

INTERNATIONAL MUNICIPAL SIGNAL ASSOCIATION, INC.

Charter Agreement
[NAME] Northwest IMSA Section

This Charter Agreement (this "Charter") is entered into between the International Municipal Signal Association, Inc., a Florida not for profit corporation ("IMSA International") and the Northwest [IMSA SECTION NAME] IMSA Section of IMSA International, Inc. a 503 c6 not for profit corporation (the "IMSA Section"), effective on January 1, 2025.

By signing this Charter, the parties agree to the terms listed herein, and the IMSA Section specifically recognizes that this Charter does not confer the protection of corporate status or tax-exemption on the IMSA Section. The IMSA Section assumes responsibility for applying for and maintaining both corporate status and/or tax-exempt status. Failure to abide by the terms of this Charter by either party may cause the termination of this Charter as outlined in Section VI.

I. GRANT OF CHARTER

IMSA International grants the IMSA Section a non-exclusive, revocable, non-transferable, royalty-free license to operate under the name "International Municipal Signal Association, Northwest [IMSA SECTION NAME]." IMSA International designates the IMSA Section geographic jurisdiction as including and limited to states of Alaska, Washington, Oregon, Idaho and Montana [list the detail of the IMSA Section boundaries here].

Alaska, Idaho, Montana, Oregon, Washington
This Charter authorizes the IMSA Section to identify itself and act as an IMSA Section of IMSA International as described in the Bylaws of IMSA International and subject to the terms of this Charter and sets forth the agreement between IMSA International and the IMSA Section concerning the relationship between the parties.

The parties agree that they will work together to achieve IMSA International's organizational mission and vision as stated in the GPM, section IV, of the current IMSA Section Handbook.

This Charter is valid for one year and will automatically renew if no changes are to be made within 90 days of the expiration date, unless sooner terminated pursuant to the terms of this Charter.

II. GOVERNANCE AND COMPLIANCE

A. Governing Documents

The maintenance of governing documents is important to the health of any nonprofit organization.



IMSA International agrees to:

1. Maintain articles of incorporation and bylaws (“governing documents”) and to follow the appropriate amendment procedures described therein.
2. Disseminate current copies, and future amended copies, of the governing documents to the IMSA Section with explanation of any impact to the IMSA Section operation.

The IMSA Section agrees to

1. Maintain articles of incorporation and bylaws (“governing documents”) that are consistent with those of IMSA International and conform to the laws of its state or Canadian province of formation and to follow the appropriate amendment procedures described therein (as stated in item 2 below).
2. Provide copies of any proposed amendments to the IMSA Section’s governing documents to IMSA International’s Executive Director for review by IMSA International’s Bylaws Committee and Board of Directors for approval prior to adopting such proposed amendments. The amendment review timeline is stated in the GPM, section IV, of the current Section Handbook.

B. Governance

IMSA International is governed by a Board of Directors as described in its articles of incorporation and bylaws. The IMSA International Board of Directors has created a Council of Delegates representing the IMSA International membership and has granted decision-making authority regarding certain membership matters to the Council of Delegates.

IMSA International agrees to:

1. Communicate to the IMSA Section the IMSA International Bylaws as it relates to the election of delegates from the IMSA Section to the Council of Delegates.

The IMSA Section shall be governed by an IMSA Section Board of Directors, whose members and officers shall be elected directly by the members of the IMSA Section, and shall maintain representatives on the IMSA International Council of Delegates; the IMSA International Bylaws contain the details regarding this matter.

The IMSA Section agrees to:

1. Utilize an IMSA Section nominating process as described in the IMSA Section Bylaws.
2. Conduct at least two IMSA Section board meetings per year.



3. Conduct at least one business/annual meeting of its membership per year as described in the IMSA Section bylaws.
4. Select a primary and alternate delegate to actively participate in the Council of Delegates in accordance with the IMSA International bylaws.
5. Provide financial support, as determined by the IMSA Section Board, to enable delegates to participate in delegate meetings and other delegate functions including the annual IMSA International Council of Delegates meeting in conjunction with the IMSA International Annual Conference.

C. Legal Compliance

IMSA International is incorporated as a not-for-profit corporation in the state of Florida and has been recognized as a Section 501(c)(3) tax-exempt organization. The parties will operate in conformance with their respective governing documents and all laws and regulations pertaining to their corporate and tax status.

IMSA International agrees to:

1. Cause the organization to remain in good standing under the law.
2. Cause the organization to continue to qualify for exemption pursuant to section 501(c)(3) of the Internal Revenue Code.
3. Submit required reports to the government as required by federal and state law.
4. Operate in compliance with all other applicable federal, state, and local laws, regulations, and ordinances.
5. Retain appropriate legal counsel for IMSA International.
6. Assist the IMSA Section in identifying appropriate legal counsel when requested.

The IMSA Section agrees to:

1. Remain in good standing under the laws of the state or Canadian province where it is formed.
2. Inform IMSA International if it intends to change its organizational status (*e.g.*, to pursue incorporation or to let a current incorporation lapse).
3. Cause the organization to continue to qualify for any exemption or not-for-profit status previously granted pursuant to the Internal Revenue Code, state law, or Canadian authority.

4. Inform IMSA International if it intends to qualify for a separate tax exemption or not-for-profit status or allow a current tax exemption or not-for-profit status to lapse.
5. Submit required reports to the government as required by federal and state law or the law applicable in the Canadian province.
6. Operate in compliance with all other applicable federal, state, Canadian, provincial and local laws, regulations and ordinances as applicable.
7. Retain appropriate legal counsel for the IMSA Section when necessary.
8. Immediately notify the IMSA International office of any legal action.

III. INTELLECTUAL PROPERTY

A. Limited License

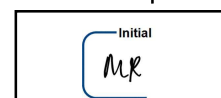
IMSA hereby grants to the IMSA Section a limited, revocable, non-exclusive license to use (i) the name "International Municipal Signal Association", acronym "IMSA," logo of IMSA International, and other IMSA International trademarks, service marks, trade names, and logos (the "Marks"), (ii) IMSA International's membership lists with respect to past, current or nonmembers located within the IMSA Section's geographic territory (the "Mailing Lists"), and (iii) all copyrighted or proprietary information and materials of IMSA International or the IMSA Center for Public Safety Certification, Inc. ("CFPSC") provided by IMSA International to the IMSA Section during the term of this Charter (the "Proprietary Information") (the Marks, Mailing Lists, and Proprietary Information are collectively referred to as the "Intellectual Property"), in or in connection with the IMSA Section's name, acronym and logo and for other official IMSA Section-related purposes, with the limited authority to use the Intellectual Property solely in connection with the activities authorized under this Charter, subject to the terms and conditions of this Charter and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to the IMSA Section by IMSA International.

B. Updates

IMSA International may update the IMSA International logo (and/or other Marks) from time to time.

IMSA International agrees to:

1. Inform the IMSA Section of any alterations to the IMSA International logo and provide up to one year for the IMSA Section to bring the IMSA Section logo up to the new IMSA logo standards in accordance with the IMSA Style Guide.



The IMSA Section agrees that:

1. In all oral and written communications, the IMSA Section will identify itself only in the way expressly described in Section I of this Charter.
2. In all oral and written communications, the IMSA Section may use the IMSA International logo and will abide by the graphics display policies established by the IMSA Style Guide.

C. IMSA International/CFPSC Property

The Intellectual Property is and shall remain at all times the sole and exclusive property of IMSA International or CFPSC. Any failure by the IMSA Section to comply with the terms and conditions contained herein, whether willful or negligent, may result in the immediate suspension or revocation of this license, in whole or in part, by IMSA International. Failure to comply, whether willful or negligent, also may result in the termination of this Charter by IMSA International. The interpretation and enforcement of these terms and conditions, and compliance therewith, shall be made by IMSA International in its sole discretion.

D. No Alterations

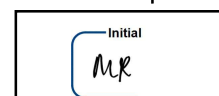
IMSA International's logo may not be revised or altered in any way and must be displayed in the same form as produced by IMSA International. The Marks may not be used in conjunction with any other trademark, service mark, or other mark without the express prior written approval of IMSA International.

E. Use of Intellectual Property

The Intellectual Property must be used by the IMSA Section in a professional manner and solely for official IMSA Section-related purposes. In any authorized use by the IMSA Section of the Intellectual Property, the IMSA Section shall ensure that the applicable trademark and copyright notices are used pursuant to the requirements of United States law and the laws applicable to the IMSA Section's geographic territory. The IMSA Section shall not permit any third party to use the Intellectual Property without IMSA International's express prior written approval. The Intellectual Property may not be used in any manner that, in the sole discretion of IMSA International, discredits IMSA International or CFPSC, or tarnishes their reputation and/or goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between the parties, including but not limited to the fact that the IMSA Section is a separate and distinct legal entity from IMSA International and CFPSC.

F. No Rights by Use

Use of the Intellectual Property shall create no rights for the IMSA Section in or to the Intellectual Property or its use beyond the terms and conditions of this limited and revocable license. All rights of usage of the Intellectual Property by the IMSA Section shall terminate



immediately upon the revocation, surrender or other termination of this Charter. The IMSA Section's obligations to protect the Intellectual Property shall survive the revocation, surrender or other termination of this Charter.

IV. OPERATIONS

A. Financial Operations

IMSA International agrees to:

1. Operate under generally accepted accounting, financial and fiscal policies as adopted by IMSA International.
2. Ensure that IMSA International policies cannot obligate the IMSA Section to any financial or legal contractual obligation without specific, prior, mutual, written permission or amendment to this Charter.
3. Annually make available to the IMSA Section a report of the financial status of IMSA International and a copy of its federal and state tax forms.
4. Obtain an audit by a certified public accountant that shall render an opinion concerning the fair presentation of IMSA International's finances on a frequency set by the IMSA International Board of Directors.
5. Abide by all financial reporting laws and regulations.

The IMSA Section agrees to:

1. Operate under generally accepted accounting, financial and fiscal policies.
2. Distribute a copy of the IMSA Section adopted financial and fiscal policies to IMSA International upon adoption and amendment.
3. Ensure that the IMSA Section policies may not obligate IMSA International to any financial or legal contractual obligation without specific, prior, mutual, written permission or amendment to this Charter.
4. Make available an annual report of the general financial status of the IMSA Section, and copies of all federal, state or Canadian tax filing documents, as required by law to be filed.
5. Adhere to the approved financial reporting practices as required by the IMSA Section Handbook.
6. Abide by all financial reporting laws and regulations.



B. Business Practices

Both parties agree to conduct their business and activities in accordance with generally accepted principles governing operations of incorporated organizations.

IMSA International agrees to:

1. Maintain an office for IMSA International.
2. Maintain a mailing address, e-mail address and phone number for IMSA International.
3. Abide by all applicable employment laws.
4. Maintain and abide by written personnel policies and procedures approved by the IMSA International Board of Directors.

The IMSA Section agrees to:

1. Maintain a mailing address, email and phone number for the IMSA Section office that is located within the geographic jurisdiction of the IMSA Section.
2. Abide by all applicable employment laws.

C. Insurance

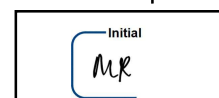
IMSA International agrees to:

1. Maintain insurance coverage for IMSA International directors' and officers' liability, general liability, professional liability, and bonding of key employees related to financial transactions.
2. Assist IMSA Sections in evaluating insurance options for the IMSA Section.
3. Maintain other insurance coverage necessary for the protection of IMSA International, as determined by the IMSA International Board.

The IMSA Section agrees to:

1. Maintain insurance coverage for the IMSA Section: directors' and officers' liability, general liability, professional liability and bonding of individuals managing financial transactions separate from IMSA International and provide proof of such coverage to IMSA International.
2. Maintain other insurance necessary for the protection of the IMSA Section, as determined by the IMSA Section Board of Directors.

D. Voluntary Surrender of Charter; Dissolution of the IMSA Section



1. The IMSA Section may surrender this Charter by delivering to IMSA International written notice of its intention to do so no less than 30 days prior to the effective date of such surrender.
2. Upon dissolution of the IMSA Section, the assets of the IMSA Section shall be transferred to IMSA International (unless otherwise described in the articles of incorporation of an incorporated IMSA Section); provided, that IMSA International may decline to receive any of such assets. In the event that IMSA International accepts and receives any assets, unrestricted assets will be used at the discretion of the IMSA International Board of Directors, and restricted assets will be administered by IMSA International or successor section in accordance with the restriction.

V. SERVICES TO IMSA INTERNATIONAL MEMBERS

As associations, IMSA International and the IMSA Section will provide a baseline of services to their members. IMSA International and the IMSA Section may provide more than the baseline services in any or all areas outlined below.

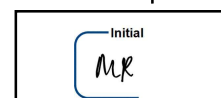
IMSA International agrees to:

1. IMSA International agrees to continue to be incorporated as a membership association with member categories determined by the IMSA International Board of Directors.
2. IMSA International agrees to have an operational policy that indicates that membership in IMSA International includes an affiliation with an IMSA Section as defined by the geographic boundaries. IMSA members may request a section change by contacting IMSA staff.

The IMSA Section agrees to:

1. The IMSA Section agrees that its members are limited to only those individuals who are IMSA International members and are affiliated with the IMSA Section.
2. The IMSA Section agrees that it will not seek to recruit members that are not in its geographic jurisdiction.
3. The IMSA Section agrees that it will communicate with and obtain consent in writing or electronically from another IMSA Section if the IMSA Section desires to provide services or conduct activities within the other IMSA Section's geographic jurisdiction within 10 business days prior to making contact.
4. If the IMSA Section does not respond or acknowledge receipt of communication from another Section within 10 business days, IMSA International has the right to designate another IMSA Section to provide services in that geographic jurisdiction.

A. Serving Member Needs



Determining the needs of members is important in the continued development of member services. The IMSA Sections and IMSA International will use various methods to collect and interpret member needs.

IMSA International agrees to work with the IMSA Section to determine what the section membership needs are and will develop the appropriate methods for addressing those needs.

The IMSA Section agrees to cooperate with IMSA International as appropriate to address any membership needs at the IMSA Section level.

B. Education, Training and Certification

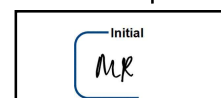
IMSA International and the IMSA Section are dedicated to providing education, training, and certification opportunities to their members. Various delivery methods will be utilized by both parties.

IMSA International agrees to:

1. Provide certifications to IMSA International students.
2. Develop and update exam prep programs related to IMSA certifications.
3. Create and publish either printable or online current and relevant materials of interest to IMSA International members.
4. Provide continuing education materials to support members.
5. Provide links to appropriate educational resources for use by “members only”.
6. Develop relationships with other organizations to share current industry knowledge.
7. Maintain an updated website listing of all IMSA International and IMSA Section educational opportunities.
8. Provide an annual IMSA International educational offering.
9. Support and assist, where needed, with IMSA Section educational offerings.

The IMSA Section agrees to:

1. Only utilize the approved materials created by IMSA International, CFPSC and their partners for IMSA certifications. Additional supplemental material may be added.
2. Offer at least two certification courses each calendar year.
3. Provide IMSA International with a current list of all educational opportunities for posting on the IMSA International website and IMSA International publications.



4. Adhere to the IMSA International Certification Policies and Procedures Manual.

C. Leadership Development

IMSA International and the IMSA Section are dedicated to providing appropriate training for their volunteers.

IMSA International agrees to:

1. Annually orient all new members of the IMSA International Board of Directors.
2. Partner with the IMSA Section to develop leaders of IMSA International and the IMSA Section including board development.

The IMSA Section agrees to:

1. Annually orient all new members of the IMSA Section board.
2. Provide training for other IMSA Section volunteers as needed.
3. Partner with IMSA International to develop leaders for the IMSA Section and IMSA International.

D. Legislation and Advocacy

Numerous legislative and public policy issues affect the membership of IMSA International. In order to serve our membership, IMSA International agrees to have an operational policy that indicates the Executive Director will:

1. Communicate, at least annually, all national committee and representative reports to all IMSA Section Primary and Alternate Delegates.

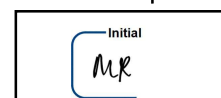
The IMSA Section agrees to:

1. Monitor state, provincial and/or local legislation and regulations within the geographic boundaries identified on page one of this Charter. The IMSA Section should coordinate with other IMSA Sections that have a geographic jurisdiction in the same state or province.
2. Disseminate that information to its members and IMSA International.

E. Member Recruitment and Retention

IMSA International and the IMSA Section will work together to recruit new members and retain current members.

IMSA International agrees to:



1. Provide written and electronic materials for use in marketing to members and prospective members.
2. Provide member data to the IMSA Section as requested.
3. Provide assistance as needed to the IMSA Section in the development and implementation of member recruitment and retention efforts.

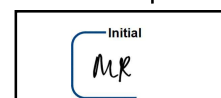
The IMSA Section agrees to:

1. Develop and implement member recruitment and retention efforts.
2. Recruit members only within the geographic territory of the IMSA Section as stated in this Charter.

VI. DISPUTES

A. Breach of Charter

1. Termination of Charter. This Charter may be terminated by IMSA International upon a material breach by the IMSA Section of any provision of this Charter or any applicable provision in the IMSA Section Handbook in accordance with this Section VI.
2. Investigation. The IMSA International Board of Directors shall appoint a Charter Committee to investigate any alleged material breach of this Charter. The Charter Committee shall have three to five members, appointed by the Board of Directors of IMSA International. The Charter Committee shall have thirty (30) days from receipt of the charge to investigate the alleged material breach of the Charter and make its recommendations to the IMSA International Board of Directors. If a majority of the Charter Committee determines that such a breach has occurred, it may recommend suspension or surrender of the Charter in a written recommendation to the IMSA International Board of Directors, setting forth the facts upon which this decision and recommendation were based. In its discretion, the IMSA International Board of Directors may suspend the Charter during such investigation of breach to avoid harm to IMSA International, in which event, written notice to the IMSA Section will be provided within three (3) days of the decision to suspend during the period of investigation.
3. Board Action. The IMSA International Board of Directors shall review the investigating Charter Committee's report and render a decision within forty-five (45) days of its receipt. Upon its review, the IMSA International Board of Directors may suspend or terminate this Charter based on the material breach of this Charter by the IMSA Section by the affirmative vote of two thirds of the IMSA International directors voting. Any Board action to suspend or terminate this Charter shall be promptly communicated to the IMSA Section by certified mail, return receipt requested.

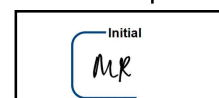


4. Dispute Resolution Upon Decision to Suspend or Terminate. The decision of the IMSA International Board of Directors may be appealed through the Dispute Resolution process in Section VI B of this Charter.
5. Surrender of Charter. In lieu of investigation by the Charter Committee or review by the IMSA International Board of Directors, the IMSA Section may surrender this Charter by delivering to IMSA International written notice of its intention to do so no less than 30 days prior to the effective date of such surrender.

B. Dispute Resolution

The parties agree that all disputes arising under this Charter (“Dispute”) shall be resolved by the following process:

1. Negotiations. The parties to any Dispute shall first meet, confer in good faith and attempt to negotiate between themselves to resolve such Dispute. The negotiations may be between IMSA Sections or between an IMSA Section and IMSA International. At least one officer of each party involved in the Dispute shall be appointed to lead and be responsible for such negotiations.
2. Mediation. If the Dispute cannot be resolved by direct negotiation as described above within thirty (30) days following notice of the Dispute, the Dispute shall be referred to mediation to be conducted by an independent mediator selected by mutual agreement of the parties. The mediation shall be conducted in accordance with Florida law. All costs of the mediator shall be paid equally by the parties involved in the mediation. Any resolution reached at mediation shall be binding on all parties.
3. Arbitration. If resolution is not reached through mediation, the Dispute shall be referred to arbitration. The arbitration shall be conducted in accordance with the applicable rules of the American Arbitration Association (“Rules”) and shall take place in Florida. A single arbitrator shall be selected by the parties under those Rules. The filing fee for the arbitration shall be paid by the party that initiates the arbitration. All costs of the arbitrator shall be paid equally by the parties involved in the arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In addition to that provided for in the Rules, the arbitrator has sole discretion to permit discovery consistent with the Federal Rules of Civil Procedure and the judicial interpretation of those rules upon request by any party. Arbitration shall not apply to those claims which cannot be subject to arbitration by statute, regulation or common law.
4. Confidentiality. The parties to any Dispute agree that the negotiation, mediation or arbitration of the Dispute will be maintained as confidential except as the IMSA Section or IMSA International may be required to disclose the Dispute or outcome to their members, officers, attorneys, insurers, advisors and government agencies. The parties agree to abide by and comply with Florida and



Federal Rules of Evidence regarding the confidentiality of settlement discussions, the Florida Mediation Confidentiality and Privilege Act, Fla. Stat Sec. 44.401 *et seq.*, the Florida Arbitration Code, Fla. Stat. Ch. 682 and the Federal Arbitration Act.

VII. MISCELLANEOUS

A. Agency

This Charter is not intended to create an agency relationship of any kind. The IMSA Section has no authority to obligate IMSA International. The IMSA Section agrees not to contract any obligations in the name of IMSA International, nor to use IMSA International’s credit in conducting any activities under the Charter, except upon the express written authority of IMSA International’s Executive Director.

B. Indemnification

IMSA International and the IMSA Section each agree to indemnify and hold harmless each other and their respective members, officers, directors, employees and agents and other IMSA Sections for any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney’s fees, costs, and other expenses incurred, on account of any activities conducted by IMSA International and the IMSA Section, respectively. The rights and responsibilities established in this paragraph shall survive indefinitely the termination of the Charter.

C. Waiver

Either party’s waiver or failure to exercise any right provided for in this Charter shall not be deemed a waiver of any further or future right under this Charter.

D. Successors and Assigns

This Charter shall be binding on the parties, and on their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment. However, this Charter shall be void upon its assignment by the IMSA Section to any other person or entity without the express written consent of IMSA International.

E. Notices

All notices and other written communications under this Charter shall be addressed as indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

If to IMSA International:

International Municipal Signal Association, Inc.



597 Haverty Court, Suite 100
Rockledge, FL 32955

If to IMSA Section:

1122 Industry Street

Bldg B

Everett, WA 98203

[ENTER IMSA SECTION ADDRESS INCLUDING EMAIL HERE] kantrim@westernsystems-inc.com

F. Governing Law and Venue

This Charter shall be governed in all respects by the law of the State of Florida. Venue for any legal proceeding or equitable action arising out of or relating to this Charter shall lie in the state courts of Brevard County, Florida, and the parties hereto do hereby specifically waive any other jurisdiction and venue.

G. Amendment

This Charter (and the documents referenced in this Charter) constitutes the entire agreement between the parties and supersedes all prior writings or oral agreements. This Charter may be amended only in writing by clearly setting forth the amendments and signed by both parties against whom enforcement is sought.

H. Authority

Each party warrants that the individual signing this Charter on its behalf is duly authorized to do so.

IN WITNESS THEREOF, each of the parties hereto has caused this Charter to be executed by its duly authorized agent. Northwest

International Municipal Signal Association, Inc. IMSA _____ [ENTER IMSA SECTION NAME]

IMSA International Board President:

IMSA Section President:

Signed by:

CR47A0E3D3DA4ED

Signed by:

4DAE99776617448...

Signature Guy Petinga
Print Name: _____

Signature Mark Rodgers
Print Name: _____

