CHAPTER AGREEMENT

Local Government Hispanic Network and

[Chapter Name] Local Government Hispanic Network

This Chapter Agreement is made by and between the Local Government Hispanic Network (LGHN), a national nonprofit incorporation and [Chapter Name] Local Government Hispanic Network and is effective [date].

The purpose of this Agreement is to acknowledge by both the above parties the agreement to the following terms:

# Recognition of [Chapter Name] Regional Chapter

1. **Chapter**. LGHN hereby recognizes [Chapter Name] Local Government Hispanic Network as a Regional Chapter organization and in accordance therewith, authorizes it to use the name “Local Government Hispanic Network,” acronym “LGHN” and logo of LGHN in or in connection with [Chapter Name] Local Government Hispanic Network’s name, acronym and logo, with the authority to use such marks in connection with Chapter’s activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached herein, or subsequently provided to the Chapter by LGHN.Chapters shall use language stating they are “A Chapter of LGHN” as part of their logo. LGHN shall provide the artwork to the chapter.
2. Term and Termination. The Term of this Agreement shall commence on the effective date set forth above and shall continue until revoked by either party, pursuant to the terms of this Agreement. Either party may request revisions to this agreement to enhance mutual partnership benefits.
3. Territory. Chapter shall represent LGHN as LGHN Regional Chapter in [location] (the “Territory”) pursuant to and in accordance with LGHN’s mission and purposes as set forth in LGHN’s Articles of Incorporation and Bylaws or as otherwise established by LGHN Board of Directors. LGHN acknowledges that the [Chapter Name] Regional Chapter designation is exclusive in the Territory and other chapters shall not be designated in the Territory.
4. Authorized Activities. LGHN encourages the Regional Chapter to conduct the following activities within the Territory: membership recruitment, professional development, education and training activities, networking activities, career enhancement and awareness activities, and such other activities as may be consistent with the mission and purposes of LGHN and in which LGHN may from time to time authorize the Chapter to engage.

# Membership

Members of the Regional Chapter organization shall be considered members of LGHN. The terms and conditions (where these terms and conditions are specified) of membership in LGHN shall be determined by LGHN. The terms and conditions of membership in the Chapter shall be determined by the Chapter. The Chapter shall provide Chapter members’ names, positions, and contact information to LGHN.

# Obligations of LGHN

## LGHN’s obligations under this Agreement shall include:

# Maintaining a national office of and promoting the organizations’ mission, goals and objectives to enhance the reputation and goodwill of LGHN.

# Maintaining tax-exempt status.

# Maintaining LGHN Bylaws.

# Maintaining a comprehensive membership database, and providing maintenance and advancement of a membership program for individuals, students, institutions and private sector organizations in accordance with a dues structure approved by the Board of Directors.

# Invoicing and collecting dues from LGHN members, local governments, and chapters for dues renewal. The portion of the dues collected for the chapter shall be remitted to the chapter by LGHN for their use in chapter administration, professional development and other programming.

# Conducting professional development programs that will benefit members.

* 1. Maintaining a national committee structure.

# Conducting national education and training conferences, regional seminars and networking activities in locations throughout the United States for the benefit of LGHN members. Conduct national biennial conferences (contingent upon local representatives’ ability to organize conference activities) with logistical and technical assistance to conference planners/organizers, including fundraising support.

# Conducting on-line training opportunities throughout the year.

# Providing marketing and educational publications, brochures and other promotional materials that may be made available to Chapters for their use.

# Maintaining an LGHN website to serve members and enhance promotion of LGHN and the recruitment of members. All Chapters shall be listed on the website with a link to local/regional website, if available. LGHN shall coordinate access to local/regional activities on the LGHN website.

* 1. Assigning an LGHN board member to be a liaison with each Chapter.
  2. Working with Chapters to identify and provide information on national issues impacting local governments.
  3. Serving as a link with ICMA through the ICMA/LGHN Chapter agreement.
  4. Optional obligations (\*requires semi-annual financial reporting to LGHN and may require additional fees commensurate with services provided):
     1. \*Allow Chapters use of the LGHN tax-exempt status to fundraise.
     2. Provide banking and fiscal accounting services for Chapters (may require additional fees to cover administrative costs).
     3. Recruit members for Chapters.
     4. Provide technical assistance and resources to Chapters for activities such as facilitation and strategic planning.

# Obligations of Regional Chapter

1. The Regional Chapter certifies it was established as an LGHN Regional Chapter on [date], and has submitted bylaws approved by its Board as the governing body. The Regional Chapter will provide bylaws updates to the LGHN national organization. The Regional Chapter shall have as its purposes, those set forth in their bylaws, and shall conduct its activities at all times in accordance with such bylaws and all other Chapter-related policies, procedures or other written guidance.
2. The Chapter shall maintain reasonable records related to all of its programs, activities and operations. The Chapter shall submit written reports, upon request, to LGHN summarizing its programs, activities and operations, as well as a list of officers and directors.
3. Develop and promote Chapter mission, goals and objectives; promote LGHN mission, goals and objectives.
4. Develop and maintain Chapter board and committee structure.
5. Board Participation. Develop members to increase their eligibility to serve on the LGHN and ICMA boards of directors.

## Annual Reporting. Chapter is requested to submit an annual report outlining its officers and directors. At some point in the future, the Chapter may be asked to submit a report of program activities, and a statement of financial standing for the 12-month period ending December 31.

## Programs and Activities. Chapter shall endeavor to sponsor and conduct programs and activities that further the mission and objectives of LGHN and shall use its best efforts to ensure that such activities and programs supporting LGHN’s mission are of the highest quality with respect to content, materials, and logistical preparation. Examples include chapter programs and networking activities.

1. Regional Chapter Affiliation Dues: The Regional Chapter shall pay annual affiliation dues, established to provide for local support of the activities of the national office, particularly those that support chapter activities, including administration and program activities. The annual dues assessment shall be established by the LGHN board of directors and be effective January 1 of each year. The Chapter shall provide the list of all Chapter members and contact information for each when submitting dues payment.
2. Optional obligations:
   1. Assist with logistics and planning for biennial conference.
   2. Encourage members to engage as active members of the LGHN national organization.
   3. Provide speakers for ICMA and LGHN conference sessions and regional meetings.

# Obligation of both LGHN and Regional Chapter

1. Advocate for and promote Hispanic leadership in local government**.**
2. Promote cultural competency in service to the Hispanic community.
3. Promote LGHN national organizational and Regional Chapter identity.
4. Promote LGHN awards, including Civic Engagement and Emerging Leader awards.
5. Conduct semi-annual chapter meetings, one of which will be at the annual ICMA conference.
6. Develop annual activities report to the LGHN national organization. This information will be shared with other chapters to assist with program development in other regions.
7. LGHN encourages Chapter to submit articles about their activities for publication in LGHN publications and on the LGHN website. These articles may be submitted to ICMA for publication.
8. Development of a mutual annual work plan that addresses:
   1. Membership development
   2. Professional development opportunities (including ICMA/LGHN webinars)
   3. Conferences and/or seminars

Both LGHN and Chapter may offer the following benefits with respect to each other’s conferences, if held:

* 1. Complimentary registrations (TBD)
  2. Free exhibit space
  3. Conference program advertisement
  4. Recognition of mutual Chapter organizations during opening and closing ceremonies
  5. Recognition, links and promotion of mutual Chapter organizations on the LGHN and Chapter websites, including placement of logos
  6. If possible, the privilege of LGHN presenting at least one educational session at Chapter’s conference or events.

# Indemnification

Regional Chapter shall indemnify, save and hold harmless LGHN, its subsidiaries, Chapters, related entities, partners, agents, officers, directors, employees, members, attorneys, heirs, contractors, successors and assigns and each of them from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (INCLUDING REASONABLE ATTORNEYS’ FEES AND EXPENSES), and liabilities of every kind and character whatsoever (a “claim”), which may arise by reason of any act or omission by Chapter or any of its subsidiaries, related entities, partners, officers, directors, employees, members, shareholders or agents or the inaccuracy or breach of any of the covenants, representations and warranties made by Chapter organization in this Agreement.

# Revocation or Surrender of Agreement

## Revocation of Agreement. The affiliation granted by LGHN to the organization hereunder shall remain in full force and effect unless and until revoked by LGHN or surrendered by its Board of Directors by an affirmative vote of at least two-thirds of the Board. If the affiliation is surrendered, the Chapter may no longer use the tax identification number.

## Surrender of Agreement. Chapter may surrender its affiliation agreement by delivering to LGHN written notice of its intention to do so no less than ninety (90) days prior to the effective day of such surrender. If the affiliation is surrendered, the Chapter may no longer use the tax identification number.

Local Government Hispanic Network [Chapter Name] Local Government Hispanic Network

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Samantha Tavares Name:

Title: President, LGHN Title: President, [Chapter Name] LGHN

Date: Date: