

Volunteer Services Agreement Merced Irrigation District



Merced Irrigation District
Parks and Recreation Department
Volunteer Trail Maintenance Service Agreement

(To be completed by Volunteer)

Volunteer Name: _____

Date of Birth: _____

Address: _____

Email address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Emergency Contact (1st): _____

Phone: _____

Relationship: _____

Emergency Contact (2nd): _____

Phone: _____

Relationship: _____

(To be completed by MID)

Agreement Effective Date: _____ Agreement Termination Date: _____

Assigned Trail: _____

Volunteer Service Agreement

This Volunteer Trail Maintenance Service Agreement (Agreement) is entered into between the Merced Irrigation District (MID) and the Volunteer named hereinabove (Volunteer). The Volunteer agrees to perform the duties and tasks outlined in this Agreement, and as summarized in the initial orientation and meeting to be held between MID staff and the Volunteer, on a volunteer basis only. In exchange, MID agrees to provide the Volunteer with consideration as provided herein.

All work performed under this Agreement will be administered and overseen by the MID's Parks and Recreations Department.

Volunteer acknowledges the inherent risks associated with trail construction and trail maintenance, ranging but not limited to minor injuries such as cuts, scrapes, contusions, trips and falls, but potentially even more serious injuries such as broken limbs or even death. Understanding and considering all of the risks associated with trail construction and trail maintenance, Volunteer knowingly and willingly accepts and assumes all risks and associated liability for any damage that may be actually or allegedly sustained or suffered by the Volunteer or others as a result of, or caused by, the planning and design, installation, operation or maintenance of improvement(s) authorized herein.

In addition and to the fullest extent of the law, Volunteer shall assume the defense and indemnity and save harmless the MID, its directors, officers, agents and employees, from every expense, liability, claim, demand or payment by reason of injury, including death, to persons or damage to property suffered through any alleged act or omission, including passive or active negligence, or both, of the Volunteer, his employees, agents, Contractors, subcontractors, or anyone directly or indirectly employed by either of them, or arising in any way from the permissions granted by MID in this Agreement. This provision shall require the Volunteer to defend and indemnify the MID against liability, or alleged liability, for damage arising from all sources except the sole negligence or willful misconduct of the MID or its agents, servants or independent contractors who are directly responsible to the MID.

In the event that any portion of this indemnity agreement shall be adjudicated by a court of competent jurisdiction to be unenforceable, then the balance of the obligations shall remain enforceable and this section shall be construed to provide the broadest and most comprehensive indemnity and defense protection available to the MID.

Volunteer agrees to maintain MID's trail(s), as assigned, in accordance with the provisions listed herein. Volunteer further understands that no authorization to proceed with any trail maintenance, construction or reconstruction on any of the MID's trails exists until this agreement is signed.

The Volunteer agrees to provide or do the following:

- (a) The trail construction and/or maintenance activities, generally summarized as follows:

*(*add an additional sheet, if necessary)*

- (b) Volunteer understands and acknowledges that he/she will not be compensated for any voluntary service provided hereunder or for any work performed on behalf of MID, unless provided for herein. Volunteer may request reimbursement of necessary and allowable expenses, when authorized in advance by the MID Director of Parks and Recreation. Any request for reimbursement shall be in writing.
- (c) Volunteer shall comply with all MID policies, regulations, directives and instructions as may be provided by MID staff, and to conduct himself/herself in a pleasant, courteous and professional manner at all times. Volunteer should conduct himself/herself in a manner so as not to disrupt visiting members of the public. No alcoholic beverages shall be consumed while performing Volunteer duties and responsibilities, nor shall volunteer appear intoxicated or under the influence of any form of alcohol or drugs, at any time
- (d) Volunteer has received a copy of, has read, understands and agrees to the information contained in Appendices A and B.
- (e) Following the initial work day, and upon clearance by the MID Director of Parks and Recreation, or his/or her designee, Volunteer may perform basic maintenance work on their own, without MID accompaniment.
- (f) Organize the group and coordinate its members, if applicable.
- (g) Volunteer shall always have and wear personal protection equipment (PPE) appropriate to the tasks being performed including, but not limited to closed toe shoes, eye protection, hard hats, long pants and long sleeve shirts. (Hard hats and eye protection may be provided by MID, if necessary).
- (h) Volunteer shall record all work, accomplishments and time spent on the trail(s). Record should be provided to the Director of Parks and Recreation on a weekly bases.
- (i) Volunteer will report all disturbances or inappropriate conduct/activity to MID staff. Volunteer shall not attempt to apprehend, discipline, reprimand or otherwise take any law enforcement action, at any time. Volunteer shall serve as a pleasant ambassador of MID and educator of park rules, not an enforcer
 - a. Volunteer is encouraged to keep a written log of disturbances or inappropriate conduct/activity, complaints or criticism of MID facilities, and notes of any items that may need maintenance or attention. This log may be informal and kept as convenient for the Volunteer.

MID Agrees to provide or do the following:

- (a) MID agrees to waive all admission to MID Parks facilities during the term of this agreement.
- (b) MID shall provide Volunteer with training as may be reasonably needed to enable the Volunteer to perform his/her duties and responsibilities, and any additional training as may be required by law.
- (c) Make available a cache of common trail construction and maintenance tools to Volunteer. Use of tool cache will be under the control of MID, with the availability subject to prior commitments and repair. Requests for tool use must be communicated to MID a minimum of

one week in advance of the project. Tools must be checked out and returned promptly after the maintenance activity.

- (d) MID shall provide materials, supplies, equipment, and direction needed to complete the work to meet agency or authorized management standards.

The MID Director of Parks and Recreation or her designee shall determine the quality, fitness, promptness and acceptability of the Volunteer's service, and may terminate or cancel this Agreement for any reason and at any time by providing written notice to the Volunteer. Said decision shall be final and conclusive, and not appealable to the MID Board of Directors. The Volunteer may terminate this Agreement for any reason and at any time by providing written notice to the MID Director of Parks and Recreation. MID may, in its discretion, assume liability for tort claims against the Volunteer arising from acts or omissions occurring within the course and scope of authorized volunteer service hereunder.

The Volunteer is performing volunteer work for MID, and shall not be considered an employee of MID for purposes of wages, and shall not be compensated by wages or stipend. Volunteer shall not be permitted to participate in any public employee retirement program or other form of benefit offered to MID employees. The Volunteer understands and agrees that any injuries sustained when performing volunteer service under this Agreement shall not be included within the scope of workers compensation coverage held by MID. Volunteer agrees that any such injuries shall be covered by Volunteers own personal healthcare insurance, which Volunteer agrees to maintain during the entire term of this Agreement. MID provides no insurance or guarantee for the damage or theft of Volunteer's personal property.

This Agreement is effective as of the date 1st written above.

By signing below, I hereby volunteer my services as a volunteer for the Merced Irrigation District. I certify that I have read, understand and agree to abide by the terms of this agreement provided in its entirety.

Volunteer signature

Merced Irrigation District

Brooke Gutierrez
Director of Parks and Recreation

Appendix A

Routine and Non-Routine Trail Maintenance, Reconstruction, and Construction

The following activities are considered routine and can be completed without approval or onsite supervision of an MID employee after the initial workday with MID staff:

- Clearing the trail of small trees (< 8in. diameter) and branches already on the ground with handsaws (no cross-cut or chainsaw unless approved in advance by MID).
- Brushing back vegetation with loppers, pruning saws, and handsaws.
- De-berming and removing slough from trail tread.
- Restoring a proper trail outslope.
- Restoring proper trail width and/or clearing limits.
- Installing minor drainage features such as knick drains, rolling dips, and water bars as needed.
- Removing litter, garbage, pet waste, or refuse.

Completing Routine Trail Maintenance and Reconstruction

Routine trail maintenance and reconstruction include activities listed above. Work will only be permitted on designated trails within the MID park facilities (with the exception of designated trails where work is prohibited for safety or environmental concerns). Routine trail maintenance will be reported within one month of completion. Arrangements will be made to ensure that work is accomplished to MID technical and safety standards.

Non-Routine Trail Maintenance, Reconstruction, and Construction

The following activities are considered non-routine and **require approval or onsite supervision** by the MID Director of Parks and Recreation:

- (b) New trail construction
- (c) Trail re-routes
- (d) Bridge construction
- (e) Structure/Feature construction (i.e. jumps, wooden or metal structures, etc.)
- (f) Turnpike construction
- (g) Puncheon construction
- (h) Check Dams
- (i) Sign/Trail Marker Installation
- (j) Moving large rocks/boulders (in excess of 50lbs)
- (k) Buck-N-Rail Fence Construction
- (l) Any use of pack stock
- (m) Any use of chainsaws or crosscut saws
- (n) Clearing trails of downed trees in complex situations

Completing Non-routine Trail Maintenance, Reconstruction, and Construction

Non-routine trail maintenance, reconstruction, and construction include activities listed above. Volunteer is responsible for contacting the MID Director of Parks and Recreation to schedule workdays, as well as, to make arrangements to ensure that work is accomplished to the MID technical and safety standards.

Routine and Non-Routine Trail Maintenance, Reconstruction, and Construction

Work will only be permitted on designated trails within the MID (with the exception of those closed by order, closed for project work, or for an authorized activity). **Any use of chainsaws or crosscut saws requires separate MID permission prior to use on MID lands.**

MID will disclose the type of work that volunteers will be involved in before each project. Any physical limitations that would either be aggravated by or restrict participation in the volunteer work described above will be noted on the Volunteer Sign-In Sheet (provided by MID).

The MID will provide such materials, equipment, and facilities as are available and needed in performing the work described above.

Appendix B

Safety Protocols

- Prior to allowing work activities on MID park trails, MID will require all volunteers to review and sign the current Volunteer Services Agreement, indicating that Volunteer fully understands and assumes the risks associated with the trail construction and/or maintenance activities to be performed.
- No sooner than 12 hours prior to engaging in trail work activities, volunteers will obtain advance weather forecasts for the area they intend to work, in order to better predict weather related hazards that may be incurred (i.e. especially wind speed and rainy/wet/slippery conditions).
- Prior to engaging in work activities, volunteers will ensure a communications plan for personal safety is established and ensure a minimum of one operable emergency communication device is with each volunteer or group of volunteers at all times in the field.
- Work hours will be discussed with and approved by MID, but typically these hours will range between 8:00 AM - 5:30 PM.
- Immediately prior to engaging in trail maintenance activities all volunteers will complete a tailgate safety session to discuss proposed work activities, identify associated risks and hazards, and outline appropriate mitigation measures for the identified hazards.
- Appropriate PPE shall be worn during all work related activities including travel to and from work sites. Appropriate PPE for trail maintenance includes but may not be limited to; long sleeve shirt, full length pants, hard hats, eye protection, sturdy hiking boots, and leather gloves.
- First aid kits will be available by MID, it is the Volunteers responsibility to become familiar with where these are located.
- When working in a large group (4 individuals or more) projects will include someone who is CPR/First Aid certified.