



BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: 7/2/13

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

The Sheriff's Auxiliary Volunteers perform many duties that would have to be done by commissioned officers if the SAV did not exist. Risk Management covers the SAV vehicles for repairs made necessary as a result of accidental damage that occurs while vehicles are used in the performance of voluntary duties for the Pima County Sheriff Department.

CONTRACT NUMBER (If applicable):

STAFF RECOMMENDATION(S):

Mocure Dept 06/04/13 PM 03:02

CORPORATE HEADQUARTERS: 1650 E. BENSON HWY, SUITE B, TUCSON AZ 857

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Ver. 1 To: COB. 6-19-13 Vardor-1 Agenda 7-2-13

CLERK OF BOARD USE ONLY: BOS MTG.	
ITEM NO	
PIMA COUNTY COST: NTE \$60,000.00 and/or REVENUE TO PIMA COUNTY: \$ N/A	
FUNDING SOURCE(S): SELF INSURANCE TRUST FUND (i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)	
Advertised Public Hearing: YES X NO	
Board of Supervisors District:	
1 2 3 4 5 All	
IMPACT:	
IF APPROVED:	
IF DENIED:	
DEPARTMENT NAME:	
CONTACT PERSON: Bonnie Schaeffer TELEPHONE NO.: 351-6374	

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

WHEREAS, the Sheriff's Auxiliary Volunteers of Pima County Inc., hereinafter referred to as "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 Tucson metropolitan area, and

WHEREAS, the 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 these vehicles,

NOW THEREFORE, IT IS HEREBY AGREED as follows:

- 1. Except as hereinafter provided Pima County agrees to pay for repairs to SAV vehicles made necessary as the result of the accidental damage which occurs while the vehicles are used in the performance of volunteer services for the Pima County Sheriff's Department. If the estimated cost of the repairs exceeds the fair market value of the vehicles, the County, at its option, may pay the fair market value for the vehicles.
- 2. The obligation set forth in paragraph number one herein shall only be effective to the extent that the amount due and payable for each vehicle for each accident exceeds the amount of five hundred (\$500.00) dollars.
- This agreement may be terminated at any time by Pima County.
- 4. This agreement shall commence July 1, 2013 and shall continue through June 30, 2014, with an option to renew for four additional one-year periods, unless otherwise terminated as specified in Article 3.
- 5. This agreement applies only to the following vehicles:
 - 1. 1997 Jeep 4X4 Wagon, VIN 1J4FJ68S2VL509667, AZ License # SAV4.
 - 2. 2005 Chevy 1 Ton, AZ Plate # SAV6.
 - 3. 2003 Ford Explorer, AZ License # SAV7
 - 4. 2004 Ford Freestar Van, AZ License# SAV11
 - 5. 1994 Command Center, AZ License # PS501A
 - 6. 2005 Chevy CP Bravo, AZ License #G438DT
 - 7. 1997 Jeep 4X4 Wagon, AZ License # SAV5
 - 8. 2004 Ford Explorer, AZ License #SAV 8

9. 2003 Ford Explorer, AZ License #SAV9

10. 2009 Toyota Prius, AZ License #G725CW

11. 2009 Toyota Prius, AZ License #G603P

12. 2009 Toyota Prius, AZ License #G174FN

13. 2009 Toyota Prius, AZ License #G529FC

14. 2007 Toyota Prius, AZ License #G259GL

15. 2006 Ford Expedition, AZ License #G115EV

16. 2009 Toyota Prius, AZ License #G263GL

17. 2007 Toyota Prius, AZ License #G530FC

- 6. This contract shall not exceed \$60,000
- SAV agrees that Pima County is hereby granted subrogation rights against third parties as to a claim for which Pima County has incurred an obligation hereunder.
- 8. This agreement does not apply to any loss occurring during the use of the aforementioned vehicles except loss occurring during a use authorized by the Sheriff of Pima County or his authorized agents.
- ALL communications in respect to this agreement shall be made to:

FOR SAV

Frederick Webster

President, SAV - Tucson

1650 E. Benson Highway, Suite B

Tucson, AZ 85714

FOR PIMA COUNTY

Lauren Eib

130 W. Congress Admin 6th Floor Tucson, AZ 85701

- 10. SAV agrees to immediately report to Pima County Sheriff's Department Communications any incident of accidental property damage, which they believe is covered by this agreement. SAV agrees to notify Pima County Risk Management within three days of any accidental property damage, which they believe 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 hereunder.
- 11. This contract is subject to the provisions of A.R.S. §38-511.

12.	This contract shall comply with all applicable provisions of the Americans with
	Disabilities Act (Public Law, 101-336, U.S.C. 12101 12213) and all applicable
	Federal Regulations under the Act including 28 CFR Parts 35 & 36.

SAV (TUCSON)

Name and Title

Date: 5/09/13

PIMA COUNTY	
Chair, Board of Supervisors	
Date:	
ATTEST	
Clerk of the Board	
Date:	
APPROVED AS TO FORM	
Deputy County Attorney	
Date: <u>5/31/13</u>	