

ADDENDUM "A"

CONTRACT BE797

LOCAL AGREEMENT (FY 19/20)

This Local Agreement between Department of Transportation, District 5, Orlando Operations Center, hereinafter referred to as DOT, and the Department of Corrections' Central Florida Reception Center, hereinafter referred to as FDC, shall be made a part of the Master Agreement between the above-mentioned agencies dated 20th day of June 2019.

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 amount of annual compensation for this Local Agreement is \$806,000.00.

DOT agrees to supervise 2 community and/or minimum custody inmates as supplemental support labor.

FDC agrees to provide 9 correctional officers to supervise 45 inmates for labor to be performed as scheduled by DOT.

The workweek shall be as follows: Two (2) crews and one (1) supplemental support inmate shall work Monday through Thursday, four nine and one-half (9-1/2) hour work days, 6:30 A.M. to 4:30 P.M. with one-half (1/2) hour for lunch. Two (2) crews and one (1) supplemental support inmate shall work Tuesday through Friday, four nine and one-half (9-1/2) hour work days, 6:30 A.M. to 4:30 P.M. with one-half (1/2) hour for lunch. Four (4) crews shall work Monday through Thursday, four nine and one-half (9-1/2) hour work days, 6:00 A.M. to 4:00 P.M. with one-half (1/2) hour for lunch. One (1) crew shall work Tuesday through Friday, four nine and one-half (9-1/2) hour work days, 6:00 A.M. to 4:00 P.M. with one-half (1/2) hour for lunch.

The Master Agreement as agreed to annually between the DOC and the FDC is incorporated into Asset Maintenance Contract E-5N05. The Master Agreement will govern in any discrepancies between the Asset Maintenance Contract and the Master Agreement.

DOT will provide two (2) inmate crews from Orlando Operations to the Asset Maintenance Contractor for performance of routine maintenance activities under Contract E5N05 as directed by the Asset Maintenance 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 Maintenance Contractor will provide, maintain and store all vehicles, equipment and materials necessary for FDC crews assigned work under Contract E5N05.

The Master Agreement as agreed to annually between the DOC and the FDC is incorporated into Asset Maintenance Contract E5P62. The Master Agreement will govern in any discrepancies between the Asset Maintenance Contract and the Master Agreement.

DOT will provide two (2) inmate crews from Orlando Operations to the Asset Maintenance Contractor for performance of routine maintenance activities under Contract E5P62 as directed by the Asset Maintenance Contractor. Each inmate crew will consist of one (1) FDC Officer and five (5) inmates. 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 Maintenance Contractor will provide, maintain and store all vehicles, equipment and materials necessary for FDC crews assigned work under Contract E5P62.

The Master Agreement as agreed to annually between the DOC and the FDC is incorporated into Performance Contract E5T98. The Master Agreement will govern in any discrepancies between the Performance Contract and the Master Agreement.

DOT will provide one (1) inmate crew from Orlando Operations to the Performance Contractor for performance of routine maintenance activities under Contract E5T98 as directed by the Performance Contractor. Each inmate crew will consist of one (1) FDC Officer and five (5) inmates. 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 Performance Contractor will provide, maintain and store all vehicles, equipment and materials necessary for FDC crews assigned work under Contract E5T98.

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

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

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 work day.


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 July 1, 2019, through June 30, 2020. Provisions of this Local Agreement may be amended by written agreement of the parties.

Agreed to and signed this 28 day of June, 2019.

Department of Corrections
Name: 

Title: Carol Casimir, Acting Warden

Name: 

Title: William Bowden, Colonel

Department of Transportation
Name: 

Title: Charles M. Heffinger, Jr., P.E.
Operations Engineer

Attachment: Fiscal Year 19/20 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