

# **CITY OF MARYSVILLE**

## **Policy for Worker's Compensation Coverage for Volunteers**

**Adopted 4/16/2013**

The purpose of this directive is to set forth the City's policy as it relates to the rules for work and worker's compensation coverage for persons volunteering service without pay to the City.

### **APPLICABILITY**

This policy applies to volunteers who are recruited and trained by City departments to perform official work on behalf of the City. This policy does **not** apply to volunteers within the Police and Fire departments. For purposes of this policy, a volunteer is defined as any person volunteering service without pay to the City for a City-sanctioned event or activity and is supervised by a full-time employee of the City. Per resolution 99-75 of the Marysville City Council, these volunteers will receive worker's compensation coverage should they be injured while doing volunteer work. Individuals performing work on City property or facilities, even if for the benefit of the City, without the City's knowledge or without supervision from City employees will not be considered volunteers for purposes of being covered by the City's worker's compensation program.

Furthermore, there shall be no workers compensation coverage for any organization as well as their members and volunteers who provide services to the city, but receive no compensation for such services. As an example, if a service club undertook a project (such as the clean-up and renovation of facilities at a city park), no person performing services on such project would receive workers compensation coverage and would be required to look to their own insurance or personal assets to pay for medical services if they were injured during the project. Additionally, there shall be no workers compensation coverage for individual volunteers who receive no compensation unless they are recruited and trained and supervised by full-time city employees as described above

### **IN GENERAL**

Volunteers which meet the above requirements for receiving worker's compensation coverage must be supervised by City employees and conform to the following rules. Supervisors shall ensure that:

- Volunteers are trained to perform their duties safely
- Volunteers are physically able to perform their duties
- Any personal protection equipment required for volunteer work is provided (by the volunteer) and in good working condition prior to allowing the volunteer to engage in the work
- Volunteers have any licenses or certifications that may be required for the jobs the volunteer is to perform
- Volunteers do not use City equipment in the course of their duties
- Volunteers have completed a volunteer registration form (attached)
- Volunteer work hours and duties be recorded should a claim be filed.

Volunteers who drive on City business must be properly licensed and insured. When a volunteer uses their personal vehicle for City business, the volunteer's personal insurance will cover costs arising from the volunteer's negligence.

In all cases, the City reserves the right to reject claims submitted by a volunteer, depending on the particular circumstances surrounding the claim.

**CITY OF MARYSVILLE  
VOLUNTEER PARTICIPATION AGREEMENT**

I, \_\_\_\_\_, volunteer to serve as \_\_\_\_\_ with the  
\_\_\_\_\_ of the City of Marysville for the period of  
\_\_\_\_\_ to \_\_\_\_\_.

I agree:

1. To perform the tasks outlined in the attached description of my Volunteer Assignment to the best of my ability
2. To work under supervision provided by the City
3. To observe the same rules and policies as paid staff
4. To refrain from any type of solicitation among staff or citizens
5. To avoid restricted areas or activities unless I am requested to with my supervisor
6. To observe all safety rules and use care in the performance of my assignments
7. To perform my assigned tasks and to conduct myself in a manner which is a credit to me; which benefits the City of Marysville, its citizens, its employees, and volunteers; which helps the City of Marysville achieve its goals and objectives

I agree that, upon written notice to me, the City of Marysville may terminate my Volunteer Assignment for any cause or no cause.

I certify that I have read and understand the attached description of the Volunteer Assignment and potential hazards/risks for this assignment. I further certify that I have voluntarily applied to participate in performing the assignment with the knowledge that there is some risk that I may be injured in the course of performing these services.

I further certify that I am capable of performing these services and know of no physical condition which would preclude the performance of those services. If I cannot complete the project or otherwise meet my commitment, I will notify my supervisor immediately.

I certify that I am not an employee of the City of Marysville

I have been advised that, by resolution of the City Council, the City has extended its worker's compensation coverage to volunteers, and I agree to accept that coverage. I understand that, under worker's compensation laws, worker's compensation benefits will be the sole and exclusive remedy if I am injured while engaged in or performing these volunteer services.

With the exception of worker's compensation benefits as set out above, I hereby agree that I, my heirs, guardians, legal representatives and/or assigns will not make a claim against, or file an action against, the City of Marysville or any of its agents, officers, or employees for injury or damage resulting from negligence, howsoever caused, by any employee, agent, or officers, and employees from all actions, claims, and demands that I, my heirs, guardians, legal representatives and/or assigns now have or may hereafter have for injury or damage resulting from my participation in these volunteer activities or services.

I further acknowledge that the City is not required to indemnify me against a claim for punitive damages except as authorized by the City Council pursuant to Government Code Section 825 (b). I agree to defend and indemnify the City in any claim or action arising from my actions that are outside the scope of my volunteer duties. I acknowledge that loss or damage of personal property used while providing volunteer services is not reimbursable under City regulations.

I have carefully read this agreement and fully understand its content. I am aware that this is a partial release of liability and a contract between myself and the City of Marysville and sign it of my own free will.

Date: \_\_\_\_\_ Volunteer Signature: \_\_\_\_\_

Date: \_\_\_\_\_ City Manager Signature: \_\_\_\_\_

This form must also be signed and dated by the parent or guardian if the volunteer named above is under 18 years of age. If driving will be a part of the volunteer work, a copy of the volunteer's driver's license and information about the volunteer's car liability insurance must also be submitted.