

**MOU 2020.11.18**  
**Fish and Aquatic Conservation**  
**Robust Redhorse Conservation Committee**  
**Conservation of Robust Redhorse Sucker**

MEMORANDUM OF UNDERSTANDING

Between

GEORGIA DEPARTMENT OF NATURAL RESOURCES

NORTH CAROLINA WILDLIFE RESOURCES COMMISSION

SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES

GEORGIA POWER COMPANY

DUKE ENERGY CAROLINAS/PROGRESS, LLC

DOMINION ENERGY

GEORGIA WILDLIFE FEDERATION

U.S. GEOLOGICAL SURVEY

USDA FOREST SERVICE

SOUTH CAROLINA AQUARIUM

And

U.S. DEPARTMENT OF THE INTERIOR  
U.S. FISH AND WILDLIFE SERVICE

## **I. Authority**

This Memorandum of Understanding (MOU) is entered into between the Department of the Interior (hereinafter referred to as the Department), U.S. Fish and Wildlife Service (hereinafter referred to as the Service) and 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 Carolinas/Progress, LLC, the Dominion Energy Company, the Georgia Wildlife Federation, the U.S. Geological Survey, the USDA Forest Service, and the South Carolina Aquarium 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 *et seq.*), the Fish and Wildlife Conservation Act of 1980 (16 U.S.C. § 2901-2904), and the Fish and Wildlife Act of 1956 (16 U.S.C. § 742a *et seq.*). Collectively the parties to this MOU will be referred to as the Committee.

## **II. Background and Objectives**

The purpose of this MOU is to maintain and describe a Robust Redhorse Conservation Committee that is 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 coordinates implementation of programs 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. Natural populations are known from 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 (migration barriers of reproductive individuals to additional spawning habitats), 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 inter-disciplinary 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. Purpose**

The purpose of this MOU is to facilitate cooperation between members of the Committee and the Service for 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 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. Specifically, the Cooperators enter this agreement to provide for active cooperation in the development and coordination of restoration goals for this species.

### **IV. Scope of Effect**

For a period as hereinafter set forth, the Service and the Committee shall cooperate as necessary for the performance of work as set forth below:

#### **A. General:**

1. The Committee will 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 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.
2. The Committee will establish technical working groups in specific program areas to identify needs and develop conservation options for consideration by the Committee as well as 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. Technical working groups will report periodically on progress to the Committee. Technical working groups may be formed and disbanded as needed at the discretion of the Committee.
3. The Committee will evaluate program implementation and prepare an annual progress report.

#### **B. The Service shall:**

1. Cooperate in the planning and development of a conservation program for the Robust Redhorse, consisting of implementation of conservation measures in coordination with other Committee members.
2. Designate not more than two officials (with alternates) to serve as their representatives to the Committee.

**C. The Committee shall agree that:**

1. 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,
2. 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 name,
3. The Committee shall establish its own working rules, including a procedure for designating the Chair. The position of Committee Chair shall be a two year position with extension to consecutive terms if agreeable to the Chair and approved by vote of the Executive Committee (as defined in the RRCC Policies), and
4. 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.

**V. Period of Performance**

The period of performance of the MOU is from the last date of signature by all parties, through a scheduled completion date of December 31, 2030 at which time it will be subject to review, renewal, or expiration.

**VI. Project Officers**

- A. Georgia Department of Natural Resources  
POC: Paula Marcinek  
Mail: 2065 U.S. Highway 278 SE, Social Circle, GA 30025  
Phone: 706-557-3227  
Email: paula.marcinek@dnr.ga.gov

- B. North Carolina Wildlife Resources Commission  
POC: Brena Jones  
Mail: 1718 NC Highway 56 West, Creedmoor, NC 27522  
Phone: 919-707-0369  
Email: [brena.jones@ncwildlife.org](mailto:brena.jones@ncwildlife.org)
  
- C. South Carolina Department of Natural Resources  
POC: Ross Self  
Mail: PO Box 167, Columbia, SC 29202  
Phone: 803-734-3808  
Email: [SelfR@dnr.sc.gov](mailto:SelfR@dnr.sc.gov)
  
- D. Georgia Power Company  
POC: Anthony Dodd  
Mail: 241 Ralph McGill Blvd, NE, Atlanta, GA 30308  
Phone: 404-506-5026  
Email: [ardodd@southernco.com](mailto:ardodd@southernco.com)
  
- E. Duke Energy Carolinas/Progress, LLC  
POC: Ryan J. Heise, Ph.D.  
Mail: Mail Code MG03A3, 13339 Hager Ferry Road, Huntersville, NC 28078  
Phone: 980-875-6723  
Email: [Ryan.Heise@duke-energy.com](mailto:Ryan.Heise@duke-energy.com)
  
- F. Dominion Energy  
POC: Milton Quattlebaum  
Mail: 220 Operation Way, Cayce, SC 29033-3712  
Phone: 803-217-8262  
Email: [MQUATTLEBAUM@scana.com](mailto:MQUATTLEBAUM@scana.com)
  
- G. Georgia Wildlife Federation  
POC: Mike Worley  
Mail: 11600 Hazelbrand Rd, Covington, GA 30014  
Phone: 770-787-7887  
Email: [mworley@gwf.org](mailto:mworley@gwf.org)
  
- H. U.S. Geological Survey  
POC: Cecil Jennings, Ph.D.  
Mail: Warnell School of Forest Resources, Athens, GA 30605  
Phone: 706-542-4837  
Email: [jennings@uga.edu](mailto:jennings@uga.edu)
  
- I. USDA Forest Service  
POC: Jimmy Rickard (Chattahoochee-Oconee National Forests)  
Mail: 1755 Cleveland Highway, Gainesville, GA 30501

Phone: 770-297-3032  
Email: [jrickard@fs.fed.us](mailto:jrickard@fs.fed.us)

- J. South Carolina Aquarium  
POC: David Wilkins  
Mail: 100 Aquarium Wharf, Charleston, SC 29401  
Phone: 843-579-8528  
Email: [dwilkins@scaquarium.org](mailto:dwilkins@scaquarium.org)

- K. U.S. Fish and Wildlife Service  
POC: Carrie Straight (Ecological Services)  
Mail: 355 E. Hancock Avenue, Rm 320, Box 7, Athens, GA 30601  
Phone: 706-613-9493  
Email: [carrie\\_straight@fws.gov](mailto:carrie_straight@fws.gov)

POC: Jaclyn Zelko (Fisheries)  
Mail: 5308 Spring Street, Warm Springs, GA 31830  
Phone: 706-655-3382 x1243  
Email: [Jaclyn\\_Zelko@fws.gov](mailto:Jaclyn_Zelko@fws.gov)

- L. 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 60 days written notice.

#### **VII. Modification of Agreement:**

This MOU constitutes the full, complete, and entire agreement between the parties hereto. No modification or amendment of this MOU shall be binding on either party unless such modification or amendment shall be in writing executed in duplicate by both parties hereto, attached to this MOU, and incorporated in and by reference made a part of this MOU.

#### **VIII. Termination of Agreement:**

Any party to this MOU may withdraw with a 60-day written notice. Such withdrawal shall be effective 60-days from the date such written notice is provided to the other party or parties to the agreement.

## **IX. Terms and Conditions:**

1. This MOU in no way restricts the parties from working together or participating in similar activities with other public or private agencies, organizations, and individuals.
2. Any public notices issued by any of the parties with respect to this MOU or any related activities shall be subject to review and approval, in advance, by all parties to this agreement.
3. During the performance of this MOU the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, age, color, religion, gender, national origin, or disability.
4. No member of, 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 from, but these provisions shall not be construed to extend to this agreement if made with a corporation for its general benefits.
5. All parties will ensure that its employees have the proper training and certification required to conduct activities under this MOU.
6. This MOU is neither a fiscal nor a funds obligation document. Nothing in this agreement may be construed to obligate the Service to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance to applicable regulations and procedures, including those for federal government procurement and printing. Such endeavor will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized in accordance with appropriate statutory authority. This MOU does not provide such authority.
7. It is agreed by the parties hereto that, in the performance of this MOU, employees or agents of each respective party are not to be considered employees of the other party or parties.
8. Nothing in this agreement may be interpreted to imply that the United States, the Department of the Interior, or the U.S. Fish and Wildlife Service endorses any product, service or policy of 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 Carolinas/Progress, the Dominion Energy Company, the Georgia Wildlife Federation, the U.S. Geological Survey, the U.S. Forest Service, and the South Carolina Aquarium. These entities will not take any action or make

any statement that suggests or implies such an endorsement.

9. The participation of each party to this agreement in activities conducted pursuant to this MOU is not intended to place either party or its representatives in a position of incurring tort liability arising from an action of the other party. Each party is responsible for any injury or property damage to third parties caused by negligence of its own employees acting within the scope of their employment/official duty subject to such limitation as may be prescribed by applicable laws. Specifically, tort liability arising from negligent or wrongful acts or omissions of Service employees acting within the scope of employment shall be adjudicated pursuant to the Federal Tort Claims Act, 28 U.S.C. Section 2671 et seq., the Federal Employees Compensation Act, U.S.C. Section 8101 et seq., or such other federal legal authority as may be pertinent. Likewise, tort liability arising from negligent or wrongful acts or omissions of 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 Carolinas/Progress, LLC, the Dominion Energy Company, the Georgia Wildlife Federation, the U.S. Geological Survey, the U.S. Forest Service, and South Carolina Aquarium employees while acting within the scope of official duty shall be governed by the provisions of the laws of the state of Georgia, North Carolina and/or South Carolina.
  
10. The parties agree to implement the provisions of this MOU to the extent personnel are available and budgets allow. In addition, nothing in the MOU is intended to supersede any laws, regulations, or directives by which the parties must legally abide.

**X. Signature:**

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by an authorized official on the date and year set forth below their signature.

U.S. DEPARTMENT OF THE INTERIOR  
U.S. FISH AND WILDLIFE SERVICE

BY:   
Signature

NAME: Allan Brown

TITLE: Assistant Regional Director; Fish and Aquatic Conservation

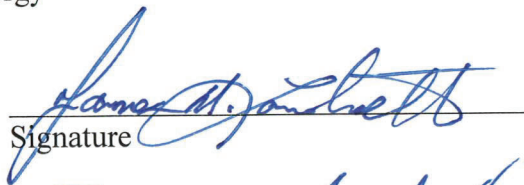
DATE: 11/18/2020



**X. Signature:**

Dominion Energy

BY:

  
Signature

NAME:

James M. Landreth

TITLE:

VP

DATE:

09/22/2020

**X. Signature:**

DUKE ENERGY CAROLINAS/PROGRESS, LLC

BY: Scott T. Fletcher  
Signature

NAME: Scott T. Fletcher

TITLE: Manager of Natural Resources

DATE: 8/26/19

**X. Signature:**

GEORGIA POWER COMPANY

BY: Mark S. Berry  
Signature

NAME: MARK S. BERRY

TITLE: VICE PRESIDENT

DATE: 8/5/2019

**X. Signature:**

GEORGIA DEPARTMENT OF NATURAL RESOURCES

BY: *R2 Garrison*  
Signature

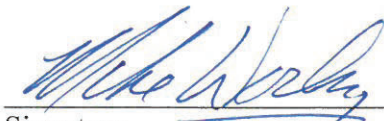
NAME: *Rusty Garrison*

TITLE: *Director*

DATE: *8/8/2019*

**X. Signature:**

GEORGIA WILDLIFE FEDERATION

BY:   
Signature

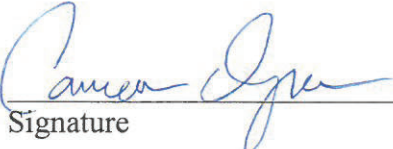
NAME: MIKE WORLEY

TITLE: PRESIDENT & CEO

DATE: 25 June, 2019

**X. Signature:**

NORTH CAROLINA WILDLIFE RESOURCES COMMISSION

BY:   
Signature

NAME: Cameron N. Ingram


TITLE: Executive Director

DATE: September 21, 2020

**X. Signature:**

SOUTH CAROLINA AQUARIUM

BY:

  
Signature

NAME:

Kevin Miller

TITLE:

President and CEO

DATE:

9/9/20

**X. Signature:**

SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES

BY:



Signature

NAME:

Robert H. Boyles, Jr.

TITLE:

Director

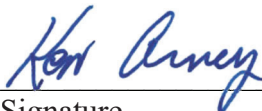
DATE:

7-7-2020



**X. Signature:**

USDA FOREST SERVICE, Southern Region

BY:   
Signature

NAME: Ken Arney

TITLE: Regional Forester

DATE: 10/19/2020

**X. Signature:**

U.S. GEOLOGICAL SURVEY

BY: **HOLLY WEYERS**  Digitally signed by HOLLY WEYERS  
Date: 2020.08.20 16:28:59 -04'00'

---

Signature

NAME: \_\_\_\_\_Holly Sarvis Weyers\_\_\_\_\_

TITLE: \_\_\_\_\_Regional Director\_\_\_\_\_

DATE: \_\_\_\_\_8/20/2020\_\_\_\_\_