

## **The IMBA Chapter Program**

Filing stacks of paper, stuffing envelopes, completing tax forms — the business side of running a mountain bike club requires a hefty dose of very dull work. Club leaders and volunteers typically start from scratch and create systems to suit their needs, with varying degrees of success. This has resulted in a sprawling network of IMBA clubs, with widespread inefficiencies that detract from our common goals.

The IMBA Chapter Program offers a solution. The program is based on a mutually beneficial approach to membership. By creating joint memberships, whereby each constituent becomes a member of IMBA and a local club, IMBA can lift the administrative burdens of running a mountain bike club. IMBA provides participating chapters with a suite of business services and customized software. We also present a comprehensive program of best practices, developed over the past 20 years by highly successful clubs. Our goal is to create a more efficient and effective grassroots network.

As a community and movement we have to make a choice. Do we continue with the status quo, whereby IMBA and local clubs sometimes compete for members and financial resources? Or do we share those resources and learn how to grow together? We believe that the second option is the best one.

## **What Is At Stake?**

By learning to work together in a unified fashion, the grassroots network of mountain bike clubs will benefit from pooled resources. We will speak with a stronger voice and achieve victories that are out of reach under our current configuration. A key goal is to emulate the efficiency of the best non-profit organizations in the world. Some of these groups have achieved enormous successes with fewer members than IMBA, simply because they have created strong chapter networks and used them well. It's time for mountain bikers to match, and exceed, those models.

Membership in IMBA's club network is generally stagnant. Our political advocacy is compromised because we are not the organized political force we should be. Therefore, we fail to advance our platform on key issues like:

- Public lands protection
- State and local open space decisions
- State Recreational Trail Programs
- Kids obesity and outdoor lifestyle development initiatives

This is the time to act. Elected officials and communities are paying more attention than ever to bicycling, due to health and transportation concerns. We need a national campaign that will increase the number of trails and mountain bikers

## **Why Do We Need to Do This?**

### #1. We Need More

We need more members. We need more powerful IMBA clubs. We need more trails!

### #2: We Need Less

We also need to lessen the administrative load for clubs. With IMBA's support, clubs will miss fewer opportunities due to overwhelmed officers and completing thankless tasks, such as completing tax forms or mailing membership renewal letters.

### #3 We Need To Be Better

Those who oppose mountain bike access to public trails often make better use of political connections and coordinate their efforts more effectively than we do. Chapter affiliation is a critical step to achieve unity and efficiency in our network.

## **How Will Your Organization Benefit?**

When IMBA relieves your club of day-to-day administrative tasks, your best people will be free to do the things they do best. Volunteers do not become involved with mountain bike advocacy to balance spreadsheets or fix databases. They would rather focus on tasks like:

- Hosting club events
- Advocating for more trails in your local area
- Organizing festivals, group rides, and races
- Building bike parks, trails, and trail features

Through IMBA's branding, influence, and scale of efficient operations we've created by applying technology to everything we do, IMBA will provide a host of tangible benefits.

- Efficient, inexpensive communications with members
- Database management for improved constituent relations
- Professionally designed membership and marketing materials
- Preferred status for Subaru/IMBA Trail Care Crew visits
- Professional consultation with IMBA's Trail Solutions team on trail projects

## **How Will IMBA Benefit?**

Let's begin by addressing three things IMBA does not want to result from this program:

- IMBA does not want to tell chapters how to act or what to do.
- IMBA does not want to cannibalize your members or funders.
- IMBA does not want to pillage your chapter's membership funds.

Success, in the simplest analysis, is having more great places to ride mountain bikes. IMBA's most likely path to success is to become a better resource for our chapters. We need for you to succeed if we are to succeed. We are better together.

## **What Are The Main Program Components?**

IMBA staff will turn the cranks of the membership services machine for participating chapters. We will conduct print and online campaigns for new membership acquisition and current membership renewals for your club members. We will also send membership and donation fulfillment packages — including thank-you letters, benefit offers, membership cards and premium products.

We provide email, phone and mail customer service support for your members, and bring professional graphic design services to all of your club materials, ensuring a professional IMBA/Chapter co-branding of joint communications and services.

In the technology arena, the Chapter Program offers an online, database-driven Constituency Relationship Manager (CRM). The CRM provides a comprehensive set of software tools for running a nonprofit club. From the web-based CRM interface, a club administrator may manage the contact information of individuals, families and organizations, organize those contacts with groups and tags, track memberships and contributions, run online email campaigns, and export contact and transaction information for offline communications and financial reporting.

### Services Provided By IMBA

- New member acquisition
- Current member renewals
- Membership thank-you letters and premium fulfillment
- Graphic design and integration services
- Full customer service

### Features of the CRM Tool

- Manage your database of individual, family, and organizational contacts
- Organize groups within your database
- Track interactions and sort their relationships
- Track memberships and donations
- Manage communications and email campaigns

### Additional Online Tools

- Online donation forms
- Online membership signup/renewal forms
- Member account self-service center
- Club account self-service center



### **How Can My Club Join the Program?**

IMBA is looking to partner with clubs that are tightly aligned with our core mission. We are looking for organizations that know what their goals are and have strong ideas about how to achieve them. We will partner with clubs that have effective leadership and boards that are in agreement with their club officers. The success stories these partnerships bring will make it easy for all of IMBA's clubs and patrols to get onboard with the chapter program.

### **What's the Next Step?**

Please contact your IMBA Regional Director about joining the Chapter Program.

You can also contact IMBA's Chapter Program administrator Jason Bertolacci at 303-545-9011 ext.120/[jason.bertolacci@imba.com](mailto:jason.bertolacci@imba.com).

## Frequently Asked Questions

1. Can my club see a copy of IMBA's bylaws for review and comparison?

Yes, IMBA's bylaws are public and available upon request. We also have model chapter bylaws that can be customized to some degree to accommodate local interests. An example can be found in this document.

2. What is the split with funds raised jointly, or if we do our own fundraising — for example, our races, skills clinics and other donations?

The chapter and IMBA will agree upon the split on a situational basis in the event of a joint fundraising effort. The chapter will keep all funds raised on its solo fundraising endeavors.

3. If we are awarded major grants, such as a six-figure Recreational Trails Grant, I presume we do not have to split these with IMBA.

That is correct.

4. What types of fundraising will we be asked to split with IMBA?

The only fundraising dollars that will be split between the chapter and IMBA are those that have been agreed upon as joint fundraising efforts by both IMBA and the chapter.

5. Will my club receive grants based on IMBA's fundraising with corporate partners?

IMBA does not directly fund or administer major grants to organizations. However, you do benefit indirectly from money that IMBA brings through fundraising and grants as that money goes into the programs that your organization uses. Team IMBA is the primary fundraiser whereby chapters can access matching funds as part of the Team IMBA challenge match program.

6. What are the advantages of being a chapter, other than the membership software?

- Increased ability for IMBA to offer support in all aspects of advocacy, club administration, trails development and more
- Enhanced professional staff capacity dedicated to local chapter programs via region director
- All local IMBA members in your area will become members of your organization — in many situations this step alone will more than double the membership for the chapter
- Fulfillment will be taken care of through IMBA's fulfillment services
- IMBA will be able to offer assistance in creating marketing tools, brochures and other branded items.
- Strengthened use of the IMBA brand, name and influence
- An enhanced political voice and a broader reach on advocacy issues
- Better connection to industry, land management agencies and other organizations

7. What is the split of membership dues?

For 2010, the split is 60% to IMBA and 40% to the chapter, with a view to allocating more of the dues to local clubs in the near future. The 60% allocated to IMBA covers the cost of assimilating and fulfilling the extensive membership programs, as well as maintaining national efforts that benefit all clubs. Again, IMBA expects to allocate a larger percentage of dues to chapters as efficiencies are reached in the administrative process through larger scale.

8. We are constantly making reimbursements for trail work, expenses. Are we still independent in our transactions and financing?

Yes, your club will maintain its own separate bank account and will be able to operate with financial independence within the bounds of IRS rules for 501(c)3 not for profit organization.

9. Is there any joint management with respect to our boards? Do we need to attend IMBA board meetings on a regular basis?

No, IMBA and clubs will maintain separate boards. Clubs will not be required to attend IMBA board meetings.

10. How much autonomy will the chapter retain?

Outside of IMBA the running of back-office membership process, clubs are free to govern and operate with complete autonomy as long as those operations are within the boundaries of local, state, and federal law, and fall under the mission shared by IMBA and clubs.

11. How much involvement with individual trails will IMBA take?

If our assistance is needed/requested, we will offer help through programs such as the Subaru/IMBA Trail Care Crews and IMBA Trail Solutions.

12. How much do we pay for insurance premiums, or are we covered under IMBA's policy?

Chapter and local events will require the chapter to have a separate policy. However, pending legal review IMBA's general liability and directors and officers liability may be extended to chapters.

13. What tools, specifically in the administrative sense, will we have access too? Volunteer hour inventories? Accounting? Membership management?

Membership management will be taken on by IMBA, but club leaders will have access to the same web-based administrative tools IMBA uses. Tools for emailing your club members are included. The administrative interface will also allow clubs to pull reports on membership and donation growth. Reporting to transfer financial transactions to accounting software will also be available. The chapter will still do accounting and inventory of volunteer hours.

14. How does the 501c3 part of the deal work? What sort of paperwork is involved there?

IMBA has received IRS approval for extending its 501c-3 status to local groups under the IRS Group Exemption provision. IMBA certifies to the IRS that the purposes of the local chapter are aligned with IMBA's "charitable" purposes. The IRS then acknowledges that contributions and membership dues given to the chapter are deductible by the individual making the contribution. The chapter will need to apply for and get an Employee Identification Number for the purposes of opening a chapter bank account.

15. Would the \$500 fee for this program remain as an un-cashed check until the merger is completed?

The check will be processed and deposited to IMBA once received.

16. In states where there are already umbrella organizations, should each club join on or should the state organization join, then filter that down to local clubs?

Each club should apply for the program separately. State coalitions of mountain bike clubs are encouraged for purposes of advocacy and advancing best practices.

17. What will our club name be?

Clubs who are happy with their name, keep their name — clubs that are not will have the perfect opportunity to re-brand.

18. How will this affect our website? Will chapter clubs be given website presence on the IMBA site?

Chapter clubs will maintain their own websites but will have a presence and links on the IMBA website. Dynamic pages for donation processing and member accounts will be served by IMBA servers.

19. What does IMBA do with its 60% split of dues?

We reinvest it into the administration of the program, technology, fees, etc. These expenses include the development of technology and business systems for the program, marketing material development, printing and postage expenses, fulfillment processing and shipping, premium product design and purchasing, and salaries related to the program. In addition, as is currently done, we apply the lion's share of the net revenue to nationwide programs for the development of new trails and protection and advocacy for maintaining existing trail access.

20. How do we decide on geographical boundaries? Can someone outside our area support our club?

Geographic boundaries, or territories, will be determined in consultation with IMBA Regional Directors and surrounding clubs. The geographical boundaries will be established by zip code. If someone from outside your area would like to join your club they most certainly can.

21. What is the tax deduction for swag for memberships? If you join for \$20 and you get socks, do you really only have a taxable donation of \$18 or is it the full \$20?

Generally, the tax-deductible portion of your donation is less the fair market value of gifts you receive. Please consult your tax advisor for additional information.

22. Will IMBA be able to take on the selling of club-branded merchandise, and remit the taxes? Not in the near term. This could be the case down the road but will not have the capacity for this for a few years.

23. What is the exact use clubs would obtain from IMBA for graphics?



IMBA's designer will develop logos and other graphics that recognize your chapter's partnership with IMBA. Your chapter would have final approval on the co-branding materials, and would have full use of the logos, etc.

24. It seems like IMBA sends out a lot of email. How will IMBA handle email volume when they are sending both club and IMBA emails?

Remember that not all contacts would receive all IMBA campaigns. For example a current member will not receive a lapsed or an acquisition campaign, they will simply receive a monthly renewal request (mail and/or email) once they begin to approach expiration date. IMBA's membership team is extremely sensitive to "spam" concerns and member fatigue. We are constantly monitoring our communications to strike a balance between effectiveness and overuse of all member lists.

IMBA also has an opt-in privacy policy. The question of frequency of email communications is a different matter and chapters can have some say in frequency as we perfect our national/regional/local communications. A monthly email or two from IMBA and the chapter does not seem too frequent and that is a likely scenario both now and in the future.

25. Renewal e-mails or mailings ... who chooses which path to take here?

IMBA would take over these tasks and drive both the content and frequency of the messages, with input from the club, of course. This is one of the main parts of membership-related services that we provide chapters. Here is an overview of our current communication campaigns:

- Members due to renew receive one monthly mailing and one monthly email.
- Lapsed members receive one quarterly mailing and one monthly email.
- Non-members acquired from the IMBA house file or lists obtained from partners may receive three direct mail acquisition campaigns in 2009.
- Members and contacts in the IMBA house file will receive three IMBA Fund solicitations in 2009 including a mailing and 3 or 4 emails spaced over a two-month period.

26. What would the actual material costs be for mailings and handouts, also who pays for postage?

IMBA pays for all membership efforts, including postage.

27. What are the exact costs of this program to IMBA? How much of the 60% goes into this program? Where does the rest go?

It is likely that after the cost of materials, which is paid by IMBA and deducted from our 60% share, the net revenue split would likely be even, or 50:50 between the chapter and IMBA. Said another way, we currently estimate that, on average, about 20 cents of each dollar goes to cover the costs of the membership operations which leaves 80 cents net to be shared 50:50 (or 40 cents each) between IMBA and the chapter.

28. Geographic regions, how are they defined?

They are defined by zip code.



29. When and how would we see our split of the membership revenue — weekly, monthly, quarterly, yearly?

Payments will be sent quarterly.

30. How would the initial membership lapse work for people that are part of both clubs now and have different renewal dates?

A member's renewal date for their new joint club/IMBA membership will be the farthest renewal date in the future of either their prior club membership or IMBA membership.

31. I have read that SORBA was one of the first groups to go down this road with IMBA. Can we see the 990 tax returns from SORBA from before and after they began this?

Yes, this is public information; however the 990 for 2008 has not yet been completed since IMBA/SORBA asked for an extension for this year's filing deadline for the tax year 2008. So only 2007 and prior years 990's are available. The IMBA/SORBA membership merger took place in 2008.

32. How would family memberships be counted? One membership, or would a family of four be counted as four separate memberships?

A family membership is one membership, but is counted as 3.2 individuals or members. This number comes from the most recent census numbers.

33. How would larger memberships be counted and split money-wise, i.e. when is a membership over \$500 bucks considered a donation and should that be split or not?

A membership is a membership. Whether the membership payment is \$30 or \$300 it gets split 60/40 with the club.

34. What is IMBA's current membership attrition rate?

From 1999 to today, our average length of membership is 2.65 years.



Sample Chapter Program Bylaws and Operating Guidelines

**Bylaws - Operating Guidelines**

**Article I**

NAME AND TERRITORY

Sec. 1 NAME: The name of the organization shall be the (chapter name), a CHAPTER of the International Mountain Bicycling Association.

Sec. 2 TERRITORY: THE CHAPTER shall operate within the general geographic territory of

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Sec. 3 ORGANIZATION AND STRUCTURE: Upon acceptance of its application, THE CHAPTER shall operate as an IMBA chartered CHAPTER and enjoy the benefits of IMBA’s IRS 501(c)3 tax exempt status. THE CHAPTER may, from time to time, decide to form a local corporation or operate as a unit of IMBA’s California Corporation.

**Article II**

MISSION AND PURPOSE

Sec. 1 MISSION:

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**Article III**

MEMBERSHIP

Sec. 1 PRIVILEGES AND RESPONSIBILITIES: Membership may be established, from time to time, by THE CHAPTER and provide both voting and nonvoting privileges. Members shall support the mission and purpose of THE CHAPTER. Members may choose to not participate in or publicly support a particular action of THE CHAPTER without relinquishing membership privileges. THE CHAPTER members are also members of IMBA.

Membership categories may include:



A. Supporting Members – shall consist of such organizations, agencies and individuals as are interested in furthering the purpose of THE CHAPTER. Supporting members are nonvoting members of THE CHAPTER.

B. Board Members – are THE CHAPTER voting members.

Sec. 2 DUES. THE CHAPTER may, from time to time, establish annual dues for membership.

Sec. 3 SERVICES TO NONMEMBERS. THE CHAPTER may charge additional fees to non-members for CHAPTER events, which fees may be more than those charged to members.

#### **Article IV** **BOARD MEMBERS:**

Sec. 1 DUTIES: The CHAPTER Board will develop, and oversee the implementation of CHAPTER policies and program goals. Board responsibilities shall include:

- A. Formation and adoption of an annual advocacy platform
- B. Approval of trails stewardship projects
- C. Planning and execution of events
- D. Approval of new supporting members
- E. Recruitment and election of board members
- F. Approval of the annual budget and financial reporting
- G. Approval and modification of THE CHAPTER Operating Guidelines
- H. Contractual authority

Sec. 2 NUMBER AND QUALIFICATIONS: THE CHAPTER board shall be made up of not less than 5 members and not more than 12.

Sec. 3 FIRST MEMBERS: The first board members or current board members shall be the organizing committee members duly elected at THE CHAPTER's first meeting of interested supporters.

Sec. 4 TERMS OF OFFICE: Terms of office will be 2 years, renewable for not more than 2 consecutive terms. Board member terms may be staggered so that one-third to one half of Board member's terms shall expire each year.

Sec. 5 VACANCIES: Board vacancies shall be filled by action of the board from a list of nominees prepared by a Nominating Committee. The person or person's chosen shall hold office until such time as the unexpired term(s) caused by the vacancy are filled by election. The service of a Committee member filling an unexpired term of less than one year shall not count toward the maximum allowed consecutive years of service.

Sec. 6 REMOVAL FOR CAUSE: Any member of the Board may be removed for cause by a two-thirds vote of the full Board taken at any Regular or Special meeting, provided the member in question has

been given written notice that such action is to be considered at the meeting involved and only after the member in question has been given an opportunity to be heard.

In addition, the unexcused absence of a board member from any two consecutive meetings, or any three meetings in any year, shall constitute grounds for removal from the board, which removal may be effected by the Chair in his/her discretion after due notice to the Member in question. Removal of a Board Member in accordance with the provisions of this section shall create a vacancy to be filled as provided in Section 5 of this Article.

## **Article V** **OFFICERS**

Sec. 1 OFFICERS. The principal officers of THE CHAPTER shall be: Chair, Vice-Chair, Secretary and Treasurer.

- A. CHAIR. The Chair shall be a voting member in good standing and shall be responsible for determining who presides at all meetings of the board. The Chair shall be the primary contact on behalf of the board for CHAPTER contractual relationships. The Chair shall perform all duties incident to the office of Chair and other duties as may be prescribed by the Board from time to time.
- B. VICE-CHAIR. The Vice-Chair shall be a voting member in good standing and shall perform such duties as are assigned from time to time by the Board. In the absence of the Chair, the Vice-chair shall have all of the powers and perform all of the duties of the Chair.
- C. TREASURER. The Treasurer shall be a voting member in good standing and shall be responsible for:
  - 1. Serving as the fiscal manager for THE CHAPTER, accounting for, depositing, disbursing and acknowledging member dues and donations, grants, and other contributions.
  - 2. Prepare and submit THE CHAPTER financial performance reports to the Board, and annually to IMBA (for independent audit purposes) and in general, perform all duties incident to the office of Treasurer, and other duties from time to time as may be assigned by the Chair or the board.
- D. SECRETARY. The Secretary shall be a voting member in good standing and shall perform such duties related to recording keeping, notification of meetings, recording meeting minutes and other such duties as assigned from time to time by the Board.

Sec. 2 ELECTION OF OFFICERS. The board shall elect all Officers by simple majority.

Sec. 3 TERM OF OFFICE. The term of office for all officers shall be two years. The Chair shall not serve for more than two consecutive terms. The Treasurer shall hold office for not more than three consecutive terms. Incumbent officers shall serve until their successors have been duly elected and installed.

Sec. 4 REMOVAL FROM OFFICE. Any officer may be removed for cause only after (1) being given a reasonable notice and an opportunity to be heard by the board and (2) by an affirmative vote of two-thirds of the entire board whenever, in their judgment, the best interests of THE CHAPTER will be served thereby.

Sec. 5 VACANCY. The unexpired term of a vacancy in an office shall be filled by the Board from a list of nominees prepared by the Board Members that are not officers.

#### **Article VI** **MEETINGS**

Sec. REGULAR MEETINGS. The Board shall meet in regular session by whatever means agreed to by the Board and no less than four times a year. The Board may direct that THE CHAPTER hold an annual meeting for the supporting members, at which time the Board may bring certain information and business to the attention of the members. The Board may also meet in regular session in conjunction with such annual meetings and programs.

Sec. 2 SPECIAL MEETINGS. Special meetings of the Board may be called by, or at the request of, the Chair or by request of 50% percent of the Board. The person or persons authorized to call special meetings of the Board may fix the time and place for such meetings.

Sec. 3 NOTICE OF MEETINGS. Notice of any regular or special meeting shall be given at least 30 days prior by written notice delivered personally or sent by mail, telegram or electronic media (including facsimile) to each Board Member at their address as shown on the records of THE CHAPTER. If by mail, such notice shall be deemed to be delivered when deposited in any United States mail depository in a sealed, addressed envelope with postage thereon prepaid. If notice is given by other means, it shall be deemed to be delivered when confirmation can be reasonably determined. The attendance of a Member at any meeting shall constitute a waiver of notice of such meeting. The business to be transacted at, and the purpose of, any special meeting of the Board shall be specified in the notice of such meeting.

Sec. 4 QUORUM AND DECISION MAKING: Consensus is THE CHAPTER's preferred decision-making method. When decisions require a vote, a simple majority of those board members present will determine the outcome. Voting can be conducted in person or any reasonable and verifiable method determined by the Board Chair. The acts of a majority of the Members present shall constitute the acts



of the Board. Any Member who is excused before the meeting is adjourned may present to the recording secretary a written ballot designating their vote on a matter already introduced as business. If less than half of the board is present at a meeting of the Board, a majority of the members present may adjourn the meeting from time to time without further notice.

## **Article VII**

### **COMMITTEES**

Sec. 1 The Board may determine from time to time to establish certain committees. Committees may include:

A. **EXECUTIVE COMMITTEE**. An Executive Committee composed of the officers of THE CHAPTER. Duties of an Executive Committee shall be:

1. Organize meeting agenda
2. Prepare business plans
3. Prepare contracts for Board approval

B. **NOMINATING COMMITTEE**. A Nominating Committee consisting of at least five members: the make-up of which may be some current board members and at least one supporting member (that is not a current board member). The board shall appoint members of the Nominating Committee. The duties of the Committee shall be:

1. To assess and identify specific skills and expertise needed for the Board.
2. To solicit and recruit names of Board member nominees from the supporting membership and community at large.
3. To nominate Board members candidates who agree to become members in good standing.
4. To evaluate the performance of existing Board members and Officers and recommend actions to the Board.

C. **OTHER STANDING AND SPECIAL COMMITTEES**. The Board may, from time to time, establish other standing and special committees, as it deems necessary, such as but not limited to a Budget and Finance Committee, Audit Committee, Fund Raising Committee, and Programs Committee.

Sec. 2 **COMMITTEE CHAIRS AND MEMBERSHIP**. The Chair and Vice-chair shall appoint chairs of all committees where not provided in these Operating Guidelines, subject to the approval of the



Board. At least two additional committee members shall be appointed, as needed, by each committee chair, with appointments also subject to approval by the Board.

Sec. 3 QUORUM. A majority of a committee's membership shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall constitute the act of the committee.

Sec. 4 EX-OFFICIO MEMBERS. The Officers of the Board shall serve as ex-officio (non-voting) members of all committees except the Nominating Committee.

## Article VIII

### CONTRACTS, CHECKS, DEPOSITS, GIFTS

Sec. 1 CONTRACTS. The Board shall authorize any officer or officers, agent or agents of THE CHAPTER to enter into any contract or execute and deliver any instrument in the name of, and on behalf of, THE CHAPTER, and such authority may be general or confined to specific instances.

Sec. 2 DEPOSITS. All funds shall be deposited promptly to the credit of THE CHAPTER in such federally insured banks, trust companies or other depositories as the Board may select.

Sec. 3 GIFTS. Any officer may accept, on behalf of THE CHAPTER, any unconditional contributions, gifts, bequests or devises of cash or marketable securities for the general purposes, or for any special purpose, of THE CHAPTER. Conditional or restricted gifts, bequests or devises or gifts of other types of property shall first be approved by the Board before final acceptance.

- A. THE CHAPTER agrees to coordinate major donor and corporate membership solicitations to any person or organization with whom IMBA may have an existing agreement or pending ask with IMBA prior to making an ask.
- B. IMBA agrees to coordinate a shared fundraising model for specified fundraising campaigns conducted within THE CHAPTER's territory

Sec. 4 DISBURSEMENTS. THE CHAPTER shall operate under a financial budget approved by the Board. The Treasurer is responsible for all disbursements; disbursements must be authorized in writing and checks signed by the treasurer AND either the Chair or the Vice-Chair.

## Article IX

### BOOKS AND RECORDS





Sec. 1 BOOKS AND RECORDS. THE CHAPTER shall keep correct and complete records of accounts, disbursements, minutes of the proceedings of meetings, program accomplishments, and volunteer stewardship project records.

**Article X**  
DUALITY OF INTEREST

Sec. 1 DUALITY OF INTEREST. Any member, officer, contract employee or committee member having an existing or potential interest in a contract or other transaction presented to the Board or a committee for deliberation, authorization, approval, or ratification, or any such person who reasonably believes such an interest exists in another such person, shall make a prompt, full, and frank disclosure of the interest to the Board or committee prior to its acting on such contract or transaction. The interested party shall disclose the nature and extent of the interest and any relevant and material facts, known to him or her, about the contract or transaction, which might reasonably be construed to be adverse to THE CHAPTER's interests.

Sec. 2 REFRAINING FROM ACTION. The body to which such disclosure is made shall determine, by majority vote of disinterested members, whether the disclosure shows that the non-voting and non-participation provisions below must be observed. If so, such person shall not vote on, nor use his or her personal influence on, nor participate (other than to present factual information or to respond to questions) in the discussions or deliberations with respect to such contract or transaction, and such person shall not be counted in determining the existence of a quorum at any meeting where the contract or transaction is under discussion or is being voted upon. If not, such person may participate normally in the discussions, deliberations and voting on the matter. The minutes of the meeting shall reflect the disclosure made, the vote thereon and, where applicable, the abstention from voting and participation and whether a quorum was present.

Sec. 3 DEFINITION OF INTEREST. For the purposes of this Article, a person shall be deemed to have an "interest" in a contract or other transaction if such person is the party (or one of the parties) contracting or dealing with THE CHAPTER, or is a Director, trustee or officer of, or has a significant financial or influential interest in, the entity contracting or dealing with THE CHAPTER, or is otherwise reasonably likely to gain a significant financial or other personal benefit if the contract or transaction is approved.

**Article XI**  
DISSOLUTION

Sec. 1 DISSOLUTION OF THE CHAPTER. The Board may by a two-thirds vote dissolve THE CHAPTER when it is satisfied that THE CHAPTER is inactive and that there is no reasonable hope of



its immediate revival, or when it is satisfied that such action is in the best interests of THE CHAPTER AND IMBA. THE CHAPTER dissolution shall not affect IMBA membership status of the members assigned to THE CHAPTER. Members of THE CHAPTER, if dissolved, shall be assigned unaffiliated status or reassigned to another CHAPTER if such exists in this general region and if they so choose. Upon dissolution, all CHAPTER funds shall revert to IMBA, and use of the IMBA name as a CHAPTER shall cease.

## **Article XII**

### **AMENDMENTS TO BYLAWS/OPERATING GUIDELINES**

Sec. 1 AMENDMENTS TO BYLAWS/OPERATING GUIDELINES. These Bylaws/Operating Guidelines may be amended pursuant to the following procedures:

- A. An amendment may be proposed by the joint action of any three or more Board Members at any regular or special meeting of the Board.
- B. The Secretary shall send a copy of the proposed amendment to each member of the Board and the Executive Director of IMBA a reasonable time in advance of its next meeting.
- C. Upon IMBA's approval, and approval of at least two-thirds of the members of the Board present at such meeting, such proposed amendment shall be adopted.

END.