

MASTER AGREEMENT BETWEEN
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
AND
STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS
For Fiscal Year 2021- 2022

THIS MASTER AGREEMENT (this "Agreement") made and entered into on June 30, 2021, between the State of Florida, Department of Transportation (hereinafter referred to as "DOT"), and the State of Florida, Department of Corrections (hereinafter referred to as "FDC").

WITNESSETH:

WHEREAS, the Florida Transportation Code, Section 339.08(2), Florida Statutes, provides that DOT shall enter into contractual agreements with FDC for those specific maintenance functions which can be performed effectively by prison inmates under the supervision of FDC personnel, with technical assistance being provided by DOT; and

WHEREAS, Section 946.40, Florida Statutes, and Rules 33-601.201 and 33-601.202, Florida Administrative Code authorize the FDC to enter into agreements with other State agencies for the use of inmate labor in public works; and

WHEREAS, minimum and community custody inmates may be used for these purposes without being accompanied by a correctional officer, provided DOT provides proper supervision pursuant to the FDC's rules; and

WHEREAS, the cost of such agreements shall not exceed the cost that would be incurred by the DOT if such functions were to be performed by its personnel or by agreement with another entity unless, notwithstanding cost, the DOT can clearly demonstrate that it is in DOT's best interests to enter into this Agreement for reasons of expediency; and

WHEREAS, an appropriation of \$2,000,000.00 is available to DOT for the 2021-2022 Fiscal Year to fund a contractual arrangement between DOT and FDC for use of inmate labor for maintenance pursuant to Section 339.08, and Section 946.40, Florida Statutes.

NOW, THEREFORE, the parties hereto find it to be in the best interest of the State of Florida, and in consideration of the mutual benefits to be derived here from, the DOT and FDC agree as follows:

I. TERM AND RENEWAL

A. Term

This Agreement shall be effective on the date of execution and the work contemplated herein shall commence on July 1, 2021, or the date on which this Master Agreement is signed by both parties, whichever is later, and shall end on June 30, 2022.

B. Renewal

This Agreement may be renewed annually at the mutual agreement of the parties.

II. PURPOSE OF AGREEMENT

The purpose of this Agreement is for FDC to provide inmates working under the supervision of FDC to perform specific maintenance activities as directed by the DOT (“FDC Supervised Work Crews”) or for FDC to provide inmates who are assigned to and working under the supervision of DOT to perform maintenance activities on public works projects (“Supplemental Support Labor”). The maintenance activities, estimated quantities of maintenance activities, estimated number of inmates, hourly unit cost, work schedule, and locations shall be identified in the Local Agreement between each DOT District and FDC Facility (“Local Agreement”), the form of which is attached hereto and incorporated herein as Addendum “A”. A list of activities which can be performed by Supplemental Support Labor is attached hereto and incorporated herein as Addendum “B”. A list of any specific maintenance activities requiring FDC Supervised Work Crews, if any, will be determined and specified on a per Local Agreement basis. FDC Supervised Work Crews and Supplemental Support Labor may be assigned by DOT to a Maintenance Office or Operations Center, or, if deemed appropriate by the DOT Maintenance Engineer in certain situations, Work Crews may report directly to the work location.

III. SCOPE OF WORK

A. Responsibilities of DOT

1. Supplemental Support Labor. DOT shall regularly schedule work for minimum/community custody inmates provided by FDC pursuant to each Local Agreement. DOT shall compensate FDC at the wage rate as set forth in Addendum “B” attached hereto and incorporated herein for each hour for each inmate actually provided. Compensable inmate work time shall begin when inmates are made available to work and shall end when inmates stop working at the work location as directed by DOT.

DOT will provide FDC at least 24 hours’ notice in the event that DOT requires Supplemental Support Labor to perform routine or non-emergency work during other than normal work hours (e.g., evenings and/or nighttime). If approved by FDC, DOT will pick the inmates up from and return the inmates to the FDC facility.

2. FDC Supervised Work Crews. DOT, in cooperation with FDC, shall identify and regularly schedule specific maintenance activities to be performed by inmates under the supervision of FDC Officers.

DOT shall compensate FDC at the wage rate as set forth in Addendum “B” for each hour for each inmate actually provided, and subject to the limitations established below, DOT

FDC W1229/ DOT BEB91

shall compensate FDC for daily FDC Officer travel time required to transport inmates between FDC facilities and the DOT work location (“FDC Officer Travel Time”) at the rate of Activity 036 in Addendum “B”. FDC Officer Travel Time shall begin when the inmate crew leaves the FDC facility and shall end when the inmate crew is made available to work. FDC Officer Travel Time at the end of the shift shall commence when the inmate crew leaves the DOT work location and will end when the inmate crew arrives at the FDC facility. Limitations: If FDC Officer Travel Time for an FDC Officer is less than 30 minutes for a day, no compensation will be provided for FDC Officer Travel Time for that FDC Officer for that day. If FDC Officer Travel Time for an FDC Officer is greater than 2 hours for a day, a maximum of 2 hours of compensation will be provided for FDC Officer Travel Time for that FDC Officer for that day.

Compensable inmate work time shall begin when the FDC Supervised Work Crew is made available to work and shall end when the FDC Supervised Work Crew stops working at the work location as directed by DOT. Inmate travel to and from the work location shall not be compensable. Additional compensation will be considered by DOT in cases of extended, unforeseen emergency projects that result in overtime for FDC Officers supervising inmate labor. When an FDC Officer works on a work location more than 40 hours in a workweek, the FDC Officer’s overtime will be compensated at the 991-activity emergency maintenance rate per hour from Addendum “B”. This compensation for the FDC Officer’s overtime is in addition to the compensation for the work performed by the FDC Supervised Work Crew. The DOT Maintenance Engineer responsible for the Local Agreement must approve in writing any overtime in advance that will be paid by DOT concerning FDC.

3. DOT Supervision of Supplemental Support Labor. When specified in the Local Agreement, DOT will provide supervision of inmates in accordance with FDC rules and regulations. In accordance with Rule 33-601.202 (6), Florida Administrative Code, prior to supervising inmates, each employee supervising inmates shall have a criminal history record check completed by FDC, have successfully completed the initial and/or refresher training, maintain FDC certification, and be approved by FDC to supervise inmates.

When DOT employees supervise inmates in accordance with the Local Agreement, the supervisor to inmate ratio, for one supervisor for a work crew of up to five inmates, shall be agreed upon in advance and specified in the Local Agreement. A ratio greater than five inmates to one DOT supervisor shall not be exceeded at any time.

DOT may include DOT employees, Other Personnel Services (“OPS”) employees, and contracted employees.

4. DOT Support for FDC. DOT shall provide for and support FDC in performing the requirements of this Agreement as follows:
 - a. DOT shall provide all tools, equipment, materials, supplies, and personal items such as gloves, rubber boots, hard hats, rain gear, etc., as is necessary, appropriate, or required to reasonably perform the work and provide for the storage of such items.
 - b. DOT shall provide FDC Officers and Supplemental Support Labor with technical assistance and verbal and/or written instructions pertaining to work methods, reporting of production, and use of equipment/tools as required or necessary to perform the assigned tasks. Further, DOT:

FDC W1229/ DOT BEB91

- (1) will require FDC Supervised Work Crews to operate tools/equipment such as crew cab trucks, concrete mixers, wood chippers, small forklifts, small front-end loaders, weed eaters, curb edgers, chainsaws, tractors, etc., when the operation of such equipment is a routine part of the assigned activity;
 - (2) will provide training for FDC Officers in a manner consistent with the practices used to train DOT employees in the utilization of assigned tools and equipment and proper work methods. As a standard practice, DOT will not provide training to inmates assigned to FDC Supervised Work Crews. For FDC Officers that do not have experience in the utilization of assigned tools and equipment or proper work methods, DOT will provide direction, to include verbal and written instructions necessary for the officer to be assessed competent by DOT in the utilization of assigned tools and equipment or proper work methods; and,
 - (3) will verify competency of the FDC Officer in the same manner used to verify competency of a DOT employee. An inmate whose competency is verified by the FDC Officer is allowed to operate off-road equipment.
- c. DOT may require FDC Officers, FDC Supervised Work Crews, and Supplemental Support Labor to attend DOT safety meetings. Compensation shall be at the hourly rate for inmates. FDC will be given a list containing the names of officers and/or inmates attending safety classes or formal training within five (5) days of completion date.
 - d. DOT requires FDC Officers responsible for the installation and/or maintenance of temporary traffic control devices to meet Maintenance of Traffic ("MOT") Temporary Traffic Control (TTC) training requirements, in accordance with DOT Procedure 625-010-010, Temporary Traffic Control (Maintenance of Traffic) Training Procedure and the Temporary Traffic Control (Maintenance of Training) Training Handbook.
 - e. DOT will offer DOT-provided TTC/MOT training courses to FDC Officers at no cost to FDC. DOT will advise FDC when DOT-provided TTC/MOT training opportunities are available. DOT will pay the administrative service fee. FDC Officers may attend regularly scheduled TTC/MOT courses provided by DOT if space is available after DOT employees have registered for the course.
 - f. If the DOT has Commercial Driver's License (CDL) training sessions scheduled for DOT employees, DOT shall disseminate the training information to FDC Officers who are required to hold a valid CDL, as specified by Florida Statutes. If space is available, DOT will allow FDC Officers who are required to hold a valid CDL to attend scheduled DOT CDL training sessions. DOT shall not be responsible for any costs associated with any FDC Officer obtaining or maintaining a CDL, which includes but is not limited to the cost of training. DOT will not be responsible for holding or arranging CDL training sessions specifically for FDC Officers.
 - g. DOT shall provide vehicles for transporting inmates between FDC facilities and DOT work locations and to and from individual work locations. FDC shall provide FDC Officers to operate the DOT-provided vehicles for transporting inmates. All vehicle operating costs such as fuel, maintenance, and repairs shall be the

responsibility of DOT. DOT vehicles used for transporting inmates shall be equipped with a two-way communication radio with adequate range to communicate directly with FDC or DOT personnel. All DOT vehicles used for transporting inmates shall meet DOT safety standards. DOT shall promptly make repairs to meet such standards.

- h. DOT shall make all new DOT inmate supervisors available for thirty-two (32) hours of orientation and training, provided by FDC, prior to assuming supervision of inmates. All other DOT inmate supervisors that have previously completed this training shall be made available for eight (8) hours of refresher training provided by FDC, during each Fiscal Year.
 - i. DOT shall notify FDC immediately in the case of an escape or misconduct by an inmate, or when inmates fail to perform assigned tasks in a satisfactory manner. DOT shall have the right to refuse any such inmate for use in subsequent work assignments. All such action shall be followed up by providing written notification to FDC from the DOT Maintenance Engineer, or designee.
 - j. DOT may train its employees to administer first aid and will provide first aid assistance to the extent of their training. DOT will provide first aid to FDC inmates on the same basis as that provided to DOT employees and will promptly transport an injured inmate to a doctor or hospital should such care be needed. DOT supervisors shall immediately report all inmate injuries to FDC, regardless of severity. Medical-related complaints made by inmates to DOT shall be reported to FDC as soon as possible.
 - k. DOT shall provide notification in writing to FDC, when appropriate, when an FDC Officer fails to follow DOT rules, regulations, policies, and procedures pertaining to the performance and production of assigned work.
 - l. Payment shall be made only after receipt and approval of goods and services as provided in Section 215.422, Florida Statutes.
5. Legislative Appropriation. So long as there is legislative appropriation for DOT to use inmate labor as provided in Section 339.08(2) Florida Statutes, DOT will maximize to the extent possible the use of inmate labor so FDC will receive, as much as possible of the appropriation dollars for inmate labor as provided by the Legislature.

B. Responsibilities of FDC

1. Required Number of FDC Officers and FDC Supervised Work Crews. FDC shall provide the scheduled number of officers and inmates each workday as stipulated in the Local Agreements.
2. Required Number of Supplemental Support Labor. FDC shall provide the required number of minimum/community custody inmates each workday as established in the Local Agreements. The inmates provided shall exclude those classes of inmates listed in subsections (4) and (5) of Rule 33-601.202, Florida Administrative Code, as provided by Section 946.40(4), Florida Statutes, and no person convicted of a sexual battery

FDC W1229/ DOT BEB91

pursuant to Section 794.011, Florida Statutes, shall be included among the inmates provided by FDC to DOT.

3. Retention of Trained FDC Officers. FDC will make reasonable efforts, to the maximum extent possible, to schedule and provide FDC Officers that have been previously trained by the DOT in the task to be performed to maximize production and increase the effectiveness of previous training efforts.
4. FDC Relief Officers. FDC shall make every effort to provide an FDC Relief Officer when the assigned FDC Officer must be absent for training or approved leave. FDC will notify DOT of an FDC Officer's absence due to illness, as soon as practical upon the FDC Officer's notification to FDC of the illness-related absence. FDC Relief Officers must be familiar with provisions of this Agreement and the relevant Local Agreement. FDC Relief Officers must be trained in DOT procedures and equipment before assignment to an FDC Supervised Work Crew.
5. Escapee/Problem Inmates. FDC shall be responsible for the apprehension of an escapee and handling problem inmates. FDC shall provide transportation from the work location to FDC facilities for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule. FDC will provide a replacement inmate when an inmate is removed from the work location as soon as reasonably possible.
6. Retention of Trained Inmates. FDC shall, to the maximum extent possible, retain the same inmates assigned to DOT on a day-to-day basis to maximize the effectiveness of previous training.
7. Safety Apparel. FDC shall provide high visibility safety apparel for FDC Officers supervising FDC Supervised Work Crews. FDC shall provide inmates with high visibility safety apparel and personal items of clothing appropriate for the season of the year. High visibility safety apparel shall meet the requirements of Index 102-600 (sheet 3 of 12) of the current FDOT Standard Plans.
8. Food and Drinks. FDC shall provide food and drinks for inmates for the meal appropriate to the work schedule.
9. Inmate Physical and Mental Ability. FDC shall provide inmates who are physically and mentally able to perform various work assignments, including manual labor, as outlined in the Local Agreements. DOT will make reasonable efforts to cooperate with FDC to facilitate accommodations made by FDC for inmates with physical and mental disabilities in accordance with the Americans with Disabilities Act (ADA).
10. DOT Equipment. FDC shall accept responsibility for all tools, equipment, supplies, materials, and personal work items (such as gloves, boots, or hard hats) furnished by DOT. The FDC Officer shall sign a hand-receipt upon issuance and return of non-consumable items.

When tools or equipment are damaged or lost, or fixtures or other property is damaged, FDC and DOT will determine if negligence, abuse, or misuse occurred. Incidents of tools, equipment, fixtures, or property damaged due to negligence, abuse, or misuse by FDC Officers or inmates shall be documented by DOT and reported to FDC Risk Management. FDC shall be responsible for the cost to replace or repair the damage

incurred for an amount commensurate with the condition at the time of the damage. FDC shall only be responsible for the portion of the replacement or repair costs in proportion with the damage or loss caused by negligence, abuse, or misuse. For resolution in determining the responsibility or degree of loss or damage to any tool or equipment, the following dispute resolution process shall be followed:

- a. The first level of review will be the FDC Warden or Assistant Warden and the DOT Maintenance Engineer, or designee.
 - b. The second level of review will be the FDC Regional Director and the DOT District Maintenance Engineer, or designee.
 - c. The third and final level of review will be between the FDC Office of Institutions (Central Office) and the DOT Office of Maintenance.
11. Disciplinary Action. FDC shall be responsible for administering all disciplinary actions taken against an inmate for infractions committed while under DOT supervision. When appealable disciplinary action is taken, DOT shall provide witnesses needed to sustain such action.
 12. Inmates Ready to Travel. FDC shall ensure that inmates are ready to travel to work locations at the appropriate times regardless of temperature or weather, unless notified by DOT of suspended work operations due to inclement weather. The only exception shall be under conditions which would breach good security practices. FDC shall notify DOT if conditions would breach good security practices as early as possible. Supplemental Support Labor and FDC Supervised Work Crews are expected to be on time. If they are more than fifteen (15) minutes late, DOT will reduce the payments proportionate to the time not present.
 13. Medical Treatment. FDC shall be responsible for the cost of medical treatment for inmates injured on-the-job.
 14. Notification of DOT Supervisor's failure to follow FDC Rules. FDC shall notify DOT in writing when a DOT supervisor fails to follow FDC rules, regulations, policies and procedures for providing proper inmate supervision.
 15. Accurate Records. FDC shall maintain accurate records of the number of inmates made available to DOT and the amount of work performed by FDC Supervised Work Crews each day. DOT Crew Report (Form No. 325-010-01) shall be used by FDC to report work completed. The FDC Officer shall complete the form, sign, and submit it to DOT for review and signature prior to commencement of the following day's work. Any exceptions to this procedure shall be specified in the Local Agreement.
 16. Training Schedule. FDC shall provide DOT with an annual schedule of upcoming initial training and refresher training courses for non-FDC personnel supervising inmates. Initial training will be coordinated between the agencies and scheduled as needed. Training shall be standardized and conducted in each district and shall cover all current FDC procedures, rules, policies and/or regulations applicable to supervising or working with inmates as provided in this Agreement. In addition, FDC shall provide the DOT Maintenance Engineer or designated supervisory employee with a copy of the training curriculum as a resource or referral document. FDC shall provide a Training Certification Card, Form DC6-244, to each DOT employee upon completion of training and prior to assuming supervision of inmates. Subsequent training sessions shall be scheduled as

FDC W1229/ DOT BEB91

requested and/or required. Inmates shall not be supervised by DOT employees who have not completed the required training and issued a Training Certification Card.

17. FDC shall ensure FDC Officers successfully complete and update as necessary the appropriate course of TTC/MOT training, as required and defined in DOT Procedure 625-010-010-h, Temporary Traffic Control (Maintenance of Traffic) Training Procedure and the Temporary Traffic Control (Maintenance of Traffic) Training Handbook for work zone traffic control prior to performing any work on the State Highway System for which the FDC Officer is responsible for installation and/or maintenance of temporary traffic control devices. FDC Officers, including FDC Relief Officers and existing officers that have been reassigned duties, will complete the training prior to assignment to supervise a FDC Supervised Work Crew that requires temporary traffic control setup. FDC Officers shall provide DOT documentation of TTC/MOT certification upon request.

FDC Officers with the appropriate TTC/MOT Training are responsible for training inmates in proper flagging techniques.

FDC shall register, schedule, and provide travel arrangements as necessary for FDC Officers to attend DOT-provided TTC/MOT training at no cost to the DOT.

18. License Requirements. FDC shall ensure FDC Officers who operate a DOT vehicle hold a valid license, with proper endorsement, commensurate with the vehicle being driven. In order to operate vehicles that are classified as a Commercial Motor Vehicle, the FDC Officer shall hold a valid CDL, as specified by Florida Statutes. FDC will make every effort to provide an FDC Officer with the appropriate license for the vehicle necessary for the work activity scheduled. If an FDC Officer with the appropriate license is not available, DOT will make every effort to reassign the work crew to an activity that does not require use of a Commercial Motor Vehicle.
19. Controlled Substances and Alcohol Use and Testing Program. FDC shall implement and maintain the federally mandated Controlled Substances and Alcohol Use Testing Program for any of its FDC Officers who are required to operate any DOT vehicles that are classified as a Commercial Motor Vehicle.

The Controlled Substances and Alcohol Use and Testing Program must be in compliance with the provisions of United States Department of Transportation (“USDOT”) Regulation 49 CFR Part 40; Federal Highway Administration (“FHWA”) Regulation, 49 CFR Part 382, et.al.

C. FDC and DOT mutually agree as follows:

1. FDC and DOT will abide by the rules, regulations, policies and procedures of each agency as they pertain to the performance of assigned work and the supervision of assigned inmates under this Agreement.
2. FDC is not required to use a third-party TTC/MOT training provider, but FDC may choose to do so. DOT will not be responsible for the cost of TTC/MOT training provided by third-party TTC/MOT training providers.

DOT will not be responsible for holding or arranging TTC/MOT-training courses specifically to meet TTC/MOT training requirements for FDC Officers. DOT will not be responsible for the compensation of FDC Officers' time that is required to travel to DOT provided training.

FDC shall ensure the availability of TTC/MOT certified FDC Officers. If an FDC Officer with the required TTC/MOT certification is not available, and FDC has provided advanced notice to DOT, DOT may assign the work crew to another work activity. DOT will not schedule an FDC Supervised Work Crew for work requiring traffic control setup if the FDC Officer is not TTC/MOT-certified.

3. In the event of an emergency declared by the Governor, request for assistance in the areas covered by the declaration should be submitted to the State EOC. FDC will make every effort to resume normal operations as soon as possible upon the conclusion of the emergency event. In the event of any other emergencies, FDC Officer and inmates shall respond to requests pending approval by the Warden or Regional Director. Upon notification and approval, FDC will respond to emergencies within a reasonable period of time.
4. Changes to normal working hours for FDC Officers, as established by each Local Agreement, will require an Addendum to be executed to modify the Local Agreement. Addendums modifying FDC Officer scheduled work hours must be approved by DOT and FDC two weeks prior to implementing the change the work schedule.
5. FDC and DOT shall designate a local supervisory employee from each FDC facility and DOT work location that is the subject of the Local Agreement. The designated local supervisory FDC and DOT employees will be responsible for coordinating and scheduling of the FDC Supervised Work Crew operations, and the scheduling of Supplemental Support Labor working under DOT supervision (e.g., for FDC – the institution work squad monitor/supervisor and for DOT – the DOT employee assigned to coordinate the Local Agreement).
6. DOT and FDC agree that the primary duty and responsibility of the FDC Officer is to supervise assigned inmates in a manner consistent with FDC's responsibility to maintain security and protect the public. With the exception of crew cab trucks or other vehicles utilized to transport the work crew(s), tools and equipment routinely required for the assigned work activity will be operated by inmates assigned to the work crew. When there is no inmate on the crew with the competency to operate the required tools and equipment, DOT will assign the work crew to another work activity if available or advise FDC that the crew's workday is finished. DOT and FDC will make every effort to amicably resolve the situation to prevent further interruptions to the work effort. FDC will expedite the identification of an inmate(s) with the necessary competency (ies) for assignment to the crew(s).
7. The estimated costs of the executed Local Agreements shall not be construed as a guaranteed payment. The total combined payments from DOT to FDC for the fiscal year shall not exceed the fiscal year appropriation amount. No work will be performed by FDC Supervised Work Crews or Supplemental Support Labor once the fiscal year appropriation amount has been reached.

8. FDC and DOT shall prepare individual Local Agreements for each institution which establish a total cost for the Agreement based on the work that FDC can reasonably expect to accomplish using the FDC Supervised Work Crews and/or Supplemental Support Labor identified in the Local Agreement.

The Local Agreement shall be signed by the FDC Warden and the DOT Maintenance/Operations Engineer responsible for the Local Agreement work locations. DOT and FDC agree to provide notification and contact information to the other party, if the identity of the responsible party changes.

No work may begin prior to the execution of a Local Agreement.

All Local Agreements shall become a part of this Master Agreement.

Copies of all Local Agreements shall be submitted to the FDC Bureau of Security Operations, the applicable FDC Regional Office, the applicable DOT District Maintenance Office, and the DOT Office of Maintenance upon execution by all parties.

9. To maximize the time available for FDC Supervised Work Crews to perform their assignments each regularly scheduled work day, DOT, in coordination with FDC, will plan and schedule FDC Supervised Work Crews to report directly to work locations, minimizing unnecessary travel at the beginning and end of the workday. Work schedules will be planned in advance. Changes in schedules will be communicated immediately between the DOT and FDC Officer.
10. Every month, DOT shall prepare a combined summary of the Maintenance Contract Payment Submittal that reflects in detail the services received from each FDC institution providing inmate labor. DOT shall provide the summary of Maintenance Contract Payment Submittal to the FDC institution by the 10th of the month following the month in which the work was performed. FDC will review and verify the accuracy of the Maintenance Contract Payment Submittal, retain a copy for their records, and return a copy to DOT to be used as the invoice.
11. This Master Agreement, together with Addendums "A" and "B" and all Local Agreements, constitutes the complete understanding between the DOT and the FDC for the utilization of inmates by DOT, and supersedes all prior agreements.
12. Bills for fees or other compensation for services or expenses shall be submitted in accordance with DOT Topic No. 350-020-301-j. Travel expenses specifically authorized by this Agreement shall be submitted on Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Disbursement Handbook for Employees and Managers. (Section 287.058(b), Florida Statutes) (Section 215.422(11), Florida Statutes and Section 287.058(1) (b), Florida Statutes)
13. DOT and FDC may unilaterally cancel this Agreement in whole or in part, upon 120 days written notice, at any time the interest of the respective agency requires such termination or if an agency were to refuse to allow public access to documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the agency in conjunction with the Agreement.

14. FDC shall provide written notice to DOT at least 120 days prior to FDC institutional closures that will result in a reduction of inmate work crews as established in any Local Agreement unless the reduction is caused by an emergency situation.
15. Any dispute regarding performance under this Agreement shall be resolved informally at the local level. If the dispute cannot be resolved informally, DOT and FDC shall resolve the matter using the dispute resolution process in Section III. B. Item 10. If the dispute is unrelated to DOT equipment, then the dispute shall be reduced to writing and submitted to the FDC Assistant Deputy Secretary of Institutions, or designee, and the DOT Office of Maintenance Director for further resolution.
16. Modifications to this Agreement shall be valid only through execution of a formal Agreement amendment.
17. If any part, term, or provision of this Agreement is found by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
18. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida.
19. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
20. Prison Rape Elimination Act (PREA): DOT will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. DOT will also comply with all FDC policies and procedures that relate to PREA.


IN WITNESS WHEREOF, the parties hereto have caused this Master Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA

DEPARTMENT OF CORRECTIONS



Trueby K. Bodiford, Procurement Director

Date: 6/29/2021


FDC General Counsel
As to Form and Legality

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

DocuSigned by:

Will Watts, P.E., Chief Engineer, for
Courtney Drummond, P.E., Assistant Secretary
Engineering & Operations
6/30/2021 | 12:41 PM EDT
Date: _____

DocuSigned by:

4863C7AE191E44C...
Legal Review

ADDENDUM "A"

CONTRACT _____

LOCAL AGREEMENT (FY21/22)

This Local Agreement between the Florida Department of Transportation, District _____, hereinafter referred to as DOT, and the Florida Department of Corrections' _____, hereinafter referred to as FDC, shall be made a part of Master Agreement between the above-mentioned agencies dated _____ day of _____, 2021.

DOT agrees to compensate FDC for inmate labor, as provided for by this Local Agreement, for maintenance activities listed in the Master Agreement Addendum "B" (attached). The estimated total amount of annual compensation for this Local Agreement is \$_____.

DOT agrees to supervise _____ community and/or minimum custody inmates as supplemental support labor.

FDC agrees to provide _____ correctional officers to supervise _____ inmates for labor to be performed as scheduled by DOT.

The workweek shall be as follows:

(LIST WORK SCHEDULE TO INCLUDE DAYS, HOURS, ETC.)

(LIST ANY OTHER PROVISIONS TO BE INCLUDED IN THE LOCAL AGREEMENT)

Other provisions of this Local Agreement are as follows:

FDC shall provide notice to DOT within one (1) hour of work shift start time should an FDC Officer not be available to supervise assigned inmates on a scheduled workday.

FDC shall notify DOT in the event FDC cannot fulfill the obligations as described in this Local Agreement.

The effective dates of this Agreement are _____, through _____. Provisions of this Local Agreement may be amended by written agreement of the parties.

Agreed to and signed this _____ day of _____, 20__.

Florida Department of Corrections

Florida Department of Transportation

Name: _____

Name: _____

Title: Warden

Title: Maintenance Engineer

Name: _____

Title: Major, Work Release Center
(as necessary)

FDC /DOT

Attachment: Fiscal Year 21/22 Master Agreement with Addendum "B"

Copies shall be sent to the following offices:

**DOT Office of Maintenance
DOT District Maintenance Office
FDC Regional Office, Attention Regional Director
FDC Central Office, Bureau of Security Operations**

ADDENDUM "B"

Maintenance Activities

Activity Number	Activity Description	Units	Unit Labor Cost
1	Supplemental Support	Man-hours (MH)	10.65
028	Facility & Equipment Maintenance	Man-hours (MH)	10.65
030	Down Time	Man-hours (MH)	10.65
033	Training	Man-hours (MH)	10.65
036	FDC Officer Travel Time	Man-hours (MH)	30.53
411	Asphalt Repair (Manual)	Man-hours (MH)	10.65
412	Asphalt Repair (Mechanical)	Man-hours (MH)	10.65
414	Base Repair	Man-hours (MH)	10.65
421	Pressure Grouting	Man-hours (MH)	10.65
423	Concrete Pavement Joint Repair	Man-hours (MH)	10.65
424	Concrete Slope Pavement Joint Repair	Man-hours (MH)	10.65
425	Concrete Pavement Surface Repair	Man-hours (MH)	10.65
431	Motor Grader Operation	Man-hours (MH)	10.65
432	Repairing Non-Paved Shoulders (Manual)	Man-hours (MH)	10.65
433	Sodding	Man-hours (MH)	10.65
435	Seeding, Fertilizing and Mulching	Man-hours (MH)	10.65
436	Rework Non-Paved Shoulders, Front Slopes and Roadside Ditches	Man-hours (MH)	10.65
451	Clean Drainage Structures	Man-hours (MH)	10.65
456	Repair or Replace Storm-Side-Cross Drains	Man-hours (MH)	10.65
457	Concrete Repair	Man-hours (MH)	10.65
459	Concrete Sidewalk Repair	Man-hours (MH)	10.65
461	Roadside Ditches, Clean & Reshape (Mechanical)	Man-hours (MH)	10.65
464	Outfall Ditches, Clean & Repair	Man-hours (MH)	10.65
465	Mitigation Area Maintenance	Man-hours (MH)	10.65
471	Large Machine Mowing	Man-hours (MH)	10.65
482	Slope Mowing	Man-hours (MH)	10.65
484	Intermediate Machine Mowing	Man-hours (MH)	10.65
485	Small Machine Mowing	Man-hours (MH)	10.65
487	Weed Control (Manual)	Man-hours (MH)	10.65
489	Wildflowers	Man-hours (MH)	10.65
490	Fertilizing	Man-hours (MH)	10.65
492	Tree Trimming & Removal	Man-hours (MH)	10.65
493	Landscaping Area Maintenance	Man-hours (MH)	10.65
494	Chemical Weed & Grass Control (Spot Weeding)	Man-hours (MH)	10.65
497	Chemical Weed & Grass Control (Selective Weeding)	Man-hours (MH)	10.65
498	Storm Water Management	Man-hours (MH)	10.65
499	Control of Exotic / Invasive Species	Man-hours (MH)	10.65
519	Delineators	Man-hours (MH)	10.65

Activity Number	Activity Description	Units	Unit Labor Cost
520	Signs (Ground Signs 30 Sq. Ft. or Less)	Man-hours (MH)	10.65
521	Signs (Ground Signs over 30 Sq. Ft.)	Man-hours (MH)	10.65
522	Sign Cleaning	Man-hours (MH)	10.65
526	Guardrail Repair	Man-hours (MH)	10.65
527	Fence Repair	Man-hours (MH)	10.65
530	Routine Attenuator Inspection & Service	Man-hours (MH)	10.65
531	Attenuator Repair	Man-hours (MH)	10.65
532	Pavement Striping (Large Machine)	Man-hours (MH)	10.65
534	Pavement Marking (Small Machine)	Man-hours (MH)	10.65
537	Raised Pavement Markers	Man-hours (MH)	10.65
540	Graffiti Removal	Man-hours (MH)	10.65
541	Roadside Litter Removal	Man-hours (MH)	10.65
542	Road Sweeping (Manual)	Man-hours (MH)	10.65
543	Road Sweeping (Mechanical)	Man-hours (MH)	10.65
545	Edging & Sweeping	Man-hours (MH)	10.65
701	Emergency Fence Repair	Man-hours (MH)	10.65
702	Emergency Installation Traffic Control Services	Man-hours (MH)	10.65
703	Emergency Paved Road Repair	Man-hours (MH)	10.65
704	Debris Removal	Man-hours (MH)	10.65
705	Emergency Seeding, Fertilizing, Sodding	Man-hours (MH)	10.65
706	Emergency Slope & Ditch Repair	Man-hours (MH)	10.65
707	Emergency Storm Draining Cleaning	Man-hours (MH)	10.65
708	Emergency Delineator / Attenuator Repair	Man-hours (MH)	10.65
709	Emergency Lighting Repair	Man-hours (MH)	10.65
710	Emergency Pavement Marking / Striping	Man-hours (MH)	10.65
711	Emergency Bridge Repair	Man-hours (MH)	10.65
713	Emergency Non-Pave Road Repair	Man-hours (MH)	10.65
714	Flood Abatement	Man-hours (MH)	10.65
783	Railroad Crossing Maintenance	Man-hours (MH)	10.65
784	Railroad Signal Maintenance	Man-hours (MH)	10.65
787	Highway Lighting Maintenance	Man-hours (MH)	10.65
805	Bridge Joint Repair	Man-hours (MH)	10.65
806	Bridge Deck Maintenance & Repair	Man-hours (MH)	10.65
810	Bridge Handrail Maintenance & Repair	Man-hours (MH)	10.65
825	Superstructure Maintenance & Repair	Man-hours (MH)	10.65
845	Substructure Maintenance & Repair	Man-hours (MH)	10.65
859	Channel Maintenance	Man-hours (MH)	10.65
865	Routine Bridge Mechanical Maintenance	Man-hours (MH)	10.65
869	Movable Bridge Structural Maintenance	Man-hours (MH)	10.65
888	Bridge Damage Repair	Man-hours (MH)	10.65
896	Ferry Slip Maintenance & Repair	Man-hours (MH)	10.65

FDC /DOT

Activity Number	Activity Description	Units	Unit Labor Cost
901	Bridge Inspection	Man-hours (MH)	10.65
987	Traffic Control	Man-hours (MH)	10.65
989	Hurricane Preparation Building	Man-hours (MH)	10.65
990	Hurricane Preparation Panels & Bridges	Man-hours (MH)	10.65
991	Emergency Maintenance	Man-hours (MH)	10.65
992	Periodic Maintenance	Man-hours (MH)	10.65
993	Betterment	Man-hours (MH)	10.65
994	Work Performed for Other State Agencies	Man-hours (MH)	10.65
995	Maintenance Support Services	Man-hours (MH)	10.65
996	Miscellaneous Routine Maintenance	Man-hours (MH)	10.65