

TOWN OF PORTSMOUTH, RI



Request for Proposal

#P22-005 – Operation and Management Services for the Glen Manor House

Site Address:

3 Frank Coelho Drive, Portsmouth, RI 02871

Solicitation Date: December 15, 2021

Proposals Due: January 26, 2022 (2:00 p.m.)

Town of Portsmouth, Rhode Island
Finance Department
2200 East Main Road
Portsmouth, RI 02871

Town of Portsmouth, RI
Request for Proposal
#P22-005 – Operation and
Management Services for the Glen Manor House

Notice is hereby given that sealed proposals will be received at the Finance Office until **2:00 p.m. ET, January 26, 2022**, from qualified firms interested in providing Operation and Management Services for the Glen Manor House as described herein.

Questions concerning this solicitation must be received by the Town of Portsmouth by email at Finance@portsmouthri.com no later than **Friday, January 14, 2022 at 2:30 p.m. ET**. Please reference the RFP# on all correspondence. Questions and their answers, if any, will be posted to [BidNet Direct](#) and the [State of Rhode Island's Statewide Purchasing System](#) (see <https://www.portsmouthri.com/152/Purchasing-Requests-for-Proposals>) as addendum on **January 20, 2022 by 6:30 p.m.**

Sealed proposals clearly marked “**RFP #P22-005 - Operation and Management Services for the Glen Manor House**” will be received at the Town Finance Director’s Office at Portsmouth Town Hall, 2200 East Main Road, Portsmouth, RI 02871 until **2:00 p.m.ET, January 26, 2022**. A Zoom virtual bid opening has been scheduled for **4:00 p.m. ET, January 26, 2022**. See below for link to virtual bid opening.

*Topic: Bid Opening: RFP #P22-005 Operation and Management Services for the Glen Manor House
Time: Jan 26, 2022 04:00 PM Eastern Time (US and Canada)*

Join Zoom Meeting

<https://us02web.zoom.us/j/7650611853?pwd=ZWN0OWZ3VTNDLzZFSmt0NFg5dmxKUT09>

Any proposals received before January 26, 2022 will be stored in a secure location until the bid opening. Any Proposer who wishes their Proposal to be considered is responsible for making certain their Proposal is received in the Finance Office by the proper time. The Town Finance Director will be the final judge on if a Proposal was delivered on time.

The Town reserves the right to accept the proposal deemed to be in the best interest of the Town.

Lisa M. Lasky
Finance Director

Overview

The Town of Portsmouth (“Town”) is soliciting proposals from qualified firms to provide Operation and Management Services in accordance with the scope of work and requirements as detailed in this Request for Proposal (“RFP”).

The “initial” contract period will begin in December 2022 and be for a period of five years, renewable at the option of the Town for up to three additional five-year terms based on vendor performance in relation to terms of agreement. The agreement will include specific details on the execution of any existing future contracted events. It is expected that an interim agreement will be executed to cover period of transition prior to contract start.

Responses will be evaluated on the relative merits of the proposal, including revenue share components.

Instructions and Notifications to Vendors

Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

- a. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
- b. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the vendor. The Town assumes no responsibility for these costs even if the RFP is cancelled or continued.
- c. Proposals are considered irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the Finance Director.
- d. All revenue sharing declarations will be considered firm and fixed unless otherwise indicated in the proposal.
- e. It is intended that an award pursuant to this RFP will be made to a prime vendor who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the vendor’s proposal and the subcontractor(s) to be used is identified in the proposal.

- f. Vendors are advised that all materials submitted to the Town of Portsmouth for consideration in response to this RFP may be considered a public record as defined in R.I. General Laws § 38-2-1, et seq. and may be released for inspection upon request once an award has been made.
- g. Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the Town of Portsmouth may release records marked confidential by a vendor upon a public records request if the Town determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.
- h. Insurance Requirements – In accordance with this solicitation, the following insurance coverage shall be required of the awarded vendor(s):

General Requirements:

- 1. General Liability - \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. Additional Insured, CG 2010 or the equivalent, and Waiver of Subrogation in favor of the Town of Portsmouth.
 - 2. Commercial Automobile Liability - Combined Single Limit of \$1,000,000. Auto coverage to include hired and non-owned auto coverage.
 - 3. Workers' Compensation - \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee.
 - 4. Commercial Umbrella - Limit of \$5,000,000. Umbrella to be following form.
- i. **Police and Fire** – Vendor is required to have police details at all events and meet fire code requirements for events exceeding 185 attendees. Fees for such special details will be separately negotiated between the event sponsor and the contractor.

Background

In 1882, H.A.C. Taylor, who had homes in New York City and Newport, began to buy farmlands in Portsmouth, Rhode Island due to his love for the country life. His first purchase of 111 acres was already known locally as “The Glen.”

In 1906, H.A.C. Taylor moved out of Newport and took up residence on Glen Farm. He hired the famous architect, John Russel Pope, to design a home. Pope was an architect of world-wide fame, having designed the Jefferson Memorial in Washington DC, among other significant

achievements. His design of the Glen Manor House was based on the French Petit Trianon at Versailles and was quite unique to the area. The Glen Manor House had extraordinary gardens, somewhat Italian in their design, and the landscaping was magnificent.

Upon his death in May 1921, H.A.C Taylor's son Moses continued the work thanks to his interest in the gardens and the house plan. The house was completed in 1923. Moses died in 1928, and his widow, later Mrs. Edith Taylor Nicholson, lived in the house until her death in 1959.

In January 1959, Reginald Taylor, son of Moses, sold the estate and 43 acres to the Sisters of the Sacred Heart, who moved their Elmhurst school there from Providence. The school closed in 1972 and the property was purchased by the Town of Portsmouth on a bond issue. The school was closed in 2010 and the structures were demolished, and the school land is being developed into a public recreation park. There is also an adjacent publicly accessible dock area.

The Glen Manor Authority along with the resident manager currently makes the house available for special functions including weddings, receptions, corporate meetings, events and private gatherings.

Glen Manor House Authority

A group of volunteers from the town oversee the operation of the facility. Information on the composition of the Authority is at <https://www.portsmouthri.com/203/Glen-Manor-House-Authority>.

The Authority is chartered by the Portsmouth Town Council to operate in an advisory capacity to the Council regarding the operation of the Glen Manor House. The Glen Manor House Authority exists and receives its sole authority from the Portsmouth Town Council. Its purpose is to restore, maintain, and preserve the Glen Manor House and its adjoining property for the enjoyment of current and future generations of Portsmouth residents: manage the operation/ rental of the House for approved functions thereby obtaining funds necessary to accomplish the restoration, maintenance, and preservation, and when possible, return a portion of the proceeds to the Town's General Treasury.

The Friends of Glen Manor House

The Friends of Glen Manor House is a private non-profit organization of individuals dedicated to the restoration, preservation, and maintenance of the Glen Manor House for the enjoyment of present and future generations of Portsmouth residents.

“Friends” conduct activities for the enjoyment of Portsmouth residents, some of which raise funds which are used to further its mission. The organization is managed on a day to day basis by an Executive Board that meets monthly at the House. Members of the Friends meet annually to review progress made during the year and elect members to the Board and officers (on a bi-annual basis). A complete set of by-laws is available upon request to the Glen Manor House office. For more information go to <https://www.glenmanorhouse.com/friends-of-the-glen-manor-house/>.

Scope of Work and Requirements

The successful proposer will enter into an agreement with the Town of Portsmouth to manage property and events at the Glen Manor House. Although the current contractor is an on-site resident manager, other management concepts will be considered so long as they provide adequate physical presence to ensure the continuous safety, security, and physical monitoring and maintenance of the facility.

Proposals can range from maintaining the current Resident Managers’ Contract (Attachment A) to a completely new business or enterprise model that satisfies the following basic elements.

1. Maintains acceptable material status of the property and adjacent grounds.
2. Includes a plan for long-term capital improvements.
3. Provides adequate physical presence to ensure the continuous safety, security and physical monitoring of the facility. It is expected the proposer will provide 24/7 “on site” presence.
4. Allows for public and Town use of the facility and immediate adjacent grounds.
5. Includes a plan that integrates public access to and use of the former Elmhurst School property and water access.
6. Continues a profitable business model that covers operating and maintenance expenses and continues to return revenue to the Town as “Revenue Share.”
7. May provide exclusive catering and/or other services but must propose discounted catering fee structure for Town of Portsmouth residents holding special events on the property.
8. Includes provisions for discounted fees for Portsmouth residents.
9. Allows for Town-sponsored non-revenue generating (no-fee) meetings and events.

10. Integrates efforts with the Glen Manor House Authority and The Friends of Glen Manor House that are consistent with their by-laws (Attachment B).
11. Demonstrates understanding that police details are to be at all events and events must meet Fire Code requirements.
12. Provides assurance that special events insurance coverage will be obtained by event sponsor.
13. Provisions for professional landscape, gardens and grounds care and maintenance.
14. Provides for the preservation and maintenance of the historical aspects of the property.

Contract Term

The “initial” contract period will begin in December 2022 and be for a period of five years, renewable at the option of the Town for up to three additional five-year terms based on vendor performance in relation to terms of agreement.

Proposal Content

Narrative and Format: The proposal should address each of the tasks and services as defined in the “Scope of Work and Requirements” as well as the following elements:

Key Personnel and Qualifications – Provide staff resumes/CV and describe qualifications and experience of key staff who will be involved in this project, including their experience in fields similar to those required to manage a facility of similar size and operational and management requirements.

Capability, Capacity, and Qualifications of the Vendor – Please provide a detailed description of the Vendor’s experience in a field related to the services to be performed under this solicitation. List a minimum of three (3) relevant client references, to include client names, addresses, contact names with emails and phone numbers, dates of service and type(s) of service(s) provided.

Understanding of Scope of Work and Work Plan – Please describe in detail, the framework within which the requested services will be performed. The elements stated in “Scope of Work and Requirements,” should be included. The plan shall include how the bidder will work with the current contractor to honor or resolve commitments made to clients that extend beyond the end of the current contract.

- a. Prepare and implement an Operations Plan that clearly demonstrates the proposer’s plan to provide services and maintain facilities as set forth in the bidder’s proposal.

- b. Provide a plan that ensures the continuous safety, security, and physical monitoring of the facility.
- c. Provide a capital plan that includes the correction of major material issues and recommends major improvements to the complex to enhance the functionality and value of the property.
- d. Establish an agreement with the Town that clearly delineates the responsibilities of the Town and the lessee to maintain the premises, facilities, furnishings and equipment in good condition.
- e. Pay for all taxes applicable to the operations of any concessions, including but not limited to sales, payroll, and income tax.
- f. Obtain all necessary licenses, permits and approvals as required and abide by all applicable health, safety and environmental codes and regulations.

Revenue Share Proposal – Indicate the proposed compensation for providing all-inclusive services, expressed as a percentage of fees collected (form provided).

- a. Operations and Maintenance Expenses to include items such as non-management staff, utilities, waste disposal administrative costs, routine building and grounds maintenance.
- b. Revenues to include House rental, ceremony fees and other services provided.
- c. Management Fees to include resident management fees, commissions and other fees not included in Operations and Maintenance Expenses.

Proposal Evaluation and Selection

Proposals shall be reviewed by an evaluation committee comprised of staff from the Town and other Town-designated representative. The Town of Portsmouth reserves the right to select the vendor(s) or firm(s) (“vendor”) that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Proposals shall be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Key Personnel and Qualifications	10
Capability, Capacity and Qualifications of the Vendor	10
Understanding of Scope of Work and Work Plan	50
Revenue Share Proposal	30
Total Possible Evaluation Points	100

General Evaluation:

Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the evaluation committee to clarify statements made in the proposal.

RFP Questions

Questions concerning this solicitation must be received by the Town of Portsmouth by email at Finance@portsmouthri.com no later than **Wednesday, January 14, 2022 at 2:30 p.m. ET**. Please reference the RFP# on all correspondence. Questions and their answers, if any, will be posted to [BidNet Direct](#) and the [State of Rhode Island's Statewide Purchasing System](#) (see <https://www.portsmouthri.com/152/Purchasing-Requests-for-Proposals>) as addendum on **January 20, 2022 by 6:30 p.m.**

Proposal Submission

Interested vendors must submit proposals (4 paper copies, 1 electronic copy) on or before **2:00 p.m. ET, January 26, 2022**. Responses received after this date and time, as registered by the official time clock in the Finance Office of the Town of Portsmouth, shall not be accepted.

The proposal package **must be sealed** and clearly marked on the outside of the envelope with **"RFP #P22-005 – Operation and Management Services for the Glen Manor House."**

Proposals should be mailed or hand-delivered to the following office before the submission deadline:

**Finance Department
RFP #P22-005
Town of Portsmouth, RI
2200 East Main Road
Portsmouth, RI 02871**

Concluding Statements

If a Vendor is selected for an award, no work is to commence until a contract is issued by the Town of Portsmouth.

The Town of Portsmouth reserves the right to reject any or all bids and to waive any informality in the bidding system.

The Town of Portsmouth does not discriminate on the basis of age, religion, national origin, color or disability in accordance with applicable laws and regulations.

Attachment A
Resident Managers' Contract

**GLEN MANOR HOUSE
RESIDENT MANAGERS' CONTRACT**

This agreement made this 6TH day of December 2019, 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 two (2) years commencing January 1, 2020 and terminating at midnight on December 31, 2021, 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 two (2) 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 two (2) year term, no later than July 1, 2021. 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 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, if 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 oversee the work of all contractors assuring that all work for which the Authority had contracted is performed in a professional and workmanlike manner.

2.27 . Transition Cooperation. The Resident Managers agree to cooperate with and assist the Town and any successor manager(s) or operator(s) of the Glen Manor House for a period of six (6) months prior to the expiration of the contract period in order to ensure an orderly transition and to minimize any disruption of the Glen Manor House and its business operations.

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 Fifty-Four Thousand Eight Hundred Seventy-Nine and 00/100 Dollars (\$54,879) 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 fifteen percent (15%) 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.

Following the expiration of this agreement, the Resident Managers shall be paid a commission of seven and one-half percent (7.5%) of the net House rental receipts, (total House rent receipts less refunds), remitted to the office of the Finance Director through and including March 31, 2022 (or March 31, 2024 if the Resident Managers exercise the option to renew the contract in accordance with **Section 1.: Nature and Term of Agreement**).

7. **Insurance.** Resident Managers shall be responsible for insuring their own personal effects and providing the 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.

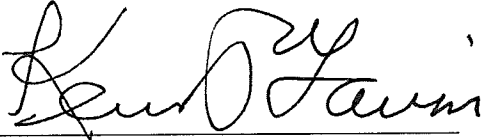
The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance by Resident Managers or either of them while on site or while performing their duties, or their failure to notify the Town Administrator or Personnel Director of conviction of a drug related offense while 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).

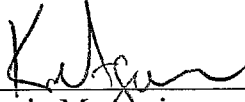
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Approved as to form:


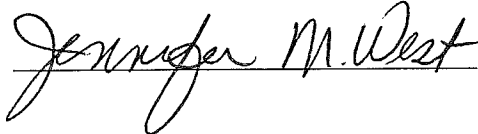

TOWN OF PORTSMOUTH



Kevin Gavin
Town Solicitor

by: 
Kevin M. Aguiar
Town Council President

Witness:


Catherine Wilkinson
Resident Manager
Donald Wilkinson
Resident Manager

Attachment B
By Laws of Glen Manor House Authority and
The Friends of Glen Manor House

GLEN MANOR HOUSE AUTHORITY

By Laws

(Approved by the Authority March 22, 2007, amended March 24, 2015)

1. **PURPOSE:** The Glen Manor House Authority is chartered by the Portsmouth Town Council to operate in and advisory capacity to the Council regarding the operation of the Glen Manor House. The Glen Manor House Authority shall exist and receive its sole authority from the Portsmouth Town Council. Its purpose is to restore, maintain, and preserve the Glen Manor House and its adjoining property for the enjoyment of current and future generations of Portsmouth residents: manage the operation /rental of the House for approved functions thereby obtaining funds necessary to accomplish the restoration, maintenance, and preservation, and when possible, return a portion of the proceeds to the Town's General Treasury.
2. **DUTIES:** The Glen Manor House Authority shall advise the Portsmouth Town Council regarding:
 - a. The preservation and use of the Glen Manor House and associated grounds;
 - b. Fee schedules for rental of the Glen Manor House for various types of events;
 - c. Plans for short and long term maintenance of the property, including but not limited to: maintenance and upkeep of the building and grounds, furnishings of the building and landscape of the grounds, modification required or considered necessary to enhance the use and/or ensure the safety of the building, grounds, or occupants;
 - d. Allocation of Space of building and grounds use;
 - e. Occupation of the building by a Resident Manager and/or Caretaker;
 - f. Maintenance of an inventory of all properties in the Manor House to be reviewed quarterly;
 - g. Ensuring that usage of the Glen Manor House is limited to functions of a tasteful and appropriate nature; and
 - h. Regularly inspecting the Glen Manor House.
3. **MEMBERS:** The Glen Manor House Authority shall consist of not more than fifteen (15) voting members who shall be appointed by the Town Council. The Glen Manor House Authority may, from time to time, offer its recommendations to the Council concerning appointments to the Authority. Members shall serve on a volunteer basis without reimbursement for their services. Membership criteria shall be a person's sole interest in the restoration, preservation, maintenance, and operation of the Manor House in the best interests of the Town and its citizens.

In addition, the Town Council shall appoint one Council member to serve on the Authority as a non-voting member and such Council Member or a designated alternate shall attend regular, special, or executive Authority business meetings, and serve as liaison to the Council.

Authority members shall nominally be appointed for staggered three (3) year terms in order to assure continuity in the future. The Town Council appointed liaison member's term shall coincide with his or her term of office.

1. Members may be appointed for additional terms without limit as long as they demonstrate sustained interest.
2. Members shall actively participate in Authority activities: unexcused absence from (4) consecutive meetings shall be grounds for dismissal from the Authority.

(Ed. Note: A motion on March 24, 2014 was passed by the Town Council to revise "The Glen Manor House Authority shall consist of not more than twenty-four (24) voting members who shall be appointed by the Town Council to not more than fifteen (15) voting members in Section 3 of the by-laws".)

4. **MEETINGS**: The Authority shall hold at least ten (10) meetings a year. Such meetings will follow Robert's Rule of Order. Notice of said meetings and agendas for them shall be sent to members and to the Town Clerk for posting at least three (3) days prior to the meeting. A quorum will consist of twenty – five (25%) of the membership. Each year the Authority will provide the Town Clerk with a list of the dates and times of scheduled Authority meetings. On rare occasions when it is necessary to get a vote on an urgent matter and time does not permit the calling of a special meeting, the chairman may poll the Authority membership by either phone or Email. In such instances the vote shall be reported by the Chairman at the next Authority meeting. In extenuating circumstance where a member is unable to be present at a meeting where an important vote is to be taken on a vital matter, the member may present a position and vote by Email or regular mail to the chairman of the Authority prior to the meeting.
5. **OFFICERS**: Authority officers will consist of a Chairman, Vice Chairman, Treasurer, Secretary and Corresponding Secretary. Officers shall be elected bi-annually at the May meeting and take office for a two-year term the following July 1st. No officer may serve more than four (4) consecutive years in the same office. An officer who is unable to finish his term of office shall be replaced by nomination and vote of the members at the earliest possible meeting following the receipt of notice of resignation.

The **Chairperson** will appoint all Committees, as applicable, with the exception of the Nominating Committee. The Chairperson shall be responsible to the Portsmouth Town Council for all operations of the Glen Manor House. The chairperson shall preside over meetings of the Authority, and shall manage for the Authority the services provided under contract by the Resident manager, Caretaker, and any other provider of services.

The **Vice-Chairperson** shall act with the same authority and assume the responsibility of the Chairperson in the absence of the Chairperson. The Vice Chairperson shall chair the Budget Committee and shall also be responsible for auditing records kept by the Resident Manager.

The **Treasurer** shall be responsible for all operational financial matters relating to the Glen Manor House, and shall keep such records and submit reports as specified in "REPORTS". The Treasurer shall approve all valid bills by signing them and delivering them to the Town Finance Director within one week of their receipt.

The **Secretary** shall be responsible for all reports (other than financial) required for the proper operation of the Glen Manor House. The Secretary shall prepare minutes of each meeting of the Authority. The minutes shall include, but need not be limited to:

1. The date, time and place of the meeting;
2. The members of the Authority as either present or absent ;
3. Any other information relevant to the business of the Authority that any member of the Authority requests be included or reflected in the minutes;
4. A record of all votes taken at all meetings of the Authority, listing how each member voted on each issue. It shall be a public record and shall be available, to the public at the office of the Authority, within 4 weeks of the date of the vote. The minutes shall be public records and unofficial minutes shall be available to the public at the office of the Town Clerk, within thirty-five days of the meeting or at the next regularly scheduled meeting, whichever is earlier. An exception would be if the disclosure would be inconsistent with RIGL #42-46-4 and 42-46-5 or whenever the Authority by majority vote extends the time period for the filing of the minutes and publicly states the reason.
5. The minutes of a closed session shall be made available at the next regularly scheduled meeting unless the majority of the Authority votes to keep the minutes closed pursuant to RIGL 42-46-4 and 42-46-5.

The **Corresponding Secretary** shall receive, file, and answer incoming correspondence and prepare and mail outgoing correspondence of the Authority.

6. **COMMITTEES:** The Authority chairperson shall be responsible for appointing all standing and ad-hoc committees except for the nominating committee which is addressed below. The standing committees and their responsibilities are as follows:

Budget Committee: The Budget Committee shall be chaired by the Vice Chairperson and shall prepare the Annual Authority budget for Authority approval and subsequent submittal to the Town Council. During the year the committee shall review expenditures versus budget and advise the Authority of the need for corrective action.

House Committee: The House Committee shall be responsible for planning, budgeting, scheduling and overseeing projects for the maintenance, restoration, and preservation of the house.

Grounds Committee: The Grounds Committee shall be responsible for planning, budgeting, scheduling, and overseeing the planting and maintenance of the exterior grounds of the House.

Nominating Committee: The Nominating Committee will be selected by the membership with one member appointed by the Chairperson of the Glen Manor House Authority. This Committee will appoint its own Chairperson. The Committee shall have no less than three (3) and not more than seven (7) members. The Nominating Committee will be voted on at the March Meeting. The slate of officers proposed by the Nominating Committee will be presented to the Authority at the April meeting for voting at the May meeting. Nominations may be made from the floor at the April meeting, or before voting at the May meeting.

7. **REPORTS:** The Manor House Authority Chairperson shall ensure that the following reports are submitted:

1. Monthly financial Update by Treasurer to be given at the Monthly Meetings.
2. Monthly Minutes (a copy is furnished to the Town Clerk for official Town Records).
3. Monthly Resident Manager and Caretaker reports. The Resident Manager's report shall contain among other pertinent items, and updated list of all future Manor House bookings.

The above reports are provided to the Council liaison member for transmission to the Council as seen fit. In addition, the Chairperson communicates all special requests, changes in policies and procedures, and funding requests to the Council at their regularly scheduled meetings.

8. **BUDGETS:** The Manor House Authority shall submit an annual budget to the Town Council in accordance with the Town regulations (approximately February of each year).

The Manor House Authority is encouraged to seek other income avenues for the Manor House including federal, state, and private sources. The Authority is also encouraged to promote fund raising events. Fund raising activities may be exempt from rental fees for the purpose of using such income for the restoration, preservation, capital improvements, maintenance, and operation of the Manor House. Planning, management, and carrying out of fund raising activities shall be delegated to the Friends of the Glen Manor House, a private organization whose function is to raise funds through various activities for use in support of the upkeep, maintenance, improvement and operation of the Glen Manor House. The Friends of the Glen Manor House will maintain an account containing the proceeds from such events and shall fund such Glen Manor House projects as it deems worthy of support.

The Manor House Authority shall determine and recommend rentals and other fees for the use of the Manor House for approval by the Council on a continuing basis. All such rental and other fees shall be deposited with the Town Finance Director within five (5) days of receipt of same.

The Town Council may at its discretion make available all profits raised in excess of the budget for use by the Manor House Authority for capital improvements or for restoration of un-restored areas of the Manor House.

No expenditure of, or commitment, of Town Funds, with the exception of routine utilities, approved annual budget items, and petty cash, shall be made without prior approval of the Manor House Authority. Such expenditures must be approved by a majority of all members voting and shall then be submitted for final approval by the Town Council.

9. **STAFFING PROCEDURES:** The Glen Manor House Authority will solicit, interview, and recommend to the Town Council candidates for full-time manager of House operations, caretaker, and such other staff as is required to operate the property. No contracts of employment for the managers, caretakers, or other contract employees shall be effective unless in writing and duly executed by the prospective employee and the Town of Portsmouth.

A condition of one of the Manor House contracts shall be that the House shall be occupied by one or more of the contractors for security purposes. The Authority shall provide suitable quarters and utilities within the House for this purpose and shall maintain such premises in good condition.

10. **RULES AND REGULATIONS FOR HOUSE OPERATIONS:** The Authority shall create and update as required, a set of operating instructions, rules and regulations governing the operation of the House.

11. AMENDMENTS TO THESE BY-LAWS:

These By-Laws may be amended by the following procedure:

1. Amendments shall be proposed at a regularly scheduled or special meeting.
2. Amendments shall be published in the minutes of the meeting in which they are proposed unless copies are made available to all members prior to the next meeting.
3. After discussion at the meeting following their presentation, the amendment(s) must be passed by a 2/3 majority of Authority members present.
4. The amendment(s) shall be submitted to the Portsmouth Town Council for its approval by a simple majority vote.

The Friends of Glen Manor House
By Laws
(Approved 1/24/08/ Revised and Approved 10/15/15)

1. **Purpose:** The **Friends of Glen Manor House**, hereafter called the “**Friends**”, is a private non-profit organization of individuals and groups of individuals (families and private corporations) interested in support of the mission of the **Glen Manor House Authority**. In particular, the **Friends** are interested in the restoration and preservation of the Glen Manor House for the enjoyment of current and future generations of Portsmouth, RI residents. Their primary activities include the planning and conducting of fund raising, social activities and the pursuit of grants for funds and applying the income for the ultimate benefit of the Glen Manor House and the pleasure of the citizens of Portsmouth. Where appropriate, the **Friends** shall participate in the restoration and preservation work on the House and its property.

2. **Duties:** The primary duties of the **Friends** shall be to conduct fund raising and other social activities that both increase the awareness by the public of the existence of the Glen Manor House and raise funds to support the mission of the Glen Manor House Authority. In particular the **Friends** shall host/conduct activities such as:

- the Holiday Events
- Summer Band Concert(s)
- Seeking grants to support House improvements
- Raffles or other fund raisers
- Sale of Manor House memorabilia

The **Friends** shall accumulate funds from the above activities and use the proceeds in support of the mission of the Glen Manor House Authority. Support may include purchase of equipment needed to operate the House and its grounds, purchase of furniture, restoration of furniture, or any other worthwhile expenditures that support the overall mission.

3. **Members:** The **Friends** shall consist of individuals and groups of individuals interested in the restoration and preservation of the Glen Manor House and who are willing to support those objectives. There shall be the following categories of membership with associated annual dues:

Individual Membership \$10
Family Membership.....\$15
Individual Patrons.....\$25-49
Individual /Family Benefactors....\$50-\$100
Corporate Membership.....\$100-200
THIS NEEDS TO BE UPDATED

The **Friends** shall be governed by an Executive Board at least two of whom shall be members of the Glen Manor House Authority. There shall be no limit to the size of the organization. It is desired to grow the organization so that it may be a more efficient producer of activities and funds. Membership criteria shall be a person’s interest in restoration and preservation of the Glen Manor House in the best interests of the citizens

of the Town of Portsmouth, RI. Members shall be accepted for indefinite terms; i.e. as long as they maintain active interest and pay their annual dues which shall be payable prior to the annual meeting. Dues may be changed as required by vote of the Executive Board without by-laws amendment.

4. **Executive Board:** The Executive Board of the **Friends** shall consist of the Officers and key committee members of the organization and any other members necessary to conduct the monthly business of the organization. Executive Board members shall be appointed for two year terms by vote at an annual general membership meeting. The Executive Board shall have a maximum of 24 members.
5. **Officers:** The officers of the **Friends** shall consist of a Chairperson, a Vice Chairperson, a Treasurer, a Secretary, and a Corresponding Secretary. Officers shall be elected bi-annually by the membership at large at an annual meeting of the organization, normally held preceding the July meeting of Glen Manor House Authority. Officers shall assume their duties immediately following their election. Officers shall be appointed for two-year terms. No officer may serve more than four consecutive years in the same office. To assist in this process, a Nominating Committee shall be appointed as described in subsequent paragraphs. An officer who is unable to finish his term of office shall be replaced by nomination and vote of members of the Executive Board at the next meeting following receipt of notice of resignation. That replacement officer shall serve until the next meeting of the general membership at which time he or she may be reaffirmed to continue the term of the officer replaced or a new officer may be elected to finish the term.

If no one has been nominated to fill the position the current officer can agree to extend his/her term beyond the four consecutive years in office until the completion of the next two year term, or a replacement is found by nomination and vote of members of the Executive Board at the next meeting, whichever is sooner.

THIS WAS AMENDED ON OCTOBER 15, 2015

6. Duties of Officers.

- a. **The Chairperson** shall plan for and preside over meetings of the Executive Board and the general membership of the **Friends**. The chairperson shall appoint the heads of all committees except the nominating committee which is addressed below.
- b. **The Vice Chairperson** shall act with the authority and assume the responsibilities of the Chairperson in his or her absence.
- c. **The Treasurer** shall be responsible for all financial matters of the **Friends**, maintaining the records and control over any and all **Friends'** bank or other accounts and shall report on the status of these accounts at all meetings of the **Friends**. The treasurer will be responsible to file an annual Report with the IRS as required for our non-profit 501(C)3 status. This report is to be filed after June 30 (end of budget year) with a deadline of November 15th the same year. The treasurer will report to the board when the report is filed.

- d. **The Secretary** shall record and maintain a file of the minutes of all meetings of the Executive Board and the general membership of the **Friends**. Minutes shall be distributed to the Executive Board members at least three days before subsequent meetings.
- e. **The Corresponding Secretary** shall receive, file and disseminate as necessary all **Friends** incoming correspondence, and prepare, send and maintain a file of outgoing correspondence. The corresponding secretary shall also prepare and send newsletters to the general **Friends** membership on a semi- annual basis or whenever events make it desirable to inform the membership

7. Committees The Chairperson of the Executive Board of the **Friends** shall appoint all Committee Heads with the exception of the Nominating Committee whose make-up is described in subsequent paragraphs. Committee members shall be selected by the Committee head from volunteers who may be from the general membership or from the Executive Board. There shall be both standing committees (identified below) and, as the need arises, adhoc/special committees.

a. **Membership Committee**- shall solicit members for the **Friends**, maintain an accurate membership list, collect membership dues and provide them to the Treasurer.

b. **Audit Committee**- shall conduct an audit of the Treasurer's records on a bi-annual basis, normally when a new treasurer is elected.

c. **Mistletoe Madness Committee**- shall plan and conduct the annual event.

d. **Holiday Open House Committee**- shall plan and conduct the annual Holiday Open House

e. **Summer Concert Committee**- shall plan and conduct the annual summer concert(s)

f. **Publicity Committee**- shall publicize the various activities of the **Friends** through press releases, posters, letters to various groups, appearances on radio and television programs to increase awareness of the organization and to assure attendance at various activities for their success.

g. **Grants Committee**- shall seek out opportunities for grants to support the work of the organization and prepare grant requests for submittal with the approval of the Executive Board.

h. **Nominating Committee**-will be selected by the membership of the **Friends** Executive Board with one member appointed by the Chairperson. The committee shall have no less than three and no more than seven members. The committee shall elect its own chairperson. It shall be formed two months before the annual meeting and shall report its recommendations for officers and executive board membership to the general membership one month before elections. Nominations from the floor shall be accepted up to the time of voting.

8.Meetings:

A. The Executive Board Meetings: The Executive Board of the Friends shall hold at least nine (9) meetings per year. These meetings will be conducted following the most current edition of Roberts Rules of Order. Notice of said meetings and agendas for them shall be sent to the Executive Board at least three (3) days prior to the meeting. A quorum shall consist of 25% of the Executive Board members.

B. Annual Meeting: There shall be one annual meeting of the entire membership of the Friends, normally preceding the July meeting of the Glen Manor House Authority. For that meeting a quorum shall consist of 25% of the members of the Executive Board of Friends. Notice of the meeting with agenda and nominations to be voted on shall be sent to the general membership at least five working days before the scheduled meeting. Voting eligibility at the annual meeting shall be one vote from each individual member and two votes for each family. Voting by written proxy shall be permitted.

9. Financial Considerations: The **Friends** shall seek various income sources for their activities including federal, state and private grants. The **Friends** will promote fund raising events at the House and events intended to increase public awareness and enjoyment of the House. As agreed to by the Portsmouth Town council, such events shall be exempt from rental fees since the purpose will be to use any such income in furtherance of the mission of the Glen Manor House Authority.

The **Friends** shall maintain its own bank or brokerage accounts for the administration of those funds that it raises through its own efforts such as membership dues, sponsorship of the Holly Ball, raffles, grants or other projects. The **Friends** may invest and expend such funds at its own discretion subject to applicable laws and the general requirement that such expenditures support the mission of the Glen Manor House Authority as stated in Section1.

THIS NEEDS TO BE AMENDED. HOLLY BALL WORDING NEEDS TO BE REVISED

No expenditure of or commitment of funds in excess of \$100 shall be made without the approval of a majority of the voting members of the Executive Board of the **Friends**. Expenditures necessary to conduct normal operations of \$100 or less may be made by officers but must be reported at the next meeting following the expenditure.

10. Reports/ Communications At each meeting of the **Friends** Executive Board a Treasurer's report and a Secretary's report shall be presented and approved. The secretary shall have prepared and distributed minutes of the previous meeting three days prior to the current meeting. The Corresponding Secretary will report on correspondence received and generated during the past month and the Chairman will summarize his/her activities on behalf of the organization. In order to keep the general **Friends** membership informed of activities of the organization a news letter will be distributed by the Corresponding Secretary to the general membership on a semi-annual basis or as required basis.

12. AN AMENDMENT TO DISCRIBE THE DISTRIBUTION OF FUNDS IN CASE OF DISILUTIONMENT OF THE ORGANIZATION.

11. Amendments To These By-Laws: These By-Laws may be amended by the following procedure:

1. Amendments shall be proposed at a regularly scheduled or special meeting of the Executive Board of the **Friends**.
2. Amendments shall be published in the minutes of the meeting in which they are proposed unless copies are furnished to all Executive Board members before the next scheduled meeting.
3. After discussion at the meeting following that at which they are presented, the amendment(s) must be passed by a 2/3 majority **Friends** Executive Board members voting. Executive Board members not able to be present at the meeting to vote may do so by correspondence.