



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

Award Contract Grant

Requested Board Meeting Date: 09/05/17

* = Mandatory, information must be provided

or Procurement Director Award

*Contractor/Vendor Name/Grantor (DBA):

Green Valley Sheriff Auxiliary Volunteers

*Project Title/Description:

Property Loss Protection - Green Valley SAV Vehicles

*Purpose:

Property Loss Protection - Green Valley SAV Vehicles

*Procurement Method:

Procurement Exempt D29.4

*Program Goals/Predicted Outcomes:

Support departments law enforcement

*Public Benefit:

Support departments law enforcement

*Metrics Available to Measure Performance:

Safe driving and availability to respond in a timely manner

*Retroactive:

Received signed agreement 7/21/17

*TO: COB 8-11-17 (1)
VERS: 1
PGS: 4*

Contract / Award Information

Document Type: CT Department Code: SD Contract Number (i.e.,15-123): 18*041

Effective Date: 07/01/17 Termination Date: 06/30/18 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 200,000.00 Revenue Amount: \$ 7495.00

*Funding Source(s) required: General Fund

Funding from General Fund? Yes No If Yes \$ 200,000.00 % _____

Contract is fully or partially funded with Federal Funds? Yes No

*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 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or 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): _____

Effective 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: 351-6374

Department Director Signature/Date: Jessie Gates 8/4/2017

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. D. Buckley 8/9/17

(Required for Board Agenda/Addendum Items)

**AGREEMENT FOR PIMA COUNTY TO PROVIDE
PROPERTY LOSS PROTECTION
TO
SHERIFF'S AUXILIARY VOLUNTEERS VEHICLES
UNDER CERTAIN CIRCUMSTANCES**

This Agreement is entered into effective the 1st day of July, 2017, 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 an 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, 2017, and shall continue through June 30, 2018, 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:
 - i. 2013 Ford Explorer, VIN 1FM5K7AR0DGA22269, AZ Plate AVX2829.
 - ii. 2013 Ford Explorer, VIN 1FM5K7AR7DGA22270, AZ Plate AVX2830.
 - iii. 2009 Ford LTD Police Interceptor, VIN 2FAHP71V49X140915, AZ Plate AFV-6639.
 - iv. 2009 Ford LTD Police Interceptor, VIN 2FAHP71V89X140917, AZ Plate AFV-6641.
 - v. 2008 Dodge Durango, VIN 1D8HD48268F100523, AZ Plate ACP-2920.
 - vi. 2008 Dodge Durango, VIN 1D8HD48218F114748, AZ Plate AAS-5101
 - vii. 2004 Ford F-150 Pickup, VIN 1FTVX12524NB77240, AZ Plate 423-NBG.
 - viii. 2016 Ford Explorer, VIN 1FM5K8AR2GGC50686, AZ Plate BTB4729
 - ix. 2016 Ford Explorer, VIN 1FM5K8AR2GGC61852, AZ Plate BTB4730
 - x. 2017 Ford Explorer, VIN 1FM5K8AR4HGC35463, AZ Plate CAC5960
 - xi. 2017 Ford Explorer, VIN 1FM5K8AR4HGC35462, AZ Plate CAC5961
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 for 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 \$318.00 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 Risk Management 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: | Edward Kapusinski
Commander, SAV Green Valley
601 N. La Canada Dr.
Green Valley, AZ 85614 |
| FOR PIMA COUNTY: | Lauren Eib, Risk Manager
130 W. Congress
Admin 6 th 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

SAV (Green Valley)

Chairman, Pima County Board of Supervisors

H. Marie Miller V.P.

Charles Winkenwerder, President

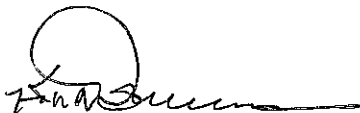
Date

July 19, 2017

Date

Attest:

Clerk of the Board



Director, Pima County Finance and Risk Management

Approved as to Form:



Deputy County Attorney