

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ HELD ON THIS 16<sup>TH</sup> DAY OF OCTOBER, 2014**

**CALL TO ORDER** - Mayor Bob Irvin called the meeting to order at 6:30 p.m.

**ROLL CALL** - City Clerk Virginia A. Mefford called the roll.

**PRESENT**

Mayor Robert A. Irvin  
Vice Mayor Earl Goolsby  
Councilman Elwood A. Johnson  
Councilman Gerald W. Lindsey  
Councilwoman Monika Cronberg  
Councilman William "Bill" Nigh  
Councilman Tim Bowlby

**STAFF**

City Manager Ted Soltis  
City Clerk Virginia Mefford  
City Attorney Ann P. Roberts  
~~Finance Director Crystal Hadfield~~  
Police Chief Glenn Childers  
~~Library Director Tom Miner~~  
Public Works Director Kevin Hagerich  
~~Development Services Jeff Stoddard~~

**PLEDGE OF ALLEGIANCE TO THE FLAG** - Led by Mayor Irvin

**CALL TO THE PUBLIC**

Howard Bethel spoke regarding the September 4, 2014 meeting regarding the Wings Over Willcox (WOW) discussion. He read parts of his Cease and Desist Order; he gave a brief background on his Chamber membership, and he thanked Council and the Chief of Police for all they do.

Lisa Glenn spoke regarding the annual Art League event held at the Community Center. She asked that Council consider sponsoring the event by waiving the Community Center fees. She thanked the Council for their consideration. She said she would send a letter to the City Manager and the Public Works Director requesting the fee waiver.

**DECLARATION ON CONFLICT OF INTEREST** - None declared

**ADOPTION OF THE AGENDA**

**MOTION:** Councilmember Cronberg made a motion to adopt the agenda with item #12 stricken.

**SECONDED:** Councilmember Johnson seconded the motion.

**DISCUSSION:** Councilmember Cronberg noted additional information was necessary for item #12.

**MOTION CARRIED**

**APPROVAL OF MINUTES OF THE REGULAR MEETING OF SEPTEMBER 18, 2014.**

**MOTION:** Councilmember Goolsby made a motion to approve the minutes.

**SECONDED:** Councilmember Lindsey seconded the motion.

**DISCUSSION:** Councilmember Cronberg asked for a correction on Councilmember Goolsby's appointment to reflect that she offered to be vice-mayor for the remainder of the term and would like the nomination vote to say it carried 5-0 as she nominated herself as vice-mayor and did not vote.

**MOTION CARRIED**

**PROCLAMATION - OCTOBER 26 THROUGH OCTOBER 31, 2014 AS RED RIBBON WEEK**

Mayor Irvin read the Proclamation and presented it to a member of Willcox Against Substance Abuse (WASA).

**FAIR/FESTIVAL LICENSE APPLICATION APPROVAL FOR AN EVENT TO BE HELD AT THE WILLCOX HISTORIC THEATER ON NOVEMBER 11, 2014 FROM 5:30 PM TO 8:30 PM**

**MOTION:** Councilmember Johnson made a motion to approve the fair/festival license application for an event to be held at the Willcox Historic Theater on November 11, 2014 from 5:30 p.m. to 8:30 p.m.

**SECONDED:** Councilmember Cronberg seconded the motion.

**MOTION CARRIED**

**STREET CLOSURE APPROVAL FOR RAILROAD AVE. FOR A CHRISTMAS LIGHTED PARADE TO BE HELD ON DECEMBER 6, 2114 FROM 5:00 PM TO 8:00 PM.**

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND  
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ  
HELD ON THIS 16<sup>TH</sup> DAY OF OCTOBER, 2014**

**MOTION:** Councilmember Johnson made a motion to approve the street closure for Railroad Avenue for a Christmas lighted parade to be held on December 6, 2014 from 5:00 p.m. to 8:00 p.m.

**SECONDED:** Councilmember Cronberg seconded the motion.

**MOTION CARRIED**

**RESOLUTION 2014-19 - A RESOLUTION APPROVING AND ADOPTING THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF WILLCOX [CITY] AND THE WILLCOX UNIFIED SCHOOL DISTRICT #13 [SCHOOL] FOR THE PURPOSE OF IMPLEMENTING A SCHOOL SAFETY PROGRAM**

**MOTION:** Councilmember Johnson made a motion to approve Resolution 2014-19.

**SECONDED:** Councilmember Goolsby seconded the motion.

**DISCUSSION:** Councilmember Cronberg asked what changed. City Manager explained there were minor legal wording changes. Councilmember Lindsey asked about the language regarding workers' compensation. City Attorney Roberts explained it is now standard language in all IGA's. It is to ensure that the City is the main employer and responsible for the employee. Councilmember Johnson explained it as the City of Willcox is loaning them an officer, and the City of Willcox is the primary employer and therefore responsible for the officer.

**MOTION CARRIED**

**ZONING DISCUSSION ON 125 NORTH RAILVIEW AVE.**

**CITY MANAGER'S REPORT**

- Chief Childers honored retiring Captain Giudice. He gave a brief background of what he has done for the City of Willcox. He highlighted various accomplishments. He retired from the Army and joined the Volunteer Fire Department in New Jersey. When he relocated here to Willcox he joined the City's Fire Department. He was employed by the City of Willcox as a dispatcher, code enforcer, and then as an evidence technician. He has applied for multiple grants and received a majority of them. Thanks to Mr. Giudice, the Fire Department received most of its equipment in this manner. Chief Childers presented Captain Giudice with a plaque and thanked him for all he has done for the department. He also thanked Oki, his spouse, for supporting her husband.  
Captain Giudice explained he didn't have the physical capabilities to continue and knew it was time to retire.
- The City Manager announced that staff cleanup day was September 26<sup>th</sup> and the community cleanup day was on Saturday September 27<sup>th</sup>. He thanked Mr. Baker for organizing the community cleanup day and all those who volunteered.
- He and his family attended the Cochise County Fair and it was nice. He thanked the County and all who helped make it a success.
- He and the Mayor attended the ground-breaking ceremony at the Willcox Unified School District for the new gymnasium and Ag building extension.
- He attended the Cowboy Hall of Fame dinner. He thanked Mr. Browning for his emceeing and the Chamber of Commerce, along with all who helped put it on.
- He has completed a formatted draft of Title 17. He is working with the attorney as more work needs to be done.
- He encouraged the newly elected officials to attend the Newly Elected Officials training scheduled for December 11<sup>th</sup> and 12<sup>th</sup>. If they are interested in attending, they should contact the City Clerk.
- He mentioned the Willcox Food Distribution Center is coming soon. They will be holding an informational meeting in the Council Chamber on November 6<sup>th</sup> at 9:00 a.m.
- He, the Mayor, and Councilmembers Lindsey and Nigh attended the Mayor/Manager meeting in Bisbee.

**COMMENTS NOT FOR DISCUSSION FROM MAYOR AND COUNCIL MEMBERS**

Councilmember Johnson mentioned the Wine Festival is this weekend and stated Jerry Giudice has been an asset to our community.

**THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND  
CITY COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, AZ  
HELD ON THIS 16<sup>TH</sup> DAY OF OCTOBER, 2014**

Councilmember Lindsey commented on how well the Council meetings are run. He attended the school board meeting the other night to provide information on WASA and was disappointed on how the meeting was run.

Vice Mayor Goolsby thanked Mr. Giudice for his service.

Councilmember Cronberg thanked Caption Giudice and all he has done for the Fire Department. She also asked staff to look into the Art League Community Center fee waiver request.

Councilmember Bowlby thanked Mr. Giudice and added, with the attendance tonight, it shows how much he has impacted the community and the department.

**ADJOURN**

With no further business before the Mayor and Council, the meeting was adjourned at 7:31 p.m. by Mayor Irvin.

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the City Council of the City of Willcox held on the 16<sup>th</sup> day of October, 2014. I further certify that the meeting was duly called and held, and that a quorum was present.

**Dated this 16<sup>th</sup> day of October 2014**

\_\_\_\_\_  
City Clerk Virginia Mefford

**PASSED, APPROVED AND ADOPTED** this 6<sup>th</sup> day of November, 2014.

\_\_\_\_\_  
Mayor Robert A. Irvin

ATTEST:

\_\_\_\_\_  
City Clerk Virginia A. Mefford



CITY OF WILLCOX  
Request for Council Action

Agenda Item: 8  
Tab Number: 2

**Meeting Date:**  
November 6, 2014

**Action:**  
 Resolution  
 Ordinance  
 Other

**Subject:** Waiver for  
Community Center  
Fees.

**To:** Mayor and City Council

**From:** Kevin T. Hagerich, Public Works Director

**Discussion:** Based upon Resolution 2011-81 and Letter dated October 27, 2014 (attached), the Arts League will be utilizing the Community Center. Based upon the guidance in the resolution, this activity is to be treated as a local non-profit which means the rental fee should be reduced to half.

Set-up will be between 13-14 May and the event will be 15-17 May 2015. Application fee should be \$50.00. Cleaning & Key Deposit should be \$150.00. The daily use of the Main Hall is \$150.00 per day; the local non-profit fee is \$75.00 per day (50%).

**Recommendation:** Staff recommends that the Mayor and Council charge the appropriate fees.

**Fiscal Impact:** \$275.00 plus \$150.00 Refundable Cleaning & Key Deposit

Submitted by:

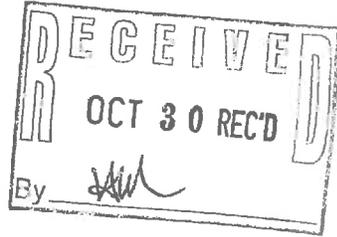


Approved by:



October 27, 2014

Lisa Glenn - Art League of Willcox  
P.O. Box 147  
Willcox, AZ 85644



Willcox City Hall  
101 S. Railroad Ave.  
Willcox, AZ 85643

ATTEN: Ted Soltis, Willcox City Manager

I am writing to you to request sponsorship by the City of Willcox for the 32<sup>nd</sup> annual spring art show, the Ann Boyd Wade Fine Art and Photography Show, which is to take place May 15, 16 and 17 at the Willcox Community Center.

Over the years, this annual show has become the largest of its kind in southern Arizona and draws people to our community from all over the state. All of these people eat at local restaurants, shop at local businesses, and often spend the night at local hotels/motels. They bring needed revenue and publicity to our community.

As a non-profit organization, the Art League of Willcox makes only enough to put back into the show, provide art education to the community, and provide 2 scholarships (one in art and one in photography) to 2 deserving students so they can further their education.

Our sponsors are vital to the continuation of this annual event. Over the years, the City of Willcox has been one of our most valued sponsors. We ask that you again give your support and sponsorship in the form of a waiver of the Willcox Community Center Ballroom rental fee.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Lisa Glenn".

Lisa Glenn - 2015 spring art show co-chairman

CITY OF WILLCOX  
Request for Council Action

Agenda Item: 9

Tab Number: 3

**Meeting Date:**  
November 6, 2014

**Action:**  
 Resolution  
 Ordinance  
 Other

**Subject:** Street closure  
for the Veterans Day  
Parade.

**To:** Mayor and City Council

**From:** Kevin T. Hagerich, Public Works Director

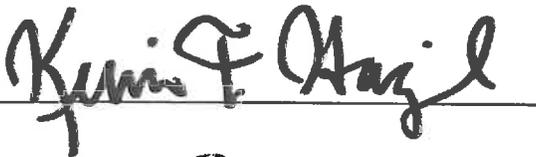
**Discussion:** Connie Dunham is requesting a street closure for the Veterans Day Parade. The parade will start at Austin and Stewart, then proceed East down Stewart to Railroad Ave. South on Railroad to end on Maley

This event is scheduled to be held on November 11, 2014 from 9:00 a.m. until 11:30 a.m. City crews will place and remove the barricades the morning of the event.

**Recommendation:** Staff recommends that the Mayor and Council approve the street closure for the Veterans Day Parade.

**Fiscal Impact:** 0.00

**Submitted by:**



**Approved by:**



# Street Closure Request Form

Name of Applicant

Connie Durham

Date of Request

10/20/14

Address

3156 N. McAleeb Ave Willcox AZ.

Phone Number

520-507-1077

Event or Event Sponsor for Street Closure

Veterans Day Parade

Date(s) Requested for Street Closure

11-11-14

Times for Street Closure

9:00 - 12:00 A.M.

Street(s) to be closed - Beginning and ending points.

Line up @ Austin + Stewart, proceed East down Stewart to Railroad Ave. South on Railroad to end on Maley.

The applicant understands that a certificate of liability insurance for \$1,000,000 naming the City of Willcox as additionally insured must be supplied with this application in order for the request to be fully executed and processed. Additionally, the City of Willcox requests that all adjacent property owners be notified of the intent to close the street and offered an opportunity to make comments to the Mayor and City Council. Comments may be submitted to the City Clerk prior to the council meeting or may be stated in the public meeting.

Connie Durham  
Applicant Signature

10/20/14  
Date

Received By

Date

PETITION TO CLOSE RAILROAD AVENUE

ON 11-11-14  
DATE

FROM 10:00 A.M. TO 12:00  
START TIME END TIME

FOR THE PURPOSE OF Veterans Day Parade  
EVENT

REX ALLEN MUSEUM, OK TO CLOSE Linda Self

WILLCOX HISTORIC THEATER, OK TO CLOSE Ary Christ

RODNEY'S, OK TO CLOSE Rodney Elson

FLYING LEAP, OK TO CLOSE Closed on that day.

OLD WEST MERCANTILE, OK TO CLOSE Shea Derrney

FRIENDS OF MARTY ROBBINS, OK TO CLOSE Juanita Bunkley

KEELING SCHAEFER, OK TO CLOSE Closed on that day.

GALLERY 94, OK TO CLOSE Alma Lopez

BIG TX, OK TO CLOSE will not affect

## Veterans Day Parade Route November 11, 2014

### Route

Austin and Stewart, Line up on Austin

- Down Stewart to Railroad Ave.
- Right on Railroad to Maley
- End at Maley

### Equipment Needed

#### **2- 4' Road Closed Signs**

- Haskell Ave
- Delos and Maley

#### **9 Small Road Closed Signs**

- 1-Austin & Delos,
- 1-Maley and Austin
- 2-Biddle and Stewart
- 2-Curtis and Stewart
- 1-Railroad and Stewart
- 1-Stewart and Railroad Temp Road
- 1-Railroad and Maley

#### **14-Detour Signs**

- Need to have enough detours to get people to Arizona Ave.

### Sand Bags for Temporary Crossing

- Stewart and Railroad

Will leave Maley open for parade members to return to start of parade and for traffic.

TENANT USERS LIABILITY INSURANCE

CERTIFICATE BINDER

THIS CERTIFICATE/BINDER REPRESENTS A SUMMARY OF THE INSURANCE PROVIDED. INSURANCE PROVIDED IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

**Date:** 10/20/2014 2:19 PM  
**Certificate Number:** 62053  
**Broker:** Hub International New England  
**Tenant User:** Willcox Veterans Support Group  
**Event Title** Veterans Day Parade  
**Type of Event** Parades – Under 5,000 Spectators  
**Daily Attendance** 300  
**Period of Insurance:** 11/11/2014 12:01 AM To 11/12/2014 12:01 AM  
**Policy #1** **GL00565-05**  
**Insurance Company:** Atlantic Specialty Insurance Company  
**Coverage** **Limits**  
**General Agg.** None  
**Products Completed Ops** \$1,000,000  
**Personal/Adv. Injury** \$1,000,000  
**Each Occurance:** \$1,000,000  
**Fire Damage:** \$50,000  
**Medical Payments:** Excluded  
**Policy #2** **PF00493-04**  
**Insurance Company:** Atlantic Specialty Insurance Company  
**Coverage** **Limits** **Deductible**  
**Third Party Property Damage:** \$1,000,000 \$1,000  
**Premium Computation**  
**General Liability** \$206.00  
**Liquor Liability** \$0.00  
**Third Party Property Damage** \$52.00  
**Excess Liability** \$0.00  
**Total Premium** \$258.00  
**Total Fees** \$0.00  
**Total Due** \$258.00  
**Certificate Holder/Additional Insured** National League of Cities  
1301 Pennsylvania Ave. NW  
7th Floor  
Washington, DC 20004  
AZ - City of Willcox  
101 S Railroad Ave. Ste B  
Willcox, AZ 85643

To obtain a complete copy of the policy with the terms, conditions and exclusions of the policy, you must contact us at: tulip@ebi-ins.com or (800) 507-8414.



CITY OF WILLCOX  
Request for Council Action

Agenda Item: 10  
Tab Number: 4

**Meeting Date:**  
November 6, 2014

**Action:**  
 Resolution  
 Ordinance  
 Other

**Subject:**  
ADC Contract No. 15-058-19

**To:** Mayor and City Council

**From:** Kevin T. Hagerich, Public Works Director

**Discussion:** Contract renewal for workforce augmentation with the ADC inmates from Safford. They provide an invaluable source of manpower for the Public Works Department in support of city operations.

**Recommendation:** Staff recommends that the Mayor and Council approve the contract.

**Fiscal Impact:** As funded in current budget.

Submitted by: Kevin T. Hagerich

Approved by: [Signature]



**CITY OF WILLCOX, COCHISE COUNTY, ARIZONA**

**RESOLUTION 2014-20**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX APPROVING AND ADOPTING THE INMATE WORK LABOR CONTRACT BETWEEN THE CITY AND THE ARIZONA DEPARTMENT OF CORRECTIONS**

**WHEREAS**, the City of Willcox is empowered pursuant to A.R.S. §§ 9-240 and 11-951 and 11-952 et seq. to enter into agreements with the county, the state and federal governments and agencies and is vested with all powers of incorporated cities and towns as set forth in Title 9; and

**WHEREAS**, the Arizona Department of Corrections (ASPC-SAFFORD) is duly authorized by A.R.S. § 41-1604 et seq.; A.R.S. § 41-2501(B); and A.R.S. § 31-252, § 31-254 to execute and administer contracts; and

**WHEREAS**, the Director of the Department of Corrections (DOC) 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 DOC; and

**WHEREAS**, the City has a need for a labor force to support its general maintenance, janitorial, waterline work, manual labor, digging trenches, irrigation repairs and minor construction at its facilities and parks; and

**WHEREAS**, the Mayor and Council of the City of Willcox, Cochise County, Arizona have determined that it is in the best interest of the City and its citizens to approve and adopt this contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA, AS FOLLOWS:**

Section 1: Contract #15-058-19 attached as Exhibit "A" with the Arizona Department of Corrections is approved for a period of five (5) years commencing November 5, 2014.

Section 2: The Mayor is authorized and empowered to execute this Resolution.

Section 3: The City Manager is authorized and directed to take all action required and/or necessary to carry out the intent of this Resolution.

**PASSED AND ADOPTED BY** the Mayor and Council of the City of Willcox, Arizona, this 6<sup>th</sup> day of November, 2014.

**APPROVED/EXECUTED:**

**ROBERT A. IRVIN, Mayor**

**ATTEST:**

**VIRGINIA A. MEFFORD, City Clerk**

**APPROVED AS TO FORM:**

**ANN P. ROBERTS, City Attorney**

**Exhibit  
"A"**

**ADC Contract No: 15-058-19**

STATE OF ARIZONA  
DEPARTMENT OF CORRECTIONS  
1645 West Jefferson Street, Mail Code 55302  
Phoenix, Arizona 85007-3002

**INMATE WORK CONTRACT**

This Contract is entered into between the City of Willcox, hereinafter referred to as the Contractor, and the Director of the Arizona Department of Corrections, for and on behalf of its Arizona State Prison Complex – Safford, hereinafter known as the Department.

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.

**CITY OF WILLCOX**

**ARIZONA DEPARTMENT OF CORRECTIONS**

_____ Signature of Authorized Individual	_____ Date
<b>Robert A. Irvin</b> _____ Typed Name	
Mayor _____ Typed Title	
101 South Railroad Avenue, Suite B Willcox, Arizona 85643 _____ Address	

_____ Signature of Authorized Individual	_____ Date
<b>Michael P. Kearns</b> _____ Typed Name	
Division Director, Administrative Services _____ Typed Title	
1645 West Jefferson Street, Mail Code 328 Phoenix, Arizona 85007-3002 _____ Address	

Additional Signatures as Applicable

_____ Signature of Authorized Individual	_____ Date
_____ Typed Name	
_____ Typed Title	

_____ Signature of Authorized Individual	_____ Date
_____ Typed Name	
_____ Typed Title	

Prepared by: Stephen Castillo, Senior Procurement Specialist  
Date: October 29, 2014

**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, et seq. 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 general maintenance, janitorial, waterline work, manual labor, digging trenches, irrigation repairs and minor construction at the City of Willcox facilities and parks, and;

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

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

**1 THE CONTRACTOR AGREES:**

- 1.1 To provide necessary tools/equipment, drinking water, sanitary facilities and any special clothing required to accomplish work assignments.
- 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 utilizing On-Site Correctional Officer Supervision 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.
  - 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.
- 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.

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## SCOPE OF SERVICES

ADC Contract No. 15-058-19

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- 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.
- 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 ADC 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 (DO's), and Director's Instructions (DI's), i.e drug-free workplace, grooming code, etc. The policies, procedures, DO's, and DI's are available on the following web site [www.azcorrections.gov](http://www.azcorrections.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 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.
- 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.

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## SCOPE OF SERVICES

ADC Contract No. 15-058-19

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- 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 That on or before the 15<sup>th</sup> business day of each calendar month, the Contractor shall make payment for all work performed during the preceding month. The check or warrant shall be made payable to Arizona State Prison Complex-Safford and sent to the following address:
- Arizona State Prison Complex – Safford  
Attention: Business Manager  
896 South Cook Road  
Safford, Arizona 85546
- 1.17 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.
- 1.18 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.
- 1.18.1 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.
- 1.18.2 No inmate shall operate any mobile equipment until the Contractor receives written authorization from the Department in accordance with Attachment #3.

1.18.3 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.

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

1.18.5 Designated off-road mobile equipment may be:

1.18.5.1 Riding lawnmowers and golf carts or similar type equipment.

## 2 THE DEPARTMENT AGREES:

- 2.1 To provide a mutually agreed number of inmates, subject to availability of said work force, to support the City of Willcox, Inmate's scope of work will support the public works projects needs.
- 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. 4.
- 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 If the Contractor is not able to provide transportation, the Department may agree to provide transportation of inmates to and/or from the work site at the State prevailing rate.
- 2.6 To provide sack lunches for inmates and furnish all clothing, except special protective clothing or footwear.
- 2.7 To provide security supervision of inmate workers in accordance with Department written instructions.
- 2.8 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:
  - 2.8.1 An inmate fails to remain at the work site.
  - 2.8.2 An inmate has an accident or becomes seriously ill at the work site.
- 2.9 To remove and replace as soon as possible any inmate who does not perform to the satisfaction of the Contractor.
- 2.10 To approve/disapprove the Contractor's technical supervisor(s) assigned to this work program in accordance with Department written instructions.
- 2.11 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.
- 2.12 To keep the Contractor fully informed of Department written instructions and activities that have bearing upon the Contractor fulfilling assigned obligations under this Contract.

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**SCOPE OF SERVICES****ADC Contract No. 15-058-19**

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- 2.13 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.
- 2.14 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.
- 2.15 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.
- 2.16 To invoice the Contractor for payments due no later than the fifth (5<sup>th</sup>) business day of each month. Invoices shall identify the following:
- 2.16.1 Inmate name and ADC number
  - 2.16.2 Hours worked
  - 2.16.3 Rate of pay
  - 2.16.4 Mileage (if applicable)
  - 2.16.5 Vehicle repair expense (if applicable)
  - 2.16.6 Total amount invoiced
- 2.17 Invoices for CO supervision shall identify at a minimum the following:
- 2.17.1 CO name(s)
  - 2.17.2 CO hours worked including overtime hours, if applicable
  - 2.17.3 Total amount invoiced
- 2.18 That invoices shall be sent to the Contractor at the following address:

City of Willcox  
Attn: Accounts Payable  
101 South Railroad Avenue  
Willcox, Arizona 85643

**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 five (5) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
- 3.1.1 This Contract is expected to commence with the expiration of the current Contract, in effect through **November 4, 2014**.
- 3.2 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.
- 3.3 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, institution riots, lockdowns, inmate work strikes, etc. The following guidelines shall govern, if such circumstances should occur:
- 3.3.1 The Department shall provide verbal notice within 24 hours to the Contractor if circumstances will impact work activities.
- 3.3.2 The Contractor shall not hold the Department liable for failure to perform, or in default of Contract terms due to circumstances described above.
- 3.4 Inmates working under this Contract are not employees of the Contractor and any compensation is provided solely pursuant to A.R.S. § 31-254.
- 3.5 Non-Availability of Funds In accordance with A.R.S. § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 3.6 Cancellation for Conflict of Interest In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.
- 3.7 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.
- 3.8 Changes to the Contract shall be handled by formal amendment through Procurement Services
- 3.9 Arbitration In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

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**SPECIAL TERMS AND CONDITIONS****ADC Contract No. 15-058-19**

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- 3.9.1 Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Contract as to which exception has been taken by either party, or their designees, shall be retained by the parties until such appeals, litigations, claims or exceptions have been finally resolved.
- 3.10 Applicable Law In accordance with A.R.S. § 41-2501, et seq, and AAC R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.
- 3.11 Non-Discrimination In accordance with A.R.S. § 41-1461, Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.
- 3.12 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.
- 3.13 Audit of Records In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after 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 the original of any or all such records.
- 3.14 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 delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as shown on the signature page of this document.
- 3.15 Third Party Antitrust Violations The Contractor assigns to the State any claims for charges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor.
- 3.16 Notice Warning Any person who takes into or out of or attempts to take into or out of 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 employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property of packages.
- Definition:     A.R.S. § 13-2501:  
                      A.R.S. § 13-2505:  
                      ADC Department Order 708
- 3.17 Unlawful Sexual Conduct

- 3.17.1 A person – who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with

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**SPECIAL TERMS AND CONDITIONS****ADC Contract No. 15-058-19**

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an offender who is in the custody of the State Department of Corrections, 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

- 3.17.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, 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 the State Department of Corrections or was incarcerated in a city or county jail.
- 3.17.3 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.
- 3.17.4 Unlawful sexual conduct; correctional facilities; classification; Definition  
A.R.S. § 13-1419.
- 3.18 Federal Prison Rape Elimination Act 2003 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003. Reference 28 C.F.R., Part § 115.

3.19 Contraband

- 3.19.1 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

- 3.20 Offshore Performance of Work 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 secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 3.21 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.
- 3.22 E-Verify Requirement
- 3.22.1 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.
- 3.23 INDEMNIFICATION: Each party (as "Indemnitor") agrees to indemnify, defend, 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.

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**STANDARD WORK PROVISION  
INMATE WORK PROGRAMS**

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**Attachment #1  
ADC Contract No. 15-058-19**

**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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**Attachment #1  
ADC Contract No. 15-058-19**

- 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.

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**STANDARD WORK PROVISION  
SITE SAFETY AND  
HEALTH PLAN**

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**Attachment #2  
ADC Contract No. 15-058-19**

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

Provided by: Mike Foster, Manager, Safety and Environmental Services,  
Administrative Services 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.

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**STANDARD WORK PROVISION  
SITE SAFETY AND  
HEALTH PLAN**

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**Attachment #2  
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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.
  - 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.

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**STANDARD WORK PROVISION  
SITE SAFETY AND  
HEALTH PLAN**

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**Attachment #2  
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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.

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

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**STANDARD WORK PROVISION  
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minutes, the Project Manger 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 s 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.

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

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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 of 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 operation 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.

#### 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.

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**STANDARD WORK PROVISION  
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- 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 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 tool such as wedges and chisels shall be kept free of mushroomed heads.
  - 4.6.6 Wooden handles of 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.
  - 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.

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**STANDARD WORK PROVISION  
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**Attachment #2  
ADC Contract No. 15-058-19**

- 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 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.

LETTER OF INSTRUCTION  
REQUEST FOR AUTHORIZATION

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.

**CONTRACTOR  
AUTHORIZED WORK LOCATION (s)**

**Attachment #4  
ADC Contract No. 15-058-19**

1	City of Willcox - Library 100 N Curtis Willcox, Arizona
2	City of Willcox - <del>Historic</del> Cemetery 3 <sup>rd</sup> Avenue Willcox, Arizona
3	City of Willcox - Twin Lake Golf Course 1000 S Rex Allen JR, #1 / #3 Willcox, Arizona
4	City of Willcox - City Hall 101 S Railroad Ste#B Willcox, Arizona
5	City of Willcox - Wood St Lift Station/Irrigation 340 Exit 1200 W Rex Allen Dr. Willcox, Arizona
6	City of Willcox - Public Works Office 125 E Delos Willcox, Arizona
7	City of Willcox - Rights of Way (ROW) and Alleys Willcox, Arizona
8	City of Willcox - Irrigation Landscaping / Dispatch #1 / Art League #2 151 W Maley Willcox, Arizona
9	City of Willcox - Humane Shelter 1525 E Sreewart Willcox, Arizona
10	City of Willcox - Trailer Landfill 1600 W FT. Grant Rd. Willcox, Arizona
11	City of Willcox - Wash Out Bay 1604-A FT. Grant Rd. Willcox, Arizona
12	City of Willcox - Irrigation 340 Overpass 1618 FT. Grant Rd. Willcox, Arizona
13	City of Willcox - Water Station 1640 Ft. Grant Rd. Willcox, Arizona
14	City of Willcox - Food Pantry 200 W. Downen Willcox, Arizona
15	City of Willcox - Storage Building 250 N Railroad Willcox, Arizona
16	City of Willcox - Public Works Shop 250 N Railroad Willcox, Arizona

**CONTRACTOR  
AUTHORIZED WORK LOCATION (s)**

**Attachment #4  
ADC Contract No. 15-058-19**

17	City of Willcox – Fire Station #2 290W. Rex Allen Dr. Willcox, Arizona
18	City of Willcox – PD Justice Center 310 W Rex Allen Dr. Willcox, Arizona
19	City of Willcox – Community Center / #1 312 W. Stewart / #1 Willcox, Arizona
20	City of Willcox – Justice Center 320 W Rex Allen Dr. Willcox, Arizona
21	City of Willcox – Ramada / Sprinkler ler 500 #1 / Carnival #2 / Kieller Park 400 N Bisbee / #1 / #2 Willcox, Arizona
22	City of Willcox - Pool 500 N. Bisbee Willcox, Arizona
23	City of Willcox – Fire Department #1 501 W Maley Willcox, Arizona
24	City of Willcox – Well #10 Gilligan’s 600 N Mesa Willcox, Arizona
25	City of Willcox – Lift Station 600 S Railriad Ave. Willcox, Arizona
26	City of Willcox – Gonzales Park 601 W Jessie Willcox, Arizona
27	City of Willcox – Virgina Ave. Lift Station 680 Virginia Ave Willcox, Arizona
28	City of Willcox – Quail Park 801 N Quail Dr. Willcox, Arizona
29	City of Willcox – WWTF Lab 868 E Maley Willcox, Arizona
30	City of Willcox – Right of Way N Bisbee #2 Willcox, Arizona
31	City of Willcox – Railroad Park N Railroad Willcox, Arizona
32	City of Willcox – Food Pantry (old) Rex Allen Rd. Willcox, Arizona

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**CONTRACTOR  
AUTHORIZED WORK LOCATION (s)**

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**Attachment #4  
ADC Contract No. 15-058-19**

<b>33</b>	<b>City of Willcox – Sunset Cemetery Sunset Cemetery Willcox, Arizona</b>
<b>34</b>	<b>City of Willcox – Pedro Gonzales Jessie Street Willcox, Arizona</b>
<b>35</b>	<b>City of Willcox – Huffman Park W Soto Willcox, Arizona</b>
<b>36</b>	<b>City of Willcox – PW North Storage Yard Willcox, Arizona</b>



CITY OF WILLCOX  
Request for Council Action

Agenda Item: 11  
Tab Number: 5

**Meeting Date:**  
11/06/2014

**Action:**  
 Resolution  
 Ordinance  
 Other

**Subject:** [Senior Center]  
Community Input Advisory  
Committee appointment

**To:** Mayor and City Council

**From:** Sherry Lynn Van Allen, Human Resources

**Discussion:**

Per the Memorandum of Understanding between the City and the Hospital District in recital number 6. Community Input Advisory Committee, the City appoints two representatives.

Councilmember Cronberg has stepped down as the City's representative. It is necessary to appoint another representative to fill the vacancy.

The other position is currently held by the Library Director Thomas O. Miner. Mr. Miner would like to continue as a committee member.

**Recommendation:** Appoint Councilman Gerald "Sam" Lindsey and Library Director Thomas O. Miner to the [Senior Center] Community Input Advisory Committee.

**Fiscal Impact:** -0-

Submitted by:



Approved by:



Willcox City Council

Willcox, AZ

Dear Council Members;

Due to changes in council members, the council representative to the Senior input advisory committee needs to change. I am an at large member of the advisory committee and am agreeable to serve as the council representative if the city council wants to make that change. Tom Minor serves as the other city representative.

The Senior Center is making changes to where they will have their own committee to run the center. This ~~will~~<sup>may</sup> require some changes to the MOU that is now in place. The senior leadership has expressed a desire to have the current advisory committee remain for input in their operation. The duties of the advisory committee will be reduced, but will still be needed.

Thanks,

*Sam Lindsey*

**CITY OF WILLCOX**  
**ELSIE S. HOGAN**  
**COMMUNITY LIBRARY**



**100 North Curtis Avenue**  
**Willcox, Arizona 85643-2150**  
Phone: 520/766-4250 Fax: 520/384-0126  
Email: [tminer@willcoxcity.org](mailto:tminer@willcoxcity.org)

*"Mine, Yours and Ours"*

To: The Honorable Mayor and Council  
Ted Soltis, City Manager

Re: Senior Center Advisory Committee

Lady and Gentlemen,

For the past four and one-half years, it has been my pleasure to serve as your appointee to the Senior Center Advisory Committee, as the second member representing the City, along with Councilwoman Monika Cronberg. This letter is to signify my willingness and my desire to continue serving in this capacity, in keeping with our agreement in the Memorandum of Understanding with the Northern Cochise Community Hospital. I think we have been very instrumental in the development of the Rose C. Allan Senior Learning Center from its inception, and it has come a long way towards becoming a viable institution and hopefully one day soon, a valuable asset to our community. I wish to see it through. Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Tom Miner".

Tom Miner  
Library Director

