

Charter of the California Section of the WaterReuse Association

This Charter is established by the WaterReuse Association (hereinafter "Association") for the WaterReuse California Section of the Association (hereinafter "Section") and is intended to memorialize in writing the Association's formal recognition of the Section under Article X of the Association's Bylaws and to govern the relationship between the Association and the Section. This Charter and the provisions herein shall be binding upon the Association, and the Section, its officers, trustees, staff, and volunteers in carrying out their respective duties to the Section and the Association.

While this Charter remains in effect, the Association and the Section and their respective officers, directors, and trustees pledge to work cooperatively and in good faith in pursuit of the mission of the Association, the provisions of this Charter and policies of the Association, and to resolve any differences or disputes that may arise under this Charter.

Article I – Name

The name of the organization shall be WaterReuse California, a Section of the WaterReuse Association (hereinafter "Section").

Article II – Objectives

The primary objectives of the Section shall include but are not restricted to the following: to support the mission of the Association which seeks to engage members in a national movement for safe and sustainable water supplies, to promote acceptance and support of recycled water, and to advocate for policies and funding that increase water reuse.

Article III – Headquarters and Operation

- 3.1 The Board of Trustees may retain a Managing Director and authorize the hiring of additional support staff in accordance to manage the day-to-day affairs of the Section. In the event the section requests the Association maintain section staff as an employee(s) of the Association, the Association and Section shall work together to develop a Memorandum of Understanding that sets forth the nature of the employment relationship for such staff. Once established, the Memorandum may be updated from time to time by mutual agreement between the Association and Section and is hereby incorporated into this Charter by reference.
- 3.2 The headquarters of the Section shall be at the office of the Managing Director, unless otherwise designated by the Board of Trustees (Board) of the Section.
- 3.3 All matters pertaining to the operation of the Section shall be in accordance with the applicable provisions of Articles of Incorporation and Bylaws of the Association.
- 3.5 The geographic boundaries of the Section are defined as the state of California, and the Section may not expand such boundaries without the prior consent of the Association's Board of Directors.
- 3.6 The Section's activities and programs shall be confined to the state of California, unless otherwise requested by the Association, and shall be consistent with the tax-exempt purposes of the Association and shall not conflict or interfere with those of the Association.

Article IV – Membership

- 4.1 The membership of Section shall consist of those members of the Association residing in or having business activity in California. If changes are made to the membership provisions of the Association's Bylaws, then the Board of the Section shall amend this Charter to refer and incorporate such provisions.
- 4.2 Each member of the Section will endeavor to at all times faithfully abide by the Articles of Incorporation and Bylaws of the Association and the provisions of this Section Charter, and such other rules or policies as may be

established from time to time by the Association's Board of Directors, and to pay all dues and other financial obligations imposed on all Association Section members and any dues supplement established by the Section's Board of Trustees.

Article V – Eligibility to Vote

- 5.1 All members of the Section ("Members") in good standing and qualified to vote are eligible to vote through their designated representatives on matters properly placed before the Section's voting membership for action.

Article VI – California Section Finances

- 6.1 Dues: All members of the Association from California will be members of both the Association and the Section. The Section will receive 35% of the total member dues collected by the Association from California members.

Such dues will accrue to the Section account, which shall be maintained by the Association. The Section may levy a section dues supplement upon authorization by the Board of Trustees and ratification by the Association Board of Directors. The dues supplement would be levied annually at the time of membership renewal, and the revenues collected would be used to increase the funds available for the Section.

- 6.2 Fees: The Section reserves the right to collect fees for its activities and events, as appropriate (e.g., registration fees for events, specialty conferences, teleconferences, and other educational programs). Such fees will be established by the Section in accordance with this Charter and the Bylaws of the Association.
- 6.2 Budget, Financial Transactions and Controls: All Section finances shall be managed in accordance with this Charter and the Bylaws and fiscal policies of the Association, and all applicable financial rules and regulations of the Federal Government and the section Budget and cash management decisions of the Section and its chapters are determined by the Section's Board of Trustees, working cooperatively with its chapters, with final approval being made by the Association's Board of Directors. As fiscal agent for the Section, the Association agrees to process financial transactions by the section. An independent audit of all Section finances will be conducted as part of the Association's annual audit, and a copy of the audit shall be shared with the Section. A qualified financial advisor who is neither an employee of a Member organization nor a Member of the Association or the Section shall conduct the audit.
- 6.3 Reporting: The Section agrees to provide a written report to the Association on at least a quarterly basis and in such form as to provide the Association Board with timely information regarding the Section's activities and initiatives. Similarly, the Association agrees to provide the Section with updated information related to the Association's activities, programs, and initiatives.
- 6.4 Contracts and Obligations: The Section is solely responsible for all contracts, agreements and any other financial obligations incurred by the Section in connection with its activities. The Association will be responsible for execution of all Section contracts on the Section's behalf and as fiscal agent for the Section. Prior to executing a contract within the Section territory, the Association agrees to inform and consult with the Managing Director and /or the Section Executive Committee. The Association shall not be responsible for the payment of any Section obligations, liabilities, contracts, or debts unless the same has been authorized in advance by the Association's Executive Director or Executive Committee.
- 6.5 Annual Reports for Tax Filing Purposes: The Section agrees to timely provide the Association with all documentation, information and cooperation required for the Association to prepare and file the Association's 990 Annual Return to include the Section.
- 6.6 Insurance: The Section's activities and operations will be insured under the existing insurance policies of the Association for property, casualty, worker's compensation and professional liability, with the Section being identified as an additional insured, and reimbursing Association for such coverage. The Section agrees to cooperate with the Association in responding to all applications for Section property, casualty, and liability insurance, including updates on its insurable activities and any insurance carrier inquiries or requests.

- 6.7 State Registration: The Association is incorporated and in good standing with the State of California and shall maintain a current registered agent within the State. The Section shall be included under the Association's state registration as an affiliated section of the Association. The Section agrees to reimburse the Association for costs associated with maintaining its registration annually.
- 6.8 Fiscal Year: The fiscal year of the Section shall be that of the Association, January 1 to December 31.

Article VII – California Section Governance

- 7.1 Authority and Purpose of the Board of Trustees (Board): The Board shall be the governing body of the Section and shall have the power to act for and on behalf of the Section between Annual Business Meetings. Except as otherwise required by applicable law, all questions coming before the Board shall be decided by a majority vote, and a majority of the Board shall constitute a quorum. The Board may exercise the above-described functions either in session at duly called meetings, conference calls, by letter ballot or by e-mail ballot.

The Bylaws of the Association indicate that sections shall be autonomous entities and shall be entitled to govern the operation of Section so as to be consistent with the Articles of Incorporation and Bylaws of the Association. The Section Board assumes the primary responsibility of operating the Section.

- 7.2 Board Composition: The Board shall be composed of the following persons:
- a) The President,
 - b) The President-Elect,
 - c) The Secretary,
 - d) The Treasurer,
 - e) The Director, who shall be the Section's representative on the Association's Board of Directors,
 - f) The Past President, who shall be the last living Past President of the Section who is not holding another office listed in this article,
 - g) Four or more At-Large Trustees (as deemed necessary by the Board for proper functioning of the Section),
 - h) Chapter Trustees, one for each Chapter of Section, who shall be selected or designated by the Chapter (and may, at the Board's discretion, also be an elected At-Large Trustee), and
 - i) Officers: The Officers of the Board shall be the President, President-Elect, the Secretary, the Treasurer, the Director, Past President, and At-Large Executive Committee Members.

- 7.3 Eligibility to Serve on the Board and as Officers:

- a) Any Member or designated Member representative that is eligible to vote, as defined in Article V, shall be eligible to be a member of the Board.
- b) Two or more offices may not be held by the same individual, with the exception of the Director and combined Secretary-Treasurer position.
- c) Only one representative from a Member organization may serve on the Board.
- d) Members of the Board that miss three or more regularly scheduled Board of Trustees meetings in a calendar year are eligible for replacement at the discretion of the Board of Trustees.

- 7.4 Terms of Office for Trustees and Officers:

- a) President: The term of office for the President shall be one year or until his or her successor takes office, beginning with the Annual Business Meeting at which he/she is elected. The President will automatically succeed to the Past President position for a term of one year, beginning with the Annual Business Meeting at which he/she completes his/her term as President. The term of office for the President may be extended for one additional year upon recommendation by the Nominating Committee and vote of the Section members.

- b) President-Elect: The term of office for the President-Elect shall be one year, beginning with the Annual Business Meeting at which he/she is elected, or until his or her successor takes office. The President-Elect will automatically succeed to the position of President unless the President's term is extended as described in Section 7.4.a.
- c) Past President: per Section 7.4.a, the President will automatically succeed to the Past President position for a term of one year. If the President term is extended for an additional one year term, then the Past President has the option to continue to serve as Past President for an additional year.
- d) Secretary: The term of office for the Secretary shall be for up to three years or until his or her successor takes office, beginning with the Annual Business Meeting at which he/she is elected.
- e) Treasurer: The term of office for the Treasurer shall be up to three years or until his or her successor takes office, beginning with the Annual Business Meeting at which he/she is elected.
- f) Director: The term of office for the Director shall be for up to three years, or until his or her successor takes office, beginning with the Annual Business Meeting at which he/she is elected.
- g) At-Large Executive Committee Members: Shall be appointed by the President. The term of office for the Executive Committee At-Large Members shall be for up to three years.
- h) At-Large Trustees: The term of office for each of the At-Large Trustees shall be three years, beginning with the Annual Business Meeting at which he/she is elected, or until his or her successor takes office. Terms of office for At-Large Trustees shall be staggered to ensure continuing experience on the Board.
- i) Chapter Trustees: The term of office for Chapter Trustees shall be one year or as determined by the Chapter, beginning with the Annual Business Meeting. The Chapter Trustees shall be selected or designated by the Chapters as determined by each Chapter's Bylaws, but no later than thirty days prior to the Annual Business Meeting. Each Chapter shall notify the Board as soon as may be practicable of the selected or designated Chapter Trustee.

7.4.1 Number of Consecutive Terms: Members of the Board of Trustees shall be limited to two consecutive terms unless the Member is Past President, President, or President-Elect. Members serving as Past President, President, or President-Elect may hold office for President track officer terms per Section 7.4.a-c subsequent to completing their At-Large term(s) of office. The partial term of a Board member appointed to complete a vacated Board position shall not be considered a consecutive term. The terms of office shall be staggered so that elections are held to replace an approximately equal number of Members each year.

A decrease in the number of Trustees on the Board may not shorten an incumbent Trustee's term.

7.5 Voting Rights: Each member of the Board shall have one vote on matters placed before the Board for a Vote.

7.6 Vacancies on the Board: In the event any vacancy of an Officer occurs on the Board, at the next regular meeting a successor shall be elected by the Board to fill the vacancy for the balance of the current term, or if the vacancy occurs between the last regular meeting before the election of officers and the Annual Business Meeting, the Board shall refer the filling of the vacancies to the Nominating Committee.

In the event any vacancy of an At-Large seat occurs on the Board, at the next regular meeting a successor shall be elected by the Board to fill the vacancy for the balance of the current term, or if the vacancy occurs between the last regular meeting before the election of officers and the Annual Business Meeting, the Board shall refer the filling of the vacancies to the Nominating Committee.

In the event of a vacancy in the office of Director, the Board shall appoint a replacement at the next regular meeting of the Trustees and the President or Secretary shall notify the Executive Director of the Association of the name of the successor.

In the event a Chapter Trustee vacates the Board, the affected Chapter shall select or designate a replacement Trustee to fill the remaining balance of the one (1) year term and shall notify the Board of the successor Chapter Trustee as soon thereafter as may be practicable.

- 7.7 Nomination for Trustees and Officers: At least ninety (90) days prior to the Annual Business Meeting, the Board shall appoint a Nominating Committee, which shall choose one (1) or more nominees for each of the Officers and At-large Board seats. The Nominating Committee shall make its report public no later than 30 days before the Annual Business Meeting, having first ascertained the willingness of each nominee to serve if elected. The final report of the Nominating Committee shall be presented during the Annual Business Meeting.

Chapters shall consider their Chapter Trustee candidates during January and February and make a final selection after the At-large Trustee's slate is identified to them by the Section.

- 7.8 Election of At-Large Trustees and Officers:

All Members in good standing are eligible to vote in an election of Trustees and Officers; Officers shall be elected by ballot at the Section's Annual Business Meeting.

Election of At-Large Trustees and Officers of the Board shall be by written or e-mail ballot, except that a voice vote may be performed at the Annual Business Meeting if there is only one (1) nominee for each seat or office.

- 7.9 Duties of the Board and Officers, Committees, and the Managing Director:

The President shall have general supervisory authority over the affairs of the Section and shall preside at all meetings of the Section and the Board at which he/she may be present.

The President-Elect shall perform the duties of the President in his/her absence, together with such duties as may be assigned by the President or the Board.

The Managing Director shall, subject to the direction of the Board, be the executive administrator of the Section.

The Secretary and/or the Managing Director shall prepare the agenda for and attend all meetings of the Board, record and distribute the proceedings of such meetings, maintain records of the Section, present a report for each calendar year at the Annual Business Meeting, maintain a complete record of all its activities and transactions; and ensure the preparation of and file all forms required by the Association, and perform such other duties as may be assigned by the Board.

- 7.9.1 Duties of Treasurer: The Treasurer [and/or the Managing Director] shall keep a record, or cause to keep a record, of all financial transactions of the Section. The Treasurer shall prepare a draft annual budget for consideration by the Board at or before the first meeting of a fiscal year. A summary of receipts, expenditures, and debts of the Section are available on request.
- 7.9.2 The Director shall represent the Section on the Association Board of Directors and shall act to coordinate and unify their actions.
- 7.9.3 An Executive Committee shall be composed of the President, President-Elect, Immediate Past President, Secretary, Treasurer, the Legislative/Regulatory Committee Chair, At-Large Executive Committee Members and the Director if different from the foregoing members of the Committee. The Managing Director shall serve as a non-voting member. The Executive Committee shall meet as needed to coordinate the affairs of the Section and to make decisions not requiring the vote of the full Board of the Membership.

- 7.9.4 All contracts shall be approved by the Board and executed by the Executive Director of the Association.
- 7.10 Annual Business Meeting: The Annual Business Meeting of the Section shall be convened to make decisions that require the vote of Membership and will be held at the Annual Conference or such other time during the year as determined by the Board. All members in good standing shall receive at least thirty (30) days written notice of the date of the meeting and shall be provided with an agenda for the business meeting and proposed slate at which Officers and the appropriate At-Large Trustees will be elected.
- 7.11 Standing Committees: The following shall be standing committees of the Section: Legislative/Regulatory Committee and the Nominating Committee.
- Legislative/Regulatory Committee: Subject to a Board established policy, the Legislative/Regulatory Committee shall be comprised of a designated number of voting members, including members of the Board, and one member from each Chapter. The President of the Board and the Executive Committee shall recommend the remaining members of the committee and a Chairperson, subject to ratification by the Board of Trustees.
- Nominating Committee: A Nominating Committee comprised of members of the Board shall be annually appointed by the President of the Board no less than ninety (90) days prior to the Annual Business Meeting. The number of members on the committee shall be determined by the President but shall include no less than three (3) voting members of the Executive Committee.
- 7.12 Ad Hoc Committees: Other committees shall be appointed by the President or the Board to perform duties as assigned.
- 7.13 Any amendment made to this Charter shall be approved by WRCA Board of Trustees and ratified by the Section membership through a two-thirds vote of its members present at the Annual Business Meeting.

Article VIII – Local Chapters

- 8.1 Local Chapters: The Section encourages the formation of local chapters, which shall represent defined geographical areas of the State. Each local chapter shall coordinate its activities with the Section's Board and in accordance with a Memorandum of Understanding between the Section and local chapter developed pursuant to the Bylaws of the Association and this Charter.

Article IX – Adoption and Amendments

- 9.1 Adoption and Amendment: Notwithstanding Article VII.13, this Section Charter and the provisions set forth herein may only be adopted and amended by joint agreement of the Boards of both the Association and the Section. Such agreement shall be confirmed by a majority vote of the members of each Board authorized to vote.

Article X – License to Use WRA Marks

- 10.1 License: The Association grants to the Section and its local chapters a limited, revocable, royalty-free and non-assignable license to make use of the Association's name, acronym, logo and family of marks solely in connection with the previously disclosed and Association Board approved 501(c)(6) purposes and activities of the Section, with such purposes and activities being at all times consistent with those of the Association. The Section agrees to ensure display the Association's name, acronym, logo and family of marks only in such manner as is consistent with the applicable Association policy with respect to such display. Upon written direction of the Association, the Section agrees to immediately discontinue or revise any unapproved use of the Association name, acronym, logo or family of marks so as to ensure its use is consistent with Association usage policies and guidelines as they may be developed and published from time to time.

Article XI – Affiliation

- 11.1 Affiliation: The Section agrees that should it undertake an affiliation or a cooperative agreement with an organization operating within the Association's field of interest, the Section shall ensure that such affiliation is consistent with the terms of this Charter, the Association's Bylaws and is consistent with the Association's mission and goals. The Association agrees to inform the Section of any affiliation or cooperative agreement it enters into with an organization operating within its field of interest and to identify opportunities for section collaboration.

Article XII – Promotion, Collaboration and Conflict Resolution

- 12.1 Promotion: The Section agrees to promote the established principles, purposes, and objectives of the Association and to encourage its members to participate in the Association's activities, serve on its committees, and support it to the fullest extent possible. The Section further agrees to actively promote membership development. The Association agrees to promote Section activities in Association's membership newsletter, marketing and member promotional materials, annual reports, website, and social media.
- 12.2 Collaboration: The Boards of the Association and the Section, in coordination with the Association's Executive Director and the Section's Managing Director, agree that while this Charter remains in effect they will work diligently and collaboratively in pursuit of the Association's tax-exempt mission and goals and to mutually support the activities and programs of the Association, the Section and its chapters all aimed at achieving such tax-exempt mission/purpose. The Association and the Section and their respective leadership will strive to closely coordinate and partner with each other to advance the mission of the Association for the mutual benefit and value of both organizations.
- 12.3 Conflict Resolution: The Section agrees that it will not endorse or undertake any activities or programs that will jeopardize or be inconsistent with the non-profit status and purposes of the Association, or which interfere, jeopardize, or conflict with the ongoing activities and programs of the Association. The Section shall be notified in writing of any conduct which interferes or conflicts with ongoing Association activities or programs or is contrary to the tax-exempt purposes of the Association and could be grounds for termination of this Charter and the Section's status in accordance with Section 13.4. In the event of such conflict, the Association and the Section shall each appoint authorized representatives to confer in good faith to attempt to resolve the claimed conflict.

Article XIII – Miscellaneous Provisions

- 13.1 Section Member Records: The Association agrees to maintain current membership records for all members of the Section and share such records with the Section for its official purposes, including communications with membership.
- 13.2 Communications: The Association agrees to communicate regularly with the Section's leadership by way of periodic correspondence, participation in Board meetings, electronic mail and/or publications designed for their reading, information, and professional development. The Association further agrees to make available to the Section and its members all publications, literature, educational programs, etc. as they become available for distribution at member prices.
- 13.3 Section Dissolution: A Section may be dissolved by a two-thirds (2/3) vote of its Members. Upon dissolution, this Charter is terminated, and all liabilities and assets of the Section accrue to the Association. Upon dissolution of the Section, all rights, privileges and the use of the Association's name, logo, family of marks, copyrighted materials and other Association intellectual property shall immediately cease.
- 13.4 Section Termination: A Section may be terminated by a majority vote of the Association's Board of Directors in the event the Section violates any material provision of this Charter and fails to cure the same within thirty (30)

days of receiving written notice from the Association setting forth the nature of the material violation. Upon termination of the Section, all rights, privileges and the use of the Association's name, logo, family of marks, copyrighted materials and other Association intellectual property shall immediately cease.

- 13.5 Acceptance of Charter: It is understood and agreed that the Section's Board of Trustees and the Association's Board of Directors have each reviewed the terms of this Charter. This Charter Agreement and any attachments hereto, contain the entire agreement of the Association and the Section and fully and correctly sets forth the rights, duties, and obligations of each party. This Charter may not be amended or altered without the prior written consent of the Association's Board of Directors and the Section's Board of Trustees.
- 13.6 Term: This Charter shall remain in effect for twenty (20) years and will automatically renew for consecutive ten (10) year terms unless the Section or Association seek to terminate or revoke this Charter and provides written notice to terminate or revoke to the other party not less than sixty (60) days prior to the renewal date.

Approval:

Approved by the California Section Board of Trustees on May 26, 2022.

Approved by Association Board of Directors on June 9, 2022

Ratified by the California Membership on September 12, 2022