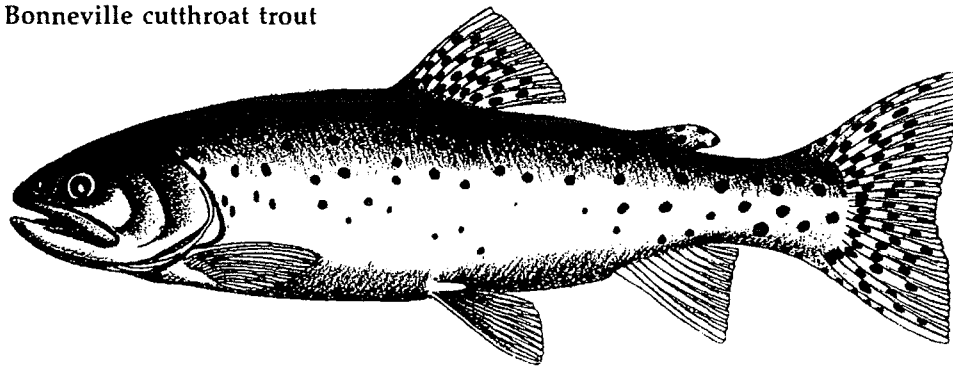


CONSERVATION AGREEMENT
FOR
BONNEVILLE CUTTHROAT TROUT
(Oncorhynchus clarki utah)
in the
State of Utah

Bonneville cutthroat trout



UTAH BONNEVILLE CUTTHROAT TROUT CONSERVATION TEAM

February 2008

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We would like to acknowledge Leo Lentsch, Yvette Converse, Jane Perkins, Dr. Catherine Toline, Dr. Jeff Kershner, Michael Hudson, and Janet Mizzi, as these individuals produced the 1997 Conservation Agreement and Strategy for Bonneville Cutthroat Trout in Utah (Lentsch et al. 1997) and the Range-wide Conservation Agreement and Strategy for Bonneville Cutthroat Trout (Lentsch et al. 2000). These documents were useful in the preparation of the current agreement and strategy.

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Citation

BVCT State of Utah Conservation Team. 2008. Conservation agreement for Bonneville cutthroat trout (*Oncorhynchus clarki utah*) in the State of Utah. Utah Division of Wildlife Resources, Salt Lake City, Utah.

CONSERVATION AGREEMENT

BONNEVILLE CUTTHROAT TROUT (*Oncorhynchus clarki utah*)

This Conservation Agreement (Agreement) has been revised and updated from Lentsch et al. (1997) to expedite implementation of conservation measures for Bonneville Cutthroat Trout (BVCT) in the state of Utah as a collaborative and cooperative effort among resource agencies, tribal authorities, interested groups, and private landowners. The associated Bonneville Cutthroat Trout Conservation Strategy (Strategy) will serve as a companion document to this Agreement, and will contain site-specific details of conservation goals and actions. It is the intention of the conservation team to amend or adjust the Strategy as needed to reflect changing conditions and opportunities. A summary report of Bonneville Cutthroat Trout conservation efforts from 1997 to 2002 is presented in the Bonneville Cutthroat Trout (*Oncorhynchus clarki utah*) Conservation Agreement and Strategy in the State of Utah, Post Implementation Assessment (Utah Division of Wildlife Resources 2004). Threats that could lead to the listing of BVCT as a "sensitive" species by state and Federal agencies or as Threatened or Endangered under the Endangered Species Act of 1973 (ESA) as amended will be significantly reduced or eliminated through implementation of this Agreement and associated Strategy.

Four Geographic Management Units (GMU's) are covered in this revised agreement including the (1) Southern Bonneville, (2) Northern Bonneville, (3) West Desert, and (4) Bear River.

The goals and objectives of this Agreement have been revised based on the Range-wide Conservation Agreement and Strategy for BVCT, which was developed in 2000 (Lentsch et al. 2000) with the exception of the habitat objectives. The Utah Agreement and Strategy documents may need additional revision pending the next revision of the Range-wide Conservation Agreement and Strategy for Bonneville Cutthroat Trout.

I. GOALS :

The primary goal of Bonneville Cutthroat Trout Conservation is to ensure the long-term existence of BVCT within its historic range in Utah by coordinating conservation efforts among state agencies, tribal governments, Federal agencies, and other interested partners. Ensuring the long-term existence of BVCT in Utah will require: 1) maintaining, improving, restoring and protecting existing and potential BVCT habitat, 2) protecting and expanding genetically healthy BVCT populations, and 3) conservation outreach.

Habitat protection and management is vital for the conservation of BVCT in Utah. A focus on habitat management is an important component of efforts to restore and maintain a viable number of conservation populations, and to reduce threats to BVCT. Habitat critical to BVCT survival should be managed and maintained to achieve the following goals:

1. Secure and protect habitats for all conservation populations covered under the agreement and conservation strategy to the extent possible.

2. Enhance or restore habitats used by conservation populations, including habitat associated with populations identified for restoration or expansion, to a desired, properly functioning. Actions should also be undertaken to curtail undesirable impacts from ongoing land uses, to the extent possible.

3. Give BVCT habitat management high priority consideration during land use planning and project implementation.

II. OBJECTIVES:

The following five objectives will help in attaining the primary goal of this strategy:

1. Restore, secure, expand, and maintain conservation populations to include multiple metapopulations within the four GMU's. Expand, where feasible, the number of HUC 10 watersheds occupied by conservation populations during the Agreement period. The Strategy will contain more specific GMU objectives as developed by the local GMU teams.

2. Eliminate threats to BVCT that:

- (A) warrant listing as a sensitive species by state and federal agencies, and
- (B) may warrant their listing as a Threatened or Endangered species under ESA.

3. Enhance or restore conservation population habitats that have been degraded by past and/or current land use practices by requesting the modification or curtailment of those activities.

(A). For genetically identified conservation populations, habitat surveys will be accomplished on 10% of the populations annually using an agreed upon standardized procedure. This effort will be completed during the Agreement period as defined in the associated Strategy.

(B). In instances where land uses are having undesirable influences, discuss harmful activities with land management officials with intentions to develop and implement action plans that reduce influences to the extent possible. This objective will be implemented during the Agreement period as defined in the associated Strategy.

4. Complete watershed analyses associated with land use projects that are planned to occur within the drainage areas of conservation populations. Watershed analyses will be conducted by the Forest Service according to the 1995 Federal Guide for Watershed Analysis. This objective will be implemented during the strategy period.

5. Develop conservation outreach programs targeted to agencies and the general public.

(A). Implement outreach efforts to elevate the understanding of land use and habitat relationships critical to BVCT conservation.

(B). Implement outreach programs designed to develop and promote the conservation and sportfishing values of BVCT.

6. Continue to build and maintain the BVCT database so that information can be readily shared among jurisdictions and general requests for information can be met.

These objectives will be reached through implementation of the specific measures set forth in the associated Strategy document. A BVCT status report will be produced every 5-8 years and will include an evaluation of total program progress as well as a summary of progress for each management agency (i.e. DWR, FS, BLM, FWS, etc.). The parties to this Agreement understand that failure to implement the BVCT Conservation Agreement and Strategy, or the failure of such measures to remove threats to the species' continued existence, will be considered by the USDI Fish and Wildlife Service (Service) in making its determination regarding whether listing of populations is required under the ESA.

III. OTHER SPECIES INVOLVED:

The primary focus of this agreement is the conservation and enhancement of BVCT and the ecosystems upon which they depend; however, other species occurring within or adjacent to BVCT habitat may also benefit from the actions conservation actions identified herein. Some of these species include Bonneville cisco (*Prosopium gemmiferum*), Bonneville whitefish (*Prosopium spilintous*), Bear Lake whitefish (*Prosopium abysicola*), Bear Lake sculpin (*Cottus extensus*), Piaute sculpin (*Cottus beldingi*), northern leatherside chub (*Lepidomeda copei*) southern leatherside chub (*L. aliciae*) and boreal toad (*Bufo boreas*). Using an ecosystem approach, the Bonneville Cutthroat Trout Conservation Agreement could reduce or possibly eliminate threats for several of these species, which could preclude their need for Federal listing pursuant to the ESA.

IV. INVOLVED PARTIES (SIGNATORIES):

Utah Department of Natural Resources
Division of Wildlife Resources
1596 West North Temple, Suite 2110
P.O. Box 146301
Salt Lake City, UT 84114-6301

United States Department of Agriculture
Forest Service
Intermountain Region
324 25th Street
Ogden, UT 84401

United States Department of Interior
Fish and Wildlife Service
Denver Federal Center, P.O. Box 25486
Denver, CO 80225

Bureau of Reclamation
302 East 1860 South
Provo, Utah 84606-7317

Bureau of Land Management
Utah State Office
Gateway Three Building
440 W. 200 S.
Salt Lake City, UT 84101

Confederated Tribes of the Goshute Reservation
PO Box 6104
Ibapah, UT 84034

Utah Reclamation Mitigation and Conservation Commission
230 South 500 East, Suite 230
Salt Lake City, Utah 84102

Separate Memorandum of Understanding and/or Cooperative Agreement documents will be developed with additional parties and supporting entities (Appendix A) as necessary to ensure implementation of specific conservation measures. In addition, interested County governments will be given an opportunity to review and provide input on specific actions.

BVCT distribution is not limited to Utah with additional populations existing in Idaho, Nevada, and Wyoming. Conservation Plans and/or Agreements exist in each of these States for the management of BVCT, and a range-wide plan for BVCT was developed in 2000 (Lentsch et al. 2000). The BVCT Conservation Team will cooperate and coordinate with these States in the implementation of this Agreement.

V. AUTHORITY:

The signatory parties hereto enter into this BVCT Conservation Agreement under federal and state law, as applicable, including, but not limited to Section 2(c)(2) of the ESA, which states: "the policy of Congress is that Federal agencies shall cooperate with State and local agencies to resolve water resource issues in concert with conservation of endangered species."

All parties to this Agreement recognize that they each have specific statutory responsibilities that cannot be delegated, particularly with respect to the management and conservation of these fish; their habitat; and the management, development and allocation of water resources. Nothing in this Agreement is intended to abrogate any of the parties' respective responsibilities.

This Agreement is subject to and is intended to be consistent with all applicable Federal and State laws and interstate compacts.

This instrument in no way restricts the parties involved from participating in similar activities with other public or private agencies, organizations or individuals.

Modifications within the scope of this instrument shall be made by the issuance of a written multi-laterally executed modification prior to any changes being performed.

VI. STATUS AND DISTRIBUTION OF BONNEVILLE CUTTHROAT TROUT:

The BVCT is a unique subspecies of the cutthroat trout complex native to the Bonneville Basin. During the Pleistocene, Lake Bonneville and its drainage system covered parts of Utah, Nevada, Idaho, and Wyoming. Historically, BVCT occurred throughout this basin. With the final desiccation of ancient Lake Bonneville, the four major drainages to Lake Bonneville became isolated from each other, and BVCT became restricted to the streams and lakes with suitable

trout habitat.

As European settlers expanded into the West, human activities such as water development, agricultural activities, energy development, mining, timber harvesting, grazing, unregulated fishing, and the introduction of non-indigenous species directly impacted BVCT populations and altered the Bonneville Basin ecosystem. Because of the tenuous status of some BVCT populations and habitat, BVCT conservation efforts have been directed through federal, state and local agencies.

In 1979, the American Fisheries Society (AFS) designated BVCT as "threatened" throughout its range because of habitat degradation, hybridization and competition with nonnative species. In 1989, the AFS reclassified BVCT as "endangered" after more information was obtained. The Service was first petitioned by the Desert Fishes Council and AFS to list the BVCT under the ESA in 1979. The Service's status review determined that listing the BVCT was "warranted but precluded" at that time by other higher priority activities (January 20, 1984; 49 FR 2485). In 1992 the Service was petitioned again, and the Service determined there was no new information presented in the petition. However, the Service initiated a status review that was never finalized. One recommendation was to develop Conservation Agreements between states, federal agencies, tribes, and other interested parties. The 1997 Conservation Agreement in Utah was the product of these early discussions. The Service was petitioned again in 1998 by the Biodiversity Legal Foundation to list the BVCT as a threatened species. On October 9, 2001, the Service published the results of their 12-month finding (66 FR 51362) and status review, which indicated that listing the BVCT was "not warranted" at that time. In general, the Service based their finding on the following: the overall status of BVCT had improved in every GMU since the 1970's, almost every major drainage within the five GMU's supported core BVCT populations, noted declines to populations occurred between 1850 and 1950 with a major reduction in threats in recent years, and a recognition of implemented conservation actions. The Service decision not to list was subsequently challenged in court by the Center for Biological Diversity (Center for Biological Diversity v. Morgenweck, 351 F. Supp.2d 1137, D. Colo. 2004). On March 7, 2007, the District Court of Colorado dismissed the civil action challenging the Service 12-month status review decision relating to the listing of Bonneville cutthroat trout as "Not Warranted". However, on February 7, 2008, the Service withdrew the not-warranted decision and announced that the BVCT would receive an additional status review under a new interpretation of the term "significant portion of the range". The BVCT is currently considered a Tier I species within the state of Utah due to the fact that a conservation agreement is in place for the species.

The Utah BLM has adopted the existing Utah Division of Wildlife Resources' "Utah Sensitive Species List". This list includes the BVCT, which is a BLM Utah "sensitive" species with specific special status and management direction. The purpose of this direction is to provide policy and guidance, consistent with appropriate laws, for the conservation of special status species and the ecosystems upon which they depend. The objectives of the special status species policy are: (A) to conserve listed species and the ecosystems upon which they depend, and (B) to ensure that actions requiring authorization or approval by the BLM are consistent with the

conservation needs of special status species.

The Regional Forester for the Intermountain Region of the USDA Forest Service (R4) has designated the BVCT as "sensitive". This administrative designation is defined in the Forest Service Manual 2670.5 as follows: "Sensitive Species: Those plant and animal species identified by a Regional Forester for which population viability is a concern as evidenced by: (a) significant current or predicted downward trends in population numbers or density and (b) significant current or predicted downward trends in habitat capability that would reduce a species' existing distribution." Twelve criteria are used in this Region in designating a species as sensitive. These are: (1) relative abundance of the species within the range, (2) recruitment potential as to life history style, (3) population trend over the past 10 years, (4) distribution across the region, (5) plant communities inhabited, (6) unique habitat or special features upon which the species depends, (7) ability of a species to disperse or relocate, (8) the species specialization for reproduction and feeding, (9) hybridization potential, (10) ability for habitat to recover, (11) potential for habitat to be impacted by human activity, and (12) habitat trend. The status of BVCT was evaluated in the late 1980's against these criteria and was determined to warrant regional designation as sensitive.

The Forest Service Manual directs line officers to manage for and maintain viable populations of native and desirable nonnative species (FSM 2602, 1b). When a species is designated as sensitive, decision makers must review and analyze the impacts of proposed management activities on the species and their habitat. This analysis is done in a "biological evaluation" (BE). The BE is part of the project file upon which a decision maker bases their decision and allows the decision maker to understand the potential impacts on individual sensitive species. While the BE does not establish standards or guidelines, it may include recommended mitigation measures. The decision maker is not forced into or required to make any particular decision based on the BE. This designation as sensitive is designed to increase awareness of population viability concerns, and therefore encourage decisions which will not contribute to those concerns and which may prevent a species from becoming a Federal Threatened or Endangered species.

To encourage proactive management of this species and alleviate local concerns about effects of reintroductions on current activities, the U.S. Forest Service has agreed to not treat as "sensitive" any BVCT population established through transplanting onto National Forest System land, proceeding from the date of signing of the Agreement. However, the U.S. Forest Service will continue to treat as "sensitive" any remnant BVCT population found on National Forest System land. Chemical removal, holding and restocking of previously existing populations does not change the "sensitive" status of that population.

In addition to protective legislation, the USDI Fish and Wildlife Service, the USDA Forest Service, USDI. Bureau of Land Management (BLM), and the State of Utah have initiated stream improvement projects, population and habitat surveys, brood stock development and reintroductions over the past decades. These efforts allowed managers to expand known BVCT range since the 1970's. As a result, both our knowledge of and the status of BVCT have

improved in many areas during the last 20 years.

Presently, a total of 133 known BVCT conservation populations occupy approximately 1,276 stream miles and 71,229 surface acres of lentic water throughout regions of Utah. Of the 133 populations, 58 are known to be core populations (<1% introgressed) occupying approximately 446 stream miles (BVCT database). These populations, as well as numerous additional BVCT populations, are continuing to be analyzed for purity. Because of ongoing BVCT conservation and sportfishing management, the future of this subspecies is much more secure than it was in the 1970s.

VII. PROBLEMS FACING THE SPECIES:

The success of any conservation or recovery program depends on eliminating or reducing the impact of conditions or activities that threaten the species existence. The Strategy associated with this agreement provides a detailed review of the problems and threats that signatories to this agreement will address with management actions. For consistency, the general format is based on the following five criteria considered for federal listing of a species in Section 4(a)(1) of the ESA:

- (A). The present or threatened destruction, modification, or curtailment of its habitat or range.
- (B). Over utilization for commercial, recreational, scientific, or educational purposes.
- (C). Disease, predation, competition and hybridization.
- (D). The inadequacy of existing regulatory mechanisms.
- (E). Other natural (e.g. drought) or human induced (e.g. socio-political) factors affecting its continued existence.

VIII. CONSERVATION ACTIONS:

To meet the goal and objectives of this Agreement, the parties agree to undertake the specific measures set forth in this Agreement. Where responsibility for undertaking a specific action has not been assigned in this Agreement, individual parties may agree to implement such measures through Conservation Team review or execution of additional agreements. The following conservation actions, as defined and detailed in the Strategy, must be implemented:

1. Determine baseline BVCT population, life history and habitat data.
2. Determine and maintain genetic integrity.
3. Enhance, maintain and protect habitat.
4. Selectively control and/or remove nonnative species.
5. Expand BVCT populations and range through introduction or reintroduction from either transplanted (wildstock) or broodstock/hatchery production.
6. Monitor populations and habitat.
7. Develop a mitigation protocol for proposed water development and future habitat

alteration, where needed.

8. Data sharing and database maintenance.

IX. CONSERVATION SCHEDULE AND ASSESSMENT:

Four general administrative actions, as outlined below, will be implemented.

1. Coordinating Conservation Activities

The Bonneville Cutthroat Trout Conservation Team (BVCTCT) will consist of a designated representative from signatories to this Agreement and may include technical and legal advisors and other members as deemed necessary by the signatories.

Because the areas of concern covered by this Agreement are located in Utah, and because the State of Utah presently has primary jurisdiction over BVCT within the State, the designated BVCTCT leader will be the Utah Department of Natural Resources, Division of Wildlife Resources (DWR) representative.

Authority of the BVCTCT shall be limited to making recommendations for the conservation of BVCT. These recommendations will be implemented by the agencies represented on the Conservation Team. Copies of comments, recommendations and documented results of actions will be provided by the DWR to the signatories and to other interested parties upon request.

The BVCTCT will meet at least semiannually to receive reports on progress and effectiveness of conservation efforts. Meetings may also be used to provide technical training on topics of general interest to BVCTCT team members.

BVCTCT meetings will be open to all interested parties. Minutes of the meetings and progress reports will be distributed to the BVCTCT, technical advisors, and to other interested parties, upon request to the BVCTCT leader.

The BVCTCT shall operate by consensus of the signatories when determining management recommendations for Bonneville cutthroat trout protection and conservation.

Individual agency commitments for each participating agency are presented on signatory pages (Section XIV).

2. Implementing Conservation Schedule

As leader of the BVCTCT, the DWR will coordinate conservation activities and monitor conservation actions conducted by participants of this Agreement to determine if all actions are in accordance with the Strategy and annual schedule. Conservation actions will be reviewed on an annual basis by the BVCTCT.

3. Funding Conservation Actions

Funding for the Conservation Agreement will be provided by a variety of sources. Federal, state and local sources will provide or secure funding to initiate procedures of the Agreement and Strategy.

- Federal sources may include, but are not limited to, the USDA FS, SERVICE, BLM, Utah Reclamation Mitigation and Conservation Commission (Mitigation Commission), USDI Bureau of Reclamation, Central Utah Project Completion Act, Land and Water Conservation funds, State Wildlife Grants, and the Natural Resource Conservation Service.

- State funding sources may include, but are not limited to, direct appropriation of funds by the legislature, the Endangered Species Mitigation Fund, Community Impact Boards, Water Resources Revolving funds, State Department of Agriculture (DOA), and State Resource Management Agencies.

- Local sources of funding may be provided by water districts, Native American affiliations, cities and towns, counties, local irrigation companies, and other supporting appropriations and may be limited due to funding availability.

In-kind contributions in the form of personnel, field equipment, supplies etc., will be provided by participating agencies (see signatory pages). In addition, each agency will have specific tasks, responsibilities, and proposed actions/commitments related to their in-kind contributions as per the Strategy.

It is understood that all funds expended in accordance with this Agreement are subject to approval by the appropriate local, state or federal appropriation laws, policies and procedures.

4. Conservation Progress Assessment

Annually at the fall meeting, signatory representatives present accomplishments to the BVCTCT. The chair of the BVCTCT compiles handouts, develops a summary of the presentations of the conservation activities, and sends those summaries out to participants and interested persons on the mailing list. These summaries will assist in determining the effectiveness of this agreement and whether revisions are warranted. The BVCTCT leader will provide a copy of the annual summary to the DWR Director. The BVCTCT members will also annually update the BVCT Status Database, which embodies a concise record of conservation progress. These annual updates will provide a good tracking system for progress with conservation activities and population changes. A formal assessment of conservation activities will be made every 5-8 years.

If threats to the survival of BVCT conservation populations become known that are not or cannot be resolved through this, or any Conservation Agreement, the DWR will immediately

notify all signatories.

X. DURATION OF AGREEMENT:

The term of this Agreement shall be 10 years or as otherwise modified by the BVCTCT. Every 5-8 years, or on a shorter rotation if agreed to by the BVCTCT, a thorough assessment of actions implemented for the species will be conducted by the BVCTCT and incorporated in the status/post implementation assessment. If all signatories agree that sufficient progress has been made towards the conservation and recovery of the BVCT, this Agreement shall be extended for an additional 10 years with or without modification. Any party may withdraw from this Agreement with a ninety-day (90) written notice to all of the other parties.

XI. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE:

The Agreement and associated Strategy are being developed for planning purposes. Before any projects with a federal nexus, which may impact the natural or human environment, are scheduled for implementation, they will be reviewed for NEPA compliance (e.g., completion of a Decision Document under a Category Excluding detailed analysis, a Environmental Assessment or Environmental Impact Statement). Federal signatories to the BVCTCT will be consulted on any projects with the potential to require NEPA review and compliance.

XII. FEDERAL AGENCY COMPLIANCE:

During the performance of this agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, national origin, age, religion, gender, disability, familial status or political affiliation.

No member or delegate to Congress or resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise there from, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

XIII. LITERATURE CITED:

- Lentsch, L. D., Y. Converse, and J. Perkins. 1997. Conservation agreement and strategy for Bonneville cutthroat trout (*Oncorhynchus clarki utah*) in the State of Utah. Utah Division of Wildlife Resources Publication #97-19.
- Lentsch, L. D., C. A. Toline, J. Kershner, J. M. Hudson, and J. Mizzi. 2000. Range-wide conservation agreement and strategy for Bonneville cutthroat trout (*Oncorhynchus clarki utah*). Utah Division of Wildlife Resources Publication # 00-19.
- Utah Division of Wildlife Resources. 2000. Cutthroat Trout Management: A Position Paper, Genetic Considerations Associated with Cutthroat Trout Management. Publication Number 00-26. Utah Division of Wildlife Resources, 1594 W. North Temple, Salt Lake City, Utah. 9 pp.
- Utah Division of Wildlife Resources. 2004. Bonneville Cutthroat Trout (*Oncorhynchus clarki utah*) Conservation Agreement and Strategy in the State of Utah Post Implementation Assessment. Publication Number 04-31. Utah Division of Wildlife Resources, 1594 W. North Temple, Salt Lake City, Utah. 72 pp.
- Utah Division of Wildlife Resources. 2004. Range-wide Status of Bonneville Cutthroat Trout (*Oncorhynchus clarki utah*) 2004. Publication Number 05-02. Utah Division of Wildlife Resources, 1594 W. North Temple, Salt Lake City, Utah. 143 pp.
- Utah Division of Wildlife Resources. 2005. Utah Comprehensive Wildlife Conservation Strategy. Publication Number 05-19. Utah Division of wildlife Resources, 1594 W. North Temple, Salt Lake City, Utah.

XIV. SIGNATORIES:

The following pages include separate agreement pages for each signatory.

**BONNEVILLE CUTTHROAT TROUT
CONSERVATION AGREEMENT
UTAH DIVISION OF WILDLIFE RESOURCES**

The Utah Division of Wildlife Resources (DWR) hereby states its intent and commitment to assist with and participate in the implementation of the Bonneville Cutthroat Trout Conservation Agreement as prepared by the Bonneville Cutthroat Trout Conservation Team. Specific commitments are as follows:

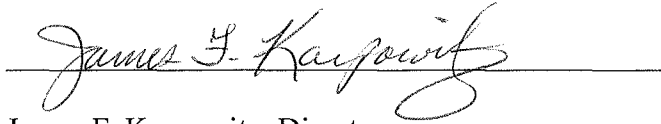
1. Provide a representative to serve as the Bonneville Cutthroat Trout Conservation Team leader (e.g., oversee administrative responsibilities of agencies, reports, meetings, etc.).
2. Provide a representative for each Bonneville Cutthroat Trout Geographic Management Unit to the Bonneville Cutthroat Trout Conservation Team to implement conservation elements described in the Strategy.
3. Assume lead responsibility for the inventory, monitoring, re-introductions, and non-indigenous control projects for Bonneville cutthroat trout populations in the State of Utah, and to annually compile and report inventory and monitoring information and provide such information to all participating agencies and parties.
4. Make recommendations to the U.S. Army Corp of Engineers regarding the issuance of 404 permits for any land development proposals that would negatively impact key BVCT habitats, and to work cooperatively with private land owners, land developers, and local land use planners in Utah to avoid, minimize and/or mitigate negative impacts of land development on BVCT habitat.
5. Implement and enforce specific State statutes and Wildlife Codes (Wildlife Resources Code of Utah) that protect and prohibit the collection and/or importation of threatened, endangered and special concern species, including BVCT.
6. Assist in funding projects that benefit BVCT and its habitat.

Performance of activities above is contingent on adequate funds being made available and allocated to the Division. This agreement shall not prohibit the Division from engaging in management actions regarding BVCT conservation efforts beyond those described in this Agreement and Strategy. Such management actions should be coordinated with the Bonneville Cutthroat Trout Conservation Team.

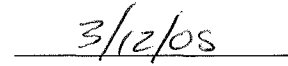
This Agreement shall become effective on the date of signature by the participating party, and shall remain in effect until the signatory party chooses to withdraw from the Agreement in part or in whole, or the Agreement is terminated by consent of the Bonneville Cutthroat Trout Conservation Team. Either the signatory party or the Bonneville Cutthroat Trout Conservation

Team may terminate the Agreement by providing 90 days written notification to the other party.

By signing this document below, the Division acknowledges that it is also signing as a party and participant to the whole of the Bonneville Cutthroat Trout Conservation Plan as contained in the BVCT Agreement and Strategy for the State of Utah .

A handwritten signature in cursive script, reading "James F. Karpowitz", is written over a horizontal line.

James F. Karpowitz, Director
Utah Division of Wildlife Resources

A handwritten date "3/12/08" is written over a horizontal line.

Date

**BONNEVILLE CUTTHROAT TROUT
CONSERVATION AGREEMENT
USDI FISH AND WILDLIFE SERVICE**

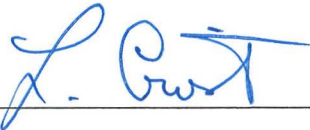
The USDI Fish and Wildlife Service (Service) hereby states its intent and commitment to assist with and participate in the implementation of the Bonneville Cutthroat Trout Conservation Agreement as prepared by the Bonneville Cutthroat Trout Conservation Team. Specific commitments are as follows:

1. Provide a representative to the Bonneville Cutthroat Trout Conservation Team.
2. Advise and assist in implementation of the Conservation Agreement in regard to existing laws (e.g., ESA, NEPA, etc.)
3. Cooperate and assist in habitat enhancement, reintroduction, non-indigenous species control, and monitoring projects.
4. Assist in funding statewide enhancement projects.
5. Serve as lead in projects occurring on Goshute Indian Reservation lands.

Performance of activities above is contingent on adequate funds being made available and allocated to the Service. This agreement shall not prohibit the Service from engaging in management actions regarding BVCT conservation efforts beyond those described in this Agreement and Strategy. Such management actions should be coordinated with the Bonneville Cutthroat Trout Conservation Team.

This Agreement shall become effective on the date of signature by the participating party, and shall remain in effect until the signatory party chooses to withdraw from the Agreement in part or in whole, or the Agreement is terminated by consent of the Bonneville Cutthroat Trout Conservation Team. Either the signatory party or the Bonneville Cutthroat Trout Conservation Team may terminate the Agreement by providing 90 days written notification to the other party.

By signing this document below, the Service acknowledges that it is also signing as a party and participant to the whole of the Bonneville Cutthroat Trout Conservation Plan as contained in the BVCT Agreement and Strategy for the State of Utah .



Larry Crist, Utah Field Office Supervisor
USDI Fish and Wildlife Service



Date

**BONNEVILLE CUTTHROAT TROUT
CONSERVATION AGREEMENT
USDA FOREST SERVICE**

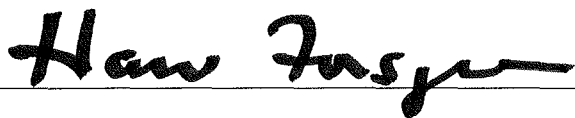
The USDA Forest Service (Forest) hereby states its intent and commitment to assist with and participate in the implementation of the Bonneville Cutthroat Trout Conservation Agreement as prepared by the Bonneville Cutthroat Trout Conservation Team. Specific commitments are as follows:

1. Provide a representative to the Bonneville Cutthroat Trout Conservation Team.
2. Provide a representative from each Forest, with habitat within BVCT range, to the Bonneville Cutthroat Trout Conservation Team to implement conservation elements described in the Strategy.
3. Advise and assist in implementation of the Conservation Agreement.
4. Cooperate and assist in statewide habitat enhancement, BVCT reintroduction, non-indigenous species control, and monitoring projects on USDA FS lands.
5. Conduct Watershed Analysis associated with land use projects that are planned to occur within the watershed area of conservation populations. Watershed Analyses will be conducted according to the 1995 Federal Guide for Watershed Analysis.
6. Consider possible impacts of forest management decisions on BVCT and their habitat, and to take measures to avoid, minimize and/or mitigate such impacts whenever possible within constraints of the Forest Service policy and regulations. The Forest Service Manual requires that a "Biological Evaluation" be prepared for each proposed Forest Service Program or activity to ensure that Forest Service actions do not contribute to loss of viability of Sensitive Species (including BVCT) and ensure that activities do not cause these species to move toward federal listing.
7. Assist in maintaining instream flows for BVCT and obtaining land within BVCT habitat within the proclaimed National Forest Boundary.
8. Assist in funding statewide enhancement projects on USDA Forest Service lands where appropriate.

Performance of activities above is contingent on adequate funds being made available and allocated to the Forest. This agreement shall not prohibit the Forest from engaging in management actions regarding BVCT conservation efforts beyond those described in this Agreement and Strategy. Such management actions should be coordinated with the Bonneville Cutthroat Trout Conservation Team.

This Agreement shall become effective on the date of signature by the participating party, and shall remain in effect until the signatory party chooses to withdraw from the Agreement in part or in whole, or the Agreement is terminated by consent of the Bonneville Cutthroat Trout Conservation Team. Either the signatory party or the Bonneville Cutthroat Trout Conservation Team may terminate the Agreement by providing 90 days written notification to the other party.

By signing this document below, the USDA Forest Service acknowledges that it is also signing as a party and participant to the whole of the Bonneville Cutthroat Trout Conservation Plan as contained in the BVCT Agreement and Strategy for the State of Utah .

A handwritten signature in black ink, reading "Harv Forsgren", written over a horizontal line.

Harv Forsgren, Regional Forester
USDA Forest Service, Intermountain Region

A handwritten date in black ink, reading "3/12/08", written over a horizontal line.

Date

**BONNEVILLE CUTTHROAT TROUT
CONSERVATION AGREEMENT
USDI BUREAU OF LAND MANAGEMENT**

The USDI Bureau of Land Management (BLM) hereby states its intent and commitment to assist with and participate in the implementation of the Bonneville Cutthroat Trout Conservation Agreement as prepared by the Bonneville Cutthroat Trout Conservation Team. Specific commitments are as follows:

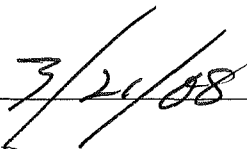
1. Provide a representative to the Bonneville Cutthroat Trout Conservation Team.
2. Advise and assist in implementation of the Conservation Agreement.
3. Cooperate and assist in enhancement, reintroduction, non-indigenous species control, and monitoring projects on BLM lands
4. Assist the state in obtaining and/or securing water rights and land within BVCT habitat on BLM lands.
5. Cooperate and assist in funding statewide enhancement projects with compliance to NEPA regulation.
6. Maintain and improve habitat and populations of BVCT through adaptive management and mitigation on BLM lands. Authority for the protection of BVCT and its habitat is pursuant to provisions in the BLM Policy Manual and the Federal Land Policy and Management Act.

Performance of activities above is contingent on adequate funds being made available and allocated to the Bureau. This agreement shall not prohibit the Bureau from engaging in management actions regarding Bonneville cutthroat trout conservation efforts beyond those described in this Agreement and Strategy. Such management actions should be coordinated with the Bonneville Cutthroat Trout Conservation Team.

This Agreement shall become effective on the date of signature by the participating party, and shall remain in effect until the signatory party chooses to withdraw from the Agreement in part or in whole, or the Agreement is terminated by consent of the Bonneville Cutthroat Trout Conservation Team. Either the signatory party or the Bonneville Cutthroat Trout Conservation Team may terminate the Agreement by providing 90 days written notification to the other party.

By signing this document below, the USDI Bureau of Land Management acknowledges that it is also signing as a party and participant to the whole of the Bonneville Cutthroat Trout Conservation Plan as contained in the BVCT Agreement and Strategy for the State of Utah .



Selma Sierra, Utah State Director
USDI Bureau of Land Management

Date

**BONNEVILLE CUTTHROAT TROUT
CONSERVATION AGREEMENT
USDI BUREAU OF RECLAMATION**

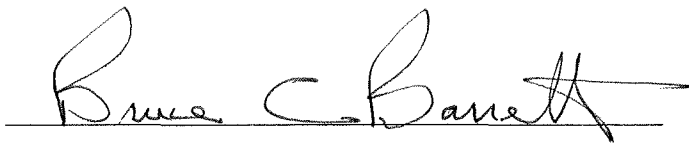
The U.S.D.I. Bureau of Reclamation (Reclamation) hereby states its intent and commitment to assist with and participate in the implementation of the Bonneville Cutthroat Trout Conservation Agreement as prepared by the Bonneville Cutthroat Trout Conservation Team. Specific commitments are as follows:

1. Provide a representative to the Bonneville Cutthroat Trout Conservation Team.
2. Advise and assist in implementation of the Conservation Agreement.
3. Cooperate and assist in habitat enhancement, reintroduction, non-indigenous species control, and monitoring projects on Reclamation land.
4. Consider possible impacts of Reclamation management plans on BVCT and their habitat, and to take measures to avoid and/or mitigate such impacts whenever possible within the constraints of Reclamation policy and authority.

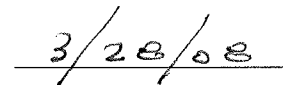
Performance of activities above is contingent on adequate funds being made available and allocated to Reclamation. This agreement shall not prohibit Reclamation from engaging in management actions regarding BVCT conservation efforts beyond those described in this Agreement and Strategy. Such management actions should be coordinated with the Bonneville Cutthroat Trout Conservation Team.

This Agreement shall become effective on the date of signature by the participating party, and shall remain in effect until the signatory party chooses to withdraw from the Agreement in part or in whole, or the Agreement is terminated by consent of the Bonneville Cutthroat Trout Conservation Team. Either the signatory party or the Bonneville Cutthroat Trout Conservation Team may terminate the Agreement by providing 90 days written notification to the other party.

By signing this document below, the U.S.D.I. Bureau of Reclamation acknowledges that it is also signing as a party and participant to the whole of the Bonneville Cutthroat Trout Conservation Plan as contained in the BVCT Agreement and Strategy for the State of Utah .



Bruce C. Barrett , Provo Area Manager
USDI Bureau of Reclamation



Date

**BONNEVILLE CUTTHROAT TROUT
CONSERVATION AGREEMENT
UTAH RECLAMATION MITIGATION AND CONSERVATION COMMISSION**

The Utah Reclamation Mitigation and Conservation Commission (Commission) hereby states its intent and commitment to assist with and participate in the implementation of the Bonneville Cutthroat Trout Conservation Agreement as prepared by the Bonneville Cutthroat Trout Conservation Team. Specific commitments are as follows:

1. Provide a representative to the Bonneville Cutthroat Trout Conservation Team.
2. Advise and assist in implementation of the Conservation Agreement.
3. Incorporate Bonneville Cutthroat Trout Conservation actions in the appropriate Mitigation Commission programs, as described in the current Mitigation Commission's Final Mitigation and Conservation Plan..

Performance of activities above is contingent on adequate funds being made available and allocated to the Commission. This agreement shall not prohibit the Commission from engaging in management actions regarding BVCT conservation efforts beyond those described in this Agreement and Strategy. Such management actions should be coordinated with the Bonneville Cutthroat Trout Conservation Team.

This Agreement shall become effective on the date of signature by the participating party, and shall remain in effect until the signatory party chooses to withdraw from the Agreement in part or in whole, or the Agreement is terminated by consent of the Bonneville Cutthroat Trout Conservation Team. Either the signatory party or the Bonneville Cutthroat Trout Conservation Team may terminate the Agreement by providing 90 days written notification to the other party.

By signing this document below, the Mitigation Commission acknowledges that it is also signing as a party and participant to the whole of the Bonneville Cutthroat Trout Conservation Plan as contained in the BVCT Agreement and Strategy for the State of Utah



Michael C. Weland, Executive Director
Utah Reclamation Mitigation and Conservation Commission



Date

**BONNEVILLE CUTTHROAT TROUT
CONSERVATION AGREEMENT
CONFEDERATED TRIBES OF THE GOSHUTE RESERVATION**

The CONFEDERATED TRIBES OF THE GOSHUTE RESERVATION (Tribes) hereby states its intent and commitment to assist with and participate in the implementation of the Bonneville Cutthroat Trout Conservation Agreement as prepared by the Bonneville Cutthroat Trout Conservation Team. Specific commitments are as follows:

1. Provide a representative to the Bonneville Cutthroat Trout Conservation Team.
2. Advise and assist in implementation of the Conservation Agreement.
3. Cooperate and assist in habitat enhancement, Bonneville cutthroat trout reintroduction, non-indigenous species control, and monitoring projects on Tribal lands.
4. Consider possible impacts of Tribal land and water management decisions on Bonneville cutthroat trout and their habitat, and to take measures to avoid, minimize and/or mitigate such impacts whenever possible within constraints of Tribal policy and regulations to ensure that activities do not cause these species to move toward federal listing.
5. Assist in maintaining instream flows for Bonneville cutthroat trout on Tribal lands within Bonneville cutthroat trout habitat.
6. Assist in funding restoration and enhancement projects on Tribal lands where appropriate.

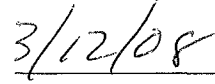
Performance of activities above is contingent on adequate funds being made available for Tribal management activities. This agreement shall not prohibit the Tribe from engaging in management actions regarding Bonneville cutthroat trout conservation efforts beyond those described in this Agreement and Strategy. Such management actions should be coordinated with the Bonneville Cutthroat Trout Conservation Team.

This Agreement shall become effective on the date of signature by the participating party, and shall remain in effect until the signatory party chooses to withdraw from the Agreement in part or in whole, or the Agreement is terminated by consent of the Bonneville Cutthroat Trout Conservation Team. Either the signatory party or the Bonneville Cutthroat Trout Conservation Team may terminate the Agreement by providing 90 days written notification to the other party.

By signing this document below, the Confederated Tribes of the Goshute Reservation acknowledges that it is also signing as a party and participant to the whole of the Bonneville Cutthroat Trout Conservation Plan as contained in the BVCT Agreement and Strategy for the State of Utah .



Rupert Steele, Tribal Council Chairman
Confederated Tribes of the Goshute Reservation



Date

Appendix A

Supporting Partners

Brigham Young University
Department of Zoology
Provo, Utah 84602

Trout Unlimited Utah Council
Chris Thomas
962 Canyon Road
Logan, Utah 84321

Utah Rivers Council
Ted Wilson, Executive Director
1055 East 2100 South, Suite 207
Salt Lake City, UT 84106
Phone: (801) 486-4776
Fax: (801) 466-0334

Utah State University
Department of Fisheries and Wildlife
Logan, Utah 84322-5210
(801) 797-2459

Native Utah Cutthroat Trout Association
Mark Matheson
2241 Hubbard Avenue
Salt Lake City, Utah 84108

