.22	23.76	800.00	Included	75% RT

Unit costs above are per linear foot for length-over-all of vessel excepting minimum charge

Staff examined the required personnel resources and amount of time necessary for other haulout options and recommend the following adjustments to the rate structure. In reality, quick inspections still require a roundtrip haulout. One way haulouts often preclude the Port from being able to conduct round trip haulouts. These rates much more accurately reflect the true costs to the Port.



BOAT YARD	ONE WAY INSPECTION	ONE WAY HAULOUT	ONE WAY LAUNCH	PRIOR TO LAUNCH INSPECTION	MULTIHULLS	330T WASHDOWN
	HOIST			HOIST	150% RATES	PER 30 MIN
Port Townsend (Current)			150.00			90.00 3.00
Port Townsend (Alt A)	RT RATE	75% RT	50% RT	50% RT 800.00	150% RT 800.00	90.00 3.00
Port Townsend (Alt B)	RT RATE	75% RT	50% RT	50% RT 800.00	150% RT 800.00	90.00 3.00

Lastly, the Port needs to institute a fee for commercial trucks that are loading out commercially harvested species such as crab, shrimp, and salmon. This proposed rate reflects charges in other jurisdictions for the exact same use. This fee would apply to each truck operating at Port facilities.

COMMERCIAL TRUCK
BOX FEES PER DAY
0.00
200.00

#### Executive Director's Recommendation:

Executive Director and staff's recommendation is to adopt proposed rate schedule B.

#### Action Requested:

Request Commission authorization for the Executive Director to adopt either of the proposed rate schedules.

## **PORT OF PORT TOWNSEND**

**MEETING OF:** April 12, 2017

**AGENDA ITEM:** VII. Regular Business  
A. EDC/Team Jefferson Report

**BACKGROUND:**

Team Jefferson Director, Brian Kuh, will update the Commission.

**Executive Director's Recommendation:**

## PORT OF PORT TOWNSEND

**MEETING OF:** APRIL 12, 2017

**AGENDA ITEM:** VII. Regular Business  
B. Approval of Contract with Maul Foster Alongi

### **BACKGROUND:**

The Port's application for funding from the Community Economic Revitalization Board (CERB) was approved on March 16, 2017. The grant will fund a planning process and the preparation of a long-term use and development strategy for Point Hudson. When completed, the strategy document will provide clear direction regarding how the Port can revitalize and maintain this iconic and historic facility in a manner that is both financially sustainable, and in alignment with community goals.

The scope of work will include a broad assessment of Point Hudson that meets both CERB planning grant requirements and unique needs of this community. Scope elements include:

1. **Background and Need** Evaluation of existing operations of Point Hudson including financial assessment of operating costs, revenues, capital and maintenance needs. This assessment will clarify the need to the community for a change in the status quo.
2. **Community Engagement** The Port and City will lead a community engagement process that will include: personal interviews with key community stakeholders, survey of public interests and aspirations for Point Hudson, community meetings.
3. **Site Assessment** This task will build on previous studies of physical conditions of Point Hudson to provide an assessment of the condition of contributing buildings within the designated historic district, capacity of existing utilities, natural resources, and land use and environmental regulations.
4. **Market Assessment** Study of local and regional market trends to identify emerging economic development opportunities that may align with the Point Hudson vision
5. **Development Scenario Analysis** Evaluation of 3-4 potential scenarios for development of the property relative to a set of criteria that will include financial feasibility, regulatory compliance, and alignment with Port and City goals and objectives.
6. **Implementation Strategy** Formulation of a clear set of defined actions to achieve the preferred development scenario. The strategy will establish a schedule, identify roles and responsibilities, and recommend funding options. The strategy will also recommend models for public-private partnerships to implement and manage redevelopment. An assessment of the economic benefits of the redevelopment project will be forecasted in alignment with CERB planning grant requirements.

The rationale and need for this planning effort was discussed and confirmed during the Commission's January retreat, and incorporated into the Port's 2018 Work Plan. CERB will provide \$50,000 in funding and the Port is required to provide a \$20,000 match.

Maul Foster Alongi has been selected to complete this work. The attached draft contract is for \$70,000. This contract amount requires Commission approval.

This contract will not be executed with Maul Foster Alongi until the grant contract between CERB and the Port is executed.

**Executive Director's Recommendation:**

Authorize the Executive Director to execute the attached contract with Maul Foster Alongi.

**Attachments:** Draft Contract with Maul Foster Alongi

## Port of Port Townsend

### Personal Services Agreement for Preparation of a Point Hudson Development Strategy

THIS AGREEMENT is entered into between the Port of Port Townsend, hereinafter referred to as the "PORT," and MAUL FOSTER ALONGI, Inc., hereinafter referred to as "CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The CONSULTANT is retained by the PORT to conduct a planning process and prepare a long-term use and development strategy for the Port's Point Hudson facility.
2. Consultant Qualification. The CONSULTANT warrants that it possesses the required skills to perform the work specified in this Agreement.
3. Scope of Services. The CONSULTANT shall provide the services agreed upon with PORT management and outlined in Attachment "A" to this Agreement.
4. Time and Duration of Agreement. This Agreement shall remain in effect until completion of the services described in Attachment "A" and final payment has occurred, unless otherwise terminated in accordance with this Agreement (see section 13 below). Work shall not commence until the PORT provides CONSULTANT with written notice to proceed. The PORT will not issue a notice to proceed until CONSULTANT has provided insurance as required by this Agreement. All work shall be completed by December 31, 2017.
5. Reimbursement. CONSULTANT shall be reimbursed an amount not to exceed \$70,000.00 for services rendered under this Agreement.
  - a. Invoices shall contain a description of the work completed, days and hours worked, billing rate, and fees, and shall be submitted on a monthly basis;
  - b. The reimbursement amount set forth above is the total amount due to the CONSULTANT for all services performed and expenses incurred under this Agreement;
  - c. The reimbursement amount includes all direct labor costs, overhead costs, and direct (expense) costs, including materials, supplies, equipment, costs for travel, reproduction costs and telephone, facsimile and computer use incurred during the term of the Agreement;
  - d. The CONSULTANT shall maintain time and expense records and provide them not more frequently than monthly to the PORT, along with invoices

- in a format acceptable to the PORT for work performed to the date of invoice. The CONSULTANT shall provide progress reports, scheduling and completion information upon request by the PORT;
- e. CONSULTANT shall keep cost records and accounts pertaining to this Agreement available for inspection by the PORT's representative for three (3) years after final payment;
  - f. If the services rendered do not meet the requirements of this Agreement, the CONSULTANT will correct or modify the work to comply with this Agreement. The PORT may withhold payment for such work until the work meets the requirements of the Agreement.
6. Insurance Requirements. The CONSULTANT shall take out and maintain insurance as set forth in Attachment "B" to this Agreement.
7. Compliance with Laws. CONSULTANT shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations applicable to the services to be rendered under this Agreement.
8. Indemnification and Hold Harmless. CONSULTANT shall indemnify and hold the PORT, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the CONSULTANT in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the PORT. CONSULTANT specifically assumes potential liability for actions brought by CONSULTANT's own employees against the PORT and solely for the purpose of this indemnification and defense CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. CONSULTANT recognizes that this waiver was the subject of mutual negotiation. The provisions of this section shall survive the expiration or termination of this Agreement.
9. Independent Contractor. The CONSULTANT is, and shall be at all times during the term of this Agreement, an independent contractor and not an employee of the PORT. The parties fully understand the nature of independent contractor status and intend to create an independent contractor relationship. The CONSULTANT, and not the PORT, shall have the right to control the manner and means by which the work or services is accomplished. The PORT shall retain the right, however, to ensure that the work under Attachment "A" is being performed according to agreed-upon requirements. Consistent with this relationship, CONSULTANT shall not be covered by any PORT benefit programs, such as health and welfare benefit plans, social security, workers compensation or unemployment compensation, and shall not be treated as an employee for federal or state tax purposes or any other purpose. CONSULTANT shall be



responsible for paying all taxes related to payments PORT makes to CONSULTANT, including federal income taxes, self-employment (Social Security and Medicaid) taxes, local and state business and occupation taxes, and the PORT is not responsible for withholding for or paying any of those taxes or for contributing to the State Industrial Insurance Program.

10. Assignment or Delegation. CONSULTANT shall not sublet or assign any of the services covered by this Agreement, nor delegate any of its duties hereunder to any other person, firm or entity without the express written consent of the PORT first being obtained.
11. Drug-Free Workplace Policy. The PORT has adopted a Drug-Free Workplace Policy that the workplace will be a drug free environment conducive to conducting the PORT's business free from unlawful manufacture, distribution, dispensing, possession or use of controlled substances. This policy applies to PORT Commissioners, PORT employees, and independent contractors conducting business on PORT property.
12. Equal Opportunity Policy. All persons or entities performing work for the PORT shall provide equal opportunity to all of its employees and applicants for employment and assure that there is no discrimination on the basis of race, color, region, national origin, sex, age, marital status, or physical disability unless based upon a bona fide occupational qualification. All persons or entities performing services for the PORT must insure that the foregoing extend to all areas of employment and to all relations with employees including recruitment, selection, placement, compensation, promotion and transfer, training, daily working conditions, awards and benefits, and all other terms and conditions of employment as provided for in state and national laws. CONSULTANT hereby agrees to abide by applicable regulations during the course of this Agreement.
13. Termination. The PORT may terminate this Agreement for cause after notifying the Consultant of its default and giving the CONSULTANT 10 days to cure the default. CONSULTANT will be paid just and equitable compensation as provided in sections 4 and 5, above, for any satisfactory work completed prior to the date of termination.
14. No Partnership. The parties agree that nothing contained in this Agreement shall be considered as in any way constituting a partnership between the PORT and CONSULTANT.
15. Notices. All notices shall be delivered personally or may delivered by any of the following methods: mailed by certified mail, return receipt requested; regular mail; courier service; facsimile or electronic mail to the other party as their address appears of record with the PORT or State. In the case of notice by mail,

notice shall be deemed given on the date of postmark. In case of facsimile or electronic mail, notice shall be deemed given when received.

16. Ownership of Documents. All work products, papers, notes, memoranda, correspondence, drawings, specifications, reports, and other documents and records of any sort produced, received, held or maintained in conjunction with the performance of this Agreement by the CONSULTANT shall be and is the exclusive property of the PORT, except that the CONSULTANT may use such materials to assist other public agencies. Upon request of the PORT, or upon completion of any of the services provided for in this Agreement, or upon termination of this Agreement for any reason, the CONSULTANT shall deliver to the PORT, machine-reproducible in format acceptable to the PORT copies of any and all such materials. Once accepted by the PORT, CONSULTANT shall have no responsibility for subsequent use by other persons.
17. Non-Waiver. Any failure by the PORT to enforce strict performance of any proviso of this Agreement will not constitute a waiver of the PORT's right to subsequently enforce such provision or any other provision of this Agreement.
18. Severability. If any term or provision of this Agreement is held invalid, the remainder of such terms or provision of this Agreement shall not be affected, if such remainder would then continue to conform to the terms and requirements of applicable law.
19. Legal Fees. In any lawsuit between the parties with respect to matters covered by this Agreement, the prevailing party will be entitled to receive its reasonable attorney fees and costs in the lawsuit, in addition to any other relief that may be awarded.
20. Applicable Law and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action shall be in the Superior Court of Jefferson County.
21. Amendment. This agreement may be amended only by written instrument signed by both PORT and CONSULTANT.
22. Complete Agreement. This Agreement together with the Attachments reflects the entire agreement of the parties relating to the subject matter thereof, supersedes all prior or contemporaneous oral or written agreements, or any understandings, statements, representation or promises, and is intended fully to integrate the agreement between the parties with respect to the matters described in this Agreement.

23. Other Terms. Additional Terms (if any) are set forth in an Attachment that will be numbered Attachment "C", and initialed and dated by the parties.

DATED this \_\_\_\_\_<sup>th</sup> day of April 2017.

**CONSULTANT, MAUL FOSTER LONGI**

**PORT OF PORT TOWNSEND**

\_\_\_\_\_  
Jim Darling, Vice-President/Principal  
Planner

\_\_\_\_\_  
Sam Gibboney, Executive Director

Approved as to Form:

\_\_\_\_\_  
Port Attorney

## **ATTACHMENT “A”: SCOPE OF SERVICES**

### **POINT HUDSON DEVELOPMENT STRATEGY**

Maul Foster & Alongi, Inc. (MFA) is excited about the opportunity to continue to work with the Port of Port Townsend (the Port) on the Point Hudson Development Strategy (PHDS). The MFA team has completed an initial internal scoping process with the Port and now proposes to move forward with the development of the PHDS itself. The process will involve an assessment of current conditions, market assessment, preparation of conceptual development options, community outreach, and implementation strategy.

MFA will continue to partner with Heartland LLC (Heartland) and Stephen Day Architecture. MFA will be the lead consultant and provide site planning, community outreach, engineering and GIS services. Heartland will conduct the market assessment and financial feasibility components of the project, while Stephen. Day will analyze constraints and opportunities associated with the historic buildings at Point Hudson.

The scope of work described below outlines a baseline level of work to be performed by the MFA team, funded, in large part, by the Community Economic Revitalization Board (CERB) planning study grant. Within each task description, the “Extended Scope” sections describe extensions of the tasks that could be performed upon the availability of additional funding.

#### **SCOPE OF WORK**

##### **Task 1—Existing Conditions Assessment**

Understanding Point Hudson’s opportunities, constraints, and needs is critical to its development strategy. This task will separate myths from facts and provide a firm foundation of accurate and clear information for future use planning. The purpose of this task is to articulate the need for a new strategy and provide a clear description of the financial, operational, physical, and regulatory conditions at Point Hudson. This work will include the specific subtasks and deliverables listed below.

##### **Subtask 1.1—Project Purpose Statement**

In coordination with the Port, MFA will prepare a brief document with appealing graphic design that clearly defines the need for and purpose of the PHDS. The document will summarize key facts regarding the current use and condition of the property, financial performance, constraints, and opportunities. The intended audience for the document is community opinion leaders. The budget assumes that the Port will provide a lease inventory, studies, and reports related to operations and financial performance. MFA will review these documents, summarize findings, and use this information to develop the purpose and needs statement for the PHDS.

### **Subtask 1.2—Existing Conditions Assessment**

This subtask will include research and evaluation to provide a high level, broad understanding of the key attributes of the property. The MFA project team will focus the assessment on the following attributes of Point Hudson:

- Deeds and Titles – MFA will subcontract with a local firm to prepare a title report for the property. MFA will review the title report to evaluate any encumbrances on the property including easements and any restrictions placed on the property at the time of sale.
- Natural Resources – MFA will review public information and existing reports related to the location of wetlands, streams, protected aquifers, and geohazards in the area in order to analyze restrictions and regulatory implications. This information will be summarized in a map and memorandum.
- Cultural and Historic Resources – Stephen Day will review the current condition of existing buildings on the property relative to their historic integrity and research the implications of the National Historic District designation and City of Port Townsend historic building regulations on the property's potential for adaptive reuse and redevelopment.
- Buildings, Infrastructure, and Regulatory Conditions – The Port and the City of Port Townsend will provide previously prepared assessments of buildings, infrastructure, and development regulations to the MFA team. These reports primarily provide an assessment of the condition of contributing buildings in the designated area, data on existing utilities, and the implications of land use and environmental regulations. MFA will consolidate them, and the other existing conditions research described above, into a single report.

### **Assumptions:**

- The Port will provide a lease inventory and previously prepared studies and reports on their operations
- The Port and the City of Port Townsend staff will provide previously completed assessments of buildings, infrastructure, and regulatory conditions at Point Hudson

### **Deliverables:**

- A purpose and needs statement for the Point Hudson Development Strategy
- An existing conditions memorandum, summarizing findings of each of the elements described above

### **Extended Scope**

Subtask 1.3—MFA is prepared to perform a thorough review of lease agreements and organize the information in a memo that summarizes lease terms and conditions.

Subtask 1.4—MFA can perform the following as part of the existing conditions assessment:

- Conduct a topographic and boundary survey to confirm the location of property lines, easements, and rights of way
- Delineate and survey the ordinary high water mark on the property based on Department of Ecology guidelines
- Perform a preliminary architectural and structural assessment of existing buildings to support more refined cost estimates for renovation and adaptive reuse
- Analyze the condition and capacity of water and sewer infrastructure to identify improvements needed to support redevelopment

### **Task 2—Market Assessment**

The financial success of the Port's operations at Point Hudson will be driven by the ability to generate sufficient revenue from the property to exceed costs for capital improvements and operations. Heartland will perform an analysis of real estate and economic trends, including rents, vacancy rates, and absorption for different market sectors. This task will include:

#### **Subtask 2.1—Research Interviews**

Interviews will be conducted with business leaders and real estate development professionals in the vicinity of Port Townsend to understand perceptions of market trends, opportunities, and challenges. This work will include a forum for local business-owners as well as individual interviews.

#### **Subtask 2.2—Data Analysis**

Heartland will assemble and analyze demographic, real estate, wage, and economic data to evaluate trends and identify targeted industries and potential opportunities for revenue-generating uses that could be well-suited to locate at Point Hudson.

#### **Deliverables:**

- Market Assessment Memo including a market strategy timeline

### **Task 3—Analysis of Development Scenarios**

The purpose of this task is to provide a critical analysis of the redevelopment potential of Point Hudson. The analysis will build upon the understanding of existing conditions as summarized in the previous tasks, and will identify potential challenges and opportunities based on current market information. The task will include:



### **Subtask 3.1—Evaluation of Potential Reuse Alternatives**

The project team will prepare a summary of findings, conceptual-level descriptions, and a preliminary evaluation of a range of potential future uses of the site based on findings of previous tasks. This will include the identification of use types that could maximize revenue potential while respecting physical and regulatory constraints, capitalizing on existing opportunities, and ensuring that the resulting project is consistent with local and regional planning goals including economic diversification. The evaluation will include a preliminary financial feasibility analysis that compares potential revenue generation with forecasted capital costs of development.

### **Subtask 3.2—Preferred Alternative**

The project team will compare the potential development scenarios and identify the most feasible potential reuse alternative. MFA will prepare conceptual site plan drawings and renderings to illustrate the preferred option.

#### **Deliverables:**

- Conceptual plan drawings of preferred alternative

#### **Extended Scope**

Subtask 3.3—MFA can assemble case studies of similar waterfront properties to examine re-use practices and lessons learned that could be applicable to Point Hudson.

### **Task 4—Community Involvement**

The purpose of this task is to engage the public in the planning process. As an important icon and historically significant component of the community, the future disposition of these properties is likely to be a topic of high interest to the public. The community involvement task is designed to provide the Port with a reliable understanding of the range of opinions held by different stakeholders and cross sections of the public regarding the PHDS.

MFA will provide opportunities for public education and obtain a general assessment of public opinion by conducting:

- Two to four inter-governmental meetings with public agencies such as the Port and the City of Port Townsend
- Interviews or small group meetings with key stakeholders (assume up to 8 interviews)
- Two community meetings or open house events

#### **Extended Scope**

MFA's public engagement specialists could facilitate an online open house to expand efforts to solicit input from the public.

### **Task 5—Implementation**

The key steps for implementing the potential redevelopment of Point Hudson will be integrated into a redevelopment strategy. The strategy document will describe the specific issues to be addressed by the plan, the economic outcomes expected as a result of its implementation, and quantifiable measures that will indicate success. The report will include a funding strategy that identifies funding for public facilities improvements, including infrastructure, and describes potential funding sources for historic building renovation. It will also feature strategies to engage in partnerships to bring resources to the project and manage redevelopment.

If the project is determined to be feasible, the following information will be provided within the final report, as outlined by the CERB planning study grant requirements:

- Total estimated jobs created
- Description of employee benefits
- Median hourly wage estimates as compared to the Jefferson County average
- The County's three-year unemployment rate in relation to the state average
- County population change over the last five years
- Projected percent change in the County's labor force as a result of the project
- Projected percent change in the County's unemployment as a result of the project
- Projected change in state and local revenues as a result of the project
- Estimated private investment generated by the project

### **Deliverables:**

- PHDS document

### **Extended Scope**

Heartland can prepare a 10-year cash flow projection for the preferred redevelopment alternative, while MFA can use IMPLAN software to perform an economic impact analysis that yields indirect and induced employment projections and tax revenues that could result from the redevelopment, based on regional economic data.

## BUDGET

The estimated cost to perform the proposed baseline work is \$70,000 (see attached estimated budget). This cost estimate does not represent a lump sum. MFA bills for time and materials, consistent with the attached schedule of charges. MFA may apply money from one task to another to complete the scope of work. The cost for each task, as well as the itemized cost of performing "additional work," is shown in the table below.

Task	Baseline	Extended
1	<b>Existing Conditions Assessment - \$15,000</b> Project Purpose Statement Existing Conditions Assessment	Lease Review and Memo - \$4,500 Boundary Survey - \$10,500 Ordinary High Water Mark and Sea Level Rise - \$7,000 Additional Building Assessment - \$10,000 Infrastructure Capacity - \$10,000
2	<b>Market Assessment - \$20,000</b> Research Interviews Data Analysis	N/A
3	<b>Analysis of Development Scenarios - \$20,000</b> Evaluation of Potential Reuse Alternatives Preferred Alternative	Case Studies - \$7,500
4	<b>Community Involvement - \$15,000</b> Intergovernmental Meetings Stakeholder Interviews Community Meetings	Online Open House - \$10,000
5	<b>Implementation - \$10,000</b> Final Point Hudson Development Strategy	Cash Flow Projection - \$15,000 Economic Impact Analysis - \$5,000
	<b>Total - \$70,000</b>	

## ATTACHMENT "B":

### INSURANCE REQUIREMENTS

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#### Insurance

The CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

#### No Limitation

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the PORT's recourse to any remedy available at law or in equity.

#### A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The PORT shall be named as an insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the PORT.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

#### B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**C. Other Insurance Provision**

The CONSULTANT's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the PORT. Any Insurance, self-insurance, or insurance pool coverage maintained by the PORT shall be excess of the CONSULTANT's insurance and shall not contribute with it.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

**E. Verification of Coverage**

CONSULTANT shall furnish the PORT with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work.

**F. Notice of Cancellation**

The CONSULTANT shall provide the PORT with written notice of any policy cancellation, within two business days of their receipt of such notice.

**G. Failure to Maintain Insurance**

Failure on the part of the CONSULTANT to maintain the insurance as required shall constitute a material breach of contract, upon which the PORT may, after giving five (5) business days notice to the CONSULTANT to correct the breach, immediately terminate the agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the PORT on demand, or at the sole discretion of the PORT, offset against funds due the CONSULTANT from the PORT.

## PORT OF PORT TOWNSEND

**MEETING OF:** April 12, 2017

**AGENDA ITEM:** VII. Regular Business  
C. Organizational Chart

### **BACKGROUND:**

The attached organizational chart (org chart) represents a shift toward a customer focus that will help the Port to deliver an integrated customer service experience. While staff has been working diligently to implement many functional and cultural changes, this realignment will help us to break down the silos that many of our customers have experienced in the past.

The primary goal of this re-organization is to create a “one stop shop” experience for our moorage, yard and RV customers. Scheduling for moorage, the hoist, yard and RV’s will all be under the direction of the newly created position of Business Manager.

The Business Manager will be a key position responsible for providing seamless customer service throughout Port operations. The Business Manager would oversee all marina operations, work to coordinate the hoist and yard schedules, and supervise all customer service business across the portfolio of Port assets. This position would work closely with the Director of Operations & Business Development to develop and monitor financial and performance goals as well as other long term business goals.

The second key position introduced on this org chart is that of the customer service manager. The Customer Service Manager will lead the team of Moorage & Yard Customer Service Representatives to deliver exceptional service to our tenants, guests and the public. This would be a working manager position with responsibility for the Port Townsend Boat Haven (PTBH), Point Hudson Marina and RV Park, and Quilcene (Herb Beck) marinas. The Customer Service Manager would coordinate day to day activities to ensure the smooth, safe and efficient operations of the marinas & RV park.

Both above described positions would be at will and exempt.

In addition to the newly created position, the org chart shows the alignment of all Customer Service Representatives under the direction of both the Customer Service Manager and Business Manager. Scheduling will be integrated so that our customers will need only make one phone call or email to schedule both their hoist and moorage. Customer Service Representatives will be cross trained to deliver seamless scheduling and service.



We have met with the representative of the Teamsters Local Union No. 589. They understand our business and organizational objectives and have expressed no objection to this reorganization.

Also, represented on this org chart is the new position approved in the 2017 budget: Communications Coordinator. As you know, we have hired this position, and she will be joining us at this April 12<sup>th</sup> Commission meeting.

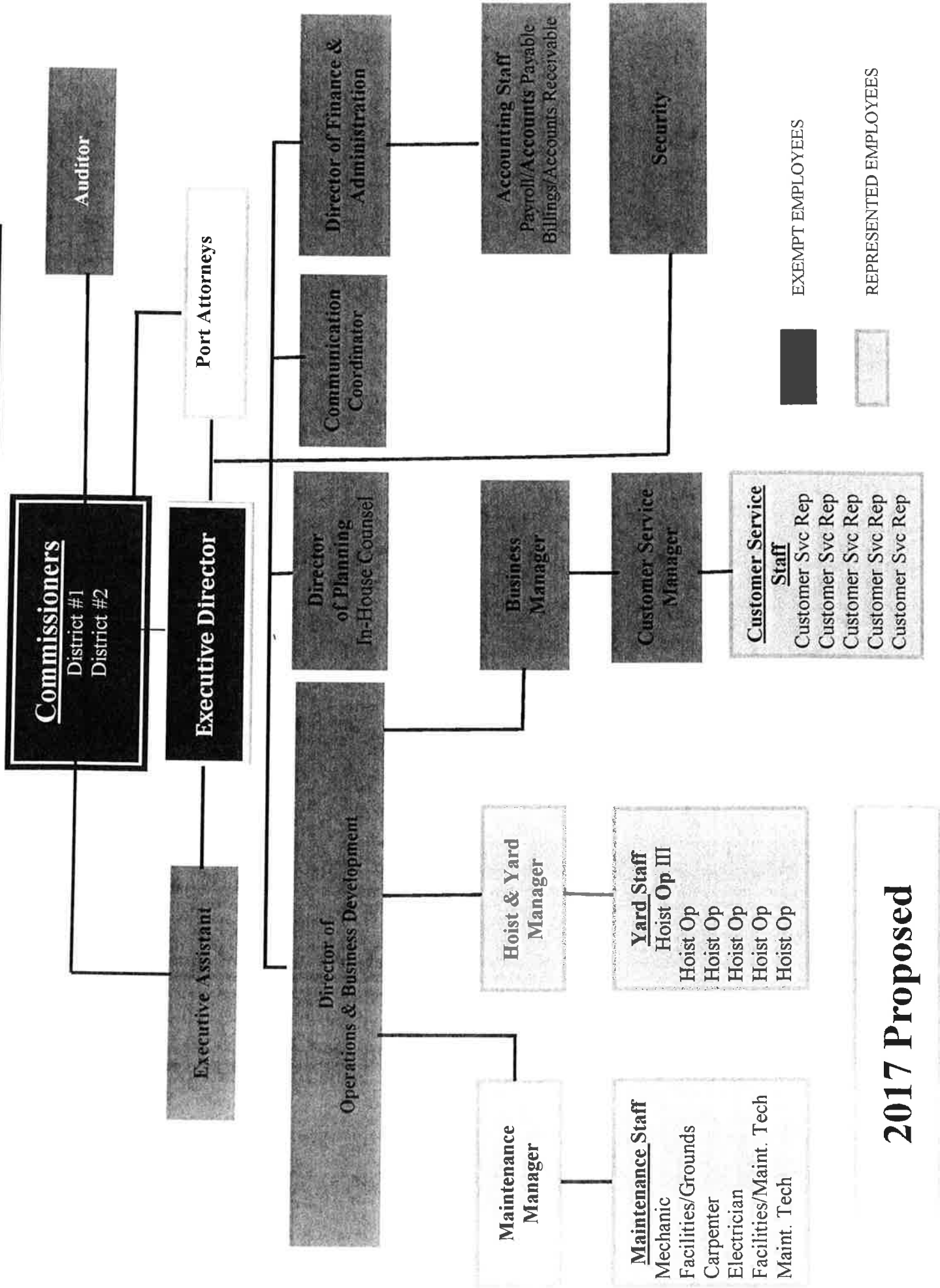
This proposed change does not affect the number of full-time equivalent positions for the organization.

**Executive Director's Recommendation:**

I recommend that the Commission approve the proposed organizational chart.

Attachments:        Draft Organizational Chart  
                         Business Manager job description  
                         Customer Service Manager job description

# PORT OF PORT TOWNSEND



EXEMPT EMPLOYEES

REPRESENTED EMPLOYEES

2017 Proposed

# PORT OF PORT TOWNSEND

## POSITION DESCRIPTION

Position Title: Business Manager

Department/Location: Moorage & Yard

Reports to: Director of Operations & Business Development

### Position Summary:

The Business Manager oversees the business operations of Port facilities with direct service to customers and tenants. This position is part of the Senior Management Team and coordinates closely with other managers and the Leadership Team. This position oversees and supervises staff at Point Hudson, Boat Haven, Jefferson County International Airport and Quilcene. This is a key position responsible for providing seamless customer service throughout Port operations. The Business Manager oversees all marina operations and works closely to schedule and coordinate the hoist and yard schedule. This position works closely with the Director of Operations & Business Development to develop and monitor financial and performance goals as well as other long term business goals. This is an at will, exempt position.

The Business Manager oversees both long term business planning such as:

- annual budget preparation
- financial performance reports
- continuous process improvements to keep pace and ahead of market expectations
- staff development including training and ongoing mentoring
- regular planning & monitoring of marketing efforts
- continuous staff mentoring to provide our customers & tenants with exceptional customer service and experience

as well as the following day to day activities:

- customer services
- customer reservations, intake & checkout
- records, billings and avoidance of delinquent accounts or non-payment
- safety programs and operations
- environmental compliance & stewardship
- response to emergencies
- staff scheduling & supervision
- coordination with maintenance to deliver timely responses to customer issues
- regular planning & monitoring of administrative systems to keep pace and ahead of market expectations

## **Major Duties and Responsibilities**

Duties and responsibilities shown are intended to indicate the type of work performed and should not be understood as an exhaustive list of all tasks assigned to this position.

- A. Provides business leadership to continuously position Port properties to both serve the Port mission and grow our competitive advantage.
- B. Oversees all moorage activities at the Boat Haven, Point Hudson and Quilcene (Herb Beck) Marinas.
- C. Oversees scheduling of hoist operations and moorage for the work float and linear dock. Works closely with the Hoist/Yard Manager to provide seamless customer service.
- D. Oversees fuel dock operations at the Quilcene marina.
- E. Supervises moorage customer service reps and front desk operations.
- F. Supervises the yard customer service representative and oversees handling of funds, hoist contracts, and yard agreements.
- G. Participates in preparation of annual operating budget, and long-range business forecasts.
- H. Prepares operating procedures and supervises staff for implementation.
- I. Works with the Port Leadership team to plan & monitor marketing efforts. Promotes the Port through day-to-day activities, boat shows, and other functions.
- J. Evaluates moorage and fuel dock functions and prepares reports and presentations.
- K. Initiates and maintains contacts & successful relationships with yard, maintenance, administrative and accounting staff and other persons.
- L. Initiates and maintains contact & successful relationships with port customers, vendors, and lease tenants.
- M. Directs and performs safety and emergency service duties and responsibilities.
- N. Provides input and recommendations for maintenance, facility and capital improvements.
- O. Serves as a resource to Port executives and Commissioners on moorage and fuel dock plans, business, customer service and facility plans and improvements.
- P. Performs other duties as assigned.

## **Minimum Qualifications**

To perform this job successfully, an individual must be able to perform all of the duties in an efficient and competent manner. The requirements and conditions listed are representative of the minimum levels.

- 1. Education: High school diploma or GED required. Courses related to marina, RV park and boat yard operations, customer service and hospitality industry desired.
- 2. Knowledge/Experience: Five years progressively responsible marina, RV park and boatyard related management including supervisory, customer service, harbormaster experience or equivalent required. Knowledge of business planning, rate setting, financial monitoring and forecasting required.

### **Knowledge, Skills, and Abilities**

Requirements outlined in this position description may be subject to modification to reasonably accommodate individuals with disabilities otherwise qualified for this position.

1. Skills and knowledge of business management related to moorage, RV parks and boat yards.
2. Skills and knowledge of moorage, fuel dock, RV park and boat yard operations, supervision, management, and customer services.
3. Ability to oversee and maintain effective communications and working relationships with co-workers, management, customers, tenants, and the public.
4. Ability to lead and supervise a team to deliver exceptional customer service in a fast-paced and demanding environment. perform duties and responsibilities in an efficient and satisfactory manner meeting minimum standards for supervision, selection, training, evaluation, recognition, discipline, and development.
5. Ability to lead and develop program plans, estimates, budgets, and liaison with other agencies, evaluate and report activities, and develop program improvements.
6. Knowledge of and ability to direct safety and emergency service functions.
7. Ability to work in a team to coordinate activities with Port managers, supervisors, contractors and other organizations.
8. Knowledge of environmental regulations and compliance practices for moorage, RV parks, boatyards and fuel docks.
9. Ability to work proficiently with MS Office software and marina management database and software.
10. Must have a valid Washington State driver's license.

### **Physical Requirements**

Physical efforts require extended periods of walking, stooping, reaching, feeling, bending, kneeling, climbing, grasping, handling and talking, both in person and over the phone. Requires general vision and hearing. Position may also require standing, crawling, swimming, sitting and the ability to push, pull, lift and carry up to 50 pounds.

### **Work Environment**

The work environment conditions are representative of those that marina, RV park and/or boatyard managers encounter while performing the day-to-day functions of this job. The work environment includes duties in outdoor and storm conditions, with temperatures as low as 0 and as high as 100 degrees (Fahrenheit). Work environment includes frequent working on wet and slippery surfaces and may include duties performed at night in areas with little or no lighting.

*Equal Opportunity Employer – Americans with Disabilities Act*

# PORT OF PORT TOWNSEND

## POSITION DESCRIPTION

Position Title: Customer Service Manager

Department/Location: Moorage & Yard Office

Reports to: Business Manager

### Position Summary:

The Customer Service Manager leads the team of Moorage & Yard Customer Service Representatives to deliver exceptional service to our tenants, guests and the public. This is a working manager position with responsibility for the Port Townsend Boat Haven (PTBH), Point Hudson Marina and RV Park, and Quilcene (Herb Beck) marinas. The Customer Service and Moorage Manager coordinates day to day activities and ensures the smooth, safe and efficient operations of the marinas & RV park. This position works closely with the Business Manager, other Port managers and customer service representatives to provide a seamless delivery of exceptional service. This is an at will, exempt position.

### Major Duties and Responsibilities

Duties and responsibilities shown are intended to indicate the type of work performed and should not be understood as an exhaustive list of all tasks assigned to this position.

- A. Manages and supervises Moorage & Yard Customer Service Representatives, seasonal staff and front desk operations.
- B. Works closely with the Business Manager to implement procedures and protocols. Makes recommendations for continuous improvement of operations.
- C. Works closely with the Business Manager to implement staff training and to integrate seasonal staff.
- D. Works closely with the Business Manager to implement and monitor business and performance goals.
- E. Oversees and coordinates marina, RV & yard customer services, files, and billing.
- F. Oversees and maintains permanent, monthly and nightly guest records.
- G. Oversees and maintains records for yard customers.
- H. Oversees and maintains wait lists and slip assessments.
- I. Supervises and performs dock and inventory walks and safety inspections to include inventory of empty slips for transient assignment and preparation of permanent and transient slip/space records, and checking for necessary maintenance, for empty slips/spaces, and Port policy compliance and parking.
- J. Supervises and performs counter sales, to include all aspects of moorage and yard activities.
- K. Supervises and performs Port central reception duties such as answering phones, making referrals, taking messages, and providing information on the marinas, RVs, yard and the Port in general.

Approved: 3/2017

Customer Service Manager Page 1



- L. Supervises and performs billing and account maintenance duties such as calculating credits and monthly billing for moorage and yard, and ramp usage, and provides information on rates and services.
- M. Supervises and collects moorage electrical system daily reads and prepares monthly billing inputs.
- N. Supervises, processes and files moorage agreements. Keeps files updated with current registration and insurance requirements.
- O. Provides information on Port policies and helps resolves customer disputes.
- P. Promotes, sells, and markets Port through knowledge of Port services and facilities.
- Q. Performs other duties as assigned.

### **Minimum Qualifications**

A qualified individual must be able to perform all the duties in an efficient and competent manner. The requirements and conditions listed are representative of the minimum levels.

- 1. Education: High school diploma or GED required. Courses related to marina operations, customer service, and computer skills are desired.
- 2. Knowledge/Experience: Five years progressively responsible customer service, marina/RV park/boatyard experience.

### **Knowledge, Skills, and Abilities**

Requirements outlined in this position description may be subject to modification to reasonably accommodate individuals with disabilities otherwise qualified for this position.

- 1. Skills and knowledge of operations supervision management related to moorage, RV parks and boat yards including hands on involvement in a reservations or scheduling system.
- 2. Ability to oversee and maintain effective communications and working relationships with co-workers, management, customers, tenants, and the public.
- 3. Ability to lead and supervise a team to deliver exceptional customer service in a fast-paced and demanding environment.
- 4. Knowledge of and ability to implement safety and emergency service functions.
- 5. Knowledge of environmental regulations and compliance practices for moorage, RV parks, boatyards and fuel docks.
- 6. Ability to work proficiently with MS Office software and marina management database and software.
- 7. Skills and abilities in customer service and problem solving required
- 8. Skills in sales and cash handling of public funds and accurate record keeping.
- 9. Ability to multi-task, coordinate, liaison, network, and work as a team or independently with minimal supervision.
- 10. Must have a valid Washington State driver's license.

### **Physical Requirements**

Physical demands reflect the position's responsibility for moorage, yard and fuel dock duties. Physical efforts require extended periods of walking, stooping, reaching, feeling, bending, kneeling, climbing, grasping, handling and talking, both in person and over the phone. Requires general vision and hearing. Position may also require standing, crawling, swimming, sitting and the ability to push, pull, lift and carry up to 50 pounds.

### **Work Environment**

The work environment conditions are representative of those a marina and boatyard supervisor might encounter while performing the day-to-day functions of this job. The work environment includes duties in outdoor and storm conditions, with temperatures as low as 0 and as high as 100 degrees (Fahrenheit). Work environment includes frequent working on wet and slippery surfaces and may include duties performed at night in areas with little or no lighting.

*Equal Opportunity Employer – Americans with Disabilities Act*

## PORT OF PORT TOWNSEND

**MEETING OF:** APRIL 12, 2017

**AGENDA ITEM:** VII. Regular Business  
D. Resolution No. 663-17, Appointment of Agent to Receive Claims  
for Damages

### **BACKGROUND:**

Local governments in the State of Washington are required to appoint an agent to receive any claim for damages made against them, per RCW 4.96.020. This appointment shall be made and recorded with the auditor of the county in which the entity is located. Failure of a local government entity to comply with this requirement precludes that local government entity from raising a defense against any claims for damages. The agent is simply a point of contact; the agent is not required to be an attorney, or to represent the local government entity, but to present any claims for damages to the officers and executive management of that local government.

The attached resolution appoints S. Abigail Berg, Director of Finance and Administration, as the agent for the Port of Port Townsend for any claims for damages.

### **Executive Director's Recommendation:**

For Commission review and approval.

## RESOLUTION NO. 663-17

### A RESOLUTION OF THE PORT OF PORT TOWNSEND APPOINTMENT OF AGENT TO RECEIVE CLAIMS FOR DAMAGES (RCW 4.96.020)

**WHEREAS**, pursuant to the provisions of RCW 4.96.020, the governing body of each local governmental entity shall appoint an agent to receive any claim for damages made under Chapter 4.96 RCW; and,

**WHEREAS**, the identity of the agent and the address where she may be reached during the normal business hours of the Port of Port Townsend are public records and shall be recorded with the Jefferson County Auditor; and,

**WHEREAS**, all claims for damages against a local governmental entity, or against any local governmental entity's officers, employees, or volunteers, acting in such capacity, shall be presented to the agent within the applicable period of limitations within which an action must be commenced; and,

**WHEREAS**, the failure of a local governmental entity to comply with the requirements of this section precludes that local governmental entity from raising a defense under Chapter 4.96 RCW.

**NOW, THEREFORE BE IT HEREBY RESOLVED** that the Commission of the Port of Port Townsend appoints the below listed agent to receive any claims for damages made under Chapter 4.96 RCW.

Agent Appointed:	S. ABIGAIL BERG
Office Address:	Port of Port Townsend PO Box 1180 2701 Jefferson Street Port Townsend, WA 98368
Business Hours:	Mon-Fri, 8:00 am – 4:30 pm

**BE IT FURTHER RESOLVED**, by the Commission of the Port of Port Townsend, the Auditor of the Port of Port Townsend record this document with the Jefferson County Auditor.

**ADOPTED this 12<sup>th</sup> day of April 2017, by the Commission of the Port of Port Townsend** and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the Seal of the Commission duly affixed.

**ATTEST:**

\_\_\_\_\_  
Stephen R. Tucker, Secretary

\_\_\_\_\_  
Peter W. Hanke, President

\_\_\_\_\_  
Brad A. Clinefelter, Vice President

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Port Attorney, Goodstein Law Group