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2
3 **LOWER COLORADO RIVER**
4 **MULTI-SPECIES CONSERVATION PROGRAM**

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6 **AGREEMENT**

7
8 BETWEEN THE

9 UNITED STATES
10 DEPARTMENT OF THE INTERIOR

11
12 AND THE

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14 LOWER COLORADO RIVER
15 MULTI-SPECIES CONSERVATION PROGRAM
16 STEERING COMMITTEE
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LOWER COLORADO RIVER MULTI-SPECIES CONSERVATION PROGRAM AGREEMENT

1. PARTIES

This Agreement is made as of this 26th day of June 1996, between the United States Department of the Interior ("Department") and the Lower Colorado River Multi-Species Conservation Program Steering Committee ("Steering Committee"). These entities are referred to herein singly as "Party" and collectively as the "Parties."

2. EXPLANATORY RECITALS

2.1 Representatives of the Department and of water, power and wildlife interests of the three Lower Colorado River Basin States of Arizona, California and Nevada desire to develop a Lower Colorado River Multi-Species Conservation Program ("Program"), and for that purpose, on August 2, 1995, they entered into that certain "Memorandum of Agreement for Development of a Lower Colorado River Species Conservation Program", as clarified by that certain "Memorandum of Clarification" (now circulating for signature), and established the Steering Committee.

2.2 The Program is a cooperative effort between federal and nonfederal entities whose purpose is to:

2.2.1 conserve habitat and work toward the recovery of "included species" within the 100-year floodplain of the Lower Colorado River, pursuant to the Endangered Species Act ("ESA"), and attempt to reduce the likelihood of additional species listings under the ESA; and

2.2.2 accommodate current water diversions and power production and optimize opportunities for future water and power development, to the extent consistent with law.

2.3 This cooperative effort requires, subject to appropriation, a sharing of the costs of developing the Program and implementing certain interim conservation measures during fiscal years 1996 through 1999 between the Parties, with each Party paying 50 percent of the

1 costs. The Department of the Interior shall expend only non-reimbursable funds for the
2 Program.

3 2.4 By this Agreement, the Parties desire to establish funding commitments
4 and arrangements and provide for certain other actions in support of the Program during those
5 fiscal years.

6 IN CONSIDERATION of the above recitals and the mutual covenants herein contained,
7 the Parties hereto agree as follows:

8 **3. EFFECTIVE DATE**

9 This Agreement shall become effective on the effective date of an agreement,
10 approved by the respective governing authorities of, and entered into on or before September
11 30, 1996, among, the entities representing the states of Arizona, California, and Nevada, by
12 which those states agree to collectively fund 50 percent of the costs of developing the Program
13 and implementing certain interim conservation measures during fiscal years 1996 through 1999,
14 and to otherwise carry out the applicable provisions and purposes of this Agreement.

15 **4. COST-SHARING FOR FISCAL YEAR 1996**

16 4.1 For fiscal year 1996, the Bureau of Reclamation ("Reclamation") shall
17 reserve for the Program 300 thousand dollars (\$300,000) for endangered species conservation
18 activities to be disbursed for the following specific purposes as follows:

19 4.1.1 Two-hundred thousand dollars (\$200,000) for the development of
20 the Program, if the nonfederal entities provide a 2:1 match of 400 thousand dollars (\$400,000).

21 4.1.2 One-hundred thousand dollars (\$100,000) for interim conservation
22 measures that support the purposes of the Program.

23 4.2 For fiscal year 1996, the Fish and Wildlife Service shall reserve 100
24 thousand dollars (\$100,000) for certain interim conservation measures that support the purposes
25 of the Program.

4.3 This combined federal and nonfederal funding of 800 thousand dollars
(\$800,000) for fiscal year 1996 will initiate the first year of work under the Program. The
federal share of such funding is non-reimbursable.

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1 5. **COST-SHARING FOR SUBSEQUENT FISCAL YEARS**

2 5.1 The Parties are committed, through federal and nonfederal processes, to
3 seek their respective shares of funding for the Program in future years, subject to appropriations,
4 with a goal of providing at least \$4.5 million in the aggregate for Program development and
5 interim conservation measures. To this end, in addition to the other specific actions described
6 in this Agreement, each Party shall take all lawful steps necessary to seek additional funding
7 to be made available to the Program in subsequent fiscal years. The Department of the Interior
8 shall seek only non-reimbursable funding for the Program in subsequent fiscal years.

9 5.2 The Parties shall support within the Administration Reclamation's fiscal
10 year 1997 budget request in the Lower Colorado Endangered Species Conservation and
11 Recovery budget line item in the amount of \$2.9 million, including reservation of at least
12 \$600,000 for its Endangered Species Conservation activities in support of the Program.

13 5.3 The Parties shall work cooperatively to develop an appropriate
14 arrangement for the management of funds committed pursuant to this Agreement.

15 5.4 On or before September 30, 1996, and thereafter as necessary, the relevant
16 bureaus and services of the Department shall enter into any agreements required to carry out
17 the provisions and purposes of this Agreement.
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1 IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed
2 on the day and year first above written.

3 UNITED STATES DEPARTMENT OF THE INTERIOR

4
5 By: Patricia J. Beneke
6 Patricia J. Beneke
7 Assistant Secretary for Water and Science

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9 By: John G. Rogers
10 acting on behalf of:
11 John G. Rogers, Acting Director
Fish and Wildlife Service

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13 LOWER COLORADO RIVER
14 MULTI-SPECIES CONSERVATION PROGRAM
15 STEERING COMMITTEE

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17 By: Gerald R. Zimmerman
18 Gerald R. Zimmerman
19 Chairman
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