

Meeting Date
09/16/14



AGENDA	
Section	CONSENT
Item No.	<i>II.B.2</i>

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Renewal of Friends Group Agreement between the Brevard County Board of County Commissioners and the Friends of Ulumay, Inc. – District 2
DEPT/OFFICE:	Parks and Recreation Department Environmentally Endangered Lands (EEL) Program

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chairman to execute the Agreement between Brevard County Board of County Commissioners and the Friends of Ulumay, Inc.

Summary Explanation & Background:

The Friends of Ulumay, Inc. is a 501 (c) 3 not-for-profit organization formed to provide direct assistance to the Environmentally Endangered Lands (EEL) Program and the Parks and Recreation Department with the management of the Ulumay Wildlife Sanctuary and adjacent conservation lands. The initial Friends Agreement was entered into between the County and the Friends of Ulumay, Inc. on October 6, 2009 and will expire on October 5, 2014.

This Agreement shall take effect upon execution by the Brevard County Board of County Commissioners (BoCC) and shall continue for a period of five (5) years or until terminated pursuant to the provisions of the Agreement, and may be renewed with approval by both parties.

Through this agreement, the Friends of Ulumay, Inc. will continue to:

- provide preserve, protect, maintain and enhance the Ulumay Wildlife Sanctuary,
- educate the general population to the value, vulnerability and uniqueness of the Sanctuary,
- encourage and facilitate private and public financial contributions in order to enhance the Sanctuary, including sponsorship of special exhibits, programs and publications about the Sanctuary and its resources,
- participate and cooperate with the EEL Program, the Parks and Recreation Department and other agencies and organizations protecting the Ulumay Wildlife Sanctuary,
- advise and assist in the development of plans for the Ulumay Wildlife Sanctuary, and
- provide volunteer assistance to any National, State, County or local environmental or preservation or restoration program for the long-range protection of the Ulumay Wildlife Sanctuary.

Fiscal Impacts:

FY 13/14 & FY 14/15 - Approval of this item will not result in any fiscal impacts to General Revenue Funds, and has no fiscal impact to the EEL Program budget.

Name: Mike Knight, EEL Program Manager

Phone: 321-255-4466 mike.knight@brevardparks.com

Clerk to the Board Instructions: Please return two (2) fully executed originals to the EEL Program office.

Exhibits Attached: Agreement with Friends of Ulumay, Inc. (3)

Contract /Agreement (If attached):		Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR <input type="checkbox"/>
County Manager		Assistant County Manager, Mel Scott			Department Director, Parks & Recreation, Jack Masson		
Stockton Whitten		Assistant County Manager, Venetta Valdengo					



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

September 17, 2014

M E M O R A N D U M

TO: Jack Masson, Parks and Recreation Director

RE: Item II.B.2., Agreement with the Friends of Ulumay, Inc. for Five-Year Renewal

The Board of County Commissioners, in regular session on September 16, 2014, approved the Agreement with the Friends of Ulumay, Inc., to continue providing direct assistance to the Environmentally Endangered Lands Program and the Parks and Recreation Department with the management of the Ulumay Wildlife Sanctuary and adjacent conservation lands for an additional five-years or until terminated pursuant to the provisions of the Agreement. Enclosed are two fully-executed copies of the Agreement for your action.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/ds

Encls. (2)

cc: EEL Program Manager
Contracts Administration
Finance
Budget

**Brevard County Board of County Commissioners and Brevard County
Environmentally Endangered Lands Program Friends Group
Agreement with the Friends of Ulumay, Inc.**

THIS AGREEMENT, made and entered into this ____TH day of _____,
2014, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD
COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred
to as "County", and the FRIENDS OF ULUMAY, INC, a non-profit corporation chartered
under the Laws of the State of Florida, hereinafter referred to as "FOU".

WITNESSETH:

WHEREAS, the County has jurisdiction over nature sanctuaries purchased and
or managed through the Environmentally Endangered Lands Program and is
responsible for the operation and management of such lands and facilities and for
providing visitor services in the sanctuaries under its jurisdiction as may be appropriate
for the use of the public for enjoyment and appreciation of the natural environment, and

WHEREAS, the FOU desires to provide management assistance and visitor
services as a Friends Group for the Ulumay Sanctuary, County of Brevard, State of
Florida, as hereinafter described, and the County desires to enter into Agreement with
the FOU for the provision of said services;

NOW THEREFORE, in consideration of the premises and the mutual covenants
and conditions herein contained, it is agreed by the parties hereto as follows:

1. The County hereby grants to the FOU and the FOU hereby accepts from the
County, an Agreement to serve as the Friends Group for the Ulumay Sanctuary, subject
to all terms and conditions set forth in this Agreement and the purpose as set forth in
the Articles of Incorporation of the FOU, attached as Exhibit "A" to this Agreement and
Operational Guidelines, attached as Exhibit "C" to this Agreement.

2. This Agreement shall take effect upon execution by the Brevard County Board of County Commissioners and shall continue for a period of five (5) years or until terminated pursuant to the provisions hereof. This Agreement may be renewed with approval from both parties.

3. The Ulumay Sanctuary, hereinafter referred to as "Sanctuary", is defined as those properties detailed on Exhibit B of this Agreement.

4. Specific operational guidelines relative to this agreement are contained in Exhibit C of this agreement.

5. County shall:

a. Provide to the FOU without charge, use of park and sanctuary facilities for organizational meetings and approved events approved in advance, in writing, by the Park or Sanctuary Manager. Such use must be directly in keeping with Exhibit "C" (Operational Guidelines,) of this Agreement, and may not be made at times or places that would unreasonably interfere with opportunities for the general public to use the Park or Sanctuary for established purposes. The County reserves the right to revise Operational Guidelines at any time as needed. All use of the Park or Sanctuary facilities by the FOU are secondary to the facility needs of the Parks Department and the EEL Program. Any use of or visits to the Park or Sanctuary or its facilities outside of the normal operating hours must have prior written approval from the Park or Sanctuary Manager. In order to use property or facilities of the Park or Sanctuary, the Friends must:

(a.1) comply with all Park or Sanctuary and County policies, rules and regulations as they may be amended periodically;

(a.2) develop and submit to the Park or Sanctuary Manager for review and written approval on an annual basis, to begin on the date of the approval of this Agreement, a program or schedule of all projects, activities and events it plans to carry out on Park property or EEL managed properties, including the designation of a specific location and time for such use;

(a.3) obtain advance written approval from the Park or Sanctuary Manager for any activities not covered specifically in this Agreement;

b. Designate the Park or Sanctuary Manager as the County's Agreement manager and who shall be responsible for insuring performance of the terms and conditions of this Agreement.

c. Provide workers compensation and general liability insurance coverage for all FOU members registered as Parks or EEL volunteers providing volunteer services to the Park or Sanctuary.

(c.1) Board members and general members of the FOU are considered volunteers of the Brevard County EEL Program. All FOU members who are providing authorized services to the Parks Department and EEL Program, are eligible for workers compensation benefits and general liability coverage as stated in section 6.3 of the EEL Program Volunteer Management Guidelines. All FOU members providing volunteer services are required to register as a volunteer with the Parks Department or EEL Program, and complete all required workers compensation paperwork.

(c.2) County volunteers are protected from "third party" lawsuits while acting "within the scope of their designated responsibilities" under the

County's general liability and auto liability insurance programs. The County's liability insurance programs do not cover volunteers who engage in non-work related activities or take unauthorized actions, which result in property damage or bodily injury to others. The County's liability insurance does not cover the use of personal vehicles for County business.

- d. Designate the Park or EEL Sanctuary Manager, or designee, with the responsibility for registering the FOU and its members who provide volunteer services to Parks or sanctuaries, as County volunteers so that they may be eligible for the benefits of that designation.

4. The FOU Shall:

- a. Designate a liaison from the FOU to interface with the Department to ensure quality communication.
- b. Be an ongoing source for recruitment, support and education of Ulumay Sanctuary volunteers as guides and hosts.
- c. Host at least one annual public awareness and educational event to benefit the Ulumay Sanctuary.
- d. Submit a proposal to the Sanctuary Manager for any grants or fundraising activities that the FOU desires to undertake that would use Parks or Sanctuary facilities or benefit the Sanctuary. Proposals will be evaluated based on their relationship to the current Sanctuary and program goals.

Proposals must also be evaluated to insure that they do not conflict with other Parks or EEL Program grants or fundraising efforts.

- e. Adopt and abide by the volunteer management guidelines set forth in the EEL Volunteer Handbook.
 - f. Be responsible for recruiting, training and recognizing the volunteers who donate time to the FOU at the Sanctuary. The EEL Program will recognize and track the volunteer contributions of the FOU as an organization. Individual volunteers of the FOU must be registered as volunteers with the EEL Program and have completed training as necessary in order to be eligible for County volunteer benefits.
 - g. Submit a monthly attendance report that details public participation in special programs offered by FOU to the Sanctuary Manager or designee. The report for each month is due on the fifth working day of each month.
 - h. Provide additional liability coverage if required by the Brevard County Risk Management when specific risks are involved. In these situations, the Brevard County Board of County Commissioners is to be named as additional insured.
5. All notices and orders given to the FOU may be served by mail at the following address 1325 Trout Street, Merritt Island, FL 32952; with copies mailed directly to the President, Secretary and Treasurer (FOU is required to submit names and addresses of newly elected officers by a designated date annually to the Sanctuary Manager. All notices given to the County may be served by mail at the following address: Brevard County EEL Program, 91 East Drive, Melbourne, FL 32904.

6. The FOU agrees that all funds generated by the FOU through use of Park or Sanctuary facilities or the Sanctuary's name or identity will be used for the direct benefit of the Ulumay Sanctuary or in support of the FOU's stated purposes as outlined in Exhibit "A" of this Agreement. (FOU Articles of Incorporation).

7. In the performance of this Agreement, the FOU shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Grantee for a period of three years after termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

8. No reports, data, programs or other materials produced, in whole or part for the benefit and use by the County, under this Agreement shall be subject to copyright by FOU in the United States or any other country.

9. In the event the FOU organization is dissolved or becomes inactive, all monies related to the Ulumay Sanctuary in the treasury and tangible and real property related to the Ulumay Sanctuary in the organization's possession at the time of dissolution shall revert to the EEL Program central region operations budget as revenues and property. This action shall require a financial statement from the FOU organization.

10. The FOU agrees to provide an annual financial report using an annual report format approved by the Sanctuary Manager. In addition, should annual expenses of the FOU in relation to the Ulumay Sanctuary exceed \$100,000 in gross expenditures, including all grants, the FOU shall secure a full audit by an independent certified public

accountant. This audit shall be in accordance with Chapter 10.70, Rules of the Auditor General of the State of Florida, adopted by reference in Rule 61H-20.0093(1), Florida Administrative Code. These post audits of the FOU shall be conducted by an independent certified public accountant. The auditor's reports shall address the financial statements for FOU's fiscal year, which begins January 1 and ends December 31, of each year. The auditor's report gives relative assurance that expenditures were made to carry out the purpose as set forth in the Articles of Incorporation of the FOU, attached as Exhibit "A" to this Agreement. The financial statements, accompanied by any required auditor's reports and opinion, shall be submitted to the Sanctuary Manager no later than July 15 of each year. In addition, the County shall be provided a copy of the FOU's IRS Form 990 if filed with the IRS. The County must also receive a copy of all non-required, independent audit reports that are completed on the FOU organization, within thirty (30) days of completion.

11. This Agreement may be terminated by either party without cause after 90 days from the receipt of notice in writing to the other party at the address shown in this Agreement.

12. It is acknowledged that the FOU is operating as a support organization, and as such, the activities of the FOU, which have been approved by the Sanctuary Manager pursuant to this Agreement, are covered by County liability protection as outlined in Sections 110.504 and 768.28, Florida Statutes.

13. Any amendments made to this Agreement require approval from the Brevard County Board of County Commissioners.

14. IN WITNESS WHEREOF, the Brevard County, Board of County Commissioners, has hereunto set its hand and official seal in Viera, Florida, and the Friends of Ulumay,

Inc. has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its secretary, the day and year written above.

Attest:

BREVARD COUNTY
BOARD OF COUNTY
COMMISSIONERS

By: Mary Bolin Lewis

Mary Bolin Lewis, Chairman

By: Scott Ellis

Scott Ellis, Clerk of Courts

As Approved by the Board on:
9-16-2014

Reviewed for legal form and content:

Christine Lepore
Christine Lepore, Assistant County Attorney

Friends of Ulumay, Inc

By: Barbara Venuto Date: 8/26/2014

President

By: David Byrne Date: 8/26/2014

Secretary

**EXHIBIT A
BYLAWS
of the
FRIENDS of ULUMAY, Incorporated**

ARTICLE I – NAME

The name of this organization shall be the "Friends of Ulumay," hereinafter referred to as "FOU," a Florida not for profit organization. The Friends of Ulumay is intended to be a 501(C)(3), non-profit organization, governed by an independent Board of Directors elected by the general membership. The goals and purpose of the organization, as established by the Articles of Incorporation and the Board, are identified in Article II.

ARTICLE II – GOALS and PURPOSE

Section 1: The purposes for which the corporation is organized are:

- To provide an organization whose purpose is to preserve, protect, maintain and enhance the Ulumay Wildlife Sanctuary located in Central Brevard County, Florida, as a unique natural sanctuary;
- To educate the general population to the value, vulnerability and uniqueness of the Wildlife Sanctuary;
- To encourage and facilitate private and public financial contributions in order to enhance the Wildlife Sanctuary, including sponsorship of special exhibits, programs and publications about the Sanctuary and its resources;
- To participate and cooperate with Brevard County Parks and Recreation and other agencies and organizations protecting the Ulumay Wildlife Sanctuary and to advise and assist in the development of plans for the Ulumay Wildlife Sanctuary.
- To provide volunteer assistance to any National, State, County or local environmental or preservation or restoration program for the long-range protection of the Ulumay Wildlife Sanctuary.

Section 2. FOU shall be non-partisan. No part of the activities of FOU shall consist of the publication or distribution of materials or statements with the purposes of attempting to influence or intervene in any political campaign on behalf of or in opposition to any candidate for public office.

Section 3. FOU shall have and enjoy all powers granted to non-profit corporations by law in the State of Florida, as the same shall from time to time be amended.

Section 4. Notwithstanding the foregoing statement of its specific and primary purpose, FOU shall not engage in any activity, which it is not permitted to be engaged in:

By a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended;

By a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended; or

By a public charity described in Section 509(a)(1), (2) or (3) of the Internal Revenue Code of 1986, as amended.

ARTICLE III: MEMBERSHIP

Section 1. It is desired that a majority of the membership shall be homeowners near the Ulumay Wildlife Sanctuary; however, no person shall be restricted from membership. Any individual, corporate entity or partnership interested shall be eligible for membership provided they agree to be bound by the Articles of Incorporation and By-Laws of FOU and by such rules and regulations as may from time to time be

adopted by the Board of Directors of FOU, and upon the payment of the proper dues as hereinafter provided.

Section 2. Application for membership shall be made in writing, on a form or application approved by the Board of Directors and shall be signed by the applicant and his/her legal guardian if the applicant is a minor. The applicant shall be provided with access to all documents of FOU and his/her signature on the application shall constitute certification that:

- The applicant has read and agrees to abide by the FOU's By-Laws;
- The applicant, personal representatives, guardians or heirs will not hold the FOU or any of its officers and members liable for damages for any loss or injury suffered while participating in a FOU function.

Section 3: There shall be five classifications of membership, all of which carry voting privileges: (a) Lifetime, (b) Annual, (c) Patron, (d) Student, and (e) Honorary. Regular membership shall be conferred upon all persons applying for membership after the date of ratification of these Bylaws. Regular membership will be entitled to one vote for each member present at the time of any general membership meeting and to any and all other rights and privileges according to the By-laws, provided they are not in arrears or delinquent in their dues.

Section 4: Honorary memberships will be limited to those persons who wish to be affiliated with the FOU, but who will not be required to pay dues. Honorary members will be entitled to the same benefits as regular members. Honorary membership may be granted by vote of the Board of Directors to persons or members who have demonstrated outstanding and continued service to the FOU. Honorary memberships shall be considered for renewal on an annual basis by vote of the Board of Directors.

Section 5. Classification of members.

- Annual Members. Annual members shall be full members of the Corporation.
- Patron Members. Patron members shall be full members of the Corporation.
- Student Members. Student members shall be full members of the Corporation.
- Honorary and Lifetime Members. Honorary and Lifetime members shall not be required to pay annual membership fees and shall include those persons who prior to the adoption of these by-laws were accorded the privilege of life membership.

Section 6. The Board of Directors shall establish membership fees for Annual, Patron, and Student Members.

Section 7. Duration. All classes of membership save and except honorary shall be one year in duration and shall be required to be renewed annually by the payment of the required dues.

ARTICLE IV: DUES AND FINANCIAL RESPONSIBILITIES OF MEMBERS

Section 1. Annual dues shall be payable at the anniversary of membership, and become delinquent if not paid 60 days. Thereafter, members whose dues remain unpaid shall automatically be deemed inactive; and dropped after 90 days. The Board of Directors shall determine the amount of annual dues.

ARTICLE V - OFFICERS

Section 1. The elected positions of the organization shall be President, Vice President, Secretary, and Treasurer. These officers shall perform duties described by these bylaws.

Section 2. Qualifications and Duties of the elected positions: all candidates for elected position must be current in their membership.

Section 3. Duties:

- The President shall be the chief executive officer of the organization; shall oversee activities of the organization; preside at organization and Board of Directors meetings; make appropriate appointments with the approval of the Board of Directors; and serve as ex-officio member of all committees, except the Nominations & Elections Committee. Both the President and Vice President shall be designated by the Board of Directors to cosign all checks; along with the Treasurer.

- The Vice-President shall act in the absence or inability of the President.
- The Secretary shall record the minutes of organization and the Board of Directors meetings, maintain files, file corporate reports, and retain correspondence for the organization.
- The Treasurer shall receive and disburse funds in accordance with a budget approved by the membership. The Treasurer maintains fiscal files, and files corporate reports; serves on the Membership Committee. The Treasurer shall be designated by the Board of Directors to cosign all checks; along with either the President or Vice President.

Section 2. Term of Office. All officers shall be installed and take office following the annual meeting and serve for two years staggered terms. No member shall be elected to the same position for more than two consecutive terms.

Section 3. Vacancies in Office. All vacancies, with the exception of the President, occurring for any reason shall be filled by a majority vote of the Board of Directors within 30 days after the position is actually vacated, or notice of the vacancy or resignation is received in writing. In the event the position of President becomes vacant, the Vice President shall assume this position; the vacancy in the Vice President's position will be filled as stated above.

Section 4. Removal from Office. Any elected officer may be removed from their position for nonperformance of duties, malfeasance, or misfeasance by a two-thirds vote of the Board of Directors. The Board of Directors can thereafter appoint a successor for the remainder of the term.

ARTICLE V - MEETINGS

Section 1. Regular Meetings. The organization shall meet at monthly with a program at least eight times each fiscal year. The Board of Directors shall determine dates, time and place of meeting.

Section 2. Annual Meeting. The last membership meeting of the fiscal year shall be known as the annual meeting and shall be for the purpose of installing officers, receiving reports of officers and committees, and for any other business that may arise.

Section 3. Special Meetings. Special meetings may be called by the President; the Board of Directors; or upon the written request of at least five members of the organization. The purpose of the meeting shall be stated in the call. Except in cases of emergency, at least five days' notice shall be given.

Section 4. Quorum. Quorum for all of these meetings shall be five members.

ARTICLE VI – BOARD OF DIRECTORS

Section 1. Composition. The Board of Directors shall consist of the elected officers, the Immediate Past President, and the standing committee chairs.

Section 2. Duties and Powers. The Board of Directors shall be vested with the management of the organization, setting policy, and controlling the funds and property of the organization. The membership will be the governing authority of the organization.

Section 3. Meetings. The Board of Directors shall meet quarterly and at such other times as committee action is required.

Section 4. Quorum. A majority of the Board of Directors shall constitute a quorum.

ARTICLE VII – COMMITTEES

Section 1. Standing Committees. The President with approval of the Board of Directors shall appoint standing Committees of the organization. Some of the duties shall be, but not limited to:

- Membership Committee: shall promote and solicit membership for the organization, work with the Program Committee to hold a membership drive and/or program.

- **Publicity:** shall promote organization programs, training and events with publicity; and shall serve as Newsletter Editor.
- **Finance Committee:** shall prepare the annual budget for approval of the membership prior to beginning of the new fiscal year. The Finance Committee shall also sponsor fundraising activities for the organization
- **Legislative Committee:** shall research and track information to pass on to the members of pending legislation that affects Ulumay Wildlife Sanctuary, Brevard County endangered lands and vulnerable lands in general.
- **Program Committee:** shall be responsible for planning and implementing a minimum of eight (8) organization programs, consistent with the purpose of the organization, each year

Section 2. **Special Committees.** With consent of the Board of Directors, the President shall appoint such special committees as may be appropriate or needed for special projects.

ARTICLE IX - NOMINATIONS AND ELECTIONS

Section 1. **Nominations and Elections.** The Nominations and Elections Committee shall consist of three FOU members selected by the Board of Directors; the President shall appoint the Chair.

Section 2. **The Nominations and Elections Committee shall:**

- Solicit candidates, with their consent, for consideration as nominees to run for election at least 45 days before the annual meeting. Nominations shall close 20 days following solicitation
- Prepare the ballot containing the official slate of candidates and distribute to the members in good standing at the annual meeting. Those members in attendance will vote and elect the next term's officers

Section 3. In the event all positions are uncontested, the body can vote by acclamation and approve the new officers.

ARTICLE X - FINANCES

Section 1. The fiscal year of the organization shall be January 1 through December 31.

Section 2. No funds established by this organization may be withdrawn, spent, or otherwise used without approval of the Board of Directors.

Section 3. A not-for-profit organizational bank account shall be established in the name of "Friends of Ulumay Inc." for the deposit of monetary donations and dues, and the payment of operating expenses. A separate, interest-bearing account will be maintained for large contributions and for funds set aside by the Board of Directors for specific projects.

Section 4. **Financial Review.** A review of the financial records of the organization shall be performed annually at the close of each fiscal year in non-election years, and at anytime when financial records and accounts are transferred to a new Treasurer, or when deemed appropriate the Board of Directors. The President shall appoint a Special Audit Committee to perform the review. The report shall be filed with the permanent records of the organization.

Section 5. **Assets.** The properties and assets of FOU are irrevocably dedicated to scientific, charitable and educational purposes. No part of the net earnings, properties, or assets of FOU, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or director of FOU, except that reasonable compensation may be paid for services rendered to or for FOU in carrying out one or more of its purposes. Upon the dissolution of FOU, any assets remaining thereafter shall be transferred and conveyed by the affirmative vote of a majority of the directors entitled to vote in respect thereof, provided however that such transfer or conveyance shall be made only to an organization or organizations which shall be exempt under Section 501(c)(3) of the Internal Revenue Code, unless otherwise stated by legal contract.

ARTICLE XI - AMENDMENTS

Section 1. A two-thirds majority vote of the Board of Directors may alter, amend, or repeal these By-Laws when necessary and report at the next membership meeting. Proposed amendments must be submitted to the Secretary to be sent out with regular Board and meeting announcements.

Section 2. An amendment to the bylaws or articles of incorporation shall go into effect immediately upon approval unless otherwise specified before voting.

ARTICLE XII - DISSOLUTION

The Organization may be dissolved only upon written vote submitted by no less than two-thirds of the members.

ARTICLE XIII - PARLIAMENTARY AUTHORITY

The rules contained in the current edition of Robert's Rules of Order, Newly Revised shall govern the organization in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of the order the organization may adopt.

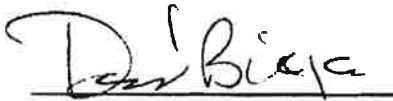
Adopted: October 20, 2008

SIGNATURES of INTERIM OFFICERS:

dated October 20, 2008

 President

_____ Vice President

 Treasurer

 Secretary

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **APR 03 2009**

FRIENDS OF ULUMAY INC
C/O DAVID BIEGA
801 DEL RIO WAY STE 403
MERRITT ISLAND, FL 32953-3538

Employer Identification Number:
26-3578125
DLN:
17053082018009
Contact Person:
JANINE L ESTES ID# 31126
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 21, 2008
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC



FLORIDA DEPARTMENT OF STATE
Division of Corporations

May 28, 2008

DAVID BIEGA
1255 S. BANANA RIVER DRIVE
MERRITT ISLAND, FL 32952

The Articles of Incorporation for "FRIENDS OF ULUMAY, INC." were filed on May 21, 2008 and assigned document number N08000005098. Please refer to this number whenever corresponding with this office regarding the above corporation.

PLEASE NOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

A corporation annual report must be filed with this office between January 1 and May 1 of each year beginning with the calendar year following the year of the filing/effective date noted above and each year thereafter. Failure to file the annual report on time may result in administrative dissolution of your corporation.

A federal employer identification (FEI) number must be shown on the annual report form prior to its filing with this office. Contact the Internal Revenue Service to insure that you receive the FEI number in time to file the annual report. To obtain a FEI number, contact the IRS at 1-800-829-4933 and request form SS-4 or by going to their website at www.irs.ustreas.gov.

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Should you have any questions regarding corporations, please contact this office at (850) 245-6062.

Eula Peterson, Regulatory Specialist II
New Filing Section

Letter Number: 308A00033433

P.O. BOX 6327 -Tallahassee, Florida 32314



**FLORIDA DEPARTMENT OF STATE
Division of Corporations**

May 21, 2008

**DAVID BLEGA
1255 S. BANANA RIVER DRIVE
MERRIT ISLAND, FL 32952**

**SUBJECT: FRIENDS OF ULUMAY, INC.
Ref. Number: W08000020364**

We have received your document for FRIENDS OF ULUMAY, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

You failed to make the correction(s) requested in our previous letter.

Section 617.0202(d), Florida Statutes, requires the manner in which directors are elected or appointed be contained in the articles of incorporation or a statement that the method of election of directors is as stated in the bylaws.

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6062.

**Eula Peterson
Regulatory Specialist II
New Filing Section**

Letter Number: 708A00024181



FLORIDA DEPARTMENT OF STATE
Division of Corporations

April 22, 2008

DAVID BLEGA
1255 S. BANANA RIVER DRIVE
MERRIT ISLAND, FL 32952

SUBJECT: FRIENDS OF ULUMAY, INC.
Ref. Number: W08000020364

We have received your document for FRIENDS OF ULUMAY, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Section 617.0202(d), Florida Statutes, requires the manner in which directors are elected or appointed be contained in the articles of incorporation or a statement that the method of election of directors is as stated in the bylaws.

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6082.

Eula Peterson
Regulatory Specialist II
New Filing Section

Letter Number: 708A00024181

0012

ARTICLES OF INCORPORATION
OF
FRIENDS OF ULUMAY, INC.

The undersigned natural persons, a majority of whom are citizens of the United States, desiring to form a Non-Profit Corporation under the Non-Profit Corporation Law of Florida, each being of lawful age and residency, do by execution hereof, adopt the following Articles of Incorporation for such corporation not-for-profit, pursuant to the provisions of Section 617.01, et seq., Florida Statutes (F.S.); and further agree to the following condition of said corporation.

ARTICLE I

The name of the corporation shall be "Friends of Ulumay, Inc."

ARTICLE II

The address of the principal office of this corporation not-for-profit shall be as follows:

Friends of Ulumay, Inc.
1255 So Banana River Dr
Merritt Island FL 32952

The directors may, from time to time, move the principal office to any other address in the State of Florida.

ARTICLE III

The purposes for which the corporation is organized are:

1. To provide an organization whose purpose is to preserve, protect, maintain and enhance the Ulumay Wildlife Sanctuary located in Central Brevard County, Florida, as a unique natural sanctuary.
2. To educate the general population as to the value, vulnerability and uniqueness of the Ulumay Wildlife Sanctuary.
3. To encourage and facilitate private and public financial contributions in order to enhance the Ulumay Wildlife Sanctuary.
4. To advise and assist Brevard County in the development of plans for the Ulumay Wildlife Sanctuary.
5. To do and perform all things necessary and appropriate for the forgoing purposes, and to that end, the corporation shall have all the powers and privileges as provided by law, and shall have perpetual existence.
6. Said corporation is organized exclusively for charitable, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

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DIVISION OF CORPORATIONS
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7. Notwithstanding any other provision of these articles, this organization shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under Section 501(C)(3) of the Internal Revenue Code or the corresponding provision of any future United States Federal Tax Code.

ARTICLE IV

The authorized number of members of this corporation and the different classes of membership, if any, the property, voting and other rights and privileges of members, the liability of members for dues or assessments, and the method of collection thereof, and the termination and transfer of membership shall be as set forth in the bylaws of this corporation. Any natural person with an interest in the Ulumay Wildlife Sanctuary is qualified to become a member of this corporation upon request for admission as a member through an officer, director, or member of the corporation.

ARTICLE VI

The initial registered agent and registered office of this corporation shall be as follows:

David Biega
 Friends of Ulumay, Inc.
 1255 So Banana River Dr
 Merritt Island FL 32952

ARTICLE VII

The names and addresses of each of the incorporators of this corporation and the subscribers to these articles are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Jack Lembeck	225 So Tropical Trail #123 Merritt Island FL 32952
Richard Stevens	1405 Belford Ct Merritt Island FL 32952
David Biega	1240 So Banana River Dr Merritt Island FL 32952

ARTICLE VIII

The following individuals shall constitute the initial Board of Directors of the corporation by the majority vote of the members present.

<u>NAME</u>	<u>ADDRESS</u>
President	Richard Stevens 1405 Belford Ct Merritt Island FL 32952
Vice President	Jack Lembeck 225 So Tropical Trail #123 Merritt Island FL 32952
Secretary	Kathy Scheetz 1255 So Banana River Dr Merritt Island FL 32952
Treasurer	David Biega 1240 So Banana River Dr Merritt Island FL 32952

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ARTICLE IX

The bylaws for the corporation may be adopted, altered, amended, rescinded, or added to by appropriate actions of the members of the corporation, at a meeting of the membership, at a time and in the manner provided for in said bylaws.


ARTICLE X

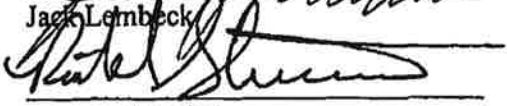
Any amendment to these Articles of Incorporation shall be proposed, voted on, and adopted by resolution, at a time and in the manner provided for in the bylaws, at an annual or special meeting of the membership; and the resolution adopted shall be transmitted to the Secretary of State, as provided for in Chapter 617, Florida Statutes (2007)


ARTICLE XI

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

IN WITNESS WHEREOF, the undersigned incorporators have hereunto set their hands and seals and acknowledge the execution hereof of these Articles of Incorporation this fifteenth day of April, 2008.


Jack Lembeck


Richard Stevens


David Biga

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DIVISION OF CORPORATIONS
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**CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is the Friends of Ulumay, Inc.
2. The name and address of the registered agent and office is:

David Biega, Registered Agent
Friends of Ulumay, Inc
1255 So Banana River Drive
Merritt Island FL 32952

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

SIGNATURE: _____

DATE: _____

D. Biega
APR 16 2006

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Exhibit B (Friends of Ulumay, Inc. Agreement)

Sanctuary Location Map



Agreement Operational Guidelines
Brevard County Board of County Commissioners
and Friends of Ulumay, Inc.
Exhibit C

1. Purpose and Scope:
 - a. To establish operational procedures between the Brevard County Parks and Recreation Department (P/R) / Environmentally Endangered Lands (EEL) Program and the Friends of Ulumay, Inc. (FOU).
 - b. To more specifically define and prioritize the responsibilities of the Friends of Ulumay, Inc.
2. Responsibilities:
 - a. The primary role of the FOU is to expand the level of services available to Ulumay Wildlife Sanctuary visitors and provide additional promotional and financial support for land management and environmental education projects.
 - b. The FOU can assist with special environmental education programs, such as school outreach activities, newsletters, pamphlets, booklets and other informational material. They can also help the EEL Program communicate its management plans to the community. FOU can raise funds, seek and receive grants, accept gifts and bequests of money, as well as tangible and real property. These funds can provide additional equipment, programs and renovations according to the specific needs of the Sanctuary. They can also finance the activities of the Friends Group, including sponsorship of special exhibits, programs and publications about the Sanctuary and its resources. All activities require approval from the EEL Program.
 - c. The following is a listing of priority responsibilities. However, activities of the Friends of Ulumay are not necessarily limited to this list so long as priorities are being met and approval is provided by the EEL Central Region Land Manager.
 - The ongoing recruitment, support and education of wildlife sanctuary guides and hosts for the Sanctuary.
 - The organization and implementation of special events that promote the Sanctuary to the public.
 - Acting as a not-for-profit funding support organization to Ulumay Sanctuary.
 - Provide members to volunteer at Ulumay Sanctuary in various capacities, including but not limited to:
 - Working, under the direction of the EEL Program Central Region Land Manager and EEL Education Coordinator, in the development of educational resources and materials for the Sanctuary and to lead guided hikes and environmental education activities with visiting groups,

- work under the direction of County staff to assist with the regular maintenance of Ulumay Sanctuary trails, with the removal of exotic plant species and debris, and with the planting and maintenance of native species within the Ulumay lands,
- serve as a host to escort scheduled visitors to Ulumay Sanctuary.

d. All EEL Program volunteers, including FOU members, shall comply with the Brevard County Parks and Recreation Background Screening Policy. Volunteers for department sponsored events will be screened at a Level I by the Department except for one day events. No at-risk population will be placed unsupervised with volunteers that have not been screened. Additional screenings may be completed as necessary. Background screening information on volunteers will be kept in a database readily available for staff.

e. The County shall provide workers compensation and general liability insurance coverage for all FOU members registered with and providing volunteer services to the sanctuary. Board members and general members of the FOU are required to register as EELs volunteers and complete all workers compensation paperwork. County volunteers are protected from third-party lawsuits while acting within the scope of their designated responsibilities and the County's general liability and auto liability insurance programs. The County's liability insurance does not cover volunteers who engage in non work related activities or take unauthorized actions; and the County's liability insurance does not cover the use of personal vehicles for county business.

f. The Ulumay Sanctuary is managed under the EEL program in partnership with P/R and the Mosquito Control Department.

3. Organizational Requirements:

- a. The organization must be formed for charitable purposes and must be registered as a non-profit, tax-exempt organization as defined by section 501(c) (3) of the Internal Revenue Code.
- b. The organization shall be self-supporting financially for day-to-day operations.
- c. The FOU shall be self-governed by means of a constitution, bylaws, and operational procedures and policies, which shall be reviewed by the Central Region Land Manager, or designee. All future changes in the policies and operating procedures, constitution, and bylaws must be presented to and reviewed by the Central Region Land Manager, or designee.
- d. The FOU must maintain a minimum of 10 members.
- e. Officers for the FOU shall be elected by the general membership and a list of these officers and designated liaison shall be provided to the Central Region Land Manager within thirty (30) days of the election. Any changes in the officers during the year shall be provided to the Central Region Land Manager in writing, within 30 days of such changes.
- f. Membership in the FOU must be open to the public regardless of race, color, religion, sex, national origin, or other non-merit factor.

4. EEL Program Staff Acting as Liaison

- a. EEL Program Staff are not permitted to sit on the Board of Directors for the FOU.
- b. The Central Region Land Manager or designee serves as the liaison between the FOU and the EEL Program during FOU regular board and general membership meetings.

5. Personnel Supervision and Volunteer Coordination

- a. If the FOU donates money to the County to employ a person, the County exercises all normal administrative responsibility for the employee. All paid employees working at the Sanctuary must be employed by the County.
- b. All volunteers working at the Sanctuary must be registered with the EEL Program and are subject to all EEL Program Volunteer Management Guidelines as set forth in the EEL Program Volunteer Handbook.
- c. The EEL Program Central Region Land Manager or designee will work closely with FOU to coordinate volunteer workdays at the Sanctuary, provide appropriate training to volunteers, and document the volunteer contributions of the organization. The EEL Program also provides for annual recognition of the organization's accomplishments and contributions to Brevard County.
- d. The FOU is responsible for recruiting, training and recognizing the volunteers who donate time to its organization. Individual volunteers of the FOU must be registered as volunteers with the EEL Program in order to be eligible for County volunteer benefits.
- e. All FOU and volunteer personnel documents maintained by the EEL Program and designated Friends Group Organizations, are public records under Chapter 119 of the Florida Statutes, and are subject to inspection and copying upon the request of anyone, unless specifically exempt under Florida Statutes 119.07(3).

6. Use of County Property and Facilities:

- a. As appropriate, the FOU shall have access to property of the EEL Program and those materials necessary to fulfill their duties, as outlined in the attached agreement, and shall receive training in the operation of any equipment. Property and materials shall be used only when directly required for the volunteer task.

This program may include access to and use of EEL Program vehicles. Prior to authorization for a volunteer to drive EEL Program vehicles, a copy of their valid Florida drivers license must be on file with the Central Region Land Manager, and their driving record shall be checked for moving violations. If operating EEL Program vehicles on public roadways, volunteers are considered Safety Sensitive and require a drug screening and participation in a Brevard County defensive driving class. To be authorized to operate an EEL Program powered watercraft, each volunteer must:

- (1) successfully complete of a department approved boating education course that meets the minimum 8-hour instruction requirement established by the National Association of State Boating Law Administrators, such as courses provided by the U. S. Coast Guard Auxiliary, U. S. Power Squadron, Florida Fish

and Wildlife Conservation Commission, (a current U. S. Coast Guard Masters License meets this requirement; Internet site www.boatus.com contains an on-line course that meets the above course requirements);

and the EEL Program Manager may require the FOU volunteer to

(2) successfully complete a Watercraft & Trailering Operation check by the EEL Program Manager. Documentation of requirements will be kept on file by the Central Region Land Manager.

- b. Prior to the use of any power tool or transportation vehicle, operators must be trained in the use of such tools and vehicles. Documentation of completed training must be on file with the Central Region Land Manager or designated trainer. All tools and equipment must be properly maintained according to the specifications set forth by the Central Region Land Manager or designee.
 - c. Requests for use of County Park facilities for meetings, programs or special events that are not already included in the annual calendar, must be requested of the Central Region Land Manager no less than one month in advance. The FOU may be permitted to use the park facilities for sponsored events or organizational meetings at no charge, as long as there are not conflicts with regularly scheduled programs or activities.
 - d. All uses of the Sanctuary facilities by the FOU are secondary to the facility needs of the EEL Program. Any use of or visits to the Sanctuary or its facilities outside of the normal operating hours must have prior approval from the EEL Program.
 - e. The FOU will have second priority use of the Sanctuary after the EEL Program has fulfilled its first priority needs.
 - f. The FOU conducting an approved event at an EEL Program Sanctuary will not be charged a fee for the use of the facility. Use of the Sanctuary facility for FOU monthly membership meetings is permitted free of charge.
 - g. The FOU are required to abide by the general rules and designated use policies of all EEL Program Sanctuaries.
7. Representation of the EEL Program:
- a. The FOU is prohibited from taking a position on behalf of the P/R or EEL program, or committing the resources of said departments in any manner without expressed, written authorization from the EEL program Manager. These actions include, but are not limited to, public statements to the press, lobbying efforts with other organizations, collaborations or joint initiatives, or entering into any agreements or contractual obligations. The FOU is authorized to act as a representative of the EEL Program as specifically indicated within this agreement only to the extent of such written specifications.
 - b. All documentation being mailed to the public or released to the media containing Sanctuary activity information must have prior approval from the Central Region Land Manager.

8. Guide and Host Support and Ongoing Training:
 - a. The FOU is responsible for assisting with ongoing efforts to recruit new volunteer guides and hosts to assist with interpretation and education. The FOU may assist with the development and implementation of an annual guide and host recruitment campaign.
 - b. The FOU is responsible for providing ongoing, supplemental educational opportunities for Ulumay Sanctuary guides and hosts as part of their regular monthly membership meetings.
 - c. The EEL Program is responsible for providing the primary training to all new guides and hosts.
9. Reserved
10. Special Events:
 - a. The FOU is responsible for organizing and implementing at least one special promotional event annually to help promote the Sanctuary, the EEL Program and its goals to the public.
 - b. Special events organized by the FOU may also have a fundraising component for the purpose of supporting specific projects at the Sanctuary.
11. Reserved
12. EEL Program Newsletter:
 - a. Upon request, the EEL Program will provide space in the EEL Program website and calendar to recruit volunteers, advertise special programs or services, and promote the organization's accomplishments. Requests for space on the website must be provided to the EEL Program Central Region Land Manager one (1) month prior to the scheduled publication date.
13. Fundraising and Grant Proposals:
 - a. Prior to the initiation of any type of fundraising campaign or making application for any type of grant to benefit EEL Program managed properties, the FOU shall submit a proposal that includes the source of the funding and how the FOU intends to appropriate the funding if received. All proposals, final fundraising drive information and completed grant applications must have approval from the EEL program Manager before being released to the public or funding source.
14. Record keeping:
 - a. The following records must be kept by the FOU and be readily available to the Central Region Land Manager:
 - Annual financial report (Due January 30)
 - Board meeting minutes (each meeting)
 - Committee meeting minutes (each meeting)

15. Accident/Incident Reporting:

- a. All accidents or incidents occurring on Sanctuary property must be reported to the Central Region Land Manager at the time that the accident/incident occurs. FOU members and EEL Program volunteers play an important role in reporting and documenting accidents and incidents that may occur with both the general public and with volunteers through the Sanctuary. Proper documentation at the time of the injury is critical to the availability of workers' compensation coverage.

16. Amendments:

- a. Amendments to this document must have approval from the EEL program Manager and a majority vote by the FOU Board of Directors prior to authorization by the Brevard County Board of County Commissioners.
- b. The guidelines within this document are intended to be evolving and Amendments will be made as deemed necessary with prior approval from both the EEL Program and the Friends of Ulumay.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM


SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: FRIENDS OF ULUMAY AGREEMENT	
2. Fund/Account #: 1610/300115	Division Name: EEL PROGRAM
4. Contract Description: FRIENDS OF ULUMAY AGREEMENT	
5. Contract Monitor: JENNY ASHBURY	6. Mail Stop #: 74
7. Dept./Office Director: JACK MASSON	8. Contract Type:
ACTION DATE: PLEASE CALL JENNY 321-369-8169 WHEN ORIGINALS AND AO 29 ARE READY	ACTION REQUIREMENT: Need complete data

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	x		MK	08/25/14
Risk Management	X _____	_____	GV _____	9/2/14 _____
County Attorney	_____	_____	_____	_____

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.*

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

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Risk Management	_____	_____	_____	_____
County Attorney	<u>X</u>	_____	<u>CL</u>	<u>9/2/14</u>

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AO-29: EXHIBIT I