

RANGE-WIDE
CONSERVATION AGREEMENT FOR
ROUNDTAIL CHUB *Gila robusta*,
BLUEHEAD SUCKER *Catostomus discobolus*,
AND FLANNELMOUTH SUCKER *Catostomus latipinnis*

Prepared for
Colorado River Fish and Wildlife Council

Prepared by
Utah Department of Natural Resources
Division of Wildlife Resources
1594 West North Temple, Suite 2110
P.O. Box 146301
Salt Lake City, Utah 84114-6301

Kevin Conway
Director

Draft 10.4.4
An Equal Opportunity Employer
27 January 2004

TABLE OF CONTENTS

I.	Introduction	1
II.	Goal	1
III.	Objectives	1
IV.	Other species involved.....	2
V.	Involved parties	3
VI.	Authority.....	4
VII.	Conservation actions.....	6
	Coordinating Conservation Activities	7
	Implementing Conservation Schedule.....	8
	Funding Conservation Actions	9
	Conservation Progress Assessment	10
VIII.	Duration of agreement.....	10
IX.	Policy for Evaluation of Conservation Efforts (PECE) compliance	10
X.	National Environmental Policy Act (NEPA) compliance	11
XI.	Signatories	12

RANGEWIDE CONSERVATION AGREEMENT FOR ROUNDTAIL CHUB, BLUEHEAD SUCKER, AND FLANNELMOUTH SUCKER

I. INTRODUCTION

This Conservation Agreement (Agreement) has been developed to expedite implementation of conservation measures for roundtail chub (*Gila robusta*), bluehead sucker (*Catostomus discobolus*), and flannelmouth sucker (*Catostomus latipinnis*), hereinafter referred to as the three species, throughout their respective ranges as a collaborative and cooperative effort among resource agencies. Threats that warrant the three species being listed as sensitive by state and federal agencies and that might lead to listing by the U.S. Fish and Wildlife Service as threatened or endangered under the Endangered Species Act of 1973, as amended (ESA), should be minimized through implementation of this Agreement. Additional state, federal, and tribal partners in this effort are welcomed, and such participation (as signatories or otherwise) is hereby solicited.

II. GOAL

The goal of this agreement is to ensure the persistence of roundtail chub, bluehead sucker, and flannelmouth sucker populations throughout their ranges.

III. OBJECTIVES

The individual state's signatory to this document will develop conservation and management plans for any or all of the three species that occur naturally within their state. Any future signatories may also choose to develop individual conservation and management plans, or to integrate their efforts with existing plans. The individual signatories agree to develop information and conduct actions to support the following objectives:

- Develop and finalize a conservation and management strategy (Strategy) acceptable to all signatories that will provide goals, objectives and conservation actions to serve as consistent guidelines and direction for the development and implementation of individual state wildlife management plans for these three fish species.

- Establish and/or maintain roundtail chub, flannelmouth sucker and bluehead sucker populations sufficient to ensure persistence of each species within their ranges.
 - 1) Establish measureable criteria to evaluate the number of populations required to maintain the three species throughout their respective ranges.
 - 2) Establish measureable criteria to evaluate the number of individuals required within each population to maintain the three species throughout their respective ranges.
- Establish and/or maintain sufficient connectivity between populations so that viable metapopulations are established and/or maintained.
- As feasible, identify, significantly reduce and/or eliminate threats to the persistence of roundtail chub, bluehead sucker, and flannelmouth sucker that: 1) may warrant or maintain their listing as a sensitive species by state and federal agencies, and 2) may warrant their listing as a threatened or endangered species under the ESA.

IV. OTHER SPECIES INVOLVED

This Agreement is primarily designed to ensure the persistence of roundtail chub, bluehead sucker, and flannelmouth sucker within their respective distributions. This will be achieved through conservation actions to protect and enhance these species and their habitats. Although these actions will be designed to benefit the three species, they may also contribute to the conservation of other native species with similar distributions.

Bonytail (*Gila elegans*), Colorado pikeminnow (*Ptychocheilus lucius*), humpback chub (*Gila cypha*), and razorback sucker (*Xyrauchen texanus*) are currently listed as endangered under the ESA. In the Upper Colorado River Basin, recovery of one or more of these species has been undertaken by the Recovery Implementation Program for Endangered Fish Species in the Upper Colorado River Basin and the San Juan River Basin Recovery Implementation Program. In the Lower Colorado River Basin, the Grand Canyon Monitoring and Research Center and the Lower Colorado River Multi-Species Conservation Plan have committed to recovery actions for these species. Conservation actions for native fish in the Virgin River Basin are occurring under the direction of the Virgin River Resource Management and Recovery Program in Utah and the

Lower Virgin River Recovery Implementation Team in Nevada and Arizona. Fish managed under these programs include the federally endangered woundfin (*Plagopterus argentissimus*) and Virgin River chub (*Gila seminuda*), as well as the Virgin spinedace (*Lepidomeda mollispinis mollispinis*), desert sucker (*Catostomus clarki*), and flannelmouth sucker. Virgin spinedace is the subject species of a conservation agreement and is listed as a "conservation species" in Utah; it is also listed as "protected" in Nevada. The programs described above focus primarily on mainstem rivers where, in some cases, the three species spend parts of their life cycles. Conservation actions in tributary streams, where the three species are also found, have received less emphasis to date and are likely to be the focus of the state conservation and management plans developed as part of this Agreement. Any conservation actions implemented through existing recovery programs and/or this Agreement may benefit both the endangered fishes mentioned as well as the three species. The signatories will commit to implement conservation actions under this Agreement and Strategy that neither conflict with nor replicate any conservation actions that have been implemented, are being implemented, or will be implemented under any existing recovery program or conservation agreement.

Additionally, the Agreement may reduce threats to several native species that are not currently listed as threatened or endangered under the ESA, and thereby preclude the need for listing in the future. Some of these native species include those listed previously, as well as the speckled dace (*Rhinichthys osculus*), Gila chub (*Gila intermedia*), headwater chub (*Gila nigra*), mountain sucker (*Catostomus platyrhynchus*), Zuni mountain sucker (*Catostomus discobolus yarrowi*), Bonneville cutthroat trout (*Oncorhynchus clarki utah*), Colorado River cutthroat trout (*Oncorhynchus clarki pleuriticus*), Yellowstone cutthroat trout (*Oncorhynchus clarki bouvieri*), mottled sculpin (*Cottus bairdi*), Paiute sculpin (*Cottus beldingi*), northern leopard frog (*Rana pipiens*), relict leopard frog (*Rana onca*), boreal toad (*Bufo boreas boreas*), Great Basin spadefoot (*Spea intermontana*), Great Plains toad (*Bufo cognatus*), New Mexico spadefoot (*Spea multiplicata*), red-spotted toad (*Bufo punctatus*), Woodhouse toad (*Bufo woodhousei*), canyon treefrog (*Hyla arenicolor*), and western chorus frog (*Pseudacris triseriata*).

V. INVOLVED PARTIES

The following state agencies are committed to work cooperatively to conserve the roundtail chub, bluehead sucker, and flannelmouth sucker throughout their respective ranges, and

have further determined that a consistent approach, as described in this Agreement, is most efficient for conserving the three species. The state agencies signatory to this document are:

Arizona Game and Fish Department

Colorado Division of Wildlife

Nevada Department of Wildlife

New Mexico Department of Game and Fish

Utah Division of Wildlife Resources

Wyoming Game and Fish Department

Coordinated participation by state wildlife agencies helps institutionalize range-wide conservation of the three fish species, but federal and tribal partners are being encouraged to participate, as well. The participation of all resource managers in the areas where these species are found is important for the long-term survival of the three species. Some language in this Agreement has been included in anticipation of eventual federal and tribal participation. Any edits proposed by potential conservation partners that will allow them to sign this Agreement and participate in conservation actions will be carefully considered and will only be incorporated with the consensus of the existing signatories. This Agreement may be amended at any time to include additional signatories. An entity requesting inclusion as a signatory shall submit its request to the Council in the form of a document defining its proposed responsibilities pursuant to this Agreement.

VI. AUTHORITY

- The signatory parties hereto enter into this Conservation Agreement and the proposed Conservation Strategy under Federal and State Law, as applicable. Each species' conservation status is designated by state wildlife authorities according to the following table (updated from Bezzerides and Bestgen 2002):

Species	State	Status
Bluehead sucker	Utah	Species of Concern
	Wyoming	Special Concern
Flannelmouth sucker	Colorado, Wyoming	Special Concern
	Utah	Species of Concern
Roundtail chub	New Mexico	Endangered
	Utah	Species of Concern
	Arizona, Colorado, Wyoming	Special Concern

- The signatory parties further note that this Agreement is entered into to establish and maintain an adequate and active program for the conservation of the above listed species.
- The signatory parties recognize that each state has the responsibility and authority to develop a conservation and management plan consistent with the goal and objectives of this Agreement. The purpose of these documents will be to describe specific tasks to be completed toward achieving the goal and objectives of this Agreement.
- All parties to this Agreement recognize that they each have specific statutory responsibilities, 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 or the proposed companion Strategy to be developed pursuant to 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 (To this end, the State of Arizona has attached appendix 1.)
- The state of Wyoming and the Commission do not waive sovereign immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104(a) and all other state law.
- This instrument in no way restricts the parties involved from participating in similar activities with other public or private agencies, organizations or individuals.
- Revisions to this Agreement will be made only with approval of all signatories.
- This Agreement may be executed in several parts, each of which shall be an original, and which collectively shall constitute the same Agreement.

VII. CONSERVATION ACTIONS

The signatories will review and document existing and ongoing programmatic actions that benefit the three species. As signatories develop their individual management plans for conservation of the three species, each signatory may include but is not limited by or obligated to incorporate the following conservation actions:

- 1) Conduct status assessment of roundtail chub, bluehead sucker, and flannelmouth sucker.
- 2) Establish and maintain a database of past, present, and future information on roundtail chub, bluehead sucker, and flannelmouth sucker.
- 3) Determine roundtail chub, bluehead sucker, and flannelmouth sucker population demographics, life history, habitat requirements, and conservation needs.
- 4) Genetically and morphologically characterize populations of roundtail chub, bluehead sucker, and flannelmouth sucker.
- 5) Increase roundtail chub, bluehead sucker, and flannelmouth sucker populations to accelerate progress toward attaining population objectives for respective species.

- 6) Enhance and maintain habitat for roundtail chub, bluehead sucker, and flannelmouth sucker.
- 7) Control (as feasible and where possible) threats posed by nonnative species that compete with, prey upon, or hybridize with roundtail chub, bluehead sucker, and flannelmouth sucker.
- 8) Expand roundtail chub, bluehead sucker, and flannelmouth sucker population distributions through transplant activities or reintroduction to historic range, if warranted.
- 9) Establish and implement qualitative and quantitative long-term population and habitat monitoring programs for roundtail chub, bluehead sucker, and flannelmouth sucker.
- 10) Implement an outreach program (e.g., development of partnerships, information and education activities) regarding conservation and management of roundtail chub, bluehead sucker, and flannelmouth sucker.

Coordinating Conservation Activities

- Administration of the Agreement will be conducted by a range-wide Coordination Team. The team will consist of a designated representative from each signatory to this Agreement and may include technical and legal advisors and other members as deemed necessary by the signatories.
- As a first order of business, the chair of the Coordination Team will be selected from signatory state wildlife agency participants. Leadership will be reconsidered annually, and any member may be selected as Coordination Team Leader with a vote of the majority of the team. The chair will serve no more than two consecutive one-year terms.
- Authority of the Coordination Team will be limited to making recommendations to participating resource management agencies to address status, threats and conservation of roundtail chub, bluehead sucker, and flannelmouth sucker.
- The Coordination Team will meet at least once annually in October or November to develop range-wide priorities, review the annual conservation work plans developed by each agency, review conservation accomplishments resulting from implementation of conservation work plans, coordinate tasks and resources to most effectively implement the work plans, and review and revise the Strategy and states' conservation and

management plans as required. They will report on progress and effectiveness of implementing the conservation and management strategies and plans. The Coordination Team will decide the annual meeting date and location.

- Coordination Team meetings will be open to the public. Meeting decision summaries and annual progress reports will be distributed to the Coordination Team and the signatories. Other interested parties may obtain minutes and progress reports upon request.

Implementing Conservation Schedule

- Development of the range-wide Conservation Strategy and states' conservation and management plans will begin no later than March 2004 and be completed no later than December 2004. A 10-year period will be necessary to attain sufficient progress toward objectives outlined in this Agreement, the range-wide Strategy, and the state plans, but the time required to complete conservation actions may be revised with consensus of the signatories.
- Conservation actions will be scheduled and reviewed on an annual basis by the signatories based on recommendations from the Coordination Team. Activities that will be conducted during the first three to five years of implementation will be identified in annual work plans within the states' conservation and management plans. The Strategy and states' conservation and management plans will be flexible documents and will be revised through adaptive management, incorporating new information as it becomes available.
- The state wildlife agency that has the Coordination Team Leader responsibility will coordinate team review of conservation activities conducted by participants of this Agreement to determine if all actions are in accordance with the Strategy and state conservation and management plans, and the annual schedule.
- Following a 10-year evaluation, the Agreement, Strategy, and associated states' conservation and management plans may be renewed.

Funding Conservation Actions

- Expenditures to implement this Agreement and Strategy will be identified in states' conservation and management strategies and are contingent upon availability of funding.
- Implementation funding will be provided by a variety of sources. Federal, state, and local sources will need to provide or secure funding to initiate procedures of the Agreement and Strategy, although nothing in this Agreement obligates any agency to any funding responsibilities. To date, various federal and state sources have contributed to conservation efforts for the three fish species, including development of the Agreement and Strategy.
- Federal sources may include, but are not limited to, U.S. Forest Service, U.S. Fish and Wildlife Service, U.S. Bureau of Reclamation, Bureau of Land Management, Land and Water Conservation funds, and the Natural Resource Conservation Service. Nothing in this document commits any of these agencies to funding responsibilities.
- State funding sources may include, but are not limited to, direct appropriation of funds by the legislature, community impact boards, water resources revolving funds, state departments of agriculture, and state resource management agencies. Nothing in this document commits any of these agencies to funding responsibilities.
- Local sources of funding may be provided by water districts, Native American Affiliations, cities and towns, counties, local irrigation companies, and other supporting entities, and may be limited due to factors beyond local control.
- In-kind contributions in the form of personnel, field equipment, supplies, etc., will be provided by participating agencies. In addition, each agency will have specific tasks, responsibilities and proposed actions/commitments related to their in-kind contributions.
- It is understood that all funds expended in accordance with this Agreement are subject to approval by the appropriate local, state or Federal appropriations. This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures, including those for government procurement and printing, if applicable. Such endeavors will be outlined in

separate agreements (such as memoranda of agreement or collection agreements) that shall be made in writing by representatives of the parties and which shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive awards to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

Conservation Progress Assessment.

- A range-wide assessment of progress towards implementing actions identified in this Agreement and each state conservation and management plan will be provided to the signatories by the Coordination Team in the first, fifth and tenth years of the Agreement and every fifth year thereafter as dictated by any extension of this instrument beyond ten years. The Coordination Team will compile the annual assessment from submittals prepared by members of the Coordination Team. Copies of the annual assessment will be provided to the signatories, and to interested parties upon request.

VIII. DURATION OF AGREEMENT

The term of this Agreement shall be for two consecutive five-year periods. The first five-year period will commence on the date all state signatories to this document are completed. Prior to the end of each five-year period, a thorough analysis and review of actions implemented for the three species will be conducted by the Coordination Team. If all signatories agree that sufficient progress has been made toward conservation and management of the roundtail chub, bluehead sucker, and flannelmouth sucker, this Agreement may be extended without additional signatures being required. Any involved party may withdraw from this Agreement on 60 days written notice to the other parties.

IX. POLICY FOR EVALUATION OF CONSERVATION EFFORTS (PECE) COMPLIANCE

Pursuant to the federal Policy for Evaluation of Conservation Efforts (PECE) guidelines, the signatory agencies acknowledge the role of PECE in providing structure and guidance in

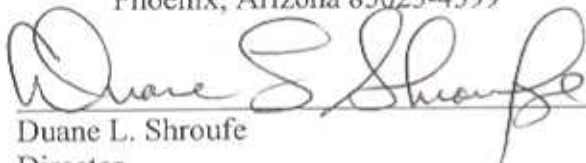
support of the effective implementation of this conservation program and will address PECE elements within their respective state conservation and management plans. They also acknowledge and support the principle that documented progress toward stable and increased distribution, abundance, and recruitment of populations of the three species constitutes the primary index of effectiveness of this conservation program. Criteria describing population status and trends as well as mitigation of recognized threats comprise the primary basis for evaluation of conservation efforts conducted under this Agreement.

**X. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)
COMPLIANCE**

The signatories anticipate that any survey, collection, or non-land disturbing research activities conducted through this Agreement will not constitute significant Federal actions under the NEPA, and will be given a categorical exclusion designation, as necessary. However, each signatory agency holds the responsibility to review planned actions for their area of concern to ensure conformance with existing land use plans, and to conduct any necessary NEPA analysis for those actions within their area.

XI. SIGNATORIES

Arizona Game and Fish Department
2221 W. Greenway Rd.
Phoenix, Arizona 85023-4399



Duane L. Shroufe Date
Director 02/23/04

Colorado Division of Wildlife
6060 Broadway
Denver, Colorado 80216


for Russell George Date
Director 3/22/04

Nevada Department of Wildlife
1100 Valley Rd.
Reno, Nevada 89512


for Terry Crowth Date
Director 3/5/04

New Mexico Department of Game and Fish
P.O. Box 25112
Santa Fe, New Mexico 87504



Bruce Thompson Date
Director 4-15-04

Utah Division of Wildlife Resources
1594 W. North Temple, Suite 2110
P.O. Box 1456301
Salt Lake City, Utah 84114-6301


Kevin K. Conway 2/4/04
Director Date

Wyoming Game and Fish Department
5400 Bishop Boulevard
Cheyenne, Wyoming 82006

for  3-12-04
Terry Cleveland Date
Director

 3/11/04
Ron Arnold Date
Chief Fiscal Officer

Approval as to form:

 3/11/04
Ted Preston Date
Assistant Attorney General

**APPENDIX 1: STANDARD LANGUAGE
REQUIRED BY THE STATE OF ARIZONA**

The Arizona Game and Fish Commission, acting through its administrative agency, the Arizona Game and Fish Department, enters into this Agreement under authority of A.R.S. § 17-231.B.7).

The following stipulations are hereby made part of this Agreement, and where applicable must be adhered to by all signatories to this Agreement.

- **ARBITRATION:** To the extent required pursuant to A.R.S. § 12-1518, and any successor statutes, the parties agree to use arbitration, after exhausting all applicable administrative remedies, to resolve any dispute arising out of this agreement, where not in conflict with Federal Law.
- **CANCELLATION:** All parties are hereby put on notice that this agreement is subject to cancellation pursuant to A.R.S. § 38-511.
- **OPEN RECORDS:** Pursuant to A.R.S. § 35-214 and § 35-215, and Section 41.279.04 as amended, all books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the State for five years after contract completion. Such records shall be reproduced as designated by the State of Arizona.