

**EXPERIMENTAL COOPERATIVE AGREEMENT
FOR SUCKER EGG COLLECTION**

THIS AGREEMENT is entered into by and between the State of Wisconsin, Department of Natural Resources (the Department) and _____ (the Cooperator) for the purpose of investigating the location and productive potential of wild sources of sucker eggs for use by the Department in its hatchery operations. **FOR AND IN CONSIDERATION** of the terms and conditions contained in this agreement, the Department and the Cooperator agree:

1. COOPERATION. Notwithstanding the gear restrictions, closed areas and other prohibitions set out in chapter 29, Wis. Stats., and chapters NR 19 and 20, Wis. Adm. Code, the Cooperator is hereby authorized to use the gear described in this agreement during the term of this agreement in waters described in this agreement in compliance with the terms of this agreement, section 29.509, Wis. Stats., and all other applicable requirements of chapter NR 20, Wis. Adm. Code, for the purpose of this agreement.

2. CONSIDERATION. In consideration for the Cooperator's assistance to the Department, **100 %** (one hundred percent) of the fertilized sucker eggs produced by the Cooperator under this agreement may be kept by the Cooperator for the Cooperator's lawful private use. The cooperator shall maintain records of daily quantities of eggs taken, by name of the waterbody where eggs were harvested, GPS coordinates or Town, Range, Section and Quarter Quarter Section location of harvest locations, and shall report this information by June 15, 2008 to the Department's contact person named in **SECTION 5.**, below.

3. SPECIES AND QUANTITY. The Cooperator shall collect and fertilize white sucker or longnose sucker eggs to produce no more than _____ quarts of fertilized sucker eggs.

4. AUTHORIZED WATERS. The Cooperator may take only adult white and longnose suckers for the purpose of spawning only from the following waters:

5. ADMINISTRATION. This agreement shall be administered by _____ (the Department's contact person).

~~**6. DELIVERY; MINIMUM QUANTITY.** Each day when fishing or spawning operations occur, the Cooperator shall deliver the Department's share of the fertilized sucker eggs to the location described below after making delivery arrangements as required by **SECTION 10.** below, unless the quantity of fertilized eggs produced that day is less than _____ quarts. If this minimum quantity is not produced, the Cooperator may keep the entire day's quantity of fertilized sucker eggs and make up the difference in later deliveries. **[This SECTION 6. is not Applicable for 2008.]**~~

~~Delivery location: _____~~

7. GEAR. The Cooperator may use only the gear or equipment described in this **SECTION** in taking suckers.

- a. No more than _____ may be used in each water .
- b. Gear restrictions. While using this equipment, the Cooperator shall comply with the following restrictions:
 - (1) All nets shall be marked according to Department (U.S. Coast Guard) standards.
 - (2) The name and address of the Cooperator shall be attached to each buoy marker.
 - (3) Nets may not be attended, set or lifted between sunset and sunrise.
 - (4) No net may be set so as to shut off more than one-half of the channel or passageway.

- (5) The Cooperator may not use or possess sport fishing tackle while engaged in any operations under this agreement.
- (6) Other: _____

8. HANDLING OF GAME FISH AND OTHER FISH.

- a. **All other fish to be returned.** All game fish and other fish not specified in **SECTION 3.** above shall be immediately returned by the Cooperator alive and unharmed directly to the waters from which they were taken as soon as they appear in the operation. The Cooperator agrees to comply strictly with this requirement and agrees that the finding of any such fish, dead or injured, in connection with the Cooperator's operations is prima facie evidence of a breach of this agreement.
- b. **Suckers.** All dead suckers and suckers in less than good condition shall be disposed of in a lawful manner by the Cooperator. All live suckers that are in good condition shall be promptly returned to the water where they were caught after immediate spawning at the capture site.
- c. **Excusable violations.** The Department may excuse a violation of **PARAGRAPH a.** or **b.** above if it finds that the violation was unavoidable or was not caused by any fault or negligence of the Cooperator.
- d. **Duty to pay.** The Cooperator agrees to be responsible for the value of all game fish according to the values set under section 29.977, Wis. Stats., which the Department determines were killed or harmed by the Cooperator's failure to exercise proper care. Failure to exercise proper care is a breach of this agreement, and the value of the game fish destroyed shall become due and payable to the Department.

9. ADVANCE NOTICE OF OPERATIONS REQUIRED. The Cooperator shall notify the Department by calling the WDNR TIP Hot Line at least 12 hours prior to anticipated spawning on any waters during the following hours: 6 AM to 7 PM daily, except Sunday and Wednesday. Notification shall be made a day earlier if the notification time would normally fall on a Sunday or Wednesday when the Hot Line is not staffed by Department employees. The Cooperator shall provide the following information to the Hot Line: Cooperator's name (as listed on the agreement); county or counties and streams where fish will be taken; approximate time of day these activities will take place; and the names of the employees involved. The notification shall include the telephone number at which the Cooperator can be reached during the operation.

10. DAILY REPORTING. The Cooperator agrees to contact the Department's contact person each day (unless otherwise specified by the Department's contact person) when operations under this agreement are conducted to report the number of quarts of eggs or fish taken and the water where spawning occurred.

11. RECORDS AND WRITTEN REPORTS. The Cooperator shall keep written records as specified by the Department of all of his or her operations under this agreement and shall permit the Department to inspect these records at any reasonable time. Records shall be retained and made available by the Cooperator for Department inspection and copying for at least 3 years after completion of this agreement. The Cooperator shall file a report with the Department when spawning is concluded, including total eggs taken by water. The report shall be submitted to: _____

13. PERIOD OF AGREEMENT. This agreement begins upon its signing by both parties and continues until 11:59 PM on June 15, 2008, or until all products are delivered, whichever occurs first, unless terminated. **This is an experimental agreement and may or may not be continued beyond 2008, at the Department's sole discretion.**

14. CAUSE FOR TERMINATION; FUTURE ELIGIBILITY. The Cooperator agrees to accept responsibility for the acts, errors, omissions and wrongdoings of his or her crew members, agents or employees engaged in work under this agreement. The Cooperator agrees to comply with all federal, state and local laws, ordinances and regulations and with all terms and conditions of this agreement. This agreement may be terminated by the Department if the Cooperator is adjudged guilty, by plea of no contest or otherwise, of a violation of any conservation law contained in chapters 23 or 29, Wis. Stats., or rules adopted under those chapters, or if the Department determines that the Cooperator has breached or violated any term or condition of this agreement. Eligibility for future cooperative agreements of a Coop-

erator adjudged guilty of a conservation law violation or determined by the Department to have breached or violated any term or condition of this agreement is discretionary with the Department.

- a. **Automatic termination.** This agreement automatically terminates if the Department finds that the Cooperator breached or violated any of the following terms or conditions:
 - (1) Netting in waters or an area not authorized by this agreement - **SECTION 4**
 - (2) Using gear, equipment or methods not authorized by this agreement - **SECTION 7**
 - (3) Failure to properly mark nets - **SECTION 7**
 - (4) Setting nets so as to shut off more than one-half of a channel or passageway - **SECTION 7**
 - (5) Failure to disinfect equipment - **SECTION 17**
 - (6) Fishing during prohibited hours - **SECTION 7**
 - (7) Mishandling of game fish or other fish - **SECTION 8**
 - (8) Using as a crew member any person who has been adjudged guilty of 2 or more conservation law violations in the last 3 years or who had a cooperative agreement or rough fish removal contract terminated - **SECTION 21**
 - (9) Failure to provide advanced notice of operations to the Department - **SECTION 9**
 - (10) Failure to disinfect eggs - **SECTION 18**
- b. **Discretionary termination.** If the Department finds that the Cooperator has breached or violated any other term or condition of this agreement not listed in **PARAGRAPH a.** above or has been adjudged guilty of a conservation law violation, the Department may terminate this agreement.
- c. **Notification and termination procedure.** The Department shall notify the Cooperator whenever it finds that the Cooperator has breached or violated a term or condition of this agreement. If the breach or violation is listed in **PARAGRAPH a.** above or if the Department decides to terminate the agreement because of any other breach or violation, the notice of violation shall include a notice of termination. Any notice given under this **PARAGRAPH** may be oral or written.

15. ORAL NOTICE OF CANCELLATION OR TERMINATION. This agreement may be canceled or terminated by the Department at any time upon oral notice. Such cancellation or termination shall be without prejudice to or liability on the part of the Department.

16. BREACH OR DEFAULT. In addition to any other remedies it may have, in the event of any breach, default or refusal on the part of the Cooperator in the performance of this agreement, the Department may do or cause to be done anything which the Cooperator has failed or refused to do as required by this agreement and may charge the cost thereof against the Cooperator.

17. DISINFECTION OF EQUIPMENT. All equipment, including any boats, nets, waders and other gear used in waters that contain zebra mussels or Eurasian watermilfoil shall be disinfected by the Cooperator prior to being used in other waters of the state. The Cooperator shall use the following inspection and removal procedures for disinfection:

- a. **Before leaving any water body, inspect** all gear, nets, lines, boat hulls, propellers, trailers and other surfaces and remove any plants and animals and scrape off any attached mussels;
- b. **Before leaving any water body, while on land drain** all water from boats, trailers, bilges, live wells, coolers, buckets, tanks, engine compartments and any other areas where water may be trapped; and
- c. **Rinse** nets, gear, lines, boats (inside and outside) and all other equipment with hot water of 105 degrees F to 110 degrees F for a period of 30 minutes or hot water of 140 degrees F for a period of 5 minutes; or, instead of flushing equipment, leave the equipment in a sunny location so that it dries completely (at least 5 full days) before transporting it to another water body.

NOTE: Updated lists of infected waters are available from the Department. On the Internet, see the following sites for lists of infected waters: <http://www.dnr.state.wi.us/org/water/wm/glwsp/exotics/zebramusselsinwi.pdf> and http://www.dnr.state.wi.us/org/water/wm/glwsp/exotics/ewm2002_bywbic.pdf.

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18. DISINFECTION OF EGGS. The Cooperator shall disinfect all eggs collected using the following protocol:

- A. Choose a site for the egg disinfection that is away from fish rearing facilities and out of direct sunlight. Iodine disinfectants must be neutralized with sodium thiosulfate before disposal on land or to a sanitary sewer.
- B. Make up a stock solution of 100 ppm iodophor (Betadine, Ovadine, etc.) in a non-metal container using 38 ml of the iodophor per gallon of UV disinfected hatchery water or the well water that will be used for incubation. Depending on the hardness of the water, its pH may need to be buffered using baking soda. Before spawning starts, mix up a solution of iodine and test the pH. If the pH of the iodine solution is less than the pH of the hatchery water used for incubation, add baking soda a little at a time while stirring the solution. Test the pH again and add more baking soda as needed until the pH of the iodine solution is the same as the hatchery water used for incubation. This amount of baking soda could be pre-measured in packets to save time during spawning. Water hardness should not change much from day to day unless a large rain event occurs and disinfected surface water is used for incubation.
- C. It is important that the temperature of the 100 ppm iodine solution is within 2-3 degrees of the temperature of the eggs so the eggs are not temperature shocked. If needed, float Ziploc bags filled with ice in the 100 ppm iodine solution to achieve the desired temperature.
- D. For disinfection, use containers that have a lot of surface area (square, rectangle) rather than volume (bucket). The container should be deep enough so that one inch of eggs can be added to 4 inches of the 100 ppm iodine solution for disinfection without agitation (one part eggs to 4 parts iodine solution).
- E. DNR staff feel that water hardened sucker eggs can withstand more egg handling than other species, if it is not possible to disinfect eggs at a ratio of 1 part eggs to 4 parts 100 ppm iodine solution, a ratio of one part eggs to 2 parts 100 ppm iodine solution can be used if the eggs are agitated throughout the 15 minute disinfection period. Agitation is needed due to the greater volume of the eggs to insure all egg surfaces come in contact with the same concentration of iodine. Studies on the West Coast have shown that without agitation, eggs in the middle of a large egg mass do not get exposed to the full concentration of the iodine solution, and disinfection is poor.
- F. To disinfect the eggs, rinse the clay from the eggs and pour off as much water as possible. Make sure the water does not enter fish rearing areas.
- G. For disinfection without agitation (1 part eggs to 4 parts 100 ppm iodine solution): Gently pour the eggs into the iodophor solution until there is about an inch of eggs in the container and 4 inches of the 100 ppm iodine solution. Let the eggs soak for 15 minutes with no agitation.
- H. For disinfection with agitation (1 part eggs to 2 parts 100 ppm iodine solution): Gently pour these eggs into a container so there is a ratio of 1 part eggs to 2 parts iodophor solution. Gently agitate the container for 15 minutes.
- I. After 15 minutes, if an insert is used, gently lift the eggs and place them into a container of clean water, matching temps as above.
- J. If an insert is not used, carefully pour off most of the iodine solution and gently transfer the eggs to a container of clean water and transfer to the incubation area.
- K. From this point, the eggs can be moved to the incubation area and put up. Under ideal conditions, crew members who did the egg disinfection should not put up the eggs. If it is not possible to segregate crew members, they should sanitize their hands (or wear gloves), disinfect raingear and boots while the eggs are disinfecting and then move with the disinfected eggs to the incubation area.

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- L. The 100 ppm iodine solution can be reused as long as it tests 100 ppm using test strips. Mix up new iodine solution as needed, matching temperatures to the egg temperatures.
- M. At the end of daily operations, all containers, nets, other gear used to disinfect or transport eggs need to be disinfected. They can be scrubbed and sprayed with or soaked for 15 minutes in the 100 ppm iodophor solution and rinsed afterward with clean water and left to dry. Spawning pans should also be disinfected before using them in a different lake or stream. They can soak in a tub of 100 ppm iodophor solution for 15 minutes and then be rinsed with clean water.
- N. All remaining iodine solution at the end of the day should be neutralized with sodium thiosulfate and spread on land, or discharged to a sanitary sewer.

19. REQUEST FOR FISH. Upon request, the Cooperator shall provide fish from the catch to the Department for testing, research or scientific purposes.

20. HALT OF OPERATIONS. The Department may halt fishing operations under this agreement for a specific time period or restrict fishing operations in specified areas if it believes that the Cooperator's operations are destructive to game fish, interfere with public uses of the water, or for any other valid reason.

21. CREW LIST; IDENTIFICATION REQUIRED. During the period of this agreement the Cooperator shall maintain and update as needed a crew list consisting of the names of all persons engaged in operations under this agreement. The Cooperator shall notify the Department of any new crew member before the person begins work on cooperative agreement operations. The Cooperator may not use or list as a crew member any person who, within the last 3 years, has been adjudged guilty of 2 or more conservation law violations or who had a cooperative agreement or a rough fish removal contract terminated. Crew members shall carry personal identification while engaged in cooperative agreement operations. Identification shall be produced upon demand by an officer or employee of the Department or by other proper authority or authorities.

22. COOPERATOR TO CARRY COPY OF AGREEMENT. A legible copy of this agreement shall be kept in the possession of the Cooperator or crew member in charge of the Cooperator's operations and shall be produced upon demand by an officer or employee of the Department or by other proper authority or authorities.

23. NO TRESPASSING. This agreement does not authorize any trespass or entry upon the property of any person.

24. APPLICABLE LAW. This agreement shall be governed by the laws of the State of Wisconsin.

25. ASSIGNMENT. Neither this agreement nor any right or duty in whole or in part by the Cooperator under this agreement may be assigned, delegated, or subcontracted without the written consent of the Department.

26. CANCELLATION. The Department may cancel this agreement without penalty, due to nonappropriation of funds or for failure of the Cooperator to comply with this agreement.

27. ENTIRE AGREEMENT; AMENDMENTS. This agreement constitutes the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are hereby superseded. Any revisions, including time extensions, may be made only by a written amendment to this agreement, signed by both parties prior to the ending date of this agreement.

28. INDEMNIFICATION. The Cooperator agrees to save, keep harmless, defend, and indemnify the State of Wisconsin, the Department, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of this agreement. This **SECTION** does not apply to liability, claims, and costs to the extent that they result from the willful misconduct, negligent act, error, or omission of the State, the Department, or their officers, employees, or agents.

29. INDEPENDENT CONTRACTOR. The Cooperator is an Independent Contractor for all purposes and not an employee or agent of the Department. The Cooperator shall have sole control of the method, hours worked, and time

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and manner of any performance under this agreement other than as specifically provided herein. The Department reserves the right only to inspect the job site or premises for the purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility for supervision or direction of the performance of the agreement to be performed by the Cooperator or the Cooperator's employees or agents. The Department further agrees that it will exercise no control over the selection and dismissal of the Cooperator's employees or agents.

30. INSURANCE. The Cooperator shall maintain, during the term of this agreement, worker's compensation insurance as required by Wisconsin Statutes for all employees engaged in the work.

31. NONDISCRIMINATION. In connection with the performance of work under this agreement, the Cooperator agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01 (5), Wisconsin Statutes, sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Cooperator further agrees to take affirmative action to ensure equal employment opportunities. The Cooperator agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause.

32. SUCCESSORS AND ASSIGNS. The Department and the Cooperator each bind themselves, their partners, successors, assigns, and legal representatives to the other party to this agreement and to the partners, successors, assigns, and legal representatives of the other party with respect to all covenants of this agreement.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary:

Date: _____

COOPERATOR:

Date: _____

