

ADDENDUM "A"

CONTRACT BE994

LOCAL AGREEMENT (FY20/21)

This Local Agreement between the Florida Department of Transportation, District 5, Brevard Operations, hereinafter referred to as DOT, and the Florida Department of Corrections' Central Florida Reception Center, hereinafter referred to as FDC, shall be made a part of Master Agreement #W1177/DOT between the above-mentioned agencies dated ___1___ day of ___July___, 2020.

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 \$485,000.

Using Activity 036 in Addendum 8, DOT agrees to compensate FDC for daily FDC Officer Travel Time between the Department of Corrections facility and the work site, except as limited below:

If FDC Officer Travel Time is less than 30 minutes for a day, no compensation will be provided.

If FDC Officer Travel Time is greater than 2 hours for a day, only 2 hours of compensation will be provided.

DOT agrees to supervise zero (0) community and/or minimum custody inmates as supplemental support labor.

FDC agrees to provide five (5) correctional officers to supervise twenty-five (25) inmates for labor to be performed as scheduled by DOT.

The workweek shall be as follows:

From July 1, 2020 through June 30, 2021- Monday through Thursday – 7am to 5pm with ½ hour lunch for a total of 9.5 hours, Eastern Standard Time and Daylight Savings Time.

OR

From July 1, 2020 through June 30, 2021- Tuesday through Friday – 7am to 5pm with ½ hour lunch for a total of 9.5 hours, Eastern Standard Time and Daylight Savings Time.

The work week hours are subject to change due to FDOT operational needs. DOT will notify FDC two weeks prior to any scheduling changes.

One day each month the length of the workday will be reduced up to 2 hours for Progress Meetings attended by the FDC Officers.

One day each month the length of the workday will be reduced up to 2 hours for FDC Administrative Staff Meetings attended by the FDC Officers.

FDC Officers will be available for one (1) week per year due to FDC training.

All FDC officers operating DOT equipment must have a valid DOT operator's permit and a Commercial Drivers License (CDL) with the endorsement of transporting passengers.

Any activity not listed on this agreement will be compensated for under the terms of the Master Agreement.

Participation by DOT forces in any item of work shall cause a reduction to credit of units completed by FDC forces for reporting in the Maintenance Management System.

The reduction will be determined by proportion of DOT involvement to FDC involvement. The amount of reduction will be the percentage of DOT forces compared to the total amount of personnel used to complete the units of work.

Example: Percentage of work to be paid = $100\% - ((\# \text{DOT persons} / \text{Total \# of persons}) * 100)$

DOT Crew Report (Form No. 325-010-01, Revised 2/13) used to report work is to include measurements/documentation and descriptive locations for verification of units completed. The reduction will be determined by proportion of DOT involvement to FDC involvement. The amount of reduction will be the percentage of DOT forces compared to the total amount of personnel used to complete the units of work.

Example: Percentage of work to be paid = $100\% - ((\# \text{DOT persons} / \text{Total \# of persons}) * 100)$

For the purpose of the Local Agreement, any reference to the DOT Maintenance Engineer shall mean DOT Brevard Operations Engineer.

The Master Agreement as agreed to annually between the DOT and the FDC is incorporated into the Asset Maintenance Contract E5N05. The Master Agreement will govern any discrepancies between the Asset Maintenance Contract and the Master Agreement.

DOT will provide two (2) FDC inmate crews from Brevard Operations to the Contractor for performance of routine maintenance activities as directed by the Contractor. Each inmate crew will consist of one (1) FDC Officer and five (5) inmates. Work will be limited to the rights of way and other easements within the respective maintenance areas from which the inmates are provided. Work for each inmate crew will be governed by the applicable addendum to the Master Agreement (i.e. Local Agreement) between DOT and FDC.

The Asset Contractor will provide, maintain, and store all vehicles, equipment, and materials necessary for FDC crews assigned work in Contract E5N05.

DOT will act as liaison between the Asset Contractor and FDC. In the event of a dispute, the Contractor shall provide documentation to DOT in cases where FDC supervisors have failed to follow rules, regulations, policies, and procedures pertaining to the performance of assigned work. Decisions by DOT will be considered final resolution in all disputes.

Provisions of this Local Agreement may be amended by written agreement of all parties. This Local Agreement may add to and/or expand upon the provisions of the Master Agreement but shall not modify the intent of the provisions contained therein.

Other provisions of this Local Agreement are as follows:

