

COLLECTION AGREEMENT
09-CO-11060600-005
between
XXXX CORPORATION
and
USDA FOREST SERVICE, MT. HOOD NATIONAL FOREST

This collection agreement is made and entered into by and between XXXX., hereinafter referred to as XXXX, and the USDA Forest Service, Mt. Hood National Forest, hereinafter referred to as the Forest Service, under the provisions of the Granger-Thye Act of April 24, 1950 - 16 U.S.C. 572.

I. PURPOSE:

XXXX operates several recreation sites on the Mt. Hood National Forest as authorized by a Special-Use Authorization dated December 15, 1998. The Forest Service has requested XXXX to perform certain maintenance and reconditioning projects pursuant to 16 U.S.C. 580d. XXXX has agreed to perform some of these projects for offset of permit fees and the Forest Service has agreed to perform the remainder of these projects from funds deposited, or to be deposited as the permit fee for the period of March 1, 2008 through December 31, 2008 by XXXX. The work the Forest Service has agreed to do will be done between March 2009 and September 2011.

Therefore, the purpose of this Collection Agreement is to document and authorize the aforementioned transaction.

II. XXXX SHALL:

1. Make advance payments, in accordance with the permit, totaling \$***** to cover the total cost of the Government maintenance, reconditioning, and improvement work in the financial plan attached to this agreement, including overhead as determined by the Forest Service up to 8 percent of force account expended project costs. The national burden rate for 2009 is 8.0%.
2. Taxpayer Identification Number. XXXX shall furnish their **tax** identification number upon execution of this instrument.

III. FOREST SERVICE SHALL:

1. Deposit payments received from XXXX under this instrument into the Forest Service cooperative work fund.

2. Upon receipt of payment from XXXX, perform the Government maintenance, reconditioning, and improvement projects listed in the financial plan attached to this agreement.

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

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

3. REFUNDS. Contributions authorized for use by the Forest Service, which are not spent or obligated for the projects approved under this instrument, will be refunded to XXXX or authorized for use for new projects by XXXX.

4. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become 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 XXXX 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. XXXX has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

6. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or XXXX from participating in similar activities with other public or private agencies, organizations, and individuals.

7. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature, and is effective through **December 31, 2013**, at which time it will expire unless extended.

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

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

XXXX USDA, Forest Service Mt. Hood National Forest 70220 E. Hwy 26 Zigzag, OR 97049 (503) 622-3191 x641 (Voice) (503) 622-3056 (Fax) kwalker@fs.fed.us	XXXX XXXXXX XXXXXX XXXXXX XXXXXX
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10. ADVANCE BILLING. Bill XXXX prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead will be assessed at the rate of 8% for 2009.

Billings shall be sent to: XXXX
 XXXX
 XXXX

11. ENDORSEMENT. Any XXXX contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of XXXXX products or activities.

12. FOREST SERVICE LIABILITY. The Forest Service shall not be liable to the depositor or landowner for any damage incident to the performance of this agreement.

Prospectus for Campground and related Granger-Thye Concessions, Mt. Hood National Forest 2012
APPENDIX 16 – Sample Collection Agreement for GT Offset Work

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last date written below.

XXXXX
Director
XXXX

Date

XXXX
Forest Supervisor
Mt. Hood National Forest

Date

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

DATE
FS Agreements Coordinator

Financial Plan for 09-CO- 11060600-005
between
XXXX
and
USDA Forest Service, Mt. Hood National Forest
2008 GT Operating Season

Project #	Project Description	Total Cost
08-CR-002		
08-CR-003		
08-ZZ-001		
08-ZZ-003		
08-ZZ-005		
08-ZZ-006		
08-HR-002		
08-HR-003		
08-HR-004		
TOTAL FORCE ACCOUNT WORK SUBJECT TO BURDEN		
TOTAL BURDEN FOR FORCE ACCOUNT WORK AT 8.0%		
TOTAL PASS-THROUGH CONTRACT WITHOUT BURDEN		
TOTAL COSTS TO BE COLLECTED		
TOTAL COSTS COLLECTED UNDER AGREEMENT 09-CO-11060600-05		