

COOPERATIVE AGREEMENT

BETWEEN

THE SOUTHWEST MOSQUITO ABATEMENT & CONTROL DISTRICT

AND

UTAH DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE RESOURCES

This COOPERATIVE AGREEMENT (“CA”) is made and entered into as of the date of the last signature, between the State of Utah, Department of Natural Resources, Division of Wildlife Resources (the “Division”) and the Southwest Mosquito Abatement & Control District (the “District”). The District and the Division may be individually referred to hereafter as a “Party”, or collectively as the “Parties”.

**Background**

Mosquitofish (*Gambusia affinis*, hereafter referred to as “Gambusia”) have been stocked throughout the world for mosquito control due to their efficacy for consuming mosquito larvae. Gambusia were introduced into Utah from Shelby County, Tennessee, in 1931. The species is now established and can be found in areas throughout the state; however, they cannot tolerate sustained water temperatures below 40 degrees Fahrenheit and are restricted in their distribution by the severity of winter. The District considers Gambusia to be a valuable tool in reducing mosquito numbers, and these fish are used extensively in ornamental pools and small ponds to help control mosquitoes.

The collection and distribution of Gambusia is of concern to the Division because of the potential for competition with, and predation on native aquatic wildlife species and the potential for disease transmission to other fish. Endangered, threatened, sensitive, and other native fish species and amphibians may be adversely impacted when Gambusia are introduced and become established in native species’ habitats. To prevent adverse impacts from occurring, it is important that actions are taken to avoid unregulated collection, distribution, release and establishment of Gambusia in sensitive locations.

**Purpose**

The purpose of this CA is to establish the administrative process and procedures between the Parties for collecting, holding, propagating, transporting, distributing and releasing Gambusia. Such activities are prohibited and restricted by law, except as authorized by the Utah Wildlife Board, the Division, the Utah Department of Agriculture and Food (UDAF) and rules established by the Fish Health Policy Board (FHPB).

**Authority**

The Division is the statutorily appointed trustee and custodian of protected wildlife in Utah and charged with the responsibility to “protect, propagate, manage, conserve, and distribute protected wildlife throughout the state” under Utah Code Ann. § 23A-2-201. The Division manages the wildlife resources of Utah, regulates wildlife related activities and is responsible for enforcement of Utah wildlife regulations and laws. This CA is executed by the Division under authority Utah Code § 23A-2-401.

## **Statement of Mutual Interest and Mutual Benefits**

It is in the mutual interest and benefit of the Parties to this CA that Gambusia collecting, holding, propagating, transporting, distributing and releasing in the state be controlled to reduce negative interactions with aquatic wildlife and to prevent pathogen transmission. It is also recognized that wildlife resources are an important and valuable asset of the state enjoyed and used by many citizens and visitors to Utah.

It is also recognized that the District works to control mosquito numbers and diseases transmitted by them to humans and other animals. Gambusia have shown efficacy in consuming mosquito larvae and reducing mosquito populations under certain conditions. Therefore, Gambusia can serve as an important management tool for the District to use in achieving its goals.

## **Effect**

The District may collect, hold, propagate, transport distribute and release Gambusia only pursuant to the terms of this CA and as authorized by the Division, UDAF, and the rules and policies of the Utah Wildlife Board and the FHPB.

## **Roles and Responsibilities**

The District Agrees:

- (1) The District can stock health approved Gambusia without Division approval provided Gambusia are not stocked into waters that have open and unrestricted connections to natural streams, springs, lakes or ponds.
- (2) Written Division approval is required to stock Gambusia when the criteria described in Subsection (1) are not met.
- (3) The District reserves the right to not stock Gambusia into sites that the District does not deem suitable for the species.
- (4) Written approval from the Division is required to stock within the 100-year floodplain of the Colorado River and its tributaries.
- (5) Gambusia cannot be stocked in the Virgin River drainage.
- (6) The District will maintain records of the date of release, numbers released, and locations where Gambusia are released.
- (7) The District will not provide Gambusia directly to the public for distribution or release. All collection, distribution, transport, and release shall be limited to District personnel.
- (8) The District will obtain a Certificate of Registration (COR):
  - a) Every five years, the District will request and obtain a COR from the Division authorizing the District to hold, collect, propagate, transport, distribute and release health approved Gambusia.
  - b) The District will provide a report to the Division annually stating the numbers of fish released, collected, collection locations and locations of release during the prior year.
- (9) The District will obtain fish health approval from the Division on an annual basis by testing for viral pathogens and *Schyzocotyle acheilognathi* (Asian Tapeworm).
  - a) The District shall coordinate with the Division to prepare groups of fish for health inspection between July and October each year.
  - b) Each species raised at a District facility should be kept in separate tanks so only one species may be raised in a tank at a time.

- c) The District will work with the Division to determine the composition of a representative sample of all fish from each species raised by the facility.
  - d) Fish in groups that are submitted for health approval should cohabitate for at least four weeks prior to the collection of fish for health certification.
  - e) The District shall be solely responsible for all costs and fees associated with collecting, shipping, and testing fish.
  - f) If the District receives health approval from the Division, the facility may transfer fish to another Mosquito Abatement District. Fish may not be transferred without health approval.
- (10) The District will obtain fish health approval from the Division on an annual basis by testing for viral pathogens and *Schyzocotyle acheilognathi* (Asian Tapeworm) among *Gambusia* and/or other species that are collected in the wild.
- a) The District shall coordinate the collection of sixty (60) wild fish from each species and each collection site and will submit these samples to the Division on an agreed upon date.
  - b) The District shall be responsible for the costs and fees associated with collecting, shipping, and testing wild fish. The Division will provide health testing services for one wild population at no cost to Utah's Mosquito Abatement District (one population statewide). The one wild population that is tested at no cost to the District will rotate annually among other Mosquito Abatement Districts following a cycle that is developed by the District.
  - c) If a wild population receives health approval from the Division, the District may move certified wild fish to another Mosquito Abatement District. If that wild population is virus negative but test positive for Asian Tapeworm, then the District shall treat that wild population with Praziquantel prior to moving. No Praziquantel treatment is required prior to moving fish from wild populations that test negative for Asian Tapeworm.
  - d) The District may not move non-health certified *Gambusia* into District facilities
- (11) Only health certified fish (no detections of viral pathogens or Asian Tapeworm) can be transferred from one District Facility to another District Facility and to client ponds/water features.
- (12) The District will only collect fish from the health approved wild sites certified and/or identified by the Division.
- (13) The District will apply for and receive a variance from the FHPB prior to movement of any non-health approved fish into any District facility. Non-health approved fish may not be moved without a variance.
- (14) The District will collect fish distributed by the District when requested.
- a) Any such fish collected will be euthanized immediately or as soon as possible after collection and disposed of by burial or in a landfill.
  - b) Any such fish collected must not be returned to any District facility.
  - c) Any such fish collected must not be stocked/released into any other water.
- (15) The District will not import fish from another state into Utah without a valid import permit.

The Division Agrees:

- (1) The Division will issue a COR authorizing the District to collect, hold, transport, distribute and release fish upon compliance by the District, with the testing and treatment requirements set forth in this CA. The COR may include restrictions or other requirements related to these activities.

- (2) The Division will work cooperatively with the District to identify locations within the District where fish may not be released and locations where fish may be released.
- (3) The Division will health certify one wild collection site for Gambusia at no charge to the District. The Division will facilitate the testing of additional wild collection sites, but the costs of testing additional sites will be paid by the District. The District will be billed for any such additional testing by the testing laboratory following the billing schedule developed by the District.
- (4) The Division will provide informational and logistical support to the District on Asian Tapeworm treatment as needed.
- (5) The Division will notify the District of changes to the list of prohibited, restricted and reportable pathogens, and annually provide the Districts a cost estimate for testing services at least thirty (30) days prior to collection of health testing samples.
- (6) The Division will coordinate with the District for collection of fish for District health inspections. Health inspections will be consistent with Utah Admin. Code Rule R58-17, the Aquatic Animal Health Rule and the FHPB Aquatic Animal Health Inspection Policy.
  - a) The Division will coordinate with a designated laboratory to test for viral pathogens and Asian Tapeworm.
- (7) The Division will obtain laboratory testing results and provide those results to the District. Laboratory testing generally takes approximately thirty (30) days to complete. Results will be reported within fifteen (15) days after receipt of results.
  - a) If testing is negative for viral pathogens and Asian Tapeworm, then fish may be moved from a District facility.
  - b) Any prohibited, restricted or reportable pathogen finding(s) will be addressed as outlined in Utah Admin. Code Rule R58-17, the Aquatic Animal Health Rule and FHPB Aquatic Animal Health Inspection Policy.
- (8) The Division will provide the Districts with Least Chub (*Lotichthys phlegethontis*) and Speckled Dace (*Rhinichthys osculus*) for stocking for mosquito control, if requested by the District. Sites for stocking these species must be approved by the Division. It should be noted that the Division does not always have health certified populations of these species. It may take the Division 1-3 years to health certify a source if these species are requested by the District.

**Term:**

This CA will become effective upon the date of the last signature of the document. This CA will continue and apply to each Party until terminated by a Party upon providing sixty (60) days written notice to the other Party. Once a Party terminates this CA, the related COR that has been issued will be revoked effective on the termination date.

**Notice:**

Any notice required under this CA to be provided to the Division shall be delivered by certified mail addressed as follows:

Utah Division of Wildlife Resources  
Directors Office  
1594 West North Temple  
Salt Lake City, UT 84114

Counterparts:

The parties may execute this CA in two or more counterparts with each counterpart being deemed an original instrument as to each party who has signed it.

All provisions of Attachment A are incorporated into and become a part of this CA. If provisions of the CA conflict, the order of precedence shall be (i) Attachment A and (ii) the CA.

\_\_\_\_\_  
Sean Amodt, Southwest MAD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved by Board Date

\_\_\_\_\_  
Division of Wildlife Resources/Deputy Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division of Wildlife Resources/Financial Manager

\_\_\_\_\_  
Date

## ATTACHMENT A – STANDARD TERMS AND CONDITIONS

1. **INVOICING:** If funds are being exchanged, the Parties agree to share records with one another detailing expenditures pursuant to the CA on a quarterly basis, and to reconcile all accounts no later than June 30 annually if applicable. The CA number shall be listed on all invoices, freight tickets, and correspondence.
2. **LAWS AND REGULATIONS:** Each Party shall be responsible for ensuring their individual compliance with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure, certification, and permitting requirements.
3. **CONFLICT OF INTEREST:** The District represents that none of its officers or employees are officers or employees of the Division or the State of Utah, unless prior written disclosure has been made to the Division.
4. **RECORDS ADMINISTRATION:** The District shall maintain all records necessary to properly account for the District's performance and the payments it receives from the Division pursuant to this CA. These records shall be retained by the District for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. The District agrees to allow, at no additional cost, the State of Utah, federal auditors, and Division staff, access to all such records.
5. **GOVERNING LAW AND VENUE:** This CA shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this CA shall be brought in a court of competent jurisdiction in the State of Utah. The venue shall be Salt Lake City, in the Third Judicial District Court for Salt Lake County.
6. **DEBARMENT:** The District certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. The District must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the CA term.
7. **LIABILITY:** Each Party shall be responsible for any claims, losses, suits, actions, damages, and costs of every name and description arising out of their own performance under this CA. If one or more parties are found negligent, they each shall bear their proportionate share of any allocated fault or responsibility. Nothing herein shall be construed as waiving any immunity, the monetary damage limitations, or any other provision set forth in the Utah Governmental Immunity Act, Utah Code §§ 63G-7-101, *et seq.*, as amended.