

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE  
ARIZONA GAME AND FISH COMMISSION  
AND  
THE CITY OF MESA, AZ**

Pursuant to A.R.S. § 11-952 *et. seq.*, this Intergovernmental Agreement is made this 1<sup>st</sup> day of July, 2018, by and through the Arizona Game and Fish Commission ("Commission"), and the City of Mesa ("City"). The terms "Department" and "Director" in this Agreement hereinafter refer to the Arizona Game and Fish Department and its Director, acting as administrative agent for the Commission.

**WHEREAS**, the Commission has statewide responsibility for the management of wildlife, including fish, and the City owns certain park lands, including artificial lakes which it maintains for public use as recreation areas; and,

**WHEREAS**, both entities desire to provide sport fishing recreational opportunities to the extent such a program is found practical; and,

**WHEREAS**, the Commission has authority under A.R.S. § 17-231(B)(7) to make agreements with other entities for the operation of wildlife facilities and the conduct of related management studies, and the City has authority under A.R.S. § 11-931, *et seq.* to provide recreation through a Community Services Department; and,

**WHEREAS**, the Department acts under the authority of the Commission;

**NOW THEREFORE**, the Parties agree to conduct a Community Fishing Program, as follows:

**AGREEMENT:**

**The Commission agrees that the Department Shall:**

1. Inform the public of the purpose and intent of the Community Fishing Program. This may include coverage in various Department publications, websites, and other outlets as well as the media (radio, television, newspapers) to ensure broad coverage.
2. Make recommendations to the Commission pertaining to license requirements and bag and possession limits specific to the designated Community Fishing waters herein.
3. Issue Fishing Licenses and other applicable licenses to individuals and Department-authorized license dealers in the local area and statewide. Licenses will also be available from Department offices and online.

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

For waters under the Department's "Expansion" Strategy, 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 one time from mid-September to October. 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.

5. Monitor basic water quality and biological indicators as needed to determine if lake conditions are suitable for fish stockings. Provide periodic lake assessment reports to the park managers. Notify the appropriate City or park management staff of any public health or safety concerns found by the Department.
6. For each participating water, provide one or more Fishing Information Stations (kiosks with bulletin board) so that current Community Fishing Program information may be posted for the public. Design and provide Community Fishing Program information and regulation signs, and replacements as needed, for all primary access points, or mutually agreed-upon locations around each participating lake.
7. Conduct periodic angler surveys to ascertain angler effort and harvest, angler satisfaction, and performance success of the program. This information will be shared with the City when analyses are complete.
8. Enforce Commission rules and regulations and Arizona Revised Statutes, Title 17 (Game and Fish laws). Cooperate and coordinate with local law enforcement officials, justice courts, and park staff to ensure angler compliance.
9. Provide advice, technical assistance, and guidelines on lake/pond and/or fishery management to the City.
10. Work with the City to design and install suitable fish habitats as needed to provide adequate cover from predators and spawning habitats.

11. Establish an account to utilize funds paid to the Department by the City for operation of this program.

**The City Shall:**

1. Inform park users of the sport fishing opportunity and allow "Open to the Public" Sport Fishing Education programs at the included water(s).
2. Install the Department-provided signage frame(s) at mutually agreed-upon locations, and maintain the signage as needed by removing graffiti, and notifying the Department of damage to the frames, attached signage, and kiosks.
3. Make information about opportunities to go fishing within the City available to the public at park facilities, on the City website, and other outlets.
4. Provide the Department any necessary keys to locks and/or gates so Department staff can gain access to the water(s) for stocking, monitoring water quality, or conducting creel surveys.
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:

Water	Stocking Strategy	FY19 Cost	FY20 Cost	FY21 Cost	FY22 Cost	FY23 Cost	Total Costs
Riverview	Traditional	\$5,974	\$6,930	\$6,930	\$6,930	\$6,930	\$33,694
Red Mountain	Traditional	\$8,240	\$9,356	\$9,356	\$9,356	\$9,356	\$45,662
Greenfield	Expansion	\$1,571	\$1,794	\$1,794	\$1,794	\$1,794	\$8,747
Totals		\$15,785	\$18,080	\$18,080	\$18,080	\$18,080	\$88,105

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.

6. Promptly notify the Department of anticipated and emergency maintenance or management measures that may affect the Community Fishing Program. This may include lake and landscape repairs or construction, water supply or aeration disruptions, and other activities or occurrences that may affect public health, safety, and access to fishing and stocking activities.
7. With assistance from the Department, develop and implement lake management plans for each water that include general operation and maintenance of the lake and associated facilities to support a sport fishery. This may include plans for optimal timing for lake drawdown and filling, operation strategies and timing for lake aeration and mixing systems, knowing when and whom to call for algae or aquatic plant treatments, knowing how to spot unusual fish behaviors that may indicate problems, and knowing who to call in the event of a fish kill.
8. Maintain water quality in a manner consistent with all other requirements and regulations upon the City. Regularly remove trash and debris from the lakes. Remove and dispose of dead fish in a timely manner and notify the Department Community Fishing Program Manager if there is an unusual amount of dead or dying fish. Actively control excessive aquatic vegetation and algae blooms, and report any aquatic invasive species to the Community Fishing Program Manager.
9. Discourage feeding of domestic waterfowl by the public, and harass or remove excess waterfowl as necessary. Discourage populations of fish-eating aquatic birds (i.e., cormorants and herons) through park landscape management and other permissible techniques. Allow the Department to conduct Migratory bird research or depredation activities as permitted by the U.S. Fish and Wildlife Service.
10. For lakes with aeration systems, maintain a fully operational system to support good water quality. Ensure that aeration systems or other lake management systems are not limiting angler access or use, unless necessary to conduct maintenance or repairs. Manage and integrate landscape activities to be compatible with the maintenance of good lake water quality.
11. To the extent possible, assist in the enforcement of State, City and Park codes, rules, regulations and laws (including ARS Title 12 and Title 17 Game and Fish Laws), as applicable. Assist the Department in the enforcement by reporting violations or suspected violations to the Department Operation Game Thief hotline (1-800-352-0700), by verbal warnings, and by citations as necessary to achieve compliance goals. City may adopt Title 17 Rules into Municipal Code to facilitate enforcement.
12. Provide and maintain angler access to shoreline areas at each water. To the extent possible, provide suitable accommodations along the shoreline such as picnic tables, benches, and shade structures for angler use.

13. Provide access to the waters and associated park facilities such as shade structures so that Sport Fishing Education contractors, Department personnel, and volunteer instructors may conduct Sport Fishing Education programs at no charge to the Department. This may include conducting and/or supporting Sport Fishing Education programs (fishing clinics) for the general public in cooperation with the City. Specific scheduling information about Department-sanctioned programs will be provided to the City as far in advance as possible.
14. Provide suitable park and lake access to allow for stocking of fish using trucks and trailers by the Department and their fish contractors at the waters.

**The Parties Mutually Agree To:**

1. Work in harmony for the common purpose of managing a Community Fishing Program. Encourage a united and professional approach by personnel of both Parties in seeking solutions to problems and challenges that may arise in fish and angler management programs.
2. Department and City staff shall meet annually or as needed to discuss issues, operations and maintenance, planning, budgeting, and other activities relating to park management and the Community Fishing Program, to review accomplishments and to develop and prioritize activities for the coming year.
3. Cooperate and exchange biological, management, and other information useful in the effective operation of a Community Fishing Program.
4. Seek to obtain funding opportunities for projects that: 1) create, enhance, or restore fish habitat, water quality, or angler access; or 2) increase or enhance recreational angling opportunity. These funds may be transferred directly, or through reimbursement, to the City. Funding availability through the Department is uncertain, but may include support through the Sport Fish Restoration Federal Assistance Program, State Wildlife Grant Program, Arizona Heritage Fund, or other sources. To provide for the future transfer of special funds, the Parties agree to enter into mutually acceptable collection agreements. Future agreements will be developed within the framework of this Intergovernmental Agreement, and applicable grant and agreement requirements are to be approved by agency directors.

**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, this five (5) year Agreement will terminate on June 30, 2023.
2. Termination Generally. Either Party may terminate this Agreement upon sixty (60) days' written notice to the other Party. Upon termination, all work performed pursuant to this Agreement will cease, and all unencumbered monies deposited for use by the Department will be returned to the City.
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:  
Andrea Moore, Park Planning and Operations Administrator  
Mesa Parks, Recreation and Community Facilities  
PO Box 1466 | Mail Stop 7010  
Mesa, AZ 85211
  - B. To the Department:  
Mr. Chris Cantrell  
Arizona Game and Fish Department  
5000 West Carefree Highway  
Phoenix, Arizona 85086
4. Non-discrimination. In carrying out the terms of this Agreement, the Parties agree to comply with Executive Order 99-4 prohibiting discrimination in employment, the provisions of which are incorporated herein by reference.
5. Audit. Pursuant to A.R.S. § 35-214 all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement.
6. Arbitration. To the extent required pursuant to A.R.S. § 12-1518, and any successor statutes, the Parties agree to use arbitration, after exhausting all applicable administrative remedies, to resolve any dispute arising under this Agreement, where not in conflict with Federal Law, with each Party to bear its own attorney's fees and costs.
7. Termination for Conflict of Interest. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

8. Termination for Non-Availability of Funds. Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds for the continuance of this Agreement are not allocated or are not available, this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.
9. Other Agreements. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.
10. Compliance with Applicable Law. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.
11. Severability. In the event that any provision of this Agreement or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.
12. Illegal Immigration. The Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.
13. Employer-Employee Relationship. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between City and any State employee, or between State and any City employee. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for any of its employees.
14. Indemnity. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees, hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

15. Records Retention. In accordance with A.R.S. § 41-151.12 (GS 1018), all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be retained for a period of six (6) years after Agreement is fulfilled, expired, canceled or revoked.

16. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and correctly sets forth the rights, duties and obligations of each to the other as of its date. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. The provisions hereof may be abrogated, modified, rescinded, or amended in whole or in part only by mutual written consent executed by the Parties.

**CITY OF MESA**

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 of Mesa under the laws of the State of Arizona.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018 \_\_\_\_\_  
City Attorney

**ARIZONA GAME AND FISH COMMISSION**

By: Ty Gray for Date 6-22-18  
Ty Gray  
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 Mesa, 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 28 day of JUNE, 2018   
Attorney  
Arizona Game and Fish Commission