

**SUPPORTING ORGANIZATION AGREEMENT**

**between the**

**FLINT RIVER WATERSHED COALITION**

**and the**

**GENESEE COUNTY PARKS AND RECREATION COMMISSION**

This Supporting Organization Agreement (SOA) is entered into on \_\_\_\_\_, to establish a collaborative working relationship, and clarify roles and responsibilities, between the Flint River Watershed Coalition (FRWC), and the Genesee County Parks and Recreation Commission (GCPRC), under which the GCPRC will operate the current programs of the FRWC as a program of the County Parks and Recreation Commission (GCPRC) (the FRWC and GCPRC referred to as the "Parties").

**Background and Purpose**

As the leading community-based program for clean water resources, the mission of the FRWC has been partnering to protect, promote, and improve the Flint River Watershed. The mission of the GCPRC is to provide quality recreational opportunities for everyone and the preservation of natural resources.

As a result of the collaboration of the Parties under this SOA, the FRWC will be able to continue to provide positive synergy and enhance both the GCPRC's and FRWC's missions through:

- Recreational programming such as Kayak Flint and the Flotilla event
- Promoting the preservation of natural resources through educational programs such as GREEN, YELC, and Benthic Monitoring.
- Increase cross-collaboration with Genesee County Parks and Recreation divisions through projects that positively impact the community, such as Stewardship Day and Love My City Month.

The following strategic objectives will serve to guide the Parties' employees, volunteers, stakeholders, and overall direction in the development of Watershed programming that furthers their shared vision:

- **Ecosystem Health** – seek to achieve, maintain, and improve water quality and aquatic/terrestrial habitat necessary for fishable, swimmable waters.
- **Community Health** – enable a vibrant river corridor with active and passive spaces that enrich the quality of life for all the area's residents, businesses, and visitors.

- **Economic Health** – work to promote the Flint River watershed as a destination for people to live, work, and play while working with new and existing business to incorporate sustainable development practices and green infrastructure.
- **Education and Recreation** – improve the public's understanding of and connection to their river and watershed through both passive and active recreational and educational opportunities.

### **IMPLEMENTATION OF THIS SOA**

FRWC is a Michigan non-profit corporation, tax-exempt under Internal Revenue Code Sec. 501(c)(3) as an operating organization. The Parties shall reasonably cooperate in the assignment and transfer of the FRWC's current operations to the GCPRC, to be completed on or before the Transfer Effective Date.

In connection with this SOA, the FRWC shall change its name to "Friends of the Flint River Watershed" and shall reasonably amend its organizational documents in order for it to operate as a Sec. 501(c)(3) organization, classified as a supporting organization for the GCPRC under Sec. 509(a)(3), and shall apply to the Internal Revenue Service for recognition of that change in status. The GCPRC, shall have the right to use the name "Flint River Watershed" moving forward under this SOA.

The Director of the GCPRC, or his/her designee, shall have the right to serve as a non-voting Director on the Board of Directors of the newly restructured supporting organization.

The tangible personal property of the FRWC, including kayaks, canoes, paddles, equipment, trucks, trailers, office furniture, and equipment shall transfer to the GCPRC on or before the completion of the transfer of the programs of the FRWC to the GCPRC , without further action of the Parties; provided, the Parties shall reasonably cooperate in providing bills of sale, assignments, or other written documentation reasonably necessary or required to effect or evidence such transfers.

The FRWC will work with the GCPRC to establish and fill staff positions; GCPRC shall have the right, but not the obligation, to employ the persons who are employed by the FRWC.

The Parties shall reasonably cooperate in the assignment or transfer to the GCPRC, of any grants or other programs that are currently being operated or administered by the FRWC. Funds held by the FRWC for any current grants or programs may continue to be held by the FRWC's newly restructured supporting organization as a fiduciary for the benefit of the GCRPC in carrying out the terms of this SOA. The FRWC's newly restructured supporting organization shall retain all such other funds currently in its possession, not held in a fiduciary capacity.

### **RESPONSIBILITIES OF THE "FRIENDS OF THE FLINT RIVER WATERSHED"**

- To act in an advisory and supporting capacity to the GCRPC staff regarding the strategic objectives and development of programs under this SOA.

- To acquire, and accept donations, gifts, grants, and other property, and to make gifts or grants to the GCPRC to assist in the development and programming under this SOA, including serving as a fiduciary for grants and funding as appropriate, with such assistance from the GCPRC in marketing or grant applications and reports as needed or appropriate.
- Complement GCPRC's activities through programs or activities in support of the activities of the GCPRC, including through activities of the FRWC's Friends of the Flint River Trail, Fli River Anglers, and Lapeer Region chapters, which may continue as committees of the Friends of the Flint River Watershed; and the Friends of the Flint River Watershed shall act as their fiduciaries for funds raised by or for use in supporting operations of the committees.
- To supply to the GCPRC annual reports and other disclosures as required by law or agreed upon by the Parties.

### **RESPONSIBILITIES OF GCPRC FRWC PROGRAM**

- The GCPRC, for the benefit of the Flint River Watershed, shall develop, operate, maintain, and administer programming and activities that advance the Parties' strategic objectives.
- The GCPRC shall reasonably inform the FRWC program staff and the Friends of the Flint River Watershed supporting organization of environmental and health concerns affecting the Watershed and the Watershed communities; and advise the Friends of the Flint River Watershed on best practices for communicating and raising public awareness around health and environmental concerns to the Watershed or the public's health in connection with strategic objectives of the program.

### **JOINT RESPONSIBILITIES**

- The Parties will work in tandem toward the joint mission to *protect, promote, and improve the Flint River Watershed*.
- Collaborate on long-term strategy and program development that advance the Parties' strategic objectives and initiatives.
- Develop a communication plan for engaging with stakeholders, partners, and the public/community.
- Develop and collaborate on a fund development plan to sustain and advance the Parties' organizations, missions, and programs.

### **BUILDING USE**

FRWC currently leases premises located at 630 W. Kearsley St., Flint, MI, from a third party. FRWC shall sublease, assign to, or otherwise permit the GCPRC to continue to use such premises, subject to the terms of the Lease, including the Landlord's written consent. The GCPRC shall be responsible for any utilities at the premises, and for all maintenance, repairs,

improvements, or other obligations of the tenant under the Lease, including satisfaction of any insurance obligations under the Lease

### **ADDRESSING ISSUES AND CONCERNS**

As with any SOA, there is an acknowledgment that instances may arise where a solution to resolve an issue is not addressed in this SOA. In such event, Party representatives shall come together to resolve the situation.

The failure of either Party to insist upon strict adherence to any terms of this Agreement shall not deprive that Party from the right to insist upon or enforce any subsequent breaches of or defaults under this SOA.

### **TERMS**

Upon execution of this SOA by both Parties, it shall be binding on the Parties and their successors and permitted assigns, in perpetuity, unless this agreement is terminated by GCPRC as set forth below. Actions remaining to be taken by the Parties to effectuate this SOA shall commence within four (4) months of approval and signature by the Parties. Upon any termination of the FRW program or this SOA, the GCPRC will retain all rights as the sole owner of the FRWC program. The current FRWC Board of Directors will restructure the FRWC as a supporting organization to the GCPRC FRW program

GCPRC may terminate this SOA upon thirty (30) days written notice to the FRWC, or its successor “Friends of the Flint River Watershed”.

### **AUTHORITY**

Upon execution of this SOA, neither Party shall have authority to enter into contracts on behalf of, or otherwise bind, the other Party, without the written consent and approval of the other Party; and in case of the Friends of the Flint River Watershed supporting organization, that consent and approval shall be given by its Board of Directors, or its Chairperson.

### **SEVERABILITY**

Should any provision of this SOA, including any addenda or amendment thereto, be found by a court or other tribunal of competent jurisdiction to be illegal or otherwise enforceable, such provision shall be severed from the remainder of the SOA, and shall not affect the enforceability of the remaining provisions of the SOA.

### **COMPLETE AGREEMENT**

This SOA contains the complete terms and conditions of the agreements between the Parties concerning its subject matter and may not be varied by other oral or written agreements or understandings of the Parties not incorporated into written amendments or modifications approved by the Parties.

**APPROVAL/SIGNATURES**

**GENESEE COUNTY PARKS AND RECREATION COMMISSION**

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Joe Krapohl, President

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Date

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Anne Figueroa, Secretary

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Date

**GENESEE COUNTY BOARD OF COMMISSIONERS**

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James Avery, Chairperson

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Date

**FLINT RIVER WATERSHED COALITION**

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Doug Schultz, Chair

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Date

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Darren Bagley, Secretary

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Date