

VIRGINIA FIRE PREVENTION ASSOCIATION

TRUST AGREEMENT

Revision	Section	Amendment	Date
1.0		Multiple proposed changes	5/20/2014
2.1	8.1 (L)	Deleted reference to committee funding	5/12/2015
2.2	6.3	Amended number of members for a quorum	5/12/2015
2.3	8.1 (B)	Amended number of members for Finance Committee	5/12/2015

TRUST AGREEMENT
FOR THE
VIRGINIA FIRE PREVENTION ASSOCIATION

Effective as of the 28th day of March, 2012, this Trust Agreement is made by and among **JAMES R. DAWSON** and **J. D. MITCHELL** (the “Grantors”), and **JAMES R. DAWSON, LIONEL DUCKWITZ, GEORGE HOLLINGSWORTH, J. D. MITCHELL, RAYMOND RINALDI, WILLIAM HANKS, PHILIP PAQUETTE, DAVID SEAY, DAVID DIAMANTES, JAMES BARBER, JOHN McCORMICK, JAMES RAMSEY, SCOTT JONES, RALPH PHILLIPS, FRANCIS TEEVAN, and ELAINE GALL**, or their successors (collectively, the “Trustees”).

ARTICLE 1
ESTABLISHMENT OF TRUST

The Grantors and the Trustees hereby establish this charitable trust, which will be called the **VIRGINIA FIRE PREVENTION ASSOCIATION** (the “Association”).

ARTICLE 2
TRUST ESTATE

- 2.1 TRANSFER OF PROPERTY.** The Trustees acknowledge receipt of the property described in the attached Schedule A which, together with any other property transferred to and accepted by the Trustees after the date of this Trust Agreement, will constitute the “**trust estate**” and will be administered by the Trustees as provided in this Trust Agreement.
- 2.2 RECEIPT OF ADDITIONAL PROPERTY.** The Trustees may receive and accept property, whether real, personal, or mixed, by way of gift, bequest, or devise, from any person, firm, trust, or corporation, to be held, administered, and disposed of in accordance with and pursuant to the provisions of this Trust Agreement. However, the Trustees will not accept a gift, bequest, or devise of property if it is conditioned or limited in such manner as to require the disposition of the income or its principal to any person or organization other than a “charitable organization” or for other than “charitable purposes” within the meaning of such terms as defined in Section 4.3, or if, in the opinion of the trustees, such gift, bequest, or devise will jeopardize the federal income tax exemption of the Association pursuant to section 501(c)(3) of the Internal Revenue Code (the “Code”), or the corresponding section of any future federal tax code.

ARTICLE 3
PURPOSE

3.1 PURPOSE. The Association is organized exclusively for charitable, religious, educational, and/or scientific purposes under Code section 501(c)(3). Specifically, the objectives and purposes of the Association are as follows:

- A. To promote the development and improvement of the art and science of fire prevention and inspection, and the enforcement of the various fire prevention laws and codes of the Commonwealth of Virginia and its political subdivisions;
- B. To promote and maintain a high professional standing among its members;
- C. To foster, maintain, and continue educational advancements for and among its members;
- D. To provide a media for the discussion and exchange of information concerning the methods, techniques, interpretations, and problems related to fire prevention; and
- E. To promote compliance with the Virginia Fire Prevention and Control Plan, as prepared by the Virginia Fire Services Board and the Virginia Department of Fire Programs.

3.2 LIMITATIONS ON ACTIVITIES. Despite anything to the contrary in Section 3.1:

- A. No part of the Association's net earnings or assets will, either directly or indirectly, inure to the benefit of the Grantors, the Trustees, any of the Association's employees or their families, or any private individual (except that reasonable compensation may be paid for services rendered to or on behalf of the Association, and payments and distributions may be made in furtherance of the purposes set forth in this Article 3);
- B. No substantial part of the activities of the Association will consist of carrying on propaganda or otherwise attempting to influence legislation (except as may be permitted by Code section 501(h)), and the Association will not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office, nor will the Association engage in any activities that are unlawful under applicable federal, state, or local law; and
- C. The Association will not be operated for profit, and it will not carry on any other activities not permitted to be carried on by a trust exempt from federal income tax under Code section 501(c)(3), or by a trust to which contributions are deductible under Code section 170(c)(2).

ARTICLE 4

OPERATIONS

- 4.1 DISTRIBUTIONS FOR CHARITABLE PURPOSES.** The principal and income of all property received and accepted by the Trustees will be held in trust by them. The Trustees will engage in activities that benefit or support the charitable purposes set forth in Article 3, and may make payments or distributions from income or principal, or both, to or for the use of such charitable organizations (as defined in Section 4.3(A)), in such amounts and for such charitable purposes as the Trustees select and determine from time to time. Further, the Trustees may make payments or distributions from income or principal, or both, directly for charitable purposes (as defined in Section 4.3(B)), in such amounts as the Trustees select and determine from time to time without making use of any other charitable organization.
- 4.2 DISTRIBUTIONS TO GOVERNMENTAL ENTITIES.** The Trustees also may make payments or distributions of all or any part of the Trust income or principal to states, territories, or possessions of the United States, any political subdivision of any of the foregoing, or to the United States or the District of Columbia, but only for charitable purposes (as defined in Section 4.3(B)). Income or principal derived from contributions by corporations will be distributed by the Trustees for use solely within the United States or its possessions.
- 4.3 DEFINITIONS.**
- A. References in this Trust Agreement to a “**charitable organization**” means a corporation, trust, fund, foundation, or community chest created or organized in the United States or in any of its possessions, whether under the laws of the United States, any state or territory, the District of Columbia, or any possession of the United States, organized and operated exclusively for charitable purposes, no part of the net earnings of which inures or is payable to or for the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation, and which do not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office. It is intended that the organization described in this Section 4.3(A) be entitled to exemption from federal income tax under Code section 501(c)(3), or the corresponding section of any future federal tax code.
 - B. References in this Trust Agreement to the term “**charitable purposes**” will be limited to and will include only religious, charitable, scientific, literary, or educational purposes within the meaning of those terms as used in Code section 501(c)(3), or the corresponding section of any future federal tax code, but only if such purposes also constitute public charitable purposes under the law of trusts of the Commonwealth of Virginia.

ARTICLE 5

MEMBERSHIP

- 5.1 CLASSES OF MEMBERSHIP.** The Association will have five classes of membership, as follows:

- A. **Member.** A “**Member**” is any person within the Commonwealth of Virginia whose primary duties are the prevention of loss of life and property due to fire through public education, enforcement, and application of rules and regulations. In addition, a Member is any person who meets the requirements in the previous sentence but is retired with at least 10 years of experience in the above areas, and was a Member in good standing with the Association upon his or her retirement.
- B. **Associate Member (voting).** An “**Associate Member (voting)**” is any person within the Commonwealth of Virginia whose duties, among others, include the prevention of loss of life and property due to fire through public education, enforcement, and application of rules and regulations. Associate Members (voting) enjoy all privileges of Members.
- C. **Associate Member (non-voting).** An “**Associate Member (non-voting)**” is any person, firm, company, or corporation having an interest in furthering the objectives and purposes of the Association. An Associate Member (non-voting) will not hold an elective office.
- D. **Life Member.** A “**Life Member**” will have all the rights and privileges of a Member without payment of dues or conference registration fees.
- a. “**Life membership**” will be conferred upon any Member who has served as president of the Association, and may be conferred upon any Member who either retires from his or her employment or is transferred or otherwise changes employment status to that which is not directly related to fire prevention and who has been an active Member for five or more years, and who has rendered outstanding service to the Association. Nominations for Life Member will be submitted in writing to the Board of Trustees at least 30 days prior to the Annual Meeting or Special Meeting. A favorable report of the Board of Trustees and a majority vote of the Association at the Annual Meeting or Special Meeting will be necessary to confer life membership on a Member.
 - b. Despite anything to the contrary in Section 5.1(D)(1), the 30-day requirement, favorable report of the Board of Trustees, and a majority vote of the Association is not required for Presidents leaving office. Life membership will be granted immediately to an outgoing President at the annual meeting. The outgoing First Vice President, or his or her designee, will be responsible for obtaining a life membership plaque and certificate to be presented to the outgoing President at the annual meeting. The First Vice President, Secretary, and Treasurer are authorized to sign any certificates or plaques to be presented to the outgoing President.
 - c. The change to Life Membership will be retroactive for all past presidents. This Section 5.1(D)(3) will expire and will be deleted after all past presidents are made and recognized as Life Members.

- E. **“Honorary Membership”** may be conferred upon any person as an honorarium for outstanding service to the Association. An Honorary Member will hold no elected office nor be subject to payment of dues. Nomination for Honorary Member will be submitted to the Board of Trustees in writing at least 30 days prior to an annual or special meeting. A favorable report by the Board of Trustees and a majority vote of the Association at an Annual or Special Meeting will be necessary to confer Honorary Membership on a person.

5.2 **FEES AND DUES.**

- A. The Board of Trustees will set a membership fee on an annual basis. The Board of Trustees will also have the authority to establish a multi-year membership fee.
- B. After the initial dues payment, which was paid when joining the Association, the dues/membership renewal fees will be due no later than the end of a 12-month period or no later than the end of the multi-year period as established in Section 5.2(A), based on whichever fee was paid.
- C. Any Member not paying his or her dues for a period of more than one year will be reported by the Secretary to the Board of Trustees for dismissal from membership of the Association.
- D. Members will be issued membership cards that will be dated to expire at the end of either a 12-month period or at the end of the multi-year period as established in Section 5.2(A), based on whichever fee was paid.
- E. Members that are not in good standing will be required to pay the non-member amount for conference fees. Any person arriving at an Association conference or function where he or she has paid the lower cost member fee and where the records show him or her to either be a non-member or not in good standing, such person will be required to either:
 - a. Produce a valid, unexpired Association membership card; or
 - b. Pay the difference in the member and non-member fee prior to attending the conference or function.
- F. Conference fees are non-refundable as fees charged to the Association by vendors are based on the number of people registered for conferences and functions.
- G. Members who are not in good standing will not vote at any meeting and cannot hold an elected position, be appointed as an area representative/board member, or serve as the chairperson of any committee.

5.3 **VOTING.**

- A. Members of the following classes who are in “good standing” are permitted to vote on issues concerning the Association at the Annual Meeting and any Special Meeting of the membership:
 - a. Member;
 - b. Associate Member (voting);
 - c. Life Member.
- B. A Member is in “good standing” if his or her dues have been paid in full at the time of the Annual Meeting or any Special Meeting. A Member’s good standing will be determined by the Treasurer.

ARTICLE 6 **TRUSTEES**

6.1 **TRUSTEES.** Trustees serving under this Trust Agreement and these Trustees will comprise the “**Board of Trustees.**” The Board of Trustees will consist of the following persons:

- A. President
- B. First Vice President;
- C. Second Vice President;
- D. Secretary;
- E. Treasurer;
- F. Immediate Past President of the Association;
- G. The appointed member of the Virginia Fire Services Board representing the Association will serve a 4 year term. When requested by the Secretary of the Commonwealth, the President will send 3 names for consideration to fill the vacant position by the Governor.
- H. Two Directors-at-Large; and
- I. Seven regional directors (one director from each of the Association’s seven regions, which will mirror the seven Virginia Department of Fire Programs Regions).

6.2 **VACANCY OF A TRUSTEE POSITION.** A vacancy of a trustee position by death, resignation or removal by a 2/3 vote of the remaining Board of Trustees for just cause, a

member can be appointed to fill the position by a majority vote of the current Board of Trustees until the next annual meeting, at which time the position will be filled per article 7.

- 6.3 VOTE BY TRUSTEES.** The Board of Trustees will make decisions by majority vote when a quorum of Trustees is present. Fifty percent of the current Trustees shall constitute a quorum. The Association will not be bound by any contractor agreement, written or oral, unless such agreement has been approved at an annual or special meeting of the membership or by a recorded vote of the Board of Trustees.
- 6.4 TRUSTEE VOTES.** Should any Trustee hold more than one Board position he/she shall be limited to one vote.

ARTICLE 7 **OFFICERS**

7.1 OFFICERS. The Association will have the following officers:

- A. President;
- B. First Vice President;
- C. Second Vice President;
- D. Secretary;
- E. Treasurer.

7.2 ELECTION OF OFFICERS. Officers will be elected by a majority vote of the voting membership present at the Association's annual meeting. The election of officers will be held during the business session of the annual meeting. An officer's term of office will begin on July 1 of the year of the election and run through June 30 of the following year.

7.3 PRESIDENT.

- A. The President will be elected for the term of one year, and may not serve more than two consecutive terms in office.
- B. The President will have the following duties:
 - a. Serve as the Chief Executive of the Association during his tenure;
 - b. Preside as the officer in charge over Trustee and Membership Meetings;
 - c. Establish and appoint committees and committee chairs as provided in Article 8;
 - d. Represent the Association at regional, state, and national events.

7.4 FIRST VICE PRESIDENT.

- A. The First Vice President will be elected for the term of one year, and may not serve more than two consecutive terms in office.
- B. The duties of the First Vice President are as follows:
 - a. Serve as a member of the Board of Trustees;
 - b. Assume the duties of the President in his or her absence; and
 - c. Coordinate activities of all standing and ad-hoc committees.
 - d. Chairs the yearly Trust Agreement review process.

7.5 SECOND VICE PRESIDENT.

- A. The Second Vice President will be elected for the term of one year, and may not serve more than two consecutive terms in office.
- B. The duties of the Second Vice President are as follows:
 - a. Serve as a member of the Board of Trustees;
 - b. Assume the duties of the First Vice President in his or her absence;
 - c. Serve as the Chairman of the Membership Committee.

7.6 SECRETARY.

- A. The Secretary will be elected for a term of one year, and will be eligible to serve for as many successive terms as he or she may be reelected to serve.
- B. The duties of the Secretary are as follows:
 - a. Serve as a member of the Board of Trustees;
 - b. Serve as the Parliamentarian for Trustee and Membership meetings;
 - c. Record minutes of all Trustee and Membership meetings;
 - d. Maintain all records and correspondence of the Association;
 - e. Maintain all membership records of the Association; and
 - f. Maintains all filings and reports as required by the Commonwealth of Virginia and the Internal Revenue Service (“IRS”).

7.7 TREASURER.

- A. The Treasurer will be elected for a term of one year, and will be eligible to serve for as many successive terms as he or she may be reelected to serve.
- B. The duties of the Treasurer are as follows:
 - a. Serve as a member of the Board of Trustees;
 - b. Serve as the Chief Financial Officer of the Association;
 - c. Provide reports to the membership and the Trustees concerning account balances and financial status of the Association;
 - d. Maintain financial records and accounts for the Association; and prepare/submit records for annual audit.
 - e. Works with the Secretary to file all financial paperwork and reports required by the IRS and the Commonwealth of Virginia.

7.8 DIRECTORS-AT-LARGE.

- A. There will be two Directors-at-Large, each of whom will be elected for a one-year term by the general membership at the annual meeting and will be eligible to serve for as many successive terms as he or she may be reelected to serve. The two Directors-at-Large must come from different regions.
- B. The duties of the Directors-at-Large are as follows:
 - a. Serve as members of the Board of Trustees;
 - b. Serve on the Training Committee as the Event Coordinator or the Merchandise Committees, as the Chairman.

7.9 REGIONAL DIRECTORS.

- A. Regional Directors will be Members or Associate Members (voting). The Officers will form a subcommittee and by agreement or vote will appoint one Regional Director from each region.
- B. The duties of the Regional Directors are as follows:
 - a. Serve as members of the Board of Trustees;
 - b. Assist on Committees as appointed by the President;
 - c. Promote membership of the Virginia Fire Prevention Association to Fire and Rescue Departments within the Region assigned.

- d. Act as the liaison between Virginia Fire Prevention Association and the Fire and Rescue Departments within the Region assigned.

ARTICLE 8

COMMITTEES

8.1 COMMITTEES. The Association will have the following committees, as appointed by the President:

- A. **Membership Committee.** The Membership Committee will consist of the Second Vice President and the Seven Regional Directors. The Membership Committee will endeavor to have all eligible fire prevention officials and appropriate members of their staff become members of the Association.
- B. **The Finance and Auditing Committee.** The Finance and Auditing Committee will consist of a minimum of three to a maximum of five persons who will be appointed on the first day of the annual meeting for a term of one year. The Finance and Auditing Committee will:
 - a. Oversee the Audit of the Association's books, as submitted by the Secretary or Treasurer, during each annual meeting;
 - b. Prepare and sign a written report of the audit to the President that will be made a matter of record.
- C. **Code Review Committee.** The Code Review Committee will consist of no more than five members who will be appointed by the President and will;
 - a. Review any existing or proposed code provisions which affect fire safety;
 - b. Formulate changes or additions which they feel are necessary to promote effective fire safety;
 - c. Pursue the implementation of such proposed changes or additions if directed to do so by the Association or Board of Trustees.
- D. **Meritorious Award Committee.**
 - a. The Meritorious Award Committee will be appointed on April 1 of each year and will consist of three Members and the President. The Meritorious Award Committee will receive and review nominations for the Meritorious Award, and when appropriate, select a person or group to whom this award will be made. This award can be made to any individual or group whom the committee judges deem to be worthy of such recognition for their service, action, or dedication to the fire services within the Commonwealth of Virginia. Awards should be presented at the Annual Meeting.

- b. However, the Meritorious Award Committee may be formed at any time that the President deems special circumstances dictate that the award be given at another time during the year. In such a case, awards may be given at a Special Meeting.
- E. **Technology Committee.** The President will appoint as many or as few members to the Technology Committee as he or she deems necessary in order to carry out the tasks assigned to the committee. The Technology Committee is responsible for:
 - a. The care, maintenance, procurement, set up, and disassembly of audio, visual, and computer equipment and related devices owned or being purchased or leased by the Association; and
 - b. The design and maintenance of the Association's website.
- F. **Legislative Committee.** The Legislative Committee is responsible for monitoring and evaluating legislation at the state and national levels for the impact upon fire prevention initiatives, building codes, fire prevention codes, and will:
 - a. Work with the Association's Legislative Liaison and represent the Association as resource for fire prevention and life safety matters to local, state, and national legislators.
- G. **Trust Agreement Rules Committee.** Trust Agreement Rules Committee will be chaired by the sitting First President and will:
 - a. Maintain an accurate and up-to-date set of the Association's Trust Agreement rules and regulations. Any proposed changes to the rules and regulations in this Trust Agreement will be sent through the Rules Committee for review;
 - b. Ensure that proposed changes will not create any conflicts with the Association's Trust Agreement rules and regulations, or any other national, state or local laws, rules, or regulations;
 - c. Determine the intent and purpose of proposed rule changes and ensure such changes fall in the proper Articles and Sections of this Trust Agreement and that the numbering sequence is maintained;
 - d. At least once a year, review this Trust Agreement and recommend changes as appropriate to keep the Association's Trust Agreement rules and regulations up to date, fair, and consistent.
- H. **Training Conference Committee** will:
 - a. Develop and deliver relevant training and classes for the spring and fall conferences and any additional training sessions in areas of the Commonwealth of Virginia where fire prevention related training may be requested;

- b. Arrange for instructors for such classes and training sessions and provide or assist in providing any materials or handouts as required by instructors for training sessions.
- c. All training should conform to the Virginia Department of Fire Programs (“DFP”) training regulations and should also be able to be counted toward recertification hours. The Training Conference Committee will ensure ample notification is given to the DFP and will distribute and collect any forms required by the DFP in order to obtain credit for completing training.

I. Merchandise Committee. The Merchandise Committee will:

- a. Request funds from the Board of Trustees in order to purchase and maintain merchandise that will be available for sale either online or during training sessions and conferences;
- b. Create and design new merchandise as needed to ensure a variety of sizes and colors and ample quantity of merchandise is available;
- c. Store all merchandise in a safe location that will keep it dry and clean;
- d. Keep the merchandise readily available for shipping for online purchases throughout the year; and
- e. Arrange for transportation of such merchandise to and from training sessions or conferences.

J. Nominating Committee. The Nominating Committee will be formed by April 1 of each year. The President will appoint three Members to this committee. The President may not be a member of the Nominating Committee, but will be allowed to consult and assist the committee through its process. The Nomination Committee will:

- a. Establish a slate of interested parties that wish to hold an elected office in the Association;
- b. Consult with any current Association Officers that wish to seek reelection and any other interested persons;
- c. Verify the qualifications of any proposed nominees and inform them of the duties and responsibilities of their prospective positions.
- d. The chairman of the Nominating Committee will present the slate of officers when the President calls for nominations at the Annual Meeting. The chairman ~~also~~ will preside over the elections in the event the current President is seeking reelection.

K. **Events/Special Functions Committee.** The Events/Special Functions Committee under the direction of one of the Two Directors-at-Large will be responsible for the procurement, collection, ~~or~~ and purchasing of items that will be used as door prizes and give-aways at conferences and seminars presented by the Association. Whenever possible, the committee should work to acquire items through donations or contributions. Other tasks and duties may be assigned to this committee as necessary.

L. **Grants/Funding Committee.** The Grants/Funding Committee will investigate and apply for grants and funding available for fire prevention and fire prevention training, and for any other grants or funding sources that may be available to allow the Association to continue to provide training, conferences, and seminars to its members and other interested parties. The Treasurer will be a member of this committee.

8.2 **CHAIRMAN AND COMMITTEE MEMBERS.** The President will appoint the chairman of each committee at the Annual Meeting or as soon as possible thereafter, unless otherwise specified by this Trust Agreement. Unless otherwise noted by specific committee requirements, the President may appoint as many or as few members to committees as he or she deems fit.

8.3 **ADDITIONAL COMMITTEES.** Additional committees may be formed as needed. Members of such committees will be appointed by the President and approved by the Board of Trustees.

ARTICLE 9 **MEETINGS**

9.1 **ANNUAL MEETINGS.** The Association's Annual Meeting will be held at a time and location established by the Board of Trustees. The location for the succeeding year's meeting will be established at the current year's Annual Meeting, and shall be **advertised not less than 90 days prior to the annual meeting**

9.2 **BOARD MEETINGS.** Meetings of the Board of Trustees will occur on a quarterly basis, or more frequently as called by the President in order to conduct the routine business of the Association. The forum and location will be established by the President at his or her discretion.

9.3 **SPECIAL MEETINGS.** Special Meetings of the General Membership may be established at a time and place other than the Annual Meeting. Notices for any Special Meeting of the Membership will be sent via e-mail and posted on the Association's website not less than 30 days prior to the meeting.

9.4 **RULES OF ORDER.** All membership meetings and Board meetings will be conducted in accordance with *Robert's Rules of Order*, Newly Revised, 2000 edition, unless suspended by a majority of the voting members present.

ARTICLE 10
AMENDMENTS

- 10.1 IN GENERAL.** Amendments to this Trust Agreement may be made at any Annual or Special Meeting by a majority vote of the voting members present. No proposition to amend will be acted upon unless written notice thereof has been given to the Secretary at least 60 days prior to the meeting. A summary of such proposition will be posted on the Association's website at least 30 days before the date of the meeting at which the amendment is to be voted on.
- 10.2 AMENDMENTS TO COMPLY WITH TAX LAWS.** The Trustees will have the power to amend this Trust Agreement in order to comply with the requirements of Code section 501(c)(3), and its Regulations, and any such amendment will be deemed effective as of the date of creation of this Trust.

ARTICLE 11
DISSOLUTION

- 11.1 PROCEDURE.** The Association will continue indefinitely until an action to dissolve the Association is initiated by the Board of Trustees or in response to a petition from the membership. A petition for the dissolution will be approved only at an Annual Meeting by a majority vote of the voting members present. No petition for dissolution will be acted upon unless written notice thereof has been give to the Secretary at least 60 days prior to the Annual Meeting. A copy or summary of such petition will be sent to every member of the Association at least 30 days before the date of the next Annual Meeting at which the petition is to be voted upon. No action will be taken by the Board of Trustees on its own initiative to dissolve the Association without notice thereof being sent to every member of the Association at least 30 days before the date of the next Annual Meeting at which such proposal of the Board of Trustees will be discussed and the recommendation of the Association formulated.
- 11.2 ASSETS DISTRIBUTED FOR CHARITABLE PURPOSES.** Upon the dissolution and final liquidation of the Association, and after paying or making provision for the payment of all the Association's debts and liabilities, Trustees will distribute all remaining assets of the trust estate to one or more organizations designated by the Board of Trustees, or to the federal government, or a state or local government, for a public purpose. All organizations designated by the Board of Trustees must be duly qualified, organized, and operated exclusively for exempt purposes, within the meaning of Code section 501(c)(3). Any assets not so distributed will be distributed by a court of competent jurisdiction in the county or city in which the Association is located, exclusively for such purposes or to such organizations that are organized and operated exclusively for an exempt purpose as the court determines, or to the federal government or a state or local government to be used for a public purpose.

ARTICLE 12

FISCAL YEAR

The fiscal year of the Association will end on December 31, or such other date as may be fixed from time to time by the Board of Trustees.

ARTICLE 13 **GENERAL ADMINISTRATIVE PROVISIONS**

- 13.1 INVESTMENTS.** In acquiring, investing, reinvesting, exchanging, and managing the Association's property, the Trustees will exercise the judgment and care, under the circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds. In determining the prudence of a particular investment, the Trustees will consider the proposed investment or investment course of action in relation to all property of the trust. The Trustees may delegate to others such duties, powers (including discretionary powers), and authority as Trustees think necessary or proper. The Trustees may incorporate, or join with others in the incorporation of, any unincorporated farm, business, or business property. If any asset donated to the Association does not meet the requirements of the prudent man standard, then the Trustee may nevertheless retain the asset for so long as the Trustees deem appropriate.
- 13.2 INCOME.** If all the income generated by the Association's property is not distributed or applied during a fiscal year, then the Trustees will add the undistributed portion to principal.
- 13.3 CAPITAL GAINS AND LOSSES.** The Trustees will allocate long-term capital gains and losses to principal.
- 13.4 POWERS OF TRUSTEES.** The Trustees will have the absolute power to deal with any property, real or personal, held in the trust estate as freely as an individual might in the handling of his or her own affairs. In addition, the Trustees will have all of the power, authority, and discretion given a trustee under the laws of the Commonwealth of Virginia, including those set forth in Sections 55-548.16 and 64.1-57 of the Code of Virginia, as amended, which powers are incorporated into this Trust Agreement by this reference. Such powers may be exercised independently and without the approval of any court in Virginia or any other jurisdiction. Such powers will be exercised by a majority vote of the Trustees as provided in Section 6.3, however, the Trustees may delegate to a single Trustee the ability to do any acts that the Trustees could vote on collectively.
- 13.5 COMPENSATION OF TRUSTEES.** The Trustees will be entitled to reasonable compensation for the administration of the Association and for the payments and distributions made by the Trustees. The Trustees are entitled to extra compensation for unusual or extraordinary services. The Trustees will be reimbursed for all expenses reasonably incurred in the administration of the Association.
- 13.6 BOND.** No bond or other security will be required of the Trustees in any jurisdiction.
- 13.7 SUCCESSOR TRUSTEES.** No successor Trustee will be liable for the acts or omissions of any prior Trustee.

13.8 EXTENT OF LIABILITY. The Trustees have the duty to act in good faith and with reasonable care and, in the absence of affirmative evidence to the contrary, will be deemed to have so acted.

13.9 LIABILITY OF TRUSTEE AND FORMER TRUSTEES.

- A. No Trustee or former Trustee (collectively referred to in this Trust Agreement as the “**Indemnified Group**”) will be personally liable for:
 - a. Any liability or obligation of the Association under any agreement;
Errors in judgment (including acting in reliance on the opinion of legal counsel or public accountants or believing in good faith that he or she is acting within the authority granted in this Trust Agreement);
 - b. Any acts or omissions that do not constitute fraud, gross negligence or willful misconduct; or
 - c. The negligence, whether of omission or commission, dishonesty, or bad faith of any employee or agent selected and supervised by a member of the Indemnified Group with reasonable care or of any other member of the Indemnified Group.
- B. Despite anything to the contrary in Section 13.9(A), each member of the Indemnified Group will be liable only for his or her respective fraud, gross negligence, or willful misconduct.
- C. In any threatened, pending, or completed action, suit, or proceeding (civil or criminal) to which a member of the Indemnified Group was or is a party or is threatened to be made a party by reason of the fact that he or she is or was a Trustee, or because he or she executed an agreement for the benefit of the Association, the Association will indemnify and hold harmless that member of the Indemnified Group against all expenses (including reasonable attorneys’ and accountants’ fees, court costs, and expenses), judgments, and amounts paid in settlement actually and reasonably incurred by him or her in connection with that action, suit, or proceeding if the conduct of that member of the Indemnified Group did not constitute fraud, gross negligence or willful misconduct.
- D. To the extent that a member of the Indemnified Group has been successful on the merits in seeking indemnification in accordance with this Section 13.9, the Association will indemnify him or her and hold him or her harmless against the expenses (including reasonable attorneys’ and accountants’ fees, court costs and expenses) actually and reasonably incurred by him or her in seeking that indemnification.
- E. For purposes of Sections 13.9(C) and 13.9(D), the termination of any action, suit, or proceeding by judgment, order, settlement, or otherwise will not create a

presumption that the conduct of a member of the Indemnified Group constituted fraud, gross negligence, or willful misconduct.

- F. Expenses (including reasonable attorneys' and accountants' fees, court costs and expenses) incurred in defending any claim, action, suit or proceeding (civil or criminal) will be paid by the Association in advance of final disposition of the matter upon receipt of an undertaking by or on behalf of that member of the Indemnified Group to repay that amount if that member of the Indemnified Group is ultimately determined not to be entitled to be indemnified.

ARTICLE 14

INTERNATIONAL FIRE MARSHALS ASSOCIATION

14.1 IFMA MEMBER.

- A. The Association is as a chapter of the International Fire Marshals Association (“IFMA”), a member section of the National Fire Protection Association (“NFPA”).
- B. When the Association conducts business related to IFMA, it will comply with and adhere to all applicable requirements and restrictions of the constitution and bylaws of the IFMA, including without being limited to, those requirements set forth in Article 7 of the bylaws of the IFMA or any successor article thereto.
- C. The Association will hold harmless and indemnify the NFPA and/or the IFMA from and against any and all suits, damages, loss, costs, or other liabilities which may threaten or accrue to the IFMA or the NFPA as a result of the acts or activities of or the failure to act by the Association.

14.2 REMOVAL.

- A. The Board of Trustees is authorized to remove this Article 14 and let its NFPA membership lapse at any time that it deems to be in the best interest of the Association, with or without an Annual Meeting or Special Meeting.
- B. The Board of Trustee’s authority to remove this Article 14 will expire at the end of 12 months following acceptance of the Association as a member of IFMA, unless the Board of Trustees elect to extend it via an amendment as allowed by Article 10. Any such replacement provision will stipulate an expiration date for Section 14.2(A).

ARTICLE 15

MISCELLANEOUS

- 15.1 **VIRGINIA LAW.** This Trust Agreement will be governed by the laws of the Commonwealth of Virginia. However, if Virginia law conflicts in any way with Code section 501(c)(3) and its Regulations, then Code section 501(c)(3) and its Regulations will govern.

15.2 SAVINGS CLAUSE. Any provision prohibited by law or unenforceable will not affect the remaining provisions of this Trust Agreement.

15.3 TAX-EXEMPT TRUST. The Association is established as a tax-exempt trust under Virginia law. It is intended that the Association qualify as an organization exempt from federal income taxation under Code section 501(c)(3), meaning such organization is organized exclusively for charitable, religious, educational, and scientific purposes. This Trust Agreement will be construed accordingly, and all powers and authority of the Trustees will be limited accordingly.

EXECUTED by the Grantors and Trustees on the day and year first written above. This Trust Agreement may be signed in counterparts, each of which will constitute an original.

GRANTORS:

JAMES R. DAWSON

J. D. MITCHELL

TRUSTEES:

JAMES R. DAWSON

LIONEL DUCKWITZ

GEORGE HOLLINGSWORTH

J. D. MITCHELL

RAYMOND RINALDI

WILLIAM HANKS

PHILIP PAQUETTE

DAVID SEAY

DAVID DIAMANTES

JAMES BARBER

JOHN McCORMICK

JAMES RAMSEY

SCOTT JONES

RALPH PHILLIPS

FRANCIS TEEVAN

ELAINE GALL