

## ADDENDUM "A"

### DOT CONTRACT BE596

#### LOCAL AGREEMENT (FY 18/19)

This Local Agreement between Department of Transportation, District 5, Brevard Operations Center, hereinafter referred to as DOT, and the Department of Corrections' Central Florida Receptions Center, hereinafter referred to as FDC, shall be made a part of the Master Agreement between the above-mentioned agencies dated 18th day of June 2018.

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 \$450,000.00.

Using activity 036 in addendum "8", dot agrees to compensate FDC for daily 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 per day, only 2 hours of compensation will be provided

—

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

FDC agrees to provide 5 correctional officers to supervise 25 inmates for labor to be performed as scheduled by DOT.

The workweek shall be as follows: from July 1, 2018 thru June 30, 2019- Monday through Thursday-7:00 a.m. to 5:00 p.m. with ½ hour lunch for a total of 9.5 hours. Eastern Standard Time and Daylight Savings time. The workweek hours are subject to change due to operational needs. DOT will notify FDC two weeks prior to any schedule changes.

FDC officers will be unavailable for one (1) week per year due to FDC training. All FDC officers operating DOT equipment must have a valid DOT operators permit and a commercial Driver's License. Any activity not listed on this agreement will be compensated for under the terms of the master agreement.

DOT crew report (Form No. 325-010-01) used to report work is to include measurements/documentation and descriptive locations for verification of units complete.

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 Brevard 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.

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 disputes.

Provisions of this local agreement may be amended by written agreement of all parties. This local agreement may be added 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:

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, 2018, through June 30, 2019. Provisions of this Local Agreement may be amended by written agreement of the parties.

Agreed to and signed this 28 day of June, 2018.

Department of Corrections  
Name: Sheila Cumbie

Title: Warden

Name: Dr. Tate

Title: Major, Work Release Center (as necessary)

Department of Transportation  
Name: [Signature]

Title: Maintenance Engineer

**Moataz "Mo" Hassan, P.E.**  
Moataz "Mo" Hassan, P.E.

Attachment: Fiscal Year 18/19 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