



Contract Number: CT-HD-12*619-05
 Effective Date: 10-01-2013
 Term Date: 08-31-2014
 Cost: \$110,019
 Revenue: -
 Total: \$110,019 NTE: _____
 Action
 Renewal By: 06-01-2014
 Term: 08-31-2014
 Reviewed by: VB

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: 10/01/2013

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

The Pima County Health Department is contracting with the State of Arizona Department of Corrections for the provision of an inmate labor pool to support Pima Animal Care Center. Inmates will be handling animals, cleaning kennels, cages and shelters, spot painting, and occasional landscaping.

Funding for inmate supervision by an ADOC Corrections Officer was not budgeted for FY14, however, due to recent events at Pima Animal Care Center, the Department believes this amendment is in the best interests of both the County and the inmate workers. This cost to Pima County for this amendment is \$110,019.

CONTRACT NUMBER (If applicable): 1200000000000000619 (formally 11-01-A-142292-0908), Amendment 5

STAFF RECOMMENDATION(S): *Approval*

Procedure Dept 09/20/13 PM02:05

TO CHH 9-20-13
COB
Agenda 10-01-13 (2)

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: \$110,019 and/or REVENUE TO PIMA COUNTY: \$

FUNDING SOURCE(S): General Fund

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

		YES	X	NO
--	--	-----	---	----

Board of Supervisors District:

1		2		3		4		5		All	X
---	--	---	--	---	--	---	--	---	--	-----	---

IMPACT:

IF APPROVED: Pima Animal Care Center will continue to receive needed assistance from inmate labor providing for the handling of animals, cleaning of kennels, cages and shelters, and other maintenance activities at the Center.

IF DENIED: Pima County Animal Care may not receive needed assistance from the inmate labor pool through the State of Arizona Department of Corrections

DEPARTMENT NAME: Health Department

CONTACT PERSON: Ana Basurto/Denise Sauer TELEPHONE NO.: 243-7838/7947

AMENDMENT FIVE

NO. CT-HD-12000000000000619

AMENDMENT NO. 05

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

The **Contract** entered into between the Pima County Board of Supervisors, On Behalf of the **Pima Animal Care Center**, hereinafter referred to as the **Contractor**, and the Director of the **Arizona Department of Corrections**, for and on behalf of the Arizona State Prison Complex-Tucson, hereinafter known as the **Department** is hereby amended as follows:

Purpose of Amendment: To revise the contract to include Correctional Officer Supervision and to reinstate Attachment #1.

These changes are specified below:

1) **Section 1.2**

Revise this section (Note: Added in Amendment One):

From: Contractor will be providing Inmate Supervision.

To: *Contractor may provide Inmate Supervision with Department Approval.*

2) Section 1.13

Reinstate this section with revised language (Deleted in Amendment One):

Add: Contractor to pay for Correctional Officer (CO) supervision of inmate work crews under this Contract, including overtime as requested and 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.

3) Section 1.14

Revise this section (Revised in Amendment One)

From: In addition to payment for inmate labor, 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.

To: *In addition to payment for inmate labor and Correctional Officer Supervision, as applicable, 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.*

4) Attachment #1 - Standard Work Provision / Inmate Work Programs

Reinstate Attachment #1 – Inmate Work Program Utilizing On-Site Correctional Officer(s) (CO)
(Replaced by Attachment #1A in Amendment One)

Note: Attachment #1A Inmate Work Program Utilizing Contractor Supervision will remain for future reference.

All other terms and conditions of this Contract shall remain in full force and effect.

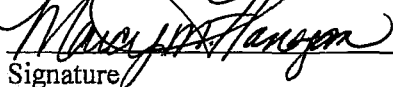
IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Amendment.

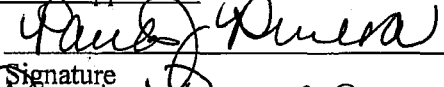
PIMA COUNTY BOARD OF SUPERVISORS**ARIZONA DEPARTMENT OF CORRECTIONS**

Signature of Authorized Individual _____ Date _____
Ramón Valadez
Typed Name
Chair, Pima County Board of Supervisors
Typed Title
4000 N. Silverbell Road
Tucson, Arizona 85745
Typed Address

Signature of Authorized Individual _____ Date _____
Michael P. Kearns
Typed Name
Division Director, Administrative Services
Typed Title
1601 West Jefferson, MC 328
Phoenix, Arizona 85007-3002
Typed Address

Additional Signatures as Applicable

 _____
Signature _____ Date 09.19.13
Francisco García
Typed Name
Director, Pima County Health Department
Typed Title

 _____
Signature _____ Date 9.11.13
Paula J. Perrera
Typed Name
Deputy County Attorney, Pima County
Typed Title

Prepared By: Janie Terry, Senior Procurement Specialist
Date Prepared: August 28, 2013

This amendment shall be effective when all signatures are affixed.

**STANDARD WORK PROVISION
INMATE WORK PROGRAMS**

**Attachment #1
ADC Contract No. 090078DC**

INMATE WORK PROGRAM UTILIZING ON-SITE CORRECTIONAL OFFICER(S) (CO)

- A. 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.
- B. 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.
- C. 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.
- D. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.
- E. 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.
- F. 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.
- G. 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. 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.
- H. 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.
- I. No inmate shall be placed in a supervisory capacity over any other inmate.
- J. The Contractor shall provide immediate notification to the on site CO of the following:
 - 1. Unsatisfactory work or malingering of inmates. If requested, the Contractor shall furnish a written account of such unsatisfactory performance.
 - 2. The discovery or suspicion of any intoxicant or unprescribed drug in the possession of any inmate worker.

**STANDARD WORK PROVISION
INMATE WORK PROGRAMS**

**Attachment #1
ADC Contract No. 090078DC**

- K. **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.
- L. Any allegations of non-compliance with Department written instructions, or other Contractor misconduct, shall be subject to investigation by the Department.