Appendix 11: Granger-Thye Fee Offset Agreement (FS-2700-4h, Appendix B)

Granger-Thye (G-T) Fee Offset Agreement

<As owner of the improvements, it is the Government's intent to ensure that the Maintenance, Reconditioning, Renovation, or Improvement (MRRI) is completed to arrest deterioration and appreciably prolong the life of the improvements.>

All Government MRRI performed is at the sole discretion of the authorized officer. Any materials, equipment, or fixtures made a part of existing Government improvements resulting from the Government MRRI become the property of the United States.

<The permit fee may be offset in whole or in part by the value of Government MRRI performed at the permit holder's expense.>

The FS and the permit holder must annually enter into a G-T fee offset agreement (2700-4h, appendix B) that specifies whether the concessionaire is required or has the option to enter into a collection agreement to have the FS perform the work.

<u>Any work</u> that is to be considered to be and given credit for being "offset" must be listed and approved in Appendix B prior to the seasonal opening of the sites. Both the permit administrator and the permittee bear the responsibility of completing the fee offset agreement prior to the opening of the sites.

< CRITICAL ---- This annual agreement must be completed and signed prior to the seasonal opening of the sites.>

Claims for fee offset must be documented using the G-T Fee Offset Certification Form.

Applicants proposing to perform any annual G-T fee offset work must submit either an FS approved indirect cost rate or accounting procedures and documentation of their historical indirect cost rate.

USDA Forest Service

OMB 0596-0082 FS-2700-4h, Appendix B (03/06)

Authorization ID

Contact ID

Expiration

APPENDIX B ANNUAL GRANGER THYE FEE OFFSET AGREEMENT SPECIAL USE PERMIT

For Campground and Related Granger-Thye Concessions
AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d
<Reference FSH 2709.11 chapter 50>

This Annual Granger-Thye (GT) Fee Offset Agreement is made by [name] (the Holder) and the U.S. Department of Agriculture, Forest Service, [name] National Forest (the Forest Service), under section 7 of the G-T Act, 16 U.S.C. 580d, and clause IV.E of the special-use permit issued to the holder on [date] (the permit).

The total estimated annual permit fee is [amount]. [] percent of that permit fee may be offset by the cost incurred by the Holder for the Government maintenance, reconditioning, renovation, or improvement (MRRI) projects listed below in accordance with this agreement. Additionally, [] percent of that fee may be offset by the cost incurred by the Forest Service for the Government MRRI projects under a separate collection agreement. Projects to be performed by the Holder shall be completed by the date specified and within the Holder's fiscal year for the year the fee is due. The Forest Service may modify the projects and dates as necessary, after consultation with the Holder.

The actual cost of each project that is satisfactorily completed as determined by the Forest Service may be offset against the holder's permit fee. Due dates and cost estimates for completion of each project are enumerated below. Examples of allowable costs include salaries and wages, materials and supplies, and subcontracts that are direct costs of a G-T fee offset project and indirect costs based on an approved indirect cost rate. The total cost for Government MRRI projects to be performed under this agreement shall not exceed the annual fee.

Upon a determination by the Forest Service that a project has been satisfactorily completed by the holder, the holder shall submit documentation of its actual cost to the Forest Service and shall certify that the representations in that documentation are accurate and complete. The certification shall be signed and dated, and shall state that failure to sign the certification shall vitiate the fee offset claim. The Forest Service shall verify that documentation before giving any credit against the holder's permit fee, and reserves the right not to grant any fee offset if any of the representations in the documentation is inaccurate or incomplete.

The Holder shall perform the work itemized below under this agreement.

Description of Project	Due Date	Estimated cost	Completion Date	Actual Cost
[itemize projects]				
Signed: Holder or Holder's Agent			Date	
Signed:				
Authorized Officer			Date	