



Contract vul	moei. CT.	SD-13 x 827
Effective Da	te :	7-1-13
Term Date	150,000	6.30-14
Cost 7	130,000	
Revenue :		
Total :		NTE:
	Action	Marie
Renewal By	:	4.1.14
Term	:/	6 . 24 . 10
Reviewed by.	- F	

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

67
Requested Board Meeting Date: +09/02/13

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

To: Cod. 6.19.13

Agende 7.2.13

63)

CLERK OF BOA	ARD USE ONLY: BOS MTG.
	ITEM NO
PIMA COUNTY COST: NTE \$150,000.00	and/or REVENUE TO PIMA COUNTY: \$ <u>N/A</u>
FUNDING SOURCE(S	SELF INSURANCE TRUST FUND te Grant Fund, Federal Fund, Stadium D. Fund, etc.)
Advertised Public Hearing:	
YES X	NO
	i
Board of Supervisors District:	
1 2 3	3 All
IMPACT:	
IF APPROVED:	
IF DENIED:	
IF DENIED:	
DEPARTMENT NAME:	
CONTACT DEDSON: Bonnie Schaeffer	TELEPHONE NO: 351-6374

CONTRACT				
NO.CT-50-130000000000000000082				
AMENDMENT NO.	.			
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

WHEREAS, the Sheriff's Auxiliary Volunteers of Green Valley District Area 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 area of Green Valley, 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:

- 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 exceed 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.
- 3. 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:
  - i. 2013 Ford Explorer, VIN 1FM5K7AR0DGA22269, AZ Plate AVX2829.
  - ii. 2013 Ford Explorer, VIN 1FM5K7AR7DGA2270, 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 G07644.
- xii. 2008 Dodge Durango, VIN 1D8HD48218F114748, AZ Plate AAS 5101
- 6. This contract shall not exceed \$150,000
- 7. 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.
- 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, 6<sup>th</sup> 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.

Pima County Board of Supervisors	SAV (Green Valley)
Chairman	Richard A. Cherwoznik wilma Ludwig
Date	6-10-13 Date
Approved As To Form	Attest:
Sean Holguin Deputy County Attorney	Clerk of the Board