

**Water Supply Reserve Fund  
Water Activity Summary Sheet  
March 21-22, 2018  
Agenda Item 25(v)**

**Applicant & Grantee:** Trout Unlimited

**Water Activity Name:** Spruce Lakes Wilderness Reservoir Maintenance Project

**Water Activity Purpose:** Environmental & Recreational Implementation

**County:** Mineral County

**Drainage Basin:** Rio Grande

**Water Source:** Spruce Lakes

**Amount Requested:** \$65,500 Rio Grande Basin Account

**Matching Funds:** Applicant Match (cash & in-kind) = \$32,380

- 49% of the basin request (meets 25% min)
- 33% of the total project cost of \$97,880

|                              |
|------------------------------|
| <b>Staff Recommendation:</b> |
|------------------------------|

|  |
|--|
| Staff recommends approval of up to \$65,500 from the Rio Grande Basin Account to fund the project titled: Spruce Lakes Wilderness Reservoir Maintenance Project. |
|--|

**Water Activity Summary:** WSRF grant funds, if approved, will help address maintenance issues at two reservoirs located within the Weminuche Wilderness that have been severely impacted by Spruce Bark Beetle. Using explosives, the project will directionally fall dead standing spruce trees away from the reservoirs, reducing the long-term maintenance requirements as directed by Colorado's State Engineers Office for Dam Safety. The water rights in the reservoirs (202 AF) are privately owned and used for irrigation in the Del Norte area in the San Luis Valley. The reservoirs are stocked with native Rio Grande Cutthroat trout by Colorado Parks and Wildlife for the benefit of the public as a recreational resource and to protect the rare native trout in its native range. Spruce Lakes are located along the Continental Divide Trail and provide substantial recreational and aesthetic benefits to trail users and the general public. The objective is to fall the dead trees away from the lakes to reduce maintenance in the future that is incredibly difficult to accomplish with Wilderness approved tools. The project is also designed to maintain wilderness character by simulating a natural fall down event rather than clean cut stumps. The project is a good example of public/private partnership on public lands.

**Discussion:** As described in the Rio Grande Roundtable chair's recommendation letter, this project was supported and recommended for approval on November 14, 2017.

This project assists in satisfying Colorado's Water Plan Critical Goals and Actions as identified in Chapter 10.3, *F. Watershed Health, Environment, and Recreation*, by protecting economic values to local economies that rely on environmental and recreational water uses. This project also aligns with the Rio Grande Basin Implementation Plan. Specifically, the project addresses 7 out of 14 basin-wide goals as follows:

- #2) Protect and preserve the doctrine of prior appropriation and vested water rights, and fully utilize Colorado's compact entitlements as specified under the Rio Grande and Costilla Creek compacts.
- #4) Operate, maintain, rehabilitate, and create necessary infrastructure to meet the Basin's long-term water needs, including storage.
- #5) Manage water use to sustain optimal agricultural economy throughout the Basin's communities
- #6) Support the development of projects and methods that have multiple benefits for agricultural, municipal and industrial, and environmental and recreational water needs.
- #10) Promote water management and administrative practices that are adaptive, flexible, and responsive to optimize multiple benefits.
- #11) Protect, preserve, and enhance terrestrial and aquatic wildlife habitats throughout the Basin.
- #14) Maintain and enhance water-dependent recreational activities

**Issues/Additional Needs:** No additional needs have been identified.

**Eligibility Requirements:** The application meets requirements of all eligibility components.

**Evaluation Criteria:** Staff has determined this activity satisfies the Evaluation Criteria.

**Funding Summary / Matching Funds:**

| <b><u>Funding Source</u></b>            | <b><u>Cash</u></b> | <b><u>In-Kind</u></b> | <b><u>Total</u></b> |
|---|--------------------|-----------------------|---------------------|
| United States Forest Service            | \$0                | \$24,880              | \$24,880            |
| Rick Davie, David Colville, Harold Peck | \$7,500            | \$0                   | \$7,500             |
| <b>Subtotal</b>                         | <b>\$7,500</b>     | <b>\$24,880</b>       | <b>\$32,380</b>     |
| WSRF Rio Grande Basin Account           | \$65,500           | n/a                   | \$65,500            |
| <b>Totals</b>                           | <b>\$73,000</b>    | <b>\$24,880</b>       | <b>\$97,880</b>     |

**CWCB Project Manager:** Megan Holcomb

Rio Grande Basin Round Table  
623 4<sup>th</sup> street  
Alamosa, Co. 81101  
February 26<sup>th</sup>, 2018

Ms. Megan Holcomb, Program Manager  
Colorado Water Conservation Board  
1313 Sherman St. Room 718  
Denver, CO 80203

Re: Spruce Lakes Wilderness Reservoir Maintenance Project

Dear Ms. Holcomb

Please accept this letter as a record of the Rio Grande Basin Roundtables unanimous support and approval for Trout Unlimited's project, "Spruce Lakes Wilderness Reservoir Maintenance Project". This project was approved for basin funds in the amount of \$65,500.

There was discussion but no opposition to this project since it meets numerous basin and statewide waterplan goals.

Sincerely,

*Nathan Coombs*

Nathan Coombs  
Chair, Rio Grande Basin Roundtable



Last Update: August 3, 2017

## Colorado Water Conservation Board

### Water Supply Reserve Fund Grant Application

#### Instructions

All WSRF grant applications shall conform to the current [2016 WSRF Criteria and Guidelines](#).

To receive funding from the WSRF, a proposed water activity must be approved by a Roundtable(s) **AND** the Colorado Water Conservation Board (CWCB). The process for Roundtable consideration and recommendation is outlined in the 2016 WSRF Criteria and Guidelines. The CWCB meets bimonthly according to the schedule on page 2 of this application.

If you have questions, please contact the current CWCB staff Roundtable liaison:

#### Arkansas

Ben Wade  
[ben.wade@state.co.us](mailto:ben.wade@state.co.us)  
303-866-3441 x3238

#### Gunnison | North Platte | South Platte | Yampa/White

Craig Godbout  
[craig.godbout@state.co.us](mailto:craig.godbout@state.co.us)  
303-866-3441 x3210

#### Colorado | Metro | Rio Grande | Southwest

Megan Holcomb  
[megan.holcomb@state.co.us](mailto:megan.holcomb@state.co.us)  
303-866-3441 x3222

#### WSRF Submittal Checklist (Required)

|                       |   |
|-----------------------|---|
| X                     | I acknowledge this request for funding was recommended for CWCB approval by the sponsoring Basin Roundtable(s).           |
| X                     | I acknowledge I have read and understand the <a href="#">2016 WSRF Criteria and Guidelines</a> .                          |
| X                     | I acknowledge the Grantee will be able to contract with CWCB using the <a href="#">Standard Contract</a> . <sup>(1)</sup> |
| Exhibit A             |   |
| X                     | <a href="#">Statement of Work</a> <sup>(2)</sup> (Word – see Exhibit A Template)  |
| X                     | <a href="#">Budget &amp; Schedule</a> <sup>(2)</sup> (Excel Spreadsheet – see Exhibit A Template)                         |
|                       | Letters of Matching and/or Pending 3 <sup>rd</sup> Party Commitments <sup>(2)</sup>                                       |
| Exhibit C             |   |
| X                     | Map <sup>(2)</sup>  |
|                       | Photos/Drawings/Reports   |
|                       | Letters of Support  |
|                       | Certificate of Insurance <sup>(3)</sup> (General, Auto, & Workers' Comp.)   |
| Contracting Documents |   |
|                       | Certificate of Good Standing <sup>(3)</sup>   |
|                       | W-9 <sup>(3)</sup>  |
|                       | Independent Contractor Form <sup>(3)</sup> (If applicant is individual, not company/organization)                         |
|                       | Electronic Funds Transfer (ETF) Form <sup>(3)</sup>   |

(1) Click "Grant Agreements". For reference only/do not fill out or submit/required for contracting

(2) Required with application if applicable.

(3) Required for contracting. While optional at the time of this application, submission can expedite contracting upon CWCB Board approval.



Last Update: August 3, 2017

| Schedule     |                             |                              |
|--------------|-----------------------------|------------------------------|
| CWCB Meeting | Application Submittal Dates | Type of Request              |
| January      | December 1                  | Basin Account; BIP           |
| March        | February 1                  | Basin/Statewide Account; BIP |
| May          | April 1                     | Basin Account; BIP           |
| July         | June 1                      | Basin Account; BIP           |
| September    | August 1                    | Basin/Statewide Account; BIP |
| November     | October 1                   | Basin Account/BIP            |

| Desired Timeline                |          |
|---------------------------------|----------|
| Desired CWCB Hearing Month:     | March    |
| Desired Notice to Proceed Date: | May 2018 |

| Water Activity Summary                         |   |  |
|--|---|--|
| Name of Applicant                              | Trout Unlimited                                       |  |
| Name of Water Activity                         | Spruce Lakes Wilderness Reservoir Maintenance Project |  |
| Approving Roundtable(s)                        | Basin Account Request(s) <sup>(1)</sup>               |  |
|  |   |  |
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|  |   |  |
| Basin Account Request Subtotal                 | \$ 65,500   |  |
| Statewide Account Request <sup>(1)</sup>       | \$  |  |
| Total WSRF Funds Requested (Basin & Statewide) | \$ 65,500   |  |
| Total Project Costs                            | \$ 65,500   |  |

(1) Please indicate the amount recommended for approval by the Roundtable(s)



Last Update: August 3, 2017

| Grantee and Applicant Information             |  |
|---|--|
| Name of Grantee(s)                            | Trout Unlimited                                  |
| Mailing Address                               | 1777 N. Kent St., Suite 100, Arlington VA 22209  |
| FEIN  |  |
| Grantee's Organization Contact <sup>(1)</sup> | Kevin Terry                                      |
| Position/Title                                | Rio Grande Basin Project Manager                 |
| Email   | kterry@tu.org                                    |
| Phone   | 970-799-7682                                     |
| Grant Management Contact <sup>(2)</sup>       | <u>Kevin Terry</u>                               |
| Position/Title                                | Rio Grande Basin Project Manager                 |
| Email   | <a href="mailto:kterry@tu.org">kterry@tu.org</a> |
| Phone   | 970-799-7682                                     |
| Name of Applicant (if different than grantee) |  |
| Mailing Address                               |  |
| Position/Title                                |  |
| Email   |  |
| Phone   |  |

(1) Person with signatory authority

(2) Person responsible for creating reimbursement invoices (Invoice for Services) and corresponding with CWCB staff.

| Description of Grantee  |
|---|
| Provide a brief description of the grantee's organization (100 words or less).  |
| <p>Trout Unlimited is the nation's oldest and largest coldwater conservation non-profit organization with more than 150,000 members nationwide dedicated to conserving, protecting and restoring North America's trout and salmon fisheries and their watersheds. Since 1959, TU staff and volunteers have worked toward the protection of sensitive ecological systems necessary to support robust native and wild trout populations in their respective ranges.</p> |



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| Type of Eligible Entity (check one) |   |
|-------------------------------------|---|
|                                     | <b>Public (Government):</b> municipalities, enterprises, counties, and State of Colorado agencies. Federal agencies are encouraged to work with local entities. Federal agencies are eligible, but only if they can make a compelling case for why a local partner cannot be the grant recipient. |
|                                     | <b>Public (Districts):</b> authorities, Title 32/special districts (conservancy, conservation, and irrigation districts), and water activity enterprises  |
|                                     | <b>Private Incorporated:</b> mutual ditch companies, homeowners associations, corporations  |
|                                     | <b>Private Individuals, Partnerships, and Sole Proprietors:</b> are eligible for funding from the Basin Accounts but not for funding from the Statewide Account.  |
| X                                   | <b>Non-governmental organizations:</b> broadly, any organization that is not part of the government   |
|                                     | <b>Covered Entity:</b> as defined in <a href="#">Section 37-60-126 Colorado Revised Statutes</a>  |

| Type of Water Activity (check one) |                |
|------------------------------------|----------------|
|                                    | Study          |
| X                                  | Implementation |

| Category of Water Activity (check all that apply) |                                |          |
|---|--------------------------------|----------|
| x   | Nonconsumptive (Environmental) |          |
| x   | Nonconsumptive (Recreational)  |          |
| x   | Agricultural                   |          |
|   | Municipal/Industrial           |          |
|   | Needs Assessment               |          |
|   | Education & Outreach           |          |
|   | Other                          | Explain: |

| Location of Water Activity   |                |
|--|----------------|
| Please provide the general county and coordinates of the proposed activity below in <b>decimal degrees</b> . The Applicant shall also provide, in Exhibit C, a site map if applicable. |                |
| County/Counties  | Mineral County |
| Latitude   | 37.512500      |
| Longitude  | 106.865379     |



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### Water Activity Overview

Please provide a summary of the proposed water activity (200 words or less). Include a description of the activity and what the WSRF funding will be used for specifically (e.g. studies, permitting, construction). Provide a description of the water supply source to be utilized or the water body affected by the activity. Include details such as acres under irrigation, types of crops irrigated, number of residential and commercial taps, length of ditch improvements, length of pipe installed, area of habitat improvements. If this project addresses multiple purposes or spans multiple basins, please explain. The Applicant shall also provide, in Exhibit A, a detailed Statement of Work, Budget, and Schedule.

The project will address maintenance issues at two reservoirs located within the Weminuche Wilderness that have been severely impacted by Spruce Bark Beetle. Using explosives, the project will directionally fall dead standing spruce trees away from the reservoirs, reducing the long-term maintenance requirements as directed by Colorado's State Engineers Office for Dam Safety. The water rights in the reservoirs (202 AF) are privately owned and used for irrigation in the Del Norte area in the San Luis Valley. The reservoirs are stocked with native Rio Grande Cutthroat trout by Colorado Parks and Wildlife for the benefit of the public as a recreational resource and to protect the rare native trout in its native range. Spruce Lakes are located along the Continental Divide Trail and provide substantial recreational and aesthetic benefits to trail users and the general public. The objective is to fall the dead trees away from the lakes to reduce maintenance in the future that is incredibly difficult to accomplish with Wilderness approved tools. The project is also designed to maintain wilderness character by simulating a natural fall down event rather than clean cut stumps. The project is a great example of Public/Private partnership on public lands.

### Measurable Results

To catalog measurable results achieved with WSRF funds please provide any of the following values.

|          |  |          |
|----------|--|----------|
|          | New Storage Created (acre-feet)  |          |
|          | New Annual Water Supplies Developed or Conserved (acre-feet),<br>Consumptive or Nonconsumptive |          |
| 202 AF   | Existing Storage Preserved or Enhanced (acre-feet)   |          |
|          | Length of Stream Restored or Protected (linear feet)   |          |
|          | Efficiency Savings (indicate acre-feet/year OR dollars/year)                                   |          |
| 24 acres | Area of Restored or Preserved Habitat (acres)  |          |
|          | Length of Pipe/Canal Built or Improved   |          |
|          | Other  | Explain: |



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### Water Activity Justification

Provide a description of how this water activity supports the goals of [Colorado's Water Plan](#), the most recent [Statewide Water Supply Initiative](#), and the respective [Roundtable Basin Implementation Plan](#) and [Education Action Plan](#) <sup>(1)</sup>. The Applicant is required to reference specific needs, goals, themes, or Identified Projects and Processes (IPPs), including citations (e.g. document, chapters, sections, or page numbers).

For applications that include a request for funds from the Statewide Account, the proposed water activity shall be evaluated based upon how well the proposal conforms to Colorado's Water Plan criteria for state support (CWP, Section 9.4, pp. 9-43 to 9-44;) (Also listed pp. 4-5 in [2016 WSRF Criteria and Guidelines](#)).

**This project supports many of the goals in the Colorado Water Plan. Specific goals from Chapter 6 are included below:**

**Section 6.6 Environmental and Recreational Projects and Methods**

- Promote restoration, recovery, sustainability, and resiliency of endangered, threatened, and imperiled aquatic- and riparian-dependent species and plant communities.
- Protect and enhance economic values to local and statewide economies that rely on environmental and recreational water uses, such as fishing, boating, waterfowl hunting, wildlife watching, camping, and hiking.
- Support the development of multipurpose projects and methods that benefit environmental and recreational water needs as well as water needs for communities or agriculture.
- Understand, protect, maintain, and improve conditions of streams, lakes, wetlands, and riparian areas to promote self-sustaining fisheries and functional riparian and wetland habitat to promote long-term sustainability and resiliency.
- Maintain watershed health by protecting or restoring watersheds that could affect critical infrastructure and/or environmental and recreational areas.

**Section 6.5 Municipal, Industrial, and Agricultural Infrastructure Projects and Methods**

- Establish a process to identify the projects and processes to meet the water supply gap for communities while balancing the needs of agriculture, the environment, and recreation across the state.
- Obtain the State's encouragement and assistance in the development of balanced and appropriate storage that can meet multiple benefits, including instream flow and augmentation needs.
- Develop and implement policies and strategies that support meaningful agricultural viability statewide.

**This project also aligns with the Rio Grande Basin Implementation Plan. Specifically, the project addresses 7 out of 14 basin-wide goals.**

- #2- Protect and preserve the doctrine of prior appropriation and vested water rights, and fully utilize Colorado's compact entitlements as specified under the Rio Grande and Costilla Creek compacts.
- #4- Operate, maintain, rehabilitate, and create necessary infrastructure to meet the Basin's long-term water needs, including storage.
- #5- Manage water use to sustain optimal agricultural economy throughout the Basin's communities.
- #6- Support the development of projects and methods that have multiple benefits for agricultural, municipal and industrial, and environmental and recreational water needs.
- #10- Promote water management and administrative practices that are adaptive, flexible, and responsive to optimize multiple benefits.
- #11- Protect, preserve, and enhance terrestrial and aquatic wildlife habitats throughout the Basin.
- #14- Maintain and enhance water-dependent recreational activities

(1) Access Basin Implementation Plans or Education Action Plans from Basin drop down menu.



Last Update: August 3, 2017

| Matching Requirements: Basin Account Requests   |  |
|---|--|
| <b>Basin (only) Account</b> grant requests require a 25% match (cash and/or in-kind) from the Applicant or 3 <sup>rd</sup> party and shall be accompanied by a <b>letter of commitment</b> as described in the 2016 WSRF Criteria and Guidelines (submitted on the contributing entity's letterhead). Attach additional sheet if necessary. |  |
| Contributing Entity   | Amount and Form of Match<br>(note cash or in-kind) |
| USFS  | \$24,880.18 In-Kind                                |
| Rick Davie, David Colville, Harold Peck   | \$7,500 cash                                       |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
| Total Match   | \$ 32,380.18                                       |
| If you requested a Waiver to the Basin Account matching requirements, indicate the percentage you wish waived.  |  |

| Matching Requirements: Statewide Account Requests   |   |
|---|---|
| <b>Statewide Account</b> grant requests require a 50% match as described in the 2016 WSRF Criteria and Guidelines. A minimum of 10% match shall be from Basin Account funds (cash only). A minimum of 10% match shall be provided by the applicant or 3 <sup>rd</sup> party (cash, in-kind, or combination). The remaining 30% of the required match may be provided from any other source (Basin, applicant, or 3 <sup>rd</sup> party) and shall be accompanied by a <b>letter of commitment</b> . Attach additional sheet if necessary. |   |
| Contributing Entity   | Amount and Form of Match<br>(note cash or in-kind): |
|   |   |
|   |   |
|   |   |
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|   |   |
|   |   |
|   |   |
| Total Match   | \$  |
| If you requested a Waiver to the Statewide Account matching, indicate % you wish waived. (Max 50% reduction of requirement).  |   |



Last Update: August 3, 2017

### Related Studies

Please provide a list of any related studies, including if the water activity is complimentary to or assists in the implementation of other CWCB programs.

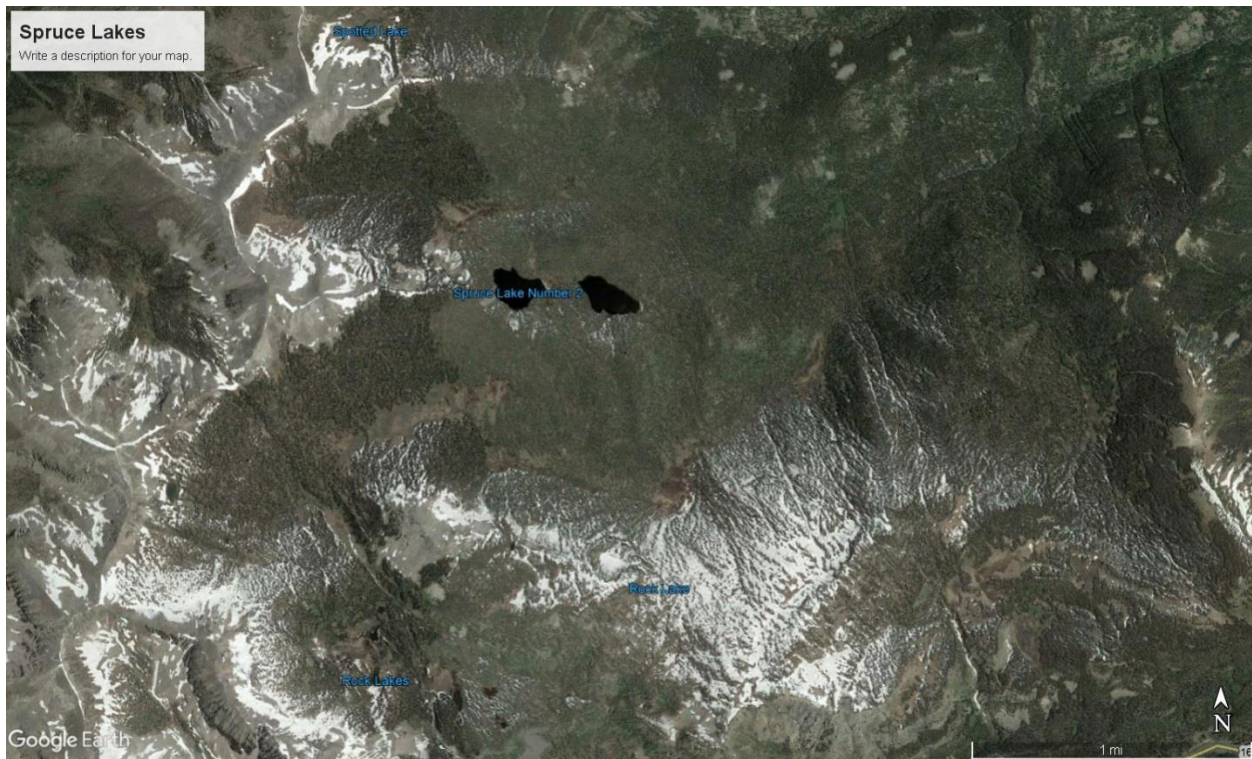
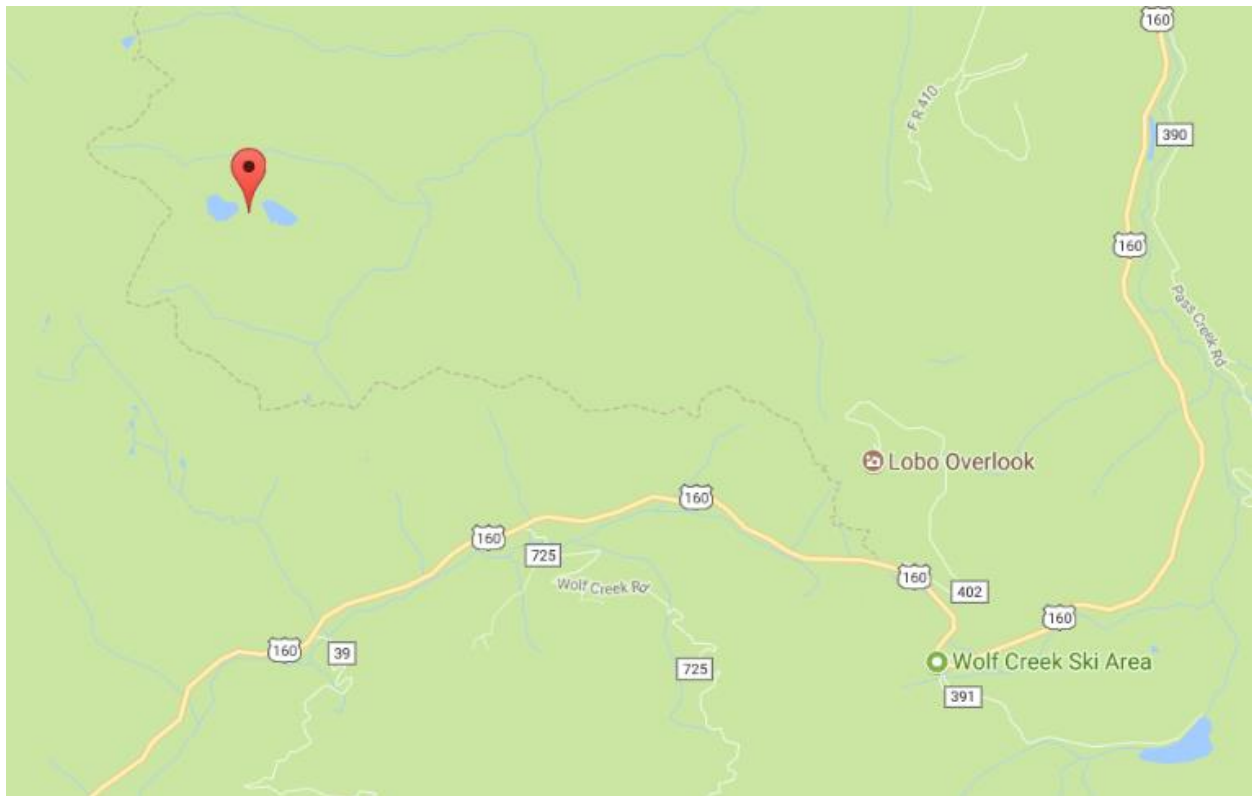
### Previous CWCB Grants

List all previous or current CWCB grants (including WSRF) awarded to both the Applicant and Grantee. Include: 1) Applicant name; 2) Water activity name; 3) Approving RT(s); 4) CWCB board meeting date; 5) Contract number or purchase order

### Tax Payer Bill of Rights

The Tax Payer Bill of Rights (TABOR) may limit the amount of grant money an entity can receive. Please describe any relevant TABOR issues that may affect the applicant.

## Project Map for Spruce Lakes Wilderness Reservoir Maintenance Project



February 26<sup>th</sup>, 2018

Ms. Megan Holcomb, Program Manager  
Colorado Water Conservation Board  
1313 Sherman St. Room 718  
Denver, CO 80203

Re: Financial Commitment to the Spruce Lakes Reservoir Maintenance Project

Dear Ms. Holcomb

We are thrilled to receive Rio Grande Basin Roundtable funding to help us maintain the Spruce Lakes Reservoirs. As owners of the water rights, we really didn't know if we would be able to address the Dam Safety Engineers concerns given the epidemic beetle kill and our limited options for tools accepted by the USFS for use in designated wilderness. Thanks to our great partnerships with the USFS and TU and now CWCWB, we feel confident that we will be able to continue to provide quality habitat for trout and a tremendous safe recreational resource for the public located adjacent to the Continental Divide Trail.

As demonstrated at our presentation to the roundtable, we are financially committed to this project at the level of \$7,500. This cash match will be utilized as appropriate to make sure that we accomplish the project goals.

Thank You for your assistance in managing this effort on behalf of CWCWB. If you have any questions please contact the project manager, Kevin Terry at 970-799-7682 or at [kterry@tu.org](mailto:kterry@tu.org)

Sincerely,

Rick Davie



David Colville





**Date:** February 26, 2018

To: Colorado Water Conservation Board Water Supply Planning Program  
Regarding: Letter of financial match for the Spruce Lake Tree Mitigation Program (Rio Grande Basin)

Dear Sir or Madam:

I am writing to document the US Forest Service's financial match for this project, submitted to the Rio Grande Basin Roundtable by Trout Unlimited. The costs and match are broken into three categories: personnel, supplies, and transportation. Costs borne by the Forest Service as match to the grant request are highlighted in green.

**USFS Personnel costs:**

Costs are calculated based on the following: all but one blaster will be on the project for nine days, including travel; one blaster will be on the project for 11 days including travel; travel to and from their duty station will be at GSA per diem rates; travel for days on the project site will be at the field per diem rate of \$28/day; overtime is due for work over 40 hours in a week, in order to maximize efficiency it is estimated that each blaster will need 30 hours of overtime in order to work 10 hour days on site and through one weekend.

| Name          | Base pay cost | Overtime cost | Travel cost | Total   |  |
|---------------|---------------|---------------|-------------|---------|--|
| N. Shinkle    | \$2,655       | \$1,182       | \$368       | \$4,205 | <b>Grant request total:<br/>\$20,422</b> |
| L. Tullis     | \$3,699       | \$1,812       | \$368       | \$5,249 |  |
| K. Reed       | \$2,223       | \$877         | \$368       | \$3,468 |  |
| S. Petesch    | \$3,224       | \$877         | \$722       | \$4,823 |  |
| J. Weller     | \$1,264       | \$877         | \$368       | \$2,509 |  |
| L. McClure    | \$1,711       | \$585         | \$168       | \$2,464 |  |
| C. Davidson   | \$2,779       | \$1,182       | \$368       | \$4,329 | <b>USFS match total:<br/>\$8,880</b>     |
| M. Williamson | \$2,255       | -             | -           | \$2,255 |  |



**Supplies:**

Supplies for this project consist primarily of fireline explosives (FLE), caps and detonation cord. The amount of FLE needed is estimated at 10 pounds per tree; cost is estimated at \$6/pound. We added a 10% buffer to the amount of FLE estimated based on the number of trees counted in 2015 to allow for additional mortality.

|                          | Number of dead trees | FLE needed with 10% buffer (lbs) | Total cost |  |
|--------------------------|----------------------|----------------------------------|------------|--|
| Upper lake               | 288                  | 3,168                            | \$19,008   | <b>Grant request total:<br/>\$40,808</b> |
| Lower lake               | 300                  | 3,300                            | \$19,800   |  |
| Caps and detonation cord |                      |                                  | \$4,000    | <b>USFS match total:<br/>\$2,000</b>     |

**Transportation:**

Supplies for the project need to be transported seven miles along the Continental Divide National Scenic Trail from the Lobo Overlook Trailhead to the project site. Due to the project's location in the designated Weminuche Wilderness, we plan to use the USFS Rocky Mountain Region's pack string for the transportation. In calculating the federal match, we use an estimate of \$200/animal/day for the stock, packers excluded.

|                      | Days needed | Cost/day | Total cost |   |
|----------------------|-------------|----------|------------|---|
| Mules (string of 10) | 7           | \$2,000  | \$14,000   | <b>USFS match total:<br/>\$14,000</b>       |
| Packers (2)          | 7           | \$795    | \$5,565    | <b>Grant request<br/>total:<br/>\$6,732</b> |
| Packer travel        |             |          | \$1,167    |   |

Please feel free to contact me at [mawilliamson@fs.fed.us](mailto:mawilliamson@fs.fed.us) or 719.657.3321 if you have additional questions.

Sincerely,



Martha A. Williamson

MARTHA A. WILLIAMSON  
District Ranger



FS Agreement No. 18-CO-11020900-005

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

**COLLECTION AGREEMENT**  
**Between**  
**TROUT UNLIMITED**  
**And The**  
**UNITED STATES DEPARTMENT OF AGRICULTURE,**  
**U.S. FOREST SERVICE**  
**RIO GRANDE NATIONAL FOREST**

This COLLECTION AGREEMENT is hereby entered into by and between Trout Unlimited, hereinafter referred to as "TU", and the United States Department of Agriculture (USDA), Forest Service, Rio Grande National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 as amended by Pub. L. 104-127).

Background: Spruce Lakes 1 and 2 are in the Weminuche Wilderness, at 11,300' approximately seven miles north of Wolf Creek Pass. The water rights to the two lakes are privately held by three local ranchers. These ranchers have a conservation pool agreement with Colorado Parks and Wildlife to store water for recreational fish stocking in the Spruce Lakes. Construction on the two reservoirs was completed in 1933 under 1891 easements.

The Rio Grande has seen extensive beetle kill in the Englemann spruce over the last 10 years, including in the Spruce Lakes area. Dead spruce falling in the lakes, floating down to the spillways and clogging them has created significant concern for the dams' structural soundness. The 2015 State Dam Safety Engineer's report identified that "The accumulation of deadfall in the spillway channel is by far the single biggest threat to the safety of the dam."

To mitigate the potential for dam overtopping, Forest Service blasters will use fireline explosives (FLE) to fell the approximately 600 dead trees within  $\frac{3}{4}$  of a tree length of the lakes and leaning towards the water. Either the R2 packstring or a helicopter and long-line will be used to transport materials from Wolf Creek Pass to the project site.

Title: Spruce Lakes tree mitigation project

- I. PURPOSE:** The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from TU to the U.S. Forest Service to purchase FLE, caps, fuses; pay for Forest Service blaster base time, travel, and overtime; pay for either the R2 pack string or helicopter and crew time to transport materials to the work site.



## II. THE TU SHALL:

- A. LEGAL AUTHORITY. TU 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. Perform in accordance with the Financial Plan.
- C. Upon presentation of a Bill for Collection, reimburse the U.S. Forest Service the amount agreed to in the Financial Plan.
- D. Provide funding in the amount of \$72,500 to the Rio Grande National Forest for the purchase of FLE, cap, and fuse; Forest Service blaster base time, overtime, and travel; and either R2 packstring or helicopter and crew time for transportation of materials to the work site.

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

- A. REIMBURSABLE BILLING. The maximum total cost liability to TU for this agreement is \$72,500. The U.S. Forest Service shall bill TU **quarterly as of December 31, March 31, June 20, and September 30** 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 shall not be assessed.

Billing must be sent to:

|                                  |
|----------------------------------|
| Kevin Terry                      |
| Rio Grande Basin Project Manager |
| PO Box 281                       |
| Del Norte, CO 81132              |

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 TU.

- B. 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 \$2,500.00, and only when TU requirements are clearly defined within this clause.



The special billing requirements are: to be met on project completion.

C. SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION. The U.S. Forest Service Program Manager shall provide TU with a written report that meets TU's specific documentation requirements.

D. Perform in accordance with the attached Financial Plan.

E. Will conduct all project management, coordination and execution for mitigating the dead spruce trees around Spruce Lakes 1 and 2.

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

A. 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: Kevin Terry<br>Address: PO Box 281<br>City, State, Zip: Del Norte, CO 81132<br>Telephone: 970.799.7682<br>Email: kterry@tu.org | Name: Kevin Terry<br>Address: PO Box 281<br>City, State, Zip: Del Norte, CO 81132<br>Telephone: 970.799.7682<br>Email: kterry@tu.org |

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

| <b>U.S. Forest Service Program Manager Contact</b>  | <b>U.S. Forest Service Administrative Contact</b>   |
|---|---|
| Name: Martha Williamson<br>Address: 13308 W Hwy 160<br>City, State, Zip: Del Norte, CO 81132<br>Telephone: 719.657.6007<br>FAX: 719.657.6035<br>Email: mawilliamson@fs.fed.us | Name: Becky Cuthbertson<br>Address: 1617 Cole Blvd, Bldg. 17<br>City, State, Zip: Lakewood, CO 80401<br>Telephone: 303.275.5068<br>FAX: 303.275.5453<br>Email: rcuthbertson@fs.fed.us |



- B. 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).

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or TU from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of TU's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of TU's products or activities.
- E. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or TU 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 TU, at TU'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.

- F. COLLABORATION. The U.S. Forest Service and TU 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 TU's participation in the project.
- G. 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.



- H. DEBARMENT AND SUSPENSION. TU 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 TU 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.
- I. 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. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- J. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and is effective through December 31, 2019 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- K. 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.

  
\_\_\_\_\_  
KEVIN TERRY, RIO GRANDE BASIN PROJECT  
MANAGER  
TROUT UNLIMITED

2/14/2018  
\_\_\_\_\_  
Date

for   
\_\_\_\_\_  
DAN S. DALLAS, FOREST SUPERVISOR  
U.S. Forest Service, RIO GRANDE NATIONAL  
FOREST

3/5/18  
\_\_\_\_\_  
Date



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

REBECCA CUTHBERTSON

U.S. Forest Service Grants Management Specialist

1/31/18  
Date**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.

Forest Service Agreement # 18-CO-11020900-005

Cooperator Agreement #

**Collection Agreement Financial Plan****Cooperator and FS Contributions**

| <b>COST ELEMENTS and related data</b>  |   |                   |                            | <b>Cooperator Contribution</b> | <b>FS Non-Cash Contribution</b> |                           |
|--|---|-------------------|----------------------------|--------------------------------|---------------------------------|---------------------------|
| <b>Line Item Cost Subtotals</b>  |   |                   |                            | <b>Subtotal</b>                | <b>Subtotal</b>                 | <b>Combined Subtotals</b> |
| <b>PERSONNEL</b>   |   |                   |                            |                                |                                 |                           |
| <b>Resource Specialists (List all personnel):</b>  | <b># of Days</b>                            | <b>\$/Day</b>     |                            |                                |                                 |                           |
| Blaster (Shinkle or replacement)   | 9.00  | \$295.00          |                            | \$2,655.00                     |                                 | \$2,655.00                |
| Blaster (Tullis or replacement)  | 9.00  | \$411.00          |                            | \$3,699.00                     |                                 | \$3,699.00                |
| Blaster (Reed or replacement)  | 9.00  | \$247.00          |                            | \$2,223.00                     |                                 | \$2,223.00                |
| Blaster (Petesch or replacement)   | 11.00                                       | \$293.10          |                            | \$3,224.10                     |                                 | \$3,224.10                |
| Blaster (Weller or replacement)  | 9.00  | \$140.40          |                            | \$1,263.60                     |                                 | \$1,263.60                |
| Davidson, Crosby   | 9.00  | \$308.82          |                            |                                | \$2,779.38                      | \$2,779.38                |
| Williamson, Martha   | 5.00  | \$450.98          |                            |                                | \$2,254.90                      | \$2,254.90                |
| McClure, Lisa  | 6.00  | \$1,711.36        |                            |                                | \$10,268.16                     | \$10,268.16               |
|  |   |                   |                            |                                | \$0.00                          | \$0.00                    |
|  |   |                   |                            |                                | \$0.00                          | \$0.00                    |
| <b>Subtotal, Personnel:</b>  | <b>67.00</b>                                |                   |                            | <b>\$13,064.70</b>             | <b>\$15,302.44</b>              | <b>\$28,367.14</b>        |
| <b>TRAVEL</b>  |   |                   |                            |                                |                                 |                           |
| <b>Explanation of trips:</b>   | <b>Vehicle Mileage Cost or Airfare Cost</b> | <b># of Trips</b> | <b>PerDiem and Lodging</b> |                                |                                 |                           |
| From Where/To Where/For Whom   |   |                   |                            |                                |                                 |                           |
| 4 Blasters - 1 day of travel to/from duty station to work site, plus 7 days field per diem at site |   | 4                 | \$368.00                   | \$368.00                       |                                 | \$368.00                  |
| 1 Blaster - 2 days of travel to/from duty station to work site, plus days field per diem at site   |   | 1                 | \$722.00                   | \$722.00                       |                                 | \$722.00                  |
|  |   |                   |                            |                                | \$0.00                          | \$0.00                    |
| <b>Subtotal, Travel:</b>   | <b>\$0.00</b>                               | <b>5</b>          | <b>\$1,090.00</b>          | <b>\$1,090.00</b>              | <b>\$0.00</b>                   | <b>\$1,090.00</b>         |
| <b>EQUIPMENT</b>   |   |                   |                            |                                |                                 |                           |
| <b>Name and Type of Equipment:</b>   | <b>Unit</b>                                 | <b>Quantity</b>   |                            |                                |                                 |                           |
| R2 Packstring (packstring cost - \$500/day for 7 days plus OT at @39.39/hr for each of 2 packers)  | 1   | 4,799             |                            | \$4,799.30                     |                                 | \$4,799.30                |
| Helicopter and crew (1 HECM, 1 HMGB, 1 T3 CWN helicopter 1 day availability, 8 hours flight)       | 1   | 7743              |                            | \$7,743.00                     |                                 | \$7,743.00                |
|  |   |                   |                            |                                |                                 | \$0.00                    |
| <b>Subtotal, Equipment:</b>  | <b>2.00</b>                                 | <b>12,542</b>     |                            | <b>\$12,542.30</b>             | <b>\$0.00</b>                   | <b>\$12,542.30</b>        |
| <b>SUPPLIES</b>  |   |                   |                            |                                |                                 |                           |
| <b>Name and Type of Supplies:</b>  | <b>Unit</b>                                 | <b>Quantity</b>   |                            |                                |                                 |                           |
| Fireline explosives (UOM = pounds)   | 6   | 6,468             |                            | \$38,808.00                    |                                 | \$38,808.00               |

|                            |             |               |                    |                   |                    |
|----------------------------|-------------|---------------|--------------------|-------------------|--------------------|
| Caps and detonation cord   | 1           | 2,000         | \$2,000.00         |                   | \$2,000.00         |
| Caps and detonation cord   | 1           | 2,000         |                    | \$2,000.00        | \$2,000.00         |
| <b>Subtotal, Supplies:</b> | <b>8.00</b> | <b>10,468</b> | <b>\$40,808.00</b> | <b>\$2,000.00</b> | <b>\$42,808.00</b> |

|   |                                  |                                |                    |
|---|----------------------------------|--------------------------------|--------------------|
| <b>CONTRACTUAL</b>  |                                  |                                |                    |
| <b>Describe Contracts that will most likely result from this project:</b>   |                                  |                                |                    |
|   |                                  |                                | \$0.00             |
|   |                                  |                                | \$0.00             |
|   |                                  |                                | \$0.00             |
| <b>Subtotal, Contractual:</b>   |                                  | <b>\$0.00</b>                  | <b>\$0.00</b>      |
| <b>OTHER</b>  |                                  |                                |                    |
| <b>Describe Other Costs of the Project:</b>   |                                  |                                |                    |
| Overtime for blasters (3 blasters x 30 hours @ \$39.39/hour; 3 blasters x 30 hours @ \$29.24/hour )   |                                  | \$4,995.00                     | \$4,995.00         |
|   |                                  |                                | \$0.00             |
|   |                                  |                                | \$0.00             |
| <b>Subtotal, Other:</b>   |                                  | <b>\$4,995.00</b>              | <b>\$4,995.00</b>  |
| <b>TOTAL DIRECT CHARGES</b>   |                                  | <b>\$72,500.00</b>             | <b>\$17,302.44</b> |
| <b>OVERHEAD ASSESSMENT</b><br>(if applicable, see FSH 1909.13)  | <b>Insert Rate Here:</b><br>9.0% |                                |                    |
| Total Party Costs - Overhead costs are being recovered by the FS at 9% for all salary and travel and 1% for all contracts and procurements. |                                  | \$72,500.00                    | \$21,340.58        |
| <b>COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES</b>   |                                  | <b>Cooperator Contribution</b> |                    |
| <b>TOTAL CHARGES</b>  |                                  | <b>\$0.00</b>                  |                    |
| <b>OVERHEAD ASSESSMENT</b><br>(if applicable, see FSH 1909.13)  | <b>Insert Rate Here:</b><br>1.0% |                                |                    |
| <b>Total Pass-Through Costs</b>   |                                  | <b>\$505.51</b>                |                    |
| <b>TOTAL PROJECT COSTS</b>  |                                  | <b>\$93,840.58</b>             |                    |

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