

Benton MacKaye Trail Association, (BMTA)

Cherokee National Forest, South Zone

Agreement Attachment

2026-2031-GVA-11080403-0001

Agreement Parameters: This volunteer agreement is in partnership with the South Zone of the Cherokee National Forest which encompasses both the Ocoee and Tellico Ranger Districts. The intent of this group volunteer agreement is to streamline administrative processes, enhance partner and agency role clarity, establish mutual understanding around volunteer safety, and to promote seamless and consistent management of the Benton MacKaye Trail and related recreation opportunities in the South Zone of the Cherokee National Forest. This agreement eliminates the need to enter into Individual Volunteer agreements with each person participating in service on behalf of the USDA Forest Service (Forest Service) and the Benton MacKaye Trail Association (BMTA). The Forest Service and BMTA together are responsible for the success of this agreement. Both organizations are responsible for providing oversight, coordination, and supervision as mutually determined necessary for a given project.

BMTA will provide volunteer coordination for a wide variety of projects on the districts, including, but not limited to, trail work, general recreation site maintenance (trash, signs, etc.), non-native invasive species removal, and plant and wildlife monitoring.

Work Planning: BMTA will meet (at a minimum) annually with the appropriate Forest Service personnel, with an emphasis on District level coordination, to plan tasks related to this agreement. A workplan for each District will be developed and approved by both BMTA and the Forest Service at the annual meeting(s), and will include identification of the supplies, materials, equipment, and facilities necessary to accomplish the approved work and a strategy for obtaining necessary items. The workplan will identify specific projects, the names and locations of the trails to be maintained, improved, constructed, or relocated and the official agency Trail Management Objectives (TMOs) for those trails. It will also define the corridor in which trail work will take place. Further, the workplan will address the manner in which BMTA and the Ranger District will work together to manage the service of volunteers and the work of agency employees in a consistent, safe, and productive manner in accordance with the provisions of this agreement. The various laws and regulations (National Environmental Policy Act, Historic Preservation Act, Endangered Species Act etc.) associated with the workplan will be discussed, and both partners will realistically discuss the lead time needed to ensure compliance. Any special requirements such as protections for areas included in federally designated Wilderness areas or culturally significant resources will be discussed at this time as well.

To the extent practicable, the workplan will partition the BMT into logical management sections that align the BMTA Section Leader model with TMOs and that reflect known management constraints and/or access complexities. The purpose of the segmentation is to:

- Enable partners to specifically address visitor safety, maintenance, sign standards, etc.... that consider the unique attributes of a given section;
- Facilitate alignment of agency and other partner organization resources to support the needs of a given section;
- Enable the BMTA and Forest Service to analyze specific volunteer safety considerations that should be considered for a given section. For example, if a section requires only simple maintenance activities that are of minimum injury risk, there is easy access, good cell phone coverage, and high visitation, this section may be suitable for solo volunteer service activities. A section that requires technically difficult maintenance has poor access, little to no cell coverage, and low visitation may be more suiting to volunteer service activities performed by a minimum of two people at a time.

The mutual development of workplans is essential to the success of this agreement. Agreed upon, workplans will negate the need for trip-by-trip, project-by-project, or initiative-by-initiative specific coordination between the BMTA and Forest Service as the workplans themselves will serve as documentation of advanced agreement on service projects and volunteer management strategy (e.g., solo or crew-based service trips). BMTA and the Forest Service agree to make workplan development a high priority upon signature of this agreement. While the workplans are being developed, BMTA and the Forest Service will proactively work together in advance of service trips to schedule and manage volunteers on an effective and efficient scale. All activities contained within the description of volunteer services in this agreement are considered service trips.

Definition of a Volunteer: The Forest Service is authorized by Congress to engage volunteers in the accomplishment of the Forest Service mission by the Volunteers in the National Forests Act of 1972. Volunteers are defined as people who donate their time freely and willingly towards the accomplishment of Forest Service goals and objectives. Volunteers are treated as federal employees for purposes (and only for purposes) of worker's compensation and tort liability.

Description of Volunteer Services:

Perform Trail Maintenance- help design, build, maintain, and relocate trails and trailhead structures, in accordance with FSH 2309.18 Trails Management Handbook. Trail work will include basic tread maintenance such as removing slough and berm, re-establishing out slope for improved drainage, reshaping, resetting, or cleaning water bars and grade dips, brushing and clearing, tree blow-down removal, debris removal, rock removal, drainage system cleaning, blaze maintenance, and trail tread reconstruction. Trail sign installation and maintenance is also a part of the scope of work under this agreement in compliance with the Forest Service Sign and Poster Guidelines. Trail sign inventory work and placement may be performed. Tread work in wet areas may include refilling and reshaping turnpikes, repairing or replacing rotted or damaged

puncheon. Trail bridge repair will be approved on a case-by-case basis. Trail clearing will also include the use of chainsaws or crosscut saws. Specialized bucking techniques will be used to ensure safety and efficiency while using chainsaws or crosscut saws. Corridor clearing will include pruning or removing small trees and brush within the trail corridor and may include the use of weed eaters, hedge trimmers, and occasionally heavy equipment such as skid steer/mini skid steer, tractor, bush hog, or mini excavator by certified operators. Heavy equipment use will be approved by and scheduled with a Forest Service Official in advance. No work will be performed outside the trail corridor without permission from the U.S. Forest Service. This includes, but is not limited to, rerouting the existing trail, realignment of existing trail and moving trail onto user created trail instead of the designated trail.

For trail work, the trail corridor will include and will be defined as the names and locations of the trails to be maintained, improved, constructed, or relocated, and the official agency Trail Management Objectives (TMOs) for those trails as defined by the Trail Design Parameters. No maintenance will occur on non-system routes such as user-created trails or decommissioned roads unless agreed upon by the U.S. Forest Service and BMTA.

All trail maintenance and construction activities must meet FSH 6709.11 Health and Safety Code Handbook requirements (Appendix E). Appropriate Personal Protection Equipment (PPE) as addressed in the chainsaw and crosscut saw, trail maintenance, and trail machine Job Hazard Analyses (JHAs) will be used while performing trail work. Ranger Districts may provide tools and PPE to trail volunteers based on availability of supply. Crew leaders will conduct, document, and report a tailgate safety session prior to engaging in work. Crew leaders must submit the trail work report form after each work event. The following Job Hazard Analyses (JHAs) apply to this agreement:

- Field Work
- Trail Work
- Chainsaw Operations
- Crosscut Saw Operations
- Tailgate Safety Sign-In Sheet

BMTA will be familiar with these JHAs and will brief volunteers on the pertinent safety information from them for any given event during a tailgate safety session. Volunteers will signify their awareness of hazards and mitigation measures by signing the Trail Work Report Form provided.

Recruit, Train, and Manage Volunteers: BMTA will seek to create a safe, positive, fun, and compelling image of the BMTA/U.S. Forest Service volunteer program throughout the community. Whenever possible, BMTA will encourage involvement from community members in the management of their public lands either through this agreement or through other volunteer

avenues offered by U.S. Forest Service. BMTA will establish procedures to train and manage volunteers engaging via this agreement such that they can serve safely, be productive, and have a great experience.

Volunteers Under Age 18: Minors must be signed up using the OF-301a form with parental or guardian consent in advance of volunteer activities. Activities involving minors must include either parental/guardian supervision or reliable partner organizations that have liability insurance and proven records as outreach leaders. BMTA is responsible for ensuring, to the fullest extent possible, that activities involving minors reflect the existing best practices for protection of minors, including training and background checks of outreach leaders. Organizations like the Boy Scouts of America may be looked to for examples of best practices for child protection for outdoor activities involving minors. Supervision is key to maintaining the safety of volunteers under age 18. USFS recommends an adult-to-child ratio of one to four. All adult leaders must understand the project purpose, plan, tasks, and the risk. Adult leaders must be able to identify and mitigate safety hazards and maintain control over the group. Minors are not permitted to use mechanized equipment.

Planning, Community Engagement, Outreach, & Education: BMTA will work in partnership with the Cherokee National Forest to support planning, public meetings, and public engagement to help represent and further the mission of the Agency.

Volunteer Program Administration and Annual Reporting: BMTA will assist the Forest Service with the annual reporting of volunteer program accomplishments by providing each Ranger District with the total number of individuals and volunteer hours contributed via this Sponsored Volunteer Agreement per District. BMTA must use the U.S. Forest Service reporting procedure and format to submit the required information by mid-October annually (exact deadlines will be sent out in September annually). BMTA will be familiar with the demographic data required by the Forest Service Volunteer & Service Reporting Database and will assist the Forest Service in reporting this data.

Certifications: The use of a chainsaw, crosscut saw, and trail maintenance machines including skid steer/mini skid steer, tractor, bush hog, or mini excavator require certification prior to use on National Forest System lands. The Forest Service or Crew Leader must ensure individuals have appropriate training prior to use of this equipment. The use of a chainsaw or a crosscut saw requires CPR and First Aid certification. Volunteers must maintain CPR and First Aid Certification to be a crew leader. Volunteers operating chainsaws or cross-cut saws must possess a valid National Sawyer Certification Card issued by the U.S. Forest Service that demonstrates

successful completion of training and field evaluation. CPR/first aid cards are valid for two years and National Sawyer Certification Cards are valid for three years.

Each volunteer is responsible for maintaining their certifications and show proof when requested. Volunteer training(s) will be offered within the Forest Service to certify/recertify volunteers. BMTA must notify Forest Service personnel when re-certification is needed for expired certifications. BMTA must also keep a current list of each volunteer's CPR/First Aid, Chainsaw, and Crosscut certifications, etc. The need for BMTA to maintain this list will be superseded by the availability of the announced National Sawyer Database. By signing below, the District Rangers affected by this agreement agree that certifications issued amongst the participating units will be deemed valid and acceptable on the others.

Communications:

Check-In & Check-Out Procedures- BMTA will develop their own check-in & check-out procedures that do not rely on the availability of Forest Service staff. The intent of the procedures is to provide a safety net and response protocol should volunteers encounter a situation that prevents them from returning at the expected time. BMTA will make district personnel aware of their procedures so that both organizations can work together to keep volunteers safe. If BMTA chooses not to develop their own Check-In & Check-Out Policy, then the default will be that of the Forest or District Communication Plan for the unit where work is being performed (Each District will have a Communication Plan).

- BMTA will develop and adhere to check-in/check-out procedures for their organization. At a minimum, volunteers serving under this agreement will inform someone of their itinerary – where they will be, when they are going, and when they are expected to return – so that if they are injured and unable to return on time a responsible person will be aware and able to react accordingly.

Cell Phones- BMTA will encourage its volunteers to bring and use their personal cell phones for communication during volunteer activities where cell coverage allows. Reimbursement is not available for minutes used during volunteer activities and the Forest Service will not take responsibility for cell phones damaged during volunteer service. BMTA and the Districts will work together to have adequate communication for volunteers serving in the field. Cellphone coverage is not reliable on the Cherokee National Forest, but in some areas, volunteers should be able to use their personal cell phones for emergency communication. In cases where volunteer service is planned in areas where cell phone coverage is inadequate, districts can provide Forest Service radios to BMTA crew leaders for their temporary use if adequate notice is given.

Forest Service Radios- BMTA may borrow Forest Service radios for workdays when volunteers' private cell phones are not adequate due to poor service coverage. BMTA and its volunteers may

choose to purchase their own compatible radios. Forest Service radios and radio frequencies may only be used by BMTA for emergency purposes and/or essential communication with Forest Service personnel for business purposes. BMTA is responsible for developing its own procedures for EMS and other direct person-to-person radio communications.

SEND/SPOT Unit Device - The Forest Service may loan BMTA a SPOT Device for workdays in addition to or in place of a Forest Service radio. The use of the SPOT Device would be for check-in and emergency purposes only.

Emergency Plan: BMTA is responsible for developing an emergency plan that works for their organization and is well understood and easy to use by volunteers in case of an emergency or adhere to the Ocoee Ranger District check-in/check-out procedures for their organization. If medical treatment is needed, volunteers should contact 911 or local EMS and use any training they have to the best of their knowledge. District personnel should be notified of any injury as soon as feasible possible. It is recommended that volunteers serving under this agreement will inform someone of their itinerary – where they will be, when they are going, and when they are expected to return – so that if they are injured and unable to return on time a responsible person will be aware and able to react accordingly.

Special Provisions:

1. In accordance with U.S. Forest Service policy and the authorities contained within the Volunteers in the National Forests Act of 1972 (VIF), volunteers contributing under this agreement will be considered federal employees for purposes (and only for purposes) of workers' compensation and tort to the extent not covered by the sponsor. This applies to volunteers who are officially signed up under a completed Volunteer Service Agreement, which entitles them to the same protections and considerations that regular government employees receive in the case of work-related injuries or tort issues, provided that they are working within their Description of Volunteer Services. BMTA will not provide worker's compensation.
2. Privately Owned Equipment, Hand Tools: The Forest Service recognizes that volunteers may prefer to use their own hand tools in support of this agreement. Private personal equipment may be used for this purpose. The U.S. Forest Service does not assume liability or responsibility for any repair, maintenance, or operational wear and tear to privately owned equipment used in support of trail projects unless otherwise approved and documented in advance by a Forest Service District Ranger or Forest Supervisor. Any privately owned equipment must comply with FSH 6709.11 Health and Safety Code Handbook requirements and this agreement's JHAs. BMTA should ensure that volunteer-owned tools and equipment are fully operational and contain appropriate working parts

(i.e. safety guards, covers etc.) before allowing use on the forest. Examples of privately owned equipment include but are not limited to the following:

- a. Trail hand tools, such as single bit axe, double-bit axe, Pulaski, adze, loppers, swing blade, weed whip, machete, Sandvik, brush saw, pole saw, fire rake, shovel, pick mattock, rock bar, single-jack hammer, double-jack hammer, sledgehammer, log carrier, drawknife, ratchet winch, and grip hoist.
- b. Power tools such as (including but not limited to) powered weed whackers, pole saws, drills, pionjar and chainsaws.
- c. Trail machines such as the Toro Dingo or Ditch Witch. Trail machine use shall be approved by the managing Ranger District prior to trail work.
- d. Any personally used stock animals will be kept in good working condition, and the Forest Service will not be liable for any injury arising from the use of stock animals on projects.
- e. BMTA will be responsible for informing its members who choose to bring their own equipment of this provision.

3. **Privately Owned Equipment, Power Tools and Trail Machines:** The Forest Service recognizes that volunteers may wish to use their own privately owned power tools and trail machines in support of this agreement. Use of such equipment is restricted, and their use must be approved in advance. Individuals seeking to use power tools and trail machines must be properly trained and certified to the standard laid out by District Ranger(s) and relevant safety representatives of the Forest Service. The U.S. Forest Service does not assume liability or responsibility for any repair, maintenance, or operational wear and tear to privately owned equipment used in support of trail projects unless otherwise approved and documented in advance by a Forest Service District Ranger or Forest Supervisor. Fuel and bar oil for chainsaws or weed eaters may be provided by the district if scheduled in advance. Any privately owned equipment must comply with FSH 6709.11 Health and Safety Code Handbook requirements and this agreement's JHAs. Volunteers are expected to perform a general inspection of their own equipment prior to use, as outlined in the respective JHAs. Volunteer-owned motorized equipment must be fully operational and contain appropriate working parts (i.e. safety guards, covers etc.) Proper PPE should be worn while using specialized equipment. BMTA is responsible for ensuring these requirements are met. **NO WORK SHALL BE DONE WITH POWER TOOLS OR TRAIL MACHINES UNTIL ALL OF THIS AGREEMENT'S PROVISIONS REGARDING THEIR USE HAVE BEEN MET.**

- a. Examples of privately owned equipment include but are not limited to the following:

- i. *Power tools, such as powered weed/brush trimmers, pole saws, drills, Pionjar, and chainsaws. (Power equipment other than chainsaws and weed and brush trimmers will need to be approved by the managing Ranger District or Forest Supervisor prior to trail work.)*
4. BMTA agrees to keep an up-to-date and accurate list of all volunteers contributing under this agreement, and to provide that list to U.S. Forest Service managers annually. Sign-in sheets will serve as a list of covered members. BMTA must use the Trail Work Report Form to sign up members under the agreement. Anyone participating in a workday will be covered under this agreement. Sign-in sheets should be done in accordance with safety/JHA review. Official representatives of BMTA will be allowed to recruit, train within reasonable guidelines, sign-up, and coordinate volunteers on behalf of BMTA and the Forest Service.
5. BMTA will make the following information available to its members and will inform members of the information's availability: (1) Forest Service Health and Safety Code Handbook; (2) Job Hazard Analyses related to the Description of Services contained within this agreement; (3) Trail Work Report Form; (4) safety tailgate session instructions; and (5) procedures and forms associated with volunteer injury response requirements. BMTA and the Forest Service will work together to comply with the Forest Service Health and Safety Code Handbook and will treat volunteers no differently than Forest Service employees with respect to safety requirements. Links:
 - a. Forest Service Health and Safety Code Handbook
 - i. https://www.fs.usda.gov/cgi-bin/Directives/get_dirs/fsh?6709.11
 - b. In case of injury, contact ASC-HRM Workers' Compensation Customer Service: (877)-372-7248 Website: <http://www.dol.gov/owcp/dfec/fec-faq.htm>. Go to the website above and click on the forms tab on the left side of the page to access forms.
 - c. The following information is critical when completing the CA-1, CA-2, CA-16:
 - i. Legal Name of Volunteer, including middle initial (no nicknames)
 - ii. Volunteer's Title and Duty Station
 - iii. Date of Injury
 - iv. Nature of Injury, including body parts involved
 - v. Name, address, phone and fax for Medical Facility Volunteer is transported to.
6. BMTA will inform volunteers of the health and physical condition requirements of the service project for which they are being recruited and will provide volunteers with an opportunity to disclose any medical conditions that may affect their ability to serve.

7. If at any time either the Forest Service or BMTA identifies a condition that may lead to a volunteer being a danger to him/herself or others on a given project, an alternate service project will be identified and the volunteer will be redirected by either the Forest Service or BMTA, depending on who can alleviate the safety concern the fastest.
8. Commuting time – travel from the volunteer's home to the project site parking area – is not covered by this agreement. The project site parking area is defined as the on-Forest rendezvous point for volunteers where vehicle travel ends and hiking/riding begins, most typically a trailhead, ranger station, or similarly recognizable meeting point. Hiking/Riding from the parking area to the specific project site where work will take place is covered by this agreement.
9. The Forest Service and BMTA recognize that users may occasionally perform the beneficial services such as trash collection, unplanned phenology monitoring, or other tasks included in the description of services above while recreating on the trail. These users will only be considered volunteers if the primary intent of their use is/was volunteer service and they have coordinated their service with BMTA such that BMTA has the opportunity to provide oversight for the service activity and to coordinate the activity with the Forest Service.
10. This volunteer agreement will be in effect on the date signed by the Line Officers (District Rangers or Forest Supervisor) and will remain in effect for five years from that date. The agreement will be reviewed annually by the Forest Service and BMTA, and any subsequent amendments or modifications will be by mutual consent of both partners.
11. Under the Federal Lands Recreation Enhancement Act, authorized in December 2004, the Forest Service can award an Interagency Volunteer Pass to any individual who donates 250 hours or more of voluntary service. The pass is valid for 12 months from its date of issuance and gives access to recreation opportunities on public lands managed by all of the agencies above. To obtain this interagency recreation pass for a volunteer, forward the appropriate documentation to the unit recreation fee coordinator, who issues the pass. For more information, please visit the Forest Service Interagency Volunteer Pass website: <https://fsweb.wo.fs.fed.us/rhwr/vsp/Recognition.shtml#section2>

Volunteering Session Required Forms

- The following section outlines the required forms which must be used to complete volunteer activities laid out under this agreement. These forms should be used to record that each volunteer understands and agrees to the parameters of this agreement and its associated JHAs.
- The first document is the OF-301b Form group sign-up sheet. This form is required to sign up each volunteer who will be covered under the main OF301a agreement. A pdf

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version of this form will be provided to BMTA for all participants to sign. The OF301b only needs to be signed once by each volunteer and renewed annually. The signing of this form constitutes agreement to the parameters of the OF-301a agreement. At a minimum, all pages of this agreement from this point until the end of the agreement document (OF-301b, Trail Work Report Form, all JHAs, FSH 6709.11 – Health and Safety Code Handbook, Chapter 40 – Equipment and Machinery) must be provided for the review of each volunteer.

- The second document is a copy of the Trail Work Report form. This document should be used at the beginning of each work session to identify potential hazards of the work environment, to review the safety provisions outlined in this agreement, and to ensure that all volunteers are able to perform planned work safely. This form must be completed by the work leader and signed by all volunteers (including the work leader) at each volunteering session before work begins.

Contact List				
Cherokee National Forest				
Ocoee-Hiwassee Ranger District	Justin Ryan Farr	Recreation Program Manager	423-506-6385	justin.farr@usda.gov
Ocoee-Hiwassee Ranger District	Mason Boring	Ocoee Trail Technician	423-404-4347	mason.boring@usda.gov
Ocoee-Hiwassee Ranger District	Vacant	District Ranger	423-338-3309	
Tellico Ranger District	Vacant	Recreation Program Manager		
Tellico Ranger District	Vacant	Tellico Trail Technician		
Tellico Ranger District	Andrew Carrier	District Ranger	423-397-8455	Andrew.Carrier@usda.gov
BMTA				
BMTA	Bob Cowdrick	President	678-215-5276	bcowdrick@bmta.org

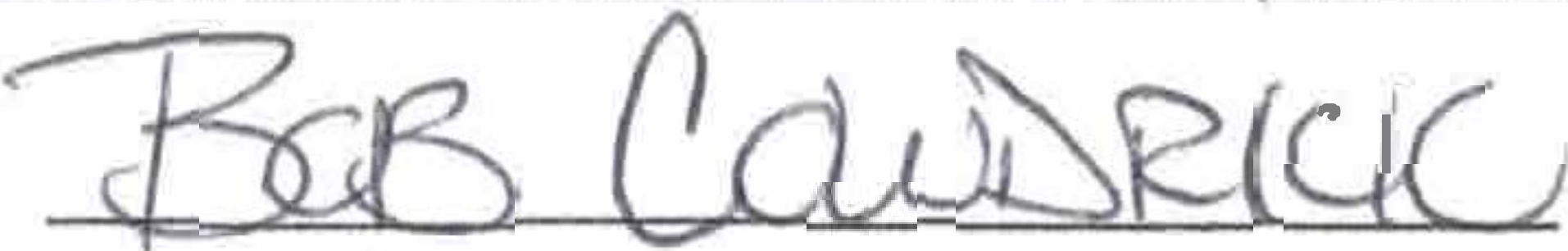
Acceptance by the USDA Forest Service

Acceptance by BMTA

USDA Forest Service and Benton MacKaye Trail Association, Sponsored Volunteer
Agreement Group Volunteer Agreement Number: 2026-2031-GVA-11080403-0001

JOHN BOWERS Digitally signed by JOHN BOWERS
Date: 2026.08.19 10:53:05 -04'00'

Ocoee-Hiwassee District Ranger


BMTA President

ANDREW CARRIER Digitally signed by ANDREW
CARRIER
Date: 2026.08.17 12:49:48
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Tellico District Ranger