

**CONSERVATION AGREEMENT
FOR
RIO GRANDE CUTTHROAT TROUT
(*Oncorhynchus clarkii virginalis*)**

**IN THE STATES OF
COLORADO AND NEW MEXICO**



Figure 1 Photo courtesy of Jerry McBride.

October, 2009

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Acknowledgments

Preparation of the original June 2003 Conservation Agreement (RGCT Conservation Team, 2003) was coordinated by Tom Nesler, Colorado Division of Wildlife (CDOW), with assistance from Peter Wilkinson, New Mexico Department of Game and Fish (NMDGF). This 2009 Agreement was revised by Mike Japhet and John Alves (CDOW), with assistance from writing team members Tom Nesler (CDOW), Bruce Rosenlund, U. S. Fish and Wildlife Service (USFWS) and Kirk Patten, New Mexico Department of Game and Fish (NMDGF). Biologists, researchers, and administrators from all signatory agencies provided significant input to this document.

Citation

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CONSERVATION AGREEMENT

RIO GRANDE CUTTHROAT TROUT (*Oncorhynchus clarkii virginalis*)

This Conservation Agreement (Agreement) has been developed to expedite implementation of conservation measures for Rio Grande Cutthroat Trout (RGCT) in Colorado and New Mexico as a collaborative and cooperative effort among resource agencies. Threats that warrant RGCT listing as a special status species by state and federal agencies and might lead to listing under the Endangered Species Act of 1973, as amended, will be eliminated or reduced through implementation of this Agreement and associated Conservation Plans for Rio Grande Cutthroat Trout in Colorado and New Mexico. This Agreement is a collaborative effort among state, federal, and tribal resource agencies designed to provide a framework for the long-term conservation of RGCT.

I. INVOLVED PARTIES

New Mexico Department of Game and Fish
PO Box 25112
Santa Fe, NM 87504

Colorado Department of Natural Resources
Division of Wildlife
6060 Broadway
Denver, CO 80216

U. S. Forest Service, Region 3
333 Broadway SE
Albuquerque, NM 87102

U. S. Forest Service, Region 2
PO Box 25127
Lakewood, CO 80225

U. S. Fish and Wildlife Service, Region 2
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Albuquerque, NM 87103-1306

U. S. Fish and Wildlife Service, Region 6
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Denver, CO 80025

Bureau of Land Management
1747 Rodeo Road
PO Box 27115
Santa Fe, NM 87502-0115

Bureau of Land Management
2850 Youngfield Street
Lakewood, CO 80215

National Park Service
Intermountain Region
12795 Alameda Parkway
Denver, CO 80225

Jicarilla Apache Nation
Jicarilla Game and Fish Department
PO Box 313
Dulce, NM 87528

Mescalero Apache Nation
PO Box 224
Mescalero, NM 88340

Separate cooperative agreements may be developed with other jurisdictions of federal land management agencies such as the U. S. Forest Service, Bureau of Land Management, and National Park Service, and other additional, supporting entities as necessary to ensure implementation of specific conservation measures. In addition, interested government agencies and conservation groups will be given opportunity to review and provide input on specific actions.

II. DISTRIBUTION AND STATUS OF RIO GRANDE CUTTHROAT TROUT

The historic range of RGCT cannot be known with certainty, but it is probable the subspecies occupied the colder reaches of streams in the mountainous portions of the Rio Grande, Canadian, and Pecos River drainages in Colorado and New Mexico (Behnke, 1992 and 2002). The RGCT was first described from Utah (Ute) Creek, a tributary of the Rio Grande near Fort Garland, Colorado (Girard, 1857). Widespread introductions of nonnative salmonids over the last century, however, have served to limit current distributions of RGCT primarily to isolated headwater streams and lakes. Declines in RGCT distribution have been documented in a number of reports (Behnke, 1979, Pritchard and Cowley, 2006). To quantify the current distribution in a more rigorous fashion, the RGCT Conservation Team worked with agency experts to develop a spatially referenced Geographic Information System (RGCT GIS) that contains all available information on the abundance, genetic integrity, and distribution of the subspecies relative to its historic range (Alves et al., 2008). The status assessment (Alves et al., 2008) used the best scientific information available, along with a strict decision-making protocol to develop the most rigorous estimate of current and historic range available. This recent assessment identified 810 miles of occupied stream habitat (12% of historically occupied habitat).

Rio Grande cutthroat trout have hybridized with nonnative salmonids in many areas, reducing the genetic integrity of this subspecies. As such, hybridization is clearly recognized as having a strong influence upon RGCT status. Although there is still some disagreement about the role that hybridized populations should play in status determinations and conservation strategies, the RGCT Conservation Team has adopted a position paper on genetic considerations associated with cutthroat trout management (UDWR, 2000) to guide establishing genetic purity definitions for RGCT. It suggests that populations with less than 10% introgression provide a practical and meaningful framework for assessing the status of the species. Populations meeting this genetic criterion are defined as conservation populations for this Agreement and in the RGCT GIS. One hundred twenty conservation populations are identified in the RGCT GIS, including 96 "core" conservation populations (Alves et al., 2008). Core conservation populations are defined as RGCT populations that are >99% genetically pure and phenotypically true (UDWR, 2000).

The RGCT is designated as a species of special concern by Colorado and a species of greatest conservation need by New Mexico. Regions 2 and 3 of the USFS and the BLM in Colorado and New Mexico all classify the RGCT as a sensitive species. The RGCT had no status as a Category 1 or 2 species prior to February 1986. It was not included

as a candidate species thereafter. The RGCT was petitioned for federal listing in 1998. The petition was found to be “not substantial”. This decision was contested and a subsequent court settlement required completion of a status review and decision whether the species warranted federal candidate status. On June 11, 2002, the U. S. Fish and Wildlife Service published the “Candidate status review for Rio Grande cutthroat trout” (67FR39936). After reviewing the best scientific and commercial information available, the Fish and Wildlife Service determined that the RGCT was not endangered and was not likely to become endangered in the foreseeable future throughout all or a significant portion of its range and that listing as threatened or endangered was not warranted. In 2007, the U.S. Fish and Wildlife Service announced it was conducting another candidate status review for RGCT to be consistent with the new framework for analyzing “significant portion of its range” and to incorporate new information. On May 14, 2008, the USFWS announced the results of the status review for RGCT under the Endangered Species Act of 1973, as amended. USFWS found that listing RGCT was warranted but precluded by higher priority actions.

III. GOALS

The overall goal of this agreement is to assure the long-term viability of RGCT throughout their historic range. Areas that currently support RGCT will be maintained, while other areas will be managed for increased abundance. New populations will be established where ecologically and economically feasible, while the genetic diversity of the species is maintained. The cooperators envision a future where threats to wild RGCT are either eliminated or reduced to the greatest extent possible.

IV. OBJECTIVES

Objective 1: Identify and characterize all RGCT core and conservation populations and occupied habitat- Identify all waters with RGCT populations. Monitor known populations and their habitat to detect changes. Complete genetic analyses on known or potential RGCT populations.

Objective 2: Secure and enhance conservation populations - Secure and, if necessary, enhance all known and suspected genetically pure RGCT populations. These efforts might include, but are not limited to:

- Restricting introduction of nonnative fish species near existing populations
- Restricting spread of disease and invasive species
- Removing nonnative fish species
- Regulating angling and enforcing regulations
- Constructing in-channel barriers
- Maintaining sources of genetically pure RGCT

Objective 3: Restore populations - Increase the number of stream populations by restoring RGCT within their native range. Local restoration goals and approaches will be developed to meet this objective.

Objective 4: Secure and enhance watershed conditions – Maintain and, if necessary, improve watershed conditions for RGCT, including development of protocols for monitoring.

Objective 5: Public outreach – Develop and implement a public outreach effort specifically addressing RGCT conservation.

Objective 6: Data sharing – Continue to build and maintain the RGCT GIS so that information can readily be shared between and among agencies and jurisdictions.

Objective 7: Coordination – Maximize effectiveness of RGCT conservation efforts by coordinating signatory agency efforts toward achieving a common goal.

These goals and objectives will be reached by implementing specific management actions detailed in existing Conservation Plans for Rio Grande Cutthroat Trout in Colorado and New Mexico (herein referred to as Conservation Plans) and in existing and future conservation agreements/ strategies and management plans developed between the signatory agencies and other federal, state, local, and nongovernmental agencies. Upon signing, the signatories agree to commit resources in terms of personnel and operational funding to conservation activities described herein to the extent possible, assuming that progress toward Conservation Plan strategies is measurable and documented. They also agree to ensure the implementation of those strategies detailed in the Conservation Plans. A range-wide status assessment will be conducted every five years, and results from that assessment will be used to update the Agreement, which will also be revised at five-year intervals until it is no longer deemed necessary.

V. OTHER SPECIES INVOLVED

The primary focus of this Agreement is the conservation and enhancement of RGCT and the watersheds in Colorado and New Mexico upon which they depend; however, other species occurring within or adjacent to RGCT habitat should also benefit. Some of these species include Rio Grande sucker (*Catostomus plebeius*), Rio Grande chub (*Gila Pandora*), and boreal toad (*Bufo boreas*). Since the strategy focuses on ecosystem health, the Agreement will potentially ameliorate threats facing several of these species.

VI. AUTHORITY

- This Agreement is subject to and is intended to be consistent with all applicable federal, tribal, and state laws and interstate compacts. The signatory parties hereto enter into this Agreement under federal, state, and tribal laws as applicable.

- All parties to this Agreement recognize they each have specific statutory responsibilities that cannot be delegated, particularly with respect to the management and conservation of wildlife, its 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 instrument in no way restricts the parties involved from participating in similar activities with other public or private agencies, organizations or individuals.
- All parties to this Agreement do not waive any immunity provided by federal, state, local or tribal laws by entering into this Agreement, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- The Jicarilla Apache and Mescalero Apache Nations maintain jurisdictional authority relative to species, habitat and land use management on tribal lands.
- Modifications to this Agreement must be mutually agreed upon by all signatories to the Agreement. Such changes shall be executed as an addendum to the original Agreement.

VII. CONSERVATION ACTIONS

The Conservation Plans clearly outline the actions to be implemented for the conservation of RGCT over the next five years. In addition, four general administrative actions outlined below will be implemented.

Coordinating Conservation Activities

- Administration of the Agreement will be conducted by the RGCT Conservation Team. The team shall consist of one designated representative from each state and tribal wildlife agency, one from Fish and Wildlife Service, one each from the Bureau of Land Management, Forest Service, and National Park Service. The team may also include technical and legal advisors and other members as deemed necessary by the signatories.
- The designated team leader may rotate annually among the representatives from the two state wildlife agencies involved.
- Authority of the Conservation Team shall be limited to making recommendations for the conservation of RGCT to the administrators of the signatory agencies.

- The Conservation Team will meet at least annually to develop range-wide priorities, review the annual conservation work plans developed for each state, and coordinate tasks and agency resources to most effectively implement the work plan. Updates to the RGCT GIS will also occur on an annual basis.
- The Conservation Team will develop a Conservation Strategy that will encompass the goals, objectives and strategies outlined in the Conservation Plans.
- The Conservation Team will produce a range-wide status assessment during the last year of this Agreement. It will include information on the current distribution, genetic status, and presence of competing and hybridizing species, disease and other threats to RGCT. This information will be used to evaluate the foreseeable risks and general population health of existing conservation populations. The status assessment will also discuss progress towards meeting strategies in the Conservation Plans. Based on the assessment, the Conservation Team will make recommendations on need for extending the Agreement.
- Conservation Team meetings will be open to the public. Meeting decision summaries and progress reports will be available to the Conservation Team and to other interested parties.

Implementing a Conservation Schedule

- The Status Assessment (Alves et al., 2008) will be updated at five-year intervals. The need to extend the Agreement for another five-year cycle will be driven by results summarized in that document.
- Conservation actions and information will be shared annually at Conservation Team meetings.
- Each signatory to the Agreement will coordinate, implement and monitor conservation actions for which they and their cooperators are responsible. Accomplishments will be reviewed in an annual summary report at Conservation Team meetings to establish progress toward the Conservation Plans. Accomplishments will be summarized in the subsequent five-year status assessment.

Funding Conservation Actions

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

- It is understood that all funds required for and 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 parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures, including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and 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

- The Conservation Team will provide a five-year status assessment to the signatory agencies. Copies will be made available to cooperators and interested parties upon request. Annual progress toward achieving Conservation Plan goals will be compiled from Conservation Team meetings, and all new relevant information will be incorporated into the RGCT GIS annually.

VIII. DURATION OF AGREEMENT

The term of this Agreement shall be five years. Prior to the end of each five-year period, an analysis of actions implemented for the species will be conducted by the Conservation Team and incorporated into the status assessment. If all signatories agree that continued progress would benefit conservation of RGCT, this Agreement may be extended for an additional five years. Any party may withdraw from this Agreement with sixty days written notice to the other parties.

IX. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

Signing this Agreement is covered under authorities outlined in section VI listed above. 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 ensure NEPA compliance.

X. FEDERAL COMPLIANCE

- During the performance of this Agreement, the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex or national origin.

- 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.

XI. SIGNATORIES

This Conservation Agreement takes effect upon the signature of the directors of the following:

New Mexico Department of Game and Fish
PO Box 25112
Santa Fe, NM 87504

Colorado Department of Natural Resources
Division of Wildlife
6060 Broadway
Denver, CO 80216

U. S. Forest Service, Region 3
333 Broadway SE
Albuquerque, NM 87102

U. S. Forest Service, Region 2
PO Box 25127
Lakewood, CO 80225

U. S. Fish and Wildlife Service, Region 2
PO Box 1306
Albuquerque, NM 87103-1306

U. S. Fish and Wildlife Service, Region 6
PO Box 25486
Denver, CO 80025

Bureau of Land Management
1747 Rodeo Road
PO Box 27115
Santa Fe, NM 87502-0115

Bureau of Land Management
2850 Youngfield Street
Lakewood, CO 80215

National Park Service
Intermountain Region
12795 Alameda Parkway
Denver, CO 80225

Jicarilla Apache Nation
Jicarilla Game and Fish Department
PO Box 313
Dulce, NM 87528

Mescalero Apache Nation
PO Box 224
Mescalero, NM 88340

-Signature Page-

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

Tod W. Stevenson.

Tod Stevenson, Director

09-04-2009.

Date

-Signature Page-

2. Colorado Division of Wildlife
6060 Broadway
Denver, CO 80216

Thomas P. Nesler

Thomas P. Nesler

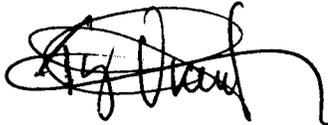
Wildlife Conservation Section Mgr.

7/16/09

Date

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3. Jicarilla Apache Nation
Jicarilla Game and Fish Department
P.O. Box 507
Dulce, NM 87528



Levi Pesata, President



Date

-Signature Page-

4. U.S. Forest Service, Region 3
333 Broadway SE
Albuquerque, NM 87102

C. L. Newman

Corbin L. Newman, Regional Forester

July 1, 2008

Date

-Signature Page-

5. U.S. Forest Service, Region 2
P.O. Box 25127
Lakewood, CO 80225



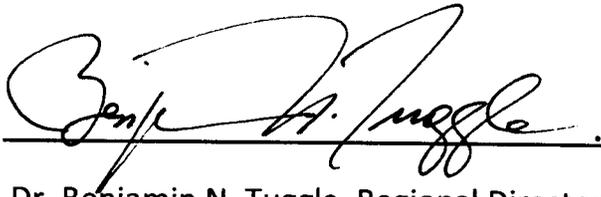
Rick Cables, Regional Forester

7/23/09

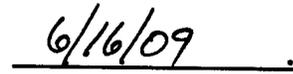
Date

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6. U.S. Fish and Wildlife Service, Region 2
P.O. Box 1306
Albuquerque, NM 87103-1306

A handwritten signature in black ink, appearing to read "Benjamin N. Tuggle", written over a horizontal line.

Dr. Benjamin N. Tuggle, Regional Director

A handwritten date "6/16/09" written in black ink over a horizontal line.

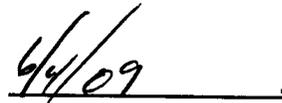
Date

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7. U.S. Fish and Wildlife Service, Region 6
P.O. Box 25486
Denver, CO 80025

A handwritten signature in black ink, appearing to read "Steve Guertin", written over a horizontal line.

Steve Guertin, Regional Director

A handwritten date "6/4/09" written in black ink over a horizontal line.

Date

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8. National Park Service
Intermountain Region
12795 W. Alameda Pkwy.
Denver, CO 80225-0287

Michael D. Snyder

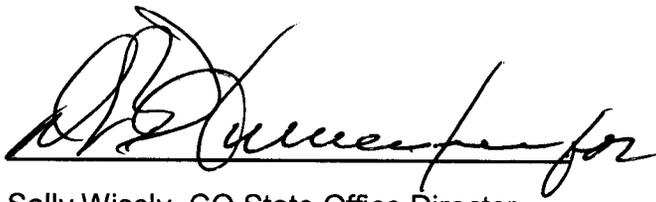
Michael D. Snyder, Regional Director,
Intermountain Region

10/2/09

Date

-Signature Page-

9. Bureau of Land Management
2850 Youngfield Street
Lakewood, CO 80215

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Sally Wisely, CO State Office Director

A handwritten date "6/29/09" written in black ink over a horizontal line.

Date

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10. Bureau of Land Management
1747 Rodeo Road
P.O. Box 27115
Santa Fe, NM 87502-0115



Linda Rundell, NM State Office Director



Date

Signature Page-

11. Mescalero Apache Nation
PO Box 224
Mescalero, NM 88340

Carleton Naiche-Palmer

Dr. Carleton Naiche- Palmer, President

10/01/09.

Date

XII. SUPPORTING ORGANIZATIONS

Colorado Trout Unlimited
1320 Pearl Street, Suite 320
Boulder, CO 80302

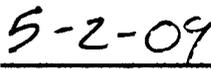
New Mexico Council of Trout Unlimited
P.O. Box 32952
Santa Fe, NM 87594

-Signature Page-

1. Colorado Trout Unlimited
1320 Pearl Street, Suite 320
Boulder, CO 80302


_____.

Ken Neubecker, President


_____.

Date

-Signature Page-

2. New Mexico Council of Trout Unlimited
P.O. Box 32952
Santa Fe, NM 87594



William Schudlich, Chair

10-1-09

Date

XIII. LITERATURE CITED

- Alves, J. E., K. A. Patten, D. E. Brauch, and P. M. Jones. 2008. Range-wide status of Rio Grande cutthroat trout (*Oncorhynchus clarki virginalis*): 2008. Rio Grande Cutthroat Trout Conservation Team Report. Colorado Division of Wildlife, Fort Collins, Colorado.
- Behnke, R. J. 1979. Monograph of the native trouts of the genus *Salmo* of western North America. U.S.D.A. Forest Service, Rocky Mountain Region, Denver, Colorado.
- Behnke, R. J. 1992. Native trout of western North America. American Fisheries Society Monograph 6.
- Behnke, R. J. 2002. Trout and salmon of North America. Free Press, New York.
- Girard, C. 1857. Notice upon the species of the genus *Salmo* of authors observed chiefly in Oregon and California. Proceedings of Academy of Natural Sciences, Philadelphia, 8:217-200.
- Pritchard, V. L. and D. E. Cowley. 2006. Rio Grande cutthroat trout (*Oncorhynchus clarkii virginalis*): a technical conservation assessment. U.S.D.A. Forest Service Rocky Mountain Region, Denver Colorado.
- RGCT Conservation Team. 2003. Conservation agreement for the range-wide preservation and management of the Rio Grande Cutthroat Trout (*Oncorhynchus clarkii virginalis*). Division of Wildlife, Fort Collins, Colorado.
- UDWR. 2000. Genetic considerations associated with cutthroat trout management. Publication Number 00-26. Utah Division of Wildlife Resources. Salt Lake City, Utah. 9 pp.