

Appendix 11

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

Granger-Thye (G-T) Fee Offset Agreement

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 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.

Any work that is to be considered to be and given credit for being “offset” must be listed and approved in Appendix B prior to the work being performed. Both the permit administrator and the holder bear the responsibility of completing the fee offset agreement prior to the work being performed and preferably prior to the operating season.

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

Holders proposing to perform any annual G-T fee offset work must submit an FS approved indirect cost rate in order to receive credit for indirect costs.

Authorization ID [redacted]

Contact ID [redacted]

Expiration [redacted]

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
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[itemize projects]

Signed: _____
Holder or Holder's Agent Date

Signed: _____
Authorized Officer Date