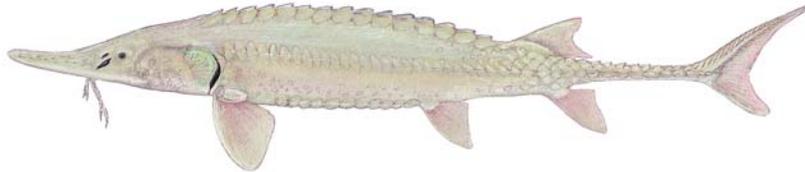


MEMORANDUM OF UNDERSTANDING
FOR
UPPER BASIN PALLID STURGEON RECOVERY
IMPLEMENTATION



**U.S. DEPARTMENT OF ARMY
CORPS OF ENGINEERS
OMAHA DISTRICT**

**U.S. DEPARTMENT OF INTERIOR
BUREAU OF RECLAMATION
GREAT PLAINS REGION
MONTANA AREA OFFICE**

**U.S. DEPARTMENT OF INTERIOR
FISH AND WILDLIFE SERVICE
MOUNTAIN-PRAIRIE REGION**

**U.S. DEPARTMENT OF INTERIOR
GEOLOGICAL SURVEY
NORTH CENTRAL STATES REGION**

**STATE OF MONTANA
DEPARTMENT OF FISH WILDLIFE AND PARKS**

**STATE OF NORTH DAKOTA
GAME AND FISH DEPARTMENT**

**STATE OF SOUTH DAKOTA
DEPARTMENT OF GAME FISH AND PARKS**

**WESTERN AREA POWER ADMINISTRATION
UPPER GREAT PLAINS REGION**

PPL MONTANA

This Memorandum of Understanding (MOU) dated April 17, 2008, is among the various centers, regions and sub-offices of the following entities: United States Department of Army Corps of Engineers; United States Department of Interior, Bureau of Reclamation, Fish and Wildlife Service, and Geological Survey; Montana Fish, Wildlife & Parks; North Dakota Game and Fish Department; South Dakota Department of Game Fish and Parks; Western Area Power Administration; and PPL Montana. This MOU identifies the roles and responsibilities of these parties as it pertains to implementation of pallid sturgeon recovery through the Upper Basin Pallid Sturgeon Workgroup (UB Workgroup). The parties will abide by the terms and provisions expressed or referenced herein.

April 2008

DEPARTMENT OF ARMY, CORPS OF ENGINEERS, OMAHA DISTRICT

Michael George Date: 4-22-2008
Michael George, Missouri River Program Manager

US BUREAU OF RECLAMATION, GREAT PLAINS REGION

Michael Ryan Date: JULY 22, 2008
Michael Ryan, Regional Manager

U.S. FISH AND WILDLIFE SERVICE, MOUNTAIN-PRAIRIE REGION

Stephen Guertin Date: 4/28/08
Stephen Guertin, Regional Director

US GEOLOGICAL SURVEY, NORTH CENTRAL STATES REGION

Max Ethridge Date: 5/8/08
Max Ethridge, Regional Executive

MONTANA FISH, WILDLIFE & PARKS

M. Jeff Hagener Date: 4/18/08
M. Jeff Hagener, Director

NORTH DAKOTA GAME AND FISH

Terry Steinwand Date: 4/24/08
Terry Steinwand, Director

SOUTH DAKOTA GAME FISH AND PARKS

John Lott Date: 5-7-08
John Lott, Chief of Fisheries

WESTERN AREA POWER ADMINISTRATION, UPPER GREAT PLAINS REGION

Robert Harris Date: 5/5/2008
Robert Harris, Regional Director

PPL MONTANA

Jon Jourdonnais Date: 4/22/08
Jon Jourdonnais, Director of Hydro Licensing and Compliance

I. BACKGROUND, PURPOSE, AND BENEFITS

Background

Pallid Sturgeon, *Scaphirhynchus albus*, was listed as an endangered species under the Endangered Species Act. The US Fish and Wildlife Service (USFWS) retains an independent Pallid Sturgeon Recovery Team (Recovery Team) comprised of individuals selected by the USFWS's Region 6 Director (Regional Director) with jurisdiction and/or expertise on pallid sturgeon. The purpose of the Recovery Team is to develop and revise the Pallid Sturgeon Recovery Plan, to develop downlisting and delisting criteria and to advise the Regional Director on recovery of pallid sturgeon under leadership of the Pallid Sturgeon Recovery Coordinator (Coordinator).

The Recovery Team established geographically local working groups to provide input to the Recovery Team regarding recovery activities as well as to implement recovery tasks at the local level. Three basin recovery workgroups; Upper (Missouri River and tributaries above Gavins Point Dam), Middle, and Lower encompass the range of the species and include biologists and resource managers representing state and federal agencies with management jurisdiction or responsibilities within the respective geographic areas.

The UB Workgroup consists of biologists and resource managers from the following governmental agencies and private organizations: Montana Fish, Wildlife & Parks, North Dakota Game and Fish Department, South Dakota Department of Game, Fish, and Parks, US Bureau of Reclamation, US Fish and Wildlife Service, US Geological Survey, US Army Corps of Engineers, Western Area Power Administration, PPL Montana, and other interested parties.

The UB Workgroup implements, coordinates, and provides funding recommendations on recovery actions in the Upper Basin. The UB Workgroup also provides necessary feedback to and exchanges critical information with the Regional Director, Recovery Team and Coordinator on issues pertaining to pallid sturgeon in the Upper Basin and to coordinate on pallid sturgeon recovery basin-wide. As such, the UB Workgroup is the local (basin) advisory body for pallid sturgeon recovery implementation. Actions taken by the UB Workgroup must be consistent with the Pallid Sturgeon Recovery Plan as determined by the Pallid Sturgeon Recovery Team and/or approval of the Regional Director.

Purpose and Benefits of the MOU

The purpose of this MOU is to formalize the relationship among participants in the UB Workgroup, thereby strengthening and improving the coordination, planning, funding and implementation of recovery actions for pallid sturgeon in the Upper Basin. A coordinated and unified approach to recovery funding and implementation is critical to achieving recovery of pallid sturgeon.

II. SCOPE OF WORK

Signatories will:

- A. Coordinate pallid sturgeon recovery planning and implementation through the UB Workgroup.
- B. Participate in UB Workgroup meetings, committees and other commitments.
- C. Adhere to UB Workgroup administrative procedures as defined by the UB Workgroup.
- D. Utilize statutory authorities to implement recovery actions as identified by the UB Workgroup
- E. Provide and secure funding and/or in-kind contributions as possible to implement actions needed to achieve recovery of pallid sturgeon,
- F. Comply with regulatory requirements as required by State and Federal law.

The UB Workgroup will:

- A. Develop administrative or operating procedures for committee business, annual workplans, decision making, and implementation of recovery actions
- B. Develop a 10-Year recovery strategy and a workplan annually for pallid sturgeon in the Upper Basin
- C. Provide the Pallid Sturgeon Recovery Team with an annual report detailing workgroup activities like research, monitoring and recovery progress.
- D. Provide recommendations on or develop protocols, procedures, and planning documents used to guide pallid sturgeon recovery, e.g., propagation plan, stocking plan, handling protocols.
- E. Coordinate available funds and in-kind contributions for effective implementation of recovery actions.
- F. Form committees in response to the UB Workgroup and the Recovery Team as needed to address issue-specific tasks.

The Regional Director of US Fish and Wildlife Service will guide the Pallid Sturgeon Recovery Team to:

- A. Provide leadership, direction, and vision regarding pallid sturgeon recovery.
- B. Provide feedback and recommendations to the UB workgroup on progress towards recovery
- C. Consider recommendations from the UB Workgroup for consistency with protocols, procedures and planning documents guiding pallid sturgeon recovery
- D. Work closely with UB Workgroup in defining recovery and establishing downlisting and delisting criteria
- E. Facilitate inter-basin coordination of pallid sturgeon recovery
- F. Review actions of and provide feedback to the UB Workgroup actions for compliance with Recovery Plan and progress towards recovery of pallid sturgeon.

III. TERM OF THE MOU

This MOU will remain in effect for 10 years after date of last signature and is negotiable upon agreement of all parties. This MOU may be extended or amended at any time by

written consent of the designated representatives of the parties hereto, provided justification is given to the other parties and is accepted. This MOU may be terminated upon mutual agreement or upon sixty days written notice by any party.

IV. FUNDING

This memorandum is not a fiscal or a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representative of the parties and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority.