

FS agreement No.	07-CO-11060500-057
WSDOT tax ID No.	91-6001068
WSDOT Agreement No.	GCA 5406
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**COLLECTION AGREEMENT**  
**Between**  
**MT. BAKER-SNOQUALMIE NATIONAL FOREST**  
**And**  
**WASHINGTON STATE**  
**DEPARTMENT OF TRANSPORTATION**

This AGREEMENT is hereby entered into by and between the USDA (United States Department of Agriculture) Forest Service, Mt. Baker-Snoqualmie National Forest, hereinafter referred to as the "Forest Service," and the Washington State Department of Transportation, hereinafter referred to as "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). The WSDOT enters into this AGREEMENT under the terms of chapter 39.34 RCW.

A. PURPOSE: The purpose of this AGREEMENT is to authorize WSDOT to pay the Forest Service for assistance in preparing and reviewing environmental documents and permits, as well as design and construction consultation for a road realignment and fish passage project located on SR 542, between milepost 38.72 and milepost 39.04, hereinafter the "Project." The Project will relocate the existing roadway away from the Nooksack River in order to prevent further erosion of the existing roadway prism. This will require both horizontal and vertical realignment of approximately 1,600 feet of highway and installation of drainage structures. In addition, WSDOT is replacing a 5 foot diameter culvert that has been identified as a fish passage barrier. The Project location is shown on Exhibit B, Vicinity Map, attached hereto and by this reference made a part of this AGREEMENT.

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 goal of the Project is to benefit 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.

IT IS MUTUALLY AGREED AND UNDERSTOOD BY THE PARTIES THAT:

C. FOREST SERVICE SHALL:

1. Assist in environmental documentation for wildlife, fish, and vegetation by preparing a Biological Assessment (BA).
2. Review and process the Archaeological Resource Protection Act (ARPA) permit.

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3. Conduct reviews of the WSDOT Stream Enhancement Plan and Landscape Planting Plan.
4. Provide design and construction consultation for the Project when requested by WSDOT.
5. Deposit all cash funds received under the terms of this AGREEMENT into a Forest Service Cooperative Work Fund to be used for the purpose for which contributed.
6. Provide to WSDOT itemized invoices of actual expenditures every 30 days unless there is no work performed. The final invoice shall be sent to WSDOT no later than 60 days after final Project completion.
7. Provide the services, as described herein, in a timely and professional manner following approval of this AGREEMENT.
8. Give the state and WSDOT, through any authorized representative, access to and the right to examine all books, papers, or documents related to this AGREEMENT.

D. WSDOT SHALL:

1. Provide advanced funding to the Forest Service for direct costs of the Project. The amount shall be \$10,734.97, as listed on Exhibit A, Cost Estimate, attached hereto and by this reference made a part of this AGREEMENT. The advance payment will be sent to the address shown on the Bill for Collection.
2. Give the Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all books, papers, or documents related to this AGREEMENT.

E. GENERAL:

1. TAXPAYER IDENTIFICATION NUMBER. The WSDOT has furnished its tax identification number.
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. WASHINGTON PUBLIC DISCLOSURE ACT. Any information furnished to the Forest Service under this AGREEMENT is subject to the Washington Public Disclosure Act, RCW 42.17.260 et seq., to the extent it does not conflict with Federal law.
4. MODIFICATIONS. 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.

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5. PROPERTY IMPROVEMENTS. All highway improvements placed on National Forest System land, as authorized by this AGREEMENT, shall thereupon 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 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.

6. 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 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.

7. 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.

8. 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 AGREEMENT 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. The Forest Service agrees to refund any monies prepaid by the WSDOT that were not expended or required to pay for non-cancelable obligations within sixty (60) days of the date of termination.

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

Forest Service Project Contact	WSDOT Project Contact
ROGER NICHOLS	JANICE MARLEGA
USDA Forest Service	Washington State Department of Transportation
Mt Baker Ranger District 810 State Highway 20	Northwest Region 1415 Pacific Drive
Sedro-Woolley, WA 98284	Burlington, WA 98233
Phone: (360) 856-5700 ext 235	Phone: (360) 757-5830
FAX: (360) 856-1934	FAX: (360) 757- 5850
E-Mail: nichols@fs.fed.us	E-Mail: marlegj@wsdot.wa.gov

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Forest Service Administrative Contact	WSDOT Administrative Contact
SHEILA WALKER	PATRICIA CHIEPPA
Olympic National Forest	Washington State Department of Transportation
1835 Black Lake Blvd SW, Suite A	Agreements Manager
Olympia, WA 98512	Burlington, WA 98233-3415
Phone: (360) 956-2298	Phone: (360) 757-5963
FAX: (360) 956-2330	FAX: (360) 757-5975
E-Mail: swalker@fs.fed.us	E-Mail: chieppp@wsdot.wa.gov

10. PAYMENT. WSDOT's total funding to the Forest Service shall be \$10,734.97 which shall be paid in advance, prior to commencement of work. Any funds remaining at the conclusion of the work and, after all Forest Service obligations are met shall be refunded to WSDOT. Overhead will not be assessed because the cost of processing the overhead assessment would be uneconomical to recover per FSM 1909.13 direction. In the event that unforeseen conditions require costs in excess of the WSDOT's advanced funding amount, the PARTIES agree to modify this AGREEMENT per Section E4.

11. 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.

12. 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 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.

13. COMMENCEMENT/EXPIRATION DATE. This AGREEMENT is executed as of the date of the last signature below and is effective through August 31, 2009 at which time it will expire unless extended in accordance with Section E4, MODIFICATIONS.

14. BUDGET AUTHORIZATION. The Forest Service's performance under this AGREEMENT is contingent upon receiving Budget Authority. Once Budget Authority is obtained, Forest Service performance under the terms of this AGREEMENT may commence. Budget Authority is limited to the Fiscal Year (October 1 through September 30). Amounts authorized but not obligated or expended will expire on September 30 of the Fiscal Year in which the Budget Authority was obtained. No further obligations or charges may occur under

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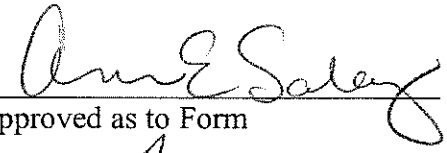
this AGREEMENT until the Forest Service obtains Budget Authorization for subsequent Fiscal Years.

15. AUTHORIZED REPRESENTATIVES. By signature below, both PARTIES certify that the individuals listed in this AGREEMENT as representatives of the PARTIES are authorized to act in their respective areas for matters related to this AGREEMENT.

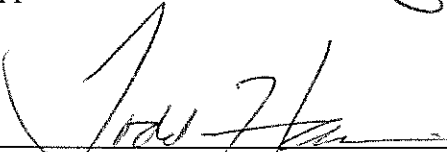
The PARTIES HERETO have executed this AGREEMENT as of the last date written below.

**WASHINGTON STATE, DEPARTMENT OF TRANSPORTATION**

Assistant Attorney General


  
 Approved as to Form

8-21-07  
 Date

  
 TODD HARRISON, PE  
 Assistant Regional Administrator

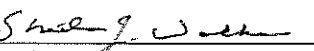
8/28/07  
 Date

**USDA FOREST SERVICE, MT BAKER-SNOQUALMIE NATIONAL FOREST**

  
 Y. ROBERT IWAMOTO  
 Forest Supervisor

09/06/07  
 Date

The authority and format of this AGREEMENT have been reviewed and approved for signature.

  
 Sheila Walker  
 Forest Service Agreements Specialist

8/8/07  
 Date

**EXHIBIT A**

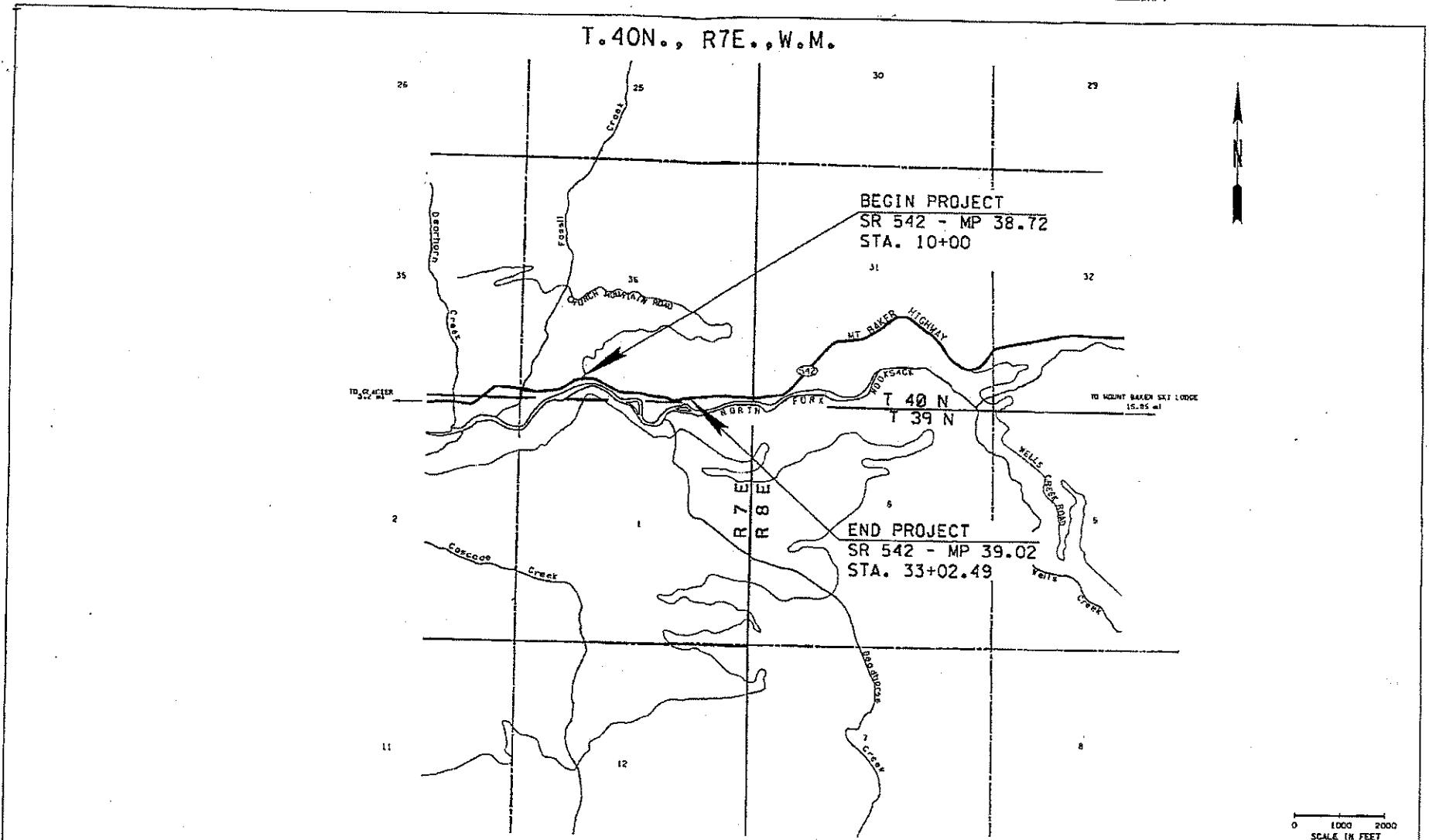
**Cost Estimate**


XL3053 E. Church Mt. Rd.

SR 542 CED, MP 38.72 - 39.04

<b>Deliverables TASK</b>	<b>Duration/Days</b>	<b>Scheduled Start</b>	<b>Scheduled Finish</b>	<b>Assigned</b>	<b>Rate/Day</b>	<b>Days</b>	<b>Total/\$</b>
<b>Environmental Documentation</b>							
<b>Endangered Species Act</b>							
<b>Biological Assessment- Fish Informal</b>	10		10/15/2007	Lentz	\$329.60	5	\$1,648.00
Misc ESA tasks							
-Obtain NOAA /USFW Concurrence	80		11/16/2007	Lentz	\$329.60	2	\$659.20
<b>Biological Assessment-Wildlife Informal</b>	10		10/31/2007	Gay	\$359.52	5	\$1,797.60
Misc ESA tasks							
-Obtain NOAA/USFW Concurrence	80		11/16/2007	Gay	\$359.52	2	\$719.04
<b>Stream Enhancement/Landscape Planting</b>							
USFS Review of Stream Enhancement Plan				Risvoid	\$297.17	1	\$297.17
USFS Review of Landscape Planting Plan				Risvoid	\$297.17	2	\$594.34
<b>ARPA-Review, Consult and Process</b>							
				Hollenbeck	\$411.12	4	\$1,644.48
				Sherman-Biery	\$257.20	2	\$514.40
<b>Design</b>							
USFS Design consultation				Nichols	\$317.86	5	\$1,589.30
<b>Construction</b>							
Construction consultation				Nichols	\$317.86	4	\$1,271.44
						<b>Total</b>	<b>\$10,734.97</b>

GCA 5406  
 Exhibit B  
 Sheet 1 of 1



FILE NAME: I:\Design Projects\03053-E Church Mt. Rd\CADD\SR542 Vicinity Map.dwg		REGION: STATE: 10 WASH		FED. AID PROJ. NO.		 Washington State Department of Transportation	SR 542 E. CHURCH MTN. RD. ROADWAY REALIGNMENT - MP 38.7	PLOTS V1
TIME: 11:30:16 AM	DATE: 3/16/2007	DESIGNED BY: K. NORRIS	CHECKED BY: K. ANDERSON	PROJECT ENGR: M. TERNH	REGIONAL ADM: L. ENO			
PLOTTED BY: AndoKr		CONTRACT NO.		LOCATION AC.		VICINITY MAP		
DESIGNED BY: K. NORRIS		REVISION		DATE BY				