

MEMORANDUM OF UNDERSTANDING

among the
GEORGIA DEPARTMENT OF NATURAL RESOURCES

and the
NORTH CAROLINA WILDLIFE RESOURCES COMMISSION

and the
SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES

and the
GEORGIA POWER COMPANY

and
DUKE ENERGY

and the
DUKE ENERGY PROGRESS

and the
SOUTH CAROLINA ELECTRIC & GAS COMPANY

and the
GEORGIA WILDLIFE FEDERATION

and the
U.S. GEOLOGICAL SURVEY

and the
U.S. FISH AND WILDLIFE SERVICE

and the
U.S. FOREST SERVICE

and the
SOUTH CAROLINA AQUARIUM

I. Authority

This Memorandum of Understanding (MOU) among the Georgia Department of Natural Resources, the North Carolina Wildlife Resources Commission, the South Carolina Department of Natural Resources, the Georgia Power Company, the Duke Energy, the Duke Energy Progress, the South Carolina Electric & Gas Company, the Georgia Wildlife Federation, the U.S. Geological Survey, the U.S. Fish and Wildlife Service, the U.S. Forest Service, and the South Carolina Aquarium is hereby entered into under the authority of the Endangered Species Act of 1973 (16 U.S.C. 1531-1548), the Fish and Wildlife Coordination Act (16 U.S.C. 661), the Fish and Wildlife Conservation Act of 1980 (16 U.S.C. 2912), and the Fish and Wildlife Act of 1956 (16 U.S.C. 742f (a)(4)). Collectively the parties to this MOU will be referred to as the Committee or its members.

II. Background and Objectives

The purpose of this MOU is to maintain and describe a Robust Redhorse Conservation Committee actively committed to the restoration of the species throughout its range. The Committee identifies priority conservation needs for the robust redhorse (*Moxostoma robustum*), previously considered a Category 2 candidate for Federal listing, and its habitat and coordinate implementation of programs of addressing those needs.

Historically, the robust redhorse inhabited Atlantic Slope drainages from the Pee Dee River system in North Carolina to the Altamaha River system in Georgia. The species is presently known to exist as natural populations in the Ocmulgee, Oconee, Savannah, and Pee Dee (NC, SC) rivers. Fingerlings from the Oconee River population have been introduced in the Oconee, Ocmulgee, Broad River, and Ogeechee Rivers in Georgia. Fingerlings produced from Savannah River brood stock have been introduced into the Broad River and Wateree River in South Carolina. Impoundments, negative effects by introduced non-native species and general deterioration of habitat quality caused by sedimentation and water pollution are believed to have contributed to the decline of the robust redhorse and are seen as possible threats to the survival of the species.

Because of the complex and diverse problems facing the species, an interdisciplinary approach, using a broad spectrum of experience, expertise, and management authority, is necessary to maintain and restore robust redhorse populations. The restoration should include a process that works closely with the private sector as well as governmental agencies potentially impacted by and interested in robust redhorse conservation.

III. Committee Membership, Structure, and Operations

The committee members agree that:

- A. Membership on the Committee is open at any time to any agency or non-governmental organization or individual interested in taking an active role in the conservation of the robust redhorse. Membership becomes official at such time as the MOU is signed by the head of the agency/organization or designee thereof.
- B. Member agencies/organizations may designate not more than two officials (with alternates) to serve as their representatives to the Committee, who shall attend scheduled meetings at their own agencies' expense. Each member will inform the Committee, in writing, of the name and position of its representative(s) and alternate(s) or of any changes in same,
- C. The Committee shall establish its own working rules, including a procedure for designating the Chair. The position of Committee Chair shall rotate every two years, and,
- D. The Committee shall meet a minimum of once per year. Additional meetings may be scheduled as agreed to by the Committee, to include meetings at field locations.

IV. Committee Responsibilities

The Committee members agree that the Committee will:

- A. Develop and coordinate the implementation of a conservation program for the robust redhorse, consisting of implementation of conservation measures that will focus on protection and management of the remaining populations of the robust redhorse, establishment of captive-breeding populations, and reestablishment of the species within a significant portion of its historic range in Georgia, North Carolina, and South Carolina, and preserving genetic integrity as and where appropriate, when possible and as resources allow;
- B. Establish technical working groups in specific program areas to identify needs and develop conservation options for consideration by the Committee;
- C. Coordinate program implementation among natural resource agencies, the private sector, and conservation organizations through existing

agreements, or through establishment of new agreements within the limits of their respective authorities, policies, and budgets, and,

D. Evaluate program implementation and prepare an annual progress report.

V. Technical Working Groups

Technical working groups will be formed, as necessary, to determine needs for conservation actions, research, information exchange, public education/outreach, etc. Technical working groups may, when appropriate, work to plan, coordinate, implement and facilitate implementation of conservation actions agreed to by the Committee and report periodically on progress to the Committee, within existing authority, policy review, and budgets. Technical working groups may be formed and disbanded as needed at the discretion of the Committee.

VI. Cooperators

Any agency, non-governmental organization, or individual, not desiring formal representation on the Committee, but interested in conservation of the robust redbone may become a Cooperator upon acceptance of a written request to the Committee Chair and may attend meetings of the Committee. Cooperator agencies and organizations may designate one individual as a contact person, informing the Committee Chair in writing of the selection and any changes in the same. A Cooperator may withdraw upon 30 days written notice.

VII. Special Terms and Conditions

This MOU does not in any way restrict participants from involvement in similar activities with other public and private agencies, organizations, and individuals.

This instrument is neither a fiscal nor a funds-obligation document. Nothing in the MOU shall be construed as obligating Committee members or Cooperators to expend funds or to provide resources or be involved in any obligation for future payment of money or provision of resources. Actions taken and funds expended to implement this agreement are contingent upon appropriations, priorities, and other constraints. Any endeavor involving reimbursement or contribution of funds among the parties to this instrument will be handled in accordance with applicable laws and regulations. Such endeavors will be outlined in separate agreements (e.g. contract, purchase order, grant, cooperative agreement) that shall be made in writing by representatives of the parties involved and shall be independently authorized by appropriate statutory authority.

Modifications within the scope of the MOU shall be made by formal consent of the Committee members, by the issuance of written modifications, signed and dated by the Committee members, prior to any changes becoming effective.

Any Committee member may terminate or withdraw membership at any time before the date of expiration by providing 30 days' notice to the Committee Chair. The MOU remains viable as long as at least two agencies/organizations remain Committee members.

This MOU takes effect upon signature of all parties and expires on December 31, 2015, at which time it is subject to renewal, modification, or termination. Any information furnished to a government agency under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

The respective signatory agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers or any person.

Principle contacts for this agreement are included as Attachment A.

By signature below, the parties certify that the individuals listed in this document as representatives of the party are authorized to act in their respective areas for the matters related to this agreement.

When and if it becomes apparent to the U.S. Fish and Wildlife Service that threats to the survival of the robust redhorse cannot be resolved through this or another agreement, action will be initiated by the U.S. Fish and Wildlife Service to list the robust redhorse under Section 4 provisions of the Endangered Species Act.

VIII. Effective Date

IN WITNESS WHEREOF, the parties hereto have entered into this MOU as evidenced by their signatures on the day and year set forth below their signature. The Memorandum of Understanding is effective upon the date of the last signature.

IX. Signature

Signature: Todd Holbrook Date: Dec. 7, 2010

Name/Title: Todd Holbrook, Deputy Commissioner

Agency/Organization: Georgia Department of Natural Resources

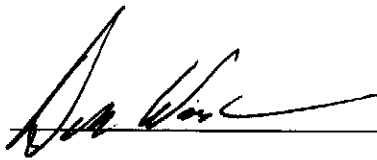
IX. Signature

Signature: Robert L. Curry Date: 9/30/2010

Name/Title: Robert L. Curry; Chief, Division of Inland Fisheries

Agency/Organization: NC Wildlife Resources Commission

IX. Signature

Signature:  Date: 6/1/11

Name/Title: Don Winslow Chief of Staff

Agency/Organization: SCDNR

IX. Signature

Signature: Charles H. Huling Date: 11/19/10

Name/Title: Charles H. Huling, Vice President, Environmental Affairs

Agency/Organization: Georgia Power

IX. Signature

Signature: Michael P. Davis Date: 10/1/2010

Name/Title: Director - Environmental Services

Agency/Organization: Progress Energy

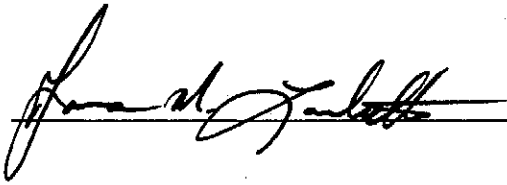
IX. Signature

Signature: David J. Coughlan Date: 3/10/11

Name/Title: David J. Coughlan, Senior Fisheries Scientist

Agency/Organization: Duke Energy Carolinas, LLC

IX. Signature

Signature:  Date: 10/11/2010

Name/Title: James M. Landreth / Vice President

Agency/Organization: South Carolina Electric & Gas Company


IX. Signature

Signature: Jerry L. McCollum Date: 9/15/10

Name/Title: Jerry L. McCollum, CEO

Agency/Organization: Georgia Wildlife Federation

IX. Signature

Signature:  Date: 3/10/2011

Name/Title: Jess D. Weaver, Regional Executive – Southeast Area

Agency/Organization: U.S. Geological Survey

IX. Signature

Signature: Patricia Leonard Date: 10/28/10

Name/Title: Patricia Leonard, Regional Director (acting)

Agency/Organization: U.S. F.W.S.

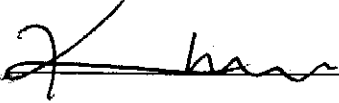
IX. Signature

Signature:  _____ Date: 7.16.12

Name/Title: George M. Bain, Forest Supervisor

Agency/Organization: USDA Forest Service, Chattahoochee-Oconee National Forests

IX. Signature

Signature:  Date: 5/23/11

Name/Title: Kevin Mills

Agency/Organization: South Carolina Aquarium