

FS Agreement No.  
Cooperator Agreement No.

0X-CO-11XX

COLLECTION AGREEMENT  
Between  
USDA, FOREST SERVICE,  
And

This COLLECTION AGREEMENT is hereby entered into by and between the USDA Forest Service, \_\_\_\_\_, hereinafter referred to as the Forest Service, and the \_\_\_\_\_, hereinafter referred to as \_\_\_\_\_ under the provisions of the \_\_\_\_\_.

A. PURPOSE:

B. THE FOREST SERVICE SHALL:

- 1.
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.

C. THE \_\_\_\_\_ SHALL:

- 1.

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. TAXPAYER IDENTIFICATION NUMBER. The cooperator shall furnish their tax identification number upon execution of this instrument.
2. 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).
3. 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. The Forest Service is not obligated to fund any changes not properly approved in advance.
4. REFUNDS. 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 cooperator or authorized for use for new projects by the cooperator. Due to processing costs, any balance less than \$40 will not be refunded.
5. 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 instrument shall entitle the cooperator 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.

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6. LEGAL AUTHORITY. The cooperator 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.
7. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
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.

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 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.

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

***Forest Service Project Contact***

***Cooperator Project Contact***

Phone:  
FAX:  
E-Mail:

Phone:  
FAX:  
E-Mail:

***Forest Service Administrative Contact***

***Cooperator Administrative Contact***

Phone:  
FAX:  
E-Mail:

Phone:  
FAX:  
E-Mail:

10. ADVANCE BILLING. Bill the cooperator 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        %.

Billings shall be sent to:

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11. REIMBURSABLE BILLING. Bill the Cooperator \_\_\_\_\_, for funds sufficient to cover the actual costs for the specific payment period. Overhead will be assessed at the rate of \_\_\_\_\_ %.

Billings shall be sent to:

12. REIMBURSABLE BILLING. Bill the cooperator \_\_\_\_\_, for funds sufficient to cover the costs for the specific payment period. All reimbursement billings shall be completed within the same fiscal year as Forest Service expenditures. Overhead at the rate of \_\_\_\_\_ % will be assessed. Overhead will not be assessed.

Billings shall be sent to:

If payment is not received to the satisfaction of the Forest Service by the date specified on the Form FS-6500-89, Bill for Collection, the Forest Service shall exercise its rights regarding the collection of debts owed the United States.

This includes conditions specified in associated payment bonds guaranteeing such payments.

13. PAYMENT BOND REQUIREMENT. Cooperator shall furnish and maintain a payment bond acceptable to the Forest Service in the amount of \$ \_\_\_\_\_ before any work commences under this agreement.
14. ENDORSEMENT. Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's product or activities.
15. 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.
16. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through \_\_\_\_\_ at which time it will expire unless extended.
17. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

The PARTIES HERETO have executed this instrument.

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USDA FOREST SERVICE

DATE

DATE

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

DATE

FS Agreements Coordinator

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**FOR FOREST SERVICE USE ONLY**

Agreement #: 05-CO-1102  
Spending Limit for FY05:  
Burden (overhead rate):  
Job Code:  
Billing Frequency (advance lump sum, monthly,  
quarterly, semi-annual, annual):  
Vendor ID (multiple partners?):  
If Federal, Agency Location Code:  
Program Manager and Phone #:  
Termination Date:

**BURDEN AND NONDISCRIMINATION STATEMENTS**

*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-NEW. 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.*

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OMB 0596-New  
FS-1500-NEW5

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*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.*