

MONTANA HERITAGE PRESERVATION AND DEVELOPMENT COMMISSION VOLUNTEER SERVICES AGREEMENT

This Volunteer Services Agreement (Agreement) is entered into by and between the Montana Heritage Preservation and Development Commission (Commission) and [REDACTED] (Volunteer).

The Commission and Volunteer agree to the following:

Section 1. PURPOSE

The purpose of this Agreement is to memorialize the volunteer relationship between the Commission and the Volunteer.

Section 2. LEGAL RELATIONSHIP BETWEEN THE PARTIES

The Commission and the Volunteer stand in the relationship of employer and employee for purposes of and as those terms are defined in Title 39, chapter 71, MCA. However, the Volunteer is not a salaried employee and is not entitled to wages and benefits.

Section 3. SUPERVISION

Elijah Allen and Leona Stredwick shall supervise the Volunteer. The Volunteer shall make all official contact with the Commission through his or her supervisor.

Section 4. SCOPE AND DUTIES

The Volunteer agrees to: be a volunteer for the Montana Heritage Commission/ State of Montana. This may involve cleaning, construction related to historic preservation, artifact cleaning and restoration.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

This Agreement takes effect upon execution and can be terminated at any time by either party for any reason.

Section 6. REIMBURSEMENT FOR EXPENSES ONLY

The Volunteer will perform volunteer services for civic, charitable, or humanitarian reasons. The Volunteer will not be compensated for any hours, duties, or volunteer services.

Reimbursement for pre-approved expenses relative to travel, meals, and lodging will be reimbursed at the rate paid to state employees pursuant to Title 2, Chapter 18, Part 5, MCA. Payment will be made on a monthly basis upon submission of a completed and approved State of Montana Travel Expense Voucher.

Section 7. MATERIALS AND EQUIPMENT TO BE FURNISHED BY THE COMMISSION

The following types of supplies, materials, and equipment will be furnished to the Volunteer for performance of their volunteer services. The Volunteer agrees to treat the supplies, materials, and equipment with reasonable care. The Volunteer shall report lost or stolen supplies, materials, and equipment immediately to his or her supervisor.

Section 8. TRAINING TO BE FURNISHED BY THE COMMISSION

The Commission may provide the volunteer with training that is applicable to their duties.

Section 9. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, photos, information, data, and other materials prepared by the Volunteer under this Agreement are the property of the Commission, which has the royalty-free, exclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or part, such property and any information relating thereto. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the Commission.

Section 10. AMENDMENT

This Contract may not be enlarged, modified, amended, or altered except upon written agreement signed by both parties.

Section 11. TERMINATION

This Agreement may be cancelled or terminated without cause at the sole discretion of either party at anytime upon written notice to the other. Upon termination, the Volunteer shall return all supplies, materials, and equipment to his or her supervisor. The Commission shall reimburse the Volunteer for any authorized expenses incurred in performing volunteer services through the date of termination.

Section 12. HOLD HARMLESS AND INDEMNIFICATION

The Volunteer agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Volunteer or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Volunteer, except the sole negligence of the State, under this Agreement.

Section 13. EMERGENCY CONTACT

Name of Contact Phone Number

Section 14. WORKERS' COMPENSATION

The Commission shall provide the Volunteer with workers' compensation coverage during the course of the Volunteer's assistance.

Section 15. MINOR CHILDREN

If the Volunteer is a minor, the parent or guardian of a minor child volunteer, is solely

responsible for their minor child or children. This responsibility includes, but is not limited to, supervision, direction, safety, ensuring appropriate age related assignments, general welfare, and wellbeing.

Name of Minor Child (print) Age

Name of Minor Child (print) Age

Name of Minor Child (print) Age

Elijah Allen, Executive Director Date
Montana Heritage Preservation and Development Commission

Name (Volunteer) Date

Parent or Guardian (If under 18) Date

For Commerce Human Resources and Montana State Fund Use Only:

Send original signed agreement to : Department of Commerce
Human Resources
P.O. Box 20501
Helena, MT 59620-0501
