

Amendment No. 1
To
Intergovernmental Agreement Between
The Arizona Game and Fish Commission and the City of Chandler

This Amendment 1 (the “Amendment”) is made and entered into as of the 22nd day of June, 2023, by and between the City of Chandler (the “City”) and the Arizona Game and Fish Commission (the “Commission” or “Department”) (collectively the “Parties”).

WHEREAS, the City and the Commission entered into an Intergovernmental Agreement dated June 22, 2018 for the purpose of conducting a Community Fishing Program (the “Agreement”); and

WHEREAS, the Parties desire to extend the Agreement by a period of one year and make other necessary changes; and

WHEREAS, the Parties desire to provide recreational fishing opportunities to the public.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Agreement is amended as follows:

The Commission agrees that the Department Shall:

Paragraph 4 of this section of the Agreement is hereby deleted and replaced in its entirety with the following:

4. Under the Department’s “Traditional/Core” Strategy, stock participating waters (**Veteran’s Oasis Lake and Desert Breeze Lake**) with catchable rainbow trout approximately every two weeks from December to February and catchable channel catfish approximately every two weeks from April to May, and from mid-September to early November. Fish stocking will cease from approximately June through mid-September due to heat stress factors.

Stock sunfish (usually bluegill or redear) at least once annually into all participating waters. Other approved fish species may be stocked as necessary to: 1) establish a resident fish population, 2) augment existing fish populations, 3) maintain a balanced fishery, 4) improve angler success rates, or 5) provide feature species for anglers.

Fish stocking will cease from approximately June through mid-September due to heat stress factors. Adjustments to these stocking schedules and/or species may be required due to climatic and/or weather conditions, fish availability from vendors and/or condition, logistics of fish delivery from vendors, lake or water quality conditions, or increases in fish costs.

The City Shall:

Paragraph 5 of this section of the Agreement is hereby deleted and replaced in its entirety with the following:

5. Pay a Partnership Fee to the Department for waters stocked under this agreement. Annual rates shall be in accordance with the following fee schedule: **Fees for fiscal year 2024 shall remain the same as fiscal year 2023.**

Water	Stocking Strategy	FY19 Cost	FY20 Cost	FY21 Cost	FY22 Cost	FY23 Cost	FY24 Cost	Total Costs
Desert Breeze	Traditional	\$4,120	\$4,678	\$4,678	\$4,678	\$4,678	\$4,678	\$27,510
Veteran's Oasis	Traditional	\$5,150	\$5,847	\$5,847	\$5,847	\$5,847	\$5,847	\$34,385
	Totals	\$9,270	\$10,525	\$10,525	\$10,525	\$10,525	\$10,525	\$61,895

These funds shall be used to defray the cost of program operations, including costs for fish required hereunder; Payments made to the Department may be leveraged to obtain federal grant funding or other grant funding opportunities. If this opportunity arises, the City will be notified in writing by the Department, and it will be necessary to verify that all or a portion of the municipal fees do not originate from federal sources.

General Provisions:

Paragraphs 1 and 3 of this section of the Agreement are hereby deleted and replaced in their entirety with the following:

1. Effective Date and Duration. This Agreement shall not be in effect until signed by all Parties hereto. Unless terminated earlier by operation of this Agreement, or by agreement of the Parties in writing, this six (6) year Agreement will terminate on June 30, 2024.
3. Notices. All written notices concerning this Agreement shall be delivered in person or sent by certified mail, return receipt requested, or first-class mail, postage prepaid, to the Parties as follows:
 - A. To the City:
City of Chandler, Community Services Department
Mail Stop 500
Chandler AZ 85225
 - B. To the Department:
Ms. Julie Carter
Arizona Game and Fish Department
5000 West Carefree Highway
Phoenix, Arizona 85086

All other terms and conditions of the Agreement shall remain in full force and effect.

CITY OF CHANDLER

By: _____
City Mayor Date

ATTEST: _____
City Clerk

APPROVAL OF THE CITY ATTORNEY:

I have reviewed the above-referenced Amendment 1 to Intergovernmental Agreement between the City and the Arizona Game and Fish Commission and declare this Amendment 1 to be in proper form and within the power and authority granted to the City of Chandler under the laws of the State of Arizona.

Dated this _____ day of _____ 2023 _____
City Attorney
DMG

ARIZONA GAME AND FISH COMMISSION

By: Ty E. Gray, for _____
Ty E. Gray
Secretary to the Commission and
Director, Arizona Game and Fish Department
June 22, 2023
Date

APPROVAL OF THE ARIZONA GAME AND FISH COMMISSION ATTORNEY:

I have reviewed the above-referenced Amendment 1 to Intergovernmental Agreement between the City of Chandler, Arizona and the Arizona Game and Fish Commission and declare this Amendment 1 to be in proper form and within the power and authority granted to the Arizona Game and Fish Commission under the laws of the State of Arizona.

Dated this _____ day of _____ 2023 Jim Odenkirk 6/20/2023
Attorney
Arizona Game and Fish Commission