

FS agreement No.	07-CO-11060500-035
WSDOT tax ID No.	91-6001068
WSDOT Agreement No.	GCA 5217

**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). The WSDOT enters into this COLLECTION AGREEMENT under the terms of chapter 39.34 RCW.

A. PURPOSE: The purpose of this COLLECTION AGREEMENT is to authorize WSDOT to pay the Forest Service for assisting in the preparation and review of the "Mt. Baker Highway Scenic Byway Management Plan" (Management Plan) for SR 542 within the Mt. Baker-Snoqualmie National Forest, from MP 33.54 to MP 57.26. This planning will be a collaborative, interdisciplinary approach to jointly develop a plan that fits the physical setting and preserves scenic, aesthetic, historic and environmental resources, while maintaining highway safety, mobility, and operations along the corridor. The final Management Plan will be agreed upon by the Forest Service Supervisor for the Mt. Baker-Snoqualmie National Forest and WSDOT. Successful completion of the Management Plan will comply with the provisions of the Highway Easement Deed, dated November 22, 2004, authorizing the WSDOT to operate and maintain the highway in the manner specified.

B. STATEMENT OF MUTUAL INTEREST AND BENEFITS: It is mutually beneficial for WSDOT and Forest Service to cooperate in the development and funding of the Management Plan so that the management of projects, maintenance and operational activities within the easement area can be carried out in a safe and efficient manner in consideration of the agencies' resource responsibilities for the benefit of highway users. The Project described in this COLLECTION 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. Provide WSDOT technical assistance in the development of the Management Plan, including scenic analysis, facility design guidelines, project planning and operations protocols, vegetation management, cultural resources, and resource protection measures. The Forest Service shall assist in the review of the cooperatively prepared Management Plan for the Forest Service Supervisor for the Mt. Baker-Snoqualmie National Forest's signature.

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2. Deposit all cash funds received under the terms of this COLLECTION AGREEMENT into a Forest Service Cooperative Work Fund to be used for the purpose for which it is contributed.
3. Provide to WSDOT itemized invoices of actual expenditures at the completion of the Project.
4. Provide the service, as described herein, in a timely and professional manner following approval of this COLLECTION AGREEMENT.
5. Give the state and WSDOT, through any authorized representative, access to and the right to examine all books, papers, or documents related to this COLLECTION AGREEMENT.

D. WSDOT SHALL:

- a. Provide advanced funding to the Forest Service for direct costs of the Project. The amount shall be \$10,000 as listed on the 2007 Financial Plan. The 2007 Financial Plan is Exhibit A, attached hereto and by this reference made a part of this COLLECTION AGREEMENT. The advanced funding will be sent to the address shown on the Bill for Collection.
- b. 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 COLLECTION AGREEMENT.
- c. Be solely responsible for all third party consultant fees, costs, and expenses, and make no claim against the Forest Service for such fees, costs, and expenses.

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 COLLECTION 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 COLLECTION 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. MODIFICATION. Modifications to the scope of this COLLECTION 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. LEGAL AUTHORITY. The WSDOT has the legal authority pursuant to RCW 47.01.260 and chapter 39.34 RCW to take such actions as necessary to preserve the integrity of state highways, to enter into this COLLECTION AGREEMENT, and the institutional, managerial and financial capabilities (including funds sufficient to pay nonfederal share of this portion of the Management Plan costs) to ensure proper planning, management, and completion of the Management Plan.

6. PARTICIPATION IN SIMILAR ACTIVITIES. This COLLECTION AGREEMENT in no way restricts the Forest Service or 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 this COLLECTION 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 Management Plan 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.

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

Forest Service Project Contact	WSDOT Project Contact
ANN DUNPHY	ELIZABETH SJOSTROM
Mt Baker Ranger District	WA Dept of Transportation
810 State Route 20	Northwest Region
	1043 Goldenrod Rd, Suite 101
Sedro Woolley, WA 98284	Burlington, WA 98233
Phone: (360) 856-5700 ext 352	Phone: (360) 757-5984
FAX: (360) 856-1934	FAX: (360) 757- 5975
E-Mail: adunphy@fs.fed.us	E-Mail: sjostre@wsdot.wa.gov

Forest Service Administrative Contact	WSDOT Administrative Contact
SHEILA WALKER	PATRICIA CHIEPPA
Olympic National Forest	WSDOT
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

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9. **PAYMENT.** WSDOT's total funding to the Forest Service shall be (\$10,000) which shall be paid in advance, prior to commencement of Work. Any funds remaining at the conclusion of the Management Plan 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 STATE's advanced funding amount, the PARTIES agree to modify this COLLECTION AGREEMENT per section 4.

10. **ENDORSEMENT.** Any payments made under this COLLECTION 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 COLLECTION 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 Washington State law.

12. **COMMENCEMENT/EXPIRATION DATE.** This COLLECTION AGREEMENT is executed as of the date of the last signature below and is effective through **December 31, 2008** at which time it will expire unless extended in accordance with Section E.4, MODIFICATION herein.

13. **BUDGET AUTHORIZATION.** The Forest Service's performance under this COLLECTION AGREEMENT is contingent upon receiving Budget Authority. Once Budget Authority is obtained, Forest Service performance under the terms of this COLLECTION 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 this COLLECTION AGREEMENT until the Forest Service obtains Budget Authorization for subsequent Fiscal Years.

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

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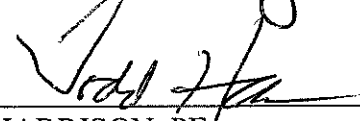
The PARTIES HERETO have executed this COLLECTION AGREEMENT as of the last date written below.

**WASHINGTON STATE, DEPARTMENT OF TRANSPORTATION**

Assistant Attorney General


  
 Approved as to Form

6-7-07  
 Date

  
 TODD HARRISON, PE  
 Assistant Regional Administrator


6/14/07  
 Date

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

  
 Y. ROBERT IWAMOTO  
 Forest Supervisor

06/29/07  
 Date

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

  
 Sheila Walker  
 FS Agreements Specialist

6/28/07  
 DATE

**Exhibit A**

(07/20/2006)

**FY 2007 Financial Plan For Collection Agreement  
Mt Baker- Snoqualmie National Forest**

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 Cooperator Tax ID 91-6001068  
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Project: Mt Baker Highway Scenic Byway Management Plan  
 Depositor: Washington State Department of Transportation

<b>PERSONNEL</b>			
<b>Resource Specialist</b>	<b># of Days</b>	<b>\$/Day</b>	<b>Total Cost</b>
Landscape Architect Ann Dunphy	11.357	\$291	\$3,305
Engineer Jim Mitchell	3	\$313	\$939
Wild and Scenic River Mgr Greta Movassaghi	1	\$322	\$322
Heritage Resources/CR Jan Hollenbeck	2	\$411	\$822
Fisheries Biologist Scott Lentz	2	\$330	\$660
Wildlife Biologist Don Gay	2	\$360	\$720
Hydrologist Roger Nichols	4	\$317	\$1,268
Botanist Ann Risvold	4	\$305	\$1,220
Recreation Technician Debra Paul	3	\$248	\$744
<b>Total Personnel:</b>	<b>32.357</b>		<b>\$10,000</b>
<b>SUPPLIES</b>			
<b>Name and Type of Supplies:</b>	<b>Cost of Each</b>	<b>How Many</b>	<b>Total Cost</b>
Misc. Supplies	\$0	1	\$0
			\$0
			\$0
<b>Total Supplies:</b>	<b>\$0</b>	<b>1</b>	<b>\$0</b>
<b>OTHER</b>			
<b>Describe Other Costs of the Project:</b>			<b>Total Cost</b>
			\$0
			\$0
<b>Total Other:</b>			<b>\$0</b>
<b>TOTAL DIRECT CHARGES</b>			<b>\$10,000</b>
<b>OVERHEAD ASSESSMENT</b> (if applicable, see FSH 1909.13)			
			0.0%
			\$0
<b>GRAND TOTAL</b>			<b>\$10,000</b>