

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

This Amendment to the Intergovernmental Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 between the Arizona Game and Fish Commission (“Commission”) and the City of Glendale (“City”). The terms “Department” and “Director” in this Amendment hereinafter refer to the Arizona Game and Fish Department and its Director, acting as administrative agent for the Commission.

**Whereas,** The City of Glendale and the Arizona Game and Fish Commission entered into an Intergovernmental Agreement dated May 29, 2019 for the purpose of conducting a Community Fishing Program; and,

**Whereas,** both Parties desire to provide recreational fishing opportunities to the public; and,

**Whereas,** an expansion of the Community Fishing Program is desired to include the addition of Heroes Regional Park, located in the City of Glendale;

**Now Therefore:** The Terms and Conditions in Intergovernmental Agreement set forth herein shall be amended as follows:

**The Commission Agrees That the Department Shall:**

Section 4 is amended to read as follows:

4. Under the Department’s “Traditional” Strategy, stock participating waters with catchable rainbow trout approximately every two weeks from November to March, and catchable channel catfish approximately every two weeks from March or April to June, and September to November. Fish stocking will cease from approximately June through mid-September due to heat stress factors

For waters under the Department’s “Expansion” Strategy (**Bonsall Park and Heroes Regional Park**), stock participating waters with catchable rainbow trout approximately four times from November to March, and catchable channel catfish approximately three times from March to June, and approximately one time from September to 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.

Adjustments to these stocking schedules and/or species may be required due to climatic and/or weather conditions, fish availability and condition, logistics of fish delivery from vendors, or lake water quality conditions.

**The City of Glendale Shall:**

Section 5 is amended to read as follows:

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:

<b>Water</b>	<b>Stocking Strategy</b>	<b>FY20 Cost</b>	<b>FY21 Cost</b>	<b>FY22 Cost</b>	<b>FY23 Cost</b>	<b>FY24 Cost</b>	<b>Total Costs</b>
Bonsall Pond	Expansion	\$850	\$1,260	\$1,260	\$1,260	\$1,260	\$5,890
Heroes Regional	Expansion			\$2,802	\$3,560	\$3,560	\$9,922
	Totals	\$850	\$1,260	\$4,062	\$4,820	\$4,820	\$15,812

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:**

Section 3 is amended to read as follows:

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. City of Glendale  
Paul King, Recreation Administrator  
5959 W. Brown Street  
Glendale, AZ 85302

B. To the Department:  
Mrs. Julie Carter  
Arizona Game and Fish Department  
5000 West Carefree Highway  
Phoenix, Arizona 85086

All other Terms and Conditions of the original IGA executed May 29, 2019 shall remain in full force and effect.

**CITY OF GLENDALE**

By: \_\_\_\_\_  
City Mayor Date

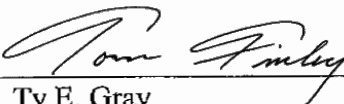
ATTEST: \_\_\_\_\_  
City Clerk

**APPROVAL OF THE CITY ATTORNEY:**

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

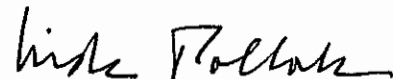
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021 \_\_\_\_\_  
City Attorney

**ARIZONA GAME AND FISH COMMISSION**

By:  \_\_\_\_\_  
Ty E. Gray Date  
Secretary to the Commission and  
Director, Arizona Game and Fish Department

**APPROVAL OF THE ARIZONA GAME AND FISH COMMISSION ATTORNEY:**

I have reviewed the above-referenced Intergovernmental Agreement between the City of Glendale, Arizona and the Arizona Game and Fish Commission and declare this Agreement 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 12 day of NOVEMBER, 2021   
Attorney, Arizona Game and Fish Commission