WASHINGTON COUNTY, MARYLAND
VOLUNTEER LENGTH OF SERVICE AWARD PROGRAM

Effective as of July 1, 1998

Adopted by Board of County Commissioners
On September 26, 2000

Amended by Board of County Commissioners
On December 18, 2007 with Amendments
effective January 1, 2007.
WASHINGTON COUNTY, MARYLAND
VOLUNTEER LENGTH OF SERVICE AWARD PROGRAM

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WASHINGTON COUNTY, MARYLAND
VOLUNTEER LENGTH OF SERVICE AWARD (LOSAP)

Effective as of July 1, 1998

ARTICLE I
INTRODUCTION AND PURPOSE OF PLAN

1.1 ESTABLISHMENT OF PLAN. Washington County, Maryland (the "County") hereby establishes the Washington County, Maryland Volunteer Length of Service Award Program (the "Plan"), effective as of July 1, 1998. The Plan shall be maintained for the exclusive benefit of Eligible Volunteers who are active members of one or more Washington County fire, rescue, or emergency medical services, or support organizations approved by the Washington County Board of County Commissioners. The Plan is intended to comply with the length of service award plan requirements under section 457 (e) (11) of the Internal Revenue Code of 1986, as amended, and regulations thereunder, and with the length of service award program requirements under the Maryland State Income Tax Subtraction Modification Program (Md. Tax Gen. Code Annotated section 10-208 (I-1)), as amended, and regulations thereunder.

1.2 PURPOSE OF PLAN. The purpose of this Plan is to provide Eligible Volunteers who become covered under the Plan with retirement, disability, and death benefits Participation in this Plan shall not be construed to establish or create an employment contract between any Eligible Volunteer and the County.

1.3 FALSIFICATION OF INFORMATION. Any person who knowingly makes or causes any false statement or report to be made in any application or in any document required under this Plan may be subject to a fine of $1,000 under the Maryland Tax-Gen. Code Annotated section 10-208. Any person who knowingly makes or causes any false statement or report to be made regarding any application, document, or other reporting required under this Plan shall be subject to loss of benefits accrued as a result of the false statement or report and shall also be subject to loss of all possible future benefits under the Plan subsequent to the date of the false statement or report.

ARTICLE II
DEFINITIONS

Whenever used in the Plan, the following terms shall have the meanings as set forth in this Article unless a different meaning is clearly required by the context.

2.1 ACTIVE VOLUNTEER means an Eligible Volunteer who earned at least fifty (50) points in the prior Service Year under the Point System established pursuant to Article VI.
2.2 **ACTIVE LOSAP SERVICE CREDIT** means credit for a Service Year in which the volunteer is classified as an Active Volunteer (i.e., the volunteer has accumulated a minimum of fifty (50) points under the Point System established pursuant to Article VI).

2.3 **ACTUARIAL (LY) EQUIVALENT OR EQUIVALENT ACTUARIAL VALUE** means the dollar value of any benefit on a specified date.

2.4 **ADMINISTRATOR** means the individual or committee responsible for administration of the Plan pursuant to Article VII.

2.5 **BENEFICIARY(IES)** means the person, person(s), or legal entity entitled to receive benefits under this Plan which become payable in the event of the Participant’s death. A Participant’s Beneficiary(ies) under the Plan shall be the Participant’s spouse, if then living, but otherwise shall be the Participant’s then living children under the age of eighteen (18), if any, per capita.

2.6 **BOARD OF COMMISSIONERS** means the Board of Commissioners of Washington County, Maryland.

2.7 **BREAK(S) IN SERVICE** shall occur in any Service Year in which an Eligible Volunteer is not classified as an Active Volunteer (i.e., is an Inactive Volunteer).

2.8 **CODE** means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

2.9 **COMPANY** means a bona fide County fire, rescue or emergency medical services organization participating under the Plan.

2.10 **COUNTY** means Washington County, Maryland.

2.11 **ELIGIBLE VOLUNTEER.** An individual is an Eligible Volunteer fire, rescue or emergency medical services member for the purpose of this Plan if the individual:

   (a) is a member of a bona fide Washington County fire, rescue or emergency medical services organization

   (b) serves in a volunteer capacity without compensation, except nominal expenses or meals;

   (c) has at any time earned a minimum of (1) point under the Point System established pursuant to Article VI; and

   (d) is sixteen (16) years of age or older, or has earned at any time a minimum of (1) point under the Point System established pursuant to Article VI prior to reaching the age of sixteen (16) years.\(^1\)

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\(^1\) The intent of 2.11(d) is that a person is generally not to be considered an Eligible Volunteer until the person reaches
2.12 **INACTIVE VOLUNTEER** means an Eligible Volunteer who did not earn a minimum of fifty (50) points in the prior Service Year under the Point System established pursuant to Article VI.

2.13 **MARYLAND CODE** means the Annotated Code of Maryland, as amended, and the regulations thereunder.

2.14 **NORMAL BENEFIT ELIGIBILITY AGE** means age sixty-two (62).

2.15 **PARTICIPANT** means an Eligible Volunteer who participates in the Plan as provided in Article 3, a Retired Volunteer receiving benefits under Section 4.2, or an Active Volunteer receiving Disability benefits under Section 4.5.

2.16 **PHOTO TEAM MEMBER** means any member of the Photo Team Committee of the Washington County Volunteer Fire and Rescue Association.

2.17 **PLAN** means the Washington County, Maryland Volunteer Length of Service Award Program as it may be amended from time to time.

2.18 **PLAN COMMITTEE (OR COMMITTEE)** shall be composed of seven members: County Commissioner, County Administrator, Human Resources Director, Director of Budget & Finance, Director of Emergency Services, County Attorney or designee, and the two (2) County Points Coordinators of the Washington County Volunteer Fire & Rescue Association, or their designee.

2.19 **POINT SYSTEM** means the Washington County Point System established under Article VI of the Plan.

2.20 **RETIRED VOLUNTEER** means an Eligible Volunteer currently receiving benefits under Sections 4.2 of the Plan.

2.21 **SERVICE YEAR** means the calendar year.

**ARTICLE III**

**ELIGIBILITY**

3.1 **ELIGIBILITY.** Each Eligible Volunteer shall be eligible to participate in the Plan.

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the age of 16. However, a person who has earned at least 1 LOSAP point prior to December 18, 2008 shall be considered and shall continue to be considered an Eligible Volunteer irrespective of age if all other 2.11 criteria are met.
ARTICLE IV
BENEFITS

4.1 BENEFITS UNDER THE PLAN. No benefits under the Plan shall be paid prior to January 1, 2007.

4.2 BENEFIT ELIGIBILITY.

(a) Normal Eligibility Benefit. Effective January 1, 2007, an Active Volunteer who has (1) attained Normal Benefit Eligibility Age and (2) completed a minimum of twenty-five (25) years of Active LOSAP Service Credit, shall receive until his or her date of death a monthly benefit payment of two hundred dollars ($200), or may elect such Actuarially Equivalent alternate form of benefit as may be available under Section 4.4 of the Plan. Benefit payments shall begin on January 1 coincident with or next following the date on which the Active Volunteer meets the eligibility criteria under this Section and shall be made directly to the Active Volunteer.

(b) Supplemental Benefit. Effective January 1, 2007, in addition to the benefit provided under Section 4.2 (a) above, the Active volunteer shall receive until his or her date of death and additional monthly benefit payment of fifteen dollars ($15) for each additional year of Active LOSAP Service Credit in excess of twenty-five (25) years, not to exceed a combined monthly payment under Sections 4.2 (a) and (b) of three hundred and fifty dollars ($350), or, if elected under Section 4.2 (a) above, shall receive the Actuarially equivalent form of benefit elected under Section 4.2 (a) above. Any benefit payments under this Section 4.2 (b) shall begin on or about the January 1 coincident with or next following the Active Volunteer’s completion of each such additional year of Active LOSAP Service Credit in excess of twenty-five (25) years.

(c) Age 70 Benefit Eligibility. Effective January 1, 2007, an Active Volunteer who attains age seventy (70), but has not been credited with twenty-five (25) or more years of Active LOSAP Service Credit, shall receive until his or her date of death a monthly benefit payment equal to A multiplied by B, where A equals the Active Volunteer’s number of years of Active LOSAP Service Credit and B equals eight dollars ($8), or may elect such Actuarially Equivalent alternative form of benefit as may be available under Section 4.4 of the Plan.

Following the Active Volunteer’s attainment of age seventy (70), benefit payments under this Section shall begin on or about the January 1 coincident with or next following the date on which the Active Volunteer meets the eligibility criteria under this Section and shall be made directly to the Active Volunteer.

Notwithstanding the preceding, if an Active Volunteer receiving benefits under this Section 4.2 (c) subsequently becomes eligible for benefits under Section 4.2 (a) of the Plan (i.e. is credited with twenty-five (25) or more years of Active LOSAP Service Credit), benefit payments under Section 4.2 (c) shall cease and the Active Volunteer’s benefit shall be determined under Sections 4.2 (a) and (b) of the Plan.

(d) Code section 457 (c) (11) limitation. Notwithstanding any provision of this Plan to the contrary, the aggregate amount of length of service award accruing under the Plan for
any Eligible Volunteer with respect to any Service Year shall not exceed three thousand dollars ($3,000), as provided under Code section 457 (e) (11) (B) (ii).

4.3 DEATH BENEFITS.

(a) Death Prior to Commencement of Benefits. If an Active Volunteer who has (1) attained Normal Benefit Eligibility Age and (2) completed a minimum of twenty-five (25) years of Active LOSAP Service Credit, dies prior to commencement of benefits under the Plan, a "Survivor Benefit" shall be paid to the Active Volunteer's Beneficiary(ies). The Survivor Benefit shall be a monthly benefit payment equal to (A) plus (B) where: (A) equals one hundred and fifty dollars ($150); and (B) equals (i) the deceased Active Volunteer's number of years of Active LOSAP Service Credit in excess of twenty-five (25) years, multiplied by (ii) eleven dollars and twenty-five cents ($11.25), not to exceed a total monthly benefit payment of two hundred and sixty two dollars and fifty cents ($262.50) (i.e., seventy-five percent (75%) of the retirement benefit which would have been paid to the Active Volunteer under Sections 4.2 (a) and (c) above).

Any such Survivor Benefit paid to the Participant’s spouse shall terminate upon the death or remarriage of the spouse. Upon the death or remarriage of the spouse, the Survivor Benefits shall cease and shall not be paid further to the child(ren) of the Participant. Any such Survivor Benefit paid originally to a Participant’s child(ren) shall terminate with respect to each such child upon the earliest of the following: the death of the child; the marriage of the child; or the child’s attainment of age eighteen (18). Upon the termination of such Survivor Benefits to a child, the amount paid to another child shall not be increased as a result of the termination.

(b) Death After Benefits Begin. If the Participant dies while receiving benefits under Section 4.2 of the Plan, the remaining interest, if any, shall be distributed pursuant to the form in which the Participant’s interest was being paid prior to the Participant’s death.

(c) Burial Benefit. In the event of an Eligible Volunteer’s death, irrespective of whether the Eligible Volunteer is married or not, or whether the Eligible Volunteer has children or not, the Plan shall pay burial benefit of four thousand dollars ($4,000) to the surviving spouse, any surviving child(ren), or the estate of the Eligible Volunteer, at the discretion of the Plan Administrator, to be used solely for burial, cremation and/or funeral expenses if:

(i) the Eligible Volunteer’s death occurs during the course of his or her service as a volunteer, while actively engaged in providing volunteer services, and the Eligible Volunteer’s death is the direct result of providing such volunteer services (i.e., the Eligible Volunteer dies “in the line of duty”), as determined by the Administrator in its sole and absolute discretion;

(ii) the Eligible Volunteer’s death occurs on or after January 1, 2000; and

(iii) the estate of the Eligible Volunteer provides proof of such costs or payments made to the satisfaction of the Human Resources Director of Washington County. At its discretion, the Department of Human Resources of Washington may pay such costs directly to a
service provider.

Any such benefit shall be paid without regard to the Active Volunteer’s length of service or attainment of Normal Benefit Eligibility Age.

4.4 **FORMS OF BENEFIT.**

(a) **Normal Form of Benefit.** A Participant’s normal monthly benefit payment, if any, as determined under Section 4.2, shall be paid for the Participant’s lifetime. Upon the Participant’s death, all payments shall cease.

(b) **Actuarial Equivalent Value Options.** In lieu of receiving the monthly benefit payment provided in Section 4.2 above, a Participant may elect (as provided in (d), below) to receive his or her Plan benefit payable in accordance with one of the following options, which options are Actuarially equivalent to the benefit to which the Participant was entitled under Section 4.2. The options available to a Participant are a joint and 50%, 75%, or 100% survivor annuity. Notwithstanding the proceeding, any such joint and survivor annuity shall be payable only to the Participant’s Beneficiary(ies), as defined under Section 2.5 of the Plan.

(c) **Lump Sum.** A Participant may not elect to receive his/her benefit in the form of a lump sum payment.

(d) **Election of Options.** An election of an optional benefit form under Section 4.4 (b) above must be in writing (on a form provided by the Administrator) filed with the Administrator prior to the commencement of benefit payments. If no election is made, then the normal form of benefit in Section 4.4 (a) will be deemed to have been elected by the Participant. Once an election of an optional benefit form has been made and filed with the Administrator or has been deemed to have been made, and unless it is rescinded or changed before the commencement of benefit payments or before the purchase of an annuity that will pay the Participant’s benefits, it cannot be rescinded or changed by the Participant.

4.5 **SERVICE CONNECTED DISABILITY BENEFIT.** An Eligible Volunteer shall be eligible to receive for the duration of his or her Disability, a monthly benefit payment of two hundred dollars ($200), and/or such additional benefit(s) to which he or she may be entitled under the Plan (e.g., Burial Benefit), if he or she:

(a) is not eligible for retirement benefits under Section 4.2; and

(b) becomes disabled, as defined below, on or after January 1, 2007; and

(c) such Disability occurs during the course of his or her service as a volunteer and while actively engaged in providing volunteer services (i.e., the Eligible Volunteer becomes Disabled “in the line of duty”) (as determined by the Administrator in its sole and absolute discretion).

Any such benefit shall be paid without regard to the Eligible Volunteer’s length of service or
attainment of Normal Benefit Eligibility Age. Benefit payments shall begin on the first day of this first month coincident with or next following the date on which he or she is classified as Disabled.

An Eligible Volunteer shall be classified as “Disabled” if he or she establishes to the satisfaction of the Administrator that he or she is unable to engage in any substantially gainful activity because of a medically determinable physical or mental impairment which can be expected to result in death or to be of long and indefinite duration and which constitutes total disability for purposes of Social Security benefits. Evidence of Disability shall include the certificate of a competent licensed physician selected by the Eligible Volunteer and approved by the Administrator which confirms that the Eligible Volunteer Disabled as defined herein.

4.6 **NON-SERVICE CONNECTED DISABILITY.** An Eligible Volunteer shall be eligible to receive the balance of their 50 points for the year that they become disabled and 50 points for each following year in which the participant is disabled if he or she:

(a) is not eligible for retirement benefits under Section 4.2; and

(b) was an active volunteer at the time of disability, as defined under Section 2.1; and

(c) has at least 12 or more years of LOSAP service; and

(d) the disability was not incurred while actively engaged in providing Fire/EMS Services; and

(e) the volunteer has been approved for Social Security Disability payments.

Evidence of Disability shall include the certificate of a competent licensed physician selected by the Eligible Volunteer and approved by the Administrator, as well as documentation verifying approval for Social Security Disability benefits.

Non-service connected disability credit shall continue until the participant is no longer considered eligible for Social Security disability benefits, until he/she has accumulated a total maximum of 25 years of LOSAP service credit, or he/she attains the age of 62, whichever is earlier.

4.7 **PAYMENTS TO MINORS AND INCOMPETENTS.** If the Administrator shall receive evidence satisfactory to it (a) that a Participant or Beneficiary entitled to receive any benefit under this Plan is, at the time when such benefit becomes payable, a minor, or is physically or mentally incompetent to receive such benefit and to give a valid release therefor, (b) that another person or an institution is then maintaining or has custody of such Participant or Beneficiary, and (c) that no guardian, committee or other representative of the estate of such Participant or Beneficiary has been duly appointed, the Administrator may make payment of the benefit otherwise payable to such Participant or Beneficiary to such other person or institution, including a custodian under a Uniform Gifts to Minors Act or corresponding legislation (who shall be an adult, a guardian of the minor or a trust company), and the release given by such other person or institution shall be a
valid and complete discharge for the payment of such benefit.

4.8 **MISSING PARTICIPANTS.** The Administrator shall make a reasonable effort to locate all persons entitled to benefits under the Plan. Should the Administrator be unable to locate any person entitled to benefits, such benefits shall be payable to such person at any future date that such person is located by the Administrator. Before the Administrator can deem that a person cannot be located, the Administrator shall send a certified letter to such person at his or her last known address advising the person that benefit payments shall be suspended unless the person responds to such certified letter.

4.9 **COMPLETION OF SERVICE REQUIREMENT PRIOR TO NORMAL BENEFIT ELIGIBILITY AGE.** Effective on or after January 1, 2007, in the event an Eligible Volunteer is credited with twenty-five (25) years of Active LOSAP Service Credit prior to attaining Normal Benefit Eligibility Age, the volunteer shall be eligible to receive benefits under Section 4.2 on the date he or she attains age sixty-two (62).

**ARTICLE V**
**PLAN FUNDING**

5.1 **FUNDING.** The Plan shall be funded by a means set forth by the Board of Commissioners.

**ARTICLE VI**
**WASHINGTON COUNTY POINT SYSTEM**

6.1 **RECORDKEEPING.**

(a) **Volunteer Company Responsibility.** It shall be the responsibility of each participating Volunteer Company to:

(i) maintain complete and accurate membership records on all Company volunteers, including, but not limited to, the volunteer’s full name, address, entry date, social security number, date of birth, and total Service Years; and

(ii) maintain accurate hourly time information on all Company volunteers participating in the point system; and

(iii) appoint a LOSAP Coordinator (the “Coordinator”) and the Alternate (the “Alternate”), who must be sworn-in by the Circuit Court of Maryland; and

(iv) report the names and phone numbers of the Coordinator and Alternate to the LOSAP Committee of the Washington County Volunteer Fire & Rescue Association, Inc. (the “Association”) each Service Year or whenever a vacancy is filled; and
provide each Eligible Volunteer with approved certification to obtain benefits; and

post, in a prominent location in the Company facility, a monthly report of Points awarded to each Eligible Volunteer; and

submit detailed and accurate quarterly and annual records for each member of the Company on approved forms prescribed by the Association and submitted with such frequency and subject to such rules as the Association may establish; and

on or before each January 15 of each Service Year, furnish to LOSAP Committee of the Association a detailed list, in the format prescribed by the Association, certifying all Eligible Volunteers of the Company who have qualified as Active Volunteers for the prior Service Year, including, but not limited to the members’ names, ages and previous credits earned and providing a report as to which Eligible Volunteers are administrative personnel and which Eligible Volunteers are operational personnel; and

to resolve all conflicts and disputes regarding the information reported within this Section 6.1 (a) within thirty (30) days and disseminate the outcome to the volunteer and the Association in writing on the forms required by the Association; and

to verify all documents submitted for the Point System.

(b) Volunteer Responsibility. It shall be the responsibility of each Eligible Volunteer to:

(i) make application to his or her volunteer Company to be included under the Washington County Point System (the “Point System”) on such forms and in such manner as may be required by the County; and

(ii) verify that he or she has been included under the Point System, and that all personal information is correct and current;

(iii) accurately complete all forms required to tabulate points and submit such forms to the Company;

(iv) verify that all points are accumulated and accounted for on a quarterly basis;

6.2 EARNING LOSAP POINTS UNDER THE POINT SYSTEM. To qualify as an Active Volunteer for each Service Year, points must be earned in at least two (2) of the seven (7) categories listed under Section 6.3 of this Article.

If an Eligible Volunteer has service in more than one Company, the Eligible Volunteer shall receive Active LOSAP Service Credit for the service in each organization provided that not more than one (1) year’s Active LOSAP Service Credit may be granted for each Service
Year of volunteer service.

6.3 SERVICE CREDIT POINTS. Points shall be credited to each Eligible Volunteer in accordance with the following:

(a) Formal Training. One half (1/2) point shall be awarded for each hour, to a maximum of twenty-five (25) points per Service Year, for the following:

(i) Maryland Fire and Rescue Institute courses;

(ii) Maryland Institute for Emergency Medical Services Systems classes;

(iii) Maryland Emergency Management Agency classes;

(iv) Municipal Training Academies;

(v) Washington County Volunteer Fire and Rescue Association classes;

(vi) National Fire Academy classes;

(vii) Emergency Management Institute classes;

(viii) approved college and university classes (coursework must be pre-approved by the LOSAP Committee of the Association);

(ix) American Red Cross classes;

(x) American Heart Association classes;

(xi) approved Maryland State Police classes (coursework must be pre-approved by the LOSAP Committee of the Association);

(xii) National Flight Paramedic Association classes;

(xiii) other approved Fire, EMS, and Rescue related courses or seminars (approved by the LOSAP Committee of the Association);

(b) Drills. One (1) point shall be awarded for each two (2) hours of training, to a maximum of twenty (20) points per Service Year, for the following:

(i) in-service type training classes.

(c) Standby. One (1) point shall be awarded for each four (4) hours on standby, to a maximum of twenty (20) points per Service Year, for the following:

(i) standby at the Station/Rostered Duty Crew, available to respond to an
alarm (standby credit to be awarded only if no credit is received for an alarm);

(ii) Company approved sleep in standby;

(iii) public service standby.

(d) Elected/Appointed Positions. Twenty-five (25) points shall be awarded for each full calendar year of service, to a maximum of twenty-five (25) points per Service Year, for the service in the following positions:

(i) Administrative Officer;

(ii) Operations Officer;

(iii) Committee or Board Chairmen;

(iv) Committee or Board Member;

(v) Fire Police (considered an appointed office for purposes of the point system and shall receive 25 points for a full year of service)

(vi) Photo Team Member (considered an appointed office for purposes of the point system and shall receive 25 points for a full year of service)

Points for meeting attendance and approved collateral duties under Sections 6.3 (e) and (g) shall not be awarded to elected or appointed officials if such meeting attendance and/or collateral duties are directly related to an official’s elected or appointed position.

(e) Meetings. One (1) point shall be awarded for each meeting attended, to a maximum of twenty-five (25) points per Service Year, for the following:

(i) Company meetings;

(ii) County Association meetings;

(iii) Maryland State Firemen’s Association meetings;

(iv) Committee or Board Meetings of the Company, County, or Maryland State Firemen’s Association.

(f) Alarms. One (1) point shall be awarded for each response to an alarm, to a maximum of forty (40) points per Service Year, for the following:

(i) Alarm Response;

(ii) Station Response during an Alarm.
(g) Approved Collateral Duties. One (1) point shall be awarded for each three (3) hours of service, to a maximum of twenty-five (25) points per Service Year, for the following:

(i) any approved fund raising project;
(ii) approved fire prevention activities;
(iii) administrative duties;
(iv) computer data entry;
(v) computer programming;
(vi) computer maintenance;
(vii) apparatus/equipment maintenance;
(viii) approved work detail.

6.4 CREDIT FOR SERVICE AFTER JANUARY 1, 1996 BUT PRIOR TO JANUARY 1, 2000

(a) In order to provide Active LOSAP Service Credit for Service Years prior to the Effective Date of the Plan, but after January 1, 1996, each Company shall review the monthly and annual records for each member of the Company as reported to the LOSAP Committee of the Association for each such Service Year. The volunteer shall receive one (1) year of Active LOSAP Service Credit toward eligibility for benefits for each Service Year in which the volunteer was credited with fifty (50) or more points and was classified by the Association as an Active Volunteer. In making this analysis, the standards for active service in this Plan shall be used as guidelines. Approval for each year of Active LOSAP Service Credit shall be certified by the Executive Officer(s) and the LOSAP Coordinator of the Eligible Volunteer’s Company (as designated under Section 6.1 (a) (iv)).

(b) If an Eligible Volunteer has service in more than one Company, the Eligible Volunteer shall receive Active LOSAP Service Credit for the service in each organization provided that not more than (1) year’s Active LOSAP Service Credit may be granted for each Service Year of volunteer service.

NOTE: The WCVFRA LOSAP Committee completed this process with the deadline for appeal being June 30, 1999. The process for verifying past credited service is now complete.
6.5 CREDIT FOR SERVICE PRIOR TO JANUARY 1, 1996.

(a) In order to provide Active LOSAP Service Credit for service prior to January 1, 1996, each Company shall review its past and present membership rosters to determine the number of years of Active LOSAP Service Credit to which each Eligible Volunteer is entitled. In making this analysis, the standards for active service shall be used as guidelines. Approval for each year of Active LOSAP Service Credit shall be certified by the Executive Officer(s) and the LOSAP Coordinator of the Eligible Volunteer’s Company (as designated under Section 6.1(a) (iv)).

(b) If an Eligible Volunteer has service in more than one Company, the Eligible Volunteer shall receive Active LOSAP Service Credit for the service in each organization provided that not more than one (1) year’s Active LOSAP Service Credit may be granted for each Service Year of volunteer service.

(c) Any individual who can document Active Volunteer service prior to January 1, 1996, will receive credit for Active Volunteer service toward eligibility for benefits, as set forth above. Any such service credit shall be limited to a maximum of twenty (20) years.

If records are unavailable, the certification of the Eligible Volunteer’s Active LOSAP Service Credit may be made by the Company after thorough investigation, and on the best information, knowledge and belief of the Executive Officers of the Company. The Executive Officers and the LOSAP Coordinator for each volunteer Company must certify that the individual was an Active Member for each Service Year for which the individual seeks prior service credit.

NOTE: The WCVFRA LOSAP Committee completed this process with deadline for appeal being June 30, 1999. The process for verifying past credited service is now complete.

ARTICLE VII
ADMINISTRATION

7.1 PLAN ADMINISTRATOR. The Plan Committee as defined in Article 2, Section 2.17 shall be the Plan Administrator. Members of the committee, if otherwise eligible, may participate in the Plan, but shall not be entitled to make decisions solely with respect to his or her own participation. Such decisions shall be made by the Board of Commissioners.

7.2 POWERS AND RESPONSIBILITIES. The Administrator shall have the following powers and responsibilities:

(a) Under advice of counsel, who may be counsel to the County or counsel of its own selection, construing the Plan, and remedying any ambiguities, inconsistencies, or omissions.

(b) Determining all questions relative to the eligibility of volunteers to be Participants and the benefits of Participants or Beneficiaries.
(c) Establishing, interpreting, amending, and revoking reasonable rules for the administration of the Plan.

(d) Maintaining appropriate records relating to Participants and their Beneficiaries.

(e) Delegating ministerial duties and employing such outside professionals as may be required for prudent administration of the Plan.

(f) Preparing and filing such reports with respect to the Plan as may be required by law.

(g) Performing other duties necessary for the administration of the Plan which appear to the Administrator to be necessary or appropriate in order properly to administrator and operate the Plan.

The Administrator shall discharge its duties for the exclusive purpose of providing benefits hereunder and defraying the reasonable expenses of operating the Plan and with the skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

In carrying out its duties herein, the Administrator shall have discretionary authority to exercise all powers and to make all determinations, consistent with the terms of the Plan, in all matters entrusted to it, and its determinations shall be given deference and shall be final and binding on all interested parties.

7.3 ADVICE. The Administrator may secure specialized advice or assistance as it deems necessary or desirable in connection with the administration and operation of the Plan and shall be entitled to rely conclusively upon, and shall be fully protected in any action or omission taken by it in good faith reliance upon, any advice or opinion so obtained.

7.4 DELEGATION. The Administrator shall have the power and authority to delegate from time to time by written instrument all or any part of its duties, powers or responsibilities under the Plan, both ministerial and discretionary, as it deems appropriate, to any person, and in the same manner to revoke any such delegation of duties, powers or responsibilities. Any action of such person in the same manner to revoke in the exercise of duties, powers or responsibilities delegated to such person shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. Further, the Administrator may authorize one or more persons to execute any certificate or document on behalf of the Administrator, in which event any person notified by the Administrator of such authorization shall be entitled to accept and conclusively rely upon any such certificate or document executed by such person as representing action by the Administrator until such third person shall have been notified of the revocation of such authority. Except to the extent required by law, the Administrator shall not be liable for any act or omission of any person to whom any duties, powers or responsibilities have been delegated have any liabilities
with respect to any duties, powers or responsibilities not delegated to such person, except to the extent required by law.

7.5 LIABILITY: INDEMNIFICATION. No member of the Administrator shall incur any liability: (i) by virtue of any contract, agreement, bond or other instrument made or executed by the member or on the member’s behalf as a member of the Administrator, (ii) for any act or failure to act, or any mistake or judgment made by the member, with respect to the business of the Plan, unless resulting from the member’s gross negligence or willful misconduct, or (iii) for the neglect, omission or wrongdoing of any other member of the Administrator or of any person employed or retained by the Administrator. The County shall indemnify and hold harmless each member of the Administrator from the effects and consequences of the member’s acts, omissions and conduct with respect to the Plan, except to the extent that such effects and consequences of the member’s own willful misconduct or gross negligence. The foregoing right to indemnification shall be in addition to such other rights as the Administrator may enjoy as a matter of law or by reason of insurance coverage of any kind. In all computations, the Administrator shall be entitled to rely fully upon data furnished by the County and upon information furnished it by or on behalf of a Volunteer or Volunteers.

7.6 COMPENSATION. The Administrator shall serve without compensation.

ARTICLE VIII DISPUTED CLAIMS PROCEDURE

8.1 DISPUTED CLAIMS PROCEDURE. Any person claiming a benefit under the Plan (a "Claimant") shall present the claim, in writing, to the Administrator and the Administrator shall respond in writing.

The written notice denying or granting the Claimant’s claim shall be provided to the Claimant within ninety (90) days after the Administrator’s receipt of the claim, unless special circumstances require an extension of time for processing the claim. If such an extension is required, written notice of the extension shall be furnished by the Administrator to the Claimant within the initial ninety (90) day period and in no event shall such an extension exceed a period of ninety (90) days from the end of the initial ninety (90) day period. Any claim not granted or denied within the period noted above shall be deemed to have been granted.

Any Claimant whose claim is denied, or deemed to be denied under the preceding sentence, (or such Claimant’s authorized representative) may, within sixty (60) days after the Claimant’s receipt of notice of the denial, or after the date of the deemed denial, request by notice given, in writing, to the Administrator. Upon such a request for review, the claim shall be reviewed by the Administrator (or its designated representative) which may, but shall not be required to, grant the Claimant a hearing. In connection with the review, the Claimant may have representation, may examine documents, and may submit issues and comments in writing.

The decision on review normally shall be made within sixty (60) days of the Administrator’s receipt of the request for review. If an extension of time is required due to special
circumstances, the Claimant shall be notified, in writing, by the Administrator, and the time limit for the decision on review shall be extended to one hundred twenty (120) days. The decision on review shall be in writing. The written decision on review shall be given to the Claimant within the sixty (60) day (or, if applicable, the one hundred twenty (120) day) time limit discussed above. If the decision on review is not communicated to the Claimant within the sixty (60) day (or, if applicable, the one hundred twenty (120) day) period discussed above, the claim shall be deemed to have been denied upon review. All decisions on review shall be final and binding with respect to all concerned parties.

ARTICLE IX
AMENDMENT OR TERMINATION OF PLAN

9.1 AMENDMENT OF PLAN. The Board of Commissioners shall have the right to amend the Plan, at any time and from time to time, in whole or in part, including, but not limited to, amending the form of benefits or increasing or reducing benefit amounts hereunder.

9.2 TERMINATION. Although the County has established this Plan with the intention and expectation to maintain the Plan indefinitely, the County may terminate or discontinue the Plan in whole or in part at any time without any liability for such termination or discontinuance. In the event of such Plan termination, benefit payments to those Participants then receiving benefit payments under the Plan shall continue. Remaining funds shall be distributed to other eligible participants on an actuarially determined basis.

ARTICLE X
MISCELLANEOUS

10.1 LIMITATION OF RIGHTS. Neither the establishment of this Plan nor any modification thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving a Participant or other person any legal or equitable right against the County except as provided in the Plan.

10.2 NO CONTRACT OF EMPLOYMENT. Nothing in this Plan shall be deemed to be an agreement, consideration, inducement or condition of employment.

10.3 LIMITATION ON ASSIGNMENT. Benefits under this Plan may not be assigned, sold, transferred, or encumbered, and any attempt to do so shall be void. A Participant’s or Beneficiary’s interest in benefits under the Plan shall not be subject to debts or liabilities of any kind and shall not be subject to attachment, garnishment or other legal process.

10.4 REPRESENTATIONS. The County does not represent or guarantee that any particular federal or state income, payroll, personal property or other tax consequence will result from participation in this Plan. A Participant should consult with professional tax advisors to determine the tax consequences of his or her participation.
10.5 **SEVERABILITY.** If a court of competent jurisdiction holds any provisions of this Plan to be invalid or unenforceable, the remaining provisions of the Plan shall continue to be fully effective.

10.6 **APPLICABLE LAW.** This Plan shall be construed in accordance with applicable federal law and, to the extent otherwise applicable and to the extent not superseded by applicable federal law, the laws of the State of Maryland.

10.7 **PAYMENT OF FEES AND EXPENSES.** Administration fees and expenses of the Plan, if any, shall be paid by the Plan.

10.8 **UNIFORMITY OF DISCRETIONARY ACTS.** Whenever in the administration or operation of the Plan discretionary actions by the County are required or permitted, such actions shall be consistently and uniformly applied to all persons similarly situated, and no such action shall be taken which shall discriminate in favor of any particular person or group of person.

10.9 **LITIGATION.** In any action of judicial proceeding affecting the Plan, it shall be necessary to join as a party only the County. Except as may be otherwise required by law, in any action or judicial proceeding affecting the Plan, no Participant or Beneficiary shall be entitled to any notice or service of process, and any final judgment entered in such action shall be binding on all persons interested in, or claiming under, the Plan.

IN WITNESS WHEREOF, this Plan has been duly executed by the County effective as of the twenty-sixth day of September 2000.

WITNESS/ATTEST

Joni L. Bittner
County Clerk

BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND

By: John F. Barr
President

Approved as to legal sufficiency:

Andrew F. Wilkinson
Assistant County Attorney
WASHINGTON COUNTY VOLUNTEER
FIRE & RESCUE ASSOCIATION

The Washington County Volunteer Fire & Rescue Association hereby certifies that the following companies and organizations, constitute the bona fide fire, rescue, emergency medical services, and support organizations in Washington County, Maryland.

First Hagerstown Hose Company
Antietam Fire Company
Independent Junior Fire Company
Western Enterprise Fire Company
South Hagerstown Fire Company
Pioneer Hook & Ladder Company
Sharpsburg Volunteer Fire Company
Williamsport Volunteer Fire Company
Clear Spring Volunteer Fire Company
Hancock Volunteer Fire Company
First Hose Company of Boonsboro
Smithsburg Volunteer Fire Company
Leitersburg Volunteer Fire Company
Funkstown Volunteer Fire Company
Potomac Valley Fire Company
Community Volunteer Fire Company of Fairplay - District 12
Maugansville Goodwill Volunteer Fire Company
Mount Aetna Volunteer Fire Company
Sharpsburg Area Emergency Medical Service
Volunteer Fire Company of Halfway
Longmeadow Volunteer Fire Company
Washington County Field Operations
Williamsport Volunteer Ambulance Service
Clear Spring Ambulance Club
Hancock Rescue Squad
Boonsboro Ambulance and Rescue Service
Community Rescue Service
Smithsburg Emergency Medical Services
Washington County Special Operations
Washington County Emergency Air Unit
Washington County Emergency Rehab Unit