

AFFILIATION AGREEMENT

THIS AGREEMENT IS BETWEEN THE REDWOOD COAST WATERSHEDS ALLIANCE (RCWA) and the

_____,
A nonprofit public interest group (the “Association”) working to protect the watershed area known as the _____,
County of _____, State of _____.

LET IT BE KNOWN THAT on this _____ (date), the Redwood Coast Watersheds Alliance (RCWA), a non-profit California Public Benefit Corporation, which is tax-exempt under California Revenue and Taxation Code 23701d and Internal Revenue Code 501 c (3), hereby charters the Association as one of its affiliated watershed groups under the authority of Article 9, Sec. 9.4 of the RCWA Bylaws.

THE TERMS OF THIS AFFILIATION SHALL BE AS SET FORTH IN THIS AGREEMENT, which shall also serve as a contract between RCWA and the Association. RCWA and the Association hereby agree as follows:

Self-governance. The Association shall remain a largely self-governing independent organization, except as subject to this Agreement. Other than as set forth in this Agreement, neither RCWA nor its officers nor Directors shall have the power to supervise, direct or control the internal affairs of the Association.

Internal Structure of the Association:

The Association shall consist of a Steering Committee or Board of Directors consisting of citizens, a majority of whom resides in the specified watershed(s). After the initial Steering Committee is formed, the Steering Committee will establish decision-making procedures that are democratic in nature and that generally reflect the procedures and goals described in the RCWA Bylaws.

The Steering Committee will elect or appoint a Treasurer whose activities are subject to the oversight of the Steering Committee. The Association’s Treasurer will be responsible for keeping the Association’s financial records in good order, and for providing those records to the RCWA Treasurer as per Section 3 of this Agreement.

The Steering Committee will also elect or appoint a Representative to sit as its “Representative Director” on the RCWA Board of Directors for a term of one (1) year to represent the Association, attend RCWA Board meetings and present the Association’s reports. It is strongly recommended that the Association also elect or appoint an Alternate Representative to attend RCWA Board meetings if the Representative Director cannot attend.

The Association will have one vote on the RCWA Board of Directors.

The Steering Committee will decide whether or not the Association will form a Board of Directors, write its own Bylaws, and/or establish a voting membership.

Funds Received and Disbursed:

The Association will maintain its own bank account(s) under its Own name to receive, hold and disburse its own funds. Funds deposited directly into the Association’s account(s) shall be under its sole control and subject to its sole authority, provided that the Association adheres to all local, state and federal laws for tax-exempt, non-profit corporations, and provided that the Association follows all financial reporting procedures that are required by the RCWA Board of Directors or the RCWA Treasurer.

Funds, including private foundation monies, that may be received through RCWA for the Association’s programs shall be deposited into a RCWA earmarked account and will then be held in Trust by RCWA to be used for the benefit of the Association, or may be disbursed to the Association, as per agreement among the Association, the donor and RCWA.

RCWA will have the right to supervise all funds that are received, held and disbursed by the Association with respect to the requirements of local, state and federal laws for tax-exempt non-profit corporations, and will have the right to require accountings for the receipt, holding and disbursement of all Association funds.

The Association agrees to pay the accountant’s fees that are set by The RCWA Board of Directors, as per arrangement with a Certified Public Accountant (CPA), for the handling of the Association’s financial records.

The Association will be responsible for keeping a current financial accounting of all of its funds, and for preparing reports as required by the RCWA Board of Directors or the RCWA Treasurer.

The Association will be solely responsible for the payment of any taxes due upon its own funds, as determined by the RCWA Treasurer in consultation with RCWA's CPA.

The Association has the right to provide any of its donors with a receipt for donations indicating that the donations are tax-deductible as provided for by law, using the name Redwood Coast Watersheds Alliance, and providing the RCWA Employer Identification Number: 68-0207591 (if requested).

RCWA Bylaws Provisions Adopted by the Association: The Association hereby agrees to abide by and adopts the provisions of Sections 7.1 (b), 9.4 and 9.5 of the RCWA Bylaws as they relate to affiliated watershed groups of RCWA.

Incorporation of the Association. If the Association chooses to separately incorporate as a nonprofit public benefit organization at some future time, and provided that the new corporation is merely a continuation of the previously unincorporated Association, this Agreement will continue in full force and effect, until such time as the two parties agree in writing to amend or to terminate the Agreement.

Term of the Agreement. This Agreement and affiliation shall continue in full force and effect indefinitely until terminated by either party by written notice. Upon termination, any funds and property held by the Association or held in Trust by RCWA for the Association will be disposed of, in accordance with local, state and federal law for tax-exempt nonprofit corporations, by a majority vote of the RCWA Board of Directors (see RCWA Bylaws, Sec. 5.0 Dedication of Assets).

Membership Affiliation Fees: RCWA may charge the Association an annual fee as reasonably required to help defray its expenses and activities on behalf of the Association, and as per RCWA Board resolution.

Amendments: In order to maintain flexibility and a good working relationship, the parties may wish from time to time to amend or modify this Agreement. Any amendments to this Agreement must be made by both parties in writing. Written amendments will reference this Agreement and be attached to it. Any waiver of the

Agreement's provisions in a specific instance will not in itself constitute a permanent waiver or an amendment.

HAVING READ AND UNDERSTOOD THIS AGREEMENT, THE RCWA AND THE ASSOCIATION AGREE TO BE BOUND BY AND TO ABIDE BY ITS TERMS, AS EVIDENCED BY THE AUTHORIZED SIGNATURES BELOW:

REDWOOD COAST WATERSHEDS ALLIANCE

Print name of authorized signer

Print title of authorized signer

Authorized signature for the RCWA

Date

Print name of the Association

Print title of authorized signer

Authorized signature for the Association

Date