

Appendix 15: Sample Collection Agreement for Granger- Thye Offset Work (FS 1500-11)

Prospectus for the Operation & Maintenance of Forest Recreation Facilities -
Sawtooth National Forest, Sawtooth National Recreation Area

R4 Campground Concession
Collection Agreement
between
<Name of Holder>
and
<Name> National Forest

Agreement Number: _____

Holder Tax ID #: _____

THIS COLLECTION AGREEMENT is made by **(name of holder)** and the U.S. Department of Agriculture, Forest Service, Sawtooth National Forest (the FS), under Section 5 of the Granger-Thye Act, 16 U.S.C. 572.

The holder operates a FS campgrounds authorized by the campground concession special-use permit (G-T) dated ____;

(Select either #1 or #2 and delete the other)

1) The Holder has requested the FS to perform and the FS is willing to perform under a Collection Agreement

OR

2) The FS is requiring that it perform under a Collection Agreement, the following projects listed in the annual fee offset agreement (FS-2700-4h, Appendix B): **(List all agreed to and approved projects – this list needs to correlate directly to the list shown in Appendix B);**

The cost of those projects may be used to offset the permit fee in accordance with the fee offset agreement;

In consideration of the above, the parties agree as follows:

A. The Holder shall:

1. Make advance payments, in accordance with the permit, in amounts sufficient to cover the total cost of performing the Government maintenance and reconditioning work listed in this agreement, including overhead as determined by the FS up to __ percent of project costs **(Note: The overhead rate is established by the WO each calendar year in the Program Direction. Check with your unit's Grants & Agreements Specialist for the current rate.)**

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2. The Holder shall furnish their tax identification number upon execution of this instrument.

B. The FS shall:

1. Bill the Holder prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead), as shown in Attachment A, for the specific payment period. Overhead will be assessed at the rate of ____%. **(Note: The overhead rate is established by the WO each calendar year in the Program Direction. Check with your unit's Grants & Agreements Specialist for the current rate.)**

Billings shall be sent to:

2. Deposit all cash funds received under the terms of this Agreement to a Forest Service Cooperative Work Fund to be used for the purpose for which contributed, including related overhead expenses.
3. Upon receipt of payment from the holder, perform the Government maintenance and reconditioning projects listed in this agreement.
4. Contributions authorized for use by the Forest Service, which are not spent or obligated for the project(s) approved under this instrument, will be refunded to the Holder or authorized for use for new projects by the holder. Due to processing costs, any balance less than \$40 will not be refunded.

C. It is mutually agreed that:

1. This agreement in no way restricts the FS or the Holder from participating in similar activities with other public or private agencies, organizations, or individuals.
2. Any Holder contributions made under this agreement do not directly or indirectly convey FS endorsement of the Holder's products or activities.
3. 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. The Forest Service is not obligated to fund any changes not properly approved in advance.
4. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

No parties 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

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Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. Excess funds shall be refunded within 60 days after the effective period.

5. This instrument is executed as of the date of last signature and is effective through _____ at which time it will expire unless extended.
6. The Forest Service shall not be liable to the Holder for any damage incident to the performance of this agreement.
7. Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
8. 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 instrument shall entitle the Holder 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.
9. The Holder 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.
10. The Forest Service's performance under this instrument is contingent upon receiving Budget Authority. Once Budget Authority is obtained, Forest Service performance under the terms of the instrument 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 the instrument until the Forest Service obtains Budget Authorization for subsequent Fiscal Years.
11. By signature below, the Holder certifies that the individuals listed in this document as representatives of the Holder are authorized to act in their respective areas for matters related to this agreement.
12. The principal contacts for this instrument are:

Forest Service Project Contact

Holder Project Contact

Phone:

Phone:

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FAX:
E-Mail:

FAX:
E-Mail:

Forest Service Administrative Contact

Holder Administrative Contact

Phone:
FAX:
E-Mail:

Phone:
FAX:
E-Mail:

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

Date

[TITLE]
for [HOLDER NAME]

Date

Forest Supervisor

National Forest

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

Date

National Forest Grants & Agreements Specialist

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ATTACHMENT A

FINANCIAL AND OPERATING PLAN

**Which must be defined within the scope of Gov. MRRI
and related directly to the % of offset work
performed by the F.S.
(ref: paragraph 2 of Appendix B)**

The cost items are estimated for the _____ Collection Agreement as follows:

	Estimated Costs
Salaries	\$
Equipment	\$
Supplies	\$
Travel	\$
Other	\$
Total Direct Costs	\$
Add: Overhead (___ %)	\$
(Note: Overhead is only applicable to Forest Service force account work)	
Total Estimated Project Cost	\$

****Provide a descriptive breakdown for each cost item.**