

AGREEMENT FOR SPONSORED VOLUNTARY SERVICES

(Act of May 18, 1972, P.L. 92-300, as amended)

Name of Sponsor/Organization (Print)

Black Hills Mountain Bike Association

2. Address (Street, City, State, ZIP Code)

Rapid City, SD

3. We desire to make available the volunteer services of the following person(s) to assist with the Forest Service work. (If more space is needed, use reverse)

Please see attached pages

4. Description of work to be performed:

The BHMBA will construct the final segment of trail to complete the complex of sustainable biking, hiking, and running trails in the Buzzard's Roost Trail complex (T1N, R6E, Sec. 10, 11, 14, 15). The remaining trail segment to be constructed is approximately 0.65 miles long, located as shown on the attached map. Construction includes installation of appropriate signage. Participants (members, volunteers, contractors) must have completed an IMBA basic trail building course before they perform any construction activities. BHMBA members and any contractors (certified trail builders) hired by BHMBA must have current certifications and/or qualifications to operate mechanized equipment to construct trail on the Black Hills National Forest. Contractors also need to have any required authorizations to operate in the state of South Dakota. Contractors and members can only operate when ground conditions provide a suitable working environment. BHMBA trail crew leaders must review the safe operation of handtools and other safety protocols prior to the start of each workday. Volunteers wishing to work outside any scheduled club workday will need to contact BHMBA's trail coordinator and obtain documented authorization from the club to work on the trail. Trail construction that damages any natural feature (cutting trees, moving large boulders) outside the trail tread is not allowed without prior authorization from the Forest Service. Chainsaw operation by any club member or volunteer is prohibited unless they are certified by the Forest Service.

5. The above-described work will be contributed to the Forest Service. Except as provided below, the work performed by the participants will not confer on them or on our employees, or officers, the status of federal employees.

6. We will provide the Forest Service with a list of participants and man-hours contributed to accomplish the work in item 4 above.

7. We will obtain parental or guardian consent for each individual under 18 years of age and will comply with child labor laws.

8. Jason Kingsbury is hereby designated to serve as our liaison with the Forest Service in day-to-day operations under this agreement.

9. We understand that either the Forest Service, or we, may cancel this agreement at any time by notifying the other party.

10. Remarks: (If more space is needed, use reverse)



Signature (Designated Liaison for Sponsored Group/Organization)

Date

4/15/11

ACCEPTANCE FOR THE FOREST SERVICE

The Forest Service agrees, while this agreement is in effect, to:

1. Provide such materials, equipment, and facilities as are available and needed in performing the work described above.
2. Provide necessary incidental expenses of sponsored participants to the extent such expenses cannot be borne by the sponsor, and to the extent Forest Service funds are available. The maximum Forest Service funding of such incidental expenses shall be set forth on the reverse of this form or in an accompanying plan for each fiscal year or portion of a fiscal year.
3. Consider the participants as federal employees for the purpose of tort claims and compensation for work injuries, to the extent not covered by the sponsor.
4. Authorize sponsored participants to operate federal motor vehicles when necessary, provided participants are licensed to operate a motor vehicle.

5. Signature (Forest Service Officer)



6. Title

District Ranger

7. Unit

Mystic RD

8. Date

3/22/11

TERMINATION OF AGREEMENT

1. Agreement Terminated on (Month, Day, Year)

2. Signature (Forest Service Officer)

3. Remarks:

ACCOMPLISHMENT *

RESOURCE CATEGORY (a)	NIRP CODE (b)	UNIT OF MEASURE (c)	AMOUNT ACCOMP. (d)	HOURS CONTR. (e)	COST TO GOVMT (f)	APPRAISED VALUE (DOLLARS) (g)

Additional Space (Please specify the section and item no. using this space):

This volunteer agreement does not constitute formal recognition or approval by the Forest Service for any of the trails listed. The Forest Service and BHMBA are in discussions regarding any required analyses and public involvement needed to evaluate and potentially incorporate existing mountain bike use areas into the formal Forest Service trail system. This agreement will provide for maintenance of these existing use areas until a more detailed analysis and decision can be made.