

VOLUNTEER SERVICE AGREEMENT—NATURAL & CULTURAL RESOURCES

1. <input type="checkbox"/> INDIVIDUAL		2. <input checked="" type="checkbox"/> GROUP	
3. NAME OF AGENCY USDA Forest Service		4. AGREEMENT #17-VS-11090921001	
5. NAME OF VOLUNTEER (Last, First)		6. U.S. CITIZEN OR PERMANENT RESIDENT <input type="checkbox"/> Yes <input type="checkbox"/> No, list visa type _____	
7. NAME OF GROUP Superior Hiking Trail Association		8. NAME OF GROUP CONTACT (Last, First) Coyer, Gayle	
9. STREET ADDRESS PO Box 4, 731 7 th Avenue		10. CITY, STATE, ZIP CODE Two Harbors, MN 55616	
11. EMAIL ADDRESS hike@shta.org		12. PHONE Home: (218) 834-2700 Mobile:	
13. AGE <input type="checkbox"/> Under 15 <input type="checkbox"/> 15 - 18 <input type="checkbox"/> 19 - 25 <input type="checkbox"/> 26 - 35 <input type="checkbox"/> 36 - 54 <input type="checkbox"/> 55 and Older			
14. ETHNICITY & RACE (Optional): Please report both ethnicity and race and tell us if you are a veteran or have a disability. Multiracial respondents may select two or more races. This information will inform our understanding of diversity and inclusion among the volunteer force in the natural and cultural resource areas.			
14a. Ethnicity (Select one): <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino		14b. Race (Select one or more, regardless of ethnicity): <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> White <input type="checkbox"/> Native Hawaiian or Other Pacific Islander	
		14c. Are you a Veteran? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		14d. Do you have disability? <input type="checkbox"/> Yes <input type="checkbox"/> No	
EMERGENCY CONTACT INFORMATION			
15. NAME (Last, First)		16. PHONE Home: Mobile:	
		17. EMAIL ADDRESS	
18. STREET ADDRESS		19. CITY, STATE, ZIP CODE	
GOVERNMENT OFFICIAL COMPLETES THIS SECTION			
20. AGENCY CONTACT NAME (Last, First) Benson, Jon		21. AGENCY CONTACT EMAIL & PHONE jabenson@fs.fed.us , (218)663-8085	
22. REIMBURSEMENTS APPROVED: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Type and Rate of Reimbursement:		23. VOLUNTEER POSITION/GROUP PROJECT TITLE: Trail Maintenance	
24. Description of service to be performed. Provide a brief abstract of volunteer or service activity and the location of the volunteer activity, and attach description of service to be performed. Service description should include details such as time and schedule commitment, use of government vehicle, use of personal equipment and/or vehicle, skills required (note certifications if necessary), level of physical activity required, etc. If this is a group agreement, the leader is to provide the group name and attach a complete list of group participants or optional form 301b for each volunteer.			
VOLUNTEER/SERVICE ACTIVITY ABSTRACT			
<p>Volunteers working under this agreement will assist the Forest Service with trail maintenance on the Superior Hiking Trail and associated structures as detailed in attached Appendix E. This work will include, but is not limited to: brushing, clearing, tread work, trailhead improvements, and signing of the trail. This work requires strenuous physical exertion including walking outdoors for long distances over uneven terrain in all weather conditions, exposure to abundant insects, lifting and carrying heavy objects, using assorted hand or motorized tools, and repeated bending over as well as other strenuous activities. Volunteers working under this agreement will self-certify on the attached form that they know of no medical condition or physical limitation that may adversely affect their ability to complete this work. All volunteers will wear appropriate personal protective equipment as identified in the attached Job Hazard Analysis and will follow all check-in/check-out procedures described in the attached Appendix E. This agreement includes volunteer activities conducted while working trails and does not cover travel to or from the worksite.</p>			
25. Check all that apply: <input checked="" type="checkbox"/> Description of service attached <input checked="" type="checkbox"/> List of group participants/optional form 301b attached <input checked="" type="checkbox"/> Job Hazard Analysis <input type="checkbox"/> Valid Driver's License Verified (if required)			

PARENTAL CONSENT FOR VOLUNTEER UNDER AGE 18

26. PARENT OR LEGAL GUARDIAN (First, Last)	27. PHONE Home: Mobile:	28. EMAIL ADDRESS
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29. STREET ADDRESS	30. CITY, STATE, ZIP CODE
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31. 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.
(NAME OF YOUTH)

32. Parent/Guardian Signature	Date
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VOLUNTEER & GROUP LEADER AFFIRMATION

33. 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 statements I have checked below are true:

I or group leader know of no medical condition or physical limitation that may adversely affect my or members of the group ability to provide this service. If a group see attached OF301b.

I or a member of the group have a medical condition or physical limitation that may adversely affect my ability to provide this service and have informed the Government Representative. If a member of a group see attached OF301b.

I or group member do not consent to being photographed or to the release of my photographic image. If a member of a group see attached OF301b.

I do hereby volunteer my services as described above, to assist in authorized activities at _____ and I agree to follow all applicable safety guidelines. See attached OF301b attached if a member of a group. (NAME OF FEDERAL AGENCY)

34. Signature of Volunteer or Group Leader <i>Gayle Coyne</i>	Date <i>12-29-16</i>
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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, liability and injury compensation to the extent not covered by your volunteer group, if any.

35. Signature of Government Representative <i>Constance Cummins</i>	Date <i>1/31/17</i>
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TERMINATION OF AGREEMENT

36. Agreement Terminated Date:	Total Hours Completed:
37. 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. USDA, DOI, DOC and DOD prohibit discrimination in all programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. Not all prohibited bases apply to all programs.

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 17-VS-11090921001

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.

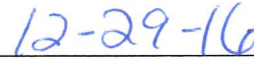
6. Either party may terminate the agreement by providing 60 days written notice. Unless terminated by written notice, this agreement will remain in full force and effect from January 1, 2017 to December 31, 2019.

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

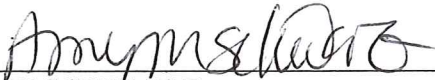
The parties hereto have executed this agreement as of the last date written below.



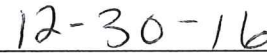
GAYLE COYER
EXECUTIVE DIRECTOR
SUPERIOR HIKINGTRAIL ASSOCIATION



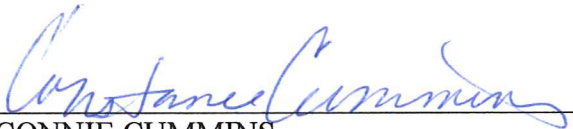
DATE



AMY SCHWARZ
PRESIDENT
SUPERIOR HIKING TRAIL ASSOCIATION



DATE



CONNIE CUMMINS
FOREST SUPERVISOR
USDA FOREST SERVICE
SUPERIOR NATIONAL FOREST



DATE

**Volunteer Agreement, Attachment B
Construction and Maintenance Standards**

TRAIL STANDARDS

Mgt. Area	5.2B Semi-Primitive Non-Motorized
Maintenance Level Trail	2
Use Level	Medium
General Description	Portages are on main travel routes in “paddle-only” areas, and in non-motorized areas where portage wheels are permitted. Day and long distance hiking trails are present. Users seek moderate to low challenge.
Maintenance Frequency	Once per year minimum.
Tread- Hiking Trail	No greater than 1 ½ Ft.
Clearing Width - Trail	4 – 6 Ft.
Grading	Minor lift/fill in wet spots.
Structures	Only as necessary for safety and resource protection.
Drainage	Cross ditch, open culverts, and waterbars to protect resource.

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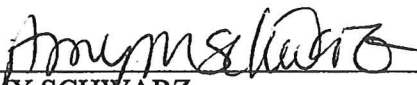
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GAYLE COYER
EXECUTIVE DIRECTOR
SUPERIOR HIKINGTRAIL ASSOCIATION

12-29-16


DATE



AMY SCHWARZ
PRESIDENT
SUPERIOR HIKING TRAIL ASSOCIATION

12-30-16

DATE



CONNIE CUMMINS
FOREST SUPERVISOR
USDA FOREST SERVICE
SUPERIOR NATIONAL FOREST

2/15/17

DATE

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