

POLICY NUMBER: **09-07**
SUBJECT: **LOCAL SECTION POLICY**
EFFECTIVE DATE: September 16, 2009
REVISION DATE: April 12, 2011
SUPERSEDES: January 30, 2010
APPROVED BY: **CWEA Board of Directors**

OVERVIEW.

- A. California Water Environment Association (“CWEA”) is a California nonprofit public benefit corporation exempt under Section 501(c)(3) of the Internal Revenue Code. CWEA conducts some of its activities through geographically defined local sections (the “Local Sections”) whose common mission is to provide education to members of the wastewater community. Each Local Section is part of CWEA and does not have separate legal or tax status (notwithstanding the fact that some previous documents regarding Local Sections incorrectly identified them as unincorporated associations). As specified in California Corporations Code, CWEA’s Board of Directors (“CWEA Board”) bears the ultimate responsibility for all activities and affairs of CWEA, including Local Section activities and affairs. All Local Section activities shall be consistent with the policies and procedures of CWEA.
- B. This Local Section Policy (the “Policy”) applies to all Local Sections and supersedes any prior documents or affiliation agreements regarding Local Section operations , except as specifically provided below.
- C. This Policy is effective immediately. Each Local Section President must review and, by signature, acknowledge that he or she has reviewed and understands this Policy, will comply with it, and will use his or her best efforts to ensure that the other officers, directors and members of the President’s Local Section comply with this Policy. The attached Acknowledgement page for the initial distribution of this Policy shall be signed and returned to CWEA as provided. The Policy will continue to apply to all Local Sections as future Presidents start and end their terms. It is the responsibility of the current President to inform his or her successor of this Policy. In addition, CWEA will distribute all policies, including this Policy, to all Local Sections annually and/or make them available on the CWEA website and provide a notification to new Local Section Presidents.
- D. This Policy may be amended at any time by CWEA. Any amendment will become effective for each Local Section as soon as CWEA has provided notice of the amendments to the then serving Local Section President, who is responsible for informing other Local Section officers and directors of the change.
- E. Additional governance and operational policies and requirements applicable to each Local Section are detailed in CWEA’s Constitution, in the Local Section’s Constitution and Bylaws, in CWEA’s policies, and as further provided in this Policy. CWEA’s Constitution, Bylaws, and policies are available to members on CWEA’s website.

POLICY PROVISIONS.

1. *Approved Local Sections and Designated Geographical Areas.* CWEA confirms that approved Local Sections of CWEA are designated in Attachment 1 to this Policy and may operate in the geographical area designated in Attachment 1. CWEA retains the right to revise or re-designate the geographical areas. Local Sections may request changes in its geographical area. A Local Section Board would discuss the proposed changes with its CWEA Board Liaison and the Regional Committee Chair, who would provide advice on best next steps depending on the specific circumstances. Affected members and / or agencies may need to be consulted. CWEA's Membership & External Relations Committee of the Board would approve any changes in geographical area for recommendation to the CWEA Board for approval. Following such approval, the affected Local Sections may need to amend their bylaws. Local Section bylaw amendments must be submitted to the CWEA Membership & External Relations Committee of the Board for approval and recommendation to the CWEA Board for approval.
2. *CWEA Name and Logo and Other Intellectual Property.* Subject to the CWEA Board's oversight, Local Section officers and directors are permitted to use the CWEA name and logo, CWEA's membership contact lists for the Local Sections geographical area, and all copyrighted and proprietary information and materials provided by CWEA to Local Section officers and directors for all proper purposes in carrying out the Local Section's mission as a Local Section within its area. The right to use the name and logo and other CWEA c copyrighted and/or proprietary material shall terminate if the Local Section is closed, as provided below.
3. *Standards, Policies and Procedures.* CWEA may establish additional standards, policies and procedures consistent with this Policy, which shall be binding on the officers, directors and members of the Local Sections as soon as CWEA has provided notice of the additional standards, policies or procedures to the then serving Local Section President, who is responsible for informing other Local Section officers and directors of the change. A Local Section may file a written request for review limited to whether the standards, policies and procedures are consistent with this Policy or the Constitution and Bylaws of the Local Section; the decision of the CWEA Board of Directors shall be final. A list of policies follows as Attachment 2 to this Policy. Policies are available to members on CWEA's web site. When reasonable, CWEA will engage Local Sections in reviewing and commenting on new or revised standards, policies, and procedures directly affecting Local Sections.
4. *Membership.* Membership is defined in CWEA's Constitution. Every member who is qualified for membership in CWEA is automatically assigned to the Local Section serving the primary designated address of the member, unless the member specifies a different Local Section. Members may belong to additional Local Sections by paying the Local Section dues segment for each additional Local Section. Local Sections may not offer membership to individuals who are not CWEA members. Local Sections may offer subscriptions for Local Section publications to non-members for no less than the local section dues level.

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- 4.1 All memberships shall be processed through the CWEA office, with Local Section dues revenue remitted to Local Sections by CWEA staff on a monthly basis. A membership roster for each Local Section shall also be sent to Local Section by CWEA staff on a monthly basis.
 - 4.2 An individual qualified for CWEA membership who is denied membership or has his/her membership withdrawn by CWEA for any reason including refusal to pay dues or refusal to abide by the constitution, bylaws, standards, or policies of CWEA, may not receive or access Local Section services at the member rate.
5. *CWEA Services.* CWEA shall provide such regional or statewide services to fulfill its mission as it determines are in the best interests of the Association. These services may include industrial relations, government relations, trade shows, technical certification, insurance, surveys, Internet services, development of standards for awards, and state and regional education conferences. Because services offered by CWEA require Local Section support in order to be successful, Local Section officers and directors shall provide reasonable cooperation and assistance for CWEA services. CWEA will make its best effort to consult with affected Local Sections prior to scheduling events. Local Sections will not seek to prevent regional or state-wide CWEA activities from occurring within the Local Section's geographical area without due cause. CWEA's staff shall, in coordination with Local Section officers and directors, market and distribute CWEA regional and statewide services, programs and/or activities.
6. *Local Section Services.* Local Section officers and directors shall be responsible for developing and offering mission-related programs and services which appeal to members within the geographical area of the Local Section, including, but not limited to, educational classes and seminars. Local Section officers and directors shall also promote and sponsor CWEA regional and statewide activities, programs, and services.
 - 6.1 A specific program, activity or service designated and initiated by a Local Section for local use may have potential value for use by another Local Section, or by CWEA. Local Sections may join together to sponsor such programs. When such programs, activities or services are undertaken by more than one Local Section, CWEA's Board Liaison for the Local Sections must be notified in writing of the arrangements by which such programs are to be offered or jointly sponsored. Such activities shall not conflict with other CWEA sponsored programs, activities or services. CWEA Board Liaisons will cooperate and assist in encouraging these joint activities, which are of benefit to the general membership.
 - 6.2 Local Section officers and directors shall not independently advertise, promote, sell or provide services, programs or activities on behalf of the Local Section that are designated to produce revenues outside the Local Section's geographical area, without prior written concurrence with an officer of any other Local Sections whose geographical areas are involved. Written concurrence shall not be unreasonably withheld. CWEA's Training Coordination Committee Chair shall be concurrently advised in writing of the planned activity and agreement.

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- 6.3 One library copy of all generally available Local Section publications shall be provided to CWEA's Member & Leader Services staff. Any copyrightable materials or other intellectual property generated by Local Section officers, directors or members in connection with Local Section activities are the sole and exclusive property of CWEA.
7. *Public Policy Issues.* CWEA's Board of Directors and its designees shall have the exclusive responsibility to determine and communicate policy positions relating to federal and state legislation, regulation or other proceedings. Local Section officers, directors and members are encouraged to communicate their position on these issues via their Board Liaison to the CWEA Board.
8. *CWEA Tax-Exempt Status.* To help CWEA maintain its tax-exempt status, the Local Section officers and directors shall conform to all pertinent requirements under Section 501(c)(3). The Local Section officers shall maintain all records and reports specified by CWEA's staff or CWEA's tax preparer and shall provide such records and reports to CWEA on or before the date specified by CWEA to permit CWEA to properly prepare its informational returns for the IRS.
9. *Insurance.* Local Sections, as programs of CWEA, are covered by CWEA's insurance policies.
10. *Compliance with Laws.* All policies and activities of Local Sections shall be consistent with:
 - 10.1 Applicable federal, state and local antitrust and trade regulation laws;
 - 10.2 Applicable tax-exemption requirements; and
 - 10.3 All other legal requirements including the California Nonprofit Corporation law.
 - 10.4 The Local Section officers and directors shall immediately report to CWEA any actual or alleged violation of the legal requirements identified in this paragraph. CWEA shall have the right to inspect all applicable records pertaining to any actual or alleged violation of the legal requirements identified in this paragraph.
11. *No Separate Status,* Local Section officers and directors shall not imply in any way that the Local Section is a legal entity separate from CWEA.
12. *Local Section Agency.* Local Section officers and directors may take action approved by the Local Section Board in the name of CWEA within the scope of the Local Section's annual budget as approved by the CWEA Board and following CWEA policies and procedures.
13. *Subsidiary Organizations.* Local Sections may use committees or chapters or other similar structures to achieve Local Section objectives. Local Section officers and directors shall require

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each such committee or chapter to conform its organization and operation to the requirements of this Policy. The Local Section President shall inform the CWEA Executive Director of the identity of all committees or chapters including, Student Chapters, Professional Development Committees and other Committees annually. The Local Section shall report to CWEA's Executive Director within 30 days the identity of each committee or chapter newly activated and shall make periodic reports concerning committees or chapters in the manner specified by CWEA.

14. *Section Closure.* It is within the CWEA Board of Directors' sole discretion whether to close a Local Section. Any decision of the CWEA Board of Directors or its designee to close a Local Section shall be initiated by sending a written notice to the Local Section President and Secretary of record on such date, specifying the grounds upon which the Local Section shall be closed. Such grounds include, but are not limited to: insufficient members within the geographic area to fill the Local Section Board and Committee positions, combining with another Local Section to better serve members, or lack of service to members within the geographic area. .The Local Section officers shall have the opportunity to respond within 15 days to the CWEA Board or its designee. After the written response by the Local Section has been received, the CWEA Board or its designee and the President of the Local Section shall meet to attempt to resolve the matter. If the matter is not timely resolved, as determined in the sole discretion of the CWEA Board or its designee, the CWEA Board or its designee may issue its final determination of the matter. If the final determination is section closure, the Local Section shall cease to be an approved Local Section and shall forfeit all other rights under this Policy.

ATTACHMENT 1

CWEA APPROVED LOCAL SECTIONS AND BOUNDARY DESCRIPTIONS

CWEA NORTHERN REGIONAL SECTION BOUNDARIES	
CWEA CENTRAL SAN JOAQUIN SECTION	Fresno, Kings, Madera and Tulare Counties, in the Central Valley Region of the SWRCB regions.
CWEA MONTEREY BAY SECTION	Monterey, Santa Cruz, San Benito Counties, plus the portion of Santa Clara County south of Coyote.
CWEA NORTH COAST SECTION	Del Norte, Humboldt, Trinity Counties, plus the portions of Siskiyou county west of the north-south line from the northern most point of Trinity County and at least 5 miles west of Highway I-5, plus the portion of Mendocino County north of Highway 20.
CWEA NORTHERN SAN JOAQUIN SECTION	Amador, Calaveras, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties.
CWEA NORTH SACRAMENTO VALLEY SECTION	Butte, Colusa, Glenn, Lassen, Modoc, Plumas, Shasta, Sierra, Sutter, Tehama, Yuba, Yolo counties, plus the portion of Siskiyou County east of the north-south line from the northern most point of Trinity County and at least 5 miles west of Highway I-5, and the portion of Nevada County in the Central Valley Region of the SWRCB regions.
CWEA REDWOOD EMPIRE SECTION	Lake, Marin, Napa, Sonoma Counties, plus the portions of Mendocino County south of Highway 20, and that portion of Solano County west of Highway 680 and north of Highway 12.
CWEA SACRAMENTO AREA SECTION	Sacramento County, plus the portions of El Dorado and Placer Counties in the Central Valley Region of the SWRCB regions and the portion of Solano County south of Highway 12 and east of Highway 680.
CWEA SANTA CLARA VALLEY SECTION	The portion of Santa Clara County north of Coyote and the portion of San Mateo County south of an east-west line from the Pacific Ocean to the Alameda County boundary just north of Millbrae.
CWEA SAN FRANCISCO BAY SECTION	Alameda, Contra Costa and San Francisco Counties, plus the portion of San Mateo County north of the east-west line from the Pacific ocean to the Alameda County boundary.
CWEA SIERRA SECTION	Alpine County, plus the portions of El Dorado, Mono, Nevada, and Placer Counties in the Northern Lahontan Region (north of Highway 167) of the SWRCB regions.

CWEA SOUTHERN REGIONAL SECTION BOUNDARIES	
CWEA COLORADO RIVER BASIN SECTION	Imperial County plus portions of San Diego, Riverside and San Bernardino Counties. North boundary is Banning (inclusive) to Yucca Valley to Twentynine Palms to Amboy to Needles. East boundary is Needles to Yuma. South boundary is Yuma to San Diego county line. West boundary is San Diego County line to Highway 52 to Highway 79 to Highway 371 to Highway 74 to Highway 243 to Banning. (Anza-Borrego area, including Borrego Springs, is within the CORBS boundaries.)
CWEA DESERT AND MOUNTAIN SECTION	Inyo County plus portions of San Bernardino, and Mono Counties in the Southern Lahontan Region of the SWRCB. (Big Bear, Running Springs, Lake Arrowhead, and Crestline are within the Desert and Mountain Boundaries.)
CWEA GOLDEN EMPIRE SECTION	Kern County.
CWEA LOS ANGELES BASIN SECTION	Los Angeles County.
CWEA SANTA ANA RIVER BASIN SECTION	Orange County plus portions of San Diego and Riverside counties. North boundary is Los Angeles County line to Highway 10 to Highway 38. East boundary is from Highway 38 through Yucaipa to Beaumont to Highway 40 to Highway 243 to Highway 74 to Hemet to Highway R3 to San Diego County line. South boundary is Orange County line. (Beaumont, San Bernardino, Redlands, Yucaipa, San Jacinto, Idyllwild, and Hemet are with the SARBS boundaries.)
CWEA SAN DIEGO SECTION	Portions of San Diego County. North boundary is San Diego County line south of San Clemente, east to Highway 79. East boundary is Highway 79 to Highway 52 to San Diego County line at Coyote Wells and follows County line to U.S./Mexico Border. (Anza-Borrego area, including Borrego Springs is not within San Diego Boundaries.)
CWEA TRI-COUNTIES SECTION	San Luis Obispo, Santa Barbara and Ventura Counties.

* SWRCB regions are the nine State Water Resources Control Board Watershed regions.

ATTACHMENT 2

List of CWEA Policies (policies are available on CWEA's web site)

CWEA POLICIES AND PROCEDURES IN EFFECT

Number	Subject	Creation	Last Revision
-	Personnel Policies and Procedures	1993	4/11/05
--	Internal Financial Procedures	1/27/00	06/29/02
93-1	Sexual Harassment	6/26/93	4/27/99
93-2	Booth Activities Guidelines for Exhibitors at CWEA Conferences	6/26/93	1/30/10
96-1	Standards for Presentations & Entertainment	1/27/96	
96-3	CWEA Purchasing & Disposal	9/21/96	1/28/06
96-5	Guidelines for CWEA WEB Site & Email and Local Sections WEB Sites & Email	9/21/96	5/1/99
97-2	Records Management Policy	(1993) 1/18/97	4/28/09
97-3	Surplus Property Disposal Policy	4/22/97	1/28/06
97-4	Site Selection & Hotel Negotiation Policy	4/22/97	1/31/04
97-5	Exhibitor Registration Policy	4/22/97	9/14/05
98-1	Code of Conduct	4/21/98	
99-1	Proxy Procedures	1/30/99	
00-01	Advertising	6/17/00	
01-01	Awards	6/23/01	9/21/11
02-01	Local Section Member Billing	1/26/02	4/02/02
02-02	Raffle Policy	04/02/02	
02-03	TCP Continuing Education for Recertification	04/02/02	9/10/03
05-01	TCP Code of Professional Ethics	01/15/05	1/28/06
05-02	Emergency Transition Plan – Executive Director	06/28/05	
07-01	Disability Accommodation	04/17/07	
09-01	ED Compensation Policy	02/07/09	1/28/12
09-02	Officer, Key Employee, and Staff Compensation Policy	04/28/09	9/21/11
09-03	Whistleblower Policy	04/28/09	

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09-04	Public Disclosure of Documents Policy	04/28/09	
09-05	Form 990 Review Policy	04/28/09	
09-06	Joint Venture Policy	04/28/09	
09-07	Local Section Policy	09/16/09	4/21/11
FP-101	Committee Finances	1/15/83	9/15/10
FP-102	Conference Speaker's Expenses	1/15/83	6/23/01
FP-104	Local Section Finances	4/24/91	9/15/10
FP-105	WEF Conference Expenses	9/18/79	9/21/96
FP-106	Physical Property Controls	4/24/91	4/17/07
FP-107	Checking and Credit Card Accounts	9/18/79	4/17/08
FP-108	Conflict of Interest	5/4/83	4/28/09
FP-109	Finance, Budget, and Accounting Schedule	4/24/91	9/21/96
FP-110	Financial Administration of Conferences and Seminars	4/24/91	1/15/05
FP-111	Financial Investment Policy	4/24/91	9/17/10
FP-112	Petty Cash Fund	4/7/92	4/17/07
FP-113	Reserve Policy	4/1/99	9/15/10
FP-114	Differential Prices of Products and Services	4/16/00	9/10/03
FP-115	Student Conference Registration Fees	4/17/07	
FP-116	Kirt Brooks Memorial Water Environment Scholarship Fund Annual Grant Appropriation Policy	09/16/09	

Also available online at http://www.cwea.org/members/mlr_leader_board_gd_policies.shtml

**INITIAL ACKNOWLEDGMENT
OF CWEA LOCAL SECTION POLICY**

As the President of the California Water Environment Association local section set forth below (the "Local Section"), I acknowledge that I have received a copy of the Local Section Policy of CWEA (the "Policy"), have read and understand the Policy, agree to comply with the Policy, and will engage in my best efforts to ensure that the other Local Section officers, directors, and members also comply with the Policy. I also agree on behalf of the Local Section that the Policy supersedes any prior documents or agreements regarding Local Section operations (including any Affiliation Agreement that may have been signed by CWEA and Local Section representatives), except as specifically provided in the Policy.

Dated: _____

Local Section Name: _____

Signature: _____

Printed Name of President: _____

Name and Address of CWEA Executive Director to whom the signed Acknowledgment should be returned:

Name

Address