

Agreement #40181FK017

FRIENDS PARTNERSHIP AGREEMENT
between the

**Arthur R. Marshall Loxahatchee
National Wildlife Refuge**

U.S. FISH AND WILDLIFE SERVICE
DEPARTMENT OF THE INTERIOR

AND

**Friends of The Arthur R. Marshall Loxahatchee
National Wildlife Refuge**

This Friends Partnership Agreement (Agreement) is between the **Arthur R. Marshall Loxahatchee National Wildlife Refuge**, a division of the U.S. Fish & Wildlife Service (Service), an agency of the United States Department of the Interior, **Friends of The Arthur R. Marshall Loxahatchee National Wildlife Refuge** (Friends).

I. AUTHORITY

The Service enters into this agreement and any subsequent Friends Supplementary Partnership Agreement for Use of Service Property under the authorities of:

- A. The Fish and Wildlife Act of 1956 (16 U.S.C. 741a-742j).
- B. The National Wildlife Refuge System Administration Act of 1966 (16 U.S.C. 668dd-ee), as amended.
- C. The Refuge Recreation Act of 1962 (16 U.S.C. 460k - k-4), as amended.
- D. The Anadromous Fish Conservation Act (16 U.S.C. 757a-757g), as amended.
- E. The Fish and Wildlife Coordination Act of 1934 (16 U.S.C. 661-667e), as amended.

F. The National Wildlife Refuge System Volunteer and Community Partnership Enhancement Act of 1998 (16 U.S.C. 742f), as amended.

G. The National Fish Hatchery System Volunteer Act of 2006 (16 USC 760aa – 1-4), as amended.

II. PURPOSE

The purpose of this agreement is to facilitate and formalize collaboration between the Service and Friends in support of mutual goals and objectives defined by the agreement.

III. BACKGROUND

The intent of the Service and Friends is to develop an agreement to continue to work actively and collaboratively to achieve the specified goals and objectives during the term of this agreement

- A. Service Mission: The mission of the U.S. Fish and Wildlife Service is working with others to conserve, protect, and enhance fish, wildlife, and plants and their habitats for the continuing benefit of the American people.
- B. Service Division Mission: The mission of the National Wildlife Refuge System is to administer a national network of lands and waters for the conservation, management, and where appropriate, restoration of the fish, wildlife, and plant resources and their habitats within the United States for the benefit of present and future generations of Americans.
- C. Service Site/Program Description: A license agreement between the Central and Southern Florida Flood Control District (precursor to South Florida Water Management District) and the U. S. Fish and Wildlife Service in 1951, coupled with the Migratory Bird Conservation Act of 1929 authorized the establishment of Arthur R. Marshall Loxahatchee National Wildlife Refuge.

The Migratory Bird Conservation Act of 1929 states that its purpose is to be “...an inviolate sanctuary, for any other management purpose, for migratory birds.” (16 USC. § 715d). This purpose and the mission of the National Wildlife Refuge System are fundamental to determining the compatibility of proposed uses of the refuge.

- D. Friends Description: The Friends are a 501(c)3 non-profit organization that supports the Refuge through education, fundraising and advocacy. Funds are generated through membership dues, donations, and the sale of books and nature-themed items in the Visitor Center nature store. The mission of the Friends is to promote a better understanding and appreciation of the natural history and environment of South Florida, the Arthur R. Marshall Loxahatchee National Wildlife Refuge and the entire Everglades system.
- E. Partnership History: The Friends of the Arthur R. Marshall Loxahatchee National Wildlife Refuge was founded in February of 1982 as the Loxahatchee Natural History Association, making it the oldest Friends group in continuous operation in the country. The name was changed to the current one in 2003.
- F. Partnership Scope of Work: The Service and Friends will continue to work actively and collaboratively to achieve specified goals and objectives during the term of this agreement and accomplish Service and Friends Responsibilities identified in Section V of this document.
- G. Fundraising and Solicitation Description:

The Friends intend to generate revenue to support the activities authorized by this agreement by conducting the following fundraising and solicitation activities:

- (1) Sale of goods and services include, but are not limited to the following:
 - a. Nature Store sales of books, educational material, and apparel
 - b. Internet sales of Nature Store items and membership
 - c. Memberships/Sponsorships
 - \$20-Individual
 - \$30-Family
 - \$50-Supporting Member
 - \$100-Benefactor
 - \$250-Sponsor
 - \$500-Lifetime Member
 - d. Special events, such as photography workshops and art contest
- (2) Soliciting or acquiring donations of funds and in-kind goods and services
 - a. Donations from the public and private sector (e.g., donation boxes, foundations, individuals, companies)
 - b. Bequests by will

- c. Special events (e.g., benefits, silent auctions, sporting events, meals, tours)
- d. Special fundraising campaigns (e.g., capital campaigns, endowments)

(3) Applying for grants for project fundraising

- a. The Friends currently manage funding to facilitate the Everglades Day Festival, including securing an annual grant from the Palm Beach County Cultural Council

IV. AUTHORIZATION AND TERM OF AGREEMENT

- A. 5-Year Performance Period: Both parties enter into this agreement for a period of 5 years beginning on the day following Service ratification, with four annual modification options within the 5-year performance period to update significant changes in the partnership. Both parties expect that the terms in this agreement will be renewed every 5 years so that they will not expire.
- B. Agreement Renewal: Each time the agreement is up for its 5-year renewal, the Project Leader and the Friends Executive Director or President will meet to review, modify, and sign the agreement. The template Friends Partnership Agreement is pre-approved by the Service's Solicitor's office. Regional Solicitor review is not required unless the scope of the changes to the template is significant enough to require such a review. The Regional office will determine if additional Regional Solicitor review is necessary. To become effective, the Regional Director (or designee) must review, approve, and sign the agreement.
- C. 501(c)3 Nonprofit Status: The Friends must maintain nonprofit, tax-exempt status under the Internal Revenue Service (IRS) Code Section 501(c)3 of Title 26 and under applicable State and Federal laws. This agreement and any supplemental agreements will automatically terminate if the Friends organization does not maintain its nonprofit status.
- D. Agreement for Termination:
 - (1) Termination for Convenience: Each party may terminate this agreement for any reason by giving advance written Notice of Termination for Convenience. Termination is effective 60 calendar days from the date of receipt of the Notice, or upon the termination date specified in the Notice, whichever is later.

(2) Termination for Breach: Each party may immediately terminate this agreement for a material breach of this agreement by the other party. If a breach occurs, this agreement terminates upon the breaching party's receipt of a written Notice of Termination for Breach. The non-breaching party may, but is not required to, provide the breaching party with an opportunity to cure the breach by a date specified in a cure letter. If the breach is not cured to the satisfaction of the non-breaching party by the specified date, this agreement will automatically terminate on that specified date.

(3) Liability for Costs and Damages: Unless expressly provided for in this agreement or related agreements, neither party is liable for any costs, damages, or other claims that result directly or indirectly from termination of this agreement. All other rights and claims of the parties are preserved.

(4) Disputes and Venue: The parties agree that if there is a dispute between them, the Service and the Friends will promptly use their best efforts to resolve the dispute in an informal fashion through communication and consultation, or other forms of non-binding alternative dispute resolution that are mutually acceptable to the parties. The parties agree that the venue to begin litigation of any disputes stemming from this agreement is a Federal court with appropriate jurisdiction.

(5) Disposition of Assets upon Termination or Expiration of this Agreement or Cessation of Friends Operations: Upon the termination or expiration of this agreement or cessation of the operations of the Friends organization for any reason, those funds held for the benefit of the Service, including all interest and earnings and all in-kind contributions, will be transferred to the Service or to a third-party the Service deems acceptable (under such terms and conditions as the Service deems acceptable) for use consistent with the purposes for which the donations were made. Nothing in this document prevents Friends from satisfying allowable outstanding obligations reasonably incurred in association with this agreement prior to the termination or expiration of the agreement.

E. Agreement Suspension: Suspension of the agreement may occur if in the sole judgment of the Service there is a violation of law or policy or risk to resources or public health and safety.

V. SERVICE AND FRIENDS RESPONSIBILITIES

A. Joint Responsibilities of the Service and Friends. Both parties jointly agree to:

- (1) Continue to work actively and collaboratively under agreement to achieve the following specified goals and objectives of developing, improving, maintaining, and updating biological, maintenance, management, outreach, recreational, interpretive, educational, and other visitor services programs or facilities of the Arthur R. Marshall Loxahatchee National Wildlife Refuge.
- (2) Participate in regular meetings to foster close cooperation on agreement implementation.
- (3) Communicate on a regular basis to discuss applicable site-related issues and projects and make timely decisions on matters necessary for proper implementation and administration of this agreement.
- (4) Work in good faith to execute additional agreements, as necessary, to meet the mutual objectives of the parties.
- (5) Work jointly to encourage community engagement in shared stewardship of the Service by the local and national community.
- (6) Meet annually to assess the effectiveness of the partnership as it relates to the purpose, goals, objectives, roles, and responsibilities outlined in the Friends Partnership Agreement to ensure expectations are clear and realistic, and modify the agreement if there are any significant changes to the scope of the partnership.
- (7) Take steps to avoid the appearance that either party represents the views of or directs the management or decision making process of the other. The Service and the Friends will maintain an evident and distinct separation between their organizational management activities.
- (8) Work together in good faith to resolve differences.
- (9) Ensure that donations from the Friends to the Service, including money, goods, or services, are used to improve, maintain, and update the Service site or programs for which the donations were intended and are consistent with Departmental and Service policies.

(10) Review and comply with Service policies for guidance prior to initiating any new fundraising efforts (capital campaigns, endowments, events, etc.) on behalf of the Service that are not already described in this agreement. A modification to this agreement is required for all fundraising efforts, and certain dollar thresholds may also trigger a separate Friends Fundraising Agreement requirement prior to beginning fundraising.

(11) Ensure that Friends fundraising and solicitation activities conducted on Service-managed property are described in the supplemental agreement, done on behalf of the Service site or program with which they are affiliated, and are consistent with the mission, goals, and objectives of the Service.

(12) Ensure that all net funds collected on Service-managed property through direct solicitation activities by Friends are deposited into the appropriate Service contributed funds account for which the funds were raised (e.g., Gifts, Community Partnership Enhancement donation receipt account) and used exclusively for the benefit of the particular national wildlife refuge or complex of geographically-related refuges for which the funds were generated.

(13) Ensure that Friends fundraising activities that involve games of chance (e.g., raffles for a fee, BINGO, door prizes for a fee) or that are associated with lobbying activities are not conducted on the Service's behalf or on Service-managed property, and do not express or imply involvement or endorsement of the Service.

(14) Work together to ensure that Volunteer Services Agreements are completed for each Friends member acting as a Service volunteer, are signed by both parties, accurately describe the work and duties the Friends are performing at or in support of the Service site/program, and are reviewed and updated annually. The Service reserves the right to determine what constitutes a volunteer activity that benefits the Service.

B. The Service agrees to:

(1) Designate a site/program employee as the Service Liaison with the Friends. The liaison role is to provide the Friends with regular and timely communication of mutually developed programs and projects.

(2) Regularly attend Friends meetings and events as a Service employee and invite Friends board members to appropriate Service planning meetings and events.

- (3) Help identify and provide opportunities for training and skill development for appropriate Service employees and Friends members that will improve the effectiveness of the partnership.
- (4) Provide an annual orientation to the Friends Board of Directors on the Department, Service, divisions and site goals, objectives, scope of operations, and the many programs that play a role at the site/program.
- (5) Make a good faith effort to identify and follow applicable laws, regulations, and Department and Service policies with which both parties must comply.
- (6) Publicly recognize the Friends as the official site/program Friends organization.
- (7) Avoid involvement in the Friends organization's operation and administration including, but not limited to, serving on a Friends Board of Directors; administering a Board of Directors and its employees; completing State and Federal nonprofit requirements, such as writing bylaws and applying for 501(c)3 status; attending board meetings that are focused on the operation and administration of the board and organization; generally administering a nature store; developing organizational documents; executing business transactions and grant applications on behalf of Friends; and maintaining Friends Web sites, newsletters, or social media sites.
- (8) Meet Departmental and Service regulations and policies for receiving and managing donations of funding, goods, services, real property, and other items.
- (9) Provide Friends with Service volunteer uniform components while working on behalf of the Service, and ensure that Friends are providing their members and employees with readily identifiable insignia of the Friends organization while working on behalf of the Friends organization on Service property.
- (10) Plan and coordinate opportunities to recognize Friends and Friends Volunteers for their accomplishments and achievements for the Service.

C. The Friends agree to:

- (1) Maintain 501(c)3 nonprofit status with the Internal Revenue Service (IRS) and ensure that its Articles of Incorporation and bylaws comply with the requirements of the State in which it is incorporated and are consistent with the terms of this agreement.
- (2) Act as a volunteer-based organization with the mission of supporting a Service site or program that may solicit funds or in-kind donations for the primary purpose to help advance the mission, purpose, and goals of that particular Service site or program.
- (3) Conduct its fiscal operations in accordance with applicable State and Federal laws, Generally Accepted Accounting Practices published by the Financial Accounting Standards Board, and the IRS Code, Section 501(c)(3) of Title 26.
- (4) Consider the need for obtaining a periodic evaluation of financial records (e.g., compilation, review, audit) by an independent accounting firm or someone with an accounting background, such as a Certified Public Accountant.
- (5) Identify a Friends Liaison, typically the President or other board member, to facilitate regular and timely communication with the Project Leader or Service Liaison about mutually developed programs and projects.
- (6) Ensure that Friends members and their staff, while working on behalf of the Friends organization, do not act in any way that leads to the public perception that they are Service employees or volunteers. Friends members may wear an easily observable and readily identifiable insignia of the Friends organization while working on behalf of the Friends or a Service volunteer uniform while working on behalf of the Service.
- (7) Avoid express or implied Service endorsement for a particular business, brand, product, service, enterprise, or political position.
- (8) Provide timely notification and invitation of appropriate meetings to the Project Leader and Service Liaison.

(9) Ensure compliance with Service policies, procedures, and standards regarding the use of Service logos and program sublogos and avoid the creation and use of anything that is confusingly similar.

(10) Ensure compliance with Service policies, procedures, and standards regarding the display of Friends-created and printed materials and outreach and interpretive displays on Service property.

(11) Upon request of the Service's Regional Director, designee, or the Project Leader, provide information on the Friends organization, including but not limited to, the organization's gross receipts (e.g., income, grants, and donations), expenditures, projects, number of members, narratives, or images of special events and projects.

(12) Not use any Service-appropriated funds (including property, utilities, services, or supplies) to lobby; attempt to influence Congress or any official of the government; favor or oppose any legislation, law, or appropriations; raise funds through games of chance; or conduct fundraising that is not in direct support of the Service site in which the partnership agreement is held.

(13) To the extent Friends commit to this agreement or any related agreement to raise funds for a particular purpose to benefit the Service, the Friends agree that it will not lobby for or otherwise seek appropriated funds from Congress to meet that commitment or to make up for shortfalls in Government agency budgets.

VI. SUPPLEMENTAL AGREEMENT

Use of Service Property: The Service and the Friends further agree that, by inclusion of a supplemental agreement (see attached) at the time of ratification, the Service and Friends will cooperate in the use of Service-managed property to support the mutual goals and objectives defined by this agreement.

VII. LIABILITY AND INDEMNIFICATION

- A. Friends must indemnify, save, and hold harmless the Department of the Interior, the Service, and its agents and employees from and against any and all liabilities, obligations, losses, damages, judgments, claims, actions, suits, penalties, fines, costs, and expenses (including reasonable attorneys' fees and experts' fees) of any kind and nature arising out of acts or omissions of the Friends, its employees, agents, and contractors (including any contractors'

subcontractors). This includes injury to people (including injury resulting in death) and damage to property in connection with activities under this agreement.

- B. Friends must promptly pay the Service the full value of all damages to the lands or other property of the Service caused by Friends, its employees, agents, representatives, or contractors (including any contractors' subcontractors) or, as agreed to by the parties, must work to repair or replace the damaged lands or property.
- C. Friends will cooperate with the Service in the investigation of any claim that may be filed with the Service because of the activities of the Friends, its employees, agents, representatives, or contractors (including any contractors' subcontractors).

VIII. INSURANCE

- A. Friends activities performed both on and off Service property may require general liability, Board of Directors and Officers, event, personal property, or other insurance.
- B. The Friends should periodically consult with a qualified professional to determine insurance needs that are consistent with best practices in the nonprofit industry. However, where the Project Leader grants a Friends organization permission to conduct certain specialized activities on behalf of the Service and the activity is hosted or co-hosted by the Friends, the Project Leader may require that the Friends acquire appropriate insurance that is acceptable to the Service before hosting the activity.
- C. Where Friends have acquired insurance, the Department of the Interior and the Service must be listed as additional insured entities. The insurance policy or policies must specify that the insurer has no recourse against the Department of the Interior and the Service for claim expenses, payments of any premiums, or deductibles due. The Service will not be responsible for any omissions or inadequacies of insurance coverage and amounts if the insurance purchased by the Friends is inadequate or otherwise insufficient.

The Friends currently hold the following insurance policies:

- Business Owners Liability Coverage**
- Business Owners Property Coverage**

- D. The Service reserves the right to file insurance claims on its own behalf or to require the transfer of insurance proceeds from Friends to the Service where, in the Service's judgment, the Service will have to pay to fix the problem for which the claim is paid.
- E. While performing work on behalf of the Service under an approved Volunteer Services Agreement (Optional Form (OF) 301A), only individual volunteers, not the nonprofit organization, are provided protection for tort claims under the Federal Tort Claims Act and injuries under the Federal Employees Compensation Act. The Service reserves the right to determine what constitutes a volunteer activity that benefits the Service from activities that are administered by The Friends. This determination will be executed through project approval documents (attachment E) per project. This documentation will make the clear distinction between Friends sponsored events and Refuge events that require a signed Volunteer Service Agreement.
- F. The Friends will retain person(s) for the purpose of working with and supporting refuge projects to be identified at a later time. The Friends may provide monetary compensation to the person(s) and will adhere to all appropriate tax and employment laws and regulations. The refuge will provide supervision and support to the person(s) in these refuge-specific projects. The person(s) will be required to sign a refuge Volunteer Services Agreement and will work as a refuge volunteer during all phases of the specified refuge projects.

IX. ASSIGNMENT

- A. Assignment – Binding Effect: Neither party may assign any of its rights or obligations under this agreement without the prior written consent of the other party. This agreement is binding upon the parties who entered into it and their respective successors and permitted assigns. The parties waive the defense of lack of consideration.
- B. Waiver: No waiver of any provision of this agreement is effective unless made in writing and signed by the waiving party. No waiver of any provision of this agreement constitutes a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions of the agreement.
- C. No Third-Party Beneficiaries: Unless expressly stated in this agreement,

nothing in it is intended to grant any legally enforceable rights or provide any benefits to a third party.

X. MISCELLANEOUS

- A. Service Rules Govern: The rights and benefits conferred in this agreement and other supplemental agreements are subject to the laws, regulations, and rules that govern the Service and its employees. The mention of specific restrictions, conditions, and stipulations in this agreement and any supplemental agreements do not in any way impair the general powers of supervision, regulation, and control by the Service.
- B. U.S. Fish and Wildlife Service Appropriations: Under 31 U.S.C. 1341, nothing contained in this agreement may be construed to obligate the Service, the Department of the Interior, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this agreement, nor does this agreement obligate the Service, the Department of the Interior, or the United States of America to spend funds on any particular project of purpose, even if funds are available.

XI. AGREEMENT OFFICERS

Officer for the U.S. Fish & Wildlife Service, A. R. M. Loxahatchee NWR:

Rolf Olson, Project Leader
A.R.M Loxahatchee N.W.R.
10216 Lee Rd.
Boynton Beach, FL 33473
Phone: 561-735-6022
Fax: 561-369-7190
Email: Rolf_Olson@fws.gov

Officer for the Friends of The A. R. M. Loxahatchee NWR:

Elinor Williams, President
Friends of The A.R.M. Loxahatchee N.W.R.
10216 Lee Rd.
Boynton Beach, FL 33473
Phone: 561-496-4305
Email: elinor@loxahatcheefriends.com

The parties below have caused this agreement to be executed by their respective duly authorized representatives.

Sign: _____ Date: _____

Cindy Dohner-Regional Director
U.S. Fish and Wildlife Service

Sign: Rolf Olson Date: 6/9/15

Rolf Olson-Project Leader
Arthur R. Marshall Loxahatchee NWR

Sign: Elinor Williams Date: June 9, 2015

Elinor Williams- President
Friends of The Arthur R. Marshall Loxahatchee N.W.R.

ATTACHMENTS

Check if included at the time of execution of this Friends Partnership Agreement

☒ Exhibit 1, Part 2 - Friends Supplemental Partnership Agreement, Use of Service Property

☒ Attachment A – Friends Organization Articles of Incorporation

☒ Attachment B – IRS Determination Letter (if in process of applying for incorporation)

☒ Attachment C – Friends Organization Insurance Policies

☐ Attachment D – Friends Fundraising Agreement

☒ Attachment E – Friends Project Approval Form

Friends Supplemental Partnership Agreement

Use of Service Property

SUPPLEMENTAL AGREEMENT TO THE FRIENDS PARTNERSHIP AGREEMENT

between the

**Arthur R. Marshall Loxahatchee
National Wildlife Refuge**

**U.S. FISH AND WILDLIFE SERVICE
DEPARTMENT OF THE INTERIOR**

AND

**Friends of The Arthur R. Marshall Loxahatchee
National Wildlife Refuge**

This Friends Supplemental Partnership Agreement (supplemental agreement) is between the **Arthur R. Marshall Loxahatchee National Wildlife Refuge**, a division of the U.S. Fish & Wildlife Service (Service), an agency of the United States Department of the Interior, and **Friends of The Arthur R. Marshall Loxahatchee National Wildlife Refuge** (Friends).

I. PURPOSE

The purpose of this supplemental agreement to the Friends Partnership Agreement is to facilitate and formalize the cooperation between the Service and Friends in the use of Service-managed property to support mutual goals and objectives defined by this agreement.

II. BACKGROUND

The Service authorizes Friends to operate a nature store in the Refuge Visitor Center. Friends shall operate such facilities so as to provide a meaningful addition to the exhibits, educational and informational services provided by the Service at the Visitor Center.

A. Friends Scope of Work:

The Service and Friends will continue to work actively and collaboratively to achieve specified goals and objectives during the term of this agreement and accomplish Service and Friends Responsibilities identified in Section IV of this document.

B. Description of Service Property:

The following facilities and equipment for the Friends will be used for the purpose of conducting work associated with the mutually agreed-upon goals, as described in the Friends Partnership Agreement.

(a) Office space and equipment (phones, fax, etc.) within Administrative Building and meeting room space in Conference Room and Visitor Center Auditorium;

(b) Storage space in Visitor Center and in Administrative Building for storing outreach and interpretive materials, sales merchandise, and other supplies; and

(c) Space within Visitor Center for Nature Store that will be used for generating revenue on behalf of the Service.

III. AUTHORIZATION AND TERM OF AGREEMENT

As stated in the Friends Partnership Agreement and including the following:

A. 5-Year Performance Period: If included at that same time of execution of the Friends Partnership Agreement, both parties enter into this supplemental agreement for a period of 5 years beginning on the day following Service ratification, with four annual modification options within the 5-year performance period to update significant changes in the partnership. Both parties expect that the terms in this agreement will be renewed every 5 years so that they will not expire. If included after the execution of the Friends Partnership Agreement, both parties enter into this supplemental agreement for the existing performance period of the Friends Partnership Agreement.

B. Agreement Renewal: Each time the Friends Partnership Agreement is up for its 5-year renewal, the Project Leader and the Friends Executive Director or President will also meet to review, modify, and sign this supplemental agreement. The template Friends Partnership Agreement is approved by the

Service's Solicitor's office. Regional Solicitor review is not required unless the scope of the changes to the template is significant enough to require such a review. The Regional office determines if additional Regional Solicitor review is necessary. To become effective, the Regional Director (or his/her designee) must review, approve, and sign the agreements.

- C. Agreement Termination/Disposition of Assets: Upon the termination or expiration of this supplemental agreement or cessation of the operations of the Friends organization for any reason, those funds held for the benefit of the Service, including all interest and earnings and all in-kind contributions, must be transferred to the Service or to a third-party the Service deems acceptable (under such terms and conditions as the Service deems acceptable) for use consistent with the purposes for which the donations were made. Nothing in this agreement prevents Friends from satisfying allowable outstanding obligations reasonably incurred in association with the agreement prior to its termination or expiration. Any personal property belonging to the Friends, including nature store inventory, remains property of the Friends.
- D. Access and Closures: The Project Leader retains the right to have discretionary and emergency access to Service facilities and equipment that Friends use. Service properties, even those occupied by the Friends, are subject to management closures, Federal holidays, emergency closures, furloughs, and other Governmental actions that might impact regular daily operations and access. The Service is not responsible for any costs or damages to Friends in the event of such actions.
- D. Homeland Security Presidential Directives: Friends use of Service facilities and equipment and access to federally-controlled information systems must comply with Homeland Security Presidential Directives (HSPD) that mandate common identification standards for Federal employees, volunteers, Friends, and contractors before they can access Government facilities and data systems. Friends representatives may need to obtain Federal security clearances prior to conducting the work of mutually agreed-upon programs and projects with Service-managed property and equipment.
- F. Withdrawal of Use: The Project Leader may withdraw the use of land or withdraw, modify, or relocate the use of facilities or equipment from Friends at any time for management or emergency reasons. Whenever possible, the Project Leader should give the Friends a 60-day written notice and meet with the Friends President or Executive Director prior to the withdrawal, modification, or relocation to discuss the decision and to give the Friends the

opportunity to address the reasons leading to that action. Nothing in this supplemental agreement grants the Friends any interest in land or right of occupancy of the premises.

- G. 501(c)3 Nonprofit Status: The Friends must maintain nonprofit, tax-exempt status under the Internal Revenue Service (IRS) Code Section 501(c)3 of Title 26 and under applicable State and Federal laws. This agreement and the Friends Partnership Agreement will automatically terminate if the Friends organization does not maintain its nonprofit status.

IV. SERVICE AND FRIENDS RESPONSIBILITIES

- A. Joint Responsibilities of the Service and Friends. Both parties jointly agree to:

(1) Work together to ensure that Friends access of Government land, facilities, and equipment and federally-controlled information systems are compliant with the HSPD.

(2) Work together to adequately secure facilities and use reasonable care to prevent damage and loss of property. The Service is not responsible or liable for lost, damaged, or stolen Friends property while housed on Service property.

(3) Collaborate on the selection of sales items, including the quality and display location of sales items. Items for sale should have educational and outreach value and illustrate the purpose of the Service site/program, reinforce the mission and goals of the Service, and be consistent with the general design and décor of the facility. Friends may develop their own plans for merchandising, but the Project Leader is ultimately responsible for approving the items sold on Service property, and he/she may reject or request removal of proposed and existing items if they misrepresent the Service or are inappropriate, inaccurate, or of poor educational value.

Due to the subtropical climate of the Refuge that provides year round exposure to high UV rays and biting insects, in order to provide public safety, mutually agreed-upon sale items will include bug spray, lotion for sun protection, and water. Memorial bricks that will be added to the existing memorial trail will also be sold in the Nature Store.

(4) Collaborate on nature store operational practices, including hours/days of operation.

B. The Service agrees to:

(1) Provide the following facilities and equipment for the Friends use for the purpose of conducting work associated with the mutually agreed-upon goals, as described in the Friends Partnership Agreement. Friends must not use any Service-appropriated funds (including property, meeting rooms, utilities, services, or supplies) to conduct lobbying activities; attempt to influence Congress or any official of the government; favor or oppose any legislation, law, or appropriations; raise funds through games of chance; or conduct fundraising and other activities that are not in direct support of the Service site in which the partnership agreement is held.

(a) Office space and equipment (phones, fax, etc.) within Administrative Building and meeting room space in Conference Room and Visitor Center Auditorium;

(b) Storage space in Visitor Center and in Administrative Building for storing outreach and interpretive materials, sales merchandise, and other supplies; and

(c) Space within Visitor Center for Nature Store that will be used for generating revenue on behalf of the Service.

(2) Provide the Friends with incidental utility services, including water, electricity, heat, air conditioning, and phone to the extent that these utilities are available and previously required for the operation of the building and other Government purposes. The Project Leader may request the Friends to provide for their own utilities if expenses are above and beyond what is required for Government purposes.

(3) Not use appropriated funds to purchase any office equipment specifically for the operation and administration of the Friends organization. The Friends will furnish any additional specialized equipment needed for the operation of their organization that the Service does not already own or lease and have available to use. Friends' use of Government equipment must not impair the Service in achieving its goals and objectives. Friends must obtain approval from the Project Leader before purchasing and installing their own equipment.

(4) Subject to HSPD compliance, the Project Leader or a designee must provide Friends guidance and direction about security when accessing Service property/facilities. The Project Leader may issue a key, security combination, or pass codes to Friends with proper Departmental security clearances.

Friends representatives may not duplicate or loan the key to any person or third party or disclose the combination or pass code. The last party vacating the premises takes full responsibility for making sure that doors are locked, gates are secured, and security systems are engaged.

(5) Involve the Friends in the review and comment on Service plans that may redesign, renovate, or construct facility space currently occupied by the Friends.

C. The Friends agree to:

(1) Obtain written approval from the Project Leader before altering Service property and understand that all improvements to Service property that the Friends make become the property of the United States without compensation.

(2) Provide their own office supplies (e.g., paper, pens, envelopes).

(3) Be solely and fully liable for loss of Friends inventory, property, and income in case of fire, natural disasters, or theft. The Government does not insure Friends belongings on Service property.

(4) Allow Friends publications, all collateral pieces, and outreach and interpretive displays, distributed or displayed on Service property, to be reviewed by the Service for editorial and design quality. Materials dedicated to lobbying, influencing Congress or any official of the government, or games of chance must not be displayed on Service property and must not show any express or implied involvement or endorsement of the Service.

(5) Abide by all Service regulations including, but not limited to, those pertaining to areas closed to the public and public use activities.

(6) Maintain Friends-occupied facilities in a clean, orderly, professional, and safe condition and in accordance with applicable Service, State, and local fire and safety regulations.

(7) Coordinate with appropriate Service staff when bringing on new Friends personnel who will be involved in direct contact with the public. Friends will supervise their own members and employees, but work with the Project Leader staff to orient any new personnel on the Service's mission, goals, and objectives, as well as visitor service standards of operation and conduct.

(8) Give prudent consideration to the appropriateness, quality, accuracy, and educational value of sales items in order to maintain the Service's responsibility to the visiting public for Government integrity and reliability. The Project Leader may reject or request removal of items if he/she determines they are inappropriate, inaccurate, or of poor educational value.

(9) Not sell any items prohibited under Federal or State laws, such as original artifacts, endangered species products, Indian crafts, etc.

(10) Not use the Service logo or program sublogos on any items for sale to the public or as part of their organization's logo or as part of their headers on their Web sites, newsletters, or membership brochures.

(11) Schedule and provide their own paid staff and/or Friends volunteers to carry out the operation of their nature store.

V. LIABILITY AND INDEMNIFICATION

As stated in the signed Friends Partnership Agreement.

VI. INSURANCE

A. The Government does not insure Friends property/equipment and nature store inventory on Service property. The Service strongly recommends and may require that Friends purchase the appropriate amount of insurance to protect against loss of inventory and other property in case of fire, weather, or theft.

B. The Friends currently hold the following insurance policies related to the use of Service property:

-Business Owners Liability Coverage

-Business Owners Property Coverage

VII. ASSIGNMENT

As stated in the signed Friends Partnership Agreement.

VIII. AGREEMENT OFFICERS

Officer for the U.S. Fish & Wildlife Service, A. R. M. Loxahatchee NWR:

Rolf Olson, Project Leader
A.R.M Loxahatchee N.W.R.
10216 Lee Rd.
Boynton Beach, FL 33473
Phone: 561-735-6022
Fax: 561-369-7190
Email: Rolf_Olson@fws.gov

Officer for the Friends of The A. R. M. Loxahatchee NWR:

Elinor Williams, President
Friends of The A.R.M. Loxahatchee N.W.R.
10216 Lee Rd.
Boynton Beach, FL 33473
Phone: 561-496-4305
Email: elinor@loxahatcheefriends.com

The parties below have caused this agreement to be executed by their respective duly authorized representatives.

Sign: _____ Date: _____

Cindy Dohner-Regional Director
U.S. Fish and Wildlife Service

Sign: Rolf E. Olson Date: 6/9/15

Rolf Olson-Project Leader
Arthur R. Marshall Loxahatchee NWR

Sign: Elinor Williams Date: June 9, 2015

Elinor Williams- President
Friends of The Arthur R. Marshall Loxahatchee N.W.R.

ATTACHMENTS

Check if included at the time of execution of this supplemental agreement.

☒ Attachment A – Friends Organization Insurance Policies (related to use of Service property)

**Bylaws of
Friends of the Arthur R. Marshall Loxahatchee National Wildlife Refuge**

Article I – Name and Location

The Corporation known as the Friends of the Arthur R. Marshall Loxahatchee National Wildlife Refuge, Inc. (herein the “Friends of the Loxahatchee Refuge” or “Corporation”), formerly known as the Loxahatchee Natural History Association, Inc., has its principal office located in Palm Beach County, Florida.

Article II – Purpose

The Corporation exists for the purposes of supporting the Arthur R. Marshall Loxahatchee National Wildlife Refuge (herein the “Refuge”) and promoting a better understanding of the natural history and environment of South Florida, the Everglades and, in particular, the Refuge. In this connection, the Corporation (herein the “Friends of the Loxahatchee Refuge”) shall enter into and maintain such agreements with the U.S. Fish and Wildlife Service (herein the “Service”) in order to:

1. Produce and make available to Refuge visitors, by sales or free distribution, suitable interpretive and educational materials such as books, pamphlets, posters, slides, photographs, maps and other items of interest, to increase the visitors’ understanding of natural history and their environment.
2. Acquire books, films, recordings and other materials for use in interpretive programs which may be donated to the Service, and to assist the Service in carrying out such programs as may be mutually agreeable.
3. Promote public awareness of the needs of the Refuge and the Service through advocacy and fundraising.
4. Notwithstanding any other provision of these Articles, the Corporation shall engage solely and exclusively in charitable and educational activities within the meaning of section 501c3 of the Internal Revenue Code of 1954.

Article III – Membership

1. Any individual or organization approving of the objectives of the Friends of the Loxahatchee Refuge and willing to assist in its activities shall be eligible for membership.
2. Classes of annual membership shall be determined by the Board of Directors. The Board may also from time to time elect continuing Honorary Members.
3. The Board shall establish the dues for each class of membership. Initial membership shall become effective on receipt of membership application and payment of dues.
4. Only members in good standing shall be eligible to participate or vote at membership meetings or to serve in any of the Corporation’s elective positions. Members in default of dues payment for more than six months shall be deemed members no longer and dropped from the membership rolls.

5. Each member shall have one vote, except when several members share one membership in a category, in which case they shall collectively have one vote.

Article IV – Meetings

1. The annual meeting of the Corporation shall be held in January at a date, time and place to be designated by the Board of Directors. Written notice of the meeting shall be provided to the members at least 30 days prior to the meeting.
2. A special meeting of the membership may be called by the Board of Directors with at least 10 days' written notice to members, stating the purpose of the meeting. Special membership meetings shall be called by the Board of Directors on the written request of at least 10 members, stating the purpose of such meeting. Ten days' written notice of such meeting, stating the purpose, shall be given to the membership.
3. Whenever this Article or the Bylaws are silent as to the governance of any Board or membership meeting, Robert's Rules of Order shall apply.

Article V – Board of Directors

1. The Board of Directors shall consist of not less than 12 elected members nor more than 15 elected members. Elected members must be members in good standing by payment of standard membership dues to the Friends of the Loxahatchee Refuge. At each annual meeting one-third of the Directors shall be elected to serve a 3-year term.
2. Duties of the Board of Directors shall be:
 - a. To establish and maintain the general policies by which the Corporation may fulfill its mission and to provide such guidance and direction to the corporate officers as it deems appropriate.
 - b. To exercise general oversight of and responsibility for the property, assets and business of the Corporation.
 - c. To appoint an independent auditor who is not a member of the Board of Directors to review the corporate accounts and to prepare a report for the annual membership meeting. A copy of the report shall be filed in the permanent records of the Corporation. The financial reporting of and by the Corporation and its auditor shall conform to any agreement which Friends of the Loxahatchee Refuge may have with the U.S. Fish and Wildlife Service. In accordance with the Refuge Cooperative Agreement with the U.S. Fish and Wildlife Service, an audit, not a review, will be required if the Corporation's sales exceed \$200,000 in any given fiscal year.
 - d. To fill vacancies on the Board of Directors until the next annual meeting.
3. The Board of Directors shall meet at least quarterly each year or as mutually agreed by the Board members. A majority of the Board members shall constitute a quorum. Special meetings of the Board may be called by any three members of the Board when deemed necessary, with adequate notice to the other Board members. Affirmative agreement of a

majority of Board members by phone or other personal contact may also constitute Board approval, with the item approved to be suitably described and recorded in the form of minutes of the special meeting or discussion.

Article VI – Officers and Duties

1. Officers

The officers of the Corporation shall consist of a President, a Vice President, a Secretary and a Treasurer, who shall be elected by the Board of Directors at a meeting to be held as soon as practicable after the annual membership meeting. Officers shall serve until the next annual meeting or until their successors are chosen. A vacancy in any office should be filled at the next Board meeting after the vacancy has occurred.

2. Duties of the President:

- a. Preside at all meetings of the membership and Board of Directors.
- b. Assign specific responsibilities to other Board members as he/she may choose.
- c. Carry out any additional duties designated by the Board of Directors or usual to that office.

3. Duties of the Vice President:

- a. Assume the duties of the President in his/her absence.
- b. Act as an aide to the President.
- c. Carry out any additional duties designated by the Board of Directors or usual to that office.

4. Duties of the Secretary:

- a. Keep a written record of the proceedings of meetings of the Corporation and Board of Directors.
- b. Be responsible for handling and reporting correspondence.
- c. Be responsible for sending notices of the annual meeting or special membership meetings.
- d. Carry out any additional duties designated by the Board of Directors or usual to that office.

5. Duties of the Treasurer:

- a. To receive and be custodian of all monies of the Corporation and to deposit or supervise the same at least biweekly in such bank as the Board may select, except for such cash on hand as may be necessary to carry on the Corporation business.
- b. To report on the accounts at all regular Board meetings and at the annual membership meeting.
- c. To make the financial records readily available to the outside auditor, and to cooperate with such auditor in the performance of his/her audit.

- d. To approve and pay expenditures for the normal conduct of business, including:
 - 1) Administrative costs such as insurance bills, cash register expenses, accountant charges, license and credit card fees
 - 2) Office supplies
 - 3) Store inventory bills

In his/her absence the President or Vice President may pay such expenses and report them to the Board of Directors at the next Board meeting.

Expenditures for material to be donated to the Refuge and any single expenditure greater than \$500 for other than the normal conduct of business as itemized above shall be authorized by the Board of Directors or, in the case of great urgency, countersigned by the President or Vice President and justified at the next Board meeting.

- e. Carry out any additional duties designated by the Board of Directors or usual to that office.

Article VII – Committees

1. Nominating Committee:

- a. A nominating committee chair, who shall be a Director of the Corporation, shall be appointed annually, not less than 90 days prior to the annual membership meeting, by the President and approved by the Board. The committee chair shall appoint two other members for the committee, only one of which may be a Director; the other shall be a member of the Corporation.
- b. The nominating committee shall present to the annual meeting its recommendations for the number of Directors to be elected at that meeting. Nominations may also be made from the floor of the meeting, with the prior consent of the person being nominated. The committee will present names of nominees to the Board whenever a vacancy exists.

2. Membership Committee:

- a. A membership committee chair shall be appointed annually by the President, and approved by the Board, at the first board meeting held after the annual membership meeting.
- b. The committee chair shall appoint other members of the Corporation to assist him/her.
- c. The committee chair shall be responsible for keeping the membership rolls, recruiting new members and revising any membership brochures or literature.

3. Other Committees:

- a. New standing or ad hoc committees shall be created as deemed necessary by the Board.
- b. The committee chair shall be appointed by the President.
- c. The committee chair shall appoint other members of the Corporation to assist him/her.
- d. The committee chair shall be responsible for reporting the activities of the committee to the Board.

Article VIII – Amendments

These Bylaws may be amended at the annual meeting, or at a special meeting called for the purpose, by a majority of those members present and voting, provided that the members shall have received the proposed amendment in writing at least 30 days prior to such meeting. Information published in the Corporation newsletter shall be considered official written notice.

Any amendment submitted to the Secretary in writing and signed by at least three members shall be considered.



Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8015711947C-8	08/09/2011	08/31/2016	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

FRIENDS OF THE ARTHUR R MARSHALL
LOXAHATCHEE NATIONAL WILDLIFE REFUGE INC
10216 LEE RD
BOYNTON BEACH FL 33473-4797

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Certificate of Registration

DR-11
R. 10/12

Issued Pursuant to Chapter 212, Florida Statutes

60-8012103596-9	03/08/82
Certificate Number	Registration Effective Date

This certifies that

FRIENDS OF THE ARTHUR R MARSHALL LOXAHAT
RR 1 BOX 278
BOYNTON BEACH FL 33437-9801

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

POST THIS CERTIFICATE IN A CONSPICUOUS PLACE

Date: June 18, 2003

Friends of the Arthur R. Marshall Loxahatchee
National Wildlife Refuge, Inc.
10216 Lee Rd.
Boynton Beach, FL 33437-4797

P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:

Brenda Fox 31-07209

Customer Service Representative

Toll Free Telephone Number:

8:00 a.m. to 6:30 p.m. EST

877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

59-2152926

Dear Sir or Madam:

This is in response to the amendment to your organization's Articles of Incorporation filed with the state on April 17, 2003. We have updated our records to reflect the name change as indicated above.

Our records indicate that a determination letter issued in October 1982 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(2).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Friends of the Arthur R. Marshall Loxahatchee National Wildlife Refuge, Inc.
59-2 52926

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

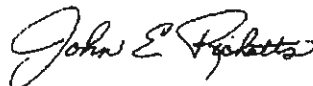
Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,



John E. Ricketts, Director, TE/GE
Customer Account Services



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Philadelphia Indemnity Insurance Company
COMMON POLICY DECLARATIONS

Policy Number: PHSD990967

Named Insured and Mailing Address:

Friends of the Arthur R Marshall Loxahat
PO Box 6777
Delray Beach, FL 33482-6777

Producer: 952

MAURY DONNELLY & PARR, INC.
24 Commerce Street
BALTIMORE, MD 21202

Policy Period From: 11/01/2014 **To:** 11/01/2015

at 12:01 A.M. Standard Time at your mailing
address shown above.

Business Description: Non-Profit Organization

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS
INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	
Businessowners	
Workers Compensation	
Flexi Plus Five	891.44

	Total	\$	891.44
Total Includes Fees and Surcharges (See Schedule Attached)			11.44

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE
Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (01/07)

Countersignature Date

Authorized Representative

Philadelphia Indemnity Insurance Company

Form Schedule – Policy

Policy Number: PHSD990967

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
Recurring Payment Flyer	1212	Recurring Payment Flyer
CSNotice-1	0813	Making Things Easier
BJP-190-1	1298	Commercial Lines Policy Jacket
LAH-Notice	0813	Policyholder Notice (Loss Assistance Hotline)
PI-Notice	0400	Florida Complaint Notice
PP0713	0713	Privacy Policy Notice
CPD-PIIC	0107	Common Policy Declarations
Fees and Surcharge Schedule	0110	Fees and Surcharge Schedule
IL0985	0108	Disclosure Pursuant to Terrorism Risk Ins Act of 2002

Philadelphia Indemnity Insurance Company

Fees and Surcharge Schedule

Policy Number: **PHSD990967**

Policy Term Effective Date: **11/01/2014**

Policy Term Expiration Date: **11/01/2015**

Florida Hurricane Catastrophe Fund Assessment 2011

\$

11.44



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

FLEXIPLUS FIVE
NOT-FOR-PROFIT ORGANIZATION DIRECTORS & OFFICERS LIABILITY INSURANCE
EMPLOYMENT PRACTICES LIABILITY INSURANCE
FIDUCIARY LIABILITY INSURANCE
WORKPLACE VIOLENCE INSURANCE
INTERNET LIABILITY INSURANCE

Philadelphia Indemnity Insurance Company

Policy Number: PHSD990967

DECLARATIONS

NOTICE: EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THIS POLICY IS WRITTEN ON A CLAIMS MADE BASIS AND COVERS ONLY THOSE CLAIMS FIRST MADE DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. THE AMOUNTS INCURRED FOR DEFENSE COST SHALL BE APPLIED AGAINST THE RETENTION.

Item 1. Parent Organization and Address:
Friends of the Arthur R Marshall Loxahat
PO Box 6777
Delray Beach, FL 33482-6777

Internet Address: www.

Item 2. Policy Period: From: 11/01/2014 To: 11/01/2015
(12:01 A.M. local time at the address shown in Item 1.)

Item 3. Limits of Liability:

(A)	Part 1, D&O Liability:	\$	1,000,000	each Policy Period.
(B)	Part 2, Employment Practices:	\$		each Policy Period.
(C)	Part 3, Fiduciary Liability:	\$		each Policy Period.
(D)	Part 4, Workplace Violence:	\$		each Policy Period.
(E)	Part 5, Internet Liability:	\$		each Policy Period.
(F)	Aggregate, All Parts:	\$	1,000,000	each Policy Period.

Item 4. Retention:

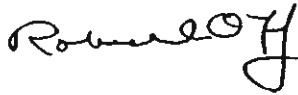
(A)	Part 1, D&O Liability:	\$	2,500	for each Claim under Insuring Agreement B & C.
(B)	Part 2, Employment Practices:	\$		for each Claim.
(C)	Part 3, Fiduciary Liability:	\$		for each Claim.
(D)	Part 4, Workplace Violence:	\$		for each Workplace Violence Act.
(E)	Part 5, Internet Liability:	\$		for each Claim.

Item 5. Prior and Pending Date: Part 1 11/01/2014 Part 2 No Date Applies Part 3 No Date Applies
Part 4 No Date Applies Part 5 No Date Applies

Item 6.	Premium:	Part 1	\$	880.00	Part 2	Part 3
		Part 4			Part 5	
	State Surcharge/Tax:	\$	11.44		Total Premium:	\$ 891.44

Item 7. Endorsements: PER SCHEDULE ATTACHED

In witness whereof, the Insurer issuing this Policy has caused this Policy to be signed by its authorized officers, but it shall not be valid unless also signed by the duly authorized representative of the Insurer.



Authorized Representative

Countersignature

Countersignature Date

Philadelphia Indemnity Insurance Company

Form Schedule – Flexi Plus Five

Policy Number: PHSD990967

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
PI-NPD-1	0102	FlexiPlus Five Declarations Page
PI-BELL-1 FL	0410	Bell Endorsement
PI-CME-1	1009	Crisis Management Enhancement Endorsement
PI-NPD-2	0102	Flexi Plus Five Coverage Form
PI-NPD-24	0102	Prior Acts Exclusion
PI-NPD-25	0102	Professional Services Exclusion(Supervision Carve-Out)
PI-NPD-52	1203	Amendment of Exclusions
PI-NPD-82 FL	1205	Pro-Pak Elite Enhancement
FL - Notice	0301	Important Notice
PI-NPD-FL-1	0802	Florida Amendatory Endorsement
PI-SLD-001	0108	Cap on Losses from Certified Acts of Terrorism

Friends Project Approval Form

Date project sheet prepared:

Revised:

Prepared by:

Project location:

Title of project:

Project Lead:

Approved by: Refuge:
Friends:

Date of final approval:

Project date:

Project Description:

Objectives:

Methods:

Refuge Responsibilities:

Friends Responsibilities:

Future plans:

Budget:

Project schedule: The following schedule is tentative.

Date	Activity

Attach maps or other supporting documentation.