*This agreement template serves as a guide for an affiliate agreement between LGHN and chapters. Jurisdictions may add additional conditions or rework provisions if required by their city/county/regional chapter.*

CHAPTER AGREEMENT

Local Government Hispanic Network and **[Chapter]**

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

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

# Recognition of Chapter

1. **Chapter**. LGHN hereby recognizes **[Chapter]** as a 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**’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 Chapter in Phoenix, Arizona (the “Territory”) pursuant to and in accordance with LGHN mission and purposes as set forth in LGHN’s Articles of Incorporation and Bylaws or as otherwise established by LGHN Board of Directors. The Chapter acknowledges that this designation is non-exclusive in the Territory and that LGHN may, in its sole discretion, designate other Chapters in the Territory or may sponsor or conduct programs, accept members, and perform other activities within the Territory.
4. Authorized Activities. LGHN encourages the 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 Chapter organization shall be considered to be members of LGHN. The terms and conditions 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. The dues for LGHN membership for all chapter members shall be included in Chapter dues to LGHN.

# Obligations of LGHN

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

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

# Maintain tax-exempt status.

# Maintain LGHN Bylaws.

# Maintain a comprehensive membership database, provide for 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.

# Invoice and collect dues from LGHN members, local governments and chapters for dues renewal. Conduct professional development programs that will benefit members.

* 1. Maintain a national committee structure.

# Conduct 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.

# Conduct on-line training opportunities throughout the year.

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

# Maintain 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. Assign an LGHN board member to be a liaison with each Chapter.
	2. Work with Chapters to identify and provide information on national issues impacting local governments.
	3. Serve as primary 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 Chapter

1. The Chapter certifies it was established as an LGHN Chapter on [insert date] and has submitted bylaws approved by its governing body. The Chapter will provide bylaws updates to the LGHN national organization. The Chapter shall have as its purposes those set forth in their bylaws, 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 certifies that it is and shall remain in full compliance with all applicable laws, regulations and other legal standards that may affect its performance under this agreement. The Chapter shall make all required filings, such as annual corporate reports and tax filings that may affect its corporate or tax status. [Note: language for this section is flexible because all chapters may not be fully incorporated.]
3. The Chapter shall maintain reasonable records related to all of its programs, activities and operations. The Chapter shall submit regular written reports, no less than once a year, to LGHN summarizing its programs, activities and operations; and a list of officers and directors.
4. Develop and promote Chapter mission, goals and objectives; promote LGHN mission, goals and objectives.
5. Develop and maintain Chapter board and committee structure.
6. 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, program activities, and a statement of financial standing for the 12 month period ending December 31 not later than March 1 of the following year.

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

1. Chapter Affiliation Dues: The 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. The normal payment schedule calls for Chapters to be invoiced in November of each year with payment due no later than March 31.
2. Optional obligations:
	1. Assist with logistics and planning for biennial conference.
	2. Recruit members to become members of LGHN national organization.
	3. Provide speakers for ICMA and LGHN conference sessions and regional meetings.

# Obligation of both LGHN and Chapter

1. Promote Hispanic cultural heritage.
2. Promote LGHN national organizational and Chapter identity.
3. Promote LGHN awards, including Civic Engagement and Emerging Leader awards.
4. Conduct semi-annual chapter meetings, one of which will be at the annual ICMA conference.
5. 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.
6. 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.
7. 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
8. Both LGHN and Chapter shall receive the following benefits with respect to each other’s conferences, if held:
	1. 2 complimentary registrations
	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 Web sites, including placement of logos
	6. If possible, the privilege of LGHN presenting at least one educational session at Chapter’s conference or events.

# Indemnification

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 thirty (30) 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 [NAME OF CHAPTER]

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

Name: Name:

Title: Title:

Date: Date: