

MILLCREEK, UTAH
RESOLUTION NO. 22-04

**A RESOLUTION ADOPTING A VOLUNTEER POLICY AND PROCEDURE MANUAL
KNOW AS THE VOLUNTEER HANDBOOK**

WHEREAS, the Millcreek Council (“*Council*”) met in regular session on February 14, 2022 to consider, among other things, approving a resolution to adopt a Volunteer Policy and Procedure Manual known as the “Volunteer Handbook;” and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Millcreek to adopt a volunteer policy and procedure manual known as the Volunteer Handbook a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Volunteer Handbook is hereby approved and the City staff is hereby directed to implement the Volunteer Handbook.

This Resolution assigned No. 22-04, shall take effect immediately on passage.

PASSED AND APPROVED by the Millcreek Council this 14th day of February 2022.

MILLCREEK COUNCIL

By: _____
Jeff Silvestrini, Mayor

ATTEST:

Elyse Sullivan, City Recorder

Roll Call Vote:		
Silvestrini	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Jackson	Yes	No
Uipi	Yes	No



VOLUNTEER HANDBOOK

Dear Volunteer,

We extend you a warm welcome and thanks for volunteering. We are grateful that you have chosen to share your talents with the city. Volunteers like you are one of the keys to helping provide great services and programs. We value your contribution of time and service to the city. The purpose of the volunteer handbook is to provide you some basic information and responsibilities of a volunteer.

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Updated December 2021

**Millcreek City Hall • 3330 South 1300 East • Millcreek, Utah 84106
801-214-2700 • millcreek.us**

Section 1: The Volunteer Program

1.1 Overall Policy on Utilization of Volunteers

The achievement of the goals of the city is best served by the active participation of residents of the community. To this end, the city has established a volunteer program that encourages the involvement of volunteers at all appropriate programs and activities.

1.2 Purpose of Volunteer Policies

The purpose of this policy is to provide overall guidance and direction to city employees and volunteers engaged in volunteer activities. These policies are intended for internal management guidance only, and do not constitute, either implicitly or explicitly, a binding contractual or personnel agreement. The city reserves the exclusive right to change any of these policies at any time and to expect adherence to the changed policy.

1.3 Scope of Volunteer Policies

These policies apply to all volunteers in all programs and projects undertaken on or on behalf of the city.

1.4 Role of the Volunteer Management

The departments utilizing volunteers shall bear primary responsibility for planning for effective volunteer utilization, for assisting city employees in identifying productive and creative volunteer opportunities, for recruiting suitable volunteers, and for tracking and evaluating the contribution of volunteers to the city.

1.5 Definition of Volunteer

A volunteer is anyone who without compensation or expectation of compensation beyond reimbursement of expenses performs a task at the direction of and on behalf of the city. A 'volunteer' must be identified and listed on the volunteer list maintained by the city prior to performance of any task. Volunteers are subject to the same rules and regulations as salaried employees.

1.6 Employees as Volunteers

The city does not accept the services of a city employee as volunteers if such services are the same type of which the employee is employed to perform for the city. For purposes of the preceding sentence, the phrase "same type of services" means similar or identical services as determined by the City Manager or his/her designee. The decision of the City Manager or his/her designee may not be appealed.

1.7 Service at the Discretion of the City

The city accepts the service of all volunteers with the understanding that such service is at the sole discretion of the city.

The volunteer may at any time, for whatever reason or no reason, decide to sever the volunteer's relationship with the city. Notice of such a decision should be communicated as soon as possible to the volunteer's supervisor.

1.8 Volunteer Rights and Responsibilities

Volunteers are a valuable resource to the city. If a volunteer signs a volunteer service agreement and participates in an approved volunteer program, then the volunteer shall be entitled to the following benefits:

- a) Medical reimbursement under workers' compensation for any injuries sustained by the volunteer while engaged in the performance of any authorized volunteer service for the city;
- b) Liability protection normally afforded city employees, as provided in the Governmental Immunity Act of Utah, as amended from time to time;
- c) Such other benefits as may be authorized by law, the council or policy and procedure.

Volunteers shall not operate city owned vehicles or equipment, unless authorized in writing by the City Manager or his/her designee. If authorized the volunteer will be entitled to mileage reimbursement for use of a private vehicle at the then current rate paid to employees.

1.9 Scope of Volunteer Involvement

Volunteers may be utilized in all programs and activities but should not be utilized to displace any paid employees from their positions.

Section 2: Volunteer Management Procedures

2.1 Maintenance of Records

Records of volunteers will be maintained as required by the Government Records Access and Management Act and the city record retention policy.

2.2 Conflict of Interest

Volunteers shall comply with the Municipal Officers' and Employees' Ethic Act. This act requires written disclosure statements made before service begins, when circumstances change that requires disclosure, and as such other time as required by law. A complete copy of this act can be found on the city's volunteer home page located at millcreek.us.

2.3 Representation of the City

Volunteers shall not have authority to expend or commit to the expenditure of public funds without the City Manager or his/her designee's approval. Volunteers shall not have authority to make public statements to the press, coalition or lobbying efforts, or statement on social media regarding official statements or positions of the city.

2.4 Confidentiality

Volunteers are responsible for maintaining the confidentiality of all proprietary or privileged information to which they are exposed while serving as a volunteer.

2.5 Minors

Volunteers who have not reached their age of majority must have the written consent of a parent, guardian, or responsible person prior to volunteering. The volunteer services assigned to a minor shall comply with all appropriate requirements of child labor laws.

2.6 City's Drug/Alcohol Policy

All volunteers shall comply with the City's Drug/Alcohol Policy set forth on page 38 in the employee handbook, effective July 8, 2019. A complete copy of this policy can be found on the city's volunteer home page located at millcreek.us.

2.7 Code of Conduct

All volunteers shall comply with the City's Code of Conduct, Harassment, Discrimination and Retaliation, Tobacco-Free and Violence -Free Workplace policies as set forth on pages 28 – 37, and 43 in the employee handbook, effective July 8, 2019. Complete copies of these policies can be found on the city's volunteer home page located at millcreek.us.

2.8 Criminal Records Check

As appropriate for the protection of the public and at-risk, vulnerable individuals, volunteers in certain assignments/positions may be asked to submit to a criminal background check. If a volunteer is asked to submit a criminal background check and refuses, then they may be refused an assignment/position. Volunteers will be reimbursed for the cost of a criminal background check.

Definitions

At-Risk Vulnerable Individuals: A child/minor, or adult who has a mental or physical impairment which substantially affects that individual's ability to provide personal protection, provide necessities such as food, shelter, clothing, or medical or other health care, obtain services necessary for health, safety, or welfare, carry out the activities of daily living, or manage the adult's own resources.

Criminal Background Check: An original or copy, dated no older than one hundred eighty days prior to the date of the application, of verification by the Utah Department of Public Safety Bureau of Criminal Identification that no criminal history rising to the level of a disqualifying status exists for the applicant.

Criminal Conviction: The final judgment of a conviction, whether by a plea of no contest, a plea of nolo contendere, a plea of guilty, or entry of a judicial or jury finding of guilt, which has not been set aside on appeal or pursuant to a writ of habeas corpus.

Disqualifying Status: A criminal conviction of a felony or a class A drug offense within the last ten years.

Section 3: Volunteer Supervision and Evaluation

3.1 Requirement of a Supervisor

Each volunteer must have a clearly identified supervisor who is responsible for direct management of that volunteer. This supervisor shall be responsible for day-to-day management and guidance of the work of the volunteer and shall be available to the volunteer for consultation and assistance.

3.2 Volunteers as Volunteer Supervisors

A volunteer may act as a supervisor of other volunteers, provided that the supervising volunteer is under the direct supervision of a city employee.

Section 4: Volunteer Support and Recognition

4.1 Reimbursement of Expenses

Volunteers may be eligible for reimbursement of reasonable expenses or mileage reimbursement for use of a private vehicle incurred while undertaking business for the city if the expenses are authorized in advance by a City Department Head.

Section 5: Volunteer Resources

5.1 How to Volunteer

The city gladly accepts both individual and group volunteers. Interested individuals and groups must submit the following documents **prior** to performing any duties of an assigned volunteer position.

- Volunteer Agreement – Page 7
- Consent, Media Release and Liability Waiver – Page 8
- Disclosure of Private Business Interests – Page 9

Completed documents must be submitted using one of the following methods:

1. Via webform online at millcreek.us/volunteer;
2. Returned by email to volunteer@millcreek.us;
3. Dropped off to the Information Center located at City Hall;
4. Via QR Code provided the day of event.

5.2 Volunteer Management Platform

TBD

5.3 Americans with Disabilities Act

In accordance with the requirements of the Americans with Disabilities Act (ADA), the city will make reasonable accommodations for volunteer participation. Individuals may request assistance by contacting the ADA Coordinator at 801-214-2751 or khansen@millcreek.us.



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Appendix A: Volunteer Agreement

Volunteer/Group Name: _____
(please print)

Volunteer Position/Duties: _____

Address: _____
(Street or PO Box) (City) (State) (Zip)

Phone: _____ **Email:** _____

Age: *(for volunteers under 18 years of age)* _____

Millcreek volunteers are subject to the same rules and regulations as salaried employees. This is because as a volunteer, you represent the city to the public. The following policies and procedures are in place to protect you and guarantee the success of the city volunteer program.

By signing below, I acknowledge and agree that:

- I have read, understand, agree, and will comply with the policies, procedures, and expectations outlined in the Millcreek volunteer handbook.
- I have read, understand, agree, and will comply with Millcreek’s Drug and Alcohol Policy as outlined in the employee handbook.
- I have read, understand, agree, and will comply with Millcreek’s Code of Conduct, Harassment, Discrimination and Retaliation, Tobacco-Free Workplace and Violence-Free Workplace policies as outlined in the employee handbook.
- I have read, understand, and completed the attached Consent, Media Release and Liability waiver.
- I have read, understand, and completed the attached Disclosure of Private Business Interests statement.
- If requested by the city, I will provide a Criminal Records Check prior to performing any duties of my assigned volunteer position.
- I understand I will not receive monetary compensation or any benefits for my volunteer services or time, nor will I be considered an employee of the city (except as outlined in the Liability waiver).

I have carefully considered my decision and the benefits and risks involved and hereby give my informed consent to participate in all volunteer activities. I have read and understand the Volunteer Agreement and I voluntarily agree to the above provisions.

Signature: _____ **Date:** _____

Parent/Guardian’s Printed Name (if under the age of 18): _____

Parent/Guardian’s Signature: _____

Appendix B: Consent, Media Release and Liability Waiver

Please read each section carefully and provide your signature and date to complete the form.
Volunteers under 18 years of age must have parental or guardian consent prior to volunteering.

CONSENT

I have read, understand, and agree to the terms outlined in the Volunteer Handbook. By my signature, I declare my understanding and intent to fulfill all parts of this contract and the regulations laid out in the volunteer agreement. I agree to represent Millcreek as a volunteer with appropriate accordance to professional conduct, always acting with respect and decency to all citizens.

MEDIA RELEASE

All volunteers consent to use of their image in film and/or photos that may be used by Millcreek for marketing and promotional purposes.

LIABILITY

While performing volunteer work assignments and duties, I understand that I shall be deemed an employee of Millcreek only for the purpose of the following liabilities and insurance coverage:

- a) Medical benefits under Worker’s Compensation for any injury sustained while engaged in performance of any service;
- b) Properly licensed operation of Millcreek vehicles or equipment, if authorized;
- c) Liability protection normally afforded salaried employees.

I hereby release Millcreek, its agents, and its employees from any liability or obligation arising from, or in connection with, my volunteer services.

Date: _____

Printed Name: _____ Signature: _____

Parent/Guardian’s Printed Name (if under the age of 18): _____

Parent/Guardian’s Signature: _____

MILLCREEK USE ONLY

Criminal Records Check required? Yes No | Approved Denied

Volunteer Committee: _____

Volunteer Position: _____ Volunteer Supervisor: _____
(please print)

Supervisor Signature: _____ Date: _____

Appendix C: Disclosure of Private Business Interests

Under the provisions of the Municipal Officers' and Employees' Ethics Act (Utah Code 10-3-1301 et seq.), the undersigned, under penalties of perjury, make the following statement regarding his/her private business interests.

This statement must be filed by all volunteer members of special, regular, or full-time committees, agencies, or boards of the City who are officers, directors, agents, or employees or the owner of a substantial interest in any business entity which is subject to regulation of the City.

After you file this disclosure, if your position in a business entity changes, or the value of your interest in a business entity changes significantly, you must file a new disclosure statement. For purposes of this disclosure, "substantial interest" means the ownership, either legally or equitably, by an individual, the individual's spouse, or the individual's minor children, of at least 10% of the outstanding shares of a corporation or 10% interest in any other business entity. **Note disclosure does not prohibit your involvement as a volunteer.**

The undersigned certifies that the following information is true and correct to the best of my knowledge:

- 1) Do you, your spouse, or your minor children, in combination, have a ten percent (10%) or greater ownership interest in any limited partnership or other business entity that is regulated by the City?
 Yes No
- 2) Do you, your spouse, or your minor children, in combination, have a ten percent (10%) or greater ownership interest in any limited partnership or other business entity that has a matter before the City Council, Planning Commission, or other city board, commission, or committee?
 Yes No
- 3) If you answered "Yes" to any of the above questions, please provide the following information for each business interest on the back of this form (attach additional sheets if necessary).
 - a) The name of the business entity.
 - b) The address of the business entity.
 - c) The principal activity engaged in by the business activity.
 - d) That nature of your position or the interest held in the business entity.
 - e) Brief description of the transaction as to which service is rendered or is to be rendered and of the nature of the service performed or to be performed.

I swear and attest under penalty of perjury that the information provided by me in this disclosure statement is true and correct, and that all of my outside employment and outside business interests have been disclosed in writing on this statement.

Dated this ____ day of _____, 20____. *Signature:* _____

Print Name: _____

***Notary Public required ONLY if you answered "Yes" to any of the above questions.**

Subscribed and sworn before me this _____ day
of _____, 20____.

Notary Public

This is a financial disclosure statement only. Additional disclosures or restrictions may apply if your financial, business or professional activities conflict with your City responsibilities.

Name of the business entity:	
Address of the business entity:	
Principal activity engaged in by the business activity:	
Nature of your position or the interest held in the business entity:	
Brief description of the transaction as to which service is rendered or is to be rendered and of the nature of the service performed or to be performed:	

Name of the business entity:	
Address of the business entity:	
Principal activity engaged in by the business activity:	
Nature of your position or the interest held in the business entity:	
Brief description of the transaction as to which service is rendered or is to be rendered and of the nature of the service performed or to be performed:	

Name of the business entity:	
Address of the business entity:	
Principal activity engaged in by the business activity:	
Nature of your position or the interest held in the business entity:	
Brief description of the transaction as to which service is rendered or is to be rendered and of the nature of the service performed or to be performed:	