



United States Department of the Interior

FISH AND WILDLIFE SERVICE

PARTNERS AGREEMENT for the RED WOLF PROGRAM

Project Originator and Organization Code: Jennifer Gilbreath, 41630

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Cooperator: [REDACTED]

Address: [REDACTED]

SUMMARY OF PARTNERS AGREEMENT

Location: [REDACTED] property (hereinafter referred to as [REDACTED]) consists of 1,000 acres located on the [REDACTED] in Hyde County, North Carolina..

Relationship to Refuge: [REDACTED] is located [REDACTED] border of Pocosin Lakes National Wildlife Refuge (PLNWR.) Portions of [REDACTED] share a common boundary with PLNWR.

Description of Agreement: This agreement requires that [REDACTED] permit red wolves to enter and inhabit property described above. Additionally, [REDACTED] will provide U.S. Fish and Wildlife Service (hereafter referred to as Service) personnel access to that property so that they can monitor and manage resident red wolves.

Compensation: This agreement requires that the Service provide \$200 per year for services rendered by [REDACTED].

Duration of Agreement: Unless terminated by written notice, this Agreement will remain in force for a period of 5 years starting from October 1, 1998.

Benefits and Comments: [REDACTED] consists of habitats that are ideal for endangered red wolves. Inclusion of [REDACTED] in the Red Wolf Recovery Program through this Partners Agreement will significantly increase the odds of the Service realizing its objective of establishing a viable population of red wolves in eastern North Carolina.

PARTNERS AGREEMENT for the RED WOLF PROGRAM

This PARTNERS AGREEMENT is made on this twenty-sixth day of March by and between [REDACTED] and the United States of America, acting through the SERVICE.

WITNESETH

WHEREAS, the SERVICE is authorized to take steps required for the development, management, advancement, conservation and protection of wildlife resources pursuant to the Fish and Wildlife Act of 1956, 16 U.S.C. sec. 742a et seq., the National Wildlife Refuge System Administration Act of 1966, 16 U.S.C. sec. 668dd et seq., and the Endangered Species Act of 1973, 16 U.S.C. 1531-1543; 87 Stat. 884, as amended, and

WHEREAS, the SERVICE has implemented an historical attempt to reestablish the endangered red wolf on PLNWR, and

WHEREAS, the project represents the first time in history that an attempt has been made to reestablish an animal, extinct in the wild, back into its former range, and

WHEREAS, [REDACTED] wishes to assist the SERVICE in the attempt to return to the wild the endangered red wolf, and

WHEREAS, [REDACTED] owns 1,000 acres of land near PLNWR and contains habitats similar to that of PLNWR, and

WHEREAS, red wolves have wandered onto land owned by [REDACTED].

NOW THEREFORE, [REDACTED] and the SERVICE agree as follows:

1. That the SERVICE provide 200 dollars per year for service rendered by [REDACTED]. Payment will occur after receipt of an invoice from [REDACTED] for services provided during the preceding fiscal year. The fiscal calendar for this Agreement extends from October 1 through September 30. Unless terminated by written notice, this Agreement will remain in force for a period of five (5) fiscal years (1999 through 2003, inclusive).
2. That [REDACTED] will allow red wolves to wander the property.
3. That [REDACTED] will allow personnel of the SERVICE access to, in, over and across the property to manage the wolves. Personnel of the SERVICE will enter that property only after conferring with the owner or land manager.
4. That personnel of the SERVICE will immediately vacate [REDACTED] if notified by the owner or land manager that their presence is causing damage or deterioration to [REDACTED] or in any other way hindering the management operations employed by [REDACTED] on that property.
5. That the liability of the United States for acts or omissions of its employees which result in the damages to [REDACTED] property shall be governed by the terms of the Federal Tort Claims Act.
6. That pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress or resident commissioner, after his election or appointment, and either before or after he has qualified and during his continuance in office, shall be admitted to any share or part of this agreement, or to any benefit to arise thereupon; but this provision shall not be construed to extend to this agreement if made with a corporation for its general

benefit.

Nothing in this agreement shall affect or interfere with the fulfillment of the obligations and rights of either party hereto to manage the lands and programs administered by them in accordance with their other basic land management responsibilities.

This Partners Agreement may be revised as necessary by mutual consent of either party by the issuance of a written amendment, signed and dated by both parties.

Either party may terminate this Partners Agreement by providing written notice to the other. Unless terminated by written notice, this Agreement will remain in force for 5 years starting with 1 October 1998. At the end of that time, the parties will assess the benefits accrued and determine if the agreement should be reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Partners Agreement as of the last day and date last below written.

DATE: Oct 1-98



U.S. Department of Interior, Fish and Wildlife Service

DATE: 1-29-99

BY: MJ Morse