

Volunteer Agreement Number: 26-VS-11081102-0010

– Cheoah Ranger District, National Forests in North Carolina

Volunteer Agreement Number: 26-VS-11081109-0010

– Tusquittee Ranger District, National Forests in North Carolina

This volunteer agreement is in partnership with the National Forests in North Carolina, Cheoah and Tusquittee Ranger Districts. The intent of this group volunteer agreement is to streamline administrative processes, enhance partner and agency role clarity, establish mutual understandings around volunteer safety, and to promote seamless and consistent management of the Benton MacKaye Trail and related recreation opportunities through which the trail passes. This agreement eliminates the need to enter into Individual Volunteer agreements with each person participating in volunteer service on behalf of the US 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 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 in order 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 take into account 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 BMTA and the Forest Service to analyze specific volunteer safety considerations that should be taken into account 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 BMTA and the 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, however, 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 trailheads 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. 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. Corridor clearing will include pruning or removing small trees and brush within the trail corridor. 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 (Attachment 15). 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. 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 tailgate safety form after each work event. The following Job Hazard Analyses (JHAs) apply to this agreement:

- Field Work (Attachment 2)
- Trail Work (Attachment 3)
- Cross Cut Saw Operations (Attachment 4)
- Chainsaw Operations (Attachment 5)
- Tailgate Safety Session Sign-In Sheet (Attachment 6)
- Cheoah Ranger District Work Plan (Attachment 7)
- Tusquittee Ranger District Work Plan (Attachment 8)
- Volunteers & Service Accomplishments Reporting Example (Attachment 9)
- Trail Design Parameters (Attachment 10)
- OF-301B Group Roster Form (Attachment 11)

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 Tailgate Safety Sign-in Sheet provided as Attachment 6.

Recruit, Train, and Manage Volunteers – BMTA will seek to create a 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

Volunteer group liaisons are responsible for collecting and providing any necessary information, including any parent/legal guardian signatures for minors. A volunteer group liaison or Forest Service official may also request that individual volunteer agreements be established ahead of time for any participants who are minors, to ensure parent/legal guardian written approval. Parental or legal guardian approval is required for any and all volunteers who are minors prior to them performing volunteer service.

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.

Planning, Community Engagement, Outreach, & Education – BMTA will work in partnership with the U.S. Forest Service to support planning, public meetings, and public engagement. They will represent BMTA and their partnership with the Forest Service assisting to further the mission of the Agency.

Volunteer Program Administration – 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 October 15th. BMTA will be familiar with the demographic data required by the Forest Service Volunteer & Service database reporting tool and will assist the Forest Service in reporting this data.

Certifications:

The use of a chainsaw, crosscut saw, and trail maintenance machines (ditch witch, etc.) 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 chain saws 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.

Organizations may conduct their own volunteer training and certification courses upon Forest Saw Coordinator or District Ranger approval. National Forests in North Carolina leadership have already agreed to approve CPR and First Aid certification courses endorsed and taught by Red Cross, American Heart Association, American Safety & Health Institute, or Gainesville State College if desired. Other certified instructors must be approved by the District Rangers.

Each volunteer is responsible to maintain their certifications and show proof when requested. A volunteer training calendar will be offered every year to certify/recertify volunteers. BMTA must identify a training supervisor to coordinate with Forest Saw Coordinator or Districts for training certifications. These should be top dependable volunteers. Training Supervisors will assist the local Districts on training and certification needs of volunteers for their respective sections. They will keep a current list of such items as current CPR/First Aid, Chainsaw, and Crosscut certifications, etc. By signing below, the District Ranger agrees 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 the BMTA chooses not to develop their own Check-In & Check-Out Policy, then the default will be that District Communication Plan for that the unit where work is being performed (Each District and/or Forest 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. 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. In most cases, 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 should provide Forest Service radios to BMTA crew leaders for their temporary use.

Forest Service Radios- BMTA may borrow Forest Service radios for workdays when volunteers' private cell phones are not adequate due to poor service coverage, or for times when no volunteer is willing to donate use of their personal cell phone. 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 SEND/SPOT Device for workdays in addition to or instead of a Forest Service radio. The use of the SEND/SPOT Device would be for emergency purposes only. BMTA and its volunteers may choose to purchase their own SEND/SPOT devices. BMTA is responsible for developing its own procedures for emergency and other direct person-to-person SEND/SPOT device communications.

- BMTA should notify the local District in advance when a communication device is needed.

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. 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 feasibly possible.

Special Provisions:

1. In accordance with US 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. BMTA will not provide worker's compensation.
2. Privately Owned Equipment and Vehicle Use: The Forest Service recognizes that volunteers may prefer to use their own hand tools and to provide trail machines. Private, personal equipment may be used in support of this agreement. 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 and Job Hazard Analyses will cover the following:
 - a. Trail hand tools (including but not limited to) 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, sledge hammer, 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. BMTA will be responsible informing their members that choose to bring their own equipment of this provision.
3. BMTA agrees to keep an up-to-date and accurate list of all volunteers contributing under this agreement, and to provide that list to US Forest Service managers *annually*. Sign-in sheets will serve as a list of covered members. BMTA may use the Forest Service form OF-301b or another format acceptable to their organization. Anyone participating in a workday will be covered under this agreement. Sign-in sheets should be done accordance with safety/JHA review. Official representatives of BMTA will be allowed to recruit, train, sign-up, and coordinate volunteers on behalf of BMTA and the Forest Service.
4. BMTA will make the following information available to its Official Representatives, and will inform representatives of the information's availability on the BMTA website: (1) Forest Service

Health and Safety Code Handbook; (2) Job Hazard Analyses related to the Description of Services contained within this agreement; (3) volunteer sign-up sheet (can be the BMTA Waiver and Release Form); (4) safety tailgate session instructions; and (4) 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
<http://www.fs.fed.us/im/directives/fsh/6709.11/FSH6709.pdf>
- b. In case of injury, contact ASC-HRM Workers' Compensation Customer Service
 - i. (877)-372-7248
 - ii. Click on the website below and click on forms at the top of the page to access forms. The following information is critical when completing the CA-1, CA-2, CA-16
 - Legal Name of Volunteer, including middle initial (no nicknames)
 - Volunteer's Title and Duty Station
 - Date of Injury
 - Nature of Injury, including body parts involved
 - Name, address, phone, and fax number of Medical Facility Volunteer is transported to.
 - iii. <http://www.dol.gov/owcp/dfec/fec-faq.htm>
5. 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.
6. 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.
7. 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 begins, most typically a trailhead, ranger station, or similarly recognizable meeting point. Hiking from the parking area to the specific project site where work will take place is covered by this agreement.
8. 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.

9. This volunteer agreement will be in effect on the date signed by the District Ranger 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.

Acceptance by the US Forest Service

Cheoah/Tusquittee Districts Ranger, National Forests in North Carolina

Acceptance by Benton MacKaye Trail Association

[Bob Cowdick](#)

Benton MacKaye Trail Association President

Contact List				
Nantahala National Forest				
Cheoah Ranger District	Heath Emmons	ORA	828-479-6431	heath.e.emmons@usda.gov
Cheoah Ranger District	J. Brian Browning	District Ranger	828-837-5152	james.browning@usda.gov
Tusquittee Ranger District	Sky Congleton	Forestry Technician (Recreation)	828-837-5152	sky.congleton@usda.gov
Tusquittee Ranger District	J. Brian Browning	District Ranger	828-837-5152	james.browning@usda.gov
Benton MacKaye Trail Association				
	Bob Cowdrick	President		bcowdrick@bmta.org