

RANGEWIDE CONSERVATION AGREEMENT
for the
CONSERVATION AND MANAGEMENT
of
INTERIOR REDBAND TROUT

between

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
IDAHO DEPARTMENT OF FISH AND GAME
MONTANA FISH, WILDLIFE AND PARKS
NEVADA DEPARTMENT OF WILDLIFE
OREGON DEPARTMENT OF FISH AND WILDLIFE
WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
USDA - FOREST SERVICE
USDI - BUREAU OF LAND MANAGEMENT
USDI - FISH AND WILDLIFE SERVICE
BURNS PAIUTE TRIBE
COEUR d'ALENE TRIBE
CONFEDERATED TRIBES OF THE UMATILLA INDIAN
RESERVATION
KOOTENAI TRIBE OF IDAHO
SHOSHONE - BANNOCK TRIBES
TROUT UNLIMITED

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INTRODUCTION AND BACKGROUND

This range-wide conservation agreement (Agreement) has been developed to better define the mission and goals associated with conservation and restoration of Interior Redband Trout¹ within the historical range found in Idaho, Montana, Oregon, Washington, Nevada, and California (Figure 1). This Agreement focuses on the three sub-species of *O. mykiss* populations in basins outside the range of anadromy as shown in Figure 1, either above natural or anthropogenic barriers or contained in interior basins (no ocean outlet). While the Agreement does not specifically exclude the anadromous life history form, the emphasis is on basins containing populations of allopatric non-anadromous fish. Many of these populations are in need of conservation planning efforts since they do not coincidentally benefit from conservation strategies or restoration activities for the anadromous form or other anadromous salmonid species.

This Agreement outlines a process of cooperation, coordination, and data sharing among the parties with management responsibility and/or conservation interests for Interior Redband Trout, their habitats and related aquatic community assemblages. The resource agencies and Indian tribes that are signatory to this Agreement have legal authorities for management of the species and/or its habitat. Participation by these resource agencies and Indian tribes in this Agreement in no way impinges upon or diminishes established and ongoing management authorities and regulatory responsibilities. This Agreement recognizes that many other scientific, conservation, environmental, and non-governmental organizations (e.g., American Fisheries Society, Federation of Fly Fishers, etc.) have an interest in conservation of Interior Redband Trout and their support of this Agreement and the subsequent actions taken is vital to the conservation of Interior Redband Trout. An associated range-wide Interior Redband Trout conservation strategy will serve as a companion document to this Agreement. The range-wide conservation strategy will contain site-specific details relating to conservation actions designed to accomplish the mission and goals in this Agreement.

Implementation of this Agreement will result in enhanced cooperation and coordination of conservation efforts on behalf of Interior Redband Trout. The intended result will be an improved status and an enlarged distribution of the species throughout its range. Through implementation of this Agreement and the associated conservation strategy, Interior Redband Trout will benefit from the collective efforts of those agencies and entities that share a common interest in their conservation.

¹ The acronym, IRBT, is used at times within the signatory pages of this conservation agreement to denote Interior Redband Trout.

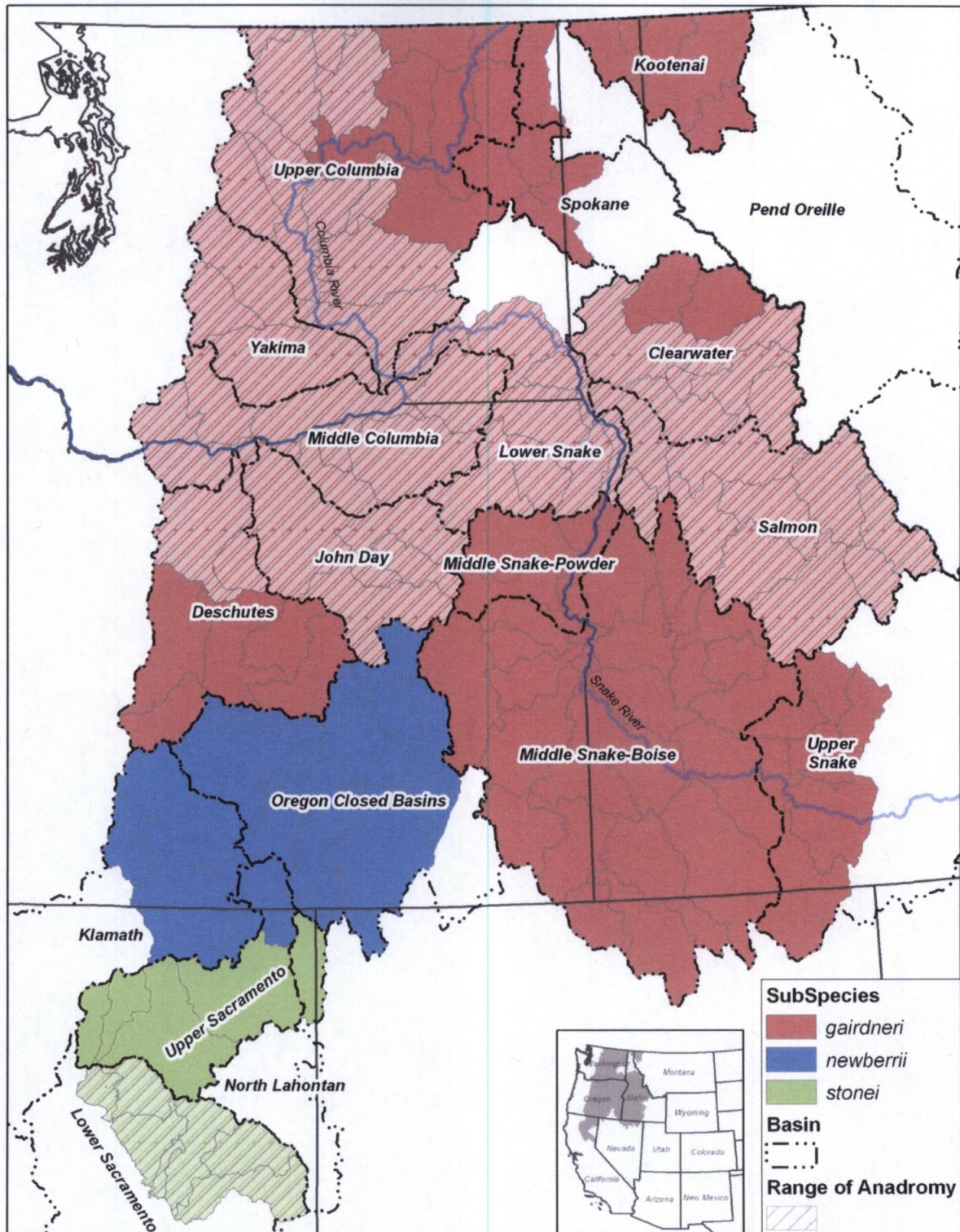


Figure 1. Range-wide distribution of redband trout sub-species in the United States as described in Behnke 1992 and 2002. More recent research by Currans et al (2009) and Pearse et al. (2011) suggest basin level relationships differ from this representation, but they do not describe specific subspecies and their distributions.

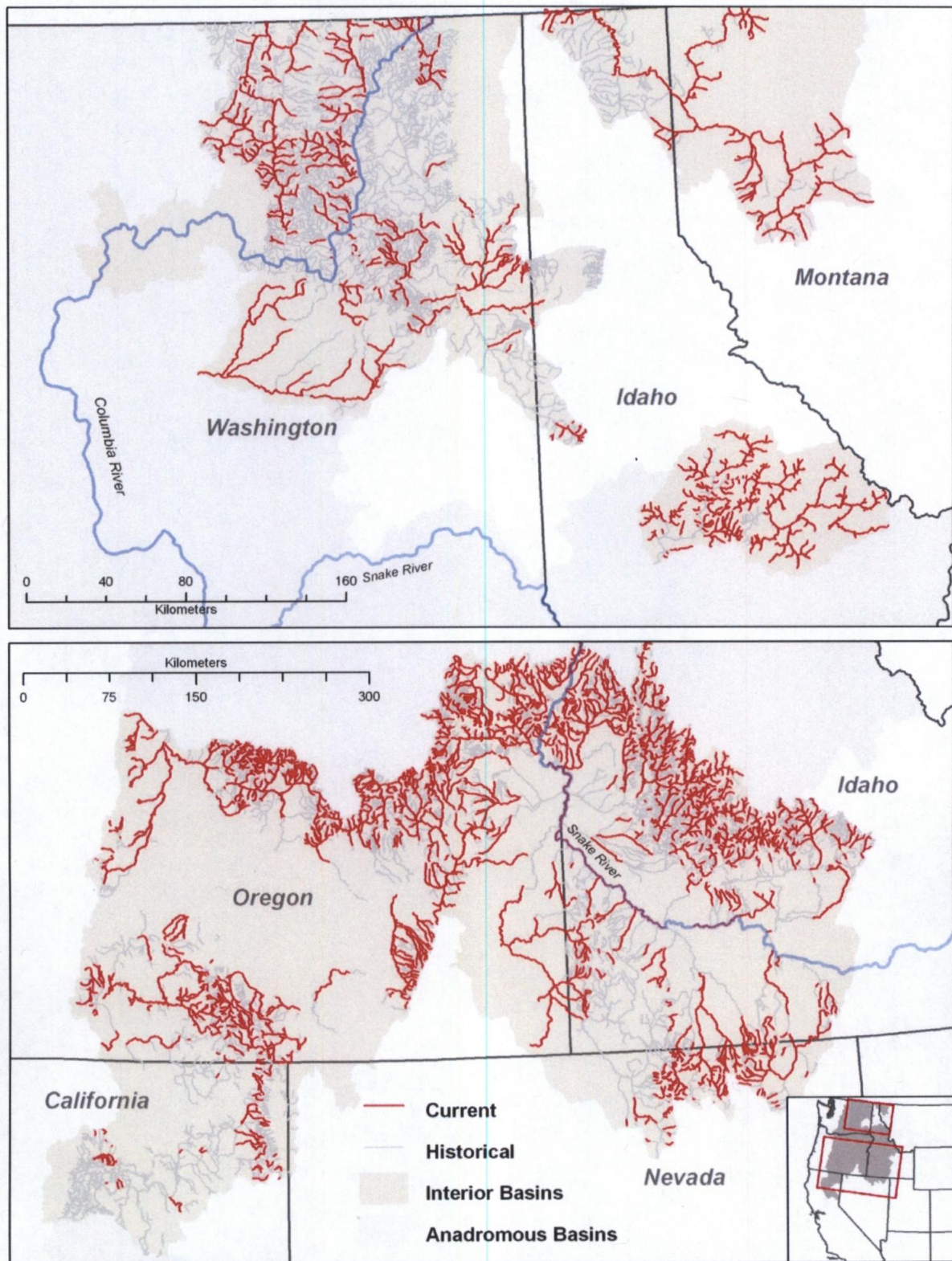


Figure 2. Current and historical distribution of interior redband trout (May et al. 2012, Muhlfeld et al. *In Press*).

AGREEMENT

Pursuant to this Agreement, the parties agree to the following mission statement and shared goals that are designed to improve cooperation and coordination as the range-wide conservation efforts for Interior Redband Trout are implemented.

MISSION STATEMENT

The purpose of this Agreement is to assure the long-term persistence of Interior Redband Trout within their historical range at sustainable levels supporting harvest and cultural use through improved cooperation, coordination, and actions among the agencies, tribal governments, and entities that have legal mandates and/or conservation interests in the status of Interior Redband Trout. The cooperation and coordination will lead to improved information sharing, understanding, and conservation action to meet the needs of Interior Redband Trout.

GOALS

- 1. Identify Interior Redband Trout conservation populations and manage these populations to achieve conservation objectives and provide recreational and subsistence opportunities.**

Action Items:

- 1.1 Continue to identify Interior Redband Trout conservation populations within the historical range. This would include those populations that meet the definition of core conservation populations and other populations that are deemed important to conservation of Interior Redband Trout (see Utah Division of Wildlife Resources et al. 2000).
- 1.2 Maintain population-specific information (e.g., historical, current distribution, associated migration barriers, and expansion potential) that is geo-referenced and easily accessed and updated.
- 1.3 Collect information on an array of population-specific parameters (e.g., fish density, genetics, habitat condition, interaction with other fish, etc.) associated with Interior Redband Trout conservation populations to help direct conservation efforts.
- 1.4 Utilize population inventory information to develop comprehensive population-specific management and maintenance/monitoring programs.
- 1.5 Secure and enhance, where possible, the distribution and abundance of all core and other populations of Interior Redband Trout throughout their historical range.

- 1.6 Evaluate interactions of other biota, including non-native fish with Interior Redband Trout populations and develop population-specific efforts to minimize and/or eliminate adverse inter-specific interactions to Interior Redband Trout populations.
- 1.7 Maintain, protect, and/or improve aquatic and riparian habitat and species assemblages associated with Interior Redband Trout populations through efforts to enhance aquatic habitats, improve ecosystem health, and minimize land use impacts to Interior Redband Trout habitat.
- 1.8 Consider including parameters valuable in the monitoring of climatic change impacts on the status and distribution of Interior Redband Trout throughout their range.

2. Manage Interior Redband Trout conservation populations to preserve genetic integrity.

Action Items:

- 2.1 Collect information on the degree of introgression of Interior Redband Trout populations through time. Use the data to inform restoration and conservation efforts.
- 2.2 Protect the genetic integrity of existing Interior Redband Trout populations from stocking of potentially hybridizing non-native trout. Where not contrary to applicable law or agency policy, protect the genetic integrity of existing Interior Redband Trout populations where necessary and feasible by maintaining or placing barriers that prevent invasion of non-native trout species. Barriers can be used as a tool to protect genetic integrity and prevent invasion of non-native trout species.
- 2.3 Where feasible and necessary, replicate existing conservation populations to secure local, regional and range-wide Interior Redband Trout genetic diversity. Such efforts should concentrate on non-hybridized populations, but where few, if any exist, hybridized populations may be used given reasonable justification and their establishment does not threaten the genetic integrity of non-hybridized populations.
- 2.4 Interior Redband Trout sources (wild and captive) used for introductions, re-introductions or population supplementation should be determined on a regional basis using ecological, life history, and genetic information (e.g., as best described in a genetics management plan). Captive Interior Redband Trout brood sources should contain no evidence of introgression with either coastal rainbow or cutthroat trout, and ideally represent regional Interior Redband Trout genetic diversity. If used for supplementation, brood sources should be derived from the supplemented population, unless additional genetic diversity is

determined necessary (e.g., reduce inbreeding effects). When few, if any, non-hybridized populations remain in a region then hybridized populations may be considered as potential wild donor sources for introductions, re-introductions, and supplementation. In such cases, the rationale for their use must be explicitly presented. Manage captive brood stocks to ensure genetic integrity.

3. Address critical uncertainties in the management and conservation of Interior Redband Trout through research.

Action Items:

- 3.1 Assess the interaction between the resident form of Interior Redband Trout and migratory life history forms (fluvial, adfluvial, and anadromous). This will increase our understanding of resident life history pattern fish, their uniqueness, and their influence upon other life history patterns.
- 3.2 Assess effects of climate change on Interior Redband Trout habitat and populations.
- 3.3 Assess how ecosystem perturbations (e.g., impoundments, blockages and altered hydrographs) affect the expression of life history attributes and inter-specific relationships

4. Expand Interior Redband Trout distribution within the broad boundary of the historical range through expansion of some populations and restoration and/or reintroduction of other populations.

Action Items:

- 4.1 Increase the number of stream and lake conservation populations by restoration and/or reintroduction of Interior Redband Trout within their native range using captive conservation broods or wild donor sources as described in 2.4 and informed by assessments of climate change vulnerability.
- 4.2 Replicate existing conservation populations as a way of increasing the number of populations and overall distribution of Interior Redband Trout.
- 4.3 Use population expansion to increase the amount of occupied habitat and the number of interconnected populations.

5. Expand Interior Redband Trout conservation education and public outreach efforts.

Action Items:

- 5.1 Develop and maintain databases that track Interior Redband Trout status and conservation accomplishment information.
- 5.2 Develop education and outreach tools that can be shared by the signatory parties to the extent appropriate.
- 5.3 Summarize and share existing distribution, genetics, conservation population data, ecosystem restoration, and conservation accomplishment information.
- 5.4 Develop common and consistent formats to allow integrated data summaries and comparisons between and among jurisdictions.

6. Initiate an administrative framework that improves cooperation and coordination between agencies and entities involved in Interior Redband Trout conservation.

Action Items:

- 6.1 Finalize formulation of a range-wide Interior Redband Trout Conservation Team consisting of members representing the agencies, tribes, and other entities that are signatories to this Agreement. The States will assume initial lead for the Interior Redband Trout Conservation Team. Other specific roles and responsibilities within the Interior Redband Trout Conservation Team will be assigned to specific individuals, working groups, or committees associated with the signatory parties and other interested entities. Leadership responsibility and other assigned roles and responsibilities will be re-evaluated periodically.
- 6.2 Under the direction of the Interior Redband Trout Conservation Team leadership, annual coordination meetings will be held at locations convenient to the majority of team members. The scope of Interior Redband Trout Conservation Team meetings will focus on cooperation and coordination as they relate to resolution of common issues, review of accomplishments associated with conservation of Interior Redband Trout, implementation strategies, and other information sharing. These meetings will be open to all who have an interest in Interior Redband Trout conservation.
- 6.3 Meeting minutes and a summary of decisions and assignments will be e-mailed to all Interior Redband Trout Conservation Team members, and other interested entities following the meeting. The meeting minutes will be archived for future reference.

6. 4 Establish geographical management unit (GMU) teams to facilitate more focused conservation planning, implementation, and evaluation. Each GMU team will have a designated leader assigned by the Interior Redband Trout Conservation Team leader.
6. 5 Under the direction of the GMU team leader, annual coordination meetings will be held to discuss conservation planning and implementation, and to evaluate conservation effectiveness. The frequency of Interior Redband Trout database updates will be determined by the Interior Redband Trout Conservation Team and implemented by GMU team members. Following the annual coordination meeting, a summary report will be provided by the GMU team to the Interior Redband Trout Conservation Team leader. GMU team leaders will be the principle contacts for the respective GMUs.
6. 6 This Agreement should be reviewed as part of the annual Interior Redband Trout Conservation Team meetings and recommendations for modification, as necessary, will be discussed and carried forward.

OTHER SPECIES INVOLVED

The primary focus of this Agreement is the conservation and enhancement of Interior Redband Trout and the ecosystems upon which they depend. However, other species occurring within or adjacent to Interior Redband Trout habitat may also benefit from the conservation actions. Some of these species include bull trout, westslope cutthroat trout, whitefish (mountain and pygmy), sculpins (mottled, slimy, shorthead, and torrent), suckers (mountain, bridgelip, largescale, Lost River, shortnose, Warner, Modoc, and longnose), and various minnows and native amphibians. Using an ecosystem approach that improves the structure and function of aquatic systems and watersheds, conservation of Interior Redband Trout may reduce detrimental conditions for several of these species, which could reduce or preclude their need for special attention.

GENERAL AUTHORITIES LINKED TO THIS AGREEMENT

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

All parties to this Agreement recognize that state, federal, and tribal parties 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 respective rights and responsibilities of those parties.

This Agreement in no way restricts the parties involved from participating in similar activities and agreements 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.

On tribal trust lands, the Tribes within the Agreement maintain jurisdictional authority relative to species, habitat, and land use management.

Modification of the scope of this Agreement shall be made by the issuance of a bilaterally executed modification prior to any changes being performed.

Nothing in this Agreement shall obligate any party to expend appropriations or to enter into any contract or other obligation. This is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds among the parties to this Agreement 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 and shall be independently authorized by appropriate statutory authority.

IMPLEMENTATION EMPHASIS

1. Implement a formal process of cooperation, coordination, and data sharing among the parties signatory to this Agreement. Cooperate and coordinate management responsibilities for Interior Redband Trout, their habitats, and related community assemblages to facilitate consistent and effective implementation of conservation actions. To facilitate effective and efficient range-wide conservation of Interior Redband Trout, the broad distributional area will be subdivided into geographical management units consisting of groups of appropriate 4th level hydrologic units (HUCs) arranged geographically with each having a designated team leader.
2. Through annual coordination meetings, review accomplishments associated with conservation of Interior Redband Trout, share information, identify, discuss, and solve common problems related to conservation of Interior Redband Trout, and prioritize common issues that may be addressed under the purview of this Agreement. Develop and maintain shared databases that track status information and conservation accomplishments through time. GMU teams will provide the information needed to update the databases.
3. Develop a range-wide conservation strategy that complements this Agreement by January 2016. Utilize the conservation strategy to provide range-wide specificity on Interior Redband Trout conservation direction from which finer scale conservation plans (i.e., agency level plans, GMU level plans, watershed level plans, population level plans and/or project level plans) can be developed. Support and assist signatory parties in the implementation of

conservation actions designed to protect and conserve Interior Redband Trout consistent within each party's statutory authority and financial constraints.

4. To provide a record of accountability, an annual range-wide progress report will be developed from the information covered in the Interior Redband Trout Conservation Team annual coordination meeting. Details contained in the annual report will include responses from the GMU teams, notes regarding solutions to common issues and concerns, and other details associated with range-wide conservation of Interior Redband Trout. Copies of the report will be made available to cooperators and interested parties upon request. A five year update of Interior Redband Trout status and a summary of conservation efforts will be completed and provided to the signatory agencies and others.

DURATION OF AGREEMENT

The term of this Agreement shall be ten (10) years. Prior to the end of each 10 year period, an analysis of actions implemented for Interior Redband Trout will be conducted by the Work Group under the direction of the Group Leader. Ten years after signing, signatories can extend the agreement of an additional 10 years and subsequent 10 year periods. Any party may withdraw from the agreement on sixty (60) days written notice to the other parties.

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

This Agreement is covered under authorities outlined previously. We anticipate that any survey, collection or non-land disturbing research activities conducted through this Agreement will not entail significant Federal actions under NEPA and will be given a categorical exclusion designation. Actions instituted by State and Tribal authorities under their respective authorities that do not involve the use of federal funds or disturbance of federal lands will not require NEPA review. 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 insure NEPA compliance.

FEDERAL AGENCY COMPLIANCE

During the performance of this Agreement, the parties agree to abide by the terms of Executive Order 11246 on non-discrimination 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 therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

SUPPORTING PARTNERS

Conservation of Interior Redband Trout is also the goal of a number of partners and individuals that are not signatory to this Agreement. These partners and individuals can play a vital role in Interior Redband Trout conservation by supporting the goal, sub-goals and conservation emphasis areas outlined in this Agreement. As specific conservation actions and activities are identified in the range-wide Interior Redband Trout conservation strategy and other planning documents, the supporting partners and individuals may assist in the implementation of the actions to the extent practicable.

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ADDITIONAL SELECTED REDBAND TROUT LITERATURE

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SIGNATORIES TO THE AGREEMENT

This list of signatories includes all who have legal authority and/or conservation interest in Interior Redband Trout and have to date expressed a willingness to be part of the Agreement.

INTERIOR REDBAND TROUT
CONSERVATION AGREEMENT

California Department of Fish and Wildlife

1416 9th Street, 12th Floor,
Sacramento, CA 95814

Legal Authorities and Regulatory Status of California Department of Fish and Wildlife:

The California Department of Fish and Wildlife (CDFW) is governed by the Constitution and laws of the State of California, with general organization and authority set forth under Fish and Game Code Section 700 et seq. The California Fish and Game Commission, established in the state Constitution, has the authority to set regulations for use and take of fish and wildlife. General policies for the conduct of the CDFW are adopted by the California Fish and Game Commission. The CDFW maintains native fish, wildlife, plant species and natural communities for their intrinsic and ecological value and their benefits to people. This includes habitat protection and maintenance in a sufficient amount and quality to ensure the survival of all species and natural communities. The CDFW is also responsible for maintaining opportunity for the diversified use of fish and wildlife including recreational, commercial, scientific and educational uses.

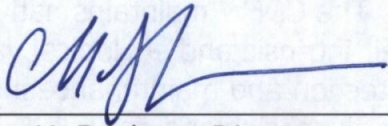
Fish and Game Code Section 703.5 provides state policy guidance to enter into collaborative efforts with other resource agencies such as this Conservation Agreement. Upper McCloud and Goose Lake redband trout are designated State Species of Special Concern and species of greatest conservation need in the California State Wildlife Action Plan.

The CDFW hereby states its intent and commitment to assist with and participate in the implementation of the Interior Redband Trout Conservation Agreement. Specific commitments are as follows:

1. Provide a representative to the Range-wide Interior Redband Trout Conservation Team and a representative to each Interior Redband Trout Geographic Management Unit Team within the State of California to assist with the implementation of this agreement.
2. Conduct, cooperate, or assist in research, monitoring, and enhancement projects of interior redband trout populations and habitats in California and to annually compile and report inventory and monitoring information and provide such information to all participating agencies and parties.
3. Assist in pursuing and acquiring funding for projects that benefit interior redband trout and its habitat in California.

Performance of the above activities is contingent on adequate funds and authority being made available to the CDFW and prioritized and allocated there within. This agreement shall not prohibit the CDFW from engaging in management actions regarding interior redband trout conservation efforts beyond those described in this Agreement. Such management actions should be coordinated with the Interior Redband 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 Interior Redband Trout Conservation Team. The signatory party may withdraw from the Agreement by providing 60 days written notice to the other parties or the Interior Redband Trout Conservation Team may terminate the Agreement by providing 90 days written notification to the other parties.



Charlton H. Bonham, Director
California Department of Fish and Wildlife

4/17/14

Date

INTERIOR REDBAND TROUT
CONSERVATION AGREEMENT

IDAHO DEPARTMENT OF FISH AND GAME

600 South Walnut Street
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Boise, ID 83707-0025

Legal Authorities and Regulatory Status of the State of Idaho: The Department was created under the laws of the State of Idaho to provide for the protection, preservation, perpetuation, and management of fish and wildlife within the State and to provide continued supplies of wildlife for hunting, fishing, and trapping (Idaho Code Section 36-103). The Department implements fishing rules adopted by the Idaho Fish and Game Commission on a triennial basis. Idaho has instituted special restrictive rules to preserve and protect native resident fish across the state, including for interior redband trout. Interior redband trout are a designated Game Fish in the State of Idaho. Interior redband trout are recognized as a species of greatest conservation need in the State of Idaho state wildlife action plan.

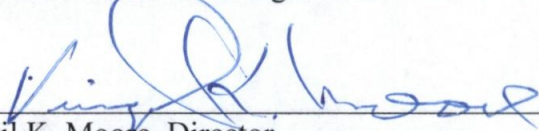
The Idaho Department of Fish and Game (IDFG) hereby states its intent and commitment to assist with and participate in the implementation of the Interior Redband Trout Conservation Agreement. Specific commitments are as follows:

1. Provide a representative to serve on the Interior Redband Trout Conservation Team.
2. Provide a representative for each Interior Redband Trout Geographic Management Unit to the Interior Redband Trout Conservation Team to implement conservation elements.
3. Assume lead responsibility for the inventory, monitoring, reintroductions, and non-native species control projects for interior redband trout populations in the State of Idaho, 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 interior redband trout habitats, and to work cooperatively with private land owners, land developers, and local land use planners in Idaho to avoid, minimize and/or mitigate negative impacts of land development.
5. Implement and enforce specific State statutes and Wildlife Codes (Fish and Game Codes of Idaho) that protect and prohibit the collection and/or importation of threatened, endangered and special concern species, including interior redband trout.
6. Assist in funding projects that benefit interior redband trout and its habitat.

Performance of activities above is contingent on adequate funds being made available and allocated to the IDFG. This agreement shall not prohibit the IDFG from engaging in management actions regarding interior redband trout conservation efforts beyond those described in this Agreement. Such management actions should be coordinated with the Interior Redband 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 Interior Redband Trout Conservation Team. Either the signatory party or the Interior Redband Trout Conservation Team may terminate the Agreement by providing 90 days written notification to the other party.

By signing this document below, the IDFG acknowledges that it is also signing as a party and participant to the whole of the Interior Redband Trout Conservation Plan as contained in the Interior Redband Trout Agreement.



Virgil K. Moore, Director
Idaho Department of Fish and Game

Date 1/31/2014

INTERIOR REDBAND TROUT
CONSERVATION AGREEMENT

Montana Fish, Wildlife and Parks

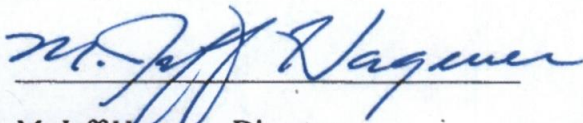
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1420 East Sixth Avenue
Helena, MT 59620

Legal Authorities and Regulatory Status of Montana Fish, Wildlife, and Parks: The Department was created under the laws of the State of Montana to provide for the protection, preservation, management and propagation of fish and wildlife within the State (Mont. Code Ann. § 87-1-201(2)). On a biennial basis, the Department promulgates fishing rules to fulfill its mission to provide continued supplies of wildlife for hunting, fishing, and trapping. Interior redband trout are recognized as a species of greatest conservation need in the State of Montana state wildlife action plan.

Montana Fish, Wildlife & Parks (MFWP) hereby states its intent and commitment to assist with and participate in the implementation of the Interior Redband Trout Conservation Agreement. Specific commitments are as follows:

1. Provide a representative to the Range-wide Interior Redband Trout Conservation Team.
2. To assist in implementation of this Agreement, MFWP will provide a representative to the Interior Redband Trout Geographic Management Unit Team that represents the Montana portion of interior redband trout range.
3. As necessary and resources are available, conduct, cooperate, or assist in research, monitoring, and enhancement projects of interior redband trout populations and habitats in Montana.
4. Compile and report annually to all participating agencies and parties any new information on status, trend, distribution, habitat quality and connectivity, genetics, and limiting factors of Montana populations of interior redband trout and new information on non-indigenous species that may interact negatively with interior redband trout.
5. Per Montana statute (Mont Code Ann. § 87-1-201), and as guided by *Montana's Statewide Fisheries Management Plan (2013 - 2018)*, implement programs and regulations that promote the maintenance and recovery of naturally self-sustaining interior redband trout populations.
7. Assist in acquiring funding for projects that benefit interior redband trout and its habitat in Montana.

Performance of the above activities is contingent on adequate funds being made available to MFWP and prioritized and allocated there within. This agreement shall not prohibit MFWP from engaging in management actions regarding interior redband trout conservation efforts beyond those described in this Agreement. Such management actions should be coordinated with the Interior Redband Trout Conservation Team.


M. Jeff Hagener, Director

1/17/2014
Date

INTERIOR REDBAND TROUT CONSERVATION AGREEMENT

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

Legal Authorities and Regulatory Status of Nevada Department of Wildlife: By authority of Nevada Revised Statutes (NRS) 501.105 and 501.331, NDOW is responsible for administering the policies and regulations necessary for the preservation, protection, management and restoration of Nevada's resident wildlife species. NRS 501.351 provides authority for the Director of NDOW to enter into cooperative agreements for the purpose of the management of wildlife. NRS 503.584-503.589 directs NDOW to cooperate with other states and legal entities to the maximum extent practicable for the conservation, protection, restoration and propagation of species of native fish, wildlife and other fauna that are threatened with extinction. The activities described in this agreement are consistent with the NDOW's mission for the protection, preservation and restoration of the state's wildlife and will be supported to the extent practicable by the Department. The interior redband trout is classified as a Game Fish species in the State of Nevada under Nevada Administrative Code (NAC) 503.060.

Specific commitments are as follows:

1. Provide a representative to the Range-wide Interior Redband Trout Conservation Team.
2. Provide a representative to each Interior Redband Trout Geographic Management Unit Team within the State of Nevada to assist with the implementation of this agreement.
3. Conduct, cooperate, or assist in research, monitoring, and enhancement projects of interior redband trout populations and habitats in Nevada.
4. Compile and report annually to all participating agencies and parties any new information on status, trend, distribution, habitat quality and connectivity, genetics, and limiting factors of Nevada populations of interior redband trout and new information on non-indigenous species that may interact negatively with interior redband trout.
5. Implement the NDOW Redband Trout Species Management Plan for interior redband trout populations and habitats in Nevada and coordinate those activities with the appropriate Interior Redband Trout Geographic Management Unit Teams.
6. Protect interior redband trout populations from over exploitation by enforcing State sport fishing regulations and periodically evaluating the regulations to ensure sufficient protection of interior redband trout stocks.
7. Assist in acquiring funding for projects that benefit interior redband trout and its habitat in Nevada.

Performance of the above activities is contingent on adequate funds being made available to the NDOW and prioritized and allocated there within. This agreement shall not prohibit the NDOW

from engaging in management actions regarding interior redband trout conservation efforts beyond those described in this Agreement. Such management actions should be coordinated with the Interior Redband 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 IRBT Conservation Team. Either the signatory party or the Interior Redband Trout Conservation Team may terminate the Agreement by providing 90 days written notification to the other party.

By signing this document below, the NDOW acknowledges that it is also signing as a party and participant to the whole of the Interior Redband Trout Conservation Plan as contained in the Interior Redband Trout Conservation Agreement.

Tony Wasley

Tony Wasley, Director
Nevada Department of Wildlife

1/29/14

Date

OREGON DEPARTMENT OF FISH AND WILDLIFE

4034 Fairview Industrial Drive SE

Salem, OR 97302

Legal Authorities and Regulatory Status of the State of Oregon: Oregon Revised Statute (ORS) Chapter 496 derives state wildlife policy under which ODFW is given the authority to enter into this voluntary conservation agreement. The applicable statutes, 496.146, 496.138, and 496.162, give the state fish and wildlife commission rulemaking authority, establishes seasons, amounts and manner of taking wildlife, and determines rules, fees and penalties. Furthermore, ODFW's Native Fish Conservation Policy (Oregon Administrative Rule [OAR] 635-007-0502) ensures the conservation and recovery of native fish in Oregon with a focus on natural production. The policy emphasizes avoiding the "serious depletion" of native fish and maintaining native fish "at levels providing ecological and societal benefits" while not unnecessarily constraining societal resource use. This policy is implemented through status assessments and conservation plans for each Species Management Unit (SMU). The Oregon Sensitive Species List (OAR 635-100-040) currently lists Great Basin Redband Trout (*O. mykiss newberrii*) in Catlow Valley, Goose Lake, Warner Lakes and Fort Rock SMUs as "critical", and Inland Columbia Basin Redband Trout (*O. mykiss gairdneri*) and Great Basin Redband Trout in Malheur Lakes, Chewaucan and Upper Klamath Lake SMUs as "vulnerable".

The Oregon Department of Fish and Wildlife (ODFW) hereby states its intent and commitment to assist with and participate in the implementation of the Interior Redband Trout Conservation Agreement. Specific commitments are as follows:

1. Provide a representative to the Range-wide Interior Redband Trout Conservation Team.
2. Provide a representative to each Interior Redband Trout Geographic Management Unit Team within the State of Oregon to assist with the implementation of this agreement.
3. Conduct, cooperate, or assist in research, monitoring, and enhancement projects of interior redband trout populations and habitats in Oregon.
4. Compile and report annually to all participating agencies and parties any new information on status, trend, distribution, habitat quality and connectivity, genetics, and limiting

factors of Oregon populations of interior redband trout and new information on non-indigenous species that may interact negatively with interior redband trout.

5. Implement the ODFW Native Fish Conservation Policy through interior redband trout conservation plans which seek to ensure the serious depletion of this species is avoided, to restore and maintain naturally producing interior redband trout populations and habitats for their ecological and societal benefits, and to foster and sustain opportunities for sport fishing.
6. Protect interior redband trout populations from over fishing by enforcing State sport fishing regulations (Oregon Sport Fishing Regulations) and periodically evaluate regulations to ensure they reflect changes interior redband trout status.
7. Assist in acquiring funding for projects that benefit interior redband trout and its habitat in Oregon.

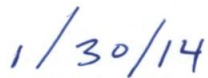
Performance of the above activities is contingent on adequate funds being made available to the ODFW and prioritized and allocated there within. This agreement shall not prohibit the ODFW from engaging in management actions regarding interior redband trout conservation efforts beyond those described in this Agreement. Such management actions should be coordinated with the Interior Redband 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 IRBT Conservation Team. Either the signatory party or the Interior Redband Trout Conservation Team may terminate the Agreement by providing 90 days written notification to the other party.

By signing this document below, the ODFW acknowledges that it is also signing as a party and participant to the whole of the Interior Redband Trout Conservation Plan as contained in the Interior Redband Trout Conservation Agreement.



Curt Melcher, Deputy Director
Oregon Department of Fish and Wildlife



Date

INTERIOR REDBAND TROUT CONSERVATION AGREEMENT

Washington Department of Fish and Wildlife

600 Capital Way North
Olympia WA 98501-1091

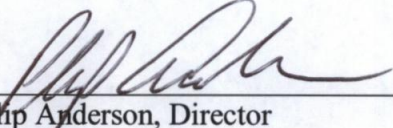
Legal Authorities and Regulatory Status of Washington Department of Fish and Wildlife: The Washington State legislature grants authority to the Washington Department of Fish and Wildlife (Department) under Revised Code of Washington (RCW) Title 77 to manage and regulate fish and wildlife resources in the State of Washington. Under Title 77 authority, the Department hereby states intent and commitment to assist with and participate in the implementation of the Interior Redband Trout Conservation Agreement. Specific commitments are as follows:

1. Provide a representative to the Range-wide Interior Redband Trout Conservation Team.
2. Provide a representative to each Interior Redband Trout Geographic Management Unit Team within the State of Washington to assist with the implementation of this agreement.
3. Conduct, cooperate, or assist in research, monitoring, and enhancement projects of interior redband trout populations and habitats in Washington.
4. Compile and report annually to all participating agencies and parties any new information on status, trend, distribution, habitat quality and connectivity, genetics, and limiting factors of Washington populations of interior redband trout and new information on non-indigenous species that may interact negatively with interior redband trout.
5. House and maintain the interior redband trout assessment database.
6. Protect interior redband trout populations from over exploitation by enforcing State sport fishing regulations and periodically evaluating the regulations to ensure sufficient protection of interior redband trout stocks.
7. Assist in acquiring funding for projects that benefit interior redband trout and its habitat in Washington.

Performance of the above activities is contingent on adequate funds being made available to the Department and prioritized and allocated there within. Additionally, the Department's decision to participate in any enhancement project may be subject to and contingent upon future environmental review. This agreement shall not prohibit the Department from engaging in management actions regarding interior redband trout conservation efforts beyond those described in this Agreement.

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 IRBT Conservation Team. Either the signatory party or the Interior Redband Trout Conservation Team may terminate the Agreement by providing 90 days written notification to the other party.

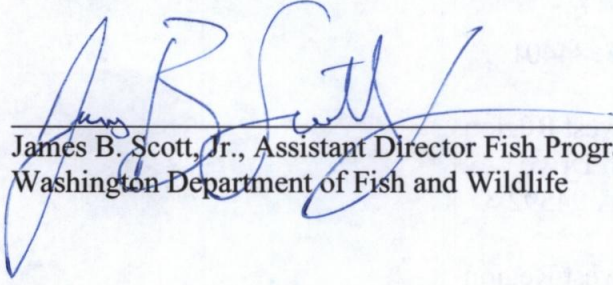
By signing this document below, the Department acknowledges that it is also signing as a party and participant to the whole of the Interior Redband Trout Conservation Plan as contained in the Interior Redband Trout Conservation Agreement.



Philip Anderson, Director
Washington Department of Fish and Wildlife

1/11/14

Date



James B. Scott, Jr., Assistant Director Fish Program
Washington Department of Fish and Wildlife

1/10/14

Date

INTERIOR REDBAND TROUT
CONSERVATION AGREEMENT

USDA FOREST SERVICE

Northern Region
PO Box 7669
Missoula, MT 59807-7669

Intermountain Region
324 25th St.
Ogden, UT 84401

Pacific Southwest Region
1323 Club Drive
Vallejo, CA 94592

Pacific Northwest Region
PO Box 3623
Portland, OR 97208-3623

Legal Authorities and Regulatory Status of the USDA Forest Service: The authority for the USDA Forest Service (USFS) to enter into this voluntary Conservation Agreement comes from the Code of Federal Regulations, the Fish and Wildlife Coordination Act, the National Forest Management Act of 1976 as amended, and the Forest Service Manual. The Code of Federal Regulations 36CFR219.19-20 directs the agency to maintain or restore ecological sustainability and diversity and species viability. The Fish and Wildlife Coordination Act authorizes the Secretary of Agriculture to provide assistance to and cooperate with Federal and State agencies to protect and increase the supply of game animals. The National Forest Management Act requires the agency to provide for diversity of plant and animal communities. The Forest Service Manual provides agency direction requiring the management of ecosystems, fish and wildlife populations, natural community diversity and productivity, and population viability.

The USFS hereby states its intent and commitment to assist with and participate in the implementation of the Interior Redband Trout Conservation Agreement as prepared by the Interior Redband Trout Conservation Team. Specific commitments are as follows:

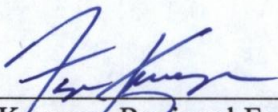
1. Provide a representative to the Interior Redband Trout Conservation Team, including participation in the preparation of an IRBT Conservation Strategy.
2. Advise and assist in implementation of the Conservation Agreement.
3. Lead, cooperate, and assist in habitat restoration, Interior Redband Trout reintroduction, non-indigenous species control, and monitoring projects on USFS lands when and where appropriate.

4. Consider possible impacts of forest management decisions on IRBT and their habitat, and take measures to avoid, minimize and/or mitigate such impacts whenever possible within constraints of USFS policy and regulations. Ensure that activities do not cause IRBT populations to trend toward federal listing.
5. Assist in maintaining instream flows for IRBT and obtaining land in watersheds that provide IRBT habitat within the proclaimed National Forest Boundary.

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

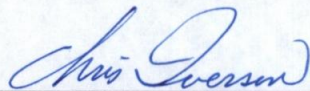
This Agreement shall become effective on the date of signature by the participating party, and shall remain in effect until the signatory party chooses to withdraw from the Agreement in part or in whole, or the Agreement is terminated by consent of the Interior Redband Trout Conservation Team. Either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

By signing this document below, the USFS acknowledges that it is also signing as a party and participant to the whole of the IRBT Conservation Plan as contained in the IRBT Agreement and Strategy.



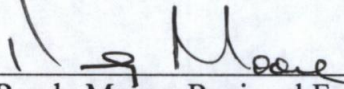
Faye Krueger, Regional Forester
USDA Forest Service, Northern Region

Jan. 21, 2014
Date



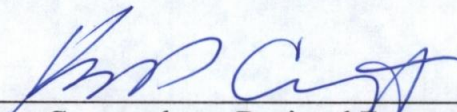
(For) Nora Rasure, Regional Forester
USDA Forest Service, Intermountain Region

1/27/2014
Date



Randy Moore, Regional Forester
USDA Forest Service, Pacific Southwest Region

2/14/14
Date



Kent Connaughton, Regional Forester
USDA Forest Service, Pacific Northwest Region

3/13/14
Date

**INTERIOR REDBAND TROUT
CONSERVATION AGREEMENT**

**US DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

California State Office
2800 Cottage Way, Suite W-1623
Sacramento, CA 95825

Idaho State Office
1387 S. Vinnell Way
Boise, ID 83709

Nevada State Office
1340 Financial Blvd.
Reno, NV 89502

Oregon/Washington State Office
1220 S.W. 3rd Avenue
Portland, OR 97204

Legal Authorities and Regulatory Status of the Bureau of Land Management (BLM):

The authority for the BLM to enter into this voluntary Conservation Agreement derives from the Endangered Species Act of 1973, as amended; the Federal Land Management and Policy Act, as amended; BLM Manual 6840 – Special Status Species Management; and Department of the Interior Departmental Manual, Part 632, Chapter 1.

The BLM hereby states its intent and commitment to assist with and participate in the implementation of the Interior Redband Trout (IRBT) Conservation Agreement, to the extent practical, as prepared by the IRBT Conservation Team. Specific commitments are as follows:

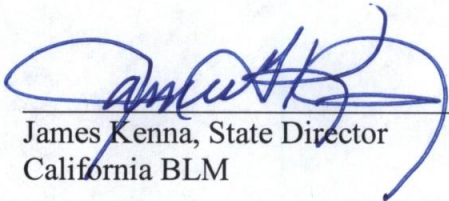
1. Provide a representative to the IRBT Conservation Team.
2. Advise and assist in implementation of the Conservation Agreement.
3. Cooperate and assist in habitat restoration, IRBT reintroduction, non-indigenous species control, and monitoring projects on BLM-managed lands.
4. Consider possible impacts of management decisions on IRBT and their habitat and take measures to avoid, minimize, and/or mitigate such impacts whenever possible within constraints of BLM policy and regulations. Where IRBT are listed as a sensitive species by the BLM, the BLM Manual 6840 - Special Status Species Management requires that they be evaluated in respective National Environmental Policy Act documents to ensure that the actions do not contribute to loss of viability of sensitive species and ensure that activities do not cause these species to move toward Federal listing.

5. Assist in maintaining instream flows for IRBT and obtaining land within IRBT habitat within BLM District Office Boundaries where appropriate.
6. Assist in funding restoration projects on BLM-managed lands where appropriate.

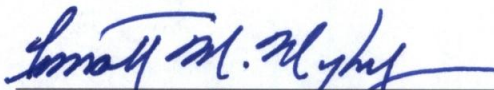
Performance of the activities listed above is contingent on adequate funds being made available and allocated to the BLM. This agreement shall not prohibit the BLM from engaging in management actions regarding IRBT conservation efforts beyond those described in this Agreement and Strategy. Such management actions should be coordinated with the IRBT 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 IRBT Conservation Team. Either the signatory party or the IRBT Conservation Team may terminate the Agreement by providing 60 days written notification to the other party.

By signing this document below, the BLM acknowledges that it is also signing as a party and participant to the whole of the IRBT Conservation Plan as contained in the IRBT Agreement and Strategy.


James Kenna, State Director
California BLM

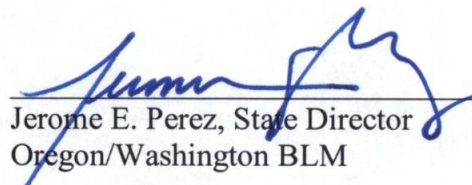
May 21, 2014
Date


Timothy M. Murphy, Acting State Director
Idaho BLM

May 5, 2014
Date


Amy Lueders, State Director
Nevada BLM

5/9/14
Date


Jerome E. Perez, State Director
Oregon/Washington BLM

April 16, 2014.
Date

INTERIOR REDBAND TROUT
CONSERVATION AGREEMENT

U.S. Fish and Wildlife Service, Region 1
911 NE 11th Avenue
Portland, OR 97232

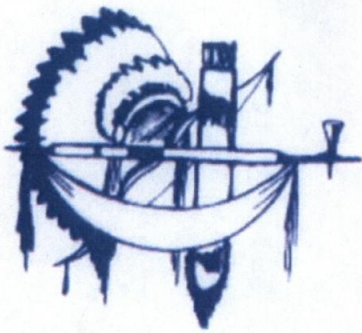
U.S. Fish and Wildlife Service, Region 6
P.O. Box 25486
Denver, CO 80025
(303) 236-7920

U.S. Fish and Wildlife Service, Region 8
2800 Cottage Way, Room W-2606
Sacramento, CA 95825

Legal Authorities and Regulatory Status of U.S. Fish and Wildlife Service: The authority for the U.S. Fish and Wildlife Service (USFWS) to enter into this voluntary Conservation Agreement derives from the Endangered Species Act of 1973, as amended; the Fish and Wildlife Act of 1956, as amended; and the Fish and Wildlife Coordination Act, as amended.

Robyn Thorson
Robyn Thorson
Regional Director, Region 1, and on behalf of Regions 6 and 8

July 8, 2014
Date



Burns Paiute Tribe

Office of the Tribal Council

100 Pasigo St

Burns, OR 97720

Phone (541)573-1910

Fax (541)573-2012

Rangewide Conservation Agreement for the Conservation and Management of Interior Redband Trout, Great Basin Redband Trout, and McCloud River Redband Trout

BURNS PAIUTE TRIBE

Burns Paiute Tribal Council

RESOLUTION 2014-03

WHEREAS, the Burns Paiute Tribe ("Tribe") is a federally recognized Indian Tribe pursuant to the Indian Reorganization Act of June 18, 1934 (48 Stat. 984); and

WHEREAS, the Burns Paiute Tribal Council ("Council") is the elected governing body of the Burns Paiute Tribe and is authorized to act on behalf of the Tribe pursuant to Article VI of the Tribe's Constitution, as approved and adopted on February 19, 1988 and approved by the Secretary of the Interior on June 3, 1988 (the "Constitution"); and

WHEREAS, The Council is authorized to act on behalf of the Tribe pursuant to Article VI of the Constitution; and

WHEREAS, the Council recognizes the importance of redband trout as a traditional food and cultural resource that is in decline from historic abundance and distribution, and

WHEREAS, the Council recognizes the need and opportunity for broader conservation collaboration and action for redband trout and its habitat, and

WHEREAS, the Council has as part of its goal to restore, protect, expand and reestablish fish populations to sustainable levels to provide harvest opportunities, and

WHEREAS, the U.S. Fish and Wildlife Service in collaboration with other agencies and working through the Western Native Trout Initiative has developed an interagency, range-wide conservation agreement (Agreement) to better define the mission and goals associated with conservation and restoration of interior redband trout; and

WHEREAS, the Agreement outlines a process of cooperation, coordination and data sharing among the signatories, and

WHEREAS, the Council has reviewed the Conservation Agreement and foresees a benefit from participation that is not binding on any party.

NOW, THEREFORE, BE IT RESOLVED that the Council hereby approves the Interior Redband Trout Conservation Agreement; and

BE IT FURTHER RESOLVED that the Council Chairman or designee is authorized to sign the Conservation Agreement on behalf of the Tribe.

CERTIFICATION

We the undersigned Chairperson and Secretary of the Burns Paiute Tribal Council, hereby certify that the Tribal Council is composed of seven (7) members, of whom five (5) constitute a quorum, were present at a meeting thereof duly and regularly called, noticed, convened, and held on this 24th day of February 2014, and that the foregoing Resolution was adopted by affirmative vote of 5 members, with 0 opposing, and 0 abstaining. The Chairperson's vote is not required except in the case of a tie.

Charlotte Rodriguez

Tribal Council Chairperson
Burns Paiute Tribal Council

February 24, 2014

Date

Chamson Sene

Tribal Council Secretary
Burns Paiute Tribal Council

24 February 2014

Date

**NATURAL RESOURCES DEPARTMENT
FISHERIES PROGRAM
REDBAND TROUT CONSERVATION AGREEMENT**

CDA RESOLUTION 012 (2014)

WHEREAS, the Coeur d'Alene Tribal Council has been empowered to act for and on behalf of the Coeur d'Alene Tribe pursuant to the revised Constitution and Bylaws, adopted by the Coeur d'Alene Tribe by referendum November 10, 1984, and approved by the Secretary of the Interior, Bureau of Indian Affairs, December 21, 1984; and

WHEREAS, the Coeur d'Alene Tribal Fisheries Program, as part of the Natural Resources Department, has the mission to restore, protect, expand and reestablish fish populations to sustainable levels to provide harvest opportunities; and

WHEREAS, the Coeur d'Alene Tribal Council has directed the Natural Resources Department to develop cooperative agreements to accomplish the Program mission; and

WHEREAS, the Coeur d'Alene Tribe Fisheries Program has been implementing management actions to support recovery of native redband trout populations in the Hangman Creek watershed as part of a project funded by the Bonneville Power Administration since 2001; and

WHEREAS, the Western Native Trout Initiative has worked through an interagency effort to draft a range-wide conservation agreement (Agreement) to better define the mission and goals associated with conservation and restoration of interior redband trout; and

WHEREAS, the Agreement outlines a process of cooperation, coordination and data sharing among the signatories that is consistent with the Fisheries Program goals and objectives; and

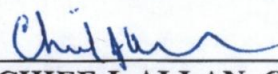
WHEREAS, the Natural Resources Committee has reviewed the conservation agreement during a October 1, 2013 meeting and recommended that said agreement be presented to the Coeur d'Alene Tribal Council for signature; and

NOW, THEREFORE, BE IT RESOLVED, That the Coeur d'Alene Tribal Council hereby approves the Fisheries Program to state its intent and commitment to assist with and participate in the implementation of the Interior Redband Trout Conservation Agreement; and

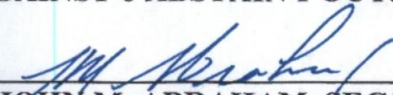
BE IT FURTHER RESOLVED, That the Coeur d'Alene Tribal Chairman or his designee is authorized to sign any documents related to this request on behalf of the Coeur d'Alene Tribe.

CERTIFICATION

The foregoing resolution was adopted at a meeting of the Coeur d'Alene Tribal Council held at the Tribal Administrative Building, 850 A Street, Plummer, Idaho, on December 9th, 2013, with the required quorum present by a vote of 5 FOR 0 AGAINST 0 ABSTAIN 1 OUT.



**CHIEF J. ALLAN, CHAIRMAN
COEUR D'ALENE TRIBAL COUNCIL**



**JOHN M. ABRAHAM, SEC/TREASURER
COEUR D'ALENE TRIBAL COUNCIL**

INTERIOR REDBAND TROUT CONSERVATION AGREEMENT

Coeur d'Alene Tribe

850 A Street

Plummer, Idaho 83851

Legal Authorities and Regulatory Status of the Coeur d'Alene Tribe: The Coeur d'Alene Tribe is a federally recognized Indian tribe with jurisdictional and sovereign authority over their lands. The Coeur d'Alene Tribe and its members have exclusive jurisdiction and rights to hunt and fish and to regulate the hunting and fishing by others in the total area originally enclosed in the Reservation proclaimed by the President of the United States in 1873. The Tribe did not cede and still preserves its rights and of its members to hunt and fish without state regulation. All wildlife, including all wild animals, wild birds, and fish, within the Coeur d'Alene Reservation and other areas over which the Tribe exercises authority are the exclusive property of the Coeur d'Alene Tribe. The Tribe reserved the right of its members to hunt, fish and trap in all aboriginal lands ceded by the Tribe in the 1887 Agreement with the United States. The Tribe manages Treaty resources through the Coeur d'Alene Tribe Natural Resources Department and Lake Management Department with oversight and direction provided by the Coeur d'Alene Tribal Council.

Interior redband trout are a species of special concern to the Coeur d'Alene Tribe as a resource and a culturally significant fish species. Interior redband trout are also a focal species in the Coeur d'Alene Tribe's ecosystem restoration program implemented by the Coeur d'Alene Tribe's Natural Resources Department.

The Coeur d'Alene Tribe hereby states its intent and commitment to assist with and participate in the implementation of the Interior Redband Trout Conservation Agreement. Specific commitments are as follows:

1. Provide a representative to serve on the Interior Redband Trout Conservation Team.
2. Provide a representative to serve on the Upper Columbia Geographical Management Unit to assist with the implementation of this agreement.

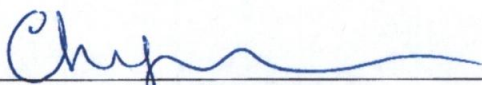
Performance of activities above is contingent on adequate funds being made available and allocated to the Coeur d'Alene Tribe's Natural Resources Department for such purposes. This agreement shall not prohibit the Coeur d'Alene Tribe from engaging in management actions regarding interior redband trout conservation efforts beyond those described in this Agreement. Such management actions should be coordinated with the Interior Redband Trout Conservation Team. Nothing herein shall be construed as diminishing, impairing, or modifying any Treaty or other federally reserved rights of the Coeur d'Alene Tribe or modify the federal trust responsibility to the Coeur d'Alene Tribe in any fashion.

This agreement shall not prohibit, interfere with, nor modify the planning procedures, protocols, methods, and data collection activities that the Coeur d'Alene Tribe's Natural Resources Department has developed to implement restoration actions that will recover interior redband trout populations and their habitats. Likewise, this agreement shall not prohibit, interfere with,

nor modify the planning procedures, protocols, methods, and data collection activities that the Coeur d'Alene Tribe's Natural Resources Department has developed to monitor (1) the status and trend of interior redband trout populations and their habitats; and (2) the response of interior redband trout populations and their habitats to implemented restoration actions. Furthermore, any data collected by the Coeur d'Alene Tribe's Natural Resources Department that summarize that status and trends of interior redband trout and their habitats and that is to be incorporated into shared regional databases shall not be published, or made available to the public, without the written consent of the Coeur d'Alene Tribe.

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 Interior Redband Trout Conservation Team. Either the signatory party or the Interior Redband Trout Conservation Team may terminate the Agreement by providing 90 days written notification to the other party.

By signing this document below, the Coeur d'Alene Tribe acknowledges that it is also signing as a party and participant to the whole of the Interior Redband Trout Conservation Plan as contained in the Interior Redband Trout Agreement.



Chief J. Allan, Chairman
Coeur d'Alene Tribe

12-19-17

Date



INTERIOR REDBAND TROUT CONSERVATION AGREEMENT

Confederated Tribes of the Umatilla Indian Reservation
46411 Timine Way
Pendleton, Oregon 97801

Legal Authorities and Regulatory Status of the Umatilla Tribe: Under its Treaty of June 9, 1855, 12 Stat. 945, the Confederated Tribes of the Umatilla Indian Reservation ("Umatilla Tribe" or "Tribe") reserved for itself and its members the right to take fish at all "usual and accustomed stations." Pursuant to the Treaty, members of the Umatilla Tribe have exercised and do exercise off-reservation treaty rights at all of their usual and accustomed fishing places on the Columbia River and its tributaries. Tribal members fish for subsistence, ceremonial and commercial purposes since time immemorial. The Supreme Court of the United States has repeatedly recognized the significance of the treaty right to fish at usual and accustomed places, holding that the right is "not much less necessary to the existence of the Indians than the atmosphere they breathed." *Washington v. Washington State Comm'l Pass. Fishing Vessel*, 443 U.S. 658, 680, 99 S.Ct. 3055, 3071-3072 (1978), quoting *United States v. Winans*, 198 U.S. 371, 380 (1905).

Interior redband trout are a species of concern to the Umatilla Tribe and a significant fish species. The Umatilla Tribe hereby states its intent and commitment to assist with and participate in the implementation of the IRBT Conservation Agreement. Specific commitments are as follows:

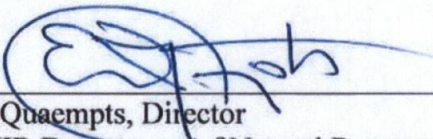
- (1) Provide a representative to serve on the Interior Redband Trout Conservation Team.
- (2) Provide a representative to serve on the Geographical Management Units (GMU) specific to CTUIR ceded lands and usual and accustomed fishing places in northeast Oregon and southeast Washington.

Performance of activities above is contingent on adequate funds being made available and allocated to the Umatilla Tribe Department of Natural Resources for such purposes. This agreement shall not prohibit the Umatilla Tribe from engaging in management actions regarding interior redband trout conservation efforts beyond those described in this Agreement. Such management actions should be coordinated with the Interior Redband Trout Conservation Team. Nothing herein shall be construed as diminishing, impairing or modifying any Treaty or other federally reserved rights of the Umatilla Tribe or modify the federal trust responsibility to the Tribe in any fashion.

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 Interior Redband Trout

Conservation Team. Either the signatory party or the Interior Redband Trout Conservation Team may terminate the Agreement by providing 90 days written notification to the other party.

By signing this document below, the Umatilla Tribe acknowledges that it is also signing as a party and participant to the whole of the Interior Redband Trout Conservation Plan as contained in the Interior Redband Trout Agreement.


Eric Quaempts, Director
CTUIR Department of Natural Resources

6.5.14
Date

INTERIOR REDBAND TROUT
CONSERVATION AGREEMENT

ORIGINAL

Kootenai Tribe of Idaho
PO Box 1269
Bonners Ferry, Idaho 83805

Legal Authorities and Regulatory Status of the Kootenai Tribe of Idaho: The Kootenai Tribe of Idaho is a federally recognized Indian tribe organized under the Kootenai Constitution enacted by the Kootenai citizens in 1947 and approved by the United States. The Kootenai Tribe possesses reserved hunting, fishing and gathering rights through the Treaty of Hellgate of 1855. The Tribe co-manages Treaty resources within Kootenai Territory through the Kootenai Tribe Fish and Wildlife Department with oversight and direction provided by the Kootenai Tribal Council.

Interior redband trout are a species of special concern to the Kootenai Tribe as a Treaty resource and a culturally significant fish species. Interior redband trout are also a focal species in the Tribe's ecosystem restoration program implemented by the Kootenai Fish and Wildlife Department.

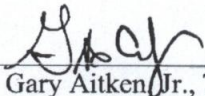
The Kootenai Tribe of Idaho hereby states its intent and commitment to assist with and participate in the implementation of the IRBT Conservation Agreement. Specific commitments are as follows:

- (1) Provide a representative to serve on the Interior Redband Trout Conservation Team.
- (2) Provide a representative to serve on the Kootenai River Basin Geographical Management Unit (GMU).

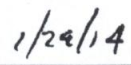
Performance of activities above is contingent on adequate funds being made available and allocated to the Kootenai Tribe Fish and Wildlife Department for such purposes. This agreement shall not prohibit the Kootenai Tribe from engaging in management actions regarding interior redband trout conservation efforts beyond those described in this Agreement. Such management actions should be coordinated with the Interior Redband Trout Conservation Team. Nothing herein shall be construed as diminishing, impairing or modifying any Treaty or other federally reserved rights of the Kootenai Tribe of Idaho or modify the federal trust responsibility to the Tribe in any fashion.

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 Interior Redband Trout Conservation Team. Either the signatory party or the Interior Redband Trout Conservation Team may terminate the Agreement by providing 90 days written notification to the other party.

By signing this document below, the Kootenai Tribe of Idaho acknowledges that it is also signing as a party and participant to the whole of the Interior Redband Trout Conservation Plan as contained in the Interior Redband Trout Agreement.



Gary Aitken Jr., Tribal Council Chairman
Kootenai Tribe of Idaho



Date

RESOLUTION

WHEREAS, the Fort Hall Business Council has been empowered to act on behalf of the Shoshone-Bannock Tribes (Tribes) pursuant to the Constitution and Bylaws to protect rights reserved by the Fort Bridger Treaty and any inherent rights; and

WHEREAS, the Tribes recognize the importance of redband trout as a traditional food and cultural resource that is in decline from historic abundance and distribution; and

WHEREAS, the Tribes recognize the need and opportunity for broader conservation collaboration and action for redband trout and its habitat; and

WHEREAS, the Tribes have a stated policy to protect, preserve and enhance resources of the Snake River basin and to restore those component resources associated with a riverine ecosystem; and

WHEREAS, the U.S. Fish and Wildlife Service in collaboration with other agencies and working through the Western Native Trout Initiative has developed an interagency, range-wide conservation agreement (Agreement) to better define the mission and goals associated with conservation and restoration of interior redband trout; and

WHEREAS, the Agreement outlines a process of cooperation, coordination and data sharing among the signatories; and

WHEREAS, the Agreement does not require any affirmative action or payment from or on behalf of the Shoshone-Bannock Tribes; and

WHEREAS, the Tribes' Fish and Wildlife Department will participate as needed under the Agreement to track progress on redband trout restoration across its historic range; and

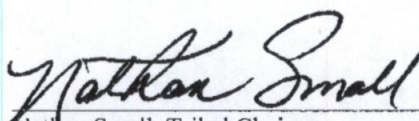
WHEREAS, the Fort Hall Business Council has reviewed the Conservation Agreement and foresees a benefit from participation that is not binding on any party;

NOW, THEREFORE, BE IT RESOLVED BY THE BUSINESS COUNCIL OF THE SHOSHONE-BANNOCK TRIBES, that the Interior Redband Trout Conservation Agreement is hereby approved; and

BE IT FURTHER RESOLVED, that the Tribal Chairman or his designee is authorized to sign the Conservation Agreement on behalf of the Shoshone-Bannock Tribes.

Authority for the foregoing resolution is found in the Indian Reorganization Act of June 18, 1934 (48 Stat., 984) as amended, and under Article VI, Section 1 (a, g, r) of the Constitution and Bylaws of the Shoshone-Bannock Tribes of the Fort Hall Indian Reservation of Idaho.

Dated this 1st day of July 2014

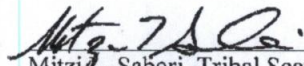

Nathan Small, Tribal Chairman
Fort Hall Business Council

SEAL

CTRT-2014-0912

CERTIFICATION

I HEREBY CERTIFY, that the foregoing resolution was passed while a quorum of the Business Council was present by a vote of 5 in favor, 1 absent (BJE), and 1 not voting (NS) on the date this bears.



Mitzi L. Sabori, Tribal Secretary
Fort Hall Business Council

INTERIOR REDBAND TROUT
CONSERVATION AGREEMENT

Trout Unlimited, Inc.
1300 N. 17th Street
Suite 500
Arlington, Virginia 22209-2404

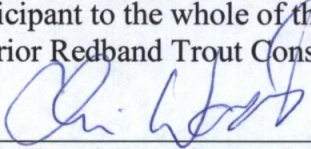
Trout Unlimited (TU) is North America's largest conservation organization dedicated to the conservation, protection, and restoration of coldwater fish and their habitats. Each year our professional staff and 154,000 members across the country spend thousands of hours and millions of dollars on habitat protection, restoration, education and outreach projects to benefit trout and salmon and the aquatic habitats on which they depend.

TU hereby states its intent and commitment to assist with and participate in the implementation of the Interior Redband Trout Conservation Agreement as prepared by the Interior Redband Trout Conservation Team. Specific commitments are as follows:

1. Provide a representative to the Interior Redband Trout Conservation Team.
2. Advise and assist in implementation of the Conservation Agreement.
3. Conduct, cooperate, or assist in research, assessment, outreach and education, monitoring, and enhancement projects that benefit interior redband trout populations and habitats.
4. Assist in funding projects that benefit interior redband trout populations and habitats.

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 Interior Redband Trout Conservation Team. Either the signatory party or the Interior Redband Trout Conservation Team may terminate the Agreement by providing 90 days written notification to the other party.

By signing this document below, TU acknowledges that it is also signing as a party and participant to the whole of the Interior Redband Trout Conservation Plan as contained in the Interior Redband Trout Conservation Agreement.



Chris Wood, President and CEO
Trout Unlimited, Inc.

1/30/14
Date