



**COOPERATING ASSOCIATION AGREEMENT
BETWEEN
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
THE BACK COUNTRY HORSEMEN OF WASHINGTON
Agreement No. CA 527-026**

This Agreement is between Washington State Parks and Recreation Commission (hereinafter referred to as "State Parks,"), and Back Country Horsemen of Washington, a non-profit organization, (hereinafter referred to as "BCHW").

It is the purpose of State Parks to preserve, interpret, and manage its properties for the benefit, education, and enjoyment of the people of the state; and

State Parks desires to enhance its programs and services; and

State Parks is authorized to use volunteers to supplement and not supplant, work customarily and historically performed by State Parks employees; and

BCHW's Mission is to support and to enhance recreational trail opportunities throughout the state; and

BCHW and State Parks recognize the value of the successful implementation of this Agreement; and

Both Parties also recognize that, besides the tangible benefits to BCHW and State Parks, the citizens of the State of Washington and the visitors to State Parks will benefit immensely from the successful provision of quality services by BCHW;

NOW, THEREFORE, under the authority of RCW 79A.05.070(2) and in consideration of the above and other mutual benefits which will accrue to State Parks and BCHW, the parties agree to the following:

SECTION I – SCOPE OF SERVICES

1. AUTHORIZATION

State Parks hereby authorizes BCHW to provide the following services to the visiting public at state parks, Subject to the terms and conditions stated in this Agreement.

2. BACKGROUND

This is a new Cooperative Agreement with Back Country Horsemen of Washington (BCHW), replacing the expired Agreement CA 921-055. Both parties have expressed interest in continuing the partnership. Washington State Parks and Recreation Commission have long been contributors to the quality of life for the state's residents and visitors. Recreation is recognized as a priority of government, and the state has a legacy of valued partnerships involving the natural environment. Washington's state parks are

natural gathering places for families, youth, seniors, and the full spectrum of our state's population.

It is in the interest of Washington's citizens that State Parks and BCHW establish an ongoing partnership to enhance opportunities for Washington residents and visitors to participate in trail related recreational opportunities.

State Parks fosters outdoor recreation and education statewide to provide enjoyment and enrichment for all and a valued legacy to future generations.

Part of the mission of BCHW is to promote advocacy, education, and to encourage and solicit active participation in the wise use of the backcountry resource by horsemen and the general public commensurate with its heritage and to assist the state in the maintenance and management of the backcountry resources.

3. ACTIVITIES BY BCHW

The purpose of this agreement is to establish a partnership between BCHW and State Parks to develop programs of mutual organizational and public benefit, and to foster appreciation of the state's recreational resources.

Programs and Facilities:

DEVELOP PROJECTS TO BENEFIT BACKCOUNTRY TRAILS IN WASHINGTON STATE PARKS.

In general, BCHW in coordination with State Parks will sustain and facilitate the provision of volunteer labor to enhance and maintain trails and equestrian access to trails on Washington State Parks-owned and managed backcountry trail systems. This includes, but may not be limited to maintaining tread, brushing, trail structure maintenance, and signage maintenance and enhancement. Project-specific scopes of work will be developed in coordination with State Parks on a case-by-case basis. No work may be conducted unless provided for through a Task Order, a sample of which is attached and made part of this agreement as Attachment 1. No material, labor, or facilities will be furnished by State Parks, unless otherwise provided for in the Task Orders. All work performed by or under the direction of BCHW pursuant to this Agreement and any related Task Orders must be reasonably satisfactory to State Parks.

4. COMMUNICATION

Share information to actively increase recreational opportunities throughout the state and provide for a continuous exchange of ideas through an open channel of communication. This will occur through on-going communication between the party's via telephone and email, through the sharing of newsletters and other publications and meetings to develop recreational opportunities for the enjoyment of horses for the riding public in Washington's backcountry and wilderness area.

5. EXECUTIVE COMMITMENT

Executive management of both agencies enthusiastically supports this partnership and recognizes that successful implementation requires allocation of resources. To maintain

that support, these agency leaders expect to receive adequate briefings on proposed projects/programs. Each Party's involvement is contingent on available staff and funding.

6. COMPENSATION

Commitment of funds in furtherance of the services to be provided by BCHW will be authorized by individual Task Orders that will identify each project or group of projects. Payment to BCHW for services rendered under this Agreement shall be as set forth in individual Task Orders.

Where Task Orders require payments by State Parks, payment shall be based upon billings supported by documentation of units of work actually performed and amounts earned, unless otherwise provided in the applicable Task Order, including, where appropriate: the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in the Task Order or approved in writing in advance, State Parks will not reimburse BCHW for any costs or expenses incurred by BCHW in performance of the services contemplated in this Agreement.

7. CONTACT PERSONS

For the purpose of the day-to-day management of this Agreement, State Parks and BCHW shall each appoint a representative to act as a liaison between the parties. Unless otherwise designated in writing, BCHW liaison shall be the President of its Board of Directors. Unless otherwise designated in writing, the State Parks liaison shall be the Trails Program Manager. The contact information for both parties is as follows until changed.

**WASHINGTON STATE PARKS AND
RECREATION**

Paul Knowles, Trails Program Manager
PO Box 42650
Olympia, WA 98504-2650
Phone: (509) 850-7904
Email: Paul.Knowles@parks.wa.gov

**BACK COUNTRY HORSEMEN OF
WASHINGTON**

Dana Chambers, President
PO Box 1132
Ellensburg, WA 98926-1901
Phone: (206) 498-6952
Email: President@bchw.org

8. All notices and other communications required or permitted to be made or given to a Party in connection with this Agreement and any related Task Orders shall be submitted electronically (i.e. email) to such party's email address as specified herein. Each such notice or communication shall be effective when received.

SECTION II – General CONDITIONS

DEFINITIONS -- As used throughout this Agreement, the following items shall have meaning set forth below:

“State Parks” shall mean the Washington State Parks and Recreation Commission, a state government agency, or any division, section, office, unit or other entity of said Commission, or any of the officers or other officials lawfully representing said Commission.

“BCHW” shall mean the nonprofit organization, or other entity performing services under this Agreement, and shall include all personnel (employees or volunteers) thereof.

ACCESS TO PREMISES

State Parks shall have the right of access to any portion of the premises at any time by any of its officers, agents or employees to ensure compliance with the terms of this Agreement, or for any other reason in carrying out its responsibilities for operation of the facility.

ADVERTISEMENT

BCHW shall acknowledge State Parks in any advertising relating to activities undertaken pursuant to this Agreement. Any advertising or display materials shall clearly identify the Park or facility as a property of State Parks. State Parks shall acknowledge and promote BCHW in appropriate publications and announcements, in accordance with State Parks’ policies.

APPROVAL

This Agreement shall be subject to the written approval of State Parks’ authorized representative and shall not be binding until so approved. This Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

ASSIGNMENT

No transfer or assignment of this Agreement in whole or in part shall be made unless approved in writing by State Parks.

COMMUNICATIONS WITH THE MEDIA

1. When speaking to news media, members of BCHW are representing their group, understanding that the content and tone of their communications reflects upon the Washington State Parks agency. BCHW members shall refer the news media directly to State Parks staff to address issues and questions about State Parks’ status, policy or issues. It is the expectation of State Parks that BCHW generally communicates in alignment with agency mission and current messages.
2. BCHW and State Parks agree to work collaboratively to co-promote events and activities. BCHW will contact the Communications Office to coordinate media outreach and coverage and to provide details on events and activities sponsored by BCHW in parks.
3. BCHW’s social media is conducted independently by members of BCHW. State Parks and BCHW will work collaboratively to support and enhance one another’s social media efforts to effectively promote the park, park system activities and BCHW’s efforts, activities and accomplishments.

COMPLIANCE WITH LAWS

In the performance of this Agreement, BCHW shall comply with all applicable federal and state statutes and regulations, including, but not limited to, the Internal Revenue Code, Internal Revenue Service regulations and official guidances, Washington Statutes and Washington Administrative Code as now in effect or hereafter enacted or amended.

HOLD HARMLESS/ INDEMNIFICATION

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless for such liability. BCHW shall indemnify State Parks against any cause of action, claim, damage, cost of expense, including reasonable attorney's fees, arising from its management or operation, or from any breach or default by BCHW in the performance of this Agreement, or from any negligence or wrongful conduct of BCHW or its agents, during such events, programs, or projects. If any action or proceeding is brought against State Parks by reason of any such cause or claim, BCHW shall defend State Parks by counsel satisfactory to State Parks.

INSURANCE

BCHW will provide the State, prior to commencement of work, with evidence of liability and property damage insurance in amount not less than \$1,000,000 for bodily injury and \$500,000 for property damage per occurrence in effect throughout the work. Proof of insurance shall be in a form reasonably acceptable and approved by the State.

NONDISCRIMINATION

BCHW shall comply with all applicable federal and state nondiscrimination laws, regulations, and policies, including those of State Parks.

NOT EMPLOYEES OF STATE PARKS

BCHW and its personnel, acting under this Agreement, are not State Parks employees. BCHW personnel shall not engage in activities that could reasonably lead the visiting public to conclude that they are State Parks employees. Members of BCHW shall not supervise or otherwise direct the activities of State Parks employees. BCHW personnel shall not wear a State Parks uniform when acting on behalf of BCHW. BCHW personnel involved in public contact shall wear identification or uniform clothing showing BCHW affiliation while at the Park on BCHW business.

TERMINATION

This Agreement shall remain in effect during its full term unless earlier terminated by the parties. BCHW shall, at the same time, return possession of any and all equipment, material, and supplies owned by State Parks as soon as reasonably practicable, but under no circumstances beyond thirty (30) days after termination. Termination is classified as follows:

Automatic Termination

The Agreement shall terminate automatically if BCHW nonprofit status is lost or if its bylaws are amended so as to conflict with the intent of this Agreement.

Termination for Breach

Either party may terminate the Agreement for breach upon thirty (30) days written notice to the other party if, after such notice, conditions still exist contrary to the Agreement.

Termination for Convenience

Either party may terminate the Agreement upon ninety (90) days' written notice to the other party. The parties may by mutual written Agreement, terminate this Agreement at any time.

CONFLICT RESOLUTION

Any dispute arising out of the conduct of this Agreement shall first be attempted to be settled through negotiations by appointed representatives of the parties involved. Each party shall appoint a representative to a dispute panel. Those representatives shall mutually agree on a third person to chair the panel. The dispute panel, with the majority prevailing, shall thereafter make a nonbinding recommendation for resolution of the dispute. No organization shall have recourse to the courts unless an attempt has been made to settle the dispute under the mechanism described above.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

ENTIRE AGREEMENT

This Agreement, including referenced exhibits or operating plans, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

AMENDMENTS AND MODIFICATIONS

No provision of this Agreement or any Task Order may be amended, supplemented, waived, modified, discharged, terminated or otherwise varied orally, but only by an agreement in writing that specifically identifies the provision of this Agreement or the applicable Task Order that it purports to amend, supplement, waive, modify, discharge, terminate or otherwise vary and is signed by both of the Parties. No provision of this Agreement shall be varied or contradicted by oral communication, course of dealing or performance or other manner not set forth in an agreement in writing signed by both of the Parties.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

TERM

This Agreement shall commence on the date of the last signature of the parties and shall remain in force for a period of five years from the date of the last signature of the parties unless terminated sooner. This Agreement is subject to written extension or renewal by mutual consent.

BACKGROUND CHECK.

Pursuant to RCW 79A.05.030(10), any person with unsupervised access to children or vulnerable adults or entrusted with responsibility for collecting money due State Parks under this Agreement shall submit to a criminal background check as further provided under WAC 352-18.

IN WITNESS THEREOF, Back Country Horsemen of Washington and the Washington State Parks and Recreation Commission, by signatures of their authorized representatives below, do hereby execute this agreement.

**BACK COUNTRY HORSEMEN OF
WASHINGTON,
a Non-Profit Corporation**

Dana L Chambers

[Dana L Chambers \(Sep 8, 2025 11:51:39 PDT\)](#)

Signature

BCHW President

Title

09/08/2025

Date

**WASHINGTON STATE PARKS AND
RECREATION COMMISSION**

Manuel Iglesias

Signature

Manuel Iglesias, Contracts Manager

Title

09/11/2025

Date

Approved as to Form:

Andy Woo
Andy Woo, Assistant Attorney General

12/22/2022

Date

ATTACHMENT 1 Sample Task Order



WASHINGTON STATE PARKS AND RECREATION COMMISSION
CONTRACTS AND GRANTS PROGRAM

Task Order

TASK ORDER NUMBER:

CONTRACT NUMBER:

This Task Order is issued under the provisions of above-referenced Consultant/Contractor convenience contract. The services authorized are within the scope of services set forth in the Purpose of the contract. All rights and obligations of the parties shall be subject to and governed by the terms of the contract, including any subsequent modifications, which are hereby incorporated by reference. Note: All billings must include the contract and task order numbers.

PARK NAME:

PROJECT NAME:

STATEMENT OF WORK:

DELIVERABLE(S) AND DUE DATE(S):

Deliverables are subject to review and approval prior to payment.

(Attach additional sheets if necessary)

TASK START DATE		TASK END DATE		LIQUIDATED DAMAGES / TIME PERIOD	
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BUDGET		COST CODE:			
DESCRIPTION / TASK		QTY	UNIT	UNIT COST	TOTAL
1.					
2.					

State Parks shall pay an amount not to exceed

Both State Parks and the Consultant/Contractor are responsible for ensuring Task performed is within the scope of this Task Order. State Parks must monitor proper compliance with the terms of this Task Order and RCW 39.80 / RCW 39.26. Any changes or amendments to this Task Order must be in Writing and APPROVED by State Parks.

IN WITNESS WHEREOF, the parties have executed this Task Order.

CONSULTANT/CONTRACTOR AUTHORIZED REPRESENTATIVE SIGNATURE:	STATE PARKS APPROVAL:
	Manuel Iglesias, Contracts Manager
DATE:	DATE:
TASK MANAGER (print name):	TASK MANAGER (print name):
TELEPHONE NUMBER:	TELEPHONE NUMBER:
EMAIL:	EMAIL: