

**COOPERATIVE FISHERY MANAGEMENT AGREEMENT
BETWEEN
THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES,
AND THE CHILLICOTHE PARK DISTRICT**

The Chillicothe Park District and the Illinois Department of Natural Resources (IDNR) recognize that the Chillicothe Park District offers sport fishing opportunities and they jointly wish to see these opportunities enhanced and perpetuated. The IDNR enters into this management agreement under 20 ILCS 805/805-100 and 805-515; 515 ILCS 5/1-155 and 625 ILCS 45/1-3. To achieve these goals, both parties agree that public fishing is desirable and should be allowed and maintained in accordance with the following:

1. The IDNR recognizes that Stone Water Park is used for several purposes, including but not limited to: outdoor recreation, community events, playground areas, outdoor education, and future park development. Any fisheries management program must not conflict with these purposes.
2. The Chillicothe Park District shall make fishing available free of charge to the public. The Chillicothe Park District may determine any restrictions to the time frame that public fishing is allowed.
3. The Chillicothe Park District will work with the IDNR as IDNR develops and implements the fishery management recommendations including, but not limited to; aquatic vegetation management, fish population control, utilizing fish toxicants, and securing adequate numbers and species of fish for stocking purposes.
4. The IDNR, under the authority of the Illinois Fish and Aquatic Life Code, 515-ILCS 5/1-155 and associated administrative rules, 17 Ill. Adm. Code Part 810, will be responsible for establishing and enforcing rules and regulations pertaining to:
 - a. Special fish harvest regulations (Administrative Rules) regarding size and/or creel limits;
 - b. The Illinois Boat Registration and Safety Act;
 - c. Permitting of tagged and extended duration fishing tournaments.
5. The IDNR is responsible for:
 - a. The development and implementation of fishery management recommendations based upon appropriate bio-surveys;
 - b. The implementation, coordination, and public communication of any fish salvaging or capture operations during remediation efforts;
 - c. Helping to provide fish stocks as needed to improve or maintain sport fishing; any such stockings will be in accordance with the division of Fisheries' statewide management program and stocking priorities, and upon the annual availability of such fishes;
 - d. Application of chemicals or toxicants purchased by the Chillicothe Park District pursuant to fishery management in item 3 above.
6. To accomplish its responsibilities under this agreement:
 - a. The employees, officers and agents of the IDNR shall have full access to affected lands and waters; shall have the cooperation of the Chillicothe Park District in such efforts; and shall have other rights consistent with its management responsibility;
 - b. Patrols to the lake and points of public access to the lake on land will be scheduled at the discretion of the IDNR as time and manpower permit.
7. This agreement shall be effective on the date of signing by all persons signatory to the agreement and remain in effect until terminated either by the Chillicothe Park District or the Illinois Department of Natural Resources after a written notice of 30 days. In the event of such termination, IDNR retains all

rights related to its purchased easements. This agreement shall not be amended unless expressly stated by all parties.

8. The Illinois Department of Natural Resources is subject to Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, or disability. Further, it is agreed that no individual will be turned away from any activity that is directly associated with a program of the United States Department of the Interior, Fish and Wildlife Service, on the basis of race, color, national origin, or disability. A violation of this assurance may become reason to nullify this Cooperative Fishery Management Agreement.

9. The Chillicothe Park District covenants and agree that they shall indemnify, protect, defend and hold harmless IDNR from any and all liability, costs, damages, expenses, or claims thereof arising under, through or by virtue of entering the property, or taking steps to complete IDNR's responsibilities under this agreement. Neither the Chillicothe Park District nor its employees, agents or subcontractors shall be deemed to be an agent of the State of Illinois or the IDNR. Any employees, volunteers, contracted workers or other agents of the Chillicothe Park District shall sign waiver of liability releases, indemnifying IDNR for any injuries or damages related to IDNR's responsibilities under this agreement.

RECOMMENDED	Chief, Division of Fisheries	Date
APPROVED	Director, Illinois Department of Natural Resources	Date
APPROVED	Wes Williamson President, Chillicothe Park District Board of Trustees	08/13/2016 Date
APPROVED	Kevin Yates Executive Director, Chillicothe Park District	08/13/2016 Date

Those undersigned Department of Natural Resources employees have the authority to sign this agreement.