

EXTENSION OF AGREEMENT
GLEN MANOR HOUSE
RESIDENT MANAGERS' CONTRACT

WHEREAS, the Town of Portsmouth, Rhode Island, a municipal corporation organized and existing under the laws of the State of Rhode Island, and Catherine Wilkinson and Donald Wilkinson, of said Town of Portsmouth, did on or about November 1, 2006, enter into an agreement for Resident Managers' Services for the period July 1, 2007 to June 30, 2012, and

WHEREAS, said agreement contained a provision allowing the Resident Managers to renew said agreement, and

WHEREAS, the Resident Managers by letter dated February 16, 2012, duly notified the Glen Manor House Authority that they were exercising their right to renew the agreement for the period of July 1, 2012 to and including June 30, 2017.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between the Town of Portsmouth and Catherine Wilkinson and Donald Wilkinson, the Resident Managers:

1. That said agreement is renewed for the period of July 1, 2012 to and including June 30, 2017;
2. The compensation payable during said renewal period shall be as set forth in the existing agreement; and
3. All other terms and conditions of the agreement remain unchanged.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the 10th
day of July, A.D. 2012.

Barbara Ripa
Witness

Janet Alonzi
Witness

Janet Alonzi
Witness

TOWN OF PORTSMOUTH

By: Joseph W Roll
Town Council President

Catherine Wilkinson
Catherine Wilkinson – Resident Manager

Donald Wilkinson
Donald Wilkinson – Resident Manager

Approved as to Form:

Donato Andre D'Andrea
Donato Andre D'Andrea
Portsmouth Town Solicitor

**GLEN MANOR HOUSE
RESIDENT MANAGERS' CONTRACT**

This agreement made this 15 day of November 2006, by and between the Town of Portsmouth, Rhode Island, a Rhode Island municipal corporation organized and existing under the laws of Rhode Island, hereinafter referred to as the "Town," and Catherine Wilkinson and Donald Wilkinson, of said Town of Portsmouth, acting jointly and severally, hereinafter referred to as the "Resident Managers," Witnesseth:

The Town is the owner of that tract of land, together with buildings and improvements thereon, known as the Glen Manor House, hereinafter referred to as the "Premises." The Town desires to secure the services of Resident Managers to provide the services set forth herein on the terms and conditions hereinafter set forth:

1. **Nature and Term of Agreement.** The Town contracts with Resident Managers, jointly and severally, for a period of five (5) years commencing July 1, 2007 and terminating at midnight on June 30, 2012, or earlier as set forth below. It is expressly understood that Resident Managers are not employees of the Town. They are not covered under the Town's workers' compensation policy, health insurance policy, pension plan or any other benefit plan. They are contractors only and, as such, are not entitled to any of the above benefits. They shall hold the Town and the Glen Manor House Authority, hereinafter referred to as the "Authority," blameless and harmless for any harm they, or either of them, may suffer on the property in all cases except cases of gross negligence on the part of the Town or the Authority. Nothing contained herein shall be construed to prevent or hinder the Town from adjusting the compensation paid hereunder and it is anticipated that compensation shall be reviewed on an annual basis. Resident Managers shall have the right to renew this agreement for an additional term of five (5) years provided they have not previously been issued a warning regarding unsatisfactory job performance or otherwise are the subject of proceedings which could lead to suspension or discharge. Resident Managers may exercise this option to renew by notifying the Authority of their intention to renew for a full five (5) year term, no later than March 1, 2012. In the event Resident Managers shall fail to so notify the Authority in writing, this renewal option shall be null and void and of no further force and effect. Provided however, that nothing herein shall be construed to prevent the Town or the Authority from terminating the position of Resident Manager in the event the Town shall cease to own or operate the Glen Manor House in the manner herein provided, or other like circumstances.

2. **Responsibilities of Resident Managers.** The Resident Managers, working under the direction of the Authority through its chairperson, shall be responsible for the following:

2.1. In order to provide security for the premises, the Resident Managers shall be required to reside on the premises, in living quarters designated by the Town as a condition of the contract agreement. The Town shall provide living quarters including heat, electricity and water, but excluding private telephone and cable TV. The Resident Managers will maintain flexible hours so as to accommodate the general public and to maximize the business opportunities for rental of the

House. Except as noted below, the House shall be available daily for appointments and inspection of the premises by the general public, prospective lessees or invitees.

- 2.1a. During the period May 1 through October 31, Mr. and Mrs. Wilkinson shall nominally not be required to work on Mondays and the House shall be closed to visitors. However, in the event that a function is booked for a Monday or some other pressing reason comes up for opening the House, Mr. and Mrs. Wilkinson may take off a day of their choice consistent with satisfying other client commitments.
- 2.1b. During the period November 1 through April 30, Mr. and Mrs. Wilkinson shall not be required to work on Sundays and Mondays and the House shall be closed to visitors. However, in the event that a function is booked for either a Sunday or a Monday or some other pressing reason (repairs or maintenance or it is the only day a prospective client can see the House) comes up for opening the House, Mr. and Mrs. Wilkinson may take off a day (or days) of their choice consistent with satisfying other scheduled commitments.
- 2.1c. During Resident Managers' vacation periods (see paragraph 9 below) the House shall be closed. During that time Authority volunteers will check phone messages, send out brochures, and check the House daily to assure that heating, electric, and plumbing systems are functional.
- 2.1d. Resident Managers shall maintain a daily log book listing events, duties, tasks, appointments, telephone calls, unusual occurrences, and any other information, logs or records requested by the Authority.
- 2.2. To provide effective working relationships with the Authority, Town officials, the general public, school department personnel, caterers, maintenance personnel and volunteers.
- 2.3. To return all calls within 24 hours and reply to all correspondence within 48 hours.
- 2.4. To provide security by supervising the interior and exterior of the Premises and inspecting the Premises on a daily basis.
- 2.5. To have keys provided by the Authority in their custody at all times. Distribution of keys shall be determined by the Authority.
- 2.6. To order and inventory all supplies required for the proper operation of the Premises.
- 2.7. To perform all administrative functions involving the booking of events, collecting of revenues and keeping of records required by the Authority.

- 2.8 . To have at least one of the Managers available on the Premises for all functions booked and to provide assistance as needed and assure that the functions are run in an orderly and responsible manner.
- 2.9 . To supervise catering services in compliance with posted regulations.
- 2.10 . Resident Managers shall inspect the Premises, and, utilizing forms supplied by the Authority, itemize any damages for purposes of returning security deposits.
- 2.11 . To maintain order within the area and maintain telephone contact with the police when necessary.
- 2.12 . To assure that the heating plant and all plumbing are operating properly and that all rooms are maintained at an appropriate temperature.
- 2.13 . To notify the Authority, through its chairperson, immediately of any problem affecting the operation of the Premises or its events.
- 2.14 . To inventory on an annual basis all personal property of the Premises, to forward the inventory report to the Authority upon request, and to report any missing or damaged property promptly.
- 2.15 . To perform light custodial maintenance including, but not limited to:
 - 2.15 a. Maintenance of table, chairs and equipment in clean, working order.
 - 2.15 b. Groundskeeping, i.e., litter control, sweeping steps, parking lot, service entrance, etc.
 - 2.15 c. Routine janitorial service of non-rented areas and caretaker residence.
 - 2.15 d. Routine building maintenance, i.e., tightening screws and nails, fixing windows and locks, changing light bulbs, touch-up painting, spackling, etc.
- 2.16 . To submit monthly reports to the Authority at its regularly scheduled meetings.
- 2.17 . To attend all meetings of the Glen Manor House Authority and meetings of such subcommittees of the Authority and Town Council meetings as requested.
- 2.18 . To comply with all regulations of the Town and the Authority.
- 2.19 . To indemnify the Town from all liabilities, claims, demands, damages and costs for, or arising out of, duties performed by Resident Managers under this agreement, if same are caused by willful or reckless acts of Resident Managers, their agents, family or guests.

- 2.20 . To support the Authority in the development of and subsequent updating of a five year plan for Manor House operations and facility improvements.
- 2.21 . To develop and execute, subject to Authority approval, a marketing plan for the Glen Manor House, including development of brochures, advertising, press releases, etc. They shall participate in conferences of the Chamber of Commerce, Newport County Convention & Tourist Bureau, and other such organizations that may provide opportunities for increasing Manor House business opportunities.
- 2.22 . To investigate the potential for obtaining government or private grants to support the renovation, furnishing, maintenance and preservation of the Glen Manor House.
- 2.23 . To identify and bring to the Authority's attention opportunities to both serve the community and to expand the use of the Glen Manor House through conduct of various special events such as chamber music concerts, performances by local theater groups, banquets, yachting related events, etc.
- 2.24 . To recommend to the Authority fee schedules for rental of the Premises and/or other services.
- 2.25 . To support the Authority Budget Committee in the preparation of the annual operating budget for submittal to the Portsmouth Town Council for approval.
- 2.26 . To provide interior and exterior caretaker services as follows:

2.26 a. Exterior Maintenance Services:

Perform exterior cleanup of all existing flower beds and shrubs, clean up all debris/sand in the parking lot and in the exterior grounds, i.e., spring cleanup.

Plant, mulch, water, fertilize, trim and weed existing gardens.

Plant flowers in all urns and flower boxes in spring and fall.

Cut lawn, remove clippings, water, fertilize and apply weed killers as required.

Clean terrace, grounds, refuse area and parking lot when required, particularly before and after scheduled events.

Prune shrubs and trees as required.

Roll back the encroachment of weeds, vines, brush and trash trees in the wooded area adjacent to the house.

Remove snow and ice from walkways, steps and handicapped access ramp. Apply sand and/or salt as required.

2.26 b. Interior Maintenance Jobs:

In addition to tasks listed elsewhere in this agreement, the Resident Managers shall, on a regular basis, undertake the following tasks:

Perform scheduled maintenance of all smoke alarms. Inspect and clean on a regular basis the kitchen exhaust hood.

Oversee the work of all interior contractors assuring that all the work for which the Authority has contracted is performed in a professional and workmanlike manner.

Schedule regular rug and window cleaning and oversee the work.

Perform routine maintenance in the kitchen so that all equipment (stove, hood system, etc.) remain in good working order.

Repair furniture as required.

2.26 c. Major Capital Improvement Projects:

With the concurrence of the Authority, and in the priority order established by the Authority, the Managers shall maintain a Major Capital Improvement Project list of which list projects will be scheduled based on the calendar year and funding. The Managers will assist in the writing of specifications for the bidding process. The Managers will over see the work of all contractors assuring that all work for which the Authority had contracted is performed in a professional and workmanlike manner.

3. Accounting by Resident Managers. Resident Managers shall be responsible to account to the Town in the following manner:

- 3.1 To collect fees and deposits in accordance with the Town's fee schedule and deliver the same to the Finance Office within five (5) days of receipt.
- 3.2 To log and keep accurate records of all deposits and receipts on forms furnished by the Town Finance Office and to keep such books and records as may be required in such form as may be required by the Authority and the Finance Director, which said books and records shall be available immediately to the Authority and the Finance Director.
- 3.3 To maintain and balance a petty cash fund in the amount of One Hundred Dollars (\$100.00) or such amount determined by the Authority and to keep such books

regarding said fund and to administer said fund as may be directed by the Authority.

3.4 To submit all bills to the Authority's treasurer.

4. Residential Premises supplied to Resident Managers. The Resident Managers shall reside in the third floor apartment of the Manor House and shall have use of the laundry room and a storage room designated by the Chairperson. All utilities other than private telephone and cable TV will be supplied by the Town. Nothing herein shall be construed to create a landlord-tenant relationship.

The Authority shall be responsible for repairs to the residential premises and the Resident Managers for general maintenance and minor repairs. No alterations are to be made to the residential premises without written approval of the Authority.

5. Time to be devoted by Resident Managers. Resident Managers will represent the Town properly and will devote such time as is necessary to perform their duties pursuant to this agreement.

6. Compensation. The Resident Managers shall receive Forty-One Thousand Two Hundred Five and 00/100 Dollars (\$41,205) per annum, which may be payable in equal installments on a bi-weekly basis in conjunction with the Town payroll dates, for the services described in this agreement. In addition, a commission may be paid to them upon recommendation of the Authority and with Town Council approval. Said commission shall be twelve and a half percent (12.5%) of the net House rental receipts, (total House rent receipts less refunds), remitted to the office of the Finance Director and may be paid on a monthly basis. House receipts shall not include table and chair rentals. Compensation shall be reviewed annually and may be adjusted on an annual basis.

7. Insurance. Resident Managers shall be responsible for the insuring of their own personal effects and providing Town with a copy of any such insurance policy. They are also encouraged to obtain such health and accident insurance as they may deem appropriate.

8. Termination. The Town may terminate this agreement immediately for willful neglect of duties set forth in Section 2 and its subsections herein, incapacity or unfitness to carry out duties or for unlawful conduct, including but not limited to: theft or malicious destruction of Town property, use of Town property for personal gain or conviction of an illegal act involving moral turpitude. The Town may also terminate this contract for repeated instances of unsatisfactory job performance. When the Resident Managers' conduct is reported to be unsatisfactory, the Chairman of the Authority shall investigate and shall report the results of the investigation to the Authority. In the event the Authority determines that the report has merit and the act or omission was of a serious nature they may impose disciplinary action including but not limited to: verbal warnings, written warnings, recommendation of suspension or recommendation of termination of employment. A written warning must include a complete description of the offense and potential consequences if repeated. In appropriate cases it should include goals and time frames to assist the Resident Managers in conforming their conduct and

job performance to the standards of the Authority. In the event of a recommendation of suspension or termination the Resident Managers shall have right to a hearing before the Portsmouth Town Council. In the event of a request for a hearing the Town Administrator shall decide if the suspension shall become effective prior to the hearing. All suspensions, other than those for purely investigatory purposes in which the allegation is proven false, shall be without pay. Termination should be recommended only in the event of serious offenses or when written warnings have not been heeded.

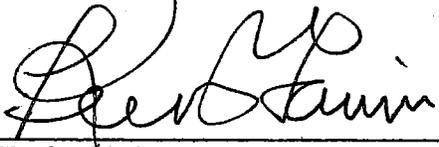
The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance by Resident Managers or either of them while on site or while performing their duties, or their failure to notify the Town Administrator or Personnel Director of conviction of a drug related offense while on duty within five (5) days of such conviction, shall be cause for immediate termination of this agreement.

9. Vacation time. In addition to the days when the House is closed, paragraph 2. above, each Resident Manager shall be allowed a total of 28 days off duty. Except in unusual circumstances, this time off will be scheduled at the discretion of the Authority to occur during the low season of House rentals (January through April).

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Approved as to form:

TOWN OF PORTSMOUTH

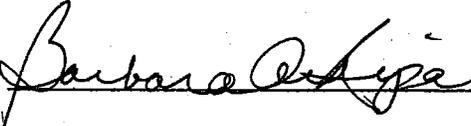


Kevin Gavin
Town Solicitor

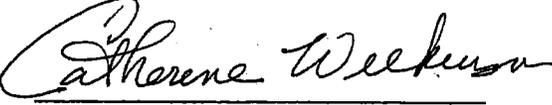
by: 

Mary Ann Edwards
Town Council President

Witness:



Barbara O'Keefe



Catherine Wilkinson
Resident Manager



Donald Wilkinson
Resident Manager