

Resolution No.: 16-36
Introduced: January 16, 2007
Adopted: January 30, 2007

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

By: Council President at the request of the Executive

SUBJECT: Approval of Memorandum of Agreement between Montgomery County Government and Montgomery County 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 November 8, 2006, the Council received from the County Executive the attached Memorandum of Agreement between Montgomery County Government and Montgomery County Volunteer Fire and Rescue Association.
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.
5. The Council by resolution extended the time for action until March 31, 2007.

6. The Public Safety Committee reviewed the Memorandum of Agreement on January 18, 2007, and recommends approval, but recommends that the Council reserve the right to make decisions about FY08 administrative staffing and funding in the context of the FY08 budget.
7. The Committee also recommends that the Council request Executive staff to prepare amendments to certain regulations to conform them to the agreement, and review the agreement again to determine whether any further amendments to regulations are required.

Action

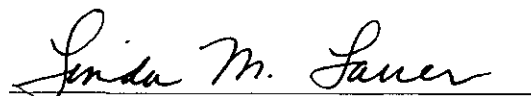
The County Council for Montgomery County, Maryland approves the following resolution:

The attached Memorandum of Agreement between Montgomery County Government and Montgomery County Volunteer Fire and Rescue Association is approved.

The Council reserves the right to make decisions about FY08 administrative staffing and funding in the context of the FY08 budget.

The Council requests that Executive staff prepare amendments to certain regulations to conform them to the agreement, and review the agreement again to determine whether any further amendments to regulations are required.

This is a correct copy of Council action.



Linda M. Lauer, Clerk of the Council

**AGREEMENT BETWEEN MONTGOMERY COUNTY AND THE
MONTGOMERY COUNTY VOLUNTEER FIRE RESCUE
ASSOCIATION.**

Effective April 1, 2007 – June 30, 2008

Article 1

RECOGNITION

Section One: The Montgomery County Government (County) recognizes the Montgomery County Volunteer Fire and Rescue Association (MCFVRA or Association) as the duly authorized representative of the Local Fire and Rescue Departments (LFRD) in the direct negotiation process set forth in Chapter 21-6 of the Montgomery County Code.

Section Two: For the purposes of this Agreement, a volunteer means any person who is a member of a LFRD and has completed a probationary period of at least one calendar year.

Article 2

NON-DISCRIMINATION

Section One: Neither the County nor the Association shall discriminate against any individual because of his or her volunteer status in any LFRD. Further, all terms and conditions contained in this agreement shall be applied to all volunteers without discrimination on the basis of race, color, sex, marital status, religion, political affiliation, country of origin, sexual orientation, disability or genetic information.

Section Two: Active volunteers as defined in section 21-21(a) of the Montgomery County Code shall be eligible to apply for "employees only" County position vacancies.

Article 3

MANAGEMENT RIGHTS

Section A. Issues subject to negotiating under this Agreement, as specified in Chapter 21-6(f) of the Montgomery County Code are:

- (1) methods and mechanisms for volunteer firefighters and rescuers participation in MCFRS policy decisions;
- (2) representation of volunteer firefighters and rescuers on MCFRS committees and task forces;
- (3) volunteer firefighter and rescuer recruitment, selection, and recognition;

- (4) procedures used to evaluate and discipline volunteer firefighters and rescuers;
- (5) protection of volunteer firefighters and rescuers from harassment and discrimination;
- (6) LOSAP and other benefits for volunteers, and the administration of any volunteer benefit;
- (7) the equitable allocation of appropriated funds and equipment among paid and volunteer personnel; and
- (8) any other issue that pertains only to volunteer firefighters and rescuers.

Section B. *Issues not subject to negotiating under this section are:*

- (1) budgets and expenditures;
- (2) MCFRS emergency and routine operations; and
- (3) any other issue not specified as subject to negotiating.

The issues specified in section B are reserved as management rights.

Article 4

VOLUNTEER PARTICPATION

The County recognizes that the contributions of all volunteers are a valuable asset. The County must not prohibit or discourage any employee from providing volunteer services for a local fire and rescue department, except where prohibited or restricted by the provisions of section 21-17 of the Montgomery County Code, or by regulations adopted under section 21-17(b) of the Montgomery County Code.

Article 5

ORGANIZATIONAL SECURITY

The County agrees to provide 500 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.

Article 6

RECORDKEEPING

For the purpose of maintaining timely and accurate records for volunteers, each LFRD must complete and submit a Personnel Action Form (PAFV), approved by the County and the Association, at the time an individual becomes an active volunteer and when an active volunteer leaves the LFRD, whether voluntary or involuntary. This PAFV shall be submitted by the LFRDs to the County in paper form until such time as the County establishes a system for electronic submission.

Article 7

DISCIPLINARY ACTION PROCEDURES FOR LFRD VOLUNTEERS

Section One. Intent. This Article sets forth procedures used to discipline volunteers. Nothing in this Article shall in any way affect the authority of the Fire Chief under Chapter 21 of the Montgomery County Code.

Section Two. Purpose. Per Section 21-3(g) of the Montgomery County Code, the Fire Chief may take disciplinary action against any LFRD volunteer in the Service for violating any County law, regulation, policy, or procedure, or any lawful order of the Chief or the Chief's designee. Disciplinary action under this subsection may include restriction or prohibition of a volunteer from participation in fire and rescue activities. The Chief must not take any action involving a volunteer of a local department, except when the Chief finds that immediate action is required to protect the safety of the public or any employee or volunteer, unless the Chief finds that the local department has not satisfactorily resolved the problem in a timely and effective manner. Any finding by the Chief under the preceding sentence is not subject to appeal. Each volunteer must give the Chief any information, not otherwise legally privileged, that the Chief reasonably needs to administer Chapter 21.

Section Three. Procedure for Notifying the Fire Chief of Alleged Misconduct.

- a. To enable the Fire Chief to review an LFRD's resolution of a disciplinary matter under Section 21-3(g) of the County Code, and to assist the Fire Chief in determining if the matter has been satisfactorily resolved, the procedure in Section 3(a)(1) through Section 3(a)(3) must be followed.
 1. Each LFRD President or designee shall immediately notify the Fire Chief or designee of any alleged serious violation. A serious violation involves

a threat to the public or personnel safety, or undermines the public trust and confidence in the fire and rescue service. A serious violation includes an egregious: negligent act or omission; theft of property; felony; assault; battery; or other violation of law, County policy, MCFRS policy or any lawful order of the Fire Chief. Notwithstanding Section 3(a)(2) below, the Fire Chief may proceed with disciplinary action directly against the individual(s) in question consistent with section 21-3(g) of the County Code.

2. Each LFRD President or designee must take action on, and compile a written record of each disciplinary action taken against a volunteer. LFRDs must satisfactorily resolve any allegation of a serious violation by one of its volunteers within 60 days of receiving notification of its occurrence, unless the Fire Chief extends the time period for just cause. When an LFRD has taken a disciplinary action involving a serious violation as defined in Section 3(a)(1) above, the LFRD President must notify the Fire Chief or designee in writing within 48 hours of taking such action. The LFRD President or designee must forward a copy of such disciplinary action of a serious violation to the Fire Chief within seven (7) County business days of the issuance of such an action. In cases where the Fire Chief has taken disciplinary action, the LFRD need not compile a written record of the disciplinary action. The Fire Chief must forward a copy of such disciplinary action to the LFRD President or designee within seven (7) County business days of the issuance of such an action.
3. Each LFRD must provide the Fire Chief or designee with any information that is reasonably required to evaluate the propriety or timeliness of an LFRD's disciplinary action.

Section Four. Fire Chief's Discipline.

- a. The Fire Chief must apply discipline progressively. Progressive discipline does not require the Fire Chief to apply discipline in a particular order or to always begin with the least severe penalty. In some cases involving a serious violation as defined in Section 3 (a) (1), the Fire Chief may bypass progressive discipline and impose another more severe disciplinary action up to and including dismissal.
- b. Discipline must not be applied in an arbitrary or capricious manner.
- c. The parties understand that there is a requirement of confidentiality involved in the disciplinary process. Neither party shall disseminate information pertaining to disciplinary actions except on a need to know basis.

Section Five. Disciplinary Process.

a. **Statement of Charges.**

1. Before taking a disciplinary action, the Fire Chief shall provide the individual a written Statement of Charges that discloses:
 - A. the proposed disciplinary action;
 - B. the specific reasons for the proposed disciplinary action, including the dates, times, and places of events and names of others involved, if known, as appropriate;
 - C. that the individual may respond orally, in writing, or both;
 - D. to whom to direct any response;
 - E. the deadline for submitting a response (at least 15 County business days); and
 - F. that the individual may be represented by another when responding to the Statement of Charges.

A copy of the statement of charges shall be forwarded to the LFRD President or designee. The Fire Chief will employ reasonable means to ensure the individual receives the statement of charges.

2. The Fire Chief must allow the individual at least 15 County business days after receiving the Statement of Charges to respond.
3. If the individual responds to the Statement of Charges, the Fire Chief must consider the response, and decide whether to:
 - A. proceed with the proposed disciplinary action;
 - B. not take any disciplinary action;
 - C. take a different disciplinary action; or
 - D. remand to the LFRD.
4. If additional information is obtained and developed during this process before a Notice of Disciplinary Action is issued, the Fire Chief may issue a new Statement of Charges if the Fire Chief determines that a more severe disciplinary action other than that stated in the original Statement of Charges is appropriate.

5. In the event the Fire Chief proposes a disciplinary action and after a statement of charges is issued per the procedures listed above, but before the notice of disciplinary action is issued, the parties may voluntarily agree to a Pre-Disciplinary Settlement Conference. The Fire Chief or his/her designee and his/her representative and the individual and his/her representative shall attend such conference. The parties shall discuss the individual's response to the statement of charges and the possibility of resolution. Settlement discussions are confidential. If the parties agree to a settlement and discipline is included in that settlement, the Notice of Disciplinary Action shall be issued and no appeal may be filed.
- b. **Notice of Disciplinary Action.** If the Fire Chief determines to proceed with discipline, and after following section 5 (a) (1) – (4), the Chief must issue a Notice of Disciplinary Action. A Notice of Disciplinary Action must include:
1. the type of disciplinary action that will be taken;
 2. the date on which the disciplinary action will take effect;
 3. the specific reasons for the disciplinary action, including dates, times, places, and names of others involved, if known, as appropriate;
 4. whether the individual responded to the Statement of Charges, and whether the response, if any, influenced the decision on the disciplinary action;
 5. notice of the right to appeal the disciplinary action to the Fire and Rescue Commission (FRC); and
 6. the deadline for filing a FRC appeal.

A copy of the notice of disciplinary action shall be forwarded to the LFRD President or designee.

Section Six. Immediate Removal of LFRD Volunteer. Per Section 21-3(g) of the Montgomery County Code, the Fire Chief may immediately relieve a volunteer from duty and prohibit their presence at any MCFRS premises or activity. The Chief must not take any action involving a volunteer of a local department, except when the Chief finds that immediate action is required to protect the safety of the public or any employee or volunteer, unless the Chief finds that the local department has not satisfactorily resolved the problem in a timely and effective manner. Where the Fire Chief exercises such authority, the Fire Chief or his/her designee shall notify the LFRD President or designee in writing within 24 hours of taking such action and include a reason for the Chief's action.

Section Seven. Resignation after Disciplinary Action is Initiated. If an individual resigns after disciplinary action has been initiated, the Fire Chief may keep a record of

the individual's separation and its circumstances and indicate on the individual's separation papers that:

- a. disciplinary action is pending, including the Fire Chief's determination of the appropriate disciplinary action, if any;
- b. the individual will be issued a notice of disciplinary action upon reinstatement to any position within MCFRS without right of appeal.

Section Eight. Appeals of certain disciplinary actions. Per Chapter 21-7 of the Montgomery County Code, a volunteer firefighter or rescuer aggrieved by an adverse final action of the Fire Chief involving the removal, demotion, or suspension of, or other disciplinary action applied specifically to, that individual may appeal the action within 30 days after the action unless another law or regulation requires that an appeal be filed sooner, to the Fire and Rescue Commission. An appeal must not stay the disputed action. A volunteer at a local fire and rescue department may appeal a decision of the Fire and Rescue Commission concerning a specific personnel action, or the failure to take any such action, to the Merit System Protection Board as if the appellant were a County merit system employee. Any aggrieved party may appeal the decision of the Board to any court with jurisdiction under the rules governing appeals from administrative agencies, and may appeal any adverse decision of that court to the Court of Special Appeals. Further, all provisions of Chapter 21-7 are hereby retained in full force and effect.

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.

Article 8

CONTRACT GRIEVANCE PROCEDURE

Section One. A grievance is any complaint by the Association arising out of a misinterpretation, application, or violation of this agreement. However, Article 7, Disciplinary Action Procedures for Volunteers, is the exclusive procedure for any appeal of disciplinary action.

Section Two. Except as described in Section One above, this Article shall be the exclusive procedure for the hearing of any grievance and the exclusive remedy for any grievance. Relief that is granted at any level of this procedure, as stated in any formal grievance, shall end further processing of the grievance.

Section Three.

- a. Step 1: Except in circumstances involving LOSAP, a written grievance must be presented by the Association within thirty (30) calendar days of the date the aggrieved knew or, with reasonable diligence, should have known of the event giving rise to the grievance. The Fire Chief, or his designee, and representatives of the Association shall discuss the grievance within twenty (20) calendar days after it is presented to the Fire Chief. The Fire Chief shall respond in writing to the grievance within twenty (20) calendar days of the meeting.
- b. Step 2: The Association may appeal the decision of the Fire Chief to the Chief Administrative Officer (CAO) by presenting a written notice to the Office of Human Resources (OHR) within twenty-one (21) calendar days of the Association's receipt of the Fire Chief's decision. Upon receipt of a written appeal from Step 2, OHR shall request the services of a Federal Mediation and Conciliation Service mediator. Such mediation services are provided at no cost to the parties. Any mediated resolution shall be reduced to writing.
- c. Step 3: If the grievance is not resolved through mediation within sixty (60) days from the notice to OHR, the Association may invoke arbitration by presenting a written notice to OHR within sixty (60) calendar days of the conclusion of the mediation. The parties shall mutually agree upon a panel of at least three arbitrators. The cost of arbitration shall be shared equally by the parties. The arbitrator shall issue a decision within thirty (30) days from the date of the arbitration. The arbitrator must not add to, subtract from, or change the terms of this agreement. Further, except in circumstances involving LOSAP, the arbitrator must not award retroactive relief for more than one-hundred eighty (180) calendar days prior to the date a grievance was submitted at Step I. The parties agree that the arbitrator's decision shall be final, binding, and enforceable in a court of competent jurisdiction.

Article 9

VOLUNTEER RECORDS

Section One. County Volunteer Records. The Office of Human Resources must keep the County volunteer file for each volunteer. The County volunteer file must not contain any information about a volunteer's physical or psychological condition.

The documents in the County volunteer file are limited to:

- a. standard membership form;
- b. membership history, including personnel action forms;

- c. member identifying information and emergency contact information;
- d. other records related to LOSAP and other benefits;
- e. education records necessary to administer the contract, but not routine training records.

Section Two. MCFRS Operating Record.

- a. The Fire Chief or designee may maintain an operating record. The operating record must not contain any information about a volunteer's physical or psychological condition.
- b. The operating record may include records of a volunteer's training, including selection for training or apprenticeship, for the entire period of a volunteer's service for the County and must be kept for 6 months after the volunteer separates from MCFRS volunteer service.
- c. The documents in the MCFRS operating record are limited to:
 - 1. home address and phone number;
 - 2. current volunteer assignment, which may include the assignment description and location;
 - 3. emergency contact information; and
 - 4. training records;
- d. disciplinary actions as a result of discipline taken by the Fire Chief or disciplinary actions taken by a LFRD in the case of serious violations; and
- e. documents from health care providers that involve restriction or clearance for duty.

Section Three. Medical Records.

- a. The OHR Director must maintain the medical record of each volunteer.
- b. The OHR Director must limit the medical record of a volunteer to:
 - 1. County medical examination records;
 - 2. Records obtained or received from a health care provider;
 - 3. A medical waiver or release signed by the volunteer;

4. A request by the LFRD Chief or designee or the Fire Chief or designee for an additional or special medical examination and the record of an action taken in response to the request;
 5. Result of a medical test, examination, or procedure; and
 6. Information provided by the volunteer or other person that relates to the health or health care of the volunteer.
- c. Medical records are confidential. OHR must maintain medical records in a secure location *apart from other volunteer records*.
 - d. A volunteer's medical record is confidential and is available on a need-to know basis to:
 1. the CAO or designee;
 2. the OHR Director and designated staff;
 3. the County Attorney and designated staff;
 4. Workers' Compensation administrators (only if a claim is filed).

No medical information shall be released to anyone who is not listed in (D) above unless the volunteer has provided a signed authorization, unless otherwise authorized by law.

Section Four. Access to Volunteer Records. The County volunteer file and the MCFRS operating record are confidential and are available on a need-to-know basis to:

1. the LFRD Chief or designee or the Fire Chief or designee;
2. the CAO or designee;
3. the OHR Director and designated staff;
4. the County Attorney and designated staff.

Section Five. File Access Log. A log will be maintained in the County volunteer file, MCFRS operating record, and medical record, regardless of the medium or format in which these records are maintained. The logs kept must record the names of all persons who review this file, the purpose of review, and each date when the file is reviewed. However, the custodian of files or records, and all employees supervised by the custodian who perform authorized personnel administrative functions, are not required to make entries in a log when they access a volunteer file or record.

Section Six. Examination and Review. A volunteer, upon presenting identification, shall be permitted by appointment to examine and copy his/her complete County volunteer file, MCFRS operating, or medical record. The volunteer shall indicate in writing, to be placed in his/her file, that he/she has examined the same. The custodian of

medical records may determine, consistent with State law, that certain medical information will only be released to the physician or attorney of the volunteer upon receipt of a signed release from the volunteer. Medical records will be maintained in accordance with Section Three of this Article. The County may retain and store records in various formats, including as electronically imaged documents. Confidentiality must be maintained and assured in all formats. Unless otherwise expressly set forth in Sections One through Six, no other documents or information may be placed or maintained in the County volunteer file, MCFRS operating record, or medical file.

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 over the course of the agreement. The volunteer must utilize the services of the provider recommended by FROMS, if any.

Section Two. In the event of an active volunteer's death in the line of duty, the designated beneficiary, beneficiaries or estate must receive the following lump sum payments: Immediate payment of \$15,000 toward funeral expenses. The County will pay an additional amount, not to exceed \$15,000, in funeral expenses to the designated beneficiary to cover funeral costs not reimbursed by the State of Maryland. Such payment shall be in addition to any benefit or other payment received under LOSAP, if any.

Article 11

UNIFORMS AND EQUIPMENT

In order to qualify to be issued one winter coat by the Department, a volunteer must be an "active volunteer" as defined in Section 21-21(a) of the Montgomery County Code.

In the event a volunteer no longer qualifies for a winter coat, the appropriate LFRD shall be responsible for collecting the coat and returning such to the Department. Failure of the LFRD to return coats or make its best efforts to return coats to the Department will disqualify the LFRD and its active volunteers from receiving coats under this Article.

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 1st;

OR

(2) a nominal fee of three hundred (\$300.00) dollars each June 1st 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.

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.

Article 14

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 15

DURATION OF AGREEMENT

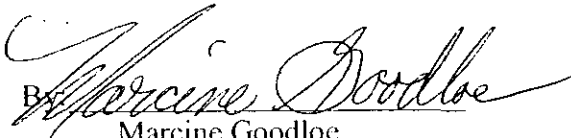
This agreement shall be effective on April 1, 2007 and shall expire on June 30, 2008.


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

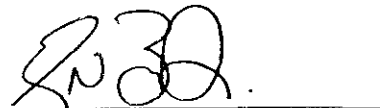
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives this ___ day of October 2006.

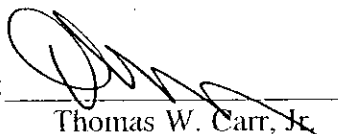
MONTGOMERY COUNTY VOLUNTEER
FIRE RESCUE ASSOCIATION

MONTGOMERY COUNTY,
MARYLAND

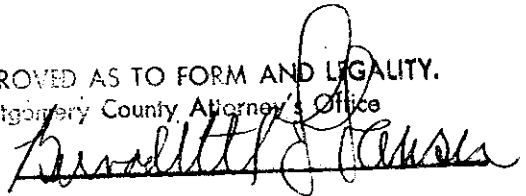
By: 
Marcine Goodloe
President

By: 
Douglas M. Duncan
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

October 10, 2006

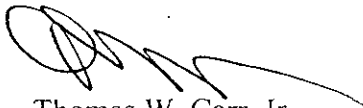
Marcine Goodloe
President
MCVFRA

Dear President Goodloe:

The Montgomery County Code, section 21-6 authorizes the Local Fire and Rescue Departments ("LFRD") to appoint a representative to negotiate with the Montgomery County Fire Chief concerning matters subject to negotiation. The MCVFRA is the recognized authorized representative of the LFRDs.

On July 1, 2007, the County agrees to transfer \$185,000 to the MCVFRA. 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 provide the Fire Chief or his designee with a quarterly accounting detailing the expenditure of said funds. The Fire Chief also agrees to continue to provide the Association the use of the Chevrolet SUV vehicle currently in use by the Association per past practice.

Sincerely



Thomas W. Carr, Jr.
Fire Chief