

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 21, 2015 [] Consent [] Regular [] Ordinance [X] Public Hearing
Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Emergency Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: Approve the issuance of a "Special Secondary Service" Certificate of Public Convenience and Necessity (COPCN) with ABM Security Services Inc. d/b/a Elite Protection Services to provide Advanced Life Support (ALS) first response, non-transport services to the gated community of BallenIsles Community Association.

Summary: The residents of BallenIsles Community Association wish to have Elite Protection Services provide ALS first response, non-transport services as part of their security services. The Department of Public Safety, Division of Emergency Management, has reviewed the application and recommends approval of a "Special Secondary Service Provider - Non-Transport" COPCN to be issued to Elite Protection Services for operations restricted to the confines of BallenIsles Community Association for the period July 21, 2015 until Elite Protection Services contractual agreement with BallenIsles Community Association is terminated. The City of Palm Beach Gardens Fire Rescue is the Primary COPCN holder and has signed a "Memorandum of Understanding" with Elite Protection Services to provide such services in their respective zone. District 1 (JB)

Background and Justification (or Policy Issues): 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 (#2010-056) requires each private security agency providing ALS service to obtain a County "Special Secondary Service Provider - Non-Transport" COPCN. Elite Protection Services provides security and Advanced Life Support (ALS) first response, non-transport services to five other gated communities. Elite Protection Services applied for the COPCN and the EMS Office has found Elite Protection Services' application and all related requirements to be in compliance with EMS Ordinance (2010-056).

Attachments:

- 1. COPCN Application
2. Letter regarding BallenIsles Community Association
3. MOU Palm Beach Gardens Fire Rescue
4. COPCN (2 originals)
5. Proof of Publication

Recommended by: [Signature] 7/14/15
Department Director Date
Approved By: [Signature] 7/14/15
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	0	_____	_____	_____	_____
External Revenues	0	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	0	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No _____
 Budget Account Exp No: _____ Fund _____ Department _____ Unit _____
 Object _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no fiscal impact associated with this agenda item.

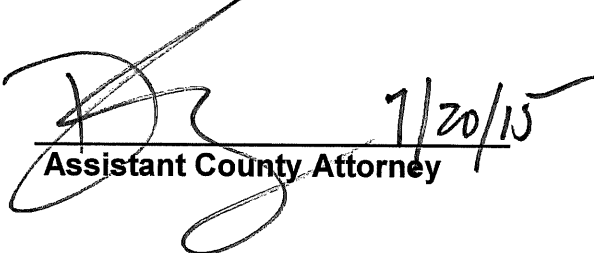
Departmental Fiscal Review: Stephane Lepore

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

 SP 7/13 OFMB 7/13/15	 J. Jacobson 7/16/15 Contract Dev. and Control 7-15-15 Bebeck
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B. Legal Sufficiency:


 Assistant County Attorney
 7/20/15

C. Other Department Review: _____

 Department Director



**PALM BEACH COUNTY
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MEDICAL SERVICES**



**APPLICATION FOR
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

Section 1: TYPE OF APPLICATION

Applying for renewal _____ EMS Certificate

Applying for new X EMS Certificate

Certificate term from _____ to _____

Section 2: SERVICE ENDORSEMENT REQUESTED (Check one)

PRIMARY ALS PROVIDER (Primary ALS Provider, provides emergency ALS & BLS transport) _____

PRIMARY ALS PROVIDER (Primary ALS Provider, provides emergency ALS transport & BLS transport as needed) _____

SECONDARY ALS PROVIDER (Private Ambulance Provider, transports emergency & non-emergency ALS & BLS inter-facility transfers) _____

SPECIAL SECONDARY SERVICE PROVIDER (Private Gated Community - provides initial ALS or BLS services within the gated community by special agreement until Primary COPCN Provider arrives) X

Section 3: AGENCY INFORMATION

1. Name of agency ABM Security Services, Inc. DBA Elite Protection Services

Mailing address 5840 Corporate Way, Suite 102, West Palm Beach, FL 33407

Phone # (561) 478-9983

Agency is public sector _____ private sector X

2. Chief's / Manager's / Owner's name Ray Pradines, Chief of EMS

3. Medical Director's name John Irving Halpern, D.O.

Medical Director's business address 7515 Benyam Way, Tamara, FL 33321

Attachment # 1

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Medical Director's medical license # OS 6052 Exp. date MARCH 31, 2016

4. If applicant is a private sector agency, provide a list of all owner(s), officers, directors, primary shareholders. Include each person's position / interest, and business address. (Please attach separate list referencing question #4.)

5. Describe the Need and Area(s) or Zone(s) for the proposed service to be covered by your agency. You must submit copies of any municipal resolution(s) allowing your agency to provide service to any municipality, as well as copies of any other contractual agreements for medical transportation, including, but not limited to, contracts with "Gated Communities."

6. Please be sure to include with the Application, as separately numbered Attachments, the following:

- (a) Attachment #1 - Copy of current State EMS license(s) and/or current COPCN, if any.
- (b) Attachment #2 - Copy of profile sheet(s) relating to current Florida State license(s), if any, or the equivalent information sheet listing all of the agency's vehicles.
- (c) Attachment #3 - Personnel Roster. Personnel must meet all requirements of certification and training referred to in 64J-1.020, Florida Administrative Code ("F.A.C."). A roster with all required information is an acceptable equivalent to form 631D.
- (d) Attachment #4 - Copy of current Fee Schedule.
- (e) Attachment #5 - Insurance Verification. A copy of an insurance policy, a self insurance policy, or a Certificate of Insurance is acceptable, so long as the agency meets the minimum insurance limits as required by Section 64J-1.002, F.A.C. There must be a 30-day cancellation notice and Palm Beach County shall be shown as a certificate holder.
- (f) Attachment #6 - Verification of Medical Director Employment. Provide a copy of contract or agreement with current Medical Director. Include copies of DEA and Florida Physician's License. Must meet requirements of 64J-1.004, F.A.C.
- (g) Attachment #7 - A letter from your Medical Director stating your agency has adopted the minimum standard, pre-hospital treatment/transport protocols, as approved by the Palm Beach County EMS Council.
- (h) Attachment #8 - A copy of the current emergency plan for your agency.
- (i) Attachment #9 - A copy of current outside financial statement(s) or funds budgeted for emergency medical services.

- (j) Attachment #10 – A non-refundable application fee in the amount of five-hundred dollars (\$500.00) made payable to: “Palm Beach County Board of County Commissioners.”
- (k) Attachment #11 – A copy of a Federal Communication Commission (FCC) license authorizing your radio communication system operation.

I, the undersigned representative of the applicant Agency, do hereby attest that said Agency meets all the requirements of Palm Beach County Emergency Medical Services (EMS) Ordinance, as codified in the Palm Beach County Code of Laws and Ordinances, Chapter 13, Article II, Division 1., and any accompanying Rules and Regulations of the Department of Public Safety Emergency Medical Services Section, as well as all the requirements for the operation of an emergency service as provided for in F.S., Chapter 401, Part III, and Chapter 64J, Florida Administrative Code.

I, the undersigned representative of the above applicant Agency, further attest that this Agency is in compliance with the State of Florida EMS Communications Plan.

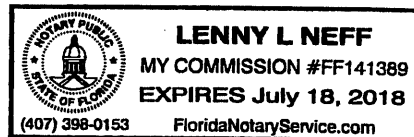
I, the undersigned representative of the applicant Agency, acknowledge that any discrepancies discovered by the PBC EMS staff during the annual mandatory inspections may subject my Agency and its representatives to corrective action and possible penalty as provided for by Florida law and applicable Rule. Further, I understand that an annual vehicle permit-fee of twenty-five dollars (\$25.00) per-vehicle shall be paid for any EMS vehicle or ambulance utilized in Palm Beach County.

I, the undersigned representative of the above applicant Agency further acknowledge that, to the best of my knowledge, all statements on this application and the included attachments in support of the application are true and correct.

RAY PRADINES - Chief, EMS
 Printed / Typed Name of Agency Representative

Ry PL
 Signature

05 June 2015
 Date



STATE OF FLORIDA
 COUNTY OF PALM BEACH

The foregoing Application was acknowledged before me this 5 day of June, 2015, by RAY PRADINES, who is personally known to me or who has produced _____, as identification and who did take an oath.

L Neff
 Signature

Notary Seal:

Questions 4 and 5

4) Officers and Directors:

Chris Hansen – ABM Security President
7324 Southwest Freeway, 14th Floor
Houston, Texas 77074
(713) 596-5415

Matthew Schwartz – Southeast Regional Vice President
1320 N. Semoran Boulevard, Suite 101
Orlando, Florida 32807
(407) 523-9442

5) Areas and zones covered by COPCNS in Palm Beach County:

- a) Delaire Country Club, 16720 South Military Trail, Delray Beach, FL
- b) Admiral's Cove Country Club, 200 Admirals Cove Blvd., Jupiter, FL
- c) Frenchmans's Creek Country Club, 13782 Tournament Drive, Palm Beach Gardens, FL
- d) Country Club at Mirasol, 11300 Mirasol Blvd., Palm Beach Gardens, FL

NOTE: This application is for a new certificate for the following area and zone:

BallenIsles Community Association, 303 BallenIsles Circle, Palm Beach Gardens, FL

NOTE: Attached is Memo of Understanding between Palm Beach Gardens Fire-Rescue and ABM Security Services, DBA Elite Protection Services.

NOTE: Attached is a Binding Letter of Intent regarding service contract between BallenIsles Community Association and Elite Protection Services.

Emergency Medical Services
License Application Profile Report

Name: ABM SECURITY SERVICES, INC., DBA-ELITE PROTECTION SERVICES	License Number: 5029	Phone: (561) 478-9983
Manager Name: Mr. Ray Pradines	COUNTY: PALM BEACH	Fax: (561) 478-9910
Mailing Address: 5840 Corporate Way, Ste 102 WEST PALM BCH, FL 33407	Service Type:	Email: ray.pradines@abm.com
Physical Address: 5840 Corporate Way, Suite 102 WEST PALM BCH, FL 33407	Private Corporation For Profit	

Certification Number: 3752	Date Issued: 10/29/2013	Expires: 11/28/2016
Status: Clear	Service Sub-Type: Non - Transport	
Service Type: ALS	Amount Required: \$1,475.00	Amount paid: \$1,475.00

Name: HALPERN, JOHN IRVING HOWARD	License Number: OS 6052	License Expires: 03/31/2016
Phone: (954) 722-8623	DEA Reg. #: BH 5641091	DEA Reg. Expires: 10/31/2015
Address: 7515 Banyan Way TAMARAC FL 33321	Contract End Date: 12/31/2015	

Name:	License Number:	License Expires:
Phone:	DEA Reg. #:	DEA Reg. Expires:
Address:	Contract End Date:	

Attachment # 1
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Insurance Company Ace American Insurance Company	Type of Insurance Vehicle Liability	Insurance Expiration Date 11/01/2015																																																									
County of Service Palm Beach	Date Certificate of Public Convenience and Necessity Expires 01/01/1901																																																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th><u>Permit #</u></th> <th><u>Type</u></th> <th><u>Sub-Type</u></th> <th><u>Make</u></th> <th><u>Model</u></th> <th><u>Year</u></th> <th><u>License Status</u></th> <th><u>Issue Date</u></th> <th><u>Vehicle Identifier</u></th> <th><u>Permit Fee</u></th> </tr> </thead> <tbody> <tr> <td>16998</td> <td>ALS</td> <td>N</td> <td>FORD</td> <td>ESCAPE</td> <td>2011</td> <td>Clear</td> <td>11/29/2011</td> <td>1FMCUOC75CKA37169</td> <td>25.00</td> </tr> <tr> <td>16999</td> <td>ALS</td> <td>N</td> <td>FORD</td> <td>ESCAPE</td> <td>2011</td> <td>Clear</td> <td>11/29/2011</td> <td>1FMCU4K30BKB75142</td> <td>25.00</td> </tr> <tr> <td>17949</td> <td>ALS</td> <td>N</td> <td>FORD</td> <td>FLEX</td> <td>2013</td> <td>Clear</td> <td>06/12/2013</td> <td>2FMGK5B85DBD05356</td> <td>25.00</td> </tr> <tr> <td>18038</td> <td>ALS</td> <td>N</td> <td>FORD</td> <td>ESCAPE</td> <td>2013</td> <td>Clear</td> <td>08/19/2013</td> <td>1FMCU0GX8DUD72168</td> <td>25.00</td> </tr> </tbody> </table>										<u>Permit #</u>	<u>Type</u>	<u>Sub-Type</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>License Status</u>	<u>Issue Date</u>	<u>Vehicle Identifier</u>	<u>Permit Fee</u>	16998	ALS	N	FORD	ESCAPE	2011	Clear	11/29/2011	1FMCUOC75CKA37169	25.00	16999	ALS	N	FORD	ESCAPE	2011	Clear	11/29/2011	1FMCU4K30BKB75142	25.00	17949	ALS	N	FORD	FLEX	2013	Clear	06/12/2013	2FMGK5B85DBD05356	25.00	18038	ALS	N	FORD	ESCAPE	2013	Clear	08/19/2013	1FMCU0GX8DUD72168	25.00
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4	0	0	4	0																																																							

Attachment # 1
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Attachment # 3

ATTACHMENT #3 PERSONNEL ROSTER

Paramedic name	Paramedic License number	Expiration Date
Alma, Alma LC	PMD 526187	12/1/16
Berete, Frankie	PMD 522292	12/1/16
Capobianco, Joseph A	PMD 510857	12/1/16
Christmas, Richard E	PMD 4273	12/1/16
Croke, John B	PMD 3942	12/1/16
Dennis, Brian	PDM 525097	12/1/16
Ensinger, Steve	PMD 200106	12/1/16
Fachine, Jorge	PMD 520831	12/1/16
Hart, Jon	PMD 921	12/1/16
Holloman, Norwood	PMD 528794	12/1/16
John Paul Lapierre	PMD 521512	12/1/16
Keating, Mark	PMD 15932	12/1/16
Lichty, Robert T	PMD 13551	12/1/16
Lord, Scott R	PMD 16023	12/1/16
Olsen, Robert H	PMD 201858	12/1/16
Padellan, Moetahar	PMD 9550	12/1/16
Pierce, Clint E	PMD 14795	12/1/16
Pradines, Ray	PMD 14979	12/1/16
Prince, Alden	PMD 14067	12/1/16
Ramirez, Anthony M	PMD 523907	12/1/16
Rollins, Noel S	PMD 510791	12/1/16
Sherman, Matthew Guy	PMD 522501	12/1/16
Smith, Michelle I	PMD 19748	12/1/16
Taft, Adam	PMD 514294	12/1/16
Tilles, Daniel R	PMD 13148	12/1/16
Turrell, David R	PMD 506210	12/1/16
Watt, James A	PMD 515927	12/1/16
Weihs, Matthew D	PMD 517911	12/1/16
Weihs, Robert W	PMD 206992	12/1/16
Whitten, Mathew T	PMD 515544	12/1/16
Young, Paul A	PMD 513616	12/1/16

Attachment # 1

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Attachment #4 – Fee Schedule

As we are a non-transport, secondary service provider contracted to communities, Elite Protection Services does not charge fees.

Attachment # 1

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Commercial Lines - (415) 541-7900 Wells Fargo Insurance Services USA, Inc. - CA Lic#: OD08408 45 Fremont Street, Suite 800 San Francisco, CA 94105-2259	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company	22667	
INSURER B: ACE Property and Casualty Ins. Co.	20699	
INSURER C: Indemnity Insurance Company of North America	43575	
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

COVERAGES **CERTIFICATE NUMBER:** 8319208 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000,000 SIR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			XSLG27339177	11/01/2014	11/01/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 _____ \$ _____
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISAH08829779	11/01/2014	11/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			XOOG27636184	11/01/2014	11/01/2015	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 _____ \$ _____
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC4813838A	11/01/2014	11/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Employee Dishonesty/Fidelity			DONG23691188001	11/01/2014	11/01/2015	\$2,000,000 Each Occurrence \$250,000 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Branch 4060
 Palm Beach County EMS is included as additional insured as respects to general liability as required by contract.

CERTIFICATE HOLDER Palm Beach County EMS 20 South Military Trail West Palm Beach, FL 33415	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
A	Garage Keepers Legal Liability			ISAH08829779	11/01/2014	11/01/2015	\$3,000,000 Limit

Certificate of Insurance-Con't

Attachment # 1

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CONTRACT

MEDICAL DIRECTOR

This contract for the SERVICES of MEDICAL DIRECTOR dated this 1st day of January, 2014 by and between **Doctor John Halpern, D.O. FACEP** (hereinafter referred to as "DR. HALPERN") and **ELITE PROTECTION SERVICES** (hereinafter referred to as "ELITE").

WITNESSED:

WHEREAS, **ELITE** is located in Palm Beach County, Florida; and desires to hire **DR. HALPERN** to provide services as a "MEDICAL DIRECTOR", AND

WHEREAS, **ELITE** is engaged in the business of providing emergency medical services upon a contract basis, and desire to contract **DR. HALPERN** to oversee and manage the Emergency Medical Program.

NOW, THEREFORE, in consideration of **DR. HALPERN** fulfilling the contractual obligations attached hereto as Exhibit "A", and for other good and valuable consideration, the sufficiency and receipt whereof hereby acknowledged, **ELITE** agrees to engage the professional services of **DR. HALPERN** for the purpose of providing MEDICAL DIRECTOR SERVICES upon the terms and conditions hereinafter set forth.

1. For the term commencing January 1, 2014, through December 31, 2015, hereinafter provided, **DR. HALPERN** shall provide MEDICAL DIRECTOR SERVICES to **ELITE**, for all areas **ELITE** provides Emergency Medical Services on a twenty four (24) hour basis. Such services shall include without limitation the duties outlined in exhibit "A" and such other activities as are generally provided by other MEDICAL DIRECTORS under the provision of Florida State Statute.
2. In monetary consideration for the term of the contract, **DR. HALPERN** will be paid for his services, the sum of Thirty Thousand Dollars (\$30,000.00) per year. As an employee of **ELITE** he will be covered under our General Liability and Medical Professional Liability insurance policies. The insurer information may change depending on our ability to negotiate more favorable coverage or rates with other insurers. He will be notified of any change in insurance carrier or change in insurance coverage which directly affects him.
3. This contract may be terminated in the event either party shall fail to carry out their obligation in a professional and responsible manner. In the above situation, a 60-day written notice shall be required.

In the event the contracted client cancels **ELITE'S** services or should the services become canceled due to Government intervention, all terms and conditions of this contract are herein suspended.

Attachment # 1

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Any notice shall be in writing and shall be sent by United States Postage, prepaid return receipt requested; by courier or an hand delivered to the following address:

ELITE PROTECTION SERVICES
5840 Corporate Way, Suite 102
West Palm Beach, Florida 33407


DR. JOHN HALPERN, D.O.
7515 Banyan Way
Tamarac, Florida 33321

The effective date of any notice shall be the date of its delivery or upon the date that delivery is unable to be made or acceptance of delivery is refused.

4. This contract shall be governed by and interpreted under the laws of the State of Florida. This contract for medical direction and the exhibit(s) attached hereto constitute all agreements, conditions and understandings between ELITE and DR. HALPERN with regard to the subject matter hereof, and there are no covenants, promises, conditions or understandings, either oral or written between them other than as set forth herein. This contract shall not be changed, modified or amended except in writing signed by both parties hereto.



Dr. John Halpern, D.O.
Medical Director
Date 12/19/13



Lenny L. Neff
Regional Director of Operations
Date 12/19/2013

Attachment # 1

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DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BH5641091	10-31-2015	\$731
SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
2,2N,3 3N,4,5	PRACTITIONER	09-07-2012
HALPERN, JOHN H DO 5840 CORPORATE WAY SUITE 102 WEST PALM BEACH, FL 33407		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON, D.C. 20537

Sections 304 and 1008 (21 U.S.C. 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (05/04)

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BH5641091	10-31-2015	\$731
SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
2,2N,3 3N,4,5	PRACTITIONER	09-07-2012
HALPERN, JOHN H DO 5840 CORPORATE WAY SUITE 102 WEST PALM BEACH, FL 33407		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON, D.C. 20537

Sections 304 and 1008 (21 U.S.C. 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, BUSINESS ACTIVITY, OR VALID AFTER THE EXPIRATION DATE.

AC#5943847

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

Attachment # 6c

DATE	LICENSE NO	CONTROL NO
03/04/2014	OS 6052	45613

The OSTEOPATHIC PHYSICIAN named below has met all requirements of the laws and rules of the state of Florida.
 Expiration Date: **MARCH 31, 2016**
JOHN IRVING HOWARD HALPERN
 13001 SOUTHERN BOULEVARD
 LOXAHATCHEE, FL 33470



QUALIFICATION(S)
 DISPENSING PRACTITIONER

Rick Scott

Rick Scott
GOVERNOR

John H. Armstrong

John H. Armstrong, MD, FACS
STATE SURGEON GENERAL

DISPLAY IF REQUIRED BY LAW

Attachment # 1

Page 14 of 22



ELITE
PROTECTION SERVICES

June 2, 2015

Re: Treatment /Trauma Protocol

To Whom It May Concern:

This letter is to affirm with you that we, Elite Protection Services, as medical service provider serving within Palm Beach County, Florida, are utilizing the most recent standard pre-hospital treatment/transport protocol that have been approved by the P.B.C. EMS Council and the State of Florida. It is also our company's intention to continue to use the standard protocols throughout the future.

Sincerely,

John Halpren, D.O.F.A.C.E.P.
Medical Director

Ray Pradines
Director of EMS

5840 Corporate Way, Suite 102 • West Palm Beach, FL 33407 • tel: 561.478.9983 • fax: 561.478.9910 • www.eliteprotection.com
A Division of ABM Security Services
"Commitment to Excellence"

Attachment # 1

Page 15 of 22



ELITE
PROTECTION SERVICES

To whom it may concern:

In reference to attachment number 8 our company does not currently utilize an emergency plan, as our company is not considered to be an "Emergency" provider. However, in case of circumstances such as hurricanes, flooding, tornados, etc... it is our company policy and intension to follow the guidelines as laid out by our "Clients" emergency contingency plan that we provide service for.

"Commitment to Excellence"

5840 Corporate Way • Suite 102 • West Palm Beach, FL 33407 • 561-243-9328 • Fax: 561-243-9366 • www.eliteprotection.com
A Division of Security Services of America

Attachment # 1

Page 16 of 22



Attachment # 9

ELITE

PROTECTION SERVICES

To whom it may concern:

In reference to attachment number 9, for a current outside financial statement for funds budgeted for EMS services. Our company has no current intentions to purchase any capital items in the near future, that are planned. For general medical supplies that are used by our medical personnel, replaced due to deterioration, or replaced due to expiration of product, are ordered through a medical supply vendor by our company and back-billed to our client. Thus resulting in no expense to us, and no need for an EMS budget.

"Commitment to Excellence"

5840 Corporate Way • Suite 102 • West Palm Beach, FL 33407 • 561-243-9328 • Fax: 561-243-9366 • www.eliteprotection.com
A Division of Security Services of America

Attachment # 1

Page 17 of 22



Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: ELITE PROTECTION SERVICES INC

ATTN: LENNY L. NEFF
ELITE PROTECTION SERVICES INC
5840 CORPORATE WAY
WEST PALM BEACH, FL 33407

Call Sign WPXI389	File Number 0005708948
Radio Service IG - Industrial/Business Pool, Conventional	
Regulatory Status PMRS	
Frequency Coordination Number	

FCC Registration Number (FRN): 0008374290

Grant Date	Effective Date	Expiration Date	Print Date
03-29-2013	03-29-2013	04-10-2023	03-29-2013

STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

- Loc. 1** Address: 6401 JOG ROAD
City: BOCA RATON County: PALM BEACH State: FL
Lat (NAD83): 26-24-21.0 N Long (NAD83): 080-08-50.0 W ASR No.: Ground Elev: 5.0
- Loc. 2** Area of Operation
Operating within a 20.0 km radius around fixed location 1
- Loc. 3** Address: 400 AVENUE OF THE CHAMPIONS
City: PALM BEACH GARDENS County: PALM BEACH State: FL
Lat (NAD83): 26-50-14.2 N Long (NAD83): 080-08-12.2 W ASR No.: Ground Elev: 5.0
- Loc. 4** Area of Operation
Operating within a 32.0 km radius around fixed location 3
- Loc. 5** Address: 13495 TOURNAMENT DRIVE
City: PALM BEACH GARDENS County: PALM BEACH State: FL
Lat (NAD83): 26-52-22.4 N Long (NAD83): 080-05-08.2 W ASR No.: Ground Elev: 14.0
- Loc. 6** Area of Operation
Operating within a 32.0 km radius around fixed location 5

Antennas

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Licensee Name: ELITE PROTECTION SERVICES INC

Call Sign: WPXI389

File Number: 0005708948

Print Date: 03-29-2013

Loc. No.	Ant. No.	Frequencies (MHz)	Sta.Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	000452.67500000	FB2	1		11K2F3E 20K0F3E	200.000	100.000	16.0	5.0	04-10-2004
2	1	000452.67500000	MO	50		11K2F3E 20K0F3E	70.000	35.000			04-10-2004
2	1	000457.67500000	MO	50		11K2F3E 20K0F3E	70.000	35.000			04-10-2004
2	1	000464.77500000	MO	50		11K2F3E 20K0F3E	70.000	35.000			04-10-2004
2	1	000451.45000000	MO	50		11K2F3E 20K0F3E	70.000	35.000			04-10-2004
3	1	000451.62500000	FB2	1		8K30F1D 8K30F1E	25.000	70.000	19.5	20.0	08-30-2013
4	1	000451.62500000	MO	25		8K30F1D 8K30F1E	2.500	2.500			08-30-2013
4	1	000456.62500000	MO	25		8K30F1D 8K30F1E	2.500	2.500			08-30-2013
5	1	000461.52500000	FB2	1		11K2F3E	25.000	50.000	8.0	7.6	08-30-2013
6	1	000466.52500000	MO	25		11K2F3E	2.000	2.000			08-30-2013
6	1	000461.52500000	MO	25		11K2F3E	2.000	2.000			08-30-2013

Control Points

Control Pt. No. 1

Address: 6401 JOG ROAD

City: BOCA RATON

County: PALM BEACH

State: FL

Telephone Number: (561)241-7586

Waivers/Conditions:

Beginning January 1, 2013, this station must operate on channels with a bandwidth of 12.5 kHz or less, or with equivalent efficiency, regardless of the emission bandwidths set forth on this license. See Section 90.209(b)(5) of the Commission's Rules. Note, however, that the narrowbanding requirement does not apply to specific channels designated in Rule 90.20 or 90.35 for paging only.

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

FCC 601-LM
August 2007

Attachment # 1
Page 19 of 22

REFERENCE COPY

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



**Federal Communications Commission
Wireless Telecommunications Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: BALLENSLE COMMUNITY ASSOC INC.

ATTN: ROBERT DAVIS
BALLENSLE COMMUNITY ASSOC INC.
330 BALLENSLE DR
PALM BEACH GARDENS, FL 33418

Call Sign WQIB778	File Number 0005786419
Radio Service IG - Industrial/Business Pool, Conventional	
Regulatory Status PMRS	
Frequency Coordination Number PC20131080019	

FCC Registration Number (FRN): 0017058249

Grant Date 12-27-2007	Effective Date 09-26-2013	Expiration Date 12-27-2017	Print Date 09-27-2013
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STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

- Loc. 1 Address:** PGA BLVD AND FLORIDA TURNPIKE
City: PALM BEACH GARDENS **County:** PALM BEACH **State:** FL
Lat (NAD83): 26-50-18.6 N **Long (NAD83):** 080-07-45.9 W **ASR No.:** N/A **Ground Elev:** 4.5
- Loc. 2 Area of operation**
Operating within a 5.0 km radius around fixed location 1
- Loc. 3 Area of operation**
Land Mobile Control Station meeting the 6.1 Meter Rule: PALM BEACH county, FL
- Loc. 4 Address:** NORTHLAKE BLVD GATE
City: PALM BEACH GARDENS **County:** PALM BEACH **State:** FL
Lat (NAD83): 26-48-38.6 N **Long (NAD83):** 080-07-35.4 W **ASR No.:** N/A **Ground Elev:** 6.2
- Loc. 5 Area of operation**
Operating within a 5.0 km radius around fixed location 4
- Loc. 6 Area of operation**
Land Mobile Control Station meeting the 6.1 Meter Rule: PALM BEACH county, FL
- Loc. 7 Address:** MILITARY TRAIL ENTRANCE
City: PALM BEACH GARDENS **County:** PALM BEACH **State:** FL
Lat (NAD83): 26-49-08.2 N **Long (NAD83):** 080-06-30.6 W **ASR No.:** N/A **Ground Elev:** 4.5
- Loc. 8 Area of operation**
Operating within a 5.0 km radius around fixed location 7

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Attachment # 1
Page 20 of 22

Licensee Name: BALLENSLE COMMUNITY ASSOC INC.

Call Sign: WQIB778

File Number: 0005786419

Print Date: 09-27-2013

Fixed Location Address or Mobile Area of Operation

Loc. 9 Area of operation

Land Mobile Control Station meeting the 6.1 Meter Rule: PALM BEACH county, FL

Antennas

Loc No.	Ant No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	000461.61250000	FB2	1		7K60FXW	50.000	39.400	12.5	12.0	09-26-2014
2	1	000466.61250000	MO	6		7K60FXW	25.000	25.000			09-26-2014
2	1	000461.61250000	MO	6		7K60FXW	25.000	25.000			09-26-2014
2	1	000466.61250000	MO	30		7K60FXW	4.000	4.000			09-26-2014
2	1	000461.61250000	MO	30		7K60FXW	4.000	4.000			09-26-2014
3	1	000466.61250000	FX1	2		7K60FXW	20.000	37.000			
4	1	000464.66250000	FB2	1		7K60FXW	50.000	39.400	15.0	16.0	09-26-2014
5	1	000469.66250000	MO	6		7K60FXW	25.000	25.000			09-26-2014
5	1	000464.66250000	MO	6		7K60FXW	25.000	25.000			09-26-2014
5	1	000469.66250000	MO	30		7K60FXW	4.000	4.000			09-26-2014
5	1	000464.66250000	MO	30		7K60FXW	4.000	4.000			09-26-2014
6	1	000469.66250000	FX1	2		7K60FXW	20.000	37.000			
7	1	000463.61250000	FB2	1		7K60FXW	50.000	39.400	17.0	17.0	09-26-2014
8	1	000468.61250000	MO	6		7K60FXW	25.000	25.000			09-26-2014
8	1	000463.61250000	MO	6		7K60FXW	25.000	25.000			09-26-2014
8	1	000468.61250000	MO	30		7K60FXW	4.000	4.000			09-26-2014
8	1	000463.61250000	MO	30		7K60FXW	4.000	4.000			09-26-2014

Attachment # 1

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Licensee Name: BALLENISLE COMMUNITY ASSOC INC.

Call Sign: WQIB778

File Number: 0005786419

Print Date: 09-27-2013

Antennas

Loc No.	Ant No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
9	1	000468.61250000	FX1	2		7K60FXW	25.000	25.000			

Control Points

Control Pt. No. 1

Address: 330 BALLENISLE DR

City: PALM BEACH GARDENS County: PALM BEACH State: FL Telephone Number: (561)775-4600

Control Pt. No. 2

Address: 150 BALLENISLES DR

City: PALM BEACH GARDENS County: PALM BEACH State: FL Telephone Number: (561)775-4600

Control Pt. No. 3

Address: 6000 PGA BLVD

City: PALM BEACH GARDENS County: PALM BEACH State: FL Telephone Number: (561)775-4600

Associated Call Signs

Waivers/Conditions:

Grant of the request to update licensee name is conditioned on it not reflecting an assignment or transfer of control (see Rule 1.948); if an assignment or transfer occurred without proper notification or FCC approval, the grant is void and the station is licensed under the prior name.

Attachment # 1

Page 22 of 22



5840 Corporate Way, Suite 102
West Palm Beach, FL 33407

May 28, 2015

Mr. Robert Davis,
General Manager
BallenIsles Community Association
303 BallenIsles Drive
Palm Beach Gardens, Florida 33418

Re: Binding Letter of Intent regarding Service Contract

Dear Mr. Davis:

This Letter of Intent ("LOI") sets forth the agreement between ABM Security Services, Inc. ("ABM" or "Contractor") and BallenIsles Community Association ("Client") concerning the initial services performed by Contractor in preparation for the commencement of work by Contractor for Client at [303 BallenIsles Drive, Palm Beach Gardens, FL 33418]. Client and Contractor presently contemplate that the work will be memorialized in the terms and conditions pursuant to which Contractor will provide to Client, security services at [BallenIsles ("Client's Property")]. During the time that the parties are finalizing the Transaction Documents (as defined below), it is understood and agreed that ABM will be compensated for any supplies or services it provides pursuant to this LOI.

1. Transaction Documents. The parties shall endeavor in good faith to negotiate and execute a long-form agreement to reflect the terms and conditions agreed to between the parties, together with any additional terms and conditions that are customary in such long-form agreements, and as otherwise may be mutually agreed upon between the parties (such long-form agreement(s), the "Transaction Document(s)"), including without limitation a Service Contract with respect to the security services to be provided by Contractor. Notwithstanding the foregoing, the terms and conditions set forth in this LOI shall constitute a legally binding agreement between Client and Contractor. It is the parties' intention to enter into the Transaction Document(s) as soon as reasonably practicable after the date hereof.

2. Services, Reimbursement and Payment. The attached document titled "BALLENISLE 5-year Security Proposal" highlights the staffing plan, equipment, and associated Costs to be billed to BallenIsles Community Association. Contractor shall invoice services monthly with payment due in 30 days upon receipt of invoice. The attached document is a good-faith estimate and may be modified in writing by and between the parties and mutually agreed upon.

Attachment # 2

Page 1 of 3

3. Indemnification. Client and Contractor ("Indemnifying Party", as applicable) each hereby agrees to protect, defend and indemnify the other party (the "Indemnified Party", as applicable), and its officers, directors, shareholders, members, agents and employees harmless from and against any and all claims, demands, losses or expenses, of any nature whatsoever, including reasonable attorneys' fees, for (i) any material breach by the Indemnifying Party of its covenants or obligations hereunder, or (ii) negligence or willful misconduct by Indemnifying Party, except to the extent attributable to the negligence or willful misconduct of an Indemnified Party.

4. Other Provisions.

- (i) This LOI may be executed in two or more counterparts or by facsimile signature (or both), each of which will be deemed to be an original, but all of which will constitute one and the same agreement.
- (ii) This LOI will be governed by and construed in accordance with the laws of the state of Florida. In any action for damages arising out of or relating to this LOI, neither party shall be liable or responsible under any circumstances for any consequential or punitive damages.
- (iii) This LOI embodies the entire agreement and understanding of the parties with respect to the subject matter herein and supersedes all prior and contemporaneous agreements or understandings between the parties, oral or written, with respect to the subject matter herein.
- (iv) The parties to this LOI are independent contractors, and no partnership, joint venture, employment or fiduciary relationship between them is intended or created hereby. None of the parties shall have the right, power or authority to waive any right, grant any release, make any contract or other agreement, or assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other parties or to bind the other parties in any manner for anything whatsoever or otherwise to act in the name of the other parties except as expressly set forth in this LOI and the Transaction Documents.
- (v) This LOI may be modified or waived only by a separate writing signed by both parties. The failure of any party at any time to require performance by the other party of any provisions set forth herein shall in no way affect the parties' rights to enforce such provisions, nor shall waiver by either party of any breach of this LOI be taken or held to be a waiver of any further breach of the same.
- (vi) This LOI shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns, but neither this LOI nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other party; provided, however, that Contractor may assign this LOI to an entity under the control of Contractor's parent company.

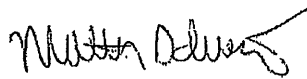
Attachment # 2

Page 2 of 3

(vii) This LOI shall be subject to (a) any applicable federal, state or local laws, rules or regulations, (b) the constitution, bylaws, resolutions and other rules, regulations, policies, directives, rulings and/or orders of any applicable sport governing body, and (c) the rules, regulations, and/or policies of any applicable venue, in each case as in effect on the date hereof and as may be amended from time to time.

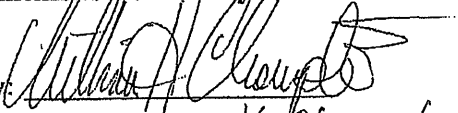
Please indicate your understanding of the terms and conditions set forth in this LOI by signing in the respective space set forth below.


Very truly yours,

 5/28/2015
Matthew Schwartz
Regional Vice President

Accepted and Agreed to this 28th day of May, 2015:

BallenIsles Community Association

By: 
Name: William H Champin
Its: President & Secretary

By: 
Director



PALM BEACH GARDENS
"A unique place to live, learn, work & play"

CITY OF PALM BEACH GARDENS
10500 North Military Trail
Palm Beach Gardens, FL 33410

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF PALM BEACH GARDENS
AND
ABM SECURITY SERVICES, INC. dba ELITE PROTECTION SERVICES**

This Memorandum of Understanding (hereinafter the "MOU") is hereby entered into this 10th day of June, 2015, between the City of Palm Beach Gardens on behalf of the City of Palm Beach Gardens Fire Rescue Department (hereinafter "Fire Rescue"), whose address is 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and ABM Security Services, Inc. dba Elite Protection Services (hereinafter "Elite"), whose address is 5840 Corporate Way, Suite 102, West Palm Beach, Florida 33407, in order to establish dispatch protocols and identify roles and responsibilities of Elite First Responder personnel at an emergency scene, and to set forth the documentation required for patient care rendered pursuant to F.A.C 64J1, as part of Elite's service contract, exclusively within the boundaries of the development known as BallenIsles Community Association, Palm Beach Gardens, Florida (hereinafter "BallenIsles"). This MOU shall also satisfy the requirements of Section 401.435, *Florida Statutes*, and Palm Beach County Ordinance 2010-056, Section 6 (d).

Dispatch Protocols:

Fire Rescue and Elite will be dispatched and respond to all EMS emergencies within BallenIsles utilizing the 9-1-1 emergency telephone access system. In the event that the request for emergency assistance is received by Elite, Elite will immediately retransmit to Fire Rescue via a dedicated, two-way ring-down line to Fire Rescue's alarm center. All requests for emergency medical assistance received through Elite's security office will provide confirmation of address, telephone number, and nature of the call to the Communication Center. Elite agrees that it will not advertise its own services or the services of any other private emergency assistance provider, and instead, shall only advertise the use of 9-1-1 for reporting emergencies. BallenIsles shall discourage its residents from notifying Elite before using the 9-1-1 system.

Radio communications between Elite and Fire Rescue while en route will be accomplished using the assigned MED/COM Channel. Communication will occur via radio if and only when the patient or the scene is unstable or when such communication is vital to the safety of the patient or the responding units.

Elite First Responder Roles and Responsibilities:

If Elite personnel are first to arrive at an emergency scene, Elite will conduct a scene safety evaluation in order to determine if it is safe to enter. If the scene is deemed unsafe, Elite will retreat to a safe location. Elite will then request law enforcement and notify all other responding units of the unsafe situation. All units will then stage at a safe location until the scene has been deemed safe to enter by law enforcement.

If the scene is determined to be safe to enter, Elite will then begin assessment of the patient. Elite will initiate care of any sick or injured persons in accordance with standard pre-hospital treatment protocols. All care on the scene will be rendered in accordance with the Palm Beach County Uniform Advanced Life Support Protocols, unless none have been issued, in which case Elite shall render care in accordance with standard ALS treatment guidelines. However, Fire Rescue reserves the right to require Elite to conform to Fire Rescue's ALS Protocols.

Once Elite has assessed the patient, if the patient is unstable or is in critical condition, Elite will immediately notify responding Fire Rescue units. If the patient and scene are stable, Elite will continue to administer treatment and provide a situation report to responding units upon their arrival. Elite personnel shall provide a written patient care report to Fire Rescue upon their arrival.

Elite will function as an ALS provider by hiring Florida certified EMTs and Paramedics equipped with a full complement of ALS medications and medical equipment in accordance with Chapter 401, *Florida Statutes*, and F.A.C. 64J1. Elite will only function as an ALS provider within BallenIsles and will not have patient transport responsibilities. However, Elite shall maintain and equip all vehicles utilized to provide ALS services within BallenIsles as if such vehicles were transport vehicles. Patient transport shall remain the sole responsibility and authority of Fire Rescue and will be conducted exclusively by Fire Rescue.

ALS First Responder Qualifications:

All EMTs and Paramedics employed by Elite for the provision of service pursuant to this MOU shall be certified by the State of Florida, Division of Emergency Preparedness and Community Support, and must satisfy all the professional qualifications and educational requirements set forth in Chapter 401, *Florida Statutes*, and F.A.C. 64J1. Elite shall ensure common medical direction with Palm Beach Gardens Fire Rescue through the participation of Elite's Medical Director in the Palm Beach County Medical Director's Association.

Documentation of Patient Care Rendered by First Responder:

Elite shall document all patient contact on a patient care report in order to provide timely and accurate patient care information to responding Fire Rescue units. At a minimum, each patient contact shall be documented as per FAC 64J-1.014 (4), which shall provide information pertinent to the patient's identification, assessment, and care provided. Additionally, the names and identification number of all Elite personnel on the scene who provided patient care shall be included on the patient care report.

Attachment # 3
Page 2 of 4

Infectious Disease:

Elite shall adopt an infectious disease protocol that complies with all applicable federal, state, and local laws. Each agency shall be responsible for providing post exposure care to its own personnel.

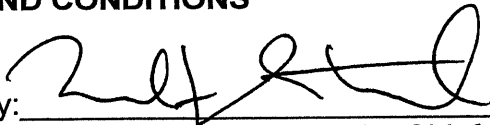
Authorization:


This MOU may be amended from time to time by mutual written agreement of the parties. Upon execution, this MOU will be filed with Palm Beach County, Division of Emergency Management located at 20 South Military Trail, West Palm Beach, Florida 33415.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date hereinabove first written.

**APPROVED AS TO TERMS
AND CONDITIONS**


By: 
Michael F. Southard, Fire Chief

By: 
Ken Scheppke, M.D., Medical Director
Palm Beach Gardens Fire Rescue

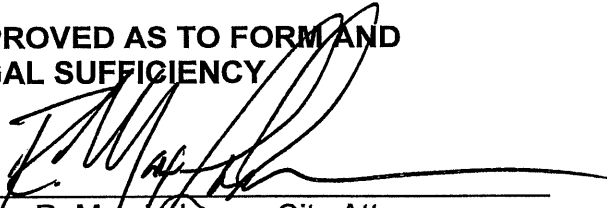
CITY OF PALM BEACH GARDENS, FLORIDA

By: 
Ronald M. Ferris, City Manager

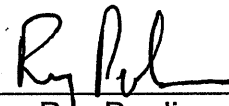
ATTEST:

By: 
Patricia Snider, CMC, City Clerk


**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**


By: 
R. Max Lohman, City Attorney

**ABM SECURITY SERVICES, INC.
dba ELITE PROTECTION SERVICES**

By: 
Ray Pradines, Chief – EMS

WITNESSES:

By: 
Print Name: Geri Maeraghan

By: 
Print Name: Barbara R. Chabra

Certificate of Public Convenience and Necessity Palm Beach County Emergency Medical Services

WHEREAS, there is a need for ABM Security Services Inc. DBA 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 (#2010-056), 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 July 21, 2015 to until their contractual agreement with BallenIsles Community Association is terminated.

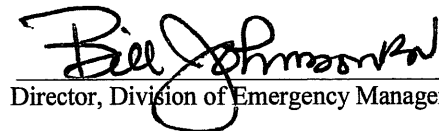
In issuing this Certificate, it is understood that the agency named hereon will meet the requirements of all pertinent county and state legislation and will provide emergency medical services on a twenty-four hour basis in the area(s) or zone(s) designated, providing the level of service endorsed as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

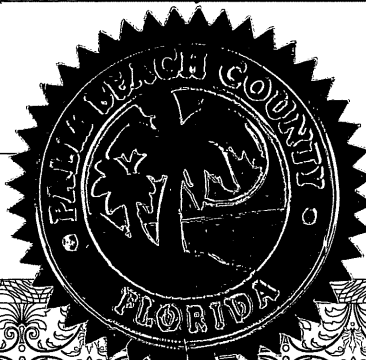


Area(s): BallenIsles Community Association

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




Director, Division of Emergency Management



Mayor, Board of County Commissioners

The Palm Beach Post
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Palm Beach Daily News

NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held by the Board of County Commissioners of Palm Beach County, Florida, on July 21, 2015 in the Jane Thompson Memorial Chambers, 6th Floor of the Governmental Center, 301 North Olive Avenue, West Palm Beach, Florida, for the issuance of a "Special Secondary Service Provider" Certificate of Public Convenience and Necessity (COPCN) to ABM Security Services Inc. d/b/a Elite Protection Services, a private security provider agency, to allow the agency to provide Advanced Life Support Service (ALS) first response, non-transport services to the private gated community of BallenIsles Community Association for the period from July 21, 2015 until their contractual agreement with BallenIsles Community Association is terminated.

Board of County Commissioners
Vince Bonvento,
Director of Public Safety
June 15, 2015
Department of Public Safety

PUB: The Palm Beach Post
7-11/2015 #332687

PBC BOCC PUBLIC SAFETY PROOF OF PUBLICATION STATE OF FLORIDA COUNTY OF PALM BEACH Before the undersigned authority personally appeared Rosemary Hindmarch, who on oath says that she is Call Center Legal Advertising Representative of The Palm Beach Post, a daily and Sunday newspaper, published at West Palm Beach in Palm Beach County, Florida; that the attached copy of advertising for a Notice was published in said newspaper on First date of Publication 07/11/2015 and last date of Publication 07/11/2015 Affiant further says that the said The Post is a newspaper published at West Palm Beach, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second class mail matter at the post office in West Palm Beach, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she/he has neither paid nor promised any person, firm or corporation any discount rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Also published in Martin and St. Lucie Counties. NOTICE OF PUBLIC HEARING Ad ID: 848881 Ad Cost: 110.08



Signed Rosemary Hindmarch
Farron Burton

Sworn to and subscribed before 07/13/2015.

Who is personally known to me.

Attachment # 5

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