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VOLUNTEER FIRE DEPARTMENT RECOGNITION AGREEMENT

WHEREAS, on March 31, 1988, LEON COUNTY and the CITY OF TALLAHASSEE entered into a Fire Services Agreement providing for fire protection/prevention services in the unincorporated areas of Leon County; and

WHEREAS, the Fire Services Agreement recognizes the importance of and the contributions made by volunteer fire departments in the unincorporated areas of Leon County; and

WHEREAS, the Fire Services Agreement calls for the CITY to make a good faith effort to establish mutual aid agreements with volunteer fire departments approved by LEON COUNTY; and

WHEREAS, LEON COUNTY desires to formalize its volunteer fire department recognition procedures;

NOW, THEREFORE, LEON COUNTY does hereby establish the following procedures to be utilized in recognizing volunteer fire departments within the unincorporated areas of Leon County:

1. To be recognized, a Volunteer Fire Department (VFD) shall be incorporated as a non-profit corporation in the State of Florida and maintain that status pursuant to the requirements of the Division of Corporations, Florida Department of State and other applicable state law. The VFD shall have a governing body, designated officers, and a board of directors. Upon recognition by the Board of County Commissioners of Leon County, the VFD shall be authorized to act in accordance with the terms of the Mutual Aid Agreement between the VFD and the Tallahassee Fire Department (TFD), and the terms of this Agreement.

2. Prior to recognition, the VFD shall have provided LEON COUNTY with copies of its Articles of Incorporation, corporate by-laws, organizational chart and all operational procedures.

3. The VFD's corporate by-laws and operational procedures shall meet or exceed certain minimum standards as promulgated and/or modified by the Board of County Commissioners of Leon County. The Minimum Standards as Promulgated by the Board of County Commissioners of Leon County are incorporated herein by reference.

4. The VFD shall require each individual member to abide by the letter and the intent of this Instrument. It shall be the responsibility of the VFD to ensure compliance of its members with this Instrument.

5. Prior to recognition by LEON COUNTY, a map depicting a proposed response area for the VFD shall be prepared by the VFD and approved by the Board of County Commissioners of LEON COUNTY. After authorization by LEON COUNTY, the VFD shall operate only in its designated response area, unless requested by the Tallahassee Fire Department to provide assistance in another response area or unless the VFD receives a request from a Fire Department outside LEON COUNTY, pursuant to a Mutual Aid Agreement with that other Department.

6. The VFD shall make available all records and reports of the Department for inspection by the County at reasonable times. The VFD shall provide, if so requested by LEON COUNTY, all information and reports within a reasonable period of time.

7. The citizens of Leon County are providing funding to support the fire services provided in the unincorporated areas. In addition, LEON COUNTY is aware the VFD may require additional funds to continue its extraordinary volunteer efforts and operations. The VFD shall adhere to guidelines regarding fund raising as promulgated by LEON COUNTY. Failure to follow established procedures in this regard may result in the County discontinuing its authorization of the VFD.

8. The responsibility which volunteer firefighters assume includes a serious commitment to protect the citizens and property of Leon County. The operating procedures of the VFD shall insure that the volunteer's duties and responsibilities are exercised in a competent and professional manner and shall include disciplinary procedures to address inappropriate conduct. Failure to correct such inappropriate conduct may result in the department's loss of recognition by LEON COUNTY.

9. LEON COUNTY's recognition of the VFD entitles the VFD to receive the insurance benefits referenced in paragraph 10 below as long as the VFD remains a member of the Leon County Volunteer Fire Services Joint Venture Agreement. Other assistance including but not limited to LEON COUNTY's assistance in obtaining surplus vehicles and equipment may also be provided.

10. LEON COUNTY may provide general liability insurance coverage for the authorized VFD's fire house and certain vehicles by procuring insurance coverage for the Leon County Volunteer Fire

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Services Joint Venture Agreement members. Membership in the Leon County Volunteer Fire Services Joint Venture Agreement will be necessary to receive insurance benefits. Prior to recognition, the VFD shall have provided the necessary information to the County in order to enable the County to assess insurance needs. Pursuant to the provision of insurance under this agreement, LEON COUNTY shall in no way be responsible or liable for any maintenance of VFD apparatus or equipment.

11. Prior to recognition by the Board of County Commissioners of LEON COUNTY, the VFD shall have established a Mutual Aid Agreement with the CITY OF TALLAHASSEE. As a condition of continued authorization by LEON COUNTY, the VFD shall maintain a Mutual Aid Agreement with the Tallahassee Fire Department. The VFD agrees to abide by all terms and conditions of such agreement.

12. Withdrawal of authorization of the VFD by LEON COUNTY will result in the immediate suspension of coverage under any and all insurance policies which may then be in effect, to the extent of coverage provided by premiums paid by LEON COUNTY. Withdrawal of recognition will also result in the immediate disqualification of such VFD as an entity with authority to respond to any emergency in Leon County.

13. Pursuant to the Mutual Aid Agreement entered into by the Tallahassee Fire Department and the VFD, the VFD must acquire vehicle and liability insurance. As a consequence of recognition of the VFD, LEON COUNTY will provide financial assistance to the VFD in acquiring or retaining such coverage. Financial assistance

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may be limited by the County to the payment of a sum to be used for the partial payment of the insurance premiums.

14. Pursuant to the Fire Services Agreement, Workers Compensation coverage will be provided by the CITY OF TALLAHASSEE for Volunteer Firefighters on the active roster of a VFD which has signed a Mutual Aid Agreement. Coverage will be provided to Volunteer Firefighters at the same level as provided to the City of Tallahassee personnel. No coverage will be provided for actions in violation of procedures as outlined in the Mutual Aid Agreement.

15. The County, its officers and employees shall not be deemed to assume any liability for the intentional or negligent acts or omissions of the VFD, or any officer, agent or employee thereof, and said VFD agrees to hold harmless, indemnify and defend LEON COUNTY, its officers and employees from any and all claims for damages arising therefrom.

16. It is understood and agreed that nothing herein contained is intended, or should be construed as creating or establishing the relationship of agency, partners or employment between the parties hereto, or as constituting either party as the agent or representative of the other for any purpose. The VFD is not authorized to bind LEON COUNTY to any contracts or other obligations, and shall not expressly or impliedly represent to any party that the VFD and LEON COUNTY are partners or that the VFD is the agent or representative of LEON COUNTY.

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VOLUNTEER FIRE DEPARTMENT

BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA

BY: Jim Mark Bales  
President, Volunteer Fire  
Department

BY: Margerie Turnbull  
Chairman  
margerie turnbull

Attest  
Clerk of Court

BY: Sam Hurst  
Sam Hurst, Deputy Clerk

APPROVED AS TO FORM  
LEON COUNTY ATTORNEY'S OFFICE  
Leon County, Florida

By: Julie E. Frazier