



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES (DNR)
AMENDMENT NO. 1
TO
AGREEMENT NO. 93.105521

PI: N/A

Funding Source: N/A

Grant Funded: Yes No

OMWBE: Small Business Veteran Owned Not Applicable

Procurement method (Select one, Exempt, NC – EXEMPT LEGISLATIVE (79.10.130 (g))). See DES Policy DES-140-00, section 5, item 7.

Statewide Vendor # (SWV): SWV0104452

Agreement No. 93-105521 by and between the WA STATE DEPARTMENT OF NATURAL RESOURCES (DNR) and BACK COUNTRY HORESEMEN OF WASHINGTON is amended as follows:

Section 1.0, Purpose, is hereby amended for Volunteer Labor Agreement and Operational Requirements subsection ONLY as follows:

Volunteer Labor Agreement and Operational Requirements: The COOPERATOR shall ensure that volunteers sign the COOPERATOR’s Registration Agreement prior to volunteer work. The COOPERATOR will ensure volunteer work is appropriate for their skills, training credentials, and limitations for safety purposes. The COOPERATOR will also ensure that staff and volunteers wear the required personal protective equipment for the associated tasks. Volunteer hours must be submitted no less than quarterly to DNR, unless the Parties agree upon a different submittal timeframe in writing. The COOPERATOR will provide the following information for each volunteer when submitting volunteer hours to DNR: worksite, description of work, volunteer names and contact information (email or phone number), number of hours worked, and date(s) worked. All volunteer records must be certified by the participant and/or crew leader. The COOPERATOR will post and maintain public closure and/or warning signage, at access points for both maintenance and construction projects *Form update date: 23.01.24*

utilizing volunteer labor, during the term of the project. DNR will provide digital template documents for temporary closure signage to the COOPERATOR. The use or sharing of volunteer hours as grant match will be stipulated, if applicable, in each individual work order under this Agreement.

Reason for the change is: To reduce duplicative volunteer hour tracking and specify volunteer hour reporting requirements to be provided to DNR.

Section 19.0, Insurance, Industrial Insurance (Workers Compensation) is hereby amended as follows: COOPERATOR shall comply with Title 51 RCW. For the purposes of this Section, volunteers working under this Agreement are volunteers of the COOPERATOR and not DNR. COOPERATOR waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. COOPERATOR waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

Reason for the change is: This change seeks to add clarity that volunteers working under this Agreement are not covered by DNR's workers compensation insurance.

Section 23.0, Nondiscrimination Requirement. is hereby amended as follows:

- a. Nondiscrimination Requirement. During the term of this Contract, CONTRACTOR, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, CONTRACTOR, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which CONTRACTOR, or subcontractor, has a collective bargaining or other Agreement.
- b. Obligation to Cooperate. CONTRACTOR, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that CONTRACTOR, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. Default. Notwithstanding any provision to the contrary, DNR may suspend CONTRACTOR, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until DNR receives notification that CONTRACTOR, including any subcontractor, is cooperating with the investigating state agency. In the event CONTRACTOR, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DNR may terminate this Contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. CONTRACTOR or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement Agreement.
- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, CONTRACTOR, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs

directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. DNR shall have the right to deduct from any monies due to CONTRACTOR or subcontractor, or that thereafter become due, an amount for damages CONTRACTOR or subcontractor will owe DNR for default under this provision.

Reason for the change is: This change is required by Department of Enterprise Services on all Contracts and Amendments.

(Reference ALL sections of the contract that will be changed by this amendment, such as the Scope of Work, Compensation, Period of Performance, Contract Manager, etc.)

The effective date of this Amendment is April 1, 2024, or the last date of execution, whichever is later.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties hereby execute this Amendment.

BACKCOUNTRY HORSEMEN OF WASHINGTON

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

Kathy Young 3/20/2024
Signature Date

Kristen Ohlson-Kiehn 3/20/2024
Signature Date

Kathy Young
Name

Kristen Ohlson-Kiehn
Name

Public Lands Chair
Title

Recreation & Conservation Division Manager
Title

P.O. Box 1132
Ellensburg, WA 98926
Address

1111 Washington St SE
Olympia, WA 98501
Address

206-551-7842
Telephone

360-701-9059
Telephone

Exhibit A – Work Order Template

DNR Contract #: **ENTER CONTRACT NUMBER**



WORK ORDER NUMBER # **ENTER WORK ORDER NUMBER** **to CONTRACT NUMBER #** **ENTER CONTRACT NUMBER**

PI: **Enter Program Index**

Funding Source: **Select One**

Grant Funded: Yes No

OMWBE: Small Business Veteran Owned Not Applicable

Procurement method (Select one): DES Statewide Contract **Enter DES Statewide Contract #**
 Direct Buy, Solicitation (**Enter Solicitation Type & Number**), Sole Source, Exempt, Emergency

This Work Order is executed under the Washington State Department of Natural Resources (AGENCY/DNR) and **Enter COOPERATOR Name** (COOPERATOR), Contract Number **Enter Contract Number** to identify specifications, deliverables, and provide for compensation of the completion of projects associated with carrying out the purpose and scope of the contract.

I. Project Title **Enter Project Title**

II. Project Summary

The purpose of this Work Order is to specify the terms and conditions by which the COOPERATOR will provide and DNR will reimburse for services and other expenses as outlined within.

Enter Project Summary.

III. Period of Performance

Subject to other provisions, the period of performance under this Work Order is from **Enter anticipated start date**, or date of execution, whichever is later, through **Enter contract end date**.

Exhibit A – Work Order Template

DNR Contract #: **ENTER CONTRACT NUMBER**

IV. Project Details

COOPERATOR shall furnish the necessary personnel and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

TASK(S)	DESCRIPTION
1.	
2.	
3.	
4.	

V. Deliverables

The COOPERATOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below.

DELIVERABLE	DEADLINE
1.	
2.	
3.	
4.	

All deliverables shall be submitted to the Project Manager by the date specified.

VI. Project Manager

The following staff are responsible for the administration of this Work Order:

COOPERATOR	DNR
Enter Project Coordinator Name	Enter Project Coordinator Name
Enter Name of COOPERATOR	Department of Natural Resources
Enter COOPERATOR Address	Enter Agency Address
Enter City, State & Zip	Enter City, State & Zip
Phone : Enter Phone Number	Phone: Enter Phone Number
Fax: Enter Fax Number	Fax: Enter Fax Number
Email address: Enter Email Address	Email address: Enter Email Address

VII. Budget, Compensation and Payment

Exhibit A – Work Order Template

DNR Contract #: **ENTER CONTRACT NUMBER**

The parties estimate that the cost of accomplishing the work outlined within will not exceed **Enter dollar amount in written form** (**\$Enter dollar amount in numeric form**). This amount is based on the following:

ITEM	DESCRIPTION	BUDGET
COOPERATOR staff		\$)
Expenses		\$)
Travel		\$)
Equipment		\$)
		\$)
TOTAL		\$)

COOPERATOR shall submit invoices **Enter monthly, quarterly, etc.** and as outlined in the Billing Procedures and Payment Section of the contract.

Invoices shall be submitted to DNR’s Contract Manager as identified in contract reference number **Enter contract number**.

Approval:

By signature below, the parties certify that the individuals listed in this document, as representatives of the parties, are authorized to act in their respective areas for matters related to this instrument.

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

ENTER NAME OF COOPERATOR

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES**

Signature **Date**
Enter Signatory Name

Name
Enter Signatory Title

Title

Enter Address

Enter City, State & Zip

Signature **Date**
Enter Signatory Name

Name
Enter Signatory Title

Title

Enter Address

Enter City, State & Zip

Exhibit A – Work Order Template

DNR Contract #: **ENTER CONTRACT NUMBER**

Address

Enter Phone Number

Telephone

Address

Enter Phone Number

Telephone

Exhibit B – Work Order Amendment Template

DNR Contract #: **ENTER CONTRACT NUMBER**



AMENDMENT NO. **ENTER AMENDMENT NUMBER**

TO

WORK ORDER NUMBER # **ENTER WORK ORDER NUMBER** **to CONTRACT NUMBER** **ENTER CONTRACT NUMBER**

PI: **Enter Program Index**

Funding Source: **Select One**

Grant Funded: Yes No

OMWBE: Small Business Veteran Owned Not Applicable

Procurement method (Select one): DES Statewide Contract **Enter DES Statewide Contract #**

Direct Buy, Solicitation (**Enter Solicitation Type & Number**), Sole Source, Exempt, Emergency

This Amendment to the above listed Work Order is executed under the Washington State Department of Natural Resources (AGENCY/DNR) and **Enter COOPERATOR Name** (COOPERATOR), Contract Number **Enter Contract Number** to identify specifications, deliverables, and provide for compensation of the completion of projects associated with carrying out the purpose and scope of the contract.

The above listed Work Order is amended as follows:

Project Title: **Enter Project Title**

Section **Enter Section #**, is hereby amended as follows: **Enter amended language**.

Reason for the change is: **Enter reason for change**.

Section **Enter Section #**, is hereby amended as follows: **Enter amended language**.

Exhibit B – Work Order Amendment Template

DNR Contract #: ENTER CONTRACT NUMBER

Reason for the change is: Enter reason for change.

Section Enter Section #, is hereby amended as follows: Enter amended language.

Reason for the change is: Enter reason for change.

The effective date of this Work Order Amendment is Enter anticipated start date, or the last date of execution, whichever is later.

ALL OTHER TERMS AND CONDITIONS of contract Enter Contract Number, subsequent amendments, and the above identified original Work Order, remain in full force and effect.

Approval:

By signature below, the parties certify that the individuals listed in this document, as representatives of the parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties have executed this Work Order Amendment.

ENTER NAME OF COOPERATOR

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES**

Signature	Date
<u>Enter Signatory Name</u>	
Name	
<u>Enter Signatory Title</u>	
Title	
<u>Enter Address</u>	
<u>Enter City, State & Zip</u>	
Address	
<u>Enter Phone Number</u>	
Telephone	

Signature	Date
<u>Enter Signatory Name</u>	
Name	
<u>Enter Signatory Title</u>	
Title	
<u>Enter Address</u>	
<u>Enter City, State & Zip</u>	
Address	
<u>Enter Phone Number</u>	
Telephone	