

**COOPERATIVE AGREEMENT**  
**Between**  
**STATE OF WASHINGTON**  
**DEPARTMENT OF FISH AND WILDLIFE**  
**And**  
**BACK COUNTRY HORSEMEN OF WASHINGTON**

This Cooperative Agreement (hereinafter called the Agreement) is between the Washington Department of Fish and Wildlife, hereinafter referred to as “WDFW”, and Back Country Horsemen of Washington (Cooperator), a nonprofit corporation registered in the State of Washington, hereinafter referred to as “Cooperator;” and combined referred to as the “Parties.”

WDFW and the Cooperator enter into this Agreement under the authority of RCW 77.12.115.

The Cooperator is a nonprofit conservation and/or volunteer conservation and recreation organization that engages in activities that, among other things, can provide outdoor recreation and/or stewardship related public benefits.

**PURPOSE:**

The purpose of this Agreement is to enable collaboration between WDFW and Cooperator to maintain, protect, and enhance WDFW managed lands in a manner that is advantageous to the Public and WDFW. Under this Agreement, work shall be assigned by negotiated work orders signed by both parties.

**STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

WDFW is dedicated to preserving, protecting, and perpetuating the state’s fish, wildlife, and ecosystems while providing sustainable fish and wildlife recreational and commercial opportunities. Headquartered in Olympia, WDFW maintains six regional offices and manages dozens of wildlife areas and hundreds of water access areas around the state. WDFW managed lands provide access to opportunities for fishing, hunting, wildlife viewing, and other recreational opportunities for residents and visitors of Washington State.

In July 2022, WDFW adopted the *10-year Recreation Strategy for WDFW-managed Lands* which states that collaboration with partners is a goal. An objective of the strategy is to develop cooperative agreements in order to be able to achieve this goal.

Work shall be assigned by a negotiated Work Order and must be signed by both Parties. Each Work Order must identify the Project Title, both Parties’ points of contact for the work; the dates and location of service; a description of the work being performed; the Cooperator’s

contributions to the project, and costs for the work. A sample Work Order is attached to this Agreement as Exhibit A.

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

WDFW 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 Orders including, but not limited to:
  - a. Recreation Trail, Motorized Recreation Trail, & Facility Maintenance
  - b. Recreation Trail & Facility Renovation
  - c. Recreation Trail & Facility Development
  - d. Recreation Trail & Facility Decommissioning and Restoration
  - e. Recreation Route Conditions Assessment and Inventory
  - f. Recreation Planning and Facilitation
  - g. Land Management and Planning Services
  - h. Volunteer Recruitment and Management
  - i. WDFW Ambassador Programming
  - j. Other Projects, Services, or Uses as Assigned
3. Each Work Order will specify how WDFW will reimburse the Cooperator for the full cost of services. Payment is not to exceed the agreed-upon amount shown in each Work Order. Cooperator and WDFW may amend any Work Order for additional services and budget.

**IT IS MUTUALLY AGREED THAT:**

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

Work Order will identify the Project title, each Parties' points of contact for the work; the dates and location of the service; a scope of work being performed; identify the Parties' responsibilities, tasks, project management contacts, schedule, and specific direction for the distribution and use of any funding, services and /or materials exchanged between the Parties.

Although linked under this Agreement, each Work Order will be executed using and in accordance with Exhibit A – Work Order, and be tracked by a unique agreement number. 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.

**2.0 Additional Work Order Guidance.** The scope of work identified within each Work Order executed under this Agreement, will be consistent with WDFW policies, procedures, plans, trail standards, best practices, or guidelines, that WDFW may develop.

Guidance documents that can influence and be applicable to each Work Order, may include, but are not limited to:

10-Year Recreation Strategy for WDFW-managed lands; WAC 220-500-010 Declaration of purpose—Department lands; WAC 220-500-080 Vehicles using department lands; WAC 220-500-160 Parking; RCW 79A.35.040 State trails plan; RCW 79A.35.110 Participation by volunteer organizations— Liability of public agencies therefor limited; RCW 79A.35.070 Categories of trails or areas—Policy statement as to certain state lands; Chapter 197-11 WAC (State Environmental Protection Act), WDFW Policy 5203 Preparing and Reviewing State Environmental Policy Act (SEPA) and National Environmental Policy Act (NEPA) Environmental Documents; WDFW Policy 5310 Managing Invasive Species; and WDFW Procedure 5310 Managing Invasive Species; RCW 68.50.645, 27.44.055, and 68.60.055 (Inadvertent Discovery of Human Skeletal Remains on Non-Federal and Non-Tribal Land in the State of Washington); RCW 27.53.060 (Disturbing archaeological resource or site).

Guidance documents applicable and relevant to issued work orders, will be made available by WDFW to the Cooperator prior to signing a work order.

**Prevailing Wage.** If any work performed by the Cooperator or its Subcontractors is subject to Chapter 39.12 of the Revised Code of Washington, the Cooperator shall ensure that the Cooperator and its Subcontractors pay the prevailing rate of wages to all Cooperator and/or Subcontractor workers, laborers or mechanics in the performance of any part of the work described in the contract in accordance with state law and Department of Labor and Industries rules and regulations.

**Volunteer Labor and Operational Requirements:** The Cooperator shall ensure that the 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 the staff and volunteers wear personal protective equipment, equivalent to standards set out in Section 296-800-160 of the Washington Administrative Code for the associated tasks. Volunteers must be submitted no less than monthly to WDFW, 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 WDFW: worksite, description of work, volunteer names and contact information (email or phone number), number of hours worked, and date(s) worked. The Cooperator will post and maintain public closure and /or warning signature, at access points for both maintenance and construction projects utilizing volunteer labor, during the term of the project. WDFW 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.

Cooperator shall comply with Title 51 RCW. And will provide medical aid coverage under Title 51 RCW for its volunteers. For the purposes of this section, volunteers working under this Agreement are volunteers of the Cooperator and not WDFW. Cooperator waives the rights of subrogation against WDFW for recovery of damages to the extent they are covered by Industrial Insurance, employer’s liability, general liability, excess, or umbrella insurance.

**Project Communication & Media (Must Obtain Approval from WDFW):** The Cooperator will coordinate with the WDFW Project Coordinator and receive written approval from WDFW prior to conducting project-relevant public outreach and/or media announcements, including, but not limited to: website announcements, online blogs and message forums, social media, newspapers, magazines, and project videos. Cooperator will consistently communicate weekly with WDFW on project schedule, progress and required WDFW assistance.

**3.0 Period of Performance.** This Agreement is effective as of 03/15/2025 and shall continue through 12/31/2030, unless terminated sooner as provided herein.

**4.0 Compensation and Payment.** The budget and specific arrangements for payment/reimbursement will be addressed in work order's Financial Plan and Reimbursement section.

Each work order will state that the other Party will be reimbursed 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 and is not to exceed the estimated amount shown in the approved Financial Plan and Reimbursement Section for each work order, unless the work order is amended by mutual agreement of the Parties (see 9.0 Amendments).

Under no circumstances shall the collective value of the work orders exceed \$250,000 in any calendar year, consistent with the limitation in RCW 77.12.115(3).

**5.0 Billing Procedures.** The billing Party shall submit invoices in accordance with the individual work orders. The Cooperator is required to be registered in the Statewide Vendor Payment System prior to submitting a request for payment under this contract. The Washington State Office of Financial Management (OFM) maintains the Statewide Vendor Payment System; to obtain registration materials contact the Statewide Payee Desk at (360) 407-8180; or go to: <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>.

**6.0 Records Maintenance.** The Cooperator will maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred providing the contracted services. These records shall be available for inspection, review, or audit by WDFW, other personnel authorized by WDFW, the Office of the State Auditor, and federal officials as authorized by law. The Cooperator will 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.

**8.0 Independent Capacity.** The employees, agents, and volunteers of each Party who are engaged in performing this Agreement shall continue to be employees, agents, and volunteers of that Party and shall not be considered for any purpose to be employees, agents, and volunteers 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 notice to the other Party. If this Agreement is terminated, the Parties shall be liable only for performance rendered or costs incurred under active work orders in accordance with the terms of this Agreement and such work orders 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.

**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/organizations. 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 third 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 alternative third party dispute resolution as the Parties mutually agree to in writing.

**13.0 Governance.** This Agreement is entered into under 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:

- a. Applicable Federal Statutes and Rules;
- b. Terms and conditions of a grant awarded to the state from the federal government, the documentation of which will be provided to the Parties, for compliance, if applicable, within each Work Order.
- c. State of Washington statutes and regulations.
- d. Terms and conditions of a grant awarded from a granting entity to either Party, documentation will be provided to the Parties, for compliance, if applicable, within each work order.

- e. This Agreement and any incorporated materials;
- f. Individual work orders; and
- g. Individual work order Amendments.

**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.

**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 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.

**17.0 Responsibilities of the Parties/Indemnification.** To the fullest extent permitted by law, the Cooperator will indemnify, defend, and hold harmless WDFW, agencies of WDFW and all officials, agents and employees of WDFW, from and against all claims for injuries or death 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 attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

The Cooperator's obligations to indemnify, defend, and hold harmless includes any claim by the Cooperator's agents, employees, representatives, volunteers, or any Subcontractor or its employees or volunteers.

The Cooperator expressly agrees to indemnify, defend, and hold harmless WDFW for any claim arising out of or incident to the Cooperator's or any Subcontractor's performance or failure to perform the Agreement. The Cooperator's obligation to indemnify, defend, and hold harmless WDFW shall not be eliminated or reduced by any actual or alleged concurrent negligence of WDFW or its agents, agencies, employees and officials.

The Cooperator waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless WDFW and its agencies, officials, agents or employees.

**18.0 Insurance.** The Cooperator shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect WDFW should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Cooperator or Subcontractor, or agents of either, while performing under the terms of this Agreement.

The Cooperator shall provide insurance coverage, which shall be maintained in full force and effect during the term of this Agreement, as follows:

- a. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than \$1,000,000 per occurrence. Additionally, the Cooperator is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
- b. Automobile Liability. In the event that services delivered pursuant to this Agreement involve the use of vehicles, either owned or unowned by the Cooperator, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
- c. Marine Insurance. If the Cooperator will be using a vessel or boat in the performance of this Agreement, the Cooperator shall maintain a Commercial Marine Protection and Indemnity (P&I) Policy with P&I limit of not less than \$1,000,000 per occurrence and with a deductible not to exceed \$25,000 (to include diving operations if diving is a part of the contracted service for any liability which includes coverage for injury to the crew and passengers).
- d. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name WDFW, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. Cooperator shall instruct the insurers to give WDFW thirty (30) calendar days advance notice of any insurance cancellation.
- e. If the Cooperator is self-insured, evidence of its status as a self-insured entity shall be provided to the WDFW. If requested by the WDFW, the Cooperator must describe its financial condition and the self-insured funding mechanism.
- f. The Cooperator shall submit to WDFW within fifteen (15) calendar days of the Agreement effective date, a certificate of insurance or evidence of its status as a self-insured entity that outlines the coverage and limits defined in this section. The Cooperator shall submit renewal certificates as appropriate during the term of the Agreement; the failure of the WDFW to enforce this term in no way reduces the Cooperator's responsibilities under this section.
- g. The Cooperator shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Cooperator fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, WDFW may collect from the Cooperator the full amount payable to the Industrial Insurance accident fund. WDFW may deduct the amount owed by the Cooperator to the accident fund from the amount payable to the Cooperator by WDFW under this Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Cooperator.

**19.0 Complete Agreement in Writing.** This Agreement, and any work orders executed under this Agreement, contain all the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement and any work orders executed under this Agreement shall be deemed to exist or to bind any of the Parties.

**20.0 Contract Management.** The Contract Manager for each of the Parties shall be the contact person for this Agreement.

**Cooperator Contract Manager:**

Kathy Young  
Public Lands Chairman  
PO Box 1132  
Ellensburg, WA 98926-1132  
Mobile: 206-551-7824  
[Kyoung1735@gmail.com](mailto:Kyoung1735@gmail.com)

**WDFW Contract Manager:**

Erin Browning  
Lands Partnership Coordinator  
PO Box 43141  
Olympia, WA 98504-3141  
Mobile: 650-868-3929  
[erin.browning@dfw.wa.gov](mailto:erin.browning@dfw.wa.gov)

All communications regarding framework, work order template updates, and general use related to this Agreement will be sent via the parties' Contract Managers.

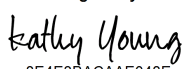
**21.0 Project Coordinators.** Project Coordinators for each Party will be identified in the individual work order for each project. All communications and billings related to each project will be sent to the Project Coordinators.

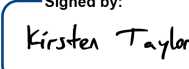
By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

**IN WITNESS WHEREOF, the Parties have executed this Agreement.**

**COOPERATOR**

**STATE OF WASHINGTON  
DEPARTMENT OF FISH AND  
WILDLIFE**

DocuSigned by:  
  
3/18/2025 | 10:51 AM PDT  
8E4E3BACAAE048E...  
Signature Date

Signed by:  
  
3/18/2025 | 10:57 AM PDT  
B97129CB127343A...  
Signature Date

Kathy Young  
Name

Kirsten Taylor  
Name

Public Lands Chairman, Back Country Horsemen of Washington  
Title

Contracts & Supplier Manager  
Title



Exhibit(s):

A – Sample Work Order

**Exhibit A  
Sample Work Order**

**WORK ORDER**  
**Between**  
**WASHINGTON DEPARTMENT OF FISH AND WILDLIFE**  
**And**

\_\_\_\_\_

WORK ORDER # \_\_\_\_\_

WDFW AGREEMENT NUMBER \_\_\_\_\_

This Work Order is executed under the Washington Department of Fish and Wildlife (WDFW) and \_\_\_\_\_ (Cooperator), for the coordination and exchange of personnel, equipment, supplies, services and funds to better achieve each parties' missions. All terms and conditions of the Agreement are incorporated herein by reference, unless otherwise noted.

**I. Project Title:** *Enter Project Title*

**II. Project Description:**

The purpose of this Work Order is to specify the terms and conditions by which the Cooperator will provide and be reimbursed by WDFW for services as outlined in the Section IV - Scope of Work.

*Enter Project Summary.*

**III. Period of Performance**

Subject to other provisions, the period of performance under this Work Order is from *Enter Start Date*, through *Enter end date*.

**IV. Scope of Work**

The detailed scope of work shall be based on items described in this section and optionally depicted and described in Attachment B – Project Map and Details.

Enter name of Agency doing the work will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

*Enter Scope of Work*

**V. Project Coordinator / Contract Manager:**

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

| <b>WDFW Project Coordinator</b>       | <b>Cooperator Project Coordinator</b> |
|---------------------------------------|---------------------------------------|
| <i>Enter Project Coordinator Name</i> | <i>Enter Project Coordinator Name</i> |
| <i>Enter Address</i>                  | <i>Enter Address</i>                  |
| <i>Enter City, State &amp; Zip</i>    | <i>Enter City, State &amp; Zip</i>    |
| <i>Phone: Enter Phone Number</i>      | <i>Phone: Enter Phone Number</i>      |
| <i>Email: Enter E-mail</i>            | <i>Email: Enter Email</i>             |

**VI. Financial Plan and Reimbursement:**

The cost of accomplishing the work will not exceed \$\_\_\_\_\_

WDFW will reimburse the Cooperator a monthly share of costs based on the budget contained in Attachment A - Budget.

The Cooperator shall submit monthly invoices to the WDFW Project Coordinator. WDFW will make payment upon receipt of an invoice. The invoices shall describe and document to WDFW's satisfaction a description of work performed, activities accomplished, or the progress of the project. Funding obligated to this Work Order is only available for reimbursement of costs incurred through the expiration date of this Work Order.

**VII. Signatures:**

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 Work Order.

FOR THE COOPERATOR

FOR WDFW

BY: \_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
Signature

TITLE:

TITLE:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

- Attachment(s)
- A – Budget
- B – Project Map(s) & Details

**Attachment A: Budget**

a. Project Budget

| Line Item          | Reimbursable Costs | Cooperator Match | Total |
|--------------------|--------------------|------------------|-------|
| Salaries           |                    |                  |       |
| Benefits           |                    |                  |       |
| Contracts          |                    |                  |       |
| Goods and Services |                    |                  |       |
| Travel             |                    |                  |       |
| Equipment          |                    |                  |       |
| Subtotal Direct    |                    |                  |       |
| Indirect Costs     |                    |                  |       |
| Total              |                    |                  |       |

b. Cooperator Matching Costs. The Cooperator will provide the following matching costs for this project:

**Attachment B: Project Map(s) & Details**

*Insert project Map(s)*

**Details**

| <b>Trail Design/Construction Parameters &amp; Management Goals</b> |   |                             |                              |  |
|--|---|-----------------------------|------------------------------|--|
| <b>Trail/s #</b>   | <b>Designed Use &amp; Difficulty Rating</b> | <b>Targeted Trail Class</b> | <b>PMO &amp; Managed Use</b> | <b>Trail Designation (Open or Technical)</b> |
|  |   |                             |                              |  |
|  |   |                             |                              |  |

\*Local deviations from Design Parameters may be established based on trail-specific conditions, topography, or other factors, provided that the deviations are consistent with their management intent, and agreed upon by the Project Coordinators.

| <b>Trail Construction Deliverables</b> |                              |  |  |                            |
|--|------------------------------|--|--|----------------------------|
| <b>Trail #</b>                         | <b>Distance (Feet/Miles)</b> | <b>Water Related Structures: Culverts/Rock Armored Crossings (RAC) &amp; Trail Bridges</b> | <b>Forest Road Interactions: Crossings or Entry/Exit</b> | <b>Average Trail Grade</b> |
|  |                              |  |  |                            |
|  |                              |  |  |                            |
|  |                              |  |  |                            |
|  |                              |  |  |                            |

\*Quantities may change in order to comply with permits, regulated best management practices, and agreed upon (in writing) changes to targeted user experiences.