

WOMEN LEADERS IN LAW ENFORCEMENT FOUNDATION

CHAPTER CHARTER AND AGREEMENT

This CHAPTER CHARTER AND AGREEMENT (hereinafter "Agreement") is made and effective on _____, 202____, by and between the WOMEN LEADERS IN LAW ENFORCEMENT FOUNDATION, a California nonprofit public benefit corporation (hereinafter "WLLEF") and the _____ CHAPTER of WLLEF, a _____ (state) _____ (type of entity, e.g. corporation, unincorporated association, or other) (hereinafter "CHAPTER").

Recitals

WLLEF wishes to grant CHAPTER a charter pursuant to which WLLEF and CHAPTER are affiliated;

WLLEF and CHAPTER wish to set forth their mutual understandings and agreements pertaining to the grant of the charter and the mutual rights and responsibilities created thereby.

Agreement

In consideration of the foregoing and of other mutual promises and agreements hereinafter set forth, WLLEF and the CHAPTER agree as follows:

1. **Formation/Rights of CHAPTER.** Chapters shall be formed in accordance with the provisions of the WLLEF Bylaws. So long as CHAPTER is in good standing (which includes but is not necessarily limited to good standing at all relevant state and federal agencies, full compliance with this Agreement, its own bylaws, the WLLEF bylaws, and all other policies and procedures of WLLEF), CHAPTER shall have the right to utilize the "Women Leaders in Law Enforcement" (WLLE) name or acronym (both owned by the California Police Chiefs Association – CPCA) or the WLLEF name or acronym in the name of the CHAPTER, to represent itself as affiliated with the Women Leaders in Law Enforcement conference or with WLLEF, and to receive all other benefits bestowed by WLLEF upon its affiliated chapters.
2. **Relationship.** WLLEF and CHAPTER are separate legal entities. CHAPTER is not and shall not be considered a partner, joint venturer, subsidiary, legal representative, or agent of WLLEF. At no time shall CHAPTER act or represent itself to be acting in any of these capacities. Neither WLLEF nor CHAPTER shall have the right or power to bind or obligate the other party in any manner, and shall not make, or represent that it has the power to make, any contract, agreement, representation, warranty or obligation, express or implied, on behalf of the other party. Neither WLLEF nor CHAPTER shall be liable for any act, error, omission, debt, or other liability or obligation of the other.
3. **Bylaws.** CHAPTER shall abide by and promote the purposes and objectives of WLLEF as set forth in the most current version of WLLEF's Bylaws, policies and procedures. CHAPTER shall also adopt and abide by its own bylaws which shall be compliant with relevant state law, in a form acceptable to WLLEF, and which are not inconsistent with WLLEF's Bylaws. CHAPTER shall

submit its bylaws, and all proposed bylaw amendments, to WLEEF for approval to ensure compliance with this paragraph.

4. **Members.** WLEEF does not have members. CHAPTER members may be admitted by CHAPTER, if desired, pursuant to CHAPTER's own bylaws as approved by WLEEF.
5. **Chapter Dues.** CHAPTER may establish and require CHAPTER fees, dues and assessments on its members, if any.
6. **Merchandising.** In the event CHAPTER sells, as a fundraiser, merchandise of any kind which includes the WLEEF or WLEE name, acronym, or logo, CHAPTER shall, not less than once per calendar quarter, provide WLEEF with a donation equal to 5% of the gross revenue received from such sales during the previous three month period. CHAPTER agrees to submit to an audit of its records regarding merchandise sales pursuant to paragraph 14 below.
7. **Board Composition; Members.** The composition of the CHAPTER Board of Directors shall be in accordance with CHAPTER bylaws as approved by WLEEF. CHAPTER may have members (voting and/or non-voting), or not, as outlined in its bylaws as approved by WLEEF.
8. **Annual Report.** CHAPTER is required to submit to WLEEF an annual report on the activities and financial status of the CHAPTER each year within 120 days after the close of CHAPTER's fiscal year. Specifically, the annual CHAPTER report shall include but not be limited to:
 - (a) A listing of the then-current CHAPTER Board of Directors and outgoing and newly elected CHAPTER officers and committee chairs;
 - (b) A summary of the past year's activities, including number of regular and special meetings, topics, and any special events, such as seminars or educational events;
 - (c) A roster of current CHAPTER members, both voting and non-voting as applicable, the CHAPTER mailing list (including at a minimum the full name, mailing address, telephone number, and email address for each CHAPTER member), and attendance lists for meetings and events;
 - (d) A balance sheet showing the current assets and liabilities of the CHAPTER;
 - (e) Copies of the CHAPTER's most recent 990 tax return, state tax return, and Attorney General filing (if applicable); and
 - (f) A description of any litigation, potential litigation, liens, or other claims pending against CHAPTER, if any.
9. **Bank Account/Taxes.** CHAPTER shall establish and maintain its own bank account(s). CHAPTER shall obtain its own federal employer identification number for use in opening CHAPTER accounts. CHAPTER shall obtain and maintain its own tax exempt status as appropriate.
10. **WLEEF and WLEE Names, Acronyms, and Logo Use.** The distinction between WLEEF, the Women Leaders in Law Enforcement conference, and CHAPTER must be maintained. Communication by a CHAPTER and its officers or members, in correspondence, reports, websites, or other materials, must always reference the CHAPTER by name. The use of "Women Leaders in

Law Enforcement” or “WLLE” or the WLLE logo (all owned by CPCA) and/or WLLEF’s name and logo and/or the WLLEF acronym, by the CHAPTER must always reference the name of the CHAPTER (not just the WLLE or WLLEF name or acronym or logo) so as not to confuse communications from CPCA or WLLEF with those of CHAPTER, especially when communicating with the general public.

11. **Indemnification/Defense.** CHAPTER agrees to indemnify, defend and hold WLLEF harmless from any and all claims, loss, liabilities, damages, costs (including attorneys’ fees and costs) that WLLEF, or any of WLLEF’s past, present, or future officers, directors or employees incurs as a result of the acts or omissions of CHAPTER or CHAPTER’s breach of this Agreement.

12. **Insurance.** CHAPTER shall have Directors and Officers Liability insurance (D&O) and/or General Liability insurance with coverage limits acceptable to WLLEF within 12 months after executing this Agreement. WLLEF shall be named as an additional insured on all CHAPTER policies and certificates of insurance shall be provided to WLLEF.

13. **Suspension or Termination.** This Agreement and CHAPTER’s charter shall terminate automatically upon the dissolution of WLLEF for any reason. The CHAPTER officers shall wind up the business of the CHAPTER immediately upon notice of dissolution of WLLEF.

A Chapter may be suspended or have this Agreement and its charter terminated by a 2/3 vote of the WLLEF Board of Directors (“WLLEF Board”) if the CHAPTER has breached this Agreement, or if the Board believes that the CHAPTER has engaged or is engaging in activities which are not in the best interests of WLLEF. In the event the WLLEF Board determines that suspension or termination of a CHAPTER is necessary, the following procedure shall be followed:

- (a) The CHAPTER shall be given thirty (30) days prior written notice of the proposed suspension or termination and the reasons for the proposed suspension or termination. Any notice of proposed suspension or termination shall be either personally hand delivered or sent by express mail service to the CHAPTER’s last address as shown on WLLEF’s records as well as to the President/Chair of the CHAPTER if that person’s address is different than the CHAPTER’s address.
- (b) The CHAPTER shall be given an opportunity to be heard, either orally or in writing, at least five (5) days before the effective date of the proposed suspension or termination. The hearing shall be held, or the written statement considered, by the WLLEF Board to determine whether the suspension or termination should take place.
- (c) The WLLEF Board shall decide by a 2/3 vote whether or not the CHAPTER should be suspended, terminated, or sanctioned in some other way. The decision of the WLLEF Board shall be final.
- (d) Any court action challenging the suspension or termination of a CHAPTER by the WLLEF Board, including a claim alleging defective notice, must be commenced within one year after the effective date of the suspension or termination.

Upon termination of this Agreement for any reason, CHAPTER shall immediately proceed to dissolve its corporate or other entity, cease utilizing WLLEF’s name, acronym, and logo (all of which are owned completely and exclusively by WLLEF) and any other intellectual property owned by WLLEF, and may no longer claim any affiliation with WLLEF.

14. **Audit.** CHAPTER agrees that it will make its records available for audit by WLLEF during the term of this Agreement and for up to three years after any termination of this Agreement.

15. **Attorneys' Fees and Venue.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in addition to any other reasonable relief to which it may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the appropriate court in the County of Sacramento, State of California for any proceeding arising hereunder.

16. **Sole and Only Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the issues described in this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

17. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

18. **Assignment/Amendment.** Neither party may assign or transfer this Agreement without the express written consent of the other party. No change, amendment or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

19. **Governing Law.** This Agreement shall be construed and governed pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

Dated: _____

WOMEN LEADERS IN LAW ENFORCEMENT FOUNDATION

By: _____

Signature of WLLEF President

Type or Print Name of WLLEF President

Dated: _____

_____ CHAPTER

By: _____

Signature of Chapter President

Type or Print Name of Chapter President