

**GRANTS COLLABORATIVE OF TAMPA BAY, INC.
BYLAWS**

Adopted 12/13/05

Article I NAME

The name of the organization is the Grants Collaborative of Tampa Bay, Inc.

Article II AUTHORITY

The Grants Collaborative of Tampa Bay, Inc. operates as a Florida not for profit corporation (#N06000002146) that is tax exempt under the provisions of the Internal Revenue Code Section 501(c)6 (EIN 22-3927868) and under all provisions of these Bylaws and any amendments.

Article III STATEMENT OF PURPOSE

The purpose of the Grants Collaborative of Tampa Bay, Inc. is to:

- Enhance skills in grant and proposal writing,
- assist in resource identification,
- maintain a peer network,
- promote partnerships and collaborations, and
- provide education and training

in order to promote professionalism and excellence in the field.

Article IV MEMBERSHIP

SECTION 1. Definition

Membership is open to individuals in the Tampa Bay area who are interested in improving their grant writing skills and in networking with grant writing professionals.

The Grants Collaborative of Tampa Bay, Inc. in no manner subscribes to nor supports any form of discrimination concerning an individual's race, country of origin, place of residence, age, gender, sexual orientation, type of employment, religion, or financial status.

SECTION 2. Membership Categories

A. Member in Good Standing is a member whose dues are fully paid or who has made prior arrangements for payment.

B. Special Honorary Membership is a non-voting membership established and granted by the Executive Committee of the Grants Collaborative of Tampa Bay, Inc..

SECTION 3. Fees and Dues

The Executive Committee of the Grants Collaborative of Tampa Bay, Inc. shall establish an annual dues structure to be assessed per member. All dues paid to the Grants Collaborative of Tampa Bay, Inc. become the property of the organization and are non-refundable.

SECTION 4. Resignations, Nullifications and Terminations

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

- A. Written and/or oral resignation of membership from the Grants Collaborative of Tampa Bay, Inc.;
- B. Failure to renew membership;
- C. Upon determination by the Executive Committee that a member has failed to a material and serious degree to observe the Bylaws and/or purposes of the Grants Collaborative of Tampa Bay, Inc. or has engaged in conduct materially and seriously prejudicial to the organization, the membership shall be terminated.

SECTION 5. Reinstatement

- A. Following written and/or oral resignation from or failure to renew membership (Article IV, Section 4, paragraphs A and B) in the organization, a former member may apply for a reinstatement or renewal of membership. A vote of the Executive Committee is not required.
- B. If the former member was terminated (Article IV, Section 4, paragraph C), the Executive Committee will review the application and vote upon reinstatement of membership.

ARTICLE V MEETINGS

SECTION 1. Annual Meeting

The Annual Meeting of Grants Collaborative of Tampa Bay, Inc. shall be held, usually in December, in accordance with these Bylaws. The organization shall always operate under parliamentary procedure in which the majority shall prevail. The organization shall allow one (1) vote per person.

The membership shall be notified, in writing, of the date and location of the Annual Meeting not less than fifteen (15) days prior to the meeting. An agenda for the meeting will be provided for each member.

The Annual Meeting must include:

- an annual State of the Organization Report from the President summarizing the activities and actions of the organization and its Executive Committee for the fiscal year ending,
- an annual Financial Report which summarizes the assets and liabilities of Grants Collaborative of Tampa Bay, Inc., including revenue, expenses, disbursements and changes in financial status as of the end of the fiscal year,
- a proposed budget for the ensuing year, and
- a written and verbal report from each seated member of the Executive Committee summarizing the activities and actions of that office for the preceding year.

The fiscal year for Grants Collaborative of Tampa Bay, Inc. shall be the calendar year.

SECTION 2. Executive Committee Meeting

The Executive Committee of the Grants Collaborative of Tampa Bay, Inc. shall meet at least quarterly. This meeting shall be open to the general membership. Only the members of the Executive Committee may vote upon issues.

SECTION 3. Action without meeting

The Executive Committee may take action required or permitted by law without calling a meeting by taking an e-mail vote, the results of which will be included in the minutes of the next meeting.

SECTION 4. Special Executive Committee Meeting

A Special Executive Committee Meeting is called when a member of the Executive Committee or general member has failed to a material and serious degree to observe the Bylaws and/or purpose of the Grants Collaborative of Tampa Bay, Inc. or has engaged in conduct materially and seriously prejudicial to the interest of the organization. This meeting is only open to the parties concerned and not to the general membership.

SECTION 5. Special General Membership Meeting

A Special General Membership Meeting may only be called by a quorum of the Executive Committee or at the request of a majority of the general membership.

SECTION 6. Quorums

A quorum of the Executive Committee is a majority of the seated committee.

A quorum of the general membership is twenty percent (20%).

Once a quorum has been constituted, it continues to exist for an Executive Committee meeting, or any membership meeting, even if one or more of members choose to leave.

ARTICLE VI EXECUTIVE COMMITTEE

SECTION 1. Composition

The Executive Committee consists of nine (9) members, eight of whom are selected by the general membership, (except in cases of mid-term replacements, who may be appointed by the Executive Committee) and the Immediate Past President position which is filled by the most recent former President of the organization. The nine (9) members are as follows:

Officers:

- A. President
- B. Immediate Past President
- C. Vice-President
- D. Secretary
- E. Treasurer

Directors:

- F. Program Chair
- G. Membership Chair
- H. Web Site Chair
- I. Events Chair

SECTION 2. **Responsibilities**

The Executive Committee is charged with the responsibility of managing the business and affairs of the Grants Collaborative of Tampa Bay, Inc., subject to the provision of State and Federal Law and the Bylaws of the organization. After the close of each fiscal year, the Executive Committee shall arrange for a financial review to be conducted by a qualified person who is not a member of the organization.

The Executive Committee may create ad hoc committees as needed. The President appoints ad hoc committee chairs.

SECTION 3. **Term of Office**

Officers and Directors shall serve a term of two (2) years. The Officers and Directors elected shall assume their duties at the close of the meeting at which they are elected. The outgoing Officers and Directors shall serve a transition period (not to exceed thirty (30) days) for the purpose of assisting those newly elected into office.

An Executive Committee member shall be terminated from the Committee due to excess absences, more than two unexcused absences from Committee meetings in a year. An Executive Committee member may be terminated for other reasons by a two-thirds (2/3) votes of the remaining Committee members.

SECTION 4. **Conflict of Interest**

All members of the Executive Committee 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 the Grants Collaboration of Tampa Bay, Inc.

A. No member of the Executive Committee shall have direct or indirect financial interest in the assets, leases, or business transactions of the organization.

1. Executive Committee members must disclose potential conflicts to the Committee.
2. Any Committee 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.
3. The minutes of the Executive Committee meeting shall reflect that the above actions took place.

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

SECTION 5. **The Officers**

A. The **President** shall, under the direction of the Executive Committee:

1. Serve as Chief Executive Officer of the organization, presiding at all meetings of the Executive Committee and the general membership, whose responsibilities are to generally supervise, direct and facilitate the business of the Grants Collaborative of Tampa Bay, Inc.;
2. Provide the executive leadership necessary to ensure that the mission and purpose of the Grants Collaborative of Tampa Bay, Inc. are achieved;
3. Serve as spokesperson for the organization, enhance the public image of the organization, and establish and maintain relationships with the community regarding the organization's purposes, services, and activities;
4. Ensure that decisions, orders, and resolutions of the Executive Committee and the members are effectively carried out;
5. With the concurrence of the Executive Committee, sign contracts and other instruments pertaining to the business of the organization, except in cases where the authority to sign is required by law to be exercised by another person or is expressly delegated in the Bylaws or by the Executive Committee to another officer or member.
6. Provide financial oversight, manage organizational resources in coordination with the Treasurer, and lead fund raising activities as required to ensure the long-term financial stability of the organization;
7. Facilitate short and long-term organizational planning and policy development and monitor the effectiveness of the organization's programs and services;
8. Provide ongoing operational support and guidance to the Executive Committee;
9. Recommend to the Executive Committee which committees are to be established, and appoint the chairs of the committees created by the Executive Committee.
10. Approve agendas for the regular monthly meetings;
11. Present a President's Report at the beginning of each regular monthly meeting of the organization;
12. Present an annual report, written and verbal, to the membership upon the State of the Organization at the Annual Meeting; and
13. Perform other duties as prescribed and in keeping with this office.

B. The **Immediate Past President** shall, under the direction of the Executive Committee:

1. Serve as an advisor to the President;
2. Assist the President in carrying out duties as required;
3. Carry out special assignments at the request of the President or the Executive Committee; and
4. Perform other duties as prescribed and in keeping with this office.

C. The **Vice-President** shall, under the direction of the Executive Committee:

1. Preside at all meetings of the Executive Committee and general membership and carry out the duties of the President in the President's absence or in the case of vacancy of said office;
2. Present the President's Report at the beginning of any regular monthly meeting of the organization in the President's absence;
3. Accumulate experience and knowledge of the organization and its policies and procedures to enable possible future nomination for President;
4. Assist the President in carrying out duties as required;
5. Carry out special assignments at the request of the President or the Executive Committee; and
6. Perform other duties as prescribed and in keeping with this office.

D. The **Secretary** shall, under the direction of the Executive Committee:

1. Maintain:
 - a. The minutes and member sign-in sheets of all meetings,
 - b. A yearly record of all proceedings and actions,
 - c. Bylaws and all amendments thereto,
 - d. The Policies and Procedures of the organization, if any, and
 - e. Internal and external communications.
2. Prepare and distribute meeting agendas, official notices, announcements and minutes to members.
3. Prepare internal and external correspondence as Directed by the President;
4. Maintain, or cause to be maintained, all historical and legal records of the Grants Collaborative of Tampa Bay, Inc.;
5. Assure timely filing of the annual report to the Florida Department of Corporations; and
6. Perform other duties as prescribed and in keeping with this office.

E. The **Treasurer** shall, under the direction of the Executive Committee:

1. Serve as the financial officer of the organization;
2. Receive, deposit and disburse all funds while maintaining appropriate financial and fiscal records;
3. Implement financial systems and procedures as required;
4. Ensure sound management of funds;
5. Present a financial report at each regular monthly meeting;
6. Prepare, or cause to be prepared, any Federal and State income tax filing documents in accordance with the provisions of the law;
7. Present a written and verbal financial statement and a proposed annual budget at the Annual Meeting;
8. Coordinate the annual financial review as required in Article VI, Section 2; and
9. Perform other duties as prescribed and in keeping with this office.

F. The **Program Chair** shall, under the direction of the Executive Committee:

1. Arrange for a speaker presentation at each regular monthly meeting;
2. Provide a Program Committee report at each regular monthly meeting;
3. Assist the Events Chair in locating speakers for conferences and events; and
4. Perform other duties as prescribed and in keeping with this office.

G. The **Membership Chair** shall, under the direction of the Executive Committee:

1. Maintain, or cause to be maintained, the Membership Directory and related mailing lists;
2. Actively recruit new members and work to facilitate renewals of existing memberships;
3. Process membership applications and member profile sheets and coordinate with Treasurer on dues payments;
4. Follow up with members not attending meetings to promote continued attendance;
5. Follow-up with non-member visitors to recruit new members;
6. Provide support to the president and Executive Committee on membership related activities, issues and concerns, and make recommendations on building and maintaining membership;

7. Provide a Membership Committee report at each regular monthly meeting; and

8. Perform other duties as prescribed and in keeping with the office.

H. The **Web Site Chair** shall, under the direction of the Executive Committee:

1. Serve as conservator of the organization's Internet web site, performing all activities normally associated with such responsibility, including but not limited to:

- a. Site development, utilizing available software resources;
- b. Site maintenance, keeping the web site up to date; and
- c. Coordination of communication between the organization and interested prospective members who contact the web site;

2. Promote the organization's internet web site (and by extension the organization itself) by normally accepted means of site submissions to search engines;

3. Coordinate any information and link exchanges with other related web sites that will contribute to the further enhancement of the organization's web site and or the organization;

4. Provide a Web Site Committee report at each regular monthly meeting; and

5. Perform other duties as prescribed and in keeping with this office.

I. The **Events Chair** shall, under direction of the Executive Committee:

1. Plan, promote, and coordinate conferences and events sponsored or co-sponsored by the organization;

2. Develop and present to the Executive Committee contracts and agreements related to conferences and events;

3. Provide an Events Committee report at each regular monthly meeting; and

4. Perform any other duties as prescribed and in keeping with this office.

SECTION 5. **Finances**

The President, Secretary and Treasurer shall sign bank signature cards for the checking account of the organization. Expenditures or disbursements by check shall require two (2) authorized signatures on the disbursement request. All disbursements must be accompanied by a receipt or voucher with a notation as to its purpose.

ARTICLE VII 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 the Grants Collaborative, of Tampa Bay, Inc. will 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 VIII DEDICATION OF ASSETS

The properties and assets of the Grants Collaborative of Tampa Bay, Inc., are irrevocably dedicated to charitable purposes. No part of the net earnings, properties or assets of this organization, or dissolution of same, shall inure to the benefit of any private person or individual. On liquidation or dissolution, all properties, assets and/or obligations shall be distributed and paid over to an organization dedicated to charitable purposes and that organization must be dedicated to exempt purposes as specified in the Internal Revenue Code Section 501(c).

ARTICLE IX BY-LAW AMENDMENT AND REVISION

Proposed By-law changes for amendment or revision will be submitted to the Executive Committee in writing.

Following review by the Executive Committee, said changes will be included on the agenda for the next annual or special membership meeting.

Amendments/revisions must be approved by a vote of at least 2/3 of the established quorum at the annual or special membership meeting.