

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

← Award ← Contract ← Grant	Requested Board Meeting Date: 08/02/2022	
* = Mandatory, information must be provided	or Procurement Director Award:	
*Contractor/Vendor Name/Grantor (DBA):	2	
Sheriff's Auxiliary Volunteers		
*Project Title/Description:		
Property Loss Protection - Sheriff Auxiliary Voluntee	ers Vehicles.	
*Purpose:		
Property Loss Protection - Sheriff Auxiliary Voluntee	ers Vehicles.	
*Procurement Method:	•	
Procurement Exempt D29.4		
*Program Goals/Predicted Outcomes:		

Sheriff Auxiliary Volunteers provide assistance to the Pima County Sheriff's Department and the citizens of Pima County.

\*Public Benefit:

Sheriff Auxiliary Volunteers provide assistance to the Pima County Sheriff's Department and the citizens of Pima County in providing crime prevention and law enforcement support services in unincorporated areas.

\*Metrics Available to Measure Performance:

Safe driving and availability to respond in a timely manner.

\*Retroactive:

Yes. Sheriff Auxiliary Volunteers of Pima County, Inc. amendment was received by the Sheriff's Department on 6/27/2022. The next eligible Board of Supervisor meeting is 08/02/2022.

TO: COB 7-6-2022 ()

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### THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information		
Document Type: <u>CT</u>	Department Code: <u>SD</u>	Contract Number (i.e., 15-123): 22*414
Commencement Date: 07/01/2022	Termination Date: <u>06/30/202</u>	Prior Contract Number (Synergen/CMS):
Expense Amount \$ <u>200,000.00</u> *		Revenue Amount: \$ 4,342.80
*Funding Source(s) required: Genera	ıl Fund Risk Management	
Funding from General Fund?	es C No If Yes \$ 200,0	000.00
Contract is fully or partially funded with		40
Were insurance or indemnity clauses in If Yes, attach Risk's approval.	modified? C Yes 6 N	No
Vendor is using a Social Security Numb If Yes, attach the required form per Adm		No
Amendment / Revised Award Inform	nation	
Document Type:	Department Code:	Contract Number (i.e., 15-123):
Amendment No.:		AMS Version No.:
Commencement Date:		New Termination Date:
		Prior Contract No. (Synergen/CMS):
<b>.</b>	69 <del></del> (8	Amount This Amendment: \$
s there revertee included.		
*Funding Source(s) required:	<del></del>	
Funding from General Fund? C Ye	es C No If Yes \$	
Grant/Amendment Information (for	r grants acceptance and awards)	C Award C Amendment
Document Type:	Department Code:	Grant Number (i.e., 15-123):
Commencement Date:	Termination Date:	Amendment Number:
Match Amount: \$	Rev	venue Amount: \$
*All Funding Source(s) required:		
*Match funding from General Fund?		
*Match funding from other sources  *Funding Source:		<u> </u>
*If Federal funds are received, is fun	ding coming directly from the Fed	deral government or passed through other organization(s)?
Contact: Bonnie Schaeffer		
Department: <u>Sheriff</u>		Telephone: <u>520-351-6374</u>
epartment Director Signature	Gates	Date: 6/28/2022
eputy County Administrator Signature	7 1	Date:
ounty Administrator Signature:	Lew	Date: 6 78 7072

# AGREEMENT FOR PIMA COUNTY TO PROVIDE PROPERTY LOSS PROTECTION

#### TO

## SHERIFF'S AUXILIARY VOLUNTEERS VEHICLES UNDER CERTAIN CIRCUMSTANCES CT-SD-22\*414

This Agreement is entered into effective the 1<sup>st</sup> day of July, 2022, 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 the 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 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, 2022, and shall continue through June 30, 2023 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:
  - a. 2005 Chevy Express 3500, VIN 1GBJG31U851169983, AZ Plate SAV6
  - b. 2004 Ford F150, VIN 1FTVX12524NBB77240, AZ Plate SAV20
  - c. 2018 Ford Explorer, VIN 1FM5K8ARXJGB58622, AZ Plate SAV19
  - d. 2017 Ford Explorer, VIN 1FM5K8AR1HGB40679, AZ Plate SAV18
  - e. 2017 Ford Explorer, VIN 1FM5K8AR8HGB40680, AZ Plate SAV17
  - f. 2017 Ford Explorer, VIN 1FM5K8AR8HGB40677, AZ Plate SAV16
  - g. 2017 Ford Explorer, VIN 1FM5K8ARXHGB40678, AZ Plate SAV15
  - h. 2016 Ford Explorer, VIN 1FM5K8AR3GGC91912, AZ Plate SAV14
  - i. 2016 Ford Explorer, VIN 1FM5K8ARXGGC91910, AZ Plate SAV13
  - i. 2016 Ford Explorer, VIN 1FM5K8AR1GGC91911, AZ Plate SAV12
  - k. 2004 Ford Freestar Van, VIN 2FMZA50614BA42392, AZ Plate SAV11
  - 1. 2020 Ford Explorer, VIN 1EM5K8AW5LGC14507, AZ Plate SAV21
  - m. 2022 Ford Explorer, VIN 1FM5K8AB0NGB04769, AZ Plate SAV22
  - n. 2022 Ford Explorer, VIN 1FM5K8AB0NGB03660, AZ Plate SAV23
- 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 to 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 \$280.00 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 Fleet Services 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:

President, SAV Pima County 1650 E. Benson Hwy, Suite B.

Tucson, AZ 85714

FOR PIMA COUNTY:

Maria Luna, Risk Manager

130 W. Congress Admin 6<sup>th</sup> 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 (Pima County)
Chairman, Pima County Board of Supervisors	SAY, President
Date	06/24/2022 Date
Attest:	
Clerk of the Board	
Director, Pima County Finance and Risk Management	
Approved as to Form:	

Deputy County Attorney