

Appendix 15:
Sample Collection Agreement for
Granger-Thye Fee Offset Work

Collection Agreement
between
<Name of Holder>
and
<Name> National Forest

Agreement Number: _____

Cooperator Tax ID #: _____

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

WHEREAS, the holder operates a FS campground (or campgrounds) under a special-use permit dated ____;

WHEREAS (SELECT EITHER #1 or #2) 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 fee offset agreement: (List all agreed to and approved projects);

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

THEREFORE, 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.
2. Pursuant to the Debt Collection Improvement Act of 1996, as amended by P.L. 104-134, furnish their tax identification number upon execution of this instrument. Cooperator also agrees that notice of the FS's intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with the Government, has hereby been given.

B. The FS shall:

1. Deposit payments received from the holder under this agreement into the FS cooperative work fund.
2. Upon receipt of payment from the holder, perform the Government maintenance and reconditioning projects listed in this agreement.
3. Contributions authorized for use by the FS, which are not spent or obligated for project(s) approved under this instrument, will be refunded to the cooperator authorized for use for new projects by the cooperative.

C. It is mutually agreed that:

1. No member of or delegate to Congress or resident commissioner shall receive any benefit that may arise from this agreement; provided, that this provision shall not apply to this agreement if it is made with a corporation for its general benefit.
2. 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.
3. Any holder contributions made under this agreement do not directly or indirectly convey FS endorsement of the holder's products or activities.
4. Modification of this agreement shall be made by in writing mutual consent of the parties and shall be signed and dated by both parties. The FS is not obligated to fund any modifications that are not made in accordance with this clause.
5. Either party(s), in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. The FS shall not incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as in possible. Full credit shall be allowed for FS expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
6. Unless terminated by written notice, this agreement shall remain in effect until the end of the initial permit term. If the permit term is extended, this agreement may be extended in writing for the same period as the permit term.
7. Per 16 U.S.C. 572, the United States shall not be liable to the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees for any loss, personal injury, or death occurring in connection with performance of work under this agreement, and the holder on behalf of itself and its heirs, assigns, agents, employees, contractors, and lessees hereby waives any and all claims against the United States for compensation for any loss, personal injury, or death occurring in connection with performance of work under this agreement.

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

Date

[TITLE]
for [HOLDER NAME]

Date

Authorized Officer

_____ National Forest