

The intent of this agreement is to streamline the administrative processes associated with engaging volunteers. It eliminates the need to enter into Individual Volunteer agreements with each person participating in service on behalf of the Pisgah Ranger District (Pisgah RD) and the Carolina Mountain Club (CMC). The Forest Service and the CMC together are responsible for the success of this agreement. Both organizations will provide oversight, coordination, and supervision as necessary.

Definition of a Volunteer

The USDA Forest Service was 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.

Statement of Mutual Benefit

The primary objective of the Carolina Mountain Club is to explore and enjoy the mountains of Western North Carolina and adjacent regions by hiking their trails. The Club, now over 80 years old, is the oldest hiking and trail maintaining club in Western N.C. The Club members lead hikes, maintain over 400 miles of trail, build new trails, promote the conservation of trails, and educate members in hiking, trail building and maintenance skills, while working with the U. S. Forest Service, the National Park Service, and the State of North Carolina to achieve these goals.

As a unit of the National Forest System, the Pisgah RD is managed to sustain the health, diversity, and productivity of the lands within its boundaries to meet the needs of present and future generations. Hiking is one component of the many sustainable multiple uses the Pisgah RD seeks to balance, manage, and provide.

The CMC and the Pisgah RD recognize that they may occasionally have organizational goals and objectives for the management of Ranger District lands that differ. Both organizations also recognize a significant overlap in their desired outcomes where hiking is concerned. It is therefore mutually beneficial for the CMC and the Pisgah RD to partner under the authority of the Volunteers in the National Forest Act to engage volunteers as a shared resource focused towards the accomplishment of mutually desired outcomes.

Mutually Desired Outcomes, Goals, and Objectives

The CMC and the Pisgah RD both desire excellent hiking experiences in the Pisgah Ranger District.

Both organizations recognize that maintenance of hiking trails enhances user experience, minimizes and/or eliminates natural and cultural resource damage, and requires ongoing diligence. Recruiting, training, and managing volunteers to perform maintenance is therefore a priority objective and properly maintained hiking trails are a significant goal of this agreement. In areas where the CMC recommends, and the Pisgah RD concurs, that a trail cannot be sustainably maintained, engaging volunteers in the relocation of hiking trails may be considered and/or approved through appropriate Forest Service processes.

The CMC and the Pisgah RD also desire to engage members of the public in the maintenance and/or relocation of hiking trails as a mechanism to create awareness of natural and cultural resources, enhance the quality of life and overall health of communities, promote civic involvement in the management of public lands, build an understanding of the benefits of a trail system, and to support local economies by providing outdoor recreation opportunities. Achieving these goals requires attention to the volunteer experience and overall program morale.

Description of Volunteer Services

Perform Trail Maintenance - 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. Tread work in wet areas may include refilling and reshaping turnpikes, repairing or replacing rotted or damaged puncheon. Significant boardwalk and bridge repair will be approved on a case by case basis.

Corridor clearing will include pruning or removing small trees and brush within the designated trail corridor (check with the local trail manager to determine appropriate dimensions, as they change with trail designation).

There will be no work performed outside the designated corridor without written permission from the US Forest Service. This includes but is not limited to rerouting of existing trail, realignment of existing trail and moving trail onto user created trail instead of the designated trail. There will be no maintenance on non-system trails or decommissioned roads.

Trail work requires the use of hand tools, trimmers and chainsaws. Anyone using a chainsaw or crosscut saw will be required to have a current Forest Service chainsaw and/or crosscut saw certification card as well as a current First Aid and CPR card.

Appropriate Personal Protection Equipment (as addressed in the chainsaw, crosscut saw and trail maintenance Job Hazard Analyses) will be used while performing trail work. Crew leaders will conduct and document a tailgate safety session prior to engaging in work. Mountains to Sea Trail (MST) Section Supervisors will ensure MST Maintainers are reviewing the applicable Job Hazard Analysis (JHA's) and conducting tailgate safety sessions as necessary.

Recruit, Train, and Manage Volunteers – The CMC will seek to create a positive, enjoyable, and compelling image of the the CMC/Pisgah RD volunteer program throughout the community. Whenever possible, the CMC will encourage involvement from community members in the management of their public lands, either through this agreement or through other volunteer avenues offered by the Pisgah RD. The CMC will establish procedures to train and manage volunteers engaged via this agreement so that they can serve safely, be productive, and have a positive experience.

Volunteer Program Administration – The CMC will assist the Forest Service with the annual reporting of volunteer program accomplishments by providing the Pisgah RD with the total number of individuals and volunteer hours contributed via this Sponsored Volunteer Agreement. Individual hours may be tracked by CMC and/or individual volunteers so that the Forest Service can, as possible, recognize volunteers as they reach milestones of hours volunteered. CMC will also encourage participation from youth aged 18-25 and other underserved populations and inform the Forest Service of the participation levels of members of these populations.

Special Provisions

- (1) In accordance with 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) A roster of the CMC Crew Leaders is provided as Attachment 2A.
- (3) This is a fixed participant sponsored volunteer agreement. CMC may have up to 250 volunteers on the list. CMC will designate someone to administer the list. When volunteers are added or deleted, an updated electronic copy of the list will be sent to a designated

contact on the Pisgah RD. If more than 250 volunteers are desired to be on the list the Pisgah District Ranger must approve the addition. A roster of all volunteers eligible for sponsorship under this agreement is provided as Attachment 2B.

- (4) In addition to the Description of Volunteer Services above, the CMC Crew Leaders will be trained by both the Pisgah RD and the CMC to perform successfully and will fulfill the following responsibilities:
- a. Conduct tailgate safety sessions;
 - b. Monitoring of crew safety and implementation of safety procedures in accordance with the Job Hazard Analysis;
 - c. Establishment of, in coordination and cooperation with the Pisgah RD, appropriate group sizes. The preference for an appropriate group size is defined as no more than 12 persons per Crew Leader (or 9 persons per Crew Leader in the Wilderness Areas.). Groups up to 25 persons per Crew Leader for large projects are allowed at the discretion of the crew leader, but should be the exception rather than the rule. It is expected that crews will be broken up into work teams sized for safe and effective conduct of their assigned tasks.
 - d. Documentation of volunteer work events and participants. Documentation will take place in the form of a quick summary of work accomplished, number of participants, number of hours worked, and a statement confirming that a tailgate safety session was conducted. Documentation will be submitted during the Pisgah RD monthly volunteer coordination meetings.
 - e. Ensuring that service projects are conducted in accordance with the USDA Trail Construction and Maintenance Notebook and/or other Pisgah RD direction;
 - f. Attendance at scheduled Pisgah RD volunteer coordination meetings. If unable to attend, Crew Leaders are responsible for obtaining information from the meeting at the earliest possible time;
 - g. Sharing information from the Pisgah RD volunteer coordination meetings with other volunteers;
 - h. Identifying special trail work project needs such as boardwalks or puncheons and coordinating with the Pisgah RD, if warranted, to develop a plan for project approval/disapproval and implementation;
 - i. Conducting work on designated trails only. Coordinate with the assigned volunteer trail maintenance group when interested in conducting work on a trail not assigned to the CMC
 - j. Assist the Forest Service in identifying, preventing, and closing non-system trails;

- k. Maintaining the documentation outlined in the Description of Volunteer Services, Volunteer Program Administration, section of this agreement;
 - l. Ensuring tools meet the minimum maintenance requirements established by their manufacturer.
 - m. Communicating tool or tool maintenance needs to the Pisgah RD and CMC.
 - n. Scheduling and implementing outdoor volunteer events during daylight hours.
 - o. Coordinating with the Pisgah RD any gate key or access needs to Forest roads or areas not open to the public. Gate keys are the property of the FS and signed out to the CMC.
- (5) Any privately owned equipment, used in the accomplishment of tasks under this agreement will be considered donated at no cost to the Forest Service for the duration of the time it is used under the agreement. The Forest Service does not assume any liability or responsibility for privately owned equipment. The Forest Service recognizes that space for the CMC owned storage shed is provided at the Pisgah RD Work Center and it is not donated to the Forest Service. Liability and responsibility for this storage shed is not assumed by the Forest Service. The CMC and the Pisgah RD recognize that the equipment listed below may be used by volunteers serving under this agreement only to the extent that the Pisgah RD and the CMC can assure compliance with the Forest Service Health and Safety Code Handbook. Job Hazard Analyses (JHA) will be provided as an attachment to this agreement for the items listed under a., b., and c. Tools listed under d. require additional scrutiny and will not be used without Pisgah RD awareness and a separate, project specific JHA:
- a. Hand tools (including but not limited to Pulaskis, McLeods, hoes, shoves/spades, rakes, loppers, pruners, machetes and other bladed tools, picks, pick mattocks, axes, slate bars, tampers, hammers, and hand/crosscut saws);
 - b. Power tools (including but not limited to powered trimmers/pole saws, leaf blowers, drills, hand saws)
 - c. Powered transport equipment (including but not limited to assisted wheelbarrows, dumpers)
 - d. Powered heavy equipment (including but not limited to dingos, mini-excavators, trenchers, mowers, plows, skid loaders, front-end loaders, backhoes, compaction rollers).

- (6) The Pisgah RD will provide the following information/materials to the CMC and will be available to answer any clarification questions the CMC may have about the information:
- a. Forest Service Health and Safety Code Handbook;
 - b. Job Hazard Analyses related to the Description of Services contained within this agreement;
 - c. Safety tailgate session form and instructions;
 - d. Procedures and forms associated with volunteer injury response requirements;
 - e. List of CMC assigned trails approved for volunteer activities under this agreement with the understanding that work by the CMC volunteers is also approved on any designated trail within the Pisgah RD as long as coordination with the volunteer group assigned to the trail occurs.
- (7) The Pisgah RD and the CMC 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.
- (8) The CMC 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.
- (9) If at any time either the Forest Service or the CMC identifies a condition that may lead to a volunteer being a danger to him/herself or others on a given project, the volunteer will be redirected by either the Forest Service or the CMC, depending on who can alleviate the safety concern the fastest.
- (10) 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 rendezvous point for volunteers, where motorized vehicle travel end and hiking to the worksite begins most typically a trailhead, ranger station, or similarly recognizable meeting point.
- (11) The CMC will make this agreement and any information associated with it widely available to its volunteers.

- (12) This volunteer agreement will be in effect upon signature of both the CMC Maintenance Councilor and the Pisgah District Ranger, and will remain in effect through December 31st, 2017. The agreement will be reviewed annually or as deemed necessary by either the CMC and/or the Pisgah RD and may be amended by mutual consent of both partners.

Acceptance by the US Forest Service



Pisgah District Ranger

Acceptance by the CMC



CMC President or Maintenance Councilor