



MARANA TOWN COUNCIL  
REGULAR COUNCIL MEETING  
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653  
Council Chambers, April 7, 2026, at or after 6:00 PM

Jon Post, Mayor  
Roxanne Ziegler, Vice Mayor  
Patrick Cavanaugh, Council Member  
Patti Comerford, Council Member  
Herb Kai, Council Member  
Teri Murphy, Council Member  
John Officer, Council Member

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Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on April 7, 2026, at or after 6:00 PM located in the Council Chambers of the Ed Honea Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

**ACTION MAY BE TAKEN BY THE COUNCIL ON ANY ITEM LISTED ON THIS AGENDA.** Revisions to the agenda can occur up to 24 hours prior to the meeting. Added or revised language appears in italics.

**As a courtesy to others, please turn off or put in silent mode all electronic devices.**

### **Meeting Times**

Welcome to this Marana Town Council meeting. Regular Council meetings are usually held the first and third Tuesday of each month at 6:00 PM at the Ed Honea Marana Municipal Complex, although the date or time may change and additional meetings may be called at other times and/or places. Contact the Town Clerk or watch for posted agendas for other meetings. This agenda may be revised up to 24 hours prior to the meeting. In such a case a new agenda will be posted in place of this agenda. Public access to the Council Chambers begins 20 minutes prior to the start of the meeting.

### **Speaking at Meetings**

If you are interested in speaking to the Council during the Call to the Public or Public

Hearings, you must fill out a speaker card and deliver it to the Town Clerk.

All persons attending the Council meeting, whether speaking to the Council or not, are expected to observe the Council rules, as well as the rules of politeness, propriety, decorum and good conduct. Any person interfering with the meeting in any way, or acting rudely or loudly will be removed from the meeting and will not be allowed to return.

### **Accessibility**

To better serve the citizens of Marana and others attending our meetings, the Council Chambers are wheelchair and handicapped accessible. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk at (520) 382-1999. Requests should be made as early as possible to arrange the accommodation.

### **Agendas**

Copies of the agenda are available the day of the meeting in the lobby outside the Council Chambers or online at [www.maranaaz.gov](http://www.maranaaz.gov) under Agendas and Minutes. For questions about the Council meetings, special services or procedures, please contact the Town Clerk, at (520) 382-1999, Monday through Friday from 8:00 AM to 5:00 PM.

This Notice and Agenda will be posted no later than 24 hours prior to the meeting, at the Ed Honea Marana Municipal Complex, 11555 W. Civic Center Drive, the Marana Operations Center, 5100 W. Ina Road, and at [www.maranaaz.gov](http://www.maranaaz.gov) under Agendas and Minutes.

## **REGULAR COUNCIL MEETING**

### **CALL TO ORDER AND ROLL CALL**

### **PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE**

### **APPROVAL OF AGENDA**

### **CALL TO THE PUBLIC**

At this time any member of the public is allowed to address the Town Council on any issue within the jurisdiction of the Town Council, except for items scheduled for a Public Hearing at this meeting. The speaker may have up to three minutes to speak. Any persons wishing to address the Council must complete a speaker card and deliver it to the Town Clerk. Individuals addressing a meeting at the Call to the Public will not be provided with electronic technology capabilities beyond the existing voice amplification and recording capabilities in the facilities. Pursuant to the Arizona Open Meeting Law, at the conclusion of Call to the Public, individual members of the Council may respond to criticism made by those who have addressed the Council, and may ask staff to review

the matter, or may ask that the matter be placed on a future agenda.

## **PROCLAMATIONS**

PR1 Proclamation Recognizing the Week of the Young Child (Jill McCleary)

## **MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS**

## **MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS**

## **PRESENTATIONS**

## **CONSENT AGENDA**

The Consent Agenda contains items requiring action by the Council which are generally routine items not requiring Council discussion. A single motion and affirmative vote will approve all items on the Consent Agenda, including any resolutions or ordinances. Prior to a motion to approve the Consent Agenda, any Council member may remove any item from the Consent Agenda and that item will be discussed and voted upon separately.

- C1 Resolution No. 2026-019: Relating to Administration; approving and authorizing the Mayor to execute the Intergovernmental Agreement with Pima County for the Pima Early Education Program (Lisa Shafer)
- C2 Resolution No. 2026-020: Relating to Parks and Recreation; approving and authorizing the Mayor to sign the "Safe Harbor Agreement Landowner Certificate of Inclusion In The Safe Harbor Agreement" with the Arizona Game and Fish Department for Topminnow and Pupfish at the El Rio Preserve (Wayne Barnett)
- C3 Resolution No. 2026-021: Relating to Intergovernmental Relations; approving and authorizing the Mayor to execute an Intergovernmental Agreement between the Town of Marana, Northwest Fire District and Marana Unified School District No. 6 for development review and inspection, facility use and general cooperation (David Udall)
- C4 Resolution No. 2026-022: Relating to Marana Regional Airport; approving and authorizing the Mayor to sign a Land/Facility Use Agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management for use of the Airport as an air tanker base for fire suppression activities during fire season (David L. Udall)

- C5 Resolution No. 2026-023: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures; revising Chapter 5 "Work Rules and Employee Discipline," by amending Policy 5-8 "Informal Personnel Action Review Procedures" (Curry C. Hale)
- C6 Resolution No. 2026-024: Relating to Water and Intergovernmental Relations; approving and authorizing the Finance Director to sign a services agreement with the Arizona Board of Regents (University of Arizona) for water education outreach and engagement (Jerry Huerstel)
- C7 Relating to Procurement; approving a change order to the contract with McGann & Associates in the amount of \$14,620 for the Saguaro Bloom Community Park, Ph-2 (PK040); authorizing the transfer of appropriations if necessary for the change order; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Fausto Burruel)
- C8 Approval of Regular Council Meeting Summary Minutes of March 3, 2026 and March 17, 2026 (Jill McCleary)

## LIQUOR LICENSES

## BOARDS, COMMISSIONS AND COMMITTEES

## COUNCIL ACTION

## ITEMS FOR DISCUSSION / POSSIBLE ACTION

- D1 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's [Marana Current and Proposed Projects](#) internet site (Brett Wittenberg)
- D2 Relating to Legislation and Government Actions; discussion and possible action or direction regarding all pending state, federal, and local legislation/ government actions and on recent and upcoming meetings of other governmental bodies (Terry Rozema)
- D3 Relating to Budget; discussion, direction and possible action regarding development of the fiscal year 2026/2027 budget, including proposed budget initiatives and expenditures (Terry Rozema)

## **EXECUTIVE SESSIONS**

Pursuant to A.R.S. § 38-431.03, the Town Council may vote to go into executive session, which will not be open to the public, to discuss certain matters.

- E1 Executive Session pursuant to A.R.S. §38-431.03 (A), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).

## **FUTURE AGENDA ITEMS**

Notwithstanding the Mayor's discretion regarding the items to be placed on the agenda, if three or more Council members request that an item be placed on the agenda, it must be placed on the agenda for the second regular Town Council meeting after the date of the request, pursuant to Marana Town Code Section 2-4-2(B).

## **ADJOURNMENT**



**Council-Regular Meeting**

**PR1**

**Meeting Date:** 04/07/2026

**Submitted For:** Debbie Thompson, Deputy Town Clerk

**Date:** April 7, 2026

**Subject:** Proclamation Recognizing the Week of the Young Child (Jill McCleary)

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**Attachments**

Proclamation Recognizing the Week of the Young Child

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**PROCLAMATION**  
**Recognizing The Week of the Young Child**

**WHEREAS**, all of Arizona's children deserve access to quality Early Care and Education (ECE) environments; and

**WHEREAS**, quality child care programs build children's lifelong learning skills during the critical years from birth to age five; and

**WHEREAS**, ECE teachers and child care providers are the essential workforce that helps Arizona parents get to work or school; and

**WHEREAS**, funding quality child care is a smart investment that improves family well-being, strengthens communities, and grows our state's prosperity; and

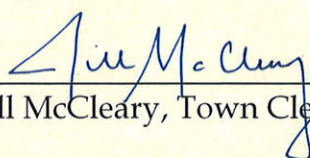
**WHEREAS**, First Things First, Arizona Association for the Education of Young Children, Southern Arizona Association for the Education of Young Children, and other community organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the 55th anniversary of the Week of the Young Child; and

**WHEREAS**, these organizations are working to improve equitable early childhood opportunities that provide a strong start for children in Marana.

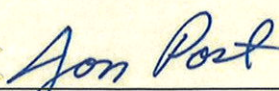
**NOW, THEREFORE**, I, Jon Post, Mayor of the Town of Marana, do hereby proclaim April 11-17, 2026 as the Week of the Young Child in Marana and encourage all citizens to support Early Care and Education in our community.

Dated this 7th day of April, 2026.

**ATTEST:**

  
\_\_\_\_\_  
Jill McCleary, Town Clerk



  
\_\_\_\_\_  
Jon Post, Mayor



**Council-Regular Meeting**

C1

**Meeting Date:** 04/07/2026

**To:** Mayor and Council

**From:** Lisa Shafer, Community Development Director

**Date:** April 7, 2026

**Strategic Plan Focus Area:**

Not Applicable

**Subject:** Resolution No. 2026-019: Relating to Administration; approving and authorizing the Mayor to execute the Intergovernmental Agreement with Pima County for the Pima Early Education Program (Lisa Shafer)

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**Discussion:**

On June 1, 2021, the Town Council approved Resolution No. 2021-077 authorizing staff to enter into an Intergovernmental Agreement (IGA) with Pima County for the new Pima Early Education Program (PEEP) to fund a new pre-school program at Estes Elementary for the 2021-2022 school year. The Town contributed \$132,000 towards the first 10-month program school year. The following years, the Town Council authorized Amendment One, Two, Three and Four to the IGA, funding the preschool class at Estes for a total of \$717,140 over the full five years of the original contract. The new contract is for one year and will continue to fund the pre-school program at Estes Elementary for the 2026-2027 school year, which provides high quality education to 18 students.

The overall goals of PEEP are to increase the number of 3-5 year-old children from low-income families attending high quality preschools in Pima County and to increase the number of high quality preschools in Pima County. A household family income must be at or below 300% of the Federal Poverty Level to qualify for this program. To be considered a quality preschool, the preschool must have a Quality First rating of 3-5 stars, be a Head Start provider or be nationally accredited. At the end of the 2024-2025 school year, 1,552 children from income eligible families received assistance from this program to attend high quality preschools across Pima County. Sixty-nine of these children participated in PEEP's programs within the Marana Unified School District, 34

attended Head Start classes in Marana and nine preschoolers received scholarships to attend Quality First Preschools in Marana. PEEP's, along with other state and federal programs, are serving about 41% of families in need of this assistance. The number of preschools rated as high quality has also increased from 199 at the start of the program to 307 in year four. In the first year of the program, there were 12 school district classes and that has increased to the current 36 classes. The Town-funded PEEPs class at Estes Elementary School has maintained full enrollment this year of 18 students.

The County has approached the Town requesting the Town consider funding the Estes Elementary PEEPs program. If the Town Council approves the PEEP IGA, the Town will pay a total of \$153,339.20 towards Estes Elementary PEEPs class for school year 2026-2027.

**Financial Impact:**

Fiscal Year: 2027

Budgeted Y

Y/N:

Amount: \$153,339.20

Pending Council approval, the contribution amount for this program will be budgeted within the General Fund for the upcoming fiscal year.

**Staff Recommendation:**

Staff recommends approval of the IGA with Pima County for the Pima Early Education Program.

**Suggested Motion:**

I move to adopt Resolution No. 2026-019 approving and authorizing the Mayor to execute the Intergovernmental Agreement with Pima County for the Pima Early Education Program.

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**Attachments**

Resolution No. 2026-019

Exhibit A to Resolution

Annual Report

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## MARANA RESOLUTION NO. 2026-019

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RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT WITH PIMA COUNTY FOR THE PIMA EARLY EDUCATION PROGRAM

WHEREAS research shows that children who attend high quality preschool are better prepared for kindergarten and are less likely to need expensive special education services; and

WHEREAS the Town of Marana desires to contribute funding to the Pima Early Education Program to increase the number of high-quality preschool classes at school district sites within the Town of Marana; and

WHEREAS Pima County and the Town of Marana may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §11-952 *et seq.*; and

WHEREAS the Town Council finds that the intergovernmental agreement with Pima County for the Pima Early Education Program is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS:

SECTION 1. The intergovernmental agreement with Pima County for the Pima Early Education Program, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Mayor is hereby authorized to sign it for and on behalf of the Town of Marana.

SECTION 2. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 7th day of April, 2026.

\_\_\_\_\_  
Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jill McCleary, Town Clerk

\_\_\_\_\_  
Jane Fairall, Town Attorney

CT260000019

**Intergovernmental Agreement  
between  
Pima County and Town of Marana  
for  
the Pima Early Education Program**

This Intergovernmental Agreement (“**IGA**”) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“**County**”) and the Town of Marana, Arizona (“**Town**”), pursuant to A.R.S. § 11-952.

**Recitals**

- A. County and may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- B. County is authorized by A.R.S. §§ 11-254.04 to appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of County inhabitants.
- C. Town is authorized by A.R.S. §§ 9-500.11 to expend public monies for and in connection with economic development activities.
- D. County as part of its 2023-2026 Economic Development Strategic Plan, has recognized the significance of workforce shortages and the need for reliable, high-quality, and affordable preschool programs to address barriers to parents entering and remaining in the workforce.
- E. Pima County adopted the Prosperity Initiative Board Policy for the purpose of reducing generational poverty and improving community wealth.
- F. Research shows that children, particularly economically disadvantaged children and children of color, who attend preschool are better prepared for kindergarten and are less likely to need expensive special education services, and that, with continued supportive education, these benefits may result in positive longer-term outcomes for those children, their parents, employers and taxpayers.
- G. In Pima County, only 34% of third graders are minimally proficient at reading - a key educational indicator. Preschool enrollment is low, enrollment in quality preschool is even lower, half of all preschool-age children are from low-income families, a majority of preschool-age children from low-income families are children of color, and public funding and preschool capacity for those who need it is insufficient.
- H. County is funding the Pima Early Education Program, part of which includes the expansion of high-quality preschool classes operated by public school districts for preschool age children from families with incomes at or below 300% of the Federal Poverty Level.

Contract No.: **CT260000019**

- I. The Town wants to allocate \$153,339.20 to County to fund a high-quality preschool class in the Town.

NOW, THEREFORE, County and Town, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

### **Agreement**

1. **Purpose.** The purpose of this IGA is for Town to contribute funding to County's Pima Early Education Program to increase the number of high-quality preschool classes at school district sites within the Town, so as to offer high quality preschool opportunities, to families with incomes at or below 300% of the Federal Poverty Level.
2. **Term.** This IGA commences on July 1, 2026 and will terminate on June 30, 2027. If the commencement date of the Term is before the date of execution, the parties will, for all purposes, deem the IGA to have been in effect as of the commencement date.
3. **Town Responsibilities.** Town shall pay County \$153,339.20 on or before September 30, 2026. Town shall identify a Liaison for this IGA by July 1, 2026. Town shall notify County on or before April 1, 2027 about its intent to contribute funding towards the Pima Early Education Program for the following Fiscal Year 2028. Town shall coordinate with County on efforts to connect participating families to other resources. Town shall share information about the Pima Early Education Program with Mayor and Council, as well as applicable Town departments.
4. **County Responsibilities.** County shall allocate Town's \$153,339.20 to reimburse Marana Unified School District for the cost of operating a high quality preschool class at Estes Elementary School located within the Town for up to 18 preschool age children from families with incomes at or below 300% of the Federal Poverty Level. County shall provide Town with a copy of IGA between County and Marana Unified School District prior to Town making payment to County. County shall not charge Town an administrative fee for allocating the Town funds. County shall provide to Town with a mid-year report on or before January 31, 2027, and an end of year report on or before September 1, 2027. Reports shall include the amount of Town funding spent and number of children served, assuming a cost allocation of \$8,641.40 per child. County shall identify a Liaison for this IGA by July 1, 2026.
5. **Indemnification.** 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") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
6. **Insurance.** Each party is aware of the other party's self-insured status and agrees to maintain at its own expense, during the entire term of this IGA, any required insurance to satisfy financial responsibility associate with claims, including attorney fees outlined in section 5 above.
7. **Termination.**

Contract No.: **CT260000019**

- A. **Without Cause:** Either party may terminate this IGA at any time, without cause, by notifying the other party, in writing, at least 30 days before the effective date of the termination. In the event of such termination, the County's only obligation to Town will be repayment of Town funds that County has not already allocated to Estes Elementary School and other eligible preschools.
  - B. **With Cause:** Either party may terminate this IGA at any time without advance notice and without further obligation if either party finds the other party to be in default of any provision of this Agreement.
  - C. **Non-Appropriation:** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the Town Council does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
8. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
  9. **Non-Discrimination.** The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, the parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
  10. **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
  11. **Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
  12. **Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
  13. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will 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 itself or any of its employees.
  14. **No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

Contract No.: **CT260000019**

15. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

**County:**

Nicole Scott, Program Manager  
Pima County Community &  
Workforce Development  
1010 W Miracle Mile Rd.  
Tucson, AZ 85705

**Town:**

Lisa Shafer, Community & Neighborhood  
Services Director  
Town of Marana  
11555 W Civic Center Dr.  
Marana, AZ 85653

16. **Amendment.** This IGA may only be modified, amended, altered or changed by written agreement signed by the parties.
17. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
18. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise
19. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.
20. **Counterparts.** The parties may execute this IGA in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.
21. **Effective Date.** This IGA will become effective when all parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last party (as indicated by the date associated with that party's signature).

**SIGNATURE PAGE TO FOLLOW**

**PIMA COUNTY**

**Town of Marana:**

\_\_\_\_\_  
Chair  
Board of Supervisors

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST

ATTEST

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Town Clerk

**Approval**

The foregoing Intergovernmental Agreement between Pima County and Town has been reviewed by the undersigned and is hereby approved as to content.

\_\_\_\_\_  
Jan Leshner, Pima County Administrator

**Intergovernmental Agreement Determination**

The foregoing Intergovernmental Agreement between Pima County and the Town has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

**PIMA COUNTY:**

**Town of Marana:**



\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Town Attorney

Contract No.: **CT260000019**

# PEEPS

## Pima Early Education Program Scholarships



## FY 2024-2025 ANNUAL REPORT



**PIMA COUNTY**  
COMMUNITY & WORKFORCE  
DEVELOPMENT

# PEEPS

## Pima Early Education Program Scholarships



## OVERVIEW

# Stronger Starts, Brighter Futures

The [Pima Early Education Program \(PEEPs\)](#) is a countywide initiative designed to expand access to high-quality preschool for children ages 3-5 from low-income families while also strengthening the network of high-quality providers in Pima County. In its fourth year, the program served **1,552 children** directly and, together with partner efforts, reached over **5,000 children system wide**. Through local and federal funding, partnerships with school districts and community organizations, and support from the Accelerate Quality program, PEEP is helping more families find affordable preschool, supporting providers in raising quality, and ensuring that children enter kindergarten ready to succeed.



*"Through these scholarships it prepares our children's cognitive & social skills, develop their independence and prepares them for the love of learning. This program also allows us to support and provide our Teachers by giving them the tools and resources to enhance their learning experience."*

– PEEPS Provider

## BY THE NUMBERS

# Kids & Preschools!

The two primary goals of the Pima Early Education Program are to:

- Increase the number of 3-5 year-old children from low-income families attending high quality preschools in Pima County, and
- Increase the number of high-quality preschools in Pima County serving low-income families.

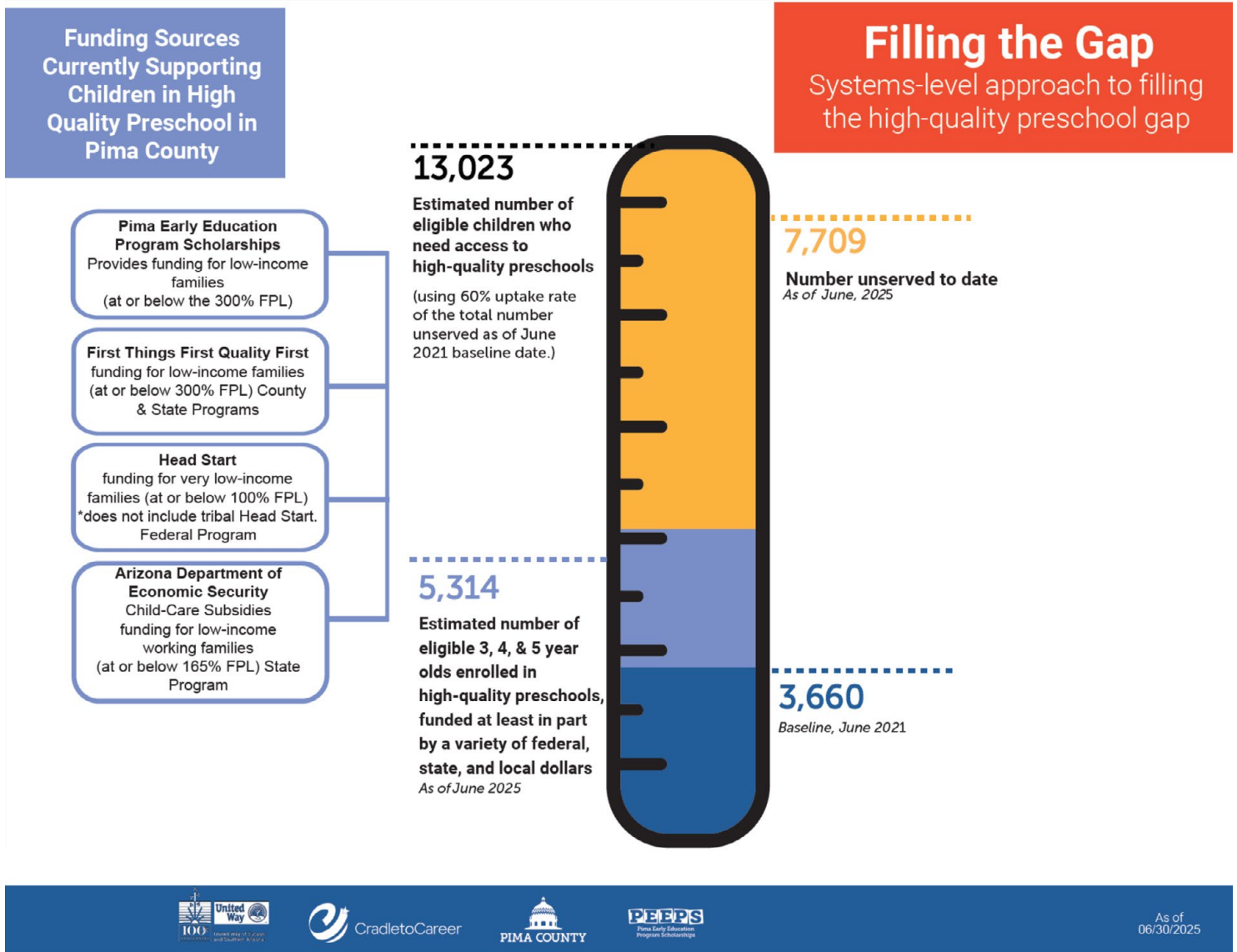
Pima County measures progress at both the program level (PEEPs) and the system-level (combined with others that fund preschool for families in need). At the program level, **PEEPs served 1,552 children from income-eligible families during the fourth year of the program.**

PEEPs Contracts by Type	Total # of Students Served
Pima County Funded Quality First Scholarships	704
Pima County Funded School District Expansion Classes*	640
Pima County Funded Head Start Extended Day Classes	208
<b>Totals</b>	<b>1,552</b>

\*This includes the Pima Community College Desert Vista class operated by Child-Parent Centers.

School District	# of PEEP Classes	# of Students Served
Amphitheater Unified School District	13	221
Flowing Wells Unified School District	3	56
Marana Unified School District	4	69
Pima Community College Desert Vista	1	19
Sahuarita Unified School District	1	20
Sunnyside Unified School District	4	76
Tucson Unified School District	10	179
<b>Total</b>	<b>36</b>	<b>640</b>

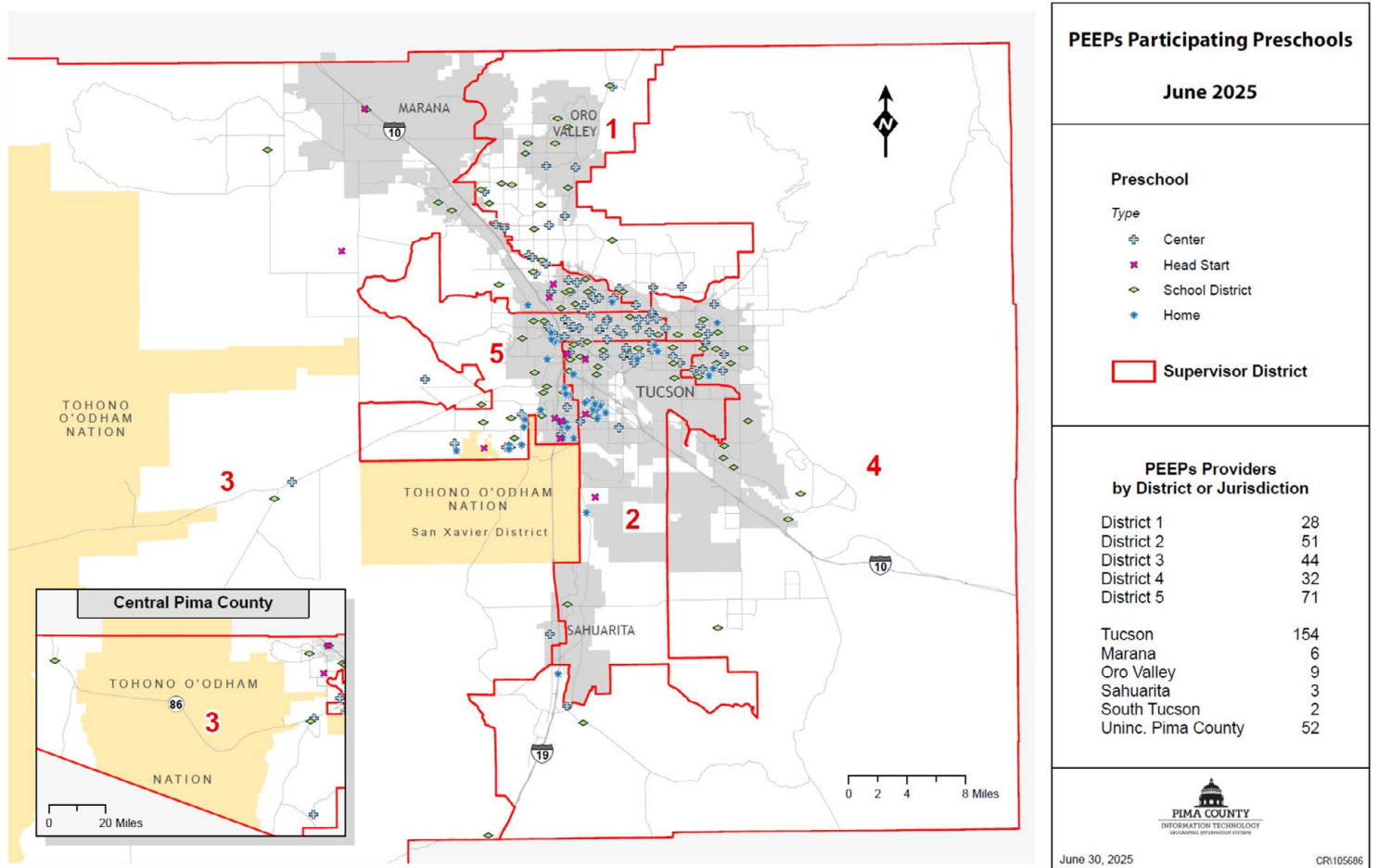
At the system level, PEEPs and other programs assisted 5,314 children from families with incomes at or below 300% of the Federal Poverty Level in attending high-quality preschool programs in Pima County. This means that **collectively PEEPs and our partners are serving about 41% of the need (5,314 out of 13,032).**



To ensure all eligible children have the opportunity to access high-quality early childhood programs in Pima County, we must also increase the number of high-quality rated and accredited preschools, which is the second goal of PEEPs. When we started tracking this data in June 2021, there were 199 high-quality preschool providers recognized by the Arizona Department of Economic Security Division of Child Care (DES DCC). Over the last four years we have seen tremendous growth in the number of high-quality providers in Pima County, due in part to the creation of PEEPs school district classes, partnerships between DES Division of Child Care and First Things First, and the United Way of Tucson and Southern Arizona’s Accelerate Quality program that prepares preschools and childcare providers for the Quality First rating assessment or national accreditation attainment. We are happy to report that with our collective efforts **Pima County now has 307 high-quality preschool providers.**

Arizona Department of Economic Security (DES) recognized high-quality providers	June 2021 Baseline #'s	FY24 Total # HQ Providers	FY25 Total # HQ Providers
Quality First 3-5 star preschools (some also Nationally Accredited)	142	222	235
Head Start centers and Early Head Start programs	50	50	50
Nationally Accredited preschools (Not in QF) contracted with DES	7	6	22
<b>Total</b>	<b>199</b>	<b>278</b>	<b>307</b>

Of the 226 PEEPs participating providers for year 4, 40% were private childcare centers, 35% were operated by public school districts, 20% were home providers, and 5% were operated by Head Start.



The State of Arizona recognizes high quality preschools as those participating in the State's First Things First Quality First Program with a rating of 3-5 stars, those participating in the Federal Head Start program, and those with certain national accreditations.

Of the Quality First PEEPs participating preschools, the average Quality Rating is 4 stars, and 94 percent have a three-star rating or above.

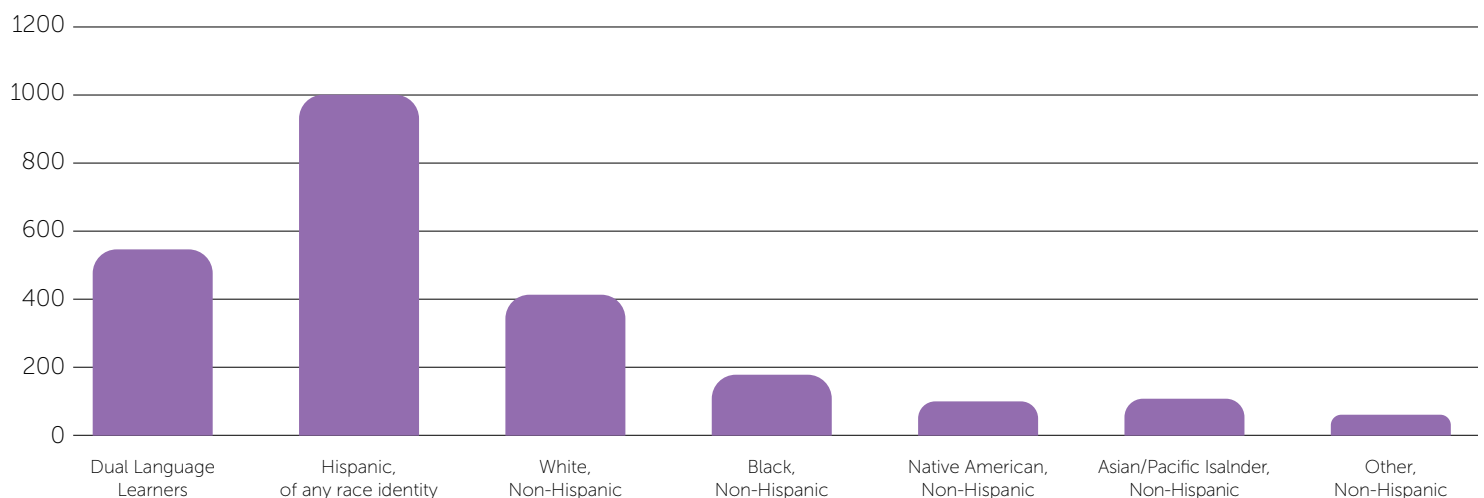
Jurisdiction	Number of Quality First PEEPs Preschools by Rating			
	3-Star	4-Star	5-Star	Total
Town of Marana	2	2	1	5
Town of Oro Valley	3	3	4	10
Town of Sahuarita	0	2	0	2
City of South Tucson	0	0	2	2
City of Tucson	30	69	45	144
Unincorporated Pima County	9	18	22	49

# Demographic Data

Research continues to show that high quality early childhood care and education is one of the most effective ways of reducing poverty and improving the health, safety and wealth of individuals and communities. Those who benefit the most from high quality preschool are children from economically disadvantaged families, children of color and dual language learners. While all PEEPs children had to be from economically disadvantaged families with incomes below 300 percent of the Federal Poverty Level, data on race, ethnicity and dual language learners was collected for PEEPs participants across the 3 program components: school district expansion classes, extended day Head Start programs, and Quality First scholarship recipients.

Demographic data was collected on 1,541 of 1,552 children (99%) this year. The data shows that children **belonging to a racial or ethnic minority accounted for 75% of the total group** with 62% identified as Hispanic of any race. Additionally, **483 of 1,541 (31%) children were recognized as dual language learners.**

PEEPs Demographic Composition SY2025



# PEEPS

## Pima Early Education Program Scholarships



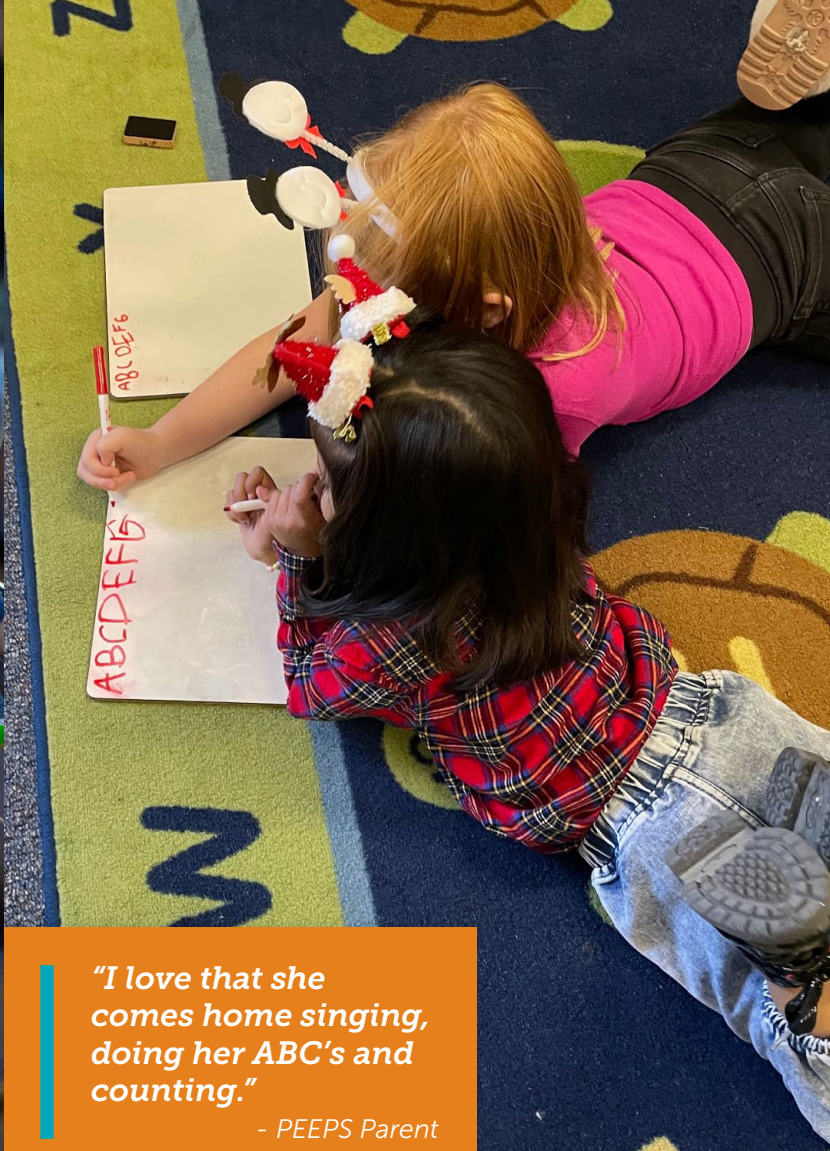
*"We hope to continue to maintain this partnership to allow low income families access to high quality preschool programming."*

*– PEEPS Provider*



*"The help is incredible. I feel more at ease that my children are safe and happy."*

*– PEEPS Parent*



*"This scholarship was essential for our child to attend a wonderful school. She has grown and learned so much in the time she has been there."*

*– PEEPS Parent*

*"I love that she comes home singing, doing her ABC's and counting."*

*– PEEPS Parent*



*"It has been very helpful being able to work while she is learning and at a great school."*

*– PEEPS Parent*

# Developing our Youngest Learners

## MARANA UNIFIED SCHOOL DISTRICT

In school year 24-25, the Marana Unified School District focused efforts on building phonemic awareness in the preschool classrooms. Phonemic Awareness is crucial for early literacy development as it teaches children to manipulate the individual sounds in spoken words, forming a foundation for decoding and encoding; fundamental to understanding that letters represent sounds and enables children to connect written words to their spoken sounds. Across all three skills, the percentage of children reaching “Proficient” grew sharply. This shows strong overall growth in early literacy skills from fall to spring. The table below shows the results of these three skills assessed.

	% of children assessed in Sept 2024	% of children assessed in May 2025
<b>Onset Fluency</b>		
Beginning	53%	12%
Developing	19%	12%
Proficient	28%	76%
<b>Final Phoneme Isolation</b>		
Beginning	57%	27%
Developing	22%	16%
Proficient	21%	57%
<b>Segmenting into Onset Rhyme</b>		
Beginning	79%	17%
Developing	20%	14%
Proficient	1%	69%

*“We are so grateful for this program. We wouldn’t be able to afford preschool without the help and being able to go to our first choice in care has been invaluable.”*

– PEEPS Parent

# FLOWING WELLS UNIFIED SCHOOL DISTRICT

For the past two years, the Flowing Wells School District has been able to gather early literacy skills inventory data on PEEPs students versus non-PEEPs students that attended Kindergarten in the district. Using the Acadience Reading Assessment, the School District is able to measure students' early literacy skills including phonemic segmentation, letter fluency and oral language skills. In each of these cohorts of kindergarteners, PEEPs students entered kindergarten with more students in the "At" or "Above" expectations than their non-PEEPs counterparts which demonstrates the importance of these early learning environments as children enter the K-12 education system. The two tables below represent the early literacy data collected from the last two years of PEEPs students in kindergarten.

Acadience Data PEEPs Students v non-PEEPs Students 22-23 cohort				
	Beginning of the Year		End of the Year	
	% of PEEPs students	% of non-PEEPs students	% of PEEPs students	% of non-PEEPs students
<b>Well Below</b>	30%	50%	4%	19%
<b>Below</b>	17%	21%	13%	16%
<b>At</b>	30%	12%	39%	30%
<b>Above</b>	22%	17%	43%	34%

Acadience Data PEEPs Students v non-PEEPs Students 23-24 cohort				
	Beginning of the Year		End of the Year	
	% of PEEPs students	% of non-PEEPs students	% of PEEPs students	% of non-PEEPs students
<b>Well Below</b>	44%	55%	22%	16%
<b>Below</b>	22%	19%	4%	16%
<b>At</b>	17%	8%	30%	32%
<b>Above</b>	17%	17%	43%	36%

***"We feel beyond blessed to partner with PEEPS and will help in any way to maintain the quality of programming that it has afforded families and children."***

*– PEEPS Provider*

# Expenses, Budgeting, and Future Funding

The Pima County Board of Supervisors allocated \$30.2 million of Federal American Recovery Plan Act (ARPA) funding over 4 years to PEEPs. Future years of the program will be funded primarily through Pima County’s Library District. Over the past four years of the program, the City of Tucson and towns of Marana and Oro Valley have contributed over \$4.1 million for PEEPs.

Private funders have been donating to the [United Way’s Accelerate Quality program](#), which compliments PEEPs by expanding preschool capacity and improving quality. Not reflected in these dollar amounts are Department of Economic Security (DES) childcare subsidies for eligible children in PEEPs school district classes, and contributions from school districts for facility improvements and administrative overhead, all of which increase the number of children served in the PEEPs program.

### FY25/Year 3 PEEPs Budgeted and Actual Expenses\*

IGAs & Contracts	Budgeted Expenses	Actual Expenses
First Things First Quality First Scholarships	\$5,529,928	\$4,914,045
Child-Parent Centers, Inc. Head Start Extended Day	\$937,595	\$937,595
School District IGAs Expansion Preschool Classes	\$6,338,900	\$5,431,488
PEEPs Administration	\$250,000	\$166,657
<b>Total</b>	<b>\$13,056,423</b>	<b>\$11,449,785</b>

Actual expenses for PEEPs for year 4 were below budget by about \$1.5 million. There were cost savings in our school district classes by utilizing the “last dollar in” approach with children using DES childcare subsidies. For year 5, \$11.7M is budgeted for PEEPs, primarily from Pima County’s Library District and including \$320,000 from the City of Tucson and \$140,000 from the Town of Marana.

# Accelerate Quality Updates

Since 2021, **Accelerate Quality (AQ)**, created through a partnership between United Way of Tucson and Pima County, has worked to expand access to high-quality early care and education (ECE). AQ complements the Pima Early Education Program Scholarships (PEEPs) by ensuring there are enough high-quality slots for scholarship recipients and by mobilizing community investment from individuals, businesses, and philanthropists.

Thanks to generous grants from several funders and individuals, Accelerate Quality (AQ) has partnered with **73 local childcare and preschool programs**, supporting **1,820 children** and the **265 teachers and staff** who care for them every day. Providers receive coaching and resources to:

- Expand and open new classrooms
- Earn accreditation and quality ratings
- Build digital and business skills
- Strengthen financial planning for long-term stability

## BUILDING PEER SUPPORT NETWORKS

In 2024, one of our providers, began the exciting journey of expanding from a family childcare home into a full childcare center. At the same time, another provider in the program was also growing into a second facility. Both were young parents, both were passionate about quality education, and both were navigating the challenges of opening a childcare center in today's economy.

Recognizing their shared journey, an AQ coach connected the two. A year later, they're not just colleagues — they've become trusted peers, exchanging ideas and supporting each other through the ups and downs of running childcare programs. This kind of **peer-to-peer mentorship** creates a community of leaders who lift each other up, ultimately benefiting the children and families they serve.

## EMPOWERING FAMILY CHILD CARE PROVIDERS

Family childcare providers are the backbone of early learning in Pima County, but many enter the field with little training in business or financial management. To help, AQ partnered with Family Housing Resources (FHR) to deliver financial literacy workshops.

Providers learned about savings, budgeting, debt management, and how to read Profit & Loss statements. More importantly, they gained confidence in running their businesses. As one provider shared, "Now I can explain my finances clearly — I feel like a real business owner."

A total of 28 family childcare providers participated in these workshops, leaving with new tools to keep their programs strong and sustainable.

## WHY IT MATTERS

High-quality childcare doesn't just prepare children for school — it strengthens families, supports working parents, and fuels our local economy. Through Accelerate Quality, providers gain the skills, resources, and community connections they need to succeed. And when providers thrive, so do children and families across Pima County.

## MOVING FORWARD

# Aligning with the Prosperity Initiative

As PEEPs moves forward, its impact extends beyond early childhood classrooms to the broader goals of the Pima County and City of Tucson Prosperity Initiative and reducing generational poverty. By expanding access to high-quality preschool, strengthening local providers, and supporting families, PEEPs lays a foundation for long-term educational success, workforce readiness, and economic stability. Each child who enters kindergarten prepared to learn represents a step toward a more equitable and prosperous community. Each parent with a child in PEEPs is better able to work or pursue educational training opportunities.

The Pima County Board of Supervisors recently renewed its commitment to sustaining and strengthening PEEPs. Pursuant to Board direction, the County will convene a regional early education roundtable to include city and town representatives, school districts, and other community partners, with the goal of identifying additional non-monetary contributions to expand access to PEEPs and other early educational opportunities. The County will also establish the PEEPs Workforce and Business Leadership Council, in partnership with [The Preschool Promise](#). The Preschool Promise is a diverse coalition with the goal of making high-quality preschool available for all our children. This new Council will build off existing efforts to expand business, employer, and philanthropic support for PEEPs, with a particular focus on the early care and education workforce.

Through continued collaboration, investment, and innovation, Pima County is ensuring that PEEPs is not just a program, but a cornerstone of shared prosperity for all residents.

## Now Enrolling

If you know of a family that has a 3-5 year old in need of preschool education please have them call Child Care Resource & Referral at **1-800-308-9000** and ask about a PEEP Scholarship to find a provider that will best fit their needs.

### 2025 PEEPS Income Eligibility

Family Size	2	3	4	5	6	7	8
<b>300% of FPL</b>	\$63,450	\$79,950	\$96,450	\$112,950	\$129,450	\$145,950	\$162,450



## PEEPS

# Guiding Principles

1. Increase high-quality preschool capacity while addressing existing need for financial aid.
2. Distribute scholarships efficiently and effectively through existing programs and partners.
3. Do not supplant existing public assistance for preschool and utilize local funding as a “last dollar in” approach.
4. Coordinate with existing agencies that provide public assistance for high-quality preschool to establish baseline need and simple system-level benchmarks, monitor progress and refine collaborative efforts to improve the system as a whole.
5. Establish scholarship rates that cover the full cost of providing high-quality preschool per child, based on accepted cost of quality and local market rate studies, considering wages necessary to attract quality teachers, and accounting for current DES subsidy rates and school district in-kind contributions, and pandemic-related increased costs.
6. Ensure participating preschool providers are geographically dispersed, with priority given to preschools serving lower income/higher need neighborhoods, tribal and rural areas.
7. Connect eligible families to high-quality preschools and financial assistance, including parents in local workforce development programs.
8. Collaborate with partners to connect participating families with other community resources to accelerate family and community wide benefits.
9. Maximize multi-year partner contributions to make the program more sustainable.
10. Advocate with partners for a long-term state-wide solution.
11. Remain flexible as providers and families recover and rebuild from the pandemic.
12. Review, reevaluate, revise, and report regularly with input from stakeholders.



**Pima Early Education  
Program Scholarships**

**PEEPs Multi-Departmental Oversight Team**

- Dustin Williams**, Superintendent of Schools
- Carmine DeBonis Jr.**, Deputy County Administrator
- Daniel Sullivan**, Community and Workforce Development Director
- Tess Mayer**, Library Director
- Theresa Cullen**, Health Department Director
- Heath Vescovi-Chiordi**, Economic Development Director
- Rhonda Pina**, Community and Workforce Development Deputy Director
- Deborah Bryson**, Deputy Superintendent of Schools
- Nicole Fyffe**, County Administrator’s Office Senior Advisor

**Program Staff**

- Nicole Scott**, Program Manager
- Irene Moreno**, Program Coordinator



**PIMA COUNTY**

**Board of Supervisors**

- Rex Scott, *Chair*, District 1
- Jennifer Allen, *Vice Chair*, District 3
- Dr. Matt Heinz, District 2
- Steve Christy, District 4
- Andrés Cano, District 5

**Pima County Administrator**

Jan Leshner



5121618-091725-WEB-JT



**Council-Regular Meeting**

C2

**Meeting Date:** 04/07/2026

**To:** Mayor and Council

**Submitted For:** Wayne Barnett, Director Parks & Recreation

**From:** Wayne Barnett, Director Parks & Recreation

**Date:** April 7, 2026

**Strategic Plan Focus Area:**

Not Applicable

**Subject:** Resolution No. 2026-020: Relating to Parks and Recreation; approving and authorizing the Mayor to sign the "Safe Harbor Agreement Landowner Certificate of Inclusion In The Safe Harbor Agreement" with the Arizona Game and Fish Department for Topminnow and Pupfish at the El Rio Preserve (Wayne Barnett)

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**Discussion:**

This certificate of inclusion agreement is a mechanism to promote the establishment or maintenance of suitable habitat into which topminnow and pupfish populations may be established. Under this agreement, Arizona Game and Fish will introduce topminnow and pupfish populations into the El Rio Preserve. Permanent water sources, free of nonnative predators and within the species' historical ranges, are necessary for the establishment of topminnow and pupfish populations. The aquatic habitats at El Rio Preserve provide a unique opportunity to support these native fish while contributing to regional conservation efforts.

In addition to their conservation value, both species are highly effective at consuming mosquito larvae. Every summer, natural and artificial water sources across southern Arizona can become breeding areas for mosquitoes, which are vectors for disease transmission. Establishing pupfish and topminnow populations at El Rio Preserve will help naturally reduce mosquito larvae and contribute to mosquito mitigation at the site. Establishing these native fish populations enhances the ecological value of the preserve. Native fish contribute to a more balanced aquatic ecosystem, provide educational and interpretive opportunities for visitors, and support broader regional

efforts to recover and maintain native Sonoran Desert species. Their presence also highlights El Rio Preserve as an important location for native species conservation and habitat stewardship within the Town of Marana.

Under the certificate of inclusion agreement, Marana Parks and Recreation staff will work with Arizona Game and Fish to ensure that all requirements of the Town of Marana are met and that habitat conditions continue to support the long-term success of these native fish populations. This partnership also supports the Town of Marana's broader commitment to protecting native species, enhancing wildlife habitat, and promoting sustainable stewardship of the Town's natural resources.

**Staff Recommendation:**

Staff recommends approval of this item.

**Suggested Motion:**

I move to adopt Resolution No. 2026-020, approving and authorizing the Mayor to sign the "Safe Harbor Agreement Landowner Certificate of Inclusion In The Safe Harbor Agreement" with the Arizona Game and Fish Department for Topminnow and Pupfish at the El Rio Preserve.

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**Attachments**

Resolution No. 2026-020  
Exhibit A to Resolution  
Safe Harbor Agreement for Topminnos and Pupfish in Arizona

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## MARANA RESOLUTION NO. 2026-020

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RELATING TO PARKS AND RECREATION; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE "SAFE HARBOR AGREEMENT LANDOWNER CERTIFICATE OF INCLUSION IN THE SAFE HARBOR AGREEMENT" WITH THE ARIZONA GAME AND FISH DEPARTMENT FOR TOPMINNOW AND PUPFISH AT THE EL RIO PRESERVE

WHEREAS establishing pupfish and topminnow populations at El Rio Preserve will help naturally reduce mosquito larvae and contribute to mosquito mitigation at the El Rio Preserve; and

WHEREAS under the terms and conditions of the "Safe Harbor Agreement Landowner Certificate of Inclusion In The Safe Harbor Agreement" with the Arizona Game and Fish Department (the "Certificate of Inclusion Agreement"), the Arizona Game and Fish Department will introduce topminnow and pupfish populations into the El Rio Preserve; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of its citizens to enter into this Certificate of Inclusion Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS: The Certificate of Inclusion Agreement, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 7th day of April, 2026.

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Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

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Jill McCleary, Town Clerk

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Jane Fairall, Town Attorney

Safe Harbor Agreement Landowner Certificate of Inclusion

**Certificate of Inclusion**

In The Safe Harbor Agreement

For Gila Topminnow (*Poeciliopsis occidentalis*), Yaqui Topminnow (*Poeciliopsis sonoriensis*), Desert Pupfish (*Cyprinodon macularius*), and Quitobaquito Pupfish (*Cyprinodon eremus*) between the Arizona Game and Fish Department and U.S. Fish and Wildlife Service

This certifies that the participating landowner (Cooperator), who owns or administers property described in the attached Cooperative Agreement, is included within the scope of Permit No. TE-083636-0, issued by the U.S. Fish and Wildlife Service (Service) on March 10, 2008 to the Arizona Game and Fish Department (Department) under the authority of Section 10(a)(1)(A) of the Endangered Species Act of 1973, as amended, 16 U.S.C. 15389(a)(1)(A). Such Permit authorizes certain activities by Cooperators as part of a Safe Harbor Agreement to establish populations of endangered topminnow and pupfish. Following that Permit and this Certificate, the holder of this Certificate is authorized to engage in any otherwise lawful activity on the above described property that may result in the incidental taking of the topminnow and pupfish, as appropriate, subject to the terms and conditions of such Permit and the Cooperative Agreement entered into pursuant thereto by the Arizona Game and Fish Department and the Town of Marana on the date of the last signature. By signing this Certificate of Inclusion, the Cooperator agrees to carry out all assigned conservation measures as described in the Agreement and in the attached Cooperative Agreement for a period of 34 years.

**WITNESSETH**

WHEREAS, the Gila Topminnow, Yaqui Topminnow, Desert Pupfish, and Quitobaquito Pupfish are listed as endangered species under the Federal Endangered Species Act of 1973, as amended (Act); and,

WHEREAS, the Service and Department have entered into the Safe Harbor Agreement following the authorities of Section 10(a)(1)(A) of the Act and associated Service policy and Federal regulation to establish a conservation program for topminnows and pupfish in Arizona and to provide for regulatory assurances to non-Federal landowners who own lands in Arizona and who enter into the Safe Harbor Agreement with the Service and Department; and,

WHEREAS, the Service and Department are signatories to the Safe Harbor Agreement, while individual non-Federal landowners within Arizona may participate in the Safe Harbor Agreement's conservation program and receive its regulatory assurances through this Certificate of Inclusion issued by the Department to the participating landowner; and,

WHEREAS, the Safe Harbor Agreement contemplates that cooperation by agencies and organizations in addition to the signatories and participating landowners will be necessary

and desirable in ensuring comprehensive implementation of the Safe Harbor Agreement and long-term conservation of topminnows and pupfish in Arizona; and,

WHEREAS, other organizations or Federal or State agencies who are not signatories to the Safe Harbor Agreement may, nevertheless, have certain regulatory or land management authorities or responsibilities in Arizona, or may themselves be engaged in topminnow and pupfish conservation efforts within the State; and,

WHEREAS, such other agencies and organizations (including, but not limited, to the Arizona State Land Department; Arizona County and Municipal governments, and The Nature Conservancy) may elect or desire to become Cooperators in the Safe Harbor Agreement's conservation program;

NOW, THEREFORE, the parties to this Agreement mutually agree and understand as follows:

1. **Involved Parties.** This Certificate of Inclusion, between the Arizona Game and Fish Department (Department) and the Town of Marana, is intended to promote good land stewardship by assisting the Cooperator in carrying out actions to establish topminnow and/or pupfish populations on land owned by the Cooperator.
2. **Enrolled Property.** Cooperator owns property at 10190 N Coachline Blvd, Tucson, AZ 85743 in Pima County, Arizona, that contains habitat suitable for topminnows and/or pupfish as defined in the Safe Harbor Agreement (SHA) between the Department and the Service. The Department will enroll this property under the SHA, as shown on the attached property map. Other species (listed and non-listed) of wildlife may also occur on the property, but will not be covered for incidental take under the terms of the Department's Enhancement of Survival Permit.
3. **Access to Enrolled Property.** The Cooperator agrees to allow the Department or its representatives, reasonable access to their property for the purposes of (a) assessing the habitat value of their property, (b) stocking topminnows, pupfish, or both, (c) ascertaining that the habitats are suitable and are being maintained in the manner required by the SHA, and (d) monitoring the topminnow or pupfish populations as required by the SHA.

Additionally, the Cooperator agrees to allow the Service reasonable access for the purposes of (a) conducting compliance monitoring and (b) conducting biological monitoring in cooperation with the Department.

The Department, Service, and the Cooperator will coordinate a schedule to conduct visits to the property at times that avoid inconvenience to the Cooperator or disruption of the Cooperator's use of the property. The Department or Service shall give the Cooperator at least 14 days advance notice of its desire to enter the property

for any of the above purposes, and the Cooperator shall not unreasonably withhold permission for such entry.

4. **Liability.** The Cooperator assumes no liability for injury to any employee or representative of the Department or Service in the course of any visit to the property under this paragraph, except insofar as such injury is the result of the Cooperator's negligence. The Department or Service or their representatives shall not be liable for any damage to the property of the Cooperator arising from any visit to the property pursuant to this paragraph, except insofar as such damage is the result of the Department's or Service's negligence.
5. **Baseline Condition Determination.** Based upon the site survey conducted on the Cooperator's property on January 6, 2026, the following has been determined:

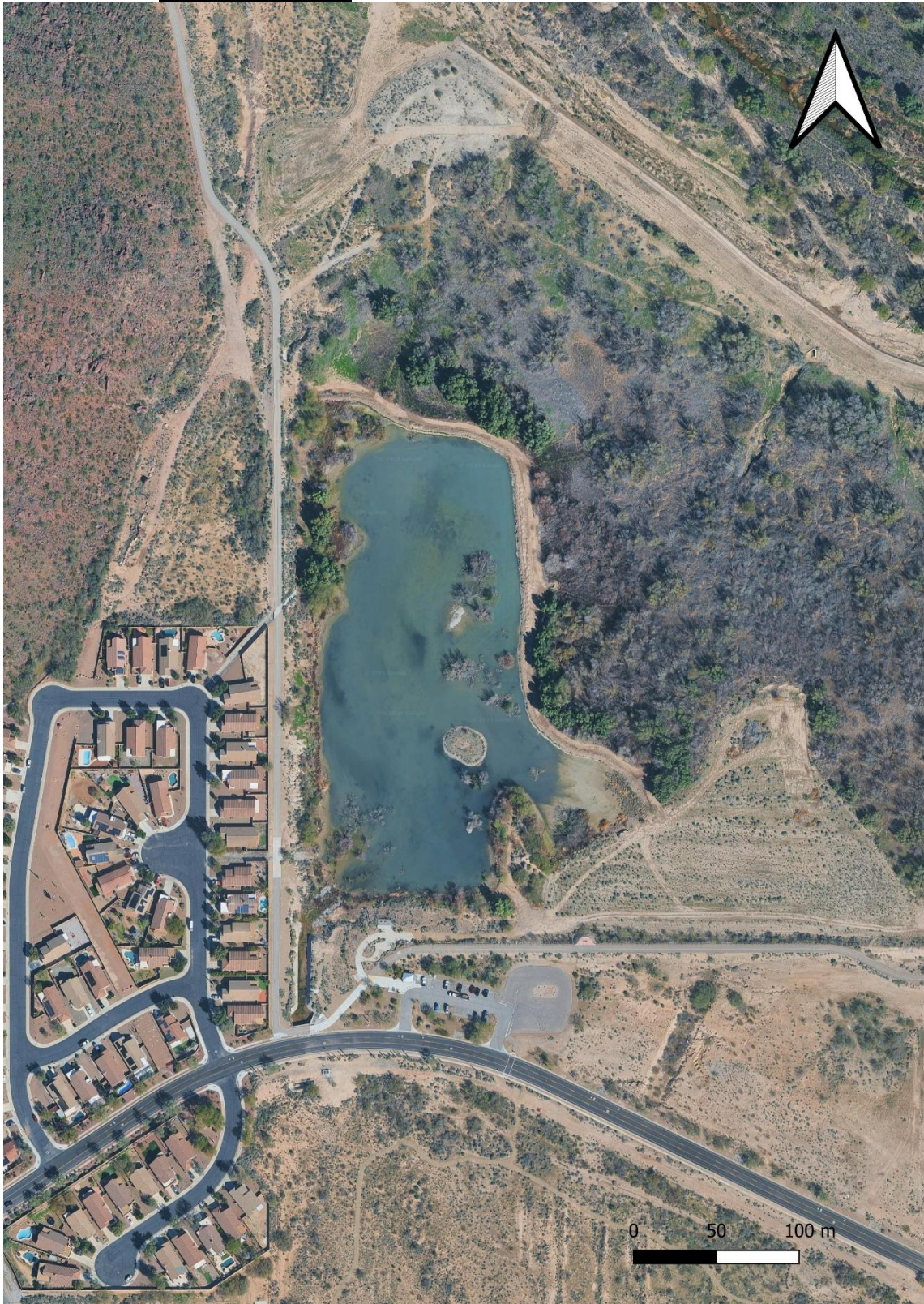
A. **Physical description of property.**

El Rio Preserve is a 104-acre riparian nature preserve located at 10190 N Coachline Blvd, Tucson, AZ 85743 along the Santa Cruz River in Marana, Arizona. Owned and managed by the Town of Marana, the preserve serves multiple functions including wildlife habitat, stormwater retention, and passive recreational open space for the community. The lake, situated on the east side of the preserve, encompasses approximately 8.7 acres. It has a maximum depth of roughly four feet, with an average depth of about two feet. The lake is supplied by untreated groundwater from the Cortaro-Marana Irrigation District via a dedicated pipeline. It has a natural bottom, is contained by an earthen berm, and does not have a surface outflow, allowing for relatively stable water conditions managed for habitat purposes.



Sky view of El Rio Preserve in Marana, AZ.

**B. Map of Property.**



Map of El Rio Preserve in Marana, AZ.

- C. **Baseline Condition Determination** The pond at El Rio Preserve had no fish on the day of the assessment (January 6, 2026). The baseline condition is zero for all fish species. There are non-native turtles and bullfrogs present in the pond.
6. **Terms and Conditions.** This Cooperative Agreement is subject to the following additional terms and conditions:
- A. **Cooperator Responsibility.** The Cooperator agrees to all Terms and Conditions as identified in Section 4.3 of the Safe Harbor Agreement. The Cooperator agrees to notify the Department before taking the property back to baseline conditions or other land management actions that could result in take of the species.
- B. **Length of the Cooperative Agreement.** This Cooperative Agreement will be valid from the date of the last signature on this Certificate of Inclusion until at least March 31, 2058, unless the Permit is extended.
- C. **Restrictions on Taking Property Back to Baseline Condition:**
- i. **Type of Take.** Topminnow and pupfish may not be “taken” except as defined in Section 8 of the Safe Harbor Agreement.
- ii. **Permit Duration.** This Certificate of Inclusion may be extended if the Department’s Permit is renewed and that renewal allows for such extension.
- D. **Notification.** The Cooperator agrees to notify the Arizona Game and Fish Department not less than 30 days before any activity that will take the property back to baseline conditions, except as noted under Section 8 for emergency responses. The Cooperator also agrees to allow the Department or Service to access the property to rescue any topminnow or pupfish individuals, if possible and appropriate, before taking the property back to baseline conditions.
- E. **Reporting Requirements.** The Cooperator understands that to fulfill the responsibilities of the SHA, the Department must report all monitoring activities conducted under the SHA to the Service.
- F. **Early Termination.** The Cooperator may request termination of their Certificate of Inclusion at any time for circumstances beyond their control, upon written notification to the Department. The Department then has up to 60 days to salvage topminnow and pupfish, if deemed necessary, in consultation with the Service. At the end of the 60-day time period, the Certificate of Inclusion is terminated via written notification to the Cooperator and the Service.

Additionally, the Cooperator may terminate their Certificate of Inclusion for any other reason, upon written notification to the Department. However, such termination shall extinguish the Cooperator's authority to incidentally take topminnows or pupfish under the Enhancement of Survival Section 10(a)(1)(A) Permit.

- G. Transfer of Property.** The Cooperator will notify the Department not less than 60 days before selling or transferring the enrolled property to another entity, to provide the Department the opportunity to secure the successor's agreement to continue the identified Safe Harbor activities.
- H. Unforeseen Circumstances.** If, before the expiration of the Permit to be issued to the Department, the Department should cease to exist or cease to be able to continue to administer the Safe Harbor program, and no other entity satisfactory to the Service is willing to assume the Department's responsibilities as administrator of the program, the Department will relinquish its Permit to the Service. In that event, the Service shall convert the Certificates of Inclusion that have been previously issued by the Department to participating landowners into freestanding permits that authorize the same actions by the participating landowners as had been authorized by the Certificates of Inclusion, provided the participating landowners agree to fulfill the management activities for their property, as well as the administrative, monitoring, and reporting requirements, for the enrolled property, as outlined in this Certificate of Inclusion and the Safe Harbor Agreement.
- I. Additional Conservation Commitments.** None.

By participating under this Certificate of Inclusion Cooperative Agreement, the Cooperator understands and acknowledges that information contained within this Certificate of Inclusion Cooperative Agreement, Site Evaluation form(s), and monitoring reports is subject to the Arizona State Public Records Law (A.R.S. Title 39-121) and Freedom of Information Act (FOIA).

\_\_\_\_\_  
Tom Finley, Director  
Arizona Game and Fish Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Post, Mayor  
Town of Marana

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jill McCleary, Town Clerk  
Town of Marana

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jane Fairall, Town Attorney  
Town of Marana

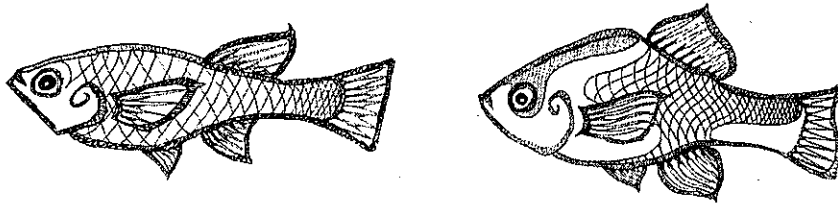
\_\_\_\_\_  
Date

\_\_\_\_\_  
Concurrence, Heather Whitlaw, Field Supervisor  
Arizona Ecological Services,  
U.S. Fish & Wildlife Service  
Phoenix, AZ

\_\_\_\_\_  
Date

# **SAFE HARBOR AGREEMENT FOR TOPMINNOWS AND PUFFISH IN ARIZONA**

**Between Arizona Game and Fish Department  
and the U.S. Fish and Wildlife Service**



Prepared By:  
Arizona Game and Fish Department  
5000 W. Carefree Highway  
Phoenix, Arizona 85086-5000

**December 3, 2007**

## CIVIL RIGHTS AND DIVERSITY COMPLIANCE

The Arizona Game and Fish Department prohibits discrimination on the basis of race, color, sex, national origin, age, or disability in its programs and activities. If anyone believes they have been discriminated against in any of the Department's programs or activities, including its employment practices, the individual may file a complaint alleging discrimination directly with the Department's Deputy Director at:

Arizona Game and Fish Department  
Office of the Deputy Director, DOHQ  
5000 W. Carefree Highway  
Phoenix, Arizona 85086-5000  
(602) 942-3000

or

The Office for Diversity and Civil Rights  
U.S. Fish and Wildlife Service  
4040 North Fairfax Drive, Suite 130  
Arlington, Virginia 22203

## AMERICANS WITH DISABILITIES ACT COMPLIANCE

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#### RECOMMENDED CITATION

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#### COVER ILLUSTRATIONS

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## 1.0 INTRODUCTION

This Safe Harbor Agreement (Agreement) between the U.S. Department of the Interior Fish and Wildlife Service (Service or USFWS) and the Arizona Game and Fish Department (Department) has been developed under the Service's Safe Harbor Agreement final regulations (USFWS/NMFS 1999a) and final policy (USFWS/NMFS 1999b). This Agreement implements the intent of the Service and the Department to follow the procedural and substantive requirements of Section 10(a)(1)(A) of the Endangered Species Act (ESA) of 1973, as amended.

This Agreement covers the historical ranges of Gila topminnow (*Poeciliopsis occidentalis*), Yaqui topminnow (*Poeciliopsis sonoriensis*), desert pupfish (*Cyprinodon macularius*), and Quitobaquito pupfish (*Cyprinodon eremus*) on non-federal lands in Arizona (Appendix 1). In Arizona, Gila topminnow's historical range is the Gila River basin, below about 5200 feet in elevation (Minckley 1999). Yaqui topminnow is restricted to the Yaqui River drainage in southeastern Arizona (USFWS 1994). The historical range in Arizona for desert pupfish is the Gila River basin, below 5000 feet in elevation, including the "Gila, Santa Cruz, San Pedro, and Salt Rivers; and the lower Colorado River...downstream from the vicinity of Needles" (USFWS 1993:2). The other extant species of pupfish native to Arizona, Quitobaquito pupfish, occurs in Quitobaquito Spring in the Rio Sonoyta drainage.

Under this Agreement, the Department will issue Certificates of Inclusion to non-Federal property owners (Cooperators) who voluntarily agree to carry out conservation efforts for the benefit of topminnow and pupfish. In return for voluntary conservation commitments, the Agreement will extend assurances to the Cooperator allowing future alteration or modification of the enrolled property back to its original baseline condition. Without this cooperative Federal and non-Federal effort, the enrolled lands would not likely be used by these species in the foreseeable future.

When signed, this Agreement will serve as a basis for the Service to issue a permit under ESA Section 10(a)(1)(A) for the take of covered, listed species associated with the potential future return of the enrolled lands to baseline condition. The permit will authorize take of individuals of the species that are reestablished to the enrolled lands or have increased in numbers or distribution on those lands as a result of voluntary conservation activities. The Service and the Department anticipate that the maximum level of take authorized under this Agreement and permit will never be realized. Permit issuance will not preclude the need to abide by all other Federal, State, and local laws and regulations that may apply.

## 2.0 BACKGROUND

Although once common throughout most of the Gila River basin (below 5200 feet in elevation), the Gila topminnow and desert pupfish now naturally occur in only a fraction of their historical range (USFWS 1993, USFWS *in prep.*). Both topminnows and pupfish are Federally listed under the ESA as endangered throughout their ranges in the United

States (USFWS 1967 and USFWS 1986, respectively). The topminnow listing included both the Gila and Yaqui topminnows, and the desert pupfish listing included both the desert and Quitobaquito pupfish. Habitat loss and alteration and the introduction of nonnative fishes have contributed to declines in natural populations of these four species (Weedman and Young 1997). The location of natural and reestablished populations of topminnow and pupfish, along with life history information, can be found in their respective recovery plans (USFWS 1993, USFWS 1994; Weedman 1999).

### 2.1 Purpose and need for action

This Agreement is a mechanism to promote the establishment or maintenance of suitable habitat in to which topminnow and pupfish populations may be established. Past efforts by the Department, Service, Bureau of Land Management, and U.S. Forest Service to reestablish Gila topminnow and desert pupfish populations met with varying degrees of success, possibly due to poor site selection (Weedman and Young 1997).

One factor limiting topminnow and pupfish recovery is availability of suitable habitat. Permanent water sources, free of nonnative predators and within the species' historical ranges, are necessary for successful establishment of topminnow and pupfish populations. Task 2 in the Desert Pupfish Recovery Plan states that "efforts should be made to reestablish pupfish into a diversity of habitat types reflective of those occupied historically" (USFWS 1993). Criteria necessary for recovery of Gila topminnow, as listed in the draft revised Gila Topminnow Recovery Plan (Weedman 1999), include reestablishment in suitable habitats following geographic and other guidelines.

A need also exists to provide public health and safety via mosquito control. Every summer, natural and artificial water sources in southern and central Arizona act as breeding grounds for mosquitos, which are vectors for transmission of encephalitis and other diseases. Although nonnative mosquitofish (*Gambusia affinis*) have traditionally been stocked into these habitats for mosquito control, the Gila topminnow is as effective for mosquito control as mosquitofish (Childs 2001; 2006). Desert pupfish have also demonstrated effectiveness in mosquito control (Walters and Legner 1980). Establishing topminnow and pupfish populations in these types of habitats would serve to protect public health while assisting in the recovery programs for these endangered fishes.

## 2.2 Importance of non-Federal lands

Recovery plans for topminnows and pupfish list their reestablishment into suitable habitats within their historical ranges as recovery objectives or tasks (USFWS 1993, USFWS 1994; USFWS *in prep.*). Maintenance of refuge populations in natural, semi-natural, or artificial habitats would aid in recovery efforts. The use of non-Federal lands for reestablishment efforts will provide:

1. Additional suitable aquatic habitats that have previously been largely unavailable for reestablishment of topminnow and pupfish populations;
2. Opportunities to increase public awareness of conservation needs for native fishes;
3. Opportunities to use native fish for mosquito control while reducing or eliminating use of the nonnative mosquitofish; and
4. Opportunities to develop new partnerships among Federal, State, and non-Federal property owners and improve conservation efforts for threatened and endangered species.

Under the Permit, participating Cooperators enrolled with the Department under this Agreement will receive a Certificate of Inclusion (Appendix 2). The Certificate of Inclusion will include:

1. A map of the property and the portion of the property to be enrolled;
2. Baseline condition of the property as agreed upon by all parties, including a thorough habitat analysis of the enrolled property conducted by the Department, or other qualified parties approved by the Department; and
3. The specific responsibilities of the Cooperator, the Department, and the Service.

This Agreement is a voluntary partnership among the Service, the Department, and non-Federal property owners receiving Certificates of Inclusion under the Permit. It is expected that each party is committed to this Agreement and intends to implement it.

## 3.0 SPECIES AND HABITATS TO BE COVERED IN THIS AGREEMENT

The scope of this Agreement covers all non-Federal lands in the State of Arizona within the historical ranges of the topminnows and pupfish, excluding Native American lands (Appendix 1). Properties enrolled in this Agreement will be examined by the Department or other qualified individuals to determine habitat suitability. The Department will verify habitat suitability, approve sites, document baseline conditions, and determine

populations to be used as a source for stocking at approved sites in consultation with the Service, as identified in each species' recovery plan (USFWS 1993, 1994; Weedman 1999).

### 3.1 Species covered by the Agreement

This Agreement covers Gila topminnow, Yaqui topminnow, desert pupfish, and Quitobaquito pupfish.

### 3.2 Habitats covered by the Agreement

Topminnows and pupfish have historically occupied a variety of habitat types (Weedman and Young 1997). In general, suitable habitat consists of relatively shallow (40 inches in depth), slow-moving water along stream or river margins, ponds, cienegas, and springs (USFWS 1993, 1994; Weedman 1999). The species are associated with aquatic or streamside vegetation, algal mats, and organic debris; they are also adapted to environmental extremes (water salinity and temperature, flooding, etc.) (USFWS 1993, 1994; Weedman 1999).

This Agreement covers all habitats occurring on non-Federal land within the historical ranges of topminnow and pupfish in Arizona including, but not limited to:

- Natural habitats such as springs, marshes, and streams;
- Artificial habitats such as water treatment facilities, artificial wetlands, golf course ponds, and residential water features.

Although the upper elevational range of topminnows and pupfish is considered to be generally below 5200 feet (USFWS 1993, Minckley 1999), the Service will evaluate and (if appropriate) use potential sites that exist above that elevation on a case-by-case basis.

If fish have the potential to naturally spread to adjacent landowners' properties, the sites will not be used, unless potentially affected adjacent landowners have been given the opportunity to voluntarily participate by signing a Certificate of Inclusion. The potential for fish to spread will be determined using the following criteria:

- The water to be stocked is not hydrologically connected to other waters; or
- If the water to be stocked were to be breached by flooding, any fish being moved or moving from the site would not reach suitable habitat.

How the site to be enrolled meets these criteria will be documented in Section 5.B of each Certificate of Inclusion. Ensuring that sites meet these criteria will eliminate potential conflicts with adjacent landowners that do not wish to participate in this voluntary Agreement. In certain cases, coordination and compliance with Federal land management agencies may also be necessary if fish

have the potential to naturally disperse from habitats covered under this Agreement onto Federal lands.

The property owners who participate in this Agreement may include, but are not limited to:

- Private citizens
- Non-governmental organizations;
- State, county, and local vector control agencies;
- State, city, or county land and water management divisions;
- State, county, and municipal parks;
- Private corporations; and
- The Arizona Game and Fish Commission (as signatory to this Agreement, the Department will enroll aquatic sites on Wildlife Areas or other Arizona Game and Fish Commission properties on a case-by-case basis under separate Certificates of Inclusion).

#### 4.0 OBLIGATIONS OF THE PARTIES

In addition to the following stipulations, all parties will work cooperatively on other issues as necessary to further the purposes of this Agreement. Moreover, nothing in this Agreement shall limit the ability of Federal and State conservation authorities to perform their lawful duties and conduct investigations as authorized by statute and by court guidance and direction. The following are the obligations of the Service, the Department, and Cooperators.

##### 4.1 U.S. Fish and Wildlife Service – Arizona Ecological Services Office shall:

1. Provide technical assistance and provide information on Federal funding programs.
2. Assume no jurisdiction over the premises by the Agreement. The Service assumes no liability for damage except that resulting from its own negligence on the properties covered under this Agreement as authorized by the Federal Tort Claims Act (28 USC 2671-80).
3. Assume no liability to restore the property to its prior condition upon termination or expiration of this Agreement.
4. Issue an Enhancement of Survival Permit to the Department under ESA Section 10(a)(1)(A), authorizing incidental take of the covered species as a result of lawful activities within the enrolled property upon execution of the Agreement and satisfaction of all other applicable legal requirements. The term of the permit will be 50 years, after which time the permit may be renewed if agreed upon by all parties.

5. Provide topminnows and pupfish (or coordinate for appropriate genetic stock to be provided via another agent, such as the Department).
6. Ensure the Department is implementing the terms of the Agreement.
7. Assist the Department with compliance monitoring and biological monitoring, as necessary, contingent on availability of funds.

4.2 Arizona Game and Fish Department shall:

1. Coordinate with non-Federal property owners to determine site suitability.
2. Provide technical advice and assistance with obtaining necessary State permits that may be required to fulfill the terms of this Agreement.
3. Coordinate with the Service to determine the appropriate source of fish to be stocked at each property, and conduct stocking or augmentation.
4. Coordinate with Cooperators and the Service to determine a schedule for monitoring and reporting on compliance, as identified in Section 9 of this Agreement.
5. Conduct compliance monitoring on Cooperators' properties as identified in Section 9 of this Agreement, contingent on availability of funds.
6. Conduct biological monitoring as deemed necessary by each party, or as funds remain available to the Department to conduct monitoring.
7. Notify the Service before any planned action that will result in complete loss of a population. The Department agrees to notify the Service within five days of receipt of notice from the Cooperator of any such planned action.

4.3 The Service and Department mutually agree that Cooperators shall:

1. Retain all rights to control trespass and access, and retain all responsibility for taxes, assessments, and damage claims pertaining to ownership or management of the property.
2. Guarantee ownership of the land and warrant that there are no outstanding rights that interfere with this Agreement.
3. Agree to notify the Department of planned or pending ownership changes at least 60 days in advance. A change of ownership shall not change the terms of this Agreement, which shall remain in effect on the described

property for the duration of the period specified if the new landowner agrees.

4. Notify the Department 30 days in advance of any planned activity that may result in complete loss of the population as defined in Section 8.1 on the enrolled lands, and provide the Department the opportunity to capture and relocate individuals, if warranted.
5. Notify the Department 15 days in advance of any planned activity that may result in take of the species (but would not result in complete loss of the population) as defined in Section 8.1 on the enrolled lands, and provide the Department or its authorized representative the opportunity to capture and relocate individuals, if warranted.
6. Allow the Department or its authorized representative, access to the project site, upon reasonable notification by the Department, for agreed upon wildlife habitat development and management purposes, to inspect work completed, to perform biological monitoring, and to augment the population if necessary, pursuant to Section 3 of the Certificate of Inclusion. All Department employees will be in uniform and all Department representatives will have proper identification as government employees, agents, or assignees.
7. Allow the Service (its members, agents, or assignees) access to the project site, upon reasonable notification by the Service, to perform compliance monitoring, as necessary. At least one Service representative will be in uniform, and all will have proper identification as government employees, agents, or assignees.
8. Prevent or otherwise minimize and control the introduction of nonnative competitors or predators or potential disease vectors into enrolled properties via the following measures: (i) commitment by Cooperators to not knowingly engage in releases of nonnative species into habitats on participating properties; (ii) commitment by Cooperators to report any observed occurrences of such species in native fish habitat on participating properties to the Department; (iii) commitment by Cooperators to permit access to their land by appropriate personnel necessary to implement control programs (subject to reasonable advance notice and approval); and (iv) where appropriate, and subject to their concurrence, agreement by Cooperators to conduct control measures when requested by the Department (e.g. temporarily drying out stock tanks that support such species). Any such control measures, however, must be compatible with assurances provided to the Cooperator in the Agreement.

9. Agree to not transport any topminnows or pupfish from the stocked location to any other location.
10. Assume responsibility for securing any other permits or authorizations as needed to carry out this Agreement.
11. Coordinate with the Department to conduct annual population monitoring and reporting as identified in Section 9 of this Agreement.
12. Consider notifying adjacent landowners of the Certificate of Inclusion holder's participation in this Agreement for conservation of endangered fishes.

## 5.0 BASELINE CONDITION DETERMINATION

For a Cooperator to participate in this Agreement, the baseline condition of the property to be enrolled must be determined. Under the Service's Safe Harbor Agreement policy (USFWS/NMFS 1999b), baseline conditions are defined as "population estimates and distribution and/or habitat characteristics and determined area of the enrolled property that sustain seasonal or permanent use by the covered species at the time the Safe Harbor Agreement is executed between the Services and the property owner. Before enrolling a potential participant, AGFD shall determine what species analyzed in the Biological Opinion are potentially present on a participant's property and may be impacted by Agreement activities. If suitable habitats for these species are not present, surveys (as described in 2.I.i.-v. below) are not required. Determinations on which species to survey for will be established for each site. These determinations and surveys results will be documented in each Certificate of Inclusion.

Properties requiring surveys will be surveyed by the Department or other qualified individuals to determine baseline conditions before issuance of a Certificate of Inclusion (Appendix 2). Baseline conditions will be determined and agreed to in writing by the Department and Cooperator, with concurrence from the Service. Baseline conditions may include habitat characteristics or species presence. Since topminnow and pupfish most likely do not currently occur on the lands to be covered in this Agreement, it is likely that baseline conditions on most properties covered under this Agreement will be zero.

Cooperator(s) may agree to an elevated baseline condition when appropriate and agreed upon if topminnows or pupfish do not already occur on that property. The Department, with Service concurrence, must determine if an elevated baseline condition at any particular site supports the goals of the Agreement and furthers the recovery of either or both species. Properties where an elevated baseline condition might be most appropriate are those that have natural or semi-natural aquatic habitats and where development of the property is not expected to occur in the foreseeable future. An elevated baseline condition indicates that the population will still exist when taken back to baseline conditions (with a baseline of zero, the population is eliminated when taken back to baseline conditions).

## 6.0 NET CONSERVATION BENEFIT AND CONTRIBUTION TO RECOVERY

The items listed below are specific tasks in the recovery plans intended to lead to recovery of these four species (USFWS 1993, USFWS 1994; Weedman 1999). The way in which populations established under the Agreement count toward recovery will be determined by the respective recovery plan.

Implementation of this Agreement will provide a net conservation benefit for topminnows and pupfish in the following ways:

1. Provide refuge populations as insurance against catastrophic loss of natural populations and as sources for future reestablishment efforts;
2. Safe Harbor populations may count towards downlisting and delisting criteria as specified in the recovery plans;
3. Reduce the need to stock mosquitofish, which have contributed to the decline of topminnows and are a continuing threat; and
4. Provide convenient sites for public education and information related to endangered species recovery, conservation of limited resources, and native aquatic ecology.

Net conservation benefit will be obtained through the increase in total numbers of existing populations of topminnows and pupfish. Additionally, use of topminnows in lieu of mosquitofish will decrease the spread of nonnative mosquitofish. Through the Agreement and implementation of elevated baseline conditions (likely to be considered for already existing suitable and secure habitats), it is anticipated that these populations will exist for longer periods of time, and may count toward downlisting and delisting criteria. A net conservation benefit is expected, whether or not landowners agree on an elevated baseline condition.

## 7.0 DURATION

### 7.1 Agreement Duration

This Agreement and its associated Section 10(a)(1)(A) permit are in effect for a duration of 50 years following permit signature.<sup>1</sup> At the end of the permit term, properties covered under this Agreement may be taken back to baseline conditions (see Section 6.0) before the permit expires to avoid accruing additional take liability under the ESA. However, the permit and Agreement may be extended beyond the specified terms through amendment, upon agreement by all parties.

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<sup>1</sup> If the species covered by this Agreement and its associated Section 10(a)(1)(A) permit are delisted federally, this Agreement and the Permit shall be terminated within 90 days by written notice from the Service to the Department, and within 90 days of receiving such notice the Department shall terminate by written notice to each Cooperator all Certificates of Inclusion pertaining to this Agreement.

If the Agreement (and the Department's Section 10(a)(1)(A) permit) expires without renewal:

1. A new agency or organization could apply for the Section 10(a)(1)(A) permit and issue Certificates of Inclusion to Cooperators; or
2. Cooperators could apply to receive their own Section 10(a)(1)(A) permit; or
3. Existing populations could be removed and relocated by the Department and the Service; or
4. Populations could be taken back to baseline conditions if the Department and the Service decide not to remove individuals.

## 7.2 Required Conservation Period

Each Certificate of Inclusion issued by the Department to a Cooperator must specify the time period during which the conservation measures identified in the Agreement will be maintained or implemented. This is termed the "required conservation period" and shall be agreed to by the Department and Cooperator.

The conservation period agreed to within individual Certificates of Inclusion will depend on several circumstances including whether or not the landowner has any future land use plans, whether or not conservation measures under the Agreement have included a material benefit to the landowner, and the landowner's comfort level. A minimum 10-year commitment is preferred under this Agreement, but longer periods are allowable and are encouraged. Any conservation period in excess of 10 years must have the consent of the Cooperator, and must be specified within the Cooperator's Certificate of Inclusion (Appendix 2).

In certain situations, a 10-year or longer commitment may not be practicable, and shorter commitments will be granted on a case-by-case basis. Such instances would include artificial habitats that are anticipated to be relatively temporary and require ongoing management to maintain.

The conservation commitments required under this Agreement include:

1. The Cooperator will grant permission to the Department to establish new populations of topminnows and/or pupfish on their lands at suitable sites;
2. The Cooperator will grant permission to the Department and Service to conduct biological and compliance monitoring as identified in Section 9 of this Agreement;

3. The Cooperator will complete any habitat improvement projects or actions agreed upon in the Agreement;
4. The Cooperator will implement the Take Minimization Measures described in Section 8.4; and
5. The Cooperator will provide appropriate notification as described in Section 9.2 through 9.4.

The required conservation period is considered the minimum to which a landowner must agree to obtain the program's regulatory assurances. However, the Department anticipates that some Cooperators will continue to implement most or all the Agreement's conservation commitments even after the required conservation period has been satisfied. This is because the Agreement's conservation program is specifically designed to be compatible with current or future land uses. Thus, in most cases Cooperators are expected to have little incentive or need to discontinue their commitments.

The Cooperator may request termination of their Certificate of Inclusion at any time for circumstances beyond their control, upon written notification to the Department. The Department then has up to 60 days to salvage topminnows and pupfish, if deemed necessary, in consultation with the Service. The Cooperator remains authorized for incidental take during the 60-day time period. At the end of the 60 days, the Certificate of Inclusion is terminated via written notification to the Cooperator and the Service.

Additionally, the Cooperator may terminate their Certificate of Inclusion for any other reason, upon written notification to the Department. However, such termination shall extinguish the Cooperator's authority to incidentally take topminnows or pupfish under the Enhancement of Survival Permit.

## 8.0 TAKE

Safe Harbor Agreements are written in anticipation of future incidental take of listed species. As defined in the ESA, the term "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct. Section 9 of the ESA and Federal regulations prohibit take of Federally-listed fish and wildlife species without special exemption. Any incidental take of topminnows or pupfish that occurs as a result of a landowner's identified activities on properties covered under this Agreement would be authorized by the "Enhancement of Survival Permit" issued by the Service to the Department following Section 10(a)(1)(A) of the ESA. Incidental take is defined in 50 CFR 402.02 as "take of listed fish and wildlife species that results from, but is not the purpose of, carrying out any otherwise lawful activity conducted by a Federal agency or applicant." However, measures will be implemented to reduce levels of take. In addition, Cooperators must notify the Department 30 days before any action that

may result in incidental take of the entire population (see Section 8.4). Examples of management actions that may result in take are listed in Section 8.1 below.

### 8.1 Methods of Take

The following activities are among those that may result in take:

- Aquatic site maintenance;
- Actions to remove nonnative aquatic species;
- Monitoring of topminnow and pupfish populations as agreed upon in Section 9 of this Agreement; and
- Any normal day-to-day land use and management activity as agreed to by the Department and the Cooperator.

In addition to the activities listed above, extenuating factors beyond the landowner's control could result in loss of topminnows and pupfish. Examples of extenuating factors include, but are not limited to:

- Invasion and predation by native or nonnative species;
- Desiccation as a result of drought or flooding;
- Water quality fluctuations resulting from natural causes or outside sources; and
- Immediate responses to emergencies.

### 8.2 Extent of Take

The first two bulleted activities in Section 8.1 above could result in complete take of topminnows and pupfish from lands covered in this Agreement. The six remaining bulleted activities above are not expected to result in complete take of a population. Isolated individuals could be subject to take during these routine activities; however, it should be noted that none of the activities are expected to result in complete take due to measures to minimize and mitigate any negative impacts as identified in Section 8.4.

The possibility of invasion by nonnative aquatic species does exist and could result in partial or complete loss of a population. Loss to birds or other wildlife is more difficult to ascertain; however, predation and loss as observed in nature, can be expected to occur and is not the responsibility of the Cooperator.

### 8.3 Impacts Likely to Occur as a Result of Take

Topminnows or pupfish stocked onto properties under this Agreement will originate from captive refuge populations or from wild sites where the populations are large enough to maintain viable populations after removal of reestablishment cohorts. Therefore, while the loss of individuals, or even entire populations of topminnows and pupfish is possible under this Agreement, no

negative impacts to natural or other existing reestablished populations in the wild are expected.

If elevated baseline conditions are agreed upon for particular properties, it is expected that these may count toward downlisting and delisting criteria, and should exist for an extended time. However, if a population fails, reestablishment may be necessary, depending on the cause(s) of the loss (see Section 10.2).

#### 8.4 Measures to Monitor, Minimize, and Mitigate Negative Impacts

Management actions such as major earthwork, removal of nonnative aquatic species, pesticide application, and other management activities expected to result in take, will be scheduled in advance, and notification, at least 30 days before the activities, will be provided to the Department. Responses to emergencies (Section 8.1.16 above) are not subject to the 30-day advance notice. This will allow the Department the opportunity to relocate fish temporarily if deemed necessary by the Department in consultation with the Service. If activities require long-term removal of fish, arrangements can be made to house them at alternative locations.

If nonnative aquatic species that would negate the desired conservation benefits occur in any habitat covered under this Agreement, they should be removed before topminnows or pupfish are released. However, on a case-by-case basis, topminnows and pupfish may be compatible with certain nonnative species. Therefore, if the habitat is deemed appropriate for the overall benefit of topminnows and pupfish, it may be used for purposes of this Agreement despite the presence of nonnative species.

Any loss of the reestablished populations may require supplemental stockings of topminnows and/or pupfish. The Department will consult with the Service and criteria in the species' recovery plans to determine the appropriate source population for initial and supplemental stockings.

## 9.0 REPORTING AND MONITORING

This Agreement provides for two types of monitoring as required by Federal regulation (USFWS/NMFS 1999a) and Service policy (USFWS/NMFS 1999b): (1) compliance monitoring to ensure that all commitments in the Agreement are being met, and (2) biological monitoring to ensure that the biological goals of the Agreement are being met and to determine the effectiveness of its conservation program.

### 9.1 Compliance Monitoring

The Department or its authorized representatives (e.g. qualified biologists designated by the Department that have experience with the species, including biologists with other agencies, Non-governmental Organizations (NGOs), universities or civilian) will ascertain compliance as necessary. Specific

requirements of compliance monitoring are a maximum of four visits per year (and a minimum of one visit per two years) to each site subject to this Agreement to verify that all required conservation commitments are being properly implemented. Before any visit, Department monitoring personnel shall give notice to the Cooperator of not less than 14 days before the visit and shall arrange the visit so it is compatible with the landowner's schedule and needs. This monitoring requirement shall commence from the effective date of the Certificate of Inclusion for each affected Cooperator.

In addition, the Service is responsible for monitoring the Department's compliance with the ESA Section 10(a)(1)(A) Permit. This may include audits of relevant Department files at least once each two years.

## 9.2 Biological Monitoring

The Department and the Cooperator are jointly responsible for coordinating efforts to ensure that monitoring and reporting related to implementation of the Agreement and fulfillment of its provisions are arranged. Biological monitoring by the Department of populations established under this Agreement will be covered by the Department's ESA Section 10(a)(1)(A) Permit and ESA Section 6 work plans. The biological monitoring will address the status and distribution of topminnow and pupfish populations established under this Agreement. The biological monitoring may also address issues that require adjustment to the Agreement's conservation program through the Adaptive Management provisions described in Section 10 of this Agreement. Specific biological monitoring requirements of the Department or its authorized representatives (e.g. qualified biologists designated by the Department that have experience with the species, including biologists with other agencies, NGOs, universities or civilian) are as follows:

1. For any aquatic site on participating urban, suburban, and rural lands to which topminnows or pupfish have been stocked: one monitoring visit one year after stocking and at least once every two years thereafter. For aquatic sites on seminatural, natural and wild sites, to which topminnows or pupfish have been stocked: one monitoring visit conducted six months after the stocking, one visit one year after stocking, and monitoring must be done at least once every two years thereafter. The monitoring schedule shall remain in effect unless the Department and the Cooperator determine that another schedule is appropriate, such as for smaller sites (<1600 ft<sup>2</sup>).
2. Information to be collected during site visits described in paragraph (1) above shall consist of the following:
  - a. Type of site (stream, pond, wetland, etc.);

- b. General description of the site and its condition, including water quality (water temperature, pH, conductivity, and dissolved oxygen);
- c. Presence or absence, and distribution of topminnows and pupfish and at least approximate numbers of adults and juveniles;
- d. Presence or absence, and distribution of nonnative aquatic species;
- e. Color photos (35mm slides or digital photos) of the habitat taken at fixed points;
- f. Land management activities that may result in take, if any;
- g. A general threat assessment and recommendations for how to alleviate the threats; and,
- h. Any other pertinent information.

### 9.3 Responsibility for Monitoring

Compliance monitoring for this Agreement and its associated permit will be funded and carried out by the Service or its authorized representative. Compliance monitoring of Cooperators will be funded and carried out by the Department or its authorized representative, contingent on availability of funds.

Biological monitoring under this Agreement will be funded and carried out by the Department or its authorized representative, in a manner unique for each covered property as agreed upon by the Department and each Cooperator, with concurrence from the Service, and contingent on availability of funds. The primary obligations of Cooperators with respect to biological monitoring will be to grant access to their properties by authorized personnel conducting the monitoring, subject to reasonable advance notification. In addition, Department personnel or authorized representatives of the Department that conduct biological monitoring must be able to distinguish between topminnow and mosquitofish. The Department is ultimately responsible for ensuring that biological monitoring is done for each enrolled property.

### 9.4 Annual Reporting

#### 1. Cooperator Reporting Responsibility

Each Cooperator will submit an annual report to the Department by January 30 that provides the information required in subsection (2 a, c, d and f) of Section 9.2 of this Agreement. If the first year of the Agreement is a partial year of six months or less, activities implemented in that year may be reported in the following year's report.

## 2. Department Reporting Responsibility

The Department, as the permittee under this Agreement, shall submit one copy of a cumulative report describing biological monitoring activities under the Agreement for the preceding year to each of the Service's Arizona Ecological Services Office and Albuquerque Regional Office. The Department's annual report will be due by March 15 of each year throughout the term of the permit. The first report is due March 15, 2008. Information required in the Department's annual report is as follows:

- a. A summary of the cumulative total of Cooperators enrolled in the Agreement at the time of preparation of the report;
- b. The cumulative total of topminnow and pupfish populations being managed under this Agreement, including a description of the status of the populations and their associated habitats;
- c. The status of each population within the covered area at the time of the report with respect to the Agreement's biological and recovery goals;
- d. Any Cooperators that enrolled under the Agreement in the preceding year, including copies of any related Certificates of Inclusion;
- e. Any topminnow and pupfish management activities that were implemented in the preceding year, including population establishments or habitat improvement projects, and original source of topminnow and pupfish stocked under this Agreement;
- f. Funding sources that were used in the preceding year for activities associated with this Agreement;
- g. Any incidental take of topminnows or pupfish known or suspected to have occurred within the covered area in the preceding year and an explanation of the reasons for the take;
- h. Results of biological and compliance monitoring activities conducted in the preceding year, with supplemental information on biological or habitat-related problems that need to be addressed; and
- i. Any other pertinent information regarding the status of the Agreement's conservation program or implementation of the program.

## 10.0 MODIFICATIONS AND ADAPTIVE MANAGEMENT

The Department agrees to meet annually, or more frequently if necessary and agreed upon, with the Service to review progress in implementing this Agreement and to review needs for adaptive management due to changing circumstances. Any major change in land use or natural changes in the watershed that affect the covered species or their habitats should be reported by the Department in writing to the designated Service representative, or by that representative or other Cooperators in writing to the Department as soon as possible.

Amendments to the Section 10(a)(1)(A) permit must be evaluated by all parties based on the effects that proposed amendments would have on the habitat, individual species, and permitted actions. The Service must be consulted on all proposed amendments. Concurrence through consensus will be sought among parties before implementation of any amended action. It is understood that unforeseen circumstances will not require the Department or Cooperators to provide additional habitats and mitigation above that designated in this Agreement, nor provide additional compensations above that provided for in this Agreement, without consent of the Department.

### 10.1 Adaptive Management

Adaptive management allows a conservation program to be adjusted from time to time to take into account new information and to ensure that the program is as effective as possible. The Agreement must adapt to specific management opportunities and needs as they arise. The Agreement therefore includes an Adaptive Management program to ensure flexibility and that the most up-to-date information is used.

The need to adopt Adaptive Management modifications to the Agreement may result from various sources, including but not limited to:

1. New scientific information concerning the biology, population dynamics, or status of topminnows or pupfish;
2. New scientific information concerning the effects of biotic or abiotic factors on topminnows or pupfish;
3. Information derived from the Agreement's monitoring program;
4. Management needs or recommendations described under any updated Recovery Plans for topminnows and pupfish; and
5. New information pertaining to management or status of lands covered by this Agreement including Certificates of Inclusion thereto.

Two types of Adaptive Management modifications within the covered area can be implemented under this Agreement, depending on their scope and the process for

incorporating them. These are termed: (1) major revisions to the Agreement, and (2) ongoing management adjustments.

A major revision is defined as one triggered by the availability of substantial new scientific information, typically from a source not related to the Agreement, concerning any biological assumption or criterion upon which the conservation program is based, and which would require modification of any of the Agreement's specific biological criteria or conservation measures. Major revisions would likely require that the Section 10(a)(1)(A) permit be amended to reflect any required new standards or management activities. This, in turn, would require mutual agreement between the Department and Service (the Agreement's signatories) and written formalization of the amendment following the Service's amendment procedures.

Ongoing management adjustments are defined based on the Agreement's monitoring program, and concern any situation within the covered area that requires a management response, and which is within the scope of the existing Agreement. Examples of circumstances requiring ongoing management adjustments would be the identification of specific problems at specific topminnow or pupfish sites within the covered area (e.g. colonization by nonnatives, drought, or extirpation of a population); or the identification of specific management opportunities or needs that would benefit the conservation program. The Department and Cooperators will typically address ongoing management adjustments collaboratively. Under the Agreement, Sections 8 (Take) and 10.2 (Changed Circumstances) describe conditions that could require ongoing management adjustments, as well as the standards that will be considered in determining the appropriate adjustment or response.

#### 10.2 Changed Circumstances

Changed circumstances are defined by Federal regulation (50 CFR 173) as "changes in circumstances affecting a species or geographic area covered by a conservation plan or agreement that can reasonably be anticipated by plan or agreement developers and the Service and that can be planned for". Changed circumstances identify events that can reasonably be anticipated to occur and are planned for.

In the event of a changed circumstance, the Department and Cooperator(s) will respond cooperatively as follows:

1. The cause of the circumstance will be determined, if possible;
2. An appropriate response will be determined. If a problem can be identified, the decision whether or not to correct the problem will be made based on the following factors:
  - a. The technical and logistical feasibility of correcting the problem, and the likelihood of long term success;

- b. The biological importance of the population to the net conservation benefit of the species; and
- c. Funding availability to undertake corrective action.

The Department and Service anticipate that three types of Changed Circumstances could occur within the covered area over the life of the Agreement:

1. Drought: Droughts are a periodic phenomenon in the arid environments of Arizona and almost certain to occur over the life of the Agreement. During drought, the Department and Cooperators will monitor topminnow and pupfish population sites and habitat conditions in the covered area according to the needs of the situation and will implement corrective measures on a case-by-case basis. Responses to actual or potential drought conditions may include, as necessary and appropriate:
  - a. Improvements in water reliability at selected sites through water-hauling, well-drilling, deepening, or other means;
  - b. Salvage and relocation of topminnows and pupfish from desiccated sites to other sites or temporary holding facilities;
  - c. Reestablishment of extirpated populations when conditions allow; and
  - d. Other measures as appropriate and agreed upon.
2. Invasion by nonnative organisms that may pose a threat to the population: Colonization or inadvertent introduction of nonnative fish, bullfrogs, crayfish, or other predators into topminnow and pupfish habitat is also a possibility over the life of the Agreement. Bullfrogs and crayfish are of special concern, because they can migrate substantial distances over land under the right conditions and are present throughout the State. Responses to colonization of habitats by nonnative species within the covered area will be addressed by the Department and Cooperators on a case-by-case basis and may include:
  - a. Removal of existing nonnatives from new sites (and areas adjacent to new sites, when possible) before stocking of topminnows and pupfish;
  - b. Periodic control and removal of nonnatives using available and appropriate means;
  - c. Redefinition of an elevated baseline condition, if necessary and agreed upon by the Department, Service, and Cooperator(s);

- d. Adjustment of the Agreement's conservation program to incorporate new scientific information concerning nonnative migration, population dynamics; and
  - e. Other measures as appropriate and agreed upon.
3. Failure of topminnow and pupfish populations: It is expected that topminnow and pupfish populations within the covered area will, from time to time, fail as a result of one or more of the above factors or other factors. If and when previously extant topminnow or pupfish populations disappear or are in immediate peril (as determined by the Agreement's monitoring program), the Department and Cooperators will respond cooperatively as follows:
- a. The cause of failure will be determined, if possible. The cause will likely be an adverse condition such as drought or invasion by nonnative predators and will usually have been identified in advance, with an attempt made to correct it.
  - b. An appropriate response will be determined. If a problem can be identified, a decision whether or not to reestablish the topminnow and pupfish population will be made based on the following factors:
    - i. The technical and logistical feasibility of correcting the problem, and the likelihood of long term success;
    - ii. The biological importance of the population to the net conservation benefit of the species (Section 6 of this Agreement);
    - iii. The willingness of the Cooperator to reestablish the population; and
    - iv. Funding availability to undertake corrective action and reestablish a new population.

Generally, the responsibility for monitoring, evaluating, and correcting changed circumstances will not lie with the Cooperator. Exceptions to this would include changed circumstances that are specific to a landowner's property (e.g. the berm of a tank fails causing the water level to drop) and associated corrective measures that are clearly identifiable and within the normal scope of management activities (e.g. repairing the berm to maintain the ideal water level). A Cooperator may undertake such measures with appropriate notification to the Department. Otherwise, the responsibility for implementing responses to changed circumstances deemed necessary by the Department will lie with the Department.

### 10.3 Amendments to the Permit

The Department's Section 10(a)(1)(A) permit may be amended following all applicable legal requirements in force at the time of the amendment, including, but not limited to, the ESA, National Environmental Policy Act, and Service permit regulations (currently these are codified in 50 CFR, Parts 13 and 17). Amendment of the permit would require, at a minimum: (1) a written explanation of why the amendment is needed; (2) an explanation of what, if any, effects the amendment would have on topminnows and pupfish; and (3) a *Federal Register* notice of the proposed amendment and a public comment period.

### 10.4 Permit/Certificate Revocation

The Service may suspend or revoke the Department's Section 10(a)(1)(A) permit for cause following currently applicable Federal regulation (50 CFR Parts 13 and 17), or any laws and regulations in force at the time of such suspension or revocation.

A Cooperator's Certificate of Inclusion may be suspended or revoked by the Department, but only if: (1) the landowner has failed to satisfy a specific conservation commitment or commitments for which they are responsible; (2) the Department has made reasonable, good-faith efforts to cooperatively work with the landowner to correct the deficiency; (3) the deficiency remains uncorrected, even after the Department's good-faith efforts; and (4) written notice has been provided to the affected landowner alerting the landowner of the pending suspension or revocation a minimum of 30 days before the effective date of the suspension or termination.

## 11.0 ADDITIONAL MEASURES

1. For matters applicable to this Agreement, the Service Point of Contact (POC) is the person whose name appears on the signature block below. No change to this Agreement shall be binding upon the Service or the Department unless and until in writing and signed by all parties.
2. Following Section 22, Title 41, United States Code, it is further mutually agreed that no member of or delegate to Congress or resident [Federal] commissioner, after their election or appointment, and either before or after they have qualified and during their continuance in office, shall be admitted to any share or part of this Agreement, or to any benefit to arise thereupon; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.<sup>2</sup>
3. This Agreement may be modified at any time by mutual written consent of all the parties as identified in Section 10.3 of this Agreement.

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<sup>2</sup> In Additional Measure 2, "resident commissioner" refers to Federal appointees and shall not be construed to include members of the Arizona Game and Fish Commission.

4. The Service or the Department may cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511.
5. The Service and the Department agree to engage in any alternative dispute resolution procedures authorized by their respective statutes, regulations, and court rules, including but not limited to 5 U.S.C. § 575 and A.R.S. § 12-1518.
6. The Arizona Game and Fish Commission (Commission) has authority to execute this Agreement pursuant to A.R.S. § 17-231(B)(7). The Commission has statewide responsibility for wildlife and habitat management in Arizona, and the Arizona Game and Fish Department acts under the authority of the Commission.
7. All documents pertinent to this Agreement shall be retained by the Department and made available to the Service, if requested, for review and/or audit purposes for a period of five (5) years after completion of this Agreement. 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.


12.0 SIGNATORIES

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Safe Harbor Agreement to be in effect as of the date last signed below.

APPLICANT, Arizona Game and Fish Department

BY   
Duane L. Shroufe, Director  
Arizona Game and Fish Department  
Phoenix, Arizona

Date 12/17/07

BY *Acting*   
Christopher T. Jones, Deputy Regional Director  
Region 2, United States Fish and Wildlife Service  
Albuquerque, New Mexico

Date 3/12/08

Document SHA AGFD Topminnow and Pupfish.20060126.DRAFT.doc

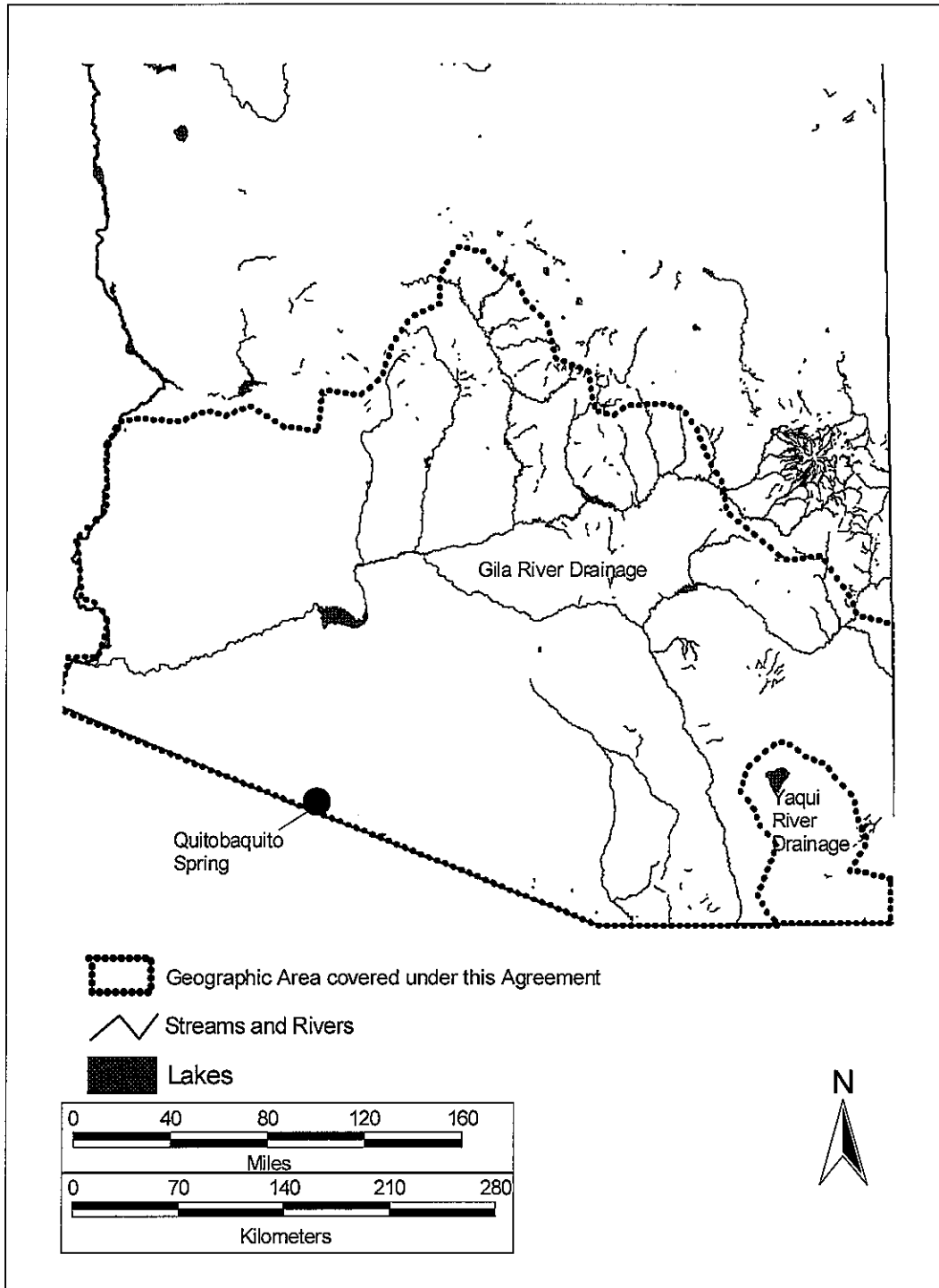
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**Appendix 1.** Figure of the geographic coverage of this Agreement. All non-Federal lands (with the exception of Native American reservations) within this area are eligible under this Agreement.



**Appendix 2.** Safe Harbor Agreement Landowner Certificate of Inclusion Template

**Certificate of Inclusion**

**In The Safe Harbor Agreement**

For Gila topminnow (*Poeciliopsis occidentalis*), Yaqui topminnow (*Poeciliopsis sonoriensis*), desert pupfish (*Cyprinodon macularius*), and Quitobaquito pupfish (*Cyprinodon eremus*) between the Arizona Game and Fish Department and U.S. Fish and Wildlife Service

This certifies that the participating landowner (Cooperator), who owns or administers property described in the attached Cooperative Agreement, is included within the scope of Permit No. [insert no.], issued by the U.S. Fish and Wildlife Service (Service) on [insert date] to the Arizona Game and Fish Department (Department) under the authority of Section 10(a)(1)(A) of the Endangered Species Act of 1973, as amended, 16 U.S.C. 15389(a)(1)(A). Such Permit authorizes certain activities by Cooperators as part of a Safe Harbor Agreement to establish populations of endangered topminnow and pupfish. Following that Permit and this Certificate, the holder of this Certificate is authorized to engage in any otherwise lawful activity on the above described property that may result in the incidental taking of the topminnow and pupfish, as appropriate, subject to the terms and conditions of such Permit and the Cooperative Agreement entered into pursuant thereto by the Arizona Game and Fish Department and [insert Cooperator’s name] on [insert date]. By signing this Certificate of Inclusion, the Cooperator agrees to carry out all assigned conservation measures as described in the Agreement and in the attached Cooperative Agreement for a period of [insert number of years Certificate is in effect] years.

\_\_\_\_\_  
Director  
Arizona Game and Fish Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cooperator [insert name]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Concurrence, U.S. Fish & Wildlife Service  
Field Supervisor, Arizona Field Office, Phoenix

\_\_\_\_\_  
Date

**WITNESSETH**

WHEREAS, the Gila topminnow, Yaqui topminnow, desert pupfish, and Quitobaquito pupfish are listed as endangered species under the Federal Endangered Species Act of 1973, as amended (Act); and,

WHEREAS, the Service and Department have entered into the Safe Harbor Agreement following the authorities of Section 10(a)(1)(A) of the Act and associated Service policy and Federal regulation to establish a conservation program for topminnows and pupfish in Arizona and to provide for regulatory assurances to non-Federal landowners who own lands in Arizona and who enter into the Safe Harbor Agreement with the Service and Department; and,

WHEREAS, the Service and Department are signatories to the Safe Harbor Agreement, while individual non-Federal landowners within Arizona may participate in the Safe Harbor Agreement's conservation program and receive its regulatory assurances through this Certificate of Inclusion issued by the Department to the participating landowner; and,

WHEREAS, the Safe Harbor Agreement contemplates that cooperation by agencies and organizations in addition to the signatories and participating landowners will be necessary and desirable in ensuring comprehensive implementation of the Safe Harbor Agreement and long-term conservation of topminnows and pupfish in Arizona; and,

WHEREAS, other organizations or Federal or State agencies who are not signatories to the Safe Harbor Agreement may, nevertheless, have certain regulatory or land management authorities or responsibilities in Arizona, or may themselves be engaged in topminnow and pupfish conservation efforts within the State; and,

WHEREAS, such other agencies and organizations (including, but not limited, to the Arizona State Land Department; Arizona County and Municipal governments, and The Nature Conservancy) may elect or desire to become Cooperators in the Safe Harbor Agreement's conservation program;

NOW, THEREFORE, the parties to this Agreement mutually agree and understand as follows:

1. **Involved Parties.** This Certificate of Inclusion, between the Arizona Game and Fish Department (Department) and **[insert name of Cooperator]**, is intended to promote good land stewardship by assisting the Cooperator in carrying out actions to establish topminnow and/or pupfish populations on land owned by the Cooperator.
2. **Enrolled Property.** Cooperator owns property at **[insert street and city address and/or legal description]** in **[insert county name]** County, Arizona, that contains habitat suitable for topminnows and/or pupfish as defined in the Safe Harbor Agreement (SHA) between the Department and the Service. The

Department will enroll this property under the SHA, as shown on the attached property map. Other species (listed and non-listed) of wildlife may also occur on the property, but will not be covered for incidental take under the terms of the Department's Enhancement of Survival Permit.

3. **Access to Enrolled Property.** The Cooperator agrees to allow the Department or its representatives, reasonable access to their property for the purposes of (a) assessing the habitat value of their property, (b) stocking topminnows, pupfish, or both, (c) ascertaining that the habitats are suitable and are being maintained in the manner required by the SHA, and (d) monitoring the topminnow or pupfish populations as required by the SHA.

Additionally, the Cooperator agrees to allow the Service reasonable access for the purposes of (a) conducting compliance monitoring and (b) conducting biological monitoring in cooperation with the Department.

The Department, Service, and the Cooperator will coordinate a schedule to conduct visits to the property at times that avoid inconvenience to the Cooperator or disruption of the Cooperator's use of the property. The Department or Service shall give the Cooperator at least 14 days advance notice of its desire to enter the property for any of the above purposes, and the Cooperator shall not unreasonably withhold permission for such entry.

4. **Liability.** The Cooperator assumes no liability for injury to any employee or representative of the Department or Service in the course of any visit to the property under this paragraph, except insofar as such injury is the result of the Cooperator's negligence. The Department or Service or their representatives shall not be liable for any damage to the property of the Cooperator arising from any visit to the property pursuant to this paragraph, except insofar as such damage is the result of the Department's or Service's negligence.

5. **Baseline Condition Determination.** Based upon the site survey conducted on the Cooperator's property on (insert month/day/year), the following has been determined:

- A. **Physical description of property.** [Description should include - (a) the mailing address or legal description of the property to be enrolled; (b) a thorough habitat analysis - including photos; and, (d) any other relevant information].
- B. **Map of Property.** (Attach on separate sheet a map of the entire property with the enrolled portions clearly outlined and marked as habitat to be stocked with topminnows and/or pupfish).

- C. **Baseline Condition Determination** (Description will include the results of the baseline condition surveys, as well as the final baseline condition determination as agreed upon in writing by all parties).
6. **Terms and Conditions.** This Cooperative Agreement is subject to the following additional terms and conditions:
- A. **Cooperator Responsibility.** The Cooperator agrees to all Terms and Conditions as identified in Section 4.3 of the Safe Harbor Agreement. The Cooperator agrees to notify the Department before taking the property back to baseline conditions or other land management actions that could result in take of the species.
- B. **Length of the Cooperative Agreement.** This Cooperative Agreement will be valid from the date of the last signature on this Certificate of Inclusion until at least [insert date as agreed upon by all parties], but may not exceed [insert the Department's Permit expiration date], unless the Permit is extended.
- C. **Restrictions on Taking Property Back to Baseline Condition:**
- i. **Type of Take.** Topminnow and pupfish may not be "taken" except as defined in Section 8 of the Safe Harbor Agreement.
- ii. **Permit Duration.** This Certificate of Inclusion may be extended if the Department's Permit is renewed and that renewal allows for such extension.
- D. **Notification.** The Cooperator agrees to notify the Arizona Game and Fish Department not less than 30 days before any activity that will take the property back to baseline conditions, except as noted under Section 8 for emergency responses. The Cooperator also agrees to allow the Department or Service to access the property to rescue any topminnow or pupfish individuals, if possible and appropriate, before taking the property back to baseline conditions.
- E. **Reporting Requirements.** The Cooperator understands that to fulfill the responsibilities of the SHA, the Department must report all monitoring activities conducted under the SHA to the Service.
- F. **Early Termination.** The Cooperator may request termination of their Certificate of Inclusion at any time for circumstances beyond their control, upon written notification to the Department. The Department then has up to 60 days to salvage topminnow and pupfish, if deemed necessary, in consultation with the Service. At the end of the 60-day time period, the

Certificate of Inclusion is terminated via written notification to the Cooperator and the Service.

Additionally, the Cooperator may terminate their Certificate of Inclusion for any other reason, upon written notification to the Department. However, such termination shall extinguish the Cooperator's authority to incidentally take topminnows or pupfish under the Enhancement of Survival Section 10(a)(1)(A) Permit.

- G. Transfer of Property.** The Cooperator will notify the Department not less than 60 days before selling or transferring the enrolled property to another entity, to provide the Department the opportunity to secure the successor's agreement to continue the identified Safe Harbor activities.

**H. Unforeseen Circumstances.** If, before the expiration of the Permit to be issued to the Department, the Department should cease to exist or cease to be able to continue to administer the Safe Harbor program, and no other entity satisfactory to the Service is willing to assume the Department's responsibilities as administrator of the program, the Department will relinquish its Permit to the Service. In that event, the Service shall convert the Certificates of Inclusion that have been previously issued by the Department to participating landowners into freestanding permits that authorize the same actions by the participating landowners as had been authorized by the Certificates of Inclusion, provided the participating landowners agree to fulfill the management activities for their property, as well as the administrative, monitoring, and reporting requirements, for the enrolled property, as outlined in this Certificate of Inclusion and the Safe Harbor Agreement.



## **Council-Regular Meeting**

C3

**Meeting Date:** 04/07/2026

**To:** Mayor and Council

**From:** David L. Udall, Deputy Town Attorney

**Date:** April 7, 2026

### **Strategic Plan Focus Area:**

Proactive Public Services

**Subject:** Resolution No. 2026-021: Relating to Intergovernmental Relations; approving and authorizing the Mayor to execute an Intergovernmental Agreement between the Town of Marana, Northwest Fire District and Marana Unified School District No. 6 for development review and inspection, facility use and general cooperation (David Udall)

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### **Discussion:**

The Town of Marana has long valued its cooperative relationships with Northwest Fire District (NWFD) and the Marana Unified School District (MUSD). The three entities have partnered many times in the past on the development of public and private facilities, and continue to work on finding innovative ways to serve their common constituents.

In 2010, the three parties entered into a "tri-party" intergovernmental agreement (IGA) to formalize relationships with each other regarding several functional areas, most notably development services and facility use. The IGA formalized the policy and procedural elements related to these services as provided by the three entities to each other, as well as any costs that should be incurred as a result. In general, the IGA committed all three governments to waiving development services and facility use charges for each other in an effort to work cooperatively and minimize the overall cost of government to taxpayers.

The most recent iteration of the IGA expired in March 2026; however, the Town, NWFD and MUSD have negotiated a new proposed IGA, almost identical to the original, to continue this commitment for another four-year period. This new iteration

of the IGA includes revisions to account for the Town's new Marana Aquatics and Recreation Center (the MARC), which shall be governed by its own facilities usage policy and the Town's Comprehensive Fee Schedule. The IGA has also been revised to no longer include access to the Town's mobile stage, since the Town no longer has the stage.

Each entity will present the proposed IGA to its governing board for approval.

**Financial Impact:**

Staff does not anticipate a significant financial impact from the renewal of this IGA. The IGA minimizes the overall cost of government to taxpayers.

**Staff Recommendation:**

Staff recommends approval of the tri-party IGA.

**Suggested Motion:**

I move to adopt Resolution No. 2026-021, approving and authorizing the Mayor to execute an Intergovernmental Agreement among the Town of Marana, Northwest Fire District and Marana Unified School District No. 6 for development review and inspection, facility use and general cooperation.

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**Attachments**

Resolution No. 2026-021  
Exhibit A to Resolution

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## MARANA RESOLUTION NO. 2026-021

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RELATING TO INTERGOVERNMENTAL RELATIONS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA, NORTHWEST FIRE DISTRICT AND MARANA UNIFIED SCHOOL DISTRICT NO. 6 FOR DEVELOPMENT REVIEW AND INSPECTION, FACILITY USE AND GENERAL COOPERATION

WHEREAS the Town of Marana (the "Town") uses Marana Unified School District No. 6 ("MUSD") public facilities for its programs and services; and

WHEREAS the Town and MUSD obtain development review, permitting and inspection services from Northwest Fire District ("NWFD") for their respective public facilities; and

WHEREAS NWFD and MUSD obtain development review, permitting and inspection services from the Town for their respective public facilities; and

WHEREAS NWFD, the Town and MUSD seek to establish guidelines relating to the development and use of public facilities in the town limits of the Town; and

WHEREAS NWFD, the Town and MUSD desire to work cooperatively to provide excellent governmental services to their common constituents; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of its citizens to enter into this intergovernmental agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS: The intergovernmental agreement between the Town of Marana, Northwest Fire District and Marana Unified School District No. 6, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 7th day of April, 2026.

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Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

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Jill McCleary, Town Clerk

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Jane Fairall, Town Attorney

**INTERGOVERNMENTAL AGREEMENT  
AMONG  
TOWN OF MARANA, NORTHWEST FIRE DISTRICT, and MARANA UNIFIED  
SCHOOL DISTRICT NO. 6  
FOR  
DEVELOPMENT REVIEW AND INSPECTION, FACILITY USE, AND GENERAL  
COOPERATION**

This intergovernmental agreement (“Agreement”) is entered into by and among TOWN OF MARANA, an Arizona municipal corporation (“Town”), MARANA UNIFIED SCHOOL DISTRICT NO. 6, a political subdivision of the state of Arizona (“School District”), and NORTHWEST FIRE DISTRICT, an Arizona special taxing district (“Fire District”). Town, School District and Fire District are sometimes collectively referred to as the “Parties,” each of which is sometimes individually referred to as a “Party.”

**I. Recitals**

- A. Town, School District and Fire District may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952.
- B. The School District and Fire District are authorized by A.R.S. § 15-342 (13) and A.R.S. § 48-805 (B) (17) (a), respectively, to enter into intergovernmental agreements and contracts with other governing bodies as provided in A.R.S. § 11-952.
- C. Town and School District are authorized by A.R.S. § 15-364 to expend public monies and enter into agreements with each other for the operation and joint use of recreational facilities on properties used for school purposes under the control of the School District.
- D. School District is authorized by A.R.S. § 15-363 to contract with Town to operate school buildings and grounds for the purpose of providing a public play and recreation center and may organize and conduct such recreation activities which contribute to the physical, mental and moral welfare of youths residing in the vicinity.
- E. Town, School District and Fire District serve citizens and further the public interest by permitting common use of their facilities, personnel, equipment and services in order to minimize expense to their common citizens, improve service delivery and provide enhanced resources to the community for the benefit of their common citizens.
- F. Municipalities, school districts and special taxing districts may enter into agreements to establish responsibilities relating to the review of development plans, issuance of various permits and construction of new facilities.
- G. It is the desire of the Parties hereto that Town and Fire District permit and inspect the construction of new school, municipal and fire facilities and the remodeling of existing facilities within the geographic limits of Town.
- H. Town, School District and Fire District desire to establish the responsibilities of all Parties in the development review process.

- I. School District provides Town use of School District facilities at little or no charge as a benefit to the community and the Town determines it is in the public interest to consider the benefit of such use in the imposition of fees by Town for development review and inspection of new school facilities and remodeling of existing facilities.
- J. Fire District provides Town use of development review and inspection staff at little or no charge as a benefit to the community and Town determines it is in the public interest to consider the benefit of such use in the imposition of fees by Town for development review and inspection of new fire facilities and remodeling of existing facilities.
- K. It is the desire of the Parties, recognizing that they serve the same citizens, that they cooperate by charging each other only for those legally mandated costs and those direct, out-of-pocket expenses while otherwise allowing Town, School District and Fire District use of each other's facilities at no charge.

## II. Definitions

- A. "Mandatory Charge" means a Town impact fee or charge not prohibited by A.R.S. § 9-500.18 which the Town, by statute, contract, bond indenture, or code is required to charge.
- B. "Out-of-Pocket Costs" shall include those direct costs incurred by Town, School District or Fire District over and above normal operating costs budgeted for and expended by each Party. The intent of this definition is to reimburse only those additional direct costs each Party incurs from providing services or facilities to the other. Examples of such costs would include:
  - (1) The cost to one Party for custodial time related directly to services provided for the needs of another Party.
  - (2) The cost to one Party for contracting out expedited services related to the construction projects of another Party.
  - (3) The cost of utilities incurred by one Party outside normal use that is directly related to services of another Party. Such utility costs shall not be considered "Out-of-Pocket Costs" as long as they remain approximately equal to the value of in-kind services provided by the Parties to each other pursuant to this Agreement. If at some point in the future the Parties agree that the cost of utilities under this subparagraph exceeds the value of the in-kind services, then the Parties shall determine mutually acceptable utility costs.
  - (4) The labor and equipment cost to one Party to repair damages to facilities related directly to services provided for the needs of another Party.

### III. Covenants

A. Town's Obligations: Town recognizes that prompt development review and inspection services assist School District and Fire District in performing their constitutionally and statutorily mandated duties. The Town agrees to:

- (1) Provide all building, mechanical, electrical, plumbing, and Americans with Disabilities Act related inspections, review and permitting services to School District and Fire District to enable compliance with the provisions of A.R.S. § 34-461.
- (2) Provide development plan review and land use review services to School District and Fire District to enable compliance with the provisions of the Town's general plan, land development code, and related land use ordinances, including landscaping and onsite parking requirements. Town, in providing such review, shall recognize School District's and Fire District's obligations under the Constitution of the State of Arizona to provide services to all residents within their respective boundaries and shall not apply its land development code, site plan requirements and related land use ordinances in such a manner that would interfere with School District's or Fire District's responsibilities to meet their respective constitutional mandates. Town shall require that School District submit development plans for review, but shall also recognize that School District is not required to obtain Town approval for the location of schools and other facilities or the size, configuration, or shape of School District buildings.
- (3) Provide administrative plan review and engineering review services to School District and Fire District for offsite improvements consisting of streets, drainage, right-of-way and traffic control to comply with the provisions of Town's development codes and infrastructure guidelines.
- (4) Provide administrative utility plans review services to School District and Fire District to enable compliance with Title 14 of the Marana Town Code. Town services shall consist of reviewing School District's and Fire District's respective connections from their meters to Town's utility lines and the construction of all offsite utility lines required to provide utility services consisting of Water to School District and Fire District facilities.
- (5) Provide administrative utility plan review services to School District and Fire District to enable compliance with Town standards. Town services shall consist of reviewing School District's and Fire District's respective construction of all offsite utility lines required to provide wastewater utility services consisting of wastewater to School District and Fire District facilities.
- (6) Charge School District and Fire District no fees or assessments related to building development and cooperate with School District and Fire District in permitting use of Town facilities and services, as determined by Town, to the extent legally permissible at no cost other than Mandatory Charges as set forth in this Agreement and direct Out-of-Pocket Costs incurred by Town. The foregoing shall not apply to the Marana Aquatic and Recreation Center (the "MARC"); MARC facility use and cost shall be

governed by the MARC facilities use policy adopted by the Town Council and Town's comprehensive fee schedule, as amended from time to time. School District and Fire District recognize that Town may have certain facilities that may have limited use due to Town's governmental functions and responsibilities.

(a) In consideration of School District's and Fire District's obligations under the terms of this Agreement, Town shall charge the School District and Fire District only the following Mandatory Charges:

- (i) Administrative utility plans review, connection, inspection, and any other utility-related applicable development fees.
- (ii) Any development-related fee that the Town charges that is pursuant to an intergovernmental agreement between the Town and a third political subdivision or party.
- (iii) Any development-related fees charged to Town by consulting or contracted reviewers relating to plans submitted to Town by Fire District or School District. Town shall have discretion as to which plans are reviewed by consulting or contracted reviewers.
- (iv) Any applicable impact fees.

(b) The Mandatory Charges may be modified by Town from time to time upon notice to School District and Fire District in the manner required for the amendment of development fees by Town pursuant to A.R.S. § 9-463.05. Such modified fees shall not be applicable to any project on file with Town on the date that the new fees become effective. For purposes of this provision, "project" means a development application submitted by School District or Fire District to Town proposing to construct a new facility or to remodel an existing facility.

(c) The Mandatory Charges expressly do not include any of the following charges:

- (i) Building permit fees
- (ii) Plan review fees, except as specified in § III(A)(6) of this Agreement
- (iii) Grading/drainage inspection/permit fees
- (iv) Off-site improvement permit fees
- (v) Conditional Use Permit application fees
- (vi) Site Plan application fees
- (vii) Right-of-way review/permit fees

(7) Waive facility rent for School District and Fire District use of Town facilities pursuant to a schedule formulated annually. The foregoing waiver shall not apply to the MARC. In all cases, Town's own use of its facilities shall take precedence.

(8) With the exception of the MARC, permit School District and Fire District to use, at no charge, Town's buildings and facilities as determined by Town, subject to Town Council's adopted policies and use guidelines and in accordance with the terms of specific permits and agreements between School District or Fire District and Town

for the use of the buildings and facilities. School District and Fire District recognize that Town may limit use of sites due to need or function.

(a) Town shall be solely responsible for all repair and maintenance of Town facilities. School District, Fire District and Town agree that the decisions on maintenance and repair of Town facilities are non-delegable decisions of the Town. However, School District and Fire District shall be responsible for the costs of any repairs that are necessary and directly attributable to their respective uses of Town facilities.

(b) School District and Fire District shall be responsible for the costs of utility, janitorial, and security services at Town facilities where the need for such services is directly attributable to respective uses by School District and Fire District.

(9) Pay School District or Fire District all Out-of-Pocket Costs incurred by School District or Fire District, respectively, in the performance of this Agreement which are properly billed to Town.

B. School District's Obligations: School District recognizes that use of its buildings and facilities for Town and Fire District programs and services benefits the entire community. The School District agrees to:

(1) Comply with the provisions of Town's general plan but shall be exempt from Town's zoning ordinance and related development ordinances, unless State statute or regulation has preempted Town's review, and shall ensure that its construction meets minimum code standards.

(2) Submit, for review by Town, development plans for construction or renovation of School District facilities.

(3) Comply with the provisions of Town's building codes, engineering and plan review codes, infrastructure guidelines, utility codes and development rules and/or the terms of this Agreement, in the same manner as any private party, subject to the preemption of Town's review by State statute or regulation.

(4) Comply with any additional development provisions enacted by Fire District, including but not limited to: fire codes, engineering and plan review codes, infrastructure guidelines, utility codes and development rules and/or the terms of this Agreement, in the same manner as any private party, subject to the preemption of Fire District's review by State statute or regulation.

(5) Pay Mandatory Charges imposed by Town and Fire District for performance of the services under the Town Obligations and Fire District Obligations sections of this Agreement. In exchange for Town's and Fire District's waivers of all other charges imposed by Town and Fire District for all related and expansion fees under Town Obligations and Fire District Obligations sections of this Agreement, School District shall waive facility rent for Town and Fire District use of School District facilities

pursuant to a schedule formulated annually. In all cases, School District's own use of its facilities shall take precedence.

- (6) Permit Town and Fire District to use at no charge School District's buildings and facilities as determined by School District, subject to School District Governing Board's adopted policies and use guidelines and in accordance with the terms of specific permits and agreements between Town, Fire District and School District for the use of the buildings and facilities. Town and Fire District recognize that School District may limit use of sites due to school overcrowding, need or function.
    - (a) This permission shall specifically include certain outdoor School District facilities, including tracks, courts and athletic fields.
    - (b) School District buildings and facilities shall be available for use by Town and Fire District throughout the calendar year.
    - (c) School District shall be solely responsible for all repair and maintenance of School District facilities. School District, Fire District and Town agree that the decisions on maintenance and repair of School District facilities are non-delegable decisions of School District. However, Town and Fire District shall be responsible for the costs of any repairs that are necessary and directly attributable to their respective uses of School District facilities.
    - (d) Town and Fire District shall be responsible for the costs of utility, janitorial, and security services at School District facilities where the need for such services is directly attributable to respective uses by Town and Fire District.
- C. Fire District's Obligations: Fire District recognizes that prompt development review and inspection services assist School District and Town in performing their constitutionally and statutorily mandated duties. Fire District agrees to:
- (1) Provide all appropriate fire prevention, mechanical, electrical, plumbing, engineering, infrastructure, utility and development inspections, review and permitting services to School District and Town to enable compliance with the provisions of A.R.S. § 34-461.
  - (2) Provide administrative site plan review services to School District and Town to enable compliance with the provisions of the Town's fire code and related codes and ordinances. Fire District, in providing such review, shall recognize School District's and Town's obligations under the Constitution of the State of Arizona to provide services to all residents within their respective boundaries and shall apply the fire code and related codes and ordinances to ensure the minimum fire safety requirements for new and existing buildings, facilities, storage and processes are in compliance in accordance with the fire code and local amendments.
  - (3) Provide at least one qualified employee to Town for on-site plan review, consultation with Town staff, Town pre-application meetings and other such activities relating to development, as requested by the Town. Town shall provide the Fire District

employee with a work station and supplies at the Marana Municipal Complex, 11555 West Civic Center Drive, Marana, Arizona, 85653.

- (4) Charge School District and Town no fees or assessments related to building development and cooperate with School District and Town in permitting use of Fire District facilities and services, as determined by Fire District, to the extent legally permissible at no cost other than Mandatory Charges as set forth in this Agreement and direct Out-of-Pocket Costs incurred by Fire District. School District and Town recognize that Fire District may have certain facilities that may have limited use due to Fire District's governmental functions and responsibilities.
  - (a) In consideration of School District's and Town's obligations under the terms of this Agreement, Fire District shall charge School District and Town only the following Mandatory Charges:
    - (i) Any development-related fee that Fire District charges that is pursuant to an intergovernmental agreement between the Fire District and a third political subdivision or party.
    - (ii) Any development-related fees charged to Fire District by consulting or contracted reviewers relating to plans submitted to Fire District by Town or School District. Fire District shall have discretion as to which plans are reviewed by consulting or contracted reviewers.
  - (b) The Mandatory Charges may be modified by Fire District from time to time upon notice to the School District and Town and upon adoption and/or amendment of a fee schedule in the manner required by A.R.S. § 48-805. Such modified fees shall not be applicable to any project on file with the Fire District or Town on the date that the new fees become effective. For purposes of this provision, "project" means a development application submitted by School District or Town to Fire District proposing to construct a new facility or to remodel an existing facility.
  - (c) The Mandatory Charges expressly do not include any of the following charges:
    - (i) Permit fees
    - (ii) Inspection fees
    - (iii) Plan review fees, except as specified in § III(C)(4) of this Agreement
    - (iv) Plan or submittal application fees
- (5) Waive facility rent for School District and Town use of Fire District facilities pursuant to a schedule formulated annually. In all cases, Fire District's own use of its facilities shall take precedence.
- (6) Permit School District and Town to use, at no charge, Fire District's buildings and facilities as determined by Fire District, subject to Fire District Governing Board's adopted policies and use guidelines and in accordance with the terms of specific

permits and agreements between School District or Town and Fire District for the use of the buildings and facilities. School District and Town recognize that Fire District may limit use of sites due to need or function.

(a) Fire District shall be solely responsible for all repair and maintenance of Fire District facilities. School District, Fire District and Town agree that the decisions on maintenance and repair of Fire District facilities are non-delegable decisions of Fire District. However, School District and Town shall be responsible for the costs of any repairs that are necessary and directly attributable to their respective uses of Fire District facilities.

(b) School District and Town shall be responsible for the costs of utility, janitorial, and security services at Fire District facilities where the need for such services is directly attributable to respective uses by School District and Town.

(7) Pay School District or Town all Out-of-Pocket Costs incurred by School District or Town, respectively, in the performance of this Agreement which are properly billed to Fire District.

D. Priority Use of Facilities: School District, Fire District and Town shall work cooperatively to reserve facilities. All Parties agree that each Party will have priority use of its own facilities. Second priority in the use of facilities will be all Town programs approved by the School District which are part of Town's Parks and Recreation programming. Third priority in the use of facilities will be all Town, School District or Fire District programs which are not a part of Town's Parks and Recreation programming. Town, School District and Fire District will make requests for facility use at least two weeks before the date the facility is needed.

E. Cash Handling: Town is authorized on behalf of the Fire District to collect and remit payment for services rendered by Fire District for development review, inspection and permitting. Town shall remit all payment collected on behalf of Fire District to Fire District no later than the 15th day of the month following the month in which payment was collected.

#### IV. Notices

Notices required or permitted hereunder shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier service, addressed as follows:

To School District: District Superintendent  
Marana Unified School District No. 6  
11279 West Grier Road  
Marana, Arizona 85653

With a Copy To: Lisa Anne Smith, Esq.  
Deconcini, McDonald, Yetwin & Lacy, P.C.  
2525 East Broadway Road, Suite 200  
Tucson, Arizona 85716

To Fire District: Fire Chief  
Northwest Fire District  
5225 West Massingale Road  
Tucson, Arizona 85743

With a Copy To: Thomas Benavidez, Esq.  
Benavidez Law Group, P.C.  
7400 North Oracle Road, Suite 143  
Tucson, Arizona 85704

To Town: Town Manager  
Town of Marana  
11555 West Civic Center Drive  
Marana, Arizona 85653

With a Copy To: Town Attorney  
Town of Marana  
11555 West Civic Center Drive  
Marana, Arizona 85653

Or at any other address designated by School District, Fire District or Town in writing.

**V. Term**

- A. This Agreement is retroactively effective beginning March 18, 2026, and shall continue in effect for four years, unless sooner terminated by any Party. Any Party may terminate its participation in this Agreement upon 60 days written notice to all Parties.
- B. On or before the anniversary date of this Agreement, on an annual basis, the District Superintendent or his/her designee, Fire Chief or his/her designee and the Town Manager or his/her designee may meet and confer in good faith on the operation of the Agreement and suggest changes, if necessary, for consideration by the governing bodies of School District, Fire District and Town.

**VI. Insurance and Indemnification**

- A. The Parties agree that they shall maintain for the duration of this Agreement policies of public liability insurance sufficient to cover all of their obligations undertaken in the implementation of this Agreement.
- B. School District, Fire District and Town shall secure and maintain property insurance coverage protecting their personal property against all risk of physical damage loss for their full replacement cost. School District, Fire District and Town shall obtain similar coverage for any personal property they maintain at each other's facilities pursuant to this Agreement. Unless one of the Parties' personal property is damaged by the actions of another of the Parties or its agents or invitees, School District, Fire District and Town agree to rely on their respective property insurance coverage for all other personal property damages.

- C. For purposes of Workers' Compensation, an employee of a Party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, another Party pursuant to this specific Agreement, is deemed to be an employee of both Parties, as provided in A.R.S. § 23-1022(D). The primary employer of such employee shall be solely liable for payment of Workers' Compensation benefits for the purposes of this paragraph. Each Party shall comply with the notice provisions of A.R.S. § 23-1022(E).
- D. To the fullest extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Parties, its officers, officials, employees, agents, volunteers, successors, and assigns (as "Indemnitees") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which result in liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers, successor, or assigns, provided, however, that the Indemnitor shall have no obligation to indemnify the Indemnitee for the Indemnitee's passive negligence.

## **VII. Cancellation for Conflict**

This Agreement is subject to cancellation in certain conflict of interest situations pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

## **VIII. Governing Law**

- A. This Agreement shall be construed and governed in accordance with the laws of the State of Arizona.
- B. During the performance of this Agreement, Town, School District and Fire District agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, nondiscrimination and affirmative action.

## **IX. Remedy**

- A. All Parties agree to use good faith efforts to informally resolve disputes arising out of this Agreement.
- B. Any Party may pursue any remedies provided by law for breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

## **X. Waiver**

Waiver by any Party of any breach of any term, covenant or condition herein shall not be deemed a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

## **XI. Force Majeure**

A Party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term “uncontrollable forces” shall mean, for the purpose of this Agreement, any cause beyond the control of the Party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the Parties, order of any government officer or court (excluding orders promulgated by the Parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such Party could not reasonably have been expected to avoid. Any Party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

## **XII. Miscellaneous Provisions**

- A. Amendments to this Agreement shall be in writing, signed by all Parties to the Agreement. Formal amendments shall not be needed to notify Parties of address changes, changes in position titles, etc. Such information may be provided via correspondence between the Parties.
- B. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.
- C. If any provision of this Agreement is declared invalid or unenforceable, the remainder shall continue in full force and effect.
- D. The Parties warrant that they comply with all federal immigration laws and regulations that relate to their employees and that they comply with A.R.S. § 23-214(A). The Parties acknowledge that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that each of the other Parties retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.
- E. This Agreement shall supersede any prior intergovernmental agreements, memoranda of understanding or other agreements that two or more of the Parties have entered into to the extent that the provisions of those prior agreements are in conflict with the provisions of this Agreement. This Agreement shall not supersede any prior intergovernmental agreements, memoranda of understanding or other agreements that two or more of the Parties have entered into that are not in conflict with this Agreement.
- F. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall operate or be interpreted to expand, increase or extend the jurisdiction of any of the Parties beyond the jurisdiction granted by applicable Arizona law.

G. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

H. The Parties certify, pursuant to A.R.S. 35-393.01, that they will not engage in a boycott of Israel.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below their respective signatures.

The "TOWN":  
TOWN OF MARANA, an Arizona municipal corporation

The "SCHOOL DISTRICT":  
MARANA UNIFIED SCHOOL DISTRICT NO. 6, an Arizona political subdivision

By: \_\_\_\_\_  
Jon Post, Mayor

By: \_\_\_\_\_  
Kathryn Mikronis, Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Jill McCleary, Town Clerk

\_\_\_\_\_  
Brenda Drury, Board Recorder

The "FIRE DISTRICT":  
NORTHWEST FIRE DISTRICT., an Arizona special taxing district

By: \_\_\_\_\_  
George Carter, Board Chairman

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Peg Green, Board Clerk

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

The foregoing Agreement by and between the Town of Marana, Marana Unified School District No. 6 and Northwest Fire District has been reviewed pursuant to A.R.S. § 11-952 by the undersigned who have determined, for their respective clients, that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

**Town of Marana:**

\_\_\_\_\_  
Jane Fairall, Town Attorney

\_\_\_\_\_  
Date

**Marana Unified School District No. 6:**

\_\_\_\_\_  
John C. Richardson, Attorney for the District

\_\_\_\_\_  
Date

**Northwest Fire District:**

\_\_\_\_\_  
Thomas Benavidez, Attorney for the District

\_\_\_\_\_  
Date



**Council-Regular Meeting**

C4

**Meeting Date:** 04/07/2026

**To:** Mayor and Council

**From:** David L. Udall, Deputy Town Attorney

**Date:** April 7, 2026

**Strategic Plan Focus Area:**

Proactive Public Services

**Subject:** Resolution No. 2026-022: Relating to Marana Regional Airport; approving and authorizing the Mayor to sign a Land/Facility Use Agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management for use of the Airport as an air tanker base for fire suppression activities during fire season (David L. Udall)

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**Discussion:**

For a number of years, the Arizona Department of Forestry and Fire Management (formerly the Arizona State Forestry Division) has used property on the premises of the Marana Regional Airport each fire season as a base for air-based fire suppression, either through a sublease with Northwest Fire District or, more recently, through a direct agreement with the Town. The proposed Land/Facility Use agreement will continue this relationship.

If approved, the agreement will allow the Department to park single-engine air tankers at the airport during fire season (roughly May through July) and place temporary mobile office building/trailers on airport property. In addition, the Department may station an airplane and a helicopter at the airport for fire reconnaissance and fire support. Pursuant to the agreement, Town rental/parking fees would be waived, but the Department would be required to pay for its own water and electric utilities associated with its use of the airport property directly to the utility companies. The agreement will be effective from April 24, 2026, through September 27, 2026, to cover the 2026 fire season.

**Staff Recommendation:**

Staff recommends approval of Resolution No. 2026-022.

**Suggested Motion:**

I move to adopt Resolution No. 2026-022, approving and authorizing the Mayor to sign a Land/Facility Use Agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management for use of the Airport as an air tanker base for fire suppression activities during fire season.

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**Attachments**

Resolution No. 2026-022

Exhibit A to Resolution

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## MARANA RESOLUTION NO. 2026-022

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RELATING TO MARANA REGIONAL AIRPORT; APPROVING AND AUTHORIZING THE MAYOR TO SIGN A LAND/FACILITY USE AGREEMENT BETWEEN THE TOWN OF MARANA AND THE ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT FOR USE OF THE AIRPORT AS AN AIR TANKER BASE FOR FIRE SUPPRESSION ACTIVITIES DURING FIRE SEASON

WHEREAS A.R.S. § 28-8411 authorizes the Town Council of the Town of Marana to undertake all activities necessary to acquire, establish, construct, own, control, lease, equip, improve, maintain, operate, and regulate an airport; and

WHEREAS the Town Council finds that entering into a Land/Facility Use Agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management to allow the use of property at the Marana Regional Airport as an air tanker base for fire suppression activities in Southern Arizona during fire season is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS: The Land/Facility Use Agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 7th day of April, 2026.

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Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

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Jill McCleary, Town Clerk

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Jane Fairall, Town Attorney

ARIZONA DEPARTMENT OF FORESTRY AND FIRE  
MANAGEMENT

LAND/FACILITY USE AGREEMENT

Agreement #: 26-AZLuA-2026

Resource Order #: 5-2

The Town of Marana, as owner of the property described herein (the "Owner"), agrees to furnish the described land or facilities (the "Property") to the Arizona Department of Forestry and Fire Management (the "State") for use as a single engine air tanker base for fire suppression activities (the "Base") pursuant to the terms and conditions set forth in this Land/Facility Use Agreement (the "Agreement").

- 1. DESCRIPTION OF PROPERTY/FACILITIES:** The Property is described as follows: that certain real property at the Marana Regional Airport, located at 11700 W. Avra Valley Road, Marana, Arizona, consisting of an approximately 19,250 square foot pad (175 feet x 110 feet) for aircraft parking on the southwest portion of the helicopter ramp area, west of Taxiway A. Additionally, aircraft can be parked on the main parking ramp located northwest of the Jet Apron if necessary. An area consisting of approximately 22,500 square feet (150'x150') has been designated for the placement of a 30'x76' office trailer and vehicle parking south of the airport perimeter road. The Property is more particularly shown in the location map attached to and incorporated in this Agreement as Exhibit A.
- 2. TERM:** This Agreement shall be effective from April 24, 2026 through September 27, 2026, unless it is terminated sooner pursuant to the terms of this Agreement.
- 3. USE:** The State shall use the Property as a single engine air tanker base for fire suppression activities during the fire season. The "fire season" is typically defined as May through July each year, but the State may occupy the Property earlier or later in the year as the State determines is necessary for fire suppression activities. The State shall notify the Town when the State intends to occupy the Property. The allowed uses under this Agreement shall include the use of tie down space for single engine air tankers parked on the Property by the State or the State's contractors for fire suppression activities. Additionally, the State shall be permitted to park trailers or other mobile building structures on the Property for use as office space for personnel operating out of the Base. The State shall also be permitted to station on the

Property an Air Attack platform (one airplane) for fire reconnaissance and a helicopter for fire support.

- a. Under no circumstances may the State (i) use or permit the use of the Property for any purpose other than for the purposes described in this Agreement, (ii) cause or permit waste of the Property or (iii) adversely affect the Owner's title and rights to the Property, including any water rights or any other rights owned or claimed by the Owner.
  - b. The State shall make no structural or electrical modifications, painting or other alterations to the Property.
4. **TERMINATION:** This Agreement may be terminated by mutual written agreement of the parties or by and at the sole discretion of the Owner. If terminated by the Owner, the Owner shall give the State at least 60 calendar days' written notice of termination, unless the Owner determines that a shorter period of notice is necessary in order to address an imminent health or safety issue.
5. **ENVIRONMENTAL IMPACT:** The State, at its own expense, shall ensure that the State and the State's agents, employees, contractors, and invitees comply with all present and hereafter enacted Environmental Laws, and any amendments thereto, affecting operations on the Property. "Environmental Laws" means any and all laws, rules, regulations, regulatory agency guidance and policies, ordinances, applicable court decisions, and airport guidance documents, directives, policies (whether enacted by any local, state or federal governmental authority) now in effect or hereafter enacted that deal with the regulation or protection of the environment (including the ambient air, ground water, surface water, waste handling and disposal, and land use, including sub-strata land), or with the generation, storage, disposal or use of chemicals or substances that could be detrimental to human health, the workplace, the public welfare, or the environment. The State shall be responsible for cleaning up any fire retardant or fuel spills associated with the State's use and occupation of the Property.
6. **INDEMNIFICATION:** The State shall defend, indemnify and hold harmless the Owner, its officers, agents, and employees from and against any and all claims, demands, causes of action, complaints, suits, losses, damages, injuries, and liabilities whatsoever (including those for costs, expenses, and attorneys' fees) arising out of the State's use of the Property or the State's negligent acts or omissions in connection with this Agreement. The indemnification provisions set forth in this Article 6 shall survive termination of this Agreement.

7. **INSURANCE:** The parties understand and agree that the State's contractors are required to provide evidence of insurance to the State pursuant to written contract with the State. The State shall require those contractors who use the Property pursuant to this Agreement to (a) name the Owner as an additional insured in the contractor's insurance policies and (b) provide the Owner with certificates of insurance and additional insured endorsements evidencing the minimum coverages required under the contractors' contracts with the State.
8. **COMPLIANCE WITH LAWS:** In its use and occupation of the Property, the State shall abide by all existing laws of the State of Arizona, County of Pima and Town of Marana and all regulations of the Federal Aviation Administration, as they may be amended from time to time.
9. **INSPECTION:** A pre-use and post-use inspection of the property will be conducted and documented by both the Owner and the State to assess possible damage that may occur during occupancy.
10. **RATE:** The Owner agrees to waive any and all Town of Marana rental fees applicable to the State's use of the Property, including any tie down and parking fees listed in the Town of Marana comprehensive fee schedule. The Property is equipped with a fire hydrant and water meter. The State shall transfer water and electric utilities for the Property into the State's name and the State shall be responsible for paying all water and electric utility bills directly to the utility providers during the time the State uses and occupies the Property. In addition, the State, at its own expense, shall clean and restore the Property to pre-use conditions at the end of each fire season.
11. **LOSS, DAMAGE OR DESTRUCTION:** The State assumes liability for the loss, damage, or destruction of the Property or the Owner's equipment on the Property, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault of negligence of the Owner or Owner's agents.
12. **MODIFICATIONS:** Any changes to this Agreement shall be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last party's signature date below.

The "Owner":

THE TOWN OF MARANA,  
an Arizona municipal corporation

\_\_\_\_\_  
Jon Post  
Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jane Fairall, Town Attorney

The "State":

ARIZONA DEPARTMENT OF FORESTRY  
AND FIRE MANAGEMENT, an Arizona  
state agency

By: Nancy Hatfield

Its: State Aviation Manager

3/5/26  
Date



**Council-Regular Meeting**

C5

**Meeting Date:** 04/07/2026

**To:** Mayor and Council

**Submitted For:** Curry C. Hale, Human Resources Director

**From:** Jane Fairall, Town Attorney

**Date:** April 7, 2026

**Strategic Plan Focus Area:**

Proactive Public Services

**Strategic Plan Focus Area Additional Info:**

Foster an open atmosphere that embraces change, creativity, innovation and calculated risk, and maintains the Town's high quality customer service.

GOAL: ELEVATE THE TOWN'S PUBLIC SERVICE QUALITY THROUGH EFFICIENT PROCEDURES

GOAL: FOSTER A WORKPLACE CULTURE THAT ATTRACTS, RETAINS, AND MOTIVATES A TALENTED WORKFORCE.

**Subject:** Resolution No. 2026-023: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures; revising Chapter 5 "Work Rules and Employee Discipline," by amending Policy 5-8 "Informal Personnel Action Review Procedures" (Curry C. Hale)

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**Discussion:**

This item proposes revisions to the Town's Personnel Policies and Procedures, Policy 5-8 "Informal Personnel Action Review Procedures."

The Town of Marana provides informal personnel action review procedures as a means to ensure that all employees receive fair and equitable treatment and have recourse to seek review of disciplinary actions that are not subject to formal personnel action review. The provisions of the policy apply to all regular full- and part-time classified employees who have completed the initial evaluation period as defined in the Marana Town Code and the Personnel Policies and Procedures. Only the following

disciplinary actions are subject to informal personnel action review: 1) corrective action memoranda, 2) written reprimands, and 3) suspensions without pay for 40 hours or less in a rolling 12-month period.

The current policy provides a three-step process for informal review, consisting of appeal first to the supervisor who issued the discipline, then to the next level manager, then to the Department Head.

If approved, the proposed changes will provide that to request review of a disciplinary action that is subject to informal review under the policy, the employee must file a written request for review directly to the Department Head. The Department Head will review the employee's request and issue a written response. The Department Head's response is final, except that if the Department Head is the supervisor that issued the original disciplinary action, the employee may request review by an Assistant Town Manager or Deputy Town Manager designated by the Town Manager to receive such requests.

The revisions are proposed to simplify the process and to prevent inconsistent or unequal treatment in disciplinary actions.

**Staff Recommendation:**

Staff recommends approval of the policy revisions.

**Suggested Motion:**

I move to adopt Resolution No. 2026-023; approving and adopting amendments to the Town's Personnel Policies and Procedures; revising Chapter 5 "Work Rules and Employee Discipline," by amending Policy 5-8 "Informal Personnel Action Review Procedures."

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**Attachments**

Resolution No. 2026-023  
Exhibit A - Policy 5-8 Revisions

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## MARANA RESOLUTION NO. 2026-023

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RELATING TO PERSONNEL; APPROVING AND ADOPTING AMENDMENTS TO THE TOWN'S PERSONNEL POLICIES AND PROCEDURES; REVISING CHAPTER 5 "WORK RULES AND EMPLOYEE DISCIPLINE," BY AMENDING POLICY 5-8 "INFORMAL PERSONNEL ACTION REVIEW PROCEDURES"

WHEREAS Chapter 3-3 of the Marana Town Code provides that the Town Council may adopt personnel policies, rules, and regulations that follow the generally accepted principles of good personnel administration and which may be modified or changed from time to time; and

WHEREAS the Town Council adopted Personnel Policies and Procedures via Town of Marana Ordinance 99.12 and Resolution 99-38 on May 18, 1999, which have been amended from time to time; and

WHEREAS the Council finds that adoption of the amendments to the Town's Personnel Policies and Procedures as set forth in this resolution is in the best interests of the Town and its employees.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, as follows:

SECTION 1. Chapter 5 of the Town's Personnel Policies and Procedures entitled "Work Rules and Employee Discipline," is hereby amended as set forth in Exhibit A attached to and incorporated by this reference in this resolution, with deletions shown with ~~strikeouts~~ and additions shown with double underlining.

SECTION 2. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this resolution are hereby repealed, effective as of the effective date of this resolution.

SECTION 3. The Town's manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the aforementioned amendments.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 7<sup>th</sup> day of April, 2026.

\_\_\_\_\_  
Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jill McCleary, Town Clerk

\_\_\_\_\_  
Jane Fairall, Town Attorney



## CHAPTER 5

# WORK RULES AND EMPLOYEE DISCIPLINE

[No revisions to Policies 5-1 through 5-7]

### POLICY 5-8 INFORMAL PERSONNEL ACTION REVIEW PROCEDURES

[No revisions to Sections 5-8-1 through 5-8-4]

#### Section 5-8-5 Informal Personnel Action Review Steps

##### A. ~~Step One~~

1. A. To request review of a disciplinary action that is subject to informal review under this policy, the employee must file a written request for review with the Department Head supervisor who issued the discipline within ten business days of the date the employee receives notice of the disciplinary action.
2. B. The request for review shall be on a form provided by the Human Resources Department.
3. C. ~~Within five business days of the supervisor's receipt of the employee's request for review, the supervisor~~ The Department Head shall provide a written response to the employee on the form provided. Except as provided in paragraph D below, the Department Head's decision is final and not appealable within any Town process.
4. D. If the Department Head is the supervisor who issued the disciplinary action, the employee shall file the written request for review with the General Manager, if any, or with an Assistant Town Manager or Deputy Town Manager designated by the Town Manager to receive such requests. The General Manager, Assistant Town Manager, or Deputy Town Manager (as applicable) will then provide a written response to the employee as described in paragraph C above. The informal review process ends at this step in In this situation, and the General Manager's, Assistant Town Manager's, or Deputy Town Manager's decision is final and not appealable within any Town process.

##### B. ~~Step Two~~

1. ~~If the procedure in Step One does not resolve the issue to the employee's satisfaction and does not involve a final decision of the General Manager, Assistant Town Manager or Deputy Town Manager, the employee may request review of the disciplinary action by filing the written request for review, on the form provided, with the next level manager, if any. The employee must file the request for review within five business days of receipt of the supervisor's written response. The request for review must include a written response to the supervisor's comments, indicating the areas of disagreement with the supervisor's comments and a proposed solution.~~



## CHAPTER 5

### WORK RULES AND EMPLOYEE DISCIPLINE

- ~~2. Within five business days of the manager's receipt of the employee's request for review, the manager shall provide a written response to the employee on the form provided.~~
- ~~3. If there is no next level manager between the supervisor issuing the discipline and the Department Head, the employee may proceed directly to Step Three.~~

#### ~~C. Step Three~~

- ~~1. If the procedure in Step Two does not resolve the issue to the employee's satisfaction, the employee may request review of the disciplinary action by filing the written request for review, on the form provided, with the Department Head. The employee must file the request for review within five business days of receipt of the manager's written response. The request for review must include a written response to the manager's comments, indicating the areas of disagreement with the manager's comments and a proposed solution.~~
- ~~2. Within five business days of the Department Head's receipt of the employee's request for review, the Department Head shall provide a written response to the employee on the form provided.~~
- ~~3. The Department Head's decision is final and not appealable within any Town process.~~

#### Section 5-8-6 General Rules

- ~~A. In the absence of good cause, the employee's failure to timely pursue any step in the review process shall result in the termination of the review process and the employment action shall stand.~~
- ~~B. If a supervisor or manager does not respond to the employee within the time allotted by this policy, the employee may proceed to the next step in the process.~~
- ~~B. No discipline, retaliation, or threats of retaliation shall be taken against any employee as a result of the employee's participation in this review process. Such discipline, retaliation or threats of retaliation constitute grounds for disciplinary action, up to and including termination.~~
- ~~D. Disciplinary actions subject to informal personnel action review may be resolved or settled at any step point in the process. The request for informal personnel action review shall be processed until either the employee is satisfied, ~~the employee does not file a timely appeal, as defined in this policy,~~ or a final decision has been made ~~in the final step.~~~~



## CHAPTER 5

### WORK RULES AND EMPLOYEE DISCIPLINE

- ED. Upon reversal of the decision at any step point in the informal personnel action review process, the successful employee may recover any wage and/or benefits losses incurred, from the effective date of the disciplinary action pursuant to the provisions of this policy.
- FE. The employee may have a non-attorney co-worker of the employee's choosing as a representative at any step point in the review process. The co-worker may not speak on behalf of the employee and may only participate as an observer. The employee shall be permitted reasonable breaks of limited duration during any step in the review process to consult with the co-worker or others who are immediately available, telephonically or otherwise.



**Council-Regular Meeting**

C6

**Meeting Date:** 04/07/2026

**To:** Mayor and Council

**Submitted For:** Jerry Huerstel, Water Resources Administrator

**From:** Jerry Huerstel, Water Resources Administrator

**Date:** April 7, 2026

**Strategic Plan Focus Area:**

Not Applicable

**Subject:** Resolution No. 2026-024: Relating to Water and Intergovernmental Relations; approving and authorizing the Finance Director to sign a services agreement with the Arizona Board of Regents (University of Arizona) for water education outreach and engagement (Jerry Huerstel)

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**Discussion:**

Under this proposed Intergovernmental Agreement (IGA), Arizona Project WET will supply the Town of Marana (Town) with seven groundwater demonstration models which can be used for future education and outreach events held by Marana Water. The IGA will also allow the Town to reimburse Arizona Project WET for their work supporting the February 25, 2026 Ironwood Elementary field trip held at El Rio Preserve.

The IGA is between Town of Marana and The Arizona Board of Regents (University of Arizona) in support of Water Education Outreach and Engagement. Project activities fall under the scope of WIFA WCGF\_WC1-021-2023 Grant (WT072). Grant funds are to be utilized, as these are not cost-share supported activities. Total cost for these IGA grant supported activities total \$1,249.00.

**Financial Impact:**

Fiscal Year: 2026

Budgeted Y/N: Y

Amount: \$ 1,249

**Staff Recommendation:**

Staff recommends approval of Resolution No. 2026-024.

**Suggested Motion:**

I move to adopt Resolution No. 2026-024, approving and authorizing the Finance Director to sign a services agreement with the Arizona Board of Regents (University of Arizona) for water education outreach and engagement.

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**Attachments**

Resolution No. 2026-024  
Exhibit A to Resolution

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## MARANA RESOLUTION NO. 2026-024

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RELATING TO WATER AND INTERGOVERNMENTAL RELATIONS; APPROVING AND AUTHORIZING THE FINANCE DIRECTOR TO SIGN A SERVICES AGREEMENT WITH THE ARIZONA BOARD OF REGENTS (UNIVERSITY OF ARIZONA) FOR WATER EDUCATION OUTREACH AND ENGAGEMENT

WHEREAS under the proposed Services Agreement between the Town of Marana and the Arizona Board of Regents, University of Arizona (the "Services Agreement"), Arizona Project WET will supply the Town with seven groundwater demonstration models and with funding that will allow the Town to reimburse Arizona Project WET for its support of the February 25, 2026 Ironwood Elementary School field trip held at El Rio Preserve; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of its citizens to enter into this Service Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS: The Service Agreement, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 7th day of April, 2026.

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Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

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Jill McCleary, Town Clerk

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Jane Fairall, Town Attorney



## Services Agreement

This Agreement is entered into between Town of Marana (“Sponsor”) and The Arizona Board of Regents, University of Arizona (“University”) in support of Water Education Outreach and Engagement, effective on the date of the last signed signed below (“Effective Date”). This Agreement is subject to the following terms and conditions:

1. The University Project Director for the project will be Lisa Townsend.
2. The the Term of this Agreement is from March 9, 2026 to March 30, 2026.
3. The activities covered by this Agreement are described in the Estimate (Attachment 1).
4. The amount of funding for the project will be/not exceed \$1,300, payable upon receipt of an invoice from the University. Invoices shall be sent to: Town of Marana, 11555 W Civic Center Drive, Marana, AZ 85653, POC Jerry Huersten/Karn Boyce, [ghuerstel@maranaaz.gov](mailto:ghuerstel@maranaaz.gov) or [kboyce@maranaaz.gov](mailto:kboyce@maranaaz.gov).
5. The Parties acknowledge that funding for the project is provided by the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds 21.027 and agree to the applicable requirements of Attachment 2, incorporated herein by reference.
6. Payment shall be made to the University within 30 days of receipt of invoice. Payment shall be sent to Arizona Project WET, ENVS Business Office, 1140 E. South Campus Drive, P.O. Box 210036, 303 Forbes Building Tucson, AZ 85721-0036.
7. Administrative Notices shall be sent to, for University, Arizona Project WET, ENVS Business Office, 1140 E. South Campus Drive, P.O. Box 210036, 303 Forbes Building Tucson, AZ 85721-0036, and for Sponsor, 11555 W Civic Center Drive, Marana, AZ 85653.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. SPONSOR ACKNOWLEDGES THAT THE UNIVERSITY MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, REGARDING THE SERVICES DELIVERED UNDER THIS AGREEMENT.
10. Either party may terminate this agreement with thirty days written notice to the other party.
11. This Agreement shall be interpreted pursuant to the laws of the State of Arizona, with venue and jurisdiction in Pima County, Arizona. The parties acknowledge that disputes arising from this Agreement may be subject to arbitration in accordance with applicable law and court rules.
12. The parties agree to comply with the provisions of applicable state and federal regulations governing equal employment opportunity, non-discrimination and immigration.
13. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511 regarding conflict of interest on the part of individuals negotiating contracts on behalf of the State of Arizona.
14. This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter hereof. Any modification to the above understandings shall be in writing and signed by authorized individuals of both parties. Notwithstanding the foregoing, purchase orders related to the subject matter hereof do not amend or supplement the terms of this Agreement, regardless of whether the University signs such purchase orders.



In Witness thereof, the parties execute this Agreement as of the date written below.

Town of Marana

Arizona Board of Regents, University of Arizona

March 12, 2026

\_\_\_\_\_  
Name: Date

Name: Christopher J. Barnhill Date

Title:

Title: Senior Manager,  
Office of Research Contracts & Agreements



Attachment 1



Estimate

Date: 2/27/2026

Terms: **Due Upon Receipt**

Invoice Number: \_\_\_\_\_

Issued To: Town of Marana Attn: Jerry Huersten/Karn Boyce

Address: 11555 W Civic Center Drive, Marana, AZ 85653

Phone: (520) 382-2575/2585 Email: ghuerstel or kboyce: @maranaaz.gov

<u>Description</u>	<u>Amount</u>
El Rio Groundwater Presentations	\$500
7 student groundwater models at \$107 each	\$749
<b>Total Amount Due:</b>	<b>\$1,249</b>

**We enjoyed working with you!**

**Remit to:**  
Arizona Project WET  
ENVS Business Office  
1140 E. South Campus Drive  
P.O. Box 210036  
Tucson, AZ 85721-0036

**Use this link** to pay your invoice on the APW payment portal.  
Contact [apw\\_bill@list.arizona.edu](mailto:apw_bill@list.arizona.edu) for billing and payment questions.

Tax ID: 74-2652689



**Attachment 2**

**U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions  
(5 pages)**

OMB Approved No. 1505-0271

Expiration Date: April 30, 2025

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: <i>[Recipient to provide]</i>	DUNS Number: <i>[Recipient to provide]</i> Taxpayer Identification Number: <i>[Recipient to provide]</i> Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

\_\_\_\_\_  
Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

\_\_\_\_\_  
Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient’s noncompliance with section 603 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



**Council-Regular Meeting**

C7

**Meeting Date:** 04/07/2026

**To:** Mayor and Council

**Submitted For:** Fausto Burruel, Public Works Director

**From:** Dan Grossman, CIP Process Analyst

**Date:** April 7, 2026

**Strategic Plan Focus Area:**

Not Applicable

**Subject:** Relating to Procurement; approving a change order to the contract with McGann & Associates in the amount of \$14,620 for the Saguaro Bloom Community Park, Ph-2 (PK040); authorizing the transfer of appropriations if necessary for the change order; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Fausto Burruel)

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**Discussion:**

Marana Town Code Section 3-4-7(B)(3) provides that Town Council approval is necessary for change orders that individually or cumulatively exceed the amounts set forth in section 3-4-8(A)(3) of the town code.

The budget for fiscal year 2025-2026 was adopted on June 17, 2025 and included the Town's 5 year CIP program. The Saguaro Bloom Community Park, Ph-2 (PK040) project was properly included within the Town of Marana's FY2026 Capital Improvement Plan.

Effective March 3, 2023, the Town entered into a contract with McGann & Associates to provide professional landscape architectural services for the Saguaro Bloom Community Park, Ph-2 (PK040) project for the amount of \$268,630.00.

Prior to this request, the Town has processed three change orders to this contract in the amount of \$143,580.00 for additional Geotechnical Investigations, redesign of the parking lot and the addition of a Sports Court, for a total contract amount of

\$412,210.00.

An additional change order is now being requested to:  
Prepare an updated aerial drone survey of the project site to evaluate impacts from stockpiling, soil removal and inert materials on the approved grading and drainage design.

This proposed change order will cost an additional \$14,620. Thus, including this proposed change order amount of \$14,620 and the previous change order amount of \$143,580.00, the cumulative amount of change orders for this contract exceeds \$100,000.00 and requires Town Council approval pursuant to MTC 3-4-7(B)(3). This additional proposed change order will bring the total amount of the contract to \$426,830.

**Financial Impact:**

Fiscal Year:	2026
Budgeted Y/N:	Yes
Amount:	\$14,620

Funding for this change order is available within the existing project budget.

**Staff Recommendation:**

Staff recommends approval of the change order to the McGann & Associates contract for the Saguaro Bloom Community Park, Ph-2 (PK040) project in the amount of \$14,620.

**Suggested Motion:**

I move to approve the change order to the contract with McGann & Associates in the amount of \$14,620 for the Saguaro Bloom Community Park, Ph-2 (PK040), to authorize the transfer of appropriations if necessary for the change order, and to authorize the Town Manager or designee to execute the necessary documents to effectuate the change order.

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**Attachments**

*No file(s) attached.*

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**Council-Regular Meeting**

C8

**Meeting Date:** 04/07/2026

**To:** Mayor and Council

**From:** Jill McCleary, Town Clerk

**Date:** April 7, 2026

**Subject:** Approval of Regular Council Meeting Summary Minutes of March 3, 2026 and March 17, 2026 (Jill McCleary)

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**Attachments**

Regular Council Meeting Summary Minutes, 03/03/2026

Regular Council Meeting Summary Minutes, 03/17/2026

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MARANA TOWN COUNCIL  
REGULAR COUNCIL MEETING  
11555 W. Civic Center Drive, Marana, Arizona 85653  
Council Chambers, March 3, 2026, at or after 6:00 PM

Jon Post, Mayor  
Roxanne Ziegler, Vice Mayor  
Patrick Cavanaugh, Council Member  
Patti Comerford, Council Member  
Herb Kai, Council Member  
Teri Murphy, Council Member  
John Officer, Council Member

**SUMMARY MINUTES**

**CALL TO ORDER AND ROLL CALL**

**Mayor Post** called the meeting to order at 6:01 PM and directed the Town Clerk to call the roll. All Council Members were present, constituting a quorum.

**PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE:** Led by **Mayor Post**

**APPROVAL OF AGENDA**

*Vice Mayor Ziegler moved to approve the agenda. Council Member Kai seconded the motion. Motion passed, 7-0.*

**CALL TO THE PUBLIC**

**Mayor Jon Post** noted that a large number of speaker cards had been submitted and announced that the Call to the Public would be limited to 30 minutes. He suggested that speakers keep their comments brief to allow as many individuals as possible the opportunity to speak.

Regular Council Meeting Summary Minutes  
March 3, 2026

Eleven speakers addressed the Council, including **Joel Kordis, Mellodie Stratman, Sandra Joss, Bennett Burke, Colin Mellars, Betsy Brantner Smith, Christopher Puca, Dave Smith, Kimberly McAllister, Stacy Carlson, and Joe Fautz.** The majority of comments related to the potential use of a privately owned detention facility in Marana by U.S. Immigration and Customs Enforcement (ICE). Speakers expressed perspectives both in support of and in opposition to the facility. Additional comments included concerns regarding data center noise and other community issues. Materials related to the data center noise concern were provided to the Town Clerk by speaker **Colin Mellars.**

## PROCLAMATIONS

### MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

**Council Member Kai** reported on the upcoming 10<sup>th</sup> anniversary of the Arizona Veterans' Memorial Cemetery at Marana on March 11.

**Council Member Cavanaugh** reported that he recently participated in a mountain biking activity at Tortolita Preserve with Wheel Fun, a nonprofit that works with schools to encourage cycling. He expressed support for the organization's efforts to promote cycling among youth.

**Mayor Post** recognized his former teacher, **Mike Dyer**, who was present in the audience. He also reminded the community about the upcoming Founders' Day celebration.

### MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

**Town Manager Terry Rozema** reported that the Town issued 93 single-family residential permits in February 2026 compared to 73 in February 2025. He announced that a traveling museum celebrating the 250th anniversary of the United States would be at the Marana Visitor Center on March 4 and March 5. **Mr. Rozema** highlighted a recent episode of *Real Talk with the Town* featuring **Public Works Director Fausto Burruel**, which discussed regional transportation and RTA Next interchange projects. He also congratulated **Police Chief Jeff Pridgett** and the Marana Police Department on the creation of a police bicycle unit. He announced that the State of the Town address is scheduled for April 2, 2026.

## PRESENTATIONS

P1 Presentation: Relating to Finance; presentation, discussion and possible direction on proposed changes to the Town of Marana Comprehensive Fee Schedule and other various rate and fee adjustments (Yiannis Kalaitzidis)

**Finance Director Yiannis Kalaitzidis** presented an overview of proposed changes to the Town's Comprehensive Fee Schedule. A copy of the presentation slides is on file with the Office of the Town Clerk. Please see the presentation slides for detailed information regarding the presentation.

**Mr. Kalaitzidis** explained that the schedule is reviewed annually. He reported that the FY27 update includes 46 proposed changes, consisting of 12 new fees and one eliminated fee. He then went through an overview of the individual fee changes. He noted that the presentation was intended to gather Council feedback before the proposed fee schedule returns for consideration following required stakeholder outreach and statutory notice.

**Council Member Cavanaugh** asked whether the proposed fee increase for new water meters would apply to existing residents requesting a meter or only to new development connections. **Mr. Kalaitzidis** explained that the fee applies to new development connections rather than existing customers.

**Council Member Cavanaugh** also asked about the proposed fee related to minor grading permit revisions. **Mr. Kalaitzidis** referred the question to **Development Services Director Jason Angell**, who explained that the fee would apply when plan revisions require additional staff review but do not require a full permit resubmittal.

## CONSENT AGENDA

C1 Resolution No. 2026-015: Relating to the Marana Police Department; approving and authorizing the Mayor to execute ADOA Agreement Number DBF2025SB1735-RMS18 with the Arizona Department of Administration for funding of a law enforcement records management and data sharing system (Callie LeRoy)

C2 Approval of Regular Council Meeting Summary Minutes of February 17, 2026, and Special Council Meeting / Retreat Summary Minutes of February 11-12, 2026 (Jill McCleary)

*Vice Mayor Ziegler moved to approve the consent agenda. Council Member Cavanaugh seconded the motion. Motion passed, 7-0.*

## LIQUOR LICENSES

## BOARDS, COMMISSIONS AND COMMITTEES

## COUNCIL ACTION

## ITEMS FOR DISCUSSION / POSSIBLE ACTION

Regular Council Meeting Summary Minutes  
March 3, 2026

D1 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's [Marana Current and Proposed Projects](#) internet site (Jason Angell)

**Development Services Director Jason Angell** provided an update on public and private projects and development applications in the Town, as currently listed on the above-referenced website.

D2 Resolution No. 2026-016: Relating to Community Facility Districts; consideration and possible adoption of a resolution ordering and declaring formation of Cascada Community Facilities District (Yiannis Kalaitzidis)

**Finance Director Yiannis Kalaitzidis** introduced Resolution No. 2026-016 relating to the formation of the Cascada Community Facilities District (CFD). He explained that the Town received an application requesting the formation of the district to allow the issuance of debt to acquire eligible public infrastructure associated with the development.

**Mr. Kalaitzidis** introduced **Mark Reeder of Stifel**, who provided an overview of the proposed district. **Mr. Reeder** described the CFD's location, size, purpose, and financing structure. He explained how the district would affect the home-buying process. He noted that the developer would construct infrastructure and could later be reimbursed through district bond proceeds if bonds are issued. A copy of the presentation slides is on file with the Office of the Town Clerk. Please see the presentation slides for detailed information, including maps and summary points.

**Vice Mayor Ziegler** asked about the disclosure and notification of the CFD taxes to potential homebuyers. **Mr. Reeder** said they worked with DR Horton to ensure that sales representatives would inform and educate homebuyers about the CFD. He said there was also a disclosure provided at closing. **Deputy Town Manager Erik Montague** provided additional clarification regarding the structure of the tax rate and its impact on homebuyers.

**Mr. Reeder** explained that DR Horton asked for consideration of a special assessment on each single-family lot in the future. He said it had been brought to the Council before, but that the Town had not previously issued special assessment bonds. **Mayor Post** stated that a special assessment would not be considered unless there were changes allowing for collection through the County's process. Council Members asked several clarifying questions, and a discussion ensued regarding the parameters, benefits, administrative feasibility, and future Council approval of a potential special assessment.

**Council Member Comerford** stated that she wanted homebuyers to be charged the full amount upfront rather than through additional incremental charges.

*Council Member Cavanaugh moved to adopt Resolution No. 2026-016. Council Member Officer seconded the motion. The motion passed, 6-1, with Council Member Comerford voting Nay.*

## EXECUTIVE SESSIONS

Pursuant to A.R.S. § 38-431.03, the Town Council may vote to go into executive session, which will not be open to the public, to discuss certain matters.

E1 Executive Session pursuant to A.R.S. §38-431.03 (A), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).

## FUTURE AGENDA ITEMS

Notwithstanding the Mayor's discretion regarding the items to be placed on the agenda, if three or more Council members request that an item be placed on the agenda, it must be placed on the agenda for the second regular Town Council meeting after the date of the request, pursuant to Marana Town Code Section 2-4-2(B).

**Mayor Post** requested future agenda items. There were no requests for future agenda items from Council Members.

## ADJOURNMENT

**Mayor Post** asked for a motion to adjourn.

*Vice Mayor Ziegler moved to adjourn the meeting. Council Member Officer seconded the motion. Motion passed, 7-0. The meeting was adjourned at 7:29 PM.*

## CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on March 3, 2026. I further certify that a quorum was present.

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Jill McCleary, Town Clerk

Regular Council Meeting Summary Minutes  
March 3, 2026



MARANA TOWN COUNCIL  
REGULAR COUNCIL MEETING  
11555 W. Civic Center Drive, Marana, Arizona 85653  
Council Chambers, March 17, 2026, at or after 6:00 PM

Jon Post, Mayor  
Roxanne Ziegler, Vice Mayor  
Patrick Cavanaugh, Council Member  
Patti Comerford, Council Member  
Herb Kai, Council Member  
Teri Murphy, Council Member  
John Officer, Council Member

### SUMMARY MINUTES

#### CALL TO ORDER AND ROLL CALL

**Mayor Post** called the meeting to order at 6:00 PM and directed the Town Clerk to call the roll. **Vice Mayor Ziegler** and **Council Member Comerford** were absent. All other Council Members were present, constituting a quorum.

**PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE:** Led by **Mayor Post**

#### APPROVAL OF AGENDA

*Council Member Kai moved to approve the agenda with item C2 removed from the Consent Agenda and placed before item A1. Council Member Cavanaugh seconded the motion. Motion passed, 5-0.*

#### CALL TO THE PUBLIC

Eleven speakers addressed the Council, including **Laurie Moore, David Smith, Betsy Brantner Smith, Chris Puca, Kim McAllister, Jackie McGuire, Donna Fine, Harold Joss,**

Regular Council Meeting Summary Minutes  
March 17, 2026

**Joe Fautz, Dennis Shannon, and Colin Mellars.** Members of the public addressed the Council regarding a range of topics, including immigration policies and enforcement, the proposed detention facility, humanitarian and due process concerns, and conditions within detention facilities. Additional comments were made regarding the Town's code of ethics and conduct of elected officials, as well as technical considerations related to data center regulations.

## PROCLAMATIONS

### MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

**Council Member Cavanaugh** reported on recent community events, including attending the 10th anniversary of the Arizona Veterans' Memorial Cemetery, a Northwest Fire awards and recognition event, and a Marana Chamber event at a local business.

**Council Member Murphy** provided a reminder of the upcoming Founders' Day event and highlighted an event hosted by Marana FFA and 4-H participants. She also recognized the Arizona Veterans' Memorial Cemetery.

**Mayor Post** reported on participation in the Arizona Veterans' Memorial Cemetery anniversary event. He also provided an update on voter approval of RTA Next and the anticipated infrastructure improvements that would benefit the Town of Marana.

### MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

**Town Manager Terry Rozema** reported a monthly update on single-family residential permits, noting that 41 permits were issued, compared to 135 in March of the prior year. He announced upcoming community events, including the Concert in the Courtyard event, Founders' Day, and the State of the Town. Additionally, he noted the recent release of a "Real Talk with the Town" podcast episode featuring **Police Chief Jeffrey Pridgett** and **Community & Neighborhood Services Director Lisa Shafer**.

## PRESENTATIONS

P1 Relating to Communications; Presentation and discussion regarding the Town of Marana's Tangerine Interchange Improvements Outreach Strategy (Vic Hathaway)

**Communications Manager Vic Hathaway** presented the outreach strategy for the Tangerine Interchange Improvements project. She provided an overview of construction phases, anticipated traffic impacts, including ramp closures and lane restrictions, and planned communication efforts. She outlined an outreach approach utilizing a project webpage, social media, newsletters, press releases, print materials, and community

engagement opportunities. She introduced a themed campaign called “The Great Tangerine Squeeze.” A copy of the presentation slides is on file with the Town Clerk’s Office. For additional details, please refer to the presentation materials.

**Mayor Post** inquired about anticipated lane closures and potential detour routes, including the use of Avra Valley Road and the feasibility of traffic control improvements at the Marana Road interchange. **Public Works Director Fausto Burruel** responded that lane reductions would be necessary to accommodate construction, detour options were being evaluated, and certain traffic control measures would be limited due to infrastructure constraints.

**Council Member Kai** asked about reducing traffic speeds through the Marana Road interchange during construction. **Mr. Burruel** stated that staff would evaluate traffic conditions and consider appropriate measures.

**Council Member Cavanaugh** raised concerns regarding visibility when turning at the Marana Road interchange, routing traffic to alternative corridors, and challenges with the project. **Mr. Burruel** acknowledged the challenges and noted that the Town was evaluating options to minimize congestion and prevent traffic from backing up onto the interstate.

## CONSENT AGENDA

C1 Ordinance No. 2026.006: Relating to Land Development; amending Town Code Title 17 (Land Development), Chapter 17-13 (Standards for Grading and Site Work); revising section 17-13-5 “Submittal and procedures; general” to revise provisions related to permit expiration and extension, and to add provisions related to permit reactivation; revising section 17-13-7 “Submittals and procedures: major grading type 2” to add provisions for at-risk permit revocations; and designating an effective date (Jane Fairall)

C2 Resolution No. 2026-017: Relating to Mayor and Council; approving the updated Town of Marana Code of Principle- and Ethics-Centered Governance (Jane Fairall)

C3 Resolution No. 2026-018: Relating to Real Estate; approving the established administrative process for the issuance of right-of-way license agreements for landscaping, irrigation, hardscape, drainage, decorative and interim driveway, entry monumentation, signage and other privately-owned improvements within the public right-of-way; and authorizing the Town Engineer and the Town Director of Public Works to execute right-of-way license agreements on behalf of the Town under appropriate circumstances (Jane Fairall)

C4 Approval of Regular Council Meeting Summary Minutes of March 3, 2026 (Jill McCleary)

*Council Member Kai moved to approve items C1 and C3. Council Member Murphy seconded the motion. Motion passed, 5-0.*

## LIQUOR LICENSES

## BOARDS, COMMISSIONS AND COMMITTEES

## COUNCIL ACTION

C2 Resolution No. 2026-017: Relating to Mayor and Council; approving the updated Town of Marana Code of Principle- and Ethics-Centered Governance (Jane Fairall)

**Town Attorney Jane Fairall** explained that the Code, originally adopted in 2009, had been reviewed for potential updates and that proposed revisions were discussed at a Council Retreat held in February. **Ms. Fairall** noted that a proposed change to the nepotism policy had been included in the updates but not discussed at the retreat, and she acknowledged this oversight. She further stated that the change had not been requested by any member of the Council. **Ms. Fairall** explained that the proposed revision would have created an exception for certain committees that allowed direct appointments without a competitive process. She recommended removing the proposed change and maintaining the existing nepotism policy.

**Council Member Cavanaugh** expressed concerns regarding the proposed nepotism language and indicated support for removing the revision. **Mr. Rozema** provided additional context and noted that the recommendation was intended to address challenges in filling vacancies on a specific advisory committee.

**Mayor Post** asked how the nepotism policy would be affected in the absence of the proposed change. **Ms. Fairall** clarified that removing the proposed language would result in no changes to the current nepotism provisions.

*Mayor Post moved to adopt Resolution No. 2026-017 without the updated provision relating to nepotism. Council Member Cavanaugh seconded the motion. Motion passed, 5-0.*

A1 PUBLIC HEARING: Ordinance No. 2026.007: Relating to Land Development; amending Marana Town Code Title 17 (Land Development), Chapter 17-6 (General and Miscellaneous Development Regulations) by amending Section 17-6-14 "Accessory Dwelling Units" to revise the definition of "Restricted-affordable dwelling unit", to clarify provisions related to the use of accessory dwelling units as short-term rentals, and  
Regular Council Meeting Summary Minutes  
March 17, 2026

to update an exception for land in the vicinity of a public airport; making conforming revisions to title 9 (Business Regulations), chapter 9-14 (Short-Term and Vacation Rentals), section 9-14-9 "Compliance with laws; prohibited uses; accessory dwelling units" regarding the use of accessory dwelling units as short-term rentals; and designating an effective date (Jane Fairall)

**Mayor Post** opened the public hearing at 7:10 PM.

**Ms. Fairall** explained that the proposed amendments update the Town's regulations on accessory dwelling units (ADUs) to align with recent state law changes. She noted that the ADU regulations will not take effect until the Town reaches a population of 75,000. A copy of the presentation slides is on file with the Town Clerk's Office. For additional details, please refer to the presentation materials.

**Council Member Cavanaugh** asked about the anticipated location for ADUs. **Ms. Fairall** stated that ADUs were not currently being developed due to the population threshold not yet being met and noted that many areas of the Town, including master planned communities, may not be impacted.

**Mayor Post** asked how the ordinance would apply to future specific plans once the population threshold was reached. **Ms. Fairall** stated that specific plans may have their own zoning regulations and that applicability would need to be evaluated at that time.

**Mayor Post** closed the public hearing at 7:15 PM.

*Council Member Kai moved to adopt Ordinance No. 2026.007. Council Member Officer seconded the motion. Motion passed, 5-0.*

## ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Legislation and Government Actions; discussion and possible action or direction regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of other governmental bodies (Terry Rozema)

**Mr. Rozema** provided an update on pending state legislation impacting municipalities, including bills related to planned community design standards, development and impact fees, and limitations on the ability of municipalities to adopt or increase taxes and fees without voter approval. He noted that the Town had taken positions in opposition to these measures due to potential impacts on local control, infrastructure funding, and fiscal flexibility.

D2 Relating to Budget; discussion, direction and possible action regarding development of the fiscal year 2026/2027 budget, including proposed budget initiatives and expenditures (Terry Rozema)

**Mr. Rozema** introduced the item and noted that it would be a standing agenda item for upcoming meetings to allow Council the opportunity to provide input on the development of the fiscal year 2026/2027 budget.

## EXECUTIVE SESSIONS

**Mayor Post** asked for a motion to go into executive session.

*Council Member Cavanaugh moved to go into executive session. Council Member Officer seconded the motion. Motion passed, 5-0.*

*[Council Member Kai declared a conflict of interest on Item E3 and stepped down from the dais at 7:19 PM.]*

*[An executive session on Items E2 and E3 below was held beginning at 7:22 PM and concluding at 7:41 PM.]*

Once back in open session, **Ms. Fairall** asked for motions to direct staff to proceed as discussed in the Executive Sessions.

*Council Member Cavanaugh moved to direct staff to proceed as discussed in Executive Session E2. Council Member Officer seconded the motion. Motion passed, 4-0.*

*Council Member Cavanaugh moved to direct staff to proceed as discussed in Executive Session E3. Council Member Officer seconded the motion. Motion passed, 4-0.*

Pursuant to A.R.S. § 38-431.03, the Town Council may vote to go into executive session, which will not be open to the public, to discuss certain matters.

E1 Executive Session pursuant to A.R.S. §38-431.03 (A), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).

E2 Executive session pursuant to A.R.S. § 38-431.03(A)(3) & (4) for discussion or consultation with the Town's attorneys to consider the Council's position and instruct the Town's attorneys regarding pending litigation related to Unrein v. Town of Marana, et al., Pima County Superior Court case number C20254246.

E3 Executive session pursuant to A.R.S. § 38-431.03(A)(3) & (4) for discussion or consultation with the Town's attorneys to consider the Council's position and instruct the Town's attorneys regarding pending litigation related to Marana Citizens for Ethical and Transparent Government, et al. v. Town of Marana, et al., Pima County Superior Court case number C20261567, and Fremont Peak Properties, LLC v. Town of Marana, et al., Pima County Superior Court case number C20261773.

## **FUTURE AGENDA ITEMS**

Notwithstanding the Mayor's discretion regarding the items to be placed on the agenda, if three or more Council members request that an item be placed on the agenda, it must be placed on the agenda for the second regular Town Council meeting after the date of the request, pursuant to Marana Town Code Section 2-4-2(B).

**Mayor Post** requested future agenda items. There were no requests for future agenda items from Council Members.

## **ADJOURNMENT**

**Mayor Post** asked for a motion to adjourn.

*Council Member Murphy moved to adjourn the meeting. Council Member Officer seconded the motion. Motion passed, 4-0. The meeting was adjourned at 7:43 PM.*

## **CERTIFICATION**

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on March 17, 2026. I further certify that a quorum was present.

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Jill McCleary, Town Clerk