



TOWN OF HUACHUCA CITY

The Sunset City

**HUACHUCA CITY TOWN COUNCIL
PUBLIC MEETING NOTICE**
Thursday, July 11, 2024, at 6:00 PM
COUNCIL CHAMBERS
500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616

AGENDA

A. Call to Order – Mayor

- a. Pledge of Allegiance
- b. Roll Call and Ascertain Quorum
- c. Invocation

Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.

B. Call to the Public – Mayor

A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Public Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

C. Consent Agenda - Mayor

All items listed in the Consent Agenda are considered routine matters and will be enacted by one motion of the Council. There will be no separate discussion of these items unless a Member of the Town Council requests that an item or items be removed for discussion. Council Members may ask questions without removal of the item from the Consent Agenda. Items removed from the Consent Agenda are considered in their normal sequence as listed on the agenda, unless called out of sequence.

- C.1 Consider approval of the Minutes of the Regular Council meeting and Public Hearing held on June 27, 2024.
- C.2 Consider approval of the Payment Approval Report.

D. Unfinished Business before the Council – Mayor

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

E. New Business Before Council - Mayor

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen who wishes may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

E.1 Discussion and/or Action [Suzanne Harvey]: Approval of a contract with Perry Management Corporation to provide solid waste services to Ft. Huachuca Army Base, under the Town’s Intergovernmental Support Agreement with the Base.

E.2 Discussion and/or Action [Suzanne Harvey]: After Action Review of the Town’s annual 4th of July event.

E.3 Discussion and/or Action [Suzanne Harvey]: RESOLUTION NO. 2024-08 - A RESOLUTION OF THE MAYOR AND COUNCIL, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF CORRECTIONS TO PARTICIPATE IN AN INMATE LABOR PROGRAM.

F. Reports of Current Events by Council

G. Adjournment

Posted at 5:00 PM on July __, 2024, at the following locations:

Town Hall Bulletin Board 500 N. Gonzales Blvd. Huachuca City, AZ 85616	Town Hall Lobby 500 N. Gonzales Blvd. Huachuca City, AZ 85616	Town Website https://huachucacityaz.gov
Huachuca City U.S. Post Office 690 N. Gonzales Blvd. Huachuca City, AZ 85616	Huachuca City Library 506 N. Gonzales Blvd. Huachuca City, AZ 85616	Huachuca City Police Department 500 N. Gonzales Blvd. Huachuca City, AZ 85616

Ms. Brandy Thorpe
Town Clerk

Note: This meeting is open to the public. All interested people are welcome to attend. A copy of agenda background material provided to the Councilmembers, with the exception of confidential material relating to possible executive sessions, is available for public inspection at the Town Clerk's Office, 500 N. Gonzales Blvd., Huachuca City, AZ 85616, Monday through Friday from 8:00 a.m. to 5:00 p.m. or online at www.huachucacityaz.gov

Individuals with disabilities who need a reasonable accommodation to attend or communicate at a town meeting, or who require this information in alternate format, may contact the Town at 456-1354 (TTY 456-1353) to make their needs known. Requests should be made as early as possible so there is sufficient time to respond.



TOWN OF HUACHUCA CITY

The Sunset City

**MEETING MINUTES OF THE
HUACHUCA CITY TOWN COUNCIL
Public Hearing
June 13, 2024 AT 5:30 PM
COUNCIL CHAMBERS
500 N. GONZALES BLVD.
HUACHUCA CITY. AZ 85616**

THE COUNCIL WILL CONVENE FOR THE PURPOSE OF HEARING COMMENTS FROM THE PUBLIC CONCERNING THE TOWN'S PROPOSED ALTERNATIVE EXPENDITURE LIMITATION "HOME RULE OPTION."

A. Call to Order – Mayor

a. Roll Call and Ascertain Quorum

Roll Call.

Present: Johann Wallace, Danielle Cardella, Cynthia Butterworth, Jeffrey Ferro, Christy Hirshberg, Debra Trate, Town Manager Suzanne Harvey (Not voting), Town Clerk Brandye Thorpe (not voting), Town Attorney Thomas Benavidez (Not voting).

Absent:

B. Public Hearing – Mayor Wallace,

1. Members of the public are invited to address the Council concerning the Town's proposed alternative expenditure limitation, "Home Rule Option" which will be on the general election ballot November 5, 2024.

Motion: Open this hearing to the public, Action: Open for Discussion and/or Action, moved by Johann Wallace, Seconded by Christy Hirshberg.

Mayor Wallace gives a quick rundown on Home Rule and its benefit to the Town. He explains that services will have to be cut if it does not pass because the state imposed limit would not allow for those services to be continued.

No members of the public comment.

G. Adjournment

Motion: To Adjourn, **Action:** Close the public hearing and Adjourn, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.
Motion passed unanimously.

Approved by Mayor Johann R. Wallace on July 11th, 2024.

Mr. Johann R. Wallace
Mayor

Attest: _____
Ms. Brandye Thorpe,
Town Clerk

Seal:

Certification

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on June 27, 2024. I further certify that the meeting was duly called and a quorum was present.

Ms. Brandye Thorpe,
Town Clerk



TOWN OF HUACHUCA CITY

The Sunset City

**MEETING MINUTES OF THE
HUACHUCA CITY TOWN COUNCIL
June 13, 2024 AT 6:00 PM
COUNCIL CHAMBERS
500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616**

A. Call to Order – Mayor

- a. Pledge of Allegiance
- b. Roll Call and Ascertain Quorum

B. Roll Call.

Roll Call.

Present: Johann Wallace, Danielle Cardella, Cynthia Butterworth, Jeffrey Ferro, Christy Hirshberg, Debra Trate, Town Manager Suzanne Harvey (Not voting), Town Clerk Brandye Thorpe (not voting), Town Attorney Thomas Benavidez (Not voting).

Absent:

- a. Invocation

Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.

C. Call to the Public – Mayor

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D. Consent Agenda - Mayor

All items listed in the Consent Agenda are considered routine matters and will be enacted by one motion of the Council. There will be no separate discussion of these items unless a Member of the Town Council requests that an item or items be removed for discussion. Council Members may ask questions without removal of the item from the Consent Agenda. Items removed from the Consent Agenda are considered in their normal sequence as listed on the agenda, unless called out of sequence.

C.1 Consider approval of the Minutes of the Regular Council meeting, Work Session and Public Hearing held on June 13, 2024.

C.2 Consider approval of the Payment Approval Report.

C.3 Consider approval of the disposal of a 1995 Geo Prizm VIN 1Y1SK528XSZ016705 through Public Surplus.

Motion: Approval of the items on the Consent Agenda, **Action:** Open for Discussion and/or Action, **moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion: Approval of the items on the Consent Agenda, **Action:** Approve, **moved by** Johann Wallace, **Seconded by** Debra Trate.
Motion passed unanimously.

E. Unfinished Business before the Council – Mayor

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the mayor at any time.

E. New Business Before Council - Mayor

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E.1 Discussion and/or Action [Spencer Forsberg]: Mr. Forsberg will present the Town's financials for the month of April.

Motion: Item E.1, Action: Open for Discussion and/or Action, moved by Johann Wallace, Seconded by Christy Hirshberg.

Mr. Forsberg presents the financials for the month of April. There was a payment for fire services that hit this month.

E.2 Discussion and/or Action [Suzanne Harvey]: Presentation of plans for the Town's 4th of July Celebration.

Motion: Item E.2, Action: Open for Discussion and/or Action, moved by Johann Wallace, Seconded by Christy Hirshberg.

Manager Harvey updates on the plans for the 4th of July and shows everyone the new signs and banner that were made.

E.3 Discussion and/or Action [Corporal Arnett]: Approval of the road closures for the Town's 4th of July Celebration.

Motion: Item E.3, Action: Open for Discussion and/or Action, moved by Johann Wallace, Seconded by Christy Hirshberg.

Mayor Wallace asks that as we are looking at Ordinances, unless there is some sort of statutory law that says otherwise, we should look at taking out the requirement for the Police Department to get road closures approved by Council. He states that if the Police need to close roads for events they should have the authority to do so without Council approval.

Motion: road closures for the Town's 4th of July celebration Action: Approve, moved by Johann Wallace, Seconded by Christy Hirshberg.

Motion passed unanimously.

E.4 Discussion and/or Action [Suzanne Harvey]: RESOLUTION NO. 2024-05 - A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ADOPTING A PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM ["PSPRS"] FUNDING POLICY.

Motion: Item E.4, Action: Open for Discussion and/or Action, moved by Johann Wallace, Seconded by Christy Hirshberg.

Manager Harvey advises that we have to do this every year and we are going to continue to do the same as we have been.

Motion: Resolution 2024-05 Action: Approve, moved by Johann Wallace, Seconded by Christy Hirshberg.

Motion passed unanimously.

E.5 Discussion and/or Action [Suzanne Harvey]: Approval of an updated contract with Benavidez Law Group, P.C., for continuation of attorney services for the Town, on an at-will and as-needed basis.

Motion: Item E.5, Action: Open for Discussion and/or Action, moved by Johann Wallace, Seconded by Christy Hirshberg.

Manager Harvey advises that the fees have not been updated since 2014 and costs have gone up exponentially since then. She also advises that this removes the portion of the contract where the firm provides prosecution services since we have a separate contract for those services. She believes we should approve this.

Mayor Wallace states we should absolutely approve this. Mr. Benavidez serves the Town well and knows the Town and its needs.

Motion: Updated contract with Benavidez Law Group, P.C. Action: Approve, moved by Johann Wallace, Seconded by Christy Hirshberg.

Motion passed unanimously.

E.6 Discussion and/or Action [Manager Harvey]: RESOLUTION NO. 2024-07 - A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, PROPOSING AN EXTENSION OF THE ALTERNATIVE EXPENDITURE LIMITATION ["HOME RULE"] FROM 2020 TO BE PRESENTED TO THE VOTERS AT THE GENERAL ELECTION ON NOVEMBER 5, 2024.

Motion: Item E.6, Action: Open for Discussion and/or Action, moved by Johann Wallace, Seconded by Christy Hirshberg.

Motion: Resolution 2024-07 Action: Approve, moved by Johann Wallace, Seconded by Christy Hirshberg.

Motion passed unanimously.

E.7 Discussion and/or Action [Manager Harvey]: Approval of amendments to the Town's current budget for Fiscal Year 2023-2024, ending June 30, 2024.

Motion: Item E.7, Action: Open for Discussion and/or Action, moved by Johann Wallace, Seconded by Christy Hirshberg.

Ruben Villa advises that this is a normal procedure at the end of a fiscal year. It adjusts funds from unexpended lines to over expended lines and makes the budgeting process for the following fiscal year easier. All proposed changes were provided in the packet.

Motion: Amendments to the Town's current budget for Fiscal Year 2023-2024 Action: Approve, moved by Johann Wallace, Seconded by Christy Hirshberg.

Motion passed unanimously.

E.8 Discussion and/or Action [Suzanne Harvey]: Approval of a tentative budget for fiscal year 2024-2025. All anticipated revenues and expenditures may be discussed, including property and sales taxes, enterprise funds, water, sewer and solid waste revenues and expenditures, potential grant revenue, capital improvements and expenditures, personnel salaries and benefits, Highway User Revenue Funds, police and fire services, and carryover

funds from the current budget. The budget adoption process and schedule may also be discussed and acted upon.

Motion: Item E.8, Action: Open for Discussion and/or Action, moved by Johann Wallace, Seconded by Christy Hirshberg.

Ruben Villa advises that the changes discussed in the Work Session were made. A few additional changes were made and provided for review in the packet.

Motion: Tentative budget for fiscal year 2024-2025 Action: Approve, moved by Johann Wallace, Seconded by Christy Hirshberg.
Motion passed unanimously.

E.9 Discussion and or Action [Attorney Benavidez] - Approval of a national opioid claims settlement with Kroger Company [operating in Arizona as Fry's and Smith's] for claims arising out of Kroger's role in distribution of dangerous and addictive opioid prescription medications [In re National Prescription Opiate Litigation, MDL No. 2804]. If a sufficient number of Arizona's local governments approve the settlement, those approving local governments will receive their proportionate shares of the settlement proceeds as established in the previously approved, "One Arizona" opioid settlement distribution plan. The national settlement amount is estimated to be 1.2 billion dollars, paid out over the next 11 years, to be used for opioid crisis impact abatement efforts.

Motion: Item E.9, Action: Open for Discussion and/or Action, moved by Johann Wallace, Seconded by Christy Hirshberg.

Mr. Benavidez advises Council to approve this. There is no reason not to. It will probably not benefit the Town much, but it won't hurt the Town at all.

Motion: A national opioid claims settlement with Kroger Company Action: Approve, moved by Johann Wallace, Seconded by Debra Trate.
Motion passed unanimously.

F. Reports of Current Events by Council

Councilmember Butterworth – MPO meeting yesterday. Suzanne will be attending the Rural Transportation Summit in Prescott. The Paving of 90 is supposed to start in October and they are supposed to start in Sierra Vista. July 11th they will be onsite for a project review of Skyline. Food distribution was Friday and it is really sad how many people are showing up in need of food.

Mayor Wallace- Will be at the Hispanic Chamber Mixer on the 19th. Looking forward to the 4th of July. Love the retro signage. Earlier this week met with Jason Bowing to talk all things SSVEC. Today was their annual meeting in Willcox. It's change of command season so up on base there will be some change of commands. Got to meet the new Garrison Commander.
Councilmember Ferro- No report

Councilmember Cardella- Looking forward to bringing the kids out for the 4th of July.

Councilmember Trate- No report

Mayor Pro Tem Hirshberg- Excited for the 4th of July. Love the new signs. On the 19th is the Hispanic Chamber of Commerce thing.

G. Adjournment

Motion: To Adjourn, **Action:** Adjourn, **Moved by** Johann Wallace, **Seconded by** Jeffrey Ferro.
Motion passed unanimously.

Approved by Mayor Johann R. Wallace on July 11, 2024.

Mr. Johann R. Wallace
Mayor

Attest: _____
Ms. Brandye Thorpe,
Town Clerk

Seal:

Certification

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on June 27, 2024. I further certify that the meeting was duly called and a quorum was present.

Ms. Brandye Thorpe,
Town Clerk

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Arizona Business Equipment							
10455	Arizona Business Equipment	AR38210	Copy Machine Usage/Town Hall	07/01/2024	353.90	.00	10-43-705
10455	Arizona Business Equipment	AR38210	Copy Machine Usage/Police Dept	07/01/2024	112.18	.00	10-51-705
10455	Arizona Business Equipment	AR38210	Copy Machine Usage/Library	07/01/2024	51.09	.00	10-62-705
Total Arizona Business Equipment:					517.17	.00	
AZ Department of Corrections Labor							
1315	AZ Department of Corrections Lab	D084677 2024	Labor PD	07/01/2024	1.50	.00	10-51-366
1315	AZ Department of Corrections Lab	D084677 2024	Labor PW	07/01/2024	4.50	.00	10-57-366
1315	AZ Department of Corrections Lab	D084677 2024	Labor LB	07/01/2024	15.00	.00	10-62-366
1315	AZ Department of Corrections Lab	D084677 2024	Labor Water	07/01/2024	20.25	.00	51-40-366
1315	AZ Department of Corrections Lab	D084677 2024	Labor Sewer	07/01/2024	20.25	.00	52-40-366
1315	AZ Department of Corrections Lab	D084677 2024	Labor AD	07/01/2024	13.50	.00	52-40-366
1315	AZ Department of Corrections Lab	D084677 2024	Labor LF	07/01/2024	30.00	.00	55-40-366
Total AZ Department of Corrections Labor:					105.00	.00	
Caselle, Inc							
1745	Caselle, Inc	133840	Contract Support and Maintenanc	07/01/2024	1,018.00	.00	10-43-480
Total Caselle, Inc:					1,018.00	.00	
Cintas Corporation No. 445							
10067	Cintas Corporation No. 445	4197378785	Uniforms- PW	07/01/2024	8.92	8.92	10-57-110
10067	Cintas Corporation No. 445	4198068281	Uniforms- PW	07/08/2024	8.92	8.92	10-57-110
10067	Cintas Corporation No. 445	4197378785	Uniforms- Road User	07/01/2024	26.76	26.76	23-40-410
10067	Cintas Corporation No. 445	4198068281	Uniforms- Road User	07/08/2024	26.76	26.76	23-40-410
10067	Cintas Corporation No. 445	4197378785	Uniforms- Water	07/01/2024	26.77	26.77	51-40-110
10067	Cintas Corporation No. 445	4198068281	Uniforms- Water	07/08/2024	26.77	26.77	51-40-110
10067	Cintas Corporation No. 445	4197378785	Uniforms- Sewer	07/01/2024	26.77	26.77	52-40-110
10067	Cintas Corporation No. 445	4198068281	Uniforms- Sewer	07/08/2024	26.77	26.77	52-40-110
10067	Cintas Corporation No. 445	4197378649	Uniforms- LF	07/01/2024	38.05	38.05	55-40-110
10067	Cintas Corporation No. 445	4197378779	Uniforms- LF	07/01/2024	119.58	119.58	55-40-110
10067	Cintas Corporation No. 445	4197378785	Uniforms- LF	07/01/2024	24.70	24.70	55-40-110
10067	Cintas Corporation No. 445	4198068161	Uniforms- LF	07/08/2024	38.05	38.05	55-40-110
10067	Cintas Corporation No. 445	4198068281	Uniforms- LF	07/08/2024	24.70	24.70	55-40-110
Total Cintas Corporation No. 445:					423.52	423.52	
City of Sierra Vista							
1702	City of Sierra Vista	4918	SEACOM Payment	06/27/2024	20,487.50	.00	10-51-222
1702	City of Sierra Vista	4922	Back passenger tire repair PD3	06/27/2024	60.95	.00	10-51-470
Total City of Sierra Vista:					20,548.45	.00	
COX Business							
10695	COX Business	8301 070124	Internet Town Hall	07/01/2024	2,000.00	2,000.00	10-48-481
10695	COX Business	071024	Library Internet-Erate	07/01/2024	200.00	200.00	10-62-481
Total COX Business:					2,200.00	2,200.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Elite Sales and Service, LLC							
2130	Elite Sales and Service, LLC	INV-45624.	D8 No start	06/21/2024	270.04	.00	55-40-610
Total Elite Sales and Service, LLC:					270.04	.00	
Empire Southwest, LLC							
2220	Empire Southwest, LLC	EMWK371395	816K Packer is Offline for Transmi	06/27/2024	1,449.00	.00	55-40-610
2220	Empire Southwest, LLC	EMWK371470	816K Packer Valve Assembly-Pilot	06/28/2024	629.00	.00	55-40-610
Total Empire Southwest, LLC:					2,078.00	.00	
Eric M. Wakatani							
3496	Eric M. Wakatani	07042024	Fourth of July Band	06/26/2024	500.00	500.00	10-60-530
Total Eric M. Wakatani:					500.00	500.00	
Industrial Commission of AZ							
2611	Industrial Commission of AZ	INV-M25-00000	FY 2023 Municipal Firefighters Ca	07/05/2024	4,029.93	.00	10-53-516
Total Industrial Commission of AZ:					4,029.93	.00	
Legend Technical Services of Arizona Inc							
10774	Legend Technical Services of Ariz	2409833	Drinking Water Sample	06/27/2024	1,152.00	.00	51-40-510
Total Legend Technical Services of Arizona Inc:					1,152.00	.00	
Mac's Towing LLC							
9867	Mac's Towing LLC	10339	DR#240625-07 Impound Tow blu	06/25/2024	167.60	.00	10-51-505
Total Mac's Towing LLC:					167.60	.00	
Nathan Medina							
10775	Nathan Medina	062624	Sewer Refund	06/26/2024	9.70	.00	52-21350
Total Nathan Medina:					9.70	.00	
Patrick K Greene							
4527	Patrick K Greene	JUNE 2024	Prosecution Fees for June 2024	06/28/2024	825.00	.00	10-45-120
Total Patrick K Greene:					825.00	.00	
Quest Diagnostics							
1070	Quest Diagnostics	9210591834	New Hire Drug Test	06/25/2024	74.60	.00	10-43-102
Total Quest Diagnostics:					74.60	.00	
Ruben A. Villa							
4360	Ruben A. Villa	H-017-070724	Consulting Services- Admin	07/07/2024	892.50	.00	10-43-650
4360	Ruben A. Villa	H-017-070724	Consulting Services- Magistrate	07/07/2024	78.75	.00	10-45-650
4360	Ruben A. Villa	H-017-070724	Consulting Services- Road User	07/07/2024	236.25	.00	23-40-650
4360	Ruben A. Villa	H-017-070724	Consulting Services- Water	07/07/2024	682.50	.00	51-40-650
4360	Ruben A. Villa	H-017-070724	Consulting Services- Sewer	07/07/2024	288.75	.00	52-40-650
4360	Ruben A. Villa	H-017-070724	Consulting Services- Landfill	07/07/2024	446.25	.00	55-40-650
Total Ruben A. Villa:					2,625.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
S.S.V.E.C							
3920	S.S.V.E.C	2036100-0703	Electricity- City Hall	07/03/2024	855.37	855.37	10-43-340
3920	S.S.V.E.C	7449100-0703	Electricity- Sign Meter	07/03/2024	68.61	68.61	10-43-340
3920	S.S.V.E.C	2031200-0703	Electricity- Fire	07/03/2024	703.91	703.91	10-53-340
3920	S.S.V.E.C	5668300-0703	Electricity- Pool	07/03/2024	449.94	449.94	10-58-340
3920	S.S.V.E.C	1872300-0703	Electricity- Parks	07/03/2024	134.61	134.61	10-60-340
3920	S.S.V.E.C	2037200-0703	Electricity- Parks	07/03/2024	216.24	216.24	10-60-340
3920	S.S.V.E.C	2046200-0703	Electricity- Parks	07/03/2024	49.17	49.17	10-60-340
3920	S.S.V.E.C	417	Electricity- Parks	07/03/2024	38.78	38.78	10-60-340
3920	S.S.V.E.C	2031100-07032	Electricity- Library	07/03/2024	511.15	511.15	10-62-340
3920	S.S.V.E.C	2031300-0703	Electricity- Senior Center	07/03/2024	243.94	243.94	10-68-340
3920	S.S.V.E.C	1872200-0703	Electricity- Streetlight	07/03/2024	2,169.31	2,169.31	23-40-340
3920	S.S.V.E.C	1861800-0703	Electricity- Water	07/03/2024	783.97	783.97	51-40-340
3920	S.S.V.E.C	2036000-0703	Electricity- Water	07/03/2024	572.94	572.94	51-40-340
3920	S.S.V.E.C	2041400-0703	Electricity- Water	07/03/2024	918.66	918.66	51-40-340
3920	S.S.V.E.C	2070500-0703	Electricity- Water	07/03/2024	1,432.40	1,432.40	51-40-340
3920	S.S.V.E.C	7500500-0703	Electricity- Sewer	07/03/2024	311.23	311.23	52-40-340
3920	S.S.V.E.C	417	Electricity- Landfill	07/03/2024	63.70	63.70	55-40-340
3920	S.S.V.E.C	417	Electricity- Landfill	07/03/2024	820.41	820.41	55-40-340
Total S.S.V.E.C:					10,344.34	10,344.34	
SEAGO							
3801	SEAGO	FY25	Annual Dues & RTAC Membershi	07/01/2024	993.00	.00	10-42-640
Total SEAGO:					993.00	.00	
Sierra Vista Fry Fire District							
10600	Sierra Vista Fry Fire District	2024-064	Station Supplies	05/23/2024	126.88	.00	10-53-450
10600	Sierra Vista Fry Fire District	2024-066	Office Chairs x4	05/23/2024	564.42	.00	10-53-450
10600	Sierra Vista Fry Fire District	2024-065	Engine Repair	05/23/2024	764.88	.00	10-53-470
10600	Sierra Vista Fry Fire District	2024-063	Station 161 laminate labor	05/23/2024	87.55	.00	10-57-500
Total Sierra Vista Fry Fire District:					1,543.73	.00	
Southwest Gas Corporation							
3879	Southwest Gas Corporation	070124	Gas Utility- Fire Station	07/01/2024	188.02	188.02	10-53-340
3879	Southwest Gas Corporation	070124	Gas Utility- Community Center	07/01/2024	30.48	30.48	10-60-340
3879	Southwest Gas Corporation	070124	Gas Utility- Senior Center	07/01/2024	46.90	46.90	10-68-340
Total Southwest Gas Corporation:					265.40	265.40	
SW Building Inspection Service							
4025	SW Building Inspection Service	10686	Code Enforcement/Zoning	06/28/2024	4,500.00	.00	10-54-360
4025	SW Building Inspection Service	10686	Council Meeting	06/28/2024	100.00	.00	10-54-360
Total SW Building Inspection Service:					4,600.00	.00	
Terminix Processing Center							
10459	Terminix Processing Center	3753498	Pest Control- Town Hall	06/24/2024	29.00	.00	10-43-462
10459	Terminix Processing Center	3753500	Rat Bait Boxes- Town Hall	06/24/2024	10.00	.00	10-43-462
10459	Terminix Processing Center	3753498	Pest Control- Police	06/24/2024	29.00	.00	10-51-462
10459	Terminix Processing Center	3753500	Rat Bait Boxes- Police	06/24/2024	10.00	.00	10-51-462
10459	Terminix Processing Center	3753498	Pest Control- Fire	06/24/2024	29.00	.00	10-53-462
10459	Terminix Processing Center	3753500	Rat Bait Boxes- Fire	06/24/2024	10.00	.00	10-53-462
10459	Terminix Processing Center	3753498	Pest Control- Library	06/24/2024	29.00	.00	10-62-462
10459	Terminix Processing Center	3753500	Rat Bait Boxes- Library	06/24/2024	10.00	.00	10-62-462

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
10459	Terminix Processing Center	3753498	Pest Control- Senior Center	06/24/2024	29.00	.00	10-68-462
10459	Terminix Processing Center	3753500	Rat Bait Boxes- Senior Center	06/24/2024	10.00	.00	10-68-462
Total Terminix Processing Center:					195.00	.00	
Tierra Water Management							
10566	Tierra Water Management	1382	Return Check fee	07/02/2024	40.00	.00	10-43-122
Total Tierra Water Management:					40.00	.00	
TransWorld Network, Corp							
9629	TransWorld Network, Corp	15845046-A12	Internet Services	06/22/2024	90.74	.00	55-40-460
Total TransWorld Network, Corp:					90.74	.00	
Turner Laboratories, Inc							
4243	Turner Laboratories, Inc	23F0092.	Return Check Fee	06/29/2023	45.00	.00	10-43-122
4243	Turner Laboratories, Inc	24F0248	Landfill Semi Annual	06/10/2024	2,150.00	.00	55-40-510
Total Turner Laboratories, Inc:					2,195.00	.00	
Waste Management of AZ							
10207	Waste Management of AZ	0053513-1571-	Trash Service	07/01/2024	12,049.78	.00	54-40-360
Total Waste Management of AZ:					12,049.78	.00	
Grand Totals:					68,861.00	13,733.26	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

TOWN OF HUACHUCA CITY

CONTRACT FOR SERVICES

This Contract, made and entered into by and between the Town of Huachuca City, an Arizona municipal corporation, referred to as “TOWN” in this Contract, and Perry Management Corporation of South Dakota, authorized to do business in Arizona, referred to as “CONTRACTOR” in this Contract.

RECITALS:

WHEREAS, TOWN is an Arizona municipal corporation, organized under and existing pursuant to Title 9, Arizona Revised Statutes; and

WHEREAS, TOWN has entered into an Intergovernmental Support Agreement [“IGSA”] with the United States Army Garrison Fort Huachuca [“Army Base”] for solid waste management; and

WHEREAS, TOWN requires those services as specified in this Contract to help Town perform its obligations under the IGSA; and

WHEREAS, TOWN desires to engage the CONTRACTOR to perform services as specified in this Contract; and

WHEREAS, the CONTRACTOR represents that it is fully able and professionally and legally qualified to perform such services; and

WHEREAS, TOWN authorized the execution of this Contract on July 11, 2024.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter contained, TOWN does hereby engage the CONTRACTOR and the CONTRACTOR does hereby accept engagement in accordance with the conditions and terms that follow:

A. SCOPE OF WORK

SEE ATTACHMENT A, incorporated herein by this reference.

B. SPECIAL TERMS AND CONDITIONS

1) Key Personnel:

Principal in Charge: [REDACTED], an officer of the CONTRACTOR, will serve as the Principal in Charge and will have the authority to commit resources necessary to complete the Scope of Work and will be ultimately responsible for satisfactory execution of all work tasks.

CONTRACTOR’S Project Manager: [REDACTED], an officer or employee of the CONTRACTOR, will serve as the primary contact with the TOWN Project Manager, Suzanne Harvey. The CONTRACTOR’S Project Manager’s responsibilities will include coordination and management of day-to-day work, development and production of all deliverables, reviewing and responding to TOWN inquiries and comments, and tracking the status of the Contract budget and schedule.

- 2) **Performance Schedule:** The CONTRACTOR may begin performing only upon receipt of the TOWN’S Notice to Proceed. The work shall be completed in a timely manner and all deliverables shall be submitted to the TOWN Project Manager no later than the termination date of this Contract. This Contract shall be executed in two five-year blocks -- the first to expire on June 30, 2029. The second five-year block will be executed automatically unless the Army Base does not fund years 6 – 10. The second five-year block will expire on June 30, 2034, at which time it may be extended upon mutual agreement of the parties. Compensation is in accordance with the 10-year schedule, Attachment “B,” incorporated herein by reference.
- 3) **Insurance:** The CONTRACTOR shall obtain insurance as described below and keep such coverage in force throughout the life of the Contract. All policies must contain an endorsement providing that written notice be given to TOWN at least ten (10) calendar days prior to termination or cancellation in coverage in any policy. Except for professional liability and workers’ compensation insurance, the liability insurance policy(s) shall include TOWN as an additional insured with respect to liability arising out of the Contract. The CONTRACTOR agrees that its insurance will be primary and that any insurance carried by TOWN will be excess and non-contributing.

<u>Coverage Required</u>	<u>Minimum Limits of Liability</u>
Workers’ Compensation	\$ Statutory
Employees Liability	\$ 1,000,000.00
General Liability	\$1,000,000.00
Vehicles	\$1,000,000.00

The CONTRACTOR must present to the TOWN Project Manager written evidence (Certificates of Insurance) of compliance with these insurance requirements prior to the start of work and shall satisfy TOWN regarding their adequacy.

- 4) **Summary Progress Reporting Requirements:** The CONTRACTOR shall prepare and submit summary progress reports to the TOWN Project Manager on a monthly basis or as otherwise requested by the TOWN Project Manager.
- 5) **Payment and Performance Bonds:** [are not required].
- 6) **Warranty:** The CONTRACTOR shall warrant all workmanship and deliverables as follows: for six months following the termination date.

(C) **GENERAL TERMS AND CONDITIONS**

1) **Key Terms and Definitions:**

- **TOWN'S Mailing Address:** 500 N. Gonzales Blvd. Huachuca City, Arizona 85616. The Town's electronic mailing address is: sharvey@huachucacityaz.gov
- **Contract:** This document executed between TOWN and the CONTRACTOR.
- **CONTRACTOR'S Mailing and Electronic Mailing Addresses:**
_____.
- **May:** Indicates an action that is permissible, but not mandatory.
- **TOWN Project Manager:** The TOWN officer or employee, who is responsible for overseeing the CONTRACTOR'S performance under this Contract.
- **Shall, Must and Will:** Indicate an action that is mandatory.
- **Should:** Indicates an action that is recommended, but not mandatory.

- 2) **Termination:** TOWN, upon certification of the TOWN Project Manager, without prejudice to any other right or remedy of TOWN, and after giving the CONTRACTOR ten (10) working days written notice, may terminate this Contract with the CONTRACTOR. Such termination will apply to all work, or any part thereof, for the following reasons:

- The Army Base terminates or cancels the IGSA with the Town.
- The CONTRACTOR is adjudged bankrupt;
- The CONTRACTOR is persistently or repeatedly refusing or failing to perform in accordance with the requirements of the Contract; or

The CONTRACTOR abandons the work

- 3) **Records and Audit:** Internal control over all financial transactions related to the Contract shall be in accordance with sound fiscal policies. TOWN may, at reasonable times and places, audit the books and records of the CONTRACTOR, or any and all of the sub-contractors' records, relating to the performance of the Contract for a period of

not less than three (3) years after the final payment is made under the Contract. Such audit shall be limited to the subject matter of this Contract and the execution of its Scope of Work.

- 4) Dispute Resolution:** The parties agree to cooperate to resolve any disputes in good faith and as expeditiously as possible. If a dispute persists and cannot be resolved, either party may demand that the dispute be reduced to writing by both parties within five working days. In that case, each party shall provide to the other its written statement of its position regarding the dispute. Upon receipt of the other party's written statement, the receiving party shall have three working days to provide a written response and proposed resolution. If the parties do not then agree on a mutually acceptable solution, the parties shall schedule a meeting to take place within ten working days to attempt to resolve the dispute in good faith. If the dispute is not resolved at this meeting, the parties may mutually agree to formal mediation or arbitration of the dispute. If the parties cannot mutually agree to either mediation or arbitration, they may proceed with litigation. Any form of dispute resolution shall take place in Cochise County, Arizona, using the laws of the State of Arizona.
- 5) Independent Contractor:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.
- 6) Patents and Copyrights:** All services, information, computer program elements, reports and other deliverables which may have a potential copyright or patent value, and which are created under the Contract, shall be the property of TOWN and shall not be used by the CONTRACTOR or any other person, except with the prior written permission of TOWN.
- 7) Commencement of Work:** The CONTRACTOR shall work only after receiving TOWN'S Notice to Proceed from the TOWN Project Manager. The CONTRACTOR shall complete all work to the reasonable satisfaction of TOWN in accordance with the Scope of Work.
- 8) Records and Information:** The CONTRACTOR understands that TOWN is a public entity subject to Arizona's public records laws as codified in Arizona Revised Statutes Title 39, and as interpreted by Arizona case law.
- 9) Certification:** By signature on the Contract, the CONTRACTOR certifies that:

 - a. The submission of the offer did not involve collusion or anti-competitive practices.
 - b. The CONTRACTOR has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity,

special discount, trip, favor or service to a TOWN officer or employee or to any public servant in connection with the submitted offer. Signing the Contract with a false statement in connection with this provision shall void the Contract and may result in TOWN exercising other remedies under the law and the Contract.

10) Signing Authority: The individual signing the Contract for CONTRACTOR hereby certifies and warrants that he is an authorized agent for the CONTRACTOR and has the authority to bind the CONTRACTOR to the Contract.

11) Conflict of Interest: TOWN may cancel this Contract, pursuant to A.R.S. 38-511.

No member of the Town Council, and no other officer, employee or agent of TOWN who exercises any function or responsibility in connection with planning and carrying out work or services under this Contract or any relative thereof shall have any substantial interest, direct or indirect, in this Contract or subcontract, or to the proceeds thereof; and the CONTRACTOR shall take appropriate steps to assure compliance.

12) Applicable Law: The laws of the State of Arizona shall govern the Contract, and all suits regarding this Contract shall be brought only in Federal or State courts in the State of Arizona. Venue and jurisdiction for any suit or other dispute resolution proceeding shall be in Cochise County, Arizona.

13) Contract Terms and Conditions: This Contract contains the entire agreement between TOWN and the CONTRACTOR relating to the work and services provided hereunder and shall prevail over any and all previous agreements, oral or written statements, proposals, negotiations, or purchase orders in any form. The Recitals on the first page of this Contract are incorporated herein as Terms hereof.

14) Contract Amendments: The Contract shall be modified only by a written Contract amendment signed by TOWN, and persons duly authorized to enter into contracts on behalf of the CONTRACTOR. While amendments are discouraged, they may be considered when TOWN adds related work to the original Scope of Work, or when TOWN and the CONTRACTOR agree that changes to the nature of one or more tasks are sufficient to warrant modification of the Scope. Amendments are also required to extend the term of the Contract. Any additional work performed by the CONTRACTOR without an appropriate amendment shall be at the CONTRACTOR'S sole cost.

15) Assignment – Delegation: No right or interest in the Contract shall be assigned by the CONTRACTOR without prior written permission of TOWN, and no delegation of any duty of the CONTRACTOR shall be made without the prior written permission of the TOWN Project Manager. TOWN shall not unreasonably withhold approval, and shall notify the CONTRACTOR of TOWN'S position within thirty (30) days of receipt of written notice by the CONTRACTOR.

16) Rights and Remedies: No provision in this Contract shall be construed, expressly or by implication, as a waiver by TOWN of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of TOWN to insist upon the strict performance of any term or condition of the Contract, or to exercise, or to delay the exercise of, any right or remedy provided in the Contract or by law, shall not be deemed a waiver of the right of TOWN to insist upon strict performance of the Contract.

17) Indemnification: The CONTRACTOR shall indemnify, defend, and hold TOWN harmless from any and all claims, demands, suits, actions, proceedings, loss cost, and damages of every kind and description, including any reasonable attorney's fees and/or litigation expenses, which may be brought or made against the CONTRACTOR, TOWN, any of TOWN'S officers, directors and employees, or any person, regardless of who makes the claim, to the extent they result from the acts of the CONTRACTOR, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Contract. The CONTRACTOR'S obligations under this section shall not apply to any damages caused by the negligence of TOWN or its employees. The indemnity provided in this section shall survive termination of this Contract. Neither the contract amount, nor the minimum limits and types of insurance provided for in section B3, above, shall limit the scope and extent of indemnity hereunder.

18) Force Majeure: Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall promptly notify the other party in writing of such delay, and shall specify the cause(s) of the delay in the notice. The notice shall be hand-delivered or mailed certified – return receipt, and shall make a specific reference to this section, thereby invoking its provisions. The delayed party shall cause the delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results.

19) Right to Assurance: Whenever TOWN has reason to question the CONTRACTOR'S intent or ability to perform, TOWN may demand that the CONTRACTOR give a written assurance of its intent or ability to perform. In the event that a demand is made, and no written assurance is given within five (5) working days, TOWN may treat this failure as an anticipated breach of the Contract.

- 20) Right to Inspect:** TOWN may, at reasonable times, and at TOWN'S expense, inspect the place of business of the CONTRACTOR or any subcontractor, which is directly or indirectly involved in the performance of the Contract as awarded, or proposed to be awarded.
- 21) Quality of Materials, Services and Deliverables:** All materials, services and other deliverables are subject to acceptance by TOWN. Materials, services or other deliverables (either interim or final) failing to conform to the specifications of the Contract or which are deemed to be substantially deficient by the TOWN Project Manager, shall be returned to the CONTRACTOR for remedy. If so returned, all costs to remedy the deficiencies shall be the responsibility of the CONTRACTOR. Should the CONTRACTOR dispute the Project Manager's decision regarding the quality of the work product at issue, the CONTRACTOR may invoke the dispute resolution process described in section (C)(4), above.
- 22) Exclusive Possession:** All services, information, computer program elements, reports, and other deliverables created under the Contract, are the sole properties of TOWN, and shall not be used or released by the CONTRACTOR or any other person, except with prior written permission of TOWN.
- 23) Title and Risk of Loss:** The title and risk of loss of material or service shall not pass to TOWN until TOWN actually accepts the material or service at the point of delivery, unless otherwise provided within this Contract.
- 24) Default in One Installment to Constitute Total Breach:** The CONTRACTOR shall deliver conforming work or materials in each installment or lot of the Contract and may not substitute non-conforming work or materials. Delivery of non-conforming work or materials, or default of any nature, shall, at the option of TOWN, constitute a breach of the Contract as a whole, subject to the parties' rights and responsibilities provided in section (C)(4) regarding dispute resolution.
- 25) Liens:** All materials, services and other deliverables supplied to TOWN under this Contract shall be free from all liens.
- 26) Licenses and Compliance with Laws:** The CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the performance of the work hereunder and operation of the business conducted by the CONTRACTOR as applicable to the Contract, throughout its duration. The CONTRACTOR and any subcontractors shall fully comply with all applicable federal, state and local laws in performing hereunder.
- 27) Americans with Disabilities Act:** The CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 – 12213), and applicable Federal regulations under this Act.

28) Compensation, Method and Schedule of Payment: Contractor shall be entitled to compensation in accordance with the pricing provided in its proposal, see Attachment “B.” The method and schedule of payment is subject to the requirements and restrictions of TOWN.

TOWN’S normal policy is to process invoices requesting payment for work done within forty-five (45) days, upon satisfactory delivery of products, services, and/or goods, as well as receipt of properly complete invoices and the necessary TOWN Project Manager approvals. Written progress reports shall accompany each billing and shall specify the percentage of Contract work completed. Each itemized invoice must bear a written certification by the authorized TOWN Project Manager confirming satisfactory progress or completion of services for which payment is requested.

Invoices for payment will be submitted by task and line item as presented in the Scope of Work on a monthly basis. From time to time, additional documentation may be requested by TOWN.

Invoices for payment will be submitted by electronic mail to the TOWN Project Manager, at TOWN’S electronic mailing address on page 3, above.

Costs incurred by the CONTRACTOR as a result of any work performed outside the Scope of Work of this Contract will not be allowed for reimbursement under this Contract unless such changes and related costs were approved pursuant to a contract amendment.

Payment to the CONTRACTOR in advance of the CONTRACTOR incurring costs for authorized work to be performed under the Scope of Work of this Contract is prohibited, unless TOWN makes a written determination prior to the payment that an advance payment is in TOWN’S best interest.

29) Equipment Maintenance: The CONTRACTOR must maintain all equipment, as applicable, in good working order throughout the length of the project, repairing or replacing any unsafe or inoperative equipment without delay.

30) Safety: The safety requirements of the Occupational Safety and Health Act (29 U.S.C. Sections 651-678) as promulgated by the Federal government, and as implemented by the State of Arizona, apply to all work performed under this Contract. The CONTRACTOR will be solely responsible for implementing and enforcing the safety requirements of this Act at all times.

31) Retention of Records: The CONTRACTOR shall retain all work materials and records relating to the performance of the Scope of Work of the Contract for a period of not less than five (5) years after the final payment is made under the Contract.

32) Assignment of Principals: The CONTRACTOR shall maintain the assignment of its Principals as shown in section B1, above. Prior written permission shall be obtained from the TOWN Project Manager for any change in these assignments. TOWN will notify CONTRACTOR if TOWN changes its Project Manager.

34) Compliance with Immigration Laws: As mandated by Arizona Revised Statutes [“A.R.S.”] § 41-4401, TOWN is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). TOWN must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). Therefore, in signing or performing any contract (including this Contract) for TOWN, the CONTRACTOR fully understands that:

A. It warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A);

B. A breach of the warranty described in subsection A, shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract; and

C. TOWN or its designee retains the legal right to inspect the papers of any CONTRACTOR or subcontractor employee who works on the Contract to ensure that the CONTRACTOR or subcontractor is complying with the warranty under subsection A.

35) No Discrimination: Neither Party shall discriminate against any employee or client of either Party or any other individual in any way because of that person’s age, race, creed, color, religion, sex, genetic information, disability, familial status, political affiliation or national origin in the course of carrying out the duties pursuant to this Agreement. Both Parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this Agreement by reference as if set forth in full herein, and of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36, as well as the Genetic Information Nondiscrimination Act of 2008.

36) Compliance with Applicable Laws: CONTRACTOR shall comply with all applicable laws, ordinances, rules, and regulations, including without limitation federal, state, and TOWN, relating to or affecting work under this Contract. CONSULTANT shall secure and obtain any and all permits, licenses, and consents in connection with its performance of its services.

37) IGSA Provisions Incorporated: Any terms or provisions required to be included in this Contract, pursuant to the terms of the Town’s IGSA with the Army Base, are hereby incorporated by this reference.

38) CONTRACTOR'S Responsibilities Upon Notice of Termination by TOWN: Upon receipt of a notice of termination, CONTRACTOR, subject to the parties' rights and responsibilities under the dispute resolution process described in section (C)(4), above, unless otherwise directed by TOWN or as otherwise determined through the dispute resolution process, shall make a good faith effort to cancel or terminate all existing orders or contracts, which CONTRACTOR or its subcontractors shall have made and shall thereafter do only such work as may be necessary to preserve and protect work already in progress.

39) Surviving Provisions: CONTRACTOR'S obligations under (CONTRACTOR'S Responsibilities upon Notice of Termination), (Exclusive Possession), (Patents and Copyrights), (Records and Audit), (Retention of Records), (Indemnification), and this Section (Surviving Provisions), and any other obligations which reasonably should survive, shall survive expiration or other termination of this Contract.

40) No Boycott of Israel: Pursuant to A.R.S. 35-393.01, the Town may not enter into a contract with an entity to acquire services, unless the contract includes a written certification that the entity is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel. By signing below, Contractor makes this certification.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date signed by the TOWN.

TOWN OF HUACHUCA CITY

CONTRACTOR

By: Johann Wallace
its: Mayor
Date: _____

by: _____
its: _____
Date: _____

APPROVED AS TO FORM:

Thomas A. Benavidez
Town Attorney
Date: _____

ATTACHMENT A
[Scope of Work]

ATTACHMENT B
[Compensation]



Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

RESOLUTION NO. 2024-08

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF CORRECTIONS TO PARTICIPATE IN AN INMATE LABOR PROGRAM.

WHEREAS, the Arizona Department of Corrections [“ADC”] may authorize inmate work crews to perform acceptable tasks in any part of the State; and

WHEREAS, the Town of Huachuca City has an immediate need for inmate labor services to perform some of its public works activities; and

WHEREAS, the ADC is able to supply an inmate labor pool to support the Town’s public work projects through the ADC’s Douglas facility; and

WHEREAS, A.R.S. 11-952 authorizes agreements between public entities for cooperative actions, and Huachuca City and the ADC wish to jointly exercise their powers and enter into an Intergovernmental Agreement whereby ADC will allow the use of its inmate labor resources, pursuant to the terms of the agreement attached hereto as Exhibit AA@ and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have determined that approval of the Intergovernmental Agreement is in the best interest of Huachuca City and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Huachuca City, Arizona, as follows:

Section 1. The Town hereby approves the Intergovernmental Agreement, attached hereto as Exhibit AA.@

Section 2. The Town’s officers are hereby authorized and directed to execute said Intergovernmental Agreement on behalf of the Town of Huachuca City.

Section 3. The Town’s officers and staff are hereby authorized to take all steps necessary and proper to implement said Intergovernmental Agreement and give it effect.

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 11th DAY OF July, 2024.

Johann Wallace, Mayor

ATTEST:

Brandy Thorpe, Town Clerk

Approved as to Form:

Thomas Benavidez, Town Attorney

EXHIBIT A

[Agreement with Arizona Department of Corrections must be attached.]



**Inmate Work Contract
24-128-29**

Arizona Department of
Corrections, Rehabilitation
& Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

This Contract is entered into between the **Town of Huachuca City**, hereinafter referred to as the **Contractor**, and the **Arizona Department of Corrections, Rehabilitation & Reentry** for and on behalf of its **Arizona State Prison Complex –Douglas**, hereinafter known as the **Department or ADCRR**.

This document, including the Scope of Services, Special Terms and Conditions, Standard Work Provisions, any addendums, attachments or modifications, shall constitute the entire Contract between the parties and supersedes all other understandings, oral or written.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Contract.

**TOWN OF HUACHUCA CITY
FEDERAL TAX I.D. #86-6006756**

**ARIZONA DEPARTMENT OF CORRECTIONS,
REHABILITATION & REENTRY**

Susan Harvey 7/3/2024
Signature of Authorized Individual Date

Kerry Wells 7/8/24
Signature of Authorized Individual Date

Susan Harvey
Typed Name

Kerry Wells
Typed Name

Town Manager
Typed Title

Chief Procurement Officer, Procurement Services
Typed Title

500 N Gonzales Blvd.
Huachuca City, Arizona 85616
Address

701 East Jefferson Street, Mail Code 55302F
Phoenix, Arizona 85034
Address

Additional Signatures as Applicable

Signature of Authorized Individual Date

Signature of Authorized Individual Date

Typed Name

Typed Name

Typed Title

Typed Title

Prepared by: Christina Jimenez, Procurement Manager
July 2, 2024



**Inmate Work Contract
24-128-29**

Arizona Department of
Corrections, Rehabilitation
& Reentry
701 E. Jefferson Street
Phoenix, AZ 85034

WITNESSETH

WHEREAS, the Department is duly authorized by A.R.S. § 41-1604, et seq.; § 31-252 and § 31-254, to execute and administer contracts and;

WHEREAS, the Contractor is authorized by A.R.S. § 9-240 to enter into agreements for services, and;

WHEREAS, the Department desires to implement the requirement that each able-bodied inmate under commitment to the Department shall engage in work activity during such term of imprisonment, and;

WHEREAS, the Director of the Department has the authority to maintain and administer facilities and programs as may be required for the custody, control and rehabilitation of all inmates committed to the Department, and;

WHEREAS, the Director of the Department may authorize inmate work crews to perform acceptable tasks in any part of the State, and;

WHEREAS, the Contractor has a need for a labor force to support its Public Works projects in various areas with the Town of Huachuca City and;

WHEREAS, the Department is able to supply an inmate labor pool to support this work program for its Arizona State Prison Complex – Douglas, as identified herein.

NOW, THEREFORE, the Department and the Contractor do hereby agree as follows:

1 THE CONTRACTOR AGREES:

- 1.1 To provide the tools, equipment, and supplies necessary to properly and safely perform assigned work, including, but not limited to, drinking water, sanitary facilities, and any special clothing items appropriate to the work performed, such as facial coverings, safety glasses, gloves, goggles, hats, protective outerwear or footwear, etc. Any personal protective equipment (PPE) shall be provided by Contractor at the beginning of each shift and prior to each use shall be inspected by a supervisor for completeness and functionality.
- 1.2 To appoint a work crew leader who may provide both technical and job supervision as necessary. Appointed supervisors shall abide by and put into operational practice the Standard Work Provision for Inmate Work Programs included as **Attachment #1** of this contract.
 - 1.2.1 Technical supervision means the Contractor shall provide staff who know the types of work tasks to be accomplished and correct way to complete each task. Technical supervisors teach assigned inmates how to complete their job assignments, and ensure the proper deployment and use of any job-related PPE.
 - 1.2.2 Job supervision means that Contractor personnel shall remain with assigned inmates for the length of the work day to ensure inmates are supervised and accounted for, and report results to the Department liaison. If an inmate fails to remain at the work site, if an inmate becomes ill at the work site and needs to be returned to the prison and if an inmate poses security concerns, the liaison shall be contacted immediately.



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- 1.3 To obtain the Department's written approval for the Contractor's technical supervisor prior to initiation of this contract.
 - 1.3.1 Subsequent to Contract initiation, should the Contractor's technical supervisor(s) change, the Contractor shall notify the Department at least two (2) workdays prior to the impending change to permit completion of the Department's approval process.
 - 1.3.2 If prior notice is not possible, the Department may withhold the inmate work crew from further service until the necessary approval process is completed for the new supervisor.
- 1.4 To provide, if applicable, pesticide protection and Hazardous Material Training (HAZMAT) for inmates prior to initiating the work activities described in this Contract.
 - 1.4.1 The Contractor shall comply with the Site Safety and Health Plan included as **Attachment #2** of this contract.
 - 1.4.2 Inmates shall not be allowed to be present while hazardous materials, inclusive of pesticides, are being used or applied. Pursuant to the Arizona Office of Pest Management, no inmate shall be allowed to handle or to apply pesticides. However, all hazardous materials (inclusive of pesticides), if stored and/or used on this site, and while ADCRR staff and/or inmates are present, require they be trained to recognize such hazardous materials and relative adverse medical signs and symptoms associated with the chemical, in accordance with the federal chemical "Right-to-Know Act" (SARA Title III).
- 1.5 To provide a working environment which meets the requirements of the Occupational Safety and Health Act (OSHA), Safety and Health Standards for General and or Construction Industry, 29 CFR Part 1910 and 1926, as adopted by the State of Arizona.
- 1.6 To provide emergency first aid for minor injuries or to contact the nearest medical provider to assist if more extensive first aid services are needed.
- 1.7 The Contractor shall follow all Department Orders (DOs), and Director's Instructions (DIs), i.e. drug-free workplace, grooming code, etc. The policies, procedures, DOs, and DIs are available on the following web site <https://corrections.az.gov>.
- 1.8 To designate a staff member who shall serve as liaison between the Contractor and the Department. The Contractor shall ensure that the Department is given the name and phone number/extension of the contact person.
- 1.9 To notify the Department twenty-four (24) hours prior to necessity should workload require inmates to stay beyond their normal work hours. Said notice shall be provided by contacting the Department's institution contact person.
- 1.10 To assign work hours, work location(s), and job assignments subject to the concurrence of the Department. Work sites shall be confined to locations which are within the Contractor's authority to manage, maintain and finance.



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- 1.11 To allocate sufficient time from job responsibilities to allow Contractor's staff assigned to this work program to attend mandatory training given by the Department prior to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this program must receive Department training prior to assuming work responsibilities.
- 1.12 To maintain the work site in the manner/condition in which it was approved by the Department as complying with the requirements imposed by the custody level of assigned inmates and assigned work responsibilities. If, during the term of this Contract, security/safety concerns become evident, or the Contractor wishes to change or alter the work site(s), the following procedures shall be followed:
 - 1.12.1 Security/safety concerns shall be rectified immediately by the Contractor in accordance with direction received from the Department.
 - 1.12.2 The Contractor shall provide written notice to the Department if changes or alterations are planned for the work site(s) prior to any changes or alteration being accomplished.
 - 1.12.3 Representatives from the Department and the Contractor shall conduct an inspection of the work site(s). If the proposed change or alteration shall negatively impact the security and/or safety of assigned inmate workers, corrective action shall be determined by the Department.
 - 1.12.4 If, in the opinion of the Department, said security/safety concern(s) poses an immediate threat to the inmate workers, the Department may withhold further assignments of the inmate work crew until the concern is rectified.
- 1.13 To pay for inmate labor at the rate of fifty cents (50¢) per hour, to include approved extra hours, if applicable as authorized by the Department.
- 1.14 If applicable; to pay for Correctional Officer (CO) supervision of inmate work crews under this Contract, including overtime approved by Contractor, if applicable, and all employee related expenses. Should additional crews be needed, Contractor will hire additional staff to supervise inmate work crews. The Contractor in agreement with the Department must authorize the expense of additional Departmental staff before the expense is incurred.
- 1.15 If applicable; in addition to payment for inmate labor and CO overtime, the Contractor shall pay the Department for transportation costs at the State prevailing rate per mile, as determined by the Arizona Department of Administration, General Accounting Office, for distance traveled by each Department transportation vehicle to and from the work site(s). Such payment shall be rendered by separate check or warrant at the same time and place as payment for inmate wages.
- 1.16 To comply with the following procedures in recording inmate work hours and rendering all payments due under this Contract:
 - 1.16.1 The bi-weekly **Inmate Payroll Summary** and the corresponding **Daily Time Sheet(s)**, shall be completed by Contractor and include the appropriate signature(s) of the inmate(s), and Contractor's inmate work crew Supervisor as provided for in **Attachment #4, and Attachment #5**.
 - 1.16.1.1 The original **Attachments #4 and #5** shall be sent to the address below within three (3) work days following the end of the Contractor's scheduled pay period.



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Arizona State Prison Complex – Douglas
Attention: Business Manager
P.O. Drawer 3867
Douglas, Arizona 85608

On rare occasions, for technical reasons, the Inmate Payroll Summary may not be of biweekly duration. When these occur, the inmate pay period will be adjusted accordingly.

- 1.17 Payments as invoiced shall be paid within thirty (30) calendar days of the invoice date. The check or warrant shall be made payable to Arizona State Prison Complex – Douglas and sent to the following address (electronic payment may be made if mutually agreed):

Arizona State Prison Complex – Douglas
Attention: Business Manager
P.O. Drawer 3867
Douglas, Arizona 85608

- 1.18 To maintain records and other evidence sufficient to reflect properly all payments related to this work program. Such records shall be made available for inspection and audit upon request by the Department.

- 1.19 Prior to pursuing any press or publicity regarding these services, the contractor shall work with ADCRR'S Communications Department. ADCRR retains final approval rights concerning any such efforts.

- 1.20 That inmates assigned to this work program **shall not** drive any licensed, over-the road vehicle as part of their job responsibilities. However, assigned inmates may be permitted to operate the Contractor's off-road mobile equipment, in accordance with the following guidelines.

1.20.1 The Contractor shall provide written notice to the Department advising of the need to have inmates operate mobile equipment. The notice shall describe the type(s) of off-road mobile equipment to be operated in accordance with **Attachment #3**.

1.20.2 No inmate shall operate any mobile equipment until the Contractor receives written authorization from the Department in accordance with **Attachment #3**.

1.20.3 If the Contractor receives written authorization from the Department, the Contractor shall document training provided to inmates specific to each type of off-road mobile equipment to be operated.

1.20.4 Acquire and maintain applicable insurance in compliance with State requirements.

1.20.5 Designated off-road mobile equipment may be:

1.20.5.1 Riding lawn mowers and golf carts or similar type equipment.



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2 THE DEPARTMENT AGREES:

- 2.1 To provide a mutually agreed number of inmates, subject to availability of said workforce, to support the Contractor's Public Works projects in various areas with the Town of Huachuca City as agreed between the Department and Contractor.
- 2.2 Inmates classified as sexual predators/offenders **shall not** be utilized for this public works Contract.
- 2.3 That work assignments shall be performed at the Contractor's business location(s) as shown on **Attachment No. 6**.
- 2.4 To provide transportation of inmate workers to and from selected work site(s) in Department owned vehicles. Inmate workers shall not be transported in privately owned vehicles at any time.
- 2.5 To provide sack lunches for inmates and furnish all clothing, except special protective clothing or footwear.
- 2.6 To provide security supervision of inmate workers in accordance with Department written instructions.
- 2.7 When mutually agreed to by the Department and the Contractor: to provide a Correctional Officer (CO) who shall remain on site to provide security supervision of the inmate workers each workday. The assigned CO shall follow Department notification procedures if:
 - 2.7.1 An inmate fails to remain at the work site.
 - 2.7.2 An inmate has an accident or becomes seriously ill at the work site.
- 2.8 To remove and replace as soon as possible any inmate who does not perform to the satisfaction of the Contractor.
- 2.9 To approve/disapprove the Contractor's technical supervisor(s) assigned to this work program in accordance with Department written instructions.
- 2.10 To present training to Contractor's staff who will be involved in supervising or interacting with inmate workers. This training shall be given **prior** to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this work program must receive Department training prior to assuming work responsibilities.
- 2.11 To keep the Contractor fully informed of Department written instructions and activities that have bearing upon the Contractor fulfilling assigned obligations under this Contract.
- 2.12 To designate an institutional contact person who shall function as a liaison between the Institution, Department and the Contractor in developing and coordinating work schedules, assignments, hours and transportation. The Department shall ensure the Contractor is given the name and telephone number/extension of the contact person.



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- 2.13 To ensure that any inmate(s) who drives the Contractor's off-road mobile equipment as an assigned work duty is in compliance with Department written instructions governing the use of inmate drivers.
- 2.14 That prior to the initiation of this work program, the proposed work site shall be inspected relative to security and safety concerns to ensure the work environment satisfies all requirements imposed by custody level of assigned inmate workers and assigned work responsibilities. If, during the term of this Contract, security or safety concerns should become evident, or the Contractor wishes to change or alter the work site, the procedure described in Section 1.12 of this Contract shall be followed.
- 2.15 To invoice the Contractor for payments due no later than the fifth (5th) business day of each month. Invoices shall identify the following:
 - 2.15.1 Inmate name and ADCRR number
 - 2.15.2 Hours worked
 - 2.15.3 Rate of pay
 - 2.15.4 Mileage (if applicable)
 - 2.15.5 Vehicle repair expense (if applicable)
 - 2.15.6 Total amount invoiced
- 2.16 Invoices for CO supervision shall identify at a minimum the following:
 - 2.16.1 CO name(s)
 - 2.16.2 CO hours worked including overtime hours, if applicable
 - 2.16.3 Rate of pay
 - 2.16.4 Total amount invoiced
- 2.17 That invoices shall be sent to the Contractor at the following address:

Town of Huachuca City
Attn: Administrator
500 North Gonzales Boulevard
Huachuca City, Arizona 85616



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3 SPECIAL TERMS AND CONDITIONS

- 3.1 Term of Contract This Contract shall begin when all signatures are affixed and executed by the Department and shall continue for a period of one (1) year thereafter, unless terminated, canceled or extended as otherwise provided herein.
- 3.2 This Contract may be extended by written mutual agreement for up to an additional four (4), one (1) year periods.
- 3.3 This Contract may be terminated, without cause, by either party by provision of prior written notice to the other. Such Notice of Termination shall be effective thirty (30) calendar days after mailing by certified mail, return receipt requested, to the other party.
- 3.4 Stop Work Order: The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Stop Work Orders may be issued due to lack of insurance, non-payment of inmate wages, CO salaries, transportation reimbursement, etc.
- 3.4.1 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 3.5 Circumstances may arise during the term of this Contract which may prohibit the assignment of inmates for work assignments. Such circumstances could include acts of nature, lockdowns, inmate work strikes, etc.
- 3.5.1 Inmate work crews may be withheld or permanently suspended when there is insufficient staffing or a lack of qualified inmates who meet the criteria for outside work assignments.
- 3.5.1.1 The following guidelines shall govern, if such circumstances should occur:
- 3.5.1.1.1 The Department shall provide verbal notice within 24 hours to the Contractor if circumstances will impact work activities.
- 3.5.1.1.2 The Contractor shall not hold the Department liable for failure to perform, or in default of Contract terms due to circumstances described above.
- 3.6 Inmates working under this Contract are not employees of the Contractor and any compensation is provided solely pursuant to A.R.S. § 31-254.
- 3.7 Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract.



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- 3.8 Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:
- 3.8.1 Accept a decrease in price offered by the Contractor;
 - 3.8.2 Cancel the Contract;
 - 3.8.3 Cancel the Contract and re-solicit the requirements.
- 3.9 Cancellation for Conflict of Interest Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511. In accordance with A.R.S. § 38-511.
- 3.10 The Department reserves the right to terminate the contract for default in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits. The Department shall provide written notice of the termination and the reasons for it to the Contractor.
- 3.11 If a discrepancy in payment or payment records is identified by either party to this Contract, the party discovering the discrepancy shall notify the other in writing within ten (10) work days after discovery. Both parties shall resolve the discrepancy by comparison and reconciliation of records.
- 3.12 Both parties recognize that respective and mutual obligations of the parties pertaining to start-up, operation and costs applied to the subject Inmate Work Contract shall apply to each new operation established at other institutions as applicable.
- 3.13 Changes to the Contract shall be handled by formal amendment through Procurement Services.
- 3.14 Arbitration. The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).
- 3.15 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other “records” relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.16 Arizona Law: The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.



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- 3.17 Non-Discrimination The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law.
- 3.18 Each party to this contract shall be responsible for any and all costs, including but not limited to, attorney fees, court costs and other litigation expenses incurred as a result of the errors and omissions of its officers, employees, agents, or assigns arising out of the performance of this contract.
- 3.19 Notices. Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Contract, unless otherwise noted, shall be sent via email to the parties at their respective addresses as shown on the signature page of this document.
- 3.20 Third Party Antitrust Violations The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or Services supplied by third parties to the Contractor, toward fulfillment of this Contract.
- 3.21 Notice Warning Any person who takes into or out of or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, and property of packages.

Definition: A.R.S. § 13-2501:
 A.R.S. § 13-2505:
 ADC Department Order 708

- 3.22 Unlawful Sexual Conduct. A person commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, Rehabilitation and Reentry (ADCRR), the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county. For the purposes of this subsection, "person" means a person who:
- Is employed by ADCRR or the Department of Juvenile Corrections.
 - Is employed by a private prison facility or a city or county jail.
 - Contracts to provide services with ADCRR, the Department of Juvenile Corrections, a private prison facility or a city or county jail.
 - Is an official visitor, volunteer or agency representative of ADCRR, the Department of Juvenile Corrections, a private prison facility or a city or county jail.
- 3.22.1 This section does not apply to a person who is employed by ADCRR, a private prison facility or a city or county jail or who contracts to provide services with ADCRR, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to ADCRR or was incarcerated in a city or county jail.
- 3.22.2 This section does not apply to a person who is employed by ADCRR, a private prison



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facility or a city or county jail or who contracts to provide services with ADCRR, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to ADCRR or was incarcerated in a city or county jail.

- 3.22.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.
- 3.22.4 Unlawful sexual conduct; correctional facilities; classification; Definition
A.R.S. § 13-1419.
- 3.23 Federal Rape Elimination Act 2003. The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003. Reference 28 C.F.R., Part § 115.
- 3.24 Contraband Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medications, etc. Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or
- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

Authority A.R.S. § 13-2501
 A.R.S. § 13-2505
 ADC Department Order 708

- 3.25 Offshore Performance of Work involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.
- 3.26 Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.



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- 3.27 Electronic and Information Technology. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-2531 and A.R.S. § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- 3.28 E-Verify Requirement. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.
- 3.29 Indemnification:
- 3.29.1 Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, Department of Corrections is self-insured per A.R.S. 41-621.



**Inmate Work Contract
Attachment #1
Standard Work Provision
Inmate Work Programs
24-128-29**

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INMATE WORK PROGRAM UTILIZING CONTRACTOR SUPERVISION

- A. No inmate shall be placed in a supervisory capacity over any other inmate.
- B. Department authorities shall be notified of unsatisfactory work or malingering of inmates and, if requested, the Contractor shall furnish a written account of such unsatisfactory performance.
- C. The Department shall receive immediate notification of an inmate's failure to remain at work in accordance with assigned job duties.
- D. The Department shall receive immediate notification of the discovery or suspicion of any intoxicant or unprescribed drug in the possession of any inmate worker.
- E. In the event of accident or serious illness while on the job, the Contractor may administer first aid as necessary and shall notify Department authorities without delay. If necessary, in the interest of life or limb, the inmate may be transported to the nearest hospital. Inmate workers **shall not** be transported in privately owned vehicles at any time.
- F. The Contractor shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.
- G. The Contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.
- H. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.
- I. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.
- J. The Contractor shall comply with the required standards of the Occupational Safety and Health Act (OSHA) during the term of this Contract relative to safety of the work environment and equipment used by assigned inmate workers.
- K. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. § 31-221, and **no** information shall be released without prior written authorization from a representative of the Department.
- L. The Contractor's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food and soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs.



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Standard Work Provision
Inmate Work Programs
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- M. The Contractor's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.
- N. An authorized representative of the Department shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with the Contractor to discuss each inmate's work performance, work attendance and general behavior.
- O. **The visiting of an inmate by any unauthorized person shall not be permitted.** If any person is found visiting with an inmate, his or her name and description shall be given to Department authorities. If it is not possible or feasible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.
- P. Any allegations of non-compliance with Department written instructions, or other Contractor misconduct, shall be subject to investigation by the Department.



**Inmate Work Contract Attachment #2
Standard Work Provision
Site Safety and Health Plan
24-128-29**

Arizona Department of
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Developed by: State of Arizona, Department of Administration Risk Management Section

Provided by: Fire and Life Safety Administrator Facilities Management Division

1 PROGRAM OBJECTIVES

1.1 This Safety and Loss Prevention Program is established to exercise all available means of eliminating or controlling hazards and risks associated with renovation and construction projects.

- 1.1.1** Minimize Personal injuries;
- 1.1.2** Maximize Property Conservations;
- 1.1.3** Achieve Greater Efficiency; and
- 1.1.4** Reduce Direct and Indirect Costs

1.2 The effectiveness of Safety and Loss Prevention Program will depend on the active participation and full cooperation of all involved with the project to include management, supervisors, inmates, and employees, and their efforts in carrying out the following basic responsibilities.

- 1.2.1** Plan all work to minimize personal injury, property damage and loss of productive time.
- 1.2.2** Properly select inmates/employees based upon their skill level for the necessary job tasks.
- 1.2.3** Provide for the protection of adjacent property and safety of the public.
- 1.2.4** Coordinate activities with others at the work location.
- 1.2.5** Establish and conduct an educational program to stimulate and maintain interest and participation of all inmates and employees through:
 - 1.2.5.1** Safety Meetings;
 - 1.2.5.2** Prompt investigation of all accidents and serious potential incidents to determine cause or causes and take necessary corrective action to eliminate a recurrence of a loss or incident;
 - 1.2.5.3** Use of proper work methods, personal protective equipment, and mechanical guards;
 - 1.2.5.4** Employee/inmate safety instructions to all assigned work; and
 - 1.2.5.5** Safety training programs.

2 RESPONSIBILITIES

2.1 It is the purpose of the program to organize and direct activities, which will:

- 2.1.1** Avoid injuries.
- 2.1.2** Reduce construction interruption due to an accident.
- 2.1.3** Assure a safe and healthy place to work.



**Inmate Work Contract Attachment #2
Standard Work Provision
Site Safety and Health Plan
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- 2.2** The Project Manager is required to establish and administer a site-specific safety program and will:
- 2.2.1** Make periodic loss prevention surveys.
 - 2.2.2** Submit written recommendations.
 - 2.2.3** Periodically attend safety meetings.
 - 2.2.4** Assure safety orientation meetings for employees/inmates are conducted and documented.
 - 2.2.5** Provide warning signs, safety literature, reporting forms, and other educational and training materials as deemed appropriate.
 - 2.2.6** Maintain a written comprehensive Safety and Loss Prevention manual.
 - 2.2.7** Give due consideration to all safety factors during pre-planning.
 - 2.2.8** Employ only those individuals physically and mentally capable of performing in a safe manner.
 - 2.2.9** Comply with the Occupational Safety and Health Act and all other applicable Federal, State and Local regulations.
 - 2.2.10** Provide and enforce the use of all necessary testing equipment for employee/inmate health and safety. Provide and enforce the use of personal protective equipment and use only where Engineering controls are not feasible.
 - 2.2.11** Provide properly guarded and maintained tools, machinery and equipment.
 - 2.2.12** Maintain necessary accident records and promptly file the reports required by the State or Federal authorities and the insurer.
 - 2.2.13** Promptly investigate any incident that causes injury or damage to property.
 - 2.2.14** Plan and schedule work operations so as to control personal injury and property damage hazards.
 - 2.2.15** Maintain good housekeeping conditions and fire protection equipment.
 - 2.2.16** Maintain an effective equipment inspection and maintenance program.
 - 2.2.17** Provide proper and specific work task training for employees/inmates regarding the hazards of their jobs and how to work safely.
 - 2.2.18** Correct unsafe work habits of employees/inmates as soon as they are observed.
 - 2.2.19** Eliminate unsafe conditions under their control and promptly report those they cannot eliminate to the proper authority.



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2.2.20 Conduct weekly toolbox meetings with all employees/inmates and maintain written records of these meetings. The written record shall include the date, topic discussed, comments, and attendees.

2.2.21 Ensure each employee/inmate understands that violations of the project safety program will not be tolerated and that proper disciplinary action will be administered, including removal from the Project for violation of safety policy.

3 GENERAL SAFETY REQUIREMENTS

3.1 Laws and Regulations:

3.1.1 Responsible project management representatives shall comply with and enforce all local, state and federal laws, rules, statutes and regulations of governing or regulatory bodies within the geographical scope of its operations. They will also cooperate with all regulatory agencies regarding job site safety and health, and allow full access to the project for visitation.

3.2 Audit Procedures:

3.2.1 All documentation regarding safety training, hazard communication, electrical safety programs, equipment safety programs, equipment inspection and maintenance records, and fire protection inspection shall be kept on the job site.

3.3 Drug and Alcohol Policy:

3.3.1 The possession or use of any non-prescribed drug or any alcohol beverage on the job site is strictly prohibited.

4 SPECIFIC REQUIREMENTS

4.1 Emergency Procedures Guideline:

4.1.1 The Project Manager will set up emergency procedures for the following categories:

4.1.1.1 Fire

4.1.1.2 Injuries

4.1.1.3 Injury to the general public

4.1.1.4 Property damage, particularly to utilities; i.e., gas, water, sewage, electrical, telephone, or pedestrian and vehicle routes.

4.1.1.5 Public demonstrations

4.1.1.6 Bomb threats

4.1.1.7 Other exposures at the construction site

4.1.2 In order that necessary emergency services are supplied promptly, the Project Manager shall:

4.1.2.1 Post in a conspicuous place, a list of emergency phone numbers, along with the type of information to be transmitted for each emergency situation.

4.1.2.2 Delegate responsibility for making emergency calls.



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- 4.1.3** It is the responsibility of the Project Manager to ensure immediate (5 min or less) reliable emergency medical response is available or to provide full time dedicated, trained emergency medical staff and facilities to be available to all employees/inmates. If employees/inmates are working with materials that could adversely affect their respiration, or are subject to electrical shock that could cause loss of the breathing function, and medical response is longer than 3 to 4 minutes, the Project Manager must adhere to the OSHA rules and regulations, 29 CFR 1926.50, regarding medical response for a construction site.
- 4.1.4** The Project Manager's emergency procedures should be reviewed regularly and, where necessary, adjusted to provide maximum effectiveness.
- 4.2** Protection of the Public:
- 4.2.1** The Project Manager shall take all necessary precautions to prevent injury to the public or damage to property of others. The term "public" shall include all persons not engaged in the project or others working under his/her direction. Precautions to be taken shall include, but not limited to, the following:
- 4.2.1.1** Work shall not be performed in any area occupied by the public unless specified permitted by the contract or in writing by the Project Manager.
- 4.2.1.2** When it is necessary to maintain public use of work areas involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways and vehicular roadways, the Project Manager shall protect the public with appropriate guardrails, barricades, temporary partition shields, and adequate visibility. Such protection shall guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gasses, open flames, energized circuits or other harmful exposures.
- 4.2.1.3** Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors or exits shall be kept clear of obstructions to permit safe ingress and egress of the public at all times.
- 4.2.1.4** Appropriate warnings, signs, and instructional safety signs shall be conspicuously posted where necessary. In addition, a signal shall control the movement of motorized equipment in areas where the public might be endangered.
- 4.2.1.5** Sidewalk sheds, canopies, catch platforms and appropriate fences shall be provided when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition or structural alteration of outside walls on any structure. The protection required shall be in accordance with the laws and regulations of the regulatory bodies.
- 4.2.1.6** A temporary fence shall be provided around the perimeter of above ground operations adjacent to public areas except where a sidewalk shed or fence is, if provided by the contract or as required by Subparagraph 5 above. Perimeter fences shall be at least six feet high and/or in compliance with the laws and regulations of the regulatory bodies involved.



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- 4.2.1.7** Guardrails shall be provided on both sides of vehicular and pedestrian bridges, ramps, runways and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within six feet of the top of excavated slopes or vertical banks shall be protected with guardrails, except where sidewalk sheds or fences are provided as required by Subparagraph 5 above. Guardrails shall be made of rigid materials capable of withstanding a force of at least 200 pounds applied in any direction at any point in their structure. Their height shall be approximately 42-inches. Top rails and post may be 2-inches by 4-inches dressed wood or equal. Intermediate horizontal rails at mid-height and toe boards at platform level may be 1-inch by 6-inch wood or equal. Posts shall not be over eight feet apart.
- 4.2.1.8** Barricades meeting the requirements of the political subdivision involved shall be provided where sidewalk sheds, fences or guardrails as referenced above, are not required between work areas and pedestrian walkways, roadways or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained to perform the work. During the period a barricade is removed temporarily for the purposes of work, a watchman shall be placed at all openings.
- 4.2.1.9** Temporary sidewalks shall be provided when a permanent sidewalk is obstructed by the Trade Subcontractor's or any tier operations. They shall be in accordance with the requirements of the political subdivision involved. Guardrails shall be provided on both sides of temporary sidewalks.
- 4.2.1.10** Warning signs and lights including lanterns, torches, flares and electric lights, meeting requirements of the political subdivision involved, shall be maintained from dusk to sunrise along guardrails, barricades, temporary sidewalks and at every obstruction to the public. These shall be placed at both ends of such protection or obstructions and not over 20 feet apart alongside such protection or obstructions.

4.3 Housekeeping

- 4.3.1** During the course of construction/renovation, housekeeping practices will be followed to keep the work areas, passageways, and stairs in and around the buildings or other structures, free from debris of all types.
- 4.3.1.1** This shall include scrap lumber and form lumber with protruding nails.
- 4.3.1.2** Combustible scrap and debris shall be removed at regular intervals. Containers shall be provided for the collection of scrap, trash and other debris.

4.4 Personal Protective Equipment:

- 4.4.1** The Project Manager shall be responsible for requiring the wearing of appropriate personal protective equipment in all operations where there is an exposure to hazardous conditions or where there is an indication of the need for using such equipment to reduce the hazard to employees/inmates. Such equipment will be used where engineering out the hazard is not feasible.



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4.5 Flammable and Combustible Liquids:

- 4.5.1 Flammable and combustible liquids shall be stored and dispensed in compliance with regulations and rules established by the governing regulatory bodies.
- 4.5.2 Any leakage or spillage of flammable or combustible liquids shall be cleaned up immediately and disposed of promptly and safely.
- 4.5.3 Transfer of flammable liquids from one container to another shall require electrically bonding the containers.
- 4.5.4 Small quantities of flammable liquids that may be used at various points on the Job Site shall be handled in approved safety cans.
- 4.5.5 No smoking, matches, or open flames will be permitted within 50 feet of the area where flammable liquids are used or transferred, unless conditions warrant greater clearance.
- 4.5.6 Fuel trucks will be properly marked, contents clearly identified, posted and with proper fire protection.
- 4.5.7 Fuel tanks over 500 gallons will be diked, grounded, and protected from contact by vehicles on all sides. Proper identification of tanks and access for measurement will be maintained.

4.6 Tools – Hand and Power:

- 4.6.1 All hand and power tools and equipment shall be maintained in a safe condition. The Project Manager shall be responsible for the condition of all tools or equipment used by employees/inmates.
- 4.6.2 Power operated tools that are designed to accommodate guards shall be equipped with such guards while in use.
- 4.6.3 Belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating or moving parts of such equipment or tools shall be guarded if such parts are exposed to contact.
- 4.6.4 Wrenches shall not be used when the jaws are sprung or worn to the point that slippage occurs.
- 4.6.5 Impact tools such as wedges and chisels shall be kept free of mushroomed heads.
- 4.6.6 Wooden handles of the tool shall be kept free of splinters and cracks and shall be kept tight in the tool.
- 4.6.7 All hand-held powered drills, fastener drivers, grinders with wheels greater than 2-inches in diameter, disc sanders, belt sanders, reciprocating saws, saber saws and similar operating power tools shall be equipped with a momentary contact off-on control and may have a lock-on control provided that turn off can be accomplished with a single motion of the same finger or fingers that turn it on.



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- 4.6.8 All other hand-held powered tools such as circular saws, chain saws, and percussion tools with positive accessory holding means, shall be equipped with a constant pressure switch that will shut off power when the pressure is released.
- 4.6.9 The use of electrical cords for hoisting or lowering tools shall not be permitted.
- 4.6.10 Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected. Each section of supply hose to pneumatic tool shall also be secured by some positive means to prevent accidental disconnection.
- 4.6.11 Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from being accidentally expelled.
- 4.6.12 Pneumatic hoses shall not be used as a means of hoisting or lowering tools.
- 4.6.13 Only employees/inmates who have been trained in the operation of the particular tool in use shall be allowed to operate a power-actuated tool.
- 4.6.14 Power-actuated tools shall be tested each day before loading to see that safety devices are in proper working condition. The testing shall be done in accordance with the manufacturer's recommended pressure.
- 4.7 Earth Moving Equipment:
 - 4.7.1 Operators will receive instructions on proper mounting and dismounting of equipment.
 - 4.7.2 Operators shall wear seat belts while the vehicle is in motion.
 - 4.7.3 Equipment shall be in safe operating condition and inspected daily for proper braking and hydraulic systems and tires.
 - 4.7.4 Dozer, loader, scraper, backhoe buckets, glades and pans will be grounded before the operator dismounts.
 - 4.7.5 Prior to mounting any equipment, the operator will visually inspect the area not visible from the operator's station.
 - 4.7.6 Equipment will have audible warning devices in good working order.



**Inmate Work Contract Attachment #3
Standard Work Provision
Inmate Work Programs Letter of Instruction
Request for Authorization
24-128-29**

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UTILIZING INMATE WORKERS FOR OPERATION OF OFF-ROAD MOBILE EQUIPMENT

Inmate Work Contracts between the Department and the Contractor provide authorization for assigned inmate workers to operate off-road mobile equipment under certain conditions. This Letter of Instruction provides the procedure for obtaining approval to utilize inmate workers on Contractor's off-road mobile equipment.

- 1** The Contractor shall provide written notice advising of the need to utilize inmate workers to operate specific off-road mobile equipment. The request shall include the following information:
 - 1.1 A complete list describing the type(s) of off-road mobile equipment to be operated;
 - 1.2 Identification of specific training inmates will receive for each type of off-road mobile equipment; and
 - 1.3 A list of inmates, to include the inmate's Department identification number, for whom approval is being requested. The list **shall** reflect the type(s) of mobile equipment to be operated, specific to each inmate worker.
- 2** The Department shall acknowledge the Contractor's request and, after coordinating with institution officials, notify the Contractor in writing of those inmates approved to be trained to operate off-road mobile equipment. The Contractor **shall not** proceed with training until written notice of authorization is received from the Department.
- 3** Once approval to proceed with training is received, the Contractor shall provide safety and operational training to approved inmates for each type of specified off-road mobile equipment. The manufacturer's supplied training materials and/or materials developed in accordance with Occupational Safety and Health Act (OSHA) guidelines, for each specific type of mobile equipment, should meet the training requirements for each inmate operator. Copies of training materials shall be provided to the Department for record keeping purposes.
- 4** Once training is complete, the Contractor shall furnish documentary evidence of satisfactory completion of training for each inmate. The documentation shall include the inmate's certification by signature that he/she understands the operation and safety issues of each type of mobile equipment he/she has been trained to operate.
- 5** Following review of training documents provided by the Contractor, and/or designee, the Department shall furnish the Contractor with notification of approval for individual inmates. Contractor shall maintain records of training and authorization for all inmate workers as long as they are engaged in this inmate work program.
- 6** The Contractor shall acquire and maintain applicable insurance in compliance with State requirements.



**Inmate Work Contract Attachment #6
Contractor Authorized Work Location
24-128-29**

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Work Hours	Monday through Thursday (Approximate Hours) 8:00am to 1:00pm		
	Location	Preferred Number of Inmates	Supervision
5	Within the Town/City Limits Town of Huachuca City 500 North Gonzales Boulevard Huachuca City, Arizona 85616	9	Contractor