

**BYLAWS
OF THE
RHODE ISLAND CONVENTION CENTER AUTHORITY**

**Article I
NAME AND SEAL OF CORPORATION: DEFINITIONS**

1. Name. The name of the Corporation is the Rhode Island Convention Center Authority, or such other name as may be determined by the Board of Commissioners. The Corporation is created and established under the provisions of the Convention Center Act, Chapter 99 of Title 42 of the General Laws of Rhode Island (as the same may be amended from time to time, the “Act”).

2. Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words “Rhode Island.”

3. Definitions. Capitalized terms used in these Bylaws and not specifically defined herein shall have the meanings set forth in Section 3 of the Act.

**Article II
OFFICES**

1. Principal Office. The principal office of the Corporation shall be located in the City of Providence, Rhode Island.

2. Other Offices. The Corporation may also have offices at such other places as the members of the Board of Commissioners may from time to time determine.

**Article III
PURPOSE AND POWERS OF THE CORPORATION**

1. Purpose. The purpose of the Corporation is to construct, manage and operate a convention center and acquire by purchase or otherwise land therefore in accordance with the Act.

2. Other Powers. The Corporation shall have such powers as are set forth in the Act.

**Article IV
BOARD OF COMMISSIONERS**

1. Number, Tenure. The affairs of the Corporation shall be managed by a Board of Commissioners consisting of eleven (11) members, eight (8) of whom shall be appointed by the Governor, two (2) of whom shall be appointed by the Chief Municipal Officer, and one (1) of whom shall be appointed by the City Council of Providence. Members of the Board of Commissioners shall have staggered four (4) year terms, in accordance with the Act, expiring June 30th of the fourth succeeding year after their

appointment, or until his or her successor shall be appointed and shall qualify, or until his or her earlier resignation, removal from office, death or incapacity.

2. Quorum. Six (6) members of the Board of Commissioners shall constitute a quorum and the affirmative vote of not less than six (6) members shall be necessary for any action taken by the Board of Commissioners. No vacancy in the membership of the Board of Commissioners shall impair the right of a quorum to exercise all the rights and perform all the duties of the Board of Commissioners. If a quorum shall not be present at any meeting, the meeting shall be adjourned until a meeting with a quorum present shall be convened. Action by the Corporation may be taken by the Board of Commissioners at any regular or special meeting at which a quorum is present.

3. Compensation. The members of the Board of Commissioners shall not be entitled to compensation for their services, but shall be reimbursed for the actual and reasonable expenses incurred by them in the performance of their duties.

4. Removal; Vacancies. Any member of the Board of Commissioners may be removed for misfeasance, malfeasance or willful neglect of duty by the authority that appointed such member. Vacancies in the Board of Commissioners shall be filled for the unexpired portion of the member's term by the appointing authority entitled to appoint such member.

5. Presiding Officers. The presiding officer at meetings of the Board of Commissioners shall be the Chairperson, or, in the Chairperson's absence, the Vice-Chairperson. In the absence of the presiding officer, the members present shall designate one of their numbers to preside.

6. Conflicts of Interest. Each commissioner shall be subject to the provisions of Chapter 14 of Title 36 of the Rhode Island General Laws.

7. Forfeiture. No member of the Board of Commissioners who is an officer or employee of the State shall be deemed to have forfeited or shall forfeit his or her office or employment by reason of is or her acceptance of membership on the Board of Commissioners of the Corporation or his or her service thereto.

Article V MEETINGS

1. Regular Meetings. Regular meetings of the Board of Commissioners may be held at such time and place as shall be determined, from time to time, by the Board of Commissioners. Written notice of regular meetings shall be given to each commissioner, at least three (3) days prior to the meeting, personally or by mail, facsimile, email, or by other form of electronic transmission to the address or facsimile number provided by the commissioner.

2. Special Meetings. Special meetings of the Board of Commissioners may be called by the Chairperson and must be called by the Secretary at the written request of two or more members of the Board of Commissioners. Written notice of the meeting

shall be given to each commissioner, at least three (3) days prior to the meeting, personally or by mail, facsimile, email, or by other form of electronic transmission to the address or facsimile number provided by the commissioner, which notice shall state the time, place and purpose of the meeting.

3. Emergency Meetings. Emergency meetings of the Board of Commissioners may be scheduled upon an affirmative vote of the majority of the members of the Board of Commissioners, by use of electronic communication, including telephonic communication and telephone conferencing, or otherwise, when said meeting is deemed necessary where the public welfare so requires.

4. Open Meetings. Public notice of meetings of the Board of Commissioners shall be given and such meetings shall be held in accordance with the provisions of Chapter 46 of Title 42 of the Rhode Island General Laws, as the same may be amended from time to time.

Article VI OFFICERS

1. Chairman. The Chairperson of the Board of Commissioners shall preside at all meetings of the Board of Commissioners, may preside at and shall be a voting member of all committees and subcommittees of the Board of Commissioners, shall prepare and file all reports ordained by law, shall have general supervision of the Executive Director of the Corporation and shall sign all documents, contracts or other instruments authorized by the Board of Commissioners on behalf of the Corporation unless the Board of Commissioners otherwise orders. The Chairperson shall have all such powers and shall perform all other duties incident to his or her office as chief executive officer of the Corporation and as chief spokesperson therefore and shall render a report of said activities to the Board of Commissioners at its meetings. The Chairperson shall arrange to have all reports required by law properly made, kept and filed according to law.

2. Vice-Chairperson. The Vice-Chairperson shall exercise and perform such duties and powers as may be prescribed from time to time by the Board of Commissioners.

3. Secretary. The Secretary shall keep a record of the proceedings of the Corporation and shall be custodian of all books, documents and papers filed with the Corporation and of its minute book and seal. The Secretary shall have the authority to cause to be made copies of all minutes and other records and documents of the Corporation and to give certificates under the seal of the Corporation to the effect that such copies are true and all persons dealing with the Corporation may rely upon such certificates.

4. Treasurer. The Treasurer shall cause to be kept an accurate account of all funds received by the Corporation and expended for the use of the Corporation and shall deposit said funds in banking depositories authorized by law, shall cause to be made all proper disbursements and all checks drawn on behalf of the Corporation as may be ordered by the Board of Commissioners and shall report the financial status of the

Corporation to the Board of Commissioners at its meetings. The Treasurer shall give the Corporation a surely bond in such sum as the Corporation shall designate for the faithful performance of his or her duties and for the restoration to the Corporation, in case of his or her death, resignation, retirement or removal from office of all books, papers, vouchers, money or other property of whatever kind in the possession or under the control of the Treasurer and belonging to the Corporation. Ninety (90) days after the close of each fiscal year, the Treasurer shall cause to be prepared an annual report setting forth in reasonable detail the receipts and expenses of the Corporation for the year to be filed with the Governor and Chief Municipal Officer.

5. Election, Term of Office. The Chairman, Vice Chairman, Treasurer, and Secretary shall be elected by the Board of Commissioners from among its members biannually in the July meeting of the Board of Commissioners in even number years. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be held. Each officer shall hold office until his or her successor shall be elected and shall qualify, or until his or her earlier resignation, removal from office, death or incapacity.

6. Other Officers. The Board of Commissioners may elect from among its members such other officers as it shall, from time to time, determine.

7. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Commissioners for the unexpired portion of the officer's term.

8. Offices. No person may hold two (2) or more offices.

Article VII MANAGEMENT AND DIRECTION OF CONVENTION CENTER

1. Executive Director. The Board of Commissioners may employ an Executive Director who shall administer, manage and direct the affairs and business of the Corporation, subject to the policies, control and direction of the Board of Commissioners and the Chairperson.

2. Other Personnel. The Board of Commissioners may employ technical experts and other officers and agents and fix their qualifications, duties and compensation, as it deems necessary for the proper and efficient operation of the Corporation and may employ such other employees, permanent and temporary, as it shall deem necessary. The Board of Commissioners may delegate to one or more of the Corporation's agents or employees such administrative duties as it may deem proper. The Board of Commissioners may authorize the engagement of such other persons, corporations or other entities including, without limiting the generality of the foregoing, any public body corporate and politic located within the Municipality as it may select to undertake the staffing and management of the Convention Center (including the scheduling of events and related activities) upon such terms and for such periods of time as it deem proper.

3. Classified Service. The Executive Director and other technical experts, officers, agents and attorneys employed by the Corporation shall not be subject to the provisions of the classified service.

4. Attorneys. The engagement and retention of legal counsel shall be subject to the initial and continuing approval of the Board of Commissioners and the Chairperson.

5. Committees. The Chairperson may create such standing committees and may delegate to said committees such authority as he may deem necessary. All standing committees shall consist of not less than three (3) Commissioners including a chairperson all of whom shall be appointed by the Chairperson of the Board of Commissioners who shall also be an ex-officio member of all committees with full voting authority. Any action taken by any committee shall only be taken upon the affirmative vote of not less than (3) committee members.

6. Committee Meetings. Committee meetings may be called by the Chairperson of the committee or the chairperson of the Board of Commissioners and shall be held in accordance with the provisions of Chapter 46 of Title 42 of the Rhode Island General Laws, as the same may be amended from time to time.

Article VIII INDEMINIFICATION

1. Definitions. As used herein, the following terms shall have the following respective meanings:

“Covered Act” means any act or omission by the Indemnified Person in the Indemnified Person’s official capacity with the Corporation and while serving as such or while serving at the request of the Corporation as a commissioner, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

“Excluded Claim” has the meaning set forth in Section 4 of this Article VIII.

“Expenses” means any reasonable expenses incurred by the Indemnified Person in connection with the defense of any claim made against the Indemnified Person for Covered Acts including, without being limited to, legal, accounting or investigative fees and expenses including the expense of bonds necessary to pursue an appeal of an adverse judgment.

“Indemnified Person” means any commissioner or officer of the Corporation.

“Loss” means any amount which the Indemnified Person is legally obligated to pay as a result of any claim made against the Indemnified Person for Covered Acts including, without being limited to, judgments for, and awards of damages, amounts paid in settlement of any claim, any fine or penalty or, with respect to an employee benefit plan, any excise tax or penalty.

“Proceeding,” means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

2. Indemnification. Subject to the exclusions hereinafter set forth, the Corporation shall indemnify the Indemnified Person against and hold the Indemnified Person harmless from any Loss or Expenses.

3. Advance Payment of Expenses. The Corporation shall pay the Expenses of the Indemnified Person in advance of the final disposition of any Proceeding. The advance payment of Expenses shall be subject to the Indemnified Person’s first agreeing in writing with the Corporation to repay the sums paid by it hereunder if it is thereafter determined that the Proceeding involved an Excluded Claim or that the Indemnified Person was otherwise not entitled to indemnity under these Bylaws.

4. Exclusions. The Corporation shall not be liable to pay any Loss or Expenses (an “Excluded Claim”):

(a) With respect to a Proceeding in which a final, non-appealable judgment or other adjudication by a court of competent jurisdiction determines that the Indemnified Person is liable to the Corporation (as distinguished from being liable to a third party) for: (i) acts or omissions against the Corporation not in good faith or which involve intentional misconduct or knowing violation of law against the Corporation; (ii) any transaction from which the Indemnified Person derived an improper personal benefit; or (iii) any malicious or wanton act against the Corporation; or

(b) If a non-appealable judgment or other adjudication by a court of competent jurisdiction determines that such payment is unlawful.

5. Notice to Corporation. Promptly after receipt by the Indemnified Person of notice of the commencement of or the threat of commencement of any Proceeding, the Indemnified Person shall, if indemnification with respect thereto may be sought from the Corporation under these Bylaws, notify the Corporation of the commencement thereof. Failure to promptly notify the Corporation shall not adversely affect the Indemnified Person’s right to indemnification hereunder unless and only to the extent that the Corporation is materially prejudiced in its ability to defend against the Proceeding by reason of such failure. If, at the time of the receipt of such notice, the Corporation has any directors’ and officers’ liability insurance in effect, the Corporation will give prompt notice of the commencement of such proceeding to the insurer in accordance with the procedures set forth in the policy or policies in favor of the Indemnified Person. The Corporation will thereafter take all necessary or desirable action to cause such insurer to pay, on behalf of the Indemnified Person, all Loss and Expenses payable as a result of such Proceeding in accordance with the terms of such policies.

6. Indemnification Procedures.

(a) Payments on account of the Corporation’s indemnity against Loss shall be made automatically by the Corporation upon receipt of written request therefore from the Indemnified Person delivered in accordance with provisions of Subsection 6(c) below,

except in the specific case upon a determination that indemnification of the Indemnified Person is not proper in the circumstances because such Loss results from a claim which is an Excluded Claim. In the event that Corporation shall have determined that the Loss results from an Excluded Claim, such determination shall have been made:

- (i) By the Board of Commissioners by a majority vote of a quorum consisting of commissioners not at the time parties to the Proceeding; or
- (ii) If a quorum cannot be obtained for purposes of clause (i) of this subparagraph (a), then by a majority vote of a committee of the Board of Commissioners duly designated to act in the matter by a majority vote of the Board (in which designation commissioners who are parties to the Proceeding may participate) consisting solely of three or more commissioners not at the time parties to the Proceeding; or
- (iii) By independent legal counsel designated: (A) by the Board of Commissioners in the manner described in clause (i) of this subparagraph (a), or by a committee of the Board of Commissioners established in the manner described in clause (ii) of this subparagraph (a), or (B) if the requisite quorum of the full Board cannot be obtained therefore and a committee cannot be so established, by a majority vote of the full Board (in which designation commissioners who are parties to the Proceeding may participate).

Any such determination required by this subparagraph (a) will be made within sixty (60) days of the Indemnified Person's written request for payment of a Loss.

(b) Payment of an Indemnified Person's Expenses in advance of the final disposition of any Proceeding shall be made automatically by the Corporation upon receipt of a written request therefore from the Indemnified Person delivered in accordance with the provisions of Subsection 6(c) below, except in the specific case upon a determination that indemnification of the Indemnified Person is not proper in the circumstance because the Proceeding involved an Excluded Claim. Any such determination shall be made as provided in Subsection 6(a) above.

(c) Each request by an Indemnified Person for the payment of Loss of Expenses under this Article VIII shall be made in writing and delivered to the Secretary of the Corporation. Upon receipt of any such written request, the Secretary shall promptly deliver to each commissioner of the corporation a copy of such written request.

(d) The Corporation shall have the power to purchase and maintain insurance on behalf of any Indemnified Person against liability asserted against him or her with respect to any Covered Act, whether or not the Corporation would have the power to indemnify such Indemnified Person against such liability under the provisions of this Article VIII. To the extent permitted by any such policy of insurance, the Corporation shall be subrogated to the rights of such Indemnified Person to the extent that the Corporation has made any payments to such Indemnified Person in respect of any Loss or Expenses as provided herein.

(e) The Corporation shall have no obligation to indemnify the Indemnified Person under these Bylaws to the extent that the Indemnified Person has actually received payment under any directors' and officers' liability or similar insurance policy or has otherwise actually been indemnified or reimbursed (except for any excess beyond the amount covered by any such insurance, indemnification or reimbursement).

7. Settlement. The Corporation shall have no obligation to indemnify the Indemnified Person under these Bylaws for any amounts paid in settlement of any Proceeding effected without the Corporation's prior written consent. The Corporation shall not unreasonably withhold or delay its consent to any proposed settlement. Notwithstanding anything herein to the contrary, in the event that the Corporation so consents to the settlement of any Proceeding, or unreasonably withholds or delays such consent, it shall be conclusively and irrefutably presumed for all purposes that Loss and/or Expenses do not constitute an Excluded Claim. In the event the Corporation reasonably withholds its consent solely on the grounds that the Proceeding constitutes an Excluded Claim, the Indemnified Person may accept the settlement without the consent of the Corporation without prejudice to the Indemnified Person's right to indemnification in the event the Corporation does not ultimately prevail on the issue of whether the Proceeding constitutes an Excluded Claim.

8. Rights Not Exclusive. The rights provided hereunder shall not be deemed exclusive of any other rights to which the Indemnified Person may be entitled under any agreement, vote of disinterested commissioners or otherwise, both as to action in the Indemnified Person's official capacity and as to action in any other capacity while holding such office, and shall continue after the Indemnified Person ceases to serve the Corporation as an Indemnified Person.

9. Enforcement.

- (a) The Indemnified Person's right to indemnification hereunder shall be enforceable by the Indemnified Person in any court of competent jurisdiction and shall be enforceable notwithstanding that an adverse determination has been made in Paragraph 6 hereof.
- (b) In the event that any action is instituted by the Indemnified Person under these Bylaws to enforce or interpret any of the terms of these Bylaws, the Indemnified Person shall be entitled to be paid all court costs and expenses, including reasonable attorney's fees, incurred by the Indemnified Person with respect to such action, unless the court determines that each of the material assertions made by the Indemnified Person as a basis for such action was not made in good faith or was frivolous.

10. Severability. If any provision of these Bylaws is determined by a court to require the Corporation to perform or to fail to perform an act which is in violation of applicable law, such provision shall be limited or modified in its application to the minimum extent necessary to avoid a violation of law, and, as so modified, such

provision and the balance of these Bylaws shall be enforceable in accordance with these terms.

11. Successor and Assigns. The provisions of this Article VIII shall be (a) binding upon all successors and assigns of the Corporation (including any transferee of all substantially all of its assets) and (b) binding on and inure to the benefit of the heirs, executors, administrators, and other personal representatives of the Indemnified Person.

12. Amendment. No amendment or termination of these Bylaws shall be effective as to any Covered Act of the Indemnified Person occurring prior to the amendment or termination.

Article IX FISCAL YEAR

1. Fiscal Year. The fiscal year of the Corporation shall be from July 1st to June 30th in each year but the Board of Commissioners may change the dates of said fiscal year with the advice and consent of the Chief Municipal Officer and the Governor.

Article X AMENDMENTS

1. Amendments. These Bylaws may be altered, amended or repealed by a majority of the members of the Board of Commissioners at any regular or special meeting provided that notice in writing of such amendment to be made to these Bylaws is mailed to each of the members of the Board of Commissioners at least five (5) days prior to such meeting.