

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: August 16, 2016

☐ Consent
☐ Ordinance

☐ Regular
☒ 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 Universal Protection Service, LLC to provide Advanced Life Support (ALS) first response, non-transport services to the gated community of The Polo Club of Boca Raton.

Summary: The residents of The Polo Club of Boca Raton wish to have Universal Protection Service, LLC 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 Universal Protection Service, LLC for operations restricted to the confines of The Polo Club of Boca Raton for the period August 16, 2016 until Universal Protection Service, LLC contractual agreement with The Polo Club is terminated. Palm Beach County Fire Rescue is the Primary COPCN holder and has signed a "Memorandum of Understanding" with Universal Protection Service, LLC to provide such services in their respective zone. The EMS Council has approved the recommendation to grant Universal Protection Service, LLC a Special Secondary COPCN according to Section 7 of the EMS Ordinance 2010-056. District 5 (LDC)

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

Attachments:

1. COPCN Application
2. Service Agreement between Universal Protection Service, LLC & The Polo Club of Boca Raton Property Owners Association, Inc.
3. MOU between Palm Beach County Fire Rescue & Universal Protection Service, LLC
4. COPCN (2 originals)
5. EMS Advisory Council's Report
6. Proof of Publication

Recommended by: Stephanie Serino
Department Director

7/25/16
Date

Approved By: [Signature]
Deputy County Administrator

8/4/16
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
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 _____

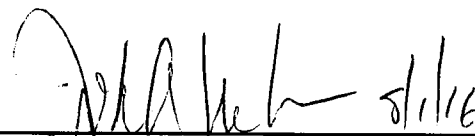
B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no fiscal impact associated with this agenda item.

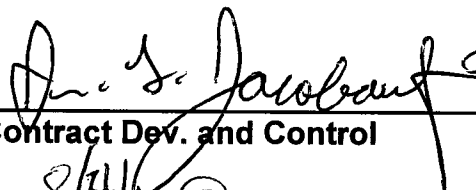
Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

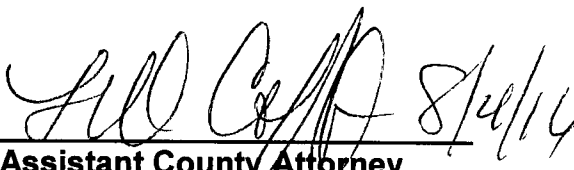


OFMB 8/1/16
7/28/16



Contract Dev. and Control
8/4/16

B. Legal Sufficiency:



Assistant County Attorney
8/4/16

C. Other Department Review: _____

Department Director

REVISED 9/03
ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)



**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 ☒ 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) ☒

Section 3: AGENCY INFORMATION

1. Name of agency Universal Protection Service, LLC
Mailing address 5840 Corporate Way, Suite 102, West Palm Beach, FL 33407
Phone # (561) 478-9983
Agency is public sector _____ private sector ☒
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 Banyan Way, Tamarac, FL 33321

Medical Director's medical license # OS 6052 Exp. date 10-31-2018

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."

Separate List

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 Pradines

Signature

06/08/2016

Date

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Application was acknowledged before me this 8 day of June, 2016, by Ray Pradines, who is personally known to me or who has produced _____, as identification and who did take an oath.

Mary Simmons
Signature

Notary Seal:



Section 3: Agency Information

4. Officers and Directors

Steve Jones, CEO
1551 Tustin Ave.
Suite 650
Santa Ana, CA 92705
(714) 619-9700

Rob Ryan, Region President
10735 David Taylor Drive
Suite 560
Charlotte, NC 28262
(704) 970-3419

5. Areas and zones covered by COPCNs in Palm Beach County

1. Delaire Country Club, 16720 South Military Trail, Delray Beach, FL
2. Admiral's Cove Country Club, 200 Admiral's Cove Blvd., Jupiter, FL
3. Frenchman's Creek Country Club, 13782 Tournament Drive, Palm Beach Gardens, FL
4. Mirasol Country Club, 11300 Mirasol Blvd., Palm Beach Gardens, FL
5. BallenIsles Community Association, 303 BallenIsles Circle, Palm Beach Gardens, FL

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

The Polo Club, 5400 Champion Blvd., Boca Raton, FL

*Attached are COPCNs for the above communities.



4048

STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF EMERGENCY MEDICAL OVERSIGHT

ADVANCED LIFE SUPPORT SERVICE LICENSE

This is to certify that UNIVERSAL PROTECTION SERVICE, LLC
Name of Provider

5840 CORPORATE WAY, SUITE 102, WEST PALM BEACH, FLORIDA 33407
Address

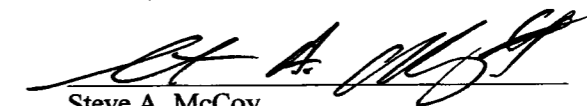
has complied with Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, and is authorized to operate as an Advanced Life Support Service subject to any and all limitations specified in the applicable Certificate(s) of Public Convenience and Necessity and/or Mutual Aid Agreements for the County(s) listed below:

☐ INTER-FACILITY

☐ TRANSPORT

☒ NON-TRANSPORT

PALM BEACH
County(s)


Steve A. McCoy
Emergency Medical Services Administrator
Florida Department of Health

Provider Number: 5223

Date: 05/16/2016 Expires: 05/15/2018

This certificate shall be posted in the above mentioned establishment

Emergency Medical Services
License Application Profile Report

PROVIDER DATA

Name: UNIVERSAL PROTECTION SERVICE, LLC

ID NUMBER: 5223

Phone: (561) 243-9328

Manager Name: Ray Pradines, Chief of EMS

COUNTY: PALM BEACH

Fax: (561) 478-9910

Mailing Address: 5840 Corporate Way Suite 102

WEST PALM BEACH, FL 33407

Service Type

Email: raymond.pradines@universalpro.com

Physical Address: 5840 Corporate Way Suite 102

WEST PALM BEACH, FL 33407

Private
Corporation
For Profit

LICENSE DATA

Certification Number: 4048

Date Issued: 05/16/2016

Expires: 05/15/2018

Status: Clear

Service Sub-Type: Non - Transport

Service Type: ALS

Amount Required: \$1,375.00

Amount paid: \$1,375.00

PRIMARY MEDICAL DIRECTOR DATA

Name: HALPERN, JOHN IRVING HOWARD

License Number: OS 6052

License Expires: 03/31/2018

Phone: (954) 722-8623

DEA Reg. #: BH5641091

DEA Reg. Expires: 10/31/2018

Address: 7515 Banyan Way
TAMARAC FL 33321

Contract End Date: 12/31/2016

SECONDARY MEDICAL DIRECTOR DATA

Name:

License Number:

License Expires:

Phone:

DEA Reg. #:

DEA Reg. Expires:

Address:

Contract End Date:

Attachment # 1
Page 6 of 29

INSURANCE DATA

Insurance Company
Philadelphia IND Insurance Company

Type of Insurance
Vehicle Liability

Insurance Expiration Date
09/01/2016

SERVICE AREA DATA

County of Service	Date Certificate of Public Convenience and Necessity Expires
Palm Beach - Admirals Cove	01/01/1901
Palm Beach - BallenIsles Community Associatio	01/01/1901
Palm Beach - Delaire Country Club	01/01/1901
Palm Beach - Frenchman's Creek	01/01/1901
Palm Beach - Mirasol Country Club	01/01/1901

VEHICLE DATA

Permit #	Type	Sub-Type	Make	Model	Year	License Status	Issue Date	Vehicle Identifier	Permit Fee
19924	ALS	N	FORD	FLEX	2013	Clear	05/16/2016	2FMGK5B85DBD05356	25.00
19925	ALS	N	JEEP	COMPASS	2015	Clear	05/16/2016	1C4NJCBA4FD372985	25.00
19926	ALS	N	JEEP	COMPASS	2015	Clear	05/16/2016	1C4NJCBB6FD178421	25.00
19927	ALS	N	JEEP	COMPASS	2015	Clear	05/17/2016	1C4NJCBB9FD335780	25.00
19928	ALS	N	FORD	ESCAPE	2014	Clear	05/17/2016	1FMCUDGX2EUC10020	25.00

Count of vehicles with status of "Issued"

Total	BLS	ALS (Transport)	ALS (Non-Transport)	AIR
5	0	0	5	0

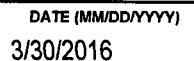
Attachment # 1
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ELITE PROTECTION SERVICES
PERSONNEL ROSTER

Alma, Anthony	526187	12/1/2016
Ballard, Eric	508286	12/1/2016
Berete, Frankie	522292	12/1/2016
Capobianco, Joe	510857	12/1/2016
Christmas, Richard	4273	12/1/2016
Criag, Donnie	7373	12/1/2016
Croke, John	75274	12/1/2016
Crouse, Daniel	5163901	12/1/2016
Dooley, Chris	519139	12/1/2016
Ensinger, Steve	200106	12/1/2016
Hart, Jon	921	12/1/2016
Holloman, Norwood	528794	12/1/2016
James, Cole	511057	12/1/2016
Jones, Robert	60426	12/1/2016
Keating, Mark	15932	12/1/2016
LaPierre, JP	521512	12/1/2016
Lichty, Todd	13551	12/1/2016
Lewis, Kurt	501000	12/1/2016
Linhares, Peter	504416	12/1/2016
Lord, Scott	16023	12/1/2016
Martin, Lulian	506441	12/1/2016
Mattson, Tylor	55989	12/1/2016
Monde, JD	525822	12/1/2016
Nevad, James	518913	12/1/2016
Olsen, Robert	201585	12/1/2016
Padellan, Moe	75896	12/1/2016
Pierce, Clint	14795	12/1/2016
Pradines, Ray	14949	12/1/2016
Prince, Alden	14067	12/1/2016
Ramirez, Anthony	523907	12/1/2016
Rollins, Noel	510791	12/1/2016
Salcedo, Dave	571698	12/1/2016
Simpson, David	516673	12/1/2016
Smith, Michelle	19748	12/1/2016
Tilles, Daniel	13148	12/1/2016
Turrel, David	506210	12/1/2016
Watt, James	515927	12/1/2016
Weihs, Matt	520362	12/1/2016
Whitmore, Chris	518139	12/1/2016
Witten, Matt	515544	12/1/2016
Wright, Orville	17359	12/1/2016

Attachment #4 – Fee Schedule

Since we are a Non-Transport Special Secondary Service Provider contracted to communities, we do not charge fees.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/30/2016

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 Wood Gutmann & Bogart 15901 Red Hill Ave., Suite 100 License #0679263 Tustin CA 92780	CONTACT NAME: Universal Certificates PHONE (A/C, No, Ext): 714-824-8300 E-MAIL ADDRESS: UniversalCerts@wgbib.com FAX (A/C, No): 714-573-1770
INSURER(S) AFFORDING COVERAGE	
INSURER A : LEXINGTON INS CO	NAIC # 19437
INSURER B : PHILADELPHIA IND INS CO	18058
INSURER C : UNITED STATES FIRE INS CO	21113
INSURER D : XL SPECIALTY INS CO	37885
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: 2133778175 REVISION NUMBER:
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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	059332010	9/1/2015	9/1/2016	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$Included GENERAL AGGREGATE \$12,000,000 PRODUCTS - COMP/OP AGG \$Included E&O coverage Limit \$Incl in GL Agg
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	PHPK1387275	9/1/2015	9/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			5821041528	9/1/2015	9/1/2016	EACH OCCURRENCE \$35,000,000 AGGREGATE \$35,000,000 \$
D	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 <input type="checkbox"/> N/A	Y	RWE5000471 (CA/OH) RWD3000869 (AOS DED.) RWR3000870 (WI RETRO)	7/1/2015 7/1/2015 7/1/2015	7/1/2016 7/1/2016 7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder(s) is/are named as additional insured per the attached endorsements as required by written contract subject to the terms & conditions of the policy:
Attached Endorsements are:
GL Additional Insured Form #LEXDOC021 LX0404, includes Primary non-contributory
GL Completed Operations Form #LEXDOC021 LX0404
See Attached...

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners 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
--	---

CONTRACT

MEDICAL DIRECTOR

This contract for the SERVICES of MEDICAL DIRECTOR dated this 1st day of January, 2016 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, 2016, through December 31, 2016, 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 (\$31,000.00) 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

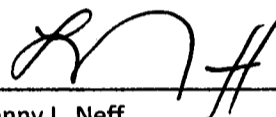
DR. JOHN HALPERN, D.O.
7515 Banyan Way
Tamarac, Florida 33321

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 12/22/15



Lenny L. Neff
Regional Director of Operations
Date 12/22/15

AC#6960977

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
02/23/2016	OS 6052	54051

The **OSTEOPATHIC PHYSICIAN**
named below has met all requirements of
the laws and rules of the state of Florida.

Expiration Date: **MARCH 31, 2018**

JOHN IRVING HOWARD HALPERN
13001 SOUTHERN BOULEVARD
LOXAHATCHEE, FL 33470

QUALIFICATION(S):
DISPENSING PRACTITIONER



Rick Scott
GOVERNOR



John H. Armstrong, MD, FACS
STATE SURGEON GENERAL

DISPLAY IF REQUIRED BY LAW

DEA REGISTRATION NUMBER BH5641091			THIS REGISTRATION EXPIRES 10-31-2018		FEE PAID \$731
SCHEDULES 2,2N,3 3N,4,5		BUSINESS ACTIVITY PRACTITIONER		DATE ISSUED 09-25-2015	
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)

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE UNITED STATES DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION WASHINGTON, D.C. 20537					
DEA REGISTRATION NUMBER BH5641091		THIS REGISTRATION EXPIRES 10-31-2018		FEE PAID \$731	
SCHEDULES 2,2N,3 3N,4,5		BUSINESS ACTIVITY PRACTITIONER		DATE ISSUED 09-25-2015	
HALPERN, JOHN H DO 5840 CORPORATE WAY SUITE 102 WEST PALM BEACH, FL 33407					

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.

February 10, 2016

Re: Trauma Transport Protocols

This letter is to affirm that we are a Non-Transport Special Secondary ALS Community Service Provider serving within Palm Beach County, FL., and do not transport trauma or medical patients. We do follow the most recent standard Medical Protocols that have been approved by the Medical Directors of the P.B.C. EMS Council, the State of Florida and the Health Care District of P.B. C. It is also our company's intention to continue to use standard protocols throughout the future.

Sincerely,

John Halpern D.O.F.A.C.E.P.
Medical Director



Ray Pradines
Director of EMS



Attachment # 1

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Attachment #8

To Whom It May Concern:

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

Attachment #9

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. 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 clients; thus resulting in no expense to us, and no need for an EMS budget.

Attachment # 1

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

FCC 601-LM
August 2007

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: BALLENISLE COMMUNITY ASSOC INC.

ATTN: ROBERT DAVIS
BALLENISLE COMMUNITY ASSOC INC.
330 BALLENISLE 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): 001705824

Grant Date 12-27-2007	Effective Date 09-27-2013	Expiration Date 12-27-2017	Print Date 09-27-2013
--------------------------	------------------------------	-------------------------------	--------------------------

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): 080-45.9 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 to use 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

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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

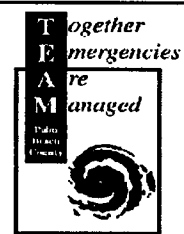
Loc. 9 Area of operation
Land Mobile Control Station meeting the 6.1 Meter Rule: PALM BEACH county, FL

Antennas											
Loc No.	Ant No.	Frequency (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	FB2	2		7K60FXW	20.000	37.000			
4	1	000464.66250000	FB2			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



Palm Beach County
Emergency Medical Services
COPCN Application

The Polo Club, 5400 Champion Blvd, Boca Raton, FL



Agency Name	Universal Protection Service, LLC		
	Received By	Lynette Schurter	
General Fund 0001-660-7175-2900			
Payment Received	Date	6/10/16	
	Check Number	309885	
	Amount	\$500.00	

Attachment # 1

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Universal Protection Service, LLC

PO Box 38607
Charlotte, North Carolina 28236
704-334-4751

JPMorgan Chase Bank, N.A.
Sacramento, CA

90-7162/3222

ACCOUNTS PAYABLE

Check Number

309885

Date

06/08/16

Pay

Five Hundred DOLLARS and NO CENTS

Pay to the
order of

**Palm Beach County Board of County Commissioner:
20 South Military Trail
West Palm Beach, FL 33415**

*******500.00**

UNIVERSAL PROTECTION SERVICE, LLC

Brian C. Cocolini

AUTHORIZED SIGNATURE

⑈309885⑈ 15322271627⑈

113310850⑈

Attachment # 1
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CONTRACT ROUTING SHEET		
<i>Before routing, all contracts must be reviewed by the Salesperson and Branch Manager, and this routing sheet must be signed by the appropriate Regional V.P. of Operations. This routing sheet should be used for any new contract or renewal of an existing contract.</i>		
NEW CONTRACT <input checked="" type="checkbox"/> CONTRACT RENEWAL <input type="checkbox"/> AMENDMENT <input type="checkbox"/>		
Name of Property: Polo Club Boca Raton		
Address of Property: 5400 Champion Blvd. Boca Raton, FL33496		
Property Manager: Greg Smith		Contact Person: Greg Smith
Email Address: gregs@poloclub.net	Branch Office: West Palm Beach	Division: A
Date Submitted for Review: 5/26/16		Date Needed: 5/28/16
Type of Account/Market: Gated Community		HPW: 1169 additional seasonal annual hours 500
Contract Start Date: 7/1/16	Term: Five year	Expiration Date: 6/30/21
Payment Terms: Net 30		Mandatory Bid: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Termination Right: 60 day written notice		Pricing Exhibit Attached: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
ACF Attached: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Certificate of Insurance Requested? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
ACF Submitted to billing: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
Required Action: Select One	Date Accomplished:	Signature:
Initial Review and approval by Sales Manager	5/27/16	
Scope of Work review and approval by Branch Manager	5/27/16	
Scope of Work review and approval by Regional V.P.	5/27/16	
Final review and signature by President		
Corporate Admin return contract documents as noted.		
Salesperson/Client return to Corporate copy of fully executed contract for file.	5/27/16	
Comments or additional information about contract for reviewers: We must Honor our Billing: Officers name and hours worked must be on the invoice.		
Please send a copy of this completed routing sheet via email to the Contact Person and the executed contract to the Branch Office noted unless otherwise specified.		

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ACCOUNT SET-UP FORM

☒ New Account ☐ Change to Existing Account ☐ Special Account ☐ Account Termination

Customer #: _____ Job #: _____ Start/Effective Date: 7/1/2016 Branch: West Palm Beach Div: A
Contract Start Date: 7/1/2016 Contract End Date: 6/30/2021 Contract Attached ☐

CUSTOMER INFORMATION:

Customer Name: The Polo Club of Boca Raton Owner: _____ Manager: Greg Smith Both: _____
Property Mgmt Name: _____
Billing Address: 5400 Champion Blvd.
City: Boca Raton State: FL Zip: 33496
Accounts Payable Rep Name: _____ Title: _____ Phone: (____) ____-____ x____
Accounts Payable Email: _____ Fax: (____) ____-____ x____
Payment Terms Net 30
Client related to another job? If so which client? N/A
Who did Universal Protection Service replace? G4S

JOB INFORMATION:

Job Name: The Polo Club of Boca Raton
Job Address: 5840 Champion Blvd.
City: Boca Raton County: Palm Beach State: FL Zip: 33496
Client Rep Name: _____ Title: _____ Phone: (____) ____-____ x____
Client Rep Email: _____ Fax: (____) ____-____ x____
Total Weekly Account Hours: 1169 additional seasonal hours annually of 500 hours

MARKET SEGMENT:

☐ Industrial ☐ High Rise/Office ☐ Government ☐ Hotel ☐ Patrol ☐ Retail
☐ Hospital ☒ Gated Community ☐ Construction ☐ Retail ☐ Other: _____

GUARD SERVICE BILLING RATES:

Pav Rate	Regular Bill Rate	OT Bill Rate	HOL Bill Rate	Guard Classification	MarkUp %
_____	_____	_____	_____	Director Security	<u>1.487%</u>
_____	_____	_____	_____	MAJOR	<u>1.487%</u>
_____	_____	_____	_____	PARAMEDIC	<u>1.487%</u>
_____	_____	_____	_____	LT	<u>1.487%</u>
_____	_____	_____	_____	ELITE SECURITY Professional	<u>1.487%</u>
_____	_____	_____	_____	TRAFFIC Enforcement OFFICER	<u>1.487%</u>
_____	_____	_____	_____	Security Professional	____%
_____	_____	_____	_____	Security Professional	____%
_____	_____	_____	_____	Security Professional	____%
_____	_____	_____	_____	Security Professional	____%
_____	_____	_____	_____	Security Professional	____%

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Holiday Rate = 1.5x Bill Rate? ☒ Yes ☐ No List Holidays: _____

Flat Monthly Amount: \$ _____ Patrol: \$ _____

Sales Tax (Where Applicable) Tax Rate: 6% Tax Exempt Number (If Applicable) _____

Transition Bonus ☐ Specify Bonus Amount: \$ _____

OTHER BILLED EQUIPMENT AND SERVICES:

	QTY.	AMT BILLED	FREQ		QTY.	AMT BILLED	FREQ
Autos	<u>3</u>	<u>\$5 ea notes</u>	<u>Monthly</u>	Radios	_____	<u>\$201.00</u>	<u>Monthly</u>
Golf Cart	<u>3 ea</u>	<u>\$975.00</u>	<u>Monthly</u>	Standard Phone	_____	\$ _____	_____
Fuel	_____	\$ _____	_____	Smartphone (email/data)	_____	\$ _____	_____
Maintenance	_____	\$ _____	_____	Detex	_____	\$ _____	_____
Uniforms	_____	\$ _____	_____	Cyclop	<u>3</u>	<u>\$100.00</u>	<u>monthly</u>
Patrol Live	_____	\$ _____	_____		_____	\$ _____	_____

BILLING BACKUP:

Sub-Total by: ☐ Bill Rate(Default) ☐ Employee ☐ Day

BILLING FREQUENCY:

☐ Weekly ☐ Bi-Weekly ☒ Flat Monthly ☐ Monthly Batched ☐ Calendar

VACATIONS: All vacation time is paid at employee's current pay rate. (Vacation Option Must Be Selected)

- ☒ OPTION 1: Built Into Bill Rate at \$6%/hour ☒ 1 week ☐ 2 weeks ☒ Other: Depends on tenure or officer
☐ OPTION 2: Billed as Incurred ☐ 1 week ☐ 2 weeks ☐ Other: _____
☐ OPTION 3: 1st Week Built Into Bill Rate, subsequent Billed as Incurred ☐ 2 weeks ☐ 3 weeks+
☐ OPTION 4: Standard Anniversary Bonus \$200

SICK TIME: All sick time is paid at employee's current pay rate. ☐ None/not-applicable

- ☒ OPTION 1: Built Into Bill Rate at \$6%/hour # Days/Year: 3 Waiting Period to Take: _____
☐ OPTION 2: Billed as Incurred # Days/Year: _____ Waiting Period to Take: _____

BEREAVEMENT: All bereavement time is paid at employee's current pay rate. ☒ None/not-applicable

- ☐ OPTION 1: Built Into Bill Rate at \$ _____/hour # Days/Year: _____ Waiting Period to Take: _____
☐ OPTION 2: Billed as Incurred # Days/Year: _____ Waiting Period to Take: _____

MEDICAL INSURANCE:

- ☒ OPTION 1: Built Into Bill Rate at \$,70/hour ☐ Universal Portion Only ☐ Universal + Employee Portion
☐ OPTION 2: Billed as Incurred ☐ Billing Amount: \$ _____ ☐ Billing Percentage %: _____
☐ Universal Portion Only ☐ Universal + Employee Portion
☐ OPTION 3: Standard Universal Medical
Waiting Period: ☐ Standard 12-months ☐ 90 days ☐ Grandfathered – 1st of month after account start-up

Attachment # 1

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DENTAL INSURANCE:

- ☐ OPTION 1: Built Into Bill Rate at \$____/hour ☒ 100% of Employee Cost
- ☐ OPTION 2: Billed as Incurred ☐ 100% of Employee Cost
- ☐ OPTION 3: Employee Cost

Waiting Period: ☐ Standard 12-months ☐ 90 days ☐ Grandfathered – 1st of month after account start-up

VISION INSURANCE:

- ☐ OPTION 1: Built Into Bill Rate at \$____/hour ☒ 100% of Employee Cost
- ☐ OPTION 2: Billed as Incurred ☐ 100% of Employee Cost
- ☐ OPTION 3: Employee Cost

Waiting Period: ☐ Standard 12-months ☐ 90 days ☐ Grandfathered – 1st of month after account start-up

UNION INFORMATION:

- ☒ Non-Union ☐ SOULA Tier 1A ☐ SOULA Tier 1B ☐ SOULA Tier 2 ☐ 24/7 SF ☐ 24/7 East Bay-1
- ☐ 24/7 East Bay-2 ☐ SEIU 1877 ☐ SOA

VALUE ADDED SERVICES – BILLING INFORMATION:

- | | | | |
|--|----------------|------------|-------------------|
| <input type="checkbox"/> Floor Warden Training | \$_____ | Qty: _____ | How Billed: _____ |
| <input type="checkbox"/> Fire Drills | \$_____ | Qty: _____ | How Billed: _____ |
| <input type="checkbox"/> Earthquake Training | \$_____ | Qty: _____ | How Billed: _____ |
| <input type="checkbox"/> Online F/L/S | \$_____/Mo | Qty: _____ | How Billed: _____ |
| <input type="checkbox"/> CPR/First Aid | \$_____/Person | Qty: _____ | How Billed: _____ |
| <input type="checkbox"/> Other _____ | \$_____ | Qty: _____ | How Billed: _____ |
| <input type="checkbox"/> Other _____ | \$_____ | Qty: _____ | How Billed: _____ |

REQUIRED DOCUMENTS:

- ☒ Service Contract _____ ☒ Cost Sheet/Budget _____
- ☒ Certificate of Insurance (LIST SPECIFIC BELOW) ☐ Schedule (from Ops) _____

SPECIAL INSTRUCTIONS:

Uniforms: ☒ Hard Profile ☐ Soft Profile ☐ Color: _____ ☐ Tie: _____

Special Training Requirements: _____

Scheduling /Timekeeping: ☒ Branch ☐ Self-Scheduling Account

☐ Existing Computer w/Internet available for S/P use If not, is existing Internet connection available? ☒ Yes ☐ No

☐ Dashboard Reporting

☐ Website Portal Requirements (e.g: Ariba) If yes, specify \$_____

☐ Client Portal Requirements If yes, specify \$_____

☐ Special Deliverables (e.g: Body Armor) If yes, specify \$_____

☐ Special Testing (e.g. TB Test, Background Check) If yes, specify \$_____

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COMMENTS/ADDITIONAL INFORMATION/COI SPECIFICS:

Normal seven holidays: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Veteran's Day
HONOR OUR BILLING:

Officers NAME and HOURS worked must be on the invoice to receive payment

Vehicles to be billed is as follows:

Ford Flex (Paramedic) \$_____ per month

Edge SE 2.0L \$_____ per month

Jeep Wrangler 4x4 \$_____ per month

Additional Equipment to be billed is as follows:

Physio Control \$_____ per month

Medical Director Fee \$_____ per month

Important

Email all New Accounts to newaccounts@universalpro.com

Email Account Changes to your Designated Billing Specialist

SIGNATURES/APPROVALS:

Salesperson (Print): Tara DeSalvo Sales Signature: _____

Reg/VP Sales (Print): Colin Burns Reg/VP Sales Signature: _____

RVP-Branch/Region (Print): _____ RVP (Branch/Region) Signature: _____

Date to Customer File: _____

For Corporate Use Only

Copy to Accounting - Billing ☐ Payroll ☐

Processed by: _____

Company Confidential

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Attachment # 1

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Processed by: _____

Copy to Human Resources Benefits Department - ☐ (Benefits, Vacation, Sick days, etc.)

Processed by: _____

Note: Attach list of employees affected by an account change in benefits (if applicable).



UNIVERSAL PROTECTION SERVICE

Corporate Office:
1551 North Tustin Avenue, Suite 650
Santa Ana, California 92705
Telephone (714) 619-9700
Fax: (714) 619-9701

SECURITY SERVICE AGREEMENT

This Security Services Agreement (hereinafter the "Agreement") is entered into between Universal Protection Service, LLC (hereinafter "Universal") and The Polo Club of Boca Raton Property owners Association, INC. (hereinafter "Client"), whose billing address is 5400 Champion Blvd, Boca Raton, FL 33496 (hereinafter "Client") on July 1 2016 ("Effective Date"). Universal and Client shall hereinafter collectively be referred to as the "parties" and each as the "party." The parties agree as follows:

1. SERVICES.

Universal and Client hereby agree that Universal shall furnish the number of specified uniformed security officers and/or patrol services at the location, and on the days and times specified in Exhibit "A" attached hereto and in accordance with mutually agreed Post Orders.

a. Security officer services shall be provided in accordance with Post Orders that are mutually agreed upon between the parties. Should any conflict arise between the terms of any other document and this Agreement, this Agreement shall control.

b. The term of this Agreement is for five (5) years. This Agreement shall automatically renew for a term of one year under the same terms and conditions, unless modified or terminated by the parties with written notice, pursuant to Section 22.

2. SERVICE RATES & PAYMENTS.

a. Billing rates are set forth in Exhibit "B." Invoices are due and payable upon receipt and become delinquent thirty (30) days after receipt. Billing rates shall automatically be increased by the lesser of three percent (3%) or the increase in the Consumer Price Index (CPI) for the year in question. The CPI to be used for purposes of the agreement is published monthly by the Bureau of Labor Statistics of the US Department of Labor covering all urban wage earners and clerical workers, referred to as CPI-W, and is to be based 1982-1984 = 100, or a later mutually agreed to relevant index of the CPI-W ceases to exist. The specific CPI to be applied is the "All Cities" average covering the difference in the CPI between the month in which the Agreement is executed and the anniversary of that month in each subsequent year.

b. Client agrees to pay all invoices in the full amount without offset of any kind or nature unless there is a good faith dispute concerning the rate or quantity of charges, in which event Client agrees to pay the undisputed amount and to notify Universal as to the reason for the dispute and the value thereof.

c. Should Client not make payment in full within the time stated in subparagraph (a) above, then Client shall pay Universal a late charge of one and one-half percent (1.5%) per month on such overdue amount, including prior late charges, until paid in full. Late charges will not be applied to unpaid amounts in dispute in good faith.

3. INDEPENDENT CONTRACTOR / EMPLOYER.

a. Universal agrees to perform the services described in this Agreement as an independent contractor and not as an employee, agent, or associate of Client. Universal shall hire all security officer personnel and shall be responsible for the payment of all wages, appropriate expenses, and customary taxes and insurance.

b. Universal specifically indemnifies Client from and against all claims for wages and any other expenses which may be claimed by any employee of contractor.

c. All security officers shall be under the direction and control of Universal. Universal shall have the right to assign such security officers as it sees fit. Universal may change security officers in its sole and absolute discretion. Upon request by Client, Universal shall reassign its employees as long as such request does not violate any applicable state or federal law as solely determined by Universal.

d. Client and Universal management will work together to determine the assignment of duties in general scope and client has the ability to direct Universal on the priority of assignments.

e. Universal shall provide its security officers with all necessary uniforms, badges and equipment. Non-standard uniforms or equipment required by Client will be provided as agreed upon and at a cost as mutually agreed upon in writing.

f. All security officers shall be employees of Universal or subcontractors to Universal and shall not be deemed to be employees of Client.

4. CLIENT VEHICLES.

If Client requires Universal personnel to use any vehicle or operate any equipment during the course of security officer duties, other than the security officer's own personal vehicle or a vehicle provided by Universal, Client agrees to maintain comprehensive fire, theft, collision, and liability insurance on such vehicles, which insurance covering such vehicles is primary and non-contributory.

5. NON-SOLICITATION.

Client acknowledges that in preparing to perform under this Agreement, Universal will incur substantial costs and expenses relating to recruiting, screening, testing, hiring, training, and supervising personnel assigned to Client's location(s). Except as otherwise prohibited by applicable law, Client therefore agrees that, while this Agreement is in effect and for one (1) year thereafter, Client will not hire for its own employment any Universal employee engaged in security services pursuant to this Agreement. In the event of a breach by Client of this section the parties agree that damages which may result for violation of this section are difficult to ascertain, and accordingly, Client agrees to pay \$5,000.00 to Universal for each and every individual employed in violation of this section as liquidated damages, and not as a penalty. The liquidated damages received by Universal pursuant to this section are in addition to any other rights or remedies Universal has under this Agreement.

6. LOSS OF KEYS.

If Client entrusts Universal with keys to its facilities or equipment, Universal will be responsible for such keys only when they are in the custody of a Universal employee. Should keys be lost by other than theft while in the custody of Universal, Universal agrees to replace all such keys and related locks at the cost of replacement, including labor, not to exceed one thousand five hundred dollars (\$1,500.00).

7. NO WARRANTY.

Client recognizes that Universal is not an insurer of property or persons and makes no warranty, express or implied, that the services provided will prevent loss, damage or injury to Client's guests, invitees, employees or property or from the injury or death of any person whomsoever or the consequences therefrom.

8. INSPECTION AND ACCEPTANCE.

Acceptance of the Products identified in this Agreement will occur (i) for Products installed by Universal, on completion to the satisfaction of Client as evidenced by an acceptance certificate signed by Client; (ii) for Products not installed by Universal, on the fifteenth (15th) day following receipt of the Products by Client, unless Universal is notified in writing within this period that, in Client's sole judgment, the Products do not conform to the description contained in the Agreement; or (iii) for perishable Products, upon inspection of the Products at the time of delivery.

9. PAYMENT TERMS.

Payment will be made net thirty (30) days following acceptance of the Products and receipt by Client of a correct invoice from Universal.

10. WARRANTIES.

PRODUCTS: Universal represents and warrants that (i) the Products fully conform to the description contained in the Agreement; (ii) the Products shall be free from defects in workmanship and material; and (iii) it has good title to the

Products, free and clear of all liens and encumbrances. Except for perishable Products, the warranties shall remain in effect for a period of one (1) year from acceptance of the Products.

SERVICES: Services will be performed in a workmanlike and professional manner by employees or subcontractors of Universal having a level of skill commensurate with the requirements of the scope of work described in the Agreement. These warranties shall remain in effect for a period of one (1) year from acceptance of the Services by Client. In addition to such other rights and remedies that Client may have hereunder, Universal shall promptly and without additional charge re-perform the Services or any part thereof which fails to conform to Client's descriptions.

Except as expressly set forth herein, there are no other warranties, express or implied. Universal shall not be liable for incidental or consequential damages.

CHANGES: Client shall have the right at any time, in writing to make changes to the Products and Services, and in the time of delivery. If any such changes cause an increase or decrease in the Agreement price, an equitable adjustment shall be made and the Agreement shall be amended accordingly.

DEFAULT: If either party defaults in any of its obligations hereunder, and fails to cure the default within ten (10) days after receipt of written notice of the default, the non-defaulting party, by written notice, may terminate the Agreement forthwith with impunity. If the defaulting party is Universal, and Universal has received advance payments, Universal shall reimburse Client a percentage of the advance payments, the reimbursement reflecting the percentage of work not performed as of the termination date, and be reimbursed the excess cost incurred by the non-defaulting party in purchasing like Products and Services from another contractor. In addition, the non-defaulting may pursue all remedies available in law and equity.

11. FORCE MAJEURE.

If either party shall be unable to perform its obligations hereunder due to strikes, fire, flood, or other causes beyond its reasonable control, the party who has been so affected shall immediately give notice to the other party and shall do everything reasonably possible to resume performance. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the Force Majeure event, the party whose ability to perform has not been so affected may give written notice to the other party terminating the Agreement forthwith. In such event, Universal shall be paid a percentage of the Agreement price reflecting the percentage of work performed prior to the notice of termination; if Universal has received advance payments, Universal shall reimburse Client a percentage of the advance payments, the reimbursement reflecting the percentage of work not performed as of the termination date.

In the event the Agreement is not terminated as aforesaid, the delivery dates for the Products and Services shall be extended by a number of days commensurate with the number of days the Force Majeure event remained in effect, and the Agreement shall be amended accordingly.

The obligations of Universal hereunder may be suspended and Universal shall not be liable to Client, its officers, employees, agents, guests, invitees, or any third party during any period where performance is prevented by Acts of God, active shooter incident, pandemic outbreak, flood, earthquake, windstorm, governmental embargo, quarantine, strike, riot, war or other military action, civil disorder, acts of terrorism, rebellion or revolution, hostile fire, sabotage, governmental seizure, civil or labor disturbances, or events beyond Universal's reasonable economic control.

12. WAIVER.

The waiver by either party of any provision of this Agreement shall require the written consent of the other party, and no waiver in any instance shall be construed as a waiver of the same or similar instance thereafter occurring.

13. ASSIGNMENT.

Neither party shall assign this Agreement without the written consent of the other. Absent such consent any assignment shall be null and void and of no force or effect.

14. INDEMNITY.

Each party will indemnify and hold the other party, its employees, officers, directors, and agents, harmless from and against any claim, demand, loss, damage or expense (i) related to bodily injury, death of any person or damage to property resulting from the negligent or willful acts or omissions of the indemnifying party; (ii) resulting from any claim that any deliverable or other materials delivered under the Agreement or use thereof by the indemnified party infringes any copyright, trade secret or other property right of any third party; (iii) resulting from any claim that the other party is not an independent contractor; (iv) due and owing to the IRS, including, but not limited to, social security, income tax or other tax; (v) arising out of or relating to the services performed by the indemnifying party or any breach of the terms of this Agreement. Each indemnified party shall give prompt notice to the indemnifying party of such

claim, demand or action and shall, to the extent the indemnified party is not adversely affected, cooperate fully with the indemnifying party in defense of said claim, demand or action.

15. INSURANCE.

Unless having otherwise agreed to in writing by both parties, insurance requirements to be provided by Universal shall be as follows:

Current Certificate of Insurance for the period of the term of the Agreement with general liability coverage with limits of \$1,000,000/\$2,000,000 per occurrence. The Polo Club of Boca Raton shall be named as an additional insured.

Evidence of Workers Compensation Coverage: If a subcontractor is exempted from Workers Compensation insurance, a copy of the Certificate of Exemption, Form 204 (construction industry) or BCM 207 (for all others) must be obtained. The Department of Labor - Workers Compensation Division and Compliance - must stamp the Certificate.

Certificate of Insurance for automobile coverage, including bodily injury limits of at least \$500,000/\$500,000 and property damage of at least \$500,000.

16. SEVERABILITY.

Any invalidity, in whole or in part, of this Agreement shall not affect the validity of any other of its provisions.

17. ARBITRATION.

In the event of a dispute over the interpretation, application or performance of a provision of this Agreement, the parties shall resolve such dispute in accordance with the following procedure: If the parties fail to resolve the dispute within fifteen (15) days after written notice from one of the parties to the other that a dispute exists, the matter shall be submitted to the American Arbitration Association (AAA) for the selection of an impartial arbitrator to decide the dispute under the then existing Commercial Arbitration Rules of the AAA.

The arbitration hearing shall be conducted before a single arbitrator who shall be an attorney licensed to practice law in the State of Florida. The arbitration hearing shall be held in Palm Beach County in the State of Florida. The governing substantive law shall be the law of the State of Florida. The arbitration shall be conducted in the English language and all documents entered into evidence shall be in the English language.

The decision and award of the arbitrator shall be final and binding on the parties and not subject to appeal.

The arbitrator's award, if any, shall be promptly complied with by the losing party. If the losing party fails to comply with the award within thirty (30) days after the award is issued, the prevailing party may enforce the award in a court of competent jurisdiction, the losing party to reimburse the prevailing party for its expenses, including reasonable legal fees, incurred by it in the court proceeding.

In construing the Agreement between the parties, the arbitrator may not alter, amend or change any of the provisions of the Agreement.

Costs of the arbitration shall be split evenly between the parties, except that the arbitrator shall be permitted, in his/her discretion, to award reasonable attorney's fees to the prevailing party.

18. RENEWAL.

If this Agreement contains an automatic renewal clause, the Agreement will be renewed for successive periods of one (1) year unless, not less than sixty (60) days prior to the expiration of the then current term, either party gives written notice to the other party that the Agreement will terminate at the expiration of the then current term.

19. DAYS.

Except if expressly indicated otherwise in this Agreement, reference to "days" shall mean "calendar days."

20. CONFLICT.

In the event of a conflict between the basic Agreement and the Exhibits annexed thereto, the basic Agreement shall control.

21. COMPLIANCE WITH LAWS.

Universal represents that, in performing this Agreement, it has complied with all applicable federal, state and local laws, ordinances, rules and regulations, and that the Products and Services furnished by Universal shall comply with all such requirements.

22. TERMINATION.

This Agreement may be terminated at any time by either party, without cause, by giving sixty (60) days written Notice to the other party. In the event of a material breach of any term or provision of this Agreement at any time during the term of

this Agreement, either party shall give thirty (30) days written notice to the other party with an opportunity to cure any defect or default, otherwise the noticing party may terminate this Agreement without penalty, except only ten (10) days written notice and time to cure is required in the event of untimely or non-payment by Client.

23. NO THIRD PARTY RIGHTS.

Nothing in this Agreement is intended to confer any rights or remedies on anyone other than the parties to the Agreement and their respective successors, representatives and assigns.

24. WAIVER.

The waiver by one party of the performance of any covenant, condition or promise hereunder shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or identical act required to be performed at a later time. The exercise of any remedy shall not exclude any other consistent remedy.

25. INVALIDITY OF PROVISIONS.

The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other provision of this Agreement.

26. ENTIRE AGREEMENT.

This Agreement and its Exhibits set forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersedes all prior and contemporaneous negotiations, promises, covenants, agreements, representations, arrangements, undertakings and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made which is not embodied in this Agreement. None of the parties shall be bound by or liable for any alleged representation, promise, inducement or statement not set forth herein.

27. REPRESENTATIVE CAPACITY.

Each party who signs this Agreement in a representative capacity represents and warrants that he or she is authorized to execute the Agreement on behalf of the person or entity on whose behalf his or her signature is affixed.

28. GOVERNING LAW.

This Agreement shall be governed by the State in which Client's property is located.

29. INTERPRETATION OF AGREEMENT.

The language of this Agreement shall in all cases be interpreted as a whole, according to its fair meaning, and not strictly for or against any of the parties, regardless of which is the drafter of this Agreement.

30. BINDING NATURE OF PROVISIONS.

All the terms, agreements, covenants, representations, warranties and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties hereto and their respective successors and assigns, if any.

31. AMENDMENT/MODIFICATION.

This Agreement may only be amended, modified, superseded or canceled in writing executed by each of the parties. Scope of services set forth in this Agreement, exhibits, and attached Post Orders shall not be amended or modified unless in writing by the parties.

32. ATTORNEY FEES.

In the event any legal action or proceeding is necessary or appropriate to enforce or construe any provision of this Agreement, or to seek relief for the breach thereof, the prevailing party in such action or proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred.

33. NOTICES.

All notices required to be given hereunder shall be in writing, hand-delivered, or sent by U.S. certified or registered mail, return receipt requested, postage prepaid, to the parties addresses hereinabove set forth. In lieu of the foregoing, notices may be sent by fax to the fax number hereinabove set forth, confirmed by a letter sent by U.S. mail, postage prepaid. All Notices required from one party to the other hereunder shall be sent by certified or registered mail as follows:

Notice to Client shall be sent to:

Notice to Universal shall be sent to:

Attn: Regional President
10735 David Taylor Drive, Suite 560
Charlotte, NC 28282

980.267.3690
Rob.Ryan@universalpro.com

With a Copy to:
Universal Protection Service
1551 North Tustin Avenue, Suite 650
Santa Ana, California 92705
Attn: Legal Department

34. COMPLIANCE WITH LAW.

Universal shall, at its own cost and expense, comply with all applicable federal, state, and local statutes, rules and regulations applicable to providing the services herein.

a. Client shall, at its own cost and expense, comply in full with all applicable federal, state, and local statutes, laws, ordinances, rules regulations, orders, licenses, permits or fees ("Governmental Regulations") applicable to its operations and its performance under this Agreement, including without limitation, (i) Environmental Laws, (ii) laws relating to accessibility by and accommodation of handicapped persons, and (iii) laws relating to discrimination of any type of manner. Client shall notify Universal in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public agency or the commencement of any judicial or administrative litigation, or arbitration proceedings with respect to Universal's operations at the property and/or performance under this Agreement. The foregoing shall include, but not be limited to, all applicable health, safety, and labor standards.

b. Where required by law, security guards working hereunder shall be registered with the applicable State licensing authority, provided that new security guards who have completed hiring requirements, including fingerprinting, background investigation, drug screen and criminal checks, and who are awaiting receipt of their registration card or other credential from the State may commence duty where permitted by applicable law, and Client hereby consents thereto, including, with respect to guards working in the State of FL, and this Agreement constitutes Client's acknowledgement and waiver pursuant to said section.

35. ASSIGNMENT.

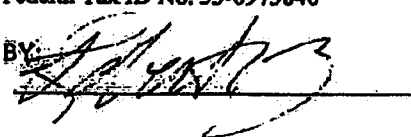
Neither Client nor Universal shall assign this Agreement or assign any rights arising under or allow the same to be assigned by operation of law or otherwise without the prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall bind and inure to the benefit of both Universal and Client and their respective heirs, executors, administrators, successors, and except as otherwise provided in the Agreement, their respective assigns.

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS AND A FACSIMILE OR ELECTRONIC COPY WILL HAVE THE SAME FORCE AND EFFECT AS THE ORIGINAL.

IN WITNESS HEREOF, parties have executed this contract as of the day, month and year indicated above.

Universal Protection Service, LLC

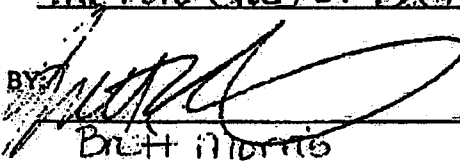
Federal Tax ID No. 33-0973846

BY: 

TITLE: President, Southeast Division

Client:

The Polo Club of Boca Raton RA, INC

BY: 
Brett Morris

TITLE: General Manager/COO

EXHIBIT "A"
to Agreement Between
Universal Protection Service
and

The Polo Club of Boca Raton Property owners Association, INC.

LOCATIONS FOR SECURITY SERVICES PROVIDED BY
UNIVERSAL PROTECTION SERVICE
5840 Corporate Way, West Palm Beach, FL 33407
561.478.9983
Jason.Turner@universalpro.com

<u>Location</u>	<u>Specify for each location:</u>	<u>Schedule of Coverage</u>	<u>Hours</u>
5400 Champion Blvd Boca Raton, FL 33496			61,288 Hours Annually
1. Security Professionals (Gates)	ARMED	Gate Coverage	1160 HPW
2. Traffic Patrol	ARMED		9 HPW
3. West Gate Coverage Seasonal November 15-April 15	ARMED	West Gate	400 hours Annually
4. Special Events	ARMED	Special Events	100 hours Annually
5.			
6.			
7.			

The location(s), day(s) and time(s) listed in this Exhibit "A" may not be altered by Client, unless mutually agreed upon in writing, and signed by the parties. Client acknowledges that Client alone has chosen the number of security officers and type of services, e.g., armed, unarmed, patrol, to be provided under the Agreement; that Universal has informed Client that additional security officers and/or services are available at an additional cost; and that Client has elected not to avail itself of additional security officers or services at this time.

EXHIBIT "B"
to Agreement Between
Universal Protection Service
and

The Polo Club of Boca Raton Property owners Association, INC.

BILLING RATES

The initial billing rates for services shall be as follows:

	HPW of coverage	Unarmed	Armed	Overtime
Director of Security	40	\$ per hour	per hour	\$ per hour
Major	40	\$ per hour	per hour	per hour
Paramedic	168	\$ per hour	per hour	per hour
LT	128	\$ per hour	per hour	per hour
Elite Security Professional	784	\$ per hour	per hour	per hour
Traffic Enforcement Officer	9	\$ per hour	per hour	per hour
Total HPW	1,169			

Monthly fees for equipment include the following:

- | | | | |
|-------------------------|----|------------------------|--|
| • Radios & Repeaters | \$ | • Edge SE 2.0L | |
| • Cycop (3) | \$ | • Jeep Wrangler4x4 | |
| • Golf Carts (3) | \$ | • Physio Control | |
| • Ford Flex (Paramedic) | | • Medical Director Fee | |

Total annual estimated price based on agreed upon security hours per week (HPW), equipment listed above and vehicles with 6% Florida sales tax is

Services shall start on July 1, 2016.

Universal shall invoice Client for services rendered on a weekly basis (or at such other time as mutually agreed in writing between the parties). Regular billing rates shall be used for all regularly scheduled work unless Client authorizes an overtime or special rate.

ADDITIONAL BILLING TERMS:

1. **EXTRA SERVICE REQUESTS.** Requests received with less than 48 hours' notice will be billed at the overtime rate for the first 48 hours of service.
2. Any and all fuel used by Universal vehicles onsite to perform the security duties of Client will be provided by Client. If Universal is required to go offsite to fuel any vehicles, Client will reimburse Universal for any out of pocket fuel expenses.
3. Universal to bill client a straight cost for any medical paramedic consumables used in the course of duty.
4. A labor strike or other emergency situation that creates a working environment for security officers that is more hazardous than the normal condition under this contract will be cause to negotiate a temporary billing rate for modified services.
5. Following the completion of the initial term of this Agreement, the parties may negotiate revised billing rates. At any time, should there be a change in state or federal minimum wage rate, workers' compensation rate, health insurance regulations, liability insurance rate, city, state or federal tax contribution by employers, or other imposed costs that are beyond the control of Universal and that have an adverse effect on the operating costs of Universal, Client and Universal agree to negotiate any adjustments to billing rates that will reimburse Universal for its added costs.
6. Client will be billed straight time for holidays, additional seasonal coverage and for club sponsored events.

Exhibit C
The Polo Club of Boca Raton POA, Inc.
Security Contractor's Specifications

Introduction

The Polo Club of Boca Raton POA, Inc. is responsible for obtaining and managing security services for **The Polo Club of Boca Raton**, a gated Country Club Community in Boca Raton, Florida. **The Polo Club of Boca Raton POA, Inc.** is seeking a qualified, experienced, licensed and insured Security Guard Service Contractor. The unique nature of customer and public services provided to **The Polo Club of Boca Raton, Inc.** requires a specific high level of attendant security service officers. The high level of security services required can only be assured by obtaining professional security services from a firm that has the same philosophy of customer service, can do attitude and attention to detail. Officers assigned to this post must be uniquely in tune with this philosophy. Substandard performance is not an option and will not be condoned.

Site Conditions

The contractor shall be responsible for verifying the scope of work necessary to provide the comprehensive effort, personnel and equipment necessary to ensure that all terms and conditions of this contract are fully implemented and continued throughout the term of the contract. The failure or neglect of the contractor to become familiar with **The Polo Club of Boca Raton POA, Inc.**'s requirements and environment shall in no way relieve the contractor from any obligations and responsibilities with respect to this contract and within the Scope of Services, equipment and all necessary personnel to fulfill this contract as outlined within.

Contractors Minimum Qualifications and Requirements

The contractor shall have provided similar type of services utilizing qualified personnel for the same type of environment within a similar size community as that of **The Polo Club of Boca Raton**. This service must be verifiable through a minimum of three (3) references furnished by the contractor.

Scope

The objective of this contract is to acquire an Armed Security Contractor for **The Polo Club of Boca Raton POA, Inc.**, twenty-four (24) hours each day, seven (7) days a week, three hundred sixty-five (365) days a year, including holidays. Except as otherwise specified, the Contractor shall plan, schedule and coordinate the effective completion of the following, including but not limited to: community access control, Advanced Life Support, security patrols, physical security control, traffic enforcement, monitoring alarms, preparation and maintenance of required log forms and reports, greeting and screening visitors and miscellaneous duties relative to hazardous conditions and emergency situations. The Contractor provided shall meet and maintain all contract, federal, state and local requirements. Anticipated Contractor posts and schedules (which are subject to change) are identified in Exhibit B.

Description of Services

The Contractor shall provide all supervision, personnel resources, material, supplies and equipment (except as otherwise specified and provided by **The Polo Club of Boca Raton POA, Inc.**) and shall plan, schedule, coordinate and ensure the effective performance of the Contractor's services in general and the performance of the individual Contractor's Officers. Services shall be performed in a manner as to provide safeguards for all residents, employees, contractors and visitors and provide a daily deterrent against unauthorized or illegal activities directed toward **The Polo Club of Boca POA, Inc.**'s property.

Required Licenses

A. The Contractor shall possess all required State of Florida licenses and permits and **The Polo Club of Boca Raton POA, Inc.** will maintain the Federal Communications Commission's (FCC) license(s). The Contractor shall immediately notify **The Polo Club of Boca Raton POA, Inc.** and the Director of Security in writing, if any required license(s) or permit(s) are suspended, revoked or not renewed on time, or if there are delays in obtaining license(s) or renewals. The Contractor shall present for review, copies of the licenses to **The Polo Club of Boca Raton POA, Inc.** and the Director of Security prior to the start-up of the contract.



B. It is acknowledged by Polo Club of Boca Raton POA, Inc. that Paramedic services require a County approval process. Contractor will make a diligent effort to timely file for any and all licenses to include a Memo of Understanding. It is further acknowledged that Contractor will make application prior to start date; however no guarantee can be made of the final issuance date.

C. The Contractor shall provide to **The Polo Club of Boca Raton POA, Inc.** and the Director of Security, copies of all required insurances and pay any fees or costs required by Florida related to the arming of any employees engaged in armed security services specified under this contract. The Contractor shall assume liability to the extent caused by the negligence or misconduct of its employee(s) in the exercise of any authority.

Contractor Effort Required

A. Supervision: The supervision for the contract shall be positive, customer oriented, focused on providing value based security service. Supervisors on the contract shall have a demonstrated record of positive performance. The Shift Supervisors shall immediately inform the Director of Security of any situation, event or condition that will have an effect on the performance of the contract or the contractor's ability to fulfill the terms of the contract.

B. Accounting for Contract Time: A Cycop time accounting system shall be used to account for time on the contract. Initially, the Contractor, Sign in/Sign out or similar form may be used. However, **The Polo Club of Boca Raton POA, Inc.** reserves the right to change to a different form of time accounting after contract award.

- C. **The Contractor's Post Orders:** The Contractor shall perform the duties outlined in the Post Orders for each Contractor post. These post orders define the basic Contractor duty. Except for emergencies, no deviations shall be made. Post Orders may be modified or amended from time to time.
- D. **Under no circumstances are orders to be accepted from persons other than The Polo Club of Boca Raton POA, Inc.'s General Manager, Director of Security, Safety and Security Coordinator or their designated representatives. Verbal orders may be issued in the event of an emergency.**
- E. **Emergencies:** The Contractor shall be capable of providing additional employees/officers for emergencies within two (2) hours of a request by the Director of Security. In case of an emergency condition requiring immediate attention, the Shift Supervisor shall take action at the direction of the Director of Security to divert uniformed personnel from their normal assigned duties to meet the condition and summon appropriate assistance as may be required. No additional cost shall be charged to **The Polo Club of Boca Raton POA, Inc.** for the diversion and the Contractor shall not be penalized for the normal daily work not done, which was otherwise scheduled.
- F. **Temporary Additional Services:**
1. Changing conditions to include emergency situations, may impact security requirements; therefore, temporary additional Contractor services may be required.
 2. In emergency circumstances, trained Contractor Officers must be available within two (2) hours of a request. Should a situation require immediate attention, the Shift Supervisor shall take action at the direction of the Director of Security to divert uniformed personnel from their normal assigned duties to meet the condition and summon appropriate assistance as may be required.
 3. Coverage will be provided to the extent referenced in the Standard Agreement Section 11, paragraph 3 covering Force Majeure.
- G. The Contractor shall bill the additional services on a separate invoice or as otherwise directed in their designated weekly invoice. Invoices shall clearly detail the additional services performed. At any time during the contractual period, **The Polo Club of Boca Raton POA, Inc.** may add or delete additional productive and/or supervisory services hours to the hours already allotted in the contract. These additional service hours and/or posts will be added to the contract by the execution of a change order by the Director of Security and signed by **The Polo Club of Boca Raton POA, Inc.'s General Manager.**

Management and Supervision

- A. The Contractor shall manage the total work effort associated with the Contractor's employees' services required herein to assure fully adequate and timely completion of the required services. Included in this function shall be a full range of management duties including, but not limited to, planning, scheduling, report preparation, establishing and maintaining records and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work in accordance with sound and efficient management practices. The Director of Security may require retraining, suspension or dismissal of any contract employee deemed careless, incompetent, insubordinate, unsuitable or otherwise objectionable during the performance of duties associated with the contract.
- B. The Contractor shall provide adequate on-site supervision of employees at all times. The supervision for the contract shall be positive, customer-oriented, focused on providing value based security service. Supervisors on the contract shall have a demonstrated record of positive performance.
- C. The Supervisor of the on-coming shift shall, prior to shift change, determine the readiness of the Officers preparing to be posted. The Shift Supervisor shall ensure that each officer is properly uniformed and equipped, presents a neat appearance. The Shift Supervisor shall also ensure all Officers are made aware of any changes in post assignments and pass on special instructions, announcements or any other pertinent information that may affect security operations.
- D. The Contractor's supervisory personnel in charge of work under the contract shall be available at all times to receive and implement orders or special instructions from the Director of Security concerning matters, which affect the operation and security of assigned areas.
- E. Supervisors, during their tour of duty, shall also perform the duties of an on-duty Officer.

Limitation on Hours

No employee of the Contractor shall work more than sixteen (16) hours of service on one or more contracts or any other job in any twenty-four (24) hour period unless the work periods are separated by an eight (8) hour non-duty period. The Director of Security may verbally waive this limitation in emergencies, which are beyond the control of the Contractor, i.e., weather conditions that prevent the next shift from getting to the property.

Work Control

Contractor shall implement all necessary scheduling and control procedures to ensure timely accomplishment of all Officers' service requirements in the contract.

Schedules

The Contractor's Post Matrix shall indicate the specific hours of the day that each post will be active, including the number of personnel per post. The duties and posting times are subject to change.

Records and Reports

The Contractor's Security Director shall maintain records and prepare reports as set forth in the contract. A copy of all reports shall be maintained on site and available at all times for inspection by **The Polo Club of Boca Raton POA, Inc.** From time to time, the Contractor's employees may be required to make written and oral statements to Law Enforcement Officials, or other agencies due to the nature of a particular incident. Preliminary reports of any incidents will be provided within one (1) day of the occurrence of the incident and "signed off" by the Director of Security.

Standards of Conduct

- A. The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance and integrity and for taking disciplinary action against their employees when necessary. Each contract employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer and **The Polo Club of Boca Raton POA, Inc.** **The Polo Club of Boca Raton POA, Inc.** reserves the right to direct the Contractor to remove an employee from the work site for failure to comply with the standards of conduct. The Contractor shall initiate immediate action to replace such an employee to maintain continuity of services at no additional cost to **The Polo Club of Boca Raton POA, Inc.**
- B. Should a Contractor employee need to be removed from the work site for failure to comply with the standards of conduct an officially-issued firearm shall be immediately retrieved from the individual by the Shift Supervisor.
- C. The Contractor shall arrange for continuous supervisory observation and evaluation of all Contractor's personnel and take appropriate corrective measures for failure to comply with Contractor's duties noted in the course of performing assigned Contractor duties.
- D. The Contractor shall not take any disciplinary action or otherwise penalize any supervisor or Contractor employee who identifies any legitimate deficiencies or contractual violations and notifies the Director of Security, Universal Protection Services or other **Polo Club of Boca Raton POA, Inc.** official of the deficiencies or violations.

Appearance

- A. **The Polo Club of Boca Raton POA, Inc.** requires a favorable image and considers it a major asset of a protective force. The employee's attitude, courtesy and job knowledge are influential in creating a favorable image. However, most people form an opinion by the appearance of the uniformed employees. All security contract employees are required to comply with the standards of appearance as outlined herein.
- B. Contractor employee's in uniform may not wear religious insignia in view around the neck nor may wear jewelry or other such items on other parts of the body (i.e., nose, tongue, lips, etc.)
- C. Contractor's male employees shall be clean shaven. No facial hair is permitted except for a neatly trimmed moustache, except when otherwise permitted by applicable law. Hair must be a military style haircut, except when otherwise permitted by applicable law.

Neglect of Duties

Neglect of duties will not be tolerated. This includes, but is not limited to, sleeping on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours, use of post telephones or computers for personal use and refusing to render assistance or cooperate in upholding the integrity of the work site security. At no additional cost to **The Polo Club of Boca Raton POA, Inc.** and to maintain continuity of services, the Contractor shall initiate immediate action to replace any employee who engages in such acts.

Disorderly Conduct

The use of abusive or offensive language, flirting or sexually suggestive language or actions, any form of discrimination or sexual harassment, quarreling, intimidation by words, actions or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Polo Club operations. At no additional cost to **The Polo Club of Boca Raton POA, Inc.** and to maintain continuity of services, the Contractor shall initiate immediate action to replace any employee who engages in such acts.

Violence in the Workplace

- A. All reports of violence, threats, harassment, intimidation and other disruptive behavior in the workplace will be taken seriously and shall be dealt with appropriately. Such behavior in the workplace will be taken seriously and shall be dealt with appropriately. Such behavior can include oral or written statements, gestures or expressions that communicate a direct threat of physical harm. Individuals who commit such acts may be removed from the premises and may be subject to criminal penalties.

- B. Contract personnel who engage in activities noted in paragraph "A" are to be removed immediately from services on the contract and shall be replaced at no cost to **The Polo Club of Boca Raton POA, Inc.**

Drug and Alcohol Abuse

- A. The Contractor shall conduct annual and "for cause" drug testing of contract personnel at no additional cost to **The Polo Club of Boca Raton POA, Inc.** while maintaining continuity of services. The Contractor shall not allow any contract employee, while on duty, to possess, sell, consume or be under the influence of alcohol or other intoxicants, illegal drugs or narcotics or other such substances. The abuse of prescription drugs may constitute a criminal offense and shall not be tolerated. The Contractor shall initiate immediate action to replace, at no cost to **The Polo Club of Boca Raton POA, Inc.** any employee found in violation.
- B. Beginning at least twelve (12) hours prior to duty, contractor personnel shall not consume any form of alcohol or use any drugs or medications that could impair their ability to handle a firearm.

Criminal Actions

Post-employment convictions for criminal acts, depending upon the nature of the act or violation, may result in the removal of the contract employee from performing services under this contract. It is incumbent upon the Contractor to remain vigilant and notify the Director of Security immediately concerning any circumstances that arise, which could possibly affect any Contract employee's suitability status (e.g. arrests, convictions and/or termination of employment by the Contractor for cause, such as misconduct or neglect of duty). Failure to make such a notification to the Director of Security may constitute a breach of contract.

Personnel Requirements

Supervision is required for the Contractor's employees as identified in the Contractor's Post Matrix (Exhibit D) and shall consist of the following five (5) key personnel positions: one (1) Contractor's Security Director, Major and three (3) Lieutenant Shift Supervisors. The Contractor shall provide the level of supervision through the Contractor's Security Director Major and Lieutenant Shift Supervisors to ensure that all Contractor employees meet the performance requirements and quality standards of the contract.

Security Director

The Security Director must be an individual of unquestionable integrity who displays a mature attitude and exercises good judgment. This individual shall:

1. Have authority to act for the Contractor on a day-to-day basis.
2. Provide high-level managerial, administrative and operational support to the Director of Security.
3. Be responsible for ensuring the following:
 - a. Managerial and supervisory post observation of officers/employees on duty.

- b. Interfacing with employees, membership and the public in the resolution of problems.
4. Be responsible for one eight (8) hour shift and shall ensure that all officers/employees are performing their duties and responsibilities as required under the contract.
5. Be able to maintain and operate the electronic/computerized security management systems and train subordinates to operate the systems when required.

Major & Lieutenant Shift Supervisors

These officers must be individuals of unquestionable integrity who display a mature attitude and exercise good judgment. Each Shift Supervisor shall:

1. Have authority to act for the Contractor on a day-to-day basis.
2. Be responsible for ensuring the following:
 - a. Officers/employees are in proper uniform prior to performing Contractor's duties on this contract.
 - b. Supervisory post observation of officer's/employees on duty.
 - c. Conducting on the spot checks of officer's/employee posts.
 - d. Interfacing with employees, membership and the public in the resolution of problems.
 - e. Other supervisory duties as defined in the Contract and Post Orders.
3. Be responsible for one 8-hour shift and shall ensure that all officers/employees are performing their duties and responsibilities as required under the contract.
4. Receive initial on-site orientation and training from the Security Director or the Director's designated trainer prior to performing supervisory duties. The Shift Supervisors shall then provide orientation and on-the-job training to all officers/employees and ensure the officers/employees understand and perform their duties and responsibilities under the terms of the contract.
5. Be able to maintain and operate the electronic/computerized security management systems and train subordinates to operate the systems when required.
6. The Shift Supervisor shall perform the duties of an officer/employee under the contract.

Contractor Security Officers (CSO)

CSO post assignments may include, but are not limited to, the following typical duties:

1. Gate Entry Control Post:
Operate and enforce a system of access control, in addition, utilize computers to perform access control of residents, visitors, employees and contractors.
2. Roving Officer Posts:
Patrols in accordance with CSO tours and schedules as established in the Post Orders. Responds to alarms, calls for service and complaints.
3. Control Issuance and Storage of Keys:
Receive, issue and account for keys to the building, various offices, gates, etc.
4. Control Center:
Monitor and operate intrusion detection and surveillance systems, dispatch officers to alarms/trouble areas or incidents when necessary, coordinate efforts of responding officers to incidents and make emergency notifications when required.

Answer telephones in a professional, businesslike manner and receives information from the caller and takes appropriate action to include: updating caller's information in the Access Control System, input guest and contractors to authorized guest list. Ensure that all duties included in the Post Orders are complied with.

Personnel Qualifications and Standards for all Contractors Service Officers

- A. All Contractor's personnel employed under the contract shall (including, but is not limited to), to the extent permitted by law and any applicable collective bargaining agreement.
1. Be in full uniform and ready to begin work promptly at the start of their shift and remain on the job in full uniform at assigned posts until properly relieved.
 2. Meet personnel requirements as listed in the contract.
 3. Meet the following requirements, to the satisfaction of the Director of Security, in order to be eligible to perform under the contract:
 - a. Be authorized to work in the United States of America.
 - b. Be at least twenty-one (21) years of age. All CSO's must be able to withstand the physical demands of the job and must be capable of responding to emergency situations. NOTE: The Director of Security may waive the minimum age requirement where the applicant meets all of the other minimum requirements and is legally eligible to perform the required duties.
 - c. Speak English sufficiently so, is able to read, understand, explain and interpret and apply rules, orders, instructions, regulations, directives, procedures and training materials and possess the ability to compose coherent written or typed reports in English. Bi-lingual CSO's are naturally an asset.
 - d. Possess a valid driver's license.
 - e. Possess, at a minimum, a high school diploma or GED equivalency certificate.
 - f. Possess the ability to meet and deal with the public and maintain poise and self-control under stress.
 - g. Possess the skill to use a personal computer and utilize various software programs, such as Microsoft Windows based systems.
 - h. CSO's shall be in good general health without medical conditions that would interfere with the performance of job duties.
- B. All Contractor personnel shall meet one of the following experience/education requirements:
1. Two (2) years of civilian law enforcement; or U.S. Armed Forces. All military service qualifications are based on upon the CSO being Honorably Discharged or
 2. Successful completion of an officially recognized law enforcement or equivalent training course (such as a police officer's academy training course) or
 3. An Associates' Degree, or at least sixty (60) semester hours of college coursework in a related field of study or
 4. Paramedics assigned to The Polo Club of Boca Raton POA, Inc. shall have one (1) year field experience (excluding hospital or ambulance experience) and possess a State of Florida Paramedic license and have the prerequisite

experience to respond in accordance with the Palm Beach County Fire Rescue protocols.

Security Requirements and Background Checks

- A. The Contractor shall provide a criminal records check from FDLE and FBI.
- B. Individuals with felony criminal records shall not be employed under the contract.
- C. Individuals with misdemeanor criminal records may be considered, but are subject to the Director of Security's final approval prior to employment on the contract.

Certification Documents

- A. Certification documents are those documents that show the eligibility and suitability of an individual under the terms of the contract. The Contractor shall provide the following certification documents for each Contractor officer/employee to the Director of Security for approval prior to employment under the contract.
 - 1. Certificate(s) of Training
 - 2. CPR/First Aid Card
 - 3. Universal Protection will certify Criminal investigation checks to the extent permitted by law.
 - 4. Verification of educational, experience and/or military service.

Health Requirements

- A. The Contractor shall assign to the contract only employees who are in good health and can perform protection duties.
- B. The Contractor will not knowingly assign any CSO that has been identified to Contractor by a medical professional as not mentally alert and emotionally stable.

Physical and Medical Qualifications

- A. Physical stamina in all of its forms (endurance, temperature/climate, etc.) is a basic requirement of these positions. Each contract officer/employee shall be in good physical condition, be able to protect themselves and others and be able to withstand sudden emotional stress and physical exertion. This may require running, jumping, climbing and crawling. Individuals deemed incapable of meeting the physical requirements of their assigned position shall be removed from the Contract upon the Director of Security's request.

Mental Illness

An individual who is incapacitated due to a mental illness that prohibits performance of assigned officer duties shall be removed from the contract immediately and shall not be allowed to return to employment under this contract. The Contractor shall arrange for continuous supervisory observation and evaluation of all officers and take appropriate corrective measures for all indications of inability to perform assigned Contractor's services duties.

Disqualification of Personnel

If further determination is made that a Contractor employee is not fulfilling or cannot fulfill their responsibilities, they may be disqualified from performing security officer's services at The Polo Club of Boca Raton POA, Inc.

Certification and Training

- A. All contract officers performing work under the contract shall possess a Florida D&G license. Paramedics assigned to The Polo Club of Boca Raton POA, Inc. shall have one (1) year field experience (excluding hospital or ambulance experience) and possess a State of Florida Paramedic license and have the prerequisite experience to respond in accordance with The Palm Beach County Fire Rescue's protocols. The Contractor must provide a recertification program for all ALS Officers at no charge to The Polo Club of Boca Raton POA, Inc.
- B. At the beginning of contract award, the Contractor must adhere to the following requirements: All Contractor personnel must be familiar with all requirements of The Polo Club of Boca Raton POA, Inc. prior to assignment. The Contractor's Director and Supervisory personnel shall be responsible for ensuring that Contractor's personnel receive proper on-site orientation and on-the-job training. The Polo Club of Boca Raton POA, Inc. will provide training in the use of the electronic security management system and other security systems specific to the contract site.
- C. Supervisors shall ensure that officers/personnel receive proper orientation including:
 - 1. General information and special orders for The Polo Club of Boca Raton POA, Inc. including applicable post orders, emergency plans and other documents specific to their post and job assignment.
 - 2. Operational procedures for security systems including the Access Control, DSX and CCTV systems.
 - 3. Training for Gate, Patrol and SRT will require a minimum of forty (40) hours.
 - 4. Training for the Supervisor's will require a minimum of sixty (60) hours.
- D. All orientation and training cost will be the responsibility of the Contractor.

Supervisor Training

- A. All Supervisors working under the contract shall successfully complete Contractor provided certified Supervisor training. Supervisory training shall include at a minimum of one hundred twenty (120) hours:
 - 1. Techniques for issuing written and verbal orders.
 - 2. Uniform clothing and grooming standards.
 - 3. Post inspection procedures.
 - 4. Employee motivation.

B. The Contractor shall maintain documentation of this training at their home office and shall provide copies of these documents to the Director of Security immediately upon completion of the training. These records shall be maintained on-site for review at any time by **The Polo Club of Boca Raton POA, Inc.**

C. Any replacement employees shall meet all Contractor-training requirements.

Additional Services

Safety & Security Coordinator

Contractor shall at all times provide trained staff capable of performing the basic functions of the Polo Club's Safety & Security Coordinator in his absence. Such duties to include but are not limited to: access control entries, member orientation, transponder distribution and supervision, CCTV monitoring and recovery of data, lost & found services and other related function unique to this position.

Training For Contractor Security Officers

- A. All personnel shall receive, but not be limited to, Contractor provided training and orientation in:
1. General information and special orders for **The Polo Club of Boca Raton POA, Inc.** including applicable Post orders, emergency plans and other documents specific to their post and job assignment.
 2. Operational procedures for security systems including the Access Control, DSX and CCTV systems.
- B. At no cost to **The Polo Club of Boca Raton of Boca Raton POA, Inc.** all officers shall also receive the following Contractor provided training by trained, licensed and certified instructor:
1. CPR and First Aid Certification at no cost to Officers.

Lack of Training

- A. Prior to performance of work, the Contractor shall supply the Director with a list of all current employees to be assigned to **The Polo Club of Boca Raton POA, Inc.** This list shall include each employee who has completed training, certifications and other pertinent training information. This list shall be updated as needed by The Contractor and supplied to the Director of Security and be available for review by **The Polo Club of Boca Raton POA, Inc.**
- B. If the Director of Security determines that Contractor employees do not possess required training, The Director will direct the Contractor to immediately remove such employees from duty and provide qualified replacements at no additional cost to **The Polo Club of Boca Raton POA, Inc.** If the Contractor fails to provide such replacements, **The Polo Club of Boca Raton POA, Inc.** may exercise its options for termination under the Default clause or may exercise other options available

through other provisions of the contract. There will be no waivers of any training requirements specified.

Employment of The Polo Club of Boca Raton Personnel

The Contractor shall not employ for the purposes of this contract any employee currently employed by The Polo Club of Boca Raton POA, Inc.

Employment of Active Duty Military Personnel

Active duty military personnel may not be employed without the prior written consent from their Commanding Officer.

The Polo Club of Boca Raton POA, Inc. Furnished Facilities and Equipment

- A. The Polo Club of Boca Raton POA, Inc. will provide the Contractor the use of certain Polo Club owned facilities, equipment and materials for use only in connection with this contract. The use of The Polo Club of Boca Raton POA, Inc.'s furnished property for other purposes is prohibited. Upon completion or termination of the contract, all Polo Club owned equipment should be returned to The Polo Club of Boca Raton POA, Inc. in the same condition as received, except for normal wear and tear. The Contractor shall be responsible for the cost of any repairs or replacement caused by negligence or abuse by the Contractor or their employees. The Contractor and The Polo Club of Boca Raton POA, Inc. shall conduct joint inventory before commencing work under this contract to determine the exact number and serviceability of The Polo Club of Boca Raton POA, Inc. furnished equipment. The Contractor shall then certify the findings of this inventory, assume accounting responsibility and subsequently report inventory discrepancies to The Polo Club of Boca Raton POA, Inc. The Polo Club of Boca Raton POA, Inc. furnished equipment shall not be removed from the building or immediate surroundings unless approved in writing by The Polo Club of Boca Raton POA, Inc.
- B. The Polo Club of Boca Raton POA, Inc.'s property, including telephones and personal computers, shall be used for official business only in the performance of the contract. The Contractor or the Contractor's employees shall not use The Polo Club of Boca Raton POA, Inc.'s property in any manner for any personal advantage, business gain or other personal endeavor.
- C. The Contractor shall take reasonable precautions, as directed by The Polo Club of Boca Raton POA, Inc. or in the absence of such direction in accordance with sound business practices to safeguard and protect The Polo Club of Boca Raton POA, Inc.'s property.
- D. The Contractor shall be responsible for reporting to The Polo Club of Boca Raton POA, Inc. the malfunctioning of any of the The Polo Club of Boca Raton POA, Inc.'s property or equipment used by the Contractor alternatively or the Contractor's employees.

Contractor Furnished Items

The Contractor shall provide all uniforms, equipment, materials and services to perform the requirements of this contract.

Uniforms

- A. The Contractor shall fully furnish and maintain in acceptable condition, at no cost to all contract personnel, all uniform items and equipment necessary to perform work required by the contract, including but not limited to, outdoor clothing appropriate for the weather and season with necessary safety wear and safety equipment. The equipment includes, but is not limited to, uniforms which conform to standards and usage prescribed in the contract. All employees performing under this contract shall wear the same color and style of uniform.
- B. All contract personnel shall wear a complete uniform of the type prescribed within this section at all times when on duty. The appearance of uniforms shall be maintained so that shoes are shined, so that all items fit well and are clean, neat and well pressed; and so that the uniform otherwise presents a favorable public image. An appropriately lettered breast badge shall be worn. Two shoulder patches, one on each sleeve with Contractor and The Polo Club of Boca Raton POA, Inc.'s identification shall be worn. A name plate with the officer's name shall be worn whenever on duty.
- C. The Contractor shall supply enough in quantity, of each item to satisfy the requirements under this contract and to ensure that all officers are properly equipped.
- D. No Contractor's personnel or Supervisor shall enter on duty until all uniform items, including accessories, have been issued and are in proper operating condition.

Unauthorized Equipment

Contractor's personnel shall not be permitted to carry any unauthorized supplemental or personal equipment such as chemical agents, any device considered a "stun gun" or other such non-standard items, except as authorized by the Director of Security.

Firearms/Firearms

- A. The Contractor shall provide firearms and firearms equipment for each armed officer under the contract in accordance with Florida law and shall maintain, in an acceptable condition, an operational firearm for each armed officer. The Contractor shall provide only one (1) type of firearm for all officers to maintain uniformity. The firearm will be a semi-automatic pistol nine (9) millimeter with retention type holster and three (3) magazines.
- B. Firearms Storage/Protection: No firearms will be stored on The Polo Club of Boca Raton POA, Inc.'s property.

Cellular Telephones

The Contractor shall issue the Security Director, Major and Shift Supervisor's cell phones for emergency communication.

Patrol Vehicles

The Contractor shall provide the following patrol vehicles.

- A. Three (3) late model motor vehicles suitable for patrol duties. Each vehicle shall be equipped with a light bar, portable AED, first aid kit, snake stick, portable 2m candlepower spotlight and portable power pack/air compressor and thermal imaging detection system. The vehicles shall be white in color and marked with The Polo Club of Boca Raton POA, Inc.'s and the Contractor identification. The Director of Security shall approve vehicle markings. The Advanced Life Support (ALS) vehicle must meet state requirement for non-transport emergency vehicle with the word "PARAMEDIC" on the front and rear. All vehicles shall be equipped with Global Positioning System (GPS) as well as an alert system to include the ability to set parameters for the following requirements to include, but not limited to: idle times, engine off times, location and speed.
- B. One (1) late model motor vehicle with four (4) doors (no trucks or SUV's) suitable for traffic enforcement duties will be provided as needed. The vehicle shall be equipped with a light bar and sirens, first aid kit, radar, portable 2m candlepower spotlight and portable power pack/air compressor. The vehicle shall be white in color and marked with The Polo Club of Boca Raton POA, Inc.'s and the Contractor identification. The Director of Security shall approve vehicle markings. The vehicle shall be equipped with a Global Positioning System (GPS) as well as an alert system to include the ability to set parameters for the following requirements to include, but not limited to: idle times, engine off times, location and speed.
- C. Three (3) late model golf or utility carts shall be specifically designed and equipped with security lights, hinged windshield, brake lights, head lamps, and all other pertinent equipment related to evening patrols.

Monthly Status Meetings

The Contractor shall attend monthly status meeting with The Polo Club of Boca Raton POA, Inc. officials and the Director of Security to discuss contract issues including, but not limited to, performance, invoice payments, contract status, personnel issues, etc.

Contract Administration

Notwithstanding the Contractor's responsibility for total management during the performance of the contract, the administration of the contract will require maximum coordination between The Polo Club of Boca Raton POA, Inc. and the Contractor. The Director of Security will be the Contract Administrator during the performance of the contract in conjunction with The Polo Club of Boca Raton POA, Inc. At no time may the scope of work, price, delivery dates or other mutually agreed upon terms or provisions

or provisions of the contract be changed without being executed in writing by **The Polo Club of Boca Raton POA, Inc.** authorizing such changes.

The Polo Club of Boca Raton POA, Inc.
Director of Security
5400 Champion Blvd.
Boca Raton, FL 33496

Insurance Coverage

A. Workers Compensation and Employer's Liability

The Contractor is required to comply with applicable Federal and State Workers' compensation statutes.

B. General Liability

The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$1,000,000/\$2,000,000 per occurrence.

The Polo Club of Boca Raton POA, Inc. shall be included as an additional insured.

C. Auto Liability

The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$500,000/\$500,000 and property damage of at least \$500,000.

D. Insurance coverage required above may be maintained by using any combination of primary and excess coverage.

**MEMORANDUM OF UNDERSTANDING
BETWEEN PALM BEACH COUNTY FIRE RESCUE AND
UNIVERSAL PROTECTION SERVICE, LLC**

This Memorandum of Understanding (hereinafter the "MOU") is hereby entered into on July 5, 2016, between Palm Beach County Fire Rescue (hereinafter referred to as "PBCFR"), whose address is 405 Pike Road, West Palm Beach, Florida 33411, and Universal Protection Service, LLC (hereinafter referred to as "Special Secondary Service Provider"), 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 Special Secondary Service Provider 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 Special Secondary Service Provider's service contract with The Polo Club of Boca Raton Property Owners Association, Inc., exclusively within the boundaries of the development known as The Polo Club of Boca Raton (hereinafter referred to as "the Community"), located in Boca Raton, Florida. This MOU shall also satisfy the requirements of Section 401.435(2), *Florida Statutes*, and Section 13-20 of the Palm Beach County Code.

Dispatch Protocols:

PBCFR and Special Secondary Service Provider are routinely dispatched and respond to all EMS emergencies within the Community utilizing the 9-1-1 emergency telephone access system. In the event that the request for emergency assistance is received by Special Secondary Service Provider, they will immediately notify PBCFR via PBCFR's Dispatch Communication Center (hereinafter referred to as "Dispatch"). All requests for emergency medical assistance received through Special Secondary Service Provider's security office will provide confirmation of address, telephone number, and nature of the call to Dispatch. The Community shall discourage its residents from notifying Special Secondary Service Provider before using the 9-1-1 system.

All communications between Special Secondary Service Provider and PBCFR will be accomplished via Dispatch.

Special Secondary Service Provider's First Responder Roles and Responsibilities:

If Special Secondary Service Provider personnel are first to arrive at an emergency scene, Special Secondary Service Provider will conduct a scene safety evaluation in order to determine if it is safe to enter. If the scene is deemed unsafe, Special Secondary Service Provider will retreat to a safe location. Special Secondary Service Provider 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, Special Secondary Service Provider will then begin assessment of the patient. Special Secondary Service Provider will initiate

care of any sick or injured persons. All care by the Special Secondary Service Provider will be rendered in accordance with Palm Beach County Fire Rescue Patient Care Protocols. If the patient is unstable or is in critical condition, Special Secondary Service Provider will immediately notify Dispatch to provide a patient status report. Special Secondary Service Provider personnel shall provide a written patient care report to PBCFR upon their arrival, and as otherwise requested.

Special Secondary Service Provider will function as an Advanced Life Support (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. Special Secondary Service Provider will only function as an ALS provider within the Community and will not have patient transport responsibilities. However, Special Secondary Service Provider shall maintain and equip all vehicles utilized to provide ALS services within the Community as if such vehicles were transport vehicles. Patient transport will be conducted by PBCFR or other authorized transport provider.

ALS First Responder Qualifications:

All EMTs and paramedics employed by Special Secondary Service Provider for the services contemplated under this MOU shall be certified by the Florida Department of Health, and must satisfy all the professional qualifications and educational requirements set forth in Chapter 401, *Florida Statutes*, and F.A.C. 64J1. Special Secondary Service Provider shall ensure common medical direction with PBCFR through the participation of Special Secondary Service Provider's Medical Director in the Palm Beach County Medical Director's Association.

Documentation of Patient Care Rendered by First Responder:

Special Secondary Service Provider shall document all patient contact on a patient care report in order to provide timely and accurate patient care information to responding PBCFR units at the scene. 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 Special Secondary Service Provider personnel on the scene who provided patient care shall be included on the patient care report.

Infectious Disease:

Special Secondary Service Provider shall adopt and adhere to an infectious disease protocol that complies with all applicable federal, state, and local laws. Special Secondary Service Provider shall be responsible for providing post exposure care to its own personnel. Special Secondary Service Provider shall notify PBCFR of all actual or suspected exposures involving a patient within the identified service areas. All infectious disease exposure protocol will be adhered to and all paperwork will reflect the names of persons present in order to make notifications in cases that apply.

Authorization:

This MOU shall take effect upon issuance of Special Secondary Service Provider's Certificate of Public Convenience and Necessity (COPCN), and 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.

This MOU shall expire upon expiration or termination of Special Secondary Service Provider's COPCN to serve the Community.

This MOU is entered in accordance with Section 13-20 of the Palm Beach County Code and Section 401.435(2) *Florida Statutes*. Notwithstanding anything herein to the contrary, this MOU shall not be construed to create any contractual obligation upon PBCFR or Palm Beach County, nor to provide any contractual rights to Special Secondary Service Provider or to any third party.

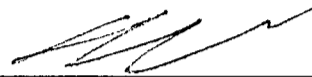
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IN WITNESS WHEREOF, the parties have executed this MOU on the date hereinabove first written.

PALM BEACH COUNTY FIRE RESECUE

By: 
Jeffrey P. Collins
Fire Rescue Administrator

**APPROVED AS TO TERMS
AND CONDITIONS**

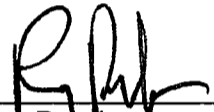
By: 
Richard Ellis
EMS Division Chief

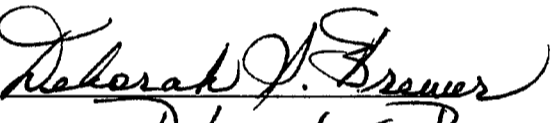
By: 
Kenneth A. Scheppke, M.D.
Medical Director

WITNESSES:

UNIVERSAL PROTECTION SERVICE, LLC

By: Carrie Ann Kopelakis
Print Name: CARRIE-ANN KOPELAKIS

By: 
Ray Pradines
Chief of EMS

By: 
Print Name: Deborah J. Brewer

Certificate of Public Convenience and Necessity

Palm Beach County Emergency Medical Services

WHEREAS, there is a need for Universal Protection Service, LLC 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 August 16, 2016 to until their contractual agreement with The Polo Club of Boca Raton 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): The Polo Club of Boca Raton

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




Director, Division of Emergency Management



Mayor, Board of County Commissioners



**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**

Mary Lou Berger, Mayor
Hal R. Valeche, Vice Mayor
Paulette Burdick
Shelley Vana
Steven L. Abrams
Melissa McKinlay
Priscilla A. Taylor

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

TO: The Honorable Mayor Mary Lou Berger
and Members of the Board of County Commissioners

FROM: Bill Johnson, R.N. *Bill Johnson*
Director, Emergency Management

THRU: Stephanie Sejnoha *Stephanie Sejnoha*
Director, Public Safety Department

DATE: July 6, 2016

RE: EMS Advisory Council's Report for
Universal Protection Service, LLC's COPCN Application

The Palm Beach County Emergency Medical Services (EMS) has reviewed and approved the application and the required documents for Universal Protection Services, LLC for an issuance of a "Special Secondary Service" Certificate of Public Convenience and Necessity (COPCN) to provide first response, non-transport service as part of their security services to The Polo Club community.

The EMS Council also reviewed the overall COPCN application process as it pertains to the EMS Ordinance # 2010-056 and concurs that all requirements of the Ordinance have been met.

Therefore, it is the consensus of the EMS Advisory Council that the Board issues the "Special Secondary Service" COPCN, as noted, and submitted to you in this Board Agenda item.

ATTACHMENT 5

Page 1 of 1

ATTACHMENT

6

**PROOF OF
PUBLICATION
TO FOLLOW**