

**AGREEMENT FOR MACMILLAN PIER  
MARINE MANAGEMENT SERVICES**

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This agreement is made and entered into as of the \_\_\_29\_\_\_ day of \_March\_, 2005, by and between the Town of Provincetown (hereinafter referred to as the “Town”), acting by and through its Board of Selectmen and Town Manager, and the Provincetown Public Pier Corporation (hereinafter referred to as “Pier Corporation”), acting by and through its Board of Directors.

WHEREAS, the Pier Corporation is a public entity established in accordance with Chapter 13 of the Acts of 2000, as amended by Chapter 260 of the Acts of 2002, for the purpose of, among other things, managing MacMillan Pier, and

WHEREAS, sections 5(d) and 5(n) of Chapter 13 of the Acts of 2000 authorize the Pier Corporation to enter into contracts with the Town for the furnishing of services; and

WHEREAS, the Town desires to contract with the Pier Corporation for the provisions of harbormaster and other marine related services;

NOW, THEREFORE, the Town and the Pier Corporation agree as follows:

1. Scope of Services. Commencing on July 1, 2005, the Pier Corporation agrees to provide to the Town harbormaster and marine management services in accordance with the scope of services set forth in Attachment A.
2. Term. This Agreement shall be for a term of five years.
3. Compensation. The Town agrees to pay the Pier Corporation the following contract amounts for the services provided herein.

FY 2006:	<u>\$135,000</u>
FY 2007:	<u>\$137,000</u>
FY 2008:	<u>\$139,000</u>
FY 2009:	<u>\$140,000</u>
FY 2010:	<u>\$141,000</u>

Payment shall be made on a monthly basis in equal installments. The obligation of the Town under this Agreement shall be subject to annual appropriation. In the event that sufficient funds are not appropriated or otherwise made available to support the continuation of this Agreement in any fiscal year, the Town shall cancel this Agreement.

4. Harbormaster. The Harbor/Pier Manager shall be an employee of the Pier Corporation, and is hereby designated by the Town Manager as the Town’s harbormaster pursuant to General Laws c.102, §19 and Provincetown Charter §7-2-4. For as long as this Agreement is in effect, the Pier Corporation shall appoint the Harbor/Pier Manager, subject to approval by the Town Manager. Consistent with General Laws c. 102, sec. 19, the appointment of the

Harbor/Pier Manager shall remain in force unless the Town Manager determines that the Pier/Manager should be relieved of his or her duties as the harbormaster for neglect of duty, negligence or conduct unbecoming a harbormaster, or until this Agreement is terminated or otherwise amended. In the event that the Pier/Manager is relieved of his duties as the harbormaster by the Town Manager, this Agreement shall terminate. All harbor/pier staff shall be under the supervision of the Harbor/Pier Manager. It is expressly understood that the Harbor/Pier Manager shall perform all of the required duties of the harbormaster, in addition to the services set forth in Attachment A.

5. Termination. This Agreement may be terminated by either party for convenience after ninety (90) days written notice.

6. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Pier Corporation shall assign or transfer any interest in the Agreement without the written consent of the other.

7. Compliance with Laws. The Pier Corporation shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

8. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

9. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

10. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**TOWN OF PROVINCETOWN**

**PROVINCETOWN PUBLIC PIER  
CORPORATION**

Town Manager/Chief Procurement Officer

\_\_\_\_\_

Town Accountant

\_\_\_\_\_

Board of Selectmen:

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**ATTACHMENT A**  
**MARINE MANAGEMENT**  
**SCOPE OF SERVICES**

This outlines the goals, organizational plans, staffing considerations, timelines, as well as the financial considerations for a streamlined, customer service driven approach to the management of Provincetown Harbor and its related public marine resources by the Provincetown Public Pier Corporation for the Town of Provincetown.

***Goal***

To create a straightforward and efficient framework for providing public marine services through a single service-oriented operation capable of pro-actively administering projects and grants designed to promote and protect Provincetown Harbor and the pier, increase customer satisfaction, provide economic opportunities for business and seek out additional revenue sources without unduly compromising the PPPC's existing tenants and users or the environment. The benefit of bringing the harbor—as well as pier-- management functions under the stewardship of the Provincetown Public Pier Corporation (PPPC) is the proactive approach in its statutory mandate to stimulate economic development and extends its ability to support commercial fishing and aquaculture.

***Organizational Plan***

The parties anticipate that, in many respects, the department will look and feel like a traditional Harbormaster department. In order to accomplish a responsive, dedicated team approach, job descriptions will have added responsibilities as described below. Added responsibility requires commensurate compensation for line staff based on ability, and is reflected in the PPPC's financial proforma.

Oversight control by the Town over the PPPC is already well defined within the enabling legislation. That legislation affords the Board of Selectmen all appropriate means to insure that the PPPC is fulfilling its responsibilities. The required annual joint meeting of the boards should be considered a minimum with additional meetings to address specific issues as needed. An annual audit is also a requirement; this critical tool provides financial oversight and recommendations on better accounting controls to be incorporated into the management structure. Public participation is ensured by the requirement that the Pier Corp hold an annual hearing for public comment on its operations.

The Chairman of the PPPC Board of Directors Chairman is the direct supervisor for the Harbor/Pier Manager ("the Department Head") who handles day-to-day operations including supervision of the staff.

***Deployment***

The organizational chart within the department is straightforward; one department head, one office worker, and line staff to facilitate and support the department goals and responsibilities. Within the business model is flexibility. The abilities of the available staff will dictate to some extent the assignments of individuals to utilize the strengths of team members with an expectation that they must cover each other's weaknesses as well.

Deployment of the staff on any given shift will include one on the pier, one in the office and one on the water (seasonally) with a floater for busy times. When emergency response, weather conditions, visitor loads or projects require a team, they come together to accomplish the task. On completion, all return to default positions.

Routine maintenance and seasonal set-ups will become a part of the pro-active attitude of the department alleviating most calls for assistance to other Town departments.

***Position Synopsis – see also “Job Classification descriptions” below***

- **Harbor/Pier Manager (Department Head)**- Year-round position acts as supervisor, board liaison, enforcement, grants, financial, business, maintenance and staff development. Serves as the Town's harbormaster.
- **Radio Dispatch & Office Administration** - Year round bonded position, dispatch & coordinate service calls, internal transaction control, bookkeeping, maintain and staff office hours. Assistant harbormasters cover off hours.
- **Assistant Harbormaster** - Two year round positions provide line staffing with patrol, enforcement, service and emergency response, maintain facilities & vessels.
- **Seasonal Assistant Harbormaster** - 2 or 3 seasonal positions provide line staffing with patrol, enforcement, service

and emergency response, maintain facilities & vessels. Anticipated from April to November with staggered starts.

### ***Staff Considerations***

Section 3 (e) of the enabling legislation defines Pier Corp staff as special municipal employees. They report to and Pier Corp. pays their costs with access to employment benefits provided through an existing agreement with the Town.

The parties recognize the concerns of the existing staff as expressed in their various communications, and the PPPC has adjusted its initial proposal. The Physical Plant and Harbor Patrol job classification duties outlined in the PPPC's 12-20-2004 report have been combined and all line staff will be titled Assistant Harbormaster. It would be difficult to find any one person with all the skills needed within the Assistant Harbormaster job description, and the PPPC seeks candidates possessing a variety of the needed characteristics with particular attention to the mix of skills within the team.

Continuity is a critical component. The one existing permanent Town employee will be sub-contracted from the Town to the PPPC (see "collective bargaining considerations" below). Previous seasonal employees will have an abbreviated interview process in recognition of their experience as previously done with the seasonal assistants. The primary goal of this process is to educate the returning members of the parties' shared vision and expectations and achieve enthusiastic support of the team approach.

A dedicated radio dispatch and office coordinator position is new to the department and critical to its success. This is not a management position, but a clerical and organizational one. Central communication control is key to keeping staff on task and accountable, providing efficient customer service through coordinated response. The expansion of the pier, billing for the larger commercial fleet including 40 additional slips and an aggressive posture towards grant funding and new business development requires a year round staff member well versed in bookkeeping and office administration to provide this part of the PPPC's service responsibilities. The purpose of the position is to provide office coverage and centralize communications while performing needed administrative duties and internal transaction controls. This frees up the more experienced personnel to do the work on the pier and harbor that is necessary to fulfill the parties' shared mission.

An assistant manager capable of stepping into the department head position is assumed to be within the ranks of the Assistant Harbormasters. Staff will be given training with the goal of recruiting from within if the need arises and for effective vacation and duty coverage.

To keep the staff engaged and productive, project assignments will be made based on employee strengths and interests in keeping with the needs of the organization. Progress will be monitored and ideas exchanged in weekly staff meetings where everyone will be updated with the week's events as well.

Finally, the variety of tools available for the staff to accomplish the parties' goals will be expanded; not just physical tools needed for maintenance, but heightened training in boat handling, rescue response, equipment repair and customer service as well. Of course, enforcement tools available to Harbormasters will continue to be used as needed to achieve compliance with regulations. Training will be through the Harbormasters Academy for key employees.

### ***Collective Bargaining implications***

Implementation of this service agreement as it effects the one employee whose position is governed by a union contract-- the full-time Assistant Harbormaster-- is subject to impact bargaining with AFSCME Town-wide Unit A. The standard to be met is found in the collective bargaining agreement's management rights clause (Article IV, Section 1) which says that the Town has "the right to subcontract unit work provided no bargaining unit employee otherwise qualified for said work is laid off or reduced in hours as a result of said subcontracting." Accordingly, in subcontracting this work to the PPPC, the parties specify that the affected employee will not laid off, nor his hours reduced. The job description that employee performs can be amended to meet the needs of the service agreement, subject to the Town's obligation under Article XVIII, Section 6 of the union contract that "whenever a job description is revised by the Town, the Town shall provide a copy of the revised job description to the Union," and the Town's obligation to bargain with the union over the impact of such changes.

### ***Timeline/Transition***

Upon execution of this agreement, the PPPC would start to work with existing staff to develop standard operating procedures (SOP) and personnel policies in keeping with a small, pro-active department using the Town's existing personnel package as a template. The existing staff would finish out this fiscal year within the current 295 Harbormaster budgets. New hires, if any,

would immediately be funded from the PPPC FY 2005. The transition would be completed on July 1 starting the FY 2006 budget. The Town of Provincetown, through the Town Manager or his designee, shall participate with the members of the PPPC Board of Directors in interviewing applicants for the position of Harbor/Pier Manager.

### ***Financial Considerations***

Exhibit C of the March 29, 2005 MacMillan Pier Lease Agreement remains the vehicle used to manage the financial relationship between the PPPC and the Town, including management of the harbor. As a five-year proforma, said Exhibit C is an illustrative tool for mid-range analysis, rent projections and the relative health of the venture. The mechanisms for reviewing and updating each five-year period are built into that lease. This plan creates an efficient means for the delivery of services to the pier and harbor with the removal of unproductive duplication, accompanied by enhanced flexibility for staff response and improved customer service. The PPPC intends to accomplish this task through dedicated and professional management, always understanding that it is the Town's interests that it represents.

### ***Job Classification Descriptions***

#### **Harbor/Pier Manager**

Manages, schedules and supervises staff, provides staff training, development, and employee policies, procedural and financial controls. Ensures consistent, professional service from all staff. Manages volunteer efforts such as beach clean up and Americorps projects.

Manages tenant relations.

Promotes marketing, new business development, public relations, and works with local events.

Develops budgets and financial reports. Prepares for Board meetings and follows through with Board decisions and projects.

Pursues grant funding for capital improvements and services.

Oversees maintenance and seasonal requirements of pier facilities, town owned floats and patrol boats. Schedules and supervises contracted trade services.

Coordinates and supports interactions with Town departments.

Serves as Town's harbormaster.

#### **Dispatch & Administrative Position**

Provides radio, phone and customer counter service response. Dispatches all staff to service and emergency calls.

Provides regular office hours for walk-ins. Assists manager.

Provides bookkeeping functions for mooring, dockage and commercial support service, excursion licenses and dinghy dock billing, prepares expense vouchers, payroll warrants and reconciliation reports for processing by Accounting Department. Prepares delinquent accounts for collection.

Maintains database logs, files, communications and office equipment.

#### **Assistant Harbormaster Positions**

Provides on-the-water presence. Responds to emergencies on the water and pier.

Provides information and hospitality for mariners. Promotes and assists with safety, education, clean harbor and environmental programs. Back up to physical plant positions.

Patrols the harbor, launching ramp, mooring and anchorage fields. Issues warnings or citations for violations when necessary.

Provides pump out services, maintains buoys and channels and weekend office coverage.

Provides maintenance and seasonal duties for facility- 3 jib cranes, ice machine, two marine patrol vessels, electrical pedestals, heat trace units, roadway and industrial lighting, piling caps, Town owned gangways and floats, canvas awnings, signage, etc.

Provides services to commercial, excursion and transient fleets. Includes; ice sales, coordinates permitted use of offloading stations and assistance with docking etc. when needed.

Monitors and enforces parking, vehicular and pedestrian flow. Makes regular pier patrols. Provides weekend office coverage. Back up to harbor patrol positions.

Maintains a clean facility sweeping areas not covered by street sweeper, picking up garbage, painting and keeping equipment in good repair.