

Disclosure of State Government Consultants

State of Rhode Island - Budget Office

Rhode Island Gen. Laws § 42-90-1. Public disclosure required.

(a) All departments, commissions, boards, councils, other agencies in the government of the state and public corporations shall annually prepare and submit to the budget office by October 1 a list containing:

(1) The name of any person privatization contractor, or vendor who performed legal, medical, accounting, engineering, or any other professional, technical or consultant service to the department, commission, board, council, agency or public corporation on a contractual basis during the previous fiscal year; and

(2) The amount of compensation received by each consultant during the previous fiscal year.

(b) All departments, commissions, boards, councils, other agencies in the government of the state and public corporations shall prepare and submit to the budget office on an annual basis by October 1 a contracting report containing:

(1) Digital/Electronic copies of all contracts or agreements by which a nongovernmental person or entity agrees with the department, commission, board, council, agency or public corporation to provide services, valued at one hundred fifty thousand dollars (\$150,000) or more, which are substantially similar to and in replacement of work normally performed by an employee of the department, commission, board, council, agency or public corporation.

(2) [Deleted by P.L. 2014, ch. 145, art. 9, § 4].

(c) The budget office shall post electronic/digital copies of all contracts and reports online using the state's transparency portal or an equivalent website, available for public inspection, annually no later than December 1 of each year.

Name of filing entity:	Rhode Island Convention Center Authority
Reporting period:	FY 2021 (July 1, 2020 - June 30, 2021)
Date submitted:	9/27/21 - 08/26/2021
Name of submittor:	Eileen Smith

Please check the box to the right if this agency has no government consultants to report and is in full compliance with RIGL 42-90-1:

Consultant	Purpose	Amount
Adler Pollock & Sheehan	Legal Consultant	\$20,910.29
Albert Risk Management	Insurance	\$13,568.75
Angell Pension	Pension Consultants	\$3,630.00
DeSimone & Leach	Legal Consultant	\$72,010
Citrin Cooperman	Financial Consultant	\$290,623.00
AMTEC	Bonds	\$400.00
Blum Shapiro	Auditors	\$38,000.00
Partridge Snow & Hahn	Legal Consultant	\$20,617.50
R. Keough Construction	Construction Consultant	\$11,938.00
Clifton Larson	Auditors	\$36,435.00
Coia & Lepore, Ltd.	Legal Consultant	\$14,540.50
Pannone Lopes Devereaux & O'Gara, LLC	Legal Consultant	\$5,601.82
Peter DiBiase, Inc.	Legal Consultant	\$3,500.00



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November 30, 2020

Mr. Jeffrey Hirsh, Treasurer
Rhode Island Convention Center Authority
One LaSalle Square
Providence, RI 02903

MASTER SERVICES AGREEMENT

Thank you for engaging Citrin Cooperman & Company, LLP to provide advisory services to Rhode Island Convention Center Authority ("*Client*"). This Master Services Agreement ("*Agreement*") confirms the engagement of Citrin Cooperman & Company, LLP ("*Citrin Cooperman*" or "*Service Provider*") and establishes the terms of these services.

Service Plan and Our Responsibilities

Citrin Cooperman will perform consulting services advising on client matters, including but not limited to those set forth in Addendum 1 to this Agreement. The consulting services are to be performed or directed by Michael T. Crawley, CPA.

Services requested outside of those set forth in Addendum 1 will receive their own scope of work or engagement letter. Any existing service agreements with Citrin Cooperman are unaltered by this agreement and will remain in full force.

Client Responsibilities

The Client acknowledges they possess suitable skills, knowledge, and experience, and understand the scope of these consulting services to be performed, sufficient to oversee these services. Consequently, Client management will be responsible for overseeing and evaluating the adequacy of and accepting the results of, and for making all management decisions with respect to the subject matter of the services to be provided.

Citrin Cooperman's advice and deliverables will be based on the information and data supplied to us and our analysis of that information. You warrant that the information and data you and your vendors supply to us will be complete and accurate in every respect to the best of your knowledge; that any reports, analysis, or other documents prepared by us will be used only in compliance with all applicable laws and regulations; and that you will hold us harmless for any breach of this warranty.

Accounting and Financial Reporting Advice

During the course of our engagement, Management may request us to provide accounting and financial reporting advice. Such advice, which may be written or oral, will be provided at the Client's request and will be limited to the application of accounting principles generally accepted in the United States of America ("US GAAP") to specific transactions, either completed or proposed, involving the facts and circumstances of the Client ("*particular transaction*"). Accordingly, Citrin Cooperman will not provide any written advice on the application of accounting principles to a hypothetical transaction or any written or oral advice as a



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second opinion. However, Citrin Cooperman may provide oral advice on the accounting impact of business decisions and may assist management in formulating the Client's accounting positions prior to management discussing such positions with the Client's independent auditors.

The ultimate responsibility for the decision on the appropriate application of accounting principles for a particular transaction rests with management. Our judgment on the appropriate application of accounting principles for a particular transaction will be based solely on the facts provided to us by management; should these facts and circumstances differ; our conclusion may change. The appropriate application of accounting principles is subject to interpretation and should be discussed with your independent auditors.

Management Responsibilities

Client agrees that the accuracy of information supplied to Service Provider is the sole responsibility of Client, and that Service Provider is not responsible and shall not be held liable for the results of services performed on the basis of inaccurate, incomplete, or untruthful information furnished by Client.

Client acknowledges that the work performed under this agreement is advisory in nature and the Service Provider, its stakeholders, and staff have no decision-making authority in how the Client runs its business. Final decisions and their outcomes regarding the Client's operations, interactions with customers, and management of vendors and subcontractors are solely the responsibility of the Client and its officers and staff.

Client management is responsible for the fair presentation of the Client's financial statements in conformity with US GAAP and for establishing and maintaining effective internal control over financial reporting, including (a) designing and implementing programs and controls to prevent and detect fraud, and (b) monitoring ongoing activities. Accordingly, the responsibility for matters pertaining to accounting and financial reporting, including the proper accounting treatment for a particular transaction, rests with management. Management is also responsible for:

- Designating an individual who possesses suitable skills, knowledge or experience, preferably within senior management, to oversee our services
- Providing the facts, circumstances, and assumptions relevant to the specific assignment and informing us of changes in facts, circumstances, and assumptions
- Informing us of the accounting treatment for similar matters or transactions in the past
- Providing access to all financial records and related information and to management and personnel with information of relevance pertaining to the specific assignment
- Informing us of all known significant deficiencies and material weaknesses in internal control over financial reporting that are relevant to the specific assignment
- Consulting with the Client's independent auditors with regard to the selected method of accounting for the particular transaction and informing us about the matters discussed
- Evaluating the adequacy and the results of the services performed and accepting responsibility for such results.



Invoicing and Collection

Citrin Cooperman Partners, Principals, and Staff will be working on the engagement as we deem appropriate and we will bill for their time as set forth in Addendum 1 to this Agreement. Our firm has offices in several states located throughout the United States and a wholly owned and controlled offshore affiliate. Work on your engagement may be performed in any of our locations based on the recommendation of Michael T. Crawley CPA.

We review our standard rates semi-annually on January 1st and July 1st of each year, and we agree to inform Client promptly of any rate adjustment. Citrin Cooperman will also bill for out-of-pocket expenses such as travel, meals, mileage, research, technology, purchased data, reproduction costs, and any other expenses associated with the production of the work product.

In the event that additional services are requested we will discuss with you the structure and scope of the fees involved. Depending on the scope of the additional services, separate engagement letters or addendums may be issued. The fee schedules of any addendum will supersede the fees in this agreement. If no fee arrangement is specified in a given addendum, the fees in this agreement will apply.

We will work with Client Management to complete the engagement as efficiently as possible.

Payment

We will provide an invoice on a monthly basis. Out-of-pocket expenses will be included as an additional line item. Invoices are due upon receipt.

In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full in accordance with the payment terms of the Engagement Letter. You acknowledge and agree that we are not required to continue work in the event of your failure to pay any statement or invoice from us in accordance with our customary invoice terms. Should work be suspended, Citrin Cooperman shall not be liable to you for any damages that occur as a result of our ceasing to render services. In the event that a situation arises that precludes us from completing the engagement, you agree to pay us for the time we incurred on this engagement at our standard hourly rates. You agree to reimburse Citrin Cooperman for attorneys' fees and costs in connection with the collection of past due fees.

Third-party service providers

Citrin Cooperman may, from time to time and depending on circumstances, use third-party service providers and vendors' software and systems in serving your account. Third-party service providers include individuals who are not employed by our firm, such as independent contractors, specialists, or vendors. We may share confidential information about you with these service providers and vendors to perform our engagement. We remain committed to maintain the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers and vendors to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider or vendor. Furthermore, we will remain responsible for the work provided by any such third-party service provider.



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Electronic transmittals

During the course of our engagement, Citrin Cooperman or you may need to electronically transmit confidential information to each other and to other entities engaged by either party. E-mail is a fast and convenient way to communicate. However, e-mail is not a secure means of communication and thus, confidentiality could be compromised. You agree to the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between Citrin Cooperman and you and between Citrin Cooperman and third-party service providers or other entities engaged by either Citrin Cooperman or you.

Records retention

It is the policy of Citrin Cooperman to return all original client documents at the completion of an engagement. It is your responsibility to retain and protect the records for possible future use, including potential examination by any government or regulatory agencies. We will retain a copy of the records related to this engagement for a term not to exceed seven years.

Responses to Third Parties

As a result of our services to you, we may be requested or subpoenaed to provide information or documents (some of which may be privileged) to you or a third party in a legal, administrative, or similar proceeding in which we are not a party. If this occurs, our efforts in responding to such requests or subpoenas will be billable to you as a separate engagement irrespective of whether we are providing any other services to you at that time. You agree that we shall be entitled to compensation for our time and for reimbursement for all associated expenses, including any legal fees incurred in responding to such requests or subpoenas.

Expiration

This contract will remain in effect until the last day of the month that occurs six months after the date of execution. The terms in this contract can be extended via an addendum at any time.

Assumptions

1. Client will make owners, employees, temporary employees, and contracted service providers available for reasonable time commitments as needed to complete analysis and project work.
2. Client and Client's third-party vendors will provide all content, documents, outlines, contracts, photos, etc., necessary for this project. Client is responsible for furnishing all pertinent information, and for furnishing accurate, truthful and complete information necessary for Service Provider to perform or complete the agreed services or project.
3. To the extent that access to the Client's systems and technology is required for this project, Client agrees to provide and facilitate reasonable access to Citrin Cooperman employees on an as-needed basis for the duration of the assessment
4. Client assumes full responsibility for acceptance of work or services performed and agreed upon, as well as final proofing and accuracy. If Client does not respond with 7 business days with acceptance or feedback, the deliverable is considered to be "accepted."
5. The Service Provider may use, reproduce, and distribute the Client's service marks, trademarks, and trade names (if any) (collectively, the "Client Marks") in connection with the performance of the



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Services. Any goodwill received from this use will accrue to the Client, which will remain the sole owner of the Client Marks. The Service Provider may not engage in activities or commit acts, directly or indirectly, that may contest, dispute, or otherwise impair the Client's interest in the Client Marks. The Service Provider may not cause diminishment of value of the Client Marks through any act or representation.

Dispute Resolution

Any dispute arising out of or relating to this engagement, or breach thereof, shall first be submitted for good faith mediation administered by the American Arbitration Association ("AAA") and its Rules for Professional Accounting and Related Services Disputes. The parties agree to discuss their differences in good faith and to attempt, with facilitation by the mediator, to reach a consensual resolution of the dispute. The mediation shall be treated as a settlement discussion and shall be confidential. The mediator may not testify for any party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceeding. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties. Mediation shall take place at a place to be designated by the parties in Providence, Rhode Island. No litigation, arbitration or other proceeding shall be commenced prior to sixty (60) days after the parties' first appearance before the mediator.

If the matter is not resolved by mediation within sixty (60) days of its submission to the mediator, then the parties shall submit the dispute for arbitration administered by the American Arbitration Association under its Accounting and Related Services Arbitration Rules and Mediation Procedures (the "Rules").

The arbitration will be conducted before a single arbitrator selected from the AAA's Panel of Accounting Professionals and Attorneys and shall take place at a place to be designated by the parties. The arbitrator shall be a fit and impartial person and shall have at least ten (10) years' experience in commercial litigation, accounting or a similar field connected to the subject matter of the dispute. The arbitrator, with the aforementioned requisite qualifications, shall be selected pursuant to the Rules.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party's actual compensatory loss.

Any discovery sought in connection with the arbitration must be expressly approved by the arbitrator only upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content or result of the arbitration only as expressly provided by the Rules.

The award reached as a result of the arbitration will be binding on the parties and confirmation of the arbitration award may be sought in any court having jurisdiction.

Because Citrin Cooperman will rely on you to discharge the forgoing responsibilities, the Client holds harmless, releases, indemnifies, and agrees to defend Citrin Cooperman and its partners, principals, directors, employees, agents, and successors, and assigns from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by Client or a member of the Client,



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which has caused, in any respect, Citrin Cooperman's breach of contract or negligence. This provision will survive the termination of this arrangement for services.

This agreement, its enforcement and any dispute relating in any way to this engagement will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Agreement

This agreement can only be amended in writing and signed by an authorized person at Citrin Cooperman and you. This letter constitutes the complete statement of agreement between Citrin Cooperman and the Client, superseding all proposals, oral or written, and all other communication, with respect to the terms of the services to be provided by Citrin Cooperman to the Client. Should services other than those covered by the Agreement be requested, we will discuss with you the extent of these services and the basis for additional fees and, if deemed significant by both parties, a separate addendum.

Acceptance

Your signing of this letter acknowledges your understanding of the scope, nature, objectives, and limitations of the services to be provided and your acceptance of all terms herein.

We sincerely appreciate this opportunity to be of service to you. Please sign in the space provided and return the agreement to us.

Approved by:

Michael T. Crawley, CPA, Partner
Citrin Cooperman & Company, LLP

Jeffrey Hirsh, Treasurer
RI Convention Center Authority

01/27/2021

Date

2-1-2021

Date



November 30, 2020

Mr. Jeffrey Hirsh, Treasurer
Rhode Island Convention Center Authority ("RICCA")
One LaSalle Square
Providence, RI 02903

Addendum 1

This addendum applies to the Master Services Agreement dated November 30, 2020.

Service Plan and Our Responsibilities

Outsourced CFO Services

Citrin Cooperman will provide outsourced personnel in a CFO capacity, to be performed or directed by Michael T. Crawley, CPA, as well as subject matter expertise on topics related to the finance, accounting, and compliance needs of the organization. We will also work with RICCA's in-house accounting staff (the "Accountant") on their activities as specified below. These specific services will be further defined as the organization evolves, and can include:

Monthly / weekly accounting responsibilities:

- Oversee, review, and respond to inquiries regarding the following of the Accountant's activities:
 - Recording deposits and transfers
 - Posting payroll
 - Reconciling bank and investment accounts
 - Maintaining monthly worksheets pertaining to event deposits, receivables, and accruals
 - Preparing intercompany and fixed asset reconciliations and account analysis
 - Recording bond interest payments, principal payments, and amortization
 - Audits of complex invoices and purchasing decisions, monitoring, evaluating, and providing contract administration support for renovation projects

Monthly closing and consolidation of financial records:

- Oversee, review, and respond to inquiries regarding the following of the Accountant's activities:
 - Preparing monthly accrual and other closing entries
 - Reviewing trial balances, account reconciliations, and supporting schedules prepared by third party managers
 - Preparing consolidated income statement (including comparison of actual results to budget and prior years) and balance sheet to present to Finance Committee and Board of Commissioners
- Complete internal audit activities over the controls applied by RICCA's third-party management company, including those pertaining to internal controls over purchasing, account reconciliations, journal entries, and event settlements.



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- Attend and present at Finance Committee and Board of Commissioners meetings, on topics including:
 - Internal audit results
 - Aged accounts receivable report
 - Major transactions
 - External audit updates

Quarterly / annual reporting responsibilities:

- Prepare and report on recap of quarterly event performance – margin and per attendee analysis
- Review of management incentive fee calculations
- Provide an high-level accounting review for existing bond issues

Annual budget and audit assistance:

- Oversee, review, and respond to inquiries regarding the following of the Accountant's activities:
 - Collaboration with staff and third-party managers for the preparation of consolidated annual operating budget and multi-year capital plans
 - Preparing and recording journal entries needed to close the fiscal year-end, as well as performing any other fiscal year-end close procedures
 - Preparing schedules requested by independent auditors, such as account reconciliations and flow-through schedules
- Preparation and final review of annual:
 - Management's Discussion & Analysis,
 - Audited consolidated financial statements and footnotes and supplementary schedules thereto,
 - Compliance reports (i.e., bond covenants)
- Coordination of annual audit activities with:
 - External auditors,
 - State Controller's Office, and
 - Office of the Auditor General

The service plan does not include the provision of outsourced personnel in an Executive Director capacity.



Invoicing and Collection

The fees for the services outlined above will be provided as illustrated below.

SERVICES	FEES
- Outsourced CFO consulting as described above	<ul style="list-style-type: none"> • \$10,000 billed monthly
- Services other than outsourced CFO consulting as described above, with prior authorization	<ul style="list-style-type: none"> • Discounted hourly rates: <ul style="list-style-type: none"> - Partner: \$355 - Director: \$260 - Manager: \$185 - Supervisor: \$155 - Senior / Staff: \$145

Out-of-pocket expenses may include, but are not limited to, travel, meals, mileage, research, technology, purchased data, reproduction costs, and any other expenses associated with the production of the work product. Expenses are billed as a separate line item the month following the date the expense was incurred.

Term

This addendum will remain in effect until the last day of the month that occurs two years after the date of execution. The parties may extend or renew this addendum for a one-year period at their mutual option. On the last day of the month that occurs two years after the date of execution, the fees above will increase by three percent.

Agreement

This agreement can only be amended in writing and signed by an authorized person at Citrin Cooperman & Company, LLP and you. This letter constitutes the complete statement of agreement between Citrin Cooperman and the Client, superseding all proposals, oral or written, and all other communication, with respect to the terms of the consulting services to be provided by Citrin Cooperman to the Client. Should services other than those covered by the letter be requested, we will discuss with you the extent of these services and the basis for additional fees and, if deemed significant by both parties, a separate engagement letter.

Any and all claims by you arising with respect to or relating to this addendum must be commenced within one (1) year following the date on which Citrin Cooperman delivers its services associated with this addendum, by filing a written request for mediation. If this addendum is terminated and the related deliverables are not delivered to you, for any reason, any and all claims by you arising under this addendum must be commenced within one (1) year of the date you are informed of the addendum's termination.

Citrin Cooperman shall not be liable to you for any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under this addendum for an aggregate amount in excess of the fees paid to Citrin Cooperman under this addendum. Subject to the foregoing, Citrin Cooperman shall not be liable to you for any actions, damages, claims, liabilities, costs, expenses or losses



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in any way arising out of or relating to the services performed under this addendum for an amount in excess of your actual damages. In no event shall Citrin Cooperman be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs).

Acceptance

Your signing of this letter acknowledges your understanding of the scope, nature, objectives, and limitations of the consulting services to be provided and your acceptance of all terms herein.

We sincerely appreciate this opportunity to be of service to you. Please sign in the space provided and return the agreement to us.

Approved by:

Michael T. Crawley, CPA, Partner
Citrin Cooperman & Company, LLP

Jeffrey Hirsh, Treasurer
RI Convention Center Authority

01/27/2021

Date

2-1-2021

Date