

Volunteer Services Agreement for Natural Resources Agencies*for Individuals or Groups**Please print when completing this form (Attach a separate sheet for those data that do not fit in the allowed spaces).*

Site Name/Project Leader Superior Hiking Trail Association/ Jon Benson		Agency 14-VS-11090907001	Reimbursement (if any) None	
Name of Volunteer or Group Leader – Last, First, Middle Coyer, Gayle		Age (If Individual Agreement) <input type="checkbox"/> Under 18 <input type="checkbox"/> 18-25 <input type="checkbox"/> 26-55 <input type="checkbox"/> 56 and Older		
Are you a U.S. Citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Visa Type	Email Address hike@shta.org	Home Phone 218-834-2700	Mobile Phone	
Street Address 731 7th Avenue, P.O. Box 4		City Two Harbors	State MN	Zip 55616

IF VOLUNTEER IS UNDER AGE 18 – Name of Parent or Legal Guardian	Home Phone	Mobile Phone	Email Address	
Street Address	City	State	Zip	

I affirm that I am the parent/guardian of the above named volunteer. I understand that the agency volunteer program does not provide compensation, except as otherwise provided by law; and that the service will not confer on the volunteer the status of a Federal employee. I have read the attached description of the service that the volunteer will perform. I give my permission for _____ to participate in the specified volunteer activity sponsored by _____ at _____
(Name of Sponsoring Organization, if applicable) (Name of Volunteer Duty Station)

From _____ to _____
(Date) (Date) (Parent/Guardian Signature) (Date)

Emergency Contact Name	Home Phone	Mobile Phone	Email Address	
Street Address	City	State	Zip	

GOVERNMENT OFFICIAL COMPLETES THIS SECTION

Description of service to be performed. *Include details such as time and schedule commitment, use of personal equipment, government vehicle, skills required (note certifications if necessary), level of physical activity required, etc. Attach the complete job description and job hazard analysis to this form. If this is a group agreement, the leader is to provide the group name, a complete list of group participants to be attached to this form, and parental approval (above) completed for each volunteer under the age of 18.*

Maintenance of the Superior Hiking Trail and associated structures as detailed in attached Appendix E. Maintenance activities include but are not limited to: removal of windfalls, nipping and removal of brush and woody stem vegetation that encroaches the trail tread, assisting the Forest Service in the identification of maintenance needs for the trail, and providing input to the Forest Service with regard to the development of campsites or trail improvements.

Government Vehicle required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Valid State Driver's License <input type="checkbox"/> International Driver's License
Personal Vehicle to be used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Please verify that the volunteer is in possession of one of these documents. DO NOT keep a copy of the document for his/her file.

I understand that I will not receive any compensation for the above service and that volunteers are NOT considered Federal employees for any purpose other than tort claims and injury compensation. I understand that volunteer service is not creditable for leave accrual or any other employee benefits. I also understand that either the government or I may cancel this agreement at any time by notifying the other party.

I understand that my volunteer position may require a reference check, background investigation, and/or a criminal history inquiry in order for me to perform my duties.

I understand that all publications, films, slides, videos, artistic or similar endeavors, resulting from my volunteer services as specifically stated in the attached job description, will become the property of the United States, and as such, will be in the public domain and not subject to copyright laws.

I understand the health and physical condition requirements for doing the work as described in the job description and at the project location, and certify that the statement I have checked below is true:

- I know of no medical condition or physical limitation that may adversely affect my ability to provide this service.
- I do know of a medical condition or physical limitation that may adversely affect my ability to provide this service and have explained it to _____.

(Name of Agency Official)

I do hereby volunteer my services as described above, to assist in agency-authorized work. I agree to follow all applicable safety guidelines.

Angie Lopez, SMTA Executive Director
(Signature of Volunteer)

7-8-2014
(Date)

The above named agency agrees, while this arrangement is in effect, to provide such materials, equipment, and facilities that are available and needed to perform the service described above, and to consider you as a Federal employee only for the purposes of tort claims and injury compensation to the extent not covered by your volunteer group, if any.

Brenda Walker
(Signature of Government Representative)

4-28-14
(Date)

Termination of Agreement

Volunteer requests formal evaluation Yes No Evaluation Completed _____
(Date)

Agreement terminated on _____
(Date) (Signature of Government Representative)

Public Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0080. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA and USDI are equal opportunity providers and employers.

Privacy Act Statement

Collection and use is covered by Privacy Act System of Records OPM/GOVT-1 and USDA/OP-1, and is consistent with the provisions of 5 USC 552a (Privacy Act of 1974), which authorizes acceptance of the information requested on this form. The data will be used to maintain official records of volunteers of the USDA and USDI for the purposes of tort claims and injury compensation. Furnishing this data is voluntary, however if this form is incomplete, enrollment in the program cannot proceed.

Appendix E
Attachment to Volunteer Services Agreement for Natural Resources
Agencies- Optional Form 301a

Agreement Number 14-VS-11090907001

I. The Trail Partner agrees to:

1. Maintain the Superior Hiking Trail system in the Superior National Forest. The Trail Partner will organize members and volunteers to remove fallen trees, clear brush, maintain/repair trail tread, and replace/repair structures. Maintenance must meet standards in Attachment B. Prior to performing any maintenance or volunteer services, the Trail Partner will provide a list of names of who will be performing maintenance. All volunteers will self-certify that they are physically able to perform any trail maintenance activities and that they have read and agree to comply with the appropriate Job Hazard Analyses. Volunteer work under this agreement only applies to work performed on federally owned land.

2. Propose relocation/upgrading of existing trails, or location and design of additional trails as deemed necessary and once approved by the Forest Service, construct the trails.

3. Prepare an annual work plan covering actual trail location of construction or upgrading by May 1. If there are multiple projects over a couple years, a three-year trail plan will be prepared. Routine maintenance (described in item #1) does not need to be listed as long as no heavy equipment is used. Written approval from the District Ranger is required before work can begin.

4. Work performed under this agreement by the Trail Partner will be under the immediate supervision of the Trail Partner. The Forest Service must certify any volunteer worker using a chainsaw or crosscut on National Forest land. The Trail Partner will ensure only certified sawyers use chainsaws and all workers are trained, follow proper safety procedures, and use necessary personal protective equipment.

Sawyers who work on federal lands for the Trail Partner, who are not considered as volunteers (paid employees or contracted workers) must be covered by Worker's Compensation or liability insurance. The Trail Partner must provide written documentation of such coverage for their non-volunteer sawyers.

5. Develop and adhere to a check in-check out plan that includes methods to provide for documenting volunteer itineraries, tracking of volunteers to ensure they safely return from trips, and allow for communication with rescuers in case of emergency. The Trail Partner will submit the plan to the Forest Service for approval. If requested and agreed to, volunteers operating under this agreement will carry a Forest Service issued radio or SPOT Device (Satellite tracking) when performing trail maintenance activities to provide for communication if needed in case of emergency. If SPOT Devices are used, the Trail Partner will provide a list of any emergency contacts and the email addresses of those contacts. These contacts will be input into the SPOT Device prior to each trip to be notified in case of emergency.

6. Work in groups of more than 1 person at all times to allow for someone in the group to seek help in case of injury or emergency.

7. Notify in writing the Forest Service prior to submitting any grant or funding request to any agency or funding source for projects on National Forest System land. In addition to new construction projects, this would include upgrading, widening or rerouting but not routine grooming or maintenance such as brushing. The notification can be a copy of the grant application.

II. Forest Service agrees to:

1. Provide hand tools and safety equipment as needed and requested by the Trail Partner.
2. Provide technical guidance, advice and inspection, as it considers necessary for the proper conduct of the project work. This will include providing chainsaw certification training and training for crew leaders or members on safety, trail maintenance techniques or trail layout and design as requested by the Trail Partner.
3. Review and decide on proposed locations that are in conformance with Forest Service design standards, on locations that do not conflict with other forest management activities and that meet desired trail management goals. Review trail information developed for the public.
4. Accept the obligation of relocating and constructing new sections of trail in the event relocation of existing trail is deemed necessary for National Forest administration. Proposed relocations will be submitted to the Trail Partner prior to construction.
5. Ensure the aesthetic characteristics of the trail are considered prior to initiating other National Forest activities around the trail. The Forest Service will notify the club of any activities that will affect the trail.
6. As needed, provide training for volunteers in the use of Forest Service radios and SPOT Devices as well as providing Job Hazard Analysis forms prior to volunteer trips. The Forest Service will also input emergency contact information into the SPOT Device system as provided by the Trail Partner.

III. It is mutually agreed and understood between said parties that:

1. Portions of the Superior Hiking Trail located on National Forest System land are part of the Superior National Forest Trail System and will be managed in accordance with standards and guidelines of the Superior National Forest Land Management Plan.
2. Improvements placed on National Forest land at the direction of either party, shall thereupon become the property of the United States, and shall be subject to the same regulations and administration of the Forest Service as all other Forest Service improvements of a similar nature.
3. This agreement covers only trails on National Forest System land; the Trail Partner will secure easements or agreements for sections of trail on non-federal land or water.
4. The trails and improvements will be open to the public at no charge.

5. The Trail Partner shall independently determine the amount of funds it will expend to construct and maintain the trails. The Forest Service will also independently determine the amount of federal funds to be expended. Nothing in this agreement shall be construed as obligating the Forest Service, or involving the United States, in any obligation for future payment of money in excess of appropriations authorized by law.

6. Either party may terminate the agreement by providing 60 days written notice. Unless terminated by written notice, this agreement will remain in full force and effect from January 1, 2014 to December 31, 2016.

7. This agreement may be revised as necessary by mutual consent of both parties.

The parties hereto have executed this agreement as of the last date written below.

Gayle Coyer

GAYLE COYER
EXECUTIVE DIRECTOR
SUPERIOR HIKINGTRAIL ASSOCIATION

4-8-2014

DATE

Byron Stadvold

BYRON STADSVOLD
PRESIDENT
SUPERIOR HIKING TRAIL ASSOCIATION

4-10-2014

DATE

Brenda Halter

BRENDA HALTER
FOREST SUPERVISOR
USDA FOREST SERVICE
SUPERIOR NATIONAL FOREST

4-28-14

DATE