



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: 12/05/2023

or Procurement Director Award:

\* = Mandatory, information must be provided

**\*Contractor/Vendor Name/Grantor (DBA):**

Tucson Unified School District

**\*Project Title/Description:**

Intergovernmental Agreement between Pima County and the Tucson Unified School District for Firearm Safety at TUSD Schools

**\*Purpose:**

Pima County and the Tucson Unified School District wish to utilize this IGA to coordinate and establish a firearm safety pilot program to make firearm locks available at Tucson Unified School District schools, as well as to promote gun safety in schools.

**\*Procurement Method:**

This IGA is a non-Procurement agreement and is not subject to Procurement Rules.

**\*Program Goals/Predicted Outcomes:**

Pima County and Tucson Unified School District will will work together in good faith to provide gun locks at Tucson Unified School District Schools to be available for parents or guardians in need, as well as provide gun safety promotional and education content shared by PCAO at Tucson Unified School District's discretion.

**\*Public Benefit:**

An increase in public safety by providing resources such as gun locks and gun safety promotional and educational content at Tucson Unified School District campuses.

**\*Metrics Available to Measure Performance:**

Pima County and the Tucson Unified School District will successfully hand out gun locks at Tucson Unified School District campuses as well as provide promotional and educational gun safety content as shared by Pima County.

**\*Retroactive:**

No.

TO: LOB 11-21-23(1)  
Vers: 1  
Pgs: 5

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: CTN Department Code: PCA Contract Number (i.e., 15-123): 24-077
Commencement Date: 12/05/2023 Termination Date: 06/30/2024 Prior Contract Number (Synergen/CMS):
Expense Amount \$ Revenue Amount: \$ 0.00

\*Funding Source(s) required: N/A

Funding from General Fund? Yes No If Yes \$ %
Contract is fully or partially funded with Federal Funds? Yes No
If Yes, is the Contract to a vendor or subrecipient?
Were insurance or indemnity clauses modified? Yes No
Vendor is using a Social Security Number? Yes No

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
Expense Revenue Increase Decrease
Amount This Amendment: \$

Is there revenue included? Yes No If Yes \$
\*Funding Source(s) required:
Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
Match Amount: \$ Revenue Amount: \$

\*All Funding Source(s) required:
\*Match funding from General Fund? Yes No If Yes \$ %
\*Match funding from other sources? Yes No If Yes \$ %
\*Funding Source:

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Deimos Thorne
Department: PCAO Civil Division

Telephone: (520) 724-8274

Department Director Signature: [Signature]

Date: 11/17/23

Deputy County Administrator Signature: [Signature]

Date:

County Administrator Signature: [Signature]

Date: 11/21/2023

**Intergovernmental Agreement  
between  
Pima County and Tucson Unified School District  
for  
Firearm Safety at TUSD Schools**

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 Tucson Unified School District ("TUSD") pursuant to A.R.S. § 11-952.

**1. Background.**

- 1.1. County and TUSD 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.
- 1.2. County is responsible for adopting provisions necessary to preserve the health of the county, and provide for the expenses thereof, pursuant to A.R.S. § 11-251(17).
- 1.3. The Pima County Attorney's Office (PCAO) is establishing a firearm safety pilot program to make firearm locks available at TUSD schools.
- 1.4. TUSD is responsible for the health and safety of pupils and employees of its schools pursuant to A.R.S. § 15-341.
- 1.5. On July 11, 2023, the Tucson Unified School District Governing Board (TUSD) adopted a resolution supporting the secure storage of firearms as a part of reducing accidental injuries and deaths, suicides, and gun violence. The resolution authorized the Superintendent to collaborate with local law enforcement on the effort to inform the community about secure firearm storage best practices.

**2. Purpose.** County and TUSD want to promote gun safety in schools by making firearm locks more accessible at TUSD schools.

**2.1. TUSD Responsibilities.**

- 2.1.1. Keep firearm locks in the school office for parents or guardians who would like to request one at no charge and with no questions asked by school staff.
- 2.1.2. Return any undistributed locks to PCAO.
- 2.1.3. At its discretion, post gun safety promotional and educational content shared by PCAO.

**2.2. County Responsibilities.** County will, through PCAO:

- 2.2.1. Provide ten firearm locks to TUSD for each TUSD school during the 2023-24 school year. PCAO may provide more than ten firearm locks to TUSD depending on PCAO resources and TUSD needs but is not obligated to provide additional firearm locks.
- 2.2.2. Provide gun safety promotional and educational content to TUSD.

3. **Financing.** This IGA is neither a fiscal nor a funds obligation document. All terms related to funding and to any exchange of monies between the Parties with respect to each Party's provision of services under this Agreement will be negotiated and entered into by separate agreements, and signed by each Party's authorized signatory, describing the terms of the arrangement including, as applicable: the scope of work, deliverables, budget, payment schedule, and other obligations. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the Parties to this Agreement will be handled in accordance with each Party's applicable laws, regulations, and procedures.
4. **Term.** This IGA will be effective on the date it is fully executed by both parties and will continue until June 30, 2024 unless it is, prior to the expiration of such period, terminated or extended. This IGA may be terminated by either party for any reason with ten days written notice the other party. This IGA may be extended by agreement of the other parties in accordance with A.R.S. § 11-952.
5. **Disposal of Property.** Upon the termination of this IGA, all property involved, other than any firearm locks already distributed by TUSD to parents or guardians, will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
6. **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.
7. **Insurance.** Each party warrants that it is self-insured or otherwise maintains adequate insurance to fully cover its liability under this IGA.
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. **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 TUSD Governing

Board 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.

13. **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.
14. **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.
15. **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.
16. **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:**

Sofia Blue  
Community Engagement  
Coordinator  
32 North Stone Avenue  
Tucson, AZ 85701

**TUSD:**

Joseph Hallums  
Director of School Safety  
1010 E. 10<sup>th</sup> Street  
Tucson, AZ 85719

17. **Amendment.** This IGA may only be modified, amended, altered or changed by written agreement signed by the parties.
18. **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.
19. **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.
20. **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.

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).

**PIMA COUNTY**

**TUCSON UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
Adelita S. Grijalva, Chair  
Board of Supervisors

  
\_\_\_\_\_  
Dr. Ravi Shah, President  
Governing Board

\_\_\_\_\_  
Date

11/14/2023  
\_\_\_\_\_  
Date

ATTEST

ATTEST

\_\_\_\_\_  
Melissa Manriquez, Clerk of the Board

  
\_\_\_\_\_  
Val Romero, Governing Board Clerk

**Approval**

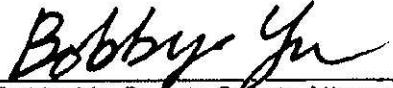
The foregoing Intergovernmental Agreement between Pima County and the Tucson Unified School District has been reviewed by the undersigned and is hereby approved as to content.

  
\_\_\_\_\_  
Laura Conover, County Attorney

**Intergovernmental Agreement Determination**


The foregoing Intergovernmental Agreement between Pima County and the Tucson Unified School District 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:**



\_\_\_\_\_  
Bobby Yu, Deputy County Attorney

**TUCSON UNIFIED SCHOOL DISTRICT:**



\_\_\_\_\_  
Robert S. Ross, Jr., General Counsel