



Contract Number: CT-50-13*827
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: JK

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: 12/03/13

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: 601 N. La Canada, Green Valley, AZ 85614

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Vendor. 1
Pgs. 4

To: COB. 11-20-13
Agenda 12-3-13
(3)

NOV 2013 PM 10:02 PC CLK OF BB

Procure Dept 11/01/13 PM 04:57

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

This number must appear on all invoices, correspondence and documents pertaining to this contract.

**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 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 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:
 - 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 2FAHP71V69X140916, AZ Plate AFV-6640.
 - v. 2009 Ford LTD Police Interceptor, VIN 2FAHP71V89X140917, AZ Plate AFV-6641.
 - vi. 2008 Dodge Durango, VIN 1D8HD48268F100523, AZ Plate ACP-2920.
 - vii. 2008 Dodge Durango, VIN 1D8HB48208F138500, AZ Plate ADA-1750.
 - viii. 2004 Dodge Durango, VIN 1D4HD48D24F230070, AZ Plate 697 NVT.
 - ix. 2004 Ford F-150 Pickup, VIN 1FTVX12524NB77240, AZ Plate 423 NBG.
 - x. 2006 Ford Crown Victoria, VIN 2FAFP71WX6X110930, AZ Plate CD 46860.
 - xi. Utility Trailer, VIN 16VAX08105170373, AZ Plate 0800A.
 - xii. 2008 Dodge Durango, VIN 1D8HD48218F114748, AZ Plate AAS 5101
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

Wilma Ludwig
Commander, SAV – Green Valley
601 N. Cañada Drive
Green Valley, AZ 85614

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 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.

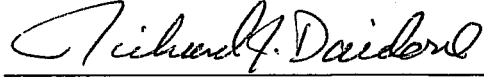
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12. SAV shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law, 101-336, U.S.C. 12101 12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

Pima County

SAV (Green Valley)

Chairman, Pima County Board of
Supervisors



Richard Daidone, President

Date

10-22-13

Date

Attest:

Clerk of the Board

 10-30-13

Director, Pima County Finance and
Risk Management

Approved as to Form:



Deputy County Attorney