

**Amendment No. 2**  
**To**  
**Intergovernmental Agreement Between**  
**The Arizona Game and Fish Commission and the City of Peoria**

The purpose of this Amendment No. 2 is to extend the agreement by a period of one year and make other necessary changes to the Intergovernmental Agreement.

**Whereas**, The City of Peoria and the Arizona Game and Fish Commission entered into an Intergovernmental Agreement dated June 22, 2018, and subsequent Amendment No. 1 dated August 8, 2020; and,

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

**Whereas**, the Parties agree to extend the existing agreement by a term of one year; and,

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

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

4. Under the Department's "Traditional/Core" Strategy (**Pioneer Lake, Rio Vista Pond, and Paloma Lake**), stock participating waters with catchable rainbow trout approximately every two weeks from December to March, 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 of Peoria Shall:**

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
Pioneer	Traditional	\$4,120	\$5,146	\$5,146	\$5,146	\$5,146	\$5,146	\$29,848
Rio Vista	Traditional	\$2,781	\$3,158	\$3,158	\$3,158	\$3,158	\$3,158	\$18,569
Paloma	Traditional	\$0	\$3,000	\$6,060	\$6,060	\$6,060	\$6,060	\$27,240
	Totals	\$6,901	\$11,303	\$14,363	\$14,363	\$14,363	\$14,364	\$75,657

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.

**IV. General Provisions:**

1. Effective Date and Duration: This Agreement shall not be in effect until signed by all parties hereto. Unless terminated earlier by operation of the terms of this Agreement, or by agreement of the Parties in writing, the term of this Agreement shall be from the Effective Date through 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:  
Todd Wuellner, Field Operations and Planning Services Manager  
16101 N. 83<sup>rd</sup> Avenue  
Peoria, AZ 85382
  
  - B. To the Department:  
Ms. Julie Carter  
Arizona Game and Fish Department  
5000 West Carefree Highway  
Phoenix, AZ 85086

All other Terms and Conditions of the original IGA dated June 22, 2018 and subsequent Amendment No. 1 dated August 8, 2020 shall remain in full force and effect.

**CITY OF PEORIA**

By: \_\_\_\_\_  
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 of Peoria under the laws of the State of Arizona.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023 \_\_\_\_\_  
City Attorney

**ARIZONA GAME AND FISH COMMISSION**

By: [Redacted] for \_\_\_\_\_ June 22, 2023  
Secretary to the Commission and Director, Arizona Game and Fish Department Date

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

I have reviewed the above-referenced Intergovernmental Agreement between the City of Peoria, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2023 [Redacted] 6/20/2023  
Attorney Arizona Game and Fish Commission