

**Tri-State Montrose-Nucla-Cahone Transmission Line
Improvement Project**

Draft Plan of Development

Montrose, Ouray, San Miguel, and Dolores Counties, Colorado

Appendix S

Draft Noxious Weed Plan

Appendix S

Draft Noxious Weed Plan

The objective of this Draft Noxious Weed Plan is to detail practices designed to address potential impacts from construction of the Tri-State Montrose-Nucla-Cahone Transmission Improvement Project (Project). Tri-State Generation and Transmission Association (Tri-State) has developed this plan as part of the Plan of Development (POD) that accompanies its application to the Bureau of Land Management (BLM) for a Right of Way (ROW) grant. If the ROW grant is approved, the final POD and all appendices will be attached to the Decision Record. This plan provides guidance to construction and field personnel on measures identified by Tri-State, BLM and US Forest Service (FS) to minimize effects during construction activities associated with the Project. It will be the responsibility of Tri-State and its project contractors, working with designated environmental inspectors, to comply with measures identified in this plan.

In addition to adhering to the *Environmental Protection Measures* (EPMs) outlined in the table below, Tri-State prepared this Noxious Weed Plan for use during construction, operation, and maintenance on the right-of-way and temporary work areas.

Monitoring for noxious and invasive species is currently conducted on the existing 115-kV line by agency staff under a management agreement covering all Tri State transmission lines on San Juan National Forest (SJNF) and Grand Mesa Uncompahgre Gunnison National Forest (GMUG NF) lands (Attachments S-1 and S-2). Appropriate mitigation and treatment are completed by FS Rangeland Management Program staff on an annual basis. Records of all monitoring and treatment activities are maintained by FS staff. Tri-State would favor a similar arrangement with the BLM for monitoring and treating weeds. Tri-State will work with BLM to incorporate any specific agency requirements in their Invasive Plant Management (IPM) or regional programs. Tri-State may also collaborate with county weed programs or contract with a third party certified applicator to control weeds.

The ROW and access roads were surveyed in 2013 for noxious weeds listed by the State of Colorado in the “Rules Pertaining to the Administration and Enforcement of the Colorado Noxious Weed Act.” (Colorado Noxious Weed Act. 2003) as part of other site condition reviews. Noxious weeds were identified in the field and documented according to whether they are listed as Class B or Class C. No Class A noxious weeds have been identified in the project area as of 2013. Surveys will be conducted in 2016 prior to construction activities to inventory noxious weeds within the transmission ROW and along access roads not currently open to the public. Locations and species of noxious weed areas, avoidance measures, methods for reducing potential transportation of viable seeds, and eradication procedures will be included in the final POD. The appropriate land management agency will be consulted for planning specific weed control measures on all noxious weed infestations within the limits of the ROW prior to treatment. Tri-State would complete Pesticide Use Plans (PUPs) with BLM field offices where treatment is proposed.

Use of herbicides will comply with federal and state laws governing their proper use, storage, and disposal, and any limitations imposed by the land management agency involved.

Only certified weed-free straw will be used. The Contractor will retain documentation verifying that straw used for mulch, straw bale sediment barriers, or straw wattles has been certified weed free by the Colorado Department of Agriculture.

Table S-1: Noxious Weed Environmental Protection Measures (EPMs)

Measure	Description
NW-1	Tri-State will conduct a noxious weed inventory prior to construction to identify potential problem areas and if timing of construction permits, will pre-treat the ROW and associated access roads and other construction related disturbance areas prior to construction to reduce the spread of noxious weeds during construction activities. Noxious weed management will continue through the maintenance and operation phase of the project. Timing of noxious weed inventory is critical to getting a good inventory. Inventory should be based on plant physiology and phenology and will require completing multiple inventories throughout the growing season for different elevations and plant communities. Pre-treatment also requires that plant phenology be taken into consideration in order to be effective. For some species, pre-treatment needs to occur for multiple years prior to the construction activity.
NW-2	The Final POD would include a reclamation and noxious weed management plan, which will be approved by the appropriate agency prior to the issuance of a ROW grant. The noxious weed management plan will be developed in accordance with appropriate land management agencies' standards, consistent with applicable regulations and agency permitting stipulations for the control of noxious weeds and invasive species (Executive Order 3112). Included in the noxious weed plan will be stipulations regarding reclamation, monitoring and treatment of noxious weed populations in the ROW resulting from transmission line construction and maintenance activities. The Final POD would also be in accordance with FS direction for invasive species management (including FSM 2900 invasive species management; Forest and/or regional invasive species strategy).
NW-3	On-site weed control will be conducted through herbicide use and a weed control plan approved by the BLM, FS, Colorado Parks and Wildlife (CPW), and affected landowner (on private lands). Separate treatment plans and agreements would be done with each agency. Tri-State will work with the BLM to develop a Noxious Weed Plan. The BLM requires a Pesticide Use Proposal (PUP) package, and would approve proposed herbicides, treatments and time of treatment. Applicators are also legally required to supply the BLM with a written herbicide application record within 24 hours of applying herbicides on BLM-managed lands. The pesticide use proposal should be submitted to the agencies by March 1, annually. Application records will be submitted weekly and will include both spatial and tabular element (using forms provided by the agencies).
NW-4	All heavy equipment, including all-terrain vehicles (ATV) and lowboys, utilized during construction will be washed prior to departure from the equipment storage facility. This method promotes containment of weed seeds on the work site; all seed mixes and mulch used for reclamation activities will be certified weed-free. Tri-State will provide a portable/mobile vehicle wash station on-site. Tri-State would require that all vehicles be washed prior to entering the project area; when travelling from an area infested with invasives to an area that has no known invasives; and when travelling from an area infested with spotted knapweed to any other parts of the project area.
NW-5	Tri-State and its contractors will locate and use weed-free project staging areas. Pre-construction treatment of weeds in staging or temporary use areas will be conducted. Tri-State and its contractors will avoid or minimize travel through weed-infested areas, or restrict travel to those periods when spread of seed or propagules is least likely. Pre-treatment of invasives will be effective only if plant phenology and physiology are taken into consideration. The FS should approve and/or designate staging areas as well as other areas for temporary use.

Measure	Description
NW-6	<p>Tri-State will hire an independent contractor to evaluate and report annually on List A and B invasive plant species on areas disturbed by construction. Where infestations of weedy species are noted by the contractor, Tri-State will treat noxious weeds using methods approved by the landowner and county weed coordinator on private land and BLM/FS/CPW on public lands. Treatments need to be based on plant phenology. Weed monitoring will be completed once a year for a period of three years on private and state lands or until self-sustaining native vegetation populations are established, whichever occurs first. Weed control and monitoring on federally-managed lands is required for the term of the ROW permit. Results will be recorded and submitted to the appropriate agency.</p> <p>On lands administered by the FS, Tri-State will continue to participate and voluntarily fund noxious weed management activities on Tri-State ROWs under the existing Collection Agreement between Tri-State and the FS for the GMUG NF and SJNF (this agreement covers 18 miles of the existing transmission ROW). Additional detail would be provided in the Final POD (<i>Appendix S, Noxious Weed Management Plan</i>).</p>

Tri-State construction and maintenance crews will use the weed spread prevention techniques outlined in this POD, such as washing trucks before they enter the work area or transporting them to another area where weed seeds can be dispersed.

In addition to this, Tri-State crews may work with the county weed control divisions to treat weed infestations. All herbicide applicators will be licensed by the State of Colorado.

If herbicides are used, the specification sheets for the chemicals will be provided to the agencies.

This plan is designed to be flexible, so pages can be added, as the weed situation changes, and adaptive management is needed to keep pace with the problem. Table S-2 lists weeds noted during surveys conducted for the Environmental Assessment (EA) followed by copies of the weed collection agreements with the San Juan and GMUG Forests (Attachments S-1 and S-2).

Table S-2: Acres of Noxious Weeds Present in the Project Area by Action Alternative

Noxious Weed	Colorado Noxious Weed Act List	Proposed Action Alternative A	Alternative C-1	Alternative C-2	Alternative C-3
Bull thistle	B	7	7	7	7
Canada thistle	B	25	25	25	25
Canada thistle/Musk thistle	B	71	71	71	71
Canada thistle/Musk thistle/Russian knapweed	B	1	<1	1	<1
Diffuse knapweed	B	4	4	4	4
Houndstongue	B	15	15	15	15
Musk thistle/Russian knapweed	B	<1	<1	<1	<1
Oxeye daisy	B	<1	<1	<1	<1
Russian knapweed	B	65	65	65	65
Saltcedar	B	1	1	1	1
Spotted knapweed	B	74	74	74	74
Whitetop (hoary cress)	B	<1	<1	1	1
Whitetop (hoary cress)/ Russian knapweed	B	<1	<1	<1	<1
Common burdock	C	1	1	1	1
Common mullein	C	7	7	7	7
Total		315	315	315	314

References

State of Colorado. (2003). *State of Colorado Noxious Weed Act*.

Attachments

- S-1 Weed Collection Agreement between the Tri-State Generation & Transmission Association, Inc. and the USDA, Forest Service- San Juan National Forest (January 2012)
- S-2 Weed Collection Agreement between the Tri-State Generation & Transmission Association, Inc. and the USDA, Forest Service- Grand Mesa, Uncompahgre and Gunnison National Forest (July 2012)

Attachment S-1: TS and SJNF Collection Agreement

FS Agreement No. 12-CO-11021300-006
Cooperator Agreement No. _____

COLLECTION AGREEMENT
Between The
TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.
And The
USDA, FOREST SERVICE
SAN JUAN NATIONAL FOREST

This COLLECTION AGREEMENT is hereby entered into by and between the Tri-State Generation and Transmission Association, Inc., hereinafter referred to as "Tri-State", and the USDA, Forest Service, San Juan National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Granger-Thye Act of April 24, 1950.

Background: This agreement continues work from an prior agreement to inventory, treat, and monitor Colorado Class A&B noxious weeds, as defined in the "Colorado Noxious Weed Act [§§ 35-5.5-101-119 C.R.S. (2003)]", along 33.5 miles of Tri-State Rights-of-Way (ROW) located on the San Juan National Forest.

Title: Tri-State Noxious Weed Management

I. PURPOSE: The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from Tri-State to the U.S. Forest Service to manage noxious weeds on Tri-State ROW within the San Juan National Forest. The focus of this agreement is to improve watershed conditions by managing noxious weed infestations within the Tri-State ROW on the San Juan National Forest. This agreement will facilitate coordinated invasive species treatment within and adjacent to the Tri-State ROW.

II. THE TRI-STATE SHALL:

- A. **LEGAL AUTHORITY.** Tri-State 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, deposit with the U.S. Forest Service the amount agreed to in the Financial Plan.
- D. Meet prior to April 1 of each year of this Agreement with Tri-State to coordinate annual activities within the treatment area. Meetings can be conducted in-person or via phone.



Project work will be described in an Annual Operating Plan for the current treatment year and incorporated by reference into this agreement.

- E. A Calendar Year 2012 Annual Operating Plan, Exhibit A, is incorporated into this document.
- F. Annual unobligated funds may be carried over into the term of the next modification period.

III. THE U.S. FOREST SERVICE SHALL:

- A. **ADVANCE BILLING.** The U.S. Forest Service shall bill Tri-State prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead shall not be assessed.

Billing Method: Single lump sum advance bill.

Billings shall be sent to:

Bill Depue
Tri-State Generation & Transmission Association, Inc.
Durango Field Facility
11236 CR 213
Durango, CO 81301

- B. Perform in accordance with the attached Financial Plan.
- C. A Calendar Year 2012 Annual Operating Plan, Exhibit A, is incorporated into this document.
- D. Meet prior to April 1 of each year of this Agreement with Tri-State to coordinate annual activities within the treatment area. Meetings can be conducted in-person or via phone. Project work will be described in an Annual Operating Plan for the current treatment year and incorporated by reference into this agreement.
- E. Cooperate in obtaining access to or across Forest Service-administered lands to treat properties infested with noxious weeds.
- F. Advise Tri-State of any new noxious weed infestations on Forest Service-administered lands within Tri-State's ROW's.
- G. Be responsible for preparation and approval of appropriate NEPA documentation, pesticide use proposals and/or biological control agent releases, along with any other appropriate clearances regarding integrated weed management on Forest Service-administered lands.

	USDA, Forest Service	OMB 0596-0217 FS-1500-11
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H. Provide an annual report of accomplishments for the project.

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:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Bill DePue Durango Field Facility Address: 11236 CR 213 City, State, Zip: Durango, CO 81301 Telephone: 970-247-4950 FAX: 970-247-4961 Email: bdepue@tristategt.org	Name: Bill DePue Durango Field Facility Address: 11236 CR 213 City, State, Zip: Durango, CO 81301 Telephone: 970-247-4950 FAX: 970-247-4961 Email: bdepue@tristategt.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Mark Tucker Range Management Specialist Address: San Juan National Forest City, State, Zip: Durango, CO 81301 Telephone: (970) 385-1369 FAX: (970) 375-2331 Email: mtucker@fs.fed.us	Name: Beth Redmond Grants and Agreements Specialist Address: 15 Burnett Court City, State, Zip: Durango, CO 81301 Telephone: 970-385-1259 FAX: 970-385-1243 Email: bredmond@fs.fed.us

- B. LIABILITY. The United States shall not be liable to Tri-State 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 collection agreement, including but not limited to fire suppression costs and damage to any property owned by Tri-State or any third party.
- C. INDEMNIFICATION. Tri-State shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments in favor of any third party that arise in connection with the performance of work by the U.S. Forest Service or its contractors under this collection agreement.
- D. 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 Tri-State, authorized for use for a new agreement by Tri-State, or waived by Tri-State. A DUNS number and registration in the Central Contractor Registry (CCR) by Tri-State



may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to Tri-State.

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

- I. 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. Excess funds must be refunded in accordance with the REFUND provision of the agreement.
- J. DEBARMENT AND SUSPENSION. Tri-State 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 Tri-State 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.

- K. 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.

- L. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and has an expiration date of 12/31/2016. The expiration date is the final date for completion of all work activities under this agreement.

- M. 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.

FOR JOEL K. BLADOW	12-21-11
JOEL K. BLADOW, Senior Vice President, Transmission Tri-State Generation and Transmission Association, Inc.	Date

	1/9/2012
MARK W. STILES, Forest Supervisor U.S. Forest Service, San Juan National Forest	Date

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

	12/09/2011
BETH REDMOND U.S. Forest Service Grants & Agreements Specialist	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.

U.S. Forest Service

OMB 0596-0217
FS-1500-18

Forest Service Agreement # 12-CO-11021300-006

Cooperator Agreement # _____

Collection Agreement Financial Plan

Cooperator and FS Contributions

COST ELEMENTS and related data				Cooperator Contribution	FS Non-Cash Contribution	
Line Item Cost Subtotals				Subtotal	Subtotal	Combined Subtotals
PERSONNEL						
Resource Specialists (List all personnel):	# of Days	S/Day				
Project admin./Prepare annual monitoring report (based on Mark Tucker daily rate).	10.00	\$391.00	\$1,955.00	\$1,955.00	\$3,910.00	
Ranger District Project Coord. - 5 days	5.00	\$350.80		\$1,754.00	\$1,754.00	
Dolores Weed Crew (GS-5 Temp.)	10.00	\$132.00	\$1,320.00		\$1,320.00	
Columbine Range Technician (treatment and monitoring)	10.00	\$200.00	\$2,000.00		\$2,000.00	
Pagosa Range Technician (weed treatment)	10.00	\$252.00	\$2,520.00		\$2,520.00	
GIS Support (based on Mark Roper daily rate)	3.00	\$295.00	\$885.00		\$885.00	
					\$0.00	\$0.00
Subtotal, Personnel:	48.00		\$8,680.00	\$3,709.00	\$12,389.00	
TRAVEL						
Explanation of trips:	Vehicle Mileage Cost or Airfare Cost	# of Trips	PerDiem and Lodging			
From Where/To Where/For Whom						
				\$0.00		\$0.00
				\$0.00		\$0.00
					\$0.00	\$0.00
Subtotal, Travel:	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
EQUIPMENT						
Name and Type of Equipment:	Unit Cost	Quantity				
Equipment Maintenance, for 3 ATV's	\$300	3	\$900.00		\$900.00	
			\$0.00		\$0.00	
				\$0.00	\$0.00	
Subtotal, Equipment:	\$300.00	3	\$900.00	\$0.00	\$900.00	
SUPPLIES						
Name and Type of Supplies:	Unit Cost	Quantity				
Herbicide (30 gallons x \$100/gallon = \$3000; \$100 average cost per gallon, of several types of herbicide that could be used; FS to determine types needed).	\$100	30	\$3,000.00		\$3,000.00	
			\$0.00		\$0.00	
				\$0.00	\$0.00	
Subtotal, Supplies:	\$100.00	30	\$3,000.00	\$0.00	\$3,000.00	

U.S. Forest Service

OMB 0596-0217
FS-1500-18

CONTRACTUAL			
Describe Contracts that will most likely result from this project:			\$0.00
			\$0.00
			\$0.00
Subtotal, Contractual:		\$0.00	\$0.00
OTHER			
Describe Other Costs of the Project:			\$0.00
			\$0.00
FS Noncash Contribution, overhead of 7.4% x \$3,709 = \$274.47		\$274.47	\$274.47
Subtotal, Other:		\$0.00	\$274.47
TOTAL DIRECT CHARGES		\$12,580.00	\$3,983.47
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:	0.0%	\$0.00
Total Party Costs		\$12,580.00	\$3,983.47
COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES		Cooperator Contribution	
TOTAL CHARGES		\$0.00	
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:		\$0.00
Total Pass-Through Costs		\$0.00	
TOTAL PROJECT COSTS			\$16,563.47

Burden Statement

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EXHIBIT A
TRI-STATE NOXIOUS WEED MANAGEMENT
12-CO-11021300-006
CY2012 ANNUAL OPERATING PLAN
SAN JUAN NF

The Forest Service shall:

1. On the Dolores Ranger District: Continue to treat and inventory Colorado Class A&B noxious weeds along 15 miles of R.O.W. on the Glade and Cherry Creek areas located in Dolores, La Plata, and Montezuma Counties. Minimum management objectives should be to contain spotted knapweed and to set at least one photo point documenting success/failure of treatment. Monitoring results will be documented in the annual monitoring report.
2. On the Columbine Ranger District: Continue to treat and inventory Colorado Class A&B noxious weeds along 27 miles of R.O.W. from Cascade Creek to Red Mountain Pass in La Plata and San Juan Counties. Minimum management objectives should be to contain yellow toadflax, Canada and musk thistle, and houndstongue and to set at least one monitoring photo point documenting success/failure of treatment. Monitoring results will be documented the annual monitoring report.
3. On the Pagosa Ranger District: Continue to treat and inventory Colorado Class A&B noxious weeds along 11 miles of R.O.W. from Martinez Creek westerly to the Pagosa RD boundary in the Piedra Area in Archuleta County. Minimum management objectives should be to contain scotch, musk and Canada thistle, and houndstongue infestations. In CY2012, a decision will need to be made on the most efficient way to manage cheatgrass or downy brome infestations. At least one monitoring photo point will be established to document success/failure of treatment. Monitoring results will be documented the annual monitoring report.
4. Accomplish inventory, treatment and monitoring on National Forest System Lands only.
5. Enter work into the Forest Service geodatabase and submit an annual monitoring report to Tri-State.

Attachment S-2: TS- USFS GMUG Collection Agreement

	USDA, Forest Service	OMB 0596-0217 FS-1500-11
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FS Agreement No. 12-CO-11020400-015
Cooperator Agreement No. TS-12-0136

COLLECTION AGREEMENT
Between The
TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.
And The
USDA, FOREST SERVICE
GRAND MESA, UNCOMPAHGRE AND GUNNISON NATIONAL FORESTS

This COLLECTION AGREEMENT is hereby entered into by and between the Tri-State Generation and Transmission Association, Inc., hereinafter referred to as "Tri-State", and the USDA, Forest Service, Grand Mesa, Uncompahgre, and Gunnison National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Granger-Thye Act of April 24, 1950.

Background: This agreement continues work from a prior agreement to inventory, treat, and monitor Colorado Class A&B noxious weeds, as defined in the "Colorado Noxious Weed Act [§§ 35-5.5-101-119 C.R.S. (2003)]", along 33.5 miles of Tri-State Right-of-Way (ROW) located on the Grand Mesa, Uncompahgre, and Gunnison (GMUG) National Forests.

Title: Tri-State Noxious Weed Management

I. PURPOSE: The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from Tri-State to the U.S. Forest Service to manage noxious weeds on Tri-State ROW within the GMUG National Forest. The focus of this agreement is to improve watershed conditions by managing noxious weed infestations within and adjacent to the Tri-State ROW on the GMUG National Forest. This agreement will facilitate coordinated invasive species inventory, treatment, and monitoring within and adjacent to the Tri-State ROW.

II. THE TRI-STATE SHALL:

- A. **LEGAL AUTHORITY.** Tri-State 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, deposit with the U.S. Forest Service the amount agreed to in the Financial Plan.

- D. Meet prior to April 1 of each year of this Agreement with Tri-State to coordinate annual activities within the treatment area. Meetings can be conducted in-person or via phone. Project work will be described in an Annual Operating Plan for the current treatment year and incorporated by reference into this agreement.
- E. A Calendar Year 2012 Annual Operating Plan, Exhibit A, is incorporated into this document.
- F. Annual unobligated funds may be carried over into the term of the next modification period.

III. THE U.S. FOREST SERVICE SHALL:

- A. ADVANCE BILLING. The U.S. Forest Service shall bill Tri-State prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead shall not be assessed.

Billing Method: Single lump sum advance bill.

Billings shall be sent to:

Bill Depue
Tri-State Generation & Transmission Association, Inc.
Durango Field Facility
11236 CR 213
Durango, CO 81301

- B. Perform in accordance with the attached Financial Plan.
- C. A Calendar Year 2012 Annual Operating Plan, Exhibit A, is incorporated into this document.
- D. Meet prior to April 1 of each year of this Agreement with Tri-State to coordinate annual activities within the treatment area. Meetings can be conducted in-person or via phone. Project work will be described in an Annual Operating Plan for the current treatment year and incorporated by reference into this agreement.
- E. Cooperate in obtaining access to or across Forest Service-administered lands to treat properties infested with noxious weeds.
- F. Advise Tri-State of any new noxious weed infestations on Forest Service-administered lands within Tri-State's ROW's.
- G. Be responsible for preparation and approval of appropriate NEPA documentation, pesticide use proposals and/or biological control agent releases, along with any other

appropriate clearances regarding integrated weed management on Forest Service-administered lands.

H. Provide an annual report of accomplishments for the project.

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:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Bill DePue Durango Field Facility Address: 11236 CR 213 City, State, Zip: Durango, CO 81301 Telephone: 970-247-4950 FAX: 970-247-4961 Email: bdepue@tristategt.org	Name: Bill DePue Durango Field Facility Address: 11236 CR 213 City, State, Zip: Durango, CO 81301 Telephone: 970-247-4950 FAX: 970-247-4961 Email: bdepue@tristategt.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Kelley Liston Address: 2505 S. Townsend City, State, Zip: Montrose, CO 81401 Telephone: 970.240.5408 FAX: 970.240.5367 Email: kliston@fs.fed.us	Name: Merna Fehlmann Grants and Agreements Specialist Address: 2250 Hwy 50 City, State, Zip: Delta, CO 81416 Telephone: 970.874.6606 FAX: 970.874.6698 Email: mfehlmann@fs.fed.us

B. LIABILITY. The United States shall not be liable to Tri-State 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 collection agreement, including but not limited to fire suppression costs and damage to any property owned by Tri-State or any third party.

C. INDEMNIFICATION. Tri-State shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments in favor of any third party that arise in connection with the performance of work by the U.S. Forest Service or its contractors under this collection agreement.

- D. **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 Tri-State, authorized for use for a new agreement by Tri-State, or waived by Tri-State. A DUNS number and registration in the Central Contractor Registry (CCR) by Tri-State may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to Tri-State.
- E. **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).
- F. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or Tri-State from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. **ENDORSEMENT.** Any of Tri-State's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Tri-State's products or activities.
- H. **NOTICES.** Any communication affecting the operations covered by this agreement by the U.S. Forest Service or Tri-State 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 Tri-State, at Tri-State'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.
- I. **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. Excess funds must be refunded in accordance with the REFUND provision of the agreement.
- J. **DEBARMENT AND SUSPENSION.** Tri-State 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 Tri-State or any of their principals receive

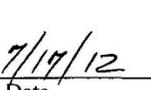
a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

K. **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.

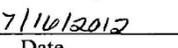
L. **COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of the last signature, and has an expiration date of 12/31/2016. The expiration date is the final date for completion of all work activities under this agreement.

M. **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.

 JOEL K. BLADOW, Senior Vice President, Transmission Tri-State Generation and Transmission Association, Inc.	 Date
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 Sherry Hozek, Forest Supervisor U.S. Forest Service, Grand Mesa, Uncompahgre, and Gunnison	 Date
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The authority and format of this agreement have been reviewed and approved for signature.

 Merna Fehlmann U.S. Forest Service Grants & Agreements Specialist	 Date
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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).



USDA, Forest Service

OMB 0596-0217
FS-1500-11

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.

U.S. Forest Service

OMB 0598-0217
FS-1500-18

Forest Service Agreement # 12-CO-11020400-015

Cooperator Agreement #

Collection Agreement Financial Plan

Cooperator and FS Contributions

COST ELEMENTS and related data			Cooperator Contribution	FS Non-Cash Contribution	
Non-Cash Contributions			Herbicide	Herbicide	Combined Subtotal
PERSONNEL					
Resource Specialists (List all personnel)	# of Days	\$/Day			
Project admin./Prepare annual monitoring report; annual operating and financial plans, and field monitoring (based on Kelley Liston daily rate)	3	\$327.00	\$981.00	\$654.00	\$1,635.00
Norwood/Ouray weed crews (GS-5)	42	\$135.00	\$5,670.00		\$5,670.00
GIS Support (based on Carol Howe daily rate)	3	\$378.00	\$1,128.00		\$1,128.00
					\$0.00
Subtotal, Personnel:	48		\$7,779.00	\$654.00	\$8,433.00
TRAVEL					
Explanation of trips: From Where/To Where/For Whom	Vehicle Mileage Cost or Airfare Cost	# of Trips	PerDiem and Lodging		
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
Subtotal, Travel:	\$0.00	0	\$0.00	\$0.00	\$0.00
EQUIPMENT					
Name and Type of Equipment:	Unit Cost	Quantity			
Equipment Maintenance and fuel for 4 ATVs, 3 UTVs	\$85	7	\$595.00	\$500.00	\$1,095.00
vehicle FOR 4115	\$290	2	\$580.00		\$580.00
vehicle mileage 4115	\$0	1,000	\$470.00		\$470.00
Subtotal, Equipment:	\$375.47	1,009	\$1,645.00	\$500.00	\$2,145.00
SUPPLIES					
Name and Type of Supplies:	Unit Cost	Quantity			
Herbicide	\$1,000	1	\$1,000.00	\$300.00	\$1,300.00
			\$0.00		\$0.00
				\$0.00	\$0.00
Subtotal, Supplies:	\$1,000.00	1	\$1,000.00	\$300.00	\$1,300.00

U.S. Forest Service

OMB 0596-0217
FS-1500-18

CONTRACTUAL			
Describe Contracts that will most likely result from this project:			
Gunnison Weed contract	\$1,000.00	\$500.00	\$1,500.00
			\$0.00
			\$0.00
Subtotal, Contractual:	\$1,000.00	\$500.00	\$1,500.00
OTHER			
Describe Other Costs of the Project:			
			\$0.00
			\$0.00
		\$0.00	\$0.00
Subtotal, Other:	\$0.00	\$0.00	\$0.00
TOTAL DIRECT CHARGES	\$11,424.00	\$1,954.00	\$13,378.00
OVERHEAD ASSESSMENT (if applicable, see FSH 1908.13)	Insert Rate Here: 7.4%	\$846.38	
Total Party Costs	\$12,269.38	\$1,954.00	\$14,223.38
COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES		Cooperator Contribution	
TOTAL CHARGES			
			\$0.00
OVERHEAD ASSESSMENT (if applicable, see FSH 1908.13)	Insert Rate Here:		\$0.00
Total Pass-Through Costs	\$0.00		
TOTAL PROJECT COSTS	\$14,223.38		

Burden Statement

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EXHIBIT A
 TRI-STATE NOXIOUS WEED MANAGEMENT
 CY2012 ANNUAL OPERATING PLAN
 GRAND MESA, UNCOMPAGRE AND GUNNISON
 NATIONAL FORESTS

The Forest Service shall:

- A. On the Ouray Ranger District: Continue to treat and inventory Colorado Class A&B noxious weeds along approximately 6.5 miles of right-of-way on the Uncompagre Plateau from the National Forest boundary south of Old Highway 90 to the area between the Raspberry Electronic Site and Kelly Creek. This would include the adjacent harvest units completed for fuels mitigation/hazard tree removal. Our management objectives are:
- Eradicate spotted knapweed in the ROW, and contain it so that it does not expand beyond the adjacent harvest units.
 - Establish 1 photo point behind Silesca Ranger Station in the ROW and at least 1 photo point in the harvest units to document success/failure of treatment. Monitoring results will be documented in the annual monitoring report.
 - Contain the thistle complex (musk, Canada, bull thistle) and houndstongue within the ROW and adjacent harvest units.
 - If new invasive species are identified, treat immediately with appropriate herbicide and/or other methods.
- B. On the Norwood Ranger District: Continue to treat and inventory Colorado Class A&B noxious weeds along 10 miles of right-of-way from the National Forest boundary near Dry Park to the area south of Kelly Creek. This would include the adjacent harvest units completed for fuels mitigation/hazard tree removal. Initiate new inventory in the Telluride region. Our management objectives are:
- Contain spotted knapweed, Canada and musk thistle within the ROW and adjacent harvest units.
 - Establish at least one monitoring photo point documenting success/failure of treatment. Monitoring results will be documented the annual monitoring report.
 - If new invasive species are identified, treat immediately with appropriate herbicide and/or other methods.
 - Initiate invasives inventory in the Telluride region on approximately 19 miles of right-of-way. Treat high-priority invasive species as funding and staffing allow. This excludes the newly constructed line from Nucla to Telluride where it crosses NFS lands.

- C. On the Gunnison Ranger District: Continue to treat and inventory Colorado Class A&B noxious weeds along approximately 2 miles of right-of-way from the National Forest boundary near the Gunnison/Saguache County line. This area has been treated in the past with NFS funds. Our management objectives are:
- Contain targeted weed populations within the ROW .
 - Establish at least one monitoring photo point documenting success/failure of treatment. Monitoring results will be documented the annual monitoring report.
 - If new invasive species are identified, treat immediately with appropriate herbicide and/or other methods.
- D. Accomplish inventory, treatment and monitoring on National Forest System lands only.
- E. Enter work accomplishments into the Forest Service database(s) and submit an annual monitoring report to Tri-State.