# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

======= Meeting Date: Aเ	======================================	[ ]Consent [ ]Ordinance	[ ] [ X]	========= Regular Public Hearing	=
Department: Submitted By:	Department of Pub				

Submitted For: <u>Division of Emergency Management</u>

#### 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) to Cambridge Security Services Corporation (Cambridge) for the gated community of The Bear's Club Property Owner's Association (POA).

Summary: Cambridge has applied to provide Advanced Life Support (ALS) first response, non-transport services for The Bear's Club POA. The Department of Public Safety, Division of Emergency Management (DEM) has reviewed the application and recommends approval of a Special Secondary Service ALS Provider - Non-Transport COPCN to be issued to Cambridge. The application was found to be in compliance and met the requirements based on the PBC Code of Ordinances, Chapter 13, Sections 13-22. The COPCN will be issued for operations restricted to the confines of The Bear's Club POA for the period of August 25, 2020, until Cambridge contractual agreement with The Bear's Club POA is terminated. Palm Beach County Fire Rescue is the Primary COPCN holder and has signed a Memorandum of Understanding with Cambridge to provide such services in their respective zone. The Emergency Medical Services (EMS) Advisory Council has also approved the recommendation to grant Cambridge a Special Secondary Service ALS Provider - Non-Transport COPCN. District 1 (LDC)

**Background and Policy Issue:** Security agencies for private communities provide rapid response to medical emergencies and have the capability to provide advanced life support services until the primary ALS agency arrives. The PBC Code of Ordinances, Chapter 13, Sections 13-20, requires each private security agency providing ALS service to obtain a County "Special Secondary Service ALS Provider - Non-Transport" COPCN. Cambridge currently provides security and ALS first response, non-transport services to one other gated community.

#### Attachments:

- 1. Summary Report of COPCN application
- 2. COPCN Application
- 3. COPCN (2 originals)
- 4. Proof of Publication

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Recommended By:	Dian for Stevenie	Sejnoha 7/03/00
	Department Director	Date
Approved By:		8/3/2020
	Deputy County Administrator	Date

## II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact Fiscal Years 2020 2021 2022 2023 2024 Capital Expenditures **Operating Costs External Revenues** (650)(150)(150)(150)(150)**Program Income (County)** In-Kind Match (County) **Net Fiscal Impact** (650)(150)(150)(150)(150)# ADDITIONAL FTE **POSITIONS (Cumulative)** No X Is Item Included In Current Budget? Yes Yes Does this item include the use of federal funds? **%** No: Fund <u>0001</u> Dept <u>660</u> Unit <u>7110</u> Object <u>2900</u> Budget Account Rev No: Fund 0001 Dept 660 Unit 7110 RevSc 4295 B. Recommended Sources of Funds/Summary of Fiscal Impact: A onetime application fee of \$500 was collected. Permit fee of \$150 per unit will be charged annually. Contractual agreement active until terminated. Departmental Fiscal Review: III. REVIEW COMMENTS A. OFMB Fiscal and/or Contract Dev. and Control Comments: B. Legal Sufficiency: Assistant County Attorney C. Other Department Review:

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

**Department Director** 

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Division of Emergency Management
Office of Emergency Medical Services
Certificate of Public Convenience and Necessity (COPCN) Summary Report
June 18, 2020

Corporate Name: <u>Cambridge Security Services Corporation</u>

Name of Agency (DBA): Cambridge Security Services Corporation

Mailing address: 5100 N. Federal Hwy. #405, Fort Lauderdale, FL 33308

Base station address: (Applicant must maintain a base of business in Palm Beach County)

860 US Hwy 1 #210, North Palm Beach, FL 33408

Phone #:

<u>954-320-4407</u>

Agency is public sector \_\_\_\_\_ Private sector \_\_\_X\_\_\_\_

Chief's / Manager's / Owner's name: James D'Arcy, Chief Operating Officer

Medical Director's name: Dr. Hillel Zvi Harris, MD

Medical Director's business address: 5258 Linton Blvd. #206, Delray Beach, FL 33484 Medical Director's medical license number: ME 102298 Exp. Date: January 31, 2022

Type of COPCN applying for: Special Secondary Service Provider – ALS Non – Transport

Attachment #1 - 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), contractual agreements, and Community Association contracts allowing your agency to provide medical response services to any municipality or community.

Comment: Cambridge Security Services provided a Service Agreement with The Bear's Club Property Owners Association (POA) with a start date of March 22, 2018, and ending on April 1, 2021. The contract had several written changes with initials. An email was sent to the PBC Assistant Attorney asking if the agreement with the written changes could be accepted. The Assistant Attorney responded that Cambridge needs to provide a letter from The Bear's Club POA confirming the 2018 agreement was correct and in full force and effect. Cambridge sent an "Addendum to Service Agreement" signed by The Bear's Club POA, and Cambridge Security Services Corporation.

Attachment #2 - The affected Community Association must submit a letter of request prepared and signed by an authorized representative indicating the dates of service coinciding with the effective date and the expiration date of the contract between the Community Association and the applicant. The expiration date may be amended upon renewal of the contract by submitting an updated letter of request to the administrator. The Community Association shall notify the administrator of an early termination, or of an extension of the contract.

**Comment:** Keith D. Cote, Chief Operating Officer for The Bear's Club Property Owners' Association provided a letter requesting Cambridge Security Services Corporation to provide Advanced Life Support (ALS) non-transport services.

Page \_\_\_\_\_ of \_\_\_\_\_

Comment: A memorandum of understanding (MOU) between Cambridge Security Services Corporation and the Primary Certificate of Public Convenience and Necessity Holder – Palm Beach County Fire Rescue (PBCFR) was approved and signed on January 24, 2020.
Attachment #4 - Medical Protocols approved by the Primary COPCN Holder's Medical Director for the applicable Area.  Comment: Medical Protocols have been approved by the applicant's Medical Director, Dr. Hillel Harris and the Primary COPCN holder's Medical Director. They have agreed to use PBCFR's protocols.
Attachment #5 – Copy of current State Emergency Medical Services (EMS) license(s) and/or current COPCN, if any.  Comment: Cambridge Security Services Corporation provided their current State of Florida ALS service license with has an expiration date of December 12, 2020.
Attachment #6 — 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, if any. In order to maintain an acceptable level of service response time, all applicants must have a sufficient number of ALS vehicles available for response which number will vary based on the area of assignment. In no event shall any COPCN holder have less than one ALS unit and one ALS vehicle fully staffed, operationally available, and in series at all times ready for simultaneous response to calls. The COPCN holder must also have one ALS spare unit fully equipped in the event that their primary ALS unit is not in service. It is the intent of this provision that each COPCN holder is responsible to have sufficient ALS units on hand as necessary to demonstrate ability to ensure continuity of operations.  Comment: Cambridge Security Services Corporation has provided a listing for the ALS vehicle to be used. The vehicle is a 2013 Ford Explorer, VIN# 1FM5K8AR1DGB84613.
Attachment #7 – Personnel roster. Personnel must meet all requirements of certification and training referred to in 64J-1.020, Florida Administrative Code ("F.A.C."). The applicant must have at least one (1) supervisory or higher level employee who possesses a minimum of three (3) years of experience in pre-hospital ALS Services.  Comment: Cambridge Security Services Corporation's roster includes 3 paramedics. Cambridge has a current COPCN with The Club at Admirals Cove since December 4, 2018. Cambridge finished their six (6) month conditional COPCN with Admirals Cove in July 2019.
Attachment #8 – 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-1.014(a), F.A.C. There must be a 30-day cancellation notice and Palm Beach County shall be shown as the certificate holder with a mailing address of 301 N. Olive Ave, West Palm Beach, FL 33401.  Comment: Cambridge Security Services Corporation Certificate of Liability Insurance meets the minimum_requirements set forth by Section 64J-1.002 F.A.C. and Palm Beach County (PBC) is shown as the certificate holder. The expiration date of the certificate of insurance is September 27, 2020.
Attachment #9 – The Medical Director must be a Florida licensed physician. Provide a copy of a fully executed contract or agreement. Include copies of current DEA and Florida Physician's License. Must meet requirements of 64J-1.004, F.A.C.  Comment: Cambridge Security Services Corporation has provided a current contract with their
Medical Director, Dr. Hillel Zvi Harris. The contract commences on May 23, 2018, and the term  Page 2 of

 $\square$  Attachment #3 – A memorandum of understanding that is executed between the applicant and

explained in the contract shall remain in effect for an initial term of one year and shall automatically renew for successive one year periods, each such period constituting a "Renewal Term". Dr. Hillel Zvi Harris's Medical Director License is current until January 31, 2022 and his Drug Enforcement Administration Certificate is valid until October 31, 2022.
Attachment #10 - A letter from your Medical Director stating your agency has adopted the minimum standard, pre-hospital treatment/transport protocols.
<b>Comment:</b> Cambridge Security Services Corporation Medical Director Dr. Hillel Zvi Harris has provided a signed letter that states as the Medical Director, all pre-hospital evaluation and treatment protocols will be subject to the local EMS Standards currently in place.
<b>Attachment</b> #11 – A letter from your Medical Director stating your agency has adopted the countywide approved Trauma Transport Protocols, as approved by the Palm Beach County EMS Council.
Comment: Cambridge Security Services Corporation's Medical Director Dr. Hillel Zvi Harris has provided a signed letter that he has adopted the minimum standard pre-hospital treatment/transport protocols as approved by the PBC Emergency Medical Services (EMS) Council.
Attachment #12 - The financial information of the applicant to ensure financial ability to provide and continue to provide service to the area. Such financial information shall include copies of the applicant's past two (2) Medicare audits if any. Privately held entities must provide copies of the past three (3) years of audited financial statements of the company and its parent company or holding company, if any. Government entities must provide the past three (3) years Comprehensive Annual Financial Reports via hard copy, or electronically. For purposes of this application, a parent company or holding company shall mean any person, corporation or company holding, owning or in control of more than ten (10) percent stock or financial interest of another person, corporation or company.  Comment: Cambridge Security Services Corporation provided three (3) years of consolidated financial statements for years 2015, 2016, 2107, and a Cambridge Security Services Corporation Florida Balance Sheet as of December 31, 2019. Cambridge Security Services Corporation provided a letter from James D'Arcy, Chief Operating Officer, stating that Cambridge Security Services recently sold all divisions of the company excluding Florida. Their outside accountants are currently working through the transaction and associated year end financials. They expect the process will be completed in the next 30-60 days and will supply financial records. There are no Medicare audits to report.
Attachment #13 - Copy of proposed rate structure, if any.  Comment: No fees will be assessed to any patients of The Bear's Club.
Attachment #14 - Except for current COPCN holders, a summary history of applicant's emergency services performance record, which provides proof that at the time of application, the applicant has demonstrated experience providing ALS or BLS services. Experience providing ALS or BLS services must include experience providing the full continuum of patient care from call initiation, during patient transport and through to final patient transfer to hospital or other final destination. This is not a personal reference for the agency but how the agency had provided ALS or BLS services in the past.
Applicants for Special Secondary Service Provider COPCNs who meet the staff experience requirement set forth herein, but that do not have a summary history of performance providing ALS Services, are eligible for a conditional COPCN.
Comment: Cambridge Security Services Corporation currently has a Special Secondary Service Provider COPCN in PBC with The Club at Admirals Cove since December 4, 2018.
Page $3$ of $4$

vehicle and staff inspections for the last six (6) years including copies of all deficiency reports.  Current COPCN holders need not provide vehicle and staff inspections performed by the Palm Beach County Office of EMS (except deficiencies reports).  Comment: Cambridge Security Services Corporation had their first County inspection for The
Club at Admirals Cove vehicle in January 2019. They will be inspected again in 2020. They were inspected by the State of Florida on December 20, 2019. The new ALS vehicle that will be used for The Bear's Club will be inspected upon receiving the COPCN for that community.
Attachment #16 – Records substantiating the implementation of a formal quality assurance system consistent with Florida Statute Section 401.265 and Rule 64J-1.004(3b), Florida Administrative Code, as may be amended.  Comment: Cambridge Security Services Corporation has provided documentation stating they
have a formal quality assurance system in place.
<b>Attachment</b> #17 - A memorandum of understanding for radio communications that is executed between the applicant and Palm Beach County. (PBC Facilities Development and Operations Dept.)
<b>Comment:</b> Cambridge Security Services Corporation is a current PBC COPCN holder with a current PBC Radio Communications MOU with the community of Admirals Cove. It is not necessary that a second radio agreement be obtained for another community.
Attachment #18 – The applicant must provide a certified letter from the COPCN Holder's Chief Executive Operating Office or Fire Chief that the applicant has met all applicable federal, state and local requirements pertaining to the delivery of EMS.
<b>Comment:</b> A letter from Cambridge Security Services Corporation Chief Executive Officer, Ethan Lazar states that Cambridge Security Services has met all the requirements of the PBC EMS Ordinance as codified in the PBC Code of Laws and Ordinances as well as the requirements of the operation of emergency service as provided for in F.S., Chapter 401, Part III and Chapter 64J, Florida Administrative Code.
<b>Attachment</b> #19 - A non-refundable application fee in the amount of five-hundred dollars (\$500.00) made payable to: "Palm Beach County Board of County Commissioners. <b>Comment</b> : Cambridge Security Services Corporation provided check# 5179 for \$500.00 as payment for their COPCN for The Bear's Club.

# **Staff Recommendation**

The Department of Public Safety, Division of Emergency Management (DEM) has reviewed Cambridge Security Services Corporation's application and recommends approval of a Special Secondary Service ALS Provider - Non-Transport COPCN for The Bear's Club POA.



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



# APPLICATION FOR SPECIAL SECONDARY SERVICE PROVIDER CERTIFIFICATE OF PUBLIC CONVENIENCE AND NECESSITY (COPCN)

## Section 1: SERVICE ENDORSEMENT

<u>SPECIAL SECONDARY SERVICE PROVIDER</u> (Private Community – provides non-transport initial ALS services pursuant to a contract with a community association until the Primary COPCN Provider arrives)
Applying for Special Secondary Service Provider renewal COPCN
Applying for new Special Secondary Service Provider X_COPCN
Special Secondary Service Provider COPCN term fromto
Section 2: AGENCY INFORMATION
1. Name of agency <u>CAMBRIDGE SECURITY SERVICES</u>
Mailing address 5100 N FEDERAL HWY., STE 405, FORT LAUDERDALE FL 33308
Base station address 860 US-1 #210, NORTH PALM BEACH, FL 33408
Phone # <u>954-320-4407</u>
Agency is public sector private sector _X_
2. Chief's / Manager's / name JAMES J. D'ARCY, CHIEF OPERATING OFFICER
3. Medical Director's name DR. HILLEL ZVI HARRIS, MD
Medical Director's business address 5258 LINTON BLVD., STE #206, DELRAY BEACH, FL 33484
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.)

## **Section 3: ATTACHMENTS REQUIRED**

- 6. Applicants shall submit the application for COPCN as set forth in Section 8 of the Palm Beach County Ordinance 2017-020 and satisfy all requirements therein, and in addition, applicants shall also provide satisfactory completion of the following requirements. Please be sure to include with the Application, as separately numbered Attachments in a 3 ring binder, the following:
  - 1. 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), contractual agreements, and Community Association contracts allowing your agency to provide medical response services to any municipality or community.
  - 2. The affected Community Association must submit a letter of request prepared and signed by an authorized representative indicating the dates of service coinciding with the effective date and the expiration date of the contract between the Community Association and the applicant. The expiration date may be amended upon renewal of the contract by submitting an updated letter of request to the Administrator. The Community Association shall notify the Administrator of an early termination, or of an extension of the contract.
  - 3. A memorandum of understanding that is executed between the applicant and the Primary COPCN Holder.
  - 4. Medical Protocols approved by the Primary COPCN Holder's Medical Director for the applicable Area.
  - 5. Copy of current State EMS license(s) and/or current COPCN, if any.
  - 6. 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, if any.
  - 7. 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.
  - 8. 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.
  - 9. 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.
  - 10. 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.
  - 11. The financial information of the applicant to ensure financial ability to provide and continue to provide service to the Area. Such financial information shall include copies of the applicant's past two (2) Medicare audits if any. Privately held entities must provide copies of the past three (3) years of audited financial statements of the company and its parent company or holding company, if any. A parent company or

holding company shall mean any person, corporation or company holding, owning or in control of more than ten (10) percent stock or financial interest of another person, corporation or company. Government entities must provide the past three (3) years Comprehensive Annual Financial Reports via hard copy, or electronically.

- 12. Copy of proposed rate structure, if any.
- 13. Except for current COPCN Holders a summary history of applicant's Emergency Services performance record, which provides proof that at the time of application, the applicant has experience providing ALS or BLS Services. This is not a personal reference for the agency but how the agency had provided ALS or BLS services in the past.
- 14. The applicant must have at least one (1) supervisory or higher, level employee who possesses a minimum of three (3) years of experience in pre-hospital ALS Services.
- 15. Disclosure of litigation involving Patient care, for the past six (6) years which resulted in a judgement, award, or finding in favor of a Patient or the complaining party, including case number, nature of the claim and allegations, and a copy of final judgment or award. The Administrator may request additional information regarding the litigation.
- 16. Proof of satisfactory completion of all federal, state, and/or local agency vehicle and staff inspections for the last six (6) years including copies of all deficiency reports. Current COPCN Holders need not provide vehicle and staff inspections performed by the Department (except deficiencies reports).
- 17. Records substantiating the implementation of a formal quality assurance system consistent with Florida Statute Section 401.265 and Rule 64J-1, Florida Administrative Code, as may be amended.
- 18. A copy of a Federal Communication Commission (FCC) license authorizing your radio communication system operation.
- 19. A non-refundable application fee in the amount of five-hundred dollars (\$500.00) made payable to: "Palm Beach County Board of County Commissioners."
- 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, 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 inspection permit-fee of one hundred fifty dollars (\$150.00) per-vehicle shall be paid for any EMS vehicle or ambulance utilized in Palm Beach County.

COPCN's for Special Secondary Service Providers are issued for a term that <u>terminates</u> <u>automatically</u> upon the termination or expiration of the COPCN Holder's contract for service with the Community Association, or upon notice of termination of service from the Community Association.

I, the undersigned authorized 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.

Printed / Typed Name of Agency Representative

Signature

Date

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing Application was acknowledged before me this day of day of , 2018,9 by day., who is personally known to me or who has produced take an oath.

Signature

Notary Seal:



# Addendum to Service Agreement

#### Security Services:

For good value, this Addendum is made by and between Cambridge Security Services ("Company") corporation and <u>THE BEAR'S CLUB POA.</u> ("Client").

Whereas the Client has requested a change in their service(s).

Whereas the Company will adjust bill rates accordingly and as follows:

Post	Hours		Rate	Weekly	97. 77	Anı	wally	Note
Ops 1	168	\$	23.50	\$	3,948.00	\$	209,244.00	24/7
Ops 2	87.5	\$	23,50	\$	2,056.25	\$	53,462.50	Off Season
Ops 2	112	\$	23.50	\$	2,632.00	\$	71,064.00	In Season
Paramedic	168	\$	32,00	\$	5,376.00	\$	284,928.00	24/7
Patrol	168	\$	23,50	\$	3,948.00	\$	209,244.00	24/7
Director		$\Box$	Salaried			\$	85,000.00	
Patrol Vehicles		\$	1,350.00			\$	32,400.00	2 Vehicles
Ops 1 Support	20	\$	23.50	\$	470.00	\$	12,220.00	In Season - 26 weeks
Ops 2 Support	20	\$	23.50	\$	470.00	\$	12,690.00	Off Season - 27 weeks
				Sub To	tal	\$	970,252.50	
				Tax		\$	67,917.68	
				Total		\$	1,038,170.18	
				Month	y	\$	86,514.18	

This addendum shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives.

The parties reaffirm no other terms or conditions of the above-mentioned original contract not hereby otherwise modified or amended shall be negated or changed as a result of this here stated addendum.

IN WITNESS WHEREOF, the Client and the Company have executed this addendum as of the date first written below.

THE BEAK'S CLUB POA

1.

te: 1/23/2020

Print Name:

CAMBRIDGE SECURITY SERVICES CORPORATION

13.17

Date 1-271-207 A

Print Name:

This pricing will take effect once the paramedic program is in place. Until then, the monthly billing will reflect a supervisor rate of \$27.00 per hour, for a monthly total of \$82,544.48. Please see Emibit A, included with this Addendum.

Exhibit A to Addendum (Supervisor vs. Paramedic Rate)								
	Hours		Bill Rate		Weekly		Annually	
Ops 1	168	\$	23.50	\$	3,948.00	\$	209,244.00	24 hours a day 7 days a week
Ops 2	87.5	\$	23.50	\$	2,056.25	\$	- 53,462.50	6:30am-6:00pm (round to 12 hrs)
Ops 2	112	\$	23.50	\$	2,632.00	\$	71,064.00	
Medic/Supervisor	168	\$	27.00	\$	4,536.00	\$	240,408.00	24 hours a day 7 days a week
Patrol Officer 1	168	\$	23.50	\$	3,948.00	\$	209,244.00	24 hours a day 7 days a week
Director	40	\$	85,000.00			\$	85,000.00	
Vehicles	2	\$	1,350.00			\$	32,400.00	
Ops 1 Support	20	\$	23.50	\$	470.00	\$	12,220.00	In season 26 weeks
Ops 2 Support	20	\$	23.50	\$	470.00	\$	12,690.00	Off season 27 weeks
				Sub		\$	925,732.50	
				Tax		\$	64,801.28	
				Tota	ıl	\$	990,533.78	divided by 12 = \$ 82,544.48

The Bear's Club POA

Signature

Printed Name

Date

Cambridge Security Services

Signature

Printed Name

Date

#### CAMBRIDGE SECURITY SERVICES CORP.

#### SERVICE AGREEMENT

greement made as of this the today of 11 2018 by and between THE READ

Agreement made as of this the day of March, 2018 by and between THE BEARS CLUB POA having its offices at 103 BEARS CLUB DRIVE, JUPITER, FL 33347 (hereinafter "Client"), and CAMBRIDGE SECURITY SERVICES CORP., a Florida Corporation having its offices at 5100 N. FEDERAL HWY, FORT LAUDERDALE, FL 33308 (hereinafter "Security Contractor").

WHEREAS, Security Contractor is in the business of furnishing security in the form of guard services to protect persons and property and represents that it is fully licensed and equipped to provide the same,

WHEREAS, Client desires security contractor to provide security services for THE BEARS CLUB POA (hereinafter "Project Sites"), and the Security Contractor desires to provide such security; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto agree and contract with each other as follows:

#### I. Scope of Services

- A. Security Contractor agrees that the services furnished under this agreement shall be in conformity with practices which are generally current in the security industry; and the parties agree that contractor does not represent and cannot warrant that the services furnished will prevent or minimize the likelihood of loss. Contractor's responsibility is solely limited to providing physical security services.
- B. Security Contractor shall provide security guard services as requested by the client at the location listed above according to the schedule attached hereto, as Exhibit A.
- C. All security guards shall be trained and licensed in compliance with applicable state and federal laws. The Security Contractor will provide the aforementioned training.
  - 1. Security Contractor's employees will attend regular and ongoing training sessions as agreed with client.
- D. Security Contractor shall cause a criminal identification check to be made on each security guard employed herein, in compliance with Florida State law.
- E. Security Contractor shall provide all uniforms and equipment necessary or desirable to perform its responsibilities hereunder. Each guard will be attired in an approved uniform as agreed with Client.
- F. Any and all property, equipment, supplies, and materials furnished by the Security Contractor hereunder and placed at or on any of the sites described in this agreement shall remain the property of the Security Contractor and Security Contractor shall at all times during and after the term of this Agreement have the sole and exclusive right to install, maintain, replace, and remove such property, equipment, supplies, and materials.
- G. Security Contractor is an Equal Opportunity Employer and does not discriminate in the hiring, promotion, or enforcement of its policies and procedures on the basis of race, color, creed, sex, age, marital status, religion, or national origin and complies with all known pertinent laws, Executive Orders and regulations.
- H. Security Contractor will not place or otherwise assign any employee to the client site who has been convicted of or charged with an indictable crime in any jurisdiction.
- I. Security Contractor will take commercially reasonable steps to ensure employees do not smoke, eat or drink while on duty.
- J. All employees of Security Contractor will submit to a 5 panel drug test. Only employees

who have tested 'negative' will be placed or assigned to the project site.

- K. Persons with known mental health issues shall not be placed or assigned to the project site.
- L. Client may review personnel files of Security Contractor's employees that are assigned to the project site; unless prohibited by law. Client shall provide Security Contractor a minimum of 48 hours to comply with such review.
- M. Client may request, at any time and for any reason, that a Security Contractor employee be removed from the project site immediately.
- N. Corporate Officers of Security Contractor shall meet regularly, as agreed with Client to review current security issues, service quality and forecast future needs.
- O. Security Contract will conduct annual vulnerability assessments and report findings to
- P. Security Contractor shall maintain any and all licenses necessary to operate its business, for itself and its employees. Upon request, copies shall be furnished to Client.

## II. Provision for Payment and Duration of Services

- A. For performance of all services hereunder, the Client shall pay the Security Contractor according to the following rate schedule: See Exhibit A.
- B. The Security Contractor will pay all wages and salaries of the security guard, as well as all Employers' Federal, State, City and Social Security taxes, Federal and State Employment taxes. Security Contractor will pay for and provide employee benefits to each employee, at no cost to Client, as specified on Exhibit A.
- C. Client shall make payments to the Security Contractor based upon Exhibit A, Rates Schedule. Security Contractor shall prepare and forward the billing to the Client for payment. Security Contractor will provide proper documentation for billing including the number of security guards and the hours performed by these employees. The Security Contractor's terms for payment are net upon receipt and will not exceed 30 days. Any dispute or claim regarding the amount of an invoice or the underlying services rendered must be received by Security Contractor in writing from the Client within twenty (20) days from the invoice date setting forth the nature of the dispute and including all supporting documentation, or such claim or dispute shall for all purposes be deemed waived by the Client.
- D. Client agrees to pay a late fee of 1-1/2 % per month (or any part thereof) plus all collection and attorney fees and costs which may be incurred by the Security Contractor in the collection of any invoice(s) not paid pursuant to the terms of this Agreement.

#### III. <u>Insurance Requirements</u>

The insurance maintained hereunder will be provided by insurers acceptable to Client and Security Contractor will provide confirmation thereof. Security Contractor shall name Client and its designees as additionally insured under all policies.

- A. The Security Contractor shall secure and maintain the following insurance coverage:
  - Workmen's Compensation and Employers Liability Insurance, as required by state law.
  - 2. Comprehensive General Liability Insurance in an amount not less than \$5,000,000 for per occurrence, \$10,000,000 general aggregate.
  - Umbrella Liability Insurance with limits of insurance not less than \$5,000,000 per occurrence / aggregate.
  - 4. Medical malpractice insurance in a total amount of \$10,000,000 per occurrence.

# 4/ /18



#### IV. Term

A. Security Contractor shall provide security services commencing 3/22/2018 (however, the paramedic portion of these services shall commence not later than August 1, 2018) and ending on April 1, 2021, subject to the provision below regarding early termination.

B. Notwithstanding the foregoing, Client may terminate this Agreement at any time with or without cause upon 30 (thirty) days written notice to Security Contractor that its services will no longer be needed; and Security Contractor may terminate this agreement for any reason upon thirty (30) days prior written notice or upon seventy-two (72) hours prior written notice in the event of non-payment of any monies due hereunder.

## V. Miscellaneous Provisions

A. NOTICE - Any notice, statement, or demand which by a provision of this Agreement is required or permitted to be given or served shall be deemed so given or served on the date delivered to the addressee at its address as given on Page 1 of this Agreement, by hand or by United States certified or registered mail, return receipt requested. Either party may change its address by giving notice thereof to the other party.

B. CAPTIONS AND DEFINITIONS - The captions to the paragraph in this Agreement are included for convenience only and are not intended and shall not be deemed to modify or explain any of the tarms of this Agreement.

explain any of the terms of this Agreement.

C. GOVERNING LAW - This Agreement shall be governed by and in all respects construed in accordance with the laws of this State of Florida.

#### VI. Indemnification

Security Contractor shall indemnify, and hold harmless, Client, its employees, officers, directors and members from and against any damage, claim, liability, or expense to the extent cause by negligence, misconduct or other fault, whether through action or omission, of Security Contractor or employees of Security Contractor in connection with its performance under this agreement or while onsite at project site. This indemnification by Security Contractor shall survive termination of this agreement.



#### VII. Arbitration for Payment Disputes; Venue

A. In the event Cambridge Security Services Corp. and THE BEARS CLUB POA are unable to anticably resolve a dispute regarding payments of regular amounts due under Exhibit A, Cambridge Security Services Corp. and/or/ THE BEARS CLUB POA shall have the right to demand binding arbitration by noticing the other party of its determinations to do so, and said notice shall detail the contentions of the noticing party in the nature of a complaint in an action at law and shall appoint an arbitrator advocate and serve opposing contentions in the nature of an answer, counterclaim, set-off, in an action at law.



Immediately thereafter, the arbitrator advocate for each party shall jointly select a third arbitrator whereupon such claims shall be submitted to binding arbitration for the entering of an appropriate award. In the event the arbitrator advocates of the parties are unable to select a third arbitrator, the parties agree to submit the dispute to an arbitrator appointed by and pursuant to the rules of the American Arbitration Association. A Court of competent jurisdiction in the State of Florida shall enter judgment containing the Arbitrator's award. Any portion of the award in favor of Cambridge Security Services Corp. for non-payment in whole or in part of any invoice shall bear interest at the rate of 1.5% per month from the date said payment was due.

B. All disputes hereunder (other than disputes resolved through arbitration per paragraph A) shall be resolved in a court of competent jurisdiction in Palm Beach County, Florida.

#### VIII. Attorney Fees

In any dispute hereunder, the prevailing party shall be entitled to reasonable attorneys' fees and costs. The obligation to pay attorneys' fees shall apply to fees incurred both before and after any judgment is recovered and shall include any and all fees incurred on appeal.

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#### XI. Force Majeure

Neither part shall be liable for any delay in, or failure of, its performance of any of its obligations of the Agreement if such delay or failure is cause by events beyond the reasonable control of the affected party, including but not limited to any acts of God, governmental embargoes, restrictions, quarantines, strikes, riots, wars, or other military action, civil disorder, acts of terrorism, rebellions or revolutions, fires, floods, vandalism, sabotage, or States of Emergencies.

#### X. Non Solicitation of Security Contractor' Employees: Injunction; Damages

The Security Contractor has expended time, resources, and money training its employees and any employment of such employees by the Client will harm and damage the Security Contractor.

The Client acknowledges and agrees that the Security Contractor will be harmed and damaged if the Client employs the security Contractor's employees, and therefore the Client covenants and agrees that at no time during the term of this Agreement, nor during the 180 day period immediately following the termination of this Agreement, will the Client employ or to seek to employ any person employed at that time by the Security Contractor.

The Client acknowledges that the Security Contractor relies upon the provisions of this article and that the measure of damages will be difficult to ascertain in the event of a breach of this article. Therefore, the Client agrees that in the event of any breach of the provisions of this article, the Client will pay the Security Contractor the sum of \$5,000.00 as liquidated damages for each breach and, in addition, thereto, the Security Contractor shall be entitled to an injunction preventing the Client from doing any act that would be in breach of this article.

#### XI. Minimum Wage

It is expressly understood and agreed by both the Client and the Security Contractor that when the City, County, State and/or Federal Minimum Wage is increased, and that increased hourly wage is greater than the Security Contractors current hourly pay rates to its employees at the site project, the Security Contractor will have the right as directed by law to increase the pay rates to its employees to meet the new minimum wage, and accordingly the Security Contractor will have the right to raise its billing rate to the Client at a rate of .35 cents per hours for every .25 cents per hour increase given to the Security Contractors employees at the project site to meet minimum wage. If the Client does not agree to the increased costs, the Client must provide at least seven (7) days written notice to the Security Contractor prior to the new minimum wage increase, and the Security Contractor will have the right to terminate services at the project site(s), upon giving the Client six (6) days written notice.

IN WITNESS WHEREOF, the Client and Security Contractor have executed this agreement as of the date first written above.

THE BEARS CLUB POA

BY: Aayd. Dellers
Print Name: GARYL. Sellers
Date: 6 April 2018

CAMBRIDGE SECURITY SERVICES CORP.

# **EXHIBIT A**

# The Bears Club POA

# Financial Analysis

#### Security Services:

Cambridge Security Services will provide the highest caliber security staff available anywhere for the unique needs and requirements of The Bears Club POA. Please see the charts below for personnel categories, hours, and any specialized equipment we propose to you.

#### Option A (no Paramedic Program)

POMBON	WEEKLY HOURS	PAY KATE	BILL DATE	AMNUAL
Security Director (salaried)	40	\$63K per annum	\$85K per annum	\$85,000.00
Supervisors	168	\$18,00	\$27.00	\$240,408.00
Security Officers	504	\$14 - \$16.00	\$23,50	\$627,732.00
Sub-total	712			\$953,140.00
Sales Tax				\$66,719.80
Year One Total			•	\$1,019,859.80

#### Option 8 (Paramedics in lieu of Supervisors)

POSTICH	WEEKLY DO HOS	PAYEAS	BLI DATE	Appli(A)
Security Director (salaried)	40	\$63K per annum	\$85K per annum	\$85,000.00
Paramedics	168	\$19 - \$21.00	\$32.00	\$284,928.00
Security Officers	504	\$14 - \$16.00	\$23.50	\$627,732.00
Sub-total	712			\$997,660.00
Sales Tax			•	\$69,836.20
Year One Total				\$1,067,496.20

Variance Opt. A vs 8	•	\$47.636.40
Tariance oper A 130	· · · · · · · · · · · · · · · · · · ·	977,000.70

<sup>\*</sup>all staff will be licensed, uniformed, unarmed and First Responder Certified (AED/CPR + First Aid). However, the above personnel can be armed instead, at your direction, at no increased cost. The choice is yours.

<sup>\*\*</sup>Cambridge will pay for security license renewals of all full-time staff members who have served satisfactorily for a minimum of nine (9) consecutive months at The Bear's Club. Further, Cambridge will pay for the Security Director's professional wardrobe, appropriate memberships, and appropriate licenses.

<sup>\*\*\*</sup> there will be a one-time, at-cost pass through of approximately \$40,000 for medical supplies. Resupply of used or expired supplies/meds will be billed at the same pass-through costs. All equipment and supplies remain the sole property of The Bear's Club POA. Equipment/supplies list includes — advanced defibrillator, automatic CPR machine, trauma bag, airway bag, laryngoscope, suction unit, pulse oximeter, drugs, meds box, backboard, and general equipment and supplies.

# The Bears Club POA

Financial Analysis - page 2

Cambridge Security Services will also provide to each employee assigned to the project site, at no additional cost to the Client, the following benefits:

- No lapse in medical benefits for all former employees of the Client.
- Free enrollment into the Company's MEC Healthcare Plan. Cambridge Security Services offers a full suite of Healthcare options to it's employees. Officers electing to participate in the MEC Enhanced plan will have 37% of the cost paid for by the Security Contractor. Officers electing to participate in the Cigna 5000 plan will have 35% of the cost paid for by the Security Contractor.
- Eligibility to participate in United Healthcare vision insurance for \$6/mo. and United Healthcare Dental insurance for \$21,66/mo.
- Longevity will be carried over for all former employees of the Client.
- Vacation time according to the following schedule:
  - 1 5 years of service: 1 week
     5 10 years of service: 2 weeks

  - 15+ years of service: 3 weeks
- Nine (9) Holidays paid at time and one-half. All staff working said holidays will be paid time and one-half their normal pay rate.
- Opportunity to invest in the Company's 401(k) plan (currently not matching).
- Tickets at Work Corporate Benefits Program discounted entertainment, travel, shopping and dining.
- Reimbursement for professional license renewal.



# THE BEAR'S CLUB PROPERTY OWNERS' ASSOCIATION, INC.

October 7, 2019

Palm Beach County Department of Public Safety Office of Emergency Medical Services 20 South Military Trail West Palm Beach, FL 33415

To Whom It May Concern,

Please know that The Bear's Club POA has entered into a Service Agreement with Cambridge Security Services Corporation, effective March 1, 2018 and renewing each year. The Bear's Club POA requires that Cambridge Security Services, along with security services, deliver an ALS Non-Transport program. Cambridge Security Services will apply for a new COPCN for this property.

Respectfully

Keith D. Cote

Chief Operating Officer

The Bear's Club

Property Owners' Association

# MEMORANDUM OF UNDERSTANDING BETWEEN PALM BEACH COUNTY FIRE RESCUE AND CAMBRIDGE SECURITY SERVICES CORPORATION

This Memorandum of Understanding (hereinafter the "MOU") is hereby entered into on January 24,2020 , between Palm Beach County Fire Rescue (hereinafter referred to as "PBCFR"), whose address is 405 Pike Road, West Palm Beach, Florida 33411, and Cambridge Security Services Corporation (hereinafter referred to as "Special Secondary Service Provider"), whose address is 5100 North Federal Highway, Suite 405, Fort Lauderdale, Florida 33008, 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 64J-1, as part of Special Secondary Service Provider's service contract with The Bear's Club POA, exclusively within the boundaries of the development known as The Bear's Club (hereinafter referred to as "the Community"), located in Jupiter, Florida. This MOU shall also satisfy the requirements of Section 401.435(2), Florida Statutes, and Section 13-22(b) of the Palm Beach County Code.

#### Dispatch Protocols:

PBCFR and Special Secondary Service Provider are routinely dispatched and respond to 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 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 shall assure that all its personnel who may receive patient information or other protected health information from PBCFR, including from Dispatch, complete a HIPAA training program provided by, or otherwise approved by, PBCFR.

# 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) Service 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. 64J-1. Special Secondary Service Provider will only function as an ALS Service 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. Special Secondary Service Provider shall comply with all requirements of Chapter 401, Florida Statutes, F.A.C. Chapter 64J-1, and Chapter 13, Article II, Division 1 (EMS Ordinance) of the Palm Beach County Code, as applicable to ALS Services by Special Secondary Service 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. 64J-1. 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 F.A.C. Section 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:

Special Secondary Service Provider must obtain and maintain a Special Secondary Service Provider Certificate of Public Convenience and Necessity (COPCN) to provide non-transport ALS Services within the Community until PBCFR arrives. This MOU shall take effect upon issuance of Special Secondary Service Provider's 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 13-22(b) 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.

(The remainder of this page intentionally left blank)

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

PALM BEACH COUNTY FIRE RESCUE

By: // )/ Reginald K. Duren

Fire Rescue Administrator

APPROVED AS TO TERMS AND CONDITIONS

A

Charles Coyle, Division Chief Medical Services Division Kenneth A. Scheppke, M.D.

Medical Director

WITNESSES:

By: Miller Wille

Print Name: Emilia Warte

Print Name: Suseth Herwindez

CAMBRIDGE SECURITY SERVICES CORPORATION

**Medical Director** 

James D'Arcy



# EMS OPERATIONS MEMO

TO:

All Paramedic Staff Members

FROM:

Dr. Hillel Z. Harris, MD, FACEP, Medical Director

RE:

Pre-Hospital Treatment Protocols

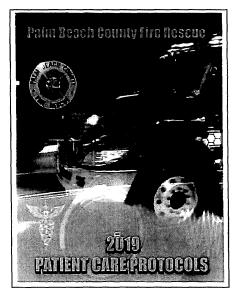
Date:

October 8, 2019

Page:

1 of 1

Cambridge Security Services and I have adopted the 2019 Patient Care Protocols as approved and published by Palm Beach County Fire Rescue and its Medical Director.



A copy of those protocols is on file at each post, ALS vehicle or available upon request to the Director of Security.

Should you have any questions or concerns, please do not hesitate to contact me at 561-819-2988.

Hillei Harris. M.D



# STATE OF FLORIDA **DEPARTMENT OF HEALTH BUREAU OF EMERGENCY MEDICAL OVERSIGHT**

#### ADVANCED LIFE SUPPORT SERVICE LICENSE

CAMBRIDGE SECURITY SERVICES	Provider Number #: <u>10010</u>
Name of Provider	
860 U.S. 1, SUITE 210, NORTH PALM BEACH, FLORIDA 33408	
Address	
r 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, and rvice subject to any and all limitations specified in the applicable Certificate Necessity and/or Mutual Aid Agreements for the County(s) listed below:	(s) of Public Convenience and
PALM BEACH	
County(s)	
	Name of Provider  860 U.S. 1, SUITE 210, NORTH PALM BEACH, FLORIDA 33408-Address  401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, and rvice subject to any and all limitations specified in the applicable Certificate Necessity and/or Mutual Aid Agreements for the County(s) listed below:  PALM BEACH

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

THIS CERTIFICATE EXPIRES ON: 12/12/2020

This certificate shall be posted in the above mentioned establishment



## **Lynette Schurter**

From:

Lynette Schurter

Sent:

Monday, May 18, 2020 9:18 AM

To:

Quintonian Alexander

Subject:

RE: question about vehicle for The Bears Club

Thank you Quintonian

Lynette

From: Quintonian Alexander < qalexander@cambridgesecurityservices.com>

Sent: Friday, May 15, 2020 3:35 PM

To: James D'Arcy <jdarcy@cambridgesecurityservices.com>; Lynette Schurter <lschurter@pbcgov.org>

Subject: RE: question about vehicle for The Bears Club

\*\*\*\*\*\* Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. \*\*\*\*\*\*

Good afternoon, The Bear's Club Patrol Vehicle

2013 Ford Explorer 1FM5K8AR1DGB84613

#### Quintonian Alexander

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9 43 5 7 7 4 4477

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From: James D'Arcy <<u>idarsy@camondgesecuncyservices com</u>>

Sent: Friday, May 15, 2020 2:53 PM

To: Lynette Schurter < <u>เรองนารอาติสตร์เรื่อง อารู</u>>; Quintonian Alexander < <u>qa ลาลาสอาสอาติรสกรา และสออนนาวรอย sector</u>>

Subject: Re: question about vehicle for The Bears Club

Quintonian, can you please provide the year, make, and model, as well as the Vin number for the interceptor that will be assigned to The Bear's Club?

Jim D'Arcy Chief Operating Officer



Last Name	First Name	Address	Address 2	City	State	Zip	License #	Exp. Date	Account
Roselli	Robert J.	4657 Fountains Drive	Apt. 202	Lake Worth	FL	33467	PMD515970	12/1/2020	The Bear's Club
Douglas	Tanya S.	4307 Brewster Lane		West Palm Beach	FL	33417	PMD523352	12/1/2020	The Bear's Club
Jackson	Jonathan D.	210 Cantania Way		Royal Palm Beach	FL	33411	PMD527793	12/1/2020	The Bear's Club
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# ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/25/2019

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	CONTACT Amanda Duke					
The Mechanic Group	PHONE (845) 735-0700 FAX (A/C, No. Ext): (845) 7	35-8383				
One Blue Hill Plaza	E-MAIL ADDRESS: aduke@mechanicgroup.com					
Suite 530	INSURER(S) AFFORDING COVERAGE	NAIC#				
Pearl River NY 10965	INSURER A: Allied World Surplus Lines	24319				
INSURED	INSURER B: Hartford Fire Insurance Co.	19682				
Cambridge Security Services Corp.	INSURER C:Liberty Insurance Underwriters Inc	19917				
5100 North Federal Highway	INSURER D: The Hartford	29424				
Suite 405	INSURERE:Carolina Casualty Insurance Co					
Fort Lauderdale FL 33308	INSURER F:					
COVERAGES CERTIFICATE NUMBER:CL1992518	388 REVISION NUMBER:					

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Đ	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.											
NSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	(P YY) LIMITS			
	x	COMMERCIAL GENE	RAL L	IABILITY						EACH OCCURRENCE	\$	1,000,000
A		CLAIMS-MADE	x	OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
	x	ERRORS & OMIS	SSIC	2NC			5200-2326-01	9/27/2019	9/27/2020	MED EXP (Any one person)	\$	10,000
										PERSONAL & ADV INJURY	\$	1,000,000
	GEN	I'L AGGREGATE LIMIT	APPL	IES PER:						GENERAL AGGREGATE	\$	5,000,000
	X	POLICY PRO-	L	FOC						PRODUCTS - COMP/OP AGG	\$	5,000,000
1		OTHER:									\$	
В	AUT	OMOBILE LIABILITY					16UENBK6617	7/19/2019	7/19/2020	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
ŧ		ANY AUTO								BODILY INJURY (Per person)	\$	
		ALL OWNED X	SC	HEDULED TOS	1					BODILY (NJURY (Per accident)	\$	
A	X	HIRED AUTOS X		N-OWNED ITOS		l	5200-2326-00 - HIRED €	9/27/2019	9/27/2020	PROPERTY DAMAGE (Per accident)	\$	
L			]_			<u>L</u>	NON OWNED				\$	
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C	x	EXCESS LIAB		CLAIMS-MADE						AGGREGATE	\$	10,000,000
<u> </u>		DED RETENT	ION \$				1000229074-04	9/27/2019	9/27/2020		\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  X PER OTH- ER STATUTE ER												
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?			ECOLINE 1/N	N/A					E.L. EACH ACCIDENT	\$	1,000,000
D	D (Mandatory in NH)  If yes, describe under					16WEOY1154	9/27/2019	9/27/2020	E.L. DISEASE - EA EMPLOYE	s	1,000,000	
	DES	CRIPTION OF OPERAT	TIONS	below		<u> </u>				E.L. DISEASE - POLICY LIMIT	\$	1,000,000
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	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)											
K.E.	RE Location: The Bear's Club POA, 250 Bear's Club Drive, Jupiter, FL 33477.											
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CE	CERTIFICATE HOLDER CANCELLATION											

County Of Palm Beach	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
Mi	Michael Lehner/AMERPS

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ACORD 25 (2014/01) INS025 (201401) The ACORD name and logo are registered marks of ACORD

#### MEDICAL DIRECTOR AGREEMENT

This Agreement ("Agreement") is entered into as the date upon which it is executed below by all parties hereto (the "Effective Date"), said parties being Cambridge Security Services, Inc. ("Cambridge") and Hillel Harris, M.D. ("Physician").

WHEREAS, Cambridge is in the business of providing security services;

WHEREAS, certain of Cambridge's clients require Cambridge to contract with a Floridalicensed physician to serve as Medical Director providing medical supervision for the daily operations and training of Cambridge's emergency medical services; and

WHEREAS, Physician is duly licensed by, and in good standing with, the appropriate licensing agency for the State of Florida and qualified to render professional medical services as may be necessary and desirable in the performance of this Agreement, and more particularly, in emergency medicine; and

WHEREAS, Cambridge desires to engage Physician as an Independent Contractor to serve as Cambridge's Medical Director and to perform the services described herein and Physician desires to enter into this Agreement to serve as the Medical Director for Cambridge; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the parties hereby agree as follows:

#### Section 1. Retention of Physician; Conditions Precedent to Retention and Continued Retention.

- (a) <u>Retention of Physician</u>. Cambridge agrees to retain and continue to retain Physician as Medical Director as of the Effective Date pursuant to the terms of this Agreement.
- (b) <u>Licensure: Registrations: Experience</u>. At all times during which this Agreement is in effect, Physician shall have and maintain in good standing a currently valid and unrestricted license to practice medicine in the State of Florida and Physician certifies that as of the Effective Date of this Agreement, he has practiced Emergency medicine in the State of Florida for at least three years.
- (c) <u>Copy of Licensure</u>. Upon execution of this Agreement by Physician and upon request by Cambridge from time to time, Physician shall provide Cambridge with a copy of Physician's licensure and registrations evidencing compliance with Section 1(b).
- (d) <u>Board Certifications</u>. At all times during the term(s) of this Agreement, Physician shall be Board Certified in Emergency Medicine. Upon request, Physician shall provide Cambridge with a copy of Physician's board certification evidencing compliance with this Section 1(d).
- (e) <u>Medical Association Participation</u>. At all times during the term(s) of this Agreement, Physician shall actively participate in the Palm Beach County Medical Directors Association. Upon request, Physician shall provide Cambridge with documentation evidencing compliance with this Section 1(e).

#### Section 2. Responsibilities of Physician.

- (a) <u>Services</u>. Physician shall be available to serve as Cambridge's Medical Director and to provide the services mutually agreed upon by the parties (collectively, the "Services").
- (b) <u>Standards</u>. Physician shall provide the Services and conduct activities in accordance with (i) the then currently accepted methods and practices (including codes of ethics) of the American Medical Association and the appropriate state licensing authority for physicians; (ii) any applicable Cambridge bylaws, policies and procedures as provided or made available to Physician in writing.
- (c) <u>Availability and Location</u>. Cambridge and Physician shall agree upon the dates and times at which Physician shall perform the Services hereunder, which the parties acknowledge and agree shall be sufficient to satisfy Cambridge's obligations to its clients and customers.

#### Section 3. Nature of Relationship.

- (a) <u>Capacity/Independent Contractor</u>. Physician, in its relation to Cambridge, shall at all times be an independent contractor, and neither Physician, nor any of his employees, agents or assistants shall, under any circumstances, be deemed to be the employees or agents of Cambridge. The parties acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.
- (b) <u>Non-Exclusivity</u>. Physician shall be free to operate its business as it deems appropriate and may provide services to the general public provided the provision of such services do not interfere with Physician's obligations under this Agreement. Nothing in this Agreement shall prohibit Physician from entering into relationships with other entities, including hospitals, medical practices or associations, or health care groups, provided such relationships do not interfere with Physician's obligations under this Agreement.

#### Section 4. Responsibilities of Cambridge.

- (a) <u>Means of Providing Services</u>. Physician shall be responsible for providing any and all facilities, equipment and supplies necessary to perform the services under this Agreement.
- (b) <u>Personnel</u>. Physician shall employ, terminate and reinstate, as it deems appropriate, such non-medical personnel as it deems necessary to perform the services under this Agreement.

#### Section 5. Physician's Fee.

- (a) Annual Fee for Physician's Services. For Physician's provision of the Services described herein, Cambridge shall pay Physician \$10.000.00 annually. This payment shall be paid in monthly installments, each installment being due within ten (10) days of Cambridge's receipt of Physician's invoice for services rendered in the preceding month.
- (b) <u>Ineligibility for Employment or Other Benefits</u>. The parties acknowledge that Physician shall not be eligible for sick leave, vacation pay, health benefits, retirement benefits or other employee benefits provided to Cambridge employees. Cambridge is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment tax, unemployment compensation, workers' compensation, or insurance premiums on Physician's behalf.

#### Section 6. Insurance.

- (a) <u>Coverage</u>: Cambridge shall provide Paramedic and Medical Director Insurance covering the Services to be provided under this Agreement in the minimum amounts of \$1,000,000 per occurrence and \$5,000,000 annual aggregate.
- (b) Additional Insured; Proof of Insurance. With respect to the insurance coverages set forth in Section 6(a) of this Agreement, Cambridge shall name Physician as an additional insured by endorsement under its insurance policy or policies. Cambridge shall provide Physician with proof it is maintaining the insurance coverages required under this Agreement within three (3) days of his request for same.

#### Section 7. Term and Termination.

- (a) <u>Term</u>. This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of one year (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year periods, each such period constituting a "Renewal Term." Notwithstanding the preceding sentence, this Agreement shall not renew if either party first delivers notice to the other party of its intent to not renew this Agreement at least thirty (30) days prior to the beginning of any Renewal Term.
- (b) <u>Termination</u>. Notwithstanding the provisions of Section 7(a) hereof, this Agreement may be terminated as follows:
  - (1) <u>Termination on Notice for Default</u>. In the event either party shall give notice to the other of a substantial default in the performance of any obligations under this Agreement and the default is not cured within ten (10) days following the receipt of such notice, this Agreement may be terminated by the party giving notice. Cure shall include absolute cure where possible (such as in the case of a payment obligation) or, if absolute cure is not reasonably possible, then cure shall include ongoing diligent good faith efforts intended to lead to absolute cure.
  - (2) Termination Due to Change in Law. In the event that any law or regulation enacted, promulgated or amended after the date of this Agreement or any interpretation of law or regulation by a court or regulatory authority of competent jurisdiction after the date of this Agreement (collectively "Change in Law") materially affects or impacts upon the reasonable expectations of either party under this Agreement, renders any provision of this Agreement illegal or unenforceable, or materially affects the ability of either party to perform its obligations under this Agreement, then either party may request renegotiation of the applicable terms of this Agreement by written notice to the other party. Both parties shall negotiate in good faith an amendment to this Agreement that preserves the original reasonable expectations of the parties to the extent possible in a manner consistent with the Change in Law. If no such Amendment is agreed upon within thirty (30) days of receipt of such notice, then Cambridge or Physician may terminate this Agreement upon an additional thirty (30) days written notice.
  - (3) <u>Termination Without Cause</u>. Commencing upon the expiration of the Initial Term, either party may terminate this Agreement without cause upon thirty (30) days prior written notice.

- (4) <u>Termination Upon Notice</u>. This Agreement may be terminated at any time for cause, which shall include, but not be limited to, Physician's death, disability and/or inability to substantially perform his duties under this Agreement for thirty (30) days, or material breach of any of the provisions of this Agreement. Periods of disability for purposes of this Section shall be counted as successive if Physician has not returned to work for at least ten (10) consecutive days between each such period of disability. Physician acknowledges that Cambridge also shall be entitled to terminate this Agreement immediately if any of the following events occur:
  - (a) The withdrawal, suspension, revocation or limitation of Physician's license to practice medicine in the State of Florida or any other jurisdiction;
  - (b) Physician's refusal to actively participate in the Palm Beach County Medical Directors Association;
  - (c) Sanctions are imposed against Physician for significant professional misconduct by any certifying board having jurisdiction;
  - (d) Physician's conviction by any court having jurisdiction of any felony or of any misdemeanor crime or moral turpitude; or
    - (e) Physician's ineligibility for medical malpractice insurance coverage.
- (5) <u>Effects of Termination</u>. Upon termination of this Agreement, neither party shall have any further obligations hereunder, except for (i) obligations accruing prior to the date of termination; and (ii) obligations, promises or covenants contained herein which are expressly made to extend beyond the term(s) or termination of this Agreement.

#### Section 8. Privacy of Information.

(a) Without limiting the generality of any other provision contained in this Agreement, Physician covenants and agrees to comply in all respects with the Health Insurance Portability and Accountability Act ("HIPAA") and any corresponding Florida state statute, and any regulations promulgated now or in the future thereunder, and to amend this Agreement as may be required to comply with HIPAA or any corresponding Florida state statute, and all other federal and state laws governing patient privacy.

#### Section 9. Miscellaneous.

- (a) <u>Entire Agreement</u>. This Agreement supersedes all previous agreements between the parties relating to the subject matter of this Agreement and constitutes the entire understanding between the parties relating to the subject matter of this Agreement, and no amendments or variation thereto shall be valid unless evidenced by a writing signed by both parties.
- (b) <u>Governing Law</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without regard to conflict of laws provisions thereof.
- (c) <u>Severability</u>. In the event any provision of this Agreement is held to be unenforceable for any reason, such enforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

FOR CAMBRIDGE SECURITY SERVICES, INC.

James D'Arcy, COO

By: Hillel Harris M.D.

14141607v1

#### MEDICAL AGREEMENT ADDENDUM

This Addendum ("Addendum") is entered into as the date upon which it is executed below by all parties hereto (the "Effective date"), said parties being Cambridge Security Services, Corp ("Cambridge") and Hillel Harris, M.D. ("Physician").

WHEREAS, Cambridge and physician have entered into a Medical Director Agreement dated May 22, 2018 ("Agreement") under which physician has certain duties and responsibilities with respect to the Cambridge paramedic program;

WHEREAS, Cambridge has been retained to furnish paramedic services to the Bears Club POA which is located at 103 Bears Club Drive, Jupiter, FL 33477; and

NOW THEREFORE, Physician's duties and responsibilities under the Agreement are here by extended to the Bears Club POA.

FOR CAMBRIDGE SECURITY SERVICES, CORP.

lames D'Arcy, COO

Hillal Harris MD

# HILLEL ZVI HARRIS, ND

### STATE OF FLORIDA DEPARTMENT OF HEALTH **DIVISION OF MEDICAL QUALITY ASSURANCE**

DATE	LICENSE NO.	CONTROL NO.
12/24/2019	ME 102298	689825

#### THE MEDICAL DOCTOR

NAMED BELOW HAS MET ALL REQUIREMENTS OF THE LAWS AND RULES OF THE STATE OF FLORIDAL

Expiration Date: JANUARY 31, 2022 HILLEL ZVI HARRIS, MD 5258 LINTON BLVD. STE 206 DELRAY BEACH, FL - 33484

**GOVERNOR** 

**EXPIRATION DATE: JANUARY 31, 2022** 

request duplicate licenses and much more.

Scott A. Rivkees, MD

State Surgeon General

Your license number is ME 102298. Please use it in all correspondence with your board/council. Each licensee is solely responsible for notifyi

the Department in writing of the licensee's current mailing address and practice location address. If you have not received your renewal notice days prior to the expiration date shown on this license, please visit www.FLHealthSource.gov and click "Renew A License" to renew online.

The Medical Quality Assurance Online Services Portal gives you the ability to manage your license to perform address updates, name chang

It's simple. Log onto your MQA Online Services account today at http://fihealthsource.gov/. Select the "Account Login" button to access your

account. For changes to your name, address or to request duplicate ticenses, choose your selection from the dropdown list under "Manage I License\*. Your profession will open for renewal 90 days prior to your expiration date. When the renewal cycle opens for your profession, the

DISPLAY IF REQUIRED BY LAW

"Renew My License" header will automatically display on your license Dashboard.

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IMPORTANT ANNOUNCEMENTS

ARE YOU RENEWAL READY?

The Department of Health will now review your continuing education records at the time of license renewal.

> To learn more, please visit www.FLHealthSource.gov/AYRR

GROUNDS FOR DISCIPLINE

Expiration Date : JANUARY 31, 2022

HILLEL ZVI HARRIS, NID

HAMED BELOW HAS MET ALL REQUIREMENTS OF THE LAWS AND RULES OF THE STATE OF FLORIDA.

THE MEDICAL DOOYOR

ACH

FOF HEALTH MEDIDAL, GUALITY ASBURANCE LICENSE NO.

ARTIMENT BION OF 1

ME 102208

12/24/2019 DATE

You should be familiar with the Grounds for Discipline found in Section 456.072(1), Florida Statutes, and in the practice act for the profession in which you are ilcensed. Floride Statutes can be accessed at www.leg.slate.fl.us/Statutes

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HARRIS, HILLEL, Z, MD
52 HARBOUR DR N
OCEAN RIDGE, FL 33435-6212

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DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FH0496542	10-31-2022	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	PRACTITIONER	09-23-2019
HARRIS, HILLEL, 5258 LINTON BLV DELRAY BEACH,		

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

Sections 304 and 1008 (21 USC 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 IT IS NOT VALID AFTER THE EXPIRATION DATE.

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

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FH0496542	10-31-2022	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	PRACTITIONER	09-23-2019

HARRIS, HILLEL, Z, MD 5258 LINTON BLVD STE 206 DELRAY BEACH, FL 33484-6529 Sections 304 and 1008 (21 USC 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.

Form DEA-223 (9/2016)

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

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### EMS OPERATIONS MEMO

TO: All Paramedic Staff Members

FROM: Dr. Hillel Z. Harris, MD, FACEP, Corporate Medical Director

RE: Pre-Hospital Treatment Protocols

Date: January 8, 2019

Page: 1 of 1

Cambridge Security Services and I have adopted the minimum standard, pre-hospital treatment and transport protocols as approved by the Palm Beach EMS Council. A copy of those protocols is on file at your post or available upon request to your Director of Security.

Should you have any questions or concerns, please do not hesitate to contact me at 561-819-2988.

Hillet Harris, M.D.

Attn: Palm Beach County Emergency Management

Re: Dr. Hillel Z. Harris, MD

Medical Director, Cambridge Security Services

May 22, 2018

Cambridge Security Services has adopted the minimum standard, pre-hospital treatment and transport protocols as approved by the Palm Beach EMS Council. As the medical director, all pre-hospital evaluation and treatment protocols will be subject to the local EMS standards currently in place. Additionally, all systems-wide transport protocols will be followed, with a clear understanding of the trauma transport systems.

Currently, I am an attending emergency medicine physician at JFK Medical Center, in West Palm Beach, where I have been practicing since 2009.

I am looking forward to working together.

Sincerely,

Hillel Z. Harris, MD, FACEP



June 6, 2020

Lynette Schurter EMS Specialist Palm Beach County Emergency Management

Re: COPCN Applicatoin for The Bear's Club

Dear Lynette,

In furtherance to our discussion, Cambridge Security Services recent sold all divisions of the company excluding Florida. Our outside accountants are currently working through the transaction and associated year end financials. I expect this process will be compelted in the next 30-60 days.

Once I receive the review, I will forward to you.

Thanks so much!

Sincerely,

James J. D'Arcy

Chief Operating Officer

### CAMBRIDGE SECURITY SERVICES CORPORATION - FLORIDA BALANCE SHEET As of December 31, 2019

ASSETS						
Current Assets						
Cash and Cash Equivalents	œ	608,540				
Accounts Receivable	\$	672,066		•		
	\$					
Less Allowance for Doubtful Accounts	\$	(25,000)				
Prepaid Expenses and Other CA	\$	192,572				
Due From Factor	\$ \$	293,735				
Due From Officers		-				
Accrued Revenue	\$	103,975				
Total Current Assets			\$	1,845,887		
Property and Equipment:						
Furniture and Fixtures	\$	240,303				
Leashold Improvements	\$	22,335				
Transportation Equipment	\$	878,541				
Less Accumulated Depreciation and Amoritization	\$	(378,885)				
Total Property and Equipment	-		\$	762,294		
Other Assets:						
Customer Account Acquisition Cost	\$	_				
Loan Receivable - Other	\$	_				
Goodwill	\$	-				
Other Assets	\$	94,813				
Total Other Assets			\$	94,813		
Total Assets		-	<u> </u>	0,10.0	\$	2,702,995
Total 7 Goots					<del></del> -	2,702,000
LIABILITIES AND SHAREHOLDER EQUITY						
Current Liabilities:						
	æ	210.002				
Intercompany	\$	210,903				
Current Portion of Notes Payable	\$	200 704				
Accounts Payable	\$	290,701				
Accrued Expenses	\$	553,875				
Other Current Liabilities	\$	=				
Due to Officers	_\$		_			
Total Current Liabilities			\$	1,055,479		
Other Liabilities:						
Loan Payable-Ethan Lazar	\$	-				
Due to SOS	\$ \$ \$	-				
Auto Loans	\$	326,365				
Deferred Rent Expense	\$	-				
Other	\$	437				
Total Other Liabilities			\$	326,802		
Total Liabilities					\$	1,382,281
Shareholder Equity:						
Common Stock	\$	100				
Distributions	\$	-				
Net Income (Loss)	\$	222,600				
Retained Earnings	\$	1,098,014				
Total Shareholder Equity		.,,-,			\$	1,320,714
. o.a. oa.o. Equity						.,1
Total Liabilities and SHE					\$	2,702,995

### CAMBRIDGE SECURITY SERVICES CORPORATION

### Income Statement For the Years Ending 12/31/17 and 12/31/18

	12/31/2017 <u>Combined</u>	12/31/2018 <u>Combined</u>	<u>Original</u>	Change
Revenue	38,312,268	55,709,400	37,203,134	1,109,134
Direct Expenses	28,788,309	45,681,700	28,032,451	755,858
Gross Profit	9,523,959 25%	10,027,700 18%	9,170,683 25%	353,276 32%

## CAMBRIDGE SECURITY SERVICES GROUP COMBINED STATEMENTS OF OPERATIONS FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015

	<u> 2016</u>	PERCENT OF REVENUE	<u> 2015</u>	PERCENT OF REVENUE
Revenue	\$ 30,353,136	100.0 %	\$ 28,131,144	100.0 %
Direct Expenses	25,110,108	82.7	23,353,654	83.1
Gross Profit	5,243,028	17.3	4,777,490	16.9

Combined Financial Statements

December 31, 2017



#### Independent Accountants' Review Report

Board of Directors Cambridge Security Services Group 5100 N. Federal Highway, Suite 405 Fort Lauderdale, Florida 33308

We have reviewed the accompanying combined financial statements of Cambridge Security Services Corp. – New York, Cambridge Security Services Corp. – New Jersey, Cambridge Security Services Corp. – Florida, Cambridge Security Services Corp. – Nevada and Cambridge Security Services Corp. – Pennsylvania (together "Cambridge Security Services Group" or "Company") (S-Corporations), which comprise the combined balance sheet as of December 31, 2017, and the related combined statements of operations and accumulated deficit and cash flows for the year then ended, and the related notes to the combined financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the combined financial statements as a whole. Accordingly, we do not express such an opinion.

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement whether due to fraud or error.

#### Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the combined financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

#### Accountants' Conclusion

Based on our review, except for the issue noted in the Known Departure from Accounting Principles Generally Accepted in the United States of America paragraph, we are not aware of any material modifications that should be made to the accompanying combined financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

### Known Departure from Accounting Principles Generally Accepted in the United States of America

As more fully described in Note 8 to the combined financial statements, the Company has not applied certain provisions of Accounting Standards Codification ("ASC") Topic 810, Subtopic 10. Accounting principles generally accepted in the United States of America require the primary beneficiary of a variable interest entity to consolidate the variable interest entity in its financial statements. Management has informed us that they have chosen to combine instead of consolidate the accounts of the affiliates with those of Cambridge Security Services Corp. – New York. The effects of this departure from accounting principles generally accepted in the United States of America on the financial position, results of operations, and cash flows have not been determined.

#### Supplementary Information

The accompanying schedule supporting combined statement of operations included on page 18 is presented for purposes of additional analysis and is not a required part of the basic combined financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the combined financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic combined financial statements. Except for the issue noted in the Known Departure from Accounting Principles Generally Accepted in the United States of America paragraph, we are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

#### **Going Concern**

The accompanying combined financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 9 to the financial statements, the Company has suffered recurring losses from operations, has a net shareholders' deficit, and has stated that substantial doubt exists about the Company's ability to continue as a going concern. Management's evaluation of the events and conditions and management's plans regarding these matters are also described in Note 9 to the financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our conclusion is not modified with respect to this matter.

March 4, 2019

PKF O'Connor Davies LLP

### Combined Balance Sheet December 31, 2017

ASSETS	
Current Assets	
Cash and Cash Equivalents	\$ 176,234
Accounts Receivable - Net	5,474,512
Prepaid Expenses and Other Current Assets	489,217
Due From Shareholders	103,052
Due From Affiliates	916,897
Total Current Assets	7,159,912
Property and Equipment	
Furniture and Fixtures	867,944
Leasehold improvements	106,851
Transportation Equipment	978,380
Total	1,953,175
Less: Accumulated Depreciation and Amortization	1,073,710
Property and Equipment - Net	879,465
Other Assets	
Restricted Cash	114,759
Security Deposits	10,800
Customer Account Acquisition Cost	247,000
Total Other Assets	372,559

### Combined Balance Sheet December 31, 2017 (Continued)

LIABILITIES AND SHAREHOLDERS' DEFICIT	
Current Liabilities	
Bank Loan	\$ 3,142,369
Current Portion of Notes Payable	146,060
Current Portion of Deferred Rent Expense	30,222
Accounts Payable and Accrued Expenses	
(Includes \$633,660, related to combined	
variable interest entities) (A)	3,884,132
Due To Affiliates	36,771
Total Current Liabilities	7,239,554
Other Liabilities	
Notes Payable - Net of Current Portion	532,103
Loan Payable - Shareholder	714,000
Deferred Rent Expense	129,862
,	-
Total Other Liabilities	1,375,965
Total Liabilities	8,615,519
Shareholders' Deficit	
Common Stock	1,400
Accumulated Deficit	(204,983)
Total Shareholder' Deficit	(203,583)
<i>y</i> =	
Total Liabilities and Shareholders' Deficit	\$ 8,411,936

<sup>(</sup>A) Creditors of these liabilities do not have recourse to Cambridge Security Services Corp.- New York's general credit.

### Combined Statement of Operations and Accumulated Deficit Year Ended December 31, 2017

Revenue	\$ 37,784,442	100.0
Direct Expenses	33,239,604	87.9
Gross Profit	4,544,838	12.1

#### CAMBRIDGE SECURITY SERVICES GROUP COMBINED FINANCIAL STATEMENTS DECEMBER 31, 2016 AND 2015

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#### CAMBRIDGE SECURITY SERVICES GROUP COMBINED FINANCIAL STATEMENTS DECEMBER 31, 2016 AND 2015

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Direct Expenses	16
Selling, General and Administrative Expenses	16



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#### INDEPENDENT ACCOUNTANTS' REVIEW REPORT

The Board of Directors Cambridge Security Services Group 5100 N. Federal Highway, Suite 405 Fort Lauderdale, Florida 33308

We have reviewed the accompanying combined financial statements of Cambridge Security Services Corp. — New York, Cambridge Security Services Corp. — New Jersey, Cambridge Security Services Corp. — Florida, Cambridge Security Services Corp. — Nevada and Cambridge Security Services Corp. — Pennsylvania (together "Cambridge Security Services Group" or "Company") (S-Corporations), which comprise the combined balance sheets as of December 31, 2016 and 2015, and the related combined statements of operations, and shareholders' equity, and cash flows for the years then ended, and the related notes to the combined financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the combined financial statements as a whole. Accordingly, we do not express such an opinion.

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement whether due to fraud or error.

#### Accountants' Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the combined financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

#### Accountants' Conclusion

Accepted on our reviews, except for the issue noted in the Known Departure from Accounting Principles Generally Accepted in the United States of America paragraph, we are not aware of any material modifications that should be made to the accompanying combined financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

#### Known Departure from Accounting Principles Generally Accepted in the United States of America

As more fully described in Note 8 to the combined financial statements, the Company has not applied certain provisions of Accounting Standards Codification ("ASC") Topic 810, Subtopic 10. Management has chosen to combine Instead of consolidate the accounts of the affiliates with those of Cambridge Security Services Corp - NY. The ASC requires that the financial statements present a consolidation of the accounts of these affiliates, which the Company has determined are variable interest entities and in which the Company holds a variable interest and is the primary beneficiary. The effects of this departure from accounting principles generally accepted in the United States of America on financial position, results of operations and cash flows have not been determined.

-1-

777 Chestnut Ridge Road | Suite 301 | Chestnut Ridge, New York 10977 | TEL 845.356.6100 | FAX 845.356.2560 254 Route 17K | Suite 202 | Newburgh, New York 12550 | TEL 845.567.3600 | FAX 845.762.1620

EMAIL accountants@gkgcpa.com | www.gkgcpa.com



Supplementary Information

Supplementary Information
The accompanying supplementary information contained on page 16 is presented for purposes of additional analysis and is not a required part of the basic combined financial statements. Such information is the responsibility of management and was derived from, and related directly to, the underlying accounting and other records used to prepare the combined financial statements. The supplementary information has been subjected to the review procedures applied in our reviews of the basic combined financial statements. Except for the issue noted in the Known Departure from Accounting Principles Generally Accepted in the United States of America paragraph, we are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

HKH CPAs

Certified Public Accountants

Chestrut Ridge, New York August 10, 2017

#### CAMBRIDGE SECURITY SERVICES GROUP COMBINED BALANCE SHEETS AS OF DECEMBER 31, 2016 AND 2015

### ASSETS

	<u>2016</u>	2015
Current Assets:		
Cash and Cash Equivalents	\$ 431,757	\$ 438,229
Accounts Receivable - Net of		
Allowance for Doubtful Accounts		
in the Amounts of \$119,000 and		
\$113,553, respectively	5,407,937	6,484,684
Prepaid Expenses and Other		
Current Assets	120,859	244,170
Due From Officers	103,052	100,861
Due From Affiliates	1,313,967	663,505
Total Current Assets	7,377,572	7,931,449
Property and Equipment:		
Furniture and Fixtures	839,285	797,455
Leasehold Improvements	97.854	97.854
Transportation Equipment	255,286	147,485
, introportuoi Eduptioni		
Total	1,192,425	1,042,794
Less: Accumulated Depreciation and Amortization	936,233	884,281
Property and Equipment - Net	256,192	158,513
Other Assets:		
Security Deposits	4,714	2,954
Customer Account Acquisition Cost	247,000	247.000
Goodwill	103,500	103,500
<del>-</del>		
Total Other Assets	355,214	353,454
Total Assets	\$ 7,988,978	\$ 8,443,416

See Independent Accountants' Review Report and Notes to Combined Financial Statements.

#### CAMBRIDGE SECURITY SERVICES GROUP COMBINED BALANCE SHEETS (CONTINUED) AS OF DECEMBER 31, 2016 AND 2015

#### LIABILITIES AND SHAREHOLDERS' EQUITY

	2016	2015
Current Liabilities:	_	
Bank Line of Credit	\$ 2,769,790	\$ 2,943,583
Current Portion of Notes Payable	30,440	17,622
Accounts Payable and Accrued Expenses		
(Includes \$504,591 and \$257,331,		
respectively, related to combined		
variable interest entities) (A)	2,559,467	2,135,726
Due To Affiliates	13,355	
Total Current Liabilities	5,373,052	5,096,931
Other Liabilities:		
Notes Payable - Net of Current		
Portion	89,115	20,467
Deferred Rent Expense	168,688	154,489
Total Other Liabilities	257,803	174,956
Total Liabilities	5,630,855	5,271,887
Shareholders' Equity:		
Common Stock	1,400	1,400
Retained Earnings	2,356,723	3,170,129
Total Shareholders' Equity	2,358,123	3,171,529
Total Liabilities and		
and Shareholders' Equity	\$ 7,988,978	\$ 8,443,416

See Independent Accountants' Review Report and Notes to Combined Financial Statements.

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<sup>(</sup>A) Creditors of these liabilities do not have recourse to Cambridge Security Services Corp. — New York's general credit.

#### CAMBRIDGE SECURITY SERVICES GROUP COMBINED STATEMENTS OF OPERATIONS FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015

	<u>2016</u>	PERCENT OF REVENUE	<u>2015</u>	PERCENT OF REVENUE
Revenue	\$ 30,353,136	100.0 %	\$ 28,131,144	100.0 %
Direct Expenses	25,110,108	82.7	23,353,654	<u>83.1</u>
Gross Profit	5,243,028	17.3	4,777,490	16,9
Selling, General and Administrative Expenses	5,967,700	19,6	5,150,158	18.2
Loss From Operations	(724,672)	(2.3)	(372,668)	(1.3)
Other Expense: Interest Expense Loss on Disposition of Property and Equipment	(58,240)	(0.2)	(56,510) (2,004)	(0.2)
Total Other Expense	(58,240)	(0.2)	(68,514)	(0.2)
Loss Before Provision for State Income Taxes	(782,912)	(2.5)	(441,182)	(1.5)
Provision for State Income Taxes	7,994		11,251	
Net Loss	\$ (790,906)	(2.5) %	\$ (452,433)	(1.5) %

See Independent Accountants' Review Report and Notes to Combined Financial Statements.

#### CAMBRIDGE SECURITY SERVICES GROUP COMBINED STATEMENTS OF SHAREHOLDERS' EQUITY FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015

	COMMON STOCK	RETAINED EARNINGS	
Balance - January 1, 2015	\$ 1,400	\$ 3,665,062	
Net Loss	-	(452,433)	
Distribution to Shareholders	<del></del>	(42,500)	
Balance - December 31, 2015	1,400	3,170,129	
Net Loss	~	(790,906)	
Distribution to Shareholders		(22,500)	
Balance - December 31, 2016	\$ 1,400	\$ 2,356,723	

See Independent Accountants' Review Report and Notes to Combined Financial Statements.

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#### CAMBRIDGE SECURITY SERVICES GROUP COMBINED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015

		2016		2015
Cash Flows From Operating Activities:				
Net Loss	\$	(790,906)	\$	(452,433)
Adjustments to Reconcile Net Loss to Net				
Cash Flows Provided by (Used for)				
Operating Activities:				
Bad Debt Provision		34,577		180,043
Depreciation and Amortization of Property and Equipment		51,952		48,729
Loss on Disposition of Property and Equipment				2,004
Deferred Rent Expense		14,199		19,014
Changes in Operating Assets and Liabilities:				
Accounts Receivable		1,042,170		(653,817)
Prepaid Expenses and Other Current Assets		123,311		(211,794)
Security Deposits		(1,760)		(1,696)
Accounts Payable and Accrued Expenses		423,741	_	359,854
Net Cash Flows Provided by				
(Used for) Operating Activities		897,284	*****	(710,096)
Cash Flows From Investing Activities:				
Due From Officers		(2,191)		233
Due From Affiliates - Net		(650,462)		(192,061)
Purchases of Property and Equipment	_	(48,831)	_	(3,000)
Net Cash Flows Used for				
Investing Activities		(701,484)		(194,828)
Cash Flows From Financing Activities:		-		
Bank Line of Credit - Net		(173,793)		1,200,000
Principal Payments on Notes Payable		(19,334)		(9,931)
Distribution to Shareholder		(22,500)		(42,500)
Due to Affiliates - Net	-	13,355	-	
Net Cash Flows Provided by				
(Used for) Financing Activities	-	(202,272)	-	1,147,569

See Independent Accountants' Review Report and Notes to Combined Financial Statements.

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#### CAMBRIDGE SECURITY SERVICES GROUP COMBINED STATEMENTS OF CASH FLOWS (CONTINUED) FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015

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		<u>2016</u>		2015
Net Increase (Decrease) in Cash and Cash Equivalents		(6,472)		242,645
Cash and Cash Equivalents - Beginning of Year		438,229		195,584
Cash and Cash Equivalents - End of Year	\$	431,757	\$	438,229
Supplemental Disclosures of Cash Flow Information: Cash Paid During the Year for. Interest State Income Taxes	\$ \$	58,240 7,994	<b>\$</b>	66,510 11,251
Supplemental Disclosure of Noncash Investing and Financing Activities: Acquisition of Equipment Financed With Notes Payable	\$	100,800	\$	22,317

See Independent Accountants' Review Report and Notes to Combined Financial Statements.

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Note 1 - Nature of Business and Summary of Significant Accounting Policies:

Nature of Business - Cambridge Security Services Group (the "Company") is comprised of five operating entities: Cambridge Security Services Corp. - New York ("NY"), Cambridge Security Services Corp. - New Jersey ("NJ"), Cambridge Security Services Corporation - Florida ("FL"), Cambridge Security Services Corporation - Nevada ("NV") and Cambridge Security Services Corporation - Pennsylvania ("NV") Exprise security Services Corporation - Pennsylvania ("PA"). Each is engaged primarily in providing security guards and other security services for commercial and residential properties.

<u>Principles of Combination</u> - Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 810, Subtopic 10 requires certain variable interest entities ("VIEs") to be consolidated by the primary beneficiary of the entity if the equity investors in the entity do not have the characteristics of a controlling financial interest or do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support from other parties.

Management analyzes the Company's variable interests by both qualitative and quantitative reviews. Qualitative analysis is based on an evaluation of the design of the entity, its organizational structure including decision making ability and financial agreements. Quantitative analysis is based on the entity's forecasted cash flows and the likelihood it will need financial support.

ombined financial statements include the accounts of NY and the four VIEs mentioned above (NJ, The combined financial statements include the accounts of the root vice memories above (i.e., FL, NV and PA), of which NY has been deemed their primary beneficiary because it acts as manager of their operations and has the power to direct activities of the entities that most significantly impact their performance. NY also has exposure to the losses of the entities. All transactions and balances between NY and the VIEs have been eliminated upon combination. See Note 8 for further information.

Revenue Recognition - The Company recognizes revenue when services are rendered to customers.

Cash Equivalents - The Company considers money market funds to be cash equivalents.

Accounting Estimates - The preparation of combined financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Accounts Receivable - Accounts receivable is stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

Accounts receivable is recorded net of an allowance for expected losses. The allowance is estimated from historical performance and projections of trends.

<u>Property and Equipment.</u> - Property and equipment is stated at cost. Additions, renewals and improvements of property and equipment, unless of relatively minor amounts, are capitalized. Expenditures for maintenance and repairs are expensed as incurred. The cost of property and equipment retired or sold, together with the related accumulated depreciation or amortization, is removed from the appropriate accounts, and the resulting gain or loss is included in the combined statement of operations.

Depreciation and amortization of property and equipment is computed using various methods over the estimated useful lives of the related assets.

Note 1 - Nature of Business and Summary of Significant Accounting Policies (Continued):

Promotion and Advertising Costs - Promotion and advertising costs are charged to operations when incurred. Promotion and advertising costs for the years ended December 31, 2016 and 2015 amounted to \$252,195 and \$235,650, respectively.

Goodwill and Customer Account Acquisition Cost - Goodwill represents the excess of cost over fair value of net assets acquired in a transaction that occurred in March 2008. In October 2008, the Company purchased a customer account.

in accordance with FASB ASC Topic 350, Subtopic 20, the Company evaluates both goodwill and the customer account acquisition cost on an annual basis for potential impairment. Management has estimated that there is no impairment to either asset for the years ended December 31, 2016 or 2015.

<u>Deferred Rent Expense</u> - The Newark, NJ office space lease includes scheduled base rent increases over the term of the lease. The total amount of rent being charged to operations each year is based on the straight-line method of all payments for base rent due over the term of the lease. The Company has recorded a deferred rent liability to account for the difference between the actual payments and the straight-line expense, which will reverse in future years when actual payments exceed the straight-line

Incomé Taxes - The Companies have elected to file their Federal and State income tax returns as S-Corporations and, as such, are generally not required to pay income taxes except for minimum State taxes. Income from the companies is includible by the shareholders on their individual income tax returns.

Accounting for Uncertainty in Income Taxes - Management has evaluated the tax positions taken on returns for open years and those expected to be taken on returns for the year ended December 31, 2016. It is management's belief that there are no material tax positions that are unlikely to be sustained upon examination by tax authorities. Accordingly, no liability for uncertain tax positions has been reflected in these financial statements.

<u>Presentation of Certain Taxes</u> - The Company collects various taxes from customers and remits these amounts to applicable taxing authorities. The Company's accounting policy is to exclude these taxes from revenue and direct expenses.

<u>Subsequent Events</u> - The Company evaluates events and transactions occurring subsequent to the date of the combined financial statements for matters requiring recognition or disclosure. The accompanying combined financial statements consider events through August 10, 2017, the date the combined financial statements were available to be issued

Reclassifications - Certain reclassifications have been made to the December 31, 2015 combined financial statements in order for them to conform to the December 31, 2016 presentation.

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Note 2 - Related Party Transactions:

<u>Due from Officers</u> - The Company periodically makes advances to and receives advances from the officers. These advances are unsecured, do not bear interest and are due on demand.

<u>Due toffrom Affiliates</u> - The Company made advances to and received advances from entities owned in part by one of the Company's shareholders. The advances are unsecured, do not bear interest and are due on demand.

Note 3 - Bank Line of Credit:

The Company has a \$3,000,000 revolving line of credit with a bank. Borrowings under this line are in the form of a demand note bearing interest payable at the higher of 5.25% or the prime rate as published in The Wall Street Journal plus 1.75%. The interest rate at December 31, 2016 was 5.50% as of December 31, 2016. Borrowings under the line cannot exceed 80% of eligible accounts receivable, are collateralized by substantially all of the assets of the Company, and are personally guaranteed by the principal shareholder. The demand note and revolving line of credit both expire on August 30, 2017. The note requires that the Company maintain certain financial conditions and an operating account at this bank with a minimum balance of \$50,000.

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Note 4 - Notes Payable:

Notes payable as of December 31, 2016 and 2015 consist of the following:

	<u>2016</u>	<u>2015</u>
Notes payable - finance companies - payable in aggregate monthly installments of \$2,705, including interest at a range of 0.00% to 6.39%, expiring 2018 - 2022. The notes are collateralized by the related transportation equipment.		
Total	\$ 119,555	\$ 38,089
Less: Current Portion	30,440	17,622
Lang-term Portion	<u>\$ 89,115</u>	<u>\$ 20.467</u>
Maturities of the notes are as follows:		
Year Ending		
December 31.		
2017	\$ 30,440	
2018	27,634	
2019	19,274	
2020	19,517	
2021	. 18,933	•
2022	3,757	
Total	<u>\$ 119.555</u>	

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Note 5 - Stock:

Common stock as of both December 31, 2016 and 2015 consists of the following:

Cambridge Security Services Corp. -New York Common Stock - No Par Value; 500 Shares Authorized, 477 Shares Issued and 200 Shares Outstanding 1.000 \$ New Jersey Common Stock - No Par Value; 1,000 Share Authorized, 100 Shares Issued and Outstanding 100 Cambridge Security Services Corp. -Florida Common Stock - No Par Value; 100 Shares Authorized, Issued and Outstanding 100 Cambridge Security Services Corp. -Nevada Common Stock - No Par Value; 100 Shares Authorized, Issued and Outstanding 100 Cambridge Security Services Corp. -Pennsylvania Common Stock - No Par Value; 100 Shares Authorized, Issued and Outstanding

Note 6 - Commitments and Contingencies:

Operating Leases - The Company entered into a ten-year lease agreement for office space located in Marihattan, New York commencing in April 2012. This lease requires monthly payments of \$8,500, escalating to \$11,083 in year ten, plus a pro rata share of real estate tax escalations and various other expenses, as applicable. This lease also requires the personal guarantee of the Company's majority owner.

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Note 6 - Commitments and Contingencies (Continued):

Operating Leases (Continued) - The Company entered into a ten-year lease agreement for office space located in Newark, New Jersey commencing in April 2012, with a five-year renewal option. This lease requires monthly payments of \$19,133, escalating to \$25,981 in year ten, plus a pro rata share of real estate tax escalations and various other expenses, as applicable. In conjunction with this lease, the landford requires a letter of credit in the amount of \$114,800 as of December 31, 2015, decreasing to \$51,022 in 2020. In association with this letter of credit, the bank requires an operating account at this bank with a minimum belance of \$57,400. bank with a minimum balance of \$57,400.

The Company entered into a five-year lease agreement for office space located in Fort Lauderdale, Florida commencing February 2014. This lease requires monthly payments of \$4,697, escalating annually to \$5,286 in year five, plus a pro-rate share of building operating costs over a base amount.

The Company entered into a two year and one month lease agreement for office space located in North Palm Beach, Florida commencing January 1, 2016. This lease requires monthly payments of \$1,696, escalating by 3% in the second year, plus electricity, gas, telephone and various other expenses, as applicable. Additionally, commencing on the anniversary date of the lease, the Company shall pay the lessor 5% of the increase, if any, of real estate taxes.

The Company entered into a one year lease agreement for office space located in Philadelphia, Pennsylvania on April 1, 2016. The lease requires monthly payments of \$600. The Company renewed this lease for an additional year on April 1, 2017 at a monthly payment of \$675.

The Company entered into a one year lease agreement for office space located in Bonifa Springs, Florida commencing August 1, 2016. This lease requires monthly payments of \$880. The Company renewed this lease for an additional year at a monthly payment of \$900.

Lease expense for all long-term office space, equipment and vehicle leases for the years ended December 31, 2016 and 2015, including leases expiring during the years, were \$541,766 and \$514,883, respectively.

The Company is currently renting office space located in Toms River, New Jersey on a month-to-month basis. Under this arrangement, total rent expense for the years ended December 31, 2016 and 2015 was \$12,167 and \$11,825, respectively.

The Company is currently renting office space located in Miami, Florida on a month-to-month basis. Total rent expense for each of the years ended December 31, 2016 and 2015 was \$6,875 and \$7,500, respectively.

The Company rented office space located in Naples, Florida on a month-to-month basis until September 2016. Total rent expense for each of the years ended December 31, 2016 and 2015 was \$2,738 and \$0, respectively.

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Note 6 - Commitments and Contingencies (Continued):

<u>Operating Leases (Continued)</u> - Future minimum lease payments under non-cancellable leases are as follows:

Year Endi	ing		
December	<u>31.</u>		
2017		\$	542,042
2018			503,345
2019			432,766
2020			434,995
2021			444,116
2022	& Thereafter		215,995
	Total	•	2 573 250

Union Contracts - The Company has entered into contracts with various local chapters of the National Utilion of Security Officers and Guards. These contracts apply to a limited number of sites. The majority of sites where the Company provides security services are nonunion. These unions provide for various hourly increases for union employees over the life of the contracts, among other provisions. The contracts have expired, and the Company has a verbal agreement with the Union in which all terms and conditions remain the same as the previously expired contracts until a new union contract has been ratified.

Litigation - The Company is a defendant in various legal proceedings arising in the normal course of its business. Subsequent to December 31, 2016, two cases have been fully adjudicated and settlement costs in connection with these legal proceedings totaled \$64,225. One case has not been fully adjudicated as of August 10, 2017 and it is estimated that the maximum settlement cost will be no more than \$25,000. The amount accrued as of December 31, 2016 in connection with settling these cases is \$85,000.

#### Note 7 - Concentrations of Credit Risk

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents and trade accounts receivable.

<u>Cash and Cash Equivalents</u> - The Company places its cash and cash equivalents with financial institutions. At times, such investments may be in excess of Federally insured limits. As of December 31, 2016, there were no balances in excess of this limit. The Company has not experienced any losses related to these balances.

Accounts Receivable - Concentrations of credit risk with respect to trade accounts receivable are limited due to the large number of customers comprising the Company's customer base, and their dispersion across many different industries and geographies. The Company routinely assesses the financial strength of its customers and, as a consequence, believes that its trade accounts receivable credit risk exposure is limited. Generally, the Company does not require collateral or other security to support customer receivables.

#### Note 8 - Variable Interest Entities:

The Company has determined that all affiliates included in these combined financial statements ("NJ", "FL", "NV" and "FA") are variable interest entities with NY as the primary beneficiary. However, the Company has chosen not to comply with the consolidation provision of the FASB ASC and, instead, has chosen to present combined financial statements because management believes it is a more relevant presentation of the financial results of the Company.

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Note 8 - Variable Interest Entities (Continued):

As of December 31, 2016 and 2015, the combined financial statements include the following assets and liabilities of the VIEs, net of any amounts due to NY:

2016

	 NJ	 FL		NV _	 PA
Current Assets	\$ 657,718	\$ 915,009	\$	14,259	\$ 46,791
Property and Equipment - Net	62,352	186,792		-	-
Other Assets	103,500	4,714		_	
Current Liabilities	192,585	339,314		1,662	1,470
Other Liabilities	168,688	89,115		-	-
		<u>20</u>	<u>15</u>		
	NJ	 FL _		NV	PA
Current Assets	\$ 753,479	\$ 359,475	\$	14,002	\$ 1,024
Property and Equipment - Net	86,037	60,102		_	-
Other Assets	103,500	2,954		-	38,195
Current Liabilities	195,876	72,301		-	125
Other Liabilities	154,489	20,201		-	

As of December 31, 2016, NY was advanced \$1,104,512 from NJ and \$87,174 from NV, and provided advances of \$1,796,437 to FL and \$53,519 to PA. As of December 31, 2016 NJ provided advances of \$155,026 to FL, \$200 to NV and \$2,500 to PA. As of December 31, 2016, NV was advanced \$84,000 from FL, \$2,000 from PA. As of December 31, 2016, NV was advanced \$84,000 from NV and provided advances of \$2,139,951 to FL and \$39,205 to PA. As of December 31, 2015, NJ provided advances of \$164,727 to FL, \$200 to NV and \$2,500 to PA. These cash advances were given for working capital.

Creditors of the VIEs do not have recourse to NY's general credit. See Note 1 for additional information.

#### Note 9 - Major Vendors:

Purchases from the Company's largest vendor for the year ended December 31, 2016 was \$1,117,000. Outstanding accounts payable to this vendor as of December 31, 2016 was \$280,800.

No other vendor accounted for more than 10% of purchases for the year ended December 31, 2016.

## CAMBRIDGE SECURITY SERVICES GROUP SCHEDULES SUPPORTING COMBINED STATEMENTS OF OPERATIONS DECEMBER 31, 2016 AND 2015

	2016		2015	
Direct Expenses:				
Salaries:				
Guards	\$ 14,903,519	49.1 %	\$ 14,356,669	51.0 %
Managers and Supervisors	725,937	2.4	673,730	2.4
Payroli Taxes	1,705,818	5.6	1,783,632	6.3
Offer Taxes	32,277	9.1	31,207	0.1
Employee Benefits	464,412	1.5	584,097	2.1
Insurance	975,774	3.2	973,246	3.5
Automobile	80,449	0,3	101,874	0.4
Telephone and Radio	15,670	0.1	16,684	0,1
Uniforms ·	948,977	3.1	842,144	3.0
Site and Job Expenses Consultants	217,312	0.7	145,042	0.5
Consultants	5,039,963	16.6	3,845,329	13.7
Total Direct Expenses	\$ 25,110,108	82.7 %	\$ 23,353,654	83.1 %
Selling, General and Administrative				
Expenses:				
Salaries:	•			
Officers	\$ 930,023	3.1 %	\$ 941,957	3.3 %
Administrative	1,024,686	3.4	749,915	2.7
Sales	331,318	1.1	193,945	0.7
Payroli Taxes	210,525	0.7	169,291	0.6 、
Other Taxes	2,171	-	1,127	_
Employee Benefits	134,205	0.4	129,506	0.5
Payroll Processing	122,638	0.4	88,713	0.3
Promotion and Advertising	252,195	0.8	235,650	0.8
Commissions	320,404	1.1	348,774	1.2
Insurance	257,202	0.8	256,596	0.9
. Office Supplies and Expense	361,735	1.2	330,524	1.2
Travel	108,416	0.4	44,217	0.2
Automobile	317,220	1.0	205,546	0.7
Méals and Entertainment	74,113	0.2	82.964	0.3
Telephone and Radio	87,389	0.3	81,261	0.3
Computer and Internet	26,192	· 0.1	-	_
Consultants	, (02	-	5,000	_
Professional Fees	669,756	22	520,352	1.8
Rentand Real Estate Taxes	481,493	1.6	474,210	1.7
Utilities	30,556	0.1	34,033	0.1
Repairs and Maintenance	10,241	· · ·	6,278	J. 1
Bank and Credit Card Fees	43,693	0.1	21,527	0.1
Bad Debt Provision	34.577	0.1	180.043	0.6
Depreciation and Amortization of	J+1J/1	U <sub>4</sub> I	100,040	υ,υ
Property and Equipment	E1 0E2	0.2	40 700	0.2
Litigation Confingency	51,952 85,000	0.2	48,729 -	U.Z -
•				<del></del>
Total Selling, General and				
Administrative Expenses	\$ 5,967,700	<u>19.6</u> %	\$ 5,150,158	18.2 %

See Independent Accountants' Review Report.

## CAMBRIDGE SECURITY SERVICES GROUP COMBINED FINANCIAL STATEMENTS DECEMBER 31, 2015 AND 2014

#### CAMBRIDGE SECURITY SERVICES GROUP COMBINED FINANCIAL STATEMENTS DECEMBER 31, 2015 AND 2014

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#### INDEPENDENT ACCOUNTANTS' REVIEW REPORT

The Board of Directors Cambridge Security Services Group 90 Mulberry Street Newark, NJ 07102

Attachme	ent#		1_	
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We have reviewed the accompanying combined financial statements of Cambridge Security Services Corp. - New York, Cambridge Security Services Corp. – New Jersey, Cambridge Security Services Corp. – Florida, and Cambridge Security Services Corp. – Nevada (together "Cambridge Security Services Group" or "Company") (S-Corporations), which comprise the combined balance sheets as of December 31, 2015 and 2014, and the related combined statements of operations, and shareholders' equity, and cash flows for the years then ended, and the related notes to the combined financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the combined financial statements as a whole. Accordingly, we do not express such an opinion.

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility
Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Accounting and Review Services promulgated by the Accounting and Review Services Committee of the Alberta. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the combined financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

#### Accountants' Conclusion

Based on our reviews, except for the Issue noted in the Known Departure from Accounting Principles Generally Accepted in the United States of America paragraph, we are not aware of any material modifications that should be made to the accompanying combined financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Known Departure from Accounting Principles Generally Accepted in the United States of America

As more fully described in Note 8 to the combined financial statements, the Company has not applied certain provisions of Accounting Standards Codification ("ASC") Topic 810, Subtopic 10. Management has chosen to combine instead of consolidate the accounts of the affiliates with those of Cambridge Security Services Corp - NY. The ASC requires that the financial statements present a consolidation of the accounts of these affiliates, which the Company has determined are variable interest entities and in which the Company holds a variable interest and is the primary beneficiary. The effects of this departure from accounting principles generally accepted in the United States of America on financial position, results of operations and cash flows have not been determined.

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гыны accountants@gkgcpa.com ( www.gkgcpa.com



Supplementary Information

The supplementary information contained on page 15 is presented for purposes of additional analysis and is not a required part of the basic combined financial statements. The information is the representation of management. We have reviewed the information and, based on our reviews, we are not aware of any material modifications that should be made to the information in order for it to be in accordance with accounting principles generally accepted in the United States of America. We have not audited the information and, accordingly, do not express an opinion on such information.

LIKE CPA'S Certified Public Accountants

Chestnut Ridge, New York July 26, 2016

## CAMBRIDGE SECURITY SERVICES GROUP COMBINED BALANCE SHEETS AS OF DECEMBER 31, 2015 AND 2014

## **ASSETS**

	<u>2015</u>	<u>2014</u>
Current Assets:		
Cash and Cash Equivalents	\$ 438,229	\$ 195,584
Accounts Receivable - Net of		
Allowance for Doubtful Accounts		
in the Amounts of \$113,553 and		
\$108,855, respectively	6,486,224	6,012,450
Prepaid Expenses and Other		
Current Assets	244,170	32,376
Due From Officers	100,861	101,094
Due From Affiliates	663,505	471,444
•		
Total Current Assets	7,932,989	6,812,948
Property and Equipment		
Furniture and Fixtures	797,455	800,793
Leasehold improvements	97,854	97,854
Transportation Equipment	147,485	122,168
· · · · · · · · · · · · · · · · · · ·		
Total	1,042,794	1,020,815
Less: Accumulated Depreciation and Amortization	884,281	836,886
Property and Equipment - Net	158,513	183,929
Other Assets:		
Security Deposits	2,954	1,258
Customer Account Acquisition Cost	247,000	247,000
Goodwill	103,500	103,500
COCCUMIN	100,000	100,000
Total Other Assets	353,454	351,758
Total Assets	<u>\$ 8,444,956</u>	\$ 7,348,635

See Independent Accountants' Review Report and Notes to Combined Financial Statements.

## CAMBRIDGE SECURITY SERVICES GROUP COMBINED BALANCE SHEETS (CONTINUED) AS OF DECEMBER 31, 2015 AND 2014

## LIABILITIES AND SHAREHOLDERS' EQUITY

	<u>2015</u>	2014
Current Liabilities: Bank Line of Credit	M 0.040 F00	m 4.740 Fon
	\$ 2,943,583	\$ 1,743,583
Current Portion of Notes Payable	17,622	10,197
Accounts Payable and Accrued Expenses		
(Includes \$257,331 and \$239,760,		•
respectively, related to combined	0.405.700	4
variable interest entities) (A)	2,135,726	1,775,872
. Total Current Liabilities	5,096,931	3,529,652
Other Liabilities:		
Notes Payable - Net of Current		
Portion	20,467	15,506
Deferred Rent Expense	154,489	135,475
·		
Total Other Liabilities	174,956	150,981
Total Liabilities	5,271,887	3,680,633
Shareholders' Equity:		
Common Strick	1.300	1,300
		3,666,702
Retained Earnings	3,171,769	3,000,702
Total Shareholders' Equity	3,173,069	3,668,002
, 4		
Total Liabilities and		
and Shareholders' Equity	\$ 8,444,956	\$ 7,348,635

See Independent Accountants' Review Report and Notes to Combined Financial Statements.

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<sup>(</sup>A) Creditors of these liabilities do not have recourse to Cambridge Security Services Corp. – New York's general credit.

## CAMBRIDGE SECURITY SERVICES GROUP COMBINED STATEMENTS OF OPERATIONS FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	<u>2015</u>	2014
Revenue	\$28,131,144	\$29,798,269
Direct Expenses	23,353,654	24,513,274
Gross Profit	4,777,490	5,284,995
Selling, General and Administrative Expenses	5,150,158	4,785,135
Income (Loss) From Operations	(372,668)	499,860
Other income (Expense): Interest Interest Expense Interest Expense Loss on Disposition of Property and Equipment  Total Other Expense	(66,510) (2,004) (68,514)	8 (45,408) (3,456) (48,856)
Income (Loss) Before Provision for State Income Taxes	(441,182)	451,004
Provision for State Income Taxes	11,251	11,611
Net Income (Loss)	<u>\$ (452,433)</u>	\$ 439,393

See Independent Accountants' Review Report and Notes to Combined Financial Statements.

## CAMBRIDGE SECURITY SERVICES GROUP COMBINED STATEMENTS OF SHAREHOLDERS' EQUITY FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	MMON FOCK	RETAINED EARNINGS
Balance - January 1, 2014	\$ 1,300	\$ 3,227,309
Net Income	 	439,393
Balance - December 31, 2014	1,300	3,666,702
Net Loss	-	(452,433)
Distribution to Shareholder	 	(42,500)
Balance - December 31, 2015	\$ 1,300	\$ <u>3,171,769</u>

See Independent Accountants' Review Report and Notes to Combined Financial Statements.

## CAMBRIDGE SECURITY SERVICES GROUP COMBINED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

		2015		2014
Cash Flows From Operating Activities:				
Net Income (Loss)	\$	(452,433)	\$	439,393
Adjustments to Reconcile Net Income (Loss) to Net				
Cash Flows Used for Operating Activities:				
Bad Debt Provision		180,043		21,756
Depreciation and Amortization of Property and Equipment		48,729		52,707
Loss on Disposition of Property and Equipment		2,004		3,456
Deferred Rent Expense		19,014		26,362
Changes in Operating Assets and Liabilities:				
Accounts Receivable		(653,817)		(466,181)
Prepaid Expenses and Other Current Assets		(211,794)		76,084
Security Deposits		(1,696)		
Accounts Payable and Accrued Expenses	_	359,854		(333,355)
Net Cash Flows Used for				
Operating Activities		(710,096)		(179,778)
Cash Flows From Investing Activities:				
Due From Officers		233		(4,338)
Due From Affiliates		(192,061)		(40,977)
Purchases of Property and Equipment		(3,000)		(36,719)
Net Cash Flows Used for				
Investing Activities	_	(194,828)	_	(82,034)
Cash Flows From Financing Activities:				
Bank Line of Credit - Net		1,200,000		(137,000)
Principal Payments on Notes Payable		(9,931)		(10,144)
Distribution to Shareholder	-	(42,500)	-	
Net Cash Flows Provided by				•
(Used for) Financing Activities	_	1,147,569	***	(147,144)

See Independent Accountants' Review Report and Notes to Combined Financial Statements.

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## CAMBRIDGE SECURITY SERVICES GROUP COMBINED STATEMENTS OF CASH FLOWS (CONTINUED) FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	<u> 2015</u>	<u>2014</u>
Net Increase (Decrease) in Cash and Cash Equivalents	242,645	(408,956)
Cash and Cash Equivalents - Beginning of Year	195,584	604,540
Cash and Cash Equivalents - End of Year	\$ 438,229	\$ 195,584
Supplemental Disclosures of Cash Flow Information: Cash Paid During the Year for: Interest State Income Taxes	\$ 66,510 \$ 11,251	\$ 45,408 \$ 11,611
Supplemental Disclosure of Noncash Investing and Financing Activities: Acquisition of Equipment Financed With Note Payable	\$ 22,317	\$ -

See Independent Accountants' Review Report and Notes to Combined Financial Statements.

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Note 1 - Nature of Business and Summary of Significant Accounting Policies:

Nature of Business - Cambridge Security Services Group (the "Company") is comprised of four operating entities: Cambridge Security Services Corp. - New York ("NY"), Cambridge Security Services Corp. - New Jersey ("NJ"), Cambridge Security Services Corporation - Florida ("FL"), and Cambridge Security Services Corporation - Nevada ("NV"). Each is engaged primarily in providing security guards and other security services for commercial and residential properties.

<u>Principles of Combination</u> - Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 810, Subtopic 10 requires certain variable interest entities ("VIEs") to be consolidated by the primary beneficiary of the entity if the equity investors in the entity do not have the characteristics of a controlling financial interest or do not have sufficient equity at risk for the entity to financial is activities without additional subordinated financial support from other parties.

Management analyzes the Company's variable interests by both qualitative and quantitative reviews. Qualitative analysis is based on an evaluation of the design of the entity, its organizational structure including decision making ability and financial agreements. Quantitative analysis is based on the entity's forecasted cash flows and the likelihood it will need financial support.

The combined financial statements include the accounts of NY and the three VIEs mentioned above (NJ, FL and NV), of which NY has been deemed their primary beneficiary because it acts as manager of their operations and has the power to direct activities of the entities that most significantly impact their performance. NY also has exposure to the losses of the entities. All transactions and balance NY and the VIEs have been eliminated upon combination. See Note 8 for further information. . NY also has exposure to the losses of the entities. All transactions and balances between

Revenue Recognition - The Company recognizes revenue when services are rendered to customers.

Cash Equivalents - The Company considers money market funds to be cash equivalents.

Accounting Estimates - The preparation of combined financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Accounts Receivable - Accounts receivable is stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

Accounts receivable is recorded net of an allowance for expected losses. The allowance is estimated from historical performance and projections of trends.

Property and Equipment - Property and equipment is stated at cost. Additions, renewals and improvements of property and equipment, unless of relatively minor amounts, are capitalized. Expenditures for maintenance and repairs are expensed as incurred. The cost of property and equipment retired or sold, together with the related accumulated depreciation or amortization, is removed from the appropriate accounts, and the resulting gain or loss is included in the combined statement of operations.

Depreciation and amortization of property and equipment is computed using various methods over the estimated useful lives of the related assets.

Note 1 - Nature of Business and Summary of Significant Accounting Policies (Continued):

Promotion and Advertising Costs - Promotion and advertising costs are charged to operations when incurred. Promotion and advertising costs for the years ended December 31, 2015 and 2014 amounted to \$235,650 and \$133,523, respectively.

Goodwill and Customer Account Acquisition Cost - Goodwill represents the excess of cost over fair value of rieft assets acquired in a transaction that occurred in March 2008. In October 2008, the Company purchased a customer account.

in accordance with FASB ASC Topic 350. Subtopic 20, the Company evaluates both goodwill and the customer account acquisition cost on an annual basis for potential impairment. Goodwill and related accumulated impairment losses previously recorded amounted to \$154,000 and \$50,500, respectively, as of December 31, 2015 and 2014. Management has estimated that there has been no further impairment to either asset for the years ended December 31, 2015 or 2014.

<u>Deferred Rent Expense</u> - The Newark, NJ office space lease includes scheduled base rent increases over the term of the lease. The total amount of rent being charged to operations each year is based on the straight-line method of all payments for base rent due over the term of the lease. The Company has recorded a deferred rent liability to account for the difference between the actual payments and the straight-line expense, which will reverse in future years when actual payments exceed the straight-line ежрепзе.

Income Taxes - The Companies have elected to file their Federal and State income tax returns as S-Corporations and, as such, are generally not required to pay income taxes except for minimum State taxes. Income from the companies is includible by the shareholders on their individual income tax returns.

Accounting for Uncertainty in Income Taxes - Management has evaluated the tax positions taken on returns for open years and those expected to be taken on returns for the year ended December 31, 2015. It is management's belief that there are no material tax positions that are unlikely to be sustained upon examination by tax authorities. Accordingly, no liability for uncertain tax positions has been reflected in these financial statements.

<u>Presentation of Certain Taxes</u> - The Company collects various taxes from customers and remits these amounts to applicable taxing authorities. The Company's accounting policy is to exclude these taxes from revenue and direct expenses.

<u>Subsequent Events</u> - The Company evaluates events and transactions occurring subsequent to the date of the combined financial statements for matters requiring recognition or disclosure. The accompanying combined financial statements consider events through July 26, 2016, the date the . combined financial statements were available to be issued

Reclassifications - Certain reclassifications have been made to the December 31, 2014 combined financial statements in order for them to conform to the December 31, 2015 presentation.

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Note 2 - Related Party Transactions:

<u>Die From Officers</u> - The Company periodically makes advances to and receives advances from the officers. These advances are unsecured, do not bear interest and are due on demand.

<u>Due from Affiliates</u> - The Company made advances to entities owned in part by one of the Company's shareholders. The advances are unsecured, do not bear interest and are due on demand.

Note 3 - Bank Line of Credit:

The Company has a \$3,000,000 revolving line of credit with a bank. Borrowings under this line are in the form of a demand note bearing interest at the prime rate as published in The Wall Street Journal plus 1%, which was 4.5% as of December 31, 2015. Borrowings under the line cannot exceed 80% of eligible accounts receivable, are collateralized by substantially all of the assets of the Company, and are personally guaranteed by the principal shareholder. The demand note and revolving line of credit both expire on July 31, 2016. The note requires that the Company maintain certain financial conditions and an operating account at this bank with a minimum balance of \$50,000.

Note 4 - Notes Payable:

Notes payable as of December 31, 2015 and 2014 consist of the following:

	2015	2014	
Note payable - finance company - payable in monthly installments of \$577, including interest at 3.9%. The note matures in January 2017 and is collateralized by transportation equipment.	\$ 7,042	\$ 13,297	
Note payable - finance company - payable in monthly installments of \$362, including interest at 6.24%. The note matures in February 2018 and is collateralized by transportation equipment.	8,730	12,406	
Note payable - finance company - payable in monthly installments of \$685, including interest at 6.39%. The note matures in December 2018 and is collateralized by transportation equipment.	<u>22,317</u>		
Total	38,089	25,703	
Less: Current Portion	17,622	10,197	
Long-term Portion	<u>\$ 20,467</u>	<u>\$ 15,506</u>	
Maturities of the notes are as follows:			
Year Ending <u>December 31.</u>			
2016	\$ 17,622		
2017	11,878		
2018	8,589		
Total	\$ 38,089		

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Note 5 - Stock:

Common stock as of both December 31, 2015 and 2014 consists of the following:

Cambridge Security Services Corp. -New York

Common Stock - No Par Value; 500 Shares Authorized, 472 Shares Issued and

200 Shares Outstanding

1,000

. Cambridge Security Services Corp. -

New Jersey

Common Stock - No Par Value; 1,000 Share Authorized, 100 Shares Issued and Outstanding

100

Cambridge Security Services Corp. -Fiorida

Common Stock - No Par Value; 100 Shares Authorized, Issued and Outstanding

100

Cambridge Security Services Corp. -Nevada

Common Stock - No Par Value; 100 Shares Authorized, Issued and Outstanding

100

Total

1,300

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Note 6 - Communiments and Contingencies:

Operating Leases - The Company entered into a ten-year lease agreement for office space located in Mantiattan, New York commencing in April 2012. This lease requires monthly payments of \$8,500, escalating to \$11,083 in year ten, plus a pro rata share of real estate tax escalations and various other expenses, as applicable. This lease also requires the personal guarantee of the Company's majority owner

This Company entered into a ten-year lease agreement for office space located in Newark, New Jersey commercing in April 2012, with a five-year renewal option. This lease requires monthly payments of \$49,133, escalating to \$25,981 in year ten, plus a pro rata share of real estate tax escalations and various efficiency enses, as applicable. In conjunction with this lease, the landlord requires a letter of credit in the amount of \$114,800 as of December 31, 2015, decreasing to \$51,022 in 2020. In association with this letter of credit, the bank requires an operating account at this bank with a minimum balance of \$57,400.

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Note 6 - Commitments and Contingencies (Continued):

Operating Leases (Continued) - The Company entered into a five-year lease agreement for office space located in Fort Lauderdale, Florida commencing February 2014. This lease requires monthly payments of \$4,697, escalating annually to \$5,286 in year five, plus a pro-rata share of building operating costs over

Lease expense for all long-term office space, equipment and vehicle leases for the years ended December 31, 2015 and 2014, including leases expiring during the years, were \$507,683 and \$447,460, respectively.

The Company is currently renting office space located in Toms River, New Jersey on a month-to-month basis. Under this arrangement, total rent expense for the years ended December 31, 2015 and 2014 was \$11,825 and \$9,000, respectively.

The Company is currently renting office space located in Miami, Florida on a month-to-month basis. Total rent expense for each of the years ended December 31, 2015 and 2014 was \$7,500

Future minimum lease payments under non-cancellable leases are as follows:

Year Ending	
December 31,	
2016	\$ 471,430
2017	483,618
2018	485,514
2019	426,535
2020	430,411
2021 & Thereafter	655,371
Total	\$ 2.952 <u>,879</u>

<u>Union Contracts</u> - The Company has entered into contracts with various local chapters of the National Union of Security Officers and Guards. These contracts apply to a limited number of sites. The majority of sites where the Company provides security services are nonunion. These unions provide for various hourly increases for union employees over the life of the contracts, among other provisions. The contracts have expired, and the Company has a verbal agreement with the Union in which all terms and conditions remain the same as the previously expired contracts until December 2016, or a new union contract has

Litigation - The Company is a defendant in various legal proceedings arising in the normal course of its business. Management currently estimates no losses related to these matters for the year ended December 31, 2015. It is at least reasonably possible that the estimates of these matters will change materially in the near-term.

## Note 7 - Concentrations of Credit Risk:

Financial instruments which potentially subject the Company to concentrations of credit risk consist pencipally of cash and cash equivalents and trade accounts receivable.

Cash and Cash Equivalents - The Company places its cash and cash equivalents with financial institutions. At times, such investments may be in excess of Federally insured limits. As of December 31, 2015, there were no balances in excess of this limit. The Company has not experienced any losses related to these belones. related to these balances.

## Note 7 - Concentrations of Credit Risk (Continued):

 Accounts Receivable - Concentrations of credit risk with respect to trade accounts receivable are limited
due to the large number of customers comprising the Company's customer base, and their dispersion
across many different industries and geographies. The Company routinely assesses the financial
strength of its customers and, as a consequence, believes that its trade accounts receivable credit risk exposure is limited. Generally, the Company does not require collateral or other security to support customer receivables.

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Note 8 - Variable interest Entities:

The Company has determined that all affiliates included in these combined financial statements ("NJ", "FL", and "NV") are variable interest entities with NY as the primary beneficiary. However, the Company has chosen not to comply with the consolidation provision of the FASB ASC and, instead, has chosen to present combined financial statements because management believes it is a more relevant presentation of the financial results of the Company. of the financial results of the Company.

As of December 31, 2015 and 2014, the combined financial statements include the following assets and liabilities of the VIEs, net of any amounts due to NY:

		2015	
in Maria Maria. Maria di Maria	NJ	FL	NV
Current Assets	\$ 753,479	\$ 359,475	\$ 14,002
Property and Equipment - Net	86,037	60,102	-
Other Assets	103,500	2,954	-
Cument Liabilities	195,876	72,301	-
Other Liabilities	154,489	20,201	-
		2014	
	NJ	FL	NV
Current Assets	\$ 627,665	\$ 294,176	\$ -
Property and Equipment - Net	112,323	45,549	-
Officer Assets.	103,500	1,258	5,700
Cunent Liabilities	187,484	55,952	-
Other Liabilities	135,475	8,730	-

As of Desember 31, 2015, NY was advanced \$1,060,882 from NJ and \$2,814 from NV, and provided advances of \$2,139,951 to FL. As of December 31, 2015 NJ provided advances of \$164,727 to FL and \$206 to NV. As of December 31, 2014, NY was advanced \$1,097,862 from NJ and \$5,600 from NV, and provided advances of \$1,366,819 to FL. As of December 31, 2014, NJ provided advances of \$179,788 to FL. These cash advances were given for working capital.

Creditors of the VIEs do not have recourse to NY's general credit. See Note 1 for additional information.

## Note 9 - Major Customers:

Revenue derived from the Company's largest customer for the years ended December 31, 2015 and 2014 was approximately \$3,214,000 and \$3,039,000, respectively. Outstanding accounts receivable from this customer as of December 31, 2015 and 2014 was \$187,597 and \$253,277, respectively.

No other customer accounted for more than 10% of revenue for the years ended December 31, 2015 or 2014.

# CAMBRIDGE SECURITY SERVICES GROUP SCHEDULES SUPPORTING COMBINED STATEMENTS OF OPERATIONS FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

CAMBRIDGE SECURIT	Y SERVICES GROUP	
SCHEDULES SUPPORTING COMBIN		NS
FOR THE YEARS ENDED DE		
. '		
	<u>2015</u>	20
Direct Expenses:		
Salaries:	044.850.000	215.44
Guards Managers and Supervisors	\$14,356,669	\$15,41
Payroll Taxes	673,730 1,783,632	84
Other Taxes	31,207	2,06 3
Employee Benefits	584,097	21
Insurance	973,246	72
Automobile	101,874	18
Telephone and Radio	16,684	2
Uniforms	842,144	98
Site and Job Expenses	145,042	22
Consultants	3,845,329	3,82
Total Direct Expenses	\$23,353,654	\$24,51
Selling General and Administrative		
Expenses: Salaries:		
Officers		
Administrative	\$ 941,957	\$ 83
Sajes	749,915	7:
Payroll Taxes	193,945	11
Other Taxes	169,291	1:
Employee Benefits	1,127 129,506	1
Payroll Processing	88,713	•
Promotion and Advertising	235,650	1:
Commissions	348,774	5.
Insurance	256,596	1
Office Supplies and Expense	330,524	3
Travel	44,217	:
Automobile	205,546	1
Meals and Eptertainment	82,964	
Telephone and Radio	81,261	
Consultants Professional Fees	5,000	
Reprand Real Estate Taxes	520,352	5
Milites	474,210	4
Repairs and Maintenance	34,033	
Bank and Credit Card Fees	6,278	
Bad Debt Provision	21,527	
Depreciation and Amortization of	180,043	
Property and Equipment	to 700	
Lingation: Recovery	48,729	(1
Bank and Credit Card Fees Bad Debt Provision Depreciation and Amortization of Property and Education and Engation Recovery  Total Selling, General and Administrative Expenses  See Independent Accountants' Review Report.		
Total Selling, General and		
Administrative Expenses	<b>\$</b> 5,150 <b>,</b> 158	\$ 4,7
		<u> </u>



Attachment 13 – N/A

CORPORATE OFFICE 5100 N Federal Hwy., Fort Lauderdale, FL 33308 : 844-GUARDU2

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## DANIEL R. TILLES

313 Lake Circle #116 North Palm Beach, FL 33408 (561) 596-7375 tillesd@gmail;.com

## Goals & Objectives:

- \*Seeking employment with Cambridge Security Services.
- \*Continue providing the highest standard level of Emergency Medical Care & Security Services to the residents & employees Of Admirals Cove and other contracted communities.
- \*Successfully manage & improve the paramedic program.

## EXPERIENCE

SEPT. 13, 1993 – TO PRESENT CAPTAIN, TEQUESTA FIRE RESCUE

Served as a combat Firefighter/Paramedic for the past 25 years. Have been involved in the training & checking-off process of new employees. Promoted to the position of Rescue Lieutenant on March 17, 1999. Promoted to the position of Fire Captain on June 11, 2004. Held the position of EMS Coordinator (in charge of all Emergency Medical Services) from June 11, 2004 until October 1, 2015. Presently Captain in charge of "A" shift and Logistics Officer for the fire department.

AUG. 10, 2009 - TO PRESENT

## PARAMEDIC/SECURITY OFFICER, ELITE PROTECTION SERVICES

Provided the highest standard level of Emergency Medical Care & Security Services to the residents & employees of Admirals Cove.

April 4, 1988-TO Sept. 13, 1993

## Manager, Publix Supermarkets

Managed employees along with ordering, stocking, and inventory control of all grocery products. Maintained impeccable stores along with the best possible customer service.

Jan. 12, 1982-TO Jan. 12, 1988

Third Class Petty Officer, United States Coast Guard

Conducted numerous rescue missions, drug enforcement, & immigration control.

## **EDUCATION**

DECEMBER 2003
ASSOCIATE IN SCIENCE DEGREE-FIRE SCIENCE TECHNOLOGY, PALM BEACH STATE COLLEGE

MAY 1981 HIGH SCHOOL DIPLOMA, DEERFIELD BEACH HIGH SCHOOL

## CERTIFICATIONS/LICSENSES

- Valid Florida Driver's License
- Valid Security "D" License
- Valid Security "G" License
- Current Concealed Weapons License
- Paramedic License
- State certified Firefighter
- State certified EMT
- State certified Company Officer
- State certified Fire Inspector
- State certified Fire Instructor
- State certified Hazardous Materials Technician
- State certified Driver/Pump Operator
- Rope Rescue I
- Rope Rescue II
- Confined Space Rescue I
- Dive Rescue I

## Achievements/Citations

- \*2018 25 Year Service Award
- \*2017 Officer of the Year
- \*2015 Officer of the Year
- \*2014 Distinguished EMS Service Award
- \*2013 Paramedic of the Year
- \*1999 Call of the Year "High Angle Rescue" Commendation Medal



Attachment 15 - NONE 12/20/19 Steple ISBRECTION > Admirals come 3/13/20 - County Inspection

CORPORATE OFFICE 5100 N Federal Hwy., Fort Lauderdale, FL 33308 • 844-GUARDU2

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## Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Vision: To be the Healthlest State in the Nation

Ron DeSantis Governor

Scott A. Rivkees, MD State Surgeon General

December 20, 2019

James D'Arcy, COO Cambridge Security Services 5100 North Federal Highway Suite 405 Fort Lauderdale, Florida 33308

Dear Mr. D'Arcy,

Congratulations on your Compliance Monitoring site survey conducted by the Bureau of Emergency Medical Oversight on December 11, 2019. All potential deficiencies were addressed promptly. At the completion of the site visit, there were no deficiencies. Your vehicles and service records were outstanding. Thank you for being a role model of excellence as an EMS provider in the state of Florida.

Also, please extend my sincere gratitude to your staff for their assistance and for the overall contribution to your service and community. Your continued support of emergency medical services is deeply appreciated.

Enclosed is a post site survey evaluation form designed to assist us in continually improving our Compliance Monitoring program. Please complete the enclosed form and return it to my office at your earliest convenience. I trust that you will share with me any concerns or kudos regarding your site survey.

Again, thank you for your assistance in the Compliance Monitoring program and I look forward to hearing from you.

Sincerely,

Steve McCoy Administrator

Emergency Medical Services

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SAM/mml Enclosure

Bureau of Emergency Medical Oversight, Emergency Medical Services 4052 Bald Cypress Way, Bin A 22 • Tallahassee, FL 32399-1722 PHONE: 850-245-4440 • FAX 850/488-2512



# Palm Beach County Emergency Medical Services EMS Vehicle Permit Fee



<u></u>			T	
	Number of			
Year	Vehicles	Fee	Total Due	
2020	1	\$150.00		\$150.00
Agency				
Name	Cambridge			
Date of				
Inspection	3/13/2020	Issued By	Lynette Schu	rter
Unit(s)	Admirals Cove			
Inspected				
Check Box	New Sticker		Replacement	X
Make	Check(s) Payable to	: PBC Board of	County Commissi	oners
Mail to: PBC Eme	rgency Management, ATT: L	ynette Schurter - 20 S	6. Military Trail, West Palm	Beach, FL 33415
	General Fu	nd 0001-660-7	110-4295	
Payment				
Received	Date			4/21/2020
	Check Number			5376
	Amount			\$150.00
Mailed 2/22/20				

Mailed 3/23/20

## PAID

# <u>Cambridge Security</u> <u>Admirals Cove</u>

Standard Policy & Procedures for:

Quality Assurance &
Controlled Substances
Paramedic Certifications
State & County EMS Permits

	Cambridge Security					
EFFI	ECTIVE DATE	REVISION DATE	PAGE NUMBER	TOTAL PAGES	POLICY SECTION	
Janua	ary 1, 2019	January 1, 2019	1	4	1249.00	
SUBJ	SUBJECT: Quality Assurance					
APPR	APPROVED BY: DANIEL R. TILLES-EMS COORDINATOR					

- Data Collection: EMS report (PCR) is generated by field personnel for any EMS event or when a patient encounter occurs. (As defined by Florida EMS Data Dictionary)
- On-scene data collection is performed through the completion of the current approved Cambridge Security EMS Field Report. This document provides the means of gathering patient data to be used to complete the patient care report (PCR). Patient care reports are completed as soon as possible and no later than 24 hours from initial dispatch. The completion of the PCR for each EMS incident assures that the most accurate information is collected on each patient.
- Each EMS report (PCR) is reviewed by the EMS Coordinator for adherence to protocols and completion of required data. Any discrepancies are returned to the individual paramedic for correction by amendment or resolution. Any disputes will be forwarded to the Quality Control Officer for review. Any medical treatment issues not resolved at this level will be forwarded to the Medical Director for a protocol compliance review. All report data is used to develop future training needs for the Company.
- Patient Care Report Review Process: In order to provide consistent and constant review of our procedures, the following steps shall be followed for each patient who receives care.
- All EMS reports will be reviewed the following by the EMS Coordinator. In the event that the EMS Coordinator is absent or otherwise unable to complete the assignment, another fully checked off paramedic may be assigned this role by the EMS Coordinator.
- 1249.13 Completed run reports shall be located in the locked EMS Supply Cabinet and reviewed in the upstairs office located in the Security Gatehouse. This is a secure location and the reports will not be viewable by non-members or visitors. Reports shall not be reviewed in meeting rooms, conference rooms, kitchen or any exterior part of the building.
- The person completing the Q/A will attach a Q/A checklist/Resolution Form to the report and forward it appropriately.
- 1249.15 If report is approved, it shall be placed in a folder located in the EMS Supply Cabinet. If discrepancy is noted, it is returned to the paramedic of the call in question for amendment or resolution.

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SUBJECT: Quality Assurance					
APPROVED BY: DANIEL R. TILLES-EMS COORDINATOR					

- 1249.16 When the issue is resolved, it shall be placed in the folder in the EMS Supply Cabinet.
- 1249.17 If the issue is unresolved, it is forwarded to the Quality Control Officer/EMS Coordinator for review and remediation. (see requirements below)
- 1249.18 Amendments are written and attached as part of the original report.
- 1249.19 Quality Control resolutions are written on the Q/A check list and are not considered as part of the report. They are to be removed if a copy of the report is requested.
- The Q/A team members will advise the Quality Control officer and the EMS Coordinator of the recognition of excellent care, or any non-compliance issue, and provide any follow-up required to mitigate the issue.
- The EMS Coordinator will track all trends in service to determine future needs for training and or changes in the protocols. All recommended changes to the protocols shall be forwarded, in writing, to the Medical Director for consideration.
- 1249.22 Remediation Requirements: All reports which may have questions regarding compliance with current protocols will be flagged for further review by the EMS Quality Control officer or EMS Coordinator.
- Any medical treatment issues not resolved by the Quality Control officer will be forwarded to the EMS Coordinator for review.
- Any Medical treatment issues not resolved by the EMS Coordinator will be presented to the Medical director for review and final resolution.
- 1249.25 Compliance issue deemed to require corrective action or retraining may result in the removal of the Paramedic from checked off/ solo status at the discretion of the Medical Director.
- 1249.26 EMS Quality Assurance Matrix: The following matrix shall be used to provide continued quality improvement to the Company's EMS system. The system should provide continuous feedback between the Field Personnel and the EMS Supervisor through the Quality Assurance Team.

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APPROVED BY: DAN	APPROVED BY: DANIEL R. TILLES-EMS COORDINATOR				

The following guidelines shall be used for the review of either EMS reports or on-scene observations. They are based upon Palm Beach County EMS Protocols and will be revised as the Protocols are revised.

1249.28 Basic documentation for all EMS Reports:

Call time date / Completion time date;

Quality of Care Delivered / Customer Satisfaction;

Total Number of Patients:

Patient Identification on ALL pages;

Biographical and Personal Data;

Incident Information Unit #;

Incident #, Call Level;

Times, Entry Date;

Crew ID Paramedic

Legibility, Spelling;

Identification of Chief Complaint;

Patient History / Pertinent;

Physical Exam results including airway, breathing, circulation, pupils, skin and vitals;

On-Scene Observations;

Mental Status (AAOX3, GCS) or P.O.A.;

Vital Signs - throughout incident including times;

EKG and 12 Lead interpretation;

Diagnosis - Was the Proper Guideline Identified and followed?;

Documentation of ALL treatment/interventions;

Medications given including time, medication and route: Medically Appropriate Care;

Narrative - documents all pertinent patient care along with any unusual occurrences;

Who was Pt turned over to? (Was a report given?)

Copy of Field Report

1249.29 All Cambridge Security reports will be evaluated utilizing the basic components of the Run Report Review.

1249.30 All Amendments and Resolution will be reviewed by Quality Control Officer or EMS Coordinator.:

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i İ	APPROVED BY: DAN	APPROVED BY: DANIEL R. TILLES-EMS COORDINATOR					

## **Quality Assurance Check List and Resolution Form**

ate c	of Review	Revie	wed By			
ncident		Return to		Date Corrected		
		Pleas	se Correct the follow	ving items (if circled)		
0	See Back for a	dditional Comme	<u>ents</u>			
			EMS Re	port		
0	Date	Incident #	Unit	Shift	Call Level	
0	Incident info	#of pt's	Times	Call Data		
0	Patient Info	Billing Info	Signatures	Hospital Info Sheet		
0	DNR	POA	Pt Refusal	HIPPA	Field Report	
0	Assessment	Vital Signs	Chief Complaint	Mental Status	Pt History	
0	Treatment	Interventions	EKG/12 Lead	Alerts	On Scene Time	
0	Narrative	Complications	Pt TOT			
0	Comments					
0	Please forwar		nator for further revie ector for further revie Administration			
0	Returned to		From Admin. Ref.		Date	
0	Complete – P	lease forward to	Cambridge Administr	ration		
0	Additional Co	mments		the glass of the court of the c		
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Cambridge Security						
EFFECTIVE DATE	REVISION DATE	PAGE NUMBER	TOTAL PAGES	POLICY SECTION		
January 1, 2019	January 1, 2019	1	4	1249.00		
SUBJECT: Quality Ass	surance					
APPROVED BY: DAN	EL R. TILLES-EMS COC	ORDINATOR				
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		100000000000000000000000000000000000000				

- o <u>Circle below</u>

o See Next Page Resolution Completed

Cambridge Security					
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SUBJECT: Quality Assurance					
APPROVED BY: DANIEL R. TILLES-EMS COORDINATOR					

## **Copy of Amendment Form**

Cambridge Security
Quality Assurance Amendment Form

Amended by: Date Amended: Incident Number: Date of Incident:

Note This Amendment form is to be <u>attached to the Incident report</u> as part of the official record of the Incident.

Paramedic	/ Remarks:	
		•

## Cambridge Security Quality Assurance Checklist

Date of	review: Reviewed By:
	t#: Return to:
	Date corrected:
Please o	correct following items:
EMS R	enart
π	Date π Incident # π Unit π Shift π Call Level
π	Narrative – π Assessment
π	Vital Signs
π	Treatment/Interventions (Complete Amendment form for Deviations)
π	Incident Information $\pi$ Times/Call Data $\pi$ Mileage
π	Patient Information $\pi$ Billing Information $\pi$ Signatures
π	EKG/12-lead EKG π Signature Authorization
π	Supply Sheet (if medication administered)
π	Remarks
π	Please forward to EMS Coordinator for further review
π	Please forward to Medical Director for further review
π	Complete- Please forward to Cambridge Security Administration
f L	t white the continue of the co

Cambric	lge Security	Controlled	Substanc	e Policy
EFFECTIVE DATE	REVISION DATE	PAGE NUMBER	TOTAL PAGES	POLICY SECTION
January 1, 2019	January 1, 2019	1	10	1246.00
SUBJECT: Controlled Substance Policy				
APPROVED BY: DANIEL R. TILLES-EMS COORDINATOR				

- 1246.1 The purpose of the Controlled Substance Policy is to provide guidelines for and documentation of the security, storage, use and replacement of controlled substances and to provide a guide for meeting DEA and DOH requirements.
- All procedures and requirements of this policy along with the policies and proceedure requirements of the DEA and DOH pertaining to controlled substances will be met.
- 1246.3 Components of the Controlled Substance Policy
  - a. Scope, section 1246.4
  - b. Positions with access, section 1246.5
  - c. Definitions, section 1246.6
  - d. Apparatus, section 1246.7
  - e. Logistics Room, section 1246.26
  - f. Handling & Use, section 1246.49
  - g. Records Storage, section 1246.59
  - h. Expired Controlled Substances, section 1246.63
  - i. Cambridge Transfer Document, section 1246.72
  - j. Cambridge Property Receipt, section 1246.73
- Scope The procedures of this policy apply to all employees and agents of Cambridge Security.

For the purposes of this policy the controlled substance is Midazolam (Versed). This list will be expanded if Cambridge Security adds other controlled substances meeting DEA regulations.

Positions with access to controlled substances - The following employees are authorized to access controlled substances stored in the logistics area; Medical Director, and the EMS Coordinator or his designee.

The position of Narcotics control officer (key holder) will be assigned by the EMS Coordinator or will be assumed by the EMS Coordinator.

Paramedics are authorized to access controlled substances located in their assigned narcotics boxes.

When physically handling any controlled substance, there will always be a minimum of two personnel present. Three personnel will handle any event deemed to be a security issue.

1246.6 Definitions-

Cambridge Security Controlled Substance Policy						
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Audit - a review of the controlled substance logs and physical hard count of the controlled substances inside the secured box or safe. We conduct four types of audits. They include a monthly audit, a discrepancy audit, a random audit and a security breach audit.

Inspection – a visual assessment of a secured, controlled substance.

Auditor – person assigned to conduct audit. Handled by assigned paramedic unless assigned because of a special circumstance.

- Security and storage of controlled substances on apparatus. Controlled substances will be located in a locked and sealed in a narcotics box within the vehicle.
- 1246.8 The controlled substances will be removed from any out of service units and returned to the logistics storage area.
- 1246.9 The narcotics box shall be inventoried daily as described in Section 1246.17.
- 1246.10 The narcotics box will contain (based on manufacturer availability): Midazolam (Versed).
- 1246.11 The Paramedic vehicle will be kept locked when not being staffed by Cambridge Security personnel.
- 1246.12 The pad lock keys will remain in the possession of the assigned Paramedic throughout the shift.
- 1246.13 The Narcotics Box will be secured at all times with a serial numbered tag seal and pad lock
- 1246.14 A use of controlled substance log will be attached to each narcotics box.
- 1246.15 Inventory, Responsibility and Transfer of Control -The keys and controlled substance log will be transferred from the off going paramedic to the on-coming paramedic anytime there is a change in this position.
- The on-coming paramedic will review the log for narcotics use and proper documentation before assuming responsibility. The paramedic taking responsibility will inspect the contents of the narcotics box. They will assure that the narcotics box is locked and is sealed with a serial numbered tag and locked with a pad lock.

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	SUBJECT: Controlled Substance Policy APPROVED BY: DANIEL R. TILLES-EMS COORDINATOR				

- 1246.17 The on-coming paramedic will review expiration dates and verify that controlled substances are undamaged in the narcotics box. The paramedic will also verify the serial numbers match the controlled substance log. The paramedic will then assume the responsibility for the controlled substances by signing the log.
- Once the inspection is complete and properly recorded the assigned paramedic is responsible for securing the controlled substances in accordance with this Policy until they are relieved of duty.
- 1246.19 The controlled substances will only be accessed by the assigned paramedic when necessary to administer a controlled substance, when replacing damaged or expired narcotics, or conducting an audit.
- On a monthly basis the narcotics boxes will be opened and audited by the assigned paramedic and a witness during the monthly inventory and expiration date inspection.
- 1246.21 If a discrepancy is found in the log which appears to be clerical in nature, the assigned paramedic along with a witness will perform a discrepancy audit. All findings of this audit will be recorded.
- At the discretion of the EMS Coordinator and to ensure quality control of our controlled substances, random audits shall be performed by the EMS Coordinator and the assigned paramedic.
- 1246.23 The on duty supervisor will be notified immediately if there is any question as to the integrity of the controlled substances or the serial numbered seals.
- 1246.24 If there is the possibility or suspicious of misuse, missing, or tampered with controlled substances a security breach audit will be performed by the EMS Coordinator.
- The EMS Coordinator will conduct an audit of our controlled substances. There should be at least three personnel involved in this audit. The EMS Coordinator as auditor, the assigned paramedic, and a witness (another paramedic or law enforcement officer). A report will be generated documenting all finding. This report will be forwarded up the chain of command to the Medical Director.

Cambrid	lge Security	Controlled	Substanc	e Policy
EFFECTIVE DATE	REVISION DATE	PAGE NUMBER	TOTAL PAGES	POLICY SECTION
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SUBJECT: Controlled Substance Policy				
APPROVED BY: DANIEL R. TILLES-EMS COORDINATOR				

- All controlled substances not in a narcotics box unit will be stored in the controlled substance safe or the expired controlled substance safe located in the logistics room.
- 1246.27 The controlled substances safe and the expired controlled substance safe will remain locked at all times and will only be opened when necessary to distribute, or collect controlled substances or audit the safe.
- The logistics room is to be kept closed and locked at all times when unattended.

  Access to the storage area room is controlled by security access cards. In case of system or power failure, the Paramedic in Charge and the EMS Coordinator are the only employees in possession of a key to open this door.
- 1246.29 The storage room will be climate controlled to maintain an appropriate temperature of the controlled substances.
- Deteriorated or expired controlled substances will be kept in the expired narcotics safe. They will be turned over to the Jupiter Police Department Evidence and property custodian for destruction as soon as possible.
- Restocking of controlled substances for apparatus from the supply room will be handled by the EMS Coordinator or the Medical Director and the paramedic assigned to the vehicle.
- Controlled substance will only be purchased from vendors that we have the abliity for direct pickup. The controlled substance pick up team will consisting of the EMS Coordinator, or the Medical Director, along with a paramedic to witness the transaction. New supplies of controlled substances will be picked up by this team and checked into inventory and secured as soon as possible. The team will check the DEA 222 form and confirm the purchase is correct. The team will inventory and log in this purchase.
- An inventory of the controlled substances contained in the controlled substances safe and the expired controlled substance safe will be recorded for each controlled substance covered by this policy.
- 1246.34 The Controlled Substance Safe will contain (based on manufacturer availability): Midazolam (Versed).
- 1246.35 The EMS Coordinator will conduct a monthly Audit of the actual contents of the controlled substance safe and the expired controlled substance safe.

Cambridge Security Controlled Substance Policy					
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SUBJECT: Controlled Substance Policy					
APPROVED BY: DANIEL R. TILLES-EMS COORDINATOR					

- 1246.36 The controlled substance safe and the expired controlled substance safe located in the EMS room will be visually inspected daily by the on duty Paramedic who will verify all seals are in place and that the safes are locked.
- 1246.37 The on duty supervisor will be notified immediately if there is any question as to the integrity of the controlled substances or the serial numbered seal. The EMS Coordinator and the Medical Director will be notified as soon as possible.
- Anytime that the serial numbered seal is removed from the controlled substance safe or the expired narcotics safe the serial numbered usage will be reported on the controlled substance log. These reports will show, the serial numbered sealed removed, the reason the seal was removed and the new serial numbered seal placed on the box. Paramedic Witness and Key Holder, Initials and Signatures are required
- 1246.39 Transfer and Control of Controlled Substances (logistics room) The keys and controlled substance log required for access to the controlled substance will be transferred from the off going narcotics officer to the oncoming narcotics officer anytime there is a change in this position.
- The on-coming narcotics officer taking responsibility for the controlled substances will inspect the contents of the narcotics box. They will review expiration dates and verify that controlled substances are undamaged, will verify the serial numbers match the controlled substance log and assure that the Narcotics Box is locked and is sealed with a serial numbered tag and locked with a pad lock.
- Once the inspection is complete and properly recorded the assigned on-coming narcotics officer is responsible for securing the controlled substances in accordance with this Policy. Then they have the responsibility for the controlled substances by signing the log.
- The controlled substances will only be accessed by the assigned narcotics officer or the medical director when necessary to replace/restock the Paramedic vehicle, when replacing damaged or expired narcotics or when conducting an audit.
- On a monthly basis the narcotics boxes will be opened and audited by the assigned narcotics officer and a witness during the monthly inventory and expiration date inspection.

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	SUBJECT: Controlled Substance Policy APPROVED BY: DANIEL R. TILLES-EMS COORDINATOR				

1246.44 If a discrepancy is found in the log which appears to be clerical in nature, the assigned narcotics officer along with a witness will perform a discrepancy audit. All findings of this audit will be recorded. 1246.45 At the discretion of the EMS Coordinator and to ensure quality control of our controlled substances, random audits shall be performed by the narcotics officer and the EMS Coordinator. 1246.46 The on duty supervisor will be notified immediately if there is any question as to the integrity of the controlled substances or the serial numbered seals. 1246.47 If there is the possibility or suspicious of misuse, missing, or tampered with controlled substances a security breach audit will be performed. The narcotics control officer will conduct the audit as outlined below and the EMS Coordinator will be notified as soon as possible. 1246.48 The narcotics control officer will conduct an audit of our controlled substances. There should be at least three personnel involved in this audit. The narcotics control officer as auditor, the assigned paramedic, and a witness (another paramedic or law enforcement officer). A report will be generated documenting all finding. This report will be forwarded up the chain of command to the Security Director and the Medical Director. 1246.49 Use of controlled substances will only be administered to patients who meet the criteria as established by Palm Beach County treatment and transport standing orders/protocols or when ordered to be administered by a qualified physician. 1246.50 Controlled substances may only be administered by paramedics. 1246.51 Administration of controlled substances will be reported to PBCFR crew taking over care of the patient. 1246.52 Record of use of controlled substances will be made on the patient field report. 1246.53 Record of use of controlled substance will be recorded on the patient treatment report. The following information will be recorded: patient's , date , time,

amount route, name of the physician who authorized the administration of the

controlled substance or by protocol.

Cambrid	ige Security	Controlled	Substanc	e Policy
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SUBJECT: Controlled Substance Policy APPROVED BY: DANIEL R. TILLES-EMS COORDINATOR				

- 1246.54 The paramedic will complete the use of controlled substance log and provide all information requested on the form including date, incident number, medication given, amount given, amount wasted, and the serial numbered seal numbers.
- 1246.55 The paramedic in charge (unit key holder) shall report to the EMS Coordinator the use of the narcotics.
- After the Controlled Substance log has been filled out with the adjusted totals the Narcotics box will be locked and resealed. The EMS Coordinator will be notified of the use of the controlled substance and the re-supply will be handled by the EMS Coordinator at his/her earliest convenience.
- The unused portion of the controlled substance will be disposed of by the Paramedic who administered the medication while being witnessed by one other clinician; for example, a hospital RN and second Cambridge Paramedic member or Law enforcement officer. The witness will complete the waste witness section of the use of controlled substance report. The waste section of the PCR must also be completed and signed.
- All re-supply of controlled substances will occur in the Security Gatehouse as soon as possible after the administration of the controlled substance and in accordance with this Policy.
- 1246.59 Records Storage All Paramedic vehicle controlled substance logs are kept on their assigned Paramedic vehicle. The assigned paramedics are responsible for seeing that they have the appropriate log.
- 1246.60 Controlled substance safe logs and expired narcotics safe logs will be kept in the logistics room secured inside the pharmacy cabinet.
- 1246.61 Long Term storage of controlled substance logs and documentation shall be kept in a locked filing cabinet in Cambridge Security Administration. For storage and security purposes these records will be maintained as medical records.
- All DEA 222 forms will be kept secured in the expired controlled substances safe located in the EMS Supply room. These forms will only be removed for purchasing and/or signing by Medical Director
- 1246.63 Expired controlled substances Monitoring of expiration dates for controlled substances shall be done by the EMS Coordinator via visual inspection.

Cambrid	Cambridge Security Controlled Substance Policy				
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SUBJECT: Controlled Substance Policy					
APPROVED BY: DANIEL R. TILLES-EMS COORDINATOR					

1246.64 It is the responsibility of all personnel to monitor and report any outdated controlled substance.

1246.65 All assigned paramedics who conduct end of month inventory must report any outdated controlled substances.

1246.66 Expiration dates are checked each time the controlled substance is issued and returned.

1246.67 All expired controlled substances shall be stored in a safe that is specifically in place for expired narcotics. The safe will be easily identified as the expired narcotics safe.

All expiring controlled substances will be turned over to the Jupiter Police Department (JPD) for destruction as soon as possible using the following procedure.

The EMS Coordinator will contact the Jupiter Police Departments Evidence and Property Custodian. They will form a controlled substance transfer team. The Transfer team will consist of the EMS Coordinator, a second paramedic and the JPD Evidence and Property Custodian. The expired controlled substances are removed from the safe and kept in possession of the transfer team. All materials will then be inventoried by the transfer team. The Transfer team will complete the Cambridge Security Controlled Substance Transfer Form and the JPD Property Receipt Form. Copies of this paperwork are shown in sections 1246.72 and 1246.73 of this Policy.

Once inventory and paperwork has been completed the controlled substance will be turned over to the JPD Evidence and Property Custodian for destruction.

The Jupiter Police Department will ensure that the materials are delivered to the Palm Beach County Sheriff's office for final destruction. JPD will prepare and execute all required DEA paperwork providing proof of proper handling and destruction of controlled substances to Cambridge Security for our records.

1246.72 <u>Copy of Controlled Substance Transfer documentation</u>

To: Security Director

From: Dr. Harris, Medical Director

Signature \_\_\_\_\_

(Authorizing Transfer to JPD for destruction)

Cambridge Security Controlled Substance Policy				
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SUBJECT: Controlled Substance Policy				
APPROVED BY: DANIEL R. TILLES-EMS COORDINATOR				

CC: EMS Coordinator, State EMS file, DEA File Date:

This Report is intended to document the transfer of expired controlled substances from the Cambridge Security expired controlled substances locker to so

	upiter Police Department rpose of destroying these	s Evidence and property custodian for the materials.		
	consisting of the below na	we convened a controlled substance transfer team amed personnel. The transfer team inventoried and materials: (See example below)		
locker and trai	substances that were rem	nt the above list represents all of the controlled noved from the Cambridge Security expired narcotics are and Property Custodian for destruction.		
	Controlled Substance Tra	nsfer Team:		
	: Cambridge Security EMS Coordinator			
	Signature	Date		
		_: Cambridge Security Paramedic		
	Signature	Date		
		: Jupiter Police Department Evidence and Property		
	Custodian			
	Signature	Date		

January 1, 2018	1 salicaly 1, 2018	1	. ŧU	ı	ıυ	ŧ	1246.00
SUBJECT: Controll	ed Substance Policy						
APPROVED BY: D	ANIEL R. TILLES-EMS	COORDIN	VATOR	•			

1246.73 Copy of Jupiter Police Department Property Receipt.

# Jupiter POLICE DEPARTMENT PROPERTY RECEIPT

	CASE/EVENT NUMBER:										
DATE TIME								CHARGE / CASE TY	ΈE		
☐ EVIDENCE ☐ FOUND PROPERTY ☐ SAFE KEEPING						FORFEITURE	DESTROYED	OTHER			
ADDRESS WHERE PROPERTY RECOVERED											
		NAME D		DO	B R/S		ADDR	ESS	PHONE		
COM	PLAINAN	T			<u> </u>						
0'	WNER						$\perp$	•			
ARI	RESTEE										
	·	RUCTION	NS FOR	PROPERTY &	EVI	DENCE				•	
Item#	QTY					D	escrip	tion of Property			
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NARR	ATIVE:										
				M			-				
						<u> </u>					
I herei	by ackno nerty tak	wledge (h en from n	nat the a	above list repres ession and that	ents I	I here	I hereby acknowledge that the above list represents all property impounded by me in the official performance of duty as a Law				
have	eceived	a copy of	this rec	eipt.	•	Enfo	rceme	nt Officer or Support	Personnel as defined	in FSS 943.10	
Print I	Name:					Print	Name	E	ID#		
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Signa	ture:		·····			ı sign	awre:				
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# PALM BEACH COUNTY SA MB 7-0 BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMADY

Meeting Date: September 18, 2018 [X] Consent [ ] Regular Department: Facilities Development & Operations [ ] Ordinance [ ] Public Hearing

#### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Agreement with Cambridge Security Services Corporation, a corporation licensed to do business in the State of Florida ("Participant") allowing for interoperable communications through the countywide and EMS common talk groups of the County's 800 MHz Radio System for the period of September 18, 2018 to September 18, 2021.

Summary: This Agreement (Agreement) provides the terms and conditions under which the Participant can program into its radios and utilize the countywide and EMS common talk groups for certain inter-agency communications. The terms of the Agreement are standard and have been offered to all municipalities and local branches of State/Federal agencies and ambulance service providers with 800 MHz trunked radio capabilities. There are no charges associated with this Agreement, but the Participant is required to pay all costs associated with Participant's subscriber units and to comply with the established operating procedures for the System. The Agreement may be terminated by either party, with or without cause. The term of the Agreement is for three (3) years or until the expiration or termination of Participant's Certificate of Public Convenience and Necessity, whichever comes first. There are three (3) renewal options, each for a term of three (3) years. (ESS) Countywide (LDC)

Background and Justification: This Agreement provides interoperability via use of the countywide and EMS common talk groups, which is the lowest level of interoperability approved by the Communications Systems and Operations Policy Advisory Committee. The Participant is being permitted such use because it has contracted with a local Home Owners Association to provide Advanced Life Support and Emergency Medical Services for that community. The Participant will only be able to access the common talk groups for specified types of communications and will conduct routine operational communications on its own radio system. As such, there is no capacity impact to the County and hence no charges associated with this Agreement.

Attachments:		
Agreement		
<i>4-</i>		
Recommended By:	Audrewold /m	_
. •	Department Director	Date
Approved By:	10 Baker	4/7/18
	County Administrator	Date

#### AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into on SEP 1 8 2018 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and Cambridge Security Services Corporation, a corporation licensed to do business in the State of Florida ("Participant"), with a Federal Tax ID number of 26-3471402.

#### WITNESSETH

WHEREAS, the County is continually identifying more effective service delivery methods which result in enhanced public safety services to the residents of Palm Beach County; and

WHEREAS, the County has purchased, designed, installed, and operates an Public Safety Radio System which meets the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Medical Services, and various Palm Beach County general government agencies; and

WHEREAS, the County and the Participant have determined that the ability to provide interoperable communications is critical to the effective and efficient provision of public safety services; and

WHEREAS, it has been determined to be mutually beneficial to Parties to execute this Agreement which sets forth the parameters under which the Participant can access the Emergency Medical Services (EMS) and Common Talk Groups established on the County's Public Safety Radio System to receive the public safety benefit of EMS communications and interoperability with County agencies and other municipalities; and

WHEREAS, the Palm Beach County Public Safety Department/Emergency Management Division has requested that the Participant be granted limited access to the County's Public Safety Radio System in order to enhance communication and coordination efforts between hospitals and medical response providers.

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

#### SECTION 1: PURPOSE AND DEFINITIONS

1.01 The purpose of this Agreement is to set forth the parameters under which the County will provide access to the EMS and Common Talk Groups established on the County's Public Safety Radio System specifically to provide interoperable communications among public safety agencies capable of accessing this feature of the County's Public Safety Radio System. This Agreement also identifies the condition of use and ability of the Participant to participate in the operational decisions relating to the use of the EMS and Common Talk Groups.

# SECTION 2: ADMINISTRATION OF THE COUNTY'S PUBLIC SAFETY RADIO SYSTEM AND RADIO SYSTEM USE PROCEDURES

- 2.01 The Palm Beach County Electronic Services & Security Division's System Manager will be the Participant's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate on-call contact will be made.
- 2.02 The Network Maintenance and Administration Plan, as referenced on Attachment I hereto as maybe amended, identifies the general procedures for the management of the Radio System and procedures for input through the user committees into operating procedure development. The plan establishes the County-Wide Radio System Steering Committee (CRSSC) who is responsible for overseeing and implementing the policies and procedures for the County's Public Safety Radio System.
- 2.03 The Participant shall follow all policies and standard operating procedures in place at the time of this Agreement as well as those developed in the future and issued to the Participant by the System Manager. The Participant agrees to comply with any enforcement actions required by the policies and procedures for misuse or abuse of the County Radio System. The Participant acknowledges and agrees that failure of the Participant or individual radio user to comply with the requirements of this Agreement may result in the termination of this Agreement or the individual radio or radios being disabled.

### SECTION 3: PUBLIC SAFETY TRUNKED RADIO SYSTEM AND MICROWAVE SYSTEM

- 3.01 The County Public Safety Radio System and Microwave System consists of ten (10) 800 MHz transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the ability to interconnect with co-located County owned dispatch equipment.
- 3.02 The County Public Safety Radio System and Microwave System provides County-Wide portable and mobile radio coverage for the EMS and Common Talk Groups. The radio coverage for the EMS and Common Talk Groups is identical to that of other County Talk Groups that reside on the County's Public Safety Radio System.

#### SECTION 4: PARTICIPANT EQUIPMENT AND RESPONSIBILITIES

4.01 The City's equipment will be Project 25 (P25) compliant 800 MHz mobile, portable, and control station equipment programmed to be used on the County's Public Safety Radio System. The City will be required to keep its equipment in proper operating condition and the City is responsible for maintenance of its radio equipment.

County may, at its discretion, disable the equipment from the Radio System after properly notifying the Participant in writing if the device is causing interference to the Radio System.

4.08 In the case of lost or stolen equipment, the Participant will notify the System Manager by e-mail or fax authorizing the System Manager to disable the equipment. The authorization shall provide the County issued individual unit ID number and the serial number of the radio. The System Manager will advise back via e-mail when the radio has been disabled. A request by the Participant to re-activate a disabled radio will also be required in writing by e-mail or fax to the System Manager.

### SECTION 5: SUBSCRIBER UNIT INFORMATION TO BE PROVIDED BY PARTICIPANT

- 5.01 The Participant will be required to provide to the County an initial inventory of the radios that are proposed to be programmed for use of the Common Talk Groups. The Participant will provide the following information to the County:
  - 1. Radio manufacturer and model numbers
  - 2. Radio serial numbers
  - 3. Requested Aliases to be programmed

The System Manager will then compile this information and transmit back to the Participant a matrix of the County-Wide talk group, aliases, and radio ID numbers prior to the Participant's radios being activated on the County's Radio System. The Participant is responsible for adhering to the Talk-Group and Radio ID allocations established by the County. The County's Talk Group and Radio ID allocations are on file with the County and are available upon request.

#### SECTION 6: COUNTY RESPONSIBILITIES

- 6.01 The County shall be responsible for the maintenance and operation of the County Radio System.
- 6.02 The County shall be responsible for all permitting, licensing, and fees associated with the operation of the Radio System.
- 6.03 The County shall maintain the coverage within the County boundaries as described in the County's contract with Motorola R2015-1673, dated 11/17/15, throughout the term of this Agreement except for times of scheduled preventative maintenance, where it will be required to disable portions of the network for a pre-determined length of time, or during times of System failures. The Participant shall be notified of scheduled preventative maintenance, pursuant to the Policies and Procedures referenced on Attachment I hereto, as maybe amended.

- 1. Working talk group for multiple agencies fighting a fire together.
- 2. Coordination during a police chase through multiple jurisdictions.
- 3. Coordination during a disaster recovery.
- Coordination for a special event which requires participation of multiple agencies and disciplines (i.e., undercover operations, investigations, perimeter communications, fire ground coordination, etc.)
- 5. Coordination of scene security and establishment of landing zone for aircraft.
- 7.03 The Common Talk Groups shall not be used for every-day routine communications.
  - 7.031 Examples of improper use are the following:
  - As an extra talk group for agencies that have cross programming agreements and duplicate talk groups programmed into their radios.
  - To provide an extra working talk-group for a single agency supporting a special event or operation (i.e., undercover operations, investigations, perimeter communications, fire ground coordination, etc.).
  - As an additional dispatch, administrative, or car-to-car talk-group for use by a single agency.

#### SECTION 8: INDEMNIFICATION AND LIABILITY

The Participant agrees to protect, defend, reimburse, indemnify and hold County, it's agents, employees and elected officials and each of them (hereinafter collectively and for the purposes of this paragraph, referred to as "County"), free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney's fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, of any damage to property or the environment, economic losses, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring an interest hereunder, and any third party or other party whomsoever, or any governmental Participant, arising out of in incident to or in connection with Participant's performance under this Agreement, the condition of the property, Participant's acts or omissions or operations hereunder, of the performance, non-performance or purported performance of the Participant of any breach of the terms of this Agreement; provided however, that Participant shall not be responsible to County for damages resulting out of bodily injury or damages to property which Participant can establish as being attributable to the negligence of the County.

- comply with this requirement unless such subcontractor's employees are covered by the Participant's Workers Compensation Insurance policy.
- 9.02 Participant shall purchase and maintain during the term of this Agreement, Commercial General Liability insurance (required coverages, premises/operations, independent contractors, products/completed operations, contractual liability, broad form liability, X-C-U coverages, if applicable) in the amount no less than \$1,000,000 per occurrence.
- 9.03 Should any of the work hereunder involve water craft owned or operated by Participant or any subcontractor, such shall be insured under the Commercial General Liability policy or by other such liability insurance such as Protection and Indemnity in an amount no less than \$5,000,000 per occurrence.
- 9.04 Should any of the work hereunder involve aircraft (fixed wing or helicopter) owned or operated by Participant or any subcontractor, Participant shall procure and maintain Aircraft Liability insurance in the amount of \$5,000,000 per occurrence bodily injury (including passengers) and property damage.
- 9.05 Should the Participant provide patient carrier services using Participant owned or leased vehicles, the Participant shall purchase and maintain during the term of this Agreement, Business Automobile Liability insurance covering on all owned, non-owned and hired automobiles with all of the limits, terms and conditions with a combined single limit bodily injury and property damage in an amount no less than \$1,000,000 per occurrence.
- 9.06 The requirements contained herein as to types and limits, as well as County's approval of insurance coverage to be maintained by Participant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Participant under this Agreement.
- 9.07 The County shall be named as an Additional Insured on each liability insurance policy required, except for Workers Compensation and Business Auto Liability. The additional insured endorsements shall provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents", c/o Electronic Services & Security Division, 2633 Vista Parkway, West Palm Beach, FL, 33411. All involved policies must be endorsed so that thirty (30) days notification of cancellation and any material change(s) in coverage shall be provided to the Board of County Commissioners of Palm Beach County.
- 9.08 The Certificates of Insurance must provide clear evidence that Participant's Insurance Policies contain the minimum limits of coverage and special provisions prescribed in this Section, in accordance with all of the limits, terms and conditions set forth above and shall remain in force during the entire term of this Agreement. Prior to the execution of this Agreement, Participant shall deliver to County Certificate of Insurance, evidencing

#### SECTION 12: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by written amendment by all parties.

#### **SECTION 13: TERMINATION**

This Agreement can be terminated by either party, with or without cause. Upon request for termination by the Participant, the System Manager will proceed to disable the Participant's radios from the County's Radio System. It will be the responsibility of the Participant to reprogram the Participant's radios removing the County's Radio System information from the radios. The Participant will complete reprogramming the Participant's radios within 30 days of the date of termination.

#### **SECTION 14: NOTICES**

Any notice given pursuant to the terms of this Agreement shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator 301 North Olive Avenue West Palm Beach, FL 33401

Director, Facilities Development & Operations 2633 Vista Parkway West Palm Beach, FL 33411

With a copy to:

Public Safety Radio System Manager 2633 Vista Parkway West Palm Beach, FL 33411

County Attorney's Office 301 North Olive Avenue West Palm Beach, FL 33401

As to the Participant:

Cambridge Security Services Corporation 5100 N Federal Hwy, 4<sup>th</sup> Floor Fort Lauderdale, FL 33308 be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

#### SECTION 22: WAIVER OF JURY TRIAL

The parties hereto waive trial by jury in connection with proceedings or counter claims, brought by either of the parties against each other, in connection with this Agreement.

## SECTION 23: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### SECTION 24: NO THIRD PARTY BENEFICIARY

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen and/or employees of the Participant or the County.

#### **SECTION 25: NON-DISCRIMINATION**

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Participant warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

#### Attachment I

#### PALM BEACH COUNTY PUBLIC SAFETY RADIO SYSTEM POLICIES AND PROCEDURES

#### Policy / Procedure Title

- 1. Countywide Use of 800 MHz System (O.P. # I-01)
- 2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)
- 3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)
- 4. Emergency Medical Communications (O.P. # I-06)
- 5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)
- 6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)
- 7. System Maintenance and Administration Plan

Business Radio Ucensing



#### Federal Communications Commission Washington, D.C. 20554

01/05/2017



Ref: PSQ Reset for your CORES FRN: 0011-0213-00

The CORES Administrator for the Commission Registration System (CORES) has reset your Personal Security Question (PSQ) information as requested. If you wish to update/change your registration data, you can reach the CORES home page online at http://www.fcc.gov/fmreg. You can not update/change your taxpayer identification number (TIN) online. You must contact the CORES Administrator to initiate this procedure at (877) 480-3201, menu option number 4.

You can also download the CORES Registration Update/Change Form (FCC Form 161) from the FCC Forms Web site at http://www.fcc.gov/formpage.html (the form also can be requested via telephone or fax from the FCC.) The form should be completed and submitted to the CORES Administrator at 445 12th Street, SW, Room 2-A629, Washington, DC 20554.

If you forget your password you now have the ability to use the CORES online password reset system. Proceed to the CORES home page at http://www.fcc.gov/frareg, select Update Registration, then click the link for online password reset below the login window. After providing your FRN, you will be prompted with your Personal Security Question. If you answer it correctly, you will be allowed to reset your FRN's password.

If you have any questions, please call the CORES Administrator at (877) 480-3201, menu option number 4.

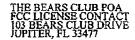
Thank You,

CORES Administrator



#### Federal Communications Commission Washington, D.C. 20554

01/05/2017



Ref: CORES Registration Update

Your CORES data has been updated per your request by the CORES Administrator or by the Wireless Telecommunications Bureau Universal Licensing System (ULS). You should use the FCC Registration Number (FRN) for all transactions and inquiries to the Federal Communications Commission.

FCC Registration Number: 0011-0213-00

Entity Name: BEARS CLUB

DBA/TA:

Entity Type: PRIVATE SECTOR
Business Entity Type: ASSOCIATION

Contact Org./Co.: THE BEARS CLUB POA
Contact Position/Titte: FCC LICENSE CONTACT

Contact:

Contact Address: 103 BEARS CLUB DRIVE

JUPITER, FL 33477

Contact Country: UNITED STATES

Contact Email: Contact Phone:

Contact Fax:



#### Federal Communications Commission

Wireless Telecommunications Bureau

#### RADIO STATION AUTHORIZATION

LICENSEE: THE BEARS CLUB POA

ATTN: SCOTT DEATLEY THE BEARS CLUB POA 103 BEARS CLUB DRIVE JUPITER, FL 33477

Call Sign	File Number					
WQGP695	0007615564					
Radio Service						
IG - Industrial/Business Pool,						
Conventional						
Regulatory Status						

**PMRS** 

Frequency Coordination Number

FCC Registration Number (FRN): 0011021300

Grant Date	Effective Date	Expiration Date	Print Date
01-10-2017	01-10-2017	03-17-2027	01-10-2017

#### STATION TECHNICAL SPECIFICATIONS

#### Fixed Location Address or Mobile Area of Operation

Address: 252 Bears Club Drive

City: Jupiter County: PALM BEACH Lat (NAD83): 26-53-25.1 N

Long (NAD83): 080-05-08.0 W

ASR No.:

Ground Elev: 5.5

Area of Operation

Operating within a 20.0 km radius around fixed location 1

Ante	nnas										
Loc. No.	Ant. No.	Frequencies (MH2)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
ī	l	000461.20000000	FB2	1		11K2F3E	45.000	113.000	22,3	24.8	03-17-2008
2	1	000461,20000000	MO	10		HK2F3E	4.000	4.000			03-17-2008
2	1	000466.20000000	МО	10		11K2F3E	4,000	4.000			03-17-2008

**Control Points** Control Pt. No. 1

Address: 252 Bears Club Dr City: Jupiter

County: PALM BEACH

State: FL

Telephone Number: (561)626-0801

Waivers/Conditions:

NONE

#### 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



February 11, 2020

Board of County Commissioners Palm Beach County 301 N. Olive Avenue West Palm Beach, FL 3340

Re: COPCN Attachment #18

To Whom It May Concern,

We, the undersigned representatives 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, 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.

Respectfully submitted,

than Lazar

Chief Executive Officer

James J. D'Arcy
Chief Operating Officer



# Palm Beach County **Emergency Medical Services COPCN** Application



			and the second			
Agency Name	Cambridge Se	ecurity Servi	ces Corp.			
		Received By	L. Schurter			
General Fund 0001-660-7110-4295						
Payment						
Received	Date		. 1/31/2020			
	Check Number		5179			
	Amount		\$500.00			

PAID

CASH ONLY IF ALL CheckLock "SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

CAMBRIDGE SECURITY SERVICES CORP. 5100 N FEDERAL HIGHWAY #405 FORT LAUDERDALE, FL 33308 954-320-4407

Sterling National Bank 512 Seventh Avenue at 38th Street New York, NY 10018 50-7044/2219

1/7/2020

PAY TO THE ORDER OF . PALM BEACH COUNTY BOARD OF COMMISSIONERS \$ \*\*500.00

Five Hundred and 00/100\*\*\*\*

**DOLLARS** 

5179

PALM BEACH COUNTY BOARD OF COMMISSION

"OO5179" ::221970443: 3852541396"

CAMBRIDGE SECURITY SERVICES CORP.

PALM BEACH COUNTY BOARD OF COMMISSIONERS

1/7/2020

5179

Date 10/8/2019 Bill

Type Reference LICENSE

Original Amt. 500.00 Balance Due

500.00

Discount

Payment

Check Amount

500.00 500.00

117 of 117

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

WHEREAS, there is a need for <u>Cambridge Security Services Corporation</u> to operate and provide essential emergency medical services to the citizens and visitors of Palm Beach County, Florida; and

WHEREAS, said agency has applied to provide these services; and

WHEREAS, said agency has indicated that it will comply with the requirements of Palm Beach County's Emergency Medical Services Ordinance (#2017-030) as amended, the Board of County Commissioners of Palm Beach County hereby issues a Certificate of Public Convenience and Necessity with conditions to said emergency medical service provider, valid from issuance on August 25, 2020 and until the earlier of termination by the Board of County Commissioners or termination of the contractual agreement with The Bears Club.

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 Bear's Club POA

Service Endorsed: Special Secondary Service Provider - ALS Nor - Transport







Mayor Roard of County Commissioners

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

WHEREAS, there is a need for <u>Cambridge Security Services Corporation</u> to operate and provide essential emergency medical services to the citizens and visitors of Palm Beach County, Florida; and

WHEREAS, said agency has applied to provide these services; and

WHEREAS, said agency has indicated that it will comply with the requirements of Palm Beach County's Emergency Medical Services Ordinance (#2017-030) as amended, the Board of County Commissioners of Palm Beach County hereby issues a Certificate of Public Convenience and Necessity with conditions to said emergency medical service provider, valid from issuance on August 25, 2020 and until the earlier of termination by the Board of County Commissioners or termination of the contractual agreement with The Bears Club.

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 Bear's Club POA

Service Endorsed: Special Secondary Service Provider –

Director, Public Safety Department

To be returned to
PSD after signature
\* ORIGINAL #



#### Department of Public Safety Division of Emergency Management

20 South Military Trail
West Palm Beach, FL 33415
(561) 712-6400
FAX: (561) 712-6464
www.pbcgov.com

Palm Beach County Board of County Commissioners

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Mary Lou Berger

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

Official Electronic Letterhead

Palm Beach Post Classified Department 2751 South Dixie Highway West Palm Beach, FL 33405

E: Notice of Public Hearing regarding the approval of a Special Secondary Service Certificate of Public Convenience and Necessity (COPCN) for Cambridge Security Services Corporation.

#### Publish: Saturday: August 15, 2020

Please publish the enclosed Public Hearing Notice regarding the issuance of a "Special Secondary Service Provider" Certificate of Public Convenience and Necessity.

Please provide this office with four (4) proofs of publication, along with your bill in quadruplicate, prior to the Public Hearing on August 25, 2020. These should be mailed to the address below:

Palm Beach County Emergency Management Attn: Lynette Schurter 20 S. Military Trail West Palm Beach, FL 33415-3130

Your assistance is greatly appreciated. If you have any questions, please contact Lynette Schurter at 561-712-6696.

Yours truly,

Stephanie Sejnoha, Director Department of Public Safety

cc: Stephanie Sejnoha, Director of Public Safety Lisa De La Rionda, Public Affairs Denise Coffman, Deputy County Attorney Minutes Department



Palm Beach Post Classified Department 2751 South Dixie Highway West Palm Beach, FL 33405

#### NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held by the Board of County Commissioners of Palm Beach County, Florida, August 25, 2020 at 9:30 a.m. in the Jane Thompson Memorial Chambers, 6th Floor of the Governmental Center, 301 North Olive Avenue, West Palm Beach, Florida, for the issuance of a "Special Secondary Service Provider" Certificate of Public Convenience and Necessity (COPCN) to Cambridge Security Services Corporation, a private security provider agency, to allow the agency to provide Advanced Life Support Service (ALS) first response, non-transport services to the private gated community of "The Bear's Club Property Owners Association (POA)" for the period from August 25, 2020, until their contractual agreement with "The Bear's Club POA" is terminated.

Stephanie Sejnoha, Director Department of Public Safety

Please advertise on Saturday, August 15, 2020