

PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: May 20, 2008						
	[] [X]	Consent Public Hearing	[]	Regular		
Department		J				
Submitted By: PUBLIC SAFETY						
Submitted For: Emergency Management / EMS						

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: The renewal of a "Special Secondary Service" Certificate of Public Convenience and Necessity (COPCN) Advanced Life Support, First Response, Non-Transport Service.

Summary: Security Services of America LLC, Elite Protection Services provides private security and Advanced Life Support (ALS) first response, non-transport service to the gated community of Delaire Country Club. The residents of Delaire Country Club wish to have Security Services of America LLC, Elite Protection Services provide ALS first response, non-transport services as part of their security services. Emergency Medical Services Office, Emergency Medical Services Advisory Council, and Delray Beach Fire-Rescue have reviewed the application and recommend approval for a renewal of a "Special Secondary Service Provider - Non-Transport, ALS, First Response COPCN to be issued to Security Services of America LLC, Elite Protection Services for operation restricted to the confines of the community of Delaire Country Club. They would operate under a "Memorandum of Understanding" with Delray Beach Fire Rescue, the primary ALS transport provider for the area. District 5 (DW)

Background and Justification: Security agencies for private communities provide rapid response to medical emergencies and have the capability to provide advanced life support until the primary ALS agency arrives. Florida statutes and the County EMS Ordinance (#2006-040) require each private security agency providing ALS service to obtain a County "Special Secondary Service Provider - Non-Transport, ALS First Response COPCN. Security Services of America LLC, Elite Protection Services provides security services to two other gated communities. Security Services of America LLC, Elite Protection Services applied for the renewal of the COPCN and the EMS Office has found Security Services of America LLC, Elite Protection Services' application and all related requirements to be in compliance with EMS Ordinance (2006-040). The COPCN term is to be valid from May 21, 2008 until the community terminates its contract with Security Services of America LLC, Elite Protection Services.

Attachments:

- A. Letter from Delaire Country Club Property's Owner's Association, Inc.
- B. Letter from EMS Advisory Council.
- C. Copy of agreement with Delray Beach Fire Rescue

D. COPCN (2 copies)	
Recommended and Approved by:	
Will MACHUELLO	4/3/08
Assistant County Administrator	Date/

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact	
Fiscal Years 2008 2009 2010 2011 2012	
Capital Expenditures Operating Costs	
External Revenues Program Income (County) In-Kind Match (County)	
NET FISCAL IMPACT ==== ==== ==== ====	
NO. ADDITIONAL FTE POSITIONS (Cumulative)	
Is Item Included In Current Budget? Yes No Budget Account No.: Fund Agency Org Object Reporting Category	
B. Recommended Sources of Funds/Summary of Fiscal Impact:	
C. Departmental Fiscal Review:	
III. REVIEW <u>COMMENTS</u>	
A. OFMB Fiscal and/or Contract Dev. and Control Comments: There is no fiscal impact to the County associated with the agenda item. - Atvillate 4.14.88 The faceth 4/15/c Shiples OFMB Chiples Contract Administration wisles	F
3. Legal Sufficiency:	
Assistant Oounty Attorney	
C. Other Department Review:	
Department Director	

This summary is not to be used as a basis for payment.



4645 White Cedar Lane Delray Beach, FL 33445 499-9090

March 20, 2008

To: Palm Beach County Office of EMS
Palm Beach County Board of County Commissioners

It is the intent of Delaire Country Club to have Security Services of America, LLC, Elite Protection Services serve as our provider of Security and non-transport emergency medical services for the duration of our mutual contract, which extends from January 1, 2007 through January 1, 2009.

Sincerely,

Representation from Board of Directors,

Delaire Country Club



Department of Public Safety Division of Emergency Management

20 S. Military Trail
West Palm Beach, FL 33412
(561) 712-6400
Fax: (561) 712-6464
www.pbcgov.com

Palm Beach County Board of County Commissioners

Addie L. Greene, Chairperson
Jeff Koons, Vice Chair
Karen T. Marcus
Robert J. Kanjian
Mary McCarty
Burt Aaronson
Jess R. Santamaria

County Administrator
Robert Weisman

March 19, 2008

Addie Green, Chairperson for the Board of County Commissioners 301 North Olive Avenue, 12th Floor West Palm Beach, FL 33401

Dear Commissioners:

The EMS Advisory Council at its March 20, 2008 meeting was held and was to recommend that the Board of County Commissioners approve to renew a "Special Secondary Service" Certificate of Public Convenience and Necessity (COPCN) to Security Services of America LLC., Elite Protection Service to provide Advanced Life Support, first response, non-transport service to Delaire Country Club for the period May 21, 2008 through May 21, 2014. The Council was without a quorum or a Chairperson at the meeting. The EMS Office has reviewed the documentation and is requesting approval without a recommendation from the Council.

Respectfully,

Sally Waite EMS Manager

Palm Beach County EMS Office

"An Equal Opportunity
Affirmative Action Employer"

AGREEMENT BETWEEN THE CITY OF DELRAY BEACH FIRE-RESCUE DEPARTMENT AND SECURITY SERVICES OF AMERICA LLC, ELITE PROTECTION SERVICES

THIS AGREEMENT is entered into this ______ day of _______, 2008, between the CITY OF DELRAY BEACH, FLORIDA, on behalf of the FIRE-RESCUE DEPARTMENT (hereinafter referred to as "Fire-Rescue") and ELITE PROTECTION SERVICES (hereinafter referred to as "Elite").

WITNESSETH:

WHEREAS, the City of Delray Beach on behalf of Fire-Rescue, desires to enter into this Agreement with Elite for the purpose of establishing dispatch protocols, the roles and responsibilities of first responder personnel at an emergency scene, and the documentation required for patient care rendered pursuant to Chapter 64E-2 of the Florida Administrative Code.

NOW, THEREFORE, the parties agree as follows:

1. **Recitations**. The above recitations are incorporated as if fully set forth herein.

2. <u>Dispatch Protocols</u>.

a) <u>Dispatch</u>. The City of Delray Beach 911 Emergency Dispatch Center shall be the primary public safety answering point for all requests for emergency medical assistance within Delaire Country Club and will be responsible for the dispatch of **Fire-Rescue** units. **Elite** agrees to advertise the use of 911 for the reporting of fire and medical emergencies and to discourage its residents from notifying **Elite** before

using the 911 system. Elite will advertise no other number to the residents of Delaire Country Club for the purpose of reporting fire and medical emergencies. Elite will immediately retransmit all requests for fire and emergency medical assistance to the City's communications center.

b) <u>Communications While En Route</u>. Radio communications between Fire-Rescue and Elite while en route will be accomplished using the assigned MED/COM frequency. Such communications shall be utilized when the patient or the scene is unstable, when necessary to affect the safety of responding personnel and, when necessary to transmit vital information to the responding Fire-Rescue unit. In addition, Elite shall notify the responding Fire-Rescue unit upon completion of the primary survey of the patient, when situation permits.

3. <u>First Responder Roles and Responsibilities</u>.

- a) <u>Intent.</u> The intent of this section is to identify **Elite's** responsibility to both the patient and to Delray Beach Fire-Rescue. It is also to clearly establish **Fire-Rescue** as the final authority over patient care and transport, as provided by current Certificate of Public Convenience and Necessity issued by Palm Beach County.
- b) Responsibility Upon Arriving. Upon arriving at an emergency scene, Elite will assess for scene safety and determine whether it is feasible to enter. If the scene is not safe, Elite will retreat to safety. Elite will notify all other responding units of the situation and request law enforcement to respond. Elite will stay until the arrival of Fire-Rescue, at which time, Fire-Rescue will assume responsibility for the call.

- c) <u>Patient Assessment</u>. Upon patient contact, **Elite** shall begin patient assessment and initiate care of any sick or injured person.
- d) <u>Care Protocols</u>. All care provided by **Elite** shall be in accordance with the Palm Beach County Uniform Advanced Life Support Protocols, as adopted by the Palm Beach County EMS Medical Directors Association. **Elite** shall also provide to **Fire-Rescue** a copy of their infectious diseases policy and procedures.
- e) <u>First Responder Duties</u>. Elite will function only as an ALS First Responder by using certified Paramedics carrying a full set of Advanced Life Support medications and equipment as required by Chapter 401, Florida Statutes and Chapter 64E-2, Florida Administrative for an Advanced Life Support, Non-Transport vehicle. Such care shall only be provided prior to the arrival of Fire-Rescue units and only within the private property of Delaire Country Club.
- f) <u>Transport Decisions</u>. Decisions concerning the transport of emergency medical patients shall remain the sole authority and responsibility of Fire-Rescue. Fire-Rescue shall be the exclusive provider of Advanced Life Support transport.
- 4. ALS First Responder Qualifications. Elite's Paramedics shall be certified by the State of Florida and will meet all qualifications and educational requirements as set forth in Chapter 401, Florida Statutes, and Chapter 64E-2 Florida Administrative Code.
 - 5. <u>Documentation of Patient Care Rendered by First Responder.</u>
 - a) **Documentation Requirements.** Elite shall provide documentation

required for patient care pursuant to Charter 64E-2 of the Florida Administrative Code. In addition, but not as a limitation, **Elite** will provide to **Fire-Rescue** written documentation of vitals (with time taken), chief complaint, age and sex of patient, assessment findings, interventions, by whom performed and time performed. Such information shall be provided to the responding **Fire-Rescue** unit verbally upon arrival of that unit and prior to **Fire-Rescue's** departure from the scene, in a preliminary, written report to include at a minimum, vital signs, chief complaints and all interventions.

- duarterly Reports. Elite will provide to Fire-Rescue on a quarterly basis copies of all medical run reports to which Elite responded to on Delaire Country Club's property. Such report shall include all patient assessments, treatments/interventions, responses to treatments/interventions, response, assessment and treatment times. The paramedic rendering treatment must sign the medical report. Fire-Rescue shall use these reports for Quality Assurance, purposes, and as such, they shall be deemed confidential. All such reports will be forwarded to Fire-Rescue Headquarters, in care of the Rescue Division.
- 6. Notification of Exposure to Infectious Disease. If a potential or actual exposure to infectious disease occurs during a call within Delaire Country Club, Fire-Rescue shall notify Elite as soon as Fire-Rescue has confirmed same with the receiving hospital. Should Elite become aware of a potential or actual exposure that involves response personnel, Elite shall notify Fire-Rescue as soon as possible. Each agency shall be responsible for providing appropriate care to its own personnel in the event of such an exposure.

- 7. Period of Agreement. This Agreement shall begin MwW 3, 2008, 2011 2008, and shall end MwW 3, 2008, unless terminated earlier as herein provided. This Agreement may be renewed for a period of one additional year, upon the express written consent of the City.
- 8. <u>Termination</u>. This Agreement may be terminated without cause by either party, upon receipt of written notice to the other party. In addition, this Agreement may be terminated by the City for cause, which shall include, but not be limited to lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; conduct injurious to proper patient care and safety or any other reasonable cause. Termination for cause shall be effective upon mailing or hand-delivery of a Notice of Cancellation.
- 9. <u>Indemnification</u>. Elite shall indemnify and hold harmless the City of Delray Beach and its officers, agents and employees for any cause of action or claim of whatever kind or nature including, but not limited to, negligence, gross negligence, intentional torts arising out of the performance of this Agreement, including every act or omission in the performance of this Agreement. This indemnification and hold harmless agreement shall not include any negligent acts of the City. The City does not waive its immunity under Fla. Stat. 768.28.
- 10. <u>Insurance</u>. Elite shall obtain Comprehensive Liability Insurance in the amount of \$1,000,000.00 per occurrence from a company rated A+ or better by the BEST Guide. Elite shall name the City as an additional insured. The insurance

certificate shall state that the City shall have thirty (30) day's prior notice of cancellation.

This insurance shall remain in full force and effect during the term of this Agreement.

- 11. <u>Notice and Contact</u>. All notices shall be in writing and sent to the address listed below.
 - a) Name, address, telephone number and fax number of the contact person for the City is as follows:

Chief David James
Delray Beach Fire Department
501 West Atlantic Avenue
Delray Beach, FL 33444
Phone: (561) 243-7410

Fax: (561)

(561) 243-7461

b) Name, address, telephone number and fax number of the contact person for Elite Protection Services is as follows:

Scott R. Lord, Director of EMS 5840 Corporate Way, #102 West Palm Beach, FL 33418 Phone: (561) 478-9983

Fax: (561) 478-9910

- 12. **Venue**. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Palm Beach County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- 13. <u>Waiver</u>. No waiver by the City of any right or remedy granted hereunder or failure to insist on strict performance by **Elite** shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent

exercise of the same right or remedy by the City for any further or subsequent default by **Elite**. Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

- 14. <u>Counterparts</u>. The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- 15. <u>Legal Authority</u>. Each party represents that the person signing this Agreement has the legal authority to bind the parties to this Agreement.
- 16. <u>Modification; Entire Understanding</u>. This Agreement may be amended, in writing, by mutual agreement of the parties. All prior understanding and agreements between the parties with respect to such matters are merged into this Agreement which alone, fully and completely express their understanding.
 - 17. No Assignment. This Agreement shall not be assigned.
- 18. <u>City Signature Required</u>. This Agreement shall not be valid, unless signed by the City Manager or the Mayor.
- 19. <u>Filing of Agreement Required</u>. This Agreement shall not be valid unless filed with the Bureau of Emergency Services, Department of Health, 4052 Bald Cypress Way, Tallahassee, FL 32399-1738, in accordance with the Florida Administrative Code, pursuant to Florida Statute Section 401.435,

IN WITNESS WHEREOF, the parties have caused this Agreement and one counterpart, both of which shall constitute originals, to be executed by its proper officers hereto duly authorized on the year and date first above written.

ATTEST:

ATTEST:	CITY OF DELRAY BEACH, FLORIDA
City Clerk	By: Java T. Jaule David T. Harden, City Manager
Approved as to Form: By:	By: Chief David James Delray Beach Fire-Rescue By: Auch wolffing
	Randall Wolff, MD, Medical Øirector Delray Beach Fire-Rescue
	SECURITY SERVICES OF AMERICA, L.L.C. ELITE PROTECTION SERVICES By: Run Production Services (Name Printed or Typed)
	Title
STATE OF FLORIDA	
COUNTY OF Palm Beach	
The foregoing instrument was acknowledging), a (state of the corporation.	owledged before me this about day of Practices (name of officer or agent, on Services (name of corporation or place of incorporation) corporation, on sonally known to me or has produced eation) as identification. Signature of Notary Public - State of Florida
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			CLAIMS MADE X OCCUR				MED EXP (Any one person)	\$		
		x	S.I.R. \$1,000,000				PERSONAL & ADV INJURY	\$ 2	,000,00	
		<u></u>					GENERAL AGGREGATE	\$ 2	,000,00	
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		X	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$		
		_					PROPERTY DAMAGE (Per accident)	\$		
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	If yes	, desc	ribe under PROVISIONS below				E.L. DISEASE - POLICY LIMIT		,000,000	
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sc				S/EXCLUSIONS ADDED BY ENDORSEMEN	IT/SPECIAL PROVISIONS					
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EF	<u> TIFI</u>	CAT	E HOLDER	100	CANCELLATI	ON				
					SHOULD ANY OF	THE ABOVE DESCRIBE	D POLICIES BE CANCELLED BI	FORE T	HE EXPIRATION	
					DATE THEREOF,	THE ISSUING INSURE	R WILL ENDEAVOR TO MAIL	30 [DAYS WRITTEN	
					NOTICE TO THE C	ERTIFICATE HOLDER	NAMED TO THE LEFT, BUT FA	LURE TO	DO SO SHALI	
					IMPOSE NO OBLI	IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR				
City of Delray Beach, Fire Rescue 501 West Atlantic Avenue Delray Beach, FL 33444			REPRESENTATIVES.							
			AUTHOPIZED REPE	AUTHORIZED REPRESENTATIVE						
	100									

Willi	S CERTIFICATE OF LIABIL	ITY INSURANCE Page 2 of 3 03/	DATE 10/2008
PRODUCER	877-945-7378 Willis North America, Inc. 26 Century Blvd.	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATIO ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICAT HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND O ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
	P. O. Box 305191 Nashville, TN 372305191	INSURERS AFFORDING COVERAGE	NAIC#
INSURED	Elite Security, Inc.	INSURERA: ACE American Insurance Company	22667-101
5840 Corporate Wa	dba: Elite Protection Services 5840 Corporate Way, Suite #102	INSURERB: American Home Assurance Company	19380-076
	West Palm Beach, FL 33407	INSURERC: Indemnity Insurance Company of North Amer	25348-100
		INSURER D: Lexington Insurance Company	19437-000
		INSURERE: Hartford Fire Insurance Company	19682-104

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Medical Professional Liability Policy No. LHM809049 3/13/2008 - 3/13/2009 Carrier: Landmark American Insurance Company/33138-000 \$5,000,000. Limit per occurence \$5,000,000. Aggregate

City of Delray Beach is included as an Additional Insured as respects to General Liability, as required by contract.

Page 3 of 3

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



WHEREAS, there is a need for <u>Security Services of America L.L.C.</u>, <u>Elite Protection Services</u> to operate and provide essential emergency medical services to the citizens and visitors of Palm Beach County, Florida; and WHEREAS, said agency has applied to provide these services; and WHEREAS, said agency has indicated that it will comply with the requirements of Palm Beach County's Emergency Medical Services Ordinance (#2006-40), the Board of County Commissioners of Palm Beach County hereby issues a Certificate of Public Convenience and Necessity to said emergency medical service provider, valid from <u>May 21, 2008 to May 21, 2014.</u>

In issuing this Certificate, it is understood that the agency named hereon will meet the requirements of all pertinent county and state legislation and will provide emergency medical services on a twenty-four hour basis in the area(s) or zone(s) designated, providing the level of service endorsed as follows:



Area(s):	Delaire Country Club	

Service Endorsed: Special Secondary Service Provider - ALS Non - Transport



Ciario Ci	APPROVED AS TO PORM
Director, Division of Emergency Management	AND LEGAL SUFFICIENCY Chair, Board of County Commissioners

County Attorney

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WHEREAS, there is a need for Security Services of America L.L.C., Elite Protection Services to operate and provide essential emergency medical services to the citizens and visitors of Palm Beach County, Florida; and WHEREAS, said agency has applied to provide these services; and WHEREAS, said agency has indicated that it will comply with the requirements of Palm Beach County's Emergency Medical Services Ordinance (#2006-40), the Board of County Commissioners of Palm Beach County hereby issues a Certificate of Public Convenience and Necessity to said emergency medical service provider, valid from May 21, 2008 to May 21, 2014.

In issuing this Certificate, it is understood that the agency named hereon will meet the requirements of all pertinent county and state legislation and will provide emergency medical services on a twenty-four hour basis in the area(s) or zone(s) designated, providing the level of service endorsed as follows:



Area(s):	Delaire Country Club	

Service Endorsed: Special Secondary Service Provider – ALS Non – Transport



Director, Division of Emergency Management APPROVED AS TO FORM Chair, Board of County Commissioners AND LEGAL SUFFICIENCY

County Attorney