

## **Bylaws of the Broomfield Bird Club**

*Approved April 2, 2024*

### **ARTICLE I - NAME**

**Sec. 1.** The name of this organization shall be the Broomfield Bird Club, hereafter also referred to as the BBC or the Club.

### **ARTICLE II - OBJECTIVES**

**Sec. 1.** The objectives of the Broomfield Bird Club shall be:

- Promoting and encouraging the observation, identification and enjoyment of wild birds.
- Providing opportunities for community members to get acquainted and share information and experiences about wild birds through such activities as field trips, regular meetings, and tabling at various community events.
- Fostering wild bird projects, such as bird counts or building nesting boxes.
- Supporting the conservation of wild birds and their habitats.
- Any other activity that is needed to maintain the BBC.

### **ARTICLE III - MEMBERSHIP**

**Sec. 1.** Membership in the Broomfield Bird Club is open to any person who supports the objectives of the Club.

**Sec. 2.** The Club respects the privacy of its members and does not share member information, including email lists.

### **ARTICLE IV - DUES**

**Sec. 1.** The membership year shall begin on January 1 and run through December 31 of that year.

**Sec. 2.** All dues apply to the membership year in which they are received.

**Sec. 3.** The amount of annual family membership dues is \$20.00.

**Sec. 4.** The Board of Directors, by a majority vote, may propose to the membership a decrease or increase in the amount of membership dues. All such proposals must be approved by a majority vote of the Board.

**Sec. 5.** The Broomfield Bird Club is a registered 501(c)(3) nonprofit organization. As such, dues payments and other monetary contributions are tax deductible as allowable by law.

## **ARTICLE V - OFFICERS AND BOARD OF DIRECTORS**

**Sec. 1.** The Board of Directors (hereafter referred to as the Board) of the Club shall consist of the Officers as defined in Section 2 of Article V.

**Sec. 2.** The Officers of the Club shall be:

- a) President
- b) Vice-President and Community Liaison
- c) Secretary
- d) Treasurer
- e) Presentation Coordinator
- f) Field Trip Coordinator
- g) Outreach Coordinator
- h) Conservation Coordinator
- i) Publicity Coordinator
- j) Technical Support Coordinator
- k) Members-at-Large (2)

**Sec. 2.a.** By a majority vote of the Board, any former club President who has served at least two terms may be given the honorary title of President Emerita/Emeritus and recognized as an *ex officio* member of the Board.

**Sec. 3.** Any of the above Officers may also serve as a co-coordinator or assist any other Officer in the performance of their duties.

**Sec. 4.** Each Officer, even if holding more than one office, is entitled to one vote only.

**Sec. 5.** The Officers shall be elected by a majority of the Club members present at the annual membership meeting. The process for identifying and electing officers shall be:

- a) The Board will solicit nominations (including self-nominations) from the membership as a whole.
- b) After reviewing the nominations, the Board will present a slate of officers for ratification by members at the annual membership meeting.
- c) A “yes” vote by a majority of the members in attendance at the annual meeting will serve to ratify the election of new/returning officers.
- d) Should any candidate fail to receive a majority of “yes” votes at the annual membership meeting, the vacancy will be filled by majority vote of the Board, per Article 5, Sec. 7, until such time as a new nomination/review process can occur.

**Sec. 6.** The term of office for each Officer shall be two years, commencing on the date of the Broomfield Bird Club Bylaws

annual membership meeting.

**Sec. 7.** Vacancies occurring among the Officers shall be filled by majority vote of the Board.

**Sec. 8.** The President shall call to order and serve as the Chair for all Board meetings. In the President's absence, the Vice President may be designated as the meeting chair (see Article VI, Sec. 3).

**Sec. 9.** The Board shall discuss the business of the Club and, except as provided otherwise by these Bylaws, decide what matters should be brought to the attention of the membership.

**Sec. 10.** One-half of the members of the Board shall constitute a quorum, which is the minimum number of Officers who must be present at a Board meeting in order to conduct business in the name of the Club.

**Sec. 11.** If a quorum is not present for a vote at a Board meeting, or in other circumstances at the discretion of the President, a vote by email or phone may be taken after a Board meeting. Votes by email or phone may also be taken by the President if an item must be voted on outside of a regularly scheduled meeting. Proxy votes are permitted from officers unable to attend a Board meeting for items previously discussed.

**Sec. 12.** The voting procedure at all Board meetings of the Club shall be in accordance with standard parliamentary procedure, except as otherwise stipulated in these by-laws. Motions to be voted upon may be made by any member of the Board, including the President. Any motion must receive a second from another Officer before it may be voted upon.

**Sec. 13.** All decisions of the Board shall be by majority vote of the Officers present, provided there is a quorum.

## **ARTICLE VI - DUTIES OF THE OFFICERS**

**Sec. 1.** The general duties of each officer shall be as follows:

**Sec. 2.** The President shall be the presiding officer at all membership and Board of Directors meetings and should seek to fulfill the objectives of the BBC.

**Sec. 2.a.** President(s) Emerita/Emeritus may attend all Board meetings in an *ex officio* (non-voting) capacity in order to share their experience, expertise and valued opinions with the Board.

**Sec. 3.** The Vice-President and Community Liaison shall:

- Assume the duties of the President in the absence of the President, or at the President's request.
- Serve as a liaison to local government and community organizations, such as Broomfield Open Space and Trails (OST), Open Space and Trails Advisory Committee (OSTAC), and the Broomfield Open Space Foundation (BOSF) with respect to the conservation and protection of wild birds and their habitats.

**Sec. 4.** The Secretary shall:

- Keep the minutes of the Board of Directors' meetings and distribute those minutes to Board members within one week of each meeting.
- Prepare the agendas for membership and Board meetings.
- Keep an up-to-date copy of the Club's Bylaws.
- Conduct such correspondence as directed by the Board.

**Sec. 5.** The Treasurer shall be responsible for:

- Receiving and disbursing all monies of the Club and keeping a record of all receipts and disbursements.
- Producing a financial report for each Board and membership meeting.
- Maintaining membership records, including dues paid by members.
- Preparing an annual budget, as needed.
- Filing tax reports as required by the Internal Revenue Service and/or the State of Colorado.

**Sec. 6.** The Presentation Coordinator shall be responsible for:

- Organizing speakers/presenters for in-person and virtual meetings.
- Coordinating with the Treasurer to provide honoraria to speakers/presenters as agreed.

**Sec. 7.** The Field Trip Coordinator shall be responsible for:

- Recruiting field trip (a.k.a., bird walk) leaders and co-leaders.
- Working with trip leaders and co-leaders to organize and schedule regular field trips.
- Providing timely information to Club's webmaster, Officers and members of the date, time, location, and other details of upcoming field trips.

**Sec. 8.** The Outreach Coordinator shall:

- With consent from the Board of Directors, initiate and carry out plans to educate the public, raise the profile of the Club, and recruit new members, including tabling at community events.
- Create, display and distribute, as needed, posters, informational brochures, handouts, and other Club-related materials.
- Collaborate in organizing and executing events (e.g., annual membership meeting, members picnic, fall gathering) open to current and prospective members.

**Sec. 9.** The Conservation Coordinator shall:

- Inform officers and members on important wild bird conservation issues on the local, state, and national levels.
- With consent from the Board of Directors, initiate and carry out plans, including public outreach and involvement, to support the conservation and protection of wild birds and their habitats.

**Sec. 10.** The Publicity Coordinator shall:

- Ensure that all meetings, field trips, and other events and activities are publicized in a timely manner.

- Coordinate regular communications to members and the public through channels such as email newsletters and announcements, community publications (print and online), the Club website and blog, social media, etc.

**Sec. 11.** The Technical Support Coordinator shall:

- Maintain the Club’s website, updating with new information and removing outdated content as needed.
- Facilitate scheduled virtual (Zoom) meetings and presentations.

**Sec. 12.** Members-at-Large (2) shall:

- Contribute their time and talents in support of Club activities, including serving as committee chairs, representing the club at community events, etc.

## **ARTICLE VII - MEETINGS**

**Sec. 1.** General membership meetings (open to the public) shall be held in person at least three times a year, at a time and place agreed upon by the Officers; virtual presentations (also available to the public) will be held in months when in-person meetings do not occur, on a schedule approved by the Board.

**Sec. 2.** General membership meetings may include, but are not limited to, the following:

- Reports by the Treasurer and other Officers.
- Ratification votes by members in attendance, as required by these Bylaws.
- A presentation by a member or a local or visiting expert.
- Reports on past and future field trips.
- Member reports on local bird sightings.
- Photo sharing by members.
- Field trip or project planning.

**Sec. 3.** Board of Directors meetings may be held monthly at a date, time, and place agreed on by the officers, or as needed.

## **ARTICLE VIII - COMMITTEES**

**Sec. 1.** Hospitality Committee - Shall be responsible for supporting the social activities of the Club.

**Sec. 2.** Other committees may be created by the President with the approval of the Board of Directors.

## **ARTICLE IX - Field Trips**

**Sec. 1.** Except as provided for in this article, all birding field trips (a.k.a., bird walks) are open to

the public.

**Sec. 2.** Some field trips may be designated as "Member Only" or "Member First Choice."

**Sec. 3.** All members and guests who participate in a field trip must sign and date a Liability Waiver, a copy of which is attached to the end of these Bylaws. Signed waivers will be retained by the Club and will be valid for subsequent field trips.

## **ARTICLE X - DISSOLUTION**

**Sec. 1.** If for any reason the Broomfield Bird Club should be dissolved, its resources shall be disbursed to a community department or organization with a similar mission, as determined by a majority vote of the Board.

## **Article XI - AMENDMENTS TO BYLAWS**

**Sec. 1.** Amendments and/or modifications to these Bylaws shall first be approved by a majority vote by the Board of Directors. Board approved amendments and/or modifications shall then be submitted for ratification by a majority vote of those members in attendance at a properly advertised meeting of members.

**Sec. 2.** Amendments and/or modifications to these Bylaws shall become effective immediately after they are approved, as provided for in Sec. 1 of this Article.

**Sec. 3.** These Bylaws were approved at a meeting of the Board of Directors of the Broomfield Bird Club on April 2, 2024.

## ADDENDUM A: Liability Waiver

### Broomfield Bird Club

#### Acknowledgment and Assumption of Risks & Release and Indemnity Agreement *For the adult participant or the parent or legal guardian of a minor participant*

#### INTRODUCTION:

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter “Document”) carefully before signing. The adult participant (including a volunteer leader) must sign this Document. If participant is a minor (those under 18 yrs. of age; hereafter sometimes “minor” or “child”), one of the participant’s parents or legal guardians (hereafter collectively “parent”) must sign.

In consideration of the services of Broomfield Bird Club., a nonprofit organization, and its officers, directors, employees, agents, representatives, volunteers (other than myself, if I am a volunteer leader) and all other affiliated persons or entities (individually and collectively referred to in this Document as “BBC”), in allowing me/my child to participate, I (adult participant or parent of a minor participant) acknowledge and agree as follows:

#### ACTIVITIES, RISKS AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:

Participating whether simply attending, observing, leading or actively participating in BBC educational, instructional, recreational and/or adventure activities include risks. Activities may be day or multi-day, take place in Colorado or other U.S. or International locations and be led by BBC volunteers, contractors or others. Activities include but may not be limited to: hiking or walking; socializing; use of any equipment, facilities or premises; transportation in vehicles (driven or owned by BBC volunteers or others – carpools included), planes, taxis and/or by other means to, from or during activities; or stays in hotels or other accommodations (collectively referred to in this Document as “activities”). Activities may be scheduled or unscheduled; structured or unstructured; occur on premises not owned or controlled by BBC and/or occur during participant’s free and/or independent time. I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Document as “risks”) of the activities can cause injury, property damage, death or other loss to me, my child or others, including members of my and/or my child’s family. The parent gives permission for their child to participate in all activities and agrees to discuss the nature of the activities and risks with their child. The risks include, but are not limited to:

- Hazardous and unpredictable ground, road, water or weather conditions, in outdoor and sometimes steep, rugged or mountainous terrain.
- Stinging, venomous and/or disease carrying animals, insects or microorganisms; unpredictable contact with wild and domestic animals.
- Misjudgments made by contractors, participants, BBC volunteers, or others.
- Premises conditions, such as slippery walkways, steps, ruts, uneven ground, rivers or other water bodies or risks associated with any buildings or facilities.
- Equipment that can fail or malfunction.
- Participant’s mental, physical (including fitness level) or emotional condition (including any use or abuse of alcohol or prescription or non-prescription drugs), disclosed or undisclosed, known or unknown, combined with participation in the activities **NOTE:** There are risks associated with participant’s contact with other persons, spaces, equipment or otherwise, including the risk of a participant, volunteer or other persons’ carrying, being infected by or contracting SARS-CoV-2 (virus) and/or COVID-19 (resulting disease) (sometimes collectively “COVID-19”) or other disease, virus or bacteria before, during or after activities and/or transmitting it to others, including vulnerable and at-risk populations in the trip community or a participant’s home community.

- U.S. or international travel can involve unique risks, such as political unrest, terrorism, contact with unusual diseases, viruses or bacteria, exposure to contaminated food or water, dangerous road or travel conditions, thievery, abduction and other risks. Participants may be subject to laws and legal systems in foreign countries that do not provide the same protections as the U.S. legal system. Any of these factors – including but not limited to the presence of COVID-19 in the U.S. or another country - present numerous uncertainties and risks associated with travel, including but not limited to sudden closing of borders and/or in country quarantines (whether participant is trying to travel to or through, or return from, a travel location), varying or inconsistent global or in country (U.S. federal, state, county or otherwise) health or travel advisories, quarantine or testing requirements, cancellation or termination of air, ground or other travel into, through or out of a location, etc. **NOTE:** Although BBC leaders consider geo-political climates in choosing trip locations, leaders are not experts in assessing the likelihood of terrorist activity, political unrest, health threats, the need for vaccinations or other issues. Participant (and parent of a minor) is responsible for conducting his or her own independent investigation through the U.S. State Department, U.S. Centers for Disease Control, World Health Organization or other sources.
- Activities may take place a distance from medical facilities, causing potential delays or difficulties in communication, transportation, evacuation and medical care. Additional delays can result if circumstances require transport from a foreign country back to the U.S. for medical care. Medical facilities may be inadequate (including, in the case of sickness from COVID-19, lack of critical care medical equipment such as ventilators).
- The potential that participant or others may act carelessly or recklessly.

**These and other risks may result in participant:** falling to the ground or into water; experiencing vehicle collision or rollover; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions; being exposed to, contracting and/or transmitting to others life threatening human/animal/insect/other borne communicable and/or contagious diseases, such as but not limited to COVID-19 (via the SARS-CoV-2 virus) or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, hyperthermia, cold water immersion, frostbite or heat exhaustion/stroke), dehydration, drowning, high altitude sickness, heart or lung complications, broken bones, paralysis or other permanent disability, mental or emotional trauma, concussions, sunburn or other burns, infections, illnesses, diseases, cuts or wounds or other injury, damage, death or loss.

**I (adult participant or parent of a minor participant) further acknowledge and agree:**

- to review all BBC information and materials received, obey all BBC rules and other policies, including new policies developed in light of COVID-19 identified in our communications, on our website or otherwise. **I (for myself and, if I am a parent, for and on behalf of my participating minor child) further agree and consent** to all participant screening, monitoring/testing, quarantining, contact tracing or other procedures, requested or required before, during and/or after a BBC trip, whether by government authorities or by BBC, its contractors, or other businesses participant comes in contact with;
- BBC representatives are available should I have further questions about the activities or the associated risks;
- BBC uses volunteers to assist with and lead activities. These volunteer leaders are not paid professional guides or leaders and are there to provide background information only. I understand I am responsible for determining whether I/my child have appropriate skills, physical conditioning, equipment and supplies for the activities. Volunteer leaders are not trained in first aid, CPR or wilderness medicine



and do not carry first aid kits for the group. Each participant must carry any needed medications and first aid supplies;

- participant is in good health and is fully capable of participating without causing harm to himself/herself or others. At all times, participants remain fully responsible for their own well-being (and for the supervision and well-being of any minor they accompany) and during group activities, all participants share in the responsibility for the group's well-being;
- the information provided in this Document is not exhaustive, other unknown or unanticipated activities, risks and outcomes may exist, and BBC cannot assure my/my child's safety or eliminate any of the risks;
- Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent of a minor) assumes and accepts full responsibility for participant, for the inherent and other risks (known and unknown, identified or not) of the activities and for any injury, damage, death or other loss suffered by participant (and parent of a minor), resulting from those risks, including the risk of participant's own negligence or other misconduct. I further agree to assume and accept any increased risks to me, my child or others, related my/my child's participation in BBC activities in the midst or wake of the COVID-19 Pandemic.

#### **RELEASE AND INDEMNITY AGREEMENT:**

**Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. I (adult participant, or parent for myself and for and on behalf of my participating minor child), agree as follows:**

**1) to release and agree not to sue BBC**, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively "claim" or "claim/s") for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in the activities. **I understand I agree here to waive all claim/s I or my child may have against BBC, bind my/my child's estate and any family member/heir/other party bringing claim/s and agree that neither I, my child, nor anyone acting on my or my child's behalf, will make a claim or file a lawsuit against BBC as a result of any injury, damage, death or other loss suffered by me or my child;**

**2) to defend and indemnify** ("indemnify" meaning protect by reimbursement or payment) BBC with respect to any and all claim/s brought by or on behalf of me, my participating child, my spouse, my/my child's other family member/s, heir/s or estate, a co-participant or any other person or entity for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in the activities, including but not limited to any claim/s brought by a medical care provider, insurer or other third party as a result of medical or other care or services provided to the participant, including transportation and evacuation costs.

**This Release and Indemnity Agreement includes claim/s of or resulting from BBC's negligence (but not its gross negligence or willful or wanton misconduct) and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.**

#### **OTHER PROVISIONS:**

**I (adult participant or parent of a minor participant) further agree:**

- Colorado law (without regard to its "conflict of law" rules) governs this Document, any dispute I/my child have with BBC, and all other aspects of my/my child's relationship with BBC, contractual or otherwise, and agree that any lawsuit or other legal proceeding must be filed or entered into only in Broomfield County, Colorado, which shall be the sole jurisdiction and venue for any such proceeding. I agree to

first attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator;

- BBC reserves the right to dismiss any participant from an activity that a BBC leader believes, in their discretion, presents a safety concern or medical risk, is disruptive, or otherwise conducts him or herself in a manner detrimental to the activities;
- I authorize BBC representatives or other medical personnel to obtain or provide medical care for me/my child, to transport me/my child to a medical facility and to provide treatment they consider necessary for my/my child's health. I agree to the release (to or by BBC) of any medical records necessary for treatment, referral, billing or insurance purposes. I agree to pay all costs associated with medical care and transportation.
- This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.
- This Document is effective in regard to participant's enrollment or participation in all activities from the date signed until a subsequent Broomfield Bird Club. Acknowledgment and Assumption of Risks & Release and Indemnity Agreement is signed by the adult participant or the parent of a minor participant and shall remain in full force and effect for all activities completed by participant up until that point.

**I (adult participant or parent of a minor participant) agree: I have carefully read, understand and voluntarily sign this Document, and acknowledge that it shall be effective and legally binding upon me, my spouse, participating minor child and other children, and participant's/parent's other family members, heirs, executors, representatives, subrogees, assigns and estate. *The adult participant or the parent of a minor participant (those under 18 yrs. of age) must complete the information and sign below.***

**I understand my signature is valid and legally binding whether I choose to electronically sign or manually sign a printable version of this Document.**

**(Print name)** \_\_\_\_\_

**(Signature)** \_\_\_\_\_