

City of Mary Esther

195 Christobal Road N
Mary Esther, FL 32569
850 243-3566 Phone
850 243-0736 Fax



REQUEST FOR PROPOSAL

Closing Date: April 27, 2012
@ 4:00 pm C.S.T.

Subject: The intent of this public-public competition is to obtain the most efficient and effective performance of Law Enforcement requirements as describe in the attached Scope of Work (SOW).

Timeline: As may be required for a period of one (1) year from date of a fully executed Memorandum of Agreement or Contract, with options to renew for two (2) additional one (1) year periods.

Proposal: Submitted proposals must have an original signature. Proposal must be submitted on or before the exact closing date and time. Proposals received after the exact closing date and time will NOT be considered.

TABLE OF CONTENTS

Section 1 -- BACKGROUND, SCOPE OF WORK, AND OBJECTIVE	3
Section 2 -- SPECIFICATIONS	4
Section 3 -- PRICING SUBMITTAL.....	5
Section 4 -- PRICING PAGE (FOR EVALUATION PURPOSES)	6
Section 5 -- RFP PROCESS	7
Section 6 -- SPECIFIC PROVISIONS.....	9

SECTION 1 -- BACKGROUND, SCOPE OF WORK, AND OBJECTIVE

A. BACKGROUND

1. A referendum was placed on the March 14, 2000 ballot in conjunction with the Presidential Preference Primary. The referendum was voted upon only by registered voters whose residence lied within the boundaries of the City of Mary Esther, which included Precinct 21. **THE REFERENDUM FOR PUBLIC SAFETY** read as follows: The City Council of the City of Mary Esther, Florida, shall be given the authority to provide law enforcement for the City in the manner deemed best for the city. Yes for approval, No for rejection. Results: 71% approved
2. The City of Mary Esther has contracted with the Okaloosa County Sheriff's Office for law enforcement services since January 2001.
3. Florida Statute 125.0101 provides that Okaloosa County may contract to provide law enforcement services to a municipality within its boundaries.
4. Pursuant to Florida Statute 166.0495, Fort Walton Beach is authorized to enter into an interlocal agreement for the provision of law enforcement services only with other municipalities which adjoin the city and are located within the same county.
5. Appendix A is the City of Mary Esther profile.

B. OBJECTIVE

The City of Mary Esther is conducting a cost study of its law enforcement services. This cost study will examine the feasibility of re-establishing a City of Mary Esther Police Department with its associated start up costs and annual budget and compare these costs and capabilities with other potential Service Providers. Based on Florida statute, the only potential Service Providers are the Okaloosa County Sheriff's Office and Fort Walton Beach Police Department.

This Request for Proposal (RFP) is issued to solicit competitive proposals from the Okaloosa County Sheriff's Office and Fort Walton Beach Police Department and City of Mary Esther staff will develop a proposal for reestablishing its Police Department. The RFP includes performance-based requirements for functions that are currently performed by the Okaloosa County Sheriff's Office.

The objective of this RFP is to make an award to a Service Provider which delivers best overall value to the City of Mary Esther while meeting the requirements of this RFP. If the cost study indicates that establishing a City of Mary Esther Police Department is the most efficient and economical Service Provider, the City of Mary Esther will terminate the current law enforcement agreement with the Okaloosa County Sheriff's Office in accordance with Article XI of Law Enforcement Agreement (October 6, 2011). There will be a ninety day phase-in period of July 1, 2012 through September 30, 2012. This would make the period of performance (POP) October 1, 2012 through September 30, 2013.

C. SCOPE OF WORK (SOW)

See Appendix B, Scope of Work, Police Department, dated March 26, 2012.

SECTION 2 – SPECIFICATIONS

A. CURRENT SPECIFICATIONS

In accordance with the Law Enforcement Service Agreement between the Okaloosa County Sheriff's Office, Okaloosa county, Florida and the City of Mary Esther, Florida (effective October 6, 2011), Article I, the Okaloosa County Sheriff's Office provides to the City of Mary Esther competent law enforcement protection within and throughout the corporate limits of the city under the authority given the Sheriff by the laws of the State of Florida. Said service will be in addition to those law enforcement services required to be provided by the Sheriff prior to the execution of this agreement, by providing the following dedicated personnel to provide law enforcement services within the corporate limits of the city:

1. Four (4) full time patrol Sheriff's deputies, each to work a minimum of forty (40) hours per week, to be staggered as to days and weeks from October 1, 2011, through September 30, 2012, as agreed upon by an authorized representative of the City and the Sheriff.
2. One (1) School Crosswalk Guard to work four hours per day, one hundred eighty days per year, as agreed upon by an authorized representative of the City and the Sheriff.
3. One (1) full time traffic Sheriff's deputy, to be primarily assigned within the City to provide enhanced traffic enforcement services within the corporate limits. Said traffic enforcement deputy shall from time to time be reassigned to other urgent law enforcement activities outside of the City as needed to support countywide emergencies.
4. Additional law enforcement services requiring a Sheriff's deputy when requested by an authorized representative of the City, and providing exclusive services to the City, shall be paid at the rate of \$28.00 per hour per deputy.

B. QUALIFICATIONS AND EXPERIENCE

Proposer(s) must demonstrate that they are qualified to perform the work as specified in this RFP. To enable the City of Mary Esther to evaluate the experience, skill, and qualifications of the Proposer, the following information must be included:

1. Proposer shall provide an organizational chart and staffing profile including memorandum(s) of understanding (MOU) (i.e., dispatchers, recordkeeping, investigation, etc.), if applicable. The staffing profile shall include the lines of authority and the identification of the day-to-day staff indicating by what percentage they will be dedicated exclusively to the City of Mary Esther requirements for the duration of a MOA or contract. Less than full time dedication of any members shall be explained.
2. Proposer shall provide the names and contact information of the key personnel.
3. Proposer shall clearly define the roles and responsibilities of the staff members.
4. Proposer shall provide description of MOU(s).

SECTION 3 -- PRICING SUBMITTAL

A. PRICE PROPOSAL PAGES - INSTRUCTIONS

Proposer(s) shall submit their proposal for pricing on the price proposal page (Section IV, "Pricing Page"). Using the enclosed price proposal page will help ensure consistency in the price evaluation.

All pricing shall include any and all costs associated for all functions as specified in Appendix B, Scope of Work. Evaluation of price will be based on the total price of Section IV, "Pricing Page."

Rates shall be firm fixed pricing for the first year of the MOA or contract. Future contract periods will be based upon Section III, Paragraph B, "Option to Renew". However, payment will not be made unless the City of Mary Esther determines that the services are acceptable. Blanks on the price proposal page will be interpreted as zero (0) and no price will be allowed.

B. OPTION TO RENEW

The Mary Esther City Council reserves the option to renew the contract for two (2) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the commencement of service. The renewal is contingent on a mutual agreement between the Mary Esther City Council and the Proposer with such agreement to be confirmed within sixty (60) days prior to the expiration of the MOA or contract period. Either the Mary Esther City Manager or the Proposer may decline to confirm the renewal of the MOA or contract for any reason whatsoever, which shall render the renewal option null and void. The Mary Esther City Manager's initial letter offering the Proposer an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the Mary Esther City Council, in writing, before it becomes valid. The Mary Esther City Manager will not grant an option, if the Proposer requests an increase which exceeds the average percentage variant for the previous twelve (12) months in the Consumer Price Index for all Urban Consumers (CPI-U) for the local area as published by the Bureau of Labor Statistics, or 5.0%, whichever is less. If a price increase is requested, the Proposer must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the Mary Esther City Manager and the City of Mary Esther City Council, and the Mary Esther City Council reserves the right to accept or reject such request. This section will not be considered in the evaluation for award.

The Mary Esther City Council may desire to extend a MOA or contract on a month-to-month basis upon expiration of the current performance period under the terms and conditions of the current MOA or contract unless modified in writing. The extension is contingent on a mutual agreement between the Mary Esther City Council and the Proposer with such agreement to be confirmed in writing prior to the expiration of the performance period.

SECTION 4 -- PRICING PAGE (FOR EVALUATION PURPOSES)

Items	Price (\$)			
	7/1/12 - 9/30/12	10/1/12 - 9/30/13	10/1/13 - 9/30/14	10/1/14 - 9/30/15
Transition Period				
Sub-Total				
Regular Wages				
FICA/Benefits				
Retirement Contributions				
Insurance				
Part-time Wages				
Volunteer Program				
Overtime				
Sub-Total				
Part-time Wages				
Volunteer Program				
Overtime				
Sub-Total				
Crossing Guard				
Sub-Total				
Support Services (include itemized list)				
Sub-Total				
Machinery/Equipment/Uniforms				
Sub-Total				
Capital Expenses				
Sub-Total				
Total Price				

SECTION 5 -- RFP PROCESS

A. QUESTIONS

Proposer(s) are responsible for reading carefully and understanding fully all sections of this RFP. All contact between Proposer(s) and the Mary Esther City Manager will be formally made at scheduled meetings or in writing through the Mary Esther City Manager. Requests for clarification or additional information must be made in writing to the Mary Esther City Manager and received at the City of Mary Esther City Manager’s Office listed on the cover page of this document no later than 5:00 p.m. on April 10, 2012. Electronic mail is the only acceptable method for submission of questions. All questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer, to all Proposer(s). No oral communications can be relied upon for this proposal. To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

B. SUBMISSION OF PROPOSALS

Proposals shall be submitted in the format set forth herein.

C. CLOSING DATE

Proposals must arrive at the location, date, and time identified on the cover page of this RFP in the format set forth herein.

D. KEY DATES

The Mary Esther City Manager anticipates that the process for nominating and selecting a Service Provider, and awarding the MOA or contract, will be according to the following tentative schedule (subject to change by the Mary Esther City Manager):

Action	Day and/or Date or Month
1. Solicit Proposals	3/27/2012
2. Receive questions from Proposer(s)	4/10/2012
3. Provide Answers	4/13/2012
4. Receive Proposer responses - Closing Date	4/27/2012
5. Conduct evaluation	4/30/2012
6. Negotiate with Proposer (if required)	5/29/2012
7. Complete MOA/Contract	6/4/2012
8. Receive Mary Esther City Council approval of MOA or Contract	6/25/2012
9. Award Contract/Begin Transition Period	7/1/2012

E. TWO (2) PART PROPOSALS

Proposer(s) shall submit their proposal in two (2) parts as specified below.

1. Part I – Overview

- a. Executive Summary. The executive/management summary shall contain a brief narrative or synopsis summary of how the proposal meets the needs of the City of Mary Esther incorporating Proposer(s)' understanding of the background, scope of work, and objective as specified in Appendix B of this RFP.
- b. Appendix B, Scope of Work (SOW). All functions specified in Appendix B, Scope of Work, must be addressed and included in Overview. Proposers must expressly indicate that the Proposal satisfies and is fully capable of providing each point of the SOW and RFP.
- c. Proposers should also include any other information they feel may be of benefit to the City of Mary Esther.

2. Part II – Price Proposal

Proposer(s) shall submit pricing proposals on the price proposal page (Section IV, "Pricing Page").

F. EVALUATION COMMITTEE

The Mary Esther City Manager shall establish a proposal evaluation committee to review and rate proposals. The Committee will be composed of at least three individuals approved by the City of Mary Esther City Council.

G. NEGOTIATION

The evaluation committee has the right to accept the proposal that serves the best interest of the City of Mary Esther, as submitted, without discussion or negotiation. Proposer(s) should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. Proposer(s) may be asked to discuss their proposals with the evaluation committee to facilitate arrival at a MOA or contract most advantageous to the City of Mary Esther. If the evaluation committee determines that discussion is in the best interest of the City of Mary Esther, the evaluation committee will advise Proposer(s) to submit a Best and Final Offer (BAFO) for consideration after discussions are held. However, discussions may not be conducted if the evaluation committee determines either that discussions are not in the best interests of the City of Mary Esther or that discussions need not be conducted.

H. CITY OF MARY ESTHER'S UNILATERAL RIGHT

The City of Mary Esther reserves the unilateral right to cancel this RFP, in whole or in part, or reject all proposals submitted in response to this RFP when such action is determined to be fiscally advantageous to the City of Mary Esther or otherwise in the best interest of the City of Mary Esther; the unilateral right to award an MOA or contract in whole or in part; to award an MOA or contract to one or more Proposer(s); and to conduct discussions with Proposer(s) in any manner necessary to serve in the best interest of the City of Mary Esther.

I. BASIS OF AWARD

The evaluation committee will recommend an MOA or contract award to the Proposer(s) determined to provide overall best value to the City of Mary Esther. The Overview will have greater weight than price. Negotiations may be held with the best offer to arrive at an MOA or contract. Award and execution of an MOA or contract may be subject to certain internal City of Mary Esther approval(s).

SECTION 6 – SPECIFIC PROVISIONS

A. ROLE OF THE MARY ESTHER CITY MANAGER

The Mary Esther City Manager is the authorized representative for all pre-contract matters related to this MOA or contract. Throughout the duration of the MOA or contract, the Mary Esther City Manager shall be the only individual with authority to modify any provisions of this MOA or contract including, without limitation, the scope of work, pricing, or any other sections in accordance with the applicable general provisions for proposals. The Mary Esther City Manager shall be the principal interface on behalf of the City of Mary Esther for post-award technical matters, and shall have the authority to explain and provide further details regarding the City of Mary Esther's expectations concerning the work to be performed hereunder and/or the items to be provided herein.

B. GENERAL PROVISIONS

The Mary Esther City Manager unilaterally may order the successful Proposer in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the City of Mary Esther.

C. QUALITY ASSURANCE MEETINGS

The successful Proposer may be required to schedule periodic meetings during the term of the MOA or contract to discuss performance issues. These meeting, as required and requested, shall be scheduled at the Mary Esther City Manager's request anytime during the term of the MOA or contract. During these meetings, the Mary Esther City Manager will provide the successful Proposer with feedback will note any deficiencies in MOA or contract performance and will provide the successful Proposer with an opportunity to address and correct these areas. Additional quality assurance meetings may be required, depending upon the successful Proposer's performance.

APPENDIX A: CITY PROFILE

APPENDIX B: SCOPE OF WORK

CITY PROFILE

Mary Esther FL

Appendix A

Overview

The City of Mary Esther has approximately 3,850 residents and is situated east of Hurlburt Field and west of Fort Walton Beach. Eglin Air Force Base, the largest military base in the world, surrounds these cities to the north and east. The Town of Mary Esther was established in 1946, with E. Roger Pryor serving as the first mayor. The City of Mary Esther was incorporated on June 5, 1984, after a referendum vote by Mary Esther citizens. Mary Esther has a council-manager form of government. Council members decide policy, create ordinances, and appoint the City Manager and City Clerk. The City Manager hires and supervises department directors and provides municipal administration. Our coastal City provides fire protection services with our own fire department, and in partnership with neighboring municipalities through mutual aid agreements. Code enforcement, transportation services, and library services are also provided directly by the City. Mary Esther Public Library provides unique services such as free monthly movies, a home-school section, and periodical check-outs to residents and visitors. Mary Esther provides police service through a contract with the Okaloosa County Sheriff's Office. The City has contracted with Operations Management International, Inc. (CH2M Hill OMI) since 2003, to maintain and manage the City's wastewater treatment facility, and since 2005, to maintain and manage the City's water production and distribution system and wastewater collection system. The City of Mary Esther is home to the Santa Rosa Mall at the intersection of Hollywood Blvd. and Mary Esther Blvd. The 2.5 square miles of Mary Esther have small residential neighborhoods, interspersed with 10 beautiful parks, including a 14-acre nature park and a user-free public boat ramp and pier.

CITY FINANCIAL POLICIES

The City Manager (CM) is the Chief Financial Officer for funds management and the Chief Investment Officer. She is responsible for executing the investment policies of the City Council. In addition, the CM employs members of the City Finance Department and is responsible for their compliance with the Personal Conduct Standards. The CM recommends to the City Council an operating budget and investment strategies based on the written investment policy and is responsible for recommending investment dealers and brokers who are eligible to do business with the City. These recommendations are subject to the City Council's review and approval. The CM is responsible for the safe custody of security holdings, subject to Council policies, rules, regulations, and directives consistent with regulatory and statutory limitations.

The Finance Director (FD), responsible to the CM, reviews the investments of the City to be sure that they conform to requirements and with the investment objectives and policies adopted by the City Council. The FD reviews the previous quarter's investment transactions, investment performance, asset mix, and portfolio strategy and makes recommendations to the CM for any changes deemed appropriate. Additionally, the FD advises City Council on investment strategies, including specific investments for the City portfolio. The primary objectives of the City of Mary Esther's investment activities, in priority order, are ensuring safety of principal, liquidity enabling the City to meet all operating requirements, and return on investment in consideration of the City's investment risk constraints and cash flow characteristics.

ECONOMIC ENVIRONMENT AND PROJECTIONS

The City of Mary Esther has the infrastructure and necessary resources for businesses to thrive. By estimation, active duty and retired military veterans and families comprise at least 33% of the City's total population. A skilled and diversified labor force awaits the savvy business or entrepreneur ready to relocate or grow their business. The City of Mary Esther supports the Okaloosa Economic Development Council's mission to "support a quality-of-life community that reflects leading technology diversification, superior lifestyle, and boundless opportunity through existing industry retention and expansion, workforce development, and growth of key industry clusters." Mary Esther is businesses-friendly, charging a low utility tax rate of 10%, capped at \$10 per customer or business for electricity and gas. This locally unique tax-cap is a valuable incentive to businesses, especially large energy consumers.

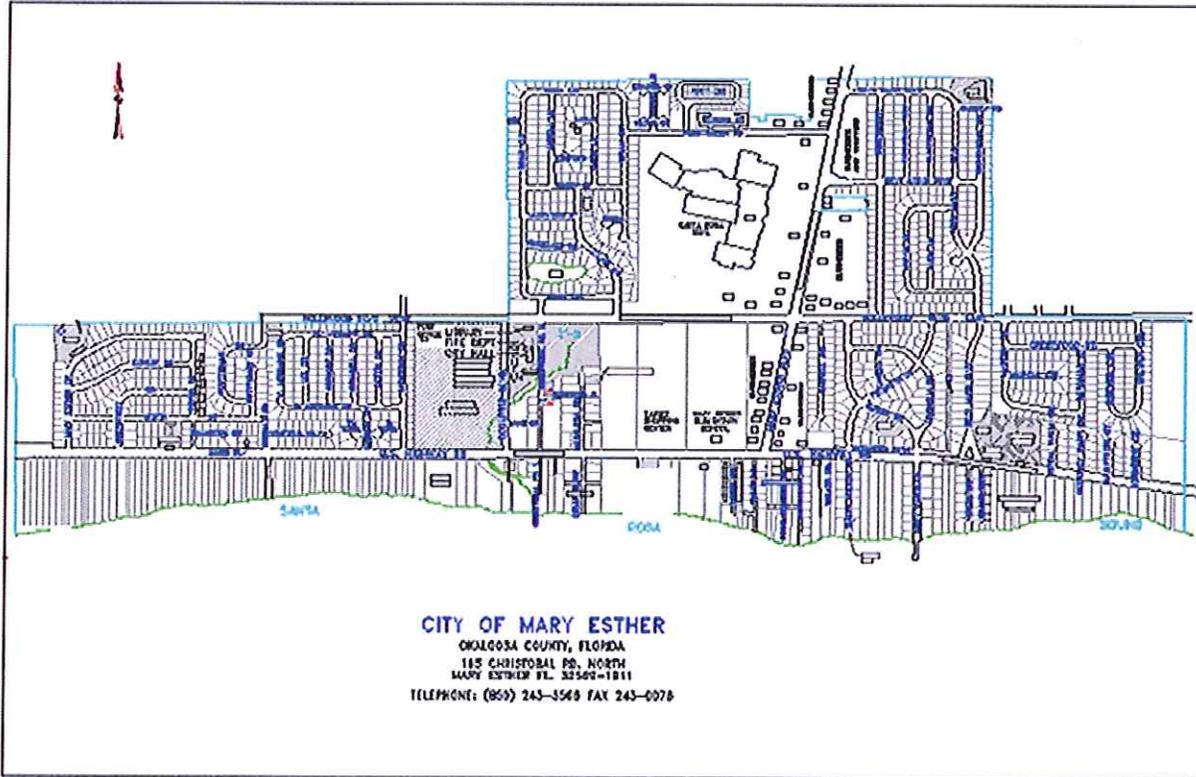
While the December 2007 through June 2009 recession had local impact, it has not been as severe as in other parts of Florida. Although unemployment rates increased and property values fell, the recession's negative effects were softened by Mary Esther's location in Northwest Florida. Eglin Air Force Base and Hurlburt Field provide an economic boost, estimated to be over \$600 million annually, for the local economy. According to the University of Florida's Director of Economic and Business Research, Stan Smith, "Many of the counties in North Florida had not experienced the boom to the same degree as the counties in South Florida and consequently did not experience the bust to the same degree".

EDUCATIONAL INSTITUTIONS AND OPPORTUNITIES

Mary Esther Elementary School at 320 East Miracle Strip Parkway, has achieved the top rating of "A" for the past five consecutive years from the Florida Department of Education. The school's student body of approximately 584 students has a teaching staff of 72 teachers including several National Board Certified teachers. The City of Mary Esther Fire Department frequently conducts training and demonstrations for school children to educate them on fire prevention as well as proper mitigation and reaction procedures in case they are ever faced with a fire at school or at home.

Reference of above information: Comprehensive Annual Financial Report, with Compliance Matters and Responses for the Fiscal Year Ended September 30, 2011

CITY MAP



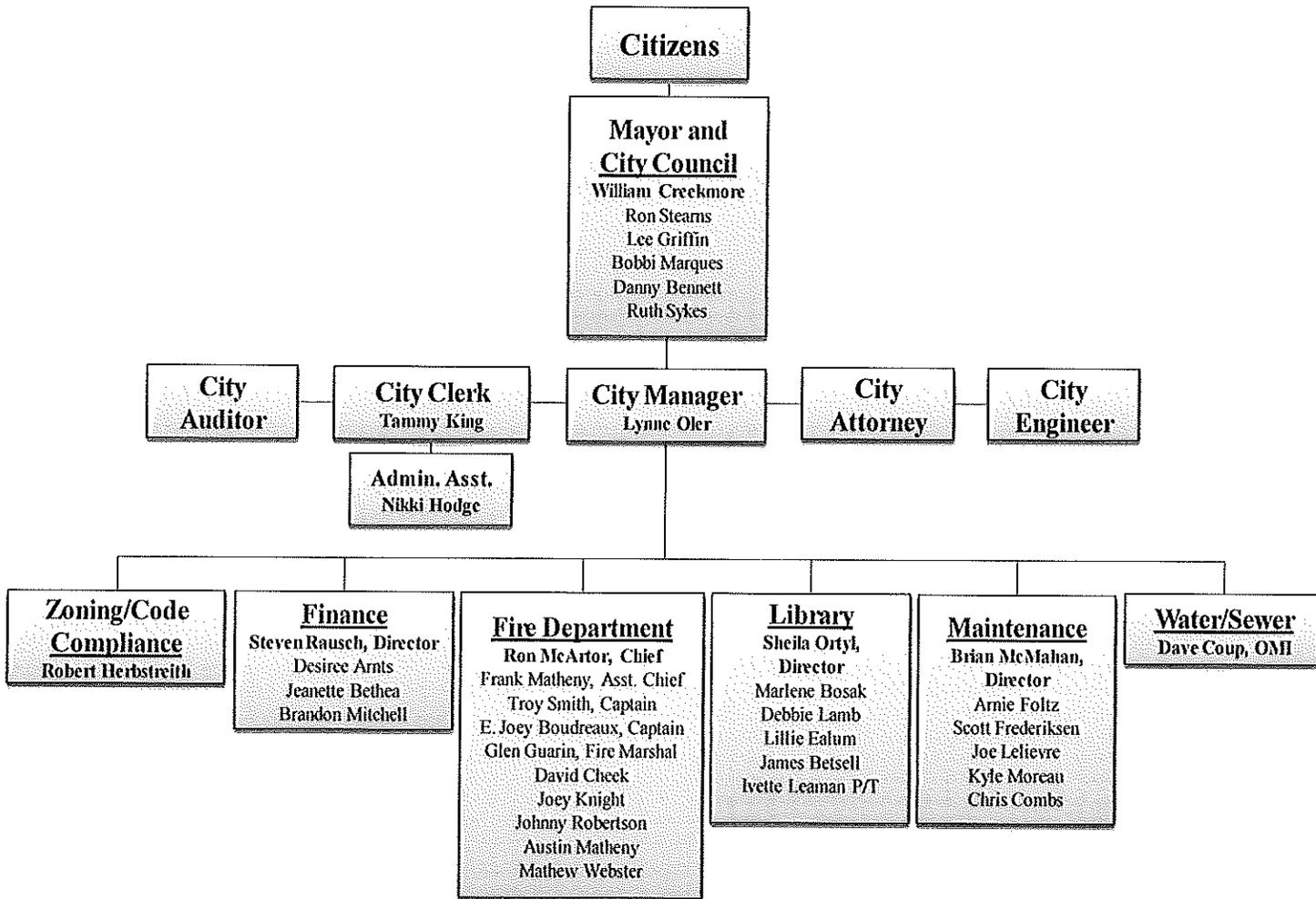
OTHER SOURCES OF INFORMATION FOR MARY ESTHER, FL

www.cityofmaryesther.com/

www.city-data.com/city/Mary-Esther-Florida.html

<http://www.citytowninfo.com/places/florida/mary-esther>

The City of Mary Esther, Florida
 ORGANIZATIONAL CHART



SCOPE OF WORK

CITY OF MARY ESTHER

LAW ENFORCEMENT SERVICES

March 26, 2012



Section 1 -- GENERAL CONDITIONS AND REQUIREMENTS	3
1.1 SCOPE OF WORK.....	3
1.2 TECHNICAL EXHIBITS (TE).....	3
1.3 WORKLOAD.....	3
Section 2 -- SPECIFIC TASKS.....	4
2.1 PATROL.....	4
2.2 WORKING WITH THE COMMUNITY	4
2.3 VICTIM ASSISTANCE.....	4
2.4 POLICY ENFORCEMENT	4
2.5 CITE, REPRIMAND & ARREST.....	4
2.6 CONTROL CROWDS & TRAFFIC.....	4
2.7 INVESTIGATE.....	4
2.8 RECORD KEEPING	4
2.9 FIRST AID	5
2.10 RESPOND TO CALLS	5
2.11 TESTIFY	5
2.12 CROSSING GUARD	5
2.13 SECURITY.....	5
2.14 OTHER ACTIVITIES	5
Section 3 -- SERVICE DELIVERY SUMMARY	5
Section 4 -- GENERAL INFORMATION.....	6
4.1 LIAISON/SUPERVISION	6
4.2 UNIFORMS/PATROL CAR.....	6
4.3 QUALITY CONTROL.....	7
4.4 QUALITY ASSURANCE.....	7
4.5 HOURS OF OPERATION	7
Section 5 -- FURNISHED PROPERTY AND SERVICES	7
Section 6 -- TECHNICAL EXHIBITS	7

INTRODUCTION

The intent of this public-public competition is to obtain the most efficient and effective performance of the requirements in this scope of work (SOW). To achieve this intent:

- The requirements are subject to a comparison between services provider proposals and an estimate of costs of the re-establishment of a City of Mary Esther Police Department proposal. Therefore the term "Service Provider" is used in lieu of the term "Contractor".
- The result of this competition may be to continue the services with an award of a contract or with a memorandum of agreement (MOA) with new employees of the City of Mary Esther Police Department.
- The requirement is defined based on the output of services and the desired outcome.

The SOW consists of the following parts that should be read as single interrelated document:

- Section 1, General Conditions and Requirements
- Section 2, Specific Tasks
- Section 3, Service Delivery Summary
- Section 4, General Information
- Section 5, Furnished Property and Services
- Section 6, Technical Exhibits

SECTION 1 -- GENERAL CONDITIONS AND REQUIREMENTS

This Section provides general information relating to the conditions of operation and general requirements relating to City of Mary Esther Law Enforcement Services.

1.1 SCOPE OF WORK

The Service Provider shall provide the Law Enforcement services as set forth in this SOW. Law Enforcement services include all personnel, supervision, materials, tools, equipment, and any other items and services not furnished as specified in Section 5, Furnished Property and Services.

1.2 TECHNICAL EXHIBITS (TE)

Technical Exhibits (TEs) are used to provide supplementary information. TEs may be referenced from any part of the SOW.

1.3 WORKLOAD

The workload data is provided to assist in proposal preparation (Technical Exhibit A). The data shall not limit the Service Provider's obligation to perform required work in this SOW.

SECTION 2 -- SPECIFIC TASKS

2.1 PATROL

The Service Provider shall patrol assigned areas on foot, bicycles, or by motor vehicles to control traffic, prevent or deter crime, and arrest violators, and issue warnings or citations when violations of the law are observed. Patrolling provides a police presence which can deter crime and make people feel safer.

2.2 WORKING WITH THE COMMUNITY

Community Policing is a collaborative effort between the Service Provider and the community that identifies problems of crime and disorder, and involves all elements of the community in the search for solutions to these problems. It is founded on close, mutually beneficial ties between the Service Provider and community members.

2.3 VICTIM ASSISTANCE

One of the most important duties of law enforcement is victim assistance. It is the Service Provider's duty to patrol with a view toward prevention; however, providing victim assistance is another duty. This means providing comfort and an escort to a safe place. The Service Provider should also know the protocol for psychological and legal support.

2.4 POLICY ENFORCEMENT

The Service Provider shall enforce Florida State Laws, Okaloosa County Ordinances, and Mary Esther Policies, Ordinances, and Rules.

2.5 CITE, REPRIMAND & ARREST

The Service Provider shall cite or reprimand individuals who have broken the law. This can involve writing tickets or apprehending people and taking them to jail. Apprehending and arresting people can be dangerous and could involve chases, violence, and weapons. The Service Provider may also be asked to escort prisoners to jail.

2.6 CONTROL CROWDS & TRAFFIC

After an automobile accident, the Service Provider may assume control of traffic. For events with large crowds, the Service Provider shall help to maintain order and provide a security presence to deter or stop illegal activities.

2.7 INVESTIGATE

The Service Provider investigates all types of crimes and accidents; perform follow-up duties on crimes/accidents as directed by their supervisor; interview suspects and witnesses; and collect evidence.

2.8 RECORD KEEPING

The Service Provider shall write crime reports and daily activity reports of disturbances, accidents, crimes, and tickets issued and any other required reports. These reports are required for record keeping and may be used by local, state, and federal agencies.

2.9 FIRST AID

The Service Provider may have to administer basic first aid and will also have to call in medical and fire personnel when more extensive medical attention or emergency response is necessary.

2.10 RESPOND TO CALLS

The Service Provider shall respond to emergency alarms and dispatched calls that require police assistance. This could be a crime tip or a call from the dispatcher. The Service Provider shall respond in the manner necessary, including multiple law enforcement officers going to the scene of the crime, Special Forces or Sheriff Deputies being brought in for a dangerous situation.

2.11 TESTIFY

The Service Provider shall testify in court in response to subpoena as witness and/or reporting officer to crime.

2.12 CROSSING GUARD

The Service Provider shall assign a crossing guard at Mary Esther Elementary School during the school year.

2.13 SECURITY

The Service Provider shall provide a law enforcement officer at City Council meetings to serve as security. The City Council meetings typically are held on the 1st and last Monday of each month, with various special meetings held throughout the year.

2.14 OTHER ACTIVITIES

The Service Provider shall provide any other law enforcement activity as authorized or directed by the Mary Esther City Council. An example of other law enforcement activity is support for the City-sponsored Veteran's Day Parade.

SECTION 3 -- SERVICE DELIVERY SUMMARY

The Service Provider service requirements are summarized into performance objectives that relate directly to essential items. The Statistical Indicators are measures the City of Mary Esther will use to assess progress toward meeting performance objectives. The City of Mary Esther will collect the data, not all of which is connected to the scope of work. Some data elements, for instance, are collected for administrative purposes (e.g., Traffic

fatalities, injuries, and damage), some for resource allocation (e.g., Budget compliance), and some for other accountability structures (e.g., Citizen complaints).

Performance Objective	Statistical Indicator
Guarantee safety in public spaces	Traffic fatalities, injuries, and damage Increased utilization of parks and public spaces Increased property values
Use financial resources fairly, efficiently, and effectively	Cost per citizen Deployment efficiency/fairness Scheduling efficiency Budget compliance Overtime expenditures
Use force and authority fairly, efficiently, and effectively	Citizen complaints
Satisfy customer demands/achieve legitimacy with those policed	Satisfaction with police services Response times Citizen perceptions of fairness

SECTION 4 -- GENERAL INFORMATION

4.1 LIAISON/SUPERVISION

A liaison shall be maintained between the City of Mary Esther and the Service Provider. The City's liaison shall be the Mary Esther City Manager; who shall meet and confer with the Service Provider and other law enforcement officers on a regular basis to review law enforcement activity and other City-related activities. The Service Provider shall consult only with an authorized representative of the City in carrying out the terms and conditions of this contract/MOA.

For Okaloosa County Sheriff's Office or the Fort Walton Beach Police Department: As employees of the Okaloosa County Sheriff's Office or the Fort Walton Beach Police Department, the Service Provider shall follow the chain of command as set forth in the Okaloosa County Sheriff's Office or the Fort Walton Beach Police Department Policies and Procedure Manual.

4.2 UNIFORMS/PATROL CAR

The Service Provider shall coordinate with the Mary Esther City Manager the selection of uniforms for the officers performing duties and services pursuant to this contract/MOA and the marking of the Service Provider's patrol vehicle(s). The Service Provide shall affix a mutually agreed upon City of Mary Esther Seal on patrol vehicles assigned for use in execution of this contract/MOA.

4.3 QUALITY CONTROL

The Service Provider shall develop and maintain a quality control program to ensure services are performed in accordance with commonly accepted law enforcement practices. The Service Provider shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. As a minimum the Service Provider shall develop quality control procedures addressing the areas identified in Section 3, Service Delivery Summary.

4.4 QUALITY ASSURANCE

The Mary Esther City Manager will periodically evaluate the Service Provider's performance.

4.5 HOURS OF OPERATION

24 hours per day, seven (7) days per week

SECTION 5 -- FURNISHED PROPERTY AND SERVICES

The Service Provider shall use property or services supplied by the City of Mary Esther for performance of work under this MOA/contract only, or as authorized by the Mary Esther City Manager. The Mary Esther City Manager will make all furnished property available to Proposer(s) for inspection prior to the submission of proposals. The Service Provider's acceptance and use of this property offered in carrying out the requirements of this MOA/contract does not relieve the Service Provider of the responsibility for providing all resources and material necessary to perform the MOA/contract requirements.

Property. If the Okaloosa County Sheriff's Office is not awarded this contract, Okaloosa County Sheriff's Office shall transfer to the City of Mary Esther all equipment, including vehicles, assigned to the contractually specified sworn members. Technical Exhibit B lists property that was transferred to the Okaloosa County Sheriff's Office in 2001.

Facilities*. The Service Provider shall be accountable for the appropriate use of facilities provided for Service Provider use, maintenance, and care of all furnished property.

Bldg	Facility Use	Gross SQ. FT.
Mary Esther City Hall	Administration/Communications	100
Santa Rosa Mall	Hot Spot/Communications/Sub-Station	150

*Utilities are provided.

SECTION 6 – TECHNICAL EXHIBITS

- A. **Estimated Workload Data:** See separate document.
- B. **Furnished Property:** See separate documents.

TOTAL NUMBERS OF	OCT 08	NOV 08	DEC 08	JAN 09	FEB 09	MAR 09	APR 09	MAY 09	JUN 09	JUL 09	AUG 09	SEP 09	TOTALS
CALLS FOR SERVICE	658	607	635	617	620	638	580	585	592	679	622	729	7562
M.E. RESPONSES	305	266	313	344	345	383	325	314	284	443	411	447	4180
CRASHES	21	20	34	10	22	24	35	27	27	20	27	19	286
STOPS IN M.E.	155	137	102	117	116	176	114	134	179	188	192	247	1857
STOPS ON M.E. STREETS	31	16	15	25	23	43	24	13	24	26	33	28	301
WARNINGS by OCSO	60	54	45	41	57	55	45	47	59	66	50	72	651
WARNINGS by M.E.	34	29	22	18	29	36	28	31	33	29	32	45	366
CITATIONS by OCSO	74	66	32	61	45	96	38	62	100	111	112	151	948
CITATIONS by M.E.	45	39	15	31	29	75	31	41	76	86	92	114	674

FY 08 LAW ENFORCEMENT STATS FOR MARY ESTHER by MONTH													
TOTAL NUMBERS OF	OCT 07	NOV 07	DEC 07	JAN 08	FEB 08	MAR 08	APR 08	MAY 08	JUN 08	JUL 08	AUG 08	SEP 08	TOTALS
CALLS FOR SERVICE	686	609	720	661	685	691	721	722	542	606	552	672	7867
M.E. RESPONSES	393	325	347	260	375	438	466	426	327	382	334	439	4512
CRASHES	28	31	49	27	18	32	31	22	11	26	23	24	322
STOPS IN M.E.	136	89	122	139	136	155	197	188	105	121	112	167	1667
STOPS ON M.E. STREETS	22	20	18	12	22	39	47	32	22	28	19	35	316
WARNINGS by OCSO	49	44	47	69	59	73	80	69	44	47	49	80	710
WARNINGS by M.E.	28	28	19	27	21	44	50	48	30	29	31	63	418
CITATIONS by OCSO	66	29	41	52	60	59	83	90	30	49	35	67	661
CITATIONS by M.E.	51	18	25	22	35	49	70	60	21	30	21	48	450

FY 07 LAW ENFORCEMENT STATS FOR MARY ESTHER by MONTH													
TOTAL NUMBERS OF	OCT 06	NOV 06	DEC 06	JAN 07	FEB 07	MAR 07	APR 07	MAY 07	JUN 07	JUL 07	AUG 07	SEP 07	TOTALS
CALLS FOR SERVICE	736	633	632	648	550	614	763	719	677	676	751	639	8038
M.E. RESPONSES	335	376	367	350	252	363	541	417	389	440	450	353	4633
CRASHES	29	38	38	35	26	28	37	40	31	27	47	16	392
STOPS IN M.E.	197	193	155	139	135	132	142	156	145	185	215	139	1933
STOPS ON M.E. STREETS	28	28	36	19	22	25	21	41	25	24	45	32	346
WARNINGS by OCSO	44	54	47	47	63	44	56	59	51	57	86	48	656
WARNINGS by M.E.	11	27	26	26	20	28	35	42	28	30	52	23	348
CITATIONS by OCSO	113	107	79	68	95	56	62	70	71	92	95	73	981
CITATIONS by M.E.	81	89	66	48	42	47	49	61	55	67	84	50	739

February 19, 2001

Stanford Insurance Agency
221 E. 23rd. Street, Suite D
Panama City, Florida 32405

Dear Mr. Stanford:

The City Council for the City of Mary Esther has decided to eliminate the Public Safety department effective January 22, 2001 all officers and administrative personnel will be working for the Okaloosa County Sheriff. This involves six (6) full time officers, one (1) part time officer and one (1) secretary. The total salary for this department was \$189,888.00. Please cancel the police liability insurance effective 1/21/2001. The individuals involved included: Chief Don McCutcheon, Officers Rex Thompson, Mark Kuntz, Chris Loafman, William Jurkowski, Derek Luttrell and Part-time Phillip Sullivan; secretary Deborah Clark.

The City also transferred the following vehicles to the sheriff and all insurance for them can be cancelled:

YEAR	Make/Model	VIN
1996	Ford/ Crown Vic	2AFLP71W6TX160477
1996	Ford/ Crown Vic	2FALP71W1TX160632
1993	Ford/ Crown Vic	2FACP71W7PX123901
1993	Ford/ Crown Vic	2FACP71W6PX169834
1992	Chev/ Capri	1G1BL53E6NR140148
1992	Chev/ Capri	1G1BL53E8NR139972
1995	Ford/ Crown Vic	2FALP71W8SX152672
1993	Ford/ Crown Vic	2FACP71W2PX122316
1991	Jeep 4X4	1J4FJ88SOML627629
1999	SMART Trailer	1K9BS0812XK118055

Please contact me if you have any questions or forms that need to be completed.

Sincerely,

Timothy Spellman
Finance Director

OFFICE EQUIPMENT THE OKALOOSA COUNTY SHERIFF'S DEPT. WILL
TAKE POSSESSION OF:

K-15 Hand-held Radar Unit - SN# K15161 000080 ✓

Okidata Microline 320 Printer - SN# 203C0697929 ✓

Compaq CPU - SN# X739BN2A0339 ✓

Compaq Monitor - SN# 735BD266K955 ✓

Hewlett Packard Printer - SN#SG7901N25T ✓

Zerox XD125f - SN# RY1-009762 ✓

2-Drawer Tan File Cabinet ✓

Double Door Tall Gray File Cabinet ✓

2-Drawer Putty File Cabinet ✓

3-Shelf Wooden Bookcase ✓

6-Drawer Wooden Office Desk ✓

4-Drawer Tan File Cabinet ✓

4-Drawer Wooden Office Desk ✓

4-Drawer Black File Cabinet ✓

Almond General Electric Refrigerator - SN# 592100 ✓

Kenmore Microwave - SN# V638530715 ✓

Emerson TV - SN# 302-8803500 ✓

IBM Typewriter - Mary Esther Tag #0257 ✓

NCIC Terminal (3 pieces) - BEX0111116, 748A6026, Model 557L1, and
DDPCKUP4AA ✓

Panasonic Fax Machine - SN #7LAFB255285 ✓

AT&T Cordless Phone 5495 - FCC ID #BW3DB-8013 ✓

Uniden Cordless Phone - SN #44014886 ✓

Hewlett Packard 610CL Printer - SN #TH950158T4 ✓

Symphonic TV/VCR - SN #V12522564 ✓

Compaq Keyboard - SN #BOAB30C39FFK5B

"Commitment" Picture ✓

(2) Fire Extinguishers - SN #236234 and SN #236273

Sony Digital Camera - SN #54541 ✓

Putty Colored Slotted Report Cabinet ✓

Whelem Safety Signals (in a box) ✓

(2) Sirchie Fingerprint Slabs ✓

Century Safe (Putty in Color) ✓

Intoxilyzer 400 - SN# 600116 ✓

Panasonic AFX8 SN# DIWA13711 ✓

Randall Holcombe
agent . o.c.s.o

81-19-01

ASSET NUMBER	DATE	DESCRIPTION	COST	GROUP	DEPT	LIFE	DISPOSITION	AUDIT NR.
900,205	04/30/1997	PS VEHICLE CHEV - 92	7,950.00	401	PS	5		329
900,207	02/22/1993	PS VEHICLE 93-14 FORD - 9	13,112.00	401	PS	7		267
900,208	03/30/1995	PS VEHICLE 95-16 FORD - 9	17,432.00	401	PS	7		275
900,209	09/30/1995	RADAR UNIT	710.00	401	PS	5		277
900,210	09/30/1995	RADAR UNIT	600.00	401	PS	5		277
900,211	09/30/1995	RADAR UNIT	600.00	401	PS	5		277
900,212	07/18/1997	RADAR UNIT	595.00	401	PS	5		330
900,213	09/30/1995	RADAR UNIT	600.00	401	PS	5		380
900,214	09/30/1995	RADAR UNIT	600.00	401	PS	5		381
900,215	09/30/1995	RADIO MOTOROLA PORTABLE	1,000.00	401	PS	10		382
900,216	09/30/1995	RADIO CHIEF'S PORTABLE	750.00	401	PS	10		268
900,217	09/30/1996	COMPUTER 486 PACKARD BELL	500.00	401	PS	3		286
900,218	09/30/1995	RADIO SGT. PORTABLE	750.00	401	PS	10		383
900,219	10/21/1993	RADAR UNIT STATIONARY	1,195.00	401	PS	15		266
900,221	09/30/1995	RADAR UNIT IN 92-7	600.00	400	PS	5		385
900,239	04/09/1998	SEVEN GLOCK PISTOLS	4,021.00	401	PS	15		
900,251	11/25/1997	COMPAQ COMPUTER SYSTEM	1,926.00	401	PS	3		
900,252	12/01/1997	SONY DIGITAL CAMERA	649.00	401	PS	5		
900,262	03/26/1999	1991 JEEP CHEROKEE	2,000.00	401	PS	5		
900,274	09/17/1999	1993 FORD CROWN VIC.	4,800.00	401	PS	5		
900,275	09/22/1999	1993 FORD CROWN VIC.	4,600.00	401	PS	5		
900,276	04/08/1999	SMART TRAILER	12,800.00	401	PS	10		
** Report Total **			77,790.00					

NJ4F J88SOML 627629