

**Charter of
Friends of Badfish Creek Watershed (FBCW)
a CHAPTER of
Rock River Coalition, Inc. (RRC)**

Purpose

Friends of Badfish Creek Watershed (hereinafter "FBCW" or "CHAPTER") is hereby accepted as a chapter of the RRC. Although FBCW will have its own purpose, goals and programs, it shall follow the overall mission of the RRC, its By-Laws, policies and all conditions of this Charter.

Relationship

The RRC Board hereby approves the detailed action plan for the CHAPTER attached hereto as Exhibit A and as may be amended from time to time upon approval of the RRC Board (the "Chapter Plan").

The RRC Board must approve any significant modification to the Chapter Plan including changes to approved project or new initiatives. This is not only to protect the RRC, but also the members of FBCW, to insure that it has the resources and abilities to complete ongoing projects as well as to initiate new ones.

The FBCW does not need to obtain approval from the RRC Board for details of accepted action plans set forth in the Chapter Plan. The expectation is for FBCW to manage its own activities and conduct due diligence in all matters related to the activity especially addressing all fiscal, safety and liability concerns.

Quarterly written updates on activities shall be provided to the RRC Board by FBCW. In addition, at least once a year, a representative of the FBCW shall attend a RRC Board meeting to provide a personal update on CHAPTER activities. When a new program is being planned the FBCW must discuss this with their RRC Board Representative, currently Suzanne Wade and Ken Wiesner, who may choose to include the RRC President in the discussions. A decision will be made by the RRC Board Representatives as to whether they can present the change to the RRC Board or Executive Committee for approval, or whether a FBCW member needs to attend a RRC Board meeting to discuss the change.

Governance

The CHAPTER shall be governed by this Charter and the provisions set forth in Article VI of the RRC Bylaws. At a minimum the Chapter shall have a Chair and a Treasurer (fiscal designee) as officers. All officers of the CHAPTER shall be members of the RRC. CHAPTER Officers are not authorized to represent or act on behalf of the RRC.

The CHAPTER shall maintain its own individual identity as an RRC CHAPTER. The CHAPTER shall represent itself to its members and the public as a distinct organization supporting the philosophy and policies of the RRC. In no event shall the CHAPTER take any action or engage in any activity which would in any way jeopardize the tax exempt status of the RRC.

In addition, the CHAPTER agrees that it shall operate and conduct its business affairs in accordance with the established policies of the RRC, as set forth in the Bylaws, this Charter and other documents that may be adopted by the RRC. RRC shall have the right at any time to amend, change or add to such policies at its sole discretion. The CHAPTER shall have the opportunity to review and comment on any proposed policy changes prior to approval by the RRC Board. Upon Board approval, such changes shall be promptly provided to the CHAPTER and the CHAPTER shall then be bound thereby.

Financial

The CHAPTER shall be self funded. Funds shall be generated through CHAPTER programs, services and activities. The RRC will provide a no interest loan of \$500 to the CHAPTER, at its inception, with a one year payback, which can be extended upon request by the CHAPTER. This loan to be documented with a Loan Agreement.

When any person becomes a RRC member, and indicates that they are a member of the FBCW, 25% of their membership dues will be designated to a FBCW fund (the "FBCW Fund").

Any donations that the FBCW receives shall be made out to the RRC and designated for FBCW use in the memo or other written attachments. These donations will be encumbered for the FBCW's use and credited to the FBCW Fund.

The FBCW Fund will be charged for the actual costs that the RRC incurs to support the CHAPTER and its activities. The amount of this charge will depend on the time the RRC administrative assistant takes to record the gift, send out a thank you, communicate with the group about the gift, include it in monthly reports and in the annual report. Additionally, reasonable amounts for insurance, website, bookkeeping, taxes and other incidental costs will be deducted from the FBCW Fund.

The RRC will pay invoices for FBCW. The invoices can be emailed, mailed or faxed to the RRC's administrative assistant. The invoices should clearly state the purpose of the expense, or have an accompanying explanation.

All expenses must follow the RRC's policy for reimbursement (i.e. meal rates, mileage). The FBCW will identify one person who the RRC Administrative Assistant can contact for questions about fiscal matters.

For items without an invoice, the FBCW members shall pay for the item/service and submit a request for reimbursement with attached receipt to the RRC Administrative Assistant. The FBCW shall insure that there are sufficient funds to cover these costs.

The RRC will send a notice of income and expenses to the FBCW designee at the time of their board meetings (generally every 4-6 weeks).

Grants

The RRC Board must pass a resolution for any grant applications made by the FBCW and each grant application must be signed by the RRC President. FBCW can not enter into any contract on its own, all contracts must first be approved by the RRC Board.

Grants obtained by FBCW need to include costs for RRC administration. This shall be discussed and worked out between the RRC Board and the FBCW in advance. The RRC will provide assistance in reviewing grants and developing the original program plan, but will not write the grants. Particular care in planning must be taken by the FBCW with reimbursement grants to insure funds are available. With these grants, FBCW must first do the work, pay for the work and only then ask for reimbursement from the granting entity.

The FBCW will be responsible for managing all grants, including insuring that costs are kept in budget, that matches are received or in-kind contributions are documented. The CHAPTER will also be responsible for insuring that all invoices are sent to the RRC, which will pay them from the grant proceeds. The CHAPTER will also be responsible for interim and final reports, a copy of which they will provide to the RRC in both electronic and hard copy.

Care in planning the budget and in implementing the program needs to be taken to insure that at the end of the grant all expenses are paid for out of the grant. The RRC does not have funds to cover cost overruns.

Letters of Support/Lobbying:

Letters of support may be written by FBCW for approved projects in the Chapter Plan. Any letters of support of a political nature must be approved in advance by the RRC Board or the RRC President, in accordance with RRC policies. No other letters of support require approval by the RRC Board or the RRC President, but copies must first be emailed to the RRC Board Representative and the RRC President.

For example,

1) If you are engaged in a rain garden program, which has been approved by the RRC Board, and a local school asks you to write a letter of support for a grant to complete the rain garden, you can go ahead and write the letter without prior approval; sending a copy to the RRC President and to your Board representative. If you want the RRC President's signature on the letter, it must be emailed to him/her in advance.

2) If the local planning department was considering a new development and the FBCW wanted to object to some aspect of it, this would be a political statement and prior approval must be acquired from the RRC Board or the RRC President.. This does not stop FBCW members in any way from writing their own personal statements, but those statements cannot imply RRC approval.

Membership Brochures

The RRC will provide membership brochures to the FBCW, for which they can add an insert about their activities.

The RRC will include text in the RRC membership brochure explaining about chapters, and how funds will be distributed from their membership/donations to the chapters.

The RRC will also include a box to check on the membership form for the FBCW.

Liability

Our liability insurance will cover the activities of the FBCW, if the activity has been sanctioned by the RRC, and all due diligence is being taken.

This will not cover negligence. All activities, especially events such as work parties or trips/tours, need to follow standard safety guidelines, with appropriate instruction and oversight.

The FBCW will use RRC liability forms, modified for their activities, and will retain original signed copies for one year following the event.

Newsletters

Those individuals/organizations that become dues paying members of the RRC will receive member benefits including newsletters and discounts for events. The RRC will provide FBCW with extra newsletters for their distribution to non-paying members.

Website

As a CHAPTER of the RRC, FBCW will have the ability to develop a webpage on the RRC website. It is the FBCW's responsibility to develop the site and to send updates to the webmaster. We will pursue a password access program to allow FBCW to edit its own site, but currently that is not an option.

If FBCW retains the geocities site, FBCW will need to cover all fees related thereto out of the FBCW Fund.

Partnering with other groups

The RRC encourages collaboration and as long as the reason fits the RRC mission and philosophy, the CHAPTER may form partnerships for their activities.

The RRC encourages the FBCW to partner with others on projects, especially if the other group provides resources or expertise not available through the FBCW or the RRC,

The FBCW must use judgement and ask the opinion of the RRC Board Representative if the partner is one with strong advocacy reputations or has a history of civil disobedience, or inflammatory practices that may harm the reputation of the RRC.

FBCW may not partner with groups that are on record as discriminating against any protected class.

The RRC has worked hard to form positive relationships with agriculture, businesses, elected officials and agency staff: care needs to be taken not to jeopardize this reputation.

Dissolution

This charter can be revoked by the RRC at any time by a two-thirds vote of the RRC Board.

This charter can be revoked by the FBCW at any time by a two-thirds vote of the RRC paying members of the FBCW.

A committee of at least two RRC Board members and two FBCW members will be named to work through all details of the dissolution of the FBCW, including status and expected conclusion of outstanding invoices, bills or other commitments.

Within 60 days of this dissolution, a final accounting of funds by the RRC will be provided to the FBCW.

Any balance will be distributed in the following manner or in any other manner agreed upon by the dissolution committee and the RRC Board that is in accordance with the RRC By-laws:

FBCW incorporates as a non-profit

The CHAPTER may take and be solely responsible for taking any steps necessary to obtain and maintain a corporate status including filing Articles of Incorporation or the equivalent.

If FBCW incorporates as a non-profit with a mission compatible with the RRC Mission, then all unencumbered moneys in the FBCW Fund will be deposited in a bank account of the FBCW's choosing.

If FBCW incorporates but the RRC Board determines that its mission is not compatible with the RRC Mission, then all non-encumbered funds, less the 25% RRC membership dues previously designated for FBCW use, for both the current year and the previous year, will be deposited in a bank account of the FBCW's choosing.

The FBCW must get letters of approval from granting entities for the transfer of any funds from the RRC to the FBCW for encumbered funds, otherwise the RRC will continue to manage these funds.

The FBCW must publish in area newspapers a notice that the RRC is no longer liable for any expenses incurred by the FBCW.

FBCW ceases to exist

If the FBCW formally states that it will cease functioning, it can request that all funds, less RRC membership dues, for both the current year and the previous year, previously designated for FBCW use and encumbered funds, be distributed to an organization or

organizations, functioning within the area of the Badfish Creek Watershed, with a mission compatible with the RRC and, which is/are dedicated to charitable purposes, provided that the organization continues to be dedicated to the exempt purposes as specified in Internal Revenue Code Section 501(c) and the Regulations thereunder (or the corresponding provision or regulations of any future Internal Revenue Law of the United States.)

If the RRC Board determines that the FBCW is no longer functional due to at least six months of inactivity, the RRC shall send a letter to the FBCW chair stating that they are moving to dissolve the CHAPTER. The FBCW has 30 days to reply with a renewed action plan. After 30 days, if there has been no contact to develop a dissolution committee or an action plan, the RRC will formally publish a notice in the newspapers announcing that they will no longer be liable for any new debts by the FBCW. All existing FBCW funds will become the property of the RRC and approved liabilities will become the responsibility of the RRC Board.

Modifications to Charter

This Charter may only be modified upon written approval of the RRC Board.

Miscellaneous

The CHAPTER may not assign any of its rights or obligations under this Charter without first obtaining the written consent of the RRC.

This Charter and the Exhibit attached hereto was approved by the RRC Board on May 8, 2008.

Signed: _____ Date _____
RRC President

Signed: _____ Date _____
FBCW Chair or Designee