

Board of Directors Regular Meeting  
Seitz Residence - Valley View Hot Springs  
**Saturday, November 8, 2003**

**MINUTES**

- I. Record Attendance: Jim, Carolyn, Chris, Doug, Linda, Harold, Michelle and Rob attending. Fred excused absence.
- II. Meeting called to order at 1:03P.M.
- III. Changes to the [Agenda](#): Change presenter on item VII. B.1 from Jim to Linda. Linda pointed out that items B.2 - B.6 had been added to bring them especially to the Board's attention, even though most of these will be touched on in item B.1. Item VIII. A. may also be covered under VII. B.1. Motion to approve changes to the agenda: Carolyn, seconded by Harold, passed unanimously, no abstentions.
- IV. Approve minutes from September 13, 2003 meeting. Harold requested to look at Attachment C from September meeting. No changes to minutes. Chris moves to approve minutes and is seconded by Carolyn. All in favor, none opposed, no abstentions.
- V. Questions from guests: No questions from guests.
- VI. Treasurer's report [See Financial Reports - Attachment A.](#)
  - A. Income and Expenses for year to date: \$67,847.96 income; 14,604.80 expenses
  - B. Total assets on balance sheet as of November 4, 2003: \$93,757.59
  - C. Discussion about whether to use accrual or cash method for financials. Also discussed the need for having OLT audited on a regular basis. Terry will talk to accountant, Ayn Hanselmann, about both issues. The Board will need to adopt a policy regarding audits when it has more information.
  - D. [See Draft 2004 Budget - Attachment B.](#) Neil reviewed draft 2004 budget with Board. Discussion regarding potential income from ranch, and about line items for salaries, legal. Michelle recommends that legal budget be increased. Decided to put legal expense on agenda to keep an eye on it. Neil explained Flexible Spending Accounts for employees' medical expenses. Harold moved to approve 2004 budget as presented, Doug seconded, all in favor with Chris abstaining.
- VII. Unfinished Business
  - A. Neil introduced Laura O'Leary, Program & Fundraising Director (PFD) and Laura acquainted the Board with her background.
  - B. VVHS Transition
    1. Lease - Items brought up by Robin:
      - a. Insurance - ED is soliciting quotes from several agencies. OLT, Neil & Terry Seitz, State

Land Board would all be listed as co-insured on the general liability and property policies. Question about who will be paying for premiums; agreed that OLT will pay. State Land Board requires minimum \$600,000 coverage but all policies being investigated go higher than that. The Board is on record as wanting \$2 million coverage for liability. ED will forward information about quotes to Board when they come in.

b. State Land Board - Agriculture lease is assignable so Seitz will transfer it to OLT; counsel recommends Board should become familiar with agricultural lease. Recreation lease is not assignable so OLT will need to apply for it before Seitz lease expires in December 2005. OLT will need to have a stewardship plan for the recreational lease.

c. Re: Robin's request for Inventories and Sales Lists - according to Linda she's mainly asking for id and VIN numbers for major items. Neil stated that Seitz's plan to eventually donate old pickup and other work vehicles to OLT; but in the meantime Seitz will prepare list for id purposes. Ditto large tools or equipment. Also will prepare map to identify buildings. Questions regarding status of Seitz residence. Will be included in leased property. Will be treated just the same as the other employee residence (Laura's house).

d. Employment agreements will be covered under committee reports and further in executive session if need be.

e. Robin requested documents such as Orient Warranty Deed, Mineral Lodes, in response to question about footprint from Michelle. Seitz will provide copies.

2. [Resolution Concerning OLT Leasing of Seitz Property and Business - See Attachment C](#)

Discussion on ways to enter into finalized lease agreement before next meeting i.e.: Board members are provided copy of finalized lease agreement, Linda canvases everyone's responses and enters into agreement on behalf of board or; vote is taken electronically whether or not to sign lease. Either of these options are open to board. However, it is unlikely that the lease will be ready to sign by Jan 1st or even by next meeting. Resolution provides "formal handshake" in this case. Michelle moved for Linda to sign drafted resolution on board's behalf, Harold seconded. Discussion followed regarding wording of resolution, word "upon" will be removed from final paragraph. All voted in favor of motion; none opposed; no abstentions.

3. Database - Chris reported that database development is going well. He has put in 100 hours so far; has billed for 35 hours. Chris described some of the features of the new database. It will probably take all of the 200 hours he estimated.

C. Cottonwood Peak Ranch acquisition update - Neil. As of first of October, oral agreement was reached with sellers on terms. Since then financing has been arranged with Saguache County Credit Union for down payment. Board received copy of draft contract from seller's attorney. Board questioned Neil's decision to retain attorneys (real estate & water) to represent OLT on ranch purchase without board approval. Neil explained he decided to use Ken Koprowicz because of his background and his offer to work pro bono, and to use Moses, Wittemyer, Harrison and Woodruff because of their previous work on ranch and Valley View water. Discussion followed regarding ED exceeding his authority in this situation; this discussion to be continued in executive session. ED will forward all subsequent versions of the contract as attorneys for both sides prepare them. Harold had questions about budgeted payment plan: Neil clarified that in the proposed 2004 budget dated 11/5/03 there are only interest payments totaling \$8,000 to the SCCU (no principle payments are budgeted but OLT can make payments if desired); the land program fixed asset expense item totaling \$90,000 is the annual payment to the seller.

D. Committee Reports

1. Hiring Committee - Reviewed ED Job Description and ED Contract. In Job Description amend 1.a. under Responsibilities to add "and terminate". Also add another item under Responsibilities to effect that "ED will operate within prorated budget unless otherwise authorized by the board." In Contract, to Item 1. Position - add "as described in the attached Job Description" at end of first sentence. Michelle made motion to approve ED Contract and Job Description with changes, Harold

seconded. All voted in favor, none opposed, no abstentions. Discussion intervened regarding developing, tracking, and following up on Policy and Procedures issues - specifically regarding spending authorizations. ED is prioritizing P&P development, and is formulating those relative to employees as the most important to clarify at this time.

2. Volunteer Committee - Donald reported that all the output from the committee that had been presented to the board at the last meeting had been turned over to Laura, who had processed it, organized it, added to it and submitted it back to the committee, which is in the process of reviewing it. When they have approved a final version it will be submitted to the board; at that point the committee will have fulfilled its purpose and will deactivate.

## VIII. New Business

A. Insurance (covered under VII B.1.a. above)

B. [Volunteer Program draft \(See Attachment D\)](#) - Laura - includes volunteer application form, P&P's, confidentiality agreement, list of projects (working document), volunteer program design compiling best management practices, copy of Volunteer Protection Act. Board will review electronic versions, making any changes, and be ready to adopt at January meeting.

C. [Ranch Program and Fundraising - Laura - \(See Attachment E\)](#)

1. Goals and Potential Uses: List of ideas and possible uses that have been circulating regarding the Cottonwood Peak (Everson?) Ranch. No need for action at this time, tabled for later discussion.

2. Ranch Fundraising: Discussion regarding how potential uses may or may not match goals of various funders. Laura has been researching funders to collect promising matches into an annual work calendar for next year. Also has developed a mailing insert specifically targeting contributions for the ranch as well as soliciting ideas for uses. Plan to develop display for the Welcome Center to play on people's enthusiasm during their visit to OLT to drum up contributions. Attachment includes list of various sources of funding. List includes board member support; Laura pointed out it's important to many foundations that board members give financial support annually. Amount not important - just that board members give regularly. Laura raised possibility of forming subcommittees for Ranch Use/Programs and Ranch Fundraising.

D. Interim Secretary - Neil explained that if someone who is materially involved in the corporation (i.e. an employee) serves as an officer of the board, workmen's compensation (Pinnacol) figures their premium assuming their compensation to be \$42,500 no matter what their actual pay is. Linda suggested appointing Laura O'Leary as interim Secretary to serve until March, when regular officer elections are held. Chris made it a motion and Harold seconded the motion. All were in favor, none opposed, no abstentions.

IX. Next meeting date confirmed for January 10th at 1:00pm.

X. Regular meeting adjourned at 5:05pm. At this time Board convened Executive Session to address personnel business.

XI. Executive Session adjourned and regular meeting reconvened at 6:10pm to complete some resolutions and business.

A. Regarding the financing arrangement for the Ranch purchase, Linda will contact Don Hopkins, attorney, to get an opinion on the legality and validity of the loan from Saguache County Credit Union.

B. Neil will forward information about Ken Koprowicz, attorney, to the Board; he will also invite Ken

to attend the Board meeting in January or possibly March.

C. Chris moved to authorize another \$1,000 for Robin Byers, attorney, to complete the lease between Seitz/OLT. Harold seconded. All in favor, none opposed, no abstentions.

D. Board has directed staff to hold out all four Sunset Rooms for the use of the Board members who travel a distance requiring them to spend the night for Board meetings. Chris moved that for Board meeting weekends, Board members will not be charged an admission fee, but will pay full accommodation fees; also, Board members may submit reimbursement requests for mileage in traveling to a Board meeting. Jim seconded. Seven in favor, none opposed, one abstention.

XII. Regular meeting adjourned at 6:20 PM.

Submitted by:

Approved by:

\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_

Laura O'Leary, Interim Secretary Date

Linda Joseph, Chairperson Date

Guests: Donald Sands (representing Volunteer Committee), Don and Kathy Geddes (liaisons from town of Saguache), Sam and Annie Pace (liaisons from town of Crestone), Betsy Miller, Steve Gearhart, Bernie Heissfeld, David Baker, Lisa Forrest, Randy Johnson, Mia Foster, Barbara Tidd, Chuck Brenimer.

## Attachment A to Minutes from November 8, 2003

### **Financial Reports**

(Reports require Adobe Reader)

[Income and Expense versus Budget Year to Date](#)

[Balance Sheet](#)

**Orient Land Trust**  
**2003 Income & Expense Actual vs Budget**  
 1/1/03 thru 11/17/03

	<u>Jan - Dec 03</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Administrative fees - TNS	150.00		
Individual contributions	69,343.00	62,400.00	6,943.00
Investment income	125.97		
Related sales revenue	4,975.50	3,840.00	1,135.50
Sale of Recycled Material	157.49	156.00	1.49
<b>Total Income</b>	<u>74,751.96</u>	<u>66,396.00</u>	<u>8,355.96</u>
<b>Gross Profit</b>	74,751.96	66,396.00	8,355.96
<b>Expense</b>			
Association dues	450.00	480.00	-30.00
Conferences & meetings	440.00	504.00	-64.00
Contingency provisions	0.00	20,800.00	-20,800.00
Financial Fees	682.66	120.00	562.66
Insurance - general	577.00	3,000.00	-2,423.00
Licenses and Permits	484.00	48.00	436.00
Other fund raising costs	0.00	1,200.00	-1,200.00
Payroll Expenses	2,930.76	12,000.00	-9,069.24
Postage and Delivery	2,501.94	3,180.00	-678.06
Printing & publications	919.01	2,580.00	-1,660.99
Professional fees	3,345.70	12,912.00	-9,566.30
Public relations expenses	1,328.70	3,960.00	-2,631.30
Related Sales Costs	675.00	2,880.00	-2,205.00
Returned - Redeposited	0.00		
Salaries & related expenses	0.00	0.00	0.00
Supplies	909.03	3,600.00	-2,690.97
Tax, Business	34.00	108.00	-74.00
Telecommunications	940.26	1,200.00	-259.74
Travel	71.00	576.00	-505.00
Volunteers	0.00	1,920.00	-1,920.00
<b>Total Expense</b>	<u>16,289.06</u>	<u>71,068.00</u>	<u>-54,778.94</u>
<b>Net Ordinary Income</b>	<u>58,462.90</u>	<u>-4,672.00</u>	<u>63,134.90</u>
<b>Net Income</b>	<u><b>58,462.90</b></u>	<u><b>-4,672.00</b></u>	<u><b>63,134.90</b></u>

**Orient Land Trust**  
**Balance Sheet**  
 As of November 17, 2003

	Nov 17, 03
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
<b>Cash</b>	
Checking accounts	
PB&T Checking	66,725.32
SCCU Checking	100.00
<b>Total Checking accounts</b>	66,825.32
<b>Savings account</b>	
SCCU Savings	31,010.34
<b>Total Savings account</b>	31,010.34
<b>Total Cash</b>	97,835.66
<b>Total Checking/Savings</b>	97,835.66
<b>Other Current Assets</b>	
Undeposited Funds	2,170.00
<b>Total Other Current Assets</b>	2,170.00
<b>Total Current Assets</b>	100,005.66
<b>Fixed Assets</b>	
Fixed assets	
Computers & software	695.00
<b>Total Fixed assets</b>	695.00
<b>Total Fixed Assets</b>	695.00
<b>TOTAL ASSETS</b>	<b>100,700.66</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Credit Cards</b>	
Citibank Premium Business	109.36
<b>Total Credit Cards</b>	109.36
<b>Other Current Liabilities</b>	
Payroll Liabilities	963.11
<b>Total Other Current Liabilities</b>	963.11
<b>Total Current Liabilities</b>	1,072.47
<b>Total Liabilities</b>	1,072.47
<b>Equity</b>	
Retained Earnings	41,100.29
<b>Unrestricted net assets</b>	
Opening Bal Equity	65.00
<b>Total Unrestricted net assets</b>	65.00
Net Income	58,462.90
<b>Total Equity</b>	99,628.19
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>100,700.66</b>

## Attachment B

**2004 Orient Land Trust Budget**

Updated November 5, 2003

**Revenue, Expenses and Changes in Fund Balance**

1. Contributions, gifts, grants, etc.		
a. Direct public support		140,000
2. Program revenue (visitor services)		375,000
6a. Gross rents (ranch)	8,000	
b. Less rental expenses	<u>-3,000</u>	
c. Net rental income		5,000
10a. Gross sales of inventory	15,000	
b. Less cost of goods sold	<u>-10,000</u>	
c. Gross profit from sales		<u>5,000</u>
<b>12. Total Revenue</b>		<b>525,000</b>
13. Program services		287,000
14. Management		54,000
15. Fundraising		<u>59,000</u>
17. Total Functional Expenses		400,000
18a. Land program fixed asset expense	90,000	
b. Other programs fixed assets expense	30,000	
c. Management fixed assets expense	<u>5,000</u>	
d. Total Fixed Assets Expense		<u>125,000</u>
<b>Total Expenses</b>		<b>525,000</b>
19. Fund balance from beginning of the year		50,000
21. Fund balance at end of year		50,000

<b>Functional Expenses</b>	<b>Total</b>	<b>Program Services</b>	<b>Management</b>	<b>Fund-raising</b>
22. Grants and allocations	2,000	2,000	0	0
25. Compensation of officers	48,000	20,000	16,000	12,000
26. Other salaries and wages	207,000	171,000	14,000	22,000
29. Payroll taxes	34,000	26,000	4,000	4,000
31. Accounting fees	2,000	0	2,000	0
32. Legal fees	5,000	2,000	2,000	1,000
33. Supplies	16,000	10,000	3,000	3,000
34. Telecommunications	9,000	6,000	1,000	2,000
35. Postage	9,000	4,000	1,000	4,000
36. Occupancy	12,000	6,000	4,000	2,000
37. Equipment rental and maintenance	16,000	13,000	2,000	1,000
38. Printing and publications	5,000	3,000	1,000	1,000
39. Travel	3,000	1,000	1,000	1,000
40. Conferences and meetings	3,000	1,000	1,000	1,000
41. Interest	8,000	8,000	0	0



43. Other expenses	0	0	0	0
a. Sales and lodging tax	5,000	4,000	0	1,000
b. Credit card and financial	8,000	5,000	1,000	2,000
c. Database development	<u>8,000</u>	<u>5,000</u>	<u>1,000</u>	<u>2,000</u>
44. Total Functional Expenses	400,000	287,000	54,000	59,000
Percent of functional expenses		72%	14%	14%
Fixed asset expense		<u>120,000</u>	<u>5,000</u>	<u>0</u>
Total Expenses		407,000	59,000	59,000
Percent of revenue		78%	11%	11%

Attachment C to Minutes for November 8, 2003

**Resolution Concerning Orient Land Trust Leasing of  
Seitz Property and Business**

WHEREAS Neil and Teresa Seitz desire to lease their property in the vicinity of Valley View Hot Springs and the Orient Mine and their business known as Valley View Hot Springs to the Orient Land Trust under the authority of its Board of Directors, such arrangement to begin January 1, 2004,

WHEREAS Orient Land Trust, under the authority of its Board of Directors, desires to lease the property in the vicinity of Valley View Hot Springs and the Orient Mine and the business known as Valley View Hot Springs from Neil and Teresa Seitz, such arrangement to begin January 1, 2004,

WHEREAS Orient Land Trust Board of Directors and Neil and Teresa Seitz have agreed in principle, if not in detail, to the particulars of said arrangement,

WHEREAS A complete and final written lease agreement between these two parties may not be ready to sign by January 1, 2004,

THEREFORE, BE IT RESOLVED that as of January 1, 2004, Orient Land Trust will operate as lessee of the aforementioned property and business until such time as a formal written lease agreement is signed and any such lease agreement shall be retroactive to January 1, 2004.

\_\_\_\_\_  
Linda Joseph, Chairman  
Orient Land Trust

\_\_\_\_\_  
Date

\_\_\_\_\_  
Neil Seitz

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teresa Seitz

\_\_\_\_\_  
Date

Attachment D to Minutes for November 8, 2003

**VOLUNTEER PROGRAM**  
**DRAFT POLICIES & PROCEDURES**

[Volunteer Program Design](#)

[Volunteer Policies and Procedures](#)

[Proposed Volunteer Projects](#)

[Volunteer Application Form](#) - Requires Adobe Reader

[Confidentiality Agreement](#)

[Volunteer Protection Act](#)

## **Volunteer Program Design:**

Program planning and design begins with an initial assessment of why the organization wishes to utilize volunteers and what the benefits and problems are likely to be of volunteer utilization.

Possible benefits include:

- Delivery of services at reduced cost.
- Access to additional expertise.
- Better contact with the community.
- Better assistance to visitors.

Possible disadvantages include:

- Lack of control and reliability of volunteers.
- Time demands for volunteer supervision.
- Potential negative impact on paid jobs.
- Difficulties in recruiting enough qualified volunteers.

### **1. Job Development and Design**

Volunteers need clearly defined jobs that have been thoughtfully prepared. The keys to recruiting, motivating and supervising a volunteer are built into the job description.

- Person's duties and responsibilities - actual task or tasks that the volunteer is expected to perform (keep it short, succinct and clear).
  - Authority: This defines the parameters that the volunteer must work within and explains the extent to which the volunteer can make decisions about how work is to be carried out.
  - Accountability: The volunteer needs to have a goal that is oriented toward results. Not holding the volunteer responsible for producing results is a subtle way of indicating that the work is valueless and unimportant.
  - Measurements: These define how the volunteer will know if he has successfully achieved the results. These should be discussed and agreed upon in advance with the volunteer.
- When do these tasks need to take place?
- Where do these tasks need to take place?
- What skills, personality traits, or other qualifications do volunteers need to do the tasks?

### **2. Recruitment**

There are three basic ways of planning a volunteer recruitment program.

#### **1. Warm Body Recruitment**

- A very large number of volunteers will be required for a short period of time (as in a special event).
- The volunteer job to be done lacks any special qualifications, and is one that most people can do if given some training.

Dissemination of information about the program includes:

- Distribution of brochures
- Posters
- Speaker's Bureaus

- Notices in periodicals
- Word of Mouth

## 2. Targeted Recruitment

- Desirable method when the job for which you are attempting to recruit requires some special skills or some characteristics that are not commonly found.
  - Planning a Targeted Recruitment campaign involves asking four questions:
    - What do we need?
    - Who could provide this?
    - How can we communicate with them?
    - What would motivate them?

## 3. Concentric Circles Recruitment

- Identifying populations who are already in contact with your organization and attempting to recruit them
  - Your clients, their families and relatives.
  - 'Alumni' of your program.
  - Friends of your volunteers and staff.
  - People in the community in which you operate.
  - People who have been affected by the problem you are attempting to solve.

Every recruitment campaign must also have a compelling message. This message is your explanation of why your organization is worthy of the donation of volunteer time that is being requested. The message should in a short, simple, and direct manner communicate to the volunteer the need that exists for their services and the good that they can do by volunteering. Be sure in this message that you strive to stress the need of the community, not simply the need of your organization.

## **3. Screening (and Interviewing?)**

If a volunteer is a worker serving without compensation, then a nonprofit corporation utilizing volunteer services should put substantially the same amount of work into locating and placing volunteers that it would put into locating and placing paid employees. Volunteers frequently have a highly public role on behalf of a nonprofit corporation; they are the persons that individuals dealing with the nonprofit corporation see first and most often. You can manage several risks by effectively screening, evaluating and placing volunteers.

A prospective volunteer application form is necessary for two reasons: to assist in your interview and screening process; and to document basic information about individual volunteers. The form should be seen as a tool to be used as a starting point in screening.

## **4. Orientation and Training**

Orientation involves giving volunteers an adequate background on the agency, its operation, and its procedures.

- A good orientation program will provide the volunteer with the following types of information:

- Description and history of the organization.
- Description of the overall programs and clientele of the organization.
- Orientation to the facilities and layout of the organization.
- Knowledge of general policies and procedures.
- Description of volunteer management system.

Training is the process of instructing volunteers in the specific job-related skills and behavior that they will need to perform their particular volunteer job. It is designed to tell the volunteer:

- How they are supposed to perform their particular job.
- What they are not supposed to do in their job.
- What to do if an emergency or unforeseen situation arises.

## 5. Supervision

Supervision of volunteers is essentially no different in concept or execution than supervision of any other type of staff for an agency. It requires the same care and skills for interpersonal relations.

Some aspects of supervision, however, need an extra emphasis in the volunteer relationship. These include:

- Who Provides the Supervision?** Is supervision to be provided by the volunteer coordinator or by the staff person with whom the volunteer will most closely be working? Both systems work, but it is essential to make sure that all parties are in agreement upon whom the responsibility for day-to-day supervision and management lies.
- Flexible Management.** Volunteers must be treated as individuals, with recognition that their motivations are different and their styles are different. The supervisor must be able to accommodate individual variations. This may often having to deal with situations that do not occur in paid-staff situations, such as those that arise because the volunteer position may have a lower priority than other things that arise in an individual's life.
- Allocating Time for Management.** The pervasive myth that volunteers are 'free' is often the bane of good management.

## 6. Recognition

Volunteer recognition is the process of rewarding and motivating those volunteers who have contributed effectively to the organization.

- There are two basic types of volunteer recognition efforts:
  - **Awards** are the periodic provision of tokens of recognition to volunteers, both in a group and a one-to-one basis. Awards generally fall into two categories. The first is 'things', including:
    - Certificates
    - Pins
    - Group photographs
    - Items of clothing, such as T-shirts, mugs, etc.
    - Small gifts

The second category is 'events', including

- Lunches and dinners
- Picnics
- Parties and celebrations
- Field trips
- National Volunteer Week celebration

Awards are particularly useful in generating a sense of group involvement among volunteers who do not often have an opportunity to gather together.

- **Rewards** are the more intangible day-to-day activities of recognition and motivation that are given to volunteers. These include:
  - Saying 'Thank You'.
  - Giving respect and equal status to volunteers.
  - Involving volunteers in staff meetings on a regular basis.
  - Maintaining a personal interest in the volunteer and spending time and effort in supervision.
  - Giving the volunteer more responsibility.

Rewards tend to be more effective long-run motivators of volunteers.

In conducting both the above systems of recognition, there are a number of principles to keep in mind. These include:

- Granting recognition in a public forum, preferably among the peer group of the volunteer.
- Timing recognition so that it is as close as possible to the achievement of the volunteer that is being recognized. Recognition delayed is a much less effective form of reward. It is this factor that makes day-to-day rewards for good behavior so important.
- Tailoring recognition to the individual. Attempt to determine what type of recognition would be most meaningful to the particular individual. Some will prefer the more public type of 'thank you'; others will better appreciate the smaller private recognition.
- Making sure that recognition is given sincerely. An artificial or 'slick' ceremony will be detected and resented. If you don't really mean it, don't do it.
- Making sure that recognition is fair. If you reward volunteers who are not performing well you will de-motivate the volunteers who are performing well.

## **VOLUNTEER POLICIES AND PROCEDURES**

### **SECTION I: INTRODUCTION**

The mission of the Orient Land Trust (OLT) is to acquire land in the general area of the Orient Mine and Valley View Hot Springs of Saguache County, Colorado and endeavor to perpetually manage that land to accomplish the following goals:

- Consolidate parcels of land for preservation of open space.
- Protect the environmental and historical qualities of the land.
- Encourage scientific studies and education utilizing the unique resources available on the land.
- Maintain naturist (clothing-optional) recreation facilities with minimal development.
- Provide the forgoing activities to the public at minimal charge.
- Continue public appreciation of the Orient Land Trust lands.

The achievement of the goals of OLT is best served by the active participation of supporters and citizens of the community. To this end, OLT accepts and encourages the involvement of volunteers at all levels of the organization and within all appropriate programs and activities. All OLT board members, liaisons and staff are encouraged to assist in the creation of meaningful and productive roles in which volunteers might serve and to assist in the recruitment of volunteers from the community.

### **SECTION II: POLICY STATEMENT**

The purpose of these policies is to provide overall guidance and direction to staff and volunteers engaged in volunteer involvement and management efforts. These policies are intended for internal management guidance only and do not constitute, either implicitly or explicitly, a binding contractual or personnel agreement. OLT reserves the exclusive right to change any of these policies at any time and to expect adherence to the changed policy. Changes to or exceptions from these policies may only be granted by the Executive Director and must be obtained in advance and in writing. Areas not specifically covered by these policies shall be determined by the Executive Director and the Program and Fundraising Director.

Unless specifically stated, these policies apply to all non-elected volunteers in all programs and projects undertaken on behalf of OLT. The productive utilization of volunteers requires a planned and organized effort. The function of the Program and Fundraising Director is to provide a central coordinating point for effective volunteer management within OLT and to direct and assist staff and volunteer efforts to jointly provide more productive services. The Program and Fundraising Director shall also bear responsibility for maintaining liaison with other volunteer-utilizing programs in the community. The Program and Fundraising Director shall bear primary responsibility for planning for effective volunteer utilization, for assisting staff in identifying productive and creative volunteer roles, for recruiting suitable volunteers, and for tracking and evaluation of the contribution of volunteers to OLT.



## **SECTION III: GENERAL VOLUNTEER POLICIES**

### **1. Definition of Volunteer:**

A. A volunteer is anyone who without compensation or expectation of compensation beyond reimbursement of expenses performs a task at the direction of and on behalf of OLT. A volunteer must be officially accepted and enrolled by OLT before performance of the task. Volunteers shall not be considered as employees of OLT.

B. OLT also accepts as volunteers those participating in student community service activities, academic internships, alternative sentencing or diversion programs, corporate volunteer programs, and other volunteer referral programs. In each of these cases, however, a special arrangement must be in effect with the organization, school or program from which the special case volunteers originate and must identify responsibility for management and care of the volunteers.

C. Academic interns must be prepared to schedule a minimum of 120 to 150 hours a semester, the same class and preparation time required to complete a three-credit hour course.

D. When available, stipends may be paid to certain qualifying interns.

E. All volunteer positions shall have a set term of duration.

F. Consistent with the IRS tax code, volunteers may receive economic benefits equivalent to those *provided to the general public in exchange for a membership fee or contribution of \$75.00 or less*. As of November 2003, volunteers who work a minimum of 15 hours per year will receive OLT Supporter level benefits (\$75.00-\$149.00). A Supporter level donor can also be a volunteer (working a minimum of 15 hours per year) and receive benefits at the Patron level.

### **2. Employees as Volunteers:**

A. OLT accepts the services of staff as volunteers. This service is accepted provided that the volunteer service is provided totally without any coercive nature, involves work that is outside the scope of normal staff duties, and is provided outside of usual working hours. The Executive Director must approve all employees as volunteer placements in order to comply with Department of Labor-Wage and Hour Laws.

B. Family members of staff are allowed to volunteer with OLT. When family members are enrolled as volunteers, they will not be placed under the direct supervision of or within the same department as other members of their family who are employees without the approval of the Executive Director.

### **3. Visitors/Contributors and Relatives as Volunteers**

A. OLT's visitors/contributors may be accepted as volunteers, where such services do not constitute an obstruction to or conflict of confidentiality to the visitors/contributors or to others. Visitors/contributors with community service requirements must be referred to OLT programs other than the one providing them with service.

B. Relatives of visitors/contributors may also serve as volunteers but will not be placed in a position of direct service or relationship to members of their family who are receiving services.

### **4. Service at the Discretion of OLT**

A. OLT accepts the service of all volunteers with the understanding that such service is at the sole discretion of OLT. Volunteers agree that OLT may at any time, for whatever reason, decide to terminate their relationship with OLT.

B. The volunteer may at any time, for whatever reason, decide to sever his or her relationship with OLT. Notice of such a decision should be communicated as soon as possible to the volunteer's supervisor.

## 5. Volunteer Rights and Responsibilities

Volunteers are viewed as a valuable resource to OLT, its staff and its visitors/contributors. Volunteers shall be extended the right to be given meaningful assignments, the right to be treated as equal coworkers, the right to effective supervision, and the right to full involvement and shall agree to actively perform their duties to the best of their abilities and to remain loyal to the goals and procedures of OLT.

## 6. Scope of Volunteer Involvement

Volunteers may be utilized in all programs and activities of OLT and serve at all levels of skill and decision making. Volunteers should not, however, be utilized to displace any paid employees from their positions.

# **SECTION IV: VOLUNTEER MANAGEMENT PROCEDURES**

## 1. Maintenance of Records

A system of records will be maintained on each volunteer, including dates of service, daily time log, positions held, duties performed, evaluation of work, and awards received. Volunteers and appropriate staff shall be responsible for submitting all appropriate records and information to the Program and Fundraising Director in a timely and accurate fashion.

## 2. Conflict of Interest

No person who has a conflict of interest with any activity or program of OLT – whether personal, philosophical, or financial – shall be accepted or serve as a volunteer with OLT.

## 3. Representative of OLT

Before making any action or statement that might significantly affect or obligate OLT, volunteers should seek prior consultation and approval from appropriate staff. These actions may include, but are not limited to, public statements to the press, coalition or lobbying efforts with other organizations, or any agreements involving contractual or other financial obligations. Volunteers are authorized to act as representatives of OLT as specifically indicated within their job descriptions and only to the extent of such written specifications.

## 4. Confidentiality

A. Volunteers are responsible for maintaining the confidentiality of all proprietary or privileged information to which they are exposed while serving as volunteers, whether this information involves a single staff, volunteer, visitor/contributor, or other person or involves overall OLT business. Each volunteer will be required to sign a client confidentiality agreement.

B. Failure to maintain confidentiality will result in termination of the volunteer's relationship with OLT or other corrective action.

## 5. Worksite

An appropriate worksite shall be established before enrollment of any volunteer. This worksite shall contain necessary facilities, equipment, and space to enable the volunteer to effectively and comfortably perform his or her duties.

## 6. Dress Code

As representatives of OLT, volunteers, like staff, are responsible for presenting a good image to visitors/contributors and to the community. Volunteers shall dress appropriately for the conditions and performance of their duties.

## 7. Timesheets

Individual volunteers are responsible for the accurate completion and timely submission of timesheets.

## 8. Position Descriptions

A. Volunteer staff, just as paid staff, require a clear, complete, and current description of the duties and responsibilities of the position that they are expected to fill. Before making any volunteer assignment or recruitment effort, a position description must be developed for each volunteer position. This position description will be given to each accepted volunteer and utilized in subsequent management and evaluation efforts. Position descriptions should be reviewed and updated annually.

B. All position descriptions shall include a description of the purpose and duties of the position, a designated supervisor, a time frame for the performance of the job, a listing of job qualifications, and a description of job benefits, if any.

## 9. Staff Requests for Volunteers

Requests for volunteers shall be submitted by interested staff to the Program and Fundraising Director. By advance notice, all parties should understand that the recruitment of volunteers is enhanced by creative and interesting jobs. For event-specific support, a minimum of two weeks' notice shall be given. The Program and Fundraising Director reserves the right to refuse to recruit or place any volunteers until staff are prepared to make effective use of volunteer resources.

## 10. Recruitment

- A. Volunteers shall be recruited by OLT on a proactive basis, with the intent of broadening and expanding the volunteer involvement of the community. Volunteers, regardless of referral source, must complete an OLT volunteer application.
- B. All volunteers shall be recruited without regard to race, color, sex, age, religion, national origin, disability, sexual or affectional preference, marital status, or veteran status.
- C. Volunteers may be recruited through either an interest in specific functions or through a general interest in volunteering that will later be matched with a specific function.

#### 11. Recruitment of Minors

Volunteers who have not reached the age of 16 must have the written consent of a parent or guardian before volunteering. The volunteer services assigned to a minor will be performed in a non-hazardous environment and will comply with all appropriate requirements of child labor laws.

#### 12. Interviewing

Before being assigned or appointed to a position, certain volunteers, depending on their position, will be interviewed by the worksite supervisor to ascertain their suitability for and interest in that position. The interview should determine the qualifications of the volunteer and their commitment to fulfill the requirements of the position and should answer any questions that the volunteer might have about the position. Interviews may be conducted in person or by telephone.

#### 13. Reference Checks

- A. Certain volunteers may be required to provide the names of verifiable references who can attest to work experience, qualifications and personal character.
- B. Reference checks will be conducted by the Program and Fundraising Director or designee.

#### 14. Placement

In placing volunteers in a position, attention shall be paid to the interests and capabilities of the volunteer and to the requirements of the volunteer position. No placement shall be made unless the requirements of both the volunteer and the supervising staff can be met: no volunteer should be assigned to a "make-work" position, and no position should be given to an unqualified or uninterested volunteer.

#### 15. Staff Participation on Interviewing and Placement

Whenever possible, staff who will be working with the volunteer should participate in the design and conduct of the interview. Final assignment of a potential volunteer should not take place without review and approval of appropriate staff with whom the volunteer will be working.

#### 16. Acceptance of Appointment

Service as a volunteer with OLT shall begin with an official notice of acceptance or appointment to a volunteer position. Notice may be given by the worksite supervisor, Program and Fundraising Director, or Executive Director.

### 17. Professional Services

Volunteers shall not perform professional services for which certification or licensing is required unless currently certified or licensed to do so. A copy of such certificate or license will be maintained by the Program and Fundraising Director.

### 18. Length of Service

A. All volunteer positions shall have a set term of duration. It is highly recommended that this term shall not be longer than one year, with an option for renewal at the discretion of both parties. All volunteer assignments shall end at the conclusion of their set term, without expectation or requirement of reassignment of that position to the incumbent.

### 19. Leave of Absence

When necessary, a leave of absence may be granted to volunteers. This leave of absence will not alter or extend the previously agreed-upon ending date of the volunteer's term of service. A copy of written request of leave will be placed in the volunteer's file.

## **SECTION V: VOLUNTEER TRAINING AND DEVELOPMENT**

### 1. Orientation

All volunteers will receive a general orientation on the nature and purpose of OLT, an orientation on the nature and operation of the program or activity for which they are recruited, and a specific orientation on the purposes and requirements of the position that they are accepting in that effort.

### 2. On-the-Job Training

Volunteers will receive specific on-the-job training to provide them with the information and skills necessary to perform their volunteer assignment. The timing and methods of delivery of such training should be appropriate to the complexity and demands of the position and the capabilities of the volunteer.

### 3. Staff Involvement in Orientation and Training

The worksite supervisor will conduct an orientation specific to the program and position training. The Program and Fundraising Director will be responsible for conducting the OLT-wide orientation, including confidentiality guidelines.

## **SECTION VI: VOLUNTEER SUPERVISION AND EVALUATION**

### **1. Requirement of a Supervisor**

Each volunteer who is accepted to a position with OLT must have a clearly identified supervisor who is responsible for direct management of that volunteer. This supervisor shall be responsible for day-to-day management and guidance of the work of the volunteer and shall be available to the volunteer for consultation and assistance.

### **2. Volunteers as Volunteer Supervisors**

A volunteer may act as a supervisor of other volunteers, provided that the supervising volunteer is under direct supervision of a paid staff member.

### **3. Volunteer/Staff Relationships**

Volunteers and staff are considered to be partners in implementing the mission and programs of OLT, with each having an equal but complementary role to play. It is essential to the proper operation of this relationship that each partner understands and respects the needs and abilities of the other.

### **4. Acceptance of Volunteers by Staff**

Since individual staff members are in a better position to determine the requirement of their work and their own abilities, no volunteer will be assigned to work with a staff person without the consent of that staff person. Since volunteers are considered a valuable resource in performing OLT's work, staff is encouraged to seriously consider creative ways in which volunteers might be of service and to consult with the Program and Fundraising Director if they feel in need of assistance or additional training.

### **5. Evaluation**

A. Volunteers shall receive an evaluation at the end of each placement. The evaluation session is utilized to review the performance of the volunteer, to suggest any changes in work style, to seek suggestions from the volunteer on means of enhancing the volunteer's relationship with OLT, to convey appreciation to the volunteer, and to ascertain the continued interest of the volunteer in serving in that position. Evaluations should include both an examination of the volunteer's performance of position responsibilities and a discussion of any suggestions that the volunteer may have concerning the position or project with which the volunteer is connected.

B. The evaluation session is an opportunity for both the volunteer and OLT to examine and improve their relationship. A written record shall be kept for each evaluation session and will be placed in the volunteer's file.

### **6. Disciplinary Action**

In appropriate situations, corrective action may be taken following an evaluation. Examples of corrective

action include the requirement of additional training, reassignment of a volunteer to a new position, suspension of the volunteer, or dismissal from volunteer service.

## 7. Dismissal of a Volunteer

Volunteers who do not adhere to the rules and procedures of OLT or who fail to satisfactorily perform their volunteer assignment are subject to dismissal. No volunteer will be terminated until he or she has had an opportunity to discuss the reasons for possible dismissal with supervisory staff. Before dismissal of a volunteer, staff should seek the consultation and assistance of the Program and Fundraising Director.

## 8. Reasons for Dismissal

Possible grounds for dismissal may include, but are not limited to, the following: gross misconduct or insubordination, being under the influence of alcohol or drugs, theft of property or misuse of OLT's equipment or materials, abuse or mistreatment of visitors or coworkers, failure to abide by OLT's policies and procedures, failure to meet physical or mental standards of performance, and failure to satisfactorily perform assigned duties.

## 9. Concerns and Grievances

Decisions involving corrective action of a volunteer may be reviewed for appropriateness. If corrective action is taken, the affected volunteer shall be informed of the procedures for expressing their concern or grievance, which are the same as those for employees.

## 10. Resignation

A. Volunteers may resign from their volunteer service with OLT at any time. It is requested that volunteers who intend to resign provide advance notice of their departure and a reason for their decision. A minimum of 2 weeks is requested.

B. Academic interns are requested to complete the original intended agreement based on set hours for academic credit.

## 11. Exit Interviews

Exit interviews, where possible, should be conducted with the volunteers who are leaving their positions. The interview should ascertain why the volunteer is leaving the position and suggestions the volunteer may have to improve the position. The Program and Fundraising Director will conduct the exit interview.

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## Volunteer Projects

### Short-term projects, ongoing

- Crushing aluminum cans
- Walk trails and ponds and pick up trash, collect noodles (return to office for check in and out?)
- Scrape wax off rocks at party pool and ponds
- Cleaning out and rebuilding fire pits (preferably before snow)
- Weed removal (along roadways and ditches)
- Cleaning water ditches and culverts
- Office assistance
  - Labeling
  - Bulk mailings
  - Stuffing envelopes
- Landscaping
- Tours of grounds (orientation from experienced “members” to new visitors – high demand in summer)
- Campsite leveling
- Fire mitigation
  - Clearing dead underbrush

### Large-scale projects

- Trash pick up days along County Road GG or Highway 285
- Trail maintenance and/or construction
- Facilities construction/maintenance
  - Carpentry/painting
  - Mechanical repairs
- Special events planning and staffing
  - 4<sup>th</sup> of July Fireworks display
  - Annual Party
- Meadow Pond back wall stabilization – erosion problems (rock wall?)

### Projects requiring special skills/expertise

- Photography/design
  - Photos of Valley View, Orient Mine and Cottonwood Peak Ranch for potential postcards and/or greeting cards for sale, web postings, etc.
  - Design OLT PR materials
    - Video-pamphlet design
  - Photos for newsletters
  - Educational materials for new visitors
- Fundraising
  - Solicit businesses for donations (to be auctioned?) for fundraisers
  - Solicit businesses for in-kind donations/services
  - Recruit new annual contributors
  - Cultivate major donors
  - Sell tickets to special events
  - Sell OLT merchandise (t-shirts, coffee mugs, etc.)
- Community outreach – staffing information booth at:
  - Crestone Music Festival
  - 4<sup>th</sup> of July in Crestone

- Saguache – Memorial Day Sunday (parade)
- Saguache – Fall Tour (3<sup>rd</sup> weekend September)
- Center – Harvest Festival (August)
- Newsletter/publications
  - Articles
  - Press releases
  - Newsletter editors
  - OLT lands guides and visitor education materials
- Legal work
- Experience with 501(c)3's
- Information technology
  - Web design
  - Technical support
- Naturalist programs – train docents to deliver educational programs to youth and adult groups
  - Bat cave tours
  - Hydroelectric tours
  - Nature hikes (trail guides) (i.e. botany)
- Visitor programs/services
  - Yoga and Tai Chi programs
  - Swim Lessons
  - Day-care
  - Medical services
- Committee activity
- Assist with inventories
  - Flora and fauna of OLT lands (build on existing inventory)
  - Historic/cultural inventory of OLT lands



## Volunteer Candidate Information

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### Contact Information

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Date	
Name	
Street Address	
City, State Zip Code	
Home Phone	
Work Phone	
E-Mail Address	

### Availability

---

During which hours are you available for volunteer assignments?

- |   |   |
|---|---|
| <input type="checkbox"/> Weekday mornings   | <input type="checkbox"/> Weekend mornings   |
| <input type="checkbox"/> Weekday afternoons | <input type="checkbox"/> Weekend afternoons |
| <input type="checkbox"/> Weekday evenings   | <input type="checkbox"/> Weekend evenings   |

### Interests

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Tell us in which areas you are interested in volunteering.

- Administration
- Special Events
- Field work
- Fundraising
- Community Outreach
- Information Technology
- Newsletter Production
- Volunteer Coordination
- Photography/Design
- Construction/Maintenance
- Astronomy
- Bats Education
- Biological Inventory
- Geology
- Historical Preservation
- Leading Tours
- Other \_\_\_\_\_

### Reason for Volunteering

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What motivated you to volunteer with Orient Land Trust?

## Special Skills or Qualifications

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Summarize special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities, including hobbies or sports.

--

## Previous Volunteer Experience

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Summarize your previous volunteer experience.

--

## References

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List two references, including name, telephone number and email address, who are familiar with your abilities as a worker or volunteer.

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## Person to Notify in Case of Emergency

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Name	
Street Address	
City, State Zip Code	
Home Phone	
Work Phone	
E-Mail Address	

## Agreement and Signature

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By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed)	
Signature	
Date	

## Our Policy

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It is the policy of Orient Land Trust to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form and for your interest in volunteering with us.

Orient Land Trust

Client Confidentiality Agreement

Every employee and volunteer has a moral and legal responsibility to maintain the privacy of Orient Land Trust (OLT) property visitors/contributors. All information obtained as an employee or volunteer is considered confidential, and may not be discussed outside the program. The purpose of this policy is to protect the visitor's/contributor's right to privacy and safety.

- 1) I understand that all visitors/contributors of OLT properties will be assured that their information will be kept confidential unless specific permission by them is given otherwise.
- 2) I agree to notify the OLT Program and Fundraising Director or my supervisor whenever I am asked by anyone to comment on any visitor/contributor served by OLT. I will not release any information regarding a visitor/contributor without the approval of the Program and Fundraising Director or my supervisor.
- 3) I agree not to keep any records of visitor services or contributor records in my possession unless authorized by the Program and Fundraising Director or my supervisor. If I am authorized to keep visitor/contributor information in my possession, I understand that it is my responsibility to keep it secure and confidential. I understand that all records must be turned over to OLT immediately upon the termination of employment.
- 4) I will not give any information regarding OLT's program or its visitors/contributors to the media.
- 5) Failure to observe this policy will result in immediate termination and possible litigation.

I \_\_\_\_\_ (please print name) have read and understand the client confidentiality policy and by signing this statement agree to all conditions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

# Volunteer Protection Act of 1997

(Enacted into Law June 18, 1997, P.L. 105-19)

## SECTION 1. SHORT TITLE.

This Act may be cited as the `Volunteer Protection Act of 1997'.

## SEC. 2. FINDINGS AND PURPOSE.

(a) FINDINGS-- The Congress finds and declares that--

- (1) the willingness of volunteers to offer their services is deterred by the potential for liability actions against them;
- (2) as a result, many nonprofit public and private organizations and governmental entities, including voluntary associations, social service agencies, educational institutions, and other civic programs, have been adversely affected by the withdrawal of volunteers from boards of directors in other capacities;
- (3) the contribution of these programs to their communities is thereby diminished, resulting in fewer and higher cost programs than would be obtainable if volunteers were participating;
- (4) because Federal funds are expended on useful and cost-effective social service programs, many of which are national in scope, and depend heavily on volunteer participation, and represent some of the most successful public-private partnerships, protection of volunteerism through clarification and limitation of the personal liability risks assumed by the volunteer in connection with such participation is an appropriate subject for Federal legislation;
- (5) services and goods provided by volunteers and nonprofit organizations would often otherwise be provided by private entities that operate in interstate commerce;
- (6) due to high liability costs and unwarranted litigation costs, volunteers and nonprofit organizations face higher costs in purchasing insurance, through interstate insurance markets, to cover their activities; and
- (7) clarifying and limiting the liability risk assumed by volunteers is an appropriate subject for Federal legislation because--
  - (A) of the national scope of the problems created by the legitimate fears of volunteers about frivolous, arbitrary, or capricious lawsuits;
  - (B) the citizens of the United States depend on, and the Federal Government expends funds on, and provides tax exemptions and other consideration to, numerous social programs that depend on the services of volunteers;
  - (C) it is in the interest of the Federal Government to encourage the continued operation of volunteer service organizations and contributions of volunteers because the Federal Government lacks the capacity to carry out all of the services provided by such organizations and volunteers; and
  - (D)(i) liability reform for volunteers, will promote the free flow of goods and services, lessen burdens on interstate commerce and uphold constitutionally protected due process rights; and

(ii) therefore, liability reform is an appropriate use of the powers contained in article 1, section 8, clause 3 of the United States Constitution, and the fourteenth amendment to the United States Constitution.

(b) PURPOSE- The purpose of this Act is to promote the interests of social service program beneficiaries and taxpayers and to sustain the availability of programs, nonprofit organizations, and governmental entities that depend on volunteer contributions by reforming the laws to provide certain protections from liability abuses related to volunteers serving nonprofit organizations and governmental entities.

### SEC. 3. PREEMPTION AND ELECTION OF STATE NONAPPLICABILITY.

(a) PREEMPTION-- This Act preempts the laws of any State to the extent that such laws are inconsistent with this Act, except that this Act shall not preempt any State law that provides additional protection from liability relating to volunteers or to any category of volunteers in the performance of services for a nonprofit organization or governmental entity.

(b) ELECTION OF STATE REGARDING NONAPPLICABILITY- This Act shall not apply to any civil action in a State court against a volunteer in which all parties are citizens of the State if such State enacts a statute in accordance with State requirements for enacting legislation--

(1) citing the authority of this subsection;

(2) declaring the election of such State that this Act shall not apply, as of a date certain, to such civil action in the State; and

(3) containing no other provisions.

### SEC. 4. LIMITATION ON LIABILITY FOR VOLUNTEERS.

(a) LIABILITY PROTECTION FOR VOLUNTEERS- Except as provided in subsections (b) and (d), no volunteer of a nonprofit organization or governmental entity shall be liable for harm caused by an act or omission of the volunteer on behalf of the organization or entity if--

(1) the volunteer was acting within the scope of the volunteer's responsibilities in the nonprofit organization or governmental entity at the time of the act or omission;

(2) if appropriate or required, the volunteer was properly licensed, certified, or authorized by the appropriate authorities for the activities or practice in the State in which the harm occurred, where the activities were or practice was undertaken within the scope of the volunteer's responsibilities in the nonprofit organization or governmental entity;

(3) the harm was not caused by willful or criminal misconduct, gross negligence, reckless misconduct, or a conscious, flagrant indifference to the rights or safety of the individual harmed by the volunteer; and

(4) the harm was not caused by the volunteer operating a motor vehicle, vessel, aircraft, or other vehicle for which the State requires the operator or the owner of the vehicle, craft, or vessel to--

(A) possess an operator's license; or

(B) maintain insurance.

(b) CONCERNING RESPONSIBILITY OF VOLUNTEERS TO ORGANIZATIONS AND ENTITIES- Nothing in this section shall be construed to affect any civil action brought by any nonprofit organization or any governmental entity against any volunteer of such organization or entity.

(c) NO EFFECT ON LIABILITY OF ORGANIZATION OR ENTITY- Nothing in this section shall be construed to affect the liability of any nonprofit organization or governmental entity with respect to harm caused to any person.

(d) EXCEPTIONS TO VOLUNTEER LIABILITY PROTECTION- If the laws of a State limit volunteer liability subject to one or more of the following conditions, such conditions shall not be construed as inconsistent with this section:

(1) A State law that requires a nonprofit organization or governmental entity to adhere to risk management procedures, including mandatory training of volunteers.

(2) A State law that makes the organization or entity liable for the acts or omissions of its volunteers to the same extent as an employer is liable for the acts or omissions of its employees.

(3) A State law that makes a limitation of liability inapplicable if the civil action was brought by an officer of a State or local government pursuant to State or local law.

(4) A State law that makes a limitation of liability applicable only if the nonprofit organization or governmental entity provides a financially secure source of recovery for individuals who suffer harm as a result of actions taken by a volunteer on behalf of the organization or entity. A financially secure source of recovery may be an insurance policy within specified limits, comparable coverage from a risk pooling mechanism, equivalent assets, or alternative arrangements that satisfy the State that the organization or entity will be able to pay for losses up to a specified amount. Separate standards for different types of liability exposure may be specified.

(e) LIMITATION ON PUNITIVE DAMAGES BASED ON THE ACTIONS OF VOLUNTEERS-

(1) GENERAL RULE-- Punitive damages may not be awarded against a volunteer in an action brought for harm based on the action of a volunteer acting within the scope of the volunteer's responsibilities to a nonprofit organization or governmental entity unless the claimant establishes by clear and convincing evidence that the harm was proximately caused by an action of such volunteer which constitutes willful or criminal misconduct, or a conscious, flagrant indifference to the rights or safety of the individual harmed.

(2) CONSTRUCTION- Paragraph (1) does not create a cause of action for punitive damages and does not preempt or supersede any Federal or State law to the extent that such law would further limit the award of punitive damages.

(f) EXCEPTIONS TO LIMITATIONS ON LIABILITY--

(1) IN GENERAL- The limitations on the liability of a volunteer under this Act shall not apply to any misconduct that--

(A) constitutes a crime of violence (as that term is defined in section 16 of title 18, United States Code) or act of international terrorism (as that term is defined in section 2331 of title 18) for which the defendant has been convicted in any court;

(B) constitutes a hate crime (as that term is used in the Hate Crime Statistics Act (28 U.S.C. 534 note));

(C) involves a sexual offense, as defined by applicable State law, for which the defendant has been convicted in any court;

(D) involves misconduct for which the defendant has been found to have violated a Federal or State civil rights law; or

(E) where the defendant was under the influence (as determined pursuant to applicable State law) of intoxicating alcohol or any drug at the time of the misconduct.

(2) RULE OF CONSTRUCTION- Nothing in this subsection shall be construed to effect subsection (a)(3) or (e).



## SEC. 5. LIABILITY FOR NONECONOMIC LOSS.

(a) GENERAL RULE- In any civil action against a volunteer, based on an action of a volunteer acting within the scope of the volunteer's responsibilities to a nonprofit organization or governmental entity, the liability of the volunteer for non-economic loss shall be determined in accordance with subsection (b).

### (b) AMOUNT OF LIABILITY-

(1) IN GENERAL- Each defendant who is a volunteer, shall be liable only for the amount of non-economic loss allocated to that defendant in direct proportion to the percentage of responsibility of that defendant (determined in accordance with paragraph (2)) for the harm to the claimant with respect to which that defendant is liable. The court shall render a separate judgment against each defendant in an amount determined pursuant to the preceding sentence.

(2) PERCENTAGE OF RESPONSIBILITY- For purposes of determining the amount of non-economic loss allocated to a defendant who is a volunteer under this section, the trier of fact shall determine the percentage of responsibility of that defendant for the claimant's harm.

## SEC. 6. DEFINITIONS.

For purposes of this Act:

(1) ECONOMIC LOSS- The term `economic loss' means any pecuniary loss resulting from harm (including the loss of earnings or other benefits related to employment, medical expense loss, replacement services loss, loss due to death, burial costs, and loss of business or employment opportunities) to the extent recovery for such loss is allowed under applicable State law.

(2) HARM- The term `harm' includes physical, nonphysical, economic, and non-economic losses.

(3) NON-ECONOMIC LOSSES- The term `non-economic losses' means losses for physical and emotional pain, suffering, inconvenience, physical impairment, mental anguish, disfigurement, loss of enjoyment of life, loss of society and companionship, loss of consortium (other than loss of domestic service), hedonic damages, injury to reputation and all other non-pecuniary losses of any kind or nature.

(4) NONPROFIT ORGANIZATION- The term `nonprofit organization' means--

(A) any organization which is described in section 501(c)(3) of the Internal Revenue Code of 1986 and exempt from tax under section 501(a) of such Code and which does not practice any action which constitutes a hate crime referred to in subsection (b)(1) of the first section of the Hate Crime Statistics Act (28 U.S.C. 534 note); or

(B) any not-for-profit organization which is organized and conducted for public benefit and operated primarily for charitable, civic, educational, religious, welfare, or health purposes and which does not practice any action which constitutes a hate crime referred to in subsection (b)(1) of the first section of the Hate Crime Statistics Act (28 U.S.C. 534 note).

(5) STATE- The term `State' means each of the several States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Northern Mariana Islands, any other territory or possession of the United States, or any political subdivision of any such State, territory, or possession.

(6) VOLUNTEER- The term `volunteer' means an individual performing services for a nonprofit organization or a governmental entity who does not receive--

(A) compensation (other than reasonable reimbursement or allowance for expenses actually incurred); or

(B) any other thing of value in lieu of compensation, in excess of \$500 per year, and such term includes a volunteer serving as a director, officer, trustee, or direct service volunteer.

#### SEC. 7. EFFECTIVE DATE.

(a) IN GENERAL- This Act shall take effect 90 days after the date of enactment of this Act.

(b) APPLICATION- This Act applies to any claim for harm caused by an act or omission of a volunteer where that claim is filed on or after the effective date of this Act but only if the harm that is the subject of the claim or the conduct that caused such harm occurred after such effective date.

## Everson Ranch – Potential Fundraising and Programs

### EVERSON RANCH FUNDRAISING POSSIBILITIES

#### Sources of Funding:

- Earned Income
  - Fees for service
  - Admission fees
  - Sales income
- Foundations
  - Grants
- Corporations
  - Corporate contributions
- Individuals
- Board Members
- Government
  - Grants
- Special Events
  - Income from fundraising events
- Other
  - Interest
  - Investment earnings
  - In-kind
  - Bequest (will-donated land/assets)
  - Employer-matched contributions (put in mailer to remind contributors)

#### Potential Sources of Funding/Research:

- CO Division of Wildlife (contact Ken Morgan, Private Lands Habitat Program Coordinator, Division of Wildlife at 303-291-7404 or e mail [ken.morgan@state.co.us](mailto:ken.morgan@state.co.us))
  - Local contact – Kirk Navo, 0722 S Rd 1E, Monte Vista, CO 81144 ([bats@olt.org](mailto:bats@olt.org))
    - bat benches and signage (kiosks)
  - Private Land Habitat Programs in Colorado – DOW (see booklet)
  - Watchable Wildlife program
    - wetlands, birds, ducks, wildlife food source
- US Fish and Wildlife
  - Rare, threatened or endangered species on the property? (see CO Heritage Program – rare orchid at Valley View)
  - Private land stewardship programs
- Bureau of Land Management
  - Local contact, grazing permit (lease term 03/01/2001 to 02/28/2011) to Ray and Barbara Wheeler (50 head cattle) – Mark Sweeney (719.852.6260)
- Ducks Unlimited

- Other hunting organizations?
- Board of Directors
  - Annual contributions
  - Make list of potential major donors
  - Local/Board-connected corporations or businesses
- Foundation Center online (search CO Springs, southern CO, San Luis Valley, land protection)
- Laura J. Musser Family Foundation
- CO Association of Conservation Districts (Grazing Land Conservation Initiative)
- Group responsible for natural (tree) snow drifts along highway 285?
- El Pomar Foundation
- CO Historical Society
- Land Trust Alliance –Southwest office closed as of July 31, 2003. (OLT is a member)
- GOCO
- The Nature Conservancy (5303 Highway 150, Mosca, CO 81146, (719) 378-2356)
- Trust for Public Land
- CO Cattleman’s Agricultural Land Trust funders
- American Farmland Trust
- Farm Bureau/Farm Services Agency
- NRCS/local Soil Conservation District
  - Get soil survey and any plant/ecosystem surveys
  - EQIP grants – others?
- Cottonwood Peak Ranch Campaign
  - Mailings to membership database in January - OLT is up and running – Donations for the ranch
  - Pull potential major donors out of database
  - Portable Welcome Center display with thermometer-like gauge (include photos and/or painting of ranch)
- Fundraising events
  - Collect donated goods/services – silent auction on web or live auction at annual party?
    - Villa Grove Area Merchants Association
    - Night in a remote haunted cabin
  - Annual party – cover charge
    - Auction, dinner and dance
  - Fireworks – donations
  - Climb the peak event
  - Open house? Tours/educational outreach opportunity

- CO Coalition of Land Trusts – OLT is a member
- CO Fuel and Iron
- CO Open Lands
- Quivira Coalition – Funders? Programs?
- CO Natural Heritage Program
- Wildfire mitigation grants – utilize local youth corps labor
- CANPO – OLT is a member
- Naturist travel agents
- CO Natural Areas Program – Orient Mine is a part (bats)
- Rocky Mountain Elk Foundation funders
- Arkansas Valley Land Trust funders
- Gay and Lesbian Fund (Gill Foundation) (fund Crestone Music Festival, employer of many Valley View members)
- Pheasants Forever
- Quail Unlimited
- Owl Mountain Partnership
- National Wild Turkey Federation
- CO State Forest Service (Alamosa District, Colorado State Forest Service, 128 Santa Fe, Alamosa, CO 81101, 719-587-0915, Fax: 719-589-3676, E-Mail: [csfsal@lamar.colostate.edu](mailto:csfsal@lamar.colostate.edu))
- National Fish and Wildlife Foundation
- CO Conservation Trust
- Wilburforce Foundation
- CO Water Trust
- Tri-River Agricultural Land Protection Project
- RiGHT- Rio Grande Headwaters Land Trust funders
- The Argosy Foundation
- Hill Foundation
- Pikes Peak Community Foundation – No funding in the San Luis Valley

- Gates Family Foundation – interested in funding capital project in CO, with emphasis on historic preservation, mountain trails and parks, experiential education and leadership for young people, and conservation and outdoor recreation.

## **EVERSON RANCH – GOALS AND POTENTIAL USES**

### **□ Provide Educational Opportunities**

- Create a model of sustainability and center for environmental education
  - § Showcase alternative energy, sustainable ranching practices (i.e. fence stock out of wetlands/riparian areas), organic farming techniques, wildlife habitat enhancement, etc.
- Encourage scientific studies of natural resources

### **□ Provide Community Access to Resources**

- Develop a Community Garden – on up to 200 acres
  - § Fence fertile land and provide plots to community members for organic farming
    - provide manure, compost, community tools, piped water for irrigation - the water is 70-80 degrees at the exit of the hydroelectric plant (charge nominal fee)
  - § To be maintained by the community

### **□ Provide Recreational Opportunities**

- Develop trails connecting ranch to Valley View Hot Springs, Orient Mine and public lands
- Utilize residence by OLT visitors and/or staff. Remodel the bunk house (reducing power consumption and need to build more at Valley View Hot Springs)
- Construct a small reservoir just downstream of the hydroelectric facility to serve as scuba diving certification location (many requests have been made) as well as possible aquaculture facility (i.e. Tilapia – method for raising and market for sales exist)

### **□ Maintain Agricultural Heritage**

- Maintain current residence and grazing lease (providing some income for OLT, keeping Valley residents working the land and maintaining buildings on ranch property)
  - § Develop a plan with BLM which improves the use of the existing grazing lease and fencing of allotments.
- Lease land to organic farm

### **□ Protect/Enhance Environmental Qualities – Water, Plants, Animals**

- Enhance wildlife habitat (i.e. creation of wetlands)
- Maintain water rights for in-stream flows and water-dependant ecosystems
  - § Priority water right tributary to the San Luis Creek

§ Black Canyon water right

□ **Preserve Open Space**

- Minimize new development and protect Valley aesthetics
- Preserve historical/cultural attributes of property