# MASTER AGREEMENT BETWEEN

## STATE OF FLORIDA
## DEPARTMENT OF TRANSPORTATION

## AND

## STATE OF FLORIDA
## DEPARTMENT OF CORRECTIONS

### For Fiscal Year 2015 - 2016

THIS MASTER AGREEMENT (this "Agreement") made and entered into this 29 day of June, 2015, 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 $19,146,000.00 is available to DOT for the 2015-16 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; and

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 begin on the 1st day of July, 2015, or the date on which this Master Agreement is signed by both parties, whichever is later, and shall end at midnight on the 30th day of June, 2016.

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 inmate labor on FDC supervised work crews to perform regularly scheduled specific maintenance activities as directed by the DOT; to provide inmates who are assigned and working under the supervision of DOT ("Supplemental Support Labor") working in and around DOT facilities, as Supplemental Support Labor within DOT crews on a ratio no greater than two inmates to one DOT employee (Two-to-One Ratio), except during lunch and non-work periods, or as otherwise provided herein. Other Personnel Services ("OPS") as provided by persons employed by DOT and/or contract labor, as well as DOT employees, may be used to meet the Two-to-One Ratio requirement. The Two-to-One Ratio may be exceeded in unusual circumstances if approved on a daily basis by the DOT Unit Maintenance Engineer. Examples of unusual circumstances would include an emergency situation or the temporary unavailability of DOT personnel to make the Two-to-One Ratio. The Two-to-One Ratio shall not be exceeded on a continuing routine basis. A ratio greater than four inmates to one DOT employee shall not be exceeded at any time. Any DOT employees' concerns with working with greater than a Two-to-One Ratio should be handled by DOT on a case-by-case basis.

## *III. SCOPE OF WORK*

A. Responsibilities of DOT

1. Supplemental Support Labor. DOT shall regularly schedule work for all minimum/community custody inmates provided by FDC pursuant to a local agreement between DOT and FDC (the "Local Agreement"). Specific activities, quantities and locations shall be identified through the Local Agreement(s), the form of which is attached hereto and incorporated herein as Addendum "A". DOT shall compensate FDC at the wage rate as set forth in Addendum "B" attached hereto and incorporated herein. The wage rate shall be per inmate hour for the number of inmates agreed upon by the Local Agreement, when that number is made available, per day, whether used or not as Supplemental Support Labor. If DOT requests and uses additional inmates as Supplemental Support Labor in excess of the number of inmates specified in the Local Agreement, DOT will compensate FDC for the additional number of inmates used.

For example, if a lesser number of inmates are provided, compensation shall be for the number of inmates provided. If, at DOT's request the total number of minimum /community custody inmates provided daily exceeds the number established in the Local Agreement, compensation shall be for the contracted number plus any excess inmates used.

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

2. FDC Supervised Crews. DOT, in cooperation with FDC, shall identify and regularly schedule specific maintenance activities to be performed by inmates under the supervision of FDC supervisors. These activities shall be identified in the Local Agreement. The Local Agreement will include the units and DOT labor unit costs and specific activities, quantities and locations shall be identified.

   DOT shall compensate FDC for each unit of work satisfactorily completed at the cost per unit specified in Addendum B. Those activities completed by FDC supervised crews not shown on Addendum B shall be compensated at the wage rate as per Addendum B of this Agreement per inmate hour, not including the FDC officer, for man-hour activities. These costs will be based on the engineered activity unit costs ("DOT Engineered Activity Unit Costs"). All material, equipment and overhead costs will be subtracted from the DOT Engineered Activity Unit Cost, with the remaining cost to reflect labor only. All costs represent compensation for performance of 100% of the named activity.

   Subject to the limitations established below, DOT shall compensate FDC for daily FDC officer travel time required to transport inmates between FDC facilities and DOT work centers ("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 crew arrives at the DOT job site or the DOT Maintenance Yard. FDC Officer Travel Time at the end of the shift shall commence when the inmate crew leaves the DOT job site or DOT Maintenance Yard and will end when the inmate crew arrives at the FDC facility. Limitations: 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.

   Compensable inmate work time shall commence when the inmate crew begins work at the DOT job site or the Maintenance Yard as directed by DOT and shall end when the inmate crew stops work at the DOT job site or the Maintenance Yard as directed by DOT. Inmate travel to and from the DOT job site or Maintenance Yard shall not be compensable. Additional compensation will be considered by DOT in cases of extended, unforeseen emergency projects that result in overtime for correctional officers supervising inmate labor. When a FDC officer works on a DOT job site more than 40 hours in a workweek, the officer's overtime will be compensated at the 991 activity emergency maintenance rate per hour from Addendum "B" of this Agreement. This compensation for the FDC officer's overtime is in addition to the compensation for the

work performed by the FDC inmate work crew. The DOT area maintenance engineer must approve any overtime that will be paid by DOT concerning FDC.

3. DOT Supervision of Inmates Assigned as Supplemental Support Labor. DOT shall provide supervision of inmates in accordance with FDC rules and regulations. DOT employees will supervise inmates assigned as Supplemental Support Labor on a Two–to–One Ratio basis or as provided for in Section II., Purpose of Agreement. In accordance with Rule 33-601.202 (6), Florida Administrative Code, prior to supervising inmates, each DOT employee who is to supervise inmates shall have a criminal history record check completed by FDC, be approved by the FDC to supervise inmates, and successfully complete training in supervising inmates provided by FDC.

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 and personal items such as gloves, rubber boots, hard hats, rain gear, etc., as is necessary, appropriate, or required to perform the work and provide for the storage of such items.

   b. DOT shall provide FDC supervisors and Supplemental Support Labor with technical assistance and verbal and/or written instructions pertaining to the work methods, work zone traffic control, reporting of production and use of equipment/tools as required or necessary to perform the assigned tasks. Further, DOT:
      (1) will require FDC supervised 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 formal training for FDC supervisors in a manner consistent with the practices used to formally train DOT employees. As a standard practice, DOT will not provide formal training to inmates assigned to FDC crews. For FDC supervisors 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 supervisor is allowed to operate off-road equipment.

   c. DOT may require FDC supervisors, FDC 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 will require FDC supervisors to satisfactorily complete the appropriate Maintenance of Traffic ("MOT") course as defined in DOT procedure 625-010-010-h prior to performing any work on the State Highway System for which the FDC supervisor is responsible for installation and/or maintenance of Traffic Control

Devices. FDC can access the Web Site http://www.dot.state.fl.us/rddesign/MOT/MOT.shtm for the list of course providers for the required MOT training. If the web site URL changes, DOT will immediately notify FDC of the new web site. FDC supervisors, including alternates or existing officers that have been reassigned duties, will complete the training prior to assignment to supervise an FDC crew that requires traffic control setup.

Inmates are often assigned flagging duties. After the FDC supervisor has completed the appropriate MOT Training course, it is the responsibility of the FDC supervisor to train inmates in proper flagging techniques.

FDC officers will be required to meet the Training Category course requirements as defined in DOT procedure 625-010-010-h, Maintenance of Traffic.

e. If the DOT has Commercial Driver's License training sessions scheduled for DOT employees, DOT shall disseminate information on available training opportunities to FDC officers who are required to hold a valid Commercial Driver's License as specified by Florida Statutes. If space is available, DOT will allow FDC officers who are required to hold a valid Commercial Driver's License to attend DOT Commercial Driver's License training sessions scheduled. DOT shall not be responsible for any costs associated with any FDC officer obtaining or maintaining a Commercial Driver's License, which includes but is not limited to the cost of training. DOT will also not be responsible for holding or arranging Commercial Driver's License training sessions specifically for FDC officers.

f. DOT shall provide vehicles for transporting inmates between FDC facilities and DOT work centers and also to and from individual work sites. FDC shall provide the vehicle operator when inmates are being transported to the work center or work site. 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.

g. 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 the 2015-16 Fiscal Year.

h. 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 Maintenance Engineer or designee.

i. 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.

j. DOT shall provide notification in writing to FDC, when appropriate, when an FDC supervisor fails to follow DOT rules, regulations, policies, and procedures pertaining to the performance and production of assigned work.

k. DOT agrees to pay FDC for services described herein at a rate of compensation as detailed in Addendum B. 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 maintain or expand usage of inmate labor so that FDC will receive any appropriation dollars for inmate labor as provided by the Legislature.

6. Use of FDC Crews. It is understood that FDC is performing work under contract with DOT. DOT is expanding its use of asset maintenance contractors to manage and operate its transportation system. DOT and FDC agree to utilize FDC crews as has been done historically. DOT's contractual administrative responsibilities may be performed by an asset maintenance contractor. This Agreement and its incumbent responsibilities are directly between DOT and FDC, and DOT will continue to make payment directly to FDC for work performed under this Agreement.

B. Responsibilities of FDC

1. Required Number of Inmates. FDC shall provide the required number of minimum/community custody inmates each work day during Fiscal Year 2015-2016. The ratio shall not to exceed fourteen (14) inmates per DOT supervisor. 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 pursuant to Section 794.011, Florida Statutes, shall be included among the inmates provided by FDC to DOT under this or any Local Agreement.

2. Relief Supervisor. FDC shall provide inmates, supervisors, and relief supervisors as is necessary to accomplish the various work activities established in Local Agreements, except when the absence of the FDC supervisor is due to illness or when the FDC supervisor's presence at the institution is necessary due to an emergency situation. Local FDC will notify the affected DOT yard of a FDC supervisor's absence as soon as possible. FDC shall make every effort to provide a relief supervisor when the assigned supervisor must be absent for training, or for approved leave. FDC relief supervisors must be familiar with provisions of the Local Agreement. FDC relief supervisors must be properly trained in DOT procedures and equipment before assignment to an FDC supervised crew.

3. Escapee/Problem Inmates. FDC shall be responsible for the apprehension of an escapee and handling problem inmates. FDC shall provide transportation from the work site to FDC facilities for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule. If a replacement is immediately available, FDC shall provide a replacement inmate when an inmate must be removed from the worksite.

4. Retention of Trained Inmates. FDC shall, to the maximum extent possible, retain the same inmates assigned to DOT on a day-to-day basis in order to maximize the effectiveness of previous training.

5. Safety Apparel. FDC shall provide high visibility safety apparel for FDC officers supervising FDC 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 600 (sheet 3 of 13) of the current FDOT Design Standards.

6. Food and Drinks. FDC shall provide food and drinks for inmates for the meal appropriate to the work schedule.

7. 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 Agreement.

8. DOT Equipment. FDC shall accept responsibility for all tools, equipment, supplies, materials, and personal work items (gloves, boots, hard hats, etc.) furnished by DOT. A hand-receipt shall be signed by the FDC supervisor upon issuance and return of non-expendable items. FDC shall replace or repair to previous condition any DOT tools/equipment that are damaged or lost as a result of negligence or abuse by FDC employees or inmates. FDC is only responsible to replace tools/equipment in proportion to the damage or loss caused by such negligence or abuse. If an agreement cannot be reached regarding loss or damage to any tools or equipment, the following dispute resolution process shall be implemented:
   (a) The first level of review will be between the FDC Work Squad Monitor/Supervisor and the DOT employee assigned as coordinator for the Local Agreement, and/or his or her designee.
   (b) The second level of review will be the FDC Warden or Assistant Warden and the DOT Maintenance Engineer, and/or his or her designee.
   (c) The third level of review will be the FDC Regional Director and the DOT District Maintenance Engineer, and/or his or her designee.
   (d) The fourth and final level of review will be between the FDC Office of Institutions and the DOT State Maintenance Office.

9. 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.

10. Inmates Ready to Travel. FDC shall ensure that inmates are ready to travel to work sites at the appropriate times regardless of temperature or weather, unless notified by DOT of suspended work operations. 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 are expected to be on time. If they are more than fifteen (15) minutes late, DOT may reduce the supplemental support payments proportionate to the time not present.

11. Medical Treatment. FDC shall be responsible for the cost of medical treatment for inmates injured on-the-job.

12. 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.

13. Accurate Records. FDC shall maintain accurate records of the number of inmates made available to DOT and the amount of work performed by FDC crews each day. DOT Crew Report (Form No. 325-010-01) shall be used by FDC to report work completed. The FDC supervisor shall complete the form, sign, and submit it to the DOT supervisor 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.

14. 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 Local Maintenance Engineer 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 inmate supervisor upon completion of training and prior to assuming supervision of inmates. Subsequent training sessions shall be scheduled as 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.

15. Required Commercial Driver's License. FDC shall require all correctional officers operating DOT vehicles to hold a valid Commercial Driver's License as specified by Florida Statutes.

16. Alcohol Use and Controlled Substance Testing Program. FDC shall implement and maintain the federally-mandated Alcohol Use and Controlled Substance (Drug) Testing Program for any of its correctional officers who are required to operate any DOT vehicles that are classified as a Commercial Motor Vehicle ("CMV").

    The Alcohol Use and Controlled Substance Drug 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. DOT personnel, FDC supervisors, and inmates, shall be available on a 24-hour basis in the event of emergencies. Upon notification, FDC shall be expected to respond to emergencies within a reasonable period of time.

3. Changes in normal working hours as established by Local Agreement for FDC supervisors must be approved by FDC and, as appropriate, the Department of Management Services prior to making a change in the work schedule. Upon two weeks' notice and approval of FDC and the Department of Management Services, the schedule of work hours may be changed to accommodate the needs of DOT.

4. FDC and DOT shall designate a local supervisory employee from each FDC and DOT facility that is the subject of the Local Agreement. The designated local supervisory FDC and DOT employees will be responsible for coordinating the daily operation of the inmates 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).

5. DOT and FDC agree that the primary duty and responsibility of the FDC supervisor 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. FDC Supervisors may operate tools and equipment routinely required for the assigned work activity when there is no inmate on the crew with the competency required and the FDC supervisor for the work crew determines that his/her operation of the tools and equipment will not adversely affect his/her primary duties and responsibilities. In any event, an FDC supervisor's performance in this capacity shall be limited to no greater than five (5) percent of the FDC supervisor's time. When there is no inmate on the crew with the competency to operate the required tools and equipment and the FDC supervisor determines his/her primary responsibilities would be compromised if he/she operated the equipment, DOT will do one of the following: 1) assign the work crew to another work activity, if available; or 2) assign a DOT employee, if available, to assist the crew. If a DOT employee assists the crew, compensation to FDC will be reduced as provided for in Section III, Item A, 2. If Option 1 or 2 cannot be accomplished, then as a last resort, DOT will 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).

6. The estimated cost and total allocations reflected in Addendum "B" and "C" shall not necessarily be construed as a guaranteed payment, nor shall the payment to FDC be limited to this amount. Total payment shall be based on the actual amount of work

completed and accepted by DOT at the agreed contract unit prices reflected in the Local Agreement and Addendum "B".

7. DOT shall pay FDC for work completed and accepted. All monthly payments shall be made by the 15th of the month following the month in which the work was actually completed and accepted. The total combined payments from DOT to FDC for the fiscal year shall not exceed the amount earned by FDC during the fiscal year, based on units of work satisfactorily completed at the established unit prices.

8. FDC and DOT shall:
   (a) Prepare individual Local Agreements specifying schedules, activities, quantities and locations for each FDC facility providing inmate labor to a DOT District.
   (b) Establish a total cost for each Local Agreement which is reflective of the work that FDC can reasonably expect to accomplish based on the FDC supervised crew(s) and/or supplemental support inmates identified in the Local Agreement.
   (c) The Local Agreement shall be signed by the FDC facility Warden and the DOT Unit Maintenance Engineer.
   (d) All Local Agreements shall be attached to and become a part of this Agreement. The Individual Local Agreements may add to and/or expand upon the provisions contained in this Agreement, but shall not modify the intent or contradict the terms of the provisions contained herein.
   (e) Copies of all Local Agreements shall be submitted to the FDC Bureau of Institutional Support Services, appropriate FDC Regional Office, the DOT District Maintenance Office, and the DOT Office of Maintenance upon approval by all parties.

9. To maximize the time available for FDC supervised crews to perform their assignments each regularly scheduled work day, DOT, in coordination with FDC, will plan and schedule the work of FDC supervised crews to minimize the need for crews to report to the maintenance yard at the beginning and end of the workday. Work schedules should be planned in advance. Changes in schedules will be communicated immediately between the DOT and FDC by use of either the appropriate FDC Officer's cell phone or by radio communication as established.

10. Every month, DOT shall prepare a combined summary of the Maintenance Contracts Payment Submittal that reflects in detail the services received for each FDC facility providing inmate labor. DOT shall provide the summary of Maintenance Contracts Payment Submittal to the FDC facility 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.

11. This Agreement, together with Addendum "A", "B", and "C" 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 sufficient detail for a proper pre-audit and post-audit and bills for travel expenses specifically authorized by this Agreement shall be submitted on the Department's Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, F.S. and the

most current version of the Disbursement Handbook for Employees and Managers. (Section 287.058(b), F.S.) (Section 215.422(11), F.S. and Section 287.058(1)(b), F.S.)

13. DOT and FDC may unilaterally cancel this Agreement in whole or in part, upon one hundred twenty (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. Any dispute regarding performance under this Agreement shall be resolved informally at the local level. If the dispute that cannot be resolved informally, DOT and FDC shall resolve the matter using the following dispute resolution process: (For dispute resolution regarding tools and equipment see Section III. Item 8. (a-d))
    (a) The first level of review will be the FDC Work Squad Monitor/Supervisor and the DOT employee assigned as coordinator for the Local Agreement and/or his or her designee.
    (b) The second level of review will be the FDC Warden or Assistant Warden and the DOT Maintenance Engineer and/or his or her designee.
    (c) The third level of review will be the FDC Regional Director and the DOT District Maintenance Engineer and/or his or her designee.
    (d) The fourth and final level of review will be the FDC Office of Institutions and the DOT State Maintenance Office.

15. Modifications to this Agreement shall be valid only through execution of a formal Agreement amendment.

16. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held 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, and 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.

17. 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.

18. 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.

19. 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

Julie Jones, Secretary

Date: 6/26/15

6/25/15

FDC General Counsel
As to Form and Legality

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

Jim Boxold, Secretary

Date: 6/25/15

Legal Review

## ADDENDUM "A"

## LOCAL AGREEMENT

This Local Agreement between Department of Transportation, District ____, _____ Maintenance Yard, hereinafter referred to as DOT, and the Department of Corrections' _____ _____, hereinafter referred to as FDC, shall be an attachment to and made a part of the Master Agreement between the above-mentioned agencies.

DOT agrees to compensate FDC for inmate labor up to the amount of $_____ as provided for by this Local Agreement for the following activities:

Using Activity 036 in Addendum "B", 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.

| Activity No. | Description | Unit | Unit Price | Estimated Quantity | Total Cost |
|---|---|---|---|---|---|

LIST EACH ACTIVITY AND RELATED INFORMATION AS SHOWN ABOVE

DOT agrees to supervise _____ community and/or minimum custody inmates as supplemental support labor. DOT shall compensate FDC for the above-mentioned number of inmates at the wage rate in Addendum "B" of this Agreement per inmate hour for each work day when that number is made available by FDC, whether used or not as supplemental/support labor by DOT. If a lesser number than that stated above is made available, compensation shall be for the number made available. If DOT agrees to supervise a number of inmates that exceeds the above-mentioned number, compensation shall be for the number stated above plus those in excess of that number.

FDC agrees to provide _____ correctional officers to supervise _____ inmates for labor to be performed as scheduled by DOT. DOT shall compensate FDC for each unit of work satisfactorily completed at the cost per unit as specified above.

The workweek shall be as follows:

LIST WORK SCHEDULE TO INCLUDE DAYS, HOURS, ETC.

Other provision of this Local Agreement is as follows:

LIST ANY OTHER PROVISIONS TO BE INCLUDED IN THE LOCAL AGREEMENT

The effective dates of this Agreement are July 1, 2015, through June 30, 2016. Provisions of this Local Agreement may be amended by written agreement of the parties. This Local Agreement may add to an/or expand upon the provisions of the Master Agreement, but shall not modify the intent of the provisions contained therein.

Agreed to and signed this _____ day of _____, 201__.

| Department of Corrections | Department of Transportation |
|---|---|
| Name: _____ | Name: _____ |
| Title: Warden | Title: Maintenance Engineer |
| Name: _____ | LEGAL REVIEW: |
| Title: Major, Work Release Center (as necessary) | _____ |

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"

## DOT LABOR UNIT COST for DEPARTMENT of CORRECTION (FDC) AGREEMENT

| Activity Number | Activity Description | Units | Unit Labor Cost | Estimated Quantity | TOTAL Cost |
|---|---|---|---|---|---|
| 1 | Supplemental Support | Man-hours (MH)) | 10.65 | 0.000 | $0.00 |
| 028 | Facility & Equipment Maintenance | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 030 | Down Time | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 033 | Training | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 036 | FDC Officer Travel Time | Man-hours (MH) | 30.53 | 0.00 | $0.00 |
| 411 | Asphalt Repair (Manual) | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 412 | Asphalt Repair (Mechanical) | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 414 | Base Repair | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 421 | Pressure Grouting | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 423 | Concrete Pavement Joint Repair | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 424 | Concrete Slope Pavement Joint Repair | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 425 | Concrete Pavement Surface Repair | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 431 | Motor Grader Operation | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 432 | Repairing Non-Paved Shoulders (Manual) | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 433 | Sodding | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 435 | Seeding, Fertilizing and Mulching | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 436 | Rework Non-Paved Shoulders, Front Slopes and Roadside Ditches | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| | | | 10.65 | | |
| 451 | Clean Drainage Structures | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 456 | Repair or Replace Storm-Side-Cross Drains | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 457 | Concrete Repair | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 459 | Concrete Sidewalk Repair | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 461 | Roadside Ditches, Clean & Reshape (Mechanical) | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 464 | Outfall Ditches, Clean & Repair | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 465 | Mitigation Area Maintenance | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 471 | Large Machine Mowing | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 482 | Slope Mowing | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 484 | Intermediate Machine Mowing | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 485 | Small Machine Mowing | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 487 | Weed Control (Manual) | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 489 | Wildflowers | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 490 | Fertilizing | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 492 | Tree Trimming & Removal | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 493 | Landscaping Area Maintenance | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 494 | Chemical Weed & Grass Control (Spot Weeding) | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 497 | Chemical Weed & Grass Control (Selective Weeding) | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 498 | Storm Water Management | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 499 | Control of Exotic / Invasive Species | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 519 | Delineators | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 520 | Signs (Ground Signs 30 Sq. Ft. or Less) | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 521 | Signs (Ground Signs over 30 Sq. Ft.) | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 522 | Sign Cleaning | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 526 | Guardrail Repair | Man-hours (MH) | 10.65 | 0.000 | $0.00 |

## Addendum "B"

## DOT LABOR UNIT COST for DEPARTMENT of CORRECTION (FDC) AGREEMENT

| Activity Number | Activity Description | Units | Unit Labor Cost | Estimated Quantity | TOTAL Cost |
|---|---|---|---|---|---|
| 527 | Fence Repair | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 530 | Routine Attenuator Inspection & Service | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 531 | Attenuator Repair | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 532 | Pavement Striping (Large Machine) | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 534 | Pavement Marking (Small Machine) | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 537 | Raised Pavement Markers | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 540 | Graffiti Removal | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 541 | Roadside Litter Removal | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 542 | Road Sweeping (Manual) | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 543 | Road Sweeping (Mechanical) | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 544 | Rest Area Maintenance | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 545 | Edging & Sweeping | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 623 | Maintenance of Toll Building & Area | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 701 | Emergency Fence Repair | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 702 | Emergency Installation Traffic Control Services | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 703 | Emergency Paved Road Repair | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 704 | Debris Removal | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 705 | Emergency Seeding, Fertilizing, Sodding | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 706 | Emergency Slope & Ditch Repair | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 707 | Emergency Storm Draining Cleaning | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 708 | Emergency Delineator / Attenuator Repair | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 709 | Emergency Lighting Repair | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 710 | Emergency Pavement Marking / Striping | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 711 | Emergency Bridge Repair | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 713 | Emergency Non-Pave Road Repair | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 714 | Flood Abatement | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 779 | Motorist Aid Callbox Maintenance | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 781 | Weight Station Building & Grounds Maintenance | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 783 | Railroad Crossing Maintenance | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 784 | Railroad Signal Maintenance | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 787 | Highway Lighting Maintenance | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 805 | Bridge Joint Repair | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 806 | Bridge Deck Maintenance & Repair | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 810 | Bridge Handrail Maintenance & Repair | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 825 | Superstructure Maintenance & Repair | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 845 | Substructure Maintenance & Repair | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 859 | Channel Maintenance | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 861 | Routine Bridge Electrical Maintenance | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 865 | Routine Bridge Mechanical Maintenance | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 869 | Movable Bridge Structural Maintenance | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 888 | Bridge Damage Repair | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 896 | Ferry Slip Maintenance & Repair | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 898 | Tunnel Maintenance | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 901 | Bridge Inspection | Man-hours (MH) | 10.65 | 0.000 | $0.00 |

## Addendum "B"

## DOT LABOR UNIT COST for DEPARTMENT of CORRECTION (FDC) AGREEMENT

| Activity Number | Activity Description | Units | Unit Labor Cost | Estimated Quantity | TOTAL Cost |
|---|---|---|---|---|---|
| 987 | Traffic Control | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 989 | Hurricane Preparation Building | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 990 | Hurricane Preparation Panels & Bridges | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 991 | Emergency Maintenance | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 992 | Periodic Maintenance | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 993 | Betterment | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 994 | Work Performed for Other State Agencies | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 995 | Maintenance Support Services | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| 996 | Miscellaneous Routine Maintenance | Man-hours (MH) | 10.65 | 0.000 | $0.00 |
| | | | | **TOTAL** | $0.00 |

## Addendum "C"

## DOT DISTRICTS ALLOCATIONS FOR DOT - FDC MASTER AGREEMENT

| DOT DISTRICT | FY 15-16 ALLOCATION |
|---|---|
| I | $3,722,000.00 |
| II | $4,731,000.00 |
| III | $2,461,388.00 |
| IV | $2,002,000.00 |
| V | $2,688,000.00 |
| VI | $1,556,000.00 |
| VII | $1,985,612.00 |
| Total FDC Allocation | $19.146,000.00 |