Agenda Administrative Operations Committee October 13, 2016 801 Sycolin Road

1930 Hours

- 1. Call to Order
 - a. Approval minutes of 9/8/16 meeting (attached)
- 2. Update on Key Issues
 - a. Update on Executive Committee activity (AC Tobia)
- 3. Subcommittee Reports
 - a. Budget Subcommittee Update (Dave Short)
 - i. Follow-up to approved FY 17 Funding allocations
- 4. Discussion Topics
 - a. Draft SWP on Written Communications (previously distributed)
 - b. Procedures for Segregation of Funding Sources in Company Budgets (see attached)
 - c. November/December Holiday Meeting Schedule
- 5. Action Items
 - a. Draft SWP on Written Communications
- 6. Information Sharing Across Volunteer Committees and from DFREM
 - a. R&R Committee
 - b. DFREM (Chief Tobia)
 - c. Fire Operations Committee
 - d. EMS Operations Committee
- 7. New Business
- 8. Announcements
- 9. Adjourn

n.b.: If you are sending a representative to the meeting and intend to have that individual vote on your behalf our By-laws require written authorization from you to the chair. Authorizations already on file for regular meeting attendees previously designed do not require re-authorization.

Administrative Operations Committee Minutes

September 8, 2016

The September meeting of the Administrative Operations Committee was held on Thursday, September 8, 2016 in the DTCI Large Conference Room at 801 Sycolin Road. Chairman Quin presided and called the meeting to order at 1935 hours. The following were in attendance:

Co. 1	Mark Arend
Co. 2	Brad Quin
Co. 4	Ted Spara
Co. 5	Absent
Co. 6	Jimmy Olevson/Don Graham
Co. 7	Bernie Boteler
Co. 8	Eric Shank
Co. 9	Excused
Co. 10	Bob Akers
Co. 11	Andy Gode
Co. 12	Excused
Co. 13	Jim Cromer
Co. 14	Aaron Kahn
Co. 15	Jen Ferguson
Co. 17	Jamil Scott
LCFR:	AC Matt Tobia

Minutes

Motion:	A motion was made by Aaron Kahn to approve the August 11, 2016 minutes.
	The motion was seconded by Bernie Boteler.
Vote:	Approved with a vote of 11-0-0-3 (Jen Ferguson was not present when the vote occurred).

Update of Key Issues:

<u>Executive Committee Update</u>: Chief Tobia stated that CAD will go live on September 13th and advised that a plethora of information will be forthcoming to include the cutover plan, guides on utilization of mobile CAD and the new status mechanism. Chief Tobia reminded all that a helpdesk will be available. Chief Tobia requested that information be forwarded to members.

Chief Tobia shared that the Executive Committee retired several FRG's that are no longer in use. In addition, Chief Tobia stated that the EC passed the Initial Fireground Operations SWP and referred the Draft SWP Written Communication back to the SWP Ad-Hoc Committee.

Chief Tobia stated that the RFP for OMD should be awarded by October 1st. At this time, Dr. Morgan is working full time.

Administrative Operations Committee Minutes September 8, 2016 Page **2** of **4**

Chief Tobia relayed that the draft SWP Social Media and Use of Personal Electronic Devices was passed by the AOC and the EMSOC, however, the FOC has some on-going concerns. Chief Tobia advised that a meeting has been scheduled to try and resolve those concerns brought forward by the FOC. Chief Tobia hopes the SWP will return to the EC in September.

Subcommittee Reports:

<u>Cost Benefit Sub-Committee:</u> Aaron Kahn reported that a meeting with himself, Brad Quin, Chief Brower and Chief Tobia occurred with the Loudoun County Budget Office and they are in support of the idea. Further, Aaron stated that they would like to do an encompassing study on the value of the volunteer system. Aaron reported that the goal is to have the study finished by January, 2017 so the Board can take it into an account for budget discussions.

Budget Sub-committee:

Chairman Quin advised that the Budget Sub-committee has done tremendous work and offered a public thank you to all members on the committee.

Dave Short reminded the AOC that in May, a draft set of approved numbers was provided to the EC for the County for purposes of cutting the first quarter checks. Dave stated that discussion ensued on how to prove those numbers. Dave advised that Middleburg was taken out of the equation. In sum, we are looking at improved numbers tonight (known as the second original estimate).

Dave provided a chart that revealed income, expenses and funding gap which is the core product of the algorithm. Dave shared that we need 6.8 million dollars to fund the County at 100%. Dave stated the County is giving \$6.315 million so the gap is \$498,000. Dave proceeded to explain to the AOC why there was an increase in the gap (\$85,000 error plus an increase in expenses by 2% across the board). Further, the minimum funding floor was examined and explained.

Dave stated that the AOC has three options for consideration. Dave advised that the committee recommends the 31% solution. Chair Quin stated the 31% solution more equally distributes the money provided by the County and it equably distributes the funds made available through EMS Billing with the acknowledgement that the bulk of the money should be used as the companies see fit. Aaron Kahn concurred and stated that the 31% is the fairest and most reasonable system wide.

Best practices for accounting were discussed.

Discussion Topics

Draft SWP Backing Procedures for Apparatus and Draft SWP Use of Seatbelts

Chief Tobia shared that these policies are straightforward and allow for standardization across the system. Both are significant safety related issues and have been brought forward by the SWP Ad-Hoc Committee.

Administrative Operations Committee Minutes September 8, 2016 Page **3** of **4**

Draft SWP Backing Procedures for Apparatus

Discussion ensued with regard to General Procedures and "shall" versus "will".

Draft SWP Use of Seatbelts

No comments or discussion provided.

Action Item/New Business:

Draft SWP Backing Procedures for Apparatus

Chair Quin entertained a motion to accept the Draft SWP Backing Procedures for Apparatus, as written. Moved by Aaron Kahn. The motion was seconded by Bob Akers. The motion passes with one abstention.

Draft SWP Use of Seatbelts

Chair Quin entertained a motion to accept the Draft SWP Use of Seatbelts, as written. Moved by Aaron Kahn. The motion was seconded by Andy Gode. The motion passed with one abstention.

Budget Subcommittee recommendation on final FY17 Funding Allocation

Chair Quin moved that the AOC endorse the Finance Sub-Committee's proposal to establish a final allocation of county funding for the remaining three quarters of fiscal year 2016-2017 whereas:

- Revenue from EMS Billing is counted as income in proportion to the existing system wide funding gap, 31%.
- The remainder of EMS Billing revenue is for companies to use as they see fit.
- All expenses related to the reminder of the EMS Billing be tracked and accounted for outside the normal funding allocation process.
- That all companies provide a full and separate accounting of all EMS Billing revenue to the AOC as part of the FY17-18 funding process through a mechanism to be determined.

Chair Quin further moved that the Budget Sub-Committee continue to assess and develop mechanisms to ensure transparency and accountability in the utilization of county taxpayer monies.

Motion made by Andy Gode. Motion seconded by Brad Quin.

The motion passes with a vote of 12-1-0-3, with Company 15 opposed.

Chair Quin thanked Dave Short and advised the recommendation will move forward to the EC.

Information Sharing Across Volunteer Councils and Committees

Recruitment and Retention Committee- The August minutes were attached in the AOC packet for review.

LCFR- Chief Tobia stated there will be a special informational broadcast on September 11th. Chief Tobia stated a ceremony will be held in Purcellville as well. Chief Tobia asked for all to share any commemorative events.

The QA/QI manage position is currently advertised.

The EMS Program Manager is soon to be filled at the Academy. Additional enhancements for training staff will occur in the future.

FOC-Nothing to report

EMSOC- Nothing to report

Announcements-

Loudoun Volunteer Coverage Facebook page does exist for everyone's information. Please encourage others to join the closed group.

Adjournment

There being no further business to discuss, the meeting was adjourned at 2036 hours.

The next Administrative Operations Committee meeting will be held on Thursday, October 13, 2016 at 1930 hours at 801 Sycolin Road, DTCI Large Conference Room.

Respectfully submitted:

Christine Langley-Obaugh, M.Ed., CVA Executive Liaison

LC-CFRS EXECUTIVE COMMITTEE ACTION ITEM

4 a

SUBJECT:	SWP 101.2 Written Communications
PRIMARY SERVICE AREA:	System-Wide
SYSTEM CONTACT:	Matthew Tobia, Assistant Chief, LC-CFRS
PURPOSE:	To adopt DRAFT SWP 101.2 Written Communications.

RECOMMENDATION: Staff recommends that the Executive Committee of the LC-CFRS adopt SWP 101.2 Written Communications, as attached.

BACKGROUND: SWP 101.2 has been reviewed and revised by the System-Wide Policy Ad Hoc Committee; it supersedes and replaces FRG Admin 1.2. The revisions ensure that the policy's scope is consistent with other approved SWPs and adopts standardized templates for System-Wide Informational Bulletins and General Orders. This SWP also codifies the use of Loudoun County email as the System's means of disseminating policies, procedures, etc.

ISSUES: During the August 2016 Executive Committee Meeting, this item was tabled to return to the SWP Ad-Hoc Committee for further review and development of a memorandum template.

FISCAL IMPACT: None

DRAFT MOTIONS: I move that the Executive Committee adopt DRAFT SWP 101.2 Written Communications, as attached.

-OR-

I move that the Executive Committee of the LC-CFRS send DRAFT SWP 101.2 Written Communications to the EMS Operations Committee, Fire Operations Committee, and the Administrative Operations Committee for review and approval. Further, I move that the Executive Committee ask that a recommendation be brought back to the Executive Committee for consideration at the October 2016 meeting.

-OR-

I move an alternative motion.

ATTACHMENTS: SWP 101.2 Written Communications i. Informational Bulletin Template Item: 4a September 27, 2016 Page 2

- ii.
- General Order Template Memorandum Template iii.

4 a

LOUDOUN COUNTY COMBINED FIRE AND RESCUE SYSTEM SYSTEM-WIDE PROCEDURE (SWP)

TITLE	Written Communications
SECTION	Administration
SWP#	101.2
ISSUED	
REVISED	
APPROVED	System Chief
l	

This SWP supersedes and replaces FRG Administration 1.2.

PURPOSE

To describe the System's means of written communications.

SCOPE

This policy applies to all Members of the Loudoun County Combined Fire and Rescue System (LC-CFRS).

DEFINITIONS

Member – Any individual who has been duly affiliated with any firefighting or EMS organization recognized by the Board of Supervisors under Chapter 258 of the Codified Ordinances of Loudoun County, including Loudoun County Fire and Rescue.

Operational Volunteer Member – A volunteer in the LC-CFRS who is authorized to perform essential fire suppression, rescue, and/or EMS duties as a member in good standing of a fire and/or rescue company recognized under Chapter 258 of the Codified Ordinances of Loudoun County. Administrative members who provide support services are excluded.

POLICY

 Members will use and adhere to the following types of written communications: Loudoun County Email, Memorandums, System-Wide Informational Bulletins, Health and Safety Bulletins, System-Wide General Orders, Operational Medical Policies and Protocols, and System-Wide Procedures.

Subject: Written Communications SWP: 101.2

Page 1 of 4 Issued: Formatted: Indent: Left: 0", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

<u>1. Members should submit suggestions for policies/procedures through the appropriate chain-</u>	
of-command to the Executive Committee. Draft language should accompany any	
recommendation.	
Members are responsible for reviewing new and revised policies and procedures as they are sissued.	Formatted: Indent: Left: 0", Numbered + Level: 1 + Numbering Style: 1, 2, 3, + Start at: 1 + Alignment: Left Aligned at: 0.25" + Indent at: 0.5", Don't keep with next
a. Loudoun County Email will be used to distribute new and revised System-Wide Informational Bulletins, Health and Safety Bulletins, System-Wide General Orders,	Formatted: Indent: Left: 0.13"
Operational Medical Policies and Protocols, and System-Wide Procedures.	
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 Deviation from the content of System-Wide General Orders, Operational Medical Policies and Protocols, System-Wide Procedures or other written directives may result in disciplinary action up to and including dismissal from the System or termination, in accordance with applicable policies and procedures. Individual departments/agencies within the LC-CFRS are permitted to maintain policies and procedures specific to their members and/or employees so long as they do not conflict with or supersede System-Wide policies and/or procedures. 	Formatted: Normal, No bullets or numbering, Don't keep with next
ROCEDURE <u>Authority/Administrators</u> . Members should submit suggestions for new or revised policies/procedures or other	
<u>communications through the appropriate chain-of-command to the Executive Committee.</u>	
Draft language should accompany any recommendation.	
. Pursuant to Chapter 258 of the Codified Ordinances of Loudoun County, the authority to	
establish, implement, veto, and enforce System-Wide Procedures (SWPs) rests with the	
Chief of System (System Chief).	
 Generally, SWPs will be reviewed by the Executive Committee prior to approval by the Chief of System. 	Formatted: Default, Indent: Left: 0.25", Space After: 1. pt, Widow/Orphan control
2. As appropriate, SWPs will be approved at the discretion of the System Chief. SWPs will be considered for submission to the System Chief by the Executive Committee. SSystem stakeholders, System governance-sub-committees and County agencies may -provide recommendations and review of SWPs prior to consideration by the Executive Committee, as appropriate.	
3. SWPs will be reviewed for compliance with Emergency Medical Services delivery by the	
System's Operational Medical Director (OMD) prior to dissemination.	
The Chief of System has delegated the authority to administer certain documents to other Members of the System.	

- <u>1. Any Member canmay develop and sendinitiate a Memorandum for official</u> <u>communication up or down the chain-of-command.</u>
- 2. Informational Bulletins will be approved and signed by the Chief of System, any LCFR Assistant or Deputy Chief, or a member of the Executive Committee.
- 3. Health and Safety Bulletins will be developed, approved, and disseminated through the LCFR Office of Health and Safety.
- 4. System-Wide General Orders will be approved and signed by the Chief of System or an LCFR Assistant Chief.
- D. OMPPs mustwill be approved by the Operational Medical DirectorOMD or designee. OMPPs are not subject to approval by the Executive Committee of the Loudoun County-Combined Fire Rescue System (LC-CRS) or Loudoun County Fire and Rescue.

HIL Loudoun County Email

- A.- Loudoun County Email will be used to distribute System-Wide Informational Bulletins, System-Wide General Orders, and System-Wide Procedures.
- B. Emailed directives, requests for action, etc. from supervisors and/or superior officers are considered binding and Members will respond/react accordingly.
- C. At a minimum, LCFR employees and Operational Volunteer Members will check email once per shift. Administrative members will check email weekly.

HII. Memorandum

- A. Memorandums may be used to disseminate directives, -advisoryies, and/or informative matter or request action by another Member(s) of the System.
- B. Memorandums that include directives, requests for action, etc. from supervisors and/or superior officers are considered binding and Members will respond/react accordingly.
- C.<u>A.</u><u>Any Member can initiate a Memorandum for official communication up or down the chain of command.</u>

HI-IV. System-Wide Informational Bulletins (IBs)

- A. IBs are used to disseminate information of interest.
- B. IBs are numbered sequentially, with the IB name, followed by the year, a dash, and the number (e.g., LC-CFRS Informational Bulletin 2016-001).
- C. System-Wide IBs will be posted and maintained on the appropriate network drive.

HV-V. Health and Safety Bulletins (HSBs)

A. HSBs are used by the Office of Health and Safety to disseminate information regarding close calls, lessons learned, health and wellness, etc.

- B. HSBs are numbered sequentially, with the HSB name, followed by the year, a dash, and the number (e.g., HSB Example 2015-001).
- C. HSBs will be posted and maintained on the appropriate network drive.

₩.VI. System-Wide General Orders (GOs)

- A. A System-Wide GO is a directive that orders one or more persons, either by name or by class/group, to take a specific action or series of actions.
- B. A GO will be in effect for a defined time-frame, with a specific beginning and ending date, unless otherwise specified on the published order.
- C. GOs are numbered sequentially, with the GO name, followed by the year, a dash, and the number (e.g., LC-CFRS General Order 2016-001).
- D. System-Wide GOs will be posted and maintained on the appropriate network drive.

VI. Operational Medical Policies and Protocols (OMPPs)

- A. OMPPs describe policies, procedures, and protocols for emergency medical care.
- B.<u>A.</u><u>OMPPs must be approved by the Operational Medical Director or designee.</u> OMPPs are not subject to approval by the Executive Committee of the Loudoun County-Combined Fire Rescue System (LC-CRS) or Loudoun County Fire and Rescue.
- **<u>C.B.</u>** Copies of OMPPs will be posted on the Department's website.
- **D-C.** Station Commanders/Worksite Supervisors/Company Chiefs will ensure that a current copy of OMPPs is maintained on each EMS licensed vehicle.

VII.VIII. System-Wide Procedures (SWPs)

- A. SWPs establish processes and policies for all Members and are binding on Members identified in the scope of each SWP.
- B.<u>A. SWPs will be approved at the discretion of the System Chief. SWPs will be considered</u> for submission to the System Chief by the Executive Committee. Stakeholders, System governance sub-committees and County agencies may provide recommendations and review prior to consideration by the Executive Committee, as appropriate.
- <u>G.B.</u> SWPs are numbered and organized by topic.
- **D.**<u>C.</u> Approved SWPs will <u>be be disseminated to all personnel via email, with a copy posted and maintained on the appropriate network drive.</u>

Approved for compliance with Emergency Medical Services delivery

John I. Morgan, M.D., LC-CFRS Operational Medical Director

Subject: Written Communications SWP: 101.2

Page 4 of 4 Issued:



LOUDOUN COUNTY COMBINED FIRE AND RESCUE SYSTEM GENERAL ORDER (GO)

1757	
TITLE	
GO #	
ISSUED	
EXPIRES	
APPROVED	System Chief
APPROVED	W. Keith Brower, Jr.

PURPOSE



PROCEDURE

Calibri, 12 point, single spaced

	LOUDOUN COUNTY COMBINED FIRE AND RESCUE SYSTEM INFORMATIONAL BULLETIN (IB)
TITLE	
IB #	
ISSUED	
APPROVED	System Chief

Calibri, 12 point, single spaced

DRAFT

Loudoun County Combined Fire and Rescue System (LC-CFRS)



PO Box 7100 801 Sycolin Road SE, Suite 200 Leesburg, VA 20177-7100 Phone 703-777-0333 Fax 703-771-5359

MEMORANDUM

TO:

FROM:

THROUGH:

SUBJECT:

DATE:

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CC:

VOLUNTEER BLS TRANSPORT GRANT AGREEMENT

86-THIS GRANT AGREEMENT ("Agreement"), made this day of SEPTEMBER, 2010, by and between ANNE ARUNDEL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (the "County"), and Orchard Beach Volunteer Fire Department, Incorporated (the "Grantee").

WHEREAS, the County Executive of Anne Arundel County, Maryland, may make awards to certain activities undertaken by non-profit organizations in the County to benefit its citizens; and

WHEREAS, the Grantee serves the needs of citizens of the County; and

WHEREAS, the County finds it desirable to assist in financing the operations of the Grantee; and

WHEREAS, the County finds it desirable to make a Grant to the Grantee as set forth herein; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the Grantee arising from the acceptance of the Grant.

NOW, THEREFORE, WITNESSETH, That for and in consideration of the mutual promises and covenants set forth in this Agreement, the parties do hereby agree as follows:

1. The Grant.

Effective April 1, 2009, the County hereby grants to the Grantee sums a. calculated as follows, as agreed to by the County Fire Chief and the Anne Arundel County Volunteer Firefighters Association:

for each transport for which one person staffing a unit assigned to i. Grantee's station is a volunteer, who is in the County's Volunteer Certification Database and who is certified to provide emergency medical services, 20 % of the medical transport fee that is collected for or by the County; and

ii. for each transport for which more than one person staffing a unit assigned to Grantee's station are volunteers, who are in the County's Volunteer Certification Database and who are certified to provide emergency medical services, 50 % of the medical transport fee that is collected for or by the County.

b. All sums payable hereunder as part of the Grant are subject to appropriation and availability of funds.

c. This Grant Agreement is conditioned upon the Grantee being a party to a valid Reciprocity Agreement with the County, and no funds will be paid under this Grant Agreement for any transports that occur when a valid Reciprocity Agreement between the Grantee and the County is not in effect.

2. <u>Purpose of the Grant</u>.

a. The purpose of the Grant is to provide funding to the Grantee for the following expenses related to firefighting or emergency medical services operations: apparatus, equipment, maintenance and repair of operational areas of real property, public education, and any other use approved in advance and in writing by the Fire Chief.

b. No part of the Grant shall be used by the Grantee for any expense not related to firefighting and emergency medical services operations.

c. No part of the Grant shall be used by the Grantee for lobbying or for any other activity that would result in tax liability of the Grantee.

3. <u>Term</u>. The term of this Agreement shall be for the one year beginning July 1, 2010, through June 30, 2011 (the "Initial Term"). The term of this Agreement shall renew for additional one year periods ("Subsequent Terms"), subject to availability and appropriation of funds, unless the Grantee advises the County at least sixty (60) days prior to the end of the then current term that the Grantee no longer wishes to participate in this Agreement or unless this Agreement is otherwise terminated as set forth herein.

4. <u>Recordkeeping/Audits</u>. The Grant funds shall be maintained in a separate account and audited the same as other funds of the Volunteer Company. Using generally accepted

accounting principles, the Grantee shall maintain complete and accurate books and records of its use of the Grant funds, and shall make these books and records related to use of the Grant funds available upon reasonable notice for inspection and copying by County representatives. The books and records shall be kept and maintained for at least three years after the last payment under this Agreement. The Grantee agrees that the County Controller and the County Auditor, individually or together, may audit the books and records of the Grantee related to the Grant funds, except that the Grantee shall not be subjected to more than one audit of its books and records in any twelve month period.

5. <u>Report</u>. By July 31 following the expiration of each term of this Agreement during which Grant funds were distributed to the Grantee, the Grantee shall file with the Grant Administrator a detailed annual report covering the prior term of the Grant, describing its use of the Grant funds, and including an itemized accounting of the expenditures or intended expenditures by the Grantee of the Grant and shall include with this accounting a statement signed by the Chief Financial Officer of the Grantee, or his or her designee, certified under the penalties of perjury, that the expenditure of the Grant was consistent with the purposes set forth in paragraph 2 of this Agreement.

6. <u>Conflict of Interest Policies</u>. The Grantee agrees to maintain in full force and effect written policies and procedures prohibiting conflicts of interest of its officers and board members in the activities of the Grantee and restrictions of interested director transactions. The Grantee further agrees to maintain in full force and effect written policies and procedures prohibiting any financial or business transactions between the Grantee's officers and directors and the Grantee. Within ninety (90) days of the execution of this Agreement, the Grantee shall provide the County with copies of the policies and procedures and of any amendments to the policies and procedures as they are made and shall give the County an opportunity to comment thereon.

7. <u>Termination</u>. This Agreement may be terminated by either party after giving sixty (60) days written notice to the other party. If the Grantee shall fail to fulfill in a timely and

proper manner its obligations under this Agreement, or if the Grantee shall violate any terms of this Agreement, within in the sole discretion of the County, the County may immediately terminate this Agreement by giving written notice to the Grantee. Within thirty (30) days of termination, the Grantee shall comply with its obligations under paragraphs 4, 5, and 8 of this Agreement.

8. <u>Distribution of Assets Upon Expiration, Termination or Dissolution</u>. If, at the time of either the expiration of the term of this Agreement, the termination of this Agreement, or the dissolution of the Grantee, the Grantee has on hand any County funds not committed for purchase of goods or services, then those funds shall be returned to and transferred to the County within thirty days of the said expiration, termination or dissolution.

9. <u>Confidentiality of Information</u>. To the extent permitted by law, the County agrees to keep as confidential, and not to disclose as public records, any proprietary or financial information regarding any private individual or business entity that was received by the Grantee in the course of administering the Grant and that is in the custody of the County. On receipt by the County of a request to make information available, the County shall promptly give notice to the Grantee of the request and an opportunity to comment on the disclosure and take any lawful action deemed necessary by the Grantee to prevent the disclosure of the requested information.

10. <u>Public Information</u>. The Grantee agrees to treat all requests for information from members of the public as requests made under the Maryland Public Information Act, whether or not the Grantee is governed by the Act. The Grantee agrees to respond to all requests for information in the manner required by the Act. The Grantee may withhold from disclosure all documents for which disclosure is not required by the Act.

11. <u>Penalty for Noncompliance</u>.

a. Any Grant funds not expended in compliance with the provisions of this Agreement shall be returned to the County.

b. Noncompliance by the Grantee with the recordkeeping, auditing, monitoring, or reporting requirements of this Agreement may be grounds for the County's

recovery from the Grantee of any amount paid under this Grant.

12. <u>Nondiscrimination</u>. The Grantee shall not discriminate against any person in any of its activities with regard to membership policies, employment practices, or in the provision of services on the basis of race, color, religion, national origin, ancestry, sex, age or disability.

13. <u>Administrator of the Grant</u>. The Administrator of the Grant for the County is the County Fire Chief, or his or her successor or designee. The Grant Administrator's telephone number is (410) 222-8301, and office address is: Anne Arundel County Fire Headquarters, 8501 Veterans Highway, Millersville, MD 21108. The Grantee shall keep the Grant Administrator informed of the name, telephone number, and address of the Chief Executive Officer of the Grantee or the Chief Executive Officer's designee.

14. <u>Notices</u>. Notices to the parties shall be directed as follows:

- COUNTY: Fire Chief Anne Arundel County Fire Headquarters 8501 Veterans Highway Millersville, MD 21108
- GRANTEE: President Orchard Beach Volunteer Fire Dept., Inc. P.O. Box 654 Pasadena, MD 21123-0654

15. <u>Nonassignment of Grant Funds</u>. The Grantee shall apply the Grant directly as a first party for the purposes stated herein. The Grantee may not act as the agent of others, and neither the Grant received under this Agreement nor the Agreement may be assigned, transferred or otherwise passed to another organization or agency.

16. <u>No Pledge of County Credit</u>. The Grantee agrees that it will not pledge the full faith and credit of the County and will not obligate the County to incur any pecuniary liability other than the Grant to the Grantee as provided for herein.

17. <u>Acknowledgment</u>. The Grantee shall acknowledge and give credit to the County

for the Grant in its brochures, news releases, programs, publications, and other publicity materials. When no printed information is used, verbal credit is to be given whenever appropriate and practicable.

18. <u>Applicable Law.</u> This Agreement shall be governed and construed in accordance with Maryland law, and any action brought by or between the parties shall invest jurisdiction and venue exclusively in the courts located in Anne Arundel County.

19. <u>General</u>.

a. This Agreement represents the complete and total and final understanding between the parties, and no other understandings or representations, whether written or oral, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties after the execution of this Agreement, unless set forth in writing and executed by both parties hereto.

b. This Agreement shall inure to the benefit of the parties hereto, their successors, legal representatives, and assigns.

c. The captions to the paragraphs of this Agreement are for reference purposes only and are not substantive parts of this Agreement.

IN WITNESS WHEREOF, the parties do hereby set their hands and seals on the date and year first above written.

ATTEST:

ANNE ARUNDEL COUNTY, MARYLAND

Muhile Cron BY: Dennis Callahan Date

Chief Administrative Officer

ATTEST:

ORCHARD BEACH VOL. FIRE DEPARTMENT, INCORPORATED

My Commission Expires 1/19/2014

BY: Name: WALT Sudde Date 8-4-10 Title: President

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

8.87.10

Date

Office of/Lax

APPROVED FOR AVAILABILITY OF FUNDS:

8/*31/10* Date Juhand & Controller minB \$13.110 APRROVED: 9 10 Fire Chief