



FLORIDA
DEPARTMENT of
CORRECTIONS

Governor
RICK SCOTT

Secretary
JULIE L. JONES

An Equal Opportunity Employer

501 South Calhoun Street • Tallahassee, FL 32399-2500

<http://www.dc.state.fl.us>

July 13, 2015

Mitch Fleury, Director
Village of Wellington Public Works
14000 Greenbriar Blvd
Wellington, Florida 33414

Subject: Contract WS946 – Village of Wellington

Dear Mr. Fleury:

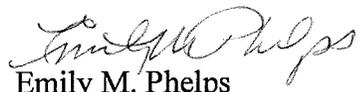
Contract WS946 between the Department of Corrections and the Village of Wellington will expire on January 6, 2016. Accordingly, I am enclosing a draft Amendment for renewal, and a draft Addendum A for your review and a Contract Expiration Notification (CEN) Form.

Please complete the Contract Expiration Notification Form and return it to me by Friday, August 7, 2015.

Once the completed CEN is received from both you and Martin CI, a final contract will be forwarded for signature.

If you have any questions, please feel free to contact me at (850) 717-3966.

Sincerely,


Emily M. Phelps
Correctional Services Consultant

/emp
Enclosures

**DEPARTMENT OF CORRECTIONS
BUREAU OF PROCUREMENT & SUPPLY
CONTRACT EXPIRATION NOTIFICATION**

DATE: July 13, 2015
TO: Mitch Fleury, Public Works Director
FROM: Emily M. Phelps, Correctional Services Consultant
RE: Contract WS946: Village of Wellington
Work Squad: 1 Correctional Officer, 8 Inmates
Expires: January 6, 2016

NOTE: The above-referenced contract will expire on the above listed date.

Please advise as to your preference:

- Do not renew. Note: Contract will expire on date specified.
 Process renewal of contract.

1. Did the Work Squad provide services (according to the scope of service) outlined in the above-referenced contract:

- a. were necessary reports provided in the required timeframe? Yes No N/A
b. were invoices submitted in the required timeframe? Yes No N/A
c. were services delivered in accordance with the terms & conditions? Yes No

2. Please explain any "negative" responses and attach documentation, if applicable.

3. Rate the overall performance of service as outlined in the Scope of Service under the contract identified above:

_____ Excellent _____ Good Satisfactory _____ Unacceptable
90% or better compliance 89%-75% compliance 74%-60% compliance 59% or below

If Unacceptable is checked, you are requested to provide an explanation.

SIGNED: Mitchell W. Fleury (Date) 7/20/15
Agency Representative

If you have any questions, please contact Emily Phelps at (850) 717-3966.

PLEASE RETURN THIS FORM AS SOON AS POSSIBLE TO:
Emily Phelps, Bureau of Security Operations
501 South Calhoun Street
Tallahassee, Florida 32399-2500

DRAFT

CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND
VILLAGE OF WELLINGTON

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Village of Wellington (“Agency”) to provide for the use of inmate labor in work programs.

This Amendment:

- renews the Contract for one (1) year pursuant to **Section I, B., Contract Renewal**;
- revises the end date of the Contract referenced in **Section I, A., Contract Term**; and
- replaces Addendum A with Revised Addendum A, effective January 7, 2016.

Original contract period: January 7, 2015 through January 6, 2016

In accordance with **Section V., CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. **Section I, A., Contract Term**, is hereby revised to read:

A. This Contract began January 7, 2015 and shall end at midnight on January 6, 2017.

This Contract is in its final renewal year.

2. Pursuant to **Section III., Compensation, A., 5**, the rate of compensation is amended to reflect the rates indicated in Revised Addendum A. Addendum A is hereby replaced with Revised Addendum A, effective January 7, 2016.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on the last date of signature by all parties.

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

AGENCY: VILLAGE OF WELLINGTON

SIGNED BY: _____
NAME: _____
TITLE: _____
DATE: _____
FEID #: _____

DEPARTMENT OF CORRECTIONS

**Approved as to form and legality,
subject to execution.**

SIGNED BY: _____
NAME: **Kelley J. Scott**
TITLE: **Director, Office of Administration
Department of Corrections**
DATE: _____

SIGNED BY: _____
NAME: **Dorothy M. Ridgway**
TITLE: **Acting General Counsel
Department of Corrections**
DATE: _____

Revised Addendum A
Inmate Work Squad Detail of Costs for Village of Wellington
Interagency Contract Number WS946 Effective January 7, 2016

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

				Per Officer Annual Cost	Total Annual Cost
I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:					
Officers Salary	# Officer:	Multiplier	1	\$ 54,194.00 **	\$ 54,194.00
Salary Incentive Payment				\$ 1,128.00	\$ 1,128.00
Repair and Maintenance				\$ 121.00	\$ 121.00
State Personnel Assessment				\$ 354.00	\$ 354.00
Training/Criminal Justice Standards				\$ 200.00	\$ 200.00
Uniform Purchase				\$ 400.00	\$ 400.00
Uniform Maintenance				\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *				\$ 2,225.00	
TOTAL - To Be Billed By Contract To Agency				\$ 58,972.00	\$ 56,747.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable. (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

		Number Squads	Total Annual Cost
II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:			
Costs include but may not be limited to the following: Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.			
		1	\$ 750.00
TOTAL - To Be Billed By Contract To Agency			\$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES NO
ENCLOSED TRAILER REQUIRED: YES NO

Revised Addendum A
Inmate Work Squad Detail of Costs for Village of Wellington
Interagency Contract Number WS946 Effective January 7, 2016

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

Hand Held Radio	MACOM	\$4969.00
Vehicle Mounted Radio	MACOM	\$5400.00

	Per Unit Cost	Number of Units
<input checked="" type="checkbox"/>		1

TOTAL Operating Capital To Be Advanced By Agency

Total Cost	Bill To Agency	Provided By Agency	Already Exists
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$ -			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

1. Operating Capital - from Section IV.
2. **Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost
\$0.00
\$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. **Grand Total - To Be Billed To Agency By Contract:**

Total Cost
\$56,747.00
\$750.00
\$57,497.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
(Total of Sections V. and VI.)

\$57,497.00

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for Village of Wellington
Interagency Contract Number WS946 Effective January 7, 2016

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.