

Resolution No.: 16-1341  
Introduced: May 11, 2010  
Adopted: May 11, 2010

**COUNTY COUNCIL  
FOR MONTGOMERY COUNTY, MARYLAND**

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By: Public Safety Committee

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**SUBJECT:** Memorandum of Agreement with Volunteer Fire and Rescue Association (MCVFRA)

**Background**

1. County Code Section 21-6 establishes a process for Local Fire and Rescue Departments (LFRD's) to select an authorized representative to represent their interests, and requires the Fire Chief to negotiate in good faith with the authorized representative on certain issues affecting LFRD's and their volunteers.
2. The LFRD's selected the Montgomery County Volunteer Fire and Rescue Association (MCVFRA) to be their authorized representative.
3. On April 30, 2010, the Council received from the County Executive the attached Memorandum of Agreement between Montgomery County Government and Montgomery County Volunteer Fire and Rescue Association for the period from July 1, 2008, until June 30, 2011.
4. Code Section 21-6(p) requires the Executive to submit to the Council any element of an agreement that requires an appropriation of funds, may have a future fiscal impact, is inconsistent with any County law or regulation, or requires the enactment or adoption of any County law or regulation. Section 21-6(q) directs the Council to notify the parties within 60 days if it disapproves an agreement in whole or in part. The Council may by resolution extend the time for action.
6. The Public Safety Committee reviewed the portions of the Memorandum of Agreement requiring an appropriation of funds for FY11 on April 26 and May 3, 2010, and recommended no funding for certain provisions.

**Action**

The County Council for Montgomery County, Maryland approves the following resolution:

The County Council rejects funding and disapproves the following amendments:

1. Article 11 – the purchase of 874 pairs of turnout boots for active volunteers.
2. Article 11 – the purchase of 874 gear bags for turnout equipment for active volunteers.
3. Article 12 – an increase in the nominal fee from \$300 to \$400 for active volunteers as defined in Code §21-21(a) and from \$500 to \$600 for volunteers who meet additional requirements.
4. Side letter/MOU – purchase of a new vehicle for MCVFRA.

The County Council approves funding for the remainder of the MCVFRA Agreement.

This is a correct copy of Council action.

  
\_\_\_\_\_  
Linda M. Lauer, Clerk of the Council

Memorandum of Agreement between the Montgomery County Government  
and the Montgomery County Volunteer Fire Rescue Association

The Montgomery County Government (County) and the Montgomery County Volunteer Fire Rescue Association (MCVFRA) agree that their existing directly negotiated agreement will be amended effective July 1, 2008, through June 30, 2011 with the following agreed upon items.

Please use the key below when reading this document:

<u>Underlining</u>	<i>Added to existing agreement</i>
[Single boldface brackets]	<i>Deleted from existing agreement</i>
* * *	<i>Existing language unchanged by parties</i>

\* \* \*

**Article 2**  
**NON-DISCRIMINATION**

\* \* \*

Section Three. The County supports the delivery of fire, rescue and emergency services through the Montgomery County Fire and Rescue Service, including the local fire and rescue departments, operating under County policies and regulations implemented by the Fire Chief. This partnership ensures that service is delivered within a County-wide context and preserves community-based perspectives of the local fire and rescue departments. County officials, employees, volunteers, and local fire and rescue departments should actively encourage a combined service delivery system provided by local and County resources and promote equal opportunities and fair treatment for all personnel. The County recognizes and respects the contributions of volunteers over many decades that have protected life and property in the County and provided vital and generous private support for an essential public activity. The County acknowledges the years of volunteer effort, risk, and sacrifice; the time and money devoted to purchasing equipment, apparatus, and facilities; and the value to our community of opportunities for public service and fellowship. The County vigorously supports the continuation and expansion of volunteer participation to provide fire, rescue, and emergency medical services in the most cost effective way and to encourage citizen participation in community services. The County and MCVFRA recognize the importance of and promote an atmosphere of integrity and mutual respect among all personnel.

**Article 5**

## ORGANIZATIONAL SECURITY

**Section One.** The County agrees to provide [500] 1000 copies of the contract in booklet form to be provided to the Association within ninety days of the effective date of this Agreement. The cover page of the Agreement shall be designed by mutual agreement between the parties.

**Section Two.** By July 1, 2009 the County will provide the Association with a "FIREHOUSE" data terminal with the necessary software, communications line, monitor and printer to be located at the MCVFRA office. Security access will be limited to the battalion chief level.

**Section Three.** The County will provide \$5000 in each year of the contract for an annual awards ceremony for the volunteers each April of the contract. The Association and fire chief will agree on a venue, forum and list of recognitions.

**Section Four.** The County and the MCVFRA will determine the size and location of an "orange style" MCVFRA decal which will be displayed on each side of County owned apparatus used in providing fire, rescue and emergency medical services that are staffed by bargaining unit members. The decals will be provided by the Association.

### Article 7

## DISCIPLINARY ACTION PROCEDURES FOR LFRD VOLUNTEERS

\* \* \*

**Section Nine. Disciplinary Examinations** [If a volunteer reasonably believes that an examination may result in disciplinary action against the volunteer, the volunteer may request to have another person present with the volunteer for the interview. If the volunteer makes such a request, the County will arrange a mutually agreeable time and place, not to exceed 48 hours. If the volunteer is present at the station, the interview may be conducted during the volunteer's presence in the station.]

- A. The member shall be given the opportunity to be represented at any examination conducted by a representative of the County in connection with an investigation or complaint if:
1. The member reasonably believes that the examination may result in disciplinary action against the member; and
  2. The member requests representation.

- B. If a member requests to be represented at such an examination, the County will delay the examination for a reasonable period of time, to permit the member the opportunity to arrange representation.
- C. The County is free to terminate any examination of a member in connection with an investigation at any time for any reason.
- D. The Association shall have no right to represent a member who is examined as a witness or third party in any investigation. However, if the member learns during the course of the witness/third-party investigation that he or she may be subject to discipline, he or she may request Association representation pursuant to Section 9.A. above.

Section Ten. Time, Place and Manner of Interviews/Examinations Conducted by the Internal Affairs Section of a Member. Any interview or examination conducted by the Internal Affairs Section pursuant to Section 9 of this Article may take place at the Internal Affairs Section office, the MCVFRA Office, or at any other place to which the parties mutually agree.

## Article 10 EXPENSES

**Section One.** In the event MCFRS requires an active volunteer as defined in Section 21-21(a) of the Montgomery County Code to undergo follow-up testing (based on a condition discovered as a result of the annual physical provided by Fire Rescue Occupational Medical Section, FROMS) prior to making a determination as to whether said volunteer is medically able to be placed on the IECS, the County shall assume the cost of such follow-up testing in situations where the volunteer has no health insurance which would cover the follow-up testing. The volunteer must attest to the fact that they either have no insurance or that their insurance will not cover such costs and provide all such documentation as is necessary to establish the lack of insurance coverage. Reimbursement for any such tests shall not exceed [~~\$3,000.00~~] \$5,000.00 over the course of the agreement. The volunteer must utilize the services of the provider recommended by FROMS, if any.

\* \* \*

Section Three. Effective July 1, 2008, establish a lump sum payment in the amount of \$50,000 to be paid in the event of a line of duty death.

## Article 11 UNIFORMS AND EQUIPMENT

\* \* \*

Section Two. Effective July 1, 2010, the County shall purchase 874 pairs of leather turnout boots in each year of the agreement. The Association shall distribute the boots to active volunteers as defined in Montgomery County Code Section 21-21(a) on the IECS who belong to an LFRD with an approved Stand-by program

Section Three. Effective July 1, 2010, the County will supply 874 gear bags for turn out equipment to the MCVFRA. The Association shall distribute the gear bags to active volunteers as defined in Montgomery County Code Section 21-21(a) on the IECS who belong to an LFRD with an approved Stand-by program;

## **Article 12** **NOMINAL FEE**

An active volunteer as defined in Section 21-21 (a) of the Montgomery County Code shall receive either:

(1) [a nominal fee of two hundred (\$200.00) dollars each June 1<sup>st</sup>]; a nominal fee of: three hundred (\$300.00) dollars July 1, 2009; four hundred (\$400.00) dollars July 1, 2010;

OR

(2) [a nominal fee of three hundred (\$300.00) dollars each June 1<sup>st</sup> if the active volunteer:] a nominal fee of: five hundred (\$500.00) dollars July 1, 2009; six hundred (\$600.00) dollars July 1, 2010; if the active volunteer:

(a) is on the Integrated Emergency Command Structure (IECS) certified list; and

(b) received the maximum allowable Length of Service Awards Program (LOSAP) points for department or station responses as specified in Section 21-21(k)(6) of the Montgomery County Code in the previous calendar year; and

(c) received the maximum allowable LOSAP points for sleep-in or stand-by as specified in Section 21-21(k)(3) of the Montgomery County Code in the previous calendar year.

In addition, the appropriate LFRD President must certify in writing that the volunteer has met the requirements set forth in section one, subsections (a) through (c) of this article.

[However, the Association must aid the Department in the development of a standby program for each LFRD to ensure that non-career minimum operational unit positions are staffed on a consistent and continual basis. Once developed and implemented, the active volunteers who meet the criteria listed above, shall only receive such nominal fee if the active volunteer's LFRD provides service in accordance with the aforementioned standby program approved by the MCVFRA and the County.]

However, the active volunteers who meet the criteria listed above shall only receive such nominal fee if the active volunteer's LFRD provides service in accordance with Standby program approved by MCVFRA and the County as outlined in Article 19 of this agreement.

Both parties recognize that active volunteers perform hours of service for a public agency for civic, charitable or humanitarian reasons, without promise, expectation or receipt of compensation for services rendered. Although a volunteer can receive no compensation, a volunteer can be paid expenses, reasonable benefits, or a nominal fee to perform such service. Both parties further recognize that nothing in this agreement is intended to provide compensation or in any other way jeopardize the status of the active volunteers. Both parties agree that if a court of competent jurisdiction or the Department of Labor determines the expenses, reasonable benefits, and/or nominal fee provided in this agreement alters in any way the status of any active volunteer, the provision(s) or article(s) in question will become null and void. The parties agree that in such cases, the parties will reopen the Agreement for direct negotiation.

### Article 13

#### LOSAP ADVISORY COMMITTEE

It is recognized and understood by the parties that the Length of Service Awards Program (LOSAP) is an awards program and that the program's intent, design and purpose are to provide recognition of the LFRD volunteer members for providing volunteer service to the residents of Montgomery County. However, recruitment and retention are additional benefits derived from this awards program to the service.

In order to review, study, and recommend improvements to LOSAP, the parties agree to the establishment of a LOSAP Advisory Committee. This Committee shall meet a reasonable number of times throughout each year. The LOSAP Advisory Committee shall consist of ten (10) members; one member appointed by the Director of Finance; one member appointed by the Director of the Office of Human Resources; one member appointed by the Office of Management and Budget; one member appointed by the Office of the County Attorney; one member appointed by the Fire Chief; and five (5) members appointed by the President of the Association. The President and the Executive Director of the Association shall be non-voting ex officio members of the Committee.

The Committee shall provide written recommendations on improvements to the current LOSAP to both parties.

The Committee shall meet at times convenient to all members.

The Committee shall provide its recommendations to the parties on or before October 1, 2007 so that the Parties may have adequate time to review before the next round of contract negotiations.

The County shall hire and fund an actuarial study of the fiscal impact on current and potential future changes in the program. This actuarial study must be concluded and a report issued to both parties on or before June 30, 2007. Both reports will be addressed during the next scheduled direct negotiations for a successor agreement beginning on or before November 1, 2007.

The above referenced committee shall review, evaluate and recommend improvements to the current LOSAP system in Montgomery County including but not limited to the following items:

- conduct valuation on existing LOSAP program;
- benefits to LOSAP participants;
- age limits and time requirements specifically lowering the benefits time requirement to 20 years from the current 25;
- point banking and point accumulation and evaluating a members participation by lifetime point accumulation vs. years i.e. total of 1000 points to obtain benefits or 20 years of 50 points a year;
- beneficiary changes and additions including minor children;
- any other benefit that may enhance the recognition of volunteers in the service;
- examine and evaluate the effects of any changes on volunteer participation;
- examine the impact of changes to the LOSAP system on volunteer status as it relates to wage and hour laws, regulations, and opinions.]

### SAVINGS CLAUSE

If any term or provision of this agreement is, at any time during the life of this agreement, determined by a court of competent jurisdiction to be in conflict with any applicable law, constitution, statute, or ordinance, such term or provision shall continue in effect only to the extent permitted by law. If any term or provision is so held to be invalid or unenforceable (or if the parties agree that it is), such invalidity or unenforceability shall not affect or impair any other term or provision of this agreement.

**Article 14**  
**DURATION OF AGREEMENT**

[This agreement shall be effective on April 1, 2007 and shall expire on June 30, 2008.

Negotiations for the successor to this Agreement shall commence on November 1, 2007 per Section 21-6 of the Montgomery County Code.]

The term of the agreement will be three (3) years from July 1, 2008 through June 30, 2011.

**Article 15**  
**DRUG AND ALCOHOL TESTING**

Section One. The County and MCVFRA shall work collaboratively to develop a drug and alcohol testing policy for all volunteers. Such policy must include: post-collision, for cause, and random drug and alcohol testing. The Drug and Alcohol testing policy must be completed by the parties no later than May 1, 2008. The parties agree that mediator/arbitrator Jerome Ross retains jurisdiction to issue a final decision in accordance with the impasse procedures as stated in Montgomery County Code Section 21-6. Should the parties not reach agreement on a drug and alcohol testing policy including the above listed criteria before May 1, 2008, the parties shall submit last best offers to mediator/arbitrator Jerome Ross no later than 5:00 pm on May 7, 2008. Arbitrator Ross will render a decision no later than 5:00 pm on May 30, 2008. Such policy will be effective July 1, 2008.

**Article 16**  
**TRAINING**

Section One. The PSTA shall consider all National Professional Qualification Board (Pro-Board), International Fire Service Accreditation Congress, and Maryland Fire Rescue Institute (MRFI) training certifications. The PSTA shall make every effort to issue a course recognition and equivalency within 14 days of a volunteer request.

Section Two. The PSTA shall endeavor to provide training opportunities that meet the needs of the volunteer service. The PSTA shall consider the Association's recommendations with respect to the types of training course to be offered.

Section Three. The PSTA shall offer training courses offsite whenever feasible. The PSTA shall consider the Association's recommendations concerning times and locations and in an effort to meet the needs of the volunteer service.

Section Four. The PSTA shall develop an on-line registration system for all PSTA courses by December 1, 2008. Where possible, all registration will be done electronically after that date. The MCVFRA shall be consulted with regard to the program's design and implementation.

Section Five. Where feasible, the PSTA shall develop on-line courses for PSTA courses that can be taught through distance learning by December 1, 2009. The MCVFRA shall be consulted with regard to the courses' design and implementation.

### Article 17

#### FIRE RESCUE OCCUPATIONAL MEDICAL SECTION (FROMS)

Section One. FROMS shall complete all physicals in a timely manner and make available the status of medical clearance for all volunteers, including volunteer applicants, to MCVFRA.

### Article 18

#### RE-OPENER TO CONSIDER LOSAP ENHANCEMENTS of the CURRENT LOSAP LAW (MCVFRA) AND LOSAP II DEFINED CONTRIBUTION SYSTEM (COUNTY)

Section One. The parties agree to begin bargaining March 1, 2009. If no agreement is reach by May 1, 2009, the parties shall utilize the impasse procedure as per the Montgomery County Code Section 21-6.

### Article 19

#### STANDBY DUTY REQUIREMENTS

Section 1. Purpose: Provide minimum staffing at all MCFRS fire and rescue stations on a continuous basis, and to ensure that a system is in place at the local fire and rescue department level to schedule volunteer personnel for volunteer staffing periods.

#### Section 2. Definitions.

- a. Career Employee. A fire/rescue Merit System employee of Montgomery County, or an employee of a local fire and rescue department, who provides firefighting, rescue, or emergency medical service.
- b. Controlled Units. Units that are considered staffed and ready for dispatch by ECC.

- c. LFRD. A Local Fire and Rescue Department authorized by Section 21-5 of the County Code to provide fire and rescue services.
- d. LFRD Standby Duty Policy. MCFRS approved LFRD Policy that directs the process by which the LFRD uses personnel and resources to reach continuous minimum staffing.
- e. MCVFRA. Abbreviation for the Montgomery County Volunteer Fire and Rescue Association. The MCVFRA is the official representative of the LFRDs as described in Chapter 21-6 of the County Code.
- f. Minimum Staffing. As defined in Montgomery County Fire and Rescue Commission Regulation 14-90AM effective date 2/11/93.
- g. PIMS. Personnel Information Management System.
- h. Volunteer Staffing Periods. Volunteer staffing periods are typically Monday through Friday 1700 hours until 0700 hours and on Saturday and Sunday 0700 hours to 0700 hours. However, volunteer staffing periods are any time periods when volunteer staffing is required to maintain minimum staffing levels on controlled units where career minimum staffing is not assigned. The staffing periods above do not preclude volunteers from participating at any other time. It is recognized that volunteers, because of work commitments, may not be able to serve the entire volunteer staffing period.
- i. Volunteer Personnel. Members of the LFRDs that serve the MCFRS without hourly compensation for services rendered.

Section 3. The intent of this Article is to ensure continuous minimum staffing utilizing volunteer staffing during volunteer staffing periods in fire and rescue stations in Montgomery County. Existing LFRD Duty/Standby Programs that meet the criteria of this Article will be approved.

Each LFRD Standby Duty policy must contain the following criteria:

- a) a written requirement to ensure qualified volunteer staffing for the volunteer staffing periods. For the purpose of this Article, this means utilizing volunteer staffing to maintain minimum staffing levels for controlled units at each LFRD fire or rescue station. The number of personnel required will vary from station to station;
- b) an enforcement mechanism for the LFRD leadership to hold volunteer personnel accountable for participation, including discipline steps for noncompliance;
- c) daily performance reporting that contains volunteer staffing information by unit, personnel serving, rank and time served; and

d) a requirement that the LFRD Chief is responsible to ensure that:

- volunteer personnel are assigned to riding positions and other station activities during the volunteer staffing periods;
- volunteer personnel are managed and mentored while on duty;
- there is adequate volunteer operational staffing during volunteer staffing periods; and
- the actual performance of the LFRD in the Personnel Information Management System (PIMS) is reported by no later than 1700 hours on the following day.

Exceptions to the 1700 hour deadline will be handled on a case-by-case basis and may be approved by the DVS Division Chief or designee in conjunction with the LFRD Chief or designee. If a volunteer is not properly recorded in PIMS, the LFRD Chief or designee may submit a correction to the DVS Division Chief.

**Section 4. Procedure.** Each LFRD must submit a copy of their LFRD Standby Duty policy to the DVS Division Chief and the President of the MCVFRA for approval. Only policies approved by the DVS Division Chief and the President of the MCVFRA will be considered compliant with this Article. As indicated, an LFRD that currently utilizes a Standby Duty policy that meets the criteria set forth in this Article will receive approval for their existing policy. The deadline date for submission of LFRD Standby Duty policies to the DVS Division Chief and President of the MCVFRA is the close of business on October 31, 2008. Once approved by MCFRS and the MCVFRA, it is the responsibility of each LFRD to enforce their Standby Duty policy.

**Section 5. Enforcement.** LFRD volunteers will become ineligible for the Nominal Fee set forth in Article 12 if the active volunteer's LFRD does not adopt a Standby Duty policy in accordance with this Article and provide service in accordance with the approved policy. Failure to provide service means failure of the LFRD to ensure staffing per the approved LFRD Standby Policy on controlled units such that any controlled unit in the affected LFRD has a failure to respond rate of greater than two (2) percent for any calendar year, or violation of the approved LFRD Standby Duty policy after timely notice of such violation is provided by the Fire Chief or designee, in writing to the LFRD Chief or designee, with adequate specificity and a reasonable opportunity to correct the violation is afforded to the LFRD.

Failure to submit the required documentation will result in the loss of LOSAP credit for the period of time in question.

## Article 20

### NOTICE AND OPPORTUNITY

## Section One. Policy Formulation

When the MCFRS or the Fire Chief is contemplating the development of a new MCFRS policy or a change to a current MCFRS policy, the Fire Chief or designee will provide reasonable advanced notice, and if requested, will meet with MCVFRA to provide an opportunity for the MCVFRA to provide input and advice.

In order to afford an opportunity for MCVFRA to participate in policy development, MCVFRA may, at any time, develop or draft policies, regulations, or procedures to present to the Fire Chief for consideration. The Fire Chief or designee will meet with representatives from the MCVFRA on a regular basis in order to receive recommendations from the MCVFRA on policy formulation and review.

## Section Two. Notice and Opportunity to Submit Comments

A. Prior to the implementation of any new or revised Directive, Safety Bulletin, Policy, Procedure, or Instruction(1) relating to or affecting LFRD volunteers, the County shall provide the MCVFRA with written electronic notice and an opportunity to submit comments.

B. Such written electronic notice shall be addressed to the President and the Executive Director of the MCVFRA. Such written electronic notice shall include an explanation and/or description of the new or revised Directive, Safety Bulletin, Policy, Procedure or Instruction and the date on which the County intends to implement it. A paper copy of the Directive, Safety Bulletin, Policy, Procedure or Instruction shall also be sent to the Executive Director.

C. The MCVFRA shall have thirty (30) calendar days from the date upon which the President and Executive Director of Association is sent written electronic notice to submit written comments or, if appropriate, proposals regarding the new or revised Directive, Safety Bulletin, Policy, Procedure or Instruction. During the thirty (30)-day period, the MCVFRA may request to meet and confer with the Fire Chief or other officials regarding the new or revised Directive, Safety Bulletin, Policy, Procedure or Instruction. The County will make all reasonable efforts to accommodate the MCVFRA's request to meet and confer. If the MCVFRA submits proposals on negotiable matters, the parties shall meet to discuss such proposals during and, if necessary, after the expiration of the thirty (30)-day period. The Fire Chief, at his discretion, may accept the recommendations and revise the new or revised Directive, Safety Bulletin, Policy, Procedure or Instruction, continue to meet, extend the timeframe for review and comment beyond the 30 days, develop other means to come to an agreement or proceed with his draft of the new or revised Directive, Safety Bulletin, Policy, Procedure or Instruction.

D. If an MCVFRA member is disciplined by the Fire Chief due to a serious offense and such discipline is related to the implementation of any new or revised Directive, the County shall have the burden to demonstrate that the MCVFRA was provided notice and opportunity to submit written comments on such Directive, Safety Bulletin, Policy, Procedure or Instruction.

1 The parties understand and agree that the term "Instruction" refers to:  
a) a written explanation provided by the Division Chiefs or the Fire Chief regarding the processes and/or procedures associated with the implementation of a new or revised Directive, Safety Bulletin, Policy or Procedure; or, b) written explanation/clarification provided by the Division Chiefs or the Fire Chief regarding an existing Directive, Safety Bulletin, Policy or Procedure that deviates from an established past practice.

The parties also agree to the following:

Side Letter

The County agrees to transfer \$235,000 to the MCVFRA on July 1 of each year of the Agreement. The MCVFRA agrees to utilize the funds in the payment of expenses related to the Association's fulfillment of its functions as the LFRD authorized representative. The Association agrees to continue to provide the Fire Chief or his designee with a quarterly accounting detailing the expenditure of said funds.

The County agrees to transfer \$40,000 to the MCVFRA on July 1, 2010 to purchase a vehicle to be used for Association business.

Side Letter

I hereby agree to enforce the notice provisions of the Non-Emergency reassignment of apparatus policy and procedure, Policy No. 25-04 effective November 14, 2000.

Side Letter

The County will submit legislation to accomplish the following:

Amend Chapter 21, Section 21-21 of the Montgomery County Code to allow a LOSAP participant to elect a designated beneficiary as it relates to the one-time lump sum death benefit payment.

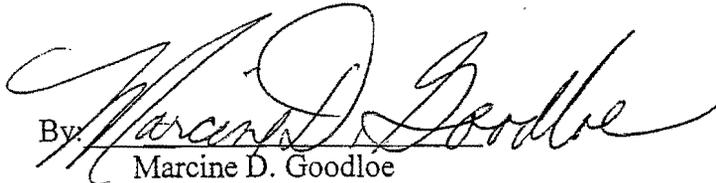
Memorandum of Understanding

MCFRS and MCVFRA agree to work collaboratively in order to effectively develop an implement the activity tracker referenced in Article 19 of the agreement effective July 1, 2008. In order to accomplish this collaboration, MCFRS will establish a committee in order to solicit input into the development of the activity tracker no later than January 31, 2008. MCVFRA shall select the two individuals designated to represent the association on such committee.

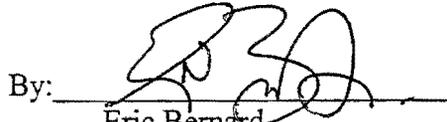
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives this \_\_\_ day of January 2008.

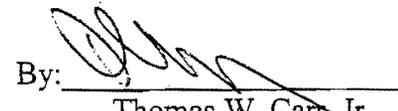
MONTGOMERY COUNTY VOLUNTEER  
FIRE RESCUE ASSOCIATION

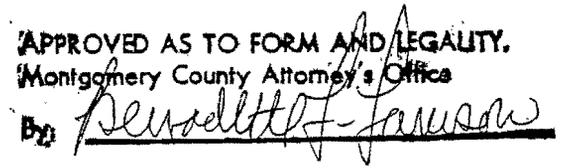
MONTGOMERY COUNTY,  
MARYLAND

By:   
Marcine D. Goodloe  
President

By: \_\_\_\_\_  
Isiah Leggett  
County Executive

By:   
Eric Bernard  
Executive Director

By:   
Thomas W. Carr, Jr.  
Fire Chief

APPROVED AS TO FORM AND LEGALITY.  
Montgomery County Attorney's Office  
By: 

Side Letter

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January 25, 2008

Marcine Goodloe  
President  
MCVFRA

Dear President Goodloe:

The County agrees to transfer \$235,000 to the MCVFRA on July 1 of each year of the Agreement. The MCVFRA agrees to utilize the funds in the payment of expenses related to the Association's fulfillment of its functions as the LFRD authorized representative. The Association agrees to continue to provide the Fire Chief or his designee with a quarterly accounting detailing the expenditure of said funds.

The County agrees to transfer \$40,000 to the MCVFRA on July 1, 2010 to purchase a vehicle to be used for Association business.

Sincerely,

Thomas W. Carr, Jr.  
Fire Chief  
MCFRS

Side Letter

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January 25, 2008

Marcine Goodloe  
President  
MCVFRA

Dear President Goodloe:

I hereby agree to enforce the notice provisions of the Non-Emergency reassignment of apparatus policy and procedure, Policy No. 25-04 effective November 14, 2000.

Sincerely,

Thomas W. Carr, Jr.  
Fire Chief  
MCFRS

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MONTGOMERY COUNTY GOVERNMENT  
AND THE  
MONTGOMERY COUNTY VOLUNTEER FIRE RESCUE ASSOCIATION

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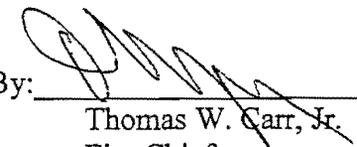
This memorandum of understanding between the Montgomery County Government and the Montgomery County Volunteer Fire Rescue Association (the parties) is intended to memorialize the settlement reached during direct negotiations in January 2008. The parties agree to the following:

- MCFRS and MCVFRA agree to work collaboratively in order to effectively develop an implement the activity tracker referenced in Article 19 of the agreement effective July 1, 2008. In order to accomplish this collaboration, MCFRS will establish a committee in order to solicit input into the development of the activity tracker no later than January 31, 2008. MCVFRA shall select the two individuals designated to represent the association on such committee.

MONTGOMERY COUNTY VOLUNTEER  
FIRE RESCUE ASSOCIATION

By:   
Marcine D. Goodloe  
President

MONTGOMERY COUNTY,  
MARYLAND

By:   
Thomas W. Carr, Jr.  
Fire Chief

\_\_\_\_\_  
County Attorney for form and  
legality

Date \_\_\_\_\_

Side Letter

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January 25, 2008

Marcine Goodloe  
President  
MCVFRA

Dear President Goodloe:

The County will submit legislation to accomplish the following:

Amend Chapter 21, Section 21-21 of the Montgomery County Code to allow a LOSAP participant to elect a designated beneficiary as it relates to the one-time lump sum death benefit payment.

Sincerely,

Sarah A. Miller  
Labor Relations Manager  
Montgomery County Government