Amended By-laws
Trinity Church, Houston

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Article I
A Parish of the Protestant Episcopal Church in the United States of America

Section 1.0 – Canonical Authority. Trinity Church, Houston ("Trinity") recognizes and acknowledges the Constitution, Canons, Doctrine and Worship of the Protestant Episcopal Church in the United States of America ("Episcopal Church") and the Episcopal Diocese of Texas ("Diocese of Texas"). Trinity Church, Houston is organized and is to be operated exclusively for religious and charitable purposes.

Article II
Parish Membership

Section 2.0 – Requirements for Membership. The membership of Trinity shall be determined and governed by the Constitution and Canons of the Episcopal Church and the Diocese of Texas ("Canons"). All persons who have received the Sacrament of Holy Baptism with water in the name of the Father, and of the Son, and of the Holy Spirit, whether in the Episcopal Church or in another Christian Church, and whose Baptisms have been duly recorded in the records of the Parish, are members of Trinity ("Members").

Article III
The Vestry

Section 3.0 – Vestry Membership. The Trinity Vestry shall be the Board of Directors of Trinity Church, Houston. The Vestry shall consist of twelve (12) members ("Vestry Members") elected to twelve separate positions ("Vestry Positions") from the "Voting Members" of the Parish (as defined in Section 5.2 below). Vestry Members shall be elected to serve three (3) year terms. Vestry Members shall be, and shall have been for at least one (1) year prior to their election to the Vestry, active Members of the Parish. The terms of the Vestry Members shall be staggered so that the terms of four (4) Vestry Members expire each year.

Section 3.1 – Vestry Officers. The officers of the Vestry shall consist of the President (who shall be the Senior Warden), one or more Vice-presidents (who shall be the Junior Wardens), the Treasurer, and the Secretary (who shall be the Clerk of the Vestry). The Senior Warden shall be appointed by the Rector with the approval of the Vestry. The remaining officers shall be nominated and elected by the Vestry. The Senior Warden and Junior Warden shall be members of the Vestry. The Rector shall also appoint, subject to Vestry approval, a Chancellor, Historiographer and such associates to those positions as may be desirable.

Section 3.2 – Meetings. The Vestry shall hold a meeting after the close of the annual meeting of the Parish ("Annual Parish Meeting"). The Vestry shall also hold regular monthly meetings at such time and place as shall have been determined at a prior regular meeting and notice of which shall have been posted. Meetings of the Vestry shall be open to attendance by any Members of the Parish. On the motion of any Vestry Member, the Vestry may enter into executive session (consisting of Vestry Members and Officers) to discuss personnel, legal, or other confidential information. Additionally, special meetings may be held upon due notice to all

members of the Vestry. Seven (7) Vestry Members shall constitute a quorum for the transaction of business at all meetings convened according to these By-laws.

Section 3.2.1 – Telephone Meetings. Members of the Vestry may participate in and hold a special meeting of the Vestry via a conference telephone or another suitable electronic communications system, including video conferencing technology or the Internet, or any combination, if the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting. If voting is to take place at the meeting, the Vestry must (a) implement reasonable measures to verify that every person voting at the meeting by means of remote communications is sufficiently identified; and (b) that the Clerk keep a record of any vote or other action taken.

Section 3.2.2 – Email. If an issue arises between regularly scheduled meetings that needs immediate Vestry attention or approval and does otherwise require a called meeting, upon the approval of the Rector, the Clerk of the Vestry will draft the proposed action and may send an email to the entire vestry at their respective email addresses with the pertinent information regarding the proposed action and the effective date of the action. The email will also include the date of the deadline to vote on that issue. Any questions about the issue should be sent to the entire vestry to facilitate discussion. All email responses, i.e. approve, oppose or abstain; will be sent to the Sr. Warden and the Clerk as the record of the vote. Each sender shall include their name at the end of the message for verification. After the votes have been received, the entire Vestry will be notified of the result and the motion and voting results will be included in the minutes of the next regularly scheduled Vestry meeting.

Section 3.3 – Authorities and Duties of the Vestry. The Vestry shall:

(i) establish rules and keep a record of its proceedings;
(ii) report to the Secretary of the Diocese the result of the annual Parish election;
(iii) supply any vacancy in the Rectorship of the Parish;
(iv) administer the temporal concerns of the Church in the Parish;
(v) provide for the prompt payment of all liabilities incurred;
(vi) maintain order in and about the Church building during divine services; and things appropriate.

Article IV
Financial Operations

Section 4.0 – Finance Committee. The Finance Committee shall consist of the Senior Warden, the Junior Warden, the Treasurer, and such other persons as appointed, with Vestry approval, by the Rector. A majority of the members of the Finance Committee shall be members of the Vestry. The Treasurer, or in the event of the Treasurer's absence the Treasurer's designee, shall Chair the Finance Committee meetings. At no time shall the membership of the Finance Committee be fewer than four (4) persons or greater than seven (7) persons. Minutes of the Finance Committee meetings shall be kept and furnished to the Vestry.

Section 4.1 – Finance Committee Responsibilities. The Finance Committee shall:

(i) prepare, and present to the Vestry for approval, the annual budget of the Parish ("Parish Budget");

(ii) monitor and issue monthly reports to the Vestry on the financial transactions of the Parish; and

(iii) make recommendations to the Vestry on the financial and other business transactions of the Parish.

All financial and business transactions of Trinity shall be subject to authorization or ratification by the Vestry.

Article V
Elections

Section 5.0 – Elections Committee. The Elections Committee shall be a permanent committee of the Vestry and shall consist of the regular outgoing members of the Vestry ("Committee Members"). Committee Members shall serve a one (1) year term beginning on February 1, of the Committee Member's last year of service on the Vestry and ending on January 31, of the next year. The Rector shall designate a Committee Member to serve as chairman ("Head Teller") of the Elections Committee.

Section 5.1 – Nomination Procedures. The Elections Committee shall, no later than six weeks prior to the Annual Parish Meeting, canvass the Parish for persons to be nominated, and shall nominate one or more candidates for the Vestry Positions to be filled at the next Annual Parish Meeting.

All nominees must be qualified to serve as a Vestry Member, as provided in Section 3.0 above and as verified by the Elections Committee from the Parish Records, and must affirm their willingness to serve as Vestry Members if elected.

The Elections Committee shall compile an initial slate containing the names of such qualified nominees ("Vestry Nominees"), and that slate shall be published and available to the Voting Members of the Parish on at least three (3) Sundays before the Annual Parish Meeting. That notice shall specify the qualifications for Vestry Members (as specified in Section 3.0 above), set out the qualifications for "Voting Members" at the Annual Parish Meeting (as specified in Section 5.2 below), and encourage the submission of the names of additional qualified nominees for inclusion on the ballot.

All nominees shall be verified as qualified by the Elections Committee and shall have affirmed their willingness to serve.

Section 5.2 – Election Procedures. Men and women at least sixteen (16) years of age, who are "Enrolled, Confirmed Communicants in Good Standing of the Parish," and enrolled as such in the records of the Parish ("Voting Members"), are entitled to vote for members of the Vestry and upon all questions requiring action at the Annual Parish Meeting.

A Confirmed Communicant in Good Standing is a person who; (1) has been confirmed by a Bishop of the Episcopal Church or a Bishop of a Church in communion with the Episcopal Church or has been received into the Episcopal Church by a Bishop of the Episcopal Church; and (2) has been, for the previous year, faithful in corporate worship, unless for good cause prevented, and faithful in working, praying and giving for the spread of the Kingdom of God.

The Elections Committee shall, on the day of the Annual Parish Meeting, present to the Voting Members of the Parish a ballot containing the names of all Vestry Nominees as determined in accordance with Section 5.1 above. The Head Teller, with the assistance of the other Elections Committee members, shall conduct the election for the Vestry.

The Head Teller shall announce the names of the Vestry Nominees nominated by the Elections Committee and from the Parish, and shall invite and receive from the floor those additional nominations for Vestry Nominees, as shall have been determined as qualified in accordance with Section 5.1 above.

The Head Teller shall (i) begin the election for all Vestry Positions shown on the ballot, (ii) close the election, and (iii) announce the results of the elections prior to the end of the Annual Parish Meeting. Those Vestry Nominees receiving the highest number of votes shall be declared elected to the Vestry Positions to be filled. In the event that the ballots cast for the last Vestry Position to be filled result in a tie, the Elections Committee shall, by private ballot, select the Vestry Member for that Position from the two Vestry Nominees who received a tie vote.

Section 5.3 – Vestry Vacancies. A vacancy shall be declared in any position on the Vestry upon the death, resignation or incapacitating disability of any Vestry Member, as determined by the Vestry. Any vacancy occurring in the Vestry shall be filled by the affirmative vote of a majority of the remaining Vestry Members though less than a quorum of the Vestry. A Vestry Member elected to fill a vacancy shall be elected for the unexpired term of the previous Vestry Member.

Article VI
Official Business

Section 6.0 – Contracts. No contract shall be valid without prior authorization of the Vestry or ratification by the Vestry.

Article VII
Conflicts of Interest Policy

Section 7.0 – Purpose. The purpose of the conflicts of interest policy is to protect Trinity Church's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or member of the Vestry of Trinity Church or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable corporations.

Section 7.1 – Definitions.

(a) Interested Persons. Any member of the Vestry, officer, or member of a committee with Vestry-delegated powers who has a direct or indirect financial interest, as defined below, is an interested person.

(b) Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment or family (1) an ownership or investment interest in any entity with which Trinity Church has a transaction or arrangement, or (2) a compensation arrangement with Trinity Church or with any entity or individual with which Trinity Church has a transaction or arrangement or, (3) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which Trinity Church is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

Section 7.2 – Procedures.

(a) Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and all material facts relating thereto to the Vestry and members of committees with Vestry-delegated powers considering the proposed transaction or arrangement.

(b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts relating thereto, and after any discussion thereof, the interested person shall leave the Vestry or committee meeting while the financial interest is discussed and voted upon. The remaining Vestry or committee members shall decide if a conflict of interest exists.

(c) Procedures for Addressing the Conflict of Interest.

(1) An interested person may make a presentation at the Vestry or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that result in the conflict of interest.

(2) The Rector or chair of the committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(3) After exercising due diligence, the Vestry or committee shall determine whether Trinity Church can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

(4) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Vestry or committee shall determine by majority vote of the disinterested members of the Vestry or the committee, as the case may be, whether the transaction or arrangement is in Trinity Church's best interest and for its own benefit and whether the transaction is fair and reasonable to Trinity Church and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(d) Violations of the Conflicts of Interest Policy.

(1) If the Vestry or a committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

(2) If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the Vestry or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 7.3 – Records of Proceedings. The minutes of the Vestry and all committees with Vestry-delegated powers shall contain:

(a) Names of Persons with Financial Interest. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Vestry's or committee's decision as to whether a conflict of interest in fact existed; and

(b) Names of Persons Present. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

Section 7.4 – Compensation Committees. A voting member of the Vestry or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from Trinity Church for services is precluded from voting on matters pertaining to that member's compensation; provided, however, that no such person is prohibited from providing information to any committee regarding compensation.

Section 7.5 – Annual Statements. Each member of the Vestry, officer, and member of a committee with Vestry-delegated powers shall annually sign a statement which affirms that such person

(a) Receipt. Has received a copy of the conflicts of interest policy;
(b) Read and Understands. Has read and understands the policy;
(c) Agrees to Comply. Has agreed to comply with the policy; and
(d) Tax Exemption. Understands that Trinity Church is a charitable organization and that, in order to maintain its federal tax exemption, it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

Section 7.6 – Periodic Reviews. To ensure that Trinity Church operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, Trinity Church may conduct periodic reviews.

Article VIII
Indemnification and Insurance

Section 8.0 – Right to Indemnification. Subject to the limitations and conditions as provided in this Article IX, each person who was or is made a party or is threatened to be made a pmty or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a "proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a member of the Vestry or officer of Trinity Church or while a member of the Vestry or officer of Trinity Church is or was serving at the request of Trinity Church as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, shall be indemnified by Trinity Church to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits Trinity Church to provide broader indemnification rights than said law permitted Trinity Church to provide prior to such amendment) against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including, without limitation, attomeys' fees) actually incurred by such person in connection with such proceeding, but if the proceeding was brought by or in behalf of Trinity Church, the indemnification is limited to reasonable expenses actually incurred or suffered by such person in connection therewith, and indemnification under this Article IX shall continue as to a person who has ceased to serve in the capacity that initially entitled such person to

indemnity hereunder; provided, however, that in no case shall Trinity Church indemnity any such person, or the legal representatives of any such person, with respect to any matters as to which such person shall be finally adjudged in any such proceeding to be liable on the basis that personal benefit resulted from an action taken in such person's official capacity, or in which such person is found liable to Trinity Church. Any person entitled to indemnification pursuant to this Article IX is sometimes referred to as an "Indemnified Person."

Section 8.1 – Advance Payment. The Indemnified Person's right to indemnification conferred in this Article IX shall include the right to be paid or reimbursed by Trinity Church the reasonable expenses incurred by an Indemnified Person who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding; provided, however, that the payment of such expenses incurred by an Indemnified Person in advance of the final disposition of a proceeding shall be made only upon delivery to Trinity Church of a written affirmation by such Indemnified Person of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article IX and a written undertaking, by or on behalf of such Indemnified Person, to repay all amounts so advanced if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified under this Section or otherwise.

Section 8.2 – Indemnification of Employees and Agents. Trinity Church may indemnity and advance expenses to an employee or agent of Trinity Church to the same extent and subject to the same conditions under which it may indemnity and advance expenses to members of the Vestry and officers under this Article IX; and, Trinity Church may indemnity and advance expenses to persons who are not or were not members of the Vestry, officers, employees or agents of Trinity Church but who are or were serving at the request of Trinity Church as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefits plan or other enterprise against any liability asserted against such person and incurred by such person in such a capacity or arising out of such person's status as such a person to the same extent that it may indemnity and advance expenses to members of the Vestry under this Article IX.

Section 8.3 – Appearance as a Witness. Notwithstanding any other provision of this Article IX, Trinity Church may pay or reimburse expenses incurred by an Indemnified Person in connection with his or her appearance as a witness or other participation in a proceeding relating to Trinity Church at a time when he or she is not named defendant or respondent in the proceeding.

Section 8.4 – Non-exclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article IX shall not be exclusive of any other right that an Indemnified Person may have or hereafter acquire under any law (common or statutory), provision of the Certificate of Formation or the Bylaws of Trinity Church, agreement, vote of disinterested members of the Vestry, or otherwise.

Section 8.5 – Insurance. Trinity Church may purchase and maintain insurance, at its expense, to protect itself or any Indemnified Person, whether or not Trinity Church would have the power to indemnity such person, against such expense, liability or loss under this Article IX.

Section 8.6 – Savings Clause. If this Article IX, or any portion hereof, shall be invalidated on any ground by any court of competent jurisdiction, then Trinity Church shall nevertheless indemnify and hold harmless each Indemnified Person as to costs, charges and expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article IX that shall not have been invalidated and to the fullest extent permitted by applicable law.

Section 8.7 – Limitation on Indemnity. Notwithstanding any provision of this Article IX to the contrary, the liability of Trinity Church under this Article IX is limited to the proceeds and benefits of insurance, if any, actually paid or received with respect to the matter or event giving rise to any proceeding that constitutes a basis for the indemnity provided for in this Article IX; provided, the Vestry may, in the exercise of its sole discretion, waive or quality this limitation in specific cases.

Article IX
Amendments

Section 9.0 – Amendments. These Bylaws may be altered, amended, or repealed by the affirmative vote of a majority of the then acting members of the Vestry at any Annual Meeting, Regular Meeting, or Special Meeting if written notice is given of the meeting and notice of the proposed amendment is contained in the notice of such meeting; provided, no such alteration, amendment or repeal shall be effective unless and until the same has been approved in writing by the Bishop; or, if the office of Bishop is vacant, by the Ecclesiastical Authority of the Diocese of Texas, which approval shall be evidenced by the signature of the Bishop or the Ecclesiastical Authority, as the case may be, on a document evidencing such alteration, amendment, or repeal.

Article X
By-Laws

Section 10.0 – Effective Date. Upon adoption by the Vestry, the By-laws shall become effective as of June 19, 2018.

CERTIFICATE OF CLERK

I hereby certify that these By-laws were adopted by the Vestry of Trinity Church Houston on the 19th day of June, 2018.

By: Joanne Starbuck
Name: Joanne Starbuck
Title: Parish Clerk

APPROVAL OF THE BISHOP

Approved on the 22 day of August, 2018.

By: + C. Andrew Doyle
The Right Reverend C. Andrew Doyle
Bishop of Texas