

FLORIDA GULF COAST COUPLES, INC.

BYLAWS OF THE FLORIDA GULF COAST COUPLES, INC.

ADOPTED: AUGUST 11, 2007¹
AMENDED: JANUARY 26, 2008
AMENDED: JANUARY 30, 2010

ARTICLE I – NAME

The name of the organization is Florida Gulf Coast Couples, Inc.

ARTICLE II – AUTHORITY

Florida Gulf Coast Couples, Inc., operates as a State of Florida not-for-profit corporation that is tax-exempt under the provisions of the Internal Revenue Code, Section 501(c)(7), (EIN 26-0453702), and under all provisions of these Bylaws and any amendments thereto.

ARTICLE III – STATEMENT OF PURPOSE

- 1 A. The purpose of Florida Gulf Coast Couples, Inc., is to provide a social, educational, and humanitarian forum for gay and lesbian couples in committed relationships to promote the validity of same-gender relationships and to endorse the gay and lesbian couple as a socially responsible unit.
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- 3 B. Florida Gulf Coast Couples, Inc., shall have no specific political or religious affiliations.
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ARTICLE IV – DEDICATION OF ASSETS

The properties and assets of Florida Gulf Coast Couples, Inc., are irrevocably dedicated to charitable purposes. No part of the net earnings, properties, or assets of this corporation, or dissolution of same, shall inure to the benefit of any private person, individual and/or couple. On liquidation or dissolution, all properties, assets, and/or obligations shall be distributed and transferred to an

¹ Approved by the FGCC Operating Board, July 2007. Adopted by the FGCC Membership, August 11, 2007.

organization dedicated to charitable purposes; and that organization must be dedicated to exempt purposes as specified in the Internal Revenue Code.

ARTICLE V – CONFIDENTIALITY

Florida Gulf Coast Couples, Inc., shall respect the rights of privacy of all of its Member Couples. Names, addresses, telephone numbers, and other information about Member Couples on the official membership roster shall not be published, used or otherwise released except to appropriate Officers of the organization, and then only as essential to the provision of services to the Member Couples. As a matter of policy, the organization shall publish only the first names of persons hosting events or otherwise mentioned in any materials published by Florida Gulf Coast Couples, Inc., including its Newsletter and Website.

A membership directory of Member Couples, including full names and contact information, may be published but only with the consent of Couples wanting to be included. The directory shall be distributed to only those Couples who consented to be included.

ARTICLE VI – MEMBERSHIP

Section 1. Definition

Membership in Florida Gulf Coast Couples, Inc., shall be limited to persons participating in a same-gender couple relationship, each person in the couple having obtained the legal age of twenty-one (21) years.

Florida Gulf Coast Couples, Inc., shall in no manner subscribe to nor support any form of discrimination concerning an individual's race, country of origin, place of residence, age, gender, type of employment, religion, or financial status, except that individuals under the age of twenty-one (21) shall not be eligible for membership.

Section 2. Membership Categories

- 1 A. Member Couple in good standing is a Member Couple whose dues are fully paid or one who has made prior arrangement for payments.
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- 3 B. A Sole Survivor Member is the surviving member of a Member Couple and shall retain all membership rights and benefits as long as that status and other membership requirements are met.
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- 5 C. Should a Member Couple cease to be a couple, membership for both partners shall be revoked.

Section 3. Fees and Dues

The Operating Board of Florida Gulf Coast Couples, Inc., shall establish an annual dues structure to be assessed per Member Couple. The annual dues for a Sole Survivor Member shall be waived unless the Member enters into a new partnership in which case the full assessment for a Member Couple shall be paid (See also: Article VI, Section 2, Paragraph B). Membership dues may not be transferred to another Couple. All dues paid to Florida Gulf Coast Couples, Inc., shall become the property of the organization and non-refundable unless the Operating Board determines on a case-by-case basis that an exception to policy be granted after consideration of extenuating circumstances.

Section 4. Resignations, Nullifications, and Terminations

The end of a membership shall occur upon one of the following:

- 1 A. Written and/or oral resignation of membership from Florida Gulf Coast Couples, Inc.
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- 3 B. Failure to renew membership.
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- 5 C. Change in status of a Member Couple (See Article VI, Section 2, Paragraph C.) shall result in a nullification of membership in Florida Gulf Coast Couples, Inc.
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- 7 D. Upon determination of the Operating Board that a Member Couple has failed in a material and serious degree to observe the Bylaws and/or purposes of Florida Gulf Coast Couples, Inc., or has engaged in conduct materially and seriously prejudicial to the organization, the membership shall be terminated after consideration and vote by the Operating Board. Notification shall be given to the Membership. Should the membership of a Couple be terminated, that Couple can appeal the termination by making application to the Operating Board (See Section 5, Reinstatement, Paragraph C below).

Section 5. Reinstatement

- 1 A. Following written and/or oral resignation or failure to renew membership in, the organization (Article VI, Section 4, Paragraphs A. or B.), a Couple may apply for a reinstatement or renewal of membership. A vote of the Operating Board shall not be required.
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- 3 B. Reinstatement of a nullified Member Couple shall be reviewed and voted upon by the Operating Board.
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- 5 C. If the former Member or Member Couple was terminated (Article VI,
Section 4, Paragraph D), the Operating Board shall review the
application and vote upon reinstatement of membership.

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ARTICLE VII – MEETINGS

Section 1. Annual Meeting

The Annual Meeting of Florida Gulf Coast Couples, Inc., shall be held in accordance with the policies and procedures set forth in these Bylaws. The organization shall always operate under a democratic process in which the majority shall prevail. The organization shall allow one (1) vote per person.

The Membership shall be notified of the date and location of the Annual Meeting not less than fifteen (15) days prior to said meeting. An agenda for the meeting shall be provided for each Member Couple.

The Annual Meeting must include an annual State of the Organization Report from the Chair Couple summarizing the activities and actions of the Operating Board for the fiscal year ending. The annual Financial Report shall summarize the assets and liabilities of Florida Gulf Coast Couples, Inc., including revenue, expenses, disbursements and changes in financial status as of the end of the fiscal year, and a proposed budget for the ensuing year. Each seated Office of the Operating Board shall give a written and verbal report summarizing the activities and actions of that Office for the preceding year.

The Fiscal Year for Florida Gulf Coast Couples, Inc., shall be the calendar year.

Section 2. Operating Board Meeting

The Operating Board of Florida Gulf Coast Couples, Inc., shall normally meet monthly. This meeting shall be open to the General Membership and shall be posted in the Newsletter and Website of the organization. Only the Operating Board Officers shall have a vote upon issues before it. Should it become necessary to call for a vote that cannot wait until the next Operating Board meeting, the Chair Couple shall call for a vote by telephone or other electronic means and record the outcome of the vote. The Chair Couple shall then schedule the item on the Agenda for the next Board Meeting at which the Operating Board will ratify the vote and make it a matter of record in the minutes of the meeting.

Section 3. Special Operating Board Meeting

A Special Operating Board Meeting is called when an Officer of the Board, Member, or Member Couple has failed in a material and serious degree to observe the Bylaws and/or purpose of Florida Gulf Coast Couples, Inc., or has engaged in conduct materially and seriously prejudicial to the interest of the organization. This meeting shall be open only to the Operating Board Members and the parties concerned – not to the General Membership.

Section 4. Special General Membership Meeting

A Special General Membership Meeting may only be called by a quorum of the Operating Board or at the request of a majority of the General Membership.

Section 5. Quorums

A quorum of the Operating Board shall be the majority of the seated Board. A quorum of the General Membership shall be ten percent (10%). No proxy voting or absentee ballots shall be used.

Once a quorum has been constituted, it shall continue to exist for a Board Meeting, or any Membership Meeting, even if one or more of the Members choose to leave.

ARTICLE VIII – OPERATING BOARD

Section 1. Composition

The Operating Board shall consist of a minimum of three (3) permanent Offices elected by the General Membership, except in cases of mid-year replacements which may be appointed by the Board. The required three (3) Board Officer Couples shall be:

- 1 A. Chair Couple
- 2 B. Vice Chair Couple
- 3 C. Finance Couple

However, the Operating Board may be expanded to include additional Offices as the Board and the Membership dictate, including:

- 1 D. Media Couple
- 2 E. Internet Services Couple
- 3 F. Events Couple
- 4 G. Member Services Couple

The Board may also determine that a single Couple may be appointed or elected to fulfill the responsibilities of two (2) Board positions simultaneously except for the permanent Offices of Chair Couple, Vice Chair Couple, and Finance Couple.

Section 2. Responsibilities

The Operating Board is charged with the responsibility of managing the business and affairs of Florida Gulf Coast Couples, Inc., subject to the provisions of State and Federal Law and the Florida Gulf Coast Couples, Inc., Bylaws. The Board is further charged in assuring timely, legal, and proper conduct in the pursuance of its purposes. After the close of each fiscal year, the Operating Board shall arrange for an annual financial review. Those parties responsible for the financial review, whether they be internal or external, shall provide to the Finance Couple in advance specifications for the variety of information and/or reports that will be necessary to conduct said review.

All Operating Board Members shall be available to new and prospective members to answer questions about Florida Gulf Coast Couples, Inc., and to encourage participation.

Section 3. Term of Office

Officers shall serve a term of one (1) year. The Officers elected shall assume their duties at the close of the meeting at which they are elected. The outgoing Officers shall serve a transition period [not to exceed thirty (30) days] for the purpose of assisting the newly elected officers into office.

A Board Officer Couple may be removed from office by a two-thirds (2/3) vote of the remaining Board Members at a regularly scheduled meeting of the Operating Board where notice of the intended action was distributed at least two weeks in advance of the meeting.

Section 4. The Officers

A. The Chair Couple shall, under the direction of the Board:

- Serve as Chief Executive Officers of the organization, presiding at all meetings of the Operating Board and the General Membership, whose responsibilities are to generally supervise, direct, and facilitate the business of Florida Gulf Coast Couples, Inc.
- Serve as spokespersons for Florida Gulf Coast Couples, Inc..
- Establish and/or maintain relationships with the community regarding the organization's purposes, services, and activities.
- Present a report, written and verbal, to the Membership upon the "State of the Organization" at the Annual Meeting
- Perform other duties as prescribed and in keeping with this office.

B. The Vice Chair Couple shall, under the direction of the Board:

- Serve as Secretaries of the organization, maintaining: (a) minutes of all meetings, (b) a yearly record of all proceedings and actions, (c) the policies and procedures of the organization, if any, and (d) internal and external communications.
- Maintain, or cause to be maintained, all historical and legal records of Florida Gulf Coast Couples, Inc.
- Maintain, or cause to be maintained, the membership roster, related reports, and the mailing list, and provide notice of, encourage, and process membership renewals.
- Preside at meetings and carry out the duties of the Chair Couple in their absence or in the case of vacancy of said office.
- Perform other duties as prescribed and in keeping with this office.

C. The Finance Couple shall, under the direction of the Board:

- Serve as the financial officers of the organization.
- Receive, deposit, and disburse all funds while maintaining appropriate financial and fiscal records.
- Present a written and verbal financial statement and a proposed annual budget at the Annual Meeting.
- Perform other duties as prescribed and in keeping with this office.

D. The Media Couple shall, under the direction of the Board:

- Prepare, publish, and distribute a monthly Newsletter.
- Establish and/or maintain media communication with the community and the media regarding Florida Gulf Coast Couples, Inc., purposes, activities, and services.
- Maintain all media resource records.
- Perform any other duties as prescribed and in keeping with this office.

E. The Internet Services Couple shall, under the direction of the Board:

- Perform any other duties as prescribed and in keeping with this office.
- Serve as conservators of the organization's Internet Website, performing all activities normally associated with such conservatorship, including but not limited to: (a) site development utilizing available software resources; (b) site maintenance, keeping the Website current; and (c) coordination of e-mail communication between the organization and cyber-connected Member Couples and e-mail communication among the Operating Board Couples.

- Promote the organization's Internet Website (and by extension the organization itself) by normally accepted means of site submissions to both mainstream and gay and lesbian search engines.
- Coordinate any information and link exchanges with other gay and lesbian-related Websites that will contribute to the further enhancement of the organization's Website and/or the organization.
- Perform any other duties as prescribed and in keeping with this office.

F. The Events Couple shall, under the direction of the Board:

- In conjunction with the Operating Board, have lead responsibility for planning the program for all social events and activities of the organization.
- Coordinate Florida Gulf Coast Couples, Inc., participation in community events.
- Promote and encourage Member Couples to host events.
- Perform other duties as prescribed and in keeping with the office.

G. The Member Services Couple shall, under the direction of the Board:

- Serve as primary liaison with new and prospective members.
- Prepare and provide new Member Couples with new member packets, including current Newsletter, name tags, membership cards, and any other timely information that needs to be disseminated.
- Be responsible for mailing sample Newsletters to prospective members, and to follow-up such inquiries.
- Contact inactive Member Couples to encourage participation.
- Perform other duties as prescribed and in keeping with this office.

The Board shall have the ability to redistribute officer duties for reasons of practicality.

Section 5. Trustee Couple

The Operating Board shall appoint a Trustee Couple to serve as the registered agent of the Corporation. The Trustee Couple shall:

- not be a member of the Operating Board;
- not be elected by the Membership; and
- serve at the discretion of Operating Board, with no prescribed term of office.

The purpose of this position shall be to maintain an ongoing and safe central repository for all information pertaining to the legal, financial, and access information for Florida Gulf Coast Couples, Inc.

The criteria for selection of the Trustee Couple shall include, whenever possible: (1) a Member Couple with a long history with the organization, and (2) involvement in a stable relationship and presence in the community. The appointee can be a Sole Survivor Member as is described in Article VI, Section 2, Paragraph B. of these Bylaws.

The duties and responsibilities of the Trustee Couple shall be:

- Serving as “corporate” address for the Florida Gulf Coast Couples, Inc., for legal purposes such as service of process.
- Maintaining current copies of the corporate charter, letter of tax exempt and Employer Identification Number determination by the Internal Revenue Service, and Bylaws of Florida Gulf Coast Couples, Inc.
- Maintain all passwords for the Website and serve as the contact name and address for domain name registration and web services provider.
- Administrator for the online Website calendar.
- Maintaining information on the Florida Gulf Coast Couples, Inc., checking account location, access, authorized signers, online banking access passwords, and monthly bank statements.
- Maintaining Post Office Box in their name and maintaining information on distribution of keys thereto.

The Operating Board Couples shall routinely make available to the Trustee Couple all information necessary to enable the Trustee Couple to carry out the duties and responsibilities as outlined in these Bylaws.

Section 7. Committees

Ad Hoc Committees may and shall be established and appointed by the Operating Board for a special purpose or activity and for a defined period of time. One or more Operating Board Couples shall act as liaison to the Board for each established Ad Hoc Committee. Recommendations for financial or contractual commitments shall be subject to review and approval by the Operating Board.

ARTICLE IX – FINANCES

One person each from the Chair Couple, Vice Chair Couple and Finance Couple shall sign bank signature cards for the checking account of the organization. Expenditures or disbursements by check shall require two (2) authorized signatures. All expenditures and/or disbursements must be accompanied by a receipt or voucher with a notation as to its purpose.

ARTICLE X – INDEMNIFICATION

A Member made a party to or threatened with any civil, criminal or administrative action, suit or proceeding by reason of the fact that said member is or was an Officer of Florida Gulf Coast Couples, Inc., shall be indemnified by the organization against reasonable expense, including attorneys' fees, except in matters where said members are guilty of negligence or misconduct in the performance of their duties.

ARTICLE XI – CONFLICT OF INTEREST

All members of the Operating Board and the Trustee Couple shall act in accordance with the highest standards of professional integrity and ethics and maintain the same standards of personal conduct in the capacity of their positions in Florida Gulf Coast Couples, Inc.

- 1 A. No member of the Operating Board shall have direct or indirect financial interest in the assets, leases, or business transactions of the organization:

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- Board members must disclose potential conflicts to the full Operating Board.
- Any Board Member with a conflict must abstain from voting on the decision regarding any proposed transaction, and may be asked to leave the room during the discussion of the issue.
- The minutes of the Operating Board meeting shall reflect that the above actions took place.

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- 3 B. No Operating Board Member shall vote on any matter when member, spouse, partner, child, relative or business associate will gain personally by the decision. Such person shall declare a conflict of interest and abstain from voting.

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ARTICLE XII – BYLAW AMENDMENT AND REVISION

Proposed Bylaw changes for amendment or revision shall be submitted to the Operating Board in writing and signed by at least three (3) Member Couples in good standing.

If supported by the majority of the Operating Board, said changes shall be included on the agenda for the next Annual or Special Membership Meeting. Amendments/revisions shall and must be approved by a vote of at least two-thirds (2/3) of the established quorum at the Annual or Special Membership Meeting.

**RECORD OF AMENDMENTS TO THE BYLAWS
FLORIDA GULF COAST COUPLES, INC.**

AMENDMENT 1

Article VIII (Operating Board), Section 4 (The Officers)

Add the following language to the end of Section 4:

“The Board shall have the ability to redistribute officer duties for reasons of practicality.”

Approved by the Board and Membership at the FGCC Annual Meeting held on January 26, 2008.

AMENDMENT 2

Article VIII (Operating Board), Section 3 (Term of Office)

Replace the first paragraph in Section 3 with new language that reflects a change in term of office from two (2) years to one (1) year without officers having to be elected in odd- and even-numbered years. The new language follows:

“Officers shall serve a term of one (1) year. The Officers elected shall assume their duties at the close of the meeting at which they are elected. The outgoing Officers shall serve a transition period [not to exceed thirty (30) days] for the purpose of assisting the newly elected officers into office.”

Approved by the Board and Membership at the FGCC Annual Meeting held on January 30, 2010.