



Records related to the establishment
of the Minnesota Valley National
Wildlife Refuge

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MINNESOTA VALLEY NATIONAL WILDLIFE REFUGE
Groundbreaking Ceremony
Visitor's Center

Checklist:

- ☐ Identify date/time
- ☐ Decide speakers
- ☐ Invite speakers
- ☐ Develop budget
- ☐ Arrange reception following the ceremony
- ☐ Arrange dinner and speaker
- ☐ Coordinate public relations
- ☐ Develop invitation list of members and other guests
- ☐ Design and distribute invitations
- ☐ Follow up thank you

*Friends
speaker*

Brittman 2/88

DATE _____ TIME _____

There was a call from

M _____ OF _____

CONTROLNET PHONE NUMBER _____

NON-CONTROLNET PHONE NUMBER _____ AREA _____ EXT. _____

☐ RETURNED CALL ☐ WILL CALL AGAIN

☐ PLEASE CALL ☐ CALLED IN PERSON

MESSAGE _____

OPERATOR _____

AA663 REV 7/85 CDC PRINTED IN U.S.A.

Handwritten notes on form:
- *operator of printer*
- *Depicts for a long time*
- *work on message*
- *Brittman would do delay the test mail*
- *operator broke winter*

Two Important Local Accomplishments

Work Begins on Hiawatha Avenue and Wildlife Refuge Center

This year we also began to see concrete action on two important federal projects in our community. Groundbreaking ceremonies were held to mark the start of the rebuilding of Hiawatha Avenue and to celebrate the beginning of work on a new visitors center for the Minnesota Valley National Wildlife Refuge.

Over the last few years I have secured \$28 million to begin work on improving Hiawatha Avenue in Minneapolis. I also got the \$6 million needed to build the refuge center in Bloomington.



City Council Member Tony Scallion, Congressman Sabo, and State Rep. Wes Skoglund at the Hiawatha Avenue groundbreaking.



Congressman Sabo prepares to dig in at the Minnesota Valley National Wildlife Refuge visitor center.

Martin
Olav
Sabo

Member of Congress
5th District, Minnesota

WASHINGTON REPORT

2201 Rayburn House Office Building
Washington, D.C. 20515
(202) 225-4755

462 Federal Courts Building
110 South 4th Street
Minneapolis, Minnesota 55401
(612) 348-1649



BLUE GOOSE FLYER



DEDICATED TO THE PRESERVATION AND PERPETUATION OF THE NATIONAL WILDLIFE REFUGE SYSTEM

Vol. 14, No. 4

OCTOBER 1988

National Wildlife Refuge Interactive Laser Display

iTeleNet Systems, Inc., in partnership with the National Fish and Wildlife Foundation, is leading an effort to support a project of the U.S. Fish and Wildlife Service. This project is the nationwide placement of INTERACTIVE LASER DISPLAY units to exhibit and inform the public of wildlife values, and their opportunities for fun and education at our National Wildlife Refuges.

This project uses private support for a program that encompasses a number of goals and creates a "snowballing" cycle of action-reaction by educating the public. Among its goals are the creation of interest and participation at the local level, the promotion of conservation and preservation, the elevation of understanding and enjoyment of wildlife, and the imparting of awareness of our nation's resources in National Wildlife Refuges.

The exhibit will use a touch screen to provide interaction between visitors and 300 refuge programs. The interactive video units, each with the same 300 programs, will allow visitors to see ten to twenty color slides on any of the individual refuges of their choice. Visitors will be able to vicariously travel across the country and experience the variety of wildlife, habitats, and facilities of the National Wildlife Refuge System.

The first four units sponsored will be in the Smithsonian Institution for approximately 6 months. It is estimated that a potential 6 million people will interact with

those units. When the U.S. Fish and Wildlife Display is over at the Smithsonian, those units may go on tour and/or be placed in locations of the sponsors choice. The goal is to provide at least one sponsored kiosk for most National Wildlife Refuges. Three units are planned to go into the top 25 refuges and two in most others. The sponsors will have the choice on a "first come first serve" basis, designating where they would like those interactive units placed. Additional units are planned for use in national history and art museums, local zoos, tourist centers, airports, and other point of information centers.

Funding and donations from corporations, foundations and individuals will go to the U.S. Fish and Wildlife Service through the National Fish and Wildlife Foundation and will be exempt from federal taxation. The Fiscal Year 1989 appropriations for the Interior Department provide matching funds for the National Fish and Wildlife Foundation.

Send or call regarding donations or additional information to:

Special Project Director
U.S. Fish and Wildlife Program
iTeleNet Systems, Inc.
5025 8th Street
Carpenteria Beach, CA 93013
(805) 684-5414

or

Mr. Dick Kuehner
National Coordinator of Project
U.S. Fish & Wildlife Service
500 N.E. Multnomah
Portland, OR 97232
(503) 231-6176

Refuge Wildlife Interpretation and Education Center

A momentous event in the history of the Minnesota Valley National Wildlife Refuge, Minnesota, occurred on September 19, 1988, with groundbreaking ceremonies for a \$3.45 million wildlife interpretation and education center.

The original legislation establishing the refuge provided for an interpretive/educational center, but it has become an actuality only after many years of planning and the cooperative, concerted efforts by local, state and federal officials, agencies and organizations.

The refuge, located in the heart of the Minneapolis/St. Paul metropolitan area, offers an outstanding opportunity for practical, on-the-ground public education in ecology. This wildlife interpretation and education center, scheduled for completion in about 18 months, will be the focal point for this education.

Participants in the groundbreaking ceremonies, hosted by Refuge Manager Ed Crozier, were U.S. Congressman Martin Sabo; Bloomington City Mayor Kurt Laughinghouse; FWS Regional Director James Gritman; Sondra Simonson, Chairperson of the Bloomington City Chamber of Commerce; and Elaine Mellott, Past President and Treasurer of the Friends of the Minnesota Valley. All of these dignitaries have played an important role in the establishment and development of the Minnesota Valley National Wildlife Refuge.

Arizona Land Exchange

This exchange involves lands in the Kofa and the Buenos Aires National Wildlife Refuges, lands under the control of the Bureau of Land Management (BLM) and lands owned by the State of Arizona. Under this proposal, about 40,000 acres on the extreme north end of the Kofa Refuge, north of the existing electric transmission lines and the pipeline, would be turned over to BLM. The transfer of this acreage from Kofa is being vigorously opposed by some conservation groups. About 15,000 acres of BLM land adjacent to the west boundary of the Kofa Refuge would be turned over to the refuge. Lands under the control of BLM elsewhere in the state of Arizona would be exchanged with the state for state-owned lands within the Buenos Aires Refuge.

The Arizona Land Exchange Bill, (S-2352), was reported out of the Senate Energy Committee Sept. 15, 1988, still containing the stipulation to include the portion of the Kofa Game Range north of the power line road. The House has not yet considered the bill. The Interior Department is supporting the Senate Bill. The bill also has the endorsement of the NWRA.

Western Hemisphere Shorebird Reserve

Stillwater NWR became the nation's second Western Hemisphere Shorebird Reserve on Saturday, August 20, 1988. The dedication made the refuge the fourth Western Hemisphere Shorebird Reserve in North America and South America. The only other U.S. site is the Delaware Bay shoreline in New Jersey and Delaware. The selection was made by the Western Hemisphere Reserve Network, a conservation group made up of government and private agencies, including the Audubon Society.

Sadly, the shorebirds are faced with a bleak future in their visit to Stillwater. Following continuous years of drought, the waters are unusually still these days; not still as in tranquil, but still as in death. The plight of the refuge was described in the article "Trouble in Nevada",

appearing in the July 1988 issue of the FLYER.

The acquisition of water rights is the critical need for the refuge. Nevada Senator Chic Hecht would like to initiate remedial action on what has become an acute ailment by reprogramming \$1.2 million of a \$2 million road and dike fund by purchasing water rights of the ailing refuge. The Senator met with FWS Director Dunkle on the grounds to appraise the problem. It is our understanding that Director Dunkle is hesitant to set the precedent of purchasing water rights and prefers to negotiate a solution with the Bureau of Reclamation. Observers close to the problem are not optimistic that this will succeed. Because of past dealings with Reclamation they remain convinced that purchase of water is the only solution.

Hunting and Trapping on NWRA's Challenged

During the period July 29-31, 1988, NWRA President Art Hughlett attended a meeting in the Centennial Valley of Montana at the ranch of Mr. John Taft, President, The Conservation Endowment Fund. The meeting was called to discuss "The Need for Wildlife Sanctuaries on Public Lands." Fourteen organizations were represented.

President Hughlett reports as follows on the meeting:

"Considerable amount of time was spent discussing trapping and what can and should be done to stop the use of steel-jawed leg-hold traps. The main topic, however, revolved around hunting on wildlife refuges and how it can be stopped."

"Dr. John Grandy, vice-president of the Humane Society of the United States, discussed a bill (H.R. 2724) introduced by Congressman William Green (R-NY). This bill is designed to limit the killing of wildlife in the National Wildlife Refuge System (NWRS). Most of the people present were enthusiastic about this bill and pledged the support of their organizations. I felt that the National Wildlife Refuge Association could not

support H.R. 2724 in its present form and may not support it at all.

"Almost everyone present voiced strong support for an Organic (or Policy) Act for the refuge system. Hardly anyone had given thought to the complexity of the system and the myriad laws, rules, and orders under which refuges are acquired, developed and managed. I offered the cooperation of the NWRA in drafting an Organic/Policy Act if funds can be found to hire a person for the time required. Only the Wilderness Society and Defenders of Wildlife are working on such an act at this time.

"After much discussion, the group agreed to form a coalition to support, strengthen and change the NWRS. They chose the name 'Refuge Reform Coalition' with the subtitle, 'To Restore the Integrity of the National Wildlife Refuge System.' Representatives of Defenders of Wildlife, the Sierra Club and NWRA abstained.

"The newly-formed coalition agreed that their first action would be to actively support the passage of H.R. 2724. Also, after an Organic/Policy Act is drafted and proved acceptable to the coalition, they will vigorously support passage of such a bill. All present were counselled that passage of any legislation to limit hunting on refuges, and especially an organic/policy act for the refuge system, may take several years of sustained effort.

"The NWRA was the only organization present that supported management of wildlife populations, including under certain conditions, recreational hunting and both commercial and recreational trapping on National Wildlife Refuges. This meeting did provide an excellent forum for the exchange of ideas between groups that rarely communicate with each other. I was impressed with the support for wildlife refuges in general expressed by almost everyone present.

"The new coalition will hold a follow-up meeting in Denver, probably in January, 1989 to urge other organizations to join the coalition. I have been invited to attend in an advisory role. I will keep you informed."

A Plus For The Piping Plover

Early this year there was much ado about the future of the piping plover, an endangered species whose future is closely linked to recreation activities that increasingly dominate their nesting habitat on east coast barrier islands. Data assembled from monitoring a traditional piping plover nesting area on the Chincoteague NWR convinced the refuge staff that restricting activity on the periphery of nest sites was not enough; the plover needed complete isolation from human intrusion. Plover vs local economy became a hot issue when former Chincoteague manager Dennis Holland announced plans for short term curtailment of all activity on a small and relatively inaccessible beach area at the south end of Assateague Island. Local officials speculated that restricting the public from the plover nesting environments, even for a period of a few weeks, would discourage tourists, reduce refuge visitation and cause heavy losses to local businesses. Assistant manager Bob Wilson, who inherited responsibility for implementing Holland's proposal, held firm.

The professional judgement of the refuge staff and insistence on strict compliance with statutes mandating prioritizing wildlife needs over other uses of National Wildlife Refuge properties were strongly supported by the Committee to Preserve Assateague Island, The National Wildlife Refuge Association and ultimately the Secretary of the Interior.

The results of the Chincoteague management decision for the 1988 piping plover and tourist season are now at hand; the number of fledgling plover increased more than fourfold, there was an increase in the number of refuge visitors and local economy was upbeat. Bob Wilson and acting manager Don Perkuchin are to be commended for their skillful diplomacy in curtailing public use on a portion of the Chincoteague Refuge beach for the benefit of an endangered species.

Similar restrictions were invoked on the Trustum Pond (RI), Parker River (MA) and the Forsythe (NJ) National Wildlife Refuges to afford the piping plover an added measure of solitude. Here too, the respective refuge managers, Charles Blair, John Fillio and David Beall; the first line of defense on people vs wildlife issues; performed admirably and deserve high praise.

1989 Chevron Conservation Awards

Nominations are being accepted through December 1, 1988, for the 1989 Chevron Conservation Awards Program. This program, in its 35th year, honors dedicated Americans who have made outstanding contributions to conservation, often without recognition.

Colleagues, friends and the general public are invited to nominate deserving candidates. Nominations should include a letter of recommendation that describes the nominee's achievements in detail. Complete information should be provided within the letter, including the nominee's address, telephone number and available documentation, such as magazine and newspaper articles. Also a brief biographical sketch of the nominee should be included. At least two additional letters of endorsement must support the nomination. The nominations will be judged by an independent committee of distinguished conservationists.

This information should be sent to: Chevron Conservation Awards Program, P.O. Box 7753, San Francisco, CA 94120-7753.

The 1989 Chevron Conservation Award winners will be honored at a Washington, D.C. banquet next May. Each will receive a \$1,000 honorarium, an engraved bronze plaque and a trip to the nation's capitol for the awards presentation.

The 1988 Awards ceremony, held May 18 in Washington, D.C., honored 11 citizens who made voluntary contributions to conservation and 10 professional conservationists who are employed by nonprofit organizations. Also honored were 5 nonprofit organizations.

Additional information about this program and its honorees can be obtained by calling (415) 894-2457 in San Francisco or (412) 456-3880 in Pittsburgh.

Refuge Briefs

The **Protection Island NWR** dedication on August 27 came off in grand style. Approximately 200 guests attended including Congressman Norman Dicks and Assistant FWS Director Marvin Plenert. Washington's Governor Booth Gardner arrived by helicopter with a suitable flourish. After some remarks and an unveiling of an informational sign at a mainland marina, approximately 70

people were taken aboard two chartered vessels and transported the short distance to the island. Once there, lunch was followed by a walking tour. Refuge personnel were very pleased with the overall results.

On August 17 the Service acquired control of the **Sweetwater Marsh** in San Diego Bay. This is to be an endangered species mitigation area. The species of concern will be the least tern and the light-footed clapper rail.

On August 19, the President signed a bill which created the **Grays Harbor NWR**, Washington. This is essentially the Bowerman Basin shorebird area. With a small exception, the land is owned by the Port of Grays Harbor. The Service has 18 months to purchase the land and develop a management plan for operation. This area is a critical shorebird staging point and it is an excellent addition to the NWRS.

An article announcing the proposed **Animas NWR** in Hidalgo County, New Mexico was printed in the April, 1988, FLYER. At that time it was number seven in priority as a FWS acquisition to be purchased with Land & Water Conservation Fund (LWCF) money. Letters to Congress urging purchase of this unique area could raise the priority and make the Animas NWR a reality. It is also important to let Congress know of your opposition to any move that could lead to the loss of LWCF money for refuge purchases. For current information on the proposed Animas NWR, contact Charles Ault, USFWS, P.O. Box 1306, Albuquerque, NM 87103-1306; or call Mr. Ault at (505) 766-2174.

Legislation to add 20,805 acres to the **San Francisco Bay NWR** was introduced March 29, 1988 by the Bay area Congressional Delegation. The bill, authored by Congressman Don Edwards (D-San Jose) could bring much of the San Francisco Bay's remaining wetlands under the protection of the refuge.

The bill adjusts the boundaries of the current 23,000 acre refuge to allow the addition of 20,850 acres of marshes, tidal flats, salt ponds, submerged lands and open waters in the South San Francisco Bay area. The bill is cosponsored by nine other members of Congress, and has the endorsement of seven nearby cities, three counties and forty-seven groups and organizations.

Region 5 Refuge Project Leaders Meeting

Past President Forrest Carpenter responded to an invitation from the FWS Boston regional office (Region 5) and attended a meeting of Region 5 refuge project leaders on August 2, 1988, at Mount Holyoke College, South Hadley, MA. He participated in a panel discussion with William Ashe of the Service, Lonnie Williamson of the Wildlife Management Institute and William Reffalt of the Wilderness Society. The discussion was intended to focus on three perspectives: The vision of the Refuge System by its founders; an assessment of where management of Refuges is now in relation to their vision; and what needs to be done in the future to keep us faithful to that vision.

Carpenter briefly recounted the history of our refuges from April, 1937, the time of his first involvement. This included some insights into the thinking of J. Clark Salter, J.N. "Ding" Darling and other early architects of the Refuge System.

He expressed a concern about the current tendency to make national wildlife refuge lands readily available for state administration and management. He also described the problem he has with current Service policies regarding hunting on National Wildlife Refuges. (Refer to the April 1984 and January 1985 issues of the BLUE GOOSE FLYER.)

Carpenter emphasized that present day refuges are the victims of very serious **national** environmental and sociological problems and that the very future of the refuge system hinges on nationwide solutions to these problems. These include acid rain, contamination from toxic wastes and farmland drainage, and the availability of adequate, good quality water. Public use by both recreational and commercial interests are increasing and must be controlled to the point where wildlife needs are not compromised.

In closing, Carpenter suggested that a properly developed Organic Act for the

National Wildlife Refuge System would be helpful to refuge managers in coping with political demands and short-sighted administrators, and that efforts to implement such legislation should not be abandoned.

Mississippi Valley Canada Geese

According to the University News Service of Southern Illinois University at Carbondale (SIUC), midwest wildlife experts expect the smallest fall flight of ducks in recorded history; but they also predict a record number of Canada geese.

Thomas C. Tacha, a wildlife biologist at SIUC, believes they could have nearly a million geese after the hunting season which is many more than they have had to winter before. There is serious concern that the adverse impact of the drought on corn and forage production will cause a severe food shortage in the dead of winter.

Tacha stated that the harvest quota is up 25 percent from last year, but the problem is that the total number of geese is up about 50 percent or maybe 100 percent. A mild winter and a warm spring could reduce the number of geese present and the quantity of food required. On the other hand a long, hard winter could create real problems such as starvation and disease for the geese that fail to move south.

The dilemma facing waterfowl managers is how to balance the goose population with the resources available. Once they arrive, 90 percent of the geese settle in five refuges: the Horseshoe Lake Conservation Area, the Crab Orchard National Wildlife Refuge, the Union County Conservation Area, Rend Lake and the Ballard County Wildlife Management Area in Kentucky.

Red Wolf Hangs On

We are indebted to Ginger Merchant Meese, Washington Representative,

Endangered Wildlife, Defenders of Wildlife, for the following up-to-date information on Red Wolf reintroductions:

"On September 14, 1987, the first captive red wolves, four pair, were released on Alligator River National Wildlife Refuge. Two of the pairs produced pups, and one from each litter survived although each lost a parent. The mother of one pup died of natural causes and the father of one was hit by a car. Each pup was successfully raised by the surviving parent.

"In a new captive breeding project at the refuge, a mother wolf produced a litter of seven. It is our understanding that at least four of these captive pups survived. Later three more of the adults from the release last fall died; two females died from apparent natural causes and one male was hit by a car. Two adult females were released to replace wolves that died.

"A pair of captive red wolves at Cape Romain National Wildlife Refuge produced a litter of four. Two male pups survived. The family was released on Bulls Island on July 8. By the end of the month the female had been killed by an alligator. The surviving male cared for the pups. They have been avoiding the area where the female was taken.

"The Service plans to place a wolf pair on Horn Island, Mississippi, later this year. The Red Wolf Recovery Plan calls for successful re-establishment of three permanent self-sustaining wild populations. The Service is planning on another mainland reintroduction in 1980 when a suitable location has been chosen."

Editor's note: Ginger Meese is an ardent proponent for saving the native wolves. She grew up in North Carolina and has therefore been especially concerned with the reintroduction of red wolves on the Alligator River NWR. Ginger is also the Washington contact for her organization on the new effort to reintroduce the gray wolf in the Northern Rockies.

Hazardous Wastes — Crab Orchard NWR

The Crab Orchard National Wildlife Refuge in Southern Illinois has been a focal point of concern because of contamination from toxic wastes. The BLUE GOOSE FLYER of April 1985 first called attention to this problem.

Briefly, the act creating the Crab Orchard NWR included lands and buildings that comprised the former Ordill Ordnance Plant. The legislation mandated that the ordnance plant be made available for industrial leasing. One of the industrial tenants, the Sangamo Electric Company, occupied a site on the refuge from 1946 to 1962. In 1983 it was found that Sangamo had left a toxic waste dump on land near Crab Orchard Lake when they ceased operations in 1962. Indications were that some contaminants may have entered the lake from this dump. Accordingly, a nationally-recognized engineering firm, O'Brien and Gore, was contracted to identify the contaminants, determine the degree of hazard, assess the risks to human health, wildlife and the environment, and recommend the most feasible method of cleanup and disposal. The study, called a remedial investigation (RI), was under guidelines established for so-called "Superfund sites" by the U.S. Environmental Protection Agency (EPA).

The study has now been completed and a summary of its findings was published by the EPA in August 1988. The study found that contamination existed not only at the former Sangamo site but, in varying degrees at 30 other locations on the refuge. Of these, little or no contamination was found at 9 sites, and contamination at 12 sites downstream of active industrial operations, including Crab Orchard Lake, were not considered to pose a current threat to human health, wildlife or the environment. Three areas have been recommended for further evaluation by the U.S. Department of Defense since they are directly related to operation of the former ordnance plant.

One or more contaminants were found on 7 sites of primary concern. These included PCBs, lead, cadmium, arsenic, cyanide and mercury. These sites include various landfills and drainage pools as well as the former Sangamo

site. The cost of cleaning up the contaminants are estimated at between \$6.8 and \$10 million.

The contamination problem at Crab Orchard is probably comparable to thousands of other areas in the nation, including other National Wildlife Refuges. It is most disturbing to realize that this one local problem exemplifies the enormous challenge facing our nation in locating and identifying hazardous waste sites and in carrying out the enormously expensive clean-up operations. Above all, we need an intensified educational program to acquaint our citizens with the damage resulting from our careless disposal of toxic materials. Unless current practices are changed, we are facing a catastrophic future.

Arctic Oil Update

On September 2, 1988, the U.S. Fish and Wildlife Service released its draft legislative environmental impact statement on a proposal to exchange lands within the Arctic NWR for Native inholdings on National Wildlife Refuges in Alaska. See the BLUE GOOSE FLYER of January 1988 for further information on this proposal. We reported previously that the exchange involved some 591,000 acres of inholdings for approximately 166,000 acres within the Arctic NWR coastal plain. The current draft EIS indicates, however, that the inholdings will amount to some 891,000 acres. The Service will be accepting public comments on the document through October 24, 1988, at their Anchorage regional office, U.S. Fish and Wildlife Service, 1011 E. Tudor Road, Anchorage, AK 99503, attention: 1002 Project Manager.

Conservationists, including the NWRA, have been hoping for a delay by the House Interior Committee in clearing an oil and gas leasing bill. House Speaker Jim Wright is pushing to clear a leasing bill but Congressman Morris Udall (D-AZ), Chairman of the Interior Committee, favors his own bill, H.R. 39, to designate as protected wilderness the area targeted by oil companies, 1.5 million acres on the Arctic NWR coastal plain (the so-called Section 1002 study area). The Udall bill now has 110 sponsors. Nine senators are sponsoring a similar bill, S.1804. It is still questionable whether any bill will clear the Congress prior to its adjournment later this month.

Matagorda Island

The Interior Department Appropriations Bill, signed by the President on September 29, 1988, includes \$5.5 million for purchase of the final tract of the Wynne Ranch properties on Matagorda Island, Texas. As reported in the July 1988 FLYER, the House, in approving the appropriations bill, specified that "None of the funds provided may be used for the planning, implementation or financing of agreements or arrangements with other entities for the management of U.S. Fish and Wildlife Service refuges, exclusive of Waterfowl Production Areas, except for agreements or arrangements existing as of the date of enactment of this Act." The Conference Committee Report specified, however, that only the "Wynne Complex on Matagorda" be restricted to Federal management. We had hoped that the language in the House version would have prevailed, but we are gratified that we have apparently been successful in seeing that this \$5.5 million appropriation did not buy land for administration by the State of Texas.

Unfortunately, this may be only a temporary victory. Some are interpreting the measure to apply only to Fiscal Year 1989 because it is part of the annual appropriations bill and not a separate act of Congress. We understand that key leaders in the Texas Parks and Wildlife Department are already planning a new offensive to take over the Wynne Ranch to bring all of Matagorda Island under state management. Our real victory is in winning the appropriation of \$5.5 million to complete this valuable addition to the Aransas National Wildlife Refuge.

The NWRA is working for legislative protection against political raids on even the smallest segment of the National Wildlife Refuge System. Some of the raids are much more subtle and insidious than the case at the Matagorda, often with deadly results, such as the permanent loss of water that gave life to the north unit of Bitter Lake NWR in New Mexico and the continuing loss of water, in both quantity and quality, in Stillwater NWR in Nevada.

Executive Vice-President

As reported in the July 1988 FLYER, the NWRA is in the process of establishing a new, full-time position of Executive Vice-President in the Washington, D.C. area. The position has been advertized and the committee assigned to the search has set November 1, 1988, as the closing date for applications. Several letters and resumes have been received. These, and any additional ones which may be forthcoming, will be reviewed by the committee immediately after the closing date. Any one interested in this position should make his or her interest known to Marcus C. Nelson, National Wildlife Refuge Association, 4216 Downing Street, Annandale, VA 22003, (703) 256-3566.

FWS Personnel Actions

John Rogers, formerly with Fish and Wildlife Enhancement, has recently been appointed to the position of Deputy Assistant Director for Refuges and Wildlife, Washington, D.C.

Joe Mazoni, formerly Deputy Assistant for Refuges and Wildlife in Region 7 has been appointed to fill the position of Assistant Regional Director for Refuges and Wildlife in Region 2, recently vacated by the retirement of Ellis Klett.

Robert Karges, from the Wichita Mountains Refuge, was selected to fill the Refuge Chief job recently vacated by the move of Jim Gillett to the Boston Regional Office. Bob was to report to Washington around October 1.

In an apparent reassessment of the Associate Managers for Refuges and Wildlife positions (formerly Refuge Supervisors) in all of the regions, the service has announced and advertized 15 of the original 21 positions for filling. We understand that 7 of the 15 positions are being readvertized, indicating that tentative selections may have been made by the regions for some of the positions. Announcements of some of these actions will no doubt be forthcoming from the regions soon.

The grade levels of eleven outstanding National Wildlife Refuges have been raised to GM-14. The Fish and Wildlife Service has announced and advertized the positions and selections are in the process of being made for the following refuges: The Arctic, Yukon and Kenai in Alaska; Klamath Basin, Wichita Mountains, Upper Mississippi, Crab Orchard, Okefenokee, Chincoteague, Savannah Complex and Charles M. Russell.

Membership Renewal and Recruitment

With this issue of the FLYER we make our annual appeal to members to be aware of the upcoming membership invoice you will be receiving in a separate mailing. We hope that you will give this priority by completing and returning it with at least the basic Associate Member dues of \$15.00.

In reviewing membership statistics for the period 1984 through 1987, paid members have averaged slightly above 700. Surprisingly though, is the loss of

about 100 each year that do not renew their membership. That is a high attrition rate and in order to maintain our strength, we must have a maximum of renewals plus action on your part to recruit new members.

No one put the problem more succinctly than President Art Hughlett in an appeal to a group of ardent wildlife supporters: "Together we can face the threats to refuges from all directions. The larger our organization, the more resources we have to fight off those who would use refuge lands and waters for their own personal gain."

The National Wildlife Association is on the threshold of advancing to the status of a larger and stronger organization to meet the growing threats to the refuge system. We need your support and the support of many new members to succeed in the recruitment and retention of an Executive Vice-President to be our Washington, D.C. representative.

YOUR SUPPORT IS VITAL. RENEW FOR THE 1989 MEMBERSHIP YEAR. JOIN THE NWRA FOR THE FIRST TIME OR COME BACK IN IF YOU HAVE LET YOUR MEMBERSHIP SLIDE.



DON'T JUST STAND THERE HONKING.
JOIN OUR FLOCK!

National Wildlife Refuge Association
P.O. Box 124 / Winona, Minnesota 55987



BLUE GOOSE FLYER

The BLUE GOOSE FLYER is published periodically by the National Wildlife Refuge Association to inform its members about current issues affecting the National Wildlife Refuge System and about Association activities.

Subscriptions (memberships) are available at \$15 per year.



Forward to: E. Me Hott

CM 88
FRIENDS OF THE MINN VALLEY
~~PO BOX 20244~~
BLOOMINGTON MN 55420

9400 Old Cedar Ave. So
#101

Bloomington, MN
55425

FIRST CLASS MAIL



THE SECRETARY OF THE INTERIOR

WASHINGTON

August 13, 1990

For Elaine

*rec'd
9/5/90
\$500 with # of persons
& money soon.*

SI-153

Mr. James R. Gasser
4123 Whispering Lane
Annandale, VA 22003

Dear Friend:

You are cordially invited to attend the fourth annual Take Pride in America National Awards Ceremony on Tuesday, September 18, at 10:00 a.m. This year, the ceremony will be held at the Rainbow Fountain on The Mall in Washington, D.C. Take Pride in America national spokesperson, actress Linda Evans, will be one of our honored guests. For their exemplary projects and programs, national award winners will receive public recognition at this ceremony, which will be attended by many Take Pride in America friends and supporters from across the country.

A reception for all awards program participants will take place on the evening of Monday, September 17, at 6:00 p.m. at the Washington Marriott Hotel. Everyone is encouraged to attend this gala event, which is generously sponsored by the American Recreation Coalition and The Nashville Network (TNN). Appropriate dress for both events will be business attire.

A special information packet that includes your tickets will be available for pick-up at the U.S. Department of Interior, 1849 C Street, N.W., from 9:00 a.m. to 4:00 p.m. on Saturday, September 15, from 12:00 noon until 4:00 p.m. on Sunday, September 16, from 9:00 a.m. until 4:00 p.m. on Monday, September 17, and from 6:30 a.m. until 8:00 a.m. on Tuesday, September 18. It is absolutely essential that your packet be picked up before 8:00 a.m. on the day of the ceremony.

To assist in planning your trip to Washington, enclosed is additional information on special airline and hotel rates that are being offered in conjunction with the ceremony. I look forward to seeing you on The Mall.

Sincerely,

Manuel Lujan Jr.

*United 6:30 AM
Wash 11:04 AM*

at 5-8-PM

RSVP
202/208-1896
After August 20

Minnesota Valley opens state-of-the-art visitor center

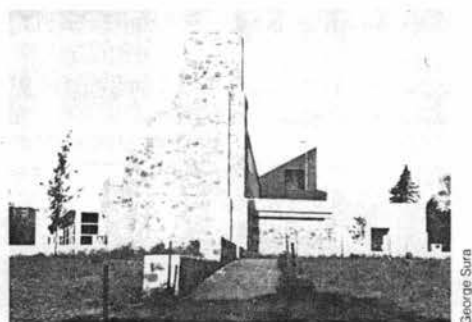
Minnesota Valley National Wildlife Refuge Visitor Center was officially dedicated September 14. The refuge is unique among wildlife refuges for its diverse habitat, large size, and close proximity to an urban area.

Nearly 400 people attended the ribbon-cutting ceremonies. Former Vice President Walter Mondale said, "It is a joy to be a part of the dedication. The visitor center will receive and educate literally millions of citizens throughout the Nation and the world. It should provide numerous opportunities for individuals to see, learn, and experience the magic of the river valley in all its abundance."

The visitor center provides an in-depth look at refuge management and plant and animal life via exhibits, interactive displays, computers, multi-image slide presentations, interpretive talks, and environmental education programs.

Congressman Martin Sabo announced approval of \$2 million to acquire additional land for the refuge during fiscal year 1991. He said, "The dedication of this spectacular facility is the culmination of an effort that began almost 20 years ago when a small group of Minnesota citizens became concerned about the future of the Minnesota River Valley. This visitor center, and the refuge that surrounds it, stands as a testimony to the determination and hard work of the Friends of the Minnesota Valley. In short, without their dedication, there would be no visitor center dedication today."

Friends of the Minnesota Valley is an organization that has worked to preserve the diverse habitats and wildlife of the valley. Its efforts resulted in the establishment of Minnesota Valley National Wildlife Refuge in 1976. 



George Sura

Minnesota Valley's state-of-the-art visitor center is the culmination of a special partnership between the Service and local citizens.



A ribbon-cutting ceremony was part of the dedication of the Minnesota Valley's visitor center in Twin Cities, Minnesota, September 14. Left to right are James Gritman, regional director; Neil Peterson, mayor of Bloomington, Minnesota; Walter Mondale, former vice president; and John Hegstrand, member of "Kids for Saving the Earth."

Boxes benefit breeding birds

Bird species from kestrels to chickadees are benefitting from a Youth Conservation Corps project started at Jordan River National Fish Hatchery in Elmira, Michigan, in 1987. The enrollees build artificial bird nesting boxes from rough-sawn cedar, place them in suitable habitat, and maintain boxes put out the previous year. The project teaches that man can do things to benefit birds, in this case creating artificial nesting cavities. Natural nesting cavities in dead trees in northern Michigan have declined after more than a decade of cutting for use as firewood.

Biologist Rick Baetsen coordinates the project and is using boxes placed this year for

the saw-whet owl to determine resident breeding owl numbers, habitat selection for breeding, and adaptability to nesting boxes. A census is done each spring using tapes and listening for callbacks. Hopefully, the study will provide more information about this least-studied of the northern forest owls. Baetsen receives assistance with the study and the nest box program from refuge biologists, U.S. Forest Service wildlife biologists, and the Michigan Department of Natural Resources Non-game Wildlife Program.

The 22,000 acres of state-owned land surrounding the hatchery provides an ideal place for a nest box program. Almost all habitat cover types are used for nesting box placement. Wood duck boxes have been put out near the river's edge. Where the conifers that ribbon the river's edge meet the upland hardwoods, boxes are out for barred and saw-whet owls. Bluebird boxes are placed around the hatchery grounds. Additional boxes for bluebirds and kestrels are placed in fields and pastures.

The program is very successful. Bluebirds have returned to the hatchery grounds and up to 140 young are raised each year in the boxes.



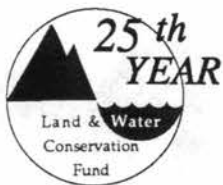
—Rick Baetsen
Jordan River National Fish Hatchery
Elmira, Michigan



Rick Baetsen

Youth Conservation Corps member Michelle Beckner places a saw-whet owl nest box in Jordan River State Forest.

1965 - 1990



The Silver Anniversary Update

#12 SEPTEMBER 1990

BUILDING A CONSERVATION AND RECREATION LEGACY

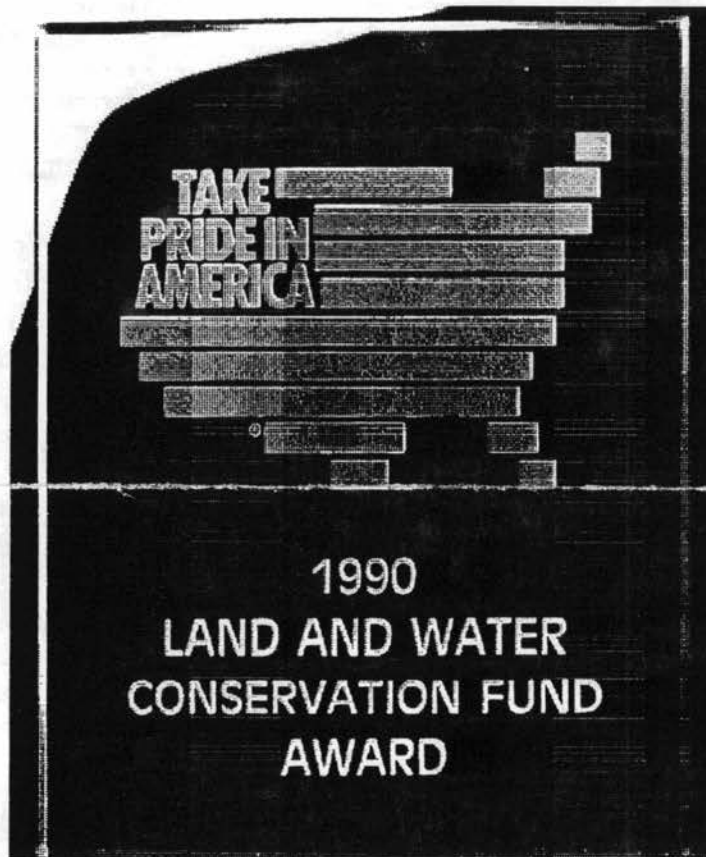
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Washington, DC - 18 September - On this cool crisp fall morning with the U.S. Army band playing smartly, the Secretary of the Interior, Manuel Lujan, Jr. and Take Pride In America (TPIA) national spokeswoman Linda Evans presented "crystal awards" to the one Federal and the two State/Local winners of this year's special LWCF/TPIA awards. Richard Houghton and the Orleans, Massachusetts Open Space Committee were commended for their role in encouraging acquisition and conservation by the Town of Orleans. Key recreational land on the Atlantic Coast has been preserved with assistance from an LWCF grant. The other State/Local winner was the Association for the Eno River Valley of Durham, North Carolina. With the support of 10 LWCF grants, this de-

icated group has been instrumental in planning, acquisition and development of recreation areas along the Eno River, which winds through two counties in central North Carolina. In the "Federal" category, the Friends of the Minneso-

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Above is the special LWCF/TPIA award presented to the three winners. Photo by Mike Rogers.



Mike Bosanko, Elaine Mellott & Thomas Larson of the Minnesota Valley National Wildlife Refuge, MN (Photographs by J. Gasser)



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It served this mighty nation
Before it was too late."*

And ends:

*"And, through your action,
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Copies are available from Bob upon writing.

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Friends of the



Box 20244
Bloomington, MN
55420

Press Release

FOR IMMEDIATE RELEASE

Friends of the Minnesota Valley an award winner in the
Take Pride In America National Awards Program

At the fourth annual Take Pride In America National Awards Ceremony held in Washington, D.C., on Sep. 18, Secretary of the Interior Manuel Lujan presented the Land and Water Conservation Fund's Special Award to the Friends of the Minnesota Valley. 1990 marks the twenty-fifth anniversary of the Land and Water Conservation Fund. The Friends was nominated for this award by the Fish and Wildlife Service's Minnesota Valley National Wildlife Refuge, and was represented at the ceremony by its president, Elaine Mellott, and board member Mike Bosanko, as well as Refuge Manager Tom Larson. The Friends is a non-profit citizen's organization whose purpose is to manage and conserve the natural resources of the lower Minnesota River Valley.

(documentation attached)

CONTACT: MIKE BOSANKO

475-0253

2090 Shoreline Dr.
Wayzata, MN 55391



TAKE PRIDE IN AMERICA

The Take Pride in America campaign was conceived in 1985 as a national effort to preserve America's natural, cultural and historical resources. The campaign consists of a partnership between public agencies and private organizations. Participation is voluntary, from the highest levels on down. The U. S. Department of the Interior has joined 11 other federal agency partners which actively support the campaign. Additionally, most states and a host of private sector partners -- businesses, civic groups, trade and professional associations, service organizations, and educators -- have pledged their support for Take Pride. Advocacy for the campaign continues to build, and Take Pride has been endorsed by The White House as part of President Bush's "Thousand Points of Light" Initiative.

TAKE PRIDE IN AMERICA ANNOUNCES LAND AND WATER CONSERVATION FUND SPECIAL AWARD WINNERS

Secretary of the Interior Manuel Lujan today announced the winners in the special category included in the 1990 National Awards program to commemorate the 25th anniversary of the Land and Water Conservation Fund (LWCF). The special awards will be presented during the Take Pride in America National Awards Ceremony at The White House in ~~late July~~ *September*.

The federal winner was the **Friends of the Minnesota Valley**, nominated by the U.S. Fish and Wildlife Service for their support of the establishment, acquisition and management of the Minnesota Valley National Wildlife Refuge, Recreation Area and State Trail in the Twin Cities Metropolitan Area of Minnesota.

1990 Special Awards

DISTINGUISHED SERVICE

For her talent and time serving as a national spokesperson for the Take Pride in America campaign, **Miss Linda Evans** has earned the **Distinguished Service Award**. Miss Evans volunteered to make public service announcements for national distribution, in addition to special ads for each state partner in the campaign. Her enthusiastic commitment to preservation of public resources through participation in the Take Pride campaign is representative of her dedication to responsible stewardship.

EARTH DAY

The four members of **The Oak Ridge Boys** are recipients of the **1990 Earth Day Award** for their volunteer service to the preservation of public resources. One of country music's hottest groups, the Oaks have been outstanding ambassadors for the Take Pride campaign. Each member of the band has made a personal commitment to some area of America's outdoors. **Richard Sterban** instituted a recycling program in his home town, Hendersonville, Tennessee, and encourages the community to collect glass, plastics and paper to be recycled. **Joe Bonsall** has initiated a cleanup program at Old Hickory Lake in Hendersonville. **Duane Allen** is involved in tree-planting projects in the Hendersonville area. And, **Steve Sanders** visits elementary schools, where he discusses environmental responsibility with 5th and 6th graders and challenges them to "take pride."

* LAND AND WATER CONSERVATION FUND

Richard Houghton and the Orleans, Massachusetts Open Space Committee are commended for their role in encouraging acquisition and conservation by the Town of Orleans. Key recreational land on the Atlantic Coast has been preserved with assistance from a Land and Water Conservation Fund grant.

Also, winning in this category is the **Association for the Eno River Valley**. With the support of 10 Land and Water Conservation Fund grants, this dedicated group has been instrumental in planning, acquisition and development of recreation areas along the Eno River, which winds through two counties in central North Carolina.

In the "Federal Recreation Area" category, the **Friends of the Minnesota Valley** are recognized for their consistent commitment to establishment, purchase and management of the Minnesota Valley National Wildlife Refuge, Recreation Area and Trail in the Twin Cities Metropolitan area.

1965 - 1990



The Silver Anniversary Update

#12 SEPTEMBER 1990

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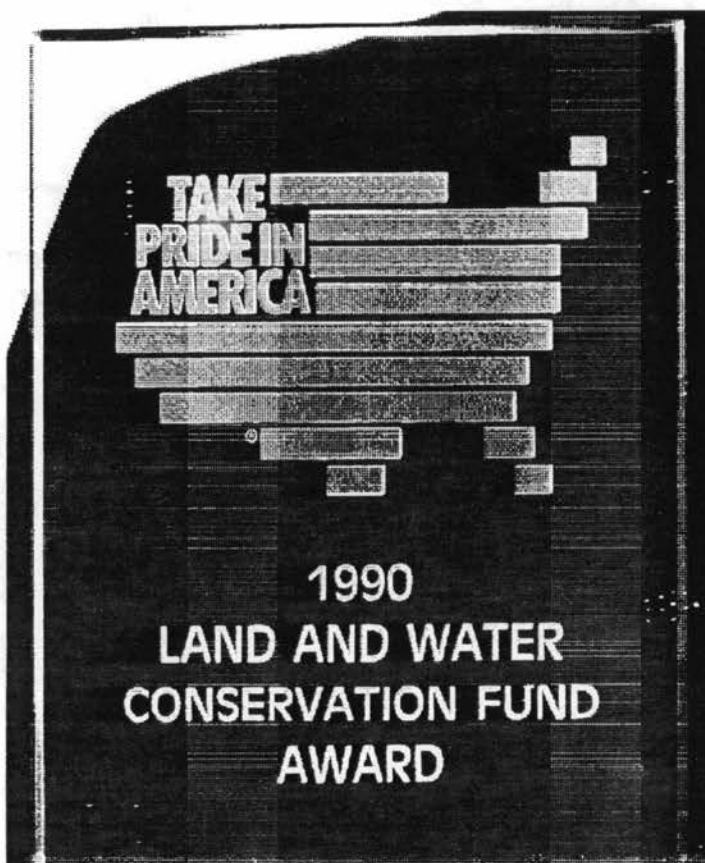
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TAKE
PRIDE IN
AMERICA

SP
FYE
EM
year's
scout

To = Minn Valley NWR
Take Pride In America

News Release

For Information Contact: Take Pride In America, National Campaign HQ, Washington, D.C. 20240

FOR IMMEDIATE RELEASE
June 15, 1990

For more information, contact:
Jim Gasser; 202/343-3700

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There are two winners in the State/Local category. The National Park Service Mid-Atlantic Region nominated winners Richard Houghton and the Orleans, Massachusetts, Open Space Committee for their encouragement of the Town of Orleans' acquisition and conservation of key recreation shore land on the Atlantic Coast, assisted by a LWCF grant.

The NPS Southeast Regional Office's nomination of the Association for the Eno River Valley of North Carolina also was a winner. The Eno Association was chosen for its outstanding assistance, over a 25-year period, to state and local agencies in the planning, acquisition and development of recreational areas along the Eno River in Orange and Durham Counties. Ten LWCF grants were involved in these efforts.

→ The federal winner was the Friends of the Minnesota Valley, nominated by the U.S. Fish and Wildlife Service for their support of the establishment, acquisition and management of the Minnesota Valley National Wildlife Refuge, Recreation Area and State Trail in the Twin Cities Metropolitan Area of Minnesota.

The LWCF program provides federal monies matched by state and local funds to support the acquisition of land for parks and facilities. It also provides funds for federal land managing agencies for the purchase of land for federal park, refuge and recreation facilities.

Take Pride in America is a national campaign to increase awareness of the need for wise use of the nation's public resources, encourage an attitude of stewardship and responsibility toward public resources, and promote volunteerism.

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SPECIAL LAND AND WATER CONSERVATION FUND/ TAKE PRIDE IN AMERICA AWARDS APPLICATION

5/30/90

J. Larson
5/30/90

NOMINEE INFORMATION

(Please type)

Name of Individual/Group Being Nominated* Friends of the Minnesota ValleyL&WCF Project Minnesota Valley National Wildlife Refuge

Project Number _____

Project Location Bloomington, MinnesotaManaging Agency U.S. Fish and Wildlife ServiceNominee Address Box 20244Bloomington

City

Minnesota

State

55420

Zip Code

Contact in Nominee's Organization Elaine Mellott Title PresidentDaytime Phone Number (612) 853-6086 Category Name Initiation/Operation

Type of Organization (Check Only One)

- ☐ Civic ☐ State ☐ Federal ☐ Military ☐ Media ☐ Conservation ☐ Employment
☐ User-Group ☒ Citizen ☐ Youth ☐ Fraternal ☐ Professional ☐ Corporation ☐ Location
☐ University ☐ Community ☐ Other (Specify) _____

Responses must be confined to the space provided on the application. (do not "redneck" your answers)

1. DESCRIPTION: Describe your activity as it relates to L&WCF project. (e.g., public initiation of a project or public participation in ongoing operations of an existing facility).

Members of the Friends were active in promoting the establishment of the Minnesota Valley National Wildlife Refuge, Recreation Area and State Trail in 1976 and have been active participants in the continuing refuge development. The Friends have been effective because of active participation at public meetings, many presentations at governmental hearings and meetings, wide-spread urging of citizen involvement, and regular contacts with congressmen.

2. PURPOSE: Why did you conduct this particular activity?

The activities of the Friends are guided by the mission "to preserve the natural and cultural resources of the Minnesota Valley, while promoting wildlife oriented education, recreation and compatible economic opportunity."

* If there is more than one group involved in this nomination, name the lead group on the application, then provide the organization name, address and phone number of the other groups on a separate sheet of paper.

05/24/90

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3. METHOD: How did your activity further the Take Pride in America and L&WCF goals?

Through the activities of the Friends and in the spirit of cooperation endorsed by the President's Commission on American Outdoors, the U.S. Fish and Wildlife Service has been able to acquire lands within the metropolitan area of the Twin Cities, Minnesota that will help meet the present and future demands of the American people for wildlife-oriented outdoor recreation. By promoting the development of an education center, the Friends will have a long-lasting effect on fostering citizen responsibility and active involvement in public land issues.

4. RESULT: What effect did your activity have on public awareness of the need for wise use of public land and resources and the use of L&WCF monies?

The Friends' activities have drawn wide attention to the need to preserve the Minnesota Valley. Beginning from a handful of citizens, the Friends now have about 250 members, which includes some corporate members, and have gained national recognition for their efforts through a 1988 "Audubon" article and the 1988 Alexander Calder Conservation Award to their president. The Friends are sought out by other groups in and outside government to advise on their methods for success in resource and conservation issues.

5. INVOLVEMENT/COMMITMENT: Answer only one of the following (as appropriate to your category selection).

A. Individual category: Explain the extent of your personal contribution to this activity.

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In addition to expanding their membership, the Friends have been successful in encouraging other conservation groups to actively support the Refuge and its mission. Also, the Friends have raised approximately \$50,000 for a program to educate and encourage private landowners adjoining the refuge to preserve the wildlife values of their property. And, they have strongly supported the volunteer program of the refuge by recruiting volunteers and providing funds. The refuge has nearly 100 active volunteers.

NOMINATOR INFORMATION

Nominator Name Thomas J. Larson

Organization Minnesota Valley National Wildlife Refuge

Title Refuge Manager **Daytime Phone Number** 612-854-5900

Address 3815 East 80th Street

Bloomington

Minnesota

55425-1600

City

State

Zip Code

AWARDS APPLICATION PACKAGE CHECKLIST:**Required Submissions:**

- ☒ Complete Awards Application
- ☒ Two-page Summary Statement

Friends of the Minnesota Valley

The Friends of the Minnesota Valley (Friends) is a result of a long history of citizen involvement in the protection and preservation of the lower stretches of the Minnesota River valley. The Friends were formed on June 21, 1982. Their membership includes individuals from a variety of professions and backgrounds, but all share a concern for the protection of the wildlife and habitat along the Minnesota River.

Members of the Friends were active in promoting the establishment of Minnesota Valley National Wildlife Refuge, Recreation Area and State Trail in 1976, and they have been active participants in the refuge development since then. The specific objectives of the group are:

- !Encouraging implementation of refuge and recreation area goals.
- !Promoting popular awareness of the refuge and recreation area.
- !Monitoring a diversity of land uses for compatibility with the purpose of the refuge and recreation area.
- +Providing public involvement in management decision making.
- +Soliciting funds for land acquisition.
- !Enlisting volunteers for refuge and recreation area program assistance.

Largely because of the efforts of the Friends, Congress has appropriated over \$12 million dollars for land acquisition on Minnesota Valley National Wildlife Refuge, \$6 million dollars for construction of an environmental education center on the refuge, and \$350,000 for operation of the center for the first year. Their efforts are continuing to secure the funding needed to complete land acquisition on the refuge.

The Minnesota Valley National Wildlife Refuge is an exceptional community and national resource. It is located within the metropolitan area of Minneapolis-St. Paul, Minnesota and is easily accessible to the metropolitan population of 2.2 million. Neighbors of the center include high rise hotels and the Minneapolis-St. Paul International Airport.

The refuge is an urban green belt along a 34 mile stretch of the Minnesota River from Fort Snelling to Jordan, Minnesota. Currently the refuge has 7,600 acres and is authorized to be 12,400 acres. The entire federal, state, and local project encompasses 26,000 acres. The refuge consists of large marsh areas bordered by grain terminals, highways, residential areas, office buildings, and farm fields. The cottonwood-lined Minnesota River completes the environment. Over 250 species of birds use the area, either year-round or during migration. The bird species are complemented by at least 50 species of mammals and 30 species of reptiles and amphibians.

Recreation that occurs on the refuge includes hiking, bicycling, horseback riding, picnicking, cross-country skiing, and wildlife observation. Hunting and trapping are allowed with a permit during special seasons. Nature interpretation and environmental education are also provided. The new environmental education center consists of 7,800 square feet of exhibit space, an auditorium, multi-purpose educational rooms, a resource library, and bookstore.

Since their formation, the Friends have developed excellent working relationships with Congressional delegations whose districts encompass the refuge. Through such activities as hosting an annual Congressional luncheon on the refuge and other regular contacts with the Congressmen, Senators and their aids, the Friends have established a credibility and rapport which has resulted in significant benefits to the refuge and to the preservation of wildlife habitat in the Minnesota Valley. Friends members have provided testimony in person in Washington at appropriation hearings supporting refuge development and land acquisition funds.

The Friends have established a Land Registry program in the vicinity of the refuge to encourage private landowners adjoining the refuge to preserve the wildlife values of their property. This program will create a buffer around the refuge and heighten citizens' awareness of wildlife and habitat values. The Friends have already raised \$50,000 in support of this program.

Many of the Friends also serve as refuge volunteers serving as refuge interpreters, trail monitors and on special refuge clean up projects. The group has also supported the volunteer program through fund raising efforts which has allowed the refuge to provide recognition items to volunteers who donate specific numbers of hours to the refuge.

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The Friends have done an outstanding job of promoting the funding and land acquisition of Minnesota Valley National Wildlife Refuge and of securing funding for the construction of the refuge environmental education center. The Land Registry program will promote the protection of the Minnesota River Valley habitats through private participation. The involvement in such refuge programs as the volunteer program, provides direct assistance to the daily operations of the refuge. The activity and success of the Friends is unusual and extremely noteworthy.



**TAKE
PRIDE IN
AMERICA**

1990
LAND AND WATER
CONSERVATION FUND
AWARD

Friends of the Minnesota Valley



Recreation Grants Division
National Park Service
NPS-784, P.O. Box 37127
Washington, D.C. 20013-7127

202/343-3700
fax - 343-3698

Note

To: *ms. mellett*

From: *Jim Lasser*

Date: *9 Oct 90 -*

*Enclosed are copies of
the Silver Update featuring
your award presentation.*

7
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TAKE PRIDE IN AMERICA AWARDS APPLICATION**

5/30/90

J. Lavon
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State

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☒ Two-page Summary Statement

Friends of the Minnesota Valley

The Friends of the Minnesota Valley (Friends) is a result of a long history of citizen involvement in the protection and preservation of the lower stretches of the Minnesota River valley. The Friends were formed on June 21, 1982. Their membership includes individuals from a variety of professions and backgrounds, but all share a concern for the protection of the wildlife and habitat along the Minnesota River.

Members of the Friends were active in promoting the establishment of Minnesota Valley National Wildlife Refuge, Recreation Area and State Trail in 1976, and they have been active participants in the refuge development since then. The specific objectives of the group are:

- +Encouraging implementation of refuge and recreation area goals.
- +Promoting popular awareness of the refuge and recreation area.
- +Monitoring a diversity of land uses for compatibility with the purpose of the refuge and recreation area.
- +Providing public involvement in management decision making.
- +Soliciting funds for land acquisition.
- +Enlisting volunteers for refuge and recreation area program assistance.

Largely because of the efforts of the Friends, Congress has appropriated over \$12 million dollars for land acquisition on Minnesota Valley National Wildlife Refuge, \$6 million dollars for construction of an environmental education center on the refuge, and \$350,000 for operation of the center for the first year. Their efforts are continuing to secure the funding needed to complete land acquisition on the refuge.

The Minnesota Valley National Wildlife Refuge is an exceptional community and national resource. It is located within the metropolitan area of Minneapolis-St. Paul, Minnesota and is easily accessible to the metropolitan population of 2.2 million. Neighbors of the center include high rise hotels and the Minneapolis-St. Paul International Airport.

The refuge is an urban green belt along a 34 mile stretch of the Minnesota River from Fort Snelling to Jordan, Minnesota. Currently the refuge has 7,600 acres and is authorized to be 12,400 acres. The entire federal, state, and local project encompasses 26,000 acres. The refuge consists of large marsh areas bordered by grain terminals, highways, residential areas, office buildings, and farm fields. The cottonwood-lined Minnesota River completes the environment. Over 250 species of birds use the area, either year-round or during migration. The bird species are complemented by at least 50 species of mammals and 30 species of reptiles and amphibians.

Recreation that occurs on the refuge includes hiking, bicycling, horseback riding, picnicking, cross-country skiing, and wildlife observation. Hunting and trapping are allowed with a permit during special seasons. Nature interpretation and environmental education are also provided. The new environmental education center consists of 7,800 square feet of exhibit space, an auditorium, multi-purpose educational rooms, a resource library, and bookstore.

Since their formation, the Friends have developed excellent working relationships with Congressional delegations whose districts encompass the refuge. Through such activities as hosting an annual Congressional luncheon on the refuge and other regular contacts with the Congressmen, Senators and their aids, the Friends have established a credibility and rapport which has resulted in significant benefits to the refuge and to the preservation of wildlife habitat in the Minnesota Valley. Friends members have provided testimony in person in Washington at appropriation hearings supporting refuge development and land acquisition funds.

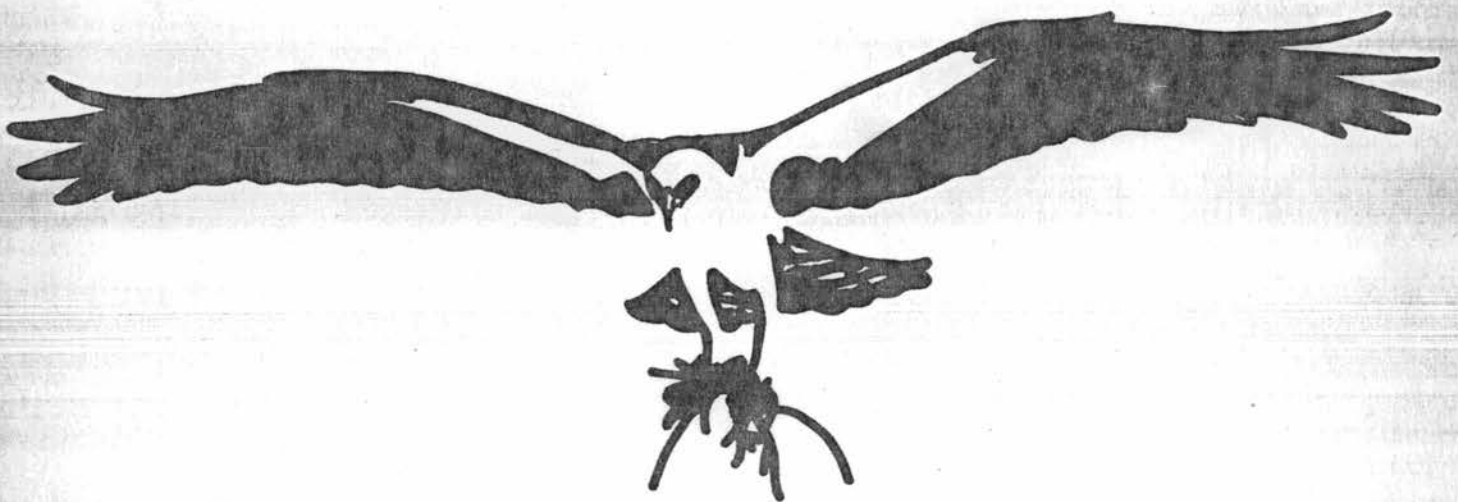
The Friends have established a Land Registry program in the vicinity of the refuge to encourage private landowners adjoining the refuge to preserve the wildlife values of their property. This program will create a buffer around the refuge and heighten citizens' awareness of wildlife and habitat values. The Friends have already raised \$50,000 in support of this program.

Many of the Friends also serve as refuge volunteers serving as refuge interpreters, trail monitors and on special refuge clean up projects. The group has also supported the volunteer program through fund raising efforts which has allowed the refuge to provide recognition items to volunteers who donate specific numbers of hours to the refuge.

The Friends' activities have drawn wide attention to the need to preserve the Minnesota Valley. Beginning from a handful of citizens, the Friends now have about 250 members, which includes some corporate members, and have gained national recognition for their efforts through a 1988 "Audubon" article and the 1988 Alexander Calder Conservation Award to their president. The Friends are sought out by other groups in and outside government to advise on their methods for success in resource and conservation issues.

The Friends have done an outstanding job of promoting the funding and land acquisition of Minnesota Valley National Wildlife Refuge and of securing funding for the construction of the refuge environmental education center. The Land Registry program will promote the protection of the Minnesota River Valley habitats through private participation. The involvement in such refuge programs as the volunteer program, provides direct assistance to the daily operations of the refuge. The activity and success of the Friends is unusual and extremely noteworthy.

COOPERATIVE ASSOCIATIONS
OR
CREATIVE REFUGE BUDGETING



HOW TO START
A COOPERATIVE ASSOCIATION

- A. Designate a Staff Member to be the cooperative association liaison
Include this duty in their performance standards and position description.
- B. Make a list of projects and equipment for which you need financial assistance.
- C. Designate association facilities
 1. Storage: protected and dry, for a minimum of one month of sales
 2. Sales: Bookshelves with access to the public and with room for multiple book display and tilted shelves, plus situated with line of sight to a staff member.
Cash register or cash box and a safe separate from the Government's safe.
- D. List the books to be sold
Ideas available from other associations, book stores, library, and Books In Print.
- E. Establish a written book sales policy to guide you during book sales selections.
- F. Receive approval for proposed sales items from Refuge Manager and Regional Office.
- G. Recruit and assemble a Board of Directors; hold an Orientation Session
Board members should plan to spend about 2-10 hours a month accomplishing Board business, with the exception of the business manager.
Positions to recruit for:
 1. Lawyer--assists with obtaining state incorporation and bylaws.
 2. Certified Public Accountant--acquires Federal 501(c)(3) nonprofit status through the IRS.
 3. Bookkeeper--a person willing to keep the books and file the necessary tax forms. The CPA or business manager may be able to do these tasks.
 4. Business Manager--this person must be willing to do the book stocking on a regular basis, purchase the books, and do the inventory. In small outlets government staff members may have to take over these responsibilities.
 5. Public Relations--disseminates news releases.
 6. Membership Chairman--administers membership drives.
 7. Secretary--takes notes at meetings and gets adequate insurance for association activities.
 8. Donations Manager--is responsible for all donation drives and for acquiring any grant money. Locates initial seed money requirements.
 9. President--acts as liaison with Refuge and ensures bylaws and articles of incorporation are followed.
- H. Places to go for Board recruitment:
 1. Chamber of Commerce
 2. Banks
 3. Civic Groups
 4. Conservation Groups
 5. Professional groups (i.e. bar association)
 6. Look in the telephone book
- I. Have Board meetings on a quarterly basis, as a minimum to begin. It may be decided that more or less are needed, as time goes on. Work directly with each Board member between meetings.

J. Obtain Official Documentation

1. Bylaws-- format available from the Regional Office
2. Articles of Incorporation--format available from the Regional Office
3. Service Agreement--format available from the Regional Office
Do not be afraid to modify the standard documents, but do get some advice
4. Insurance
5. State Tax Forms

K. Locate a source of seed money to purchase your needed stock: \$300 - \$1,000.
Go to these sources:

- | | |
|-----------------------|------------------------------------|
| 1. Banks | 2. Chamber of Commerce |
| 3. Civic Groups | 4. Conservation Groups |
| 5. Other associations | 6. Agreement with local book store |

L. Ordering Stock

1. Use printed purchase orders, available from office supply stores.
2. Set up inventory procedures--once a month is advised to begin.

M. Orienting Board Members

1. Purpose of Cooperative Association
2. Inform them of funding needs.
3. Make sure they are aware of the official documents and what they say.
4. How does the money the association make fit into the government funding picture..
5. Familiarise them with the book sales policy/criteria.
6. Let them know about the donation request form you will be giving the Board.

J. N. "Ding" Darling
National Wildlife Refuge
'Book Sales Quality
Statement
January 1986

To facilitate book selection for the "Ding" Darling Refuge Sales Outlet, the following guidelines are intended to assist the J. N. "Ding" Darling National Wildlife Society, Inc., Business Manager, the Refuge Association Liaison and the Refuge Manager in making appropriate sales item selections for the amount of space available. It is to be remembered that the final approval for all sales items rests with the Refuge Manager.

1. All items are to be of a high quality, often higher than that of items sold elsewhere on the island. Poor photos, amateurish art work, and poor reproductive quality will be considered low quality.
2. Items will be theme related. Theme related items will deal with wildlife and plants found on the island or in adjacent areas and/or with the ecology of South Florida. A theme related item will illustrate the purpose of the Refuge:
 - a. To protect and enhance approximately 5,000 acres of unique subtropical environments for wildlife.
 - b. To manage feeding, nesting and roosting habitat for...shorebirds, wading birds, waterfowl, raptorial and other migratory birds.
 - c. To provide for ...endangered and threatened species (indigenous to the island) including the Eastern brown pelican, American alligator, Florida manatee, and great white heron.
 - d. To provide wildlife oriented recreation and interpretation opportunities to over one million visitors annually.

And a theme related item will reinforce the goals of the Service and Refuge System.

Service Mission: "The mission of the U. S. Fish and Wildlife Service, which is responsible for wild birds, endangered species, certain marine mammals, inland sport fisheries, and specific fishery and wildlife research activities, is to conserve, protect, and enhance fish and wildlife and their habitats for the continuing benefit of the American people."

National Wildlife Refuge System Mission: "To provide, preserve, restore, and manage a national network of lands and waters sufficient in size, diversity and location to meet society's needs for areas where the widest possible spectrum of benefits associated with wildlife and wildlands is enhanced and made available."

Goals of the National Wildlife Refuge System:

- A. To preserve, restore and enhance in their natural ecosystems (when practicable) all species of animals and plants that are endangered or threatened with becoming endangered.
 - B. To perpetuate the migratory bird resource.
 - C. To preserve a natural diversity and abundance of fauna and flora on refuge lands.
 - D. To provide an understanding and appreciation of fish and wildlife ecology and man's role in his environment, and to provide refuge visitors with high quality, safe, wholesome, and enjoyable recreational experiences oriented towards wildlife to the extent these activities are compatible with the purpose for which the Refuge was established.
3. Items will be factually and scientifically correct. Experts in the field, of which the book deals, are to be asked to review prospective books should questions arise.
 4. The intent of all sales items will be conservation, education and interpretation of the island and Southern Florida ecology. Thus, a postcard depicting birds would be inappropriate unless the card also accurately identifies the species of birds. Another example would be the selling of a T-shirt with wildlife or mangroves on it. The graphics alone would be unacceptable, but with a quote such as "There is nothing useless in nature," by Montique, such an item would be acceptable.
 5. If the book item passes the above criteria, it will be tested to see if it is a good seller. Generally, a good seller is:

November - April: If over a two-month period, twenty (20) or more test items are sold.

May - October: If over a two-month period, twelve (12) or more test items are sold.

Exceptions will occur: For example, some books may not be good sellers, yet it is such a good theme related book that it will be carried anyway; yet all alternatives to cover the subject and eliminate the item are to be explored. Or some books may reach a different audience level. A deciding factor in a borderline case will be the amount of profit made on the item by the Society.
 6. Generally, no more than four (4) books covering a single subject (i.e., alligators, shells, flowers, etc.) or of a single type (i.e., coloring books) are to be carried. There is one exception: for subjects that are

strongly theme related (i.e., bird guides). At no time will more than eight (8) books, covering a single subject or of a single type be on display for sale.

7. Do Not's for sales items include:

- a. Items will not advertise or promote.
- b. Food, soft drinks or visitor convenience items that are sold by local businesses will not be sold.
- c. Due to space restrictions and the availability of craft items in the nearby area, these items will not be sold.

STOCKING GUIDELINES

FACTS that influence stocking:

- More books are sold in the strike zone (where a person looks when standing). Remember children have a different strike zone.
- More books are sold when they are displayed face out.
- The more they see, the more they buy.

DO the following:

1. Put items that people look for on the bottom shelf, i.e., maps.
2. Impulse items go in the strike zone.
3. Make shelves look full (usually 3-4 copies of each book will be displayed).
4. Shelves should be attractive and uncluttered.
5. Price tags should be discreet.
6. Publications should be displayed by subject.
7. When practical (remembering #6), stock smaller quantities above heavy, smaller to the left of heavy, and light colored to the left of dark colored items.
8. Display face out, though at times to create curiosity, some sections can be displayed in a face and spine combination.
9. Always use the feather duster after stocking.

CONTRIBUTION REQUEST

TO: "Ding" Darling Society Board of Directors

FROM: J. N. "Ding" Darling National Wildlife Refuge

Brief description of request:

Category: Interpretive Programs

Volunteer support

Free publications

Interpretation & Recreation
facility development

Equipment

Refuge related research

Exhibit activities

Other - Specify _____

Library activities

Amount requested:

\$

(List major items and prices if appropriate)

Source of supply: _____

Refuge priority:

Justification:

Authorized: Refuge Manager _____ Date: _____

Donations Committee Review: Recommended Not Recommended Date:

Board Review: Approved _____ Not Approved _____ Date: _____

Amount approved: \$

If not approved, reason why:

COOPERATING ASSOCIATIONS

U.S. FISH & WILDLIFE SERVICE POLICY: The Service may enter into an agreement to enhance the interpretive, educational and recreational objectives of a field station.

DEFINITIONS (8 RM 12): Cooperating associations are defined as private, non-profit, tax exempt organizations, incorporated in the State where their headquarters are located (and in other States, as necessary) and governed by articles of incorporation, organizational by-laws, and the decisions of their board of directors. The goals of cooperating associations include the improvement and advancement of interpretive and educational activities on refuges through the sale of high quality educational materials to refuge visitors and the subsequent donation of money, goods or services aimed at improving public service and environmental awareness.

HISTORICALLY: National Park Service initiated cooperating associations in the 1930's. Cooperating associations are now very common in the Park Service. Eastern National Park and Monument Association has outlets in 118 parks (and 12 associated agencies) in the eastern half of the U.S. In FY87, Eastern recorded \$11,296,264 in gross sales and \$4,967,638 in gross profits.

Refuges began operating cooperating association bookstore outlets in the late '70's. Today there are over 30 outlets in operation. Many of the outlets are extremely successful; (J.N. "Ding" Darling Refuge reported \$109,270 in gross sales in FY88).

AUTHORITIES: The authority to establish cooperating associations (enter into cooperative agreements and accept donations) is found in:

- the National Wildlife Refuge System Administrative Act of 1966, as amended
- the Refuge Recreation Act of 1962, as amended
- the Fish and Wildlife Act of 1956, as amended
- the Fish and Wildlife Coordination Act of 1934, as amended

BENEFITS OF A COOPERATING ASSOCIATION:

1. Additional service to the public - adds a dimension to the "visitor experience"
2. Educational opportunity - catches the visitor when his/her interests are peaked!
3. Positive public relations tool -
 - =offering the additional service
 - =putting your staff in contact with more visitors through sales activities
 - =working with a board of directors (or agency representatives):
 - the board members can offer outside expertise in law, business management, etc.
 - the board can share their "contacts", serve as spokesmen for the Refuge and FWS, and serve as volunteers!

BENEFITS OF A COOPERATING ASSOCIATION continued. . .

4. Additional funding - utilized to enhance interpretive, educational and recreational programs
 - =printing
 - =purchasing: displays, teacher aids, audio visual equipment, computers, etc.
 - =donations: awards/gifts for refuge volunteers, supplies and equipment, training opportunities

SETTING UP A COOPERATING ASSOCIATION SALES OUTLET:

1. Determine whether your station is SUITABLE for a cooperating association sales outlet. Consider:
 - station objectives
 - staff/volunteer availability to administer the program
 - level of visitation
 - hours of operation of center or office
 - center/office location (what is the existing availability of educational materials in your area?)
2. Establish the GOALS of your operation:
 - what services you wish to offer
 - what you hope the association will do for you (list projects/equipment for which you need financial assistance.)
3. Designate a staff member to be the cooperative association liaison. Include this duty in his/her performance standards and position description.
4. Designate association facilities:
 - storage: protected and dry, for a minimum of one month of sales
 - sales: bookshelves with access to the public (multiple book display, tilted shelves, neat, inviting) situated within line of sight of staff member/volunteer; cash register/cash box; a safe separate from the Government's safe
5. Make up a draft list of the types of books and other items you would like to sell. Authorized to sell interpretive and educational items, such as:
 - publications
 - maps
 - audio-visual aids
 - handcrafts

Items MUST be:

- directly related to the interpretive and educational themes of the refuge or FWS
- high standard of quality: should meet Service editorial standards
- approved by the project leader, in advance of sale
- sold at fair market value

ITEMS continued . . .

Establish a written "inventory item policy" to guide you during sales item selection.

Sources for inventory ideas: other associations, bookstores, catalogues, libraries, and Books In Print.

Visitor convenience items may be sold where no other outlet is readily available:

- postage stamps
- undeveloped film/videotape
- aspirin/antacids
- insect repellant, sunscreen, etc.

6. Decide whether to join up with an existing cooperating association or create your own.

-existing associations:

- =Eastern National Park and Monument Association
- =Grand Teton Natural History Association
- =Alaska Natural History Association
- =Midwest Interpretive Association

-refuge-specific associations:

- =J.N. "Ding" Darling National Wildlife Refuge Society
- =Loxahatchee Natural History Association
- =San Francisco Bay Wildlife Society
- =Seney Natural History Association

6a. If you establish your own cooperating association you will need to establish a Board of Directors, the size may vary: you will need an odd number for a quorum of non-Service members.

Board recruitment sources: banks, conservation groups, civic groups, professional groups, the Chamber of Commerce, etc.

Positions to recruit for:

- Lawyer: assists with obtaining state incorporation and by-laws
- Certified Public Accountant: acquires Federal 502(c)(3) non-profit status through the I.R.S.
- Bookkeeper: maintains the books and files the necessary tax forms (the CPA or Business Manager may be able to do these tasks)
- Business Manager: maintains bookstore inventory and completes all inventory reports (in small outlets government staff members may have to take over these responsibilities)
- Public Relations: disseminates promotional material
- Membership Chairman: administers membership drives
- Secretary: takes notes at meetings and gets adequate insurance for association activities
- Donations Manager: responsible for all donation drives and for acquiring any grant money; locates initial "seed money" requirements
- President: acts as a liaison with the Refuge and ensures that by-laws/articles of incorporation are followed

BOARD OF DIRECTORS continued. . .

Board meetings should be held on a quarterly basis (as a minimum) to begin with. It may be decided that more or less are necessary, as time goes on. Work directly with each Board member between meetings. It is wise to avoid doing Service business with board members (a conflict of interest can lead to the loss of your IRS tax-exempt status).

The entire association membership, but particularly the Board, should be well acquainted with Refuge and Service objectives. They should have a complete understanding of how the association fits into the "complete picture".

7. Whether you join up with an existing association or create your own, there will be official documentation necessary for your operation:
 - state tax forms
 - insurance
 - Service agreement
 - articles of incorporation
 - by-laws
8. Establish an initial sales inventory. Finalize your list of sales items; have each item pre-approved by the project leader. Locate a source of seed money to purchase your stock (\$300 - \$1000).

Sources of "seed money":

- the cooperating association
- banks
- civic groups
- Chamber of Commerce
- conservation groups
- other associations
- loans (National Fish and Wildlife Foundation)

9. Establish management practices (good idea to put them in writing):
 - bookkeeping procedures
 - inventory records/summaries
 - re-stocking policies
 - sales policies (accept checks?, etc.)
 - bank account(s)
10. Orient your staff and volunteers.

SOURCES OF ASSISTANCE:

- Regional Cooperative Association Coordinator
- National Park Service
 - =basic one week training session
 - =informal advice
- Conference of National Park Cooperating Associations
P.O. Box 517, Morningdale, MA 01530 (617) 869-6325
- Books In Print
RR Bowker Company; available in three sets (author, title, subject); available at most libraries

I.R.S. STATUS

Exemption from Federal income tax is basic to association operations. Such exemption is based on Section 501 (c) (3) of the Internal Revenue Code. Application for tax-exempt status should be made and annual reports filed.

The following is from the I.R.S. Rev. Rul. 68-307, and explains the IRS overview of association activities:

Association activities are directed toward furthering educational and scientific programs. It prepares, publishes, and distributes literature concerning the station. This literature is sold at a nominal price at visitor contact points. In addition the association cooperates with the Service in acquiring material and equipment suitable for use in scientific and educational work. It also assists in developing the library, museum, and visitor center; preserving historic objects; and, generally, in furthering educational and scientific aims of the Service.

The association depends upon contributions and revenue from the sale of its literature to meet its operating costs.

Pursuant to Service requirements, the association is incorporated. Having met these requirements, the organization is permitted to use the buildings and facilities of the area and the services of Service employees in carrying out its exempt purposes. However, the project leader must approve all publications distributed or sold to the public.

Section 501 (c) (3) of the Code provides for the exemption from Federal income tax of organizations organized and operated exclusively for charitable or educational purposes.

Section 1,501 (c) (3) - 1 (d) (3) of the regulations defines the term "educational" as including the instruction of the public on subjects useful to the individuals and beneficial to the community.

By publishing and distributing educational material that furthers the educational program of the Service, the association is instructing the public on subjects useful to the individual and beneficial to the community. Other assistance activities for the Service are charitable since these activities are a means of advancing education and science.

It is important to have a record of IRS status available at all times in the event of a challenge. For example, such proof may be requested by a prospective donor; proof will be needed for application for third-class mailing privileges under U.S. Postal Service rulings for non-profit organizations; proof must be accessible in the event of an unannounced IRS audit.

NOTE: In some states associations must collect and remit sales taxes.

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

Seney Natural History ASSOCIATION

This Memorandum of Agreement is between the U.S. Fish and Wildlife Service (hereinafter referred to as the "Service"), an agency of the United States Department of the Interior, acting through the Director¹ or appropriate Regional Director, Fish and Wildlife Service, or their designees, and the Seney Natural History Association (hereinafter referred to as "Association"), acting through the Chairman of its Board of Directors or the Board's designee.

WITNESSETH:

WHEREAS, it is a purpose of the Fish and Wildlife Service to provide recreational opportunities within Service administrative units when compatible with the primary conservation objectives of such units, as provided in the Act of October 15, 1966 (16 U.S.C. 460k); and

WHEREAS, interpretive and educational materials and programs enhance the appreciation of our Nation's fish and wildlife resources and thereby encourage utilization of the recreational opportunities provided on Service administrative units; and

WHEREAS, the Association has the educational, historical, scientific and non-profit purposes of assisting educational and interpretive activities of the Service; and

WHEREAS, the Service desires to provide facilities and cooperating services for the sale of materials of interpretive and educational value and for the presentation of specified programs relating to interpretive themes of Service administrative units;

NOW THEREFORE, pursuant to authority contained in the Acts of September 28, 1962 (16 U.S.C. 460k-2); May 28, 1963 (16 U.S.C. 460l-1(f)(1)); October 15, 1966 (16 U.S.C. 460k, 668dd(b)(1)); November 8, 1978 (16 U.S.C. § 742f (a)(4)); March 10, 1934 (16 U.S.C. § 661); and other laws supplemental thereto and amendatory thereof, and in consideration of the mutual benefits which will accrue to the Service and the Association, the parties agree as follows:

1. AUTHORIZATION

The Service authorizes the Association to provide, and the Association agrees to provide, the hereinafter described interpretive and educational services to the visiting public for a period of five years commencing on the day following the ratification of this Agreement by the Service. This Agreement will automatically renew for another five year period on October 1 of the last year, unless at

¹ Use of the term "Director" throughout this Agreement shall mean Director or appropriate Regional Director.

least 20 days notice of cancellation is given by either party before the date of renewal. While the Service reserves the right to terminate the agreement, or any part thereof, at any time upon at least 20 days notice without the necessity of any legal process, the Service will hold a meeting with the Association prior to the termination setting forth the reasons for termination.

2. ASSOCIATION RESPONSIBILITIES

The Association may use facilities within the Service administration units described in Section 9(D)1 for the sale of educational and interpretive items for the benefit of the visiting public.

A. Sales Terms

(1) The Association may sell only interpretive and educational items, such as publications, maps, visual aids, handicrafts, and other objects directly related to the interpretive and educational themes of the Service administrative units. This does not prohibit granting of a concession permit to an Association authorizing the sale of other items.

(2) The Association shall not sell original artifacts, such as potsherds or battlefield relics, to which the Antiquities Act of June 8, 1906 (16 U.S.C. Sec. 431-433) or 43 C.F.R., Part 3, would apply if discovered on public lands, notwithstanding whether such objects were in fact discovered on lands owned or controlled by the United States.

(3) The Association is not by this Agreement granted the right to sell items, the sale of which would infringe on applicable contract rights of a concessioner.

(4) The Association shall maintain a high standard of quality in all items produced or sold.

(5) The Association shall not sell any item which has not been approved by the Project Leader or an appropriate Service person, as designated by the Director. The Association shall allow publications to be reviewed by the Service on editorial and design quality.

(6) The Association shall sell items at fair market value provided that such prices shall be approved in advance by the Project Leader or an appropriate Service person, as designated by the Director.

(7) The Association shall display the sales items in good taste and in keeping with the general design and decor of the Service administrative unit.

B. Facilities

(1) The Association may redesign and renovate existing sales facilities as necessary, including renovation of display structures, furnishings, equipment, signing, display lighting, and lighting in the immediate area of the facilities provided that all plans therefor are approved in advance by the Service. All permanent improvements made by the Association shall become the property of the Service upon termination of this Agreement.

(2) The Association shall keep the sales facilities clean and presentable throughout the workday.

(3) The Association shall exercise reasonable care to prevent damage to any Government property used by it during its operation and shall, insofar as possible, protect all such property.

(4) Special Provisions:

C. Records and Accounting

(1) The Association shall conduct its fiscal operations in accordance with accepted business practices, utilizing purchase orders, receipts, invoices, and inventory records.

(2) The Association shall comply with the Standard Accounting System for cooperating associations, which is attached as Exhibit A.

(3) The Association shall submit to the Service's National Volunteer Coordinator, through the appropriate Regional Director, a complete financial report at the end of each fiscal year. The report shall be accompanied by a description of activities of all of the Association's Service outlets, submitted on a form provided by the National Volunteer Coordinator.

(4) The Director, or his designee, may review any of the records of the Association during the term of this Agreement.

D. Personnel

(1) The Association shall provide such personnel as are reasonably necessary to operate the sales facilities as indicated by the level of gross sales. These personnel may include, as necessary, a central business office staff, local facility managers, and sales clerks. Otherwise, Service personnel may offer sales items to the public as an individual supplement to their interpretive duties.

(2) The Association shall designate an Association member or employee who is authorized to act as liaison with the Service.

(3) All Association employees involved in visitor contact shall be oriented in the Service administrative unit's visitor service programs and shall be certified by the Project Leader before assuming any responsibilities under this Agreement.

(4) An evident and distinct separation shall be maintained between the activities of the Association and those of the Service. All steps shall be taken to avoid even an appearance that the Service directs the management or decision-making process of the Association.

(5) Association personnel are not Government employees and are not authorized to undertake any Governmental function or activity on behalf of the Service beyond routine visitor information services and living history or like programs. Association employees shall not engage in activities which would reasonably lead the visiting public to conclude that they are Government employees. No Association employee shall wear a Service or other Government uniform. All Association employees shall wear some easily observable and readily identifiable insignia of Association affiliation when on the Service administrative unit on Association business.

E. Approvals

(1) Hours of operation, rates and prices, standards of service, and merchandise to be sold shall be subject to the approval of the Director.

(2) The Association may at any time make a written request for such necessary approvals. Failure to disapprove within thirty days of receipt of such a written request shall be deemed to constitute Service approval. This subparagraph does not apply to the approval required by subparagraph 2B (1).

F. Interpretive Activities

(1) Interpretive activities engaged in by the Association must meet Service standards and be approved by the Project Leader.

(2) Interpretive activities conducted by the Association will be directed by the Project Leader, or through the Executive Secretary of the Association when that officer is a Service employee; provided, however, the Association personnel shall only be available for the purposes of the interpretive activity.

3. SERVICE RESPONSIBILITIES

The Service agrees to allow the Association to use those facilities within the Service administrative unit which are designated in Exhibit B for the sale of educational and interpretive items for the benefit of the visiting public.

A. Sales Items

The Service shall cooperate with the Association in the planning and design of merchandise appropriate for sale by the Association at the facilities provided therefor by the Service.

B. Facilities

(1) The Service shall provide the Association with such sales and other facilities as are identified in Exhibit B, and such other facilities as may hereafter be deemed necessary or desirable by the Service, provided that the Service reserves the right to relocate or withdraw any such facilities upon reasonable notice in order to meet needs of the Service. The Service shall have access to all facilities, which shall also be subject to the right of the Service to make such surveys and inspections as the Service deems necessary.

(2) The Service reserves the right to design and construct any new facilities, and shall allow the Association to review and comment on any plans therefor. The Association, however, shall have no right of veto over any designs or plans.

(3) The Service shall provide the Association with incidental utility services at each assigned facility, including water, electricity, heat, air conditioning (if available in the building), to the extent these utilities are required for the operation of the building for Governmental purposes. All other utilities will be provided to the Association on a reimbursable basis.

(4) The Service shall provide general maintenance and repair services only for those improvements made by the Association which are of a permanent nature and for those sales areas located in Government-owned buildings.

(5) The Service shall designate an employee who shall act as liaison with the Association.

4. SUPPLEMENTAL AGREEMENTS.

The Service and the Association further agree that, by supplemental agreement, the Association may offer additional educational and interpretive services which support the mission of the Service administrative unit. This includes assisting, planning, and conducting the presentation of interpretive and educational programs, involving as needed, but not limited to, employment of interpreters, purchasing of supplies, and sale of program products.

5. INDEMNIFICATION AND INSURANCE

A. The Association shall indemnify, save and hold harmless and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of or from any omission or activity of the Association in connection with activities under this Agreement.

B. The Association shall procure public and employee liability insurance with a minimum limitation of \$100,000 for any number of claims from any one incident, with respect to the activities of the Association and its employees. The United States of America shall be named as an additional insured on all such policies. All such policies shall specify that the insurer shall have no right of subrogation against the United States for payment of any premiums or deductibles thereunder, and such insurance policies shall be assumed by, credited to the account of, and undertaken at the Association's sole risk.

6. ASSOCIATION ORGANIZATION

A. The Association's Articles of Incorporation and By-Laws shall comply with requirements of the States in which the Association is incorporated. Non-profit status must be maintained in accordance with Federal and State laws and the Association will make available for inspection at the request of the Service documents demonstrating non-profit status. This contract will automatically terminate if non-profit status is lost.

B. Non-Service representation on the Board of Directors must be a majority. Service employees shall not represent the Association in any matter between the Association and the Service. When acting as an Officer or Association Board Member, a Service employee shall not participate in any Association decision concerning the relationship of the Association to the Service, including, but not limited to, executing or negotiating contracts, signing checks or hiring or firing Association employees.

C. The role of the Executive Secretary of the Association or, in the case of an amalgamation, the equivalent position, when that officer is a Service employee, is to represent the interests of the Fish and Wildlife Service and to provide cooperative assistance to the Association. His or her scope of Association responsibility shall be limited to providing assistance in overseeing the day-to-day, routine business of the Association, and serving as liaison between the Service and the Association. Service employees will at all times comply with the Employee Responsibility and Conduct regulations of the Department of the Interior appearing at 43 C.F.R. Part 20.

D. The Association Treasurer shall not be a Service employee.

7. ASSIGNMENT

No transfer or assignment of this Agreement or of any part thereof or interest therein, directly or indirectly, voluntary or involuntary, shall be made unless such transfer or assignment is first approved by the Director or his authorized representatives in writing.

8. APPROPRIATIONS

Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purposes of this Agreement for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocation.

9. MISCELLANEOUS

A. The rights and benefits conferred by this Agreement shall be subject to the laws of the United States governing the Fish and Wildlife Service and to the rules and regulations promulgated thereunder, whether now in force or hereafter enacted or provided and the mention of specific restrictions, conditions, and stipulations herein shall not be construed as in any way impairing the general powers of supervision, regulation and control by the Service.

B. 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 therefrom, but this restriction shall not be construed to extend to this Agreement if made with a corporation or company for its general benefit.

C. The Association agrees that all its activities shall be conducted in accordance with all applicable laws and regulations, both State and Federal. Specifically, the Association shall comply with the Requirements of (a) Executive Order No. 11245 of September 24, 1967, (b) Title V., Section 503 of the Rehabilitation Act of September 26, 1973 (P.L. 93-112), which requires Government Contractors and Subcontractors to take affirmative action to employ and advance in employment qualified handicapped individuals, and (c) with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and in providing facilities and service to the public, as set forth in Exhibit B attached hereto and made a part thereof.

D. In all cases where rights or privileges are granted herein in general or indefinite terms, the extent of the use of such rights or privileges by the Association shall be determined by further written agreement.

This Agreement is effective between the Association and the Service with regard to the following specified Service administrative units, to wit:

(1) Seney National Wildlife Refuge

(2) _____

(3) _____

(4) _____

etc.

IN WITNESS WHEREOF, the Association has caused this Agreement to be executed this _____ day of _____.

Seney Natural History Association
Cooperating Association

By: _____

Paul H. Shetzer
Chairman, Board of Directors

IN WITNESS WHEREOF, the Service has caused this Agreement to be ratified this 25 day of APRIL 1988.

Fish and Wildlife Service

By: _____

James C. Giltner
Regional Director,
U.S. Fish and Wildlife Service

BY-LAWS
OF
CHINCOTEAGUE NATURAL HISTORY ASSOCIATION, INC.

ARTICLE I.

Name and Location

The organization shall be a non-profit corporation known as Chincoteague Natural History Association, Inc., located in Accomack County, Virginia.

ARTICLE II.

Purpose

The purpose of this Corporation is to promote a better understanding and appreciation of the natural history and natural environment of the Virginia Eastern Shore and Assateague Island National Seashore and, in particular, the Chincoteague National Wildlife Refuge. In this connection, the Corporation will enter into an agreement with the U.S. Fish and Wildlife Service to:

1. Produce and make available to Refuge visitors, by sales or free distribution, suitable interpretive and educational material such as books, pamphlets, posters, slides, photographs, maps and other items of interest, to increase the visitors understanding of natural history and his surrounding environment.

2. Acquire books, films, recordings and other materials for use in interpretive progrms which may be donated to the Service, and to assist the Service in carrying out such programs as may be agreed with Service representatives.

ARTICLE III.

Membership

1. Any individual or organization approving of the objectives of the Corporation and who is willing to assist the Corporation in its activities shall be elibible for membership.

2. Classes of annual membership are as follows:

Individual
Sustaining
Other

Family
Supporting
Student

In addition, the Board of Directors may from time to time elect continuing Honorary members.

3. The membership year shall commence on October 1st. Membership dues shall be set by the Board of Directors. Membership shall be effective on receipt of membership application and payment of dues. Renewal of membership shall be by payment of dues.

4. Only members in good standing shall be eligible to participate in business meetings, or serve in any of the Corporation's elective or appointive positions. Members in default of dues payment for more than six months shall be dropped from the rolls.

5. Individual, Sustaining, Supporting, Other and Student members shall each be entitled to one vote. For a Family Membership, each adult member shall be allowed one vote.

6. All members in good standing shall be eligible for a ten (10%) percent discount on all books or other items offered for sale by the Corporation.

ARTICLE IV.

Meetings

1. The annual meeting of the Corporation shall be held in November at a date, time and place to be designated by the Board of Directors with written notice to each member at least 30 days prior to the meeting.

2. Special membership meetings may be called by the Board of Directors with at least 30 days prior written notice to the members, stating the purpose of the meeting.

3. A minimum of five members constitute a quorum provided this includes a majority of the Board of Directors.

ARTICLE V.

Board of Directors

1. The Board of Directors shall consist of seven elected members. The term of office for the initial Board shall be three members until the first annual meeting, two members until the second annual meeting, and two members until the third annual meeting. At each annual meeting, directors shall be elected to serve terms of three years. Directors may be re-elected. Designated representatives of the U.S. Fish and Wildlife Service may serve as ex-official members of the Board without vote.

2. Duties of the Board of Directors shall be:
 - a. To transact all necessary business between the Corporation annual meetings.
 - b. To control the property and other assets of the Corporation.
 - c. To determine the policies and objectives of the Corporation.
 - d. To appoint an independant auditor who is not a member of the Board of Directors at least two weeks prior to the annual meeting to audit the Corporate accounts and to report to the annual meeting. A copy of the audit shall be filed in the permanent records of the Corporation.
 - e. To fill vacancies on the Board of Directors until the next annual meeting.

3. The Board of Directors shall meet at least once each year or as mutually agreed by the Board members. A majority of the Board members shall constitute a quorem. Special meetings may be called by any two members of the Board when deemed necessary with adequate notice to the other Board members. Affirmative agreement of a majority of Board members by phone or other personal contact may also constitute Board approval, with the item approved to be suitably described and recorded as a Board minute including the names of all the Board members contacted, the date contacted and how they vote.

ARTICLE VI.

Officers

1. The officers of the Corporation shall consist of a President, a Vice-President, a Secretary and a Treasurer/Business Manager who shall be elected by the Board of Directors at a meeting to be held as soon as practicable after the annual membership meeting. Officers shall serve until their successors are chosen or until their term as directors expires. The President and the Vice-President shall have terms as Directors which expire in different years. Vacancies in any office shall be filled at the next Board meeting.

2. Duties of the President

- a. Preside at all meetings of the membership and Board of Directors.
- b. Assign specific responsibilities to other Board members as he may choose.
- c. Carry out any additional duties designated by the Board of Directors or usual to that office.

3. Duties of the Vice-President

- a. Assume the duties of the President in his absence.
- b. Act as an aide to the President.
- c. Carry out any additional duties designated by the Board of Directors or usual to that office.

4. Duties of the Secretary

- a. Keep a record of the proceedings of meetings of the Corporation and Board of Directors.
- b. Be responsible for handling and reporting correspondence.
- c. Be responsible for keeping the membership rolls and sending notices of the annual meeting or special membership meetings.
- d. Carry out any additional duties designated by the Board of Directors or usual to that office.

5. Duties of the Treasurer/Business Manager

- a. Receive and be custodian of all monies of the Corporation and shall deposit in the name of the Corporation the same intact at least bi-weekly in such bank as the Board may select, except for such cash on hand as may be necessary for carrying on the Corporation business.
- b. Report on the accounts at all regular Board of Directors meetings, with the Auditor's report to be given to the annual meeting.
- c. Expenditures for the normal conduct of providing and selling books and other materials, as described in Article IIa, and amounting to two hundred (\$200.00) dollars or less each shall be approved and paid by the Treasurer, or in his absence, by the President or Vice-President, and reported at the next regular Board meeting. Expenditures for material to be donated to the U.S. Fish and Wildlife Service, as described in Article IIb, and any single expenditure in excess of two hundred (\$200.00) dollars shall be authorized by the Board of Directors or, in the case of great urgency, countersigned by the President or Vice-President and justified at the next Board meeting.
- d. Carry out any additional duties designated by the Board of Directors or usual to that office.

ARTICLE VII.

Operating Staff

1. The Board of Directors may appoint such operating staff as it deems desirable, who may or may not be members of the Corporation and who may be compensated or serve voluntarily.

2. The Board of Directors may assign specific responsibilities to any operating staff as the Board may so decide, including but not limited to, assisting the Secretary and/or Treasurer in any of their duties as described in Article VI, Sections 4 and 5.

3. The Board of Directors may relieve any operating staff of their responsibilities without cause on thirty (30) days notice or immediately with cause except in the latter case, such staff shall be allowed to meet with the Board of Directors within ten (10) days of such discharge to respond to charges.

ARTICLE VIII.

Nominating Committee

1. A nominating committee of three members shall be appointed annually by the President. At least one but not more than two of the members shall be Directors of the Corporation.

2. The nominating committee shall present to the annual meeting its recommendations for the number of Directors to be elected at that meeting. Nominations may also be made from the floor of the meeting with prior consent of the person being nominated.

ARTICLE IX.

Amendments

These By-Laws may be amended at the annual meeting, or at a special meeting called for the purpose, by two thirds of those members present and voting, provided that the members shall have received the proposed amendment in writing at least thirty (30) days prior to such meeting.

Any amendment submitted to the Secretary in writing and signed by at least three members shall be considered.

The foregoing were adopted as the By-Laws of
Chincoteague Natural History Association, Inc., a
corporation not for profit under the Laws of the State of
Virginia, at the first meeting of the Board of Directors, on
the 11TH day of July, 1986.

President

John M. Buckner

Secretary

Richard L. Rosenbaum

Revised 10/10/10

BY-LAWS
OF
DESOTO NATIONAL WILDLIFE REFUGE
COOPERATING ASSOCIATION

ARTICLE 1
ORGANIZATION

1. This Association, duly incorporated under the nonprofit Corporation Laws of the state of Iowa on shall be known as the DeSoto National Wildlife Refuge Cooperating Association.

2. The Association may at its pleasure by a vote of the voting membership take the necessary steps to change its name.

ARTICLE II

PURPOSES

The following are the purposes for which this Association has been organized:

1. The operations, business, property, and assets of the DeSoto National Wildlife Refuge Cooperating Association shall be limited to promoting natural, historical, educational and interpretive activities of the U.S. Fish and Wildlife Service in DeSoto National Wildlife Refuge, as provided for in the Act of
2. All phases of the Association's operations shall be in conformity with Fish & Wildlife Service Standards for Cooperating Associations.
3. To raise funds and to accept contributions from individuals, corporations and other bodies, foundations and organizations; to print, edit and publish, make, display and sell books and magazines, pictures, slides, movies, visual and interpretive objects and visitor convenience items, as may be necessary or desirable for the accomplishment of the purposes of the Corporation; to buy, sell, and generally deal in appropriate and related interpretive objects, publications; and receive funds from the public for the purpose of the Association.

ARTICLE III

ADMINISTRATION

1. The business of this Association shall be managed by the Board of Directors consisting of 10 members. It shall have a Chairman of the Board, an Executive Secretary, and a Treasurer. These officers shall serve without compensation except that the Executive Secretary and the Treasurer may be salaried officers if and when so established by the Board of Directors.

2. The Board of Directors shall consist of 9 voting members and one non-voting member. The voting members shall be elected from the citizenry, and employees of DeSoto National Wildlife Refuge. The Board of Directors shall not include more than 4 members from Iowa or Nebraska and not more than two members representing one individual organization.

The Refuge Manager, DeSoto National Wildlife Refuge, shall serve as an ex-officio, non-voting member.

3. The Board of Directors shall act only in the name of the Association when a quorum shall be convened by the Chairman after due notice to all Directors of such meeting. A quorum shall consist of more than one-half of the voting membership of the Board.

4. Each voting member of the Board shall have one vote.

a. At all meetings, except for the election of officers and directors, all votes shall be viva voce. For election of officers and directors, ballots shall be provided and there shall not appear any place on such ballot, any mark or marking, that might tend to indicate the person who cast such ballot.

b. At all votes by ballot the Chairman of such meeting shall immediately prior to the commencement of balloting appoint a committee of three who shall act as "Inspectors of Election" and who shall at the conclusion of such balloting certify in writing to the Chairman the results and the certified copy shall be physically affixed in the minute book to the minutes of that meeting.

c. No inspector of election shall be a candidate for office.

5. The Board of Directors shall elect a Chairman annually at the annual meeting from among their number by majority vote and such voting may not be done by proxy.

6. The Board of Directors will formulate the policy of the Association and will direct its activities through the Executive Secretary. The Board may make such rules and regulations concerning meetings as it may determine necessary.

ARTICLE III (cont'd)

7. Election to the Board of Directors shall occur at the annual meeting. A nominating committee selected by the Chairman of no more than three (3) Board members shall prepare a slate of candidates for the Board's action at its annual meeting with above Board members to vote for as many nominees as vacancies to be filled. Run off elections if neccessary, shall occur until such time as all vacancies can be filled by candidates who have received a majority vote.

8. The Directors of this Corporation shall serve staggered terms as specified in ARTICLE III Sec. 11.

9. Vacancies which occur prior to expiration of term shall be filled by a majority vote of the remaining members of the Board.

10. The Board may remove a Voting member of the Board at any time by a majority vote of the remaining members of the Board.

11. Voting Board members shall serve for three year terms and shall be eligible for one additional term for re-election except that the first Board of Directors shall hold office, as determined by lot, as follows:

a.	shall hold office for 2 years.
b.	" " " " " "
c.	" " " " " "
d.	" " " " 3 "
e.	" " " " " "
f.	" " " " " "
g.	" " " " 4 "
h.	" " " " " "
i.	" " " " " "

Thereafter, as vacancies occur, membership shall be for three years. This provides for the election of three members of the Board each year.

ARTICLE III (cont'd)

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c.	" " " " " "
d.	" " " " 3 "
e.	" " " " " "
f.	" " " " " "
g.	" " " " 4 "
h.	" " " " " "
i.	" " " " " "

Thereafter, as vacancies occur, membership shall be for three years. This provides for the election of three members of the Board each year.

ARTICLE IV

MEMBERSHIP

1. Membership is open to any person interested in furthering the aims of the Association, upon written application to the Executive Secretary. There shall be two types of membership, (1) Associate member and (2) Voting member.
2. Any person interested in advancing the purposes for which this Association is formed may become a member by payment of an initiation fee of \$5.00 and upon approval of the Board of Directors. Additional categories of Association support may be determined by the Board of Directors. The word "person", as used herein, includes associations, societies, partnerships, firms, companys and corporations. An Associate member is a nonvoting member.
3. Voting membership shall be limited to individuals serving as Board members, and carries with it the right of casting a vote on all matters as specified, and in the manner prescribed in the Articles of Incorporation or the By-Laws as requiring a vote or ratification by the Board members.
4. Membership cannot be assumed, but must be a result of voluntarily seeking to join, or applying for membership and result from being accepted. Bona fide members may receive a certificate or a card of membership. Board members must belong to the Association.
5. All members shall be entitled to receive, upon written request to the Executive Secretary, a copy of the annual report of the Association and any other document which is issued by the Board reporting the status or activities of the Association.
6. Annual membership dues for Associate members shall be payable at the beginning of the Fiscal Year (October 1) and shall remain the same unless changed by a majority vote of the Board of Directors. All Associate members shall be eligible for all benefits upon display of proof of membership. All benefits shall be regulated by the Board of Directors as they see fit. Any individual may withdraw from membership by a declaration of that purpose in writing to the Executive Secretary. Any person may be expelled from membership by an unanimous vote of the Board of Directors in which case the initial membership dues will be refunded the expelled member.

ARTICLE V

OFFICERS

1. The principal officers of this Association shall be a Chairman, an Executive Secretary and a Treasurer. The Board shall elect all officers except the Executive Secretary who shall be a representative of DeSoto NWR. The Board may appoint Assistant Secretaries and such other officers as in its judgement may be appropriate. With the exception of the Chairman, no officer need be a member of the Board. Two or more offices may be held by the same person, except that the Chairman shall not hold any other office.

2. The officers of the Association shall be elected annually by the Board of Directors at the annual meeting and shall hold office at the pleasure of the Board of Directors. A nominating committee, selected by the Chairman, of not more than three (3) Board members shall prepare a slate of officers for the Board's action at its annual meeting. Each Board member to vote for as many nominees as there are vacancies to be filled. Run off elections, if necessary, shall occur until such time as all vacancies can be filled by candidates who have received a majority vote of voting Board members.

3. The duties of the officers of the Association shall be such as usually pertain to the offices they hold and also shall include such additional duties as may be delegated by the Board of Directors.

4. Chairman. The Chairman shall be the Chief Executive Officer; the Chairman shall preside at meetings of the Board of Directors and shall be ex-officio member of all committees.

The Chairman shall have the authority to negotiate all contracts or other agreements on behalf of the Association. Members of the Board and/or officers may be appointed by the Chairman to represent the Association in such negotiations.

5. Executive Secretary. The Executive Secretary shall act as principle liaison with the management of the Fish and Wildlife Service on matters of policy and long-range planning. The Executive Secretary shall cooperate by supervising the day to day management of the business of the Association and shall see that all orders and resolutions of the Board are carried into effect.

The Executive Secretary shall attend all meetings of the Board of Directors and record all votes and the minutes of all proceedings including resolutions adopted thereat, in a book to be maintained for that purpose, and shall perform like duties for committees when required.

The Executive Secretary shall give, or cause to be given, notice of all meetings of the Board and committees.

The Executive Secretary shall perform, as necessary, to conduct effectively the Association affairs and such other duties as may be prescribed by the Board or Chairman.

ARTICLE V (cont'd)

6. Treasurer. The Treasurer will administer the finances of the Association, including monies received from donations, sale of publications and other items being handled by the Association, and other payments made to the Association. The Treasurer will disperse these funds under the budget approved by the Board of Directors on the recommendation of the Executive Secretary.

The Treasurer shall render to the Chairman, Executive Secretary and Directors, at the regular meetings of the Board or whenever they may require it, an account of all the financial transactions and of the financial condition of the Association.

The Treasurer will ensure that all books and records are kept with good accounting practices on a fiscal year basis. The fiscal year shall run from October 1 through September 30. The fiscal year financial records shall be audited annually by a person or persons to be recommended by the Treasurer and selected by the Board. The report of such audit shall be made available to the Association at each annual meeting.

The Treasurer shall supervise the deposit of all funds of the Association in a FDIC bank approved by the Board of Directors and in the name of the Association. The Treasurer shall establish such accounts as may be required to conduct the business of the Association. The Treasurer shall not invest the Association monies without the written approval of the Board of Directors.

7. The Association shall employ such paid personnel as may be needed to assist the Officers and the Board, and to accomplish the programs and business of the Association. The Board shall fix the compensation and prescribe the duties of such paid personnel who shall serve at the pleasure of the Board.

8. Removal of Officers. The Officers shall hold office until their respective successors are chosen and qualify in their stead. Any Officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board. If the office of any Officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

9. Indemnification. Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved, by reason of his being, or having been, a Director or Officer at the Association or any settlement thereof, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases where two-thirds (2/3) of the Board membership finds a Director or Officer to have committed wilful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to such Director or Officer may be entitled.

ARTICLE VI

MEETINGS

1. The annual meetings of the membership of the Association shall be held on the third Thursday of January and July each and every year, except that if such a day be a legal holiday, then and in that event the Board of Directors shall fix the day, but it shall not be more than two weeks from the date fixed by these By-Laws. Notice of such meetings shall be mailed to the members of the Board at their addresses as they appear in the membership roster at least ten days, but not more than thirty days, before the scheduled date of such meetings.
2. At the request of a majority of members of the Board of Directors, special meetings of this Association shall be called by the Chairman of the Board or the Executive Secretary. Notices of such meetings shall be served upon, or mailed to, all members of the Board at their addresses as they appear in the membership roster at least ten days, but not more than thirty days, before the scheduled date for such meetings. Such notices shall state the reasons that such meetings have been called, the business to be transacted at such meetings and by whom they are called.
3. No other business but that specified in the notice may be transacted at such special meetings without the majority consent of all present at such meetings.

ARTICLE VII

ORDER OF BUSINESS

1. Roll Call
2. Reading of the minutes of the preceeding meeting
3. Reports of Committees
4. Reports of Officers
5. Old and unfinished business
6. New business
7. Good and Welfare
8. Adjournment

ARTICLE VIII

COMMITTEES

1. All committees of this Association shall be appointed by the Chairman and their term of office shall be for a period of one year or less if sooner terminated by the action of the Board of Directors, or the Chairman.

ARTICLE IX

FISCAL POLICY

1. The Executive Secretary shall not obligate an expenditure in excess of five hundred dollars (\$500.00) without the prior approval of the Board of Directors, except that, with concurrence of the Chairman of the Board, this amount shall not exceed one thousand dollars (\$1,000.00). In the event the Executive Secretary is unable to carry out the intent of this section by virtue of illness or absence, an Acting Executive Secretary as designated by the Chairman shall be authorized to implement this section in special emergency situations.

2. All new ventures in the activities of the Association, including requests for donations to support interpretive projects and activities in the park, such as the publication of a booklet of book, the handling of any sales item, the purchase of objects for the museum or archives, the development of interpretive facilities, shall be approved by the Board of Directors. Such requests shall be initiated by the Manager, DeSoto National Wildlife Refuge, who will recommend such projects and submit them through the Executive Secretary to the Board of Directors for their consideration.

Funds for sales stock and sales facilities as authorized in the annual budget, approved by the Board of Directors, may be obligated by the Executive Secretary and disbursements may be made to implement these activities.

3. The Treasurer shall make no disbursements of the Association's monies without written recommendation of the Executive Secretary, and all checks issued by the Treasurer shall be countersigned by the Executive Secretary.

There may be established an operating fund not to exceed twenty-five thousand dollars (\$25,000.00) for the payment of authorized and approved bills. The Business Manager or Assistant Business Manager is empowered to sign checks drawn on this fund for authorized expenditures.

4. There may be established a petty cash fund. There shall be no cash disbursements except those made from petty cash funds. Such disbursement shall not be in excess of one hundred dollars (\$100.00). Reimbursement to the petty cash fund shall be made at anytime by the Treasurer upon request of the Executive Secretary. Such reimbursements must be supported by receipts to cover all expenditures made from the fund.

ARTICLE X

AMENDING OF BY-LAWS

1. These By-Laws may be altered, amended, repealed or added to by an affirmative vote of not less than a majority vote of the members of the Board of Directors, and as otherwise provided in ARTICLE VI, Section 2. Amendments will be referred to the voting members of the Association. Disapproval by a majority of the voting members will render an amendment null and void.



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Seney National Wildlife Refuge
Seney, Michigan 49883

IN REPLY REFER TO:

February 18, 1988

Kate Winsor
Minnesota Valley National Wildlife Refuge
4101 East 80th Street
Bloomington, MN 55420

Dear Kate,

Here are the Articles of Incorporation and By-Laws for the Seney Natural History Association. I took them out of the computer file because I figured they would be the most up-to-date copies. We just recently found out that the association is getting a three-year, no interest \$10,000 loan from the Fish & Wildlife Foundation. Hopefully soon we will start stocking our shelves with at least a third of this year's inventory. Maybe by the time your association starts we will be on our feet and you maybe able to obtain money to start up from us.

Thomas and I may be coming your way in April. I've been nominated to attend the Administrative workshop at the R.O. Thomas and I will probably drive to Minneapolis so we can get his boat from home. I'll let you know once I find out if I'm going for sure.

Did Bots get his goose "parts" O.K.? I was afraid that they would get smelly in the mail. I didn't have any Borax to make sure that they didn't.

We've been hearing reports from hunters, trappers and local people that we have timber wolves on the refuge. We went out to look for tracks one day after a newsman had spotted a wolf on M-28. Unfortunately it was snowing and blowing so we're not really sure. Jim Kesel doesn't want us to talk about it because some of the locals are talking about killing it.

If you need anything else from the association let me know.

Sincerely,

Sandra M. Siekaniec

Sandra M. Siekaniec
Assistant Refuge Manager

ARTICLES OF INCORPORATION
OF
SENEY NATURAL HISTORY ASSOCIATION

Pursuant to the provisions of Act 162, Public Acts of 1982, as amended, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is: Seney Natural History Association, Inc.

ARTICLE II

The corporation is organized exclusively for charitable, educational, and scientific purposes, including for such purposes, the making of distributions to organizations under Section 501(C)(3) of the Internal Revenue Code (or the corresponding section of any future Federal Tax Code).

The purpose or purposes for which the corporation is organized are: to promote a better understanding and appreciation of the natural history and natural environment of the Upper Peninsula of Michigan and, in particular, the Seney National Wildlife Refuge. In this connection, the corporation will enter into an agreement with the U.S. Fish and Wildlife Service to:

1. Produce and make available to Refuge visitors, by sales or free distribution, suitable interpretive and educational material such as books, pamphlets, posters, slides, photographs, maps and other items of interest, to increase the visitor's understanding of natural history and their surrounding environment.

2. Acquire books, films, recordings and other materials for use in interpretive programs which may be donated to the Service and to assist in carrying out such programs as may be agreed with Service representatives.

ARTICLE III

The corporation is organized upon a nonstock basis. The description and value of its real property assets are none and the description and value of its personal property assets are none.

The corporation is organized on a membership basis and is to be financed under the following general plan:

1. Any individual or organization approving of the objectives of the corporation and who is willing to assist the corporation in its activities shall be eligible for membership.

2. Classes of annual membership are as follows:

Individual	Family
Student	Corporate
Charter	Family Charter

In addition, the Board of Directors may from time to time elect continuing Honorary Members.

3. The membership year shall commence on October 1st. Membership dues shall be set by the Board of Directors. Membership shall be effective on receipt of membership application and payment of dues.

4. Only members in good standing shall be eligible to participate in business meetings, or serve in any of the corporation's elective or appointive positions. Members in default of dues payment for more than six months shall be dropped from the rolls.

5. Individual, Student, Charter, and Corporate members shall each be entitled to one vote. For a Family or Family Charter membership, each adult member shall be allowed one vote.

6. All members in good standing shall be eligible for a ten percent (10%) discount on all books or other items offered for sale by the corporation.

ARTICLE IV

1. The address of the registered office is: Seney National Wildlife Refuge, Seney, Michigan, 49883.

2. The mailing address of the registered office is: Post Office Box 66, Seney, Michigan, 49883.

3. The name of the resident agent at the registered office is: Dick St. Martin.

ARTICLE V

The names and addresses of all the incorporators are as follows:

<u>Name</u>	<u>Residence or Business Address</u>
Dick St. Martin	Box 7, Seney, Michigan, 49883
Richard Dohmen	RR 1, Engadine, Michigan, 49827
Harold Peters	RR 1, Box 49, Germfask, MI, 49836
Paul Stoetzer	McMillan, Michigan, 49853
Myrtle St. Martin	Box 7, Seney, Michigan, 49883
Les Walstrom	Curtis, Michigan, 49820
Albert Howell	RR 3, Box 2404, McMillan, MI, 49853
Sam Moore	P.O. Box 5, Seney, Michigan, 49883
Don Dexter	Germfask, Michigan, 49883

ARTICLE VI

Board of Directors

The Board of Directors shall consist of nine elected members. At each annual meeting, directors shall be elected to serve terms of three years. Directors may be re-elected. Designated representatives of the U.S. Fish and Wildlife Service may serve as ex-official members of the Board without vote.

ARTICLE VII

Conduct of Corporate Affairs

There shall be no limit on the corporation indebtedness or liability other than as may be established by the laws of the State of Michigan for corporations not for profit. The corporation shall have the power to receive donations, engage for pay, remuneration, and revenue, in business transactions relevant to the purpose of its organization, provided that none of the income of the corporation shall be distributed to its members or to any person as dividends or profits. Money received by the corporation, such as membership dues, net income from sale of books and other items, etc., will be utilized solely for the purposes outlined in Article II. The corporation shall not carry on any activity of propaganda or otherwise attempt to influence legislation or the election of any political candidate.

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, directors, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of Section 501(C)(3) purposes. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation and the corporation shall not participate in,

or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

Notwithstanding any other provision of these articles, the corporation shall not carry on: (a) by a corporation exempt from federal income tax under Section 501(C)(3) of the Internal Revenue Code (or corresponding section of any future Federal Tax Code); or (b) by a corporation, contributions to which are deductible under Section 170(C)(2) of the Internal Revenue Code (or corresponding section of any future Federal Tax Code).

ARTICLE VIII

By-Laws

The By-Laws shall be adopted by a majority of the members present and voting at a meeting of the corporation called for such purpose with the proposed By-Laws having been submitted to the members at least thirty (30) days prior to such meeting. Amendments to the By-Laws may be made by a two-thirds vote of the members present at any meeting of the membership, provided that written notice be given at least thirty (30) days prior to such meeting.

ARTICLE IX

Amendments to the Articles of Incorporation

Amendments to the Articles of Incorporation may be made by a two-thirds vote of the members present at any meeting of the membership provided that the proposed amendments have been submitted to the membership in writing at least thirty (30) days prior to such meeting.

ARTICLE X

Upon the dissolution of this corporation assets shall be distributed for one or more exempt purposes within the meaning of Section 501(C)(3) of the Internal Revenue Code, or corresponding section of any future Federal Tax Code, or shall be distributed to the Federal Government or to a state or local government, for a public purpose.

1We, the incorporators sign our names this ____ day of
____, 19__.

_____	_____
_____	_____
_____	_____
_____	_____

memorandum

DATE: September 17, 1980

REPLY TO
ATTN OF: Refuge Manager, DeSoto NWRSUBJECT: Submission of Midwest Interpretive Association, Inc's Articles of
Incorporation to the Fish and Wildlife Service for Review and CommentTO: Regional Director, Twin Cities, MN (I&R)
THRU: Area Manager, Area 3, KCAO (RW) *Signature*
ATTN: Donna Kostka

The attached Articles of Incorporation have been submitted to the Service for review and comment by Mr. Charles Smith III, Chairman of the Board of the newly founded Midwest Interpretive Association Inc. These articles were patterned after those used by the cooperating association at Voyageurs National Park in International Falls, Minnesota. The only major changes are ones which were necessary to make the articles conform to the incorporation laws of the State of Iowa.

We recommend that the mention of "park" be changed to read "refuge" and that all reference to the three Services begin with the Fish and Wildlife Service. These changes have been indicated by the use of a yellow highlighter.

Please have your office review these articles, make comments on them and return the total package to DeSoto NWR as soon as possible.

Thomas E. Page

Attachment

cc: Bill Sontag

RECEIVED
SEP 22 1980
FISH & WILDLIFE SERVICE
TWIN CITIES, MN



Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

OPTIONAL FORM NO. 10
(REV. 7-76)
GSA FPMR (41 CFR) 101-11.6
5010-112

ARTICLES OF INCORPORATION
OF
MIDWEST INTERPRETIVE ASSOCIATION, INC.

TO: The Secretary of State
State of Iowa

We, the undersigned, all of whom are citizens of the United States of America, acting as incorporators of a corporation under the Iowa Nonprofit Corporation Act, Section 504A, Code of Iowa, 1979, adopt the following Articles of Incorporation for such corporation:

ARTICLE I. The name of the corporation is MIDWEST INTERPRETIVE ASSOCIATION, INC.

ARTICLE II. The period of its duration is perpetual.

ARTICLE III. The purpose or purposes for which the corporation is organized are: charitable, religious, educational and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law). Further, the Midwest Interpretive Association, Inc., will cooperate with the Fish and Wildlife Service, National Park Service and Forest Service in the following activities:

A. Publish and make available to park visitors, by sale or free distribution, suitable literature interpreting the units of the Fish and Wildlife Service, National Park Service and Forest Service and the significant events or qualities for which they were created.

B. Handle products and hand crafts calculated to interpret or symbolize the significance of events, cultural development, and personage associated with the Fish and Wildlife Service, National Park Service and Forest Service and to stimulate public interest in our nations, culture, heritage, history and natural history.

C. Acquire objects and material pertaining to the history and natural history of the National Park Service areas for the purpose of adding them to the museum collections of the Fish and Wildlife Service, National Park Service and Forest Service.

D. Aid and develop suitable park libraries and museum exhibits when aid is requested by Fish and Wildlife Service, National Park Service and Forest Service.

E. Aid development and improvement of the interpretive facilities within the area, including signs, markers, way-side exhibits and museum exhibits when aid is requested by the ^{Fish and} Wildlife Service, National Park Service and Forest Service.

F. Acquire options on lands needed to preserve and protect important features within or adjacent to the parks, such options on lands to be held until acquired by the Fish and Wildlife Service, National Park Service and Forest Service.

G. Do all that is possible to conserve, develop and interpret Fish and Wildlife, National Park Service and Forest Service units for the benefit of the public and posterity.

H. Assist Fish and Wildlife, National Park Service and Forest Service units in starting innovative programs in ^{resources? history?} living interpretation, cultural demonstrations and other heritage based activities.

I. To take and hold by purchase, gift, devise or bequest, either real or personal property or both, and/or to carry out the obligations or provisions of Trust, imposed by Will or Deed or ^{Trust} Turst, or otherwise, where the Trust is created for any charitable or public purpose, and where the same is not repugnant to any law of the State of Iowa and to use and dispose of any property of any kind for the purpose only for which this corporation is former.

ARTICLE IV. The address of its initial registered office in the State of Iowa is: DeSoto National Wildlife Refuge, RFD #1, City of Missouri Valley, Harrison County, Iowa 51555, and the name of its initial registered agent at such address is Charles L. Smith III.

AREA V. The number of directors constituting the initial Board of Directors of the corporation is three and the names and addresses of the persons who are to serve as the initial directors are:

NAME	ADDRESS
Ruth Mefford	813 North Valley Missouri Valley, Iowa 51555
James F. Schwertley	705 E. Huron Missouri Valley, Iowa 51555
Charles L. Smith III	221 N. Fourth Missouri Valley, Iowa 51555

ARTICLE VI. The date on which the corporate existence shall begin is the date on which these Articles of Incorporation are filed with the Secretary of State of the State of Iowa.

ARTICLE VII. The name and address of each incorporator is:

NAME	ADDRESS
Ruth Mefford	813 N. Valley Missouri Valley, Iowa 51555
James F. Schwertley	705 E. Huron Missouri Valley, Iowa 51555
Charles L. Smith III	221 N. Fourth Missouri Valley, Iowa 51555

ARTICLE VIII. No part of the net earnings of the corporation shall enure to the benefit of, or be distributable to, its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Law.

"Notwithstanding any other provisions of these Articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purpose of this corporation".

ARTICLE IX. Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the corporation, dispose of all the assets of the corporation

exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) as the Board of Trustees shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the County in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE X. The business affairs and transaction of the association shall be governed by a Board of Directors which shall be composed of not less than ^{or more than nine} three members as set out herein. It will formulate the policy of the association and will direct the activities through the executive secretary. Nonfederal employee representatives on the Board of Directors will be in the majority. ^{Sit} Federal officials who sit on the Board of Directors will not vote on or endorse as an association representative any documents concerning negotiations between the association and the federal agency at such time as the question at issue relates to any unit in which the board member has any degree of management responsibility. The members of the Board shall choose a chairman from among their number at the first meeting who shall serve for the period of time established by the By-Laws. Vacancies on the Board of Directors shall be filled by election or majority approval of the remaining board members upon nominations made by the executive secretary. Newly appointed members will serve out the remaining term of the member they replace. Board members shall serve for a three year term and shall be eligible for re-election. The first elective Board shall be for one, two and three years and thereafter as terms expire membership shall be for three years. ~~That~~ ^X The initial Board of Directors was referred to in Article V above.

ARTICLE XI. Any person who has a sincere desire to advance the aims of the association and who is willing to assist the association in its activities shall be eligible for membership upon written application to the executive secretary. The amount of the annual dues shall be fixed by the Board of Directors. The By-Laws may provide for more than one class of membership and shall control the rights and duties of each. An annual meeting, to which all members shall be invited, by written notice, shall be held each year on a date determined by the Board of Directors. The first said annual meeting shall be held in the year 1981.

ARTICLE XII. The association shall have no shares of stock issued. Memberships and participation in the activities in the association shall be based on such membership dues, contributions or other criteria as may be set forth in its By-Laws.

ARTICLE XIII. This association shall have the power to receive donations and engage for pay, remuneration, and revenue, in business transactions relevant to the purpose of its organization; provided that none of the income of the association shall be distributed to its members or to any person as dividends or profits. The entire income shall be devoted to the purpose of its organization. This association shall have the power to acquire real or personal property by purchase, gift, bequest, or otherwise, and to alienate same by sale, mortgage, or other legal method. The sale of said assets shall be carried out by the signature of the President and Secretary of said corporation upon vote of the Board of Directors or resolution thereof.

ARTICLE XIV. The members of the corporation shall not be personally liable for any of the obligations of the corporation.

Dated September ____, 1980.

Ruth Mefford

James F. Schwertley

Charles L. Smith III
INCORPORATORS

STATE OF IOWA)
) SS.
COUNTY OF HARRISON)

On this ____ day of September, 1980, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Ruth Mefford, James F. Schwertley and Charles L. Smith III, to me known to be the persons named in and who executed the foregoing Articles of Incorporation, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for said County

Board Members

Lawyer

Small business person

bookstore owner

banker



IN REPLY REFER TO:

United States Department of the Interior

FISH AND WILDLIFE SERVICE
SENEY NATIONAL WILDLIFE REFUGE
HCR #2, Box 1
Seney, Michigan 49883

January 12, 1989



Kate Winsor
Minnesota Valley National Wildlife Refuge
4101 East 80th Street
Bloomington, MN 55425

Dear Kate,

I've enclosed our publishers' list. I'm pretty sure its up to date. The only one I've had problems with is Northprint (they are the one that made the little loon book). I've tried to contact them several times and have gotten no response. I even sent them a purchase order for some books but we never got them. I don't know if they have moved or disbanded or what. I am no longer dealing with Beautyway because of the lousy job they did on the our sandhill crane postcards and the fact that their postcards cost more and require more postage. If you have any questions about some of these publishers let me know.

Also enclosed is a list of the books and tapes we sold in 1988. I didn't include our t-shirts, baseball caps, postcards, posters, film, or Denomme prints. Some of the books we started late in the season (like Landscaping for Wildlife and Woodworking for Wildlife) and I know we can sell more this year. I didn't put abbreviations on the book list so here they are:

F.G. - Field Guide
C.B. - Coloring Book
P. - Peterson's

I think all the other abbreviations are self explanatory. The discount price isn't always fixed price. Most of the time the larger the quantity ordered the greater the discount on price of the item.

I tried to find LSIA's Articles and Bylaws but no such luck. I'm enclosing what I did find and I hope you can use it. Why not ask Gladys (218/283-9821) for a copy of their Articles and Bylaws. It would be faster than going through the State.

If you have any more questions just let me know. I'm looking forward to Refuge Academy. I'm enclosing a copy of my participants list so you can see who will be there. See you soon.

Sandra M. Siekaniec

Sandra M. Siekaniec
Assistant Refuge Manager

PUBLISHERS

Artisans Screen Print
Rt 1, W3620
Glen Flora, WI 54526
715-322-5285
Items: T-shirts

Avery Color Studio
St. Rt. Box 275
AuTrain, MI 49806
906-892-8251
Items: Books

Beautyway
Box 340
Flagstaff, AZ 86002
602-779-3651
Items: Postcards

Cartwheel
318 Chester Avenue
St. Paul, MN 55111
612-221-9811
Items: Postcards, Calendars

Common Ground Distributors, INC.
3829-B Plyer's Mill Road
Kensington, MD 20895
1-800-654-0626
301-946-4157
Items: Nature Books, Field Guides

Dover Publications, INC.
31 East Second Street
Mineola, NY 11501
1-800-223-3130
516-294-7000
Items: Books

Harry C. Lund
1440 Wayne Street
Traverse City, MI 49684
616-947-2007
Item: Michigan Wildflowers Book

Heritage Associates
P.O. Box 6291
Albuquerque, NM 87197
505-268-0155
Items: Books

Houghton Mifflin
Two Park Street
Boston, MA 02108
1-800-255-3362
617-725-5000
Items: Books

Michigan Book Central (Michigan DNR)
Box 30034
Lansing, MI 48909
1-800-292-2525
517-373-9267
Items: Books

Milwaukee Public Museum
800 Wells Street
Milwaukee, WI 53233
414-278-2700
Items: Historical Books

National Geographic Society
P.O. Box 2806
Washington, D.C. 20013
Items: Books

Nature Study Guild
Box 972
Berkeley, CA 94701
Items: Books

North American Loon Fund
RR 4, Box 240C High Street
Meredith, NH 03253
603-279-6163
Items: Loon items, tapes

North Word, INC.
Box 128
Ashland, WI 54806
1-800-336-5666
715-682-9418
Items: Books, etc.

Northprint
406 Pokegama Avenue
Grand Rapids, MN 55744
1-800-662-5784

Ol' Sam Peabody Company
109 North Main Street
P.O. Box 316
Berrien Springs, MI 49103

Outdoor Empire Publishing, INC.
511 East Lake Avenue E.
P.O. Box C-19000
Seattle, Washington 98109
206-624-3845

Random House
400 Hahn Rd.
Westminster, MD 21157
1-800-638-6460
Items: Books

Roberts Rinehart
P.O. Box 3161
Boulder, CO 80303
Items: Nature Books

Southwest Natural & Cultural
Heritage Association
Drawer E
Albuquerque, NM 87103

Spizzirri Publishing, INC.
P.O. Box 9397
Rapid City, SD 57709
1-800-325-9819
605-348-2749
Items: Educational Coloring Books

Stewart Cassidy
1722 Oaklawn Drive
Prescott, AZ 86301
602-445-2158
Items: Posters

University of Michigan Press
P.O. Box 1104, 839 Greene Street
Ann Harbor, MI 48106
313-764-4394
Items: Historical & Nature Books

University of Minnesota Press
2037 University Avenue S.E.
Minneapolis, MN 55414
612-373-3882
Items: Books

Western Publishing Company, INC.
P.O. Box 700, 1220 Mound Avenue
Racine, WI 53404
1-800-255-3089
414-631-5124
Items: Golden Field Guides

Westview Press
55000 Central Avenue
Boulder, CO 80301
Items: Educational Books

Wildlife Books
745 Fifth Avenue Suite 1803
NYC, NY 10022
212-753-1211

Wildlife Lithographs
510 E. Fellows Street
Dixon, IL 61021
1-800-523-1443
815-284-3871
Items: Posters

Yankee Publishing Incorporated
Main Street
Dublin, NH 03444
1-800-872-9265 Ext. 309
603-563-8111
Items: Books

AGREEMENT BETWEEN
U.S. FISH AND WILDLIFE SERVICE
DEPARTMENT OF THE INTERIOR
AND THE
MINNESOTA VALLEY INTERPRETIVE ASSOCIATION

This Memorandum of Agreement is between the U.S. Fish and Wildlife Service (hereinafter referred to as the "Service"), and agency of the United States Department of the Interior, acting through the Director or appropriate Regional Director, Fish and Wildlife Service, or their designees, and the Minnesota Valley Interpretive Association (hereinafter referred to as "Association"), acting through the Chairman of its Board of Directors or the Board's designee.

WITNESSETH:

WHEREAS, it is a purpose of the Fish and Wildlife Service to provide recreational opportunities within Service administrative units when compatible with the primary conservation objectives of such units, as provided in the Act of October 15, 1966 (16 U.S.C. 460k); and

WHEREAS, interpretive and educational materials and programs enhance the appreciation of our Nation's fish and wildlife resources and thereby encourage utilization of the recreational opportunities provided on Service administrative units; and

WHEREAS, the Association has the educational, historical, scientific and non-profit purposes of assisting educational and interpretive activities of the Service; and

WHEREAS, the Service desires to provide facilities and cooperating services for the sale of materials of interpretive and educational value and for the presentation of specified programs relating to interpretive themes of Service administrative units;

NOW THEREFORE, pursuant to authority contained in the Acts of September 28, 1962 (16 U.S.C. 460k-2); May 28, 1963 (16 U.S.C. 460l-1(f)(1)); October 15, 1966 (16 U.S.C. 460k, 668dd(b)(1)); November 8, 1978 (16 U.S.C. § 742f (a)(4)); March 10, 1934 (16 U.S.C. § 661); and other laws supplemental thereto and amendatory thereof, and in consideration of the mutual benefits which will accrue to the Service and the Association, the parties agree as follows:

1. AUTHORIZATION

The Service authorizes the Association to provide, and the Association agrees to provide, the hereinafter described interpretive and educational services to the visiting public for a period of five years commencing on the day following the ratification of this Agreement by the Service. This Agreement will automatically renew for another five year period on October 1 of the last

- 1 Use of the term "Director" throughout this Agreement shall mean Director or appropriate Regional Director.

year, unless at least 20 days notice of cancellation is given by either party before the date of renewal. While the Service reserves the right to terminate the agreement, or any part thereof, at any time upon at least 20 days notice without the necessity of any legal process, the Service will hold a meeting with the Association prior to the termination setting forth the reasons for termination.

2. ASSOCIATION RESPONSIBILITIES

The Association may use facilities within the service administration units described in Section 9.D.(1) for the sale of educational and interpretive items for the benefit of the visiting public.

A. Sales Terms

- (1) The Association may sell only interpretive and educational items, such as publications, maps, visual aids, handicrafts, and other objects directly related to the interpretive and educational themes of the Service administrative units. This does not prohibit granting of a concession permit to an Association authorizing the sale of other items.
- (2) The Association shall not sell original artifacts, such as potsherds or battlefield relics, to which the Antiquities Act of June 8, 1906 (16 U.S.C. Sec, 431-433) or 43 C.F.R., Part 3, would apply if discovered on public lands, notwithstanding whether such objects were in fact discovered on lands owned or controlled by the United States.
- (3) The Association is not by this Agreement granted the right to sell items, the sale of which would infringe on applicable contract rights of a concessioner.
- (4) The Association shall maintain a high standard of quality in all items produced or sold.
- (5) The Association shall not sell any item which has not been approved by the Project Leader or an appropriate Service person, as designated by the Director. The Association shall allow publications to be reviewed by the Service on editorial and design quality.
- (6) The Association shall sell items at fair market value provided that such prices shall be approved in advance by the Project Leader or an appropriate Service person, as designated by the Director.
- (7) The Association shall display the sales items in good taste and in keeping with the general design and decor of the Service administrative unit.

- (4) An evident and distinct separation shall be maintained between the activities of the Association and those of the Service. All steps shall be taken to avoid even an appearance that the service directs the management or decision-making process of the Association.
- (5) Association personnel are not Government employees and are not authorized to undertake any Governmental function or activity on behalf of the Service beyond routine visitor information services and living history or like programs. Association employees shall not engage in activities which would reasonably lead the visiting public to conclude that they are Government employees. No Association employee shall wear a Service or other Government uniform. All Association employees shall wear some easily observable and readily identifiable insignia of Association affiliation when on the Service administrative unit on Association business.

E. Approvals

- (1) Hours of operation, rates and prices, standards of service, and merchandise to be sold shall be subject to the approval of the Director.
- (2) The Association may at any time make a written request for such necessary approvals. Failure to disapprove within thirty days of receipt of such written request shall be deemed to constitute Service approval. This subparagraph does not apply to the approval required by subparagraph 2.B.(1).

F. Interpretive Activities

- (1) Interpretive activities engaged in by the Association must meet Service standards and be approved by the Project Leader.
- (2) Interpretive activities conducted by the Association will be directed by the Project Leader, or through the Executive Secretary of the Association when that officer is a Service employee; provided, however, the Association personnel shall only be available for the purposes of the interpretive activity.

3. SERVICE RESPONSIBILITIES

The Service agrees to allow the Association to use those facilities within the Service administrative unit which are designated in Exhibit B for the sale of educational and interpretive items for the benefit of the visiting public.

A. Sales Items

The Service shall cooperate with the Association in the planning and design of merchandise appropriate for sale by the Association at the facilities provided therefor by the Service.

B. Facilities

B. Facilities

- (1) The Association may redesign and renovate existing sales facilities as necessary, including renovation of display structures, furnishings, equipment, signing, display lighting, and lighting in the immediate area of the facilities provided that all plans therefor are approved in advance by the Service. All permanent improvements made by the Association shall become the property of the Service upon termination of this Agreement.
- (2) The Association shall keep the sales facilities clean and presentable throughout the workday.
- (3) The Association shall exercise reasonable care to prevent damage to any Government property used by it during its operation and shall, insofar as possible, protect all such property.

C. Records and Accounting

- (1) The Association shall conduct its fiscal operations in accordance with accepted business practices, utilizing purchase orders, receipts, invoices, and inventory records.
- (2) The Association shall comply with the Standard Accounting System for cooperating associations, which is attached as Exhibit A.
- (3) The Association shall submit to the Service's National Volunteer Coordinator, through the appropriate Regional Director, a complete financial report at the end of each fiscal year. The report shall be accompanied by a description of activities of all of the Association's Service outlets, submitted on a form provided by the National Volunteer Coordinator.
- (4) The Director, or his designee, may review any of the records of the Association during the term of this Agreement.

D. Personnel

- (1) The Association shall provide such personnel as are reasonably necessary to operate the sales facilities as indicated by the level of gross sales. These personnel may include, as necessary, a central business office staff, local facility managers, and sales clerk. Otherwise, Service personnel may offer sales items to the public as an individual supplement to their interpretive duties.
- (2) The Association shall designate an Association member or employee who is authorized to act as liaison with Service.
- (3) All Association employees involved in visitor contact shall be oriented in the Service administrative unit's visitor service programs and shall be certified by the Project Leader before assuming any responsibilities under this Agreement.

- (1) The Service shall provide the Association with such sales and other facilities as are identified in Exhibit B, and such other facilities as may hereafter be deemed necessary or desirable by the Service, provided that the Service reserves the right to relocate or withdraw any such facilities upon reasonable notice in order to meet needs of the Service. The Service shall have access to all facilities, which shall also be subject to the right of the Service to make such surveys and inspections as the Service deems necessary.
- (2) The Service reserves the right to design and construct any new facilities, and shall allow the Association to review and comment on any plans therefor. The Association, however, shall have no right of veto over any designs or plans.
- (3) The Service shall provide the Association with incidental utility services at each assigned facility, including water, electricity, heat, air conditioning (if available in the building), to the extent these utilities are required for the operation of the building for Governmental purposes. All other utilities will be provided to the Association on a reimbursable basis.
- (4) The Service shall provide general maintenance and repair services only for those improvements made by the Association which are of a permanent nature and for those sales areas located in Government-owned buildings.
- (5) The Service shall designate an employee who shall act as liaison with the Association.

4. SUPPLEMENTAL AGREEMENTS

The Service and the Association further agree that, by supplemental agreement, the Association may offer additional educational and interpretive services which support the mission of the Service administrative unit. This includes assisting, planning, and conducting the presentation of interpretive and educational programs, involving as needed, but not limited to, employment of interpreters, purchasing of supplies, and sale of program products.

5. INDEMNIFICATION AND INSURANCE

- A. The Association shall indemnify, save and hold harmless and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of or from any omission or activity of the Association in connection with activities under this Agreement.
- B. The Association shall procure public and employee liability insurance with a minimum limitation of \$100,000 for any number of claims from any one incident, with respect to the activities of the Association and its employees. The United States of America shall be named as an additional insured on all such policies. All such policies shall specify that the insurer shall have no right of subrogation against the United States for payment of any premiums or deductibles.

thereunder and such insurance policies shall be assumed by, credited to the account of, and undertaken at the Association's sole risk.

6. ASSOCIATION ORGANIZATION

- A. The Association's Articles of Incorporation and By-Laws shall comply with requirements of the States in which the Association is incorporated. Nonprofit status must be maintained in accordance with Federal and State laws and the Association will make available for inspection at the request of the Service documents demonstrating non-profit status. This contract will automatically terminate if non-profit status is lost.
- B. Non-Service representation on the Board of Directors must be a majority. Service employees shall not represent the Association in any matter between the Association and the Service. When acting as an Officer or Association Board Member, a Service employee shall not participate in any Association decision concerning the relationship of the Association to the Service, including, but not limited to, executing or negotiating contracts, signing checks or hiring or firing Association employees.
- C. The role of the Executive Secretary of the Association or, in the case of an amalgamation, the equivalent position, when that officer is a Service employee, is to represent the interests of the Fish and Wildlife Service and to provide cooperative assistance to the Association. His or her scope of Association responsibility shall be limited to providing assistance in overseeing the day-to-day, routine business of the Association, and serving as liaison between the Service and the Association. Service employees will at all times comply with the Employee Responsibility and Conduct regulations of the Department of the Interior appearing at 43 C.F.R. Part 20.
- D. The Association Treasurer shall not be a Service employee.

7. ASSIGNMENT

No transfer or assignment of this agreement or of any part thereof or interest therein, directly or indirectly, voluntary or involuntary, shall be made unless such transfer or assignment is first approved by the Director or his authorized representatives in writing.

8. APPROPRIATIONS

Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purposes of this Agreement for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocation.

9. MISCELLANEOUS

- A. The rights and benefits conferred by this Agreement shall be subject to the laws of the United States governing the Fish and Wildlife Service and to the rules and regulations promulgated thereunder, whether now in force or hereafter enacted or provided and the mention of specific restrictions, conditions, and stipulations herein shall not be construed as in any way impairing the general powers of supervision, regulation and control by the Service.
- B. 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 therefrom, but this restriction shall not be construed to extend to this Agreement if made with a corporation or company for its general benefit.
- C. The Association agrees that all its activities shall be conducted in accordance with all applicable laws and regulations, both State and Federal. Specifically, the Association shall comply with the Requirements of (a) Executive Order No. 11245 of September 24, 1967, (b) Title V., Section 503 of the Rehabilitation Act of September 26, 1973 (P.L. 93-112), which requires Government Contractors and Subcontractors to take affirmative action to employ and advance in employment qualified handicapped individuals, and (c) with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and in providing facilities and service to the public, as set forth in Exhibit B attached hereto and made a part thereof.
- D. In all cases where rights or privileges are granted herein in general or indefinite terms, the extent of the use of such rights or privileges by the Association shall be determined by further written agreement.

(continued)

Please note that the IRS requirements for submission of Form 990 is the 15th of the fifth month following the end of the fiscal year.

4. Non-profit and tax exempt status must be maintained in accordance with State and local specifications. In order to maintain tax exempt status with the Internal Revenue Service, you must file an application for recognition under section 501(c)(3) of the Internal Revenue Code (Form 1023).

5. Complete IRS Form 990 according to instructions and copy for submission as part of your annual report to the Service. [Note that penalties for a delay in submitting Form 990 to the IRS is \$10 per day.] Keep up to date on IRS revisions and new rulings on Form 990. Also note that Form 990 is subject to public inspection.

This Agreement is effective between the Association and the Service with regard to the following specified Service administrative units, to wit:

(1) Minnesota Valley National Wildlife Refuge

IN WITNESS WHEREOF, the Association has caused this Agreement to be executed
this _____ day of _____.

Minnesota Valley Interpretive Association

By: _____
President, Board of Directors

IN WITNESS WHEREOF, the Service has caused this Agreement to be ratified this
_____ day of _____.

Fish and Wildlife Service

By: _____
Regional Director
U.S. Fish and Wildlife Service

Exhibit A
INTRODUCTION
TO
STANDARD ACCOUNTING SYSTEM

The Cooperating Association Standard Accounting System prescribed herein covers the basic requirements for enabling associations to comply with regulations under Section 501(c)(3) of the Internal Revenue Code, and therefore provides the Fish and Wildlife Service with financial information to satisfy its needs.

Associations will no longer be required to use the old standard accounting system account numbers prescribed in the National Park Service Cooperating Association Management Handbook; however, most associations will find it convenient to continue to use those accounts and numbers that are necessary to meet the requirements of the annual financial report. Each association should consult with its own certified Public Accountant or auditor, and operate according to their individual needs to meet day-to-day business requirements and the requirements of the annual reporting form. Two published guidelines are herewith recommended:

Financial Recordkeeping for Small Stores, Small Business
Management Series No. 32, Superintendent of Documents,
U.S. Government Printing Office, Washington, D.C. 20402

A Manual on Bookselling, How to Open and Run Your Own Book-
store, Crown Publishers, Inc., One Park Ave., New York,
NY 10016.

There are many other simplified accounting guides on the market. Choose the one which best meets your requirements.

The following annual report requirements must be met:

1. The Cooperating Association fiscal year runs from October 1 through September 30.
2. Audits by a C.P.A. are not required for associations with gross sales amounting to less than \$100,000.
3. A complete annual financial report, supported on the audit verification when necessary, will be submitted through the appropriate Regional Director to the Director, FWS, Washington, D. C. 20240, ATTN: Cooperating Association Coordinator, within 90 days of the end of the fiscal year or by January 1. This report should be accompanied by a completed information form which will be provided by the Washington Office by October 15 of each year.

Exhibit B
Facilities

The Service will provide the Association with approximately 600 square feet of retail space in the Minnesota Valley National Wildlife Refuge Visitor Center, located at 3815 East 80th Street.

Storage and administrative space within the Visitor Center will also be made available to the Association.

U.S. FISH AND WILDLIFE SERVICE

REFUGE MANUAL

PUBLIC USE MANAGEMENT

8 RM 12.12

12. Cooperating Associations

- ✓ 12.12 Personnel. No Service employee may hire or fire association employees. If the association donates money to the Service to employ a person, the refuge manager exercises all normal administrative responsibility for the employee. All association employees involved in visitor contact must be approved by the refuge manager before assuming such duties. If the association pays personnel to provide interpretive services, the refuge manager or the interpretive specialist (or logical alternative) will supervise those personnel. Such personnel can be used only for the purposes for which they were employed. Applicants for employment with the association, or those who are to be hired by association funds, must receive consideration for employment without regard to race, color, sex, age, religion, national origin, or non-merit factors.
- 12.13 Uniforms. Association employees will not wear the Service uniform. Association employees may wear a uniform, but it must not resemble the Service uniform and it must be approved by the refuge manager.
- 12.14 Approvals and licenses. The association must be incorporated and must comply with the laws of the State in which it is incorporated. It must comply with the requirements of that State for non-profit organizations be tax-exempt, and may have to acquire a tax-exempt number. Necessary sales permits and retail licenses must be obtained. Hours of operation, rates, prices, and materials sold must be approved by the regional director or the designated Service representative. Annual and long-range activities of the association as identified in the cooperative agreement must be approved by its Board of Directors and by the refuge manager.
- ✓ 12.15 Cooperating association agreements. A standard format for an agreement with a cooperating association has been approved by the Solicitor's Office and is available from the regional coordinator. This agreement, modified as necessary, should be submitted through the regional director and to the regional office of Contracting and General Services for document control registration. This agreement should be signed by the regional director and cooperating association board chairman. Copies of the agreement should be filed by the association, refuge, and regional coordinator.
- 12.16 Problems and disagreements. Problems or disagreements between association and station personnel shall be negotiated by the parties directly affected. The regional coordinator or other regional office staff may be requested to help because of association and Service experience.
- 12.17 Termination of agreements. The association agreement can be terminated on 30 days written notice by the Service or the association. The Service reserves the right to terminate the agreement immediately if it is in the public interest to do so. The Service will consult with the representatives of the association when that association's agreement is proposed for termination.

REFUGE MANUAL

12. Cooperating Associations

- D. Annual report. The Service liaison will arrange for the association to complete a fiscal year (Oct. 1 - Sept. 30) report form that will be provided by the national coordinator. The completed form will be sent to the national coordinator by November 30 of each year after the completed form, along with a complete financial report, has been submitted to and reviewed by the regional coordinator.

- 12.9 Service employees who are association members. Service employees may be voting members of an association, but they must not hold any position in the association which may appear as a conflict of interest with their positions as Service employees. The Board of Directors includes a chairman, a treasurer, executive secretary, and usually includes the refuge manager as an ex officio (non-voting) member. Other Service employees in addition to the refuge manager serve as ex officio members of the Board, but non-Service representation must be a majority.

The role of the executive secretary, when a Service employee, is to represent the interests of the Service and to provide assistance to the association. In such cases the responsibility of the executive secretary shall be limited to overseeing the routine business of the association and serving as liaison between the Service and the association. The executive secretary may order publications in the absence of the business manager or other association official.

The treasurer of the association cannot be a Service employee. No Service employee may participate in the formal decisionmaking procedures performed by the association concerning the relationship between the association and the Service. A Service employee may not negotiate or execute contracts for the association.

- 12.10 Items for sale. All items for sale at the field station must be educational or interpretive in nature. These items will illustrate the purpose of the field station or reinforce the goals of the Service. Items for sale may include, but are not limited to, books, field guides, pamphlets, pictures, posters, slides, maps, interpretive publications on specific occurrences, and other natural resource related materials. Associations may not sell food, soft drinks, or other items normally sold only by concessions without developing a separate concession contract. Photographic film may be sold if no concession is in operation at the field station and film is not available for purchase within reasonable driving distance of the sales outlet.

- 12.11 Sales item approval. Items offered for sale by the association must be of high interpretive quality. Such items must be approved by the regional director or the regional coordinator and the refuge manager. Publications currently in print and bought directly from a publisher must be approved for suitability by the refuge manager.

REFUGE MANUAL

12. Cooperating Associations

comment on plans prior to construction. The association may redesign or renovate existing facilities, display structures, equipment, or lighting for display upon prior approval by the Service. The Service will retain ownership of all such renovated facilities.

Water, electricity, heat, and air conditioning (if available) will be provided by the Service to the extent required for operation of the facility for government purposes. General maintenance and repair will be provided by the Service in government-owned buildings.

When a sales facility is operated by association hired personnel, the association will be responsible for keeping the facility neat and clean and take reasonable care to prevent damage to the government property used by the association.

12.7 Training. Initial training in operating procedures will be provided by the association to Service employees who may operate the sales facilities. Training will include such subjects as proper display techniques, lighting, the prevention of shoplifting, bookkeeping, and inventory management.

12.8 Recordkeeping, insurance and audits. The association will employ a bookkeeper to make annual audits and Internal Revenue Service reports. Service employees will be responsible only for minor bookkeeping at the field station. If the association has an employee at the field station, that person will be responsible for bookkeeping, monthly financial reports, book requests, and inventory.

- A. **Records.** The association must keep appropriate records and accounts following accepted business practices. The association will use receipts, invoices, purchase orders, and inventory records. Upon request, the association must make available their financial records for review by the Director or a person designated by the Director. All records, including but not limited to, original documents, articles of incorporation, and sales information must be maintained in a secure place.
- B. **Audits.** CPA audits will not be required when gross sales are less than \$100,000 per year. With sales over this amount an annual audit that is verified by an independent CPA or public accountant is required.
- C. **Insurance.** The association must carry a minimum of \$100,000 in liability insurance. Additional insurance requirements will be negotiated by the Service and the association.

U.S. FISH AND WILDLIFE SERVICE

REFUGE MANUAL

PUBLIC USE MANAGEMENT

8 RM 12.5E

12. Cooperating Associations

- E. Service association liaison. At each participating field station, a Service employee must be designated to act as a liaison with the association. The interpretive specialist or a similar alternate should be designated because of the overall interpretive nature of the association's function. Other Service employees at the field station may be appointed to collect money from sale of materials and handle financial records and procedures set up by the association's board of directors. When the volume of annual sales exceeds \$10,000, the Service may request that the association employ a full or part-time sales person. Where the facility is small a Service employee will sell the materials.

It shall be the responsibility of the Service liaison to:

- (1) Attend as many board meetings each year as possible.
- (2) Be responsible for routine operation of sales area or supervise others carrying out this task. Ensure that refuge staff time spent on the outlet business is efficient and effective.

- F. The association. A Service or association employee or volunteer may sell association materials and the Service will cooperate with the association in every way possible, but the association must perform all routine tasks such as managing commercial activities, ordering books, and signing checks.

The association shall designate a member or an employee of the association (usually the executive secretary) to be a liaison with the Service and keep the field station and regional office informed about association affairs.

Association employees must not act in any way which leads the public to conclude that they are Service employees. However, they may conduct routine information service, work in visitor centers, and carry out interpretive activities (such as special demonstrations or living history activities) under the guidance of a Service employee.

The association must avoid any implication that the Service endorses any commercial product or process.

- 12.6 Facilities. Both Service and association representatives will decide on the necessary sales facilities. The Service will retain emergency access to the facilities along with complete inspection rights and the right to withdraw the facilities from association use upon 30 days notice. The Service retains the right to design and construct new facilities or renovate old facilities and will encourage the association to review and

REFUGE MANUAL

12. Cooperating Associations

- B. Regional director. The regional director signs agreements with cooperating associations and is responsible for overall progress of cooperating association work throughout the region and designates a regional cooperating association coordinator to guide this function.
- C. Regional coordinator. The regional coordinator, as staff to the regional director, evaluates the progress of cooperating association work throughout the region, prepares an annual regional report, assists in establishing association outlets, assists in problem solving between associations and field stations, assists in developing new publications, assists in training station staff, and assists in negotiating new cooperative agreements.
- D. Refuge manager. The refuge manager:
- (1) Assesses needs of the refuge and compares them with the benefits and costs of establishing a cooperating association. Factors to be considered include station objectives, future plans, funding and staffing levels required to coordinate with the association and/or oversee the sales outlet.
 - (2) Assesses the needs of visitors to determine the desirability of initiating an agreement with a cooperating association. Factors to be taken into consideration will include: volume of visitor use, hours of operation of visitor center or office, visitor needs for information and publications, quality of existing publications available on-site, and visitor awareness of refuge purposes.
 - (3) Obtains the services of an association by seeking the assistance of the regional coordinator.
 - (4) Cooperates with the association in such areas as establishing a sales outlet, recommending what items are to be sold, and pricing these items.
 - (5) Approves or disapproves uniforms of association employees who may work at the field stations.
 - (6) Designates a Service employee to serve as liaison between the refuge and association.
 - (7) Ensures that the sales outlet is run in the spirit of cooperation outlined by the agreement.

REFUGE MANUAL

12. Cooperating Associations

- 12.1 Policy. The Service may enter into an agreement with a cooperating association to enhance the interpretive, educational and recreational objectives of a field station.
- 12.2 Objectives. Through an agreement with a cooperating association, the Service:
- ✓ A. Contributes to the goals of fish and wildlife management.
 - ✓ B. Makes available interpretive and educational materials that add to the visitor's enjoyment and understanding of the field station, the natural, cultural, and recreational resources of the area, and the National Wildlife Refuge System.
 - ✓ C. Receives support and benefits from the affiliation with a non-profit organization in efforts to enhance the interpretive, educational, and recreational goals of the field station.
- 12.3 Authorities. Both the National Wildlife Refuge System (NWRS) Administration Act of 1966 and the Refuge Recreation Act authorize the Service to cooperate with associations in the reproduction and sale of educational materials. The Service is also authorized to accept donations of funds, goods, and services by the Fish and Wildlife Coordination Act and the Fish and Wildlife Act of 1956, as amended.
- 12.4 Definitions. Cooperating associations are defined as private, non-profit, tax exempt organizations, incorporated in the State where their headquarters are located (and in other States, as necessary). and governed by articles of incorporation, organizational bylaws, and the decisions of their board of directors. The goals of cooperating associations include the improvement and advancement of interpretive and educational activities on refuges through the sale of high quality educational materials to refuge visitors and the subsequent donation of money, goods or services aimed at improving public service and environmental awareness.
- 12.5 Responsibilities.
- A. National coordinator. The national coordinator, as staff to the Director, evaluates the progress of cooperating association work across the country, prepares an annual report, and assists in developing policy and standards of operation.

REFUGE MANUAL

12. Cooperating Associations

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Internal Revenue Service
District Director

Department of the Treasury

P. O. Box 3159
Cincinnati, OH 45201

Date: July 5, 1988

Name of Plan/Organization:
Seney Natural History Assoc.

Seney Natural History Association
PO Box 66
Seney MI 49883

Plan Number: N-A
Person to Contact:
Ruth Schof
Telephone Number:
(513) 684-6185
Extended Response Date:
August 6, 1988

Dear Applicant:

We received your request for a determination letter. However, the user fee required to be paid for the request was not included, or the amount included was not sufficient for the type of request submitted. Please read the enclosed (Form 8717, User Fee for Employee Plans Determination Letter Request, or Form 8718, User Fee for Exempt Organizations Determination Letter Request) which explains the fee and lists the amount due for each type of request.

Please submit \$ 300 within 30 days from the date of this letter so that we may process your request.

BE SURE TO ATTACH A COPY OF THIS LETTER TO YOUR REPLY.

If you have any questions about this matter, please contact the person whose name and telephone number are shown above.

Sincerely yours,

District Director

Enclosure:
Form 8717 or Form 8718
Copy of this letter
Envelope

F-U103

**User Fee for Exempt Organization
Determination Letter Request**

Attach to determination letter applications.

For IRS Use Only

Control number _____

Amount paid _____

User fee screener _____

1 Name of organization

Seneca Natural History Assoc 38-2762381

2 Type of request (check only one box and include a check or money order made payable to Internal Revenue Service for the amount of the indicated fee):

Fee

- a ☐ Initial request for recognition of tax-exempt status under section 501(a) (except a section 401(a) trust) by an organization whose gross receipts have not exceeded (or are not expected to exceed) \$5,000 annually averaged over its first four taxable years. If you check this box you must complete the income certification below \$ 150

CertificationI hereby certify that the gross receipts of _____ have not exceeded (or are not
(enter name of organization)

expected to exceed) \$5,000 annually averaged over its first four years of operation.

Signature _____ Title _____

- b ☒ All other initial requests for recognition of tax-exempt status under section 501(a) or 521 (except a section 401(a) trust) \$ 300
- c ☐ Private foundation which has completed a section 507 termination and which seeks a determination letter that it is now a public charity. \$ 200

Instructions

The Revenue Act of 1987 requires payment of a user fee for determination letter requests submitted to the Internal Revenue Service. The fee must accompany each request submitted to a key district office with a postmark date or receipt date (if not mailed) after January 31, 1988.

The fee for each type of request for an exempt organization determination letter is listed in item 2 of this form. Check the block that describes the type of request you are submitting, and attach this form to the front of your request form along with a check or money order for the amount indicated. Make the check or money order payable to the Internal Revenue Service.

Determination letter requests received with no payment or with an insufficient payment will be returned to the applicant for submission of the proper fee. To avoid delays in receiving a determination letter,

be sure that your application is sent to the applicable address shown below. These addresses supersede the addresses listed in Publication 557 and all application forms.

If entity is in this IRS District	Send fee and request for determination letter to this address	Dallas, Albuquerque, Austin, Cheyenne, Denver, Houston, Oklahoma City, Phoenix, Salt Lake City, Wichita	Internal Revenue Service EP/EO Division Mail Code 4950 DAL 1100 Commerce Street Dallas, TX 75242
Brooklyn, Albany, Augusta, Boston, Buffalo, Burlington, Hartford, Manhattan, Portsmouth, Providence	Internal Revenue Service EP/EO Division P. O. Box 1680, GPO Brooklyn, NY 11202	Atlanta, Birmingham, Columbia, Ft. Lauderdale, Greensboro, Jackson, Jacksonville, Little Rock, Nashville, New Orleans	Internal Revenue Service EP/EO Division C-1130 Atlanta, GA 30301
Baltimore, District of Columbia, Pittsburgh, Richmond, Newark, Philadelphia, Wilmington, any U.S. possession or foreign country	Internal Revenue Service EP/EO Division P. O. Box 17010 Baltimore, MD 21203	Anchorage, Las Vegas, Boise, Los Angeles, Honolulu, Portland, Laguna Niguel, San Jose, Seattle	Internal Revenue Service EO Application Receiving Room 5127, P. O. Box 486 Los Angeles, CA 90053-0486
Cincinnati, Cleveland, Detroit, Indianapolis, Louisville, Parkersburg	Internal Revenue Service EP/EO Division P. O. Box 3159 Cincinnati, OH 45201	Sacramento, San Francisco	Internal Revenue Service EO Application Receiving Stop SF 4446 P. O. Box 36001 San Francisco, CA 94102
		Chicago, Aberdeen, Des Moines, Fargo, Helena, Milwaukee, Omaha, St. Louis, St. Paul, Springfield	Internal Revenue Service EP/EO Division 230 S. Dearborn DPN 20-5 Chicago, IL 60604

Attach Check or Money Order Here



CONFERENCE OF NATIONAL PARK COOPERATING ASSOCIATIONS

~~Michael LaBaire,
Executive Director
Box 517
Morningdale, Mass. 01530
617-869-6325~~

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307-733-2880 ext. 204

Guy G. Ferrell
Arizona Memorial
Museum Association
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Honolulu, Hawaii 96816
808-732-6410

Brad Wallis
Dinosaur Nature Association
910 North 2000 West
Vernal, Utah 84078
801-789-2110

7/28/87

Jim

This is a list of the members of the board of directors of the Conference. Most of these people are managers of the association listed, however the last two are chairmen of the board of directors for the association listed. You might want to get information on membership or affiliation of some sort.

*Response to your
letter coming soon.*



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Seney National Wildlife Refuge
Seney, Michigan 49883

IN REPLY REFER TO:

March 1, 1987

Dear ,

Things are starting to get rolling at the visitor center. Jim and I heard that the Seney Natural History Association will be getting a 3 year, no interest, \$10,000 loan from the Fish and Wildlife Foundation. We would like for all board members to review the enclosed list of items we think the bookstore requires. We would like to have your approval because it is, after all, your association. A tentative meeting will be set up for Wednesday, March 9, 1988 at 7:00 for discussion. If you are not able to attend we ask that you review, sign and mail the enclosed list by March 7 if possible, so we know who will not be at the meeting. Any comments or questions that you may have are welcome.

I tried to keep the bookstore items down so that there is less confusion during the change over. Special items such as patches will have to wait until summer when more of the members are present to decide what they would like. There are several companies which would like to show their products to the Association, once things get settled.

You will notice that the list of items to purchase is \$ 2,000 below what the association will be receiving. That way if anything major comes up the association will be able to handle it. Also the prices on the list do not include any shipping charges.

A few things to start thinking about: Plaque for charter members; Membership drive; Cards for membership discount; A suggestion to open the bookstore next year at the Winter Film Festival. You might want to consider chairpersons to involve more people and distribute the work.

I am looking forward to the new bookstore and working with you once again this summer. I hope that all is well with you. Sorry for the short notice but we have a few people leaving on vacation and once they leave we won't have many board members at all.

Sincerely,

Sandra M. Siekaniec
Assistant Refuge Manager

1988 SENEY NWR BOOKSTORE ORDERS

ITEM	DISCOUNT PRICE	FIRST ORDER	TOTAL PRICE
T-Shirts, Adults	\$3.40/3.10	350	\$1145.00
T-Shirts, Youth	\$2.80/2.55	120	\$321.00
Sweatshirts, Adult	\$9.55	100	\$955.00
Sweatshirts, Youth	\$8.05	50	\$402.50
When Pine Was King	\$4.49	10	\$44.90
Peterson's Field Guide to Birds	\$7.12	20	\$142.40
Peterson's Field Guide to Wildflowers	\$7.12	10	\$71.20
Peterson's First Guide to Birds	\$2.18	20	\$43.60
Peterson's First Guide Wildflowers	\$2.18	20	\$43.60
Peterson's Coloring Book - Birds	\$2.18	35	\$76.30
Peterson's Coloring Book - Mammals	\$2.73	35	\$95.55
Peterson Coloring Book - Wildflowers	\$2.18	35	\$76.30
Field Guide to Bird Songs Tape	\$13.17	25	\$329.25
How Indians use Wild Plants	\$2.37	20	\$47.40
MI Wildflowers in Color	\$6.57	35	\$229.95
Wildlands for Wildlife	\$6.36	50	\$318.00
Berry Finder	\$1.50	160	\$240.00
Fern Finder	\$1.50	35	\$52.50
Track Finder	\$1.50	100	\$150.00
Tree Finder	\$1.50	100	\$150.00
Winter Tree Finder	\$1.50	35	\$52.50
The Loon - Voice of Wilderness	\$9.57	10	\$95.70
Voices of the Loon Tape	\$7.20	20	\$144.00
National Geographic Field Guide to Birds	\$11.90	15	\$178.50
Wildlife Identification Pocket Guide	\$0.53	110	\$58.30
Audubon Field Guide to Eastern Birds	\$7.70	20	\$154.00
Audubon Field Guide to Mammals	\$7.70	10	\$77.00
Audubon Field Guide to Eastern Trees	\$7.70	10	\$77.00
Audubon Field Guide to Wildflowers	\$7.70	35	\$269.50
Audubon Master Guide to Birding	\$26.91	5	\$134.55
Sand County Almanac	\$1.95	10	\$19.50
Eagles, Hawks, Falcons and Owls of Amer.	\$2.37	20	\$47.40
Ducks at a Distance	\$0.60	60	\$36.00
Posters - Stewart Cassidy	\$0.75	650	\$487.50
Mammals of the Great Lakes Region	\$5.37	10	\$53.70
Indians of the Western Great Lakes	\$5.97	10	\$59.70
Edible Mushrooms	\$5.97	10	\$59.70
Golden Guide to Birds	\$2.17	21	\$45.57
Golden Guide to Butterflies & Moths	\$2.17	9	\$19.53
Golden Guide to Fishes	\$2.17	9	\$19.53
Golden Guide to Flowers	\$2.17	9	\$19.53
Golden Guide to Insects	\$2.17	9	\$19.53
Golden Guide to Mammals	\$2.17	18	\$39.06
Golden Guide to Reptiles & Amphibians	\$2.17	15	\$32.55
Golden Guide to Trees	\$2.17	15	\$32.55
Guide to the National Wildlife Refuges	?	24	\$114.72
Rolled Posters - Wildlife Lithographs	\$0.90	100	\$90.00
Shrink-wrapped Posters - Wildlife Litho.	\$1.40	80	\$112.00
TOTALS		2679	\$7483.57

OTHER PURCHASES

ITEM	QUANTITY	TOTAL PRICE
SHARP XE-1051 Electronic Cash Register	1	\$218.00
2 1/4 in. double layer receipt paper	10 rolls	\$11.90
Address Stamps (billing address)	3	\$19.95
Address Stamps (shipping address)	3	\$19.95
Sales books for written out receipts / name	20 books	\$29.95
Purchase order forms with name	100 sets	\$23.95
Price marker gun	1	\$49.95
Price marker labels with Seney Assoc.	10,000	\$42.95
Price marker ink cartridges	6	\$9.95
Plastic bags - 21 in. X 24 in. for large posters	100	\$52.50
Plastic bags - 9 in. X 12 in. for books	300	\$28.50

TOTAL OTHER PURCHASES	\$507.55
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TOTAL FROM BOOKSTORE ORDERS	\$7483.57
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GRAND TOTAL	\$7991.12
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1988 SENEY NWR BOOKS

ITEM	PUBLISHER	1988		
		QUANTITY SOLD	DISCOUNT PRICE	RETAIL PRICE
Audubon F.G. Eastern Birds	Random House	26	\$7.70	\$13.50
Audubon F.G. Eastern Trees	Random House	31	\$7.70	\$13.50
Audubon F.G. Mammals	Random House	24	\$7.70	\$13.50
Audubon F.G. Wildflowers	Random House	35	\$7.70	\$13.50
Aud. Master Guide to Birds	Random House	15	\$24.00	\$41.85
Berry Finder	Nature Study Guild	106	\$0.85	\$1.50
The Common Loon	Cartwheel Co.	43	\$4.50	\$6.30
Ducks at a Distance	SW Nat. & Cult. Heri	183	\$0.60	\$1.00
Eagles, Hawks, Falcons,	Roberts Rinehart	50	\$2.18	\$3.95
Edible Mushrooms	Univ. of MN Press	27	\$5.97	\$9.95
Edible Mushroom: Cookbook	Random House	3	\$8.67	\$14.95
Endangered Species C.B.	Spizzirri	79		\$1.49
F.G. to Bird Songs - tape	Common Ground Dist.	36	\$13.17	\$21.95
Fern Finder	Nature Study Guild	49	\$0.85	\$1.50
Field Guide to Bird's Nest	Common Ground	10	\$12.95	\$17.95
Golden F.G. to Birds	Western Pub. Co.	35	\$5.48	\$9.95
Golden F.G. to Trees	Western Pub. Co.	14	\$5.48	\$9.95
Golden F.G. to Wildflowers	Western Pub. Co.	20	\$5.48	\$9.95
Golden G. Butterflies &	Western Pub. Co.	22	\$2.17	\$3.95
Golden Guide to Birds	Western Pub. Co.	46	\$2.17	\$3.95
Golden Guide to Fishes	Western Pub. Co.	22	\$2.17	\$3.95
Golden Guide to Flowers	Western Pub. Co.	28	\$2.17	\$3.95
Golden Guide to Insects	Western Pub. Co.	32	\$2.17	\$3.95
Golden Guide to Mammals	Western Pub. Co.	33	\$2.17	\$3.95
Golden Guide to Pond Life	Western Pub. Co.	30	\$2.17	\$3.95
Golden Guide to Reptiles &	Western Pub. Co.	19	\$2.17	\$3.95
Golden Guide to Trees	Western Pub. Co.	23	\$2.17	\$3.95
Guide to Nat. Wildlife Ref	Wildlife Books	37	\$7.17	\$11.95
How Indians use Wild Plant	Dover Pub.	44	\$2.37	\$3.95
Incredible Seney	Avery Color Studio	20	\$4.50	\$7.49
Indians Western Great Lake	Univ. of MI Press	23	\$6.57	\$10.95
Landscaping for Wildlife	Minnesota Documents	25	\$4.17	\$6.95
Mammals Great Lakes Region	Univ. of MI Press	16	\$5.97	\$9.95
MI Wildflowers in Color	Harry C. Lund	75	\$6.57	\$10.95
Nat. Geographic F.G. Birds	Ol' Sam Peabody	45	\$11.90	\$19.95
P. First Guide to Birds	Common Ground Dist.	32	\$2.18	\$3.95
P. First Guide Wildflowers	Common Ground Dist.	40	\$2.18	\$3.95
Peterson C.B. Wildflowers	Common Ground Dist.	50	\$2.18	\$3.95
Peterson F.G. Wildflowers	Common Ground Dist.	32	\$7.12	\$12.95
Peterson's C.B. Birds	Common Ground Dist.	55	\$2.18	\$3.95
Peterson's C.B. Mammals	Common Ground Dist.	65	\$2.73	\$4.95
Peterson's F.G. to Birds	Common Ground Dist.	25	\$7.12	\$12.95
Sand County Almanac	Random House	21	\$2.10	\$3.50
Seasons of the Crane	Heritage Associates	6		\$6.95
The Loon - Voice of Wilder	N. Amer. Loon Fund	17	\$9.57	\$15.95
Track Finder	Nature Study Guild	132	\$0.85	\$1.50
Tree Finder	Nature Study Guild	100	\$0.85	\$1.50
Voices of the Loon Tape	North Word	38	\$6.96	\$12.00
We Can Do It! CCC	Charles Symon	19	\$5.40	\$9.00
When Pine Was King	Avery Color Studio	17	\$4.49	\$7.49
Wildlands for Wildlife	National Geographic	34	\$6.36	\$7.95
Wildlife Id. Pocket Guide	Outdoor Empire	105	\$0.53	\$1.95
Winter Tree Finder	Nature Study Guild	35	\$0.85	\$1.50



NATIONAL FISH AND WILDLIFE FOUNDATION

ROOM 2626
18TH & C STREETS, N.W.
WASHINGTON, D.C. 20240
(202) 343-1040

February 26, 1988

Clayton R. St. Martin, President
Seney Natural History Association
Seney National Wildlife Refuge
P.O. Box 66
Seney, Mich 49883

Dear Mr. St. Martin:

I am pleased to inform you that the Board of Directors of the Fish and Wildlife Foundation has approved a loan of \$10,000 at zero percent interest to allow the Seney Natural History Association to assume management of the book store at the Seney National Wildlife Refuge. The loan is to be repaid in full at the end of three years, March 15, 1991.

The Foundation views the approval of this loan as the first step in the development of a revolving loan fund to establish additional cooperating associations at other National Wildlife Refuges. Initiation of the Seney project has national significance as a model for future independent refuge cooperating associations.

The grant will be disbursed on your written request. This grant is made with the understanding that the Foundation will receive timely reports on the progress of the project together with an annual financial report of the Seney Natural History Association. In addition, it is understood that the Foundation's support will be recognized in any and all press releases, publications, and other forms of outreach as appropriate.

The Foundation looks forward to working with the Association to ensure the success of this venture. Should you have any questions or concerns please direct them to our project manager, Whitney Tilt, or myself. Best of luck in the forthcoming effort.

Sincerely,

Charles H. Collins
Executive Director

*March 9th meeting of Friends
T. Worthington
or
Kate*

SL/6

840.01



United States Department of the Interior

FISH AND WILDLIFE SERVICE

WASHINGTON, D.C. 20240

ADDRESS ONLY THE DIRECTOR,
FISH AND WILDLIFE SERVICE

MAR 06 1984

Memorandum

To : Regional Director, Regions 1, 2, 3, 4, 5, 6, and 7
Acting Associate
From : Director

Subject: Standard Cooperating Association Agreement

With the establishment of a new cooperating association outlet at Great Meadows National Wildlife Refuge in Region 5, a number of questions arose concerning the standard agreement, which was developed in 1978 and used as a model for all agreements between the Service and cooperating associations. As a result of these questions, we recently asked the Solicitor to review the agreement. He suggested several minor changes, which are described below and are reflected in the attached revised agreement.

page 1, ¶ 1- Note that use of the term "Director" throughout the agreement now means either the Director or appropriate Regional Director.

page 1, ¶ 6- Note change in authorities.

page 2, ¶ 1- At least 20 days notice of cancellation of the agreement by either party is required.

page 2, B(1)- All permanent improvements (those that cannot be removed) made by the association become the property of the Service after termination of the agreement if the outlet is located on Service property.

page 3, C(3)- Information on cooperating association outlet activities will be compiled at the end of each fiscal year on a form provided by the Washington Office. This information should be submitted through the Regional Director to the Washington Office Cooperating Association Coordinator. A complete financial report on the cooperating association should accompany this form.

page 5, B(2) and B(4)- Note additions to these provisions.

In addition, section 2.B(4) provides space to add any special provisions to the agreement which may be applicable to individual outlets, and section 5.B is non-negotiable except for the "minimum limitation" of the insurance. Acceptable coverage is left to the discretion of the association. A \$100,000 minimum is advised even for the smaller associations.

Note that section 2.D(1) on page 3 has been reviewed by the Solicitor and was found to be acceptable and within the limitations of the authorities quoted on page 1 of the agreement. Section 2.D(1) permits Service personnel to offer sales items to the public as an individual supplement to their interpretive duties.

A copy of this agreement should be sent to every field station with an existing cooperating association sales outlet and to all stations with future plans to open an outlet. The revised agreement should be used when the agreements currently in use expire.

Questions on the revised cooperating association agreement should be directed to Irene Magyar in the Division of Refuge Management, 343-4450.

Walter R McAllister

Attachment

Please note that the IRS requirements for submission of Form 990 is the 15th of the fifth month following the end of the fiscal year.

4. Non-profit and tax exempt status must be maintained in accordance with State and local specifications. In order to maintain tax exempt status with the Internal Revenue Service, you must file an application for recognition under section 501(c)(3) of the Internal Revenue Code (Form 1023).

5. Complete IRS Form 990 according to instructions and copy for submission as part of your annual report to the Service. [Note that penalties for a delay in submitting Form 990 to the IRS is \$10 per day.] Keep up to date on IRS revisions and new rulings on Form 990. Also note that Form 990 is subject to public inspection.