

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 the
CAROLINA POWER & LIGHT COMPANY

and the
DUKE POWER COMPANY

and the
SOUTH CAROLINA ELECTRIC AND GAS COMPANY

and the
GEORGIA WILDLIFE FEDERATION

and the
U. S. GEOLOGICAL SURVEY (BIOLOGICAL RESOURCES DIVISION)

and the
U.S. FISH AND WILDLIFE SERVICE

and the
U. S. FOREST SERVICE

and the
U. S. ARMY CORPS OF ENGINEERS

and the
GEORGIA RIVER NETWORK

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 Carolina Power & Light Company, the Duke Power Company, the South Carolina Electric and Gas Company, the Georgia Wildlife Federation, the U. S. Geological Survey (Biological Resources Division), the U.S. Fish and Wildlife Service, the U. S. Forest Service, the U. S. Army Corps of Engineers, the Georgia River Network, 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 establish and describe a Robust Redhorse Conservation Committee actively committed to the restoration of the species throughout its known range. The Committee will identify 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 for 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. However, the species is presently known to exist only in a relatively short reach of the Oconee River (Altamaha River system) below Sinclair Dam in central Georgia. Impoundments, predation by introduced non-native species (primarily flathead catfish and blue catfish), and general deterioration of habitat quality due to sedimentation and water pollution are believed to have contributed to the decline of the species and are perceived as possible threats to the survival of the Oconee River population.

Due to the complex and diverse problems facing the robust redhorse, it is apparent that an interdisciplinary approach, using a broad spectrum of experience, expertise, and management authority, is necessary to maintain and restore robust redhorse populations. In addition, it is essential that restoration efforts 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 Memorandum of Understanding is signed by the head of the agency/organization or a designee thereof;
- B. Member agencies/organizations may designate no 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 the 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 population 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;

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 redhorse 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 Memorandum of Understanding in no way restricts 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 this Memorandum of Understanding 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 (contract, purchase order, grant, cooperative agreement, etc.) 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 this Memorandum of Understanding shall be made by formal consent of the Committee members, by the issuance of a written modification, 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' written notice to the Committee Chair. The Memorandum of Understanding

remains viable as long as at least two agencies/organizations remain Committee members.

This agreement expires on December 31, 2004, at which time it is subject to renewal, modification, or termination.

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

VIII. Effective Date

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum of Understanding 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 second signature.

IX. Signature

Signature: _____ Date: _____

Name/Title: _____

Agency/Organization: _____