



Contract Number: CTSD-134811  
Effective Date: 7-1-13  
Term Date: 6-30-14  
Cost: \$100,000  
Revenue: \_\_\_\_\_  
Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
Action: 4-1-14  
Renewal By: \_\_\_\_\_  
Term: 6-30-14  
Reviewed by: DK

## **BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: 12/3/13

### **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):

CORPORATE HEADQUARTERS: 1650 E. BENSON HWY, SUITE B, TUCSON AZ 85714

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Pgs 3

To: COB

Agenda- 11-20-13  
12-3-13  
(3)

NEW 2013M12022 POC CLK OF ED

Procure Dept 11/01/13 PM0247

CLERK OF BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM NO. \_\_\_\_\_

PIMA COUNTY COST: NTE \$100,000.00 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
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Board of Supervisors District:

1		2		3		4		5		All	
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IMPACT:

IF APPROVED:

IF DENIED:

DEPARTMENT NAME:

CONTACT PERSON: Bonnie Schaeffer TELEPHONE NO.: 351-6374

<b>CONTRACT</b>	
NO. <u>CT-SD-13000000000000000000 811</u>	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this	

**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, 2013 by and between Pima County, Arizona, a body politic and corporate ("County") and the Sheriff's Auxiliary Volunteers of Pima County 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 Tucson metropolitan area, 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 vehicle, County, at its option, may pay 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. County may terminate this agreement at any time.
4. This agreement shall commence July 1, 2013 and shall continue through June 30, 2014, with automatic renewal for four additional one-year periods, unless otherwise terminated as specified in Paragraph 3.

5. This agreement applies only to the following vehicles:
1. 1999 Jeep 4X4 Wagon, VIN 1JF4J68S2VL509667, AZ License # SAV4.
  2. 2005 Chevy 1 Ton, VIN 1GBJG31U851169983, AZ Plate # SAV6.
  3. 2003 Ford Explorer, VIN 1FMZU62K932B48480, AZ License # SAV7
  4. 2004 Ford Freestar Van, VIN 2FMZA50614BA42392, AZ License# SAV11
  5. 1997 Jeep 4X4 Wagon, VIN 1J4FF28S0XL658902, AZ License # SAV5
  6. 2004 Ford Explorer, VIN 1FMZU62K54ZA18908, AZ License #SAV 8
  7. 2004 Ford Explorer, VIN 1FMZU62K94ZA52169, AZ License #SAV9
  8. 1994 Jeep Cherokee, VIN 1JF4J6739RL184992, AZ License #SAV 3
  9. 1998 Ford Crown Victoria, VIN 2FAFPT1W124439, AZ License #808-BMH
  10. 1999 Ford Crown Victoria, VIN 2FAFPT1W1XX112124, AZ License #AAC8377
6. The total amount payable by County under this agreement shall not exceed \$100,000.
7. 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 hereunder.
8. 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.
9. ALL communications in respect to this agreement shall be made to:
- |                 |                                                                                                     |
|-----------------|-----------------------------------------------------------------------------------------------------|
| FOR SAV         | Frederick Webster<br>President, SAV – Tucson<br>1650 E. Benson Highway, Suite B<br>Tucson, AZ 85714 |
| FOR PIMA COUNTY | Lauren Eib<br>130 W. Congress<br>Admin 6 <sup>th</sup> Floor<br>Tucson, AZ 85701                    |
10. SAV agrees to immediately report to Pima County Sheriff's Department Communications any incident of accidental property damage, which SAV believes is covered by this agreement. SAV agrees to notify Pima County Risk Management within three days of any accidental property damage, 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 hereunder.

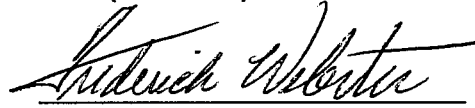
11. This agreement is subject to the provisions of A.R.S. §38-511.
12. SAV shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law, 101-336, U.S.C. 12101 12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

**PIMA COUNTY**

\_\_\_\_\_  
Chair, Board of Supervisors

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

**SAV (TUCSON)**

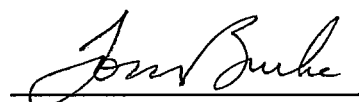
  
\_\_\_\_\_  
Frederick Webster, President

Date: 10/8/13

**ATTEST**

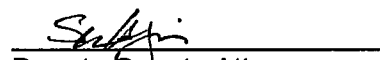
\_\_\_\_\_  
Clerk of the Board

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

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

Date: 10-30-13

**APPROVED AS TO FORM**

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

Date: 10/4/13