#### 5/13/2020

**Group Volunteer Agreement Number: 20-VS-11080302-0001** 

Group Volunteer Agreement Number: 20-VS-11081109-0001

The intent of this agreement is to streamline administrative processes associated with signing up volunteers by eliminating the need to enter into Individual Volunteer agreements with each person participating in volunteer service on behalf of the US Forest Service and Mountain High Hikers Inc. (MHH) The Forest Service and MHH 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. This volunteer agreement covers the Blue Ridge and Chattooga River Ranger Districts on the Chattahoochee-Oconee National Forest and Tusquittee Ranger District on the Nantahala National Forest.

The Forest Service and MHH will meet (at a minimum) annually to coordinate tasks related to this agreement. A workplan will be developed and approved by both MHH and each Forest Service District at the annual meeting, will include supplies, materials, equipment, facilities, and planning needs necessary to accomplish the approved work and a strategy for obtaining necessary items. The workplan will also identify the names and locations of the trails to be maintained, improved, constructed, or relocated. It will also define the corridor in which trail work will take place. 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.

## **Description of Volunteer Services:**

<u>Perform Trail Maintenance</u>- 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. 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 for minor trail bridges. 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 decommissioning user created trail as agreed upon between USFS and MHH.

All trail maintenance and construction activities must meet FSH 6709.11 Health and Safety Code Handbook requirements (Attachment 10). Appropriate Personal Protection Equipment (PPE) addressed in the Job Hazard Analyses (JHAs) will be used while performing trail work. Crew leaders will conduct and document a tailgate safety session prior to engaging in work. The following Job Hazard Analyses (JHAs) apply to this agreement:

- 1. Trail Maintenance (Attachment 2)
- 2. Chainsaw Operations (Attachment 3)
- 3. Ditch Witch Operation (Attachment 4)
- 4. Cross-Cut Operations (Attachment 5)
- 5. Forest Wilderness (Attachment 6)
- 6. Forest Recreation (Attachment 7)
- 7. Tailgate Safety Sheet (Attachment 8)
- 8. Covid-19 (Attachment 9)
- 9. Vehicle Interior Disinfecting (Attachment 10)

MHH will be familiar with these JHAs and will brief volunteers on the pertinent safety information from them for any given event during a safety tailgate session. Volunteers will signify their awareness of hazards and mitigation measures by signing the Tailgate Safety Sheet provided as Attachment 7.

<u>Volunteer Program Administration</u> - MHH will assist the Forest Service with the annual reporting of volunteer program accomplishments by providing the Chattahoochee National Forest and Nantahala National Forest with the total number of individuals and volunteer hours contributed via this Sponsored Volunteer Agreement. All hours must be reported by September 15th annually. MHH will also encourage participation from minorities, youth (under age 25), and other underserved populations and inform the Forest Service of the participation levels of members of these populations. With the renewal of this agreement, MHH will provide the Ranger Districts listed with an updated and current roster of volunteers.

### **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 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.

MHH may conduct their own volunteer training and certification courses upon District Ranger approval. Chattahoochee-Oconee National Forest and the Nantahala National Forest leadership has agreed to approve certification courses taught by Gainesville State College.

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. MHH must identify a training supervisor to coordinate with Districts for training certifications. 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.

# **Emergency Communications Plan:**

<u>Check In & Check Out Procedures</u>- MHH 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 are to provide a safety net and response protocol, should volunteers encounter a situation that prevents them from returning at the expected time. MHH will make District personnel aware of their procedures so that both organizations can work together to keep volunteers safe.

MHH 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.

<u>Cell Phones-</u>MHH 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.

• MHH 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 MHH crew leaders for their temporary use.

<u>Forest Service Radios-</u>MHH may borrow a Forest Service radio on workdays when volunteer's 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. Forest Service radios may only be used by MHH for emergency purposes.

<u>SEND/SPOT Unit Device</u>- the Forest Service may loan MHH 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.

MHH 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 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.

# Blue Ridge Ranger District

# **Chattooga River Ranger District**

ORA- Towdy Tipton 706-745-6928 ORA- Barb Ramey 706-754-6221

District Ranger- Andy Baker 706-745-6928 District Ranger- Ryan Foote 706-754-6221

## **Tusquittee Ranger District**

## **Chattahoochee-Oconee National Forest**

Natural Resources- Todd Sharkey 828-837-5152 Recreation Program Manager

District Ranger- Andy Gaston 828-837-5152 Nick Baggett 770-297-3038

### **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 worker's compensation and tort to the extent not covered by the sponsor.
- 2. MHH 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. Official representatives of MHH will be allowed to recruit, train, sign-up, and coordinate volunteers on behalf of MHH and the Forest Service.
  - 3. MHH will make the following information available to its Crew Leaders and will inform MHH Crew Members of the information's availability on the MHH 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 MHH Waiver and Release Form); (4) safety tailgate session instructions; and (5) procedures and forms associated with volunteer injury response requirements. MHH 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:

- Forest Service Health and Safety Code Handbook (service wide issuances) https://www.fs.fed.us/cgi-bin/Directives/get\_dirs/fsh?6709.11
- 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 CA-1, CA-2
  - iii. http://www.dol.gov/owcp/dfec/fec-faq.htm
- 4. MHH 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.
- 5. If at any time either the Forest Service or MHH 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 MHH, depending on who can alleviate the safety concern the fastest.
- 6. 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.
- 7. The Forest Service and MHH recognize that users may occasionally perform the beneficial services such as trash collection 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 MHH such that MHH has the opportunity to provide oversight for the service activity and to coordinate the activity with the Forest Service.
- 8. This volunteer agreement will be in effect on the date signed by the District Rangers and will remain in effect for five years from that date. The agreement will be reviewed annually by the Forest Service and MHH and any subsequent amendments or modifications will be by mutual consent of both partners.

Acceptance by the US Forest Service

ANDREW BAKER

Andy Baker

District Ranger, Blue Ridge Ranger District

RYAN FOOT

Ryan Foote

District Ranger, Chattooga Ranger District

**ANDREW** GASTON

Date: 2020.05.14 14:37:45 -0400\*

Andy Gaston

District Ranger, Tusquittee Ranger District

Acceptance by MHH

President Mountain High Hikers Inc.,

Effective Date:

06/03/2020