

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$650)	(\$150)	(\$150)	(\$150)	(\$150)
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>(\$650)</u>	<u>(\$150)</u>	<u>(\$150)</u>	<u>(\$150)</u>	<u>(\$150)</u>

ADDITIONAL FTE

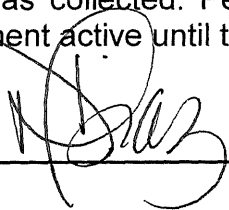
POSITIONS (Cumulative) _____

Is Item Included In Current Budget? Yes _____ No X
 Does this item include the use of federal funds? Yes _____ No X

Budget Account Exp No: Fund _____ Dept _____ Unit _____ Object _____
 Rev No: Fund 0001 Dept 660 Unit 7110 RevSc 2900/4295


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

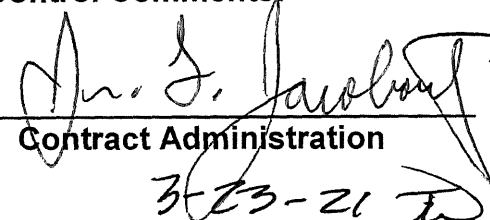
A onetime application fee of \$500 was collected. Permit fee of \$150 per unit will be charged annually. Contractual agreement active until terminated.

Departmental Fiscal Review:  3/23/21

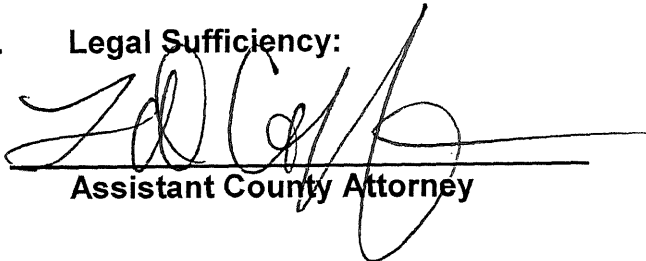
III. REVIEW COMMENTS

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

 3/18/21
 OFMB LM
3/18

 3/23/21
 Contract Administration
3-23-21 W

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Division of Emergency Management
Office of Emergency Medical Services
Certificate of Public Convenience and Necessity (COPCN) Summary Report
February 25, 2021

Community: Addison Reserve Country Club & Association

Corporate Name: Cambridge Security Services Corporation

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 #: 954-320-4407

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 Addison Reserve Country Club & Association which will commence starting December 31, 2020, and end on December 31, 2021. The agreement will automatically renew at the expiration of the term.

- 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 early termination or an extension of the contract.

Comment: The Chief Executive Officer for Addison Reserve Country Club, Michael McCarthy, provided a letter requesting Cambridge Security Services Corporation to provide Advanced Life Support (ALS) non-transport services to the Addison Reserve Country Club community.

- Attachment #3** – A memorandum of understanding that is executed between the applicant and the Primary COPCN Holder.

Comment: A memorandum of understanding (MOU) between Cambridge Security Services and the Primary Certificate of Public Convenience and Necessity Holder – Palm Beach County Fire Rescue was approved and signed on February 25, 2021.

- 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, 2022.
- 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 the ability to ensure continuity of operations.
Comment: Cambridge Security Services Corporation has provided a listing for the vehicle to be used. The vehicle is a 2021 Ford Interceptor VIN# 1FM5K8AB3MGA46915.
The backup vehicle is a 2021 Ford Interceptor VIN# 1FM5K8AB1MGA46914
- 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 22 paramedics. All paramedics meet the requirements of certification and training referenced in 64J-1.020 F.A.C. and their paramedic supervisor has over 25 years of experience as a Firefighter/Paramedic.
- 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, 2021. Palm Beach County is shown as the certificate holder.
- Attachment #9** – The Medical Director must be a Florida licensed physician. Provide a copy of a fully executed contract or agreement. Include copies of the 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 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, 2021.

- Attachment #10** - A letter from your Medical Director stating your agency has adopted the minimum standard, pre-hospital treatment/transport protocols.
Comment: 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.
- Attachment #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. Note: Cambridge Security Services Corporation does not transport patients, patients will be transported by the Primary Provider, Palm Beach County Fire Rescue.
- 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 financials for 2017, 2018, 2019 & 2020. At this time, Cambridge Security Services Corporation does not have any Medicare audits.
- Attachment #13** - Copy of proposed rate structure, if any.
Comment: No fees will be assessed to any patients of Addison Reserve Country Club,
- Attachment #14** - Except for current COPCN holders, a summary history of the 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 two (2) Special Secondary Service Provider COPCNs in PBC with The Club at Admirals Cove since December 4, 2018, and The Bear’s Club since August 25, 2020.
- Attachment #15** – 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 Palm Beach County Office of EMS (except deficiencies reports).
Comment: Cambridge Security Services Corporation’s vehicles for their two (2) communities with COPCNs have been inspected by the County and met all requirements. They were inspected

by the State of Florida on December 20, 2019. The new ALS vehicle for Addison Reserve Country 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.

- Attachment #17** - A memorandum of understanding for radio communications that is executed between the applicant and Palm Beach County. (PBC Facilities Development and Operations Dept.)

Comment: Cambridge Security Services Corporation is a current PBC COPCN holder with a current PBC Radio Communications MOU. It is not necessary that a second radio agreement be obtained for this community.

- Attachment #18** – The applicant must provide a certified letter from the COPCN Holder’s Chief Executive Operating Officer or Fire Chief that the applicant has met all applicable federal, state, and local requirements pertaining to the delivery of EMS.

Comment: 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.

- Attachment #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.

Comment: Cambridge Security Services Corporation provided check# 3635 for \$500.00 as payment for their COPCN for Addison Reserve Country Club & Association.

Staff Recommendation

The Department of Public Safety, Division of Emergency Management (DEM) has reviewed the COPCN application for Cambridge Security Services Corporation and recommends approval of a Special Secondary Service ALS Provider - Non-Transport COPCN for the Addison Reserve Country Club & Association.



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



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

Section 1: (Check one)

Applying for new Special Secondary Service Provider Certificate of Public Convenience and Necessity (COPCN)

Applying for renewal/revised Special Secondary Service Provider Certificate of Public Convenience and Necessity (COPCN)

Special Secondary Service Provider COPCN term from 1/11/2021 to 1/11/2024

SPECIAL SECONDARY SERVICE PROVIDER Provides non-transport initial ALS services pursuant to a contract with a community/business association as indicated on the COPCN until the Primary COPCN Provider arrives. A Special Secondary Service Provider must obtain a COPCN for each such community/business and are issued for a term that terminates automatically upon the termination or expiration of the COPCN holder's contract for service with the community/business association, or upon notice from the community/business association.

Special Secondary Service Provider COPCN experience does not meet the criteria to establish the necessary ALS or BLS experience since patient care is transferred to the Primary Provider, no transportation is provided, and Special Secondary Service Provider's do not provide patient care during transport

Section 2: AGENCY INFORMATION

Name of agency Cambridge Security Services Corp.

Mailing address 5100 N Federal Hwy, Ste 425, Fort Lauderdale, FL 33308

Base station address 360 US-1, #210, North Palm Beach, FL 33408

Phone # 954-320-4407

Agency is public sector private sector

Note: The name of the service that is placed on the "Name of agency" line must be identical to the name listed on your COPCN

Chief's / Manager's / Owner's name James J. Wiley, CEO

Medical Director's name Hillel Z. Harris, MD FACEP

Medical Director's business address 5258 LINTON BLVD., SUITE 200, DELRAY BEACH FL 33484

Medical Director's Medical License# ME 102298 Exp. Date 1/31/2002

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 #7.)

Section 3: ATTACHMENTS REQUIRED

Applicants shall submit the application for COPCN as set forth in the Palm Beach County Code of Laws and Ordinances 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 three (3) ring binder, the following:**

1. Describe the need and area(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 Emergency Medical Services (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. 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.

- ✓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
- ✓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.**
- ✓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.
- ✓10. A letter from your Medical Director stating your agency has adopted the minimum standard, pre-hospital treatment/transport protocols.
- ✓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.
- ✓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.
- ✓13. Copy of proposed rate structure, if any.
- ✓14. Except for current Palm Beach County 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.

The COPCN shall be issued and after six months, the COPCN holder shall deliver a report to the Department with a summary history of the COPCN holder's performance record demonstrating that Applicant successfully provided ALS services during the initial six (6) months of operation and accompanied by a letter from the Primary Provider attesting that the COPCN holder has performed satisfactorily to the

knowledge of the Primary Provider. Additionally, the COPCN holder shall provide records substantiating the implementation of a formal quality assurance system and that at least three (3) formal, quality assurance meetings having taken place during the initial six (6) months of operation. The Primary Provider is required to be invited to participate in the quality assurance meetings.

Upon review of the required documentation, the administrator will determine if the conditions have been satisfied. Special Secondary Service Providers who satisfy the conditions shall be issued a letter acknowledging satisfaction and removal of the conditions of the COPCN. In that event the COPCN shall remain in effect until the contract with the Community Association expires or terminates.

If the administrator determines the conditions have not been satisfied, then the COPCN holder shall be in violation of the EMS Ordinance and the COPCN shall be subject to immediate suspension by the administrator and revocation by the Board of County Commissioners (BCC). The administrator may permit an additional thirty (30) days to satisfy conditions if the Applicant has demonstrated good faith efforts towards satisfaction of the conditions.

Except as expressly modified herein, COPCN holders with conditions are subject to the requirements of the EMS Ordinance and all Rules and Regulations of the BCC and nothing herein shall be construed as a limitation, waiver or relinquishment of any right, remedy, or enforcement power authorized by law, or the EMS Ordinance, or the Rules and Regulations.

- ✓ 15. 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 Palm Beach County Office of EMS (except deficiencies reports).
- ✓ 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.
- ✓ 17. A memorandum of understanding for radio communications that is executed between the applicant and Palm Beach County. (PBC Facilities Development and Operations Dept.)
- ✓ 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.
- ✓ 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."

SECTION 4: AUTHORIZED SIGNATURE

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.

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.

JAMES J. D'Arcy

Printed/Typed Name of Agency Representative

[Signature]
Signature

11/12/2020

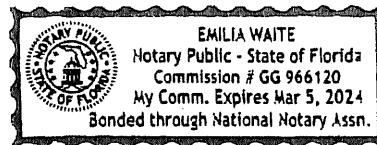
Date

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Application was acknowledged before me this 11th day of November, 2020, by James D'Arcy, who is personally known to me or who has produced Drivers License, as identification and who did take an oath.

[Signature]
Signature

Notary Seal:



ADDISON

RESERVE

Michael McCarthy
Chief Executive Officer
Addison Reserve Country Club
7201 Addison Reserve Boulevard,
Delray Beach, FL 33446

November 8, 2020

James D'Arcy
Chief Operating Officer
Cambridge Security Services Corporation
5100 North Federal Highway
Fort Lauderdale, FL 33308

Dear Mr. D'Arcy,

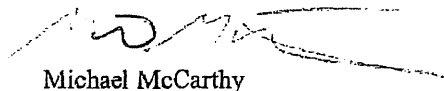
We hereby submit a letter of intent to execute a service agreement with Cambridge Security Services. We envisage that the principal terms of the proposed transactions would be substantially as follows.

We would enter into a service agreement beginning in January of 2021 for a period of three (3) years. Cambridge Security Services would provide armed security and advanced life support services for the community and club. The estimated annual cost of this contract will be between \$1.4MM and \$1.9MM.

As part of this letter of intent, we would require that you obtain a Certificate of Public Convenience and Necessity from Palm Beach County to provide Paramedic services in the community.

This letter is not an official purchase agreement. All of the terms and conditions of the proposed transaction would be stated in the Service Agreement, to be negotiated, agreed and executed by both parties.

Sincerely,



Michael McCarthy

SERVICE AGREEMENT

THIS SERVICE AGREEMENT is made as of this 15 day of November, 2020 between CAMBRIDGE SECURITY SERVICES CORPORATION, whose corporate address is 5100 North Federal Highway, Suite 405, Fort Lauderdale, Florida 33308 ("CAMBRIDGE"), and, ADDISON RESERVE MASER PROPERTY OWNERS ASSOCIATION, INC. dba ADDISON RESERVE COUNTRY CLUB & ASSOCIATION, whose address is 7201 Addison Reserve Blvd Delray Beach Florida 33446 ("CLIENT").

WITNESSETH:


WHEREAS, CLIENT desires to engage the services of CAMBRIDGE as an independent contractor and not as an employee to perform the services described herein (the "Services") for CLIENT; and

WHEREAS, CAMBRIDGE desires to perform the Services as requested and CLIENT agrees to use CAMBRIDGE exclusively for said Services during the term Hereof.

NOW, THEREFORE, for and in consideration of the promises and the undertakings hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:



1. **Recitals.** The recitals set forth above and any exhibits hereto are true and correct and each is incorporated herein by reference.
2. **Services.** During the term of this Agreement and any extensions thereof, CAMBRIDGE shall perform or furnish persons designated and qualified to perform the Services described in Exhibit "A" attached hereto and made a part hereof for all purposes, and CAMBRIDGE agrees to perform the Services for CLIENT subject to the terms and conditions contained herein. Services are being provided only to the CLIENT. No other person or entity is, nor is there intended to be, a third party beneficiary under this agreement. CAMBRIDGE is assuming no duty to protect any other persons or entities or their property.
3. **Term and Termination.** This Agreement shall commence on December 31, 2020 and shall continue for a 1-year term ending on December 31, 2021. This Agreement shall automatically renew at the expiration of the term. CLIENT may cancel this Agreement, with or without cause, with 60 days' written notice to the other party. CAMBRIDGE may cancel this Agreement, with or without cause, with 60 days' written notice to the other party.
4. **Compensation.** CAMBRIDGE will remit invoices to CLIENT during the term of this Agreement for CAMBRIDGE's performance of the Services actually rendered in the amounts set forth in Exhibit "A". The invoices will be payable by CLIENT upon receipt, Compensation paid to all officer at Addison shall be by agreement between Addison and Cambridge at the base rate at the schedule set forth in Exhibit A. Addison shall have the right to a full audit of the payroll records of Cambridge to verify that the amounts paid as invoiced are consistent with Exhibit A. Claims by CLIENT for losses or damages shall be made separately and independently from said invoices. CLIENT shall submit any such claims to CAMBRIDGE and/or the appropriate insurer for processing. CLIENT represents that it is financially solvent. CLIENT represents that CLIENT shall be responsible for payment of all amounts invoiced by CAMBRIDGE hereunder. Notwithstanding anything to the contrary herein, CAMBRIDGE may terminate this Agreement at any time after 7 days' prior written notice to CLIENT due to CLIENT's failure to pay any moneys due hereunder, or if at any time during the term if this Agreement shall be filed by or against CLIENT in any court, pursuant to any statute, a petition in Bankruptcy, insolvency, reorganization or the appointment of a receiver.

1

Initial 
Initial 

5. **Bill Rate Escalation.** The bill rates for all positions described in Exhibit "A" shall remain in effect through December 31, 2021. Unless this contract is terminated by either party and shall therefore renew automatically all bill rates including salary increases for all positions described in Exhibit A shall be mutually agreed upon by the parties between Cambridge and Addison. Cambridge shall advise Addison on an annual basis regarding the staffing needs of Addison as well as other security needs for the protection of its residents.
6. **Independent Contractor Status.** CLIENT and CAMBRIDGE understand and agree that CAMBRIDGE's status under this Agreement is that of an independent contractor and that CAMBRIDGE's status shall in no way be deemed to be that of an employee of CLIENT or any of its affiliates.
7. **Proof of Business License.** CAMBRIDGE represents that CAMBRIDGE and all of its personnel have current state, county, city, and local licenses, as applicable, in all names under which conducting business in the relevant area, and that all of its employees have been properly registered and that all other regulatory governmental authorities and state departmental agency requirements have been met and are current with the State of Florida, as required.
8. **Other Clients.** CAMBRIDGE may represent, perform services for, and be employed by such clients, persons, or companies other than CLIENT, as CAMBRIDGE, in its sole discretion, may determine.
9. **Limited Liability.** It is understood that insurance, if any, (other than provided in paragraph 11 hereof) shall be obtained by the CLIENT and that the amounts payable to CAMBRIDGE hereunder are based upon the value of the Services, and the scope of liability as herein set forth are unrelated to the value of the CLIENT's property or the property of others located in CLIENT's premises. CAMBRIDGE makes no guarantee or warranty, including any implied for loss, damage or injury due directly or indirectly to occurrences, or consequences therefrom, which the Services are designated to detect or avert. CAMBRIDGE shall not be liable to Client, any of Client's customers or any persons not a party to this Agreement for any bodily injuries, including death or property damage. CAMBRIDGE shall have no liability for any injury, claim, loss, death or cause of action arising from a slip, trip or fall while on or near the premises of CLIENT. Without limiting the generality of the foregoing, it is expressly understood and agreed that CAMBRIDGE is not responsible for performing any maintenance services including but not limited to elevator or escalator maintenance, building upkeep, garbage or debris removal and water removal. Notwithstanding anything to the contrary herein it is agreed that any additional insured or Indemnity provision throughout this Agreement applies only to claims arising solely from the direct negligent acts of CAMBRIDGE employees while performing agreed upon duties as licensed security guards. The parties agree that the services furnished under this Agreement shall be in conformity with practices that are generally current in the security industry. CAMBRIDGE's responsibility is solely limited to providing physical security services under the terms and conditions set forth herein.

CLIENT represents and warrants that they have solely determined the nature and number of security officers at CLIENT's location. This representation is based upon the advice provided by Cambridge as set forth in Paragraph 5. The security officers furnished by CAMBRIDGE shall perform such services as agreed upon in this Agreement. Cambridge agrees to provide Client with a copy of the POST ORDERS Exhibit B in effect or any changes thereafter. The Post Orders are to be provided to Andrew Greenfield, Property Manager of Addison Reserve, as issued. If the CLIENT alters any instructions or directions given by CAMBRIDGE to any security officers or if the CLIENT assumes any supervision of the security officers, the CLIENT shall be solely liable for any and all consequences thereof and agrees to indemnify,

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defend and hold harmless CAMBRIDGE from and against any and all losses, claims, expenses or damages arising from or relating to the actions or omissions of such security officers. The limitation on liability expressed in this Agreement shall inure to the benefit of and apply to all parents (both direct and indirect), subsidiaries and affiliates of CAMBRIDGE. Nothing in this Agreement shall confer any rights upon any person or entity not a signatory to this Agreement.

CLIENT agrees to Hold Harmless, Indemnify and defend CAMBRIDGE for and from any losses, (including loss of Life) and property, claims, actions and or suites, that arise from or as a result of CAMBRIDGE periodically and randomly remotely viewing CAMBRIDGE's employees on Camera while performing their duties on the CLIENT's location and or location, as remote viewing is only used as an additional tool to better supervise CAMBRIDGE's employees, and is not intended or able to prevent and or deter any loss and or losses to include loss of life and or property. It is further understood and agreed the CLIENT agrees to hold harmless, indemnify and defend CAMBRIDGE for and from any loss or losses, (including loss of life) and property, claims, actions and or suits, that arise from or as a result of CAMBRIDGE's employees periodically and randomly viewing the CLIENT's cameras, as the viewing of cameras will not prevent losses to include loss of life, and or property.

10. **Client Insurance.** In the event CAMBRIDGE employees are requested or required to use CLIENT vehicles (including, without limitation, golf carts and Segways) in the performance of their duties, such vehicles shall be fully insured by the CLIENT and CLIENT assumes any and all liability for any injury to person or damage to property resulting from the use of CLIENT vehicles.
11. **Insurance.** At all times during this Agreement, CAMBRIDGE shall, at its own expense, maintain and provide insurance coverage naming Addison Reserve Master Property Owners Association, Inc. dba Addison Reserve Country Club & Association as an additional insured which coverage shall be primary and non-contributory for the benefit of CLIENT provide to Addison a certificate of insurance providing evidence of the same. CAMBRIDGE agrees to obtain from its insurer a policy of insurance or an endorsement to its policy providing a waiver of subrogation on behalf of CLIENT.



TYPE OF INSURANCE	LIMIT OF INSURANCE
Commercial Liability – Occurrence Form – CG0001 (12/04) Including Security Services Errors and Omissions and Care, Custody and Control Liability	\$1,000,000 Per Occurrence \$3,000,000 Aggregate
Workers Compensation & Employers Liability	Statutory
CAMBRIDGE Auto Liability including Hired and Non Owned Auto Liability	\$1,000,000
Fidelity / Crime "A" – Employee Dishonesty including 3rd party crime	\$100,000

Excess Liability over General Liability, Auto Liability and Employers Liability

10 Million dollars per occurrence and 10 Million in the Aggregate

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12. **Non-Solicitation.** During the term of this Agreement and for a period of two (2) years after the termination of this Agreement, CLIENT shall not, directly or indirectly, for itself or any other person employ any person who is employed by CAMBRIDGE on the date hereof or who has accepted an offer employment from CAMBRIDGE during the term of this Agreement or solicit or encourage any such person to terminate his employment with CAMBRIDGE or to become affiliated with any other company or business which is engaged in the services business. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from CLIENT's breach of this provision. Accordingly, for each breach of this of this provision (per employee), CLIENT shall pay 1/3rd (33.33%) of the employee annual salary to CAMBRIDGE as liquidated damages, and not as a penalty.
13. **Notices.** All notices required or permitted by this Agreement shall be in writing, signed by the party serving the notice, sent to the party at the address shown on the first page hereof or to such other address as either party designates to the other in writing as a place for the service of notice. Such notices shall be sent either via E-Mail via registered or certified United States mail (return receipt requested), or via a nationally recognized air courier service, and shall be deemed given when actually received at the address shown on the postal or air courier receipt. Notices not given in this manner or within the time limits set forth in this Agreement shall be of no effect and may be disregarded by the party whom they are directed.
14. **Indemnification.** Subject to the limitations set forth in this Agreement, CAMBRIDGE agrees to indemnify, defend and hold harmless, CLIENT their Employees and their respective directors, trustees, and officers from liability, costs, losses, damages, demands, actions, claims, and expenses (including, by way of example rather than limitation, reasonable attorney's fees and disbursements) which are caused solely by direct negligent acts of CAMBRIDGE employees performing agreed upon duties as security guards as set forth in this Agreement. In addition to agreeing to the Indemnity provision set forth herein CAMBRIDGE agrees to name CLIENT on a primary and non-contributory basis as an Additional Insured on CAMBRIDGE's Commercial Liability, Auto Liability and Excess Liability Insurance Plans but only for liability caused solely by direct negligent acts of CAMBRIDGE's employees while performing agreed upon duties as security guards as set forth in this Agreement. To the extent permitted by applicable law CAMBRIDGE agrees to waive its and its insurers right of subrogation on all policies of insurance issued to CAMBRIDGE.
15. **Attorney's Fees.** If any arbitration, mediation or action at law or equity is necessary to enforce to interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief that may be available. In the event any invoice is placed in the hands of CAMBRIDGE's attorney for collection but no suit, arbitration or formal proceeding is commenced, CLIENT agrees to pay costs of such collection, including attorney's fees.
16. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Florida without regard to the conflicts of law principles thereof. In the event court intervention is required, CLIENT hereby irrevocably consents to the exclusive jurisdiction of any Florida State or Federal Court sitting in Palm Beach County, Florida over any suit, action or proceeding arising out of or relating to, this Agreement and hereby irrevocably waives any objection to the venue of any such suit, action or proceedings as well as any objection with respect thereto of inconvenient forum. Additionally, an arbitration or mediation that may be conducted shall be conducted in Palm Beach County, Florida.
17. **DISPUTE RESOLUTION** In the event CAMBRIDGE and CLIENT are IN A DISPUTE OVER ANY ISSUE DISPUTES WITHOUT LIMITING THE OPERATION OF THE AGREEMENT. CONTRACTOR CAMBRIDGE AND CLIENT ADDISON AGREE TO THE FOLLOWING IN THE EVENT OF ANY DISPUTE ARISING OUT OF

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

THIS AGREEMENT.

A) EITHER PARTY MAY REQUEST NON BINDING MEDIATION IN PALM BEACH COUNTY FLORIDA PROVIDED, THAT THE APPLICABLE STATUTE OF LIMITATIONS WILL BE TOLLED DURING THE PENDENCY OF SUCH MEDIATION. IN THE EVENT THE PARTIES CAN NOT IN GOOD FAITH AGREE ON A MEDIATOR WITH IN 15 DAYS OF THE REQUEST OF EITHER PARTY FOR MEDIATION OR IF THE PARTIES REMAIN IN DISPUTE FOLLOWING THE MEDIATION ANY SUCH DISPUTE WILL BE RESOLVED AS FOLLOWS.

B) BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION IN PALM BEACH COUNTY FLORIDA UNDER THEIR THEN PREVAILING INDUSTRY RULES FOR THE TYPE OF DISPUTE INVOLVED AS PROMULGATED BY THE AMERICAN ARBITRATION ASSOCIATION. IN THE EVENT EITHER CAMBRIDGE OR ADDISON REJECT SUBMITTING THE MATTER TO BINDING ARBITRATION THEN IN THAT EVENT:

C) THE PARTIES BOTH CAMBRIDGE AND ADDISON AGREE THAT FINAL RESOLUTION WILL BE RESOLVED IN THE APPROPRIATE CIRCUIT OR COUNTY COURT FOR THE 11TH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY FLORIDA. EACH PARTY CONSENTS TO PERSONAL JURISDICTION SUBJECT MATTER JURISDICTION AND VENUE IN PALM BEACH COUNTY FLORIDA. FLORIDA LAW SHALL APPLY TO THIS AGREEMENT. THE PREVAILING PARTY IF A LAWSUIT IS INSTITUTED SHALL BE ENTITLED TO RECOVER ALL OF ITS ATTORNEYS FEES COSTS AND EXPENSES CONNECTION WITH THE DISPUTE UNDER THIS AGREEMENT.

18. **Parties Bound.** This Agreement shall be binding on and inure to the benefit of the contracting parties and assigns
19. **Force Maieure.** CAMBRIDGE shall not be liable and have no liability to CLIENT, its officers, directors, employees, agents, guests, invitees or any other third party and, to the fullest extent permitted by law, CLIENT hereby releases CAMBRIDGE, its stockholders, directors, officers, employees and agents for any property loss, economic loss or personal injury (including death) resulting from CAMBRIDGE's delay in performing or failure to perform any service under this Agreement where such delay or failure is caused, in whole or in part, by any event beyond the reasonable control of the CAMBRIDGE, its employees and agents, including but not limited to any ; Act Of War Or Terrorism, Active Shooter Event, Sudden And Unforeseen Acts That Endeavor To Cause Mass Casualties Or Injuries, Acts Of God, Pandemic Outbreak, Flood, Windstorm, Governmental Embargo, Quarantine, Strike, Riot, Civil Disorder, Hostile Fire, Sabotage or Governmental Seizure. In the Event that services provided for under this agreement are not performed then Addison is not responsible to pay for the same
20. **Severability/ Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or the fact it is unenforceable shall not affect any other provision as if the said provision as if it had never been contained in it. Further, CLIENT acknowledges that this Agreement was fully negotiated and agrees that such Agreement shall not be interpreted against either party as the drafter.
21. **Modifications.** No waivers, alterations, or modifications of this Agreement or any agreements in connection with it shall be valid unless in writing and duly executed by both CLIENT and CAMBRIDGE.
22. **Cambridge's Property.** Any and all property, equipment, supplies and materials furnished by CAMBRIDGE hereunder and placed at or on any of CLIENT's sites shall remain the property of CAMBRIDGE, and CAMBRIDGE 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. All equipment set forth herein shall be maintained in good working order and if replaced shall be of like kind or better. The specific Property shall be annexed hereto as Exhibit C with a predetermined Value.
23. **Headings.** The headings in this Agreement are included for convenience only and shall not be taken into

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consideration in any construction or interpretation of this Agreement or any of its provisions.

24. Opportunity to Seek Counsel. CAMBRIDGE AND CLIENT acknowledges that he/she has had an opportunity to consult with an attorney prior to executing this Agreement.
25. Entire Agreement. This Agreement together with any Exhibits or attachments hereto and other written agreements entered into contemporaneously herewith constitutes and represents the entire agreement between the parties hereto and supersedes any prior understanding or agreements, written or verbal, between the parties hereto respecting the subject matter herein.
26. All written Notice shall be provided to the following individuals at Addison Reserve and Cambridge by E Mail or Registered or Certified Mail as set forth herein.

Andrew Greenfield, Director of Community Management, for ARCCA

E Mail Address: andrewg@addisonreserve.cc

Address: Addison Reserve Country Club & Association
7150 Addison Reserve Blvd
Delray Beach, FL 33446

Telephone Number: 561-637-7870

Dana Brush, Chief Financial Officer, for ARCCA

E Mail Address: danab@addisonreserve.cc

Address: Addison Reserve Country Club & Association
7201 Addison Reserve Blvd, Delray Beach, FL 33446

Telephone Number: 561-455-1209

James D'Arcy, Chief Operating Officer, for Cambridge Security

Email Address: jdarcy@cambridgesecurityservices.com

Address: Cambridge Security Services
5100 N. Federal Highway
Fort Lauderdale, FL 33308

Telephone Number: 844-GUARDU2

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

Each individual executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the respective parties to this Agreement.

**ADDISON RESERVE MASTER PROPERTY
OWNERS ASSOCIATION, INC. dba ADDISON
RESERVE COUNTRY CLUB & ASSOCIATION**

BY: Harvey P. Stein

Print Name: Harvey P. Stein President

Date: 11/15/2020

CAMBRIDGE SECURITY SERVICES

BY: [Signature]

Print Name: JAMES D'ARCY, COO

Date: 11/16/2020

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EXHIBIT A

EXHIBIT A (page 1 of 3)

YEAR 1

Position	Hours per Week	Quantity	Unit Price	Annual
Main Gate	168			
Linton Gate	112			
Patrol Officer	112			
Paramedic / Patrol Officer	168			
Sergeant	48			
Lieutenant	80			
Deputy Director	40			
Security Director	40			
Main Gate Support 3p - 11p (Seasonal)	56			
Main Gate Support 7a - 3p (Seasonal)	56			
Tactical Officer	56			
Patrol Officer	56			
Equipment, vehicles and supplies				
Ford Police Interceptor	1			
Ford Explorer (Director)	1			
Medical Supplies (estimated annual usage)				
Dash Cameras	4			
GPS Fleet System	4			
Glock 19 (gen 4 or 5) Pistols	25			
TrackTik Incident Mgt. and Tour System				
Handheld Radios	8			
Tactical UTV	1			
Start Up Costs (one time)				
Advanced Life Support Equipment & Supplies		Billed at Cost		
			Sub-Total	
			Tax (7%)	
			Total	

- * One time charge for EMS Start-up
- ** Seasonal Support is 26 weeks per year

EXHIBIT A (page 2 of 3)

YEAR 2

Position	Hours per Week	Quantity	Unit Price	Annual
Main Gate	168			
Linton Gate	112			
Patrol Officer	112			
Paramedic / Patrol Officer	168			
Sergeant	48			
Lieutenant	80			
Deputy Director	40			
Security Director	40			
Main Gate Support 3p - 11p (Seasonal)	56			
Main Gate Support 7a - 3p (Seasonal)	56			
Tactical Officer	56			
Patrol Officer	56			
Equipment, vehicles and supplies				
Ford Police Interceptor	1			
Ford Explorer (Director)	1			
Medical Supplies (estimated annual usage)				
Dash Cameras	4			
GPS Fleet System	4			
Glock 19 (gen 4 or 5) Pistols	25			
TrackTik Incident Mgt. and Tour System				
Handheld Radios	8			
Tactical UTV	1			
			Sub-Total	
			Tax (7%)	
			Total	

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EXHIBIT A

EXHIBIT A (page 3 of 3)

YEAR 3

Position	Hours per Week	Pay Rate	3.9 % Fr.	Annual
Main Gate	168			
Linton Gate	112			
Patrol Officer	112			
Paramedic / Patrol Officer	168			
Sergeant	48			
Lieutenant	80			
Deputy Director	40			
Security Director	40			
Main Gate Support 3p - 11p (Seasonal)	56			
Main Gate Support 7a - 3p (Seasonal)	56			
Tactical Officer	56			
Patrol Officer	56			
Equipment, vehicles and supplies				
Ford Police Interceptor	1			
Ford Explorer (Director)	1			
Medical Supplies (estimated annual usage)				
Dash Cameras	4			
GPS Fleet System	4			
Glock 19 (gen 4 or 5) Pistols	25			
TrackTik Incident Mgt. and Tour System				
Handheld Radios	8			
Tactical UTV	1			
			Sub-Total	
			Tax (7%)	
			Total	

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ADDISON

RESERVE

November 8, 2020

James D'Arcy
Chief Operating Officer
Cambridge Security Services Corporation
5100 North Federal Highway
Fort Lauderdale, FL 33308

To Whom It May Concern,

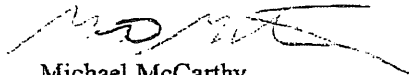
Addison Reserve Country Club is currently serviced by G4S, who provides security and advanced life support services to our community. Recently, we entered into a service agreement with Cambridge Security Services to replace G4S. That agreement begins in January of 2021 and continues for a period of three (3) years.

Accordingly, Cambridge Security Services will be applying for a Certificate of Public Convenience and Necessity as a Special Secondary Provider for our community.

As you know, Cambridge Security Services is already licensed through the Florida Department of Health under the direction of Dr. Hillel Z. Harris, MD FACEP.

Please feel free to reach out to me with any questions or concerns.

Sincerely,



Michael McCarthy
Chief Executive Officer

**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 25, 2021, 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 N. Federal Hwy., Ste. 405, Fort Lauderdale, FL 33308, in order to establish dispatch protocols and identify roles and responsibilities of Special Secondary Service Provider personnel at an emergency scene, and to set forth the documentation required for patient care rendered pursuant to F.A.C 64J1, as part of Special Secondary Service Provider's service contract with ADDISON RESERVE COUNTY CLUB AND COMMUNITY, exclusively within the boundaries of the development known as ADDISON RESERVE (hereinafter referred to as "the Community"), located in Delray Beach, Florida. This MOU shall also satisfy the requirements of Section 401.435(2), *Florida Statutes*, and Section 13-20 of the Palm Beach County Code.

Dispatch Protocols:

PBCFR and Special Secondary Service Provider are routinely dispatched and respond to 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 Certificate of Public Convenience and Necessity (COPCN), and may be amended from time to time by mutual written agreement of the parties. Upon execution, this MOU will be filed with Palm Beach County, Division of Emergency Management located at 20 South Military Trail, West Palm Beach, Florida 33415.


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

This MOU is entered in accordance with Section 13-22(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.

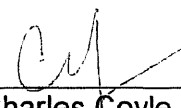
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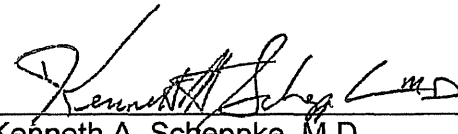
IN WITNESS WHEREOF, the parties have executed this MOU on the date hereinabove first written.


PALM BEACH COUNTY FIRE RESCUE


By: 
Reginald K. Duren
Fire Rescue Administrator

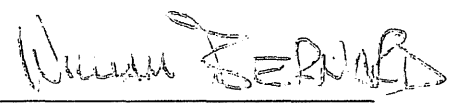
APPROVED AS TO TERMS AND CONDITIONS

By: 
Charles Coyle, Division Chief
Medical Services Division

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

WITNESSES:
By: 

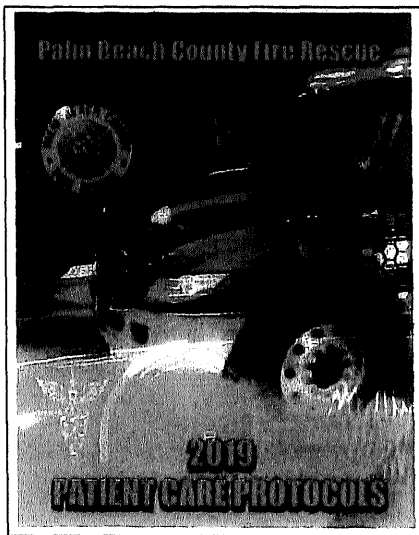
CAMBRIDGE SECURITY
By: 
James D'Arcy
Chief Operation Officer

Print Name: 

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.


Hillel Harris, M.D.



STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF EMERGENCY MEDICAL OVERSIGHT

ADVANCED LIFE SUPPORT SERVICE LICENSE

This is to certify that: CAMBRIDGE SECURITY SERVICES CORPORATION Provider Number #: 10010
Name of Provider

860 U.S. 1, SUITE 210, NORTH PALM BEACH, FLORIDA 33408
Address

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

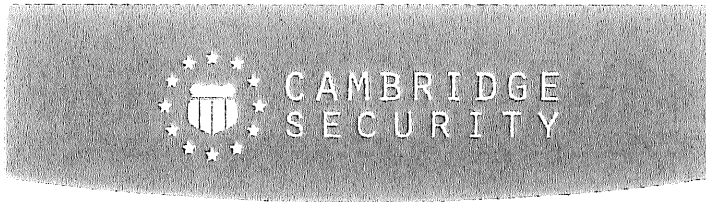
PALM BEACH
County(s)

A handwritten signature in black ink, appearing to read "Steve A. McCoy".

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

THIS CERTIFICATE EXPIRES ON: 12/12/2022

This certificate shall be posted in the above mentioned establishment



January 7, 2021

Lynette Schurter
EMS Specialist
Palm Beach County Emergency Management

Re: COPCN Applicatoin for Addison Reserve Country Club.

Dear Lynette,

In furtherance to our discussion, Cambridge Security Services has purchased a 2021 Ford Police Interceptor to service this account. The VIN # is 1FM5K8AB3MGA46915.

Thanks so much!

Sincerely,

James J. D'Arcy
Chief Operating Officer

**Emergency Medical Services
License Application Profile Report**

Name: CAMBRIDGE SECURITY SERVICES CORPORATION	ID NUMBER: 10010	Phone: (954) 320-4407
Manager Name: Ethan Lazar, COO	COUNTY: BROWARD	Fax:
Mailing Address: 5100 North Federal Highway Suite 405 FORT LAUDERDALE, FL 33308	Service Type	Email: jdarcy@cambridgesecurityservices.com
Physical Address: 860 U.S. 1 Suite 210 NORTH PALM BEACH, FL 33408	Private Corporation For Profit	

24 of 80

Certification Number: 4618	Date Issued: 10/28/2020	Expires: 12/12/2022
Status: Clear		
Service Type: ALS	Amount Required: \$1,400.00	Amount paid: \$1,400.00

Name: HARRIS, HILLEL ZVI MD	License Number: ME 102298	License Expires: 01/31/2022
Phone: (954) 714-6341	DEA Reg. #: FH8124973	DEA Reg. Expires: 10/31/2021
Address: 5258 Linton Boulevard #206 JUPITER FL 33477	Contract End Date: 01/01/1901	

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

Insurance Company	Type of Insurance	Insurance Expiration Date							
Hartford Fire Insurance Company	Vehicle Liability	07/19/2021							
County of Service									
Palm Beach	Date Certificate of Public Convenience and Necessity Expires								
	01/01/1901								
Permit #	Type	Sub-Type	Make	Model	Year	License Status	Issue Date	Vehicle Identifier	Permit Fee
23137	ALS	N	FORD	EXPLORER	2021	Clear	08/25/2020	1FM5K8AW9LGC14199	25.00
23251	ALS	N	FORD	INTERCEPTOR	2020	Clear	10/28/2020	1FM5K8AR1DGB84613	25.00
Count of vehicles with status of "Issued"									
Total	BLS	ALS (Transport)	ALS (Non-Transport)	AIR					
2	0	0	2	0					

25 of 80

Paramedics	Position	EMT/Para Cert Type and Exp Date
Baker, Bryan	Paramedic	PMD527862 / Exp 12/01/20
Coppola, Anthony	Paramedic	PMD519941 / Exp 12/01/22
Crismond, Roderick	Paramedic	PMD537595 / Exp 12/01/22
Defrain, Eden	Paramedic	PMD531930 / Exp 12/1/20, EMT548845 Exp 12/1/20
Diaz, Jason	Paramedic	PMD517323, Exp 12/01/22
Jackson,Jonathan	Paramedic	PMD / Exp: 12/01/2020
Maitland, Keith	Paramedic	PMD 17143 / Exp 12/01/20; EMT81671 Exp 12/01/20
Olivier, Joseph	Paramedic	PMD533121 / Exp 12/01/20
Vesce, Matthew	Paramedic	EMT543888 Exp 12/01/20, PMD530359 / Exp 12/01/20
Garcia, Joe	Paramedic	PMD535311 Exp 12//01/20
Skoda, Clinton	Paramedic	PMD521925 Exp 12/01/20
ALEXANDER CRESPI	Paramedic	PMD527801 12/1/2020
JOSEPH CRESPI	Paramedic	PMD12325 12/1/2022
BRUCE DONOFRIO, JR	Paramedic	PMD533679 12/1/2020
STEVEN ENSINGER	Paramedic	PMD200106 12/1/2022
JOSEPH GARCIA	Paramedic	PMD535311 12/1/2020
CHELSEA HOLLIS	Paramedic	PMD534136 12/1/2020
ROBERT OLSEN	Paramedic	PMD201858 12/1/2020
JOSEPH MILITELLO	Paramedic	PMD11024 12/1/2022
GASTON MORENO	Paramedic	PMD504201 12/1/2020
DANIEL TILLES	Paramedic Supervisor	PMD13148 12/1/2020
MICHEHELLE SMITH	Paramedic	PMD19748 12/1/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2020

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 have ADDITIONAL INSURED provisions or 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).

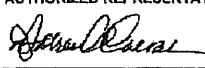
PRODUCER License # 0757776 HUB International Insurance Services Inc. 548 W Cromwell Avenue Suite 101 Fresno, CA 93711	CONTACT NAME: Joel Malone		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS: joel.malone@hubinternational.com			
INSURED Cambridge Security Services Corporation 5100 N Federal Highway Suite 405 Fort Lauderdale, FL 33308	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B: National Indemnity Company of the South		42137
	INSURER C: Clear Blue Specialty Insurance Company		37745
	INSURER D: Twin City Fire Insurance Company		29459
	INSURER E: Berkley Insurance Company		32603
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		080877973	9/27/2020	9/27/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Errors & Omissions					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV-INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 3,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 3,000,000
						\$
B	AUTOMOBILE LIABILITY		74APB004077	7/19/2020	7/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
C	<input type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	WCSECEL000097201	7/31/2020	9/27/2021	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED	RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		16WEOY1154	9/27/2020	9/27/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	2nd Layer - Excess		080877974	9/27/2020	9/27/2021	Per Occ & Agg 5,000,000
E	Crime		BCCR4500185925	9/27/2020	9/27/2021	Per occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Palm Beach County 301 N. Olive Avenue West Palm Beach, FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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 Florida-licensed 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) Retention of Physician. 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) Licensure; Registrations; Experience. 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) Copy of Licensure. 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) Board Certifications. 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) Medical Association Participation. 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) **Services.** 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) **Standards.** 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) **Availability and Location.** 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) **Capacity/Independent Contractor.** 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) **Non-Exclusivity.** 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) **Means of Providing Services.** Physician shall be responsible for providing any and all facilities, equipment and supplies necessary to perform the services under this Agreement.

(b) **Personnel.** 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) **Ineligibility for Employment or Other Benefits.** 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) **Coverage.** 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) **Term.** 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) **Termination.** Notwithstanding the provisions of Section 7(a) hereof, this Agreement may be terminated as follows:

(1) **Termination on Notice for Default.** 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) **Termination Without Cause.** Commencing upon the expiration of the Initial Term, either party may terminate this Agreement without cause upon thirty (30) days prior written notice.

(4) Termination Upon Notice. 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) Effects of Termination. 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.

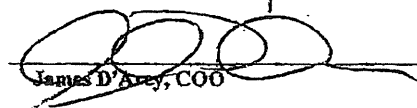
(a) Entire Agreement. This Agreement supersedes all previous agreements between the parties relating to the subject matter of this Agreement and constitutes the entire understanding between the parties relating to the subject matter of this Agreement, and no amendments or variation thereto shall be valid unless evidenced by a writing signed by both parties.

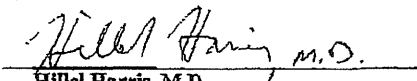
(b) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without regard to conflict of laws provisions thereof.

(c) Severability. 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.

By:  5.23.18
James D. Avey, COO

By:  M.D.
Hillel Harris, M.D.

14141607v1

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

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

HILLEL ZVI HARRIS, MD

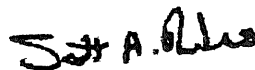
THE MEDICAL DOCTOR

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

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



Ron DeSantis
GOVERNOR



Scott A. Rivkees, MD
State Surgeon General

DISPLAY IF REQUIRED BY LAW

EXPIRATION DATE: JANUARY 31, 2022

Your license number is ME 102298. Please use it in all correspondence with your board/council. Each licensee is solely responsible for notifying 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 change request duplicate licenses and much more.

It's simple. Log onto your MQA Online Services account today at <http://flhealthsource.gov/>. Select the "Account Login" button to access your account. For changes to your name, address or to request duplicate licenses, choose your selection from the dropdown list under "Manage My License". Your profession will open for renewal 90 days prior to your expiration date. When the renewal cycle opens for your profession, the "Renew My License" header will automatically display on your license Dashboard.

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

GROUND FOR DISCIPLINE

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 licensed. Florida Statutes can be accessed at www.leg.state.fl.us/Statutes

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

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

THE MEDICAL DOCTOR

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

Expiration Date: JANUARY 31, 2022

HILLEL ZVI HARRIS, MD



1.3 HARRIS, HILLEL, Z, MD
 367/636 1 ADMIRALS COVE BLVD
 JUPITER, FL 33477-4055



DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FH8124973	10-31-2021	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	PRACTITIONER	01-23-2019
HARRIS, HILLEL, Z, MD CAMBRIDGE SECURITY SERVICES 1 ADMIRALS COVE BLVD JUPITER, FL 33477-4055		

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
FH8124973	10-31-2021	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	PRACTITIONER	01-23-2019
HARRIS, HILLEL, Z, MD CAMBRIDGE SECURITY SERVICES 1 ADMIRALS COVE BLVD JUPITER, FL 33477-4055		

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34 of 80

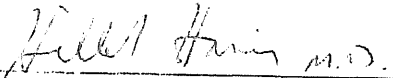
Form DEA-223 (9/2016)

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.

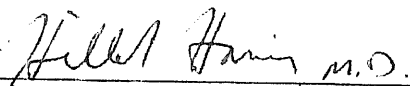

Hillel Harris, M.D.

EMS OPERATIONS MEMO

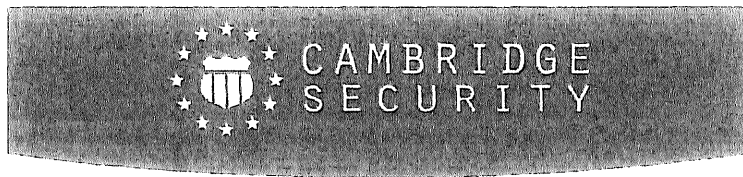
TO: All Paramedic Staff Members
FROM: Dr. Hillel Z. Harris, MD, FACEP, Medical Director
RE: Pre-Hospital Treatment Protocols
Date: October 8, 2019
Page: 1 of 1

Cambridge Security Services and I have adopted the countywide approved Trauma Transport Protocols, as approved by the Palm Beach County EMS Council.

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



Hillel Harris, M.D.



November 12, 2020

Lynette Schurter
EMS Specialist
Palm Beach County Emergency Management

Re: COPCN Applicatoin for Addison Reserve Country 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 am attaching external and internal financials for the application.

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	\$	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 Amoritzation	\$	(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>\$ 2,702,995</u>

LIABILITIES AND SHAREHOLDER EQUITY

Current Liabilities:		
Intercompany	\$	210,903
Current Portion of Notes Payable	\$	-
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		<u>\$ 1,320,714</u>
Total Liabilities and SHE		<u>\$ 2,702,995</u>

CAMBRIDGE SECURITY SERVICES CORPORATION - FLORIDA
BALANCE SHEET
As of December 31, 2020

	\$	% of Revenue
<u>ASSETS</u>		
Current Assets		
Cash and Cash Equivalents	(454,435)	(2.18)
Accounts Receivable	212,691	1.02
Less Allowance for Doubtful Accounts	(30,000)	(0.14)
Prepaid Insurance Premiums	1,120,225	5.37
Prepaid Expenses and Other CA	51,352	0.25
Due From Factor	356,274	1.71
Due From Officers	-	-
Accrued Revenue	118,706	0.57
Intercompany - Due From	404,489	1.94
Total Current Assets	1,779,303	8.53
Property and Equipment:		
Furniture and Fixtures	185,159	0.89
Leashold Improvements	94,571	0.45
Transportation Equipment	815,390	3.91
Other Equipment	16,350	0.08
Less Accumulated Depreciation and Amortization	(557,335)	(2.67)
Total Property and Equipment	554,135	2.66
Other Assets:		
Customer Account Acquisition Cost	-	-
Loan Receivable - Other	-	-
Goodwill	-	-
Other Assets	14,126	0.07
Total Other Assets	14,126	0.07
Total Assets	2,347,564	11.25
<u>LIABILITIES AND SHAREHOLDER EQUITY</u>		
Current Liabilities:		
Current Portion of Notes Payable	-	-
Accounts Payable	582,949	2.79
Accrued Expenses	215,361	1.03
Accrued Legal Expenses	55,171	0.26
Insurance Premium Financed	782,908	3.75
Other Current Liabilities	120,434	0.58
Intercompany - Due To	-	-
Due to Officers	-	-
Total Current Liabilities	1,756,823	8.42
Other Liabilities:		
Loan Payable-Ethan Lazar	-	-
Due to SOS	-	-
Auto Loans	229,703	1.10
Deferred Rent Expense	-	-
SBA PPP & EIDL	-	-
Other	-	-
Total Other Liabilities	229,703	1.10
Total Liabilities	1,986,527	9.52
Shareholder Equity:		
Common Stock	100	0.00
Contributions	3,000,000	14.38
Distributions	-	-
Net Income (Loss)	660,533	3.17
Retained Earnings	(3,299,596)	(15.81)
Total Shareholder Equity	361,037	1.73
Total Liabilities and SHE	2,347,564	11.25

Cambridge Security Services Corporation - Florida

Financial Statements

December 31, 2019



Independent Accountants' Review Report

**To the Board of Directors
Cambridge Security Services Corporation - Florida**

We have reviewed the accompanying financial statements of Cambridge Security Services Corporation - Florida (the "Company") (an S-Corporation), which comprise the balance sheet as of December 31, 2019, and the related statements of operations and accumulated deficit and cash flows for the year then ended, and the related notes to the 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 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 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 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 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, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

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PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms

Cambridge Security Services Corporation - Florida

Balance Sheet
December 31, 2019

ASSETS

Current Assets

Cash	\$ 341,580
Accounts receivable, net	494,199
Prepaid expenses	<u>54,581</u>
Current Assets, Net	<u>890,360</u>

Property and Equipment, at Cost

Furniture and fixtures	113,550
Leasehold improvements	22,335
Transportation equipment	851,641
Accumulated depreciation	<u>(418,586)</u>
Property and Equipment, Net	<u>568,940</u>

Other Assets

Due from affiliates	985,555
Security deposits	<u>9,310</u>
Total Other Assets	<u>994,865</u>

\$ 2,454,165

See Notes to Financial Statements and Independent Accountants' Review Report

Cambridge Security Services Corporation - Florida

Balance Sheet
December 31, 2019
(continued)

LIABILITIES AND SHAREHOLDER'S DEFICIT

Current Liabilities

Accounts payable and accrued expenses	\$ 996,274
Notes payable, current portion	<u>131,241</u>
Total Current Liabilities	<u>1,127,515</u>

Other Liabilities

Due to affiliate	1,369,322
Notes payable, net of current portion	<u>256,824</u>
Total Other Liabilities	<u>1,626,146</u>
Total Liabilities	<u>2,753,661</u>

Shareholder's Deficit

Common Stock, no par value	
100 shares authorized, issued and outstanding	100
Accumulated deficit	<u>(299,596)</u>
Total Shareholder's Deficit	<u>(299,496)</u>
	<u>\$ 2,454,165</u>

See Notes to Financial Statements and Independent Accountants' Review Report

Cambridge Security Services Corporation - Florida

Financial Statements

December 31, 2018



Independent Accountants' Review Report

To the Board of Directors Cambridge Security Services Corporation - Florida

We have reviewed the accompanying financial statements of Cambridge Security Services Corporation - Florida (an S-Corporation), which comprise the balance sheet as of December 31, 2018, and the related statements of operations and accumulated deficit and cash flows for the year then ended, and the related notes to the 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 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 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 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 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, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

PKF O'CONNOR DAVIES, LLP
300 Tice Boulevard, Suite 315, Woodcliff Lake, NJ 07677 | Tel: 201.712.9800 | Fax: 201.712.0988 | www.pkfod.com

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Cambridge Security Services Corporation - Florida

Balance Sheet
December 31, 2018

ASSETS

Current Asset

Accounts receivable, net \$ 426,250

Property and Equipment, at Cost

Furniture and fixtures 66,425

Leasehold improvements 22,335

Transportation equipment 739,007

Accumulated depreciation (266,943)

Property and Equipment, Net 560,824

Other Assets

Due from affiliate 252,811

Prepaid furniture and fixtures 49,496

Security deposits 4,900

Total Other Assets 307,207

\$ 1,294,281

See Notes to Financial Statements and Independent Accountants' Review Report

Cambridge Security Services Corporation - Florida

Balance Sheet
December 31, 2018
(continued)

LIABILITIES AND SHAREHOLDERS' DEFICIT

Current Liabilities	
Bank overdraft	\$ 23,244
Accounts payable and accrued expenses	977,561
Notes payable, current portion	<u>143,437</u>
Total Current Liabilities	<u>1,144,242</u>
Other Liabilities	
Due to affiliates	2,573,318
Notes payable, net of current portion	<u>350,985</u>
Total Other Liabilities	<u>2,924,303</u>
Total Liabilities	<u>4,068,545</u>
Shareholders' Deficit	
Common Stock, no par value	
100 shares authorized, issued and outstanding	100
Accumulated deficit	<u>(2,774,364)</u>
Total Shareholders' Deficit	<u>(2,774,264)</u>
	<u>\$ 1,294,281</u>

See Notes to Financial Statements and Independent Accountants' Review Report

Cambridge Security Services Group

Combined Financial Statements

December 31, 2017

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.

PKF O'Connor Davies, LLP

March 4, 2019

Cambridge Security Services Group

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	<u>36,771</u>
 Total Current Liabilities	 <u>7,239,554</u>

Other Liabilities

Notes Payable - Net of Current Portion	532,103
Loan Payable - Shareholder	714,000
Deferred Rent Expense	<u>129,862</u>
 Total Other Liabilities	 <u>1,375,965</u>

Total Liabilities 8,615,519

Shareholders' Deficit

Common Stock	1,400
Accumulated Deficit	<u>(204,983)</u>
 Total Shareholder' Deficit	 <u>(203,583)</u>

Total Liabilities and Shareholders' Deficit \$ 8,411,936

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

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

Attachment # 1
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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

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.

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

ASSETS

	<u>2016</u>	<u>2015</u>
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	<u>1,313,967</u>	<u>663,505</u>
Total Current Assets	<u>7,377,572</u>	<u>7,931,449</u>
Property and Equipment:		
Furniture and Fixtures	839,285	797,455
Leasehold Improvements	97,854	97,854
Transportation Equipment	<u>265,286</u>	<u>147,485</u>
Total	1,192,425	1,042,794
Less: Accumulated Depreciation and Amortization	<u>936,233</u>	<u>884,281</u>
Property and Equipment - Net	<u>256,192</u>	<u>158,513</u>
Other Assets:		
Security Deposits	4,714	2,954
Customer Account Acquisition Cost	247,000	247,000
Goodwill	<u>103,500</u>	<u>103,500</u>
Total Other Assets	<u>355,214</u>	<u>353,454</u>
Total Assets	<u>\$ 7,988,978</u>	<u>\$ 8,443,416</u>

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

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Attachment # 1

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

	<u>2016</u>	PERCENT OF <u>REVENUE</u>	<u>2015</u>	PERCENT OF <u>REVENUE</u>
Revenue	\$ 30,353,138	100.0 %	\$ 28,131,144	100.0 %
Direct Expenses	<u>25,110,108</u>	<u>82.7</u>	<u>23,353,654</u>	<u>83.1</u>
Gross Profit	5,243,028	17.3	4,777,490	16.9
Selling, General and Administrative Expenses	<u>5,987,700</u>	<u>19.8</u>	<u>5,150,158</u>	<u>18.2</u>
Loss From Operations	<u>(724,672)</u>	<u>(2.3)</u>	<u>(372,668)</u>	<u>(1.3)</u>
<u>Other Expense:</u>				
Interest Expense	(58,240)	(0.2)	(68,510)	(0.2)
Loss on Disposition of Property and Equipment	<u>-</u>	<u>-</u>	<u>(2,004)</u>	<u>-</u>
Total Other Expense	<u>(58,240)</u>	<u>(0.2)</u>	<u>(68,514)</u>	<u>(0.2)</u>
Loss Before Provision for State Income Taxes	(782,912)	(2.5)	(441,182)	(1.5)
Provision for State Income Taxes	<u>7,994</u>	<u>-</u>	<u>11,251</u>	<u>-</u>
Net Loss	<u>\$ (790,906)</u>	<u>(2.5) %</u>	<u>\$ (452,433)</u>	<u>(1.5) %</u>

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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, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<u>Cash Flows From Operating Activities:</u>		
Net Loss	\$ (790,906)	\$ (452,433)
Adjustments to Reconcile Net Loss to Net Cash Flows Provided by (Used for) Operating Activities:		
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)	(1,688)
Accounts Payable and Accrued Expenses	423,741	359,854
	<u>897,284</u>	<u>(710,096)</u>
<u>Net Cash Flows Provided by (Used for) Operating Activities</u>		
<u>Cash Flows From Investing Activities:</u>		
Due From Officers	(2,191)	233
Due From Affiliates - Net	(650,462)	(192,061)
Purchases of Property and Equipment	(48,831)	(3,000)
	<u>(701,484)</u>	<u>(194,828)</u>
<u>Net Cash Flows Used for Investing Activities</u>		
<u>Cash Flows From Financing Activities:</u>		
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	-
	<u>(202,272)</u>	<u>1,147,569</u>
<u>Net Cash Flows Provided by (Used for) Financing Activities</u>		

Attachment # 1

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

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

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 ("PA"). Each is engaged primarily in providing security guards and other security services for commercial and residential properties.

Principles of Combination - 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.

The combined financial statements include the accounts of NY and the four VIEs mentioned above (NJ, 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.

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.

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CAMBRIDGE SECURITY SERVICES GROUP
NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2016 AND 2015

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.

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
Long-term Portion	\$ 89,115	\$ 20,467

Maturities of the notes are as follows:

<u>Year Ending</u> <u>December 31,</u>	
2017	\$ 30,440
2018	27,634
2019	19,274
2020	19,517
2021	18,933
2022	3,757
Total	\$ 119,555

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CAMBRIDGE SECURITY SERVICES GROUP
NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2016 AND 2015

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 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.

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 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 Bonita 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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CAMBRIDGE SECURITY SERVICES GROUP
NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2016 AND 2015

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	\$ 857,718	\$ 815,009	\$ 14,259	\$ 46,791
Property and Equipment - Net	62,952	186,792	-	-
Other Assets	103,500	4,714	-	-
Current Liabilities	192,686	339,314	1,682	1,470
Other Liabilities	168,688	89,115	-	-
	2015			
	NJ	FL	NV	PA
Current Assets	\$ 753,479	\$ 359,475	\$ 14,002	\$ 1,024
Property and Equipment - Net	80,037	60,102	-	-
Other Assets	103,500	2,954	-	38,185
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, 2015, NY was advanced \$1,060,882 from NJ and \$2,814 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.

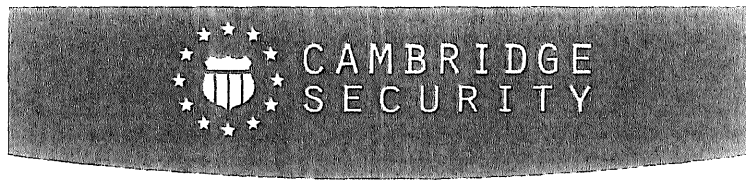
Creditors of the VIEs do not have recourse to NY's general credit. See Note 1 for additional information.

Note 9 - Major Vendors:

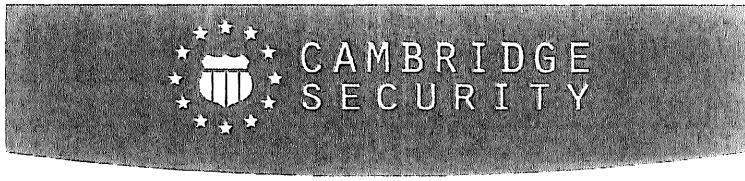
Purchases from the Company's largest vendor for the year ended December 31, 2016 was \$1,117,000. Outstanding accounts payable to this vendor as of December 31, 2016 was \$280,800.

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

Attachment # 1
Page 65 of 97



Attachment 13 – N/A



Attachment 14 – N/A

Mission:

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



Ron DeSantis
Governor

Scott A. Rivkees, MD
State Surgeon General

Vision: To be the Healthiest State in the Nation

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,

A handwritten signature in black ink, appearing to read "Steve McCoy".

Steve McCoy
Administrator
Emergency Medical Services

SAM/mml
Enclosure

Florida Department of Health
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

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

- 1249.8 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)
- 1249.9 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.
- 1249.10 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.
- 1249.11 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.
- 1249.12 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.
- 1249.14 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.

Cambridge Security				
EFFECTIVE DATE	REVISION DATE	PAGE NUMBER	TOTAL PAGES	POLICY SECTION
January 1, 2019	January 1, 2019	1	4	1249.00
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.

- 1249.20 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.

- 1249.21 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.

- 1249.23 Any medical treatment issues not resolved by the Quality Control officer will be forwarded to the EMS Coordinator for review.

- 1249.24 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.

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

- 1249.27 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.:

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

Quality Assurance Check List and Resolution Form

Date of Review _____ **Reviewed By** _____

Incident _____ **Return to** _____ **Date Corrected** _____

Please Correct the following items (if circled)

- See Back for additional Comments

EMS Report

- Date Incident # Unit Shift Call Level
- Incident info #of pt's Times Call Data
- Patient Info Billing Info Signatures Hospital Info Sheet
- DNR POA Pt Refusal HIPPA Field Report
- Assessment Vital Signs Chief Complaint Mental Status Pt History
- Treatment Interventions EKG/12 Lead Alerts On Scene Time
- Narrative Complications Pt TOT
- Comments

- See Back for Additional Comments

- Please forward to EMS Coordinator for further review
- Please forward to Medical Director for further review
- Please forward to Cambridge Administration

○ Returned to _____ From Admin. Ref. _____ Date _____

- Complete – Please forward to Cambridge Administration

○ Additional Comments

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

- Circle below
- See Next Page Resolution Completed

**Cambridge Security
Quality Assurance Checklist**

Date of review: _____ Reviewed By: _____
Incident #: _____ Return to: _____
Date corrected: _____

Please correct following items:

EMS Report

- 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 π Times/Call Data π Mileage
- π Patient Information π Billing Information π 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

R2020-1034

AMENDED AND RESTATED 800 AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into this _____ day of AUG 25 2020, 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, on September, 2018, the County and the Participant entered into an Agreement R2018-1363 (the 2018 Agreement) setting forth the terms and conditions by which the County would provide interoperable radio communications through the EMS and countywide common talk groups to the Participant; and

WHEREAS, to set forth the terms and conditions for all interoperable radio communications, this Agreement amends and restates, in its entirety, and replaces, the 2018 Agreement; and

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 a Public Safety Radio System that supports 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 both 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; 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:

System Manager who is responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

SECTION 3: ADMINISTRATION

3.01 System Contact. 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 contact will be made.

3.02 CRSSC. The System Maintenance and Administration Plan as referenced on Attachment I hereto, identifies the general procedures for the management of the System and procedures for input through the user committees into operating procedure development. The plan establishes the Countywide Radio System Steering Committee (CRSSC), which is responsible for overseeing and implementing the policies and procedures for the County's System.

3.03 Compliance with System Policies and Procedures. 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 these policies and procedures for misuse or abuse of the County's System.

SECTION 4: COUNTY SYSTEM & RESPONSIBILITIES

4.01 County System. The County System consists of eleven (11) transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the SmartZone Controller.

4.02 Coverage for Common Talk Groups. The County System provides seamless 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 System.

4.03 County Responsibilities for System Maintenance and Operations. The County shall be responsible for the maintenance and operation of the County's System, including all costs associated with permitting and licensing.

4.04 Scheduled Outages. The County shall maintain the coverage as described in the County's contract with Motorola R2015-1673, dated 11/17/15, and as described within Participant's geographic boundaries as described in Participant's COPCN, throughout the term of this Agreement except for times of scheduled preventive maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of system

Participant plans to use commercial services for its system or subscriber unit maintenance, the Participant must include confidentiality requirements in their contracts with the commercial service providers acceptable to the System Manager before access or programming codes may be released to these companies.

5.04.02 Commercial Service Providers. Commercial maintenance service providers are **not** considered authorized to receive access to programming codes for the County's System, unless meeting the requirements of Section 5.04.03 and/or 5.04.04 below. If the Participant does not have employees capable of programming Participant radio equipment or prefers to have others program Participant radio equipment, it may request that the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue or Palm Beach County Electronic Services & Security Division program Participant's radio equipment under the terms of a separate agreement.

5.04.03 County Review of Existing Service Provider Agreements. If the Participant uses a commercial service provider to program Participant radio equipment at the time of execution of this Agreement, and desires that the commercial service provider program the Participant radio equipment with the EMS and Common Talk Groups, the Participant must submit its existing contract with the commercial service provider to the System Manager for review. The review will focus on whether the contract terms between the Participant and the commercial service provider are adequate to protect the County's System from misuse, harm or release of access and programming codes to unauthorized persons. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The Participant will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of programming codes and radio equipment and pertaining to the safeguarding and protection of the confidentiality of the access codes. If not approved, the Participant shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or the Palm Beach County Electronic Services & Security Division to program Participant radio equipment with EMS and Common Talk Groups.

5.04.04 Review of Bid Documents for Service Provider. If the Participant intends to use a commercial service provider to program Participant radio equipment with the EMS and Common Talk Groups, the Participant shall submit the appropriate bid documents/contract to the System Manager for approval prior to soliciting a bid or quote from the commercial service provider. The System Manager will work with the Participant to develop the appropriate language for the contract which will allow for approval of the commercial service provider. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The Participant will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of the

The System Manager will then compile this information and transmit back to the Participant a matrix of the County-wide Talk Groups, aliases, and radio ID numbers prior to the Participant's radios being activated on the County's Public Safety 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 available upon request.

SECTION 7: UTILIZATION AND MONITORING OF EMS AND COMMON TALK GROUPS

7.01 Purpose of EMS Talk Groups. The EMS Talk Group was implemented specifically for emergency medical communications between the emergency providers and hospitals in and around Palm Beach County. The usage of the talk groups are defined below. Typical Usage Scenario:

- A field unit requiring communications with a hospital will request communications through the County's Fire Rescue Dispatch Center on its currently assigned talk-group or on a MED Control talk-group.
- The Fire Rescue Dispatch Center will approve the request that the field unit change talk-groups to the requested hospital talk-group.
- The field unit will then switch to the appropriate talk-group.
- At the conclusion of the communications the field unit will switch back to its assigned talk-group and advise the Fire Rescue Dispatch Center of its return.

7.02 Purpose of Common Talk Groups. The Common Talk Groups were implemented specifically for inter-agency communication among multiple agencies, regardless of their specific discipline or affiliation. They were also created to allow communications between agencies without requiring cross-programming operational talk groups in each agency's radios.

Typical Usage Scenario:

- A unit requesting to coordinate a multi-jurisdictional operation or call for mutual assistance, places a call on the Call Talk Group for the appropriate discipline (i.e. Law Enforcement, Fire Rescue, or Local Government) to the dispatch center of the required agency(ies).
- The responding dispatch center assigns one of the Common Talk Groups to the requesting unit and contacts its agency's unit(s) and requests that the user switch to the corresponding talk group.
- The participating units would communicate on the Common Talk Group(s) and upon completion of the operation; the talk-group is cleared of all radio traffic and put back into the pool for other agencies.

damages to property which Participant can establish as being primarily attributable to the negligence of the County.

Participant further agrees to hold harmless and indemnify County for fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from Participant's activities pursuant to this Agreement, whether or not Participant was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving Participant's activities.

Participant shall indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any use or lack thereof, of the County's System; (ii) use by Participant, or (iii) any act or omission of Participant, its agents, contractors, employees or invitees. In case County shall be made a party to any litigation commenced against the Participant or by Participant against any third party, then Participant shall protect and hold harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof.

8.03 No Responsibility for Third Party Claims. Neither the County nor the Participant shall be liable to each other or for any third party claim, which may arise out of the services provided hereunder or of the radio System itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the agency which is providing such service and not necessarily either party to this Agreement.

8.04 No Consequential Damages. The terms and conditions of this Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the Participant waive all other remedies with respect to each other, including, but not limited to, consequential and incidental damages.

8.05 Survival. The provisions of this section shall survive the termination or expiration of this Agreement.

SECTION 8A: INSURANCE

The Participant shall at its sole expense, maintain in effect at all times during the performance of work hereunder insurance coverage with limits not less than those set forth below and with insurers and under forms of policies acceptable to the County.

During the term of this Agreement, Participant shall maintain Workers Compensation Insurance and Employers Liability insurance in accordance with Chapter 440 Florida Statutes and applicable Federal Acts. This coverage shall be provided on a primary basis. If any work is subcontracted, Participant shall require all subcontractors to similarly comply with this

Palm Beach County
C/O Facilities Development & Operations Department
Attn: Business & Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33410

During the term of the Agreement and prior to each subsequent renewal thereof, the Participant shall provide this evidence of compliance with the insurance requirements contained herein to Palm Beach County. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. Should Participant fail to maintain the insurance required herein, the County may terminate Participant's use of the Radio System until coverage is reinstated.

County may request evidence of compliance with the insurance requirements during the term of this Agreement and Participant shall supply such evidence within forty-eight (48) hours of the County's request to do so, by delivering to the County a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect.

SECTION 9: OWNERSHIP OF ASSETS

All assets maintained under this Agreement will remain assets of the respective party.

SECTION 10: TERM OF AGREEMENT

10.01 Initial Term. The initial term of this Agreement is for five (5) years and shall commence immediately upon full execution of this Agreement.

10.02 Renewals. The Agreement may be renewed for two (2) additional terms of five (5) years each. At least six (6) months prior to the expiration of this Agreement's term, the Participant shall provide the County with a request to renew this Agreement. Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

10.03 Existing Interlocal Terminated. This Agreement when effective terminates and replaces the Interlocal Agreement between County and Participant R2018-1363.

SECTION 11: AMENDMENTS TO THIS AGREEMENT

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

SECTION 14: APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

SECTION 15: FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 16: ENTIRE AGREEMENT

This Agreement and any Attachments hereto constitute all agreements, conditions and understandings between the County and the Participant concerning access to the EMS and Common Talk Groups. All representations, either oral or written, shall be deemed to be merged into this Agreement, except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the County or Participant unless reduced to writing and signed by them.

SECTION 17: DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of the County's officers.

**SECTION 18: 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.

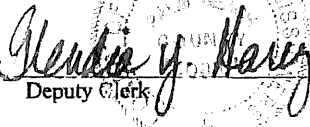
SECTION 19: NO THIRD PARTY BENEFICIARY

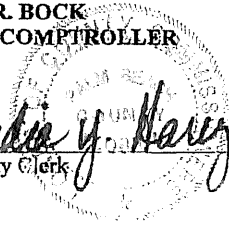
No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Participant.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

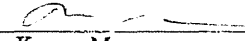
ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

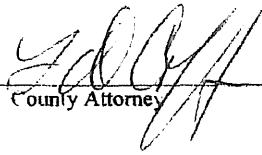
By: 
Deputy Clerk



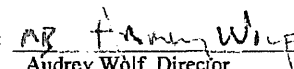
R2020-1034 AUG 25 2020
PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: 
Dave Kerner, Mayor

APPROVED AS TO LEGAL
SUFFICIENCY:

By: 
County Attorney

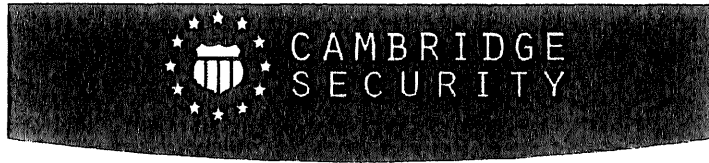
APPROVED AS TO TERMS AND
CONDITIONS:

By: 
Audrey Wolf, Director
Facilities Development & Operations

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



February 11, 2020

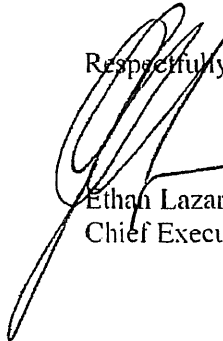
Board of County Commissioners
Palm Beach County
301 N. Olive Avenue
West Palm Beach, FL 3340


Re: COPCN Attachment #18

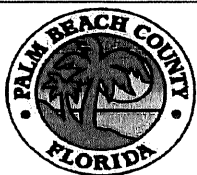
To Whom It May Concern,

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.

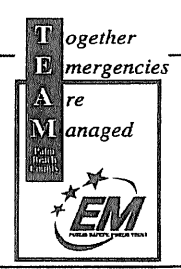
Respectfully submitted,



Ethan Lazar
Chief Executive Officer
James J. D'Arcy
Chief Operating Officer



Palm Beach County
Emergency Medical Services
COPCN Application



For: Addison Reserve Country Club & Assoc.

Agency Name	Cambridge Security Services Corp.		
		Received By	L. Schurter
General Fund 0001-660-7110-4295			
Payment Received	Date		11/18/2020
	Check Number		3635
	Amount		\$500.00

PAID

Certificate of Public Convenience and Necessity

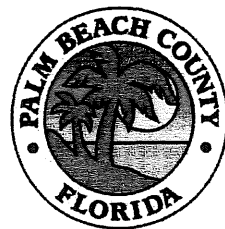
Palm Beach County Emergency Medical Services

WHEREAS, there is a need for Cambridge Security Services Corporation 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

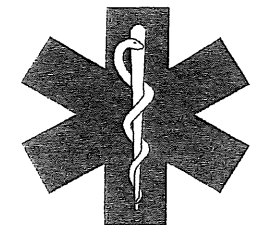
WHEREAS, said agency has indicated that it will comply with the requirements of Palm Beach County's Emergency Medical Services Ordinance (#2017-030) as amended, the Board of County Commissioners of Palm Beach County hereby issues a Certificate of Public Convenience and Necessity to said emergency medical service provider, valid from issuance on April 20, 2021 and until the earlier of termination by the Board of County Commissioners or termination of the contractual agreement with Addison Reserve Country 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) designated, providing the level of service endorsed as follows:

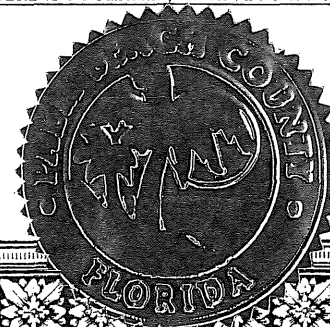


Area(s): Community of Addison Reserve

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



Stephanie Lepida
Director, Public Safety Department



Mayor, Board of County Commissioners



**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
- Maria G. Marino
- Gregg K. Weiss
- Maria Sachs
- Melissa McKinlay
- Mack Bernard

County Administrator

Verdenia C. Baker

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Official Electronic Letterhead

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

RE: 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: April 10, 2021

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 April 20, 2021. 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
Stephanie Sejnoha, Director
Department of Public Safety

msb

cc: Stephanie Sejnoha, Director of Public Safety
Lisa De La Rionda, Public Affairs
Denise Coffman, 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, April 20, 2021 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 Addison Reserve Country Club for the period from April 20, 2021, until their contractual agreement with Addison Reserve Country Club & Association is terminated.

Board of County Commissioners

Stephanie Sejnoha 3/3/21
Stephanie Sejnoha, Director Date
Department of Public Safety

Please advertise on Saturday, April 10, 2021