



FS Agreement No. \_\_\_\_\_

Cooperator Agreement No. \_\_\_\_\_

**COLLECTION AGREEMENT  
Between The  
And The  
USDA, FOREST SERVICE**

This COLLECTION AGREEMENT is hereby entered into by and between the \_\_\_\_\_, hereinafter referred to as “\_\_\_\_\_”, and the USDA, Forest Service, \_\_\_\_\_, hereinafter referred to as the “U.S. Forest Service,” under the provisions of the Granger-Thye Act of April 24, 1950.

Background: The \_\_\_\_\_ Hydroelectric Project No. \_\_\_\_\_ is authorized by the Federal Power Act of June 5, 1920 (P.L. 66-280, 41 Stat. 1063, as amended) and the Federal Land Policy and Management Act of October 21, 1976 (P.L. 94-579).

The \_\_\_\_\_ Settlement Agreement and/or License dated \_\_\_\_\_, for the \_\_\_\_\_ Project No. \_\_\_\_\_ establishes that \_\_\_\_\_ is responsible for the work addressed herein. This Agreement has been executed pursuant to the Settlement Agreement and/or License.

Title:

**I. PURPOSE:** The purpose of this Collection Agreement is to document the contribution of funds from \_\_\_\_\_ to the U.S. Forest Service set forth in Section \_\_\_\_\_ of the Settlement Agreement and/or License. The Federal Energy Regulatory Commission (FERC) issued the Order on Offer of Settlement and/or Issuing New License/New License Order on \_\_\_\_\_ for the \_\_\_\_\_ Project that requires \_\_\_\_\_ to implement \_\_\_\_\_ measures on National Forest System Lands. The parties to this agreement have determined that it is in their best interests to cooperate in implementing \_\_\_\_\_. Since the project is located on National Forest System lands the U.S. Forest Service is ultimately responsible for all land management actions and therefore is in the best position to ensure performance of work.

**II. THE SHALL:**

A. LEGAL AUTHORITY. \_\_\_\_\_ shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.



- B. Provide funding for the projects addressed in this collection agreement. Refer to project list and the attached financial plan.
- C. Upon presentation of a Bill for Collection, Choose from the drop down the U.S. Forest Service the amount agreed to in the Financial Plan.
- D.

**III. THE U.S. FOREST SERVICE SHALL:**

A. ADVANCE BILLING. The maximum total cost liability to the \_\_\_\_\_ for this agreement is \$ \_\_\_\_\_. The U.S. Forest Service shall bill Error: Reference source not found prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead is assessed at the rate of \_\_\_\_\_ percent.

Billing Method:

Billing must be sent to:


B. REIMBURSABLE BILLING. The maximum total cost liability to the \_\_\_\_\_ for this agreement is \$ \_\_\_\_\_. The U.S. Forest Service shall bill Error: Reference source not found as of \_\_\_\_\_ for funds sufficient to cover the costs for the specific payment period. All reimbursement billings must be completed within the same fiscal year as U.S. Forest Service expenditures. Overhead is assessed at the rate of \_\_\_\_\_ percent.

Billings must be sent to:

The U.S. Forest Service is required to issue bills for expenditures incurred under reimbursable agreements at the end of or prior to the end of each fiscal year. Therefore, an out-of-cycle bill may be received by \_\_\_\_\_.

If payment is not received to the satisfaction of the U.S. Forest Service by the date specified on the Bill for Collection (Form FS-6500-89), the U.S. Forest Service shall exercise its rights regarding the collection of debts owed to the United States. Conditions specified in an associated payment bond guaranteeing payment must also be met.



C. SPECIAL BILLING REQUIREMENTS – FINANCIAL DOCUMENTATION.

Reimbursable billings shall be issued at the prescribed frequency based on expenditures recorded in the U.S. Forest Service accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. U.S. Forest Service Transaction Register listing itemized expenses will be provided upon request at the end of a project or annually for long-term agreements. Provision of the Transaction Register or other supporting documentation accompanying individual bills will be limited to agreements over \$2,500, and only when cooperator requirements are clearly defined within this clause.

The special billing requirements are:

D. SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION. The U.S. Forest Service Program Manager shall provide \_\_\_\_\_ with a written report that meets \_\_\_\_\_’s specific documentation requirements.

E. Perform in accordance with the attached Financial Plan.

F.

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

A. FINANCIAL PLAN. The attached Financial Plan documents the funds that will be transferred to the U.S. Forest Service by \_\_\_\_\_ to complete \_\_\_\_\_ work identified in this agreement. \_\_\_\_\_’s payments for work in subsequent fiscal years will be documented via modification of this agreement. Each modification will include a financial plan showing the cost calculation and a detailed breakdown for all cost elements (See Financial Plan).

B. COORDINATION MEETINGS. Formal coordination will be accomplished through:

1. Annual Planning Meetings: The two parties will meet at least once annually, before the beginning of the U.S. Forest Service fiscal year (U.S. Forest Service fiscal year ends September 30) to develop and agree upon the Annual Work Plans (via Modification) for the upcoming year.

The parties will also review the overall implementation of the collection agreement. Modifications to the collection agreement may be identified and formalized as a result of these meetings (see Modification provision).

2. Mandatory Collection Agreement Reviews: At five year intervals, the two parties will meet to: (1) review the terms of this collection agreement and the resource coordination and monitoring implementation plan for the \_\_\_\_\_ and (2) formalize any needed modifications in order to ensure adequate coordination of this long-term effort.



C. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

D. FOREST SERVICE LIABILITY TO THE COOPERATOR. The United States shall not be liable to the Cooperator for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work by the U.S. Forest Service or its contractors under this agreement, including but not limited to damage to any property owned by the Cooperator or any third party.

E. REFUNDS. Funds collected in advance by the U.S. Forest Service, which are not spent or obligated for the project(s) approved under this agreement, may be refunded to \_\_\_\_\_, authorized for use for a new agreement by \_\_\_\_\_, or waived by \_\_\_\_\_. A DUNS number and registration in the System for Award Management (SAM) by \_\_\_\_\_ may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to \_\_\_\_\_.

F. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. \_\_\_\_\_ is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

" \_\_\_\_\_ of the U.S. Forest Service, Department of Agriculture, \_\_\_\_\_."



may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.

- G. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- H. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- I. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or from participating in similar activities with other public or private agencies, organizations, and individuals.
- J. ENDORSEMENT. Any of 's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of 's products or activities.
- K. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To , at 's address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.



- L. COLLABORATION. The U.S. Forest Service and \_\_\_\_\_ may mutually agree to collaborate in the review of draft publications, interpretive signs, manuscripts, and other printed material and audiovisuals prior to completion. This agreement, in and of itself, does not authorize \_\_\_\_\_'s participation in the project.
- M. USE OF U.S. FOREST SERVICE INSIGNIA. In order for \_\_\_\_\_ to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- N. BUILDING AND COMPUTER ACCESS BY NON-FOREST SERVICE PERSONNEL. \_\_\_\_\_ may be granted access to Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3505 and Departmental Manual 4620-02. Those granted computer access must fulfill all Forest Service requirements for mandatory security awareness and role-based advance security training, and sign all applicable Forest Service statements of responsibilities.
- O. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. \_\_\_\_\_ shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- P. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements. No part of this agreement entitles \_\_\_\_\_ to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.
- Q. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with \_\_\_\_\_'s contributions shall become the property of the U.S. Forest Service.
- R. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.



- S. TERMINATION FOR COLLECTION AGREEMENTS. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
  
- T. LIABILITIES. The United States, acting by and through the U.S. Forest Service, hereby agrees to bear any and all liabilities of any kind related to the exercise of the U.S. Forest Service’s rights under the Federal Tort Claims Act (FTCA), 28 U.S.C. 2671 et. seq., or any other applicable act wherein Congress specifically waived sovereign immunity of the United States.
  
- U. DEBARMENT AND SUSPENSION. shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
  
- V. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and has an expiration date of . The expiration date is the final date for completion of all work activities under this agreement.

- W. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

\_\_\_\_\_, Date

\_\_\_\_\_,  
U.S. Forest Service, Date



The authority and format of this agreement have been reviewed and approved for signature.

Date

U.S. Forest Service Grants & Agreements Specialist

Burden Statement

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 0596-0217. The time required to complete this information collection is estimated to average 4 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.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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.