

FS agreement No.	07-CO-11060500-010
Cooperator tax ID No.	
Cooperator Agreement No.	GCA 5076

COLLECTION AGREEMENT
Between
MT. BAKER-SNOQUALMIE NATIONAL FOREST
And
WASHINGTON STATE
DEPARTMENT TO TRANSPORTATION

This COLLECTION AGREEMENT is hereby entered into by and between the USDA Forest Service, National Forest, hereinafter referred to as the "Forest Service," and the Washington State Department of Transportation, hereinafter referred to as the "WSDOT," individually the "PARTY" and collectively the "PARTIES." The Forest Service enters into this AGREEMENT under the provisions of the Cooperative Funds Act of June 30, 1914 (16 USC 498), and consistent with the 36 CFR Part 251, Recovery of Costs for Processing Special Use Applications and Monitoring Compliance With Special Use Authorizations, for which implementing regulations have not yet been issued. The WSDOT enters into this AGREEMENT under the terms of chapter 39.34 RCW.

A. PURPOSE: The purpose of this AGREEMENT is to allow WSDOT to pay the Forest Service for work already performed on an emergency basis to prevent undermining of SR 542. This road required bank stabilization at MP 29.9. This AGREEMENT acknowledges that the Forest Service provided interim design solution, layout and technical oversight for construction, which involved the placement of toe protection at MP 29.9 where a recent slide took place, hereinafter the "Project." Successful completion of the Project resulted in offsetting the effects of the Warnick Bridge construction and the more recent (1994) Canyon Creek dike and its resultant change to the stream sediment conveyance, which will preserve the highway.

B. STATEMENT OF MUTUAL INTEREST AND BENEFITS: The Forest Service may perform under this Agreement because recreational activities are an economic attraction and provide considerable income to local establishments. The Project incrementally will help maintain public access to the Mt Baker –Snoqualmie National Forest, specifically Mt Baker Recreation Area, Heather Meadows Recreational Area and North Cascades National Park. The Project importance is the benefit to individual businesses and communities, particularly those in rural areas where timber, mining, and other traditional industries have declined. It is mutually beneficial for WSDOT and Forest Service to cooperate in the funding for WSDOT's preservation of SR 542 and for the Forest Service providing recreational access. The Project described in this AGREEMENT has been reviewed and selected for cooperative action by both the Forest Service and WSDOT.

C. FOREST SERVICE PERFORMED THE FOLLOWING WORK ITEMS:

1. Provided interim design solution, layout and technical oversight for construction, which involved the placement of toe protection at 29.9. The location of this work is shown on Exhibit B, attached hereto and by this reference made a part of this AGREEMENT.

D. WSDOT SHALL:

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1. Reimburse the Forest Service's actual direct and related indirect costs of the Project. The maximum amount shall not exceed the amount listed on the cost estimate. The cost estimate is Exhibit A, attached hereto and by this reference made a part of this AGREEMENT.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. TAXPAYER IDENTIFICATION NUMBER. The WSDOT shall furnish its tax identification number upon execution of this AGREEMENT.
2. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this AGREEMENT is subject to the Freedom of Information Act (5 U.S.C. 552).
3. MODIFICATION. Modifications within the scope of this AGREEMENT shall be made by mutual consent of the PARTIES hereto, by the issuance of a written modification, signed and dated by both PARTIES, prior to any changes being performed.
4. PROPERTY IMPROVEMENTS. All highway improvements placed on National Forest System land, as authorized by this AGREEMENT, shall become the property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this AGREEMENT shall entitle the WSDOT to any share or interest in the Project other than the right to use and enjoy the same under the existing regulations of the Forest Service.
5. LEGAL AUTHORITY. The WSDOT has the legal authority pursuant to RCW 47.01.260 to take such actions as necessary to preserve the integrity of state highways, and in particular SR 542, and to enter into this AGREEMENT, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of this portion of the Project costs) to ensure proper planning, management, and completion of the Project.
6. PARTICIPATION IN SIMILAR ACTIVITIES. This AGREEMENT in no way restricts the Forest Service or the WSDOT from participating in similar activities with other public or private agencies, organizations, and individuals.
7. TERMINATION. Either PARTY, by written notification to the other PARTY, may terminate the AGREEMENT in whole, or in part, at any time before the date of expiration.

Neither PARTY shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each PARTY's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

8. PRINCIPAL CONTACTS. The principal contacts for this AGREEMENT are:

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Forest Service Project Contact	Cooperator Project Contact
ROGER NICHOLS	HIEN Q. TRINH
USDA Forest Service	WA Dept of Transportation
Mt Baker Ranger District	Northwest Region 1415 Pacific Drive
Sedro Woolley, WA 98284	Burlington, WA 98233
Phone: (360) 856-5700 ext 235	Phone: (360) 757-5940
FAX: (360) 856-1934	FAX: (360) 757- 5975
E-Mail: rnichols@fs.fed.us	E-Mail: trinhh@wsdot.wa.gov

Forest Service Administrative Contact	Cooperator Administrative Contact
KELLIE HAMILTON	PATRICIA CHIEPPA
USDA Forest Service	WSDOT
Grants and Agreements	Agreements Manager
Mountlake Terrace, WA 98043-2251	Burlington, WA 98233-3415
Phone: (425) 744-3334/ (360) 956-2389	Phone: (360) 757-5963
FAX: (425) 744-3336	FAX: (360) 757-5975
E-Mail: kelliehamilton@fs.fed.us	E-Mail: chieppp@wsdot.wa.gov

9. REIMBURSABLE BILLING. The Forest Service shall bill the WSDOT for the actual direct and related indirect costs for performing the work authorized under this AGREEMENT as shown on Exhibit A. Overhead will not be assessed because the cost of processing the overhead assessment would be uneconomical to recover per FSM 1909.13 direction. The Forest Service shall allow a minimum of thirty (30) days after billing for WSDOT to make payment.

Payments shall be sent to:

Billing shall be sent to:

The address shown on the Bill of Collection

WA State Dept of Transportation
Attn: Hien Trinh
1415 Pacific Drive
Burlington WA 98233
(360) 757-5940
(360) 757-5975 FAX

If payment is not made by WSDOT within 30 days of receipt of Form FS-6500-89, Bill of Collection from the Forest Service, the Forest Service shall exercise its rights regarding the collection of debts owed the United States.

10. ENDORSEMENT. Any payments made under this AGREEMENT do not by direct reference or implication convey Forest Service or WSDOT endorsement of the products or activities.

11. LIABILITY. The Forest Service shall perform the services under this agreement as an independent contractor and shall be liable for the negligent or wrongful acts and omissions of any

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employee of the United States, while acting within the scope of his or her office or employment as permitted under the Federal Tort Claims Act, 28 USC §§ 2671 through 2680 and § 1346(b), where the United States, if a private person, would otherwise be liable to the claimant in accordance with the law of the State where the act or omission occurred. WSDOT shall be responsible for the acts, omissions, or negligence of its own officers, employees or agents only, and only to the extent permitted by the Washington State law.

12. COMMENCEMENT/EXPIRATION DATE. This AGREEMENT is executed as of the date of the last signature and is effective through **April 10, 2009** at which time it will expire unless extended in accordance with Section 3, MODIFICATION herein.

13. AUTHORIZED REPRESENTATIVES. By signature below, the WSDOT certifies that the individuals listed in this document as representatives of the WSDOT are authorized to act in their respective areas for matters related to this AGREEMENT.

The PARTIES HERETO have executed this AGREEMENT as of the last date written below.

WASHINGTON STATE, DEPARTMENT OF TRANSPORTATION

Assistant Attorney General

Ann E. Salay
Approved as to Form

1-17-07
Date

Todd Harrison
TODD HARRISON, PE
Assistant Regional Administrator

1-19-2007
Date

USDA FOREST SERVICE, MT BAKER-SNOQUALMIE NATIONAL FOREST

Rob Iwamoto (for)
ROB IWAMOTO
Forest Supervisor

1/26/07
Date

The authority and format of this instrument has been reviewed and approved for signature.

/S/ KELLIE L. HAMILTON
KELLIE L. HAMILTON DATE
FS Agreements Specialist

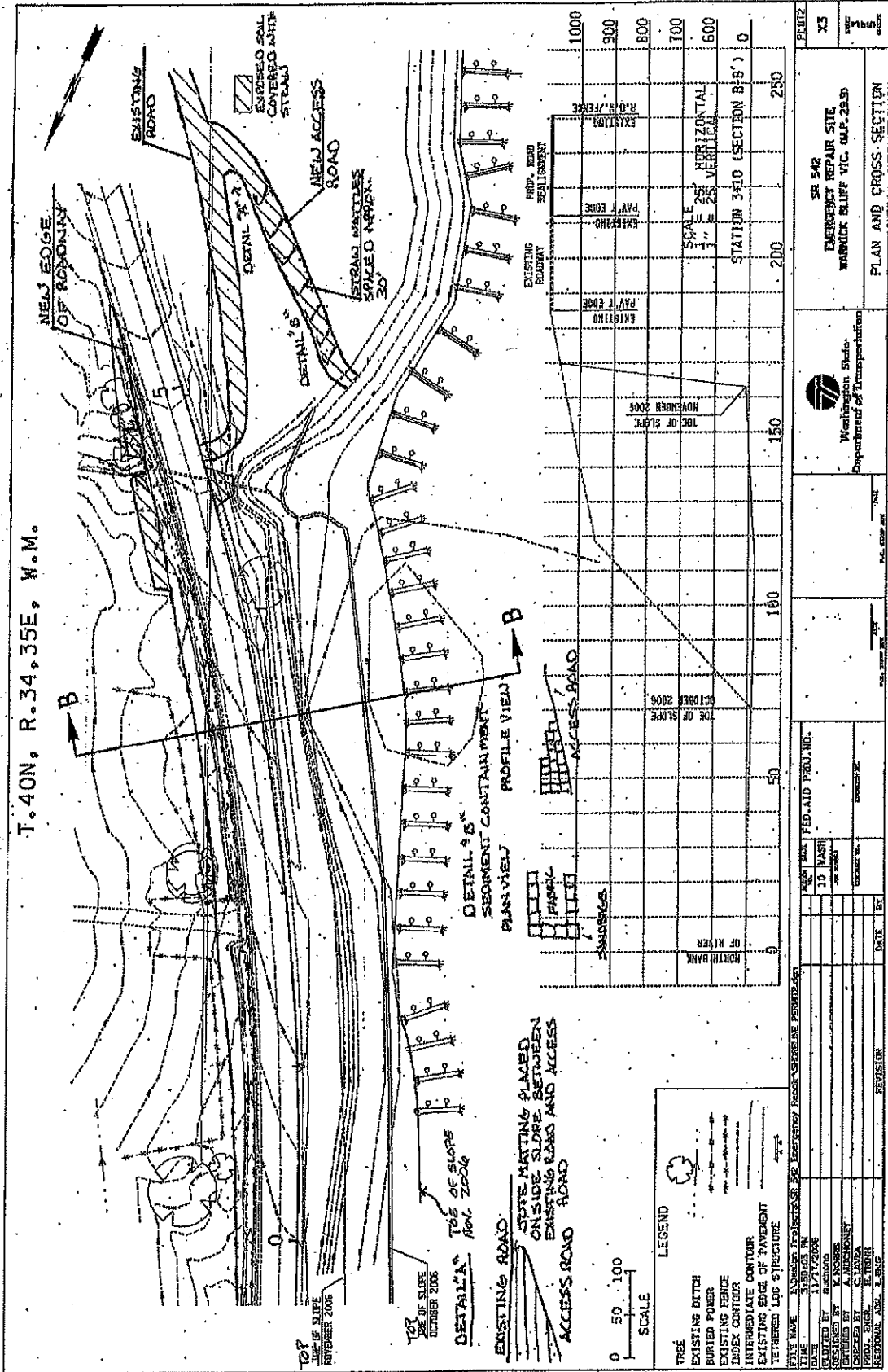
GCA 5076

**EXHIBIT A
ESTIMATE**

Geologist for 14 days	\$ 4,340.00
Estimated total	\$ 4,340.00

No overhead will be charged per Section 10 of GCA 5076

T.40N, R.34,35E, W.M.



NEW EDGE OF ROADWAY

EXISTING ROAD

NEW ACCESS ROAD

STRAN SANDS SLOPED AREA

DETAIL 3' x 7'

DETAIL 3' x 5'

SEGMENT CONTAINMENT PLAN VIEW

PROFILE VIEW

STEEL MATTING PLACED ON SLOPE BETWEEN EXISTING ROAD AND ACCESS ROAD

EXISTING ROAD

TOP OF SLOPE NOVEMBER 2006

DETAIL A

TOP OF SLOPE NOVEMBER 2006

DETAIL B

EXISTING ROADWAY

PROP. ROAD REALIGNMENT

1000

900

800

700

600

500

400

300

200

100

0

EXISTING

PAV. EDGE

EXISTING

PAV. EDGE

EXISTING

PAV. EDGE

EXISTING

PAV. EDGE

EXISTING

PAV. EDGE

EXISTING

SCALE
1" = 25'
HORIZONTAL
1" = 25'
VERTICAL

STATION 3+10 (SECTION B-B')

200

230

NOVEMBER 2006

TOP OF SLOPE

NOVEMBER 2006

TOP OF SLOPE

NOVEMBER 2006

TOP OF SLOPE

NOVEMBER 2006

NOVEMBER 2006

TOP OF SLOPE

NOVEMBER 2006

TOP OF SLOPE

NOVEMBER 2006

LEGEND

- TREE
- EXISTING DITCH
- BURIED FENCE
- EXISTING FENCE
- INDEX CONTOUR
- INTERMEDIATE CONTOUR
- EXISTING EDGE OF PAVEMENT
- TETHERED LOG STRUCTURE

SCALE
0 50 100

FILE NAME	SR 542 ACCESS ROAD PERMITS
TITLE	SR 542 ACCESS ROAD
DATE	11/17/2006
DESIGNED BY	A. JENKINS
CHECKED BY	C. LARSON
PROJECT NO.	SR 542 ACCESS ROAD
REVISION	
DATE	
BY	



SR 542
EMERGENCY REPAIR SITE
WARBUCK BLUFF VIC. MAP 2835

FRUIT
X3

PLAN AND CROSS SECTION