



LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Asst County Attorney ☐ Elizabeth Alt, Sr Asst County Attorney ☒ Russell Ward, Asst County Attorney ☐ William Harris, Asst County Attorney

From: (Name) Mascho Rodney (Dept) Fire-Rescue - 3355
(Title) Division Chief (Phone) 291-8097
Signature BK Mascho Date 4/20/2021

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ New Document ☐ Review & Comment ☐ RESUBMIT LRM No. _____
☒ Approve as to Form ☐ Other

Description of Request

Please approve the attached COPCN application to be placed on the BCC agenda for approval and signature.

For more information or discussion, contact: ☒ Same as above
(Name) _____ (Title) _____ (Phone) _____
Last First

COMPLETION IS REQUESTED BY: (specific date) 04/27/2021

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☒ Yes ☐ No

Agenda Deadline Date: 05/07/2021 Agenda Date: 05/18/2021

LRM No. 2021-299 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome:

Date Received:

Approved as to form with investigation findings.

Marion County Attorney

APR 21 2021

RECEIVED

Attorney Signature: Russell Ward Date 4/26/21

Staff Signature: Alana Leach Returned: ☒ Department ☐ Admin ☐ Procurement
Completed

4/26/2021



**Marion
County**
FLORIDA

**Application for Certificate of Public
Convenience and Necessity for
Automatic Aid/Mutual Aid Agencies**

By

Villages Public Safety Dept.

Application Process

Coordinating Agency for Marion County

Marion County Fire Rescue
2631 SE 3rd Street
Ocala, FL 34471

Phone: (352) 291-8000

Division Chief of EMS

Steps

- Applicant requests application packet.
- Marion County Fire Rescue provides packet to applicant by e-mail or physical copy.
- Applicant completes application and submits to the Division Chief of EMS at Marion County Fire Rescue.
- Marion County Fire Rescue reviews application and makes contact with applicant for any clarification or corrections needed.
- Marion County Fire Rescue submits application to Marion County Risk Management.
- Marion County Risk Management confirms that insurance meets requirements and notifies Marion County Fire Rescue.
- Marion County Fire Rescue submits application to County Attorney.
- County Attorney confirms that application meets requirements of Ordinance 21-05 and notifies Marion County Fire Rescue.
- Marion County Fire Rescue prepares final agenda materials and submits for inclusion at the appropriate meeting of the Marion County Board of County Commissioners.
- Marion County Board of County Commissioners takes action on the application.
- Marion County Fire Rescue notifies applicant of the Board action and if approved, provides applicant with Certificate of Public Convenience and Necessity (physical copy and digital copy). This final step may take 1-2 weeks as the Certificate is processed for signatures.

Section 1

Application

Instructions

Please complete all entries legibly. If the form does not provide sufficient space, additional pages for this section may be inserted at the end of Section 1.

Application Type

Application Date: 03/22/2021

Application Type (choose one):

- ☒ New
☐ Renewal

Application Type (choose one):

- ☐ Level II – Basic Life Support Transport
☒ Level III – Advanced Life Support Non-Transport
☐ Level IV – Advanced Life Support Transport
☐ Level V – Advance Life Support Air Ambulance

Applicant Information

Applicant Name: The Villages Public Safety Department

Mailing Address: 3035 South Morse Boulevard

City: The Villages State: FL Zip Code: 32163

Business Telephone: 352-205-8280

Type of Ownership: ☐ Private ☒ Government

Manager's Name: Edmund Cain Manager's Phone Number: 352-205-8280

Manager's Email: edmund.cain@districtgov.org

Medical Director Information

Name: Desmond Fitzpatrick Phone Number: 305-467-1311

Mailing Address: 3035 South Morse Boulevard

City: The Villages State: FL Zip Code: 32163

Florida License Number: ME 120756

Owner/Operator(s)/Officers/Partners/Directors/Shareholders Information

Name	Business Address	Position
Villages Center Community Dev. Dist.	984 Old Mill Run The Villages, FL	Owner

Experience of Owners/Operators

The Villages Public Safety Department (VPSD) originated in 1999 and is presently operating as a fully-staffed ALS all-hazard response, non-transport agency. VPSD operates out of 9 fire stations and has plans for expansion. VPSD's average response time is 4.5 minutes with a response area spanning over 90 square miles, three counties, four cities, and including over 130,000 residents. VPSD has an Insurance Service Organization (ISO) rating of 2 and is actively working to obtain an ISO of 1. VPSD currently operates the following equipment with plans of expansion: 150 uniformed personnel, 5-engines, 2- 75' ladders, 1- 95' tower ladder, 1- squad (heavy rescue), 5- non-transport rescues, 2- attack trucks (rescue), 1- marine unit, 2- battalion chiefs (per shift).

Application Fees

Fees apply for both new applications and renewal applications. If the purpose of the application is to enhance or decrease the level of service provided, then this application process will be considered as a new application.

- ☐ \$500.00 – Basic Life Support Transport
- ☐ \$2,000.00 – Advanced Life Support Transport
- ☐ \$5,000.00 – Advanced Life Support Air Ambulance
- ☐ Exempt – Advanced Life Support Non-Transport
- ☐ Exempt – Local Government
- ☒ Exempt – Current Automatic Aid/Mutual Aid Agreement

Signatures

I certify that this applicant will meet all valid requirements of the State, Marion County Ordinance No. 21-05, and all Rules and Regulation applicable to same, and that to the best of my knowledge, all statements on this application are true and correct.

Signature: Edmond A. Cain

Printed Name: Edmond A. Cain

Date: 4-16-2021

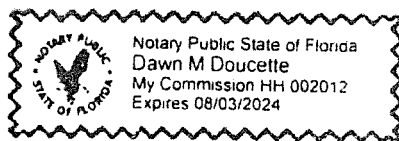
Position/Title/Applicant: Fire Chief

State of FL

County of Sumter

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 16 day of April, 2021, by Edmond A. Cain.

Stamp/Seal:



☒ Personally Known
OR

☐ Produced Identification Type of Identification Produced:

Dawn M. Doucette
Notary Public (Print Name)

Dawn M. Doucette
Signature of Notary Public

Section 2

Current COPCN

from Main Service Area

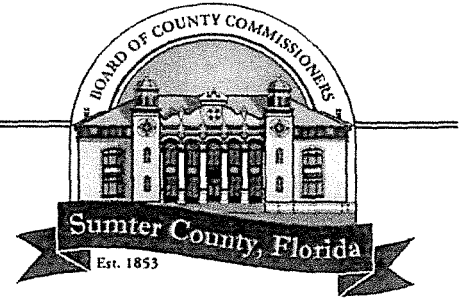
Instructions

Insert a copy of your current COPCN from the County in which your organization provides primary service.

Board of County Commissioners

Sumter County, Florida

7375 Powell Road, Suite 200 • Wildwood, FL 34785 • Phone (352) 689-4400 • FAX: (352) 689-4401
Website: <http://sumtercountyfl.gov>



October 15, 2020

Edmund Cain, Fire Chief
The Villages Public Safety Department
Village Center Development District
3035 S. Morse Blvd
The Villages, FL 32163

Dear Chief Cain:

Enclosed for your records is a fully-executed original of the Certificate of Public Convenience and Necessity (COPCN) for Advanced and Basic Life Support Transport for The Villages Public Safety Department approved by the Board of Sumter County Commissioners on October 13, 2020.

If there are any questions, please do not hesitate to contact our office at (352) 569-6629.

Very truly yours,

BOARD OF SUMTER COUNTY COMMISSIONERS

GLORIA R. HAYWARD
CLERK & AUDITOR

By Caroline Al Restimawi
Caroline Al Restimawi
Deputy Clerk

Enclosures

Al Butler, Dist 1
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Doug Gilpin, Dist 2
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Don Burgess, Dist 3
Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

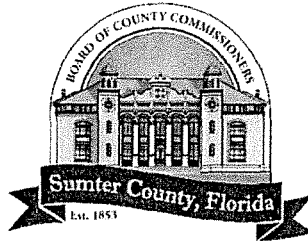
Garry Breeden, Dist 4
2nd Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Steve Printz, Dist 5
Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Bradley S. Arnold,
County Administrator
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Gloria R. Hayward, Clerk & Auditor
(352) 569-6600
215 East McCollum Avenue
Bushnell, FL 33513

County Attorney
The Hogan Law Firm
Post Office Box 485
Brooksville, Florida 34605



SUMTER COUNTY, FLORIDA
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY (COPCN)
FOR ADVANCED AND BASIC LIFE SUPPORT TRANSPORT SERVICE

WHEREAS, the Board of County Commissioners of Sumter County, Florida (BOCC) determined there is a need for Advanced and Basic Life Support (ALS/BLS) Non-Transport first response services within The Villages® age-restricted development in Sumter County; and

WHEREAS, the BOCC established standardized medical oversight, credentialing, and guidance for Sumter County Fire & EMS and American Medical Response; and

WHEREAS, the BOCC entered into an Interlocal Governmental Agreement with the Village Center Community Development (District) on February 6, 2019, for the delivery of non-transport emergency medical services; and

WHEREAS, the District agrees to provide non-transport basic and advanced life support services in accordance with Florida Statutes Chapter 401; and

WHEREAS, Florida Chapter 401 requires the issuance of a Certificate of Public Convenience and Necessity (COPCN) from each County the agency will operate within; and

WHEREAS, the BOCC desires to maintain minimum and consistent service levels for emergency first response medical services within Sumter County; and

WHEREAS, the BOCC has a focus on improving patient outcomes through consolidated medical direction; and

WHEREAS, the BOCC consolidated medical direction of emergency first responders to include ALS and BLS Transport and Non-Transport providers in Sumter County with the University of Florida (UF) Department of Emergency Medicine; and

WHEREAS, the BOCC requires The Villages Public Safety Department to follow the medical direction with UF Department of Emergency Medicine; and

**CERTIFICATE OF PUBLIC
CONVENIENCE AND NECESSITY**

WHEREAS, Chapter 401, Florida Statutes, Part III, Section 401.25, provides for licensure by the State of Florida Department of Health of entities providing basic life support or advanced life support transportation services; and

WHEREAS, Chapter 401, Florida Statutes, Part III, subsection 401.25(2)(d), provides that a condition precedent to such licensure is a Certificate of Public Convenience and Necessity from each county in which the applicant shall operate; and

WHEREAS, Chapter 401, Florida Statutes, Part III, subsection 401.25(6), authorizes counties to adopt ordinances providing reasonable standards for Certificates of Public Convenience and Necessity, and requires the governing body of each county to consider state guidelines, recommendations of the local or regional trauma agency created under Chapter 395, Florida Statutes, and the recommendations of municipalities within its jurisdiction; and

WHEREAS, Chapter 11, Lake County Code, Article II, subsection 11-19(f), provides for the general form of a Certificate of Public Convenience and Necessity; and

WHEREAS, the VILLAGES CENTER COMMUNITY DEVELOPMENT DISTRICT shall provide emergency medical services, but not ambulance or transportation services, for the citizens of Lady Lake and enclave portions of The Villages, The Village in Fruitland Park and the future Village at Leesburg; and

WHEREAS, there has been demonstrated a need for the VILLAGES CENTER COMMUNITY DEVELOPMENT DISTRICT to operate in Lady Lake and enclave portions of The Villages, The Village in Fruitland Park and the future Village at Leesburg (described in Exhibit "A" attached hereto) to provide essential services to the citizens of this County; and

WHEREAS, the VILLAGES CENTER COMMUNITY DEVELOPMENT DISTRICT has indicated that it shall comply with all requirements of Part III, Chapter 401, Florida Statutes.

**Certificate of Public Convenience and Necessity
The Villages Community Development District**

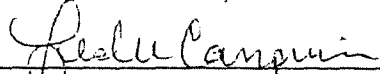
NOW THEREFORE, the Board of County Commissioners of Lake County hereby certifies that the public convenience and necessity will be served by the VILLAGES CENTER COMMUNITY DEVELOPMENT DISTRICT.

In issuing this Certificate, the Board of County Commissioners attests that recommendations of the three municipalities situated within this service area were considered.

This Certificate shall expire September 30, 2021.

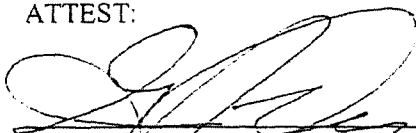
DONE AND RESOLVED by the Board of County Commissioners of Lake County, Florida, by and through its Chairman.

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA


LESLIE CAMPIONE, CHAIRMAN

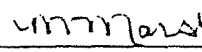
Dated this 29th day of August, 2019.

ATTEST:


GARY J. COONEY, CLERK TO THE
BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA



APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:


MELANIE MARSH
COUNTY ATTORNEY

Section 3

Sworn Statement

Instructions

Complete the Declaration of Applicant form.

Declaration of Applicant

Under penalties of perjury, I Edmund A. Cain declare that I have examined this application and to the best of my knowledge and belief, that all the information herein is true, correct and complete. I am aware that, in accordance with law, all license applications are public records and subject to public disclosure, which includes this application and all other documents and information filed therewith, and further, that I understand that I am obligated to conform with, and am subject to, all rules and regulations of the Marion County Code of Ordinances. I acknowledge that the County reserves the right to inspect my workplace and/or vehicles for compliance with County or State requirements

Signature: Edmund A. Cain

Printed Name: Edmund A. Cain

Date: 4-16-2021

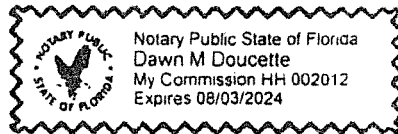
Company Name: Villages Public Safety

State of FL

County of Sumter

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 16 day of April, 2021, by Edmund A. Cain.

Stamp/Seal:



Personally Known

OR



Produced Identification

Type of Identification Produced:

Dawn M. Doucette
Notary Public (Print Name)

Dawn M. Doucette
Signature of Notary Public

Section 4

Other

Instructions

If applicant has any additional information for the Board, insert after the Section 4 title page.

INTERLOCAL BETWEEN

MARION COUNTY

AND

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT

THIS AGREEMENT dated this 17th day of January 2006 is between MARION COUNTY, a political subdivision of the State of Florida ("COUNTY"), and the VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose local government authorized under Chapter 190, Florida Statutes, hereinafter referred to as "VILLAGES".

WHEREAS, the parties presently maintain and operate emergency service departments, with firefighting, rescue and emergency medical equipment with associated personnel and;

WHEREAS, the parties hereto recognize and agree that it is desirable to enter into this Agreement for the mutual benefit of each party in times of emergency or disaster too great to be dealt with unassisted or in a situation in which a party may not be able to expeditiously respond due to commitments at the time of a particular incident or event and;

WHEREAS, this Agreement is for the benefit of the general public and is authorized by and entered into pursuant to Chapter 163, Florida Statutes, and other applicable law.

NOW THEREFORE, it is agreed by and between the parties hereto that each of the parties agree to assist the other pursuant to the following stipulations, provisions and conditions:

Section 1. Purpose and Intent of Agreement

The parties agree to provide automatic and/or mutual aid as identified in the Appendix for reported structure fires, fire alarms, medical emergencies, rescue scenarios, and brush fires. The parties agree to provide such reciprocal assistance on an automatic and/or mutual-aid basis based upon resource availability and location of the emergency. The parties further agree to provide for reciprocal aid and assistance by providing fire, rescue, emergency medical, hazardous material and other similar emergency services in the event of emergencies or disasters resulting from natural phenomena, accidents or otherwise when the disaster is too great to be handled without assistance. The intent of this arrangement is to provide the most efficient life and property saving services to the citizens protected by the respective parties. This Agreement is not intended and shall not be construed to in any way deprive a party of jurisdictional powers vested in said party, nor is it the intention of the parties to combine their individual departments into a single department or district providing the services encompassed by this Agreement.

Section 2. Procedures for Requesting

- (a) Response to all emergencies shall be by request except as identified in (c). A company officer or higher authority shall initiate the request through their respective dispatch center. It is also recognized that in the interest of public safety this request may need to be made based upon dispatch information.
- (b) Areas receiving mutual aid under this Agreement are identified in the Appendix of this Agreement.
- (c) Villages will be automatically dispatched to calls within the Villages of Marion by County fire-rescue dispatchers. County will provide radio alert pager with separate alert tone to Villages fire-rescue crew stationed within the Villages of Marion. Upon receiving initial call through E911 system, MCFR dispatcher will automatically and simultaneously alert Villages fire-rescue unit as well as MCFR unit by radio tone alert and radio voice alert to any call within the Villages of Marion.

Section 3. Duties and Level of Service.

- (a) No department, officer or employee of the parties to this Agreement shall perform any function or service not within the scope of the duties of such department, officer or employee in its respective primary jurisdiction.
- (b) The rendition of service, standards of performance, discipline of officers and employees, and all other matters incident to the performance of services by command personnel and the command and control of their personnel and equipment shall remain with each party to this Agreement.
- (c) Disputes or disagreements as to the level of service and/or standards of performance shall be reported by the complaining party to the Fire Chief of the party that provided the service or took the action from which the complaint arose.
- (d) The decision of the Fire Chief of each party shall be final and conclusive as to the geographical boundaries of response, the level of services rendered or standards of performance observed by the party's personnel.
- (e) The first arriving unit will establish command and control of all emergencies. This shall be accomplished on the requesting agency's designated radio channel. Once "command" has been established it shall not be relinquished until a higher-ranking officer from either agency arrives and formally assumes "command" of the incident. It shall also be the practice of establishing a "unified command" upon the arrival of a commanding officer from both agencies as outlined in the State of Florida Field Operations Guide.

It is further recognized that a "unified command system" provides for a higher level of efficiency and a safer working environment for all parties involved. In no situation will

"command" be taken from an "incident commander" unless due regard has been practiced.

Section 4. Employee Status.

Persons employed by a party to this Agreement in the performance of services and functions pursuant to this Agreement shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to the officers and employees of the other party to this Agreement.

Section 5. Liabilities and Responsibilities of Parties.

(a) No party hereto, its respective officers or employees, shall assume any liability for the acts, omissions or negligence of the other party, its officers or employees.

(b) All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, worker's compensation and other benefits which apply to the activity of officers or employees of a party when performing their respective functions within the territorial limits for their respective agencies shall also apply to the same degree and extent to the performance of such functions and duties extraterritorially when accomplished pursuant to this Agreement.

(c) Except as herein otherwise provided, all liability for injury to personnel and for loss or damage of equipment shall be borne by the party employing such personnel and owning such equipment.

(d) Both parties, when providing emergency medical services shall work under the direction of their respective agency's medical director and utilizing their respective BLS/ALS protocols.

Section 6. Compensation and Reimbursement Between Agencies.

(a) Each party agrees to furnish necessary equipment, resources, and facilities in order to render automatic and/or mutual aid services to the other party in accordance with the terms of this agreement. However, neither party shall be required to deplete its own equipment, resources, facilities, and services in furnishing such automatic and/or mutual aid services.

(b) Either agency furnishing any equipment pursuant to this agreement shall bear the costs for any loss or damage to such equipment and shall pay any expense incurred in the operations, maintenance and repair of that equipment.

(c) Either agency furnishing aid pursuant to this agreement shall compensate its employees during the time such aid is rendered and shall defray all associated employee cost while the employee is rendering aid.

(d) The requesting agency shall either replace, or provide reimbursement for, those nontraditional extraordinary services or consumable materials, which were used by the responding agency furnishing mutual aid services. This paragraph shall apply to items such as, but not limited to, firefighting foam, HAZMAT protective clothing, and absorbent materials.

(e) It shall be the responsibility of the agency furnishing aid hereunder to notify the requesting party of any items for which reimbursement or replacement is requested. This notification shall include information regarding quantity used, manufacturer's name, local supplier, and specific item(s) used.

Section 7. Term Of Agreement.

The term of this Agreement shall begin on the date of full execution of both parties. This Agreement shall remain in effect until terminated by mutual agreement in writing of both parties; provided, however, that either party may terminate this Agreement by giving at least thirty (30) days written notice to the other party.

Section 8. Implementation.

The agency Fire Chiefs have met and prepared an implementation plan identified in the Appendix of this agreement.

The agency Fire Chiefs may make mutually agreed upon operational changes as may be necessary from time-to-time to provide for service level improvements to citizens they serve.

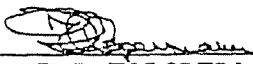
Section 9. Authorization.

Pursuant to this Interlocal Agreement, the County hereby authorizes the Villages to perform the duties and services required herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates as shown below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA


DAVID R. ELLSPERMANN, CLERK


JIM PAYTON, CHAIRMAN

DATE: January 17, 2006

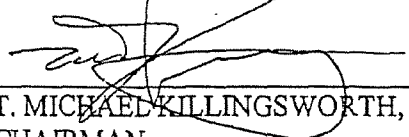
APPROVED AS TO FORM AND LEGALITY:


GORDON JOHNSTON, COUNTY ATTORNEY

ATTEST:

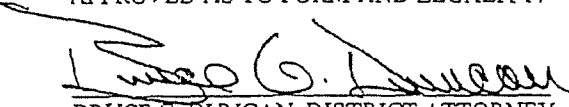
VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT


MICHAEL BERNING,
VICE CHAIRMAN


T. MICHAEL KILLINGSWORTH,
CHAIRMAN

DATE: _____

APPROVED AS TO FORM AND LEGALITY:


BRUCE G. DUNCAN, DISTRICT ATTORNEY

Marion County

Summary of Findings

Applicant Name
The Villages Public Safety Department

After review of the application and investigation of the applicant's competence, financial responsibility, and other relevant factors to the granting of a certificate of public convenience and necessity pursuant to Section 8, Marion County Ordinance 21-05, Marion County Fire Rescue provides the following findings:

Public Necessity

The Villages Public Safety Department has been operating within Marion County under the attached inter-local agreement since 2006. Under this agreement, the agency provides primary response within The Villages of Marion as well as secondary response to other areas within Marion County when requested by MCFR. There is a public necessity for this service. The services provided under this agreement are necessary to maintain current EMS capability within the service area and to meet the needs for providing timely service to the public. The continuation of this service will maintain the quality of service and level of care within the service area. The continuation of this service will have no effect on existing hospitals or health care facilities.

Sufficient Knowledge/Experience

Since 1999, The Villages Public Safety Department has provided advanced life support service to the community—located in Sumter, Lake and Marion Counties. The department has grown from a single station staffed with nine firefighters and a fire chief to nine fire stations staffed by 156 uniformed personnel.

Sufficient Revenue Base, Personnel and Equipment

With an original license issued by the State 10/1/1999, the agency continues to renew every two years and their current license expires 9/30/2021. The agency holds current a current COPCN in both Sumter County and Lake County. The continued licensure by the State and issuance of COPCN by Sumter County and Lake County demonstrates that the agency continues to meet these requirements.

Sufficient Vehicles

For purposes of responding into Marion County under the auspices of the inter-local agreement, The Villages Public Safety Department has sufficient apparatus. In general, Attack 42 is used for primary response to emergency medical incidents within The Villages of Marion County. The department operates six engines, three aerials, one squad, four rescues and two attack units. These are sufficient for providing assistance to Marion County within the scope of the inter-local agreement.

Meets Requirements of Florida Administrative Code

As referenced above, the agency continues to receive renewal of their advanced life support non-transport license with the State. Also, there is no record of any discipline on file with the State in reference to this agency.

Certificates of Insurance

Holding a current advanced life support non-transport license with the State demonstrates that the agency has met the insurance levels as required by Florida Administrative Code and Florida Statute.



**EMERGENCY MEDICAL SERVICES – ADVANCED LIFE SUPPORT
(LEVEL III – ALS Non-Transport)
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

WHEREAS, The Villages Public Safety Department desires to provide quality emergency Advanced Life Support – Non-Transport medical services to the citizens of Marion County; and

WHEREAS, it has been demonstrated there is a need for this Advanced Life Support – Non-Transport service to operate in this County to provide essential services to the citizens of Marion County; and

WHEREAS, the above The Villages Public Safety Department has indicated that it will comply with all requirements of the Florida Emergency and Non-Emergency Medical Services Act;

NOW, THEREFORE, the Board of County Commissioners of Marion County hereby issues a Certificate of Public Convenience and Necessity for Advanced Life Support – Non-Transport to The Villages Public Safety Department. In issuing this Certificate, it is understood that the above named The Villages Public Safety Department will meet the requirements of Florida Statutes and applicable rules and regulations and provide Advanced Life Support – Non-Transport services as needed for the following area:

PRIMARY AREA: The Villages of Marion County

TERM: Six Years
05/18/2021 through 05/17/2027

ATTEST:

Gregory C. Harrell, Clerk

SECONDARY AREA: Marion County

MARION COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: _____
Jeff Gold, Chairman

DATED: _____

**CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
ADVANCED LIFE SUPPORT – NON-TRANSPORT (LEVEL III)
THE VILLAGES PUBLIC SAFETY DEPARTMENT
MODIFIED OPERATIONAL RESTRICTIONS**

In accordance with the Certificate of Public Convenience and Necessity (COPCN) Advanced Life Support – Non-Transport (Level III) approved on May 18, 2021, The Villages Public Safety Department has indicated that it will comply with all requirements of the Florida Emergency and Non-Emergency Medical Services Act and the restrictions specified below as set for by the Marion County Board of County Commissioners.

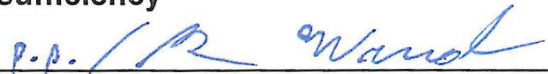
The following restrictions are placed upon The Villages Public Safety Department Level III – Advanced Life Support – Non-Transport COPCN as approved during the May 18, 2021, Board of County Commissioners regularly scheduled meeting:

1. The Villages Public Safety Department shall be authorized to respond to incidents within Marion County, including its municipalities, only as authorized by the current Interlocal agreement between Marion County and Village Center Community Development District.
2. The Villages Public Safety Department shall be authorized to respond to incidents not covered within the Interlocal agreement, when requested to do so by Marion County Fire Rescue.
3. In the event of a state of emergency declared by the county administrator, state, or federal officials, these restrictions may be suspended as requested by Marion County Fire Rescue.

Attest

By: _____
Gregory C. Harrell, Clerk

**Approval as to form and legal
sufficiency**



County Attorney

**Marion County Board of County
Commissioners, a political subdivision
of the State of Florida**

By: _____
Name: Jeff Gold
Title: Chairman



**EMERGENCY MEDICAL SERVICES – ADVANCED LIFE SUPPORT
(LEVEL III – ALS Non-Transport)
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

WHEREAS, The Villages Public Safety Department desires to provide quality emergency Advanced Life Support – Non-Transport medical services to the citizens of Marion County; and

WHEREAS, it has been demonstrated there is a need for this Advanced Life Support – Non-Transport service to operate in this County to provide essential services to the citizens of Marion County; and

WHEREAS, the above The Villages Public Safety Department has indicated that it will comply with all requirements of the Florida Emergency and Non-Emergency Medical Services Act;

NOW, THEREFORE, the Board of County Commissioners of Marion County hereby issues a Certificate of Public Convenience and Necessity for Advanced Life Support – Non-Transport to The Villages Public Safety Department. In issuing this Certificate, it is understood that the above named The Villages Public Safety Department will meet the requirements of Florida Statutes and applicable rules and regulations and provide Advanced Life Support – Non-Transport services as needed for the following area:

PRIMARY AREA: The Villages of Marion County

TERM: Six Years
05/18/2021 through 05/17/2027

ATTEST:

Gregory C. Harrell, Clerk

SECONDARY AREA: Marion County

MARION COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: _____
Jeff Gold, Chairman

DATED: _____

**CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
ADVANCED LIFE SUPPORT – NON-TRANSPORT (LEVEL III)
THE VILLAGES PUBLIC SAFETY DEPARTMENT
MODIFIED OPERATIONAL RESTRICTIONS**

In accordance with the Certificate of Public Convenience and Necessity (COPCN) Advanced Life Support – Non-Transport (Level III) approved on May 18, 2021, The Villages Public Safety Department has indicated that it will comply with all requirements of the Florida Emergency and Non-Emergency Medical Services Act and the restrictions specified below as set for by the Marion County Board of County Commissioners.

The following restrictions are placed upon The Villages Public Safety Department Level III – Advanced Life Support – Non-Transport COPCN as approved during the May 18, 2021, Board of County Commissioners regularly scheduled meeting:

1. The Villages Public Safety Department shall be authorized to respond to incidents within Marion County, including its municipalities, only as authorized by the current Interlocal agreement between Marion County and Village Center Community Development District.
2. The Villages Public Safety Department shall be authorized to respond to incidents not covered within the Interlocal agreement, when requested to do so by Marion County Fire Rescue.
3. In the event of a state of emergency declared by the county administrator, state, or federal officials, these restrictions may be suspended as requested by Marion County Fire Rescue.

Attest

By: _____
Gregory C. Harrell, Clerk

**Approval as to form and legal
sufficiency**

p.p. / R Ward
County Attorney

**Marion County Board of County
Commissioners, a political subdivision
of the State of Florida**

By: _____
Name: Jeff Gold
Title: Chairman