

PARTNERS AGREEMENT FOR RED WOLF PROGRAM

Project Originator and Organization Code: Jennifer Gilbreath,
41630

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NC 27954; ph: 919-473-1131, fax: 919-473-1668

Cooperator: Mattamuskeet Ventures, attention Jamin Simmons

Address: [REDACTED] [REDACTED]

SUMMARY OF PARTNERS AGREEMENT

Location: Mattamuskeet Ventures includes 14,445 acres located in Hyde County south of the Intracoastal Waterway and north of Lake Mattamuskeet.

Relationship to Refuge: Mattamuskeet Ventures is adjacent to the southern boundary of the Alligator River National Wildlife Refuge (ARNWR).

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

Compensation: This agreement requires that the Service provide \$2,000 per year for services rendered by Mattamuskeet Ventures.

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: Mattamuskeet Ventures consists of habitats that are ideal for endangered red wolves. Inclusion of Mattamuskeet Ventures 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 RED WOLF PROGRAM

This PARTNERS AGREEMENT is made and entered into this Third day of March, 1998, by and between Mattamuskeet Ventures and the United States of America, acting through the SERVICE.

W I T N E S S E T H

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 ARNWR, 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, Mattamuskeet Ventures wishes to assist the SERVICE in the attempt to return to the wild the endangered red wolf, and

WHEREAS, Mattamuskeet Ventures owns 14,445 acres of land near ARNWR

and contains habitats similar to that of ARNWR, and

WHEREAS, red wolves have wandered onto and regularly occupied land owned by Mattamuskeet Ventures.

NOW THEREFORE, Mattamuskeet Ventures and the SERVICE agree as follows:

1. That the SERVICE provide 2,000 dollars per year for service rendered by Mattamuskeet Ventures. Payment will occur after receipt of an invoice from Mattamuskeet Ventures 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 Mattamuskeet Ventures will allow red wolves to wander the property.
3. That Mattamuskeet Ventures will allow personnel of the SERVICE access to, in, over and across the property to manage the wolves. Personnel of the SERVICE will enter Mattamuskeet Ventures only after conferring with the land manager.
4. That personnel of the SERVICE will immediately vacate Mattamuskeet Ventures if notified by the land manager that their presence is causing damage or deterioration to Mattamuskeet Ventures or in any other way hindering the management operations employed by

Mattamuskeet Ventures on that property.

5. That upon termination of this agreement the SERVICE will attempt to capture and remove all red wolves residing on Mattamuskeet Ventures at that time if the OWNER feels removal is necessary.

6. That the liability of the United States for acts or omissions of its employees which result in the damages to Mattamuskeet Ventures property shall be governed by the terms of the Federal Tort Claims Act.

7. 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.

3-6-98

Date

Mattamuskeet Ventures

BY: B. S. - 4 p. 2

3/4/98

Date

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

BY: Jennifer Hillman