



CLCA 2022 Leadership Conference

CPC Breakout Session



Agenda:

1. Brief Introductions
2. Goal & Duties of the Chapter President
3. Chapter Affiliation Agreement
4. CLCA Support Systems
5. Tips & Questions



Introductions:

- Name
- Chapter
- Years as a CLCA member
- Years in local leadership within the CLCA



Goal & Duties of the Chapter President

▼ President

Basic Role:

The chapter president is responsible for the overall administration of the chapter and is also the main contact and representative for the chapter.

Below are some of the duties of the president:

- Attend the CLCA Leadership Conference.
- Attend all Chapter Presidents Council meetings throughout the year and represent your chapter at these meetings.
- You oversee everyone on your board, making them accountable for reports and tasks.
- Preside at all meetings of the board. Email a written agenda before each meeting. Have committee chairs submit status reports at each board meeting on the progress of their objectives for the year. Be sure that the secretary takes minutes, and that he/she sends a copy of the minutes to each board member (especially to the newsletter editor if minutes are published in the chapter newsletters) and to CLCA headquarters.
- Guide and monitor chapter committees and their progress.
- Adhere to your chapter's bylaws regarding all written contracts, check writing, chapter obligations, etc.
- Co-sign (with the treasurer) all checks drawn on the chapter's treasury.
- Represent the chapter at all CLCA state functions (leadership conference, annual convention).
- If a CLCA state official visits your chapter, you are responsible for making all arrangements for the day's activities.
- You're responsible for updating your chapter about state events, programs, etc. As the liaison between the state and your chapter, keep communication flowing to ensure your members are informed.
- Write and submit your *President's Message* for chapter newsletters.
- Represent your chapter at civic and community affairs within the chapter area, and frequently speak on behalf of your chapter when authorized or requested by your board.
- Encourage new members to participate by welcoming them to your chapter. Call them up, invite them to a dinner meeting, recognize them at dinner meetings and assign other board members to "buddy up" with them. Your welcome will make a difference whether or not they return for the next meeting.
- Responsible for adhering to the Chapter Affiliation agreement with CLCA, making sure your chapter is compliant.
- Don't forget to have fun and enjoy your year as president. It will go by too fast!



CLCA Chapter Affiliation Agreement

CALIFORNIA LANDSCAPE CONTRACTORS ASSOCIATION

Chapter Affiliation Agreement

This Agreement is entered into as of this _____ day of _____, 20__ between the California Landscape Contractors Association, a California nonprofit mutual benefit corporation (CLCA) and undersigned (Chapter) with respect to the following:

- A. CLCA is an association in the State of California whose overall purpose is to advance the landscape contractor profession.
- B. The Chapter represents CLCA in the geographical area described below within the State of California and desires to be chartered by CLCA as its exclusive Chapter within that geographical area subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree:

- 1. **Charter.** CLCA grants to Chapter the exclusive charter to operate as the CLCA Chapter in the geographical territory described as follows:

This grant shall become effective (or continued) as of the date of this Agreement and shall continue until suspended or terminated as provided below.

- 2. **Name.** CLCA licenses the use of the terms “California Landscape Contractors Association” and “CLCA” to the Chapter for use as the Chapter’s name, as follows: “California Landscape Contractors Association, _____ Chapter.” Chapter shall refer to itself as such in the conduct of its affairs. The license shall be effective as of the date of this Agreement and shall continue until it is suspended or terminated as provided below.

- 3. **Logo.** CLCA licenses the use of its logo to the Chapter for the purpose of identifying itself in conformance with the terms and conditions of this Agreement. The license shall be effective as of the date of this Agreement and shall continue until it is suspended or terminated as provided below.

Chapter acknowledges that breach of Chapter of one or more of their obligations under Sections 2 and 3 of this Agreement are likely to cause the CLCA to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. Chapter further acknowledges that the CLCA is likely to suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a break, were CLCA required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if Chapter breaches one or more of their obligations under Section 2 or

3, then for purposes of determining whether to grant an equitable remedy any court will assume that that breach would cause CLCA irreparable harm.

4. **CLCA Membership.** All members and leaders of the Chapter must be members in good standing of CLCA.

5. **Standards.** The Chapter shall conform its activities to, and remain consistent with, the purposes of CLCA, as expressed in the CLCA Bylaws, Policies, and Code of Ethics, as amended from time to time.

6. **Chapter Authority.** Other than as set forth in this Agreement or by resolution or policy adopted by CLCA, neither party shall have the authority to direct or control the other except as specifically provided in this Agreement. Neither party shall have the authority to bind the other except as specifically provided in this Agreement. No partnership or joint venture is created by this Agreement.

7. **Chapter Governance.** Chapter shall follow the bylaws and governance requirements as set out by the then current CLCA bylaws and policies.

8. **Chapter Operations.** Chapter shall hold/conduct events and participate in CLCA activities as outlined below. These are minimum requirements and Chapter is encouraged to exceed such for the benefit of the members.

- A. Publish a newsletter or magazine at least four (4) times per year either in printed or electronic format.
- B. Hold/conduct at least four (4) events per year for the membership. Examples include: social gatherings, educational events, golf, beautification awards, service projects, and similar.
- C. Participate regularly in CLCA Membership Committee calls and work.
- D. Chapter President (*or his or her designee*) participates regularly as a member of the CLCA Chapter Presidents Council.
- E. Chapter President and Treasurer participate in CLCA's Leadership Day.
- F. Promote CLCA programs and activities through various communication methods including in-person promotion, print, email and social media.
- G. Participates in CLCA membership drives and campaigns.

4. **Chapter Role in CLCA Governance.** Chapter shall be eligible to participate in CLCA governance and leadership in the following ways, among others:

- A. Representation on Board with full voting rights via two representatives: the Chapter Presidents Council – North representative and Chapter Presidents Council – South representative.
- B. Eligibility to participate in the CLCA Chapter Presidents Council.
- C. Eligibility for participation in various CLCA committees and task forces.

5. **Dues.** CLCA shall collect all dues for CLCA. Dues shall be as determined by CLCA through its Board of Directors.

11. Insurance. CLCA may, at its sole option, procure general insurance for the Chapter. The Chapter will be responsible for determining whether those policies, if any, are adequate for the Chapter's particular needs. Chapter may obtain other or additional insurance as it deems appropriate, at its own cost.

12. Indemnification. Each party shall defend, indemnify, and hold harmless the other against any claim arising from the negligence or willful misconduct of the indemnifying party, its agents and employees in the performance of its own activities. Other than as may be provided by law, neither party shall be accountable to the other for punitive or exemplary damages, or damages related to loss of goodwill, lost profits, emotional distress or the like.

13. Programs, Activities and Materials. The parties shall inform each other of significant programs and activities to be presented to members and others. CLCA reserves the right to present programs in the Chapter territory. CLCA and the Chapter shall exchange education and informational materials produced by each. To the extent possible, CLCA and Chapter shall promote the other's germane events through various communication methods including print, email and social media.

14. Records and Reports. CLCA is required by law to report all activities, income and expenses of the Association, including those conducted at the Chapter level. As such, the Chapter agrees to keep such records and make such reports as CLCA may reasonably require. Chapter shall provide CLCA copies of its Board minutes and financial statements monthly. Chapter shall provide CLCA a copy of the Chapter bylaws annually or upon revision, whichever is sooner. Chapter shall provide a list of Chapter officers, directors and committee chairs upon request.

15. Contracting. Any legal agreements entered into on behalf of the Chapter should be approved by the Chapter Board or its designee and maintained on file with the Chapter. Such agreements may in no way bind CLCA or any other CLCA Chapter. Contracts that involve the use of the CLCA name or logo must be submitted to CLCA for prior written approval which shall be granted or denied within seven (7) days of request.

16. Tax Matters. The Chapter shall adopt the same accounting year as that of CLCA. As Chapters are not separately incorporated entities and exist under the CLCA corporate filing, CLCA shall file an annual tax return that includes the Chapter.

17. Probationary Status. Should the Chapter fall short of fulfilling the provisions set forth in this agreement, CLCA reserves the right to place the Chapter on probationary status and will communicate such in writing to the Chapter. Probationary status shall be for six (6) months and is for the purpose of rectifying such deficiencies in governance and/or operations within the Chapter. Probationary status will be determined by a two-thirds vote of the CLCA Board of Directors. Extension of Chapter probationary status is possible by a two-thirds vote of the CLCA Board of Directors. Chapters in probationary status are still expected to provide all necessary reports and information as outlined in this Agreement. During Probationary status, CLCA will endeavor to assist the Chapter in rectifying the identified deficiencies. If, after a probationary status period of at least six (6) months, the Chapter still does not fulfill the provisions set forth in this agreement, the matter will be turned over to the CLCA Board of Directors for action. Board action may include, but is not limited to, terminating this Agreement or dissolving and re-establishing the Chapter and its Board.

18. Termination. Either party to this Affiliation Agreement may terminate this Agreement and any of the benefits conferred under it with sixty (60) days written notice to the other party. CLCA may terminate this Agreement based on a good faith determination and three-fourths vote by the CLCA Board of Directors that the Chapter has substantially breached any of the provisions of this Agreement or has or is taking actions prejudicial to the interests of CLCA. A Chapter may terminate this Agreement for any or no reason by vote of a majority of its members. In the event of termination, each party shall be obligated to fulfill its responsibilities set forth in this Agreement through the date of final termination, including all reporting responsibilities, and maintain records of all Chapter transactions and activities for a period of not less than four (4) years from the date of termination. At the time of termination, any remaining monies in the Chapter financial accounts shall be remitted to CLCA. CLCA shall hold such funds separate from the general fund for a period of two (2) years and use such funds for the purpose of providing start-up funds should a new chapter establish in the same area. After two (2) years, the funds shall be transferred to the CLCA general fund for the purpose of serving all CLCA members.

19. Review and Revisions. This Agreement may be revised or amended only by a written document executed by both parties.

IN WITNESS WHEREOF, the parties have entered into this agreement as of the day and year first above written.

CLCA: California Landscape Contractors Association, a California nonprofit mutual benefit corporation

By: _____

Title: _____

_____ Chapter

By: _____

Title: _____

CLCA Support Systems

CPC North & South
Representatives

Chapter Presidents Council
Co-Chair (North)

Lou Penning

Lou Penning Landscape, Inc.

(707) 249-3541

Chapter Presidents Council
Co-Chair (South)

Edward L. Wallace

Midwest Landscaping

(562) 755-9914

CLCA Support Systems

State President

President-Elect

Immediate Past President



President

Megan Rios

Rios Design Studio, LLC

(661) 835-9259



President-Elect

Evan Moffitt, CLT

SiteOne Landscape Supply

(805) 616-9858



Immediate Past President

Paul Hansen

Southwest Landscape, Inc.

(714) 545-1084

CLCA Support Systems

State Staff



Sandra Giarde, CAE
Executive Director

Sandra serves as chief administrative officer of the association and has overall responsibility for CLCA operations and staff. She manages and directs staff, oversees the lobbying efforts of the association, manages fiscal operations, serves as liaison to other construction and green industry groups, assists with the LEAF scholarship fund, administers the Landscape Water Conservation Foundation and oversees the general administration of all association activities and business.



Maria Abero
Accounting Manager

Maria administers the accounting functions for CLCA, LEAF, LandPAC, Water Conservation Foundation and CLCA Insurance Solutions. Maria serves as liaison to the Chapter Presidents Council, Membership Committee and Chapter Treasurers.

CLCA Support Systems

State Staff



Micheyl Barnett

Meetings & Events Manager

Micheyl organizes and manages CLCA's seminars, conferences and tradeshow. She serves as the liaison to the Events, Landscape Industry Show, Education and Associate Member committees.



Susan Carlson

Graphic Designer

Susan works with CLCA's members and staff on the association's public relations, marketing, internet and communications efforts.



CLCA Support Systems

State Staff



Allison LoDolce

Certification Program Coordinator / Administrative Assistant

As the Landscape Industry Certified Technician Program Coordinator/Administrative Assistant, Allison coordinates test applicants, judges and committee members for certification testing, maintains the online bookstore, oversees general front desk duties and much more!



John Sassaman

Communications Manager

John works with CLCA's members and staff on the association's public relations, marketing, internet and communications efforts.



David Silva, CWM

Resources Program Manager

David oversees the Water Management Certification program and is a resource to members, the industry and the public on water efficient landscaping. A Certified Water Manager, he works with green industry professionals, consumers, government leaders and other water stakeholders.





Tips & Questions

