



## Governing Board Agenda Item

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Meeting Date: May 14, 2026

From: Mark Goligoski, Assistant Superintendent

Subject: Renewal of Intergovernmental Agreement with Town of Marana and Northwest Fire District

Priority: To plan for future needs in a proactive, accountable manner

Consent  Action  Discussion

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### Background:

This is a renewal of a previously approved Intergovernmental Agreement that formally allows the Town of Marana to provide the District with the use of certain Town facilities, such as the Council chambers and equipment for school events, and may waive permit and use fees.

The use of the Marana Aquatic and Recreation Center (MARC) by Marana Unified School District is not included in the agreement, as we are currently discussing utilizing the facility as an evacuation and reunification center for some of our larger facilities such as Marana High School and Marana Middle School. The use of the facility for this purpose will require an agreement similar to the one we have in place with the American Red Cross.

The attached agreement also allows Town of Marana Departments, such as Parks and Recreation, to continue to use District facilities for their programs. The Parks and Recreation program will, however, reimburse the District for all costs associated with utilities.


This agreement also allows Northwest Fire District to use District facilities for meetings and training programs. In return, Northwest Fire District may waive fees to the District associated with plan review and permitting.

The Marana Town Council and the Northwest Fire Board have approved the agreement.

District legal counsel reviewed the original agreement. Only dates and minor wording changes were made. This renewal will be in effect for four years.

### Recommended Motion:

I move that the Governing Board approve the Intergovernmental Agreement among the Town of Marana, Northwest Fire District, and Marana Unified School District for Development Review and Inspection, Facility Use, and General Cooperation, as attached.

Approved for transmittal to the Governing Board:   
Dr. Daniel Streeter, Superintendent

*Questions should be directed to: Mark Goligoski, Assistant Superintendent*  
*Phone: (520) 682-4757*

**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



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

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

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

ATTEST:

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

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

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

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

ATTEST:

\_\_\_\_\_  
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:**

  
\_\_\_\_\_  
Lisa Anne Smith, Attorney for the District

05/05/2026  
\_\_\_\_\_  
Date

**Northwest Fire District:**

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

\_\_\_\_\_  
Date