

Las Posadas 4-H Camp Board
April 12, 2004

The meeting was called to order by Co-President Daniel Murphy at 7:52 P.M. Those in attendance were:

Alameda	Jim Bennett
Contra Costa	Larry Campos; Daniel Murphy; Jim Peirano
Marin	Eileen Castelli; Steve Castelli; Matt Torrence (ex officio)
Napa	Sherry Paukert; Mike Willmarth
Sacramento	Debbie Harris; Chuck Kava
Sonoma	Margaret Close; Garth Hewitt
Guests	Marciel Klenk, UCCE Napa; Carol Omelich, UC Office of the President; Mignonne Pollard, State 4-H Office; Tiffany Raffaelli, Sacramento, Lifeguard applicant.

An amendment to the agenda was requested so that we might interview a lifeguard candidate, Tiffany Raffaelli from Sacramento County. Chuck introduced her, passing out her resume and qualifications. Tiffany provided additional background information on her 4-H experiences, as well as her lifeguard work and fielded several clarifying questions. She has certifications in CPR for the Professional Rescuer, Lifeguard Training and First Aid, Fundamentals of Instructor Training, and Water Safety. She will be re-certifying in Lifeguard Training before camp and she is taking an additional class in First Aid and Responding to Emergencies. Additional questions were asked and answered regarding her experience working with youth and her understanding of the conditions and requirements of camp. She has basic knowledge of pool chemical testing and will learn more, if accepted. Larry made a motion to offer Tiffany the Las Posadas lifeguard job for 2004 and Steve seconded the motion. Passed unanimously. Jim B. will discuss the job and pay with Tiffany.

Jim B. introduced a discussion of the pending Memorandum of Understand (MOU), before our guests from the University and State 4-H joined us. Both the University and the Board are in agreement that our goal is to have a safe camp and protecting the 4-H brand name, but we are still concerned with some wording in the MOU. It was pointed out the University wants all groups using "4-H" to be a support group, which is why we are going through this process to document our relationship and responsibilities.

The MOU states that we maintain the facilities (item B7, pg. 4/12; first sentence), and the University is responsible for the curriculum (A6, pg. 2/12). Matt pointed out that we couldn't operate contrary to our lease agreement, which specifies natural studies. Item A6 (pg. 2/12) needs to be discussed with the university to ensure all programs comply with the lease terms. Item B7 (pg. 4/12) states "... the Board must remain in compliance with lease restrictions." The issue is we must stipulate that the various county programs must comply with the terms of the lease and so A6 should be modified

to include that information. Also, the term “university” should be further defined in the MOU.

Matt asked who would pay for cooks (pg. 2/12, A4)? It is the University, through the individual counties and #4 was intended that persons have backgrounds checked before being allowed into those positions. Item C6 (pg. 6/12) was discussed, specifically the last sentence regarding the lease of camp. Garth thought it should not be a standalone sentence and additional discussion centered on our relationship with Forestry and the assets of camp.

Item B12 (pg. 5/12) was mentioned, specifically regarding audits and renewals and it was pointed out that those are items we requested of ourselves. Also, the University proposed changing the wording of the last part of the first sentence from an “. . . an accountant . . .” to a skilled person, which can be ambiguous. We need to discuss this.

Additional discussion centered on section B2 (pg. 3/12) and it was decided to address the subject regarding whom the Board can allow to use the facilities. This paragraph directly ties into paragraph B1 (pg. 3/12) which, on a previous draft, had the word “primarily” inserted after “County” and before “for.” Robert Watkins, UC/ANR Risk Management believed the word unnecessary. Also, does the word “concurrence” mean approval by the University? Yes, if viewed as a licensing agreement for the 4-H brand, as the camp is viewed, by the public as a 4-H camp. The university does not want to get into policing, believing the Board will operate in the best interest of all parties. We do have an “out” with our ability to provide the University with a 60 day written notice canceling the agreement.

At this point Carol Omelich and Mignonne Pollard joined the discussion.

Jim B. began the process with a discussion of the word “primary” on B2 (pg. 3/12 and may actually be B1). Carol explained Robert Watkins felt the word was incorrect, because our mission was not primarily 4-H, but completely 4-H, if we become a support group of the University. It also had appeared on pg. 1/12 in the second paragraph after “the” and before “mission.” Carol agreed to add it back on page 1, in addition to the word “Board” after “Camp.” So, the sentence would read, “Whereas, the primary mission of the Las Posadas 4-H Camp Board . . .” and will be continued in other locations throughout the MOU. The word “facilities” will be changed to “camp.”

C6 (pg. 6/12) – concern with the last sentence. Mike pointed out it seems to be redundant, so Carol agreed to strike it from the MOU. Also, it was agreed to add to the first sentence (after the word “University” and before the word “should”) “as represented by the member counties.”

B6 & B7 (pg. 4/12) - Jim B. thought a change from the first draft had been made, but we were unable to find the issue. Carol will check.

B2 (pg. 3/12). The word “concurrence” was problematic, but Carol said the six county advisor group felt this best reflected the need to protect the 4-H name, due to the support

relationship and because it's known as a 4-H Camp. It was agreed to substitute the word "consultation."

A6 (pg. 2/12). Matt brought up the issue of lease compliance by the Board. It was agreed to add "consistent with the terms of the lease" after "programs" and before "at" in the first sentence. Carol also suggested we add the phrase "In consultation with the Board" before the words "The University" at the beginning of sentence two. We also added "continuing" after "the" and before "development" in the same sentence. Marciel thought it might be good for each county to submit their programs at the beginning of each year, so the Board could see if each is in compliance.

A4 (pg. 2/12). A question was raised regarding the University providing chaperones, etc. Each county (through 4-H) will obtain their own. Any concerns regarding employee status does not have to be part of this MOU, but this raised a larger question regarding who was responsible for the hiring of cooks, nurses and lifeguard – the Board or each County Council. Marcie and Mignonne said counties should be providing stipends to cooks and nurses and we pay the lifeguard. However, concerns were expressed regarding liability in cases of accidents. Do they fall under the heading of worker's compensation or 4-H insurance? We want to ensure that people at camp are adequately covered and we need to adequately determine who employs paid staff. Marciel stated that some advisors wanted the Board to do all hiring and Jim P. suggested we continue hiring and payment the way we've always done it. Mike suggested we strike the first line of A4, which would take us back, but Carol felt it unnecessary because it specifies it's done on a county-by-county basis. We agreed to continue discussion of this topic at a later meeting.

B1 (pg. 3/12). Suggestion that the word "primarily" be added after the word "county" and before the word "for." Robert Watkins had objected to that word, but we want the opportunity for the Board to decide if we want to lease the facilities to a non-4-H group. Carol will put the word back in.

"Documentation Required" #7. Is not in MOU but in the Administrative Support Guidelines. Would authorize the University to receive our financial information. Carol stated it has never been utilized, but the University will not change this requirement.

Dan questioned #3 and #7. What are financial institutions and who are donors? Carol said the vast majority of these guidelines are written for those groups who do development fund raisers. Cumbersome for those people who donate goods in kind and Carol felt only amounts over \$1500 need to be listed.

B12 (pg. 5/12). We will keep wording regarding accountants or other skilled persons, as is written in the draft.

C5 (pg. 6/12). Final resolution of disputes wording is non-negotiable, per Carol.

F1 (pg. 7/12). General Aggregate of insurance went to \$3 million because Robert Watkins indicated we need that amount.

At this point we finished our inquiry. Carol will send Jim B. an updated draft, which we will take up next meeting. We may manage our camp with the absence of an MOU in place, but as long as we are making progress, it should be OK with the University.

Continued meeting with Capital Maintenance Improvements Plan and Water System Maintenance put off until the May meeting. Mike asked that a summary be sent to the members via e-mail. Can be located on the yahoo group.

Mail Situation. Dan said Mail Boxes Etc. has been holding mail for three months and Debbie said she had spoken with the manager who was to forward the mail, but she (manager) did not. Because the manager was concerned about unauthorized persons getting our mail, we have to provide signatures to change the box from Debbie's name. We don't want to cancel the account, so Debbie said she can come in and sign paperwork, or it can be notarized and faxed back to MBE. Chuck's daughter is notary, so that may be a solution, and Debbie will explore that as an option.

Finance. Margaret said haven't paid bills since January because we haven't received our mail. Jim P. said Nina Mastick (sp?) had not received her check from last year, so Margaret will stop payment on the check written over one year ago and issue a new \$25 check.

We can get Worker's Comp insurance for a yearly premium of \$3,513.00 (based on gross payroll from 2003). Margaret suggested we form a committee to make the decisions and write the plan. Sherry moved that we take this Worker's Comp package. Eileen seconded. Passed unanimously. Margaret also has information on Director's and Officers insurance and we agreed she should make the application now. However, may not be in place by 2004 camp. She also said this would be reinstated through Northwest Insurance, who will assign a new broker. There is also a requirement that an injury prevention plan be submitted to the insurance company. Sherry did an injury plan for her corporation and has OSHA material that can be included, and can provide some training. Marciel also has training materials for camp cooks and can help train. Margaret will chair the committee, with Sherry, Marciel and Jim P. assisting. Sherry can also provide the materials on hazard training for the lifeguard. Jim P., as maintenance chairman, would be responsible for all training, but can delegate it out.

CPA audit put off until the next meeting.

Food Safety updates. Napa County compiling manual and Marciel re-wrote the food safety program. She passed out information, along with a thermometer. Marciel does food certification training and will train 4-H persons, who are camp cooks, for free. We can contact Marciel for a schedule.

The next meeting is May 10, 2004, with dinner at 7:00 P.M. Larry moved to adjourn this meeting, and Margaret seconded. Passed unanimously. Meeting adjourned at 10:55 P.M.

Minutes submitted by Chuck Kava - Secretary