

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

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Meeting Date: April 20, 2021 [ ] Consent [ ] Regular
[ ] Ordinance [X] Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Emergency Management
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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: the issuance of a Special Secondary Service Certificate of Public Convenience and Necessity (COPCN) to Titan International Security Services, Inc. (Titan) for the gated community of Broken Sound.

**Summary:** Titan has applied for a Special Secondary COPCN to provide non-transport Advanced Life Support (ALS) services for the gated community of Broken Sound. Security agencies for private communities can provide rapid response to medical emergencies and have the capability to provide advanced life support services until the primary ALS agency arrives. The Department of Public Safety, Division of Emergency Management (DEM) has reviewed the application and recommends approval of a Special Secondary Service ALS Provider - Non-Transport COPCN to be issued to Titan. The application was found to be in compliance and met the requirements based on the PBC Code of Ordinances, Chapter 13, Sections 13-22. The COPCN will be issued for operations restricted to the confines of Broken Sound Master Association for the period of April 20, 2021, until Titan contractual agreement with Broken Sound Master Association is terminated. Boca Raton Fire Rescue is the Primary COPCN holder and has signed a Memorandum of Understanding with Titan to provide such services in their respective zone. The Emergency Medical Services (EMS) Advisory Council has also approved the recommendation to grant Titan a Special Secondary Service ALS Provider - Non-Transport COPCN. **District 4** (LDC)

**Background and Policy Issue:** The PBC Code of Ordinances, Chapter 13, Sections 13-20, requires each private security agency providing ALS service to obtain a County "Special Secondary Service ALS Provider - Non-Transport" COPCN. Titan previously provided security and ALS first response, non-transport services to one other gated community in Palm Beach County.

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

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Recommended By: [Signature] 3/2/21
Department Director Date
Approved By: [Signature] 3/11/21
Deputy County Administrator Date

**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)	_____	_____	_____	_____	_____
<b>Net Fiscal Impact</b>	<u>(\$650)</u>	<u>(\$150)</u>	<u>(\$150)</u>	<u>(\$150)</u>	<u>(\$150)</u>

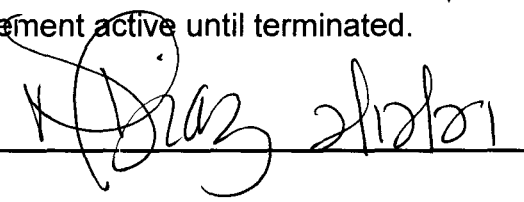
# ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

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:**

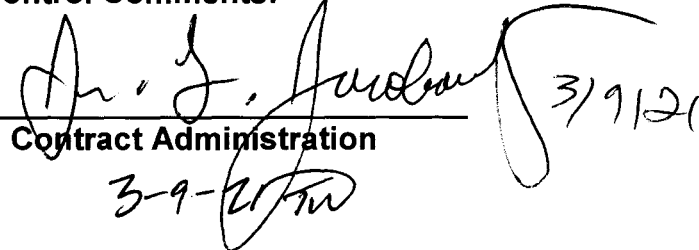
A onetime application fee of \$500 was collected. Permit fee of \$150 per unit will be charged annually. Contractual agreement active until terminated.

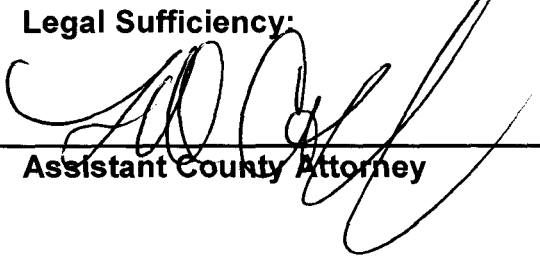
Departmental Fiscal Review: 

**III. REVIEW COMMENTS**

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

 3/9/21  
 OFMB UM 3/9

 3/9/21  
 Contract Administration 3-9-2021

**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  
January 20, 2021

Community: Broken Sound

Corporate Name: Titan International Security Services, Inc.

Name of Agency (DBA): Titan International Security Services, Inc

Mailing address: 1975 Sansburys Way, Suite 101-102 West Palm Beach, FL 33411

Base station address: (Applicant must maintain a base of business in Palm Beach County)  
1975 Sansburys Way, Suite 101-102, West Palm Beach, FL 33411

Phone #: 561-296-3893

Agency is public sector \_\_\_\_\_ Private sector X

Chief's / Manager's / Owner's name: Scott Duchene

Medical Director's name: Dr. Gregg Nezowitz

Medical Director's business address: 1975 Sansburys Way, Suite 101-102, West Palm Beach, FL 33411

Medical Director's medical license number: ME 75671 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:** Titan International Security Services, Inc. provided a Service Agreement with the Country Club Maintenance Association DBA Broken Sound Master Association with a start date of January 4, 2021, and ending January 3, 2026.

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

**Comment:** Howard Tarler, President of Broken Sound Master Association provided a letter requesting Titan International Security Services, Inc., to provide Advanced Life Support (ALS) non-transport services to the gated community of Broken Sound located in Boca Raton.

- Attachment #3** – A memorandum of understanding that is executed between the applicant and the Primary COPCN Holder.  
**Comment:** A memorandum of understanding (MOU) between Titan International Security Services, Inc. and the Primary Certificate of Public Convenience and Necessity Holder – City of Boca Raton was approved and signed on December 16, 2020.
- Attachment #4** - Medical Protocols approved by the Primary COPCN Holder's Medical Director for the applicable Area.  
**Comment:** Medical Protocols have been approved by the applicant's Medical Director, Dr. Gregg Nesowitz, and the Primary COPCN holder's Medical Director, Dr. Terry Cohen.
- Attachment #5** – Copy of current State Emergency Medical Services (EMS) license(s) and/or current COPCN, if any.  
**Comment:** Titan International Security Services, Inc. provided their current State of Florida ALS service license with has an expiration date of December 16, 2022. Titan International Security Services, Inc. previously had a PBC COPCN for Admirals Cove Golf Village from December 4, 2018, until their contract was terminated November 30, 2020.
- Attachment #6** – **Copy of profile sheet(s) relating to current Florida State license(s), if any,** or the equivalent information sheet listing all of the agency's vehicles, if any. In order to maintain an acceptable level of service response time, all applicants must have a sufficient number of ALS vehicles available for response which number will vary based on the area of assignment. In no event shall any COPCN holder have less than one ALS unit and one ALS vehicle fully staffed, operationally available, and in series at all times ready for simultaneous response to calls. The COPCN holder must also have one ALS spare unit fully equipped in the event that their primary ALS unit is not in service. It is the intent of this provision that each COPCN holder is responsible to have sufficient ALS units on hand as necessary to demonstrate ability to ensure continuity of operations.  
**Comment:** Titan International Security Services, Inc. has provided a listing for the ALS vehicle to be used. The vehicle is a 2020 Nissan Rogue VIN# 5N1AT2MT9C814724.
- 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:** Titan International Security Services, Inc. has provided a roster that includes three paramedics. All paramedics meet the requirements of certification and training referenced in 64J-1.020 F.A.C. and 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.
- 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:** Titan International Security Services, Inc. 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 January 1, 2022.

- Attachment #9** – The Medical Director must be a Florida licensed physician. Provide a copy of a fully executed contract or agreement. Include copies of current DEA and Florida Physician’s License. Must meet requirements of 64J-1.004, F.A.C.

**Comment:** Titan International Security Services, Inc., has provided a current contract with their Medical Director, Dr. Gregg Nezowitz, M.D. The contract commenced on January 1, 2018, and expires December 31, 2022. Dr. Nezowitz’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:** Titan International Security Services, Inc., Medical Director Dr. Nezowitz 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:** Titan International Security Services, Inc., Medical Director Dr. Nezowitz has provided a letter that states Titan International Security Services, Inc., does not transport trauma alert patients from the scene of any incidents from Broken Sound. Patients will be transported by Boca Raton 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:** Titan International Security Services, Inc., provided three (3) years of consolidated financial statements for the years 2018, 2019, and 2020.
- Attachment #13** - Copy of proposed rate structure, if any.

**Comment:** No fees will be assessed to any patients of the Country Club Maintenance Association DBA Broken Sound Master Association
- Attachment #14** - Except for current COPCN holders, a summary history of applicant’s emergency services performance record, which provides proof that at the time of application, the applicant has demonstrated experience providing ALS or BLS services. Experience providing ALS or BLS services must include experience providing the full-continuum of patient care from call initiation, during patient transport and through to final patient transfer to hospital or other final destination. This is not a personal reference for the agency but how the agency had provided ALS or BLS services in the past.

Applicants for Special Secondary Service Provider COPCNs who meet the staff experience requirement set forth herein, but that do not have a summary history of performance providing ALS Services, are eligible for a conditional COPCN.

**Comment:** Titan International Security Services, Inc., had a previous COPCN for Special Secondary Service Provider COPCN in PBC with Admirals Cove Golf Village from December 4, 2018, until their contract was terminated November 30, 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:** Titan International Security Services, Inc. had their first County inspection for the Admirals Cove Golf Village vehicle in December 2018 and they were inspected again in 2020. The ALS vehicle that will be used for the Broken Sound Community 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:** Titan International Security Services, Inc., 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:** Titan International Security Services, Inc., as a former PBC COPCN holder with a current PBC Radio Communications MOU with the community of Admirals Cove Golf Village. A second radio agreement doesn't need to be obtained for the community of Broken Sound.
- 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 Chief Executive Officer/Owner, Scott Duchene of Titan International Security Services, Inc., states they have 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:** Titan International Security Services, Inc., provided check# 617775 for \$500.00 as payment for their COPCN for the community of Broken Sound.

**Staff Recommendation**

The Department of Public Safety, Division of Emergency Management (DEM) has reviewed the COPCN application for Titan International Security Services, Inc. and recommends approval of a Special Secondary Service ALS Provider - Non-Transport COPCN for the Country Club Maintenance Association DBA Broken Sound Master 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 January 4, 2021 to January 3, 2026

**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 Titan International Security Services, Inc.

Mailing address 1975 Sansburys Way, Suite 101-102, West Palm Beach, FL 33411

Base station address \_\_\_\_\_

Phone # 561-296-3893

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 Scott Duchene

Medical Director's name Dr. Greff Nezowitz

Medical Director's business address 1975 Sansbury's Way, Suite 101-102, West Palm Beach, FL 33411

Medical Director's Medical License# ME75671 Exp. Date January 31, 2022

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) or zone(s) for the proposed service to be covered by your agency. You must submit copies of any municipal resolution(s), contractual agreements, and Community Association contracts allowing your agency to provide medical response services to any municipality or community.
2. The affected Community Association must submit a letter of request prepared and signed by an authorized representative indicating the dates of service coinciding with the effective date and the expiration date of the contract between the Community Association and the applicant. The expiration date may be amended upon renewal of the contract by submitting an updated letter of request to the administrator. The Community Association shall notify the administrator of an early termination, or of an extension of the contract.
3. A memorandum of understanding that is executed between the applicant and the Primary COPCN Holder.
4. Medical Protocols approved by the Primary COPCN Holder's Medical Director for the applicable Area.
5. Copy of current State 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 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.


Scott Duchene  
Printed / Typed Name of Agency Representative

  
\_\_\_\_\_  
Signature

December 21, 2020  
Date

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing Application was acknowledged before me this 20 day of December, 2020 by Scott Duchene, who is personally known to me or who has produced \_\_\_\_\_, as identification and who did take an oath.

  
\_\_\_\_\_  
Signature

Notary Seal:



# Broken Sound

## MASTER ASSOCIATION SECURITY CONTRACT

This Contract, made and entered into this 4TH day of JANUARY, 2021, at 12:00am by and between COUNTRY CLUB MAINTENANCE ASSOCIATION D/B/A BROKEN SOUND MASTER ASSOCIATION (hereinafter referred to as "ASSOCIATION") and TITAN INTERNATIONAL SECURITY SERVICES, INC. (hereinafter referred to as "CONTRACTOR")

### WITNESSETH

WHEREAS, the ASSOCIATION has agreed to enter into this contract with the CONTRACTOR on the basis of the CONTRACTOR'S representations and inducements with reference to its ability to provide security services in accordance with the standards required to promote and maintain the public safety of the BROKEN SOUND PROPERTY to the highest standards of care in accordance with this Contract.

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) paid by the ASSOCIATION to CONTRACTOR, the mutual promises, representations, covenants and agreements herein contained and other good and valuable consideration, the parties hereto covenant and agree to engage the professional services of the CONTRACTOR for the purpose of providing public safety for the ASSOCIATION, upon the terms and conditions hereinafter set forth.

### I. DESCRIPTION OF PROPERTY TO BE MAINTAINED

WHEREAS the ASSOCIATION; is a Master Association managing and operating a mixed use community of residential and commercial properties dba BROKEN SOUND MASTER ASSOCIATION, COUNTRY CLUB MASTER ASSOCIATION, INC. A FLORIDA CORPORATION, NOT FOR PROFIT, a first-class residential community located in PALM BEACH COUNTY, BOCA RATON, FLORIDA.

### II. TERM

1. This agreement shall be in effect for five (5) years, starting JANUARY 4, 2021, and ending JANUARY 3, 2026, unless sooner terminated as set forth herein. CONTRACTOR will provide written notification to ASSOCIATION at least thirty (30) days prior to increases.
2. On 1.04.2022 Contractor will increase your rate by 3%.
3. On 1.04.2023 Contractor will increase your rate by 3%.
4. On 1.04.2024 Contractor will increase your rate by 3%.
5. On 1.04.2025 Contractor will increase your rate by 3%.

**IV. PERFORMANCE OF WORK**

1. **CONTRACTOR** shall provide the following:
  - a. **UNIFORMS:** Standard uniforms, pants, shirts, nameplate, garrison belt and appropriate foul weather gear, winter jackets when needed, shall be worn by personnel, and shall be furnished by the **CONTRACTOR**. **CONTRACTOR'S** personnel are expected to be in full uniform and proper appearance for security personnel at all times when on duty. Each officer and supervisor shall have a badge indicating his/her status as an officer or supervisor.
  - b. **PAPERWORK:** Reports shall be provided by the **CONTRACTOR** as requested. All are to be available for review and the **CONTRACTOR** shall take appropriate precautions to protect all data, information and documentation which shall remain the property of the **ASSOCIATION**.
2. **ALS PROGRAM:** **CONTRACTOR** to provide non-transport Advanced Life Support ("ALS") services to **ASSOCIATION** twenty-four (24) hours a day, three hundred sixty-five (365) days a year. With the ALS program, paramedics assigned to **ASSOCIATION** will be on premises to respond to all medical or trauma incidents within the community. Paramedics will assist in establishing procedures and critique appropriate level and standard of care such as: defibrillation, airway management and administration of medications. All paramedics are trained to the same rigorous standards under the license of the medical director.
3. **PATROL/EMS VEHICLE:** One (1) late model mid-size four door sedan or SUV for **ASSOCIATION'S** premises. Emergency lights, AED, medical bag, spotlight, and fire extinguisher. EMS vehicle will also carry the following equipment and supplies for ALS program:
  4. **Equipment** – Cardiac Monitor/Defibrillator/Pacer, Oxygen Tanks/Regulator/Sleeve  
**Airway Supplies** – Intubation equipment/supplies, Adjuncts to Airway, BVM, O2 Administration, Suctions/Supplies, Drug Box: Kind Hard Case, Drugs, IV Supplies  
**Trauma** – Trauma Bags and Supplies  
**Radios** – **ASSOCIATION** will furnish Medcom Radios  
**Subject to or as otherwise modified by the terms of Exhibit "C", ASSOCIATION** to be responsible for cost of replenishing supplies and drugs as needed. Billed to said **ASSOCIATION**.
5. **TRAINING:** All Security personnel will be well trained by Titan International Security Services, Inc. standard security protocol and procedures as well as **ASSOCIATION** specific security directives. This includes CPR/AED procedures. All patrol officers will be First Responder qualified.
6. **SUPERVISION:** An "IN CHARGE" officer with rank to supervise and act as a liaison with the **ASSOCIATION** shall be on duty at all times. This delegated person will have supervisory experience, in addition to having experience as an officer. This officer will be responsible for ensuring that there is adequate security officer coverage at all times. Such coverage is required under the terms of the **ORDERS** (as said term is hereinafter defined).

8. The duty and responsibility of all security personnel at Broken Sound is to follow and enforce all post rules and post orders (the Orders) as provided by the ASSOCIATION and Management. The said Orders may be changed or amended by the ASSOCIATION from time to time.
9. The CONTRACTOR's work includes furnishing all material, equipment, labor, and services necessary for completion of the required work. The use of inadequate equipment, which creates a hazard, will not be acceptable and the CONTRACTOR shall replace it when deemed necessary by the ASSOCIATION.
10. The CONTRACTOR shall furnish an English speaking Site Supervisor to inspect and oversee all work performed by their employees and shall maintain a liaison between said supervisor and the ASSOCIATION and/or representatives of the Management firm to discuss accomplishments and/or problems affecting performance of work. The Site Supervisor shall have administrative and operational experience in security and must have at least one year of supervisory experience in law enforcement, security, or the military.
11. Employees of CONTRACTOR shall do the supervision of the contract work and CONTRACTOR shall store, transport, operate and secure supplies, materials and equipment used in the course of work so as not too cause interference, nuisance, damage or injury to any person or property.
12. SUPERVISION OF SECURITY FORCE. Supervision of officers furnished, in pursuant to this Agreement, will be and remains the SOLE responsibility of CONTRACTOR. CONTRACTOR hereby agrees that all designated personnel are identified to the ASSOCIATION. Pursuant to Section IV, 6 above, a Site Supervisor shall be on duty at all times.

#### V. GENERAL CONDITIONS

1. The services to be provided by the CONTRACTOR consist of protecting the ASSOCIATION's residents, guest or invitees, buildings, employees and property against criminal activity, fire, and other hazards and promote their health and safety. Due to the openness, accessibility and conditions peculiar to the area of Broken Sound itself (country club, golf course, construction, non-gated commercial, apartments, etc.), the CONTRACTOR can only act as a deterrent to crime and vandalism, ASSOCIATION specifically acknowledges and agrees that CONTRACTOR cannot guarantee the personal safety or property of inhabitants and/or visitors as they move about in daily activities.
2. The CONTRACTOR shall ensure that its employees, who perform Security services, obey general and post orders, and all special written and verbal orders issued by the ASSOCIATION and its representatives. The CONTRACTOR shall ensure that its employees report for duty, remain at their posts until properly relieved and perform their duties in accordance with generally accepted standards for such services. The CONTRACTOR shall ensure that its employees properly handle and use equipment provided by the ASSOCIATION. The CONTRACTOR shall indemnify the ASSOCIATION for all losses, damages and costs of repair caused by improper handling and/or use by CONTRACTOR'S employees. The CONTRACTOR shall ensure that all its employees provided to the ASSOCIATION for work are properly licensed and legally authorized to work in this jurisdiction.

11. CONTRACTOR shall employ a sufficient number of personnel to perform all duties properly, but not less than the staffing levels set forth in this contract without the approval of the ASSOCIATION, but at the final determination of the CONTRACTOR.
12. The parties agree and understand that the CONTRACTOR may not be held liable for damage arising out of:
  - A) Any damage occurring in transmitter, proximity card or barcode operated and controlled entrance and exit gate lanes unless damage was caused by negligence of the CONTRACTOR's employee.
  - B) Actions of the operators of vehicles who fail to obey the information and regulatory signs in the manually operated and controlled entrance and exit gate lanes.
13. It is agreed that the ASSOCIATION will furnish on a continuing basis a current list of homeowners, telephone numbers, street addresses along with any other information pertaining to security matters to assist officers in the performance of their duties.
14. It is agreed that owners will advise the gate by written, voice, mail, or telephone that they are expecting visitors or contractors, prior to their arrival. Otherwise the visitor or contractor will be detained at the gate until the verification by his or her host may be obtained.
15. It is agreed that the officer's duties in any procedure, if deviating from the post orders, verbal orders, or special orders must be coordinated and approved by the properly designated and authorized Officers of the ASSOCIATION with written notice of such instructions to be furnished upon reasonable request and communicated to the CONTRACTOR. Site Supervisor. CONTRACTOR will then subsequently instruct the guards of any approved changes.
16. It is further agreed that, subject to the terms of the orders, CONTRACTOR reserves the right to control the working hours and conditions of its employees and is responsible for their safety when working. Therefore, all officers will receive strict instructions against performing tasks unrelated to Security such as running errands for, or socializing with residents, while working for CONTRACTOR as an officer.
17. The Site Supervisor will not be removed, transferred, or terminated without prior notice and approval of the ASSOCIATION.
18. The CONTRACTOR agrees to dismiss from duty at Broken Sound any employee failing to conduct himself/herself as set forth herein or otherwise acting or appearing in a manner unfitting to Broken Sound. Such decision shall be the responsibility of the Site Supervisor and the CONTRACTOR. Nothing in this provision shall give the ASSOCIATION the right to cause dismissal of any CONTRACTOR employee, and any such responsibility for "dismissal" as set forth herein shall only relate to duty at Broken Sound.
19. CONTRACTOR certifies that all officers assigned to ASSOCIATION property under this Agreement, at a minimum, have successfully completed all required training courses and have been carefully screened both initially and periodically to ensure their appropriateness to be assigned to perform duties set forth in this Contract.

3. **EMERGENCY COMPENSATION.** It is agreed that the rate of double time the normal rate applies during an emergency, which shall include but is not limited to hurricanes, unexpected crowd riots or disturbances, uncontained fires, and other similar events which may also require the temporary evacuation for the premises. To the extent feasible, CONTRACTOR will seek and obtain prior authorization for providing such emergency services at such double time rate and shall also maintain security services up to, and immediately following, such emergency condition. No compensation will be paid to CONTRACTOR if they are evacuated off site.

## **VII. TERMINATION**

1. Notwithstanding anything contained in this agreement to the contrary and subject to the provisions hereof, this contract may be terminated upon thirty (30) days prior written notice, without cause by either party.



# Broken Sound MOPA

## One-Time Upfront Charge ALS Applications, Equipment and Supplies

<u>Application</u>	<u>Approximate Cost:</u>
State of Florida ALS	\$1,375.00 (bi-annual)
Palm Beach County ALS	\$500.00
 <u>Equipment:</u>	 <u>Approximate Cost:</u>
Cardiac Monitor/Defibrillator/Pacer	\$29,000.00
*Zoll: X Model	
*Zoll Yearly Software Update	\$300.00
Oxygen Tanks/Regulator/Sleeve	\$350.00
 <u>Airway Supplies:</u>	 <u>Approximate Cost:</u>
Intubation Equipment/Supplies	\$2,500.00
Adjuncts to Airway	\$350.00
BVM	\$600.00
O2 Administration	\$345.00
Suction/Supplies	\$860.00
Drug Box: King Hard Case	\$600.00
Drugs	\$7,000.00
Drug Administration Supplies	\$4,000.00
 <u>Trauma:</u>	 <u>Approximate Cost:</u>
Trauma Bags	\$500.00
Trauma Supplies Incl. PPE	\$3,700.00
Splints	\$3,500.00
 <b>Total</b>	 <b><u>\$55,480.00</u></b>

**\*\*\*ALS Set Up Cost Requires a \$15,000 deposit with the remaining paid off at \$3000 per month.**

**\*\*All equipment becomes property of Broken Sound upon full payment.**

**\*ALS replacement cost of supplies paid by Broken Sound.**



October 23, 2020

*To Whom It May Concern,*

*Titan International Security Services, Inc., has been contracted to provide Advanced Life Support, Emergency Medical Services to the gated community of Broken Sound located in Boca Raton, Florida.*

*Titan International Security Services, Inc., will provide ALS services as a non-transport provider to the guests and residents of Broken Sound starting on January 4, 2021 and ending on January 3, 2026.*

*Country Club Maintenance Association, Inc. dba Broken Sound Master Association will provide an amended letter, if there is an extension of the above-mentioned contract dates and/or early termination of said contract, to Palm Beach County Department of Public Safety.*

*Sincerely,*

A handwritten signature in cursive script that reads "Howard Tarler".

Howard Tarler  
President

**M E M O R A N D U M   O F   U N D E R S T A N D I N G  
B E T W E E N   T H E   C I T Y   O F   B O C A   R A T O N  
A N D   T I T A N   I N T E R N A T I O N A L   S E C U R I T Y   S E R V I C E S ,   I N C .**

THIS AGREEMENT made and entered into this 16<sup>th</sup> day of December 2020 by and between the CITY OF BOCA RATON, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and TITAN INTERNATIONAL SECURITY SERVICES, INC. a State of Florida corporation hereinafter referred to as "TITAN":

**W I T N E S S E T H :**

WHEREAS, the CITY desires to enter into this Memorandum of Understanding ("Agreement") with TITAN for the purpose of establishing dispatch protocols, the roles and responsibilities of first responder personnel at an emergency scene, and the documentation required for patient care rendered, pursuant to section 401.435(2), Florida Statutes, and section 64J-1, Florida Administrative Code; and

WHEREAS, this Agreement is a requirement of the "Special Secondary Service Provider COPCN" (Certificate of Public Convenience and Necessity) as provided in sections 13-20 and 13-22(b)(2)(b), Palm Beach County Code; and

WHEREAS, TITAN and Country Club Maintenance Association D/B/A Broken Sound Master Association, Inc. ("Association") have entered into an agreement (a copy of which is attached hereto as Exhibit "A") under which TITAN is required to provide emergency assistance within the Broken Sound Planned Unit Development ("Broken Sound") (more specifically, within the areas depicted and described in Exhibit "B").

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by both parties, the CITY and TITAN agree as follows:

1. Recitations. The above recitations are incorporated as if fully set forth herein.
2. Effective Date & Term. The effective date of this Agreement shall be the date TITAN receives its Special Secondary Service Provider COPCN (Certificate of Public Convenience and Necessity) for Broken Sound from Palm Beach County and shall run thereafter

for a five (5) year term, with the option to renew for five (5) additional one year periods, subject to termination as provided herein.

3. Dispatch Protocols.

a) Dispatch. The CITY's 911 Police/Fire Dispatch Center shall be the primary public safety answering point for all requests for emergency assistance in Broken Sound and shall be responsible for the dispatch of CITY Fire Rescue units. TITAN agrees that it will not advertise its own services or the services of any other private emergency assistance provider, and instead, shall only advertise and promote the use of 911 for the reporting of emergencies. TITAN shall discourage Broken Sound residents from notifying TITAN before using the 911 system. In the event a Broken Sound resident does initially contact TITAN for emergency assistance, TITAN shall immediately retransmit such requests for emergency assistance to the CITY 911 Police/Fire Dispatch Center.

b) Portable Radios. TITAN shall only purchase, utilize, and maintain radios that are approved in advance by the Fire Chief (or his designee) to monitor the main CITY Fire Rescue dispatch channel. The transmit and alert features of these radios shall be disabled by the CITY prior to TITAN's initial use. The CITY shall program, and re-program approved TITAN radios, upon TITAN's request, to achieve adequate radio reception. TITAN shall hold harmless the CITY, its officers, employees, or agents, and shall defend and indemnify the CITY for any claim of any nature that is related to or caused by the failure of TITAN to receive any radio transmissions.

4. First Responder Roles and Responsibilities.

a) Intent. The intent of this section is to identify TITAN's responsibility to both the patient and to the CITY. It is also to clearly establish the CITY as the final authority over patient care and transport, as provided by the CITY's Certificate of Public Convenience and Necessity issued by Palm Beach County.

b) Responsibility Upon Arriving. Upon arriving at an emergency scene, TITAN shall assess for scene safety and determine whether it is feasible to enter. If the scene is not safe, TITAN shall retreat to safety, shall notify all other responding units of its assessment of scene safety through the CITY's 911 system, and shall request law enforcement to respond.

TITAN shall remain at the emergency scene until the arrival of CITY Fire Rescue, at which time CITY Fire Rescue shall thereafter assume full responsibility for the call and the emergency scene, thereby relieving TITAN of any further responsibility.

c) Patient Assessment. Upon patient contact, TITAN shall begin patient assessment and initiate care of any sick or injured person to the extent of TITAN's ability until care is transferred to CITY Fire Rescue.

d) Care Protocols. All care provided by TITAN shall be in accordance with the pre-hospital treatment protocols approved by the TITAN Medical Director. All care provided shall be in accordance with the minimum standard pre-hospital treatment protocols approved by the CITY Fire Rescue Medical Director. Prior to the effective date of this Agreement, the CITY and TITAN shall exchange pre-hospital treatment protocols, and within ten (10) days of any change thereto. TITAN shall adhere to all local, state, and federal laws and regulations related to worker safety, inclusive of an infection control plan.

e) First Responder Duties. TITAN shall function only as an ALS First Responder by providing only Florida-certified Paramedics who have with them at all times a full set of Advanced Life Support medications and equipment as required by Chapter 401, Florida Statutes, and Chapter 64J-1.003, Florida Administrative Code, for an Advanced Life Support, Non-Transport vehicle.

f) Location of TITAN Services. Such care by TITAN shall only be provided within the specific private property boundaries of Broken Sound that are depicted and described in Exhibit "B" hereto, which are made part hereof.

g) Transport Decisions. Decisions concerning the transport of emergency medical patients shall remain the sole authority and responsibility of CITY Fire Rescue. CITY Fire Rescue shall be the exclusive provider of Advanced Life Support transport.

5. ALS First Responder Qualifications. TITAN's Paramedics shall be certified by the State of Florida and shall meet all qualifications and educational requirements as set forth in Chapter 401, Florida Statutes and Chapter 64J-1.009, Florida Administrative Code.

6. Documentation of Patient Care Rendered by First Responder.

a) Documentation Requirements. TITAN shall document all patient contact on a preliminary patient care report, which shall be given to CITY Fire Rescue units at the scene in order to provide timely and accurate patient care information. At a minimum, each patient contact shall be documented as required by section 64J-1.014(4), Florida Administrative Code, which shall provide information pertinent to the patient's identification, assessment, and care provided. Additionally, the names and identification number of all TITAN personnel on the scene who provided patient care shall be included on the patient care report. Florida Administrative Code 64-J1.014 specifies that the transporting EMS Provider shall have the complete and accurate patient care report available upon request within 24 hours of the time the vehicle was originally dispatched. TITAN shall upon the request by the receiving facility or the CITY Fire Rescue on-duty EMS Captain, submit a complete and accurate patient care record within the 24-hour window.

b) Medical Run Reports. Upon CITY Fire Rescue request, TITAN shall provide to CITY Fire Rescue copies of complete and accurate patient care reports to which TITAN responded to in Broken Sound. Such reports shall include all patient assessments, treatments/interventions, responses to treatments/interventions, response, assessment, and treatment times. The paramedic rendering treatment must sign each medical report. CITY Fire Rescue shall use these reports for Quality Assurance, purposes, and as such, they shall be deemed confidential.

7. Exposure to Infectious Disease.

a) If a potential or actual exposure to infectious disease occurs during a response within Broken Sound, CITY Fire Rescue shall immediately notify the TITAN Designated Infection Control Officer. Should TITAN become aware of a potential or actual exposure incident that involves responding TITAN personnel, TITAN shall immediately notify the CITY Fire Rescue Designated Infection Control Officer. Each agency shall be responsible for providing care to its' own personnel in the event of an exposure.

8. Termination of Agreement.

a) The obligation to continue services under this Agreement may be terminated for cause by either Party upon seven (7) days written notice of substantial failure by the other Party to perform in accordance with the terms hereof. If this Agreement is terminated for cause, TITAN shall terminate performance of all services on a schedule acceptable to the CITY or at the end of the seven (7) day period, but in no event longer than fourteen (14) days and shall no longer provide any such services in Broken Sound.

b) The CITY or TITAN shall have the right to terminate this Agreement without cause and without penalty or fee for that party's convenience upon fourteen (14) days written notice to the non-terminating party. Upon termination of this Agreement under this provision, TITAN shall terminate performance of all services at the end of such fourteen (14) day period, or on a schedule acceptable to the CITY, but in no event longer than twenty-one (21) days from the date of the notice, and shall thereafter no longer provide any such services in Broken Sound.

c) In the event TITAN's Special Secondary Service Provider COPCN (Certificate of Public Convenience and Necessity) for Broken Sound expires or is revoked or terminated by Palm Beach County, this Agreement shall terminate automatically and immediately on the date such Special Secondary Service Provider COPCN expires or is revoked or terminated.

9. Indemnification. TITAN shall defend, indemnify and hold harmless the CITY, its officers, and employees, from all liabilities, damages, claims, losses and costs, including, but not

limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of TITAN and/or persons employed or utilized by TITAN in the performance of this agreement.

Any costs and expenses, including reasonable attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the CITY to enforce this Indemnification Clause shall be borne by TITAN. In no event, will either party be liable to the other party for any loss of business or profits, penalties, or special or indirect, consequential, punitive, exemplary or liquidated damages. TITAN's liability to City shall be limited to the limits of TITAN' insurance coverages as set forth in Paragraph 10 of this Agreement.

This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this Agreement.

10. Insurance. TITAN shall obtain and maintain, for the term of this Agreement, Comprehensive Liability Insurance covering any and all claims that may arise under this Agreement, which shall be in the minimum amount of \$1,000,000 per occurrence / \$2,000,000 aggregate and from a company rated A+ or better by the BEST Guide. TITAN shall name the CITY as an additional insured under such insurance. TITAN's naming of the City as an additional insured on its liability policy pursuant to this Agreement shall afford coverage only for the negligence, recklessness or intentional wrongful misconduct of TITAN pursuant to this Agreement, be limited to the terms and conditions of this Agreement and shall in no event be construed for any purpose whatsoever so as to make TITAN or issuer of such liability policies responsible or liable in any way for the acts, errors, omissions, negligence (including joint, concurrent, independent or individual) or willful misconduct of the CITY. The insurance certificate shall state that the CITY shall receive notice of cancellation in accordance with the policy provisions. This insurance shall remain in full force and effect during the term of this Agreement.

TITAN shall procure and maintain, for the term of this Agreement either Professional Liability Insurance or Errors and Omissions Insurance. This coverage is for damages arising out of the



insured's negligence and for mistakes or failure to take appropriate action in the performance of business or professional duties. This coverage shall be on a "Claims Made" basis and kept for 2 years after completion. The minimum limits of coverage shall be \$1,000,000.00 per occurrence / \$2,000,000 aggregate. Notice will be provided to the City of Boca Raton in the event of cancellation, in accordance with the policy provisions.

11. Notice. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

- a) Name, address, telephone number and fax number of the contact person for the CITY is as follows:

Thomas R. Wood, Fire Chief  
Boca Raton Fire Rescue Services Department  
6500 Congress Avenue, Suite 200  
Boca Raton, FL 33487  
Phone: (561) 982-4040  
Fax: (561) 982-4050

- b) Name, address, telephone number and fax number of the contact person for TITAN is as follows:

Scott Duchene, CEO  
Titan International Security Services  
1975 Sansburys Way, Suite 102  
West Palm Beach, FL 33411  
Phone: (561) 296-3893

Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e. printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

The above shall be construed as restricting the transmission of routine communications between representatives of TITAN and CITY.

12. Venue and No Jury Trial Provision. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Palm Beach County. If any provision hereof is in conflict with any applicable statute or rule, or is

otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

**BY ENTERING INTO THIS AGREEMENT, TITAN AND THE CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

13. Nonwaiver. A waiver by either CITY or TITAN of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this agreement. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

14. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of competent jurisdiction.

15. Political Campaigns. During the term of this Agreement, TITAN or any employee or associate, shall not be involved in any political campaign for the CITY elective office nor make financial contribution to any such campaign.

16. Counterparts. The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

17. Legal Authority. Each party represents that the person signing this Agreement has the legal authority to bind the parties to this Agreement.

18. Integration and Modification. This Agreement is adopted by the CITY and TITAN as a final, complete and exclusive statement of the terms of the Agreement between the CITY and TITAN. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and TITAN pertaining to the Services, whether written or oral.

19. Successors and Assigns. The CITY and TITAN each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement. Any assignment, sale, pledge or conveyance of this contract by TITAN must be previously approved in writing by the CITY, whose consent may be reasonably withheld.

20. City Signature Required. This Agreement shall not be valid, unless signed by the City Manager or the Mayor.

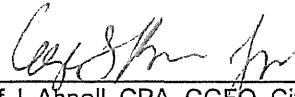
21. Filing of Agreement Required. This Agreement shall not be valid unless filed with the Bureau of Emergency Services, Department of Health, 4052 Bald Cypress Way, Tallahassee, FL 32399-1738, in accordance with the Florida Administrative Code, pursuant to Florida Statute Section 401.435.


22. Force Majeure. Neither Party shall be liable for any failure or delay in the performance of this Agreement, in whole or in part, where such failure or delay is caused by circumstances beyond the Parties' control, including but not limited to acts of God, severe weather, fire, terrorism, vandalism or civil riots, war, civil disturbance, labor activity or strike, court order or any other cause outside the Parties' exclusive and direct control.


IN WITNESS WHEREOF, the City of Boca Raton has caused these presents to be signed by the City Manager, and its seal to be hereunto affixed, and TITAN has executed this contract, all as of the day and year first above written.


CITY OF BOCA RATON, FLORIDA

TITAN INTERNATIONAL SECURITY SERVICES

By   
Leif J. Ahnell, CPA, CGFO, City Manager

By:   
Scott Duchene, CEO

ATTEST:  
  
Susan S. Saxton, City Clerk

ATTEST:  
  
(Name & Title) Ronda Neveca, CFO

Approved as to form and legal sufficiency:

  
Diana Grub Frieser  
City Attorney



CITY OF  
Boca Raton

FIRE RESCUE SERVICES  
6500 CONGRESS AVENUE, SUITE 200 • BOCA RATON, FL 33487  
PHONE: (561) 982-4000  
FAX: (561) 982-4050  
(FOR HEARING IMPAIRED) TDD: (561) 367-7043  
[www.myboca.us](http://www.myboca.us)

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January 15, 2021

To Whom it May Concern:

I have reviewed and approve Titan International Security Services' EMS Protocols.

A handwritten signature in black ink that reads "Terry Cohen MD".

Terry Cohen, MD  
Medical Director

STAY CONNECTED   

- AN EQUAL OPPORTUNITY EMPLOYER -

**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

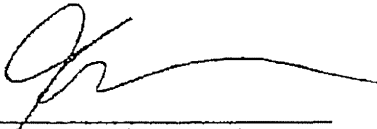
**Vision:** To be the Healthiest State in the Nation

**BUREAU OF EMERGENCY MEDICAL OVERSIGHT  
TTP ATTESTATION STATEMENT**

As the medical director for Titan International Security Services # ME 75671  
(Service Name) (License #)

I developed, directed, and/or approved the development of the  
Trauma Transport Protocols presented in this document.

Gregg Nezowitz  
Name of Medical Director

  
Signature of Medical Director

9/24/2020  
Approval Date

ME 75671  
M.D./D.O. LICENSE NUMBER

**Florida Department of Health**  
Division of Emergency Preparedness and Community Support  
Bureau of Emergency Medical Oversight  
4052 Bald Cypress Way, Bm A-22 • Tallahassee, FL 32399-1722  
PHONE 850/245-4440 • FAX 850/921-0377  
FloridaHealth.gov





STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
BUREAU OF EMERGENCY MEDICAL OVERSIGHT

ADVANCED LIFE SUPPORT SERVICE LICENSE

This is to certify that: TITAN INTERNATIONAL SECURITY SERVICES Provider Number #: 10011  
Name of Provider

1975 SANSBURY'S WAY, SUITE 101-102, WEST PALM BEACH, FLORIDA 33411  
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: 12/16/2022**

This certificate shall be posted in the above mentioned establishment

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
EMERGENCY MEDICAL SERVICES  
APPLICATION FOR VEHICLE PERMIT(S)

EMS Provider Titan International Security Services, Inc. Provider # 10011

Business Address 1975 Sansburys Way, Suite 101-102

City West Palm Beach State FL Zip Code 33411 County Palm Beach

	PERMIT TYPE					VEHICLE DATA				
	DUPLICATE	NEW	CURRENT PERMIT #	ALS TRANS	ALS NON-TRANS	BLS TRANS	YEAR	MAKE	MODEL	V.I.N.
1		X			X		2020	Nissan	Rogue S	5N1AT2MT9LC814724
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

Enclose Permit Fee(s). **Do not send cash.** Checks should be made payable to Emergency Medical Services and mailed to 4052 Bald Cypress Way, Bin A22, Tallahassee, Florida 32399-1738. All fees are nonrefundable §401.34(1), Florida Statute, (F.S.).

*I, the undersigned representative of the above named firm, do hereby affirm that all equipment and medical supplies required by Chapter 401, F.S., and Rule 64J-1, Florida Administrative Code (F.A.C.), are present and in working order on the above described vehicles. I also affirm that the equipment and medical supplies in the required quantities will be continuously maintained at the specified level. I further affirm that the above described vehicles will be staffed, during operation, in accordance with Chapters 395 and 401, F.S., and Chapter 64J-1, F.A.C.*


December 15, 2020  
 \_\_\_\_\_  
 SIGNATURE CEO DATE  
TITLE

**FALSE OFFICIAL STATEMENTS:** § 837.06, F.S.: Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.





PBC COPCN Application

December 21, 2020

Lynette,

Melvin Knight has 14 years EMS experience as a provider. He also is our current EMS Coordinator and recently certified as an AHA BLS Instructor and Red Cross EMR Instructor. He also has 2 years' experience as a Critical Care Paramedic in TN where he is currently licensed as CCP. Melvin Knight currently holds a FL Paramedic License, BLS for Healthcare providers, ACLS, PALS.

Delvis Valdez has 6 years EMS experience as a provider. Delvis Valdez currently holds a FL Paramedic license, BLS for Healthcare Providers, ACLS, and PALS.

Robert Roselli has 5 years EMS experience as a provider. Robert Roselli currently holds a FL Paramedic License, BLS for Healthcare Providers, ACLS, and PALS.

Dr. Gregg Nezowitz is a Board-Certified Emergency Physician as well as the Medical Director over the Paramedic and First Responder service for the past 15 years for Titan.

Titan International Security Services has provided EMR First Responder care since the concept of the business.

If you have any questions or need anything further, please let me know.

Kind Regards,

A handwritten signature in black ink, appearing to read "Scott Duchene", written over a horizontal line.

Scott Duchene, CEO  
Titan International Security Services, Inc.





# AGREEMENT

This agreement made this 1st day of January 2018 by and between Gregg Nezowitz M.D., 11564 Mantova Bay Cir, Boynton Beach, FL 33473, hereinafter called the "Contractor" and Titan International Security Services, Inc.

## ARTICLE 1 BASIC AGREEMENTS

**1.1. SCOPE OF SERVICES.** The Contractor will serve as the Titan International Security Services, Inc., EMS Medical Director throughout the term of this Agreement. As the Titan International Security Services, Inc., EMS Medical Director, Contractor will:

- A. Provide off-line medical direction services to include specification, review, and approval of the service protocols, quality improvement reviews, personnel evaluations for clinical fitness for duty/coverage by medical malpractice, advice to Titan International Security Services, Inc., EMS regarding EMS and medical direction, and other mutually agreed upon duties.
- B. Review reports and run sheets for incidents.
- C. Assist the EMS Director in setting up and evaluating a continuous quality improvement program in accordance with the state and federal regulations.
- D. Participate in educational programs for Titan International Security Services, Inc., EMS.
- E. Advise the EMS Director and the Palm Beach County on issues relating to the provision of quality emergency medical care by the agency's personnel.
- F. Assist in the planning and implementation of new/expanded programs that promote the public welfare and the welfare of the agency's personnel.
- G. Provide other medical advisory services related to the first responder program and other programs of the agency as necessary.
- H. Assist in the coordination of research projects and their implementation to include the obtaining of grants.

**1.2. TERM.** This Agreement shall commence on January 1, 2018 and expires on December 31, 2022.

**1.3. COMPENSATION.** For the satisfactory performance of the duties enumerated above, Titan International Security Services, Inc., EMS shall pay Contractor the sum of \$24,000.00 per year; said amount shall be paid in twelve (12) equal monthly payments of \$2,000.00 each, payable by the 30th day of the month after services are rendered.

**1.4. EFFECT OF CONTRACTOR'S DEATH.** This Agreement shall terminate immediately upon the death of the Contractor, and upon the happening of that event, the agency shall not be liable for any payments under this Agreement occurring thereafter.



## **ARTICLE 2 HOLD HARMLESS AND INDEMNIFICATION**

Contractor shall defend, indemnify and hold harmless Titan International Security Services, Inc., EMS, its agents and employees, and Palm Beach County, FL from any and all liability and expenses to Contractor or any third parties for claims, personal injuries, property damage, or loss of life or property resulting from, or in any way connected with, or alleged to have arisen from, the performance of this agreement, except where the proximate cause of such injury, damage, or loss was the sole negligence of Titan International Security Services, Inc., EMS, its agents or employees.

The Contractor shall defend, indemnify and hold Titan International Security Services, Inc., EMS, its agents and employees, and Palm Beach County, FL harmless and pay all judgments that shall be rendered in any such actions, suits, claims or demands against same alleging liability referenced above, except where the proximate cause of such injury, damage or loss was the sole negligence of Titan International Security Services, Inc., EMS, its agents or employees, and Palm Beach County, FL.

## **ARTICLE 4 TERMINATION**

Either party may cancel this Agreement, with or without cause, with a Ninety (90) day written notice to the other party. The parties are not obligated to perform or pay for any services pursuant to this Agreement after receipt of the notification of cancellation. The parties agree that this agreement is terminable at will. The parties agree that they shall not be entitled to any damages, claims, causes of action, judgment or demands in the event either party terminates this contract pursuant to this Article.

## **ARTICLE 5 NONDISCRIMINATION**

The Contractor:

- 5.1. Will not discriminate against any employee or applicant for employment because of race, age, color, religion, national origin, sex or disability.
- 5.2. Will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, color, religion, natural origin, sex or disability.
- 5.3. Will, in all solicitations or advertisements for employees placed by or on behalf of it, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, national origin, sex or disability.
- 5.4. Will include these provisions in every subcontract or sublease let by or for him.

## **ARTICLE 6 ETHICAL STANDARDS**

6.1. Contractor shall not participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to Contractor's knowledge there is a financial interest possessed by:

- A. The contractor or the contractor's immediate family.
- B. A business other than a public agency in which the contractor or a member of the contractor's immediate family serves as an officer, director, trustee, partner or employee.



C. Any other person or business with whom the director or a member of contractor's immediate family is negotiating or has an arrangement concerning prospective employment.

**6.2. GRATUITIES.** Contractor shall not solicit, demand, accept or agree to accept from another person or entity, anything of a pecuniary value for or because of:

- A. An official action taken, or to be taken, or which could be taken by Contractor and/or such person or entity.
- B. A legal duty performed, or to be performed, or which could be performed by Contractor and/or such person or entity.
- C. A legal duty violated, or to be violated, or which could be violated by Contractor and/or such person or entity.

**6.3.** Anything of nominal value shall be presumed not to constitute a gratuity under this section.

**6.4. KICKBACKS.** Contractor shall at no time receive any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associate therewith as an inducement for the award of a subcontract or order.

#### **ARTICLE 7 RENEWAL OF AGREEMENT**

This agreement shall automatically renew for additional term of one (1) year each unless not less than ninety (90) days from the date of termination of this agreement either party gives notice in writing to the other that such party will not renew this agreement.

#### **ARTICLE 8 MISCELLANEOUS PROVISIONS**

**8.1. INDEPENDENT CONTRACTOR.** The Contractor will render all services as an independent contractor; it will not be considered an employee of Titan International Security Services, Inc., EMS, nor will it be entitled to any benefits, insurance, pension, or workers' compensation as an employee of Titan International Security Services, Inc., EMS.

**8.2. ASSIGNMENT.** The Contractor will not assign or transfer any interest in this agreement without obtaining the prior written approval of Titan International Security Services, Inc., EMS.

**8.3. SUBCONTRACTS TO THE AGREEMENT.** The Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of Titan International Security Services Inc., EMS.

**8.4. WRITTEN AMENDMENTS.** This Agreement may be modified only by a written amendment or addendum which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.<sup>74</sup> **Appendix E**

**8.5. REQUIRED APPROVALS.** Neither the Contractor nor Titan International Security Services, Inc., EMS is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.

**8.6. ARTICLE CAPTIONS.** The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.

**8.7. SEVERABILITY.** If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement, at any time.



**8.8. FEDERAL, STATE AND LOCAL REQUIREMENTS.** The Contractor is responsible for full compliance with all applicable federal, state and local laws, rules and regulations.

**8.9. GOVERNING LAW.** This Agreement will be governed and construed in accordance with the laws of the State of Florida, and proper venue for litigation concerning this agreement shall be in Palm Beach County, Florida.

**8.10. NOTICES.** All notices of either party to terminate this agreement shall be given in writing and sent by certified mail, addressed to the other party as herein provided. Notice to Titan International Security Services, Inc., EMS shall be given at the following address: 1975 Sansbury's Way, Suite 101-102, West Palm Beach, FL 33411; notice to the Contractor shall be given at 11564 Mantova Bay Cir., Boynton Beach, FL 33473.

**IN WITNESS WHEREOF,** the parties have executed or caused to be executed this agreement on its behalf, the date and year first above written in duplicate originals.

TITAN INTERNATIONAL SECURITY SERVICES, INC., EMS

GREGG NEZOWITZ M.D.

\_\_\_\_\_  
Scott Duchene, CEO  
Date: January 1, 2018

\_\_\_\_\_  
Gregg Nezwotiz  
Date: January 1, 2018

\_\_\_\_\_  
Jasper Norwood  
Printed Name of Witness

\_\_\_\_\_  
Jasper Norwood  
Printed Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Witness

AC# 9382254

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
01/03/2020	ME 75671	692428

THE MEDICAL DOCTOR

QUALIFICATION(S):  
Dispensing Practitioner

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

Expiration Date: JANUARY 31, 2022  
GREGG DAVID NEZOWITZ  
7593 BOYNTON BEACH BLVD  
SUITE 190  
BOYNTON BEACH, FL - 33437



Ron DeSantis  
GOVERNOR



Scott A. Rivkees, MD  
State Surgeon General

DISPLAY IF REQUIRED BY LAW

9382254

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
DIVISION OF MEDICAL QUALITY ASSURANCE

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Expiration Date : JANUARY 31, 2022  
GREGG DAVID NEZOWITZ

LICENSEE SIGNATURE

QUALIFICATION(S):  
Dispensing Practitioner

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BN7084953	10-31-2021	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3 3N,4,5	PRACTITIONER	08-03-2018
NEZOWITZ, GREGG DAVID MD 1975 SANBURY WAY STE 102 WEST PALM BEACH, FL 33411 1928		

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  
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WASHINGTON D.C. 20537

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Form DEA-223 (8/2016)





October 23, 2020

Palm Beach County  
Department of Public Safety  
Office of Emergency Medical Services

**Re: Adopted Protocols**

To Whom It May Concern,

This letter is to make you aware, that Titan International Security Services, Inc. has adopted the minimum standard of pre-hospital treatment/transport protocols, as approved by the Palm Beach County EMS Council.

Should you have any questions or concerns, please feel free to contact me.

Kind Regards,

A handwritten signature in black ink, appearing to read "Gregg Nezowitz", written over a horizontal line.

Gregg Nezowitz,  
Medical Director



**Attestation Statement**

I, Gregg David Nezowitz, MD have read, approved and adopt for Titan International Security Services, Inc. Protocols.

A handwritten signature in black ink, appearing to be "G. Nezowitz", written over a horizontal line.

Gregg Nezowitz,  
Medical Director

10/23/20

Date

**Mission:**

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

**Ron DeSantis**  
Governor



Vision: To be the Healthiest State in the Nation

## TRAUMA TRANSPORT PROTOCOLS

Titan International Security Services

NAME OF SERVICE

10011

PROVIDER ID#

IS AN ADVANCED LIFE SUPPORT INTERFACILITY EMS PROVIDER AGENCY AND DOES NOT TRANSPORT TRAUMA ALERT PATIENTS FROM THE SCENE OF AN INCIDENT.

  
MEDICAL DIRECTOR'S SIGNATURE

ME 75671  
LICENSE NUMBER

Gregg Nezwitz  
MEDICAL DIRECTOR'S NAME (PRINTED)

9/24/2020  
DATE

**Florida Department of Health**  
Division of Emergency Preparedness and Community Support  
Bureau of Emergency Medical Oversight  
4052 Bald Cypress Way, Bin A-22 • Tallahassee, FL 32399-1722  
PHONE: 850/245-4440 • FAX: 850/921-0377  
[FloridaHealth.gov](http://FloridaHealth.gov)



## Titan International Security Services, Inc.

## Profit &amp; Loss

January through December 2020

NOT AUDITED

01/20/21  
Accrual Basis

	<u>Jan - Dec 20</u>
Ordinary Income/Expense	
Income	4,221,272.59
Gross Profit	4,221,272.59
Expense	
Charitable Contribution	500.00
Office Expense	6,891.37
Membership Fee	796.50
Reimbursement	8,737.10
Theft	0.00
Business Gifts	3,324.90
Capital One -2685	29.00
Payroll Expenses	3,297,585.76
Equipment Repair	2,558.82
Copy Machine	667.34
Security System	2,087.48
Training	2,794.18
Advertising	7,639.96
Licenses, Fees & Permits	4,015.12
Automobile Expense	101,092.67
Background Expense	12,088.70
Bank Service Charges	6,857.08
Charitable Contributions	500.00
Computer and Internet Expenses	24,980.60
Continuing Education/Training	534.38
Dues and Subscriptions	99.00
Insurance Expense	336,861.91
Janitorial Expense	7,140.00
Medical Services and Supplies	35,064.89
Office Supplies	19,753.97
Officer Recognition	105.95
Postage and Delivery	391.36
Professional Fees	14,702.33
Rent Expense	3,655.87
Repairs and Maintenance	253.03
Taxes - Property	11,755.45
Telephone Expense	16,405.25
Travel Expense	2,373.86
Uncategorized Expenses	1,281.46
Uniform Supplies	33,729.71
Utilities	3,990.98
Total Expense	<u>3,971,245.98</u>
Net Ordinary Income	250,026.61
Other Income/Expense	<u>-4,178.27</u>
Net Income	<u><u>245,848.34</u></u>

## Titan International Security Services, Inc.

## Balance Sheet

As of December 31, 2019

	Dec 31, 19
<b>ASSETS</b>	
Current Assets	
Checking/Savings	21,582.11
Accounts Receivable	
Accounts Receivable	-514.49
Total Accounts Receivable	-514.49
Total Current Assets	21,067.62
Fixed Assets	
Office Suite	331,579.00
Accumulated Depreciation	-205,126.00
Furniture and Equipment	124,281.60
Total Fixed Assets	250,734.60
<b>TOTAL ASSETS</b>	<b>271,802.22</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Credit Cards	
American Express 62000	39.00
Total Credit Cards	39.00
Other Current Liabilities	
Payroll Taxes-old -installment	373,914.46
Payroll Liabilities	25,634.86
Sales Tax Payable	15,865.24
Total Other Current Liabilities	415,414.56
Total Current Liabilities	415,453.56
Long Term Liabilities	
Fifth Third - LOC	19,483.24
Mortgage Payable - Excel Nat'l	262,162.35
Loan From Shareholder	420,178.82
Total Long Term Liabilities	701,824.41
Total Liabilities	1,117,277.97
Equity	
Capital Stock	11,000.00
Retained Earnings	-1,012,840.68
Net Income	156,364.93
Total Equity	-845,475.75
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>271,802.22</b>

**Titan International Security Services, Inc.**  
**Profit & Loss**  
January through December 2019

	Jan - Dec 19
Ordinary Income/Expense	
Income	4,032,352.30
<b>Gross Profit</b>	<b>4,032,352.30</b>
<b>Expense</b>	
Membership Fee	1,727.00
Reimbursement	11,633.15
Employee Handbook	-75.00
Other Expense	17,000.00
Business Gifts	5,723.28
Payroll Expenses	3,287,214.90
Equipment Repair	4,311.72
Copy Machine	1,828.83
Security System	2,251.52
Training	10,531.99
Advertising	6,145.21
Licenses, Fees & Permits	1,950.09
Automobile Expense	68,440.75
Background Expense	7,346.10
Bank Service Charges	12,242.00
Computer and Internet Expenses	18,632.23
Dues and Subscriptions	101.00
Insurance Expense	178,136.90
Janitorial Expense	6,618.51
Medical Services and Supplies	42,340.64
Office Supplies	20,052.51
Officer Recognition	725.00
Postage and Delivery	59.31
Printing and Reproduction	44.99
Professional Fees	13,447.41
Recruiting	250.00
Rent Expense	13,404.38
Repairs and Maintenance	7,538.67
Taxes - Property	11,406.15
Telephone Expense	21,590.63
Travel Expense	6,273.99
Uncategorized Expenses	1,744.57
Uniform Supplies	25,831.72
Utilities	4,159.60
<b>Total Expense</b>	<b>3,810,629.75</b>
<b>Net Ordinary Income</b>	<b>221,722.55</b>
<b>Other Income/Expense</b>	
Other Income	
Insurance Refund	695.55
<b>Total Other Income</b>	<b>695.55</b>
<b>Other Expense</b>	
Penalty & Interest	4,041.82
Depreciation Expense	11,066.00

Titan International Security Services, Inc.  
**Profit & Loss**  
January through December 2019

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	<u>Jan - Dec 19</u>
Interest Expense	50,945.35
Total Other Expense	<u>66,053.17</u>
Net Other Income	<u>-65,357.62</u>
Net Income	<u><u>156,364.93</u></u>

**Titan International Security Services, Inc.**  
**Balance Sheet**  
As of December 31, 2018

	Dec 31, 18
<b>ASSETS</b>	
Current Assets	-45,282.67
Fixed Assets	
Office Suite	331,579.00
Accumulated Depreciation	-194,060.00
Furniture and Equipment	124,281.60
Total Fixed Assets	261,800.60
<b>TOTAL ASSETS</b>	<b>216,517.93</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Credit Cards	39.00
Other Current Liabilities	
Payroll Taxes-old -installment	507,530.46
Unemployment Tax	-251.56
Payroll Liabilities	-107.87
Sales Tax Payable	20,080.88
Total Other Current Liabilities	527,251.91
Total Current Liabilities	527,290.91
Long Term Liabilities	
Fifth Third - LOC	45,675.02
Mortgage Payable - Excel Nat'l	270,944.40
Loan From Shareholder	347,178.82
Total Long Term Liabilities	663,798.24
Total Liabilities	1,191,089.15
Equity	
Capital Stock	11,000.00
Retained Earnings	-1,131,357.77
Shareholder Distributions	1,886.88
Net Income	143,899.67
Total Equity	-974,571.22
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>216,517.93</b>



**Titan International Security Services, Inc.**  
**Profit & Loss**  
January through December 2018

	Jan - Dec 18
Ordinary Income/Expense	
Income	3,680,574.37
Gross Profit	3,680,574.37
Expense	
Weapon Expense	447.93
Visa Credit Card	19,919.52
Membership Fee	2,342.00
Reimbursement	10,308.92
Other Expense	0.00
Business Gifts	3,294.40
Payroll Expenses	3,071,031.20
Equipment Repair	2,703.80
Copy Machine	1,453.31
Electronics	398.06
Security System	1,916.52
Training	1,376.00
Advertising	5,996.92
Licenses, Fees & Permits	3,927.20
Automobile Expense	61,031.09
Background Expense	7,905.00
Bank Service Charges	476.69
Charitable Contributions	850.00
Computer and Internet Expenses	16,254.44
Dues and Subscriptions	211.00
Insurance Expense	115,952.17
Janitorial Expense	6,800.00
Medical Services and Supplies	34,005.79
Miscellaneous Expense	362.97
Office Supplies	16,356.34
Officer Recognition	1,000.00
Postage and Delivery	396.69
Professional Fees	20,325.54
Recruiting	75.00
Rent Expense	10,248.90
Repairs and Maintenance	861.34
Taxes - Property	10,730.13
Telephone Expense	20,078.78
Travel Expense	6,486.51
Uncategorized Expenses	1,493.53
Uniform Supplies	31,737.36
Utilities	4,112.61
Total Expense	3,492,867.66
Net Ordinary Income	187,706.71
Other Income/Expense	
Other Income	
Insurance Refund	103.00
	103.00

**Titan International Security Services, Inc.**  
**Profit & Loss**  
January through December 2018

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	<u>Jan - Dec 18</u>
Total Other Income	103.00
Other Expense	
Penalty & Interest	5,135.31
Depreciation Expense	13,477.00
Interest Expense	<u>25,297.73</u>
Total Other Expense	<u>43,910.04</u>
Net Other Income	<u>-43,807.04</u>
Net Income	<u><u>143,899.67</u></u>

**Titan International Security Services, Inc.**  
**Balance Sheet**  
As of December 31, 2017

	Dec 31, 17
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	4,774.19
Accounts Receivable	
Accounts Receivable	-0.40
<b>Total Accounts Receivable</b>	-0.40
<b>Total Current Assets</b>	4,773.79
<b>Fixed Assets</b>	
Office Sulte	331,579.00
Accumulated Depreciation	-180,583.00
Furniture and Equipment	124,281.60
<b>Total Fixed Assets</b>	275,277.60
<b>TOTAL ASSETS</b>	280,051.39
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Credit Cards	39.00
<b>Other Current Liabilities</b>	
Payroll Taxes-old -installment	725,892.76
Payroll Liabilities	2,407.54
Sales Tax Payable	20,280.60
<b>Total Other Current Liabilities</b>	748,580.90
<b>Total Current Liabilities</b>	748,619.90
<b>Long Term Liabilities</b>	
Fifth Third - LOC	59,712.00
Mortgage Payable - Excel Nat'l	279,259.62
Loan From Shareholder	312,212.64
<b>Total Long Term Liabilities</b>	651,184.26
<b>Total Liabilities</b>	1,399,804.16
<b>Equity</b>	
Capital Stock	11,000.00
Retained Earnings	-1,071,762.09
Net Income	-58,990.68
<b>Total Equity</b>	-1,119,752.77
<b>TOTAL LIABILITIES &amp; EQUITY</b>	280,051.39

**Titan International Security Services, Inc.**  
**Profit & Loss**  
January through December 2017

	Jan - Dec 17
Ordinary Income/Expense	
Income	3,560,705.01
Gross Profit	3,560,705.01
Expense	
Membership Fee	1,278.00
Reimbursement	3,391.52
Employee Handbook	-75.00
Other Expense	-107.59
Theft	0.00
Casual Labor	805.00
Business Gifts	2,157.08
Payroll Expenses	2,882,624.14
Equipment Repair	5,192.06
Copy Machine	2,990.20
Electronics	2,694.44
Security System	2,494.26
Training	1,643.75
Advertising	5,050.97
Reconciliation Discrepancies	-9.94
Licenses, Fees & Permits	1,421.60
Automobile Expense	131,621.58
Background Expense	11,913.00
Bank Service Charges	3,324.62
Charitable Contributions	100.00
Computer and Internet Expenses	18,177.35
Continuing Education/Training	457.84
Dues and Subscriptions	195.00
Insurance Expense	123,980.98
Janitorial Expense	9,907.52
Medical Services and Supplies	10,526.53
Miscellaneous Expense	1,116.26
Office Supplies	34,476.59
Officer Recognition	2,575.00
Postage and Delivery	1,518.27
Printing and Reproduction	43.99
Professional Fees	54,890.75
Recruiting	400.00
Rent Expense	12,423.00
Repairs and Maintenance	2,395.78
Taxes - Property	24,411.89
Telephone Expense	21,793.09
Travel Expense	8,848.28
Uncategorized Expenses	1,488.49
Uniform Supplies	27,047.81
Utilities	3,655.83
Total Expense	3,418,839.94
Net Ordinary Income	141,865.07
Other Income/Expense	

**Titan International Security Services, Inc.**  
**Profit & Loss**  
January through December 2017

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	<u>Jan - Dec 17</u>
Other Income	
Insurance Refund	33,114.91
<b>Total Other Income</b>	<b>33,114.91</b>
Other Expense	
Employee Theft - HVR	8,230.95
Depreciation Expense	18,249.00
Interest Expense	104,343.41
Tax Penalties	103,147.30
<b>Total Other Expense</b>	<b>233,970.66</b>
<b>Net Other Income</b>	<b>-200,855.75</b>
<b>Net Income</b>	<b>-58,990.68</b>



PBC COPCN Application

December 18, 2020

Lynette,

Titan International Security Services, Inc. will not be charging per service to patients. Our services are provided on a contractual basis with Broken Sound Master Association.

If you have any questions or should need anything further, please let me know.

Kind Regards,

A handwritten signature in black ink, appearing to be 'Scott Duchene', written over a horizontal line.

Scott Duchene, Owner/CEO  
Titan International Security Services, Inc.



PBC COPCN Application

December 18, 2020

Lynette,

Titan International Security Services, Inc. has a current COPCN in Palm Beach County formerly with Golf Village @ Admiral's Cove.

If you have any questions or should need anything further, please let me know.

Kind Regards,

A handwritten signature in black ink, appearing to be 'Scott Duchene', written over a horizontal line.

Scott Duchene, Owner/CEO  
Titan International Security Services, Inc.



---

PBC COPCN Application

December 18, 2020

Lynette,

Titan International Security Services, Inc. had an inspection performed at Golf Village @ Admiral's Cove. We will have the new vehicle inspected by Palm Beach County prior to it being put into service at Broken Sound.

If you have any questions or should need anything further, please let me know.

Kind Regards,

A handwritten signature in black ink, appearing to be "Scott Duchene", written over a white background.

Scott Duchene, Owner/CEO  
Titan International Security Services, Inc.





PBC COPCN Application

December 18, 2020

Lynette,

Titan International Security Services, Inc. has a formal quality assurance system consistent with Florida Statute Section 401.265 and Rule 64J-1, Florida Administrative Code.

If you have any questions or should need anything further, please let me know.

Kind Regards,

A handwritten signature in black ink, appearing to read 'Scott Duchene', written over a white background.

Scott Duchene, Owner/CEO  
Titan International Security Services, Inc.



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	0.00	0.00	0.00	0.00	0.00
# ADDITIONAL FTE POSITIONS (Cumulative)	*	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No \_\_\_\_\_  
 Does this item include the use of federal funds? Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No:  
 Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Revenue Source \_\_\_\_\_  
 Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Revenue Source \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 \* There is no fiscal impact associated with this item

**C. Departmental Fiscal Review:** Karyn Sykes

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

Steve Glavin 6/9/2020  
 OFMB 6/9/20  
 LNH 6/9

Ar. S. Powell 6/11/2020  
 Contract Development and Control  
 6/10/20

**B. Legal Sufficiency:**  
Sean-Adel Williams  
 Assistant County Attorney

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

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

R2020 0766

AMENDED AND RESTATED 800 AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of JUL 07 2020, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and Titan International Security Services, Inc., a corporation licensed to do business in the State of Florida, ("Participant"), with a Federal Tax ID number of 20-0933144.

WITNESSETH

WHEREAS, on May 1, 2018, the County and the Participant entered into an Agreement R2018-0660 (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:

Page 1 of 17

Form Rev. 01/22/2020 EMS/Talk Group – private entities

## SECTION 1: PURPOSE

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

## SECTION 2: DEFINITIONS

**2.01 Certificate of Public Convenience and Necessity (COPCN):** is a certificate with endorsements issued by the Board of County Commissioners, deeming it to be in the public convenience and necessity for the named advanced life support provider to operate within the confines of the County, as authorized in Section 401.25, Florida Statutes, as amended.

**2.02 Common Talk Groups:** Talk groups established on the County's System that are made available to County agencies, municipalities and other non-County agencies for interoperable communications between agencies for the purpose of providing mutual assistance and planning and execution of on-scene operations.

**2.03 County Talk-Groups:** Talk groups established on the County's System that are made available to County agencies providing for inter-departmental communications. These talk groups are reserved for particular departments/agencies and only available to outside departments by separate agreements.

**2.04 EMS Talk Groups:** Talk groups established on the County's System that are made available for emergency service personnel to communicate directly with hospitals in and around Palm Beach County.

**2.05 Participant Equipment:** Also known as "agency radios," are Participant owned P25 compliant handheld and mobile radios and control stations that operate in the 800 MHz spectrum that have the ability to be programmed and used on the County's System.

**2.06 Radio Alias:** The unique name assigned to an operator's radio that displays on the dispatcher's console when a radio transmits.

**2.07 SmartZone Controller:** The SmartZone Controller is the central computer that controls the operation of the County's Public Safety Radio System. The SmartZone Controller manages access to System features, functions, and talk-groups.

**2.08 System:** The Public Safety Radio System funded, purchased, installed, maintained and owned by the County.

**2.09 System Manager:** An employee within the County's Electronic Services & Security Division of the Department of Facilities Development & Operations with the title Radio

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.

**7.03 Approved Uses.** Usage of the EMS and Common Talk Groups is authorized to coordinate multi-jurisdictional fire/law enforcement/disaster recovery operations such as fires requiring multi-agency responses, police pursuit through multiple jurisdictions, coordination and response to local emergencies and disasters, and for emergency medical communications between emergency providers and hospitals in and around Palm Beach County. Other authorized uses include undercover operations, investigations, perimeter communications, fire ground coordination, scene security and landing zone communications requiring participation of multiple agencies and disciplines.

**7.04 Prohibited Uses.** The EMS and Common Talk Groups shall not be used for everyday routine communications or as an extra talk group for agencies that have cross programming agreements and duplicated talk groups programmed into their radios. Other prohibited uses include communications for special events and operations, use as an additional dispatch, administrative or a car to car talk group for a single agency.

**7.05 Required Monitoring.** Agencies requesting to use the EMS and Common Talk Groups by this Agreement have a requirement to monitor the Calling Talk Group in their respective dispatch center to respond to calls for assistance from field units. The dispatch centers which combine more than one discipline in their dispatch center are required to monitor the disciplines which are dispatched. Agencies which do not utilize their own dispatch center are not required to monitor the Calling Talk Group.

## **SECTION 8: LIABILITY**

**8.01 No Representation as to Fitness.** The County makes no representations about the design or capabilities of the County's System. The Participant has decided to enter into this Agreement and use the County's System on the basis of having interoperability with the County and /or other municipalities during times of mutual aid and/or joint operations. The County agrees to use its best reasonable efforts to provide the Participant with full use of the EMS and Common Talk Groups but makes no guarantee as to the continual, uninterrupted use of the System, or its fitness for the communication needs of the Participant.

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

damages to property which Participant can establish as being 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



requirement unless such subcontractor's employees are covered by the Participant's Workers Compensation Insurance policy.

Participant shall purchase and maintain during the term of this Agreement, Commercial General Liability insurance (required coverages, premises/operations, independent contractors, products/completed operations, contractual liability, broad form liability, X-C-U coverages, if applicable) in the amount no less than \$1,000,000 per occurrence.

Should any of the work hereunder involve water craft owned or operated by Participant or any subcontractor, such shall be insured under the Commercial General Liability policy or by other such liability insurance such as Protection and Indemnity in an amount no less than \$5,000,000 per occurrence.

Should any of the work hereunder involve aircraft (fixed wing or helicopter) owned or operated by Participant or any subcontractor, Participant shall procure and maintain Aircraft Liability insurance in the amount of \$5,000,000 per occurrence bodily injury (including passengers) and property damage.

Should the Participant provide patient carrier services using Participant owned or leased vehicles, the Participant shall purchase and maintain during the term of this Agreement, Business Automobile Liability insurance covering on all owned, non-owned and hired automobiles with all of the limits, terms and conditions with a combined single limit bodily injury and property damage in an amount no less than \$1,000,000 per occurrence.

The requirements contained herein as to types and limits, as well as County's approval of insurance coverage to be maintained by Participant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Participant under this Agreement.

The County shall be named as an Additional Insured on each liability insurance policy required, except for Workers Compensation and Business Auto Liability. The additional insured endorsements shall provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents", c/o Electronic Services & Security Division, 2633 Vista Parkway, West Palm Beach, FL, 33411. All involved policies must be endorsed so that thirty (30) days notification of cancellation and any material change(s) in coverage shall be provided to the Board of County Commissioners of Palm Beach County.

The Certificates of Insurance must provide clear evidence that Participant's Insurance Policies contain the minimum limits of coverage and special provisions prescribed in this Section, in accordance with all of the limits, terms and conditions set forth above and shall remain in force during the entire term of this Agreement. Prior to the execution of this Agreement, Participant shall deliver to County Certificate of Insurance, evidencing that such policies are in full force and effect. Such Certificates shall adhere to the conditions set forth herein. Such initial evidence of insurance shall be sent to:

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 R2018-0660

#### **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 12: TERMINATION**

This Agreement shall terminate if Participant's COPCN expires or is revoked and may be terminated by either party, with or without cause upon ten (10) days written notice to the other party. Upon notice of termination, the System Manager will proceed to disable the Participant's radios from the County's System. It will be the responsibility of the Participant to reprogram the Participant's radios removing the County's System information from the radios. The Participant will complete reprogramming the Participant's radios within sixty (60) days of the date of termination. A Participant with greater than one hundred (100) radios will be given ninety (90) days to re-program its radios.

**SECTION 13: NOTICES**

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

As to the County:

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

Director, Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603

With a copy to:

Radio System Manager  
Palm Beach County Electronic Services & Security Division  
2601 Vista Parkway  
West Palm Beach, FL 33411-5610

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

As to the Participant:

Titan International Security Services, Inc.  
Attn: Scott Duchene, CEO  
1975 Sansbury's Way, Suite 101-102  
West Palm Beach, FL 33411

**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.

**SECTION 20: NON-DISCRIMINATION**

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

**SECTION 21: ASSIGNMENT**

Participant may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

**SECTION 22: SEVERABILITY**

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 23: COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**SECTION 24: ANNUAL BUDGETARY FUNDING/CANCELLATION**

This Agreement and all obligations of County hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners .

**SECTION 25: EFFECTIVE DATE**

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

**THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**

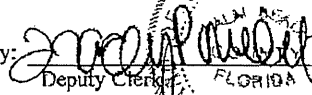
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

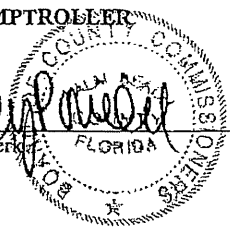
R2020 0766  
JUL 07 2020


ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political  
subdivision of the State of Florida

By:   
Deputy Clerk

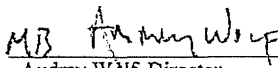


By:   
Dave Kerner, Mayor

APPROVED AS TO LEGAL  
SUFFICIENCY:

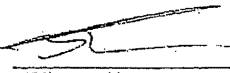
APPROVED AS TO TERMS AND  
CONDITIONS:

By:   
County Attorney


By:   
Audrey Wolf, Director  
Facilities Development & Operations

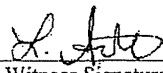
WITNESS:

PARTICIPANT:

By:   
\_\_\_\_\_  
Witness Signature

Ronda Neveca  
\_\_\_\_\_  
Print Signature Name

By:   
\_\_\_\_\_  
SCOTT DICHTEL, CEO

By:   
\_\_\_\_\_  
Witness Signature

Leticia Soto  
\_\_\_\_\_  
Print Signature Name

**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





PBC COPCN Application

December 18, 2020

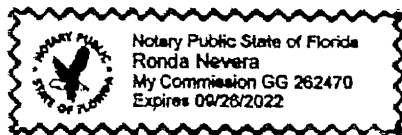
I, Scott Duchene, Owner and CEO of Titan International Security Services, Inc. certifies that Titan International Security Services, Inc. has met all applicable federal, state, and local requirements pertaining to the delivery of EMS.

\_\_\_\_\_  
Scott Duchene, Owner/CEO  
Titan International Security Services, Inc.

Notary

12/18/20  
Date

Seal





Titan International Security  
1975 SANSBURY'S WAY STE 101-102  
WEST PALM BEACH, FL 33411  
(561) 296-3893

CHASE for BUSINESS  
JPMorgan Chase Bank, N.A.  
www.Chase.com

9-32/720

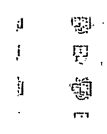
12/21/2020

PAY TO THE ORDER OF PBC Board of County Commissioners

\$ \*\*500.00

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

PBC Board of County Commissioners



\_\_\_\_\_  
AUTHORIZED SIGNATURE

MEMO

PBC Application for Secondary COPCN Broken Sou

⑈061775⑈ ⑆072000326⑆ 613538039⑈

TITAN INTERNATIONAL SECURITY

PBC Board of County Commissioners

12/21/2020

6177

PBC Application for Secondary COPCN Broken Soun

500.00

Chase Checking -New PBC Application for Secondary COPCN Broken

500.00

# Certificate of Public Convenience and Necessity

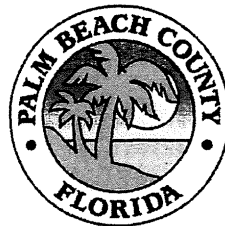
## Palm Beach County Emergency Medical Services

WHEREAS, there is a need for Titan International Security Services, Inc. to operate and provide essential emergency medical services to the citizens and visitors of Palm Beach County, Florida; and

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

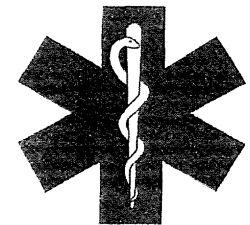
WHEREAS, said agency has indicated that it will comply with the requirements of Palm Beach County's Emergency Medical Services Ordinance (#2017-030) as amended, the Board of County Commissioners of Palm Beach County hereby issues a Certificate of Public Convenience and Necessity with conditions to said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

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 Broken Sound

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



Stephanie Sejnoka  
Director, Public Safety Department



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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  
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**Palm Beach County  
Board of County  
Commissioners**

- Dave Kerner, Mayor
- Robert S. Weinroth, Vice Mayor
- Maria G. Marino
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- Maria Sachs
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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 Titan International Security Services, Inc.

**Publish: Saturday: March 27, 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, Director  
Department of Public Safety

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

