



**WORK ORDER BASED STATEWIDE COOPERATIVE
AGREEMENT**

Between

DEPARTMENT OF NATURAL RESOURCES (DNR)

CONTRACT # 93-105521

And

Back Country Horsemen of Washington

PI: Refer to specific Work Order

Funding Source: Refer to specific Work Order

Grant Funded: Yes No

This Statewide Cooperative Agreement (hereinafter called the Agreement) is between the Washington State Department of Natural Resources, hereinafter referred to as AGENCY/DNR/DEPARTMENT, and the below name firm, hereinafter referred to as COOPERATOR; and combined referred to as the "Parties".

DNR and the COOPERATOR enter into this Agreement under authority of Chapter 79.10 RCW, Land Management Authorities and Policy, Section 130, Scope of department's authorized activities.

Back Country Horsemen of Washington

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Federal Taxpayer Identification Number: 26-1581347

Statewide Vendor # (SWV): SWV0104452

1.0 Purpose: The purpose of this Agreement is to provide the master terms and conditions between the Parties to make the most efficient use of their powers by enabling them to cooperate

on the basis of mutual advantage, establish a framework, and facilitate the coordination and exchange of personnel, equipment, supplies, facilities, services and funds to better achieve each Party's management missions.

Statement of Mutual Benefit and Interests: In partnership with citizens and governments, the DNR mission is to provide innovative leadership and expertise to ensure environmental protection, public safety, perpetual funding for schools and communities, and a rich quality of life. The COOPERATOR's mission is to perpetuate the common sense use and enjoyment of horses in America's back country and wilderness; to work to ensure that public lands remain open to recreational stock use; to assist the various government and private agencies in their maintenance and management of said resource; to educate, encourage and solicit active participation in the wise use of the back country resources by horsemen and the general public commensurate with their heritage; to foster and encourage the formation of new chapters in the state organization. Coordination and sharing of resources and services would benefit both Parties, and support achieving their respective missions.

Both Parties recognize the critical need for better coordination of resources. Implementation of this Agreement will provide the collaborative framework to improve the effectiveness of work being conducted throughout the State to achieve each Party's management mission. This Agreement will promote the collaborative implementation of projects that will benefit from joint planning and funding.

In consideration of the above premises, the Parties agree as follows:

DNR and COOPERATOR shall:

1. Initiate Work Orders for coordination of resources as outlined within.
2. Provide funding and other agreed upon support (ex: non-cash contributions) for project(s) as detailed in the Work Order to include, but not limited to:
 - a. Recreation trail & facility maintenance
 - b. Recreation trail & facility renovation
 - c. Recreation trail & facility development
 - d. Recreation trail & facility decommissioning and restoration
 - e. Land management services compliant with 79.10.130 RCW
 - f. Volunteer recruitment, training and management
 - g. Other projects, services, or uses compliant with 79.10.130 RCW
3. Each Work Order will reimburse the other Party for the full cost of services, including the Party's federally approved indirect rate. Payment will be based on the actual expenses incurred, not to exceed the estimated amount shown in the approved Financial Plan and Reimbursement section for each Work Order. The COOPERATOR and DNR may amend any Work Order for additional services and budget.

The scope of work identified within each Work Order executed under this Master Agreement, when carried out on DNR owned or managed land or projects, will be consistent with applicable RCWs, WACs, other relevant local, state, and federal laws, regulations, and ordinances, DNR policies, procedures, plans, trail standards, best practices, guidelines, or any that DNR may

develop. The COOPERATOR will coordinate as well as mobilize all equipment, staff, crews and other resources in order to accomplish the Scope of Work outlined on each Work Order.

Guidance documents, state statutes (RCWs), State rules (WACs), and DNR policies, that can influence and be applicable to each Work Order, may include, but are not limited to: Public Use on DNR-Managed Trust Lands (PO10-002), Recreation Enforcement (PO11-002), Other Power-Driven Mobility Device (OPDMD) Use – Department Managed Recreation Facilities and Trails (PO11-003), Recreational Trails Policy (PO11-004) and any relevant guidelines or standards that may be developed from Policy PO11-004, Volunteer Program Policy (PO06-003) and DNR Volunteer Program Manual (September 2019), Trust Lands Final Habitat Conservation Plan (September 1997), Policy for Sustainable Forests (December 2006), State of Washington Natural Resources Conservation Areas Statewide Management Plan (September 1992), Natural Area Preserves Public Access (PO13-002), DNR's Statewide Recreation Sign Standards and Guidelines Manual, Chapter 4.24.200-210 RCW (Recreational Immunity), Chapter 43.30 RCW (Department of Natural Resources), Chapter 79.02 RCW (Public Land Management), Chapter 79.10 RCW (Land Management Authorities and Policies), Chapter 79.70 RCW (Natural Area Preserves), Chapter 79.71 RCW (Natural Resources Conservation Areas), Chapter 79.155 RCW (Community Forest Trusts), Chapter 197- 11 WAC (SEPA Rules), and Chapter 332-52 WAC (Public Access and Recreation). Copies of any policies and manuals listed above that are not available on DNR's external webpage will be emailed to the COOPERATOR for review before execution of this agreement.

All policies, statutes and regulations referenced above are subject to change. The DNR Contract Manager is responsible for ensuring that any such changes are provided to the COOPERATOR in writing for the duration of this agreement.

Trail Maintenance & Development Standards: The scope of work identified within each Work Order executed under this Master Agreement, when carried out on DNR owned or managed land, will be consistent with the following guidelines, when applicable, unless otherwise stipulated on the Work Order or through written communication by the DNR Project Manager.

Maintenance work will take place on designated trails/trail systems only. DNR should use trail standards developed by the United States Forest Service (USFS) as primary guidelines for trail design, construction, and maintenance. DNR may adopt trail construction guidelines, standards, best practices, and documents from other agencies and organizations, when appropriate, as additional primary guidelines. DNR will develop its own trail standards or best practices when primary guidelines are deemed insufficient or inapplicable. DNR will share new documents that are a result of developing its own standards or best practices, when applicable to a Work Order.

The USFS Standard Trail Plans and Specifications were developed to assist with trail design, construction, maintenance, inventory, condition assessment, and the assembly of trail construction plan packages. The USFS Standard Trail Plans and Specifications are comprised of USFS Standard Trail Drawings that show the location, type, dimensions, and details of trail work. The USFS Standard Trail Drawings are to be used as general guidelines, considering trail and site-specific needs. The USFS maintains a website with USFS Standard Trail Plans and Specifications, as a resource to be utilized by both Parties, found here:

[Standard Trail Plans and Specifications | US Forest Service \(usda.gov\)](#)

The USFS also publishes guidance for design considerations with an equestrian focus that may be applicable to a Work Order. This resource is to be utilized by both Parties as applicable and can be found here:

[Equestrian Design Guidebook for Trails, Trailheads, and Campgrounds | US Forest Service \(usda.gov\)](https://www.usda.gov/equestrian-design-guidebook-for-trails-trailheads-and-campgrounds)

Signage (Communicating Active Construction or Maintenance Activities): The COOPERATOR will acquire, post, and maintain appropriate warning or closure signage communicating work activities to the public and/or preventing access, for the entire period throughout which there will be trail or facility maintenance, development, or other project activities, including when staff are not present on a construction project. Visitor warning signage may be appropriate, on a case-by-case basis, where trails or facilities can remain open during maintenance activities, to serve as a notification to visitors that a trail segment or area of a facility is undergoing maintenance work and is compatible with allowing a managed method for visitors to pass through safely. DNR will supply visitor warning and/or temporary closure signage digital template documents to the COOPERATOR.

Trail & Facility Maintenance Best Practices: Required maintenance needs for trails and facilities are highly variable. The targeted service level, frequency and amount of visitation, use patterns on individual trail segments or facilities, climate and its impact on trails or facility conditions, history of how a facility was designed/developed or a trail's intended use and design/layout, among other factors can determine what work is necessary. Generally, basic maintenance tasks will involve removal of debris from the trail or facility surfaces and constructed amenities, cut out and removal of downed trees, trimming overgrown brush in the trail corridor or encroaching on a facility or viewpoint, cleaning out culvert debris, repairing culvert headwalls, rock armoring drains and general trail tread, repairing trail tread out-slope, repairing trail back-slope, and cleaning out and creating new trail drains. Consistent problematic trail sections or segments that require labor efforts beyond typical trail maintenance, such as, renovation/reconstruction work or re-routing should be proposed to the DNR Project Manager and will be approved in writing on a case-by-case basis. If a proposed project is difficult to determine if it warrants a definition of work type description beyond "maintenance" such as "renovation" or "reconstruction" the COOPERATOR should seek written approval from the DNR Project Manager before conducting the work. Trails and facilities may be open year-round and will require ongoing maintenance work with many different variables determining the appropriate maintenance service interval for each site or trail.

Trail Management Objective (TMO): Trails will be maintained according to their management intent. The TMO for each trail, a description of the planned purpose and management for a specific recreational trail or trail system based on management direction and access objectives, will help determine the appropriate type and level of maintenance conducted. Only designated trails, a recreational trail on DNR-managed lands, that is recognized and managed by DNR as part of a formal recreational trail system, should be maintained.

General Trail & Facility Maintenance Activities:
Terms and Technical Specifications.

Obstruction – Any natural or unnatural material, which because of its shape, size, location, or existence impedes, detours, prohibits or otherwise disturbs the normal movement of traffic along the travel way or within the facility.

Trail Tread – That portion of the originally constructed trail surface, used as a path of travel.

Trail Corridor – That portion of the originally constructed travel route above the trail tread typically extending approximately a minimum of three (3) feet wide and ten (10) feet high for obstructions within the trail way.

Rolling Drainage Dip – A water diversion improvement directing water to the out-slope, typically excavated at an appropriate length to also aid in an improved recreation experience or create a technical trail feature for some use types, consisting primarily of a non-abrupt simple low grade reversal to aid in water sheet flow across the trail.

Technical trail feature – Natural, enhanced, or constructed dirt, rock, or other imported materials used to enhance or alter the user experience, often to provide more play and more challenge.

Trail obstacle- May be naturally occurring objects, such as roots and rocks, which typically make the trail more challenging.

Clearing the Trail Corridor: Trail travel corridors are to be cleared of protruding brush/vegetation/limbs, downed trees, and other materials at an appropriate clearing width and height to allow unobstructed travel and appropriate sight lines for the intended users of the trail. Clearing can include removing all trees, logs, limbs, branches, shrubs, larger loose rocks, and other materials that obstruct designated use types within the travel way, cleaning out existing drainage dips, water-bars, turnpikes, culverts, or similar and removal of slides or sloughs that may present erosion potential by their continued existence. Material is to be completely removed from the trail tread so that it will not roll back onto the trail. Exceptions may be made where material is placed to slow, control, or route traffic. It may be necessary to install choke points with logs and/or rock to corral the trail and provide for the intended trail management objective. Brush along the trail should be cut off at the ground level so that it does not protrude into the trail tread and branches protruding in the travel way should be pruned to an appropriate height so that the allowed use types on the trail will not be obstructed. All material should be scattered randomly along the downhill side of the trail, while not blocking drains.

If a log, windfall, branches or shrubs are obstructing the trail corridor or portion of a facility, they will be cut to the clearing limits, a minimum distance typically of one foot horizontally from and perpendicular to the edge of the trail or facility. The portion of a log that remains on the uphill side of the trail or facility shall be firmly anchored to prevent sliding onto the trail or facility and/or moved across and away from the trail corridor or facility, if necessary. If a limb is to be removed from a standing, live tree, it will be sawn flush with the trunk or limb leaving no stubs. Axes will not be permitted for this work. Pruning live trees shall be done in a manner to prevent tearing of the bark.

Disposal. Cleared materials will be removed and disposed of by scattering randomly along the downhill side of the trail as typically to a minimum of four (4) feet from the centerline of the travel way. At facilities, cleared materials will either be removed to an off-site location, or if feasible,

scattered naturally within the adjacent natural setting of the facility, depending on the quantity and type of cleared materials and facility setting. Logs and brush will not be cut to even lengths and stacked or decked adjacent to the travel way or facility in uniform or unnatural patterns. Cleared debris will be disposed of out of sight of the trail or facility, wherever practical. Cleared materials will not be left in drains, turnpikes, culverts, ditches, storm water retention/drainage basins, or other trail or facility drainage features.

Trail & Facility Drains. Clean existing rolling drain dips, water bars, culverts, ditches, turnpikes, or similar by removing the soil, sediment, or debris that has accumulated in the drainage or within the culvert or ditch. On trails, remove blockages on the outer edge of the trail tread to allow water to flow away from the trail tread and off the trail travel surface and disperse to the surrounding environment. Maintenance may involve adding additional drains on trail segments approaching aquatic resources or other critical areas, to prevent or reduce sediment delivery by providing a larger buffer, in order to protect resources.

Trail Tread Out-slope and Back-slope. Proper maintenance of an out-sloped tread is one that is lower on the outside or downhill side of the trail than it is on the inside or bankside. Out-sloping lets water sheet across the trail naturally. The tread should typically be out-sloped at least 5 percent. Reshaping and out-sloping tread also involves removing and scattering berm materials that collect at the outside edge of the trail. The COOPERATOR shall maintain the tread at the designed width. Maintenance could include removing obstructions such as protruding roots and rocks on easier trails.

However, the COOPERATOR should only alter a trail's technical features and obstacles in accordance with the Trail Management Objective and any identified difficulty rating. Trail segments with sections that have been damaged by landslides, uprooted trees, washouts, or boggy conditions should be repaired, followed with compaction of trail tread and sections of back-slope that were reworked. On bench cut or hillside trails, slough is soil, rock, and debris that has moved downhill to the inside of the tread, narrowing the tread. Slough often needs to be removed, depending on the designed or targeted trail tread width and management objectives. Slides or sloughs that may present erosion potential by their continued existence or impair the trail tread and obstruct the travel way should be removed and/or repaired. The COOPERATOR shall re-establish trail back-slope, which should mimic the natural side slope surrounding terrain conditions, as needed.

Trail Surface Armoring and Tread Retention. When feasible, native rock materials will be used to armor drains, repair culvert headwalls, repair or renovate rock retention walls (typically less than 4' height), and harden and armor trail tread surfaces if resources are available on-site and use of those materials does not create resource damage. Non-native rock will be utilized, in the absence of native rock, when possible. Utilization of on-site or non-native wood products are generally not encouraged, unless rock options are not feasible given project logistics, project budget, or other reasons. DNR Project Manager approval for utilizing wood for retention, or other trail maintenance or renovation work, must be acquired before use. Rock should be installed in a manner so that it does not become unearthed or dislodged from the trail travel way using methods that bury rock at the appropriate mineral soil depth and anchoring with appropriately sized rock at the base or perimeter of the rock structure. Tread armoring and retention will be performed in a manner that attempts to address trail sustainability and durability issues and not to negatively affect the user experience.

Signage Maintenance and Repair. While conducting maintenance activities, the COOPERATOR, or directed volunteers, should examine all trail and recreation regulatory or informational signs at facilities and trails, and contact the DNR Project Manager with information on repair or replacement needs. If the sign is leaning or on the ground, the sign or post should be straightened and secured and/or attached to the signpost, kiosk, or similar, as appropriate.

Trail Construction (Clearing & Grading): The trail corridor, including felling of non-habitat identified dead standing hazard trees (typically at a distance of 1.5 tree lengths from trail centerline) and downed timber and debris will be cleared by certified professional laborers prior to any general volunteer labor work parties, for safety of workers during construction and for trail users, once the project is open to the public.

Trail construction will follow any trail routes depicted on the project map(s) in an Attachment B to each Work Order. Trail construction will require excavation and grading to mineral soil for sustainability and user experience. Trail construction may not be fully excavated to mineral soil on short sections where sufficient native rocks and tree roots will prevent erosion of the trail tread surface and provide a sustainable long-term sufficient tread surface. Proposed short trail segments utilizing minor alterations to native rock & tree roots for the travel route, will be discussed by the Project Managers for both Parties and approved in writing, to ensure a sustainable individual native trail segment construction plan is agreed upon. Site conditions vary, so each proposal will be evaluated on a case-by-case basis. Natural terrain rock features, where the trail tread utilizes solid rock will be considered an excavated and graded trail segment. All trail segments must be constructed with proper tread out-slope with sufficient drains and grade reversals in order to shed water and maintain water sheet flow off the trail.

Trail Construction & Renovation (Trail Structures): Trail culverts, boardwalks, bridges, or similar structures will be discussed by both Parties and approved in writing, prior to installation. Structure implementation decisions may include, but are not limited to: approving selection between installation of a culvert or rock armored crossing, appropriate culvert material type and sufficient diameter size for the proposed water crossing installation, length, height, design and/or engineered drawings and materials for any trail boardwalk or bridge installations, and rock retaining wall height. In general, culvert installations will target the following, unless otherwise stipulated, and agreed upon by the Parties, in writing: Culverts will be double wall plastic material, installed with a tapered inflow and outflow 2:1 bevel cut end with rock armored headwalls of sufficient size, typically ½ man size and larger, and installed with sufficient anchoring to prevent dislodgement over time. Rock walls will be limited to 4' height (at a 2:1 width to height ratio) unless local county building codes, or other agency with authority, have stricter requirements.

Adhere to Attachment B Project Map(s) and Details and USFS Standard Trail Plans and Specifications: Any features identified in a Work Order's Attachment B, which may include, but are not limited to: climbing turns, tread rock armoring, rock armored crossings, culverts, and trail bridges will follow general USFS Standard Trail Drawings, unless specific engineered or updated plans for the feature or structure are provided by DNR or, if necessary, per any guidelines that DNR may adopt or develop. If on site or delivered rock is not available for construction or maintenance, utilization of native log or dimensional lumber may be proposed to fulfill USFS Standard Trail Drawings instead of rock as a construction material and will be discussed and agreed upon by the Parties for approval, in writing, on a case-by-case basis. Rock is generally considered a longer-term building material versus wood, depending on factors such as, but not

limited to: the targeted feature type to be constructed, work site access, project budget, access to off-site materials and logistics, and availability of sufficient on-site rock and wood materials.

All new trail structures & features that become required during the adaptive trail construction process, in order to meet targeted trail deliverables, but have not been captured under the original Work Order's Attachment B: Project Map(s) and Details will be discussed by the Parties, and agreed upon in writing, for approval.

All use of rock as a maintenance or construction material, to fulfill any USFS Standard Trail Drawing structure, or any that DNR may develop, for purposes, such as, but not limited to: rock tread armoring, tread retention on steep slopes, turnpike ditch armoring, rock headwalls, rock steps, must be buried with sufficient depth and anchored with suitable sized rock, typically ½ man size or larger, to ensure no dislodgement over time.

Construction of natural terrain features (NTF) structure, such as, but not limited to: rock slopes, use of native erratic boulders for a trail feature or the tread surface, natural bowls, and native large timber surfaces, will adhere to USFS Standard Trail Drawings, or engineered plans provided by DNR, or any standards or guidelines that DNR may develop. NTF, using the native terrain for the trail surface with variable levels of modification required to create a suitable travel route, will be discussed and agreed upon by the Parties, in writing, with a specific construction plan discussed and documented on a case-by-case basis before ground breaking occurs. In general, native timber trail tread surfaces, utilized for the trail travel surface will be hewn with a flat surface and marked with indentations (typically referred to as "scored") with a checkerboard indentation cut pattern (usually implemented with a chainsaw creating shallow cut marks) with the intent to provide a surface with improved traction.

Permits & Stipulations: The COOPERATOR is responsible for compliance with best management practices for preventing soil loss and providing erosion control throughout construction and post construction for timeframes specified in permits. This includes any necessary materials to prevent soil loss, such as, but not limited to: rock to retain culvert headwall soil, gravel for trail tread surfacing, silt fencing, seed and wood straw, and any other materials agreed upon by the Parties, in writing. The COOPERATOR is expected to adhere to and comply to federal, state and local regulations, as well as permit requirements & stipulations, such as, but not limited to: Washington Department of Fish & Wildlife (WDFW) Hydraulic Project Approval (HPA), International Fire Precautionary Level (IFPL) restrictions and any applicable IFPL Waiver requirements, any required county building codes, and Executive Order 21-02: Tribal Governments and Department of Archeology and Historical Preservation (DAHP) compliance. Copies of applicable permits and documents, if applicable to the Work Order, will be provided to the COOPERATOR for helping to ensure compliance, upon written request by DNR.

Compliance with Executive Order 21-02 requires the following: Throughout the entire project area, the COOPERATOR will be familiar with and adhere to any applicable Inadvertent Discovery Plan that outlines procedures to follow if artifacts or cultural resources are discovered.

Wetland & critical areas delineation: comply with relevant county restrictions for trail or recreation facility construction adjacent to identified wetland and/or riparian zone setbacks and buffers.

Phased Construction & DNR Permission: The COOPERATOR will consult with the DNR Project Manager on prioritizing the order of construction on each trail segment, worksite, or recreation facility item, at an agreed upon project approval scale agreed to in writing by both Parties, and receive written approval to proceed, for the purposes of targeting phased public recreation resource openings to help ensure project success.

The COOPERATOR must obtain written permission from DNR Project Manager prior to breaking ground on each individual trail segment, worksite, or recreation facility item, at an agreed upon project approval scale by both Parties, to ensure full assessment of trail and recreation facility design and compliance with permits & best management practices.

Project Construction Site Access and Logistics: The COOPERATOR will adhere to any identified Construction Access Plan and decommission access routes after use, unless otherwise agreed upon in writing. The COOPERATOR will adhere to any identified construction schedule including all phases & milestones described in the Project Map(s) and Details, Attachment B for each Work Order.

Volunteer Labor Agreement and Operational Requirements: The COOPERATOR shall ensure that any volunteers sign the DNR & COOPERATOR's registration agreement and indemnification waiver prior to volunteer work, a copy of which will be attached to this contract as Exhibit D. 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 post and maintain public closure and/or warning signage, at access points for both maintenance and construction projects 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.

Project Communication & Media (Must Obtain Approval from DNR): The COOPERATOR shall coordinate with the DNR Project Manager and receive written approval from DNR prior to conducting public outreach and media outlet project announcements, including, but not limited to: website announcements, online blogs & message forums, social media, newspapers, magazines, and project videos. The COOPERATOR will consistently communicate with DNR on project schedule, progress and required DNR assistance.

Signage: The development and implementation of any signage that describes co-stewardship, construction, and/or collaboration between DNR and the COOPERATOR shall be approved by both parties. Approval for installation must be granted by DNR in writing.

IT IS MUTUALLY AGREED THAT:

Prior to implementation of this Agreement, the Parties executed several agreements for various services. The Parties mutually agree that no changes are required for those pre-existing agreements as these are stand-alone separate contract documents with terms and conditions as assigned within. It is further agreed, as these pre-existing agreements expire, the Parties will enter into Work Order Agreements, as needed, under the terms of this Agreement.

2.0 Work Orders. The Parties shall schedule meetings periodically to discuss and identify opportunities for mutually beneficial projects that meet the intent of this Agreement.

Each Work Order will provide the specifics related to an individual or a suite of projects, including a scope of work, identification of responsibilities, tasks, contract and project management contacts, scheduling and provide specific direction for the distribution and use of any funding, services and/or materials exchanged between the Parties.

Although linked under this Master Agreement, each Work Order will be executed using and in accordance with Exhibit A – Work Order and be tracked by a unique agreement number by each Party. Work Orders can be modified, as necessary, to account for changes in project focus and/or financing executed using and in accordance with Exhibit B – Work Order Amendment.

3.0 Period of Performance. This Agreement is effective as of July 1, 2023, or date of execution, whichever is later, and shall continue through June 30, 2027, unless terminated sooner as provided herein.

4.0 Compensation and Payment. The budget and specific arrangements for payment/reimbursement will be addressed in the individual Budget, Compensation and Payment section for each particular Work Order.

Each Work Order will reimburse the other Party for the actual cost of services, including each Party's federally approved indirect rate at the time of service. Payment will be based on the actual expenses incurred, not to exceed the estimated amount shown in the approved Financial Plan and Reimbursement Section for each Work Order.

5.0 Billing Procedures. The billing agency shall submit invoices in accordance with the individual Work Orders.

6.0 Records Maintenance. Each party shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred providing the services. These records shall be available for inspection, review, or audit by personnel of the parties, other personnel authorized by the parties, the Office of the State Auditor, and federal officials as authorized by law. The parties shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

7.0 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be 'works for hire' as defined by Title 17 U.S.C., Section 101 and shall be owned by equally by both

parties. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

8.0 Independent Capacity. The employees or agents of each party who are engaged in performing this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

9.0 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

10.0 Termination for Convenience. Either party may terminate this Agreement upon 30 calendar days' prior written (including email) notice to the other party. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

11.0 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing (including email).

12.0 Disputes. If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third party dispute resolution as the parties mutually agree to in writing.

13.0 Governance. This contract is entered into by the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable federal statutes and rules;
- (2) Washington state statutes and regulations.
- (3) This Agreement;
- (4) Individual Work Orders;

- (5) Individual Work Order Amendments; and
- (6) Any other provisions of this Agreement, including materials incorporated by reference.

14.0 Assignment. The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either Party, without the express prior written consent of the other Party. Neither Party shall unreasonably withhold consent.

15.0 Waiver. A Party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A Party's rights may only be waived through a written amendment to this agreement.

16.0 Harassment. Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-052 Sexual Harassment: https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf

17.0 Severability. The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

18.0 Responsibilities of the Parties/Indemnification. To the fullest extent permitted by law, Back Country Horsemen of Washington shall indemnify, defend (with counsel acceptable to DNR), and hold harmless DNR, its officials, agents, and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this Agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Back Country Horsemen of Washington's obligation to indemnify, defend, and hold harmless includes any claim by Back Country Horsemen of Washington's agents, employees, representatives, any subcontractor or its employees, or any third party.

However, Back Country Horsemen of Washington shall not indemnify, defend, or hold harmless DNR, its officials, agents, and employees for claims caused by or resulting from the sole negligence of DNR, its officials, agents, and employees and in the event of concurrent negligence by (1) Back Country Horsemen of Washington, its agents, employees, representatives, any subcontractor or its employees, or any third party and (2) DNR, its officials, agents, and employees, then Back Country Horsemen of Washington's obligation to indemnify, defend, and hold harmless DNR, its officials, agents, and employees shall be valid and enforceable only to the extent of Back Country Horsemen of Washington, its agents, employees, representatives, any subcontractor or its employees, or any third party's share of any concurrent negligence.

Back Country Horsemen of Washington waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its officials, agents or employees.

19.0 Insurance. Before using any of said rights granted herein and its own expense, Back Country Horsemen of Washington shall purchase and maintain, or require its agent(s)/subcontractor to purchase and maintain, the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

Back Country Horsemen of Washington shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement before using any of said rights granted herein. The description section of the certificate shall contain the Agreement Number and the name of the DNR Project Manager. Back Country Horsemen of Washington shall also provide renewal certificates as appropriate during the term of this Agreement.

Back Country Horsemen of Washington shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of Back Country Horsemen of Washington to have its subcontractors and agents comply with the insurance requirements contained herein does not limit Back Country Horsemen of Washington's liability or responsibility.

INSURANCE TYPES & LIMITS: The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: Back Country Horsemen of Washington shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's liability ("Stop Gap") Insurance: Back Country Horsemen of Washington shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: Back Country Horsemen of Washington shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising

out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." Back Country Horsemen of Washington waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): Back Country Horsemen of Washington shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. Back Country Horsemen of Washington 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. Back Country Horsemen of Washington waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

ADDITIONAL PROVISIONS:

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

Self-Insurance: If Back Country Horsemen of Washington is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that Back Country Horsemen of Washington's self-insurance meets all of the required insurance coverage of this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of Back Country Horsemen of Washington is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

Waiver: Back Country Horsemen of Washington waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

20.0 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.

21.0 Contract Management.

COOPERATOR Contract Manager Information	DNR Contract Manager Information
Kathy Young Back Country Horsemen of Washington P.O. Box 1132 Ellensburg, WA 98926 <i>Phone</i> : 206-551-7824 <i>Email address</i> : kyoung1735@gmail.com	Brody Coval Department of Natural Resources 1111 Washington St. SE Olympia, WA 98501 <i>Phone</i> : 253-293-0264 <i>Email address</i> : brodrick.coval@dnr.wa.gov

22.0 Project Manager. Project Manager for each Party will be identified in the individual Work Order for each project. All communications and billings related to each project will be sent to the Project Managers.

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 Agreement.

**BACK COUNTRY HORSEMEN OF
WASHINGTON**

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES (DNR)**

Kathy Young

7/6/2023

Kristen Ohlson-Kiehn

7/6/2023

Signature	Date
Kathy Young	
Name	
Public Lands Chair	
Title	
P.O. Box 1132	
Ellensburg, WA 98926	
Address	
206-551-7824	
Telephone	

Signature	Date
Kristen Ohlson-Kiehn	
Name	
Division Manager – Recreation and Conservation	
Title	
1111 Washington St SE	
Olympia, WA 98501	
Address	
360-701-9059	
Telephone	

Exhibit A – Work Order Template
DNR Contract #: 93-105521



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

This Work Order is executed under the Washington State Department of Natural Resources (AGENCY/DNR) and Back Country Horsemen of Washington (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**.

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. Enter work order title	

Exhibit A – Work Order Template

DNR Contract #: 93-105521

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 Back Country Horsemen of Washington	Enter Project Coordinator Name Department of Natural Resources
Enter Contractor 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

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		\$)
		\$)

Exhibit A – Work Order Template

DNR Contract #: 93-105521

TOTAL		\$)
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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.

BACK COUNTRY HORSEMEN OF WASHINGTON

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

Signature	Date
Enter Signatory Name	
Name	
Enter Signatory Title	
Title	
Enter Address	
Enter City, State & Zip	
Address	
Enter Phone Number	

Signature	Date
Enter Signatory Name	
Name	
Enter Signatory Title	
Title	
Enter Address	
Enter City, State & Zip	
Address	
Enter Phone Number	

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**

This Amendment to the above listed Work Order is executed under the Washington State Department of Natural Resources (AGENCY/DNR) and Back Country Horsemen of Washington (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**.

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.

Exhibit B – Work Order Amendment Template

DNR Contract #: **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 Amendment.

**BACK COUNTRY HORSEMEN OF
WASHINGTON**

STATE OF WASHINGTON

**DEPARTMENT OF NATURAL
RESOURCES**

Signature	Date
Enter Signatory Name	
Name	
Enter Signatory Title	
Title	
Enter Address	
Enter City, State & Zip	
Address	
Enter Phone Number	

Signature	Date
Enter Signatory Name	
Name	
Enter Signatory Title	
Title	
Enter Address	
Enter City, State & Zip	
Address	
Enter Phone Number	