

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
INDIVIDUAL VOLUNTEER SERVICES AGREEMENT

1. Agreement Number

2a. Name of Volunteer (*print or type*)

2b. Social Security Number

2c. Telephone (*include area code*)

XXXXXXXXXXXXXXXXXX

2d. Address (*include zip code*)

2e. Date of Birth

3a. Person to Notify in an Emergency

3b. Relationship to Volunteer

3c. Address (*include zip code*)

3d. Telephone (*include area code*)

Home -

Work -

4. Project or Job Description (*Brief summary of work to be accomplished. If need be, use item 7 on reverse side or attachment to more fully describe the work and Volunteer's duties:*)

The project will include brushing or tread maintenance on the Sterling Mine Ditch Trail to remove hazards, and improve the experience of the trail users. Volunteers will use non-motorized tools such as loppers, pruning shears, and hand saws to clear vegetation that is overhanging or encroaching on the trail, and digging/grubbing tools to improve the existing tread. Brushing and tread maintenance will be done to BLM standards. The use of chainsaws to buck downed trees and trim trees will be restricted to volunteers who have passed both the classroom and field portions of S-212 (Wildland Fire Chainsaws). Volunteer activities begin at the Sterling Mine Ditch trailheads. Travel to and from the trailheads is not included as part of the volunteer agreement, and not the responsibility of the BLM. The BLM project supervisor maintains the right to stop volunteer trail maintenance at any time.

The project design features on Attachment A are required to be followed as a condition for volunteer trail maintenance on the Sterling Mine Ditch Trail. (see Attachment A)

BLM Project Supervisor D. Byrd/F. Hoyer Title Position ORP/Forester Phone 541-618-2200

5. Agreement by Volunteer: I offer and agree to volunteer my services without compensation in wages to accomplish the work described above to assist the Bureau of Land Management (BLM), in accord with the following understandings.

a. I will contribute my services from 1/1/12 (date) to 12/31/12 (date), and intend to contribute _____ hours per _____ (time period).

b. Although this volunteer service will not confer on me the status of a Federal employee, while acting within the scope of this Agreement I will be

- (1) Federal Tort Claims Act, which protects a Federal employee from liability for injury or damage to others while the employee is acting within the scope of his or her duties, and
- (2) Federal Employees Compensation Act, which authorizes compensation for work-related injury.
- (3) Claims relating to damage to, or loss of, personal property incident to volunteer service in which case the provisions of 31 U.S.C. 3721 shall apply.
- (4) The protections afforded employees in situations involving assault, resisting, or impeding pursuant to 43 U.S.C. 1737 and 18 U.S.C. 111, and 1114 while engaged in the performance of his/her official duties.

c. I am at least 18 years old (*or if I am less than 18, my parent or guardian consents to this Agreement by signature below*).

d. I understand the health and physical-condition requirements for doing the work described in item 4 above, and the project location including altitude, 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 do this work.
- I do know of a medical condition or physical limitation that may adversely affect my ability to do this work, and I have explained this

to _____ (*name of BLM official*).

e. It is understood that all publications, films, slides, videos, artistic or similar endeavors, resulting from my volunteer services, as specifically contracted for and attached as an addendum hereto, will become the property of the United States, and as such, will be in the public domain and not subject to copyright laws.

- f. This volunteer is authorized to wear the BLM uniform while performing official BLM volunteer services. The uniform shall be worn in accordance with Manual Section 1103 available from the local BLM Volunteer services
- g. As a Volunteer, I may be required to undergo a background check, provide requested information, and authorize disclosure of information pertaining to myself for this purpose.
- h. Either I or BLM may terminate this Agreement at any time by notifying the other party in writing.

Signature of Volunteer _____ Date _____

Signature of parent or guardian (if *Volunteer is under 18*) _____ Date _____

Name (*print or type*) _____ Relationship to Volunteer _____

6. *Agreement by BLU*, The BLM accepts this offer and agrees, while this Agreement is in effect, to:

- a. Deem this Volunteer to be as a Federal employee for purposes of tort-claims protection and compensation for work-related injury.
- b. Provide or provide for such materials and supplies, equipment, support services, facilities and supervision as are needed to accomplish this project, except as specified in an attachment, marked Attachment A Any special provisions, such as concerning expenses, are set forth in an attachment, marked Attachment A
- c. Process any claims by the Volunteer for the loss or damage to personal property incident to volunteer service, pursuant to 31 U.S.C. 3721.

Signature of BLM Official  Name (*print or type*) **John Gerritsma**

Title/Position Field Manager Office Location 3040 Biddle Rd. Medford, OR Date 1/3/12

7. Elaboration of Volunteer's duties or modifications or amendments to this agreement.

8. *Completion or Termination*: This agreement was completed/terminated (*cross out one*) on _____ (date).
Remarks:

Signature of BLM Official _____ Signature of Volunteer _____

Authority., Section 307, Federal Land Policy and Management Act of 1976 (43 U.S.C. 1737), as amended by P.L. 98-540 of 1984 (98 Stat. 2718).

ATTACHMENT A

VOLUNTEER AGREEMENT

Project Design Features for Sterling Mine Ditch Trail Maintenance

General

- Any individual or group doing work will notify BLM project supervisor 5 business days prior to planned work to obtain approval.
- Volunteers will use non-motorized tools such as loppers, pruning shears, and hand saws unless otherwise authorized by the BLM project supervisor. The use of chainsaws to buck down trees or prune trees will be restricted to volunteers who have passed both the classroom and field portions of S-212 (Wildland Fire Chainsaws).
- No falling of trees is permitted.
- The use of pack animals to transport project tools and equipment will require approval of BLM project supervisor.
- All state fire restrictions and requirements will be met.

BLM Trail Standards-Volunteers must adhere to the following standards

- Vegetation will be cleared within the established trail prism (approximately 18 inches from either edge of the tread) and from 2 to 9 feet high.
- Cleared vegetation will then be scattered outside of the trail prism in a manner that mimics natural down vegetative debris.
- Tread maintenance will include minor slough removal, digging, and grubbing of roots and stubs in the trail prism that are a safety hazard to the trail users. Waterbars are to be dug (and armored if rock is available) where needed to divert water off of the trail.
- To minimize the spread of noxious weeds, tools will be washed and cleaned of all soil and vegetative material before entering BLM lands.
- If pack animals are used, they will be required to be fed certified weed-free feed for the 48 hours prior to work.