MEMORANDUM OF UNDERSTANDING
Between the
STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION
WSDOT Agreements No. GCA 1336
and the
USDA, FOREST SERVICE
PACIFIC NORTHWEST REGION

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by
and between the State of Washington-Department of Transportation, hereinafter referred to as
"WSDOT," and the USDA, Forest Service, Pacific Northwest Region, hereinafter referred to
as the "U.S. Forest Service."

Title: Highways Over National Forest Lands

I. PURPOSE AND SCOPE:

The purpose of this MOU is to document the cooperation between the parties to
coordinate transportation activities of mutual interest involving highways on, or
accessing, lands managed by the U.S. FOREST SERVICE in accordance with the
following provisions.

The scope of this MOU is limited to construction activities, maintenance and operation of
existing highways within the road easement or right of way. This MOU supersedes
MOU dated May 31, 2001 covering this same subject.

U.S. FOREST SERVICE, Forest Supervisors, and WSDOT, Regional Administrators, are
encouraged to coordinate and establish the appropriate document for activities of mutual
interest that are not covered by this MOU (e.g., winter recreation, etc.).

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

This MOU establishes procedures for coordination of transportation activities involving
State highways to and on lands administered by the U.S. FOREST SERVICE. Both
WSDOT and the U.S. FOREST SERVICE will benefit from this coordination.
WSDOT has jurisdiction over the highways, and is responsible for their management
and operation. The U.S. FOREST SERVICE has a vested interest in the highways as
they provide critical access to National Forest lands it is responsible for managing.
Therefore, it is of mutual interest to, as well as the responsibility of, both Parties to
ensure safe access over these highways.
In consideration of the above premises, the parties agree as follows:

III. COORDINATION

1. U.S. FOREST SERVICE Forest Supervisors and WSDOT Regional Administrators will coordinate all activities included herein, unless otherwise noted. They will jointly agree on items to be coordinated by the U.S. FOREST SERVICE District Rangers and WSDOT Area Maintenance Superintendents or Project Engineers.

2. The U.S. FOREST SERVICE Regional Director of Engineering and WSDOT Regional Administrators or their designee, will coordinate programs, final easements, and any items where the U.S. FOREST SERVICE Forest Supervisor, or the WSDOT Maintenance Engineer or Project Development Engineer request assistance.

IV. PROGRAMS

1. For State highways accessing, or on, National Forest lands, WSDOT will consult with U.S. FOREST SERVICE during development of the WSDOT four-year Statewide Transportation Improvement Program (STIP). Copies of the draft and approved program will be provided to all U.S. FOREST SERVICE Forest Supervisors in Washington and Regional Forester by WSDOT or by notification of where it can be accessed electronically.

2. The Federal Lands Access Program provides funds to improve state/local routes providing access to Federal lands. Funding decisions will be made locally by the Programming Decisions Committee (PDC) comprised of WSDOT, FHWA-WFLHD, and a political subdivision of the State.

3. The PDC will consult with all Federal Land Management Agencies, including the U.S. Forest Service, prior to making programming decisions.

V. PLANNING

1. WSDOT will coordinate with U.S. FOREST SERVICE at project inception for projects using or affecting National Forest lands or interests. U.S. FOREST SERVICE will consult with WSDOT at project inception on projects that may affect State highways, including State highways on National Forest lands by easement.

   a. WSDOT and U.S. FOREST SERVICE will agree on needed environmental documents and lead agency responsibility. WSDOT will have the primary responsibility for highway related projects.

   b. WSDOT and U.S. FOREST SERVICE will cooperate in development of a single set of environmental documents for each project and jointly seek public involvement when necessary.

   c. U.S. FOREST SERVICE will provide early guidance and suggestions to WSDOT regarding project consistency with the applicable forest plan(s).

   d. Draft and final environmental documents will be circulated to each Party for review before distribution for public comment.

   e. WSDOT and U.S. FOREST SERVICE will address prevention of spread of invasive plants in proposed projects.
VI. PRECONSTRUCTION

1. WSDOT and U.S. FOREST SERVICE will coordinate designs and participate in field reviews for projects.

2. WSDOT and U.S. FOREST SERVICE will agree which requirements will be provided in the plans, specifications and provisions, and which requirements will be placed in the stipulations that accompany the Letter of Consent. Written stipulations should be kept to a minimum.

3. WSDOT and U.S. FOREST SERVICE agree that designs and construction plans for projects shall comply with Preventing and Managing Invasive Plants Record of Decision, October 2005, standards 2 (equipment washing), 3 (weed free straw and mulch), 7 (weed free gravel, fill, sand, and rock), and 13 (using native plant materials for re-vegetation work). Standard 7 can be met by using U.S. FOREST SERVICE, WSDOT, or County weed specialists to review material sources before integrating materials into the road.

VII. RIGHTS-OF-WAY

1. The standard “U.S. Department of Transportation (USDOT) Easement Deed” will be used on all Forest Highway and Federal-Aid System rights-of-way within National Forest boundaries.

2. WSDOT will submit proposed right-of-way and construction plans and specifications for projects to U.S. FOREST SERVICE for review and approval. If necessary, U.S. FOREST SERVICE will prepare and submit draft stipulations to WSDOT. U.S. FOREST SERVICE and WSDOT will cooperate to prepare easement or right-of-way plan/plat that meets legal requirements for monumentation, based on approved construction plans, specifications and stipulations.

3. WSDOT will submit an application (letter) to FHWA Division Administrator requesting a USDO” easement for National Forest System lands needed for a project. The application will include the accepted plan/plat and description of the land.

4. U.S. FOREST SERVICE Regional Forester or their designee will issue Letter of Consent with stipulations, if any, upon receipt of application from FHWA Division Administrator and return signed easement or right-of-way plan/plat to FHWA Division Administrator. Said Letter of Consent will provide for immediate entry upon National Forest lands for construction or reconstruction of said highway and for the transfer of right-of-way to WSDOT through issuance of a USDOT Easement Deed.

5. Significant changes in easement or right-of-way width occurring during construction will require an amendment to the recorded Easement Deed.

6. Use or occupancy of National Forest lands for other highway related uses outside the easement areas, including temporary construction areas, will require a U.S. FOREST SERVICE issued Special Use Permit.

7. WSDOT and U.S. FOREST SERVICE agree to issue each other the appropriate permits and easements necessary for construction in a timely manner, provided that the conditions of Sections III, IV, V and VI of this MOU have been fulfilled.

8. WSDOT and U.S. FOREST SERVICE agree that they will convert, as funding permits, older rights of use and special use permits to USDOT easements.
VIII. CONSTRUCTION/RECONSTRUCTION

1. WSDOT will designate a project manager who will represent WSDOT in all matters pertaining to a project. WSDOT will inform U.S. FOREST SERVICE of project advertisement and award.

2. WSDOT will notify and obtain approval from U.S. FOREST SERVICE for any changes that will affect National Forest lands beyond that of the original contract. U.S. FOREST SERVICE will act promptly to provide approval.

3. WSDOT will notify U.S. FOREST SERVICE when a project nears completion, at which time U.S. FOREST SERVICE will indicate if they choose to participate in the final review.

IX. MAINTENANCE

1. The term "maintenance" means the preservation of the entire highway, including surface, shoulders, roadsides, structures, and such traffic-control devices as are necessary for safe and efficient utilization of the highway (23 U.S.C. 101).

2. Road maintenance activities that are state funded and state directed on state highway rights of way and/or easements through National Forest lands are not subject to NEPA requirements because these activities are not subject to Forest Service control and responsibility (FSH 1909.15 Chapter 01 and 40 CFR 1508.18). WSDOT is responsible for meeting Endangered Species Act requirements with respective regulating agencies such as the National Marine Fisheries Service (NOAA Fisheries) and U.S. Fish and Wildlife (USFWS) on all maintenance activities.

WSDOT has consulted on Road Maintenance activities with NOAA Fisheries and operates under best management practices as described in “Routine Road Maintenance Water Quality and Habitat Guide, Best Management Practices.” NOAA Fisheries has stated that prohibitions of section 4(d) of the Endangered Species Act will not apply to actions carried out in compliance with “Routine Road Maintenance Water Quality and Habitat Guide, Best Management Practices” guide.

WSDOT has coordinated with USFWS to ensure that requirements of the Endangered Species Act (ESA) and the Migratory Bird Treaty Act are met during routine maintenance activities.

3. The provisions contained in this section pertain only to maintenance work performed under WSDOT’s control that may affect National Forest lands. The WSDOT Regional Administrator or their designee will coordinate such maintenance activities with local U.S. FOREST SERVICE staff.

4. During winter operations, surface anti-icing/deicing solutions may be used to provide a safer driving surface. These operations will be performed according to the “Routine Road Maintenance Water Quality and Habitat Guide, Best Management Practices” and use chemicals within the Qualified Products List of the Pacific Northwest Snowfighter products list.

5. WSDOT maintenance activities to be coordinated with the U.S. FOREST SERVICE shall include, but are not limited to:
   a. All maintenance activities that involve slash burning, the marking of trees over 6 inches dbh (diameter at breast height) to be felled except for danger trees classified as
a danger (see Danger Tree Removal below), and the purchase of any timber to be removed.

b. All maintenance activities that involve disposal of slough material, changes in road drainage patterns, and similar actions that affect National Forest lands outside the right-of-way.

c. The development of any material source or storage area not shown on approved construction plans.

d. Snow and avalanche control (removal/storage).

6. For those activities that will be coordinated with the U.S. FOREST SERVICE, the U.S. FOREST SERVICE will:

a. Expedite review on maintenance items requiring U.S. FOREST SERVICE concurrence. U.S. FOREST SERVICE will respond within 30 days of receiving the request for concurrence. Not providing a response within the 30 day period constitutes concurrence to those maintenance activities for which the concurrence was requested.

b. Assist WSDOT maintenance forces with matters related to equipment parking and materials storage, emergency communications needs, material sources, and designation of slough and slide material disposal areas.

c. Advise WSDOT of planned U.S. FOREST SERVICE activities that may have an impact on highway maintenance.

7. Danger Tree Removal

Danger trees will be identified using the most recent edition of the “Field Guide for Danger Tree Identification and Response” (Toupin, R., Filip, G., Erkert, T., and Barger, M., USDA Forest Service, USDI Bureau of Land Management, R6-NR-FP-PR-01-08, 64p.).

According to the referenced publication, trees have three failure potentials; Iniminent, Likely, or Low. Typically, those trees that are classified with imminent failure potential that will intersect the travel way or clear zone represent a danger to the traveling public and workers and will be mitigated.

The following describes mitigation required:

a. Trees identified as a Danger, which typically are those with imminent failure potential, may be cleared by WSDOT. Resultant logs can be positioned so they are stable and will not roll into the travel way or clear zone or decked for U.S. FOREST SERVICE disposal. WSDOT is responsible for identification of these trees. U.S. FOREST SERVICE will communicate concerns over particular trees to the WSDOT Area Maintenance Superintendent.

b. Trees that are not classified as a Danger, which typically are those with Low or Likely Failure Potential, will be selected and marked jointly by WSDOT and U.S. FOREST SERVICE personnel and removed under U.S. FOREST SERVICE timber sale program. When U.S. FOREST SERVICE cannot dispose of potential danger trees through its timber sale process, U.S. FOREST SERVICE and WSDOT will cooperate in removal of these trees.

c. Warning signing, flaggers and other safety measures deemed necessary to protect highway traffic during danger tree removal operations will be required. WSDOT is responsible for approval of all safety measures and traffic control plans before danger tree removal commences by any party or contractors thereof.
8. Vegetation Treatment: Vegetation treatments beyond that needed for highway maintenance (see 2 above), should be consistent with NEPA decisions and Forest Land and Management Plans on each National Forest. Use of herbicides to treat invasive or native vegetation is subject to specific project design criteria that vary from Forest to Forest. Treatment of native vegetation should follow "A Guide to Conducting Vegetation Management Projects in the Pacific Northwest Region." Use of herbicides to treat invasive plants should follow "Preventing and Managing Invasive Plants Record of Decision (Forest Service Region Six, October 2005)."

9. Invasive Plant Prevention: "Preventing and Managing Invasive Plants Record of Decision (Forest Service Region Six, October 2005)" includes standards for invasive plant prevention. The standards relevant to road maintenance include Standard 3 (weed free straw and mulch), 7 (weed free gravel, fill, sand, and rock) and 8 (coordination of blading, brushing, and ditch cleaning). Standard 7 can be met by using U.S. FOREST SERVICE, WSDOT, or County weed specialists to review material sources before integrating materials into the road. Standard 8 can be met by local weed specialists at U.S. FOREST SERVICE, WSDOT, or County Extension Agent consulting with WSDOT Area Maintenance Superintendents on location of invasive plant populations and appropriate timing of brushing and ditch cleaning operations.

10. Pesticide Use: WSDOT is responsible for obtaining National Pollution Discharge Elimination System (NPDES) or other applicable permits for pesticide use. The Forest Service is required to coordinate with states and others applying pesticides within National Forest System lands (FSH 2109.14 Chapter 13.11.) The primary tool for this coordination is the pesticide use proposal (see Exhibit X attached). WSDOT will submit a pesticide use proposal to the Forest Service R6 Pesticide Use Coordinator at least one week ahead of any scheduled application. Pesticide use outside of state rights of way and easements are subject to Forest Service approval. In addition, WSDOT will submit a report outlining pesticide use performed by the state on each National Forest, due by September 30 of each year.

X. SIGNS

1. Installing and Maintaining Signs. WSDOT has authority and responsibility for the installation and maintenance of all signs within the right-of-way of the State Highway System, except as noted in paragraph 3 in this section. All such signing will be in accordance with the Manual on "Uniform Traffic Control Devices" (MUTCD), the Washington Supplement to the MUTCD, the "WSDOT Traffic Manual," and "Sign and Poster Guidelines for the Forest Service, EM 7100-15" as appropriate.

2. WSDOT is financially responsible for and will furnish, install, and maintain guide signs within the right of way or easement as requested by the U.S. FOREST SERVICE and approved by WSDOT, for the following sign categories (Examples shown in Appendix 1). Sign requests will be made to the WSDOT Region Traffic Engineer at least sixty (60) calendar days in advance by the U.S. FOREST SERVICE Forest Supervisor. A proposed sign plan will be provided by the US Forest Service that shows the signs and their proposed locations. WSDOT will review, modify, and approve or deny the request.
   a. Approach signs for National Forest administrative facilities such as Ranger District and Supervisor offices that provide public services or functions
   b. Junction signs for important National Forest arterial routes.
c. Directional signs to important destinations within the National Forest. The following conditions apply:
   i. Messages will be limited to no more than three (3) destinations at any single location, using location names identified on public use maps.
   ii. At areas where there are more than one Agency's facilities from one point on the highway, a generic recreation sign will be used with the represented Agencies’ logos below the generic message.
   iii. Up to four symbol plaques may be used on single destination signs, but they will not be used on generic multi-agency signs.
   iv. Local road numbers as well as Agency road numbers may be used where appropriate. U.S. FOREST SERVICE provided distinctive route marker(s) may be used.
   v. Advance destination signs will only be used where special emphasis is required. Examples are limited sight distance; high traffic volumes; multi-lane (more than 2) highways; and high-speed areas.
   vi. Agencies are encouraged to work together to develop specific signing to multiple destinations.

3. U.S. FOREST SERVICE is financially responsible for and will furnish, install, and maintain the following sign categories:
   a. Signs with pedestal bases such as large boundary or administrative site signs shown in Appendix 2.
      The following signs are included in this category: National Forest Boundary (FE or FL); Recreation Site (RS); Headquarters (A or AS); and special interpretive. These signs are normally located outside the highway right-of-way or at parking areas. A permit from WSDOT is required for placement within the highway right-of-way. All signs within the highway right-of-way shall be installed on breakaway sign supports, or protected by barrier, or shall be removed by U.S. FOREST SERVICE when requested by WSDOT.
   b. Emergency, Construction and Maintenance Traffic Control Signs and Devices
      U.S. FOREST SERVICE will furnish, install, and maintain all temporary warning, regulatory, and guide signs; other traffic control devices (such as delineators, barricades, and temporary pavement markings); and all other appropriate devices which are needed to warn and control traffic during emergencies, construction, or maintenance activities, for which the U.S. FOREST SERVICE is responsible.

4. WSDOT and U.S. FOREST SERVICE will cooperate in installation and maintenance of the following sign categories (Examples shown in Appendix 3). Sign requests will be made to the WSDOT Region Traffic Engineer at least sixty (60) calendar days in advance by the U.S. FOREST SERVICE Forest Supervisor. A proposed sign plan will be provided by the US Forest Service that shows the signs and their proposed locations. WSDOT will review, modify, and approve or deny the request.
   a. Recreation Fee signs and logos will be furnished by the U.S. FOREST SERVICE. WSDOT will maintain the signs and logos including installing new signs and logos on existing posts as appropriate to inform motorists when recreation fees will be charged. This maintenance will be provided at WSDOT expense. The U.S. Forest Service is financially responsible for installations requiring new posts. Logos on existing guide
signs that direct motorists to National Forest facilities where fees are required will be installed and maintained at WSDOT expense.

b. National Forest Scenic Byway signs will be furnished by the U.S. FOREST SERVICE. WSDOT will install and maintain the signs at WSDOT expense. The U.S. Forest Service is financially responsible for installations requiring new posts.

c. U.S. FOREST SERVICE administrative and recreation signs within the state highway right-of-way not covered in other categories will be furnished by the U.S. FOREST SERVICE. WSDOT will install and maintain these signs. The U.S. Forest Service is financially responsible for installations requiring new posts. The U.S. FOREST SERVICE and WSDOT will agree in a separate project agreement as to how maintenance and other installation expenses will be shared.

5. Highway Advisory Radio Signs. U.S. FOREST SERVICE will coordinate with and abide by WSDOT requirements to obtain a permit for Highway Advisory Radio (HAR) signs. Requirements are listed in WSDOT’s “Traffic Manual.”

6. These signs will provide the U.S. FOREST SERVICE the capability to communicate forest information to motorists using the vehicle’s AM radio receiver. The Forest Service “shield,” “National Forest” logo, and “Northwest Forest Pass” logo may be incorporated into the HAR sign layout. U.S. FOREST SERVICE will reimburse WSDOT for all costs involved in the fabrication, installation, and maintenance of the HAR signs. Any reimbursement(s) will be authorized by a separate appropriate document.


8. U.S. FOREST SERVICE Shield. The U.S. FOREST SERVICE “shield” and “National Forest” script logo are copyrighted by the Department of Agriculture and will be allowed and should be used as agency identification as approved by the U.S. FOREST SERVICE. U.S FOREST SERVICE logo is not needed on a sign if specific words such as “National Forest” are used.

XI. INCIDENT MANAGEMENT

1. During an incident management activity such as a fire suppression emergency, U.S. FOREST SERVICE and WSDOT maintenance personnel will coordinate to identify the signing requirements, and accomplish the installation of signs and traffic control devices as soon as possible after the emergency occurs. WSDOT will work with U.S. FOREST SERVICE to identify any hazards that may not be visible at night, and have the necessary signs, barricades, and flashers in place prior to darkness to protect both the traveling public and firefighting personnel.

In addition to the above, the Parties agree as follows:

a. All temporary traffic control (TTC) devices and activities, including signage, piloting, and flagging on WSDOT roads, impacted by incident management activities such as wild land fire protection and/or suppression, shall comply with the standards and
guidelines of the MUTCD, WSDOT supplements to the MUTCD, the WSDOT Traffic Manual, and the U.S. FOREST SERVICE-provided sign catalog and drawings, to the degree practicable.

b. WSDOT, the Incident Management Team for incident activities, and/or local agencies will cooperatively develop TTC plans where warranted.

c. Traffic control flaggers must be certified to conduct flagging operations on WSDOT roads. All standards in MUTCD Section 6E shall be followed for all flagging operations. Flaggers shall wear safety apparel meeting the requirements of ISEA American National Standard for High Visibility Apparel and labeled as meeting the current ANSI standard performance for Class 2 risk exposure, and these requirements are hereby incorporated herein by reference.

d. WSDOT is the only authority that can establish speed limits on roads under WSDOT jurisdiction. Advisory or regulatory speed zones will not be allowed below 45 MPH unless special circumstances or situations warrant.

e. WSDOT is the only authority that can designate and legally close roads under WSDOT jurisdiction. WSDOT grants Incident Commanders of incident management activities limited authority to institute initial emergency road closures that are necessary for immediate safety concerns under this MOU. WSDOT will be notified immediately, which is typically within the first hour of an emergency closure. The sooner the notification the sooner traveler information can be disseminated to the traveling public for alternate routing. The decision to keep the road closed and any new closures will remain the responsibility of WSDOT. The Traffic Management Control (TMC) for regional WSDOT contacts for emergency use only are as follows:

**WSDOT Regional TMC**

Northwest (Seattle) 206-440-4490 / 206-440-4491  
Olympic (Tacoma) 800-260-4214 / 253-548-2420  
South Central (Yakima) 509-577-1910 / 509-577-1990  
Southwest (Vancouver) 360-759-1300 / 360-905-2269  
Eastern (Spokane) 509-343-6383 / 509-343-6396  
North Central (Wenatchee) 509-667-2802

f. All Parties will mutually work together within the Incident Command System (ICS).

g. All Parties will document information related to TTC decisions, requests, orders, etcetera, in order to determine appropriate fiscal responsibility as needed on a case-by-case basis. Reimbursement is situation dependent and accurate records must be kept in general, if an agency has a jurisdictional responsibility for carrying out a service that is provided in association with an incident that is not related to incident management activities, no payment will be made for that service. An incident management activity by the US Forest Service is defined as an activity adjacent to, on, or above the roadway involving: personnel, equipment such as trucks or helicopters, and congestion related to managing the incident, such as traffic in and out of a staging area or command post.

h. Payment will be made for the cost of services that are necessary due to US Forest Service incident management activities, such as a closure to enable a back burn or signing for establishment of a base camp (except as provided in this section under 3a).
An accurate record is defined as:
- A detailed description of work ordered by the IMT (date, time and name of IMT member ordering the work)
- Inclusive dates and locations of work performed
- Number of WSDOT resources (employees, signs, etc.) and rates of each involved

If there is any incident management activity triggering the need for traffic control in a 24-hour period as defined from midnight to midnight, the costs for the entire 24-hour period is treated in its entirety as an incident management activity for accounting purposes. This will be determined on a daily basis and agreed to by both parties.

i. Damages may be reimbursable through the appropriate agency claim process.

j. WSDOT is the only authority that can design and implement a detour of a highway under their jurisdiction.

2. U.S. FOREST SERVICE SHALL:

a. Assume responsibility, including financial, for furnishing, installing, maintaining, and operating warning and directional signing, flagging, and piloting needed for incident management activities beyond the initial WSDOT response and throughout the duration of any such incident management activities. The initial WSDOT response is limited to the first 24 hours. The assumption of this responsibility will only take place after a transfer of responsibility from WSDOT to the Incident Commander through the WSDOT Area Maintenance Superintendent or designee.

b. Coordinate with the appropriate WSDOT Area Maintenance Superintendent or designee if special circumstances or situations warrant WSDOT establishing regulatory speed zones or other regulatory traffic control, such as "no stopping" and "no parking" zones on roads under WSDOT jurisdiction. Depending on availability of WSDOT signs and personnel, U.S. FOREST SERVICE may be asked by WSDOT to provide regulatory signing as necessary for incident management activities.

c. Coordinate with the appropriate WSDOT Area Maintenance Superintendent or designee if special circumstances or situations warrant posting advisory speeds below posted speeds on roads under WSDOT jurisdiction.

d. Notify the appropriate WSDOT Area Maintenance Superintendent or designee at the earliest time practicable of planned incident management activities including air operations or back burn, that can impact traffic on roads under the jurisdiction of WSDOT, and include in its notification to the appropriate WSDOT Area Maintenance Superintendent or designee relevant information such as size and duration of the activity.

e. Provide a catalog of standard signs with approved messages conforming to the MUTCD, and provide standard drawings showing typical layout of the catalog signage for the most common incident activities needing temporary traffic control. The U.S. FOREST SERVICE sign catalog can be found on the following U.S. FOREST SERVICE website: http://www.fs.fed.us/t-d/pubs/htmlpubs/em7100-15/

f. Coordinate with WSDOT when standard sign messages do not meet specific on-site conditions, and when circumstances require the use of messages not identified in the catalog.
g. Remove all traffic control devices when no longer appropriate or necessary for incident management activities.

h. Coordinate all proposed state highway traffic detours through the WSDOT Area Maintenance Superintendent or designee.

3. WSDOT SHALL:

a. Assume responsibility, including financial, for furnishing, installing and maintaining initial temporary traffic controls as necessary, including regulatory and warning signs, flagging, and piloting operations for the first 24 hours of incident management activities, such as the establishment of an incident base, that impact WSDOT highways. After that, WSDOT may authorize U.S. FOREST SERVICE to furnish, install, and maintain at the US Forest Service expense, continued and any additional temporary traffic control signing as deemed necessary by the WSDOT Area Maintenance Superintendent or designee for US Forest Service incident management activities on highways in accordance with the provided catalog and sign placement drawings (noted in 2e). Any additional documents or permits such as encroachments permits will not be required under this MOU for temporary traffic control.

b. Assume responsibility, including financial, for furnishing, installing and maintaining traffic control beyond the initial 24 hours for all services not related to US Forest Service incident management activities, such as smoke caused reductions of visibility.

c. Assume responsibility including financial for the establishment of long term temporary traffic control (including furnishing, installing and maintaining) regulatory signing such as speed zones, no stopping, and no parking signs on roads under the jurisdiction of WSDOT during the duration of the incident unless as otherwise provided in this section under 1f, 1g, 2a and 2b.

d. Provide U.S. FOREST SERVICE with an electronic (PDF) map and supplemental documents that details WSDOT:
   
   - Maintenance Administrative areas.
   - WSDOT Area Maintenance Superintendent names and phone numbers, and district office street addresses.
   - Maintained routes with route numbers and reference points.
   - RWIS (Remote Weather Information System) sites.
   - Permanent variable message sign locations.

   This map is to be updated by June of each year or as contact information changes.

e. Make available the WSDOT HAR (Highway Advisory Radio) system and Fixed and Portable Variable Message signs, if available, for public and/or overall safety messages as appropriate for incident management. Messages will be developed on a case-by-case basis as conditions warrant in coordination with WSDOT. Messages will be in compliance with the “WSDOT Policy on the Use of Highway Advisory Radio (HAR) Systems” and the “Statewide VMS Use Policy.” Grant limited authority to the Incident Commander to institute initial emergency closures of roads under WSDOT jurisdiction where incident effects, such as fire behavior, are changing rapidly and may have substantial immediate effects on public safety. The Incident Commander shall notify the WSDOT Area Maintenance Superintendent or designee as soon as feasible to coordinate additional legal closures if warranted.
f. Furnish liaison officer to the Incident Commander where substantial impacts from incident management activities are or may involve roads under WSDOT jurisdiction.

XII. ACCESS MANAGEMENT

1. All Washington State highways are distinguished as either limited access or managed access. Therefore, access to all state highways will be in accordance with the current, appropriate access rules and regulations governing these state highway system designations.

2. On Fully Controlled Limited Access Highways, access will only be allowed at interchanges, except for emergency use (section 6 below).

3. On Partially Controlled and Modified Controlled Limited Access Highways, an access approach may be allowed, after submittal of a written request by USFS and approval by WSDOT, within the constraints outlined in the current WSDOT Design Manual, the Revised Code of Washington (RCW) chapter 47.52 RCW, the Washington Administrative Code (WAC) 468.54, and WAC 468-58.

4. On Managed Access Controlled Highways, it will be necessary for the USFS and its permittees to obtain an Access Connection Permit that is in accordance with the current WSDOT Design Manual, chapter 47.50 RCW, WAC 468-51, and WAC 468-52.

5. Construction of new access connections and approaches will be at the expense of USFS or its permittee. Future maintenance of access approaches on limited access facilities will be in accordance with the applicable rules and regulations as specified in Section 3 above. Future maintenance of access connections on managed access facilities will be covered in the access connection permit as specified in Section 4 above.

6. Temporary approaches required by USFS during firefighting or other emergencies may be constructed as necessary without formal WSDOT approval. The appropriate WSDOT Regional Administrator will be notified immediately or as soon as practical, and will follow up with a written notice of the emergency and an estimation of use of access. Necessary obliteration and restoration measures will be at no expense to WSDOT and shall meet WSDOT standards. USFS will take precautions during such emergencies to safeguard the highway users through the proper use of approved traffic control devices, and other measures as deemed necessary by WSDOT.

XIII. THIRD PARTY OCCUPANCY

1. In the case of a public utility, or any other third party occupancy permittee, wishing to exercise its right to locate on highway right-of-way over National Forest lands, WSDOT will advise the applicant that it must first apply to the Forest Supervisor for a permit for the land involved. WSDOT will make final judgment as to applicant's occupancy of the highway right-of-way, and may, after consultation with U.S. FOREST SERVICE and receipt of an approved U.S. FOREST SERVICE permit, issue a permit to the applicant.

2. WSDOT and U.S. FOREST SERVICE will consult before any third party occupancy permits, or other encumbrances are acted upon. Placement and location of utilities shall conform, at a minimum, to standard AASHTO and FHWA construction practices and procedures.

3. The applicant shall be held responsible for any damage to the highway resulting from utility placement, or any work associated with the permit.
4. WSDOT and U.S. FOREST SERVICE will ensure the appropriate processes are adhered to for all third party occupancy permits.

XIV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person. Furthermore, the terms of this MOU establish a working relationship between the signatory parties and are not for the benefit of any third party.

B. RESPONSIBILITIES OF PARTIES. U.S Forest Service and WSDOT and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each Party will carry out its separate activities in a coordinated and mutually beneficial manner.

C. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this MOU.

**Principal WSDOT Contacts:**

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<tr>
<th>WSDOT Program Contact</th>
<th>WSDOT Administrative Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pasco Fakotich, State Design Engineer</td>
<td>Kyle McKeon, Technical Services and Business Manager Development Division</td>
</tr>
<tr>
<td>WSDOT</td>
<td>WSDOT</td>
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<tr>
<td>P.O. Box 47329</td>
<td>P.O. Box 47329</td>
</tr>
<tr>
<td>Olympia, WA 98504-7329</td>
<td>Olympia, WA 98504-7329</td>
</tr>
<tr>
<td>Phone: (360) 705-7231</td>
<td>Phone: (360) 705-7458</td>
</tr>
<tr>
<td>Fax: (360) 704-6381</td>
<td>Fax: (360) 704-6381</td>
</tr>
<tr>
<td><a href="mailto:bakotichp@wsdot.wa.gov">bakotichp@wsdot.wa.gov</a></td>
<td>Email: <a href="mailto:mckeonk@wsdot.wa.gov">mckeonk@wsdot.wa.gov</a></td>
</tr>
</tbody>
</table>

**Principal U.S. FOREST SERVICE Contacts:**

<table>
<thead>
<tr>
<th>U.S. FOREST SERVICE Program Contact</th>
<th>U.S. FOREST SERVICE Administrative Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jose Linares, Director of Engineering</td>
<td>Gloria Perez, Grant Management Spec.</td>
</tr>
<tr>
<td>USFS Pacific Northwest Region</td>
<td>USFS Gifford Pinchot National Forest</td>
</tr>
<tr>
<td>333 SW First Ave., PO Box 3623</td>
<td>10600 NE 514 Circle</td>
</tr>
<tr>
<td>Portland, OR. 97208-3623</td>
<td>Vancouver, WA 98682</td>
</tr>
<tr>
<td>Telephone: (907) 586-8733</td>
<td>Telephone: (360) 891-2298</td>
</tr>
<tr>
<td>FAX: (503) 808-2511</td>
<td>FAX: (360) 891-5045</td>
</tr>
<tr>
<td>Email: <a href="mailto:linares@fs.fed.us">linares@fs.fed.us</a></td>
<td>Email: <a href="mailto:gperez@fs.fed.us">gperez@fs.fed.us</a></td>
</tr>
</tbody>
</table>

D. NON-LIABILITY. The U.S. Forest Service and WSDOT do not assume liability for any third party claims for damages arising out of this MOU. Further, the terms of this MOU establish a working relationship between the signatory parties and are not for the benefit of any third party.
E. **NOTICES.** Any communications affecting the operations covered by this MOU given by the U.S. Forest Service or WSDOT is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To WSDOT, at WSDOT’s address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

F. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or WSDOT from participating in similar activities with other public or private agencies, organizations, and individuals.

G. **ENDORSEMENT.** Any of WSDOT's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of WSDOT's products or activities.

H. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies’ statutory and regulatory authority.

I. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for WSDOT to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service’s Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
J. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

K. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

L. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13515, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

M. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. WSDOT shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. WSDOT shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

   In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

   To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

   "This institution is an equal opportunity provider."

O. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

P. DEBARMENT AND SUSPENSION. WSDOT shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from
entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should WSDOT or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

Q. **MODIFICATIONS.** Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

R. **COMMENCEMENT/EXPIRATION DATE.** This MOU is executed as of the date of the last signature and is effective through December 31, 2018, at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
S. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

LYNN PETHRSON, Washington State Secretary of Transportation  
Date  
6/19/13

KENT CONNAUGHTON, REGIONAL FORESTER  
U.S. Forest Service, Pacific Northwest Region  
Date  
6/25/2013

**U.S. FOREST SERVICE**

The authority and format of this agreement (13-RU-11060051-021) have been reviewed and approved for signature.

GLORIA E. PEREZ  
U.S. Forest Service Grants Management Specialist  
Date  
6/17/13

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**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA’s TARGET Center at 202-720-5300 (voice) and TDD.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.
Appendix 1 – Examples of signs where WSDOT is responsible for installation and maintenance.
Appendix 2 – Example of signs where USFS is responsible for installation and maintenance.

RS-Recreation Site Identification sign

NRA-National Recreation Area sign

AS-Administrative Site Sign

Administrative Site Sign - Urban

FE-National Forest Entrance Sign

FL-Forest Boundary Leaving sign
Appendix 3 – Examples of signs where USFS/WSDOT share financial or performance responsibility for installation and maintenance.

National Forest Scenic Byway (Chapter 3A.13.1)

Note: Department of Transportation designated byways prevail in priority over Forest Service byway designations and should be signed according to the MUTCD, Section 2D.55.

Recreation Fee Sign Examples and Fee Logo

- Recreational Fee Required Where Posted
- National Forest Recreation Fee Area
- Passes Available Information Ahead
- Fee Logo
Exhibit X

<table>
<thead>
<tr>
<th>PESTICIDE - USE PROPOSAL</th>
<th>DEPARTMENT/AGENCY</th>
<th>CONTACT/PHONE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Reference FSM 2150)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>REGION</td>
<td>FOREST</td>
</tr>
</tbody>
</table>

1) OBJECTIVE
   a) Project No.  
   b) Specific Target Pest  
   c) Purpose

2) PESTICIDE
   a) Common Name  
   b) Formulation  
   c) % AI,AE, or lb / Gal.  
   d) Registration No.

3)  
   a) Form Applied  
   b) Use Strength (%) or Dilution Rate  
   c) Diluent

4) lbs. AI Per Acre or Other Rate

5) APPLICATION
   a) Method  
   b) Equipment

6)  
   a) Acres or Other Unit to be Treated  
   b) Number of Applications  
   c) Number of Sites  
   d) Specific Description of Sites

7)  
   a) Month(s) of Year  
   b) States

8) SENSITIVE AREAS
   a) Areas to be Avoided  
   b) Areas to be Treated with Caution

9) REMARKS
   a) Precautions to be Taken  
   b) Use of Trained / Certified Personnel  
   c) State and Local Coordination  
   d) Other Pesticides Being Applied to Same Site  
   e) Monitoring  
   f) Other