

STANDARD FORM OF AGREEMENT BETWEEN
THE CITY OF DELRAY BEACH AND UNIVERSAL PROTECTION SERVICE, LLC
DBA ALLIED UNIVERSAL SECURITY

THIS AGREEMENT is entered in this _____ day of _____, 20__ between the CITY OF DELRAY BEACH, FLORIDA, on behalf of the FIRE RESCUE DEPARTMENT (hereinafter referred to as "Fire Rescue") and UNIVERSAL PROTECTION SERVICE, LLC, DBA ALLIED UNIVERSAL SECURITY (hereinafter referred to as "Allied Universal").

Whereas, the City of Delray Beach (the "City") on behalf of its Fire Rescue Department, desires to enter into this Agreement with Allied Universal for the purpose of establishing dispatch protocols, the roles and responsibilities of special secondary service first responder personnel at an emergency scene, and the documentation for patient care rendered pursuant to Chapter 64J-2 of the Florida Administrative Code.

Now, therefore, the parties agree as follows:

1. Recitations. The above recitations are incorporated as if fully set forth herein.
2. Dispatch Protocols.
 - a. Dispatch. Palm Beach County Dispatch Communications Center shall be the primary public safety answering point for all requests for emergency medical services within Delaire Country Club and will be responsible for the dispatch of Fire Rescue units. Allied Universal agrees to advertise the use of 911 for the reporting of fire and medical emergencies and to discourage its residents from notifying Allied Universal before using the 911 system. Allied Universal will advertise no other number to the residents of Delaire Country Club for the purpose of reporting fire and medical emergencies. Allied Universal will immediately retransmit all requests for fire and emergency medical assistance to the county communications center.
 - b. Communications while En Route. Radio communications between Fire Rescue and Allied Universal while enroute will be accomplished using the assigned frequency from PBCFR Dispatch. Such communications shall be utilized when the patient or the scene is unstable, when necessary to affect the safety of responding personnel and, when necessary to transmit vital information to the responding Fire-Rescue unit upon completion of the primary survey of the patient, when situation permits.
3. First Responder Roles and Responsibilities.
 - a. Intent. The intent of this section is to identify Allied Universal's responsibility to both the patient and to Delray Beach Fire Rescue. It is also to clearly establish Fire Rescue as the final authority over patient care and transport, as provided by current Certificate of Public Convenience and Necessity issued by Palm Beach County.

- b. Responsibility Upon Arriving. Upon arriving at an emergency scene, Allied Universal will assess for scene safety and determine whether it is feasible to enter. If the scene is not safe, Allied Universal will retreat to safety. Allied Universal will notify all other responding units of the situation and request law enforcement to respond. Allied Universal will stay until the arrival of Fire Rescue, at which time; Fire Rescue will assume responsibility for the call.
 - c. Patient Assessment. Upon patient contact, Allied Universal shall begin patient assessment and initiate care of any sick or injured person.
 - d. Care Protocols. All care provided by Allied Universal shall ensure common medical direction with Fire Rescue through participation of their medical director in the Palm Beach County Medical Directors Association. Allied Universal shall also provide Fire Rescue with a copy of its infectious diseases policy and procedures.
 - e. First Responder Duties. Allied Universal will function only as an ALS First Responder by using certified Paramedics carrying a full set of Advanced Life Support medications and equipment as required by Chapter 401, Florida Statutes and Chapter 64J-2, Florida Administrative Code for an Advanced Life Support, Non-Transport vehicle. Such care shall only be provided prior to the arrival of Fire Rescue units and only within the private property of Delaire Country Club.
 - f. Transport Decisions. Decisions concerning the transport of emergency medical patients shall remain the sole authority and responsibility of Fire Rescue. Fire Rescue shall be the exclusive provider of advanced Life Support transport.
4. ALS First Responder Qualifications. Allied Universal's paramedics shall be certified by the State of Florida and will meet all qualifications and educational requirements as set forth in Chapter 401, Florida Statutes, and Chapter 64J-2 Florida Administrative Code.
5. Documentation of Patient Care Rendered by First Responder.
- a. Documentation Requirements. Allied Universal shall provide documentation required for patient care pursuant to Chapter 64J-2 of the Florida Administrative Code. In addition, but not as a limitation, Allied Universal will provide to Fire Rescue written documentation of vitals (with time taken), chief complaint, age and sex of patient, assessment findings, interventions to include ECG tracings, by whom performed, and time performed. Such information shall be provided to the responding Fire Rescue unit verbally upon arrival of that unit and prior to Fire Rescue's departure from the scene, in a preliminary, written report to include at a minimum, vital signs, chief complaints and all

interventions.

- b. Quarterly Reports. On a quarterly basis, Allied Universal will provide copies of all medical run reports, to which Allied Universal responded to on Delaire Country Club's property, to Fire Rescue. Reports shall include all patient assessments, treatments/interventions, responses to treatments/interventions, response, assessment, and treatment times. The paramedic rendering treatment must sign the medical report. Fire Rescue shall use these reports for Quality Assurance purposes, and as such, they shall be deemed confidential. All such reports will be forwarded to Fire Rescue Headquarters, in care of the EMS Division.
6. Notifications of Exposure to Infectious Disease. If a potential or actual exposure to infectious disease occurs during a call within Delaire Country Club, Fire Rescue shall notify Allied Universal as soon as Fire Rescue has confirmed same with the receiving hospital. Should Allied Universal become aware of a potential or actual exposure that involves response personnel, Allied Universal shall notify Fire-Rescue as soon as possible. Each agency shall be responsible for providing appropriate care to its own personnel in the event of such an exposure.
7. Period. Agreement shall begin 1/30/25 and shall end 1/29/26 unless terminated earlier as herein provided. This agreement may be renewed for a period of one additional year, upon the express written consent of the City.
8. Termination. This agreement may be terminated without cause by either party upon receipt of written notice to the other party. In addition, this Agreement may be terminated by the City for cause, which shall include, but not be limited to lack of compliance with applicable rules, laws, and regulations, failure to perform in a timely manner; conduct injurious to proper patient care and safety or any other reasonable cause. Termination for cause shall be effective upon mailing or hand-delivery of a Notice of Cancellation. Indemnification. Allied Universal shall indemnify and hold harmless the City of Delray Beach and its officers, agents, and employees for any cause of action or claim of whatever kind or nature including, but not limited to, negligence, gross negligence, intentional torts arising out of the performance of this Agreement, including every act or omission in the performance of this Agreement. This indemnification and hold harmless agreement shall not include any negligent acts of the City. The City does not waive its immunity under Section 768.28, Florida Statutes.
9. Insurance. Allied Universal shall obtain Comprehensive Liability Insurance in the amount of \$1,000,000.00 per occurrence from a company rated A+ or better by the BEST Guide. Allied Universal shall name the City as an additional insured. The insurance certificate shall state that the City shall have thirty (30) days prior notice of cancellation. This insurance shall remain in full force and effect during the term of this Agreement.

during the term of this Agreement.

10. Notice and Contact. At any time should there be an issue concerning fulfillment of this MOU, notice of this issue shall be transmitted as soon as possible to the other party to ensure that it is immediately addressed and resolved to the satisfaction of all. All notices shall be in writing (or e-mail) and sent to the address listed below.

a. Name, address, telephone number and fax number of the contact person for the City is as follows:

City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

b. Name, address, telephone number and fax number of the contact person for Universal Protection Service, LLC, DBA Allied Universal Security is as follows:

Alessandro Frittitta – EMS Chief
Address: 1645 Palm Beach Lakes Blvd. Suite #600
West Palm Beach, FL 33401
Phone: 561-478-9983
Email: alessandro.frittitta@aus.com

11. Venue. This Agreement shall be constructed 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 conflicts 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.

12. Waiver. No waiver by the City of any right or remedy granted hereunder or failure to insist on strict performance by Allied Universal shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the City for any further or subsequent default by Allied Universal. Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

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

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

15. Modification; Entire Understanding. This Agreement may be amended, in writing, by mutual agreement of the parties. All prior understanding and agreements between the parties with respect to such matters are merged into this Agreement which alone, fully and completely express their understanding.
16. No Assignment. This Agreement shall not be assigned.
17. City Signature Required. This Agreement shall not be valid, unless signed by the City Manager or the Mayor.
18. 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.
19. Public Records. **IF ALLIED UNIVERSAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ALLIED UNIVERSAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.**

Allied Universal shall comply with public records laws, specifically to:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Allied Universal does not transfer the records to the City.
- d. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of Allied Universal or keep and maintain public records required by the City to perform the service. If Allied Universal transfers all public records to the City upon completion of the Agreement, Allied Universal shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Allied Universal keeps and maintains public records upon completion of the Agreement, Allied Universal shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request

from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- e. If Allied Universal does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.
20. Inspector General. Allied Universal is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Allied Universal and its sub licensees and lower tier sub licensees. Allied Universal understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Allied Universal or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.
 21. By entering into this Agreement, Allied Universal acknowledges its obligation to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." Allied Universal affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Allied Universal, Allied Universal may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of Allied Universal.
 22. Pursuant to § 787.06(13), Florida Statutes, Allied Universal has provided to the City an affidavit executed by an officer or representative of the nongovernmental entity under penalty of perjury attesting that Allied Universal does not use coercion for labor or services as defined in the statute.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and Allied Universal executed this contract as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

By: _____
Alexis Givings, Interim City Clerk

By: _____
Thomas F. Carney Jr. Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Lynn Gelin, City Attorney

UNIVERSAL PROTECTION SERVICES,
LLC, DBA ALLIED UNIVERSAL
SECURITY

By: _____
(Signature)

Print Name: Alessandro Frattitta

Title: EMS Chief

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of November, 2021, by _____ (name of person), as EMS Chief (type of authority) for Allied Universal (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification
Type of Identification Produced _____

Maryc Adersholtz
Notary Public - State of FLORIDA

