

Georgia Association of Water Professionals (GAWP) and Georgia Section of American Water Works Association (GAWWA) Membership and Association Services Agreement

The agreement made this 26 day of JANUARY, 2023, by and between the Georgia Section of American Water Works Association, (hereinafter "GAWWA"), a Section of the American Water Works Association (AWWA), a non-profit organization, and Georgia Association of Water Professionals, a non-profit corporation (hereinafter "GAWP"); and

WHEREAS, GAWWA and GAWP have had a longstanding relationship that the parties wish to continue to the benefit of their respective and mutual memberships and the benefit of Georgia drinking water and the water environment; and

WHEREAS, GAWWA and GAWP have entered into a Memorandum of Understanding (MOU), with the purpose to form a common approach and a basis for establishing an efficient working and cooperative relationship between the two parties; and

WHEREAS, GAWWA and GAWP have agreed to enter into this contract for services to and for their members; and

NOW, THEREFORE, GAWWA hereby engages GAWP to provide GAWWA with membership and association management services for the terms and conditions hereinafter set forth:

1. MEMBERSHIP AND ASSOCIATION SERVICES TERMS AND CONDITIONS

GAWWA hereby engages GAWP to provide customary association management services, commonly performed by the staff of a scientific and educational society. In particular, GAWP shall provide to GAWWA the management and other services described in Exhibit A.

In exchange for the services outlined herein and in Exhibit A, GAWWA shall pay to GAWP the amount of the monthly AWWA member assessment paid to GAWWA.

Further, every member in good standing of GAWWA shall be provided GAWP membership with all rights and privileges provided under the GAWP Constitution, Bylaws, by practice, and/or tradition, without prejudice. There may be additional GAWWA members that are given a free membership to the Section (one-time trial membership at ACE, One AWWA scholarship recipient, etc.) that may be granted a reciprocal GAWP membership. These shall be mutually agreed upon between GAWP and GAWWA.

GAWP will assign a staff member to manage GAWWA services.

2. TERM OF AGREEMENT

This Agreement shall commence on this 26 day of JANUARY, 2023 and shall continue for the period of three years and remain in effect until a renewal is approved or this Agreement is terminated. This Agreement shall renew automatically unless terminated.

3. TERMINATION

a. Without Cause by Either Party

Either party may terminate this Agreement, without cause, by giving the other party 120 days' written notice thereof.

b. For Cause by GAWP

In the event that GAWWA does not fulfill its payment obligations under Paragraph 2, GAWP shall give GAWWA written notice of the same and 30 days within which to cure said breach to GAWP's satisfaction. If GAWWA does not satisfactorily cure said breach within such period, GAWP may terminate this Agreement, effective 60 or more days after the date of the written notice given hereunder.

GAWP shall have the right to terminate the Agreement immediately, upon dissolution of GAWWA by AWWA. In such event, this Agreement shall be terminated upon receipt of notice of termination from AWWA communicated by any acceptable business form.

c. For Cause by GAWWA

In the event of a material breach by GAWP of its obligations hereunder, GAWWA shall give GAWP written notice of the specific nature of the breach and 30 days within which to cure said breach to GAWWA's satisfaction. If GAWP does not satisfactorily cure said breach within such period, GAWWA may terminate this Agreement, effective 60 or more days after the date of the written notice given hereunder.

GAWWA shall have the right to terminate this Agreement, immediately upon the dissolution or filing for voluntary or involuntary bankruptcy (or its equivalent) by GAWP. In such event, this Agreement shall be terminated upon receipt of notice of termination from GAWWA, communicated by any acceptable business form.

d. Effect of Notice of Termination

All memberships shall continue through their term. GAWP shall be obligated to maintain a full level of service, up to the date of termination, to GAWWA and to cooperate fully with GAWWA or an assigned representative of or for GAWWA.

4. OWNERSHIP AND COPYRIGHT OF MATERIALS AND INFORMATION

All materials and information created for the sole benefit of GAWWA by GAWP, or entrusted to GAWP, pursuant to this Agreement, are and shall be the sole property of GAWWA.

Materials and information created by AWWA are copyrighted and shall not be reproduced in any format, by other organizations or individuals, except with written permission from AWWA.

GAWWA will obtain any appropriate permissions from AWWA prior to providing any materials copyrighted by AWWA to GAWP for publication or reproduction on behalf of GAWWA.

5. CONFIDENTIALITY AGREEMENT

GAWP agrees to preserve and protect the confidentiality of the proprietary and confidential information relating to GAWWA's finances, administration, and membership, including but not limited to, membership

and other mailing lists, financial statements and budgets, and other similar information or data. GAWP agrees not to disclose or disseminate such information to any third party, and not to use such information to its own benefit, the benefit of any of its officers or employees, without the prior written consent of GAWWA. GAWP and GAWWA shall respect each organization's request for confidentiality, including confidential matters discussed in Executive Session during Board Meetings.

This confidentiality agreement between GAWP and GAWWA is not intended to circumvent State and Federal statutes regarding 501(c)3 organization transparency or the rights of individual GAWWA members to request and review such relevant information.

6. DISPUTE RESOLUTION

In the event of a dispute between the parties in connection with this Agreement, both parties agree that disputes should first be attempted to be resolved by a panel of mutually selected members in good standing (of both organizations) before going to arbitration. This means of dispute resolution shall be non-binding.

If the non-binding dispute resolution process is not completed and parties do not reach a mutually agreeable settlement within 120 days after initiation of the non-binding dispute resolution process, the matter shall be submitted to arbitration before a single arbiter, in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

7. NOTICES

Any notices given under this Agreement shall be in writing and delivered by email, or certified mail addressed to the GAWWA Chair and Secretary-Treasurer.

Any notices given under this Agreement shall be in writing and delivered by email, or certified mail addressed to the GAWP Executive Director, Deputy Executive Director when the position is filled, and President.

8. ASSIGNMENT

Neither party shall assign its rights hereunder to any person or entity, without the prior written consent of the other party.

9. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia.

10. SEVERABILITY

If any provision contained herein is determined by a court of competent jurisdiction or any arbitration tribunal to be invalid or unenforceable, said determination shall not affect the validity and enforceability of the remaining provisions hereof. The parties represent that they are not aware that any provision of this Agreement is invalid or unenforceable.

11. FORCE MAJEURE

Neither party shall be in default hereunder, by reason of its delay in performing or failure to perform any of its obligations hereunder, if such delay or failure is caused by strikes, acts of God or the public enemy, riots, or interference by civil or military authorities.

12. SERVICE PROVIDER RELATIONSHIP

GAWP acknowledges that it is engaged as a service provider and that neither it, nor any of its employees shall be considered an employee of GAWWA for any purpose under any statute, rule, or regulation. GAWP agrees to indemnify and hold GAWWA harmless from, and to defend GAWWA against, any claim based upon an assertion that any GAWP employee is an employee of GAWWA, including without limitation, any claim for withholding tax, unemployment tax, social security payments, worker's compensation, or other similar taxes or payments. GAWWA will not directly compensate any GAWP employee.

13. AGENCY

This Agreement does not create a legal partnership, agency, or joint venture between the parties and does not entitle either party to enter into contracts, assume liabilities or obligations, or take any other action that binds the other party.

14. ASSOCIATIVE AGREEMENT CLAUSE

This is an agreement solely between GAWP and GAWWA. Despite the legal and associative relationship that GAWWA has with AWWA, this or any other agreement entered into by said parties is not binding on AWWA.

IN WITNESS WHEREOF, the undersigned, hereby certifying that they are authorized to do so, have executed this Agreement on behalf of their parties on the dates indicated below.

Georgia Association of Water Professionals

By: Pamela S. Burnett, Executive Director Date: January 26, 2023

Georgia Section of American Water Works Association

By: CORNELL SIMS, Chair Date: January 26, 2023

Exhibit A

ASSOCIATION MANAGEMENT SERVICES

I. ADMINISTRATIVE

For the purpose of meeting, training, or special event, GAWP shall, without hindrance, provide access for and to GAWWA members, committees, and Board members to all public areas of any facility leased or owned by GAWP, as well as electronic and other equipment therein, during regular business hours or other hours if requested in advance by GAWWA and approved by GAWP.

GAWP's headquarters facility mailing address can be utilized as the mailing address for official correspondence addressed to GAWWA, including parcel package delivery. Mail receipt and notification procedures shall be discussed annually with the GAWWA Chair and Secretary-Treasurer.

II. MEMBERSHIP

GAWWA shall provide membership in GAWP to all of its members in good standing with GAWWA/AWWA. To minimize confusion, GAWWA will send a welcome letter to new members within 30 days of notification of the new members from AWWA advising that, as a benefit of membership, GAWWA is providing them with membership in GAWP.

GAWP shall include an explanation of this benefit, at least twice per year in Georgia Operator, and the GAWP News & Notes.

Further, GAWP shall:

- a. Provide access to GAWWA and AWWA membership information and materials through a link to the GAWWA website.
- b. Provide the opportunity for GAWWA to display and distribute AWWA membership information and GAWWA materials in public areas of any facility leased or owned by GAWP where other GAWP membership and promotional materials are displayed or approved for display.

III. BENEFITS

Benefits extended to GAWP affiliates shall also be extended to GAWWA.

IV. TRAINING AND EVENT PLANNING

For any stand-alone training event of four hours in duration or longer, or for which more than two professional development hours or operator recertification points are to be awarded, GAWWA shall provide the right of first refusal to GAWP to provide event planning services to GAWWA. GAWWA shall outline the training event in a one-page training proposal. Following receipt of GAWWA's one-page training proposal, GAWP shall have ten (10) business days during which it may act on its first right of refusal. If GAWWA exclusively develops the curriculum for these trainings without the involvement of GAWP, then GAWWA shall retain the copyright for all materials and curriculum. When both GAWWA and GAWP are involved in the development of the curriculum, copyright shall be held jointly by GAWWA and GAWP. Should GAWP discontinue any training for which they have provided event planning services, GAWWA retains the right to conduct that training. For training events utilizing the planning services of GAWP, net revenues shall accrue to GAWP. Similarly, all losses incurred shall accrue to GAWP.

Should GAWP choose not to provide event planning services or upon expiration of the first right of refusal, GAWWA shall have the right to conduct and control the training event. The net revenues and/or losses shall then accrue to GAWWA. All training events developed by or in partnership with AWWA are exempted from the above process.

GAWP shall provide event planning services to GAWWA for all GAWP-led conferences, mutually agreed upon joint events, or training events accepted under the right of first refusal, (all of which are hereinafter referred to as "joint events") while coordinating with all responsible volunteer committees or units of GAWWA. These services are to include, but not be limited to:

- a. negotiate for facilities and service vendors for current and future years, as identified by the GAWWA Board of Directors, upon written or electronic notification from the GAWWA Chair or Secretary-Treasurer;
- b. conduct site inspections, as required for prudent event management;
- c. support GAWWA's leadership in developing and implementing promotions that include GAWWA branding;
- d. Include "GAWWA" after GAWWA committee names on all conference programs;
- e. manage the hotel, exhibit hall, decorator, speaker, and other service vendor relations;
- f. develop and maintain registration materials and program directory in print and electronic formats;
- g. handle exhibit space sales, assignments, processing of agreements and collections;
- h. handle registration processing and badge production and distribution;
- i. provide meeting planning, coordination, and appropriate on-site management staff;
- j. display the GAWWA logo along with all GAWP section logos in conference programs and signage; and
- k. adhere to all applicable requirements laid out with AWWA's Governing Documents, *Joint Section Meetings with Other Organizations*, as follows:
 - 1) Funds of the Section shall not be commingled in any way with the funds of other organizations.
 - 2) Each Section participating in joint efforts, meetings, and committee activities with other organizations should identify its affiliation with AWWA as follows:
 - i. The program should provide due recognition for AWWA's official representative and allow prime time for the presentation of his/her message to the Section members, including during the opening session during the annual conference.
 - ii. An appreciable and identifiable portion of the technical program should include papers and discussions related to the water supply profession, the Association's objectives, and the advancement of administrative and technical knowledge of the Section members.
 - iii. The announcement of GAWWA's George Warren Fuller Awardee and other appropriate AWWA awards should be made by the official AWWA representative at a suitable function of the conference. In addition, the GAWWA Chair shall be provided time to present on GAWWA during the Awards Banquet/Luncheon at the annual conference.
 - iv. The Section's annual business meeting should be held separately, with respect to either time or location, from the other organization's business meeting.

- l. GAWWA shall provide ribbons designating GAWWA membership to be used on conference badges.
- m. GAWP shall provide a minimum of two complimentary registrations for visiting AWWA officers or staff to all GAWP conferences and joint events; Section members do not qualify for these complimentary registrations unless they also serve as an Officer of AWWA. GAWP will hold two rooms within the reserved block at the annual conference hotel for visiting AWWA officers or staff but GAWP will not be responsible for room charges. GAWWA will notify GAWP of the names of the visiting officers/staff to be assigned to the rooms at least 6 weeks prior to the annual conference, along with arrival and departure dates.
- n. GAWP shall prepare appropriate supplemental award materials for GAWWA awards equal to the materials prepared for other affiliate awards, including posters and recognition in any publications, following appropriate and timely notification of winners by the GAWWA Executive Committee. GAWP shall keep winners of designated GAWWA and AWWA awards confidential as directed by the GAWWA Executive Committee.
- o. GAWWA shall provide winner information and biography materials in a timely manner to GAWP for recipient coordination to avoid award duplications and for consistent development of award presentation scripts. The GAWWA Section Guidelines outline the nomination and notification process and applicable deadlines.
- p. GAWWA shall be provided gratis with three exhibit hall booth spaces (i.e., one for GAWWA, one for GAWARN, and one for Water for People) finished and ready for tabletop display at any event at which GAWP has paid exhibitors. Booth locations shall be determined previous to such events by mutual agreement. Individuals who work these booths shall be required to register and pay as conference attendees. Individuals working only these booths shall be required to pay fees associated with exhibit hall-only registrations.
- q. GAWP shall invite the GAWWA Chair to participate in the planning and attend the annual committee chair training. GAWP shall provide time for the GAWWA Chair to review the relationship between the organizations and provide additional training to GAWWA Committee Chairs.

V. COMMUNICATIONS

GAWWA shall have available space in all regular GAWP print and electronic communications. Space shall be sufficient to accommodate editorial content developed or delivered by GAWWA on at least an equal basis to the GAWP affiliates. Failure to meet predetermined deadlines for the submittal of materials by GAWWA, following appropriate reminders from GAWP staff, may result in forfeiture of this space for the issue in question.

GAWP staff shall provide layout, design, production, printing, and mailing/distribution support. GAWWA will be solely responsible for writing and editing articles for publication.

The final decision on editorial content developed or provided by and for GAWWA rests with GAWWA.

GAWWA's logo shall appear on the GAWP website homepage, and all GAWWA committees shall be listed as "GAWWA" following committee name on GAWP's website, including the drop-down menu for Committees as well as the home page for each committee. The assigned GAWWA EC member shall also be listed as a liaison for all GAWWA committees.

GAWWA shall be provided a link to its website on GAWP's home page on an equal basis to the GAWP affiliates. Upon request from the GAWWA Chair or Secretary Treasurer, GAWP shall also provide electronic distribution of newsletters and notices to GAWWA members without additional charge.

All GAWP communications, print or electronic, in which GAWWA appears, must be cobranded with the GAWWA logo in a manner at least equal to other GAWP affiliates.

VI. INCOME AND EXPENSES

Unless otherwise negotiated, all income and expenses from joint activities for which GAWP has agreed to provide event planning services shall accrue to GAWP, with one income exception:

- a. All net proceeds raised through a GAWWA-sponsored or organized event for a charitable cause or scholarship shall accrue to GAWWA for subsequent distribution to the designated beneficiary.

VII. AWARDS

GAWP shall provide logistical and staff support to GAWWA for competitions and awards.

All GAWWA and AWWA awards and competitions shall be recognized as such, through the use of the appropriate logos in all written and electronic materials and publications.

Determination of winners of GAWWA and AWWA awards and competitions shall be made by GAWWA.

VIII. FUNDRAISING

GAWWA fundraising activities and events at joint events will be coordinated with GAWP through its Executive Director and Board of Directors to avoid overlap and facilitate promotion and support of the effort.