

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**The Regents of the University of California**  
**and**  
**The Las Posadas 4-H Club Camp Board, Incorporated**

This Memorandum of Understanding (MOU) is entered into upon the final signature to this agreement below (Effective Date) by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California Corporation, on behalf of the 4-H Youth Development Programs (4-H YDP) conducted through the University of California Cooperative Extension (UCCE) offices in Alameda, Contra Costa, Marin, Napa, Sacramento, and Sonoma counties (hereafter, "The University") and the Las Posadas 4-H Club Camp Board, a California non-profit corporation (hereafter, "The Board"), established in 1958 to continue the development and maintenance of a 4-H Club Camp site in Napa County, California. The University and The Board desire to clarify areas of responsibility in connection with the 4-H Club Camp program and to equally, mutually and jointly develop a relationship whereby each entity is responsible for its own legal liability and operations for the 4-H programs conducted at the Las Posadas 4-H Camp.

**WHEREAS**, the primary mission of The Board is to develop and maintain a 4-H Club Camp site in Napa County, California, for the conduct of 4-H Club Camps and camping programs involving the 4-H YDP in California;

**WHEREAS**, The University, Division of Agriculture and Natural Resources (ANR), through its Cooperative Extension, is charged by law with the responsibility for 4-H YDP programming in California; and

**WHEREAS**, The Board is a non-profit corporation with contributions to it being tax deductible as charitable contributions under relevant provisions of State and federal tax law;

NOW, THEREFORE, the parties agree as follows:

A. The UNIVERSITY agrees:

1. That THE UNIVERSITY will recognize The Board as an official University Support Group in accordance with the Policy on University Support Groups approved by The Regents on September 15, 1995 (amended September 22, 2005) and the Administrative Guidelines for University Support Groups (revised February 12, 2004) in connection therewith, copies of which are attached and made a part of this agreement. Future updates or revisions of the policy and guidelines are incorporated herein as they are issued. This MOU modifies and supercedes certain requirements of THE UNIVERSITY's Administrative Guidelines for University Support

Groups to reflect the unique agreement between THE UNIVERSITY and The Board with regard to the operation/maintenance of the Las Posadas 4-H Club Camp.

2. That THE UNIVERSITY will grant the use of the 4-H name and logo to The Board in connection with the services and activities described in this MOU.
3. That THE UNIVERSITY will give full endorsement to the objectives and purposes of The Board and to support The Board and staff in carrying out The Board's objectives and purposes as defined in this MOU.
4. That THE UNIVERSITY will provide chaperones and select cooks and nurses on a county-by-county basis for 4-H camping sessions at Las Posadas 4-H Camp. THE UNIVERSITY will ensure that all adult chaperones, cooks, and nurses involved in camp sessions are certified as 4-H YDP volunteer leaders, including completion of orientation and background investigation clearance.
5. That THE UNIVERSITY will enroll all youth attending 4-H camp sessions as members of the 4-H YDP. THE UNIVERSITY will insure that all camp participants follow the behavior guidelines of the 4-H YDP, including the youth code of conduct, health and safety requirements, and affirmative action/non-discrimination policies.
6. That THE UNIVERSITY will assure quality programs, consistent with the terms of The Board's lease, at Las Posadas through appropriate camping activities and 4-H YDP volunteer selection and training. In consultation with The Board, THE UNIVERSITY will be responsible for the continuing development and design of the camping program and for the curriculum using 4-H YDP theories and methodology as a guide.
7. That THE UNIVERSITY will provide support to The Board for fund-raising and fee-retrieval efforts in keeping with the approved operating budget of the Board.
8. That THE UNIVERSITY shall assist The Board representatives in planning and making contacts with appropriate University personnel and clientele with regard to 4-H camping activities.

9. That THE UNIVERSITY, in the spirit of partnership, will provide timely and reasonable input to The Board regarding establishment and maintenance of the physical facilities and safety conditions at the camp and for reviewing the annual Las Posadas facilities maintenance and risk management report and plan for the facility.
10. That THE UNIVERSITY will provide representatives from each participating county to sit on The Board, consistent with Board by-laws. These representatives are to be appointed by the 4-H County Council in each of the participating counties and will provide feedback and serve as liaison to their respective County Council.
11. That the Assistant Director, Statewide 4-H Youth Development Program, shall be the responsible UNIVERSITY official to act as liaison/coordinator to The Board. The Assistant Director will act as an ex-officio non-voting member of the Board and will coordinate the attendance of appropriate 4-H YDP Advisors at Board meetings. THE UNIVERSITY intends that one 4-H YDP Advisor or the Statewide 4-H YDP Assistant Director will attend each Executive Board and Full Board meeting. A second 4-HYDP Advisor also is to attend all Full Board meetings.

B. THE BOARD agrees:

1. That the purpose of the BOARD is the management of the LAS POSADAS 4-H CAMP in Napa County primarily for the camping programs of the 4-H YDP in the State of California.
2. That the facilities at the LAS POSADAS 4-H CAMP may be made available to other community or youth organizations, in consultation with the University, to augment funding available to maintain and operate the camp facilities.
3. That THE BOARD will continue to lease the property comprising the 4-H campgrounds (approximately 40 acres) at Las Posadas State Forest from the California Division of Forestry for the purpose of conducting the 4-H YDP camping activities.

4. That THE BOARD is responsible to construct and maintain the LAS POSADAS 4-H CAMP facilities in a safe condition, insuring reasonable accessibility to campers as terrain and resources allow.
5. That THE BOARD is responsible for management and training of any of its staff (e.g., lifeguard) and for insuring that any employees who come in contact with 4-H youth shall complete a background screening using, as a minimum, The University 4-H volunteer leader screening protocol. More extensive background checks are acceptable.
6. That THE BOARD is responsible for training University volunteers (i.e., chaperone, nurse, and cook) assigned to duties at camp as to the particular requirements for safety at the physical facilities at the camp.
7. That THE BOARD will remain exclusively responsible for the cost of camp operational supplies, facility improvements and maintenance. The University will not require The BOARD to modify the Las Posadas Camp facilities to support new programs (e.g., horse arena, advanced ropes course), recognizing that THE BOARD has the right to restrict and/or approve any modification or addition to the physical facility to support program activities and that THE BOARD must remain in compliance with lease restrictions.
8. That THE BOARD is responsible for collecting funds or fees from participants for the operation of the camping facilities, including, but not limited to, staff salaries, general maintenance costs, and other operational costs. LAS POSADAS 4-H CAMP fee structure and any fund-raising efforts will be coordinated with appropriate University personnel; i.e., the Statewide 4-H YDP Assistant Director. THE BOARD shall solicit/accept monies only on its own behalf, not in the name of the University.
9. That THE BOARD will prepare an annual operating budget, setting forth sources of anticipated funds and uses of funds to cover the LAS POSADAS 4-H CAMP operations for the year. This annual operating budget will be consistent with the March 1 – February 28/29 fiscal budget year of THE BOARD.

10. That THE BOARD may retain gifts and camp participant fees for support of the LAS POSADAS 4-H CAMP operations consistent with THE BOARD's annual budget. Because of THE BOARD's large operating budget, its fee-based revenue (as opposed to gift solicitation), and its ongoing major construction/repair to keep the camp facilities up to safety/environmental standards, there is no limit on bank account balances that THE BOARD can accrue for these purposes. THE BOARD is authorized under this MOU to maintain an outside bank account for all necessary financial transactions.
11. That THE BOARD shall be responsible for keeping its operations and expenditures within funds available, consistent with the approved operating budget. THE BOARD will adhere to the University's cash-handling procedures (as defined in Appendix I of the attached Administrative Guidelines for Support Groups), with the exception that THE BOARD Treasurer will receive bank statements, be responsible for reconciling those statements and be an authorized check signer. To ensure fiscal oversight, THE BOARD will review and approve on a monthly basis the detailed reconciliation prepared by THE BOARD treasurer.
12. That THE BOARD grants the use of the term "Las Posadas 4-H Club Camp" to the University for the purposes of this MOU.
13. That THE BOARD is responsible for assuring that its financial statements and related books and records are reviewed on an annual basis by a certified public accountant or some other party with the requisite accounting skills. The first review report is due with the application for support group recognition (Fiscal Year March 2005 -- February 2006). Thereafter, the report of this financial review shall accompany the annual request for renewal of recognition as a University-recognized support group which is due by April 1 of each year.
14. That THE BOARD is responsible for developing and implementing annually a facility maintenance and risk management plan, creating an annual report on progress on this plan, and ensuring that operations are in accordance with available best practices for camping safety. THE BOARD is responsible for assuring that THE BOARD's risk management and safety plan and related books and records, as well as the physical site, are inspected on an annual

basis by an independent certified public official (e.g., Napa County Environmental Health Department) or some other independent party with the requisite public safety and/or risk management skills. The report of this review shall accompany the annual request for renewal of recognition as a University-recognized support group.

15. That THE BOARD will operate in accordance with the terms of the attached Policy on University Support Groups and Administrative Guidelines or their successor documents, subject to exceptions contained in this MOU or otherwise approved by The University in writing. Where the terms of this agreement or the current University Support Group Policy and Administrative Guidelines (as modified by approved exceptions) are in conflict with THE BOARD's Articles of Incorporation and By-Laws, THE BOARD must adhere to the terms of its enabling documents, including its By-Laws and this MOU.
16. That THE BOARD, in order to remain in compliance with University Policy on Support Groups and the accompanying Administrative Guidelines for Support Groups, by April 1 of each year will apply for renewal of its support group from The University, including the following information (as adapted from the University's Administrative Guidelines, Section II.B.1-9):
  - **Exhibit 1.** Any changes to the Articles of Incorporation, Constitution and By-laws of THE BOARD.
  - **Exhibit 2.** A current list of THE BOARD's officers and members, indicating the principal contact person for THE BOARD.
  - **Exhibit 3.** An annual plan of activities, including fund-raising, membership drives and other activities for the ensuing fiscal year, and how THE BOARD will financially support these activities.
  - **Exhibit 4.** A roster of all donors and the amounts and/or types of contribution for the previous fiscal year.
  - **Exhibit 5.** A list identifying all accounts in financial institutions, including the name and address of the institution(s), the account number(s) and a statement signed by the appropriate officer of

THE BOARD authorizing representatives of The University to receive from the financial institution(s) any information, record, or photocopies of transactions relating to the account(s) as The University may at any time request from the financial institution(s). Also to be included are copies of monthly statements from these financial institution(s) for the previous fiscal year.

- **Exhibit 6.** A copy of THE BOARD's most recent annual IRS Form 990.
- **Exhibit 7.** A copy of the most recent financial review of the accounts and transactions of THE BOARD, including a statement of revenues, expenses and net income for the last fiscal year.
- **Exhibit 8.** A copy of the report prepared by an independent certified public official regarding THE BOARD's risk management and safety plan, as well as conditions of the physical site, indicating that the operations are in accordance with available best practices for camping safety.
- **Exhibit 9.** A copy of THE BOARD's Certificate of Insurance evidencing compliance with the requirements set forth in this MOU between THE BOARD and The University.
- **Exhibit 10.** A statement signed by all Officers of THE BOARD that they have read the University's Policy on Support Groups and accompanying Administrative Guidelines for Support Groups and agree to comply with all provisions contained therein (as modified by the MOU between THE BOARD and The University).
- **Exhibit 11.** A statement signed by THE BOARD's Treasurer that its cash-handling procedures are in conformance with the principles in Appendix I of the University's Administrative Guidelines for Support Groups, as modified by this MOU between THE BOARD and The University.

C. THE UNIVERSITY and THE BOARD mutually agree:

1. That, for purposes of this MOU, 4-H volunteers on THE BOARD are not under THE UNIVERSITY's legal liability when acting as members of THE BOARD. At other times, when they are acting in the course and scope of their other volunteer duties in their own counties, 4-H volunteers are covered by THE UNIVERSITY's self-insurance liability program because they are considered agents of the University. Staff of THE BOARD is not covered under THE UNIVERSITY's insurance programs.
2. That modification can be made to this MOU with the concurrence of both parties. Either party may initiate such requests for modification.
3. That this agreement is subject to cancellation by either party upon sixty (60) days written notice if either party concludes after all reasonable good faith efforts that the terms of the MOU cannot be met as outlined herein.
4. That arbitration on any disputes regarding this MOU will be conducted between the Vice President, University of California, Agriculture and Natural Resources (or his designee) (UNIVERSITY) and a representative of the LAS POSADES 4-H CAMP Board (BOARD).
5. That, subject to the provisions of paragraph C.8. below, the final authority for resolution of any disputes regarding this MOU resides with the Vice President, University of California, Agriculture and Natural Resources (UNIVERSITY).
6. That all assets of THE BOARD shall revert to THE UNIVERSITY (as represented by the member counties) should THE BOARD discontinue operations, cease to exist, or disband for whatever reason. Liquid assets at the time of dissolution will be distributed proportionately between the 4-H YDP county programs participating in the Las Posadas camping program. Proportionate distribution will be based on program participation over the last three preceding years.

That, according to the original 1954 lease between THE UNIVERSITY and the State Board of Forestry for the Las Posadas premises, "any structures, additions, fixtures and improvements heretofore, or hereafter during the term of this agreement...shall be



and remain the property of University and on termination or cancellation of this agreement may be removed therefrom by University...University shall restore the premises to the same condition as that existing at the time of...the agreement." This ownership/liability was never transferred to the Las Posadas 4-H Club Camp, Incorporated, in subsequent leases. Therefore, upon dissolution of THE BOARD, ownership and responsibility of all physical additions or modifications to the premises resides with the University.

7. That, upon withdrawal by THE UNIVERSITY of recognition as an official support group, the assets of THE BOARD shall be distributed as detailed in C.6., above. Withdrawal of recognition will occur only upon failure to comply with THE UNIVERSITY's Administrative Guidelines for Support Groups (as modified by this MOU), including the annual application for renewal of recognition (See Section B.16., above).
8. That, should dispute exists about the disposition of resources of THE BOARD, given either Board dissolution (see C.6., above) or University withdrawal of recognition (see C.7., above), THE BOARD and THE UNIVERSITY will jointly secure the services of an outside arbitrator such as the American Arbitration Association to provide judgment and counsel regarding this dispute.

D. Policy of Nondiscrimination

The University of California prohibits discrimination or harassment of any person on the basis of race, color, national origin, religion, sex, gender identity, pregnancy (including childbirth, and medical conditions related to pregnancy or childbirth), physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran (covered veterans are special disabled veterans, recently separated veterans, Vietnam era veterans, or any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized) in any of its programs or activities. University policy is intended to be consistent with the provisions of applicable State and Federal laws.

In addition, any policies of non-discrimination specific to the 4-H Youth Development Program shall be followed with respect to the execution of this MOU and the conduct of camping activities at the Las Posadas 4-H Club Camp.

E. Indemnification

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA shall defend, indemnify and hold the LAS POSADAS 4-H CLUB CAMP BOARD, its officers and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, agents or employees.

THE LAS POSADAS 4-H CLUB CAMP BOARD shall defend, indemnify and hold THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the LAS POSADAS 4-H CLUB CAMP BOARD, its officers, employees, and agents.

F. Insurance

1. As to the LAS POSADAS 4-H CLUB CAMP BOARD:

For purpose of this MOU, all board members, employees, and agents of THE BOARD shall be insured by THE BOARD. THE BOARD, at its sole cost and expense, shall insure its activities in connection with this MOU and obtain, keep in force and maintain insurance as follows:

- (a.) Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:

- Each occurrence \$1,000,000
- Personal and Advertising Liability \$1,000,000
- General Aggregate \$3,000,000

(If such insurance is written on a claims-made form, it shall continue for three years following termination of this Memorandum of Understanding. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement date of this Memorandum of Understanding.)

- (b.) Business Automobile Liability Insurance for any owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence.
- (c.) Director/Officers Liability (D/O) with limit of \$1,000,000.
- (d.) Workers' Compensation Insurance as required by the State of California, and as amended from time to time, for all employees of THE BOARD.

The insurance and the coverage referred to under (a.) and (b.) of this section of the MOU shall be endorsed to include The University as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omission of THE BOARD, its officers, agents, or any person or persons under its direct supervision and control, and then only to the extent such supervision and control is required by law. THE BOARD, upon execution of this MOU, shall furnish the UNIVERSITY with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further make provisions for thirty (30) day advance written notice to The University of any modification, change or cancellation of any of the above insurance coverage.

It should be expressly understood, however, that the coverage required herein shall not in any way limit the liability of THE BOARD, its officers, employees or agents.

2. As to the UNIVERSITY:

For purposes of this MOU, all personnel or volunteers of THE UNIVERSITY shall be deemed to be insured by THE UNIVERSITY.

THE UNIVERSITY, at its sole cost and expense, shall insure its activities in connection with this Memorandum of Understanding and obtain, keep in force and maintain insurance as follows:

- (a.) General Liability Self-Insurance Program (contractual liability included) with a limit of one million dollars (\$1,000,000) per occurrence.

(If such insurance is written on a claims-made form, following termination of this MOU, coverage shall survive for a period of not less than three years. Coverage shall provide for a retroactive date of placement coinciding with the commencement date of this Memorandum of Understanding.)

- (b.) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than \$1,000,000 per occurrence.
- (c.) Workers' Compensation Self-Insurance as required by the State of California and as amended from time to time.

The insurance and the coverage referred to under (a.) and (b.) of this section of the MOU shall be endorsed to include The Board as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of THE UNIVERSITY, its officers, agents, employees; or any person or persons under the UNIVERSITY's direct supervision and control, and then only to the extent such supervision and control is required by law. THE UNIVERSITY, upon execution of this Memorandum of Understanding shall furnish The Board with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further make provisions for thirty (30) day advance written notice to the BOARD of any modification, change or cancellation of any of the above insurance coverage.

It should be expressly understood, however, that the coverage required herein shall not in any way limit the liability of THE UNIVERSITY, its officers, agents, or employees.

#### G. Notices