

**APPENDIX A**

Memorandum of Agreement  
between  
U.S. Fish and Wildlife Service and the Red Wolf Coalition

**Memorandum of Agreement  
Between the US Department of the Interior  
Fish and Wildlife Service  
and the Red Wolf Coalition, Incorporated**

**Agreement No. 41630-3-K065**

**Prepared  
August 26, 2003**

This agreement is hereby entered into by and between the Red Wolf Coalition, Incorporated organized and doing business under the laws of the State of North Carolina (hereinafter referred to as the Coalition), and the Fish and Wildlife Service (hereinafter referred to as the "Service"), covering certain educational, fund raising, and philanthropic activities which would benefit the Service and the people of the United States under the authority of the Fish and Wildlife Improvement Act of 1978. Two Service entities are involved in this agreement – Pocosin Lakes National Wildlife Refuge (hereafter referred to as the "Refuge") and the Red Wolf Recovery Program (hereafter referred to as the "RWRP") located at the office of the Alligator River National Wildlife Refuge.

Article I. Background

WHEREAS, the Coalition, the Refuge, and the RWRP worked together previously under Agreement No. 1448-40181-00-K-004, wish to continue working together towards the same goals, and believe that significant modifications to the original agreement are needed; and

WHEREAS, the primary goal of the agreement is to develop and operate a red wolf education center and captive-animal viewing facility on the Refuge; and

WHEREAS, the Service would benefit from a facility that would provide informational, interpretive, and educational opportunities for the public; and

WHEREAS, the benefits to the RWRP and the Refuge are consistent with the intent of Congress in designating the red wolf as an endangered species and the Refuge as part of the National Wildlife Refuge System; and

WHEREAS, nothing in this agreement shall affect or interfere with the fulfillment of the

obligations or exercise of the authority of the Service or any other Federal agency; and

WHEREAS, the stated mission of the Coalition is to advocate for the long-term survival of red wolf populations by teaching about the red wolf and by fostering public involvement in red wolf conservation;

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants hereinafter set forth, the Service and the Coalition mutually agree as follows:

## Article II. Statement of Work:

The Service and the Coalition agree to actively work together to acquire funding for, design, construct, maintain, and operate a red wolf education and viewing facility. The facility will include

- a visitor contact station that will house exhibits on red wolves, the Service's red wolf recovery program, the role of refuges in the recovery effort, ; areas for Coalition sales, storage, and office space; and the Coalition's red wolf conservation activities.
- enclosures for holding and displaying captive red wolves in natural habitat;
- a structure for housing RWRP veterinary activities

This facility will be known as the Red Wolf Center (hereafter referred to as the "Center"). The Center will be located on the Refuge, near the town of Columbia, NC.

The Coalition will strive to raise 100% of the total projected cost of the Center from donations, construct the Center, and donate it to the Service. The Service will also request funding for the Center through its channels. Any Federal dollars that might be appropriated for the Center will be expended in accordance with Federal Acquisition Regulations. No Federal dollars will be expended unless the Service deems the expenditure appropriate.

In the event that a mixture of Federal and non-Federal funds are used, which is likely, cost estimates will be developed for individual components of the overall facility (visitor contact station, wolf enclosures, veterinarian structure, parking area, septic system, etc.) and the Service and the Coalition will each design and/or construct individual components of the project based on the funding available to them. The Service and Coalition will meet and agree on the division of the components and the decisions will be documented in writing.

The Coalition shall:

1. Donate to the Service the completed Center or component(s) constructed under this agreement.

2. Be fully qualified under State and Federal law to engage in fund raising and to receive philanthropic contributions for the purposes described herein. The Coalition employer identification number is 56-2047428.
3. Raise funds for the projects described in this agreement. The Service or the Coalition may choose to enter into similar or other types of agreements with others.
4. Place all funds collected for the Center in an interest bearing escrow account and use such funds only for the development, maintenance and operation of the Center and to pay for actual expenses incurred in the fund raising effort.
5. Ensure that the money raised at and/or for the Center are spent in accordance to needs of the Center.
6. Accurately describe in all fund raising materials and other communication to potential donors and others, the primary ways in which the funds will be used.
7. Accurately describe, on Coalition letterhead, the way(s) in which unused funds will be dealt with should the Center not be constructed. Major donations will be returned to the donor, smaller donations will be used for any RWRP project at the discretion of the RWRP Coordinator.
8. Assume full responsibility for the costs associated directly with the fund raising effort and present the completed facility or individual component(s) to the Service free and clear of liens or other encumbrances.
9. Develop a basic fund raising plan for Service review.
10. Purchase and maintain adequate and reasonable builder's insurance covering fire, flood, and extended hazards as well as liability insurance for the Center or individual components during the period of construction and until the Center is turned over to the Service.
11. Secure fully qualified and licensed architects, engineers, and construction contractors; ensure that the design and construction of all exhibits, multimedia programs, and interpretive displays meet or exceed Service standards; obtain concurrence from the Service and that development of the interpretive theme is concurred with by the Service.
12. Meet or exceed the standards of the RWRP Captive Breeding Coordinator for the wolf enclosure(s).
13. Obtain all necessary State and local construction permits and provide any required plans. The Coalition shall ensure that the contractor is familiar with and adheres to the rules and regulations of the RWRP and the Refuge and that all activities are coordinated through the Service to minimize environmental damage during the construction period.

14. Provide the Service a complete set of as-built drawings along with all warranties, operating manuals, and other pertinent information.

The Service shall:

1. Recognize the Coalition as the primary organization suited to educate the public and to raise funds for the Red Wolf Center.
2. Support the Coalition's educational activities as a display of private and governmental cooperation to the benefit of the people of the United States.
3. Make available to the Coalition such information and data as may reasonably be required to perform its part of the agreement with the Service including, but not limited to, Service space requirements, design and construction standards, and an interpretive prospectus.
4. Ensure that the Center and its components, once donated to the Refuge, shall be integrated into the Refuge program at the same standard of maintenance as existing Service facilities. The Refuge will provide maintenance services.
5. Recognize the Coalition as the lead organization to manage the facility and will provide the Coalition with storage, sales, work, exhibit/educational, and other space in the completed facility with details articulated in a Plan of Operations.
6. Provide incidental utilities for the construction of and after the completion of the Center including but not limited to water, electricity, and air conditioning, to the extent these utilities are required for the construction and operation of the Center for Governmental purposes. The RWRP will provide funds for utilities costs.
7. Provide federally owned land on Pocosin Lakes National Wildlife Refuge as the site for construction of the Center and ensure compliance with all applicable Federal, State, and local laws/regulations and Service policies.
8. Permit the Coalition to raise funds at the Center for Center purposes.
9. Make the Center available to the Coalition after normal business hours for fundraising and other events. Each event will need to be approved by the Refuge.
10. The RWRP provide red wolf care and husbandry in a manner that meets or exceeds approved Red Wolf Recovery Program Husbandry Techniques.

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### Article III. Term of Agreement:

This agreement shall be effective when signed by all parties and shall remain in effect as needed for up to 3 years from the date of signature, at which time the Service and the Coalition will determine whether to continue the effort, or discontinue it and use existing funds in the agreed upon alternative manner. Should a decision be made to continue the effort, this agreement will automatically renew for 3 years.

### Article IV. Approvals:

The final approval regarding the design and construction of the Center and exhibits will be made by the Service, expeditiously within 60 days of receipt of the plan, and no actual construction shall take place without written approval. A special use permit (SUP) will be issued by the Refuge Manager detailing any special conditions or restrictions required to protect refuge resources during construction. Construction shall not commence until the SUP has been issued. Any changes to the design or construction of the Center must be approved, in writing, by the Service.

Any material prepared for public viewing under the subject of this Agreement such as individual promotional activities, brochures, or any other form of publicity will be submitted to the Refuge Manager for formal review and approval prior to its release.

The Coalition shall apply for and abide by the terms and conditions of a SUP for any event it proposes to conduct within the Refuge. The Refuge Manager shall have the final authority over granting such permits.

### Article V. Reports:

Each year by the end of August, the Coalition will issue an annual narrative and estimated/actual costs specific to the project described in this Agreement.

Funds received and expended by the Coalition for activities provided for in this agreement, from whatever source and for whatever purpose, shall be accounted for under a system of accounts and financial controls meeting accepted professional standards for non-profit charitable organizations (see exhibit A).

#### Article VI. Termination:

Either party may terminate this agreement, by 30 day written notice to the other party with no necessity for a legal process. The initiating party will hold a meeting with the other party prior to the termination setting forth the reasons for the termination. Once a construction contract is executed, both parties are obligated to continue in the Agreement until construction is completed and the building is turned over to the Service.

#### Article VII. Alternative Expenditure of Funds:

If, at any time during the process, the Coalition or the Service withdraws from this agreement, all funds collected by the Coalition for activities provided for in this agreement shall be returned to the donor (s) as described by the Coalition on official letterhead (see Article II, The Coalition Shall, number 7) and/or used for the purposes of completing on-going or new interpretive, educational or informational projects, or for other purposes agreed on by the Coalition or the Service.

In the event that there is money left in the escrow account at the completion of the construction, furnishing, and donation of the Center these funds shall remain in the escrow account and be utilized for maintenance and/or improvement of the Center.

Other uses of these funds shall be allowed only when such use is approved by the Refuge, RWRP, and the Coalition.

#### Article VIII. General:

All obligations of the Service hereunder are subject to the availability of funds, and to such direction and instructions as may have been or are hereafter provided by Congress.

During the performance of the agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to assure that applicants are employed without regard to their race, color, religion, sex, or national origin.

No member 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 therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

In Witness Whereof, the Service has caused this Agreement to be ratified this 3rd day of SEP 2003.

By: Howard Phillips  
Howard Phillips  
Pocosin Lakes Refuge Manager  
US Fish and Wildlife Service, Region Four

In Witness Whereof, the Service has caused this Agreement to be ratified this 5<sup>TH</sup> day of SEPT 2003.

By: Buddy B. Fazio  
Buddy B. Fazio  
Team Leader,  
Red Wolf Recovery Program  
US Fish and Wildlife Service, Region Four

In Witness Whereof, the Coalition has caused the Agreement to be executed this 8<sup>th</sup> day of Sept 2003.

By: Jennifer Gilbreath  
Jennifer Gilbreath  
President, Red Wolf Coalition