

Las Posadas 4-H Camp Board  
Executive Committee Meeting  
February 23, 2004

This meeting was called to order by Co-President Garth Hewitt at 7:47 P.M. The meeting was held at Redwood Middle School. Those in attendance were:

Alameda	Jim Bennett
Contra Costa	Daniel Murphy; Jim Peirano
Marin	Glenn Parks
Napa	Mike Willmarth
Sacramento	Chuck Kava
Sonoma	Margaret Close; Garth Hewitt
Guests	Marciel Klenk, UCCE Napa; Mignonne Pollard, State 4-H Office; Carol Omelich, University of California, Office of the President.

Mignonne introduced Carol Omelich from the Office of the President, University of California. She provided handouts, including the Policy on Support Groups; a document on the Type of Support Groups identified by the University; a draft Memorandum of Understanding (MOU); and, various documents describing the past relationship between the board and the University, including our Articles of Incorporation.

Carol indicated the University is looking at all groups that use the Cooperative Extension name and only 5 of 20 groups are recognized, so a big push is on to create memorandums. The University has files dating back to 1929 on the camp and a formal relationship was established in 1958.

Garth mentioned our by-laws have been revised removing the term 4-H, as well as our articles, and Carol indicated she has current copies of the by-laws. We seem to be doing business under several different, yet similar names. Per Carol our name with the Secretary of State is Las Posadas 4-H Club Camp. Garth stated that apparently we did not follow through with the state regarding our changes of 1997.

Carol indicated 4-H is managed by land grant universities and Marciel stated the university is a sponsoring agency. Our gray area is that we serve the 4-H community predominantly, and Glenn stated our attendees are mostly 4-H members. Jim P. asked if when we rent the facilities are others covered under our insurance? Carol stated they are responsible for their own insurance, staffs, etc. She said we would be allowed to bring in other groups to augment our income as long as it didn't interfere with 4-H, should we enter into this MOU. Carol said we can disassociate from the university, or enter into a collaborative relationship, allowing us to function as before. If we enter into relationship the Policy on Support Groups becomes an addendum to the MOU.

Mignonne said she would record the conversation on easel paper, which highlights the major points.

Carol shared the Policy on Support Groups that came out in 1995. Points are 1) Without recognition, no group can represent itself as raising funds on behalf of the university (Section 2B #1); 2) No group shall use the name of the university, either expressly, or by implication; 3) Use the university's facilities or personnel in connection with such activities.

Mike wanted to clarify that if we do not choose to become a member of the support group then it seems we would no longer be allowed to use the 4-H name, 4-H facilities, etc. Correct. We would be severing all ties, except as a member of the larger community. Jim P. asked if we could obtain used supplies from the university, if we are affiliated. Mignonne said we should clarify that with Robert Watkins. According to Glenn, many items at camp were obtained from the university source.

Garth wondered if we sever ties with the university, since our board membership is made up of 4-H leaders, we should be free to represent that our member counties are running camps under the auspices of 4-H. But it would have to be clear to parents that it is not a 4-H run facility. Carol said we would have to unload the representation of 4-H on our board.

Mike asked if we should identify what our interests are – are they common with the university, or do they diverge. Dan asked what our interest is, and Mignonne felt it must be the MOU. Dan thought the university is concerned with lawsuits and Carol said they are concerned with the general liability and are concerned that the facility is seen as part of the university. But the 6 county advisors want to keep the program going. Mignonne agreed. We all agreed on keeping the program going.

Mike suggested we start a "T" chart and begin listing interests on both sides, with a safe camp as one both share. Secondly, a continuation of the program. Third, we both want a volunteer program. Mike added the university was interested in an educational program, but we may not be. Dan stated he did care if the program was volunteer. Garth wants a safe facility at an inexpensive price, and Dan said being a volunteer group would allow that. Glenn felt that volunteer supported facilities are one of our interests, and the university is interested in a volunteer program. Jim B. reminded us that workdays are not covered by 4-H insurance unless it is considered a 4-H activity. A great deal of discussion occurred concerning insurance coverage and Marciel indicated Napa County is concerned that the board members be covered by liability insurance. The consensus is that in order to be covered by 4-H insurance it must be considered a 4-H event that is promoted. Glenn said that if we were not covered by 4-H insurance, we would be covered by worker's compensation insurance. Carol referred us to Robert Watkins. Garth said one of our interests is outside expertise and Carol said they have a large legal department. Mike didn't think the university actually cares if we have outside expertise, as it is an interest of ours and not the university. Chuck mentioned that using the university for outside expertise is not in our best interests, as the university is protecting

their own interests. We need to get independent expertise and get our own counsel to provide alternate solutions. Will we be required to give up our interests to gain entry into an MOU. Garth mentioned we must identify what we don't want to give up. Mike said using his model means we don't want to move to options until after we have identified interests.

Dan suggested the university's interest may be a safe camp for the 4-H program, where the board's interest might be to operate camp for the benefit of the community. Garth said he believe the true interest of the board has been to provide camp for the 4-H community. We also want to be able to expand to other communities. By-laws state directors do not have to be from 4-H if another non-profit group wishes to join.

Mike said another interest is we want a certain amount of autonomy from the university, because we don't always want to go back to the university for their seal of approval on our decisions. Mignonne stated, as an interest, the university wants to repair and build the relationship they have with the board. Carol agreed. Mike asked for the reason and Mignonne and Marciel it is because they want to support 4-H programs. Carol felt the interest is in supporting our youth and Marciel believed it also meant supporting our volunteers. Chuck asked what relationship needs repairing? Mignonne said it came from a lack of communication and the university wants to better that communication. Carol wants to define roles and responsibilities in order to have a better working relationship.

Mignonne mentioned a big concern is protecting the 4-H name and clover, because 4-H has a great reputation. Marciel mentioned an incident where the board rented the camp to a womens' softball team, who, in the interest of personal comfort, decided to abandon some clothing. As it is a "4-H Camp" it caused a bit of a scandal. Carol said the federal government requires the university to protect the 4-H name and logo. Margaret agreed that it is in our best interest to protect these items, as well. But Garth said the board's interest is in providing facilities. But Marciel indicated the camp has been identified as a 4-H camp, so it will be difficult for the community to think otherwise. Mike felt the board has an interest in maintaining the reputation of 4-H, but Dan said we have not necessarily decided which way to go yet. Chuck agreed with protecting the reputation because 4-H is a customer of Las Posadas and we need to approach it as a business. Mike asked if our interest lies in maintaining the camp or can we market to others? Margaret said the 4-H name translates into a lot of good will towards the board when we want to provide facilities to others.

Margaret thought we may have a concern because at times the 4-H office (at the county level) may want to change our program, along with interference from the federal level regarding affirmative action, or regarding children with disabilities. Garth said we need to be insulated from statewide politics to maintain it as a camp for children. Jim B. said this had been raised before when a group wanted to change it into a family camp and the facility is not set up to accommodate that type of activity. It because a personal safety issue. Jim B. said if we don't want to go with an MOU, how likely are the counties to send 4-H children to Las Posadas? Marciel said they will always consider it a 4-H camp. Mignonne said if Risk Management deems it unsafe, children won't be sent, but that has

nothing to do with an MOU. Garth indicated that for that to work we need advance notice on problems the university has uncovered and Marciel said the representatives provide feedback to the counties and the university. Everyone agreed that the goal is a safe camp, but Mike felt we need the opportunity to fix problems in a timely fashion, rather than have last minute issues cause the closure of camp. Marciel said we could also rely on Napa Environmental Health, but here could be a conflict with what they allow versus what the university may allow. Dan mentioned instances where Stacy Harrington would could some item, whereas the university may not, but, per Marciel the jurisdiction is with Napa County and Robert agreed in a previous conversation with her. He will defer to the local authority. Glenn felt that as long as we make good faith efforts, we should be allowed to remain open. If we establish timelines for repairs, etc. we will be allowed to continue.

Garth mentioned we benefit from affiliation with 4-H. and Marciel said she agreed but that we have to establish an organized plan of action for repairs and upgrades. This would be considered our report to the university. So this is a university interest, and Garth said we also have an interest with forcing discipline on ourselves.

We are not sure we can accomplish an MOU before summer, given the scope of the process. Carol thought that wouldn't be a problem, as long as we set a deadline for completion and Garth said we need to finish this as soon as possible. This group will need to present the model to the full board as a united Executive Committee. We need to make a full presentation with all the issues listed and the full board will need time to digest the issues, so June may not be a good cutoff date.

We began addressing the draft MOU, section by section.

First paragraph of the MOU identifies us as the Las Posadas 4-H Club Camp and Dan stated that may go to the heart of the discussion. Jim P. said we might refer it to the full board and it was agreed. Name is an issue. Rest of the paragraph? Chuck referenced the first "whereas" where it is stated ". . . six counties." We may want to change the number of participants. Carol. Remove the stipulation of six counties. Margaret said our mission is to maintain a camp, not for the conduct of 4-H Clubs. Carol pulled the wording from another document and goes across all UCCE programs. Mike asked if we could add the word "primary" between "the" and "mission?" Carol stated all our documents need to line up with our mission and that they do not at this time.

Carol suggested we can work electronically through e-mail, so all concerns can be identified.

We agreed to support item A.2 regarding the 4-H logo and name. Item A.3 supports our objectives and is agreed. Mike asked where the definition of objectives as defined in the MOU is located. It is under B1 through 13 in the MOU.

Dan said A. 4, 5 & 6 appear to be between the university and the county councils. Marciel agreed, but said she objected to the statement that the university will provide

cooks, chaperones and nurses, when we may provide the facility to a non-4-H group. This approach is meant to suggest that the board not do the hiring, because some counties want to maintain that option. Discussion centered around the cooks, etc. and whether they are volunteers and should receive honorariums, but in any event they must be fingerprinted, etc. Garth stated that if a cook commits a crime, under the sections of this MOU, the university has the problem, whereas it is not clear right now. However, we have to enforce guidelines and deal with issues when we rent the facility to other groups outside the 4-H community.

Mike asked if the university's concern about the overall reputation of camp is in conflict with our interest of being able to provide the facility to other groups. Potentially, unless we set it in writing. Garth said sections 4 through 6 are positives for us, but Mike questioned #6 regarding the programs and asked if they would be approving our content. Marciel said that meant the member county councils. Per Carol these items are delegated to the county organizations. Marciel said the term "University" needs to be clarified. An additional concern was discussed regarding whether the university could mandate facility changes at Las Posadas. It was agreed that information regarding accepting the facility as is needs to be included in the MOU. Carol said we could add such verbiage as "with the concurrence of the Board to the language of A. 6, where it states ". . . the University will assure quality programs . . ." We also need to include a statement saying we will not be bound to make alterations to support programs. Dan will try to re-work that passage.

Glenn asked what procedures are in place to change sections of the MOU at a later date? Dan said we need an escape clause or modification clause. Carol said they usually do it through an addendum. Carol suggested putting it under "C" in the MOU (page 5). It would take the place of "3." Current "3" will become new "4." We also need the clause in our by-laws.

#7 seems to indicate the university will become our collection agency. Per Marciel it is no problem because the county (who is the university representative) collects the money.

#8 says the university will help us talk to the university.

#9 Chuck asked if they would be responsible for input, or reasonable input? Does that mean the board doesn't have input? Mike said he felt it was the university's responsibility to provide timely input. Garth felt the word input is weak and is not saying direction. Carol recommended putting the words "timely and reasonable" after "for" and before "input." Dan asked it be restricted to a timely manner. We agreed that instead it would state ". . . the university will provide timely input . . ."

Carol asked what the term is for representatives to the board (item A.10). See the by-laws. Dan questioned whether the board members have fiduciary responsibility to the board or to their county councils? Dan said we want to get to the point that people who sit on this board are responsible to the board.

# 11 OK.

# 12. Are creditors covered if we default? Yes, because if we go out of business all of our resources will come to the university.

## Section B.

B.1 Agreed we add the word “primarily” between the words “county” and “for” on line two. Also, we will drop reference to the specific counties, by ending that sentence with a period after the words “State of California.” It was further agreed to strike the balance of the paragraph.

B.2 Mike asked if the university could veto to whom we could lease the facility? Carol said the university wants to see us indicate, in our plan of work, to what extent we may lease the facility, and to whom. However, we do not have that much advance knowledge. Carol will back down on that section, but suggested we keep it in because she said it might be construed that that facility can only be used for 4-H without it. Mignonne said this might be a point where we clarify it in an addendum. This is a university policy and they will seek to keep it in. Chuck stated that we are charged with running the facility and we should be able to say who can come to the camp, acknowledging university concerns. Garth said the university is asking for the authority to regulate its logo and reputation, so they will insist on this clause. We are being given legal right to use the logo and we will have to accept some limitation on our actions. Dan stated that university representatives will be attending our meetings and they will have an opportunity to know what we are doing and voice any concerns. Carol will try to rework the language.

Garth stated this is major, because it defines who we are. Mike agreed saying we may have no problem with a specific group, such as the Boy Scouts, but the university may disagree. Is this a make or break clause in the MOU? We hope that no clauses are beyond discussion with the university. Carol stressed this is a draft and both sides have to be comfortable with the final document. She will take it to counsel. Dan said we may need counsel and Chuck said he would try to find counsel within our ranks.

Dan asked on B.3 to change the word “exclusive” to “primary.”

We were running late, so Garth asked what are main issues we still need to address? Some members said yes, regarding timelines, control, costs, etc. Carol will try to rework the balance of the document and e-mail it out. Our next meeting will be on March 8, 2004 at 7:30 P.M. at the Napa County 4-H Office. We will meet at 6:00 P.M. for dinner before hand.