



## AGREEMENT FOR INDIVIDUAL VOLUNTEER

**PURPOSE:** The purpose of this Agreement is to outline the responsibilities of the City of Mukilteo in providing volunteer opportunities, and to create an understanding between the City and the volunteer. This Agreement shall apply to persons voluntarily performing non-compensated services for the City.

|  |                              |  |
|--|------------------------------|--|
| Volunteer Name: First, Middle, Last (Please Print) | Home Phone (with area code): | Are you over 18? Yes or No<br><br>Are you over 14? Yes or No |
| Parent/Guardian (if under 18) Name (Please Print)  | Cell Phone (with area code): |  |
| Address  | Work Phone (with area code): | Emergency Contact:   |
| City, State, Zip                                   | Email:                       | Emergency Contact Phone:                                     |

**AGREEMENT FOR NON-COMPENSATED SERVICES:** By signing this Agreement I hereby volunteer my services to the City of Mukilteo without compensation. I agree to abide by all relevant City policies and procedures and to perform the volunteer services in a safe and responsible manner in accordance with the descriptions of service.

It is further understood that this Agreement shall not in any way constitute nor create an employer/employee relationship between the City and the Volunteer. The City shall not be responsible for, nor liable for, nor shall the applicant be eligible to receive, any compensation or benefits as a result of this Agreement EXCEPT for State Labor and Industries Industrial Insurance medical aid coverage if applicable.

**SCOPE OF VOLUNTEER SERVICE:** Volunteer is hereby authorized and agrees to perform the services specified in **Exhibit A**, attached hereto and incorporated herein by this reference as if set forth in full. Volunteer shall perform no services that are not expressly specified in **Exhibit A** without the City's express written authorization.

I further agree to the following: *(Please initial each item below)*

- \_\_\_\_\_ I will not participate in any volunteer service under the influence of any drugs or alcohol. I agree to inform the City supervisor at the beginning of the shift if taking any over-the-counter or prescription medications which may impair the ability to perform volunteer duties.
- \_\_\_\_\_ I will abide by all City policies regarding personal conduct while performing volunteer services.
- \_\_\_\_\_ I agree not to go beyond the scope of the volunteer service outlined in Exhibit A without authorization.
- \_\_\_\_\_ Before performing any volunteer service that I am unfamiliar with, I will first ensure that I am trained to perform such service, learn the corresponding City policies, and I agree that it

is my responsibility to understand the volunteer service and associated policies completely or ask questions until I feel confident to perform them.

\_\_\_\_\_ I hereby affirm that I am capable of performing the volunteer service without accommodation, or with the following accommodation(s):

[DESCRIBE REQUESTED ACCOMODATION HERE]\_\_\_\_\_

\_\_\_\_\_ The City will include my hours of volunteer service in the State Labor and Industries coverage for volunteer workers which may be useful in the event of an injury during the volunteer service. I am responsible for recording and reporting my hours to the City so that they may be reported to the State Labor and Industries. **Parents:** Because Labor and Industries does not cover those under the age of 14, if your child is under the age of 14 and is injured while volunteering, your own personal medical insurance will provide coverage. **Adults:** If you sign in for a minor under 14, you must stay to supervise that minor for the duration of the event.

\_\_\_\_\_ I agree to report any on-the-job injury or illness which occurs during my volunteer service, no matter how minor, to the identified City supervisor.

\_\_\_\_\_ I authorize emergency medical care if it should become necessary.

\_\_\_\_\_ I grant full permission to use any photographs, videotapes, motion pictures or recordings for publicity purposes by the City.

**TERMINATION:** I understand that I or the City may terminate this agreement at any time without cause, and that I am volunteering my services at will and without the promise or expectation of any financial compensation or remuneration whatsoever, and that I may be asked to discontinue such without prior notice or reason.

**PUBLIC RECORDS:** I understand that any information provided in conjunction with this agreement, and emails sent or received by City employees and volunteers, will constitute a public record and may be subject to disclosure under the Public Records Act (RCW 42.56).

**CITY PROVIDED ITEMS:** I understand I may use City provided items described in **Exhibit B** to fulfill the volunteer activities described in Exhibit A. The City may provide me with any additional required equipment and supplies to perform the volunteer service. The City may also provide me with access to City property and facilities to perform assigned duties. I agree to only use City equipment, supplies, property, or facilities for City services as outlined in Exhibit A and not for personal use. I shall return all City equipment and supplies to the City upon request. I may be required to reimburse the City for lost, stolen, damaged, or destroyed equipment or supplies. I may be required to reimburse the City for any damage to City property or facilities caused by my actions. Property—intellectual or otherwise—developed by me for or in relation to any City program, will become the property of the City. I shall only use equipment, tools, and supplies consistent with how I am trained to use them and only for the Volunteer service.

**NO COMPENSATION:** Volunteer's services pursuant to this Agreement shall be donated gratis and without any expectation of or entitlement to financial compensation. Volunteer expressly waives any present or future claim to any monetary reimbursement for said services. This waiver is a result of Volunteer's own free choice.

**WAIVER & HOLD HARMLESS:** I am fully aware that the work associated with being a City Volunteer involves certain risks of physical injury or death. Being fully informed as to these risks and in consideration of my being allowed to participate in the City's Volunteer Program, I hereby assume all risk and liability of injury, damage and harm to myself arising directly or indirectly, or in any way incident to, in connection with this Agreement or the work performed thereunder. I also hereby individually and on behalf of my heirs, executors and assignees, release and hold harmless the City, its officials, employees and agents and waive any right of recovery that I might have to bring a claim

or a lawsuit against them for any personal injury, death or other consequences occurring to me arising out of this Agreement or the work performed thereunder.

LIABILITY COVERAGE: I understand that the City is self insured through the Washington Cities Insurance Authority (WCIA) for liability coverage. Volunteers performing within the scope of their assigned duties as authorized by the City are afforded the same coverage as City employees under the City's liability coverage with WCIA. I am fully aware that a volunteer's intentional misconduct is not protected or covered by the City or WCIA.

COMPLIANCE WITH LAW: I agree that, at all times material to this Agreement, I shall comply fully with any and all relevant federal and state laws, local ordinances, and any other applicable rules, regulations and guidelines applicable to this Agreement and the services specified hereunder.

BINDING EFFECT: Upon execution, this Agreement shall have been duly entered into by the Parties, will constitute as against each party a valid, legal, and binding obligation, and will be enforceable against each party in accordance with the terms hereof.

INTEGRATION: This Agreement, together with any exhibits thereto, contains the entire contractual relationship between the Parties with respect to the subject matter hereof, and shall not be modified or amended in any way, except by a writing signed by the Parties hereto.

NON-WAIVER: Waiver by the City of one or more provisions of this Agreement shall not constitute a waiver as to any other provision.

TERMINATION AND EXPIRATION: This Agreement shall expire automatically on April 21, 2024, or upon full satisfaction of the work specified in Exhibit A hereof, whichever date is earlier. Either party may terminate this Agreement effective immediately upon written notice to the other party. Neither termination nor expiration shall affect Volunteer's obligations under Section 4 of this Agreement.

This agreement will be in effect for the duration of my volunteer services beginning this date.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

THE UNDERSIGNED CERTIFY THAT THEY HAVE READ THE FOREGOING AGREEMENT, THAT THEY HAVE HAD AN OPPORTUNITY TO REVIEW IT WITH THEIR ATTORNEY IF THEY SO CHOOSE, THAT THEY FULLY UNDERSTAND IT, AND THAT THEY ARE LEGALLY BOUND THEREBY.

|  |   |
|--|---|
| Volunteer Name:  | Volunteer Signature:  |
| Minors (younger than 18 years)<br>Parent's Signature Required: | Volunteer under age 14? YES/NO ( <i>If Yes, see agreement above</i> ) |

**City of Mukilteo  
11930 Cyrus Way  
Mukilteo, WA 98275**

## **Exhibit A**

### **1. OBJECTIVE:**

The objective of the community cleanup is to enhance the look and feel of Lighthouse Park by participating in the activities listed in Section 2 of Exhibit A.

### **2. ACTIVITIES:**

Volunteers will participate in several activities including trash removal, garden bed cleanup, raking, weeding, installing mulch, and pressure washing.

### **3. TIME COMMITMENT**

Volunteers are expected to volunteer as long as they would like between the hours of 9 AM – 1 PM.

## **Exhibit B**

Equipment used will include gloves, pick sticks, hand tools, buckets, pressure washers, rakes, trash bags, and mulch.