

**NOTE:** Proposed Revisions are highlighted in Yellow. Words to be added are shown Underlined. Words to be deleted are shown with a Strike-Through Line. Proposed Revisions are dated April 15, 2016.

**BYLAWS**  
**OF**  
**KENT ECONOMIC PARTNERSHIP, INC.**  
a Delaware non-profit corporation

ARTICLE I  
PURPOSES

The purposes of this non-profit corporation shall be to advise the Kent County Levy Court on various aspects of business retention and attraction as well as economic development initiatives to promote better employment opportunities for Kent County residents through attainment of the following goals:

- a. To be the premier economic development “engine” encouraging the expansion and attraction of business and industry for the benefit of the citizens of Kent County, Delaware, through education, communications and other means.
- b. To create a unified voice for the County and municipal governments and the private sector supporting economic development that creates and sustains a diverse business climate in Central Delaware.
- c. To provide a mechanism to seek public and private support and funding to conduct these activities.
- d. To conduct such other activities to support economic development which are permitted to be conducted by corporations recognized as tax exempt charitable organizations under Section 501(c)(3) of the Internal Revenue Code, or the comparable provision of any future federal tax code, are lawful in the State of Delaware.

Kent County Levy Court may charge the non-profit corporation with additional duties subject to concurrence of the Board of Directors by simple majority vote.

ARTICLE II  
MEETINGS

Section 1. Annual Corporate Meeting:

The annual corporate meeting of Kent Economic Partnership, Inc. shall be held on the 3rd Thursday of March of each year, or on such other date fixed by the Board of Directors, at a time and place designated for the purpose of electing members of the Board and for such other business as may properly come before the meeting.

Written notice of the annual corporate meeting shall be given by the Secretary at least ten (10), but not more than sixty (60), days prior to the date thereof. If the date of the annual corporate meeting is a legal holiday, the meeting shall be held within thirty (30) days following such holiday as shall be designated by the Board.

A quorum at the annual corporate meeting shall be fifty percent (50%) of the members of the Board of Directors of Kent Economic Partnership, Inc.

The agenda at any annual corporate meeting shall be as follows:

1. Call to order.
2. Presentation and approval of the minutes of the last annual meeting or any special meeting that may have been held.
3. Presentation of the annual report of the Board of Directors.
4. Transaction of any other business that may be properly brought before meeting.
5. Election of officers.
6. Adjournment.

Section 2. Special Corporate Meetings:

Special corporate meetings of the Kent Economic Partnership, Inc. may be called by the Chair of the Board and shall be called at the written request of the majority of the directors of Kent Economic Partnership, Inc. Written notice of a special corporate meeting shall be given by the Secretary at least three (3) days prior to the date thereof. A quorum at any special corporate meeting shall be fifty percent (50%) of the members of the Board of Directors of Kent Economic Partnership, Inc.

ARTICLE III

MEETINGS OF BOARD OF DIRECTORS

Section 1. Regular Meeting of the Board:

Regular meetings of the Board shall be held not less often than quarterly at such place and such time as shall be approved by resolution of the Board or more frequently as may be determined by Board action.

Section 2. Special Meetings of the Board:

Special meetings of the Board may be called at any time by the Chair and shall be called within fourteen (14) days of receipt of a written request of any member of the Board. The business to be transacted at any special meeting of the Board shall be limited to those items of business set forth in the notice of the meeting.

Section 3. Place and Notice of Directors' Meetings:

Directors shall be given written notice of any meeting of the Board and such notice shall set forth with respect to each meeting the time and place of such meeting together with notice of the matters of business to be transacted thereat. Such notice shall be delivered by the Secretary of the Partnership or his designee to each director, either personally or by mail, telephone, electronic mail, telegram or cablegram, to his place of business as listed in the Chair's office not less than three (3) days prior to such meeting. Business to be transacted at any regular meeting of the Board shall be limited to those matters set forth in the notice of meeting or such other

matters as may properly come before the Board. Notice of any meeting of the Board may be waived by the execution of a written waiver signed by each of the directors.

Section 4. Quorum:

Fifty percent (50%) of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. In addition to those directors who are actually present at a meeting, directors shall, for purpose of these Bylaws, be deemed present at such meeting if a telephone conference or similar communications equipment, by means of which all persons participating in the meeting can hear each other at the same time, is used. The act of a majority of the directors present and voting at meeting at which a quorum is present shall be the act of the Board. After a quorum has been established at a meeting of the Board, the subsequent withdrawal of directors from the meeting so as to reduce the number of directors present at any meeting to fewer than the number required for a quorum shall not affect the validity of any action taken by the Board at the meeting or any adjournment thereof. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of adjournment and, unless the time and place of the adjourned meeting are announced at the time of adjournment, to the other directors.

Section 5. Duties of the Board and the Directors.

The Board of Directors oversees and shall be responsible for the affairs of the Partnership and shall have those powers necessary to permit it to do the following:

1. Effectively make known the need for contributed support through such opportunities, events, advertising, letters and printed materials, and such other educational and promotional activities as may be appropriate, including annual appeals and capital campaigns, and other fund raising programs.

2. Solicit, receive, record and acknowledge all financial contributions or gifts-in-kind given to or for the benefit of the Partnership.

3. Elect officers of the Partnership.

4. Approve the Partnership's budget, and short and long term plans.
5. Approve plans for management and investment of the Partnership's assets.
6. Develop new ideas for the advancement of the Partnership, including the strategic plan.
7. Approve all major economic and business development programs and initiatives.
8. Approve major non-budget items.
9. Keep the stakeholders generally informed of all Partnership activities.
10. Receive and act upon such matters as shall be referred to the Board for action.

ARTICLE IV  
BOARD OF DIRECTORS

Section 1. Powers:

All corporate powers of the Partnership shall be exercised by and under the authority of, and the business and affairs of the Partnership shall be managed under the direction of, the Board of Directors of the Partnership.

The administrative powers of the Partnership shall be vested in the Board of Directors which shall have charge, control and management of the property, affairs and funds of the Partnership; and shall have the power and authority to do and perform all acts and functions not inconsistent with these Bylaws and the Certificate of Incorporation of the Partnership.

Section 2. Composition of Board of Directors:

The Board of Directors shall be composed of ~~eleven~~ thirteen voting (~~11~~ 13) members and shall consist of two classes of directors. Class A directors shall be the persons holding the following offices, or the office holder's designee: President of the Levy Court of Kent County, President of the Council of the City of Dover, the Mayor of the Town of Smyrna, the Mayor of the City of Milford, the Director of the Delaware Economic Development Office, and the Chair

of the Central Delaware Chamber of Commerce. The terms of service on the Board for Class A directors shall run concurrent with their respective terms in elected or appointed office.

The remaining members of the Board shall be Class B directors and shall be appointed by the Kent County Levy Court from the community and shall be chosen, insofar as possible, to represent a cross-section of the business community and municipalities of Kent County. Commencing in Fiscal Year 2015, Class B directors shall be appointed and/or reappointed to staggered terms arranged in such a manner so as to limit the number of expiring terms in any given year to no more than two (2). All Class B directors appointed or reappointed after Fiscal Year 2015 shall serve four (4) years terms.

The County Administrator for Kent County shall serve as a non-voting Ex Officio Member of the Board and shall be entitled to attend and participate in all meetings of the Board of Directors.

Section 3. Election of Directors:

Class A directors as described in Section 1 above shall be elected and/or appointed in accordance with prevailing statutory requirements or organizational policies and procedures established by their respective organizations.

From time to time as may be necessary, the Class A directors shall serve as a Nominating Committee for the selection of new Class B directors. All prospective Class B directors shall be nominated by majority vote of the Class A directors. After nomination, any prospective Class B director shall be approved by majority vote of the full Board of Directors and shall be affirmed by majority vote of the Kent County Levy Court. Appointment as a Class B director shall not commence until said appointment is affirmed by Levy Court. Each director shall hold office for the duration of his or her term or until his or her earlier death, resignation, or removal at which time a successor shall be selected and appointed in accordance with the method set forth above.

A Class B director shall serve no more than two successive four (4) year terms, but may be eligible for re-appointment to additional four (4) year terms in accordance with the selection process set forth above.

Section 4. Resignation or Removal of Directors:

A director of the Partnership may resign at any time by tendering his/her resignation in writing to the Partnership at its principal place of business. Directors may be removed with or without cause at any time by the affirmative vote of a two-thirds (2/3) majority of the entire Board of Directors.

Section 5. Compensation of Directors and Committee Members:

Directors and members of all committees may not receive compensation for any services rendered in their capacity as a director or committee member. However, nothing herein contained shall be construed to preclude any director or committee member from receiving compensation from the Partnership upon approval of the Board, for other services actually rendered or for out-of-pocket expenses incurred for serving the Partnership as a director, committee member or in any other capacity.

ARTICLE V

OFFICERS

Section 1. Officers:

The Officers of the Board, who shall also be the officers of the Partnership, shall consist of a Chair, a Vice Chair, a Secretary and a Treasurer, and such other officers as the Board shall deem advisable. The Chair shall be a member of the Board of Directors at the time of election. The Vice Chair, Secretary and Treasurer may, but need not, be members of the Board. The Board of Directors may also opt to elect more than one (1) Vice Chair. All officers shall be elected by the Board of Directors at the annual corporate meeting at which the Board has been elected, and such officers shall hold office for the term of one (1) year or until their successors are elected and qualified, except in the event of their earlier death, resignation or removal. No individual may hold more than one office.

Section 2. Vacancies:

A vacancy in any office because of the death, resignation or removal of an officer shall be filled by the Board for the unexpired term of such office.

Section 3. Resignation or Removal of Officers:

An officer of the Partnership may resign at any time by tendering his/her resignation in writing to the Chair or Vice Chair of the Board and such resignation may become effective immediately upon its delivery to the Chair or Vice Chair. An officer of the Partnership may be removed any time without cause by the affirmative vote of a two-thirds (2/3) majority of the entire Board of Directors at any meeting of the Board.

Section 4. Chair of the Board:

The Chair shall call and preside at all meetings of the Board of Directors. The Chair shall have such other duties and responsibilities as shall be delegated to him/her by these Bylaws and by the Board from time to time.

Section 5. Vice Chair:

In the absence of the Chair of the Board or in the event of his/her inability or refusal to act, the Vice Chair shall perform the duties of the Chair of the Board and in so acting shall have all the powers of the Chair, subject to all of the restrictions upon the Chair of the Board. The Vice Chair shall perform such other duties as from time to time shall be assigned to him/her by the Board.

Section 6. Secretary:

The Secretary shall keep or cause to be kept all the records of the Partnership, except the financial records. The Secretary shall be responsible for recording the proceedings of the meetings of the Board of Directors in a book to be kept for that purpose, send out or cause to be sent out notices and prepare agendas for all meetings of the Partnership and the Board, attest to the seal of the Partnership where necessary or required, and perform such other duties as may be prescribed by the Board. The Secretary shall have custody of the corporate seal.

Section 7. Treasurer:

The Treasurer shall be Chief Financial Officer of the Partnership, shall exercise general supervision over the receipt, custody and disbursement of corporate funds and shall have such further powers and duties as may be conferred upon him/her from time to time by the Board of Directors. The Treasurer shall, at least quarterly, perform, with due diligence, a review of the financial records and procedures of the Partnership to determine their appropriateness and accuracy. In general, the Treasurer shall be responsible for all of the duties incident to the office of Treasurer, subject to the direction of the Board of Directors. The Treasurer shall:

1. Enter on the books of the Partnership a full and accurate account of all monies, aged obligations received and paid or incurred for, or on account of, the Partnership;
2. Make such payments as may be necessary or proper on behalf of the Partnership;
3. Endorse, for collection on behalf of the Partnership, checks, notes, and other obligations, and deposit same to the credit of the Partnership at such bank or banks or depository as the Board of Directors may designate;
4. Sign receipts, vouchers and checks of the Partnership;
5. Arrange for needed and appropriate bookkeeping and auditing services.
6. Prepare and disseminate timely financial reports to the Board of Directors.

ARTICLE VI – Reserved

ARTICLE VII  
COMMITTEES OF THE BOARD

Section 1. Committees of the Board:

Special committees may be appointed by the Chair, with the concurrence of the Board of Directors, for such special tasks as circumstances warrant. A special committee shall limit its

activities to the accomplishment of the task for which it is appointed and shall have no power to act except as specifically conferred by action of the Board of Directors. Upon completion of the task for which appointed, such special committee shall stand discharged.

#### ARTICLE VIII INDEMNIFICATION

1. The Partnership shall indemnify each member of the Board of Directors and each officer of the Partnership now or hereafter serving as such, who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by, or in the right of, the Partnership), by reason of the fact that he is or was a director, officer, or agent of the Partnership or is or was serving at the request of the Partnership as a director, officer or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, including any appeal thereof, if he acted in good faith and in a manner reasonably believed to be in or not opposed to, the best interest of the Partnership, except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct for performance of his duties to the Partnership unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. Indemnification shall be only provided with respect to any criminal action or proceeding, which the director or officer had no reasonable cause to believe was unlawful.

2. The amount paid to any director or officer of the Partnership by way of indemnification shall not exceed his actual, reasonable and necessary expenses incurred in connection with the matter involved. Any indemnification under this article shall be made by the Partnership only as authorized in the specific case by the determination that the indemnification is proper in the circumstances because he has met the applicable tests of conduct. Such determination as to a director or officer of the Partnership shall be made by the Board by a

majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding. The foregoing right of indemnification shall be in addition to, but not exclusive of; any other right to which such director or officer of the Partnership may otherwise be entitled by law.

3. In addition to the indemnification which shall be provided by the Partnership to its directors and officers as hereinbefore provided in this article, the Partnership may, if authorized by action of the Board, indemnify any other agent, employee or medical staff member to the same extent and under the same circumstances as such indemnification is assured to the directors and officers of the Partnership under these Bylaws.

4. The Partnership shall purchase and maintain insurance on behalf of all directors and officers of the Partnership, and on behalf of directors and officers of the Partnership serving at the request of the Partnership as a director, officer or agent of another corporation, partnership, joint venture; trust or other enterprise when such risk is insurable by means of a rider to the existing insurance policy maintained by the Partnership on its directors and officers, against any liability asserted against a director officer and incurred by him in any such capacity, or arising out of his status as such, whether or not the Partnership would have the power to indemnify him against such liability.

## ARTICLE IX

### FISCAL YEAR

The Fiscal Year of the Partnership shall begin on July 1 and end on June 30.

ARTICLE X  
AMENDMENTS TO THE BY-LAWS

These Bylaws may be altered, amended, repealed or supplemented and new Bylaws may be adopted by a majority vote of the entire Board of Directors and approved by the Kent County Levy Court.

\_\_\_\_\_  
Chairman  
Kent Economic Partnership

\_\_\_\_\_  
President  
Kent County Levy Court

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Revised 2/14/12  
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