



## BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 10/04/2022

\* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Sheriff's Auxiliary Volunteers of Green Valley District Area, Inc.

**\*Project Title/Description:**

Agreement for Pima County to provide property Loss Protection to Sheriff's Auxiliary Volunteers vehicles under certain circumstances

**\*Purpose:**

Property Loss Protection – Green Valley SAV vehicles.

**\*Procurement Method:**

Procurement Exempt D29.4.

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

Green Valley Sheriff Auxiliary Volunteers provide assistance to the Pima County Sheriff's Department and the citizens of Pima County.

**\*Public Benefit:**

Green Valley Sheriff Auxiliary Volunteers provide assistance to the Pima County Sheriff's Department and the citizens of Pima County in providing crime prevention and law enforcement support services in unincorporated area of Green Valley.

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

Safe driving and availability to respond in a timely manner.

**\*Retroactive:**

Yes. Received all necessary signatures at the beginning of September 2022.

TO: COB 9/20/22 (1)  
vers: 1  
pgs: 4

SEP20'22AM0855 PD

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: CT Department Code: SD Contract Number (i.e., 15-123): 22\*415  
Commencement Date: 07/01/2022 Termination Date: 06/30/2023 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount \$ 200,000.00 \* ☒ Revenue Amount: \$ 3,412.20

**\*Funding Source(s) required: Risk Management - Self Insured Trust Fund**

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

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

**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)**

☐ Award ☐ Amendment

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: Bonnie Schaeffer

Department: Sheriff

Telephone: 520-351-6374

Department Director Signature: \_\_\_\_\_

Date: 9/13/2022

Deputy County Administrator Signature: \_\_\_\_\_

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

County Administrator Signature: \_\_\_\_\_

Date: 9/14/2022

**AGREEMENT FOR PIMA COUNTY TO PROVIDE  
PROPERTY LOSS PROTECTION  
TO  
SHERIFF'S AUXILIARY VOLUNTEERS VEHICLES  
UNDER CERTAIN CIRCUMSTANCES  
CT-SD-22\*415**

This Agreement is entered into effective the 1<sup>st</sup> day of July, 2022, by and between Pima County, Arizona, a body politic and corporate ("County") and the Sheriff's Auxiliary Volunteers of Green Valley District Area, Inc. ("SAV") in consideration of the following recitals:

**WHEREAS**, Pursuant to A.R.S §11-981, Pima County has established a self-insurance program, codified in Chapter 3.04 of the Pima County Code, to provide payment of any property loss sustained or lawful claim of liability made against the County or its employees or officers while acting in the scope of employment or authority, and

**WHEREAS**, Pima County Code §3.04.140(C) extends coverage under the self-insurance program to authorized volunteers working under the direction of the officer, employee or agent of the County, and

**WHEREAS**, SAV is a nonprofit volunteer organization created to assist the Pima County Sheriff's Department in providing crime prevention and law enforcement support services in the unincorporated area of Green Valley, and

**WHEREAS**, SAV provides assistance and benefits to the Pima County Sheriff's Department and the citizens of Pima County by their assistance, and

**WHEREAS**, the Sheriff of Pima County desires to provide SAV with property loss protection for official vehicles utilized while providing authorized assistance,

**NOW THEREFORE, THE PARTIES AGREE** as follows:

1. Except as hereinafter provided, County agrees to pay for repairs to SAV vehicles made necessary as the result of any accidental damage which occurs while the vehicles are used in the performance of volunteer services authorized by the Pima County Sheriff's Department. If the estimated cost of repairs exceeds the fair market value of the damaged vehicle, County, at its option, may pay the SAV the fair market value for the vehicle.
2. The obligation set forth in Paragraph 1 herein shall only be effective to the extent that the amount of repairs due and payable for each vehicle for each accident exceeds the amount of five hundred (\$500.00) dollars.

3. Either Party may terminate this agreement at any time. The terminating Party shall provide thirty days notice to the other Party of its intent to terminate.
4. This agreement shall commence July 1, 2022, and shall continue through June 30, 2023 unless terminated as specified in paragraph 3. This agreement may be extended for four additional one-year periods or any portion thereof. Any extension shall be in writing executed by the governing boards of the parties.
5. This agreement applies only to the following vehicles:
  - a. 2017 Ford Explorer, VIN 1FM5K8AR2HGC35462, AZ Plate CAC5961
  - b. 2019 Chevy Tahoe, VIN 1GNLCDEC2KR311806, AZ Plate CMK8537
  - c. 2019 Chevy Tahoe, VIN 1GNLCDEC5KR312867, AZ Plate CMK8538
  - d. 2018 Ford Interceptor, VIN 1FM5K8ARXJGB12952, AZ Plate CGB0760
  - e. 2016 Ford Explorer, VIN 1FM5K8AR2GGC50686, AZ Plate BTB4729
  - f. 2017 Ford Explorer, VIN 1FM5K8AR4HGC35463, AZ Plate CAC5960
  - g. 2020 Chevy Tahoe, VIN 1GNLCDEC0LR306833, AZ Plate FYA3APA
  - h. 2016 Ford Explorer, VIN 1FM5K8AR4GGC61852, AZ Plate BTB4730
  - i. 2018 Ford Explorer, VIN 1FM5K8AR1JGB12953, AZ Plate CGB0761
  - j. 2020 Chevy Tahoe, VIN 1GNLCDEC2LR306641, AZ Plate J5A4AGA
  - k. 2019 Club Car Transporter, VIN A5CUBB2DAKA980024, AZ Plate 3MC1H6
  - l. 2020 PJ Trailer, VIN 3CVU714XL2599150, AZ Plate 38800H
6. County agrees to provide annual coverage with a \$500.00 deductible per occurrence to include \$200,000 general aggregate for property loss and sustained auto liability insurance coverage of not less than one million dollars (\$1,000,000.00) general aggregate. The SAV annual premium for this coverage is the same premium allocation as calculated for County vehicles. The current County allocation calculation is the rate per vehicle based on the premium as determined by the insurance underwriter.
7. As a participant in the County's driving program, the SAV and County agree to the following:
  - a. SAV reimburses County for the purchase of GPS equipment, installation and maintenance to GPS units as required in all County insured SAV vehicles.
  - b. County Fleet Services installs, maintains and removes the GPS units. The cost of purchase and installation of GPS is currently \$280.00 per vehicle.
  - c. SAV reimburses County for the monthly airtime fee for network service and data collection charged by the vendor for the SAV GPS equipment.
  - d. County Fleet Services manages the GPS software, database deactivations and the ordering of new units, if required. Risk Management provides to the appropriate SAV individuals GPS training and direct access to the GPS software.

- e. SAV agrees to have all drivers abide by County driving Administrative Procedures including having their driving record reviewed annually by the County.
  - f. County investigates driving behavior in County insured vehicles that may appear unsafe or non-work related. Risk management will notify the appropriate SAV contact regarding any questionable driving behavior.
  - g. PCSD and the Risk Manager will review SAV accidents to determine if the accident was preventable or non-preventable as defined by the County.
8. SAV agrees that County is hereby granted subrogation rights against third parties as to any claim for which County has paid or incurred an obligation under this agreement.
9. This agreement applies only to any loss occurring during the use of the aforementioned vehicles in an official capacity authorized by the Sheriff of Pima County or his agents.
10. All communications regarding this agreement shall be made to:

FOR SAV: President, SAV Pima County  
1650 E. Benson Hwy, Suite B.  
Tucson, AZ 85714

FOR PIMA COUNTY: Maria Luna, Risk Manager  
130 W. Congress  
Admin 6<sup>th</sup> Floor  
Tucson, AZ 85701

11. SAV agrees to document the daily vehicle checks and immediately report to Pima County Sheriff's Department Communications and Risk Management any incident or accident, which SAV believes, is covered by this agreement. SAV agrees to provide a completed accident report to Pima County Risk Management no later than three days after any incident or accident, which SAV believes, is covered by this agreement. SAV agrees to provide Pima County Risk Management with any and all information which may be needed to evaluate any claim or loss under this agreement.
12. This agreement is subject to the provisions of A.R.S. §38-511.
13. SAV shall comply with all applicable provisions of the Americans with Disabilities Act and all applicable federal regulations under the Act including CFR Parts 35 & 36.

**Pima County**

\_\_\_\_\_  
Chairman, Pima County Board of  
Supervisors

\_\_\_\_\_  
Date

**Attest:**

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

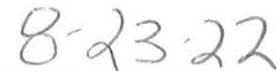
  
\_\_\_\_\_  
Director, Pima County Finance and  
Risk Management

**Approved as to Form:**

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

**SAV (Pima County)**

  
\_\_\_\_\_  
SAV, President

  
\_\_\_\_\_  
Date