



## Virginia Fire Prevention Association

### Board Meeting Minutes

Monday, October 23, 2017

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#### Opening:

- **Call to order:** 4:47pm
- **Pledge of Allegiance:** Completed
- **Introduction of guest:** Ed Altizer, Ernie Little, Eric Brown, Charles Vannotter
- **Roll Call:**

X President Elaine Gall	X 1st Vice Duane Perry
X 2nd Vice Jeremy Luttrell	X Secretary Gerry Maiatico
X Treasure Shawn Maddox	X Past-President George Hollingsworth
X Delegate Linda Hale	X Delegate Jimmy Csizmadia
VFSB Rep. Robby Dawson	Steve Phillips – Region 1
X Mike Armstrong – Region 2	X Mike Hall – Region 3
X Todd Garwood – Region 4	Randy Pearce – Region 5
X Mike Perdue – Region 6	X Mike Osborne – Region 7

#### Executive Board Reports:

##### President Gall

Report of the 1<sup>st</sup> Quarter Provided, submitted to IFMA

##### Secretary Maiatico

Provided update on news letter – Content needed

##### First Vice Perry

Attended Fire Service Council Meeting with Chief Hale and she will provide a report on Code Committee Report

##### Treasure Maddox

Final Report Provided and attached

##### Second Vice Luttrell

Will report in Committee Reports

##### Delegates Hale and Csizmadia

Will Report in Committee Reports

#### Regional Reports: Open Reports

**Region 7** – Fire Prevention Event at the Airpory with NOVA Region was a success, will provide information for newsletter

**Region 2** – Fire Prevention Week, Educational Display at the Valley Mall was a success

## **Committee Reports:**

### **➤ Membership Committee – Jeremy Luttrell**

#### **➤ Finance Committee – Mike Armstrong**

- Presented two types of audit proposals, a agreed upon procedures and a full audit. Discussion on the differences between the two proposals. Committee recommends to the agreed upon procedures and if any discrepancies are found, the board will proceed with a full audit.

Motion – Shawn Maddox

Enter into a contact with Moran & Company to complete the Agreed Upon Procedures

Second – Jimmy Csizmedia

Vote: Carries

- Discussed purchasing monthly subscription of QuickBooks of \$35 per month for online book keeping services.

QuickBooks is a preferred vendor of BBT which is the bank of the VFPA.

Shawn will explore options and vendors and bring back to the board and explore and cost potential savings on tax preparation and report back to the board with options.

- First Vice Perry opened discussion on VFPA obtaining a Bank Card for use for official VFPA Business. Past Treasure Little provided back ground on not having a bank card and recommends a written policy on the use of the card.

Motion – Perry

Reestablish Bank Card for Official VFPA use with Established Procedures Written by the Finance Committee

Second – Jimmy

Vote: Carries

#### **➤ Code and Legislative Committee – Linda Hale**

- Linda Hale provided update on Fire Code Development with regards to the DHCD and Fire Services Board Processes. Written update provided.
- Attended a Fire Services Council Meeting and discussed the effects of the code as presented.
- Discussed draft letter from Virginia Fire Service Organizations to Governor McAuliffe, board was presented a copy of the draft letter.

Motion – Maiatico

The VFPA Board of Directors Authorizes President Gall to sign the Joint Letter as recommended by the Joint Fire Services Organizations.

Second – Hollingsworth

Vote: Carries

- Discussion on VFPA working the help identify any discrepancies in the current drafted fire code.

Motion – Perry

Authorizes President Gall to sign a petition to identify discrepancies in the current drafted code.

Second – Hale

Vote: Carries

- Discussion on the potential of the General Assembly on receiving fireworks bills in the upcoming sessions.
- Discussion on the Aid to Localities money. Recommended for localities to utilize those monies and/or provide justification on the banking of funds.
- Discussion on Cancer Presumption coverage.

**\*\*\*Emergency Motion - Purdue**

*Due to current weather events taking place, the meeting of the board of directors will be suspended until the lunch session tomorrow.*

*Second - Jimmy*

*Vote: Carries*

*(Wytheville and surrounding areas were placed under a flash flood warning with reports of tornado activity in neighboring localities, due to such, the Board meeting was delayed and members released to return home or to the hotel)*

**Meeting Recalled to Order: 10/24/2017 at 10:52am**

- Linda Hale provided discussion on upcoming events that VFPA will need to address and/or take positions on.
- Need to post link to proposed document on the webpage, Gerry will complete
- Meeting on the 28<sup>th</sup> of November for VA Fire Services Board, VFPA Needs to take a position on the 1033 Fire Investigator Program

➤ **Technology Committee – Gerry Maiatico**

- Need content for newsletter, webpage and social media
- Updated Board pictures and added content under the “About” Section to include a region rep. section.

➤ **Trust Agreement Rules Committee – Duane Perry**

- None to report

➤ **Training Conference Committee – Duane Perry**

- Working on agenda for the 2018 Training Conference, would like to have completed by December - Dates: May 21,22,23 - Same Venue
- Fall Conference 2018 - October, 15-16th
- ICC Conference- October, 21-31
- Discussion on making the Fall Conference a rotating around the Virginia area.
- Discussion at mini conference/training days.
- Will work on a schedule for training events for 2018 and will release a schedule when completed.

➤ **Merchandise Committee – Jimmy Csizmadia**

- None to Report

➤ **Nominating Committee – George Hollingsworth**

- Working on appointing a group of individuals for the committee, will announce as confirmed

➤ **Grants and Funding Committee – Shawn Maddox**

- Received funding from VDFP Training Grant - \$12,500

➤ **VFSB Report – Robbie Dawson**

- None to report

**VFPA Assignment Reports:**

➤ **BCAAC - Jimmy Csizmadia**

- Attended meeting, will update at later meeting

➤ **ICC Region 7- Jeremy Luttrell**

- Meeting upcoming, will keep membership posted
- Report provided on the ICC Code Update Process.
- November 18/19 Jeremy will be going to Hagerstown, MD for ICC Region 7 meeting

➤ **2018 ICC Conference - Jeremy Luttrell and Brian McGraw**

- Will attend the ICC Richmond Planning Meeting being held tomorrow 10/25/17

➤ **VCEC - President Gall**

- Conference complete, will try to participate at the next event slated to be held in 2020. This will be the final report until a new committee is appointed.

**New Business:**

Motion - Gerry

VFPA will offer a Free 1 year membership to any successful student of the VDFP/VFMA Fire Inspector Program as a recruiting tool for membership.

Second - Linda

Vote: Carries

**Next Meeting:** January 10, 2018 @ 10:00am  
460 Stagecoach Road, Charlottesville, VA 22902

**Meeting adjourned:** 11:55am

**Submitted with 9 attachments: GRM**



# Virginia Fire Prevention Association

## Board Meeting Agenda Monday, October 23, 2017

### Opening:

- Call to order:
- Pledge of Allegiance:
- Introduction of guest:
- Roll Call:

President Elaine Gall  
2<sup>nd</sup> Vice Jeremy Luttrell  
Treasure Shawn Maddox  
Delegate Linda Hale  
VFSB Rep. Robby Dawson  
Mike Armstrong – Region 2  
Todd Garwood – Region 4  
Mike Perdue – Region 6

1<sup>st</sup> Vice Duane Perry  
Secretary Gerry Maiatico  
Past-President George Hollingsworth  
Delegate Jimmy Csizmadia  
Steve Phillips – Region 1  
Mike Hall – Region 3  
Randy Pearce – Region 5  
Mike Osborne – Region 7

### Executive Board Reports:

President Gall  
First Vice Perry  
Second Vice Luttrell

Secretary Maiatico  
Treasure Maddox  
Delegates Hale and Csizmadia

### Regional Reports: Open Reports

### Committee Reports:

- Membership Committee – Jeremy Luttrell
- Finance Committee – Mike Armstrong
- Code and Legislative Committee – Linda Hale
- Technology Committee – Gerry Maiatico
- Trust Agreement Rules Committee – Duane Perry
- Training Conference Committee – Duane Perry
- Merchandise Committee – Jimmy Csizmadia
- Nominating Committee – George Hollingsworth
- Grants and Funding Committee – Shawn Maddox

### VFPA Assignment Reports

- VFSB Report - Robbie Dawson
- BCAAC - Jimmy Csimadia
- ICC Region 7- Jeremy Luttrell
- 2018 ICC Conference - Jeremy Luttrell and Brian McGraw
- VCEC - President Gall

### New Business:

### Adjourn:

## Treasurer's Report

### Expenditures since August Board meeting:

Network Solutions (domain name) - \$79.98

ICC Preferred Provider status - \$200.00

Property taxes on trailer - \$16.61

Insurance annual premium - \$1,983.00

Wild Apricot, (membership software), 2 year renewal - \$756.00

Fall conference expenses to date - \$5,008.48 (only caterer pending)

Bank and credit card processing fees, approximately - \$265

### Income:

VDFP Training grant - \$12,500

Fall conference income - \$5,805 (still have \$1,100 in unpaid registrations)

Membership dues - \$210

Checking balance as of 10/23/17 - \$75,865.17

Respectfully submitted,

Shawn Maddox

Treasurer

## **MORAN & COMPANY, PC**

*Certified Public Accountants*

8140 Ashton Avenue, Suite 107 • Manassas, VA 20109 • (703) 330-0188  
www.morancompanycpa.com

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October 17, 2017

To The Board of Directors of  
The Virginia Fire Prevention Association  
PO Box 504  
Bristow, Virginia 20136  
Attn: Mike Armstrong, Treasurer

We are pleased to confirm our understanding of the services we are to provide for **The Virginia Fire Prevention Association** for the year ended December 31, 2016.

We will audit the financial statements of **The Virginia Fire Prevention Association**, which comprise the statement(s) of financial position as of December 31, 2016, the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

### **Audit Objective**

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of **The Virginia Fire Prevention Association's** financial statements. Our report will be addressed to Board of Directors of **The Virginia Fire Prevention Association**. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

### **Audit Procedures**

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from the Organization's attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement,



whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Organization or to acts by management or employees acting on behalf of the Organization.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the Organization and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

### **Management Responsibilities**

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles. You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the organization from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Organization involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud

could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring the Organization complies with applicable laws and regulations.

You agree to assume all management responsibilities for the tax services, financial statement preparation services, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

Arthur Chianese is the engagement partner and is responsible for supervising the engagement and signing the report.

Our fixed fee for these services will be \$3,900, if the audit is completed within six weeks from receiving your financials or any delay beyond 6 weeks which is due to Moran & Company, PC. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. We expect to complete your 2016 audit within 60 days of receiving the Trial Balance.

If any accounting services need to be done to correct your books to make them audit ready, it will be charged separately at \$110/hour. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be due in accordance with the schedule below. If for any reason you fail to pay as agreed herein and are judged by any court of competent jurisdiction or arbitrator to have failed to make payments pursuant to this agreement, you agree to pay all reasonable costs of collection including attorney's fees (35%), court costs and related charges. The payment schedule for these services will be as follows:

Due with Signed Engagement Letter: \$1,950  
Due at Completion: \$1,950

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy.

Very truly yours,

*Moran & Company, PC*  
Moran & Company, PC

#### **RESPONSE:**

This letter correctly sets forth the understanding of The Virginia Fire Prevention Association.

Officer signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## MORAN & COMPANY, PC

*Certified Public Accountants*

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October 17, 2017

To The Board of Directors of  
The Virginia Fire Prevention Association  
PO Box 504  
Bristow, Virginia 20136  
Attn: Mike Armstrong, Treasurer

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for The Virginia Fire Prevention Association located in Bristow, Virginia.

We will apply the agreed-upon-procedures which The Board of Directors (“Board”) has specified, listed in the attached Exhibit A, to the VFPA financial report (“report”) of The Virginia Fire Prevention Association as of December 31, 2016. This engagement is solely to assist the Board in monitoring the financial condition of the VFPA in accordance with the requirements of the VFPA. Our engagement to apply agreed-upon-procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the Board. Consequently, we make no representation regarding the sufficiency or the procedures described in Exhibit A either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or we will not issue a report as a result of this engagement.

Because the agreed-upon-procedures listed in Exhibit A do not constitute an audit as defined under Generally Accepted Accounting Principles, we will not express an opinion on the VFPA financial report or any elements, accounts or items thereof. In addition, we have no obligation to perform any procedures beyond those listed in Exhibit A.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the Board and The Virginia Fire Prevention Association, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures under Generally Accepted Accounting Principles or Other Comprehensive Bases of Accounting, other matters might have come to our attention that would have been reported to you.

You are responsible for the presentation of The Virginia Fire Prevention Association’s Financial Report in accordance with the 2016 VFPA Financial Reporting Requirements; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, and/or experience to oversee the services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

We plan to begin our procedures on a date mutually agreeable and, unless unforeseeable problems are encountered, the engagement should be completed ten days after commencement. At the conclusion of our engagement, we will require a representation letter from the treasurer or Financial Committee that,

among other things, will confirm The Virginia Fire Prevention Association's management's responsibility for the presentation of the AUP VFPA Financial Report.

We estimate that our fees for these services will be \$2,100 for an AUP. This fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. **Half of our fee will be billed upon commencement of our work and the balance upon delivery of our report.**

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please have the President sign below and **return this letter to us along with the half fee for the retainer.** If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

Sincerely,

*Moran & Company, PC, CPA*

Moran & Company, PC, CPA

This letter correctly sets forth the understanding of the VFPA.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title: \_\_\_\_\_

**SAMPLE  
AGREED-UPON PROCEDURES TO BE PERFORMED**

We will perform For the Virginia Fire Prevention Association the following procedures, as applicable:

AUP: \$2,100

1. Cash – We will trace amounts reported as ending cash balances to bank reconciliations. We will scan bank reconciliations for reasonableness and trace any unusual or questionable items to supporting documentation. We will examine the supporting documentation for all non-recurring cash disbursements over \$1,000 and 5% of the remaining disbursements made during the months of January 2016, March 2016, August 2016, November 2016, and January 2017 to ensure all such items pertaining to calendar 2016 have been included, are proper for VFPA and properly recorded, and contain proper supporting documentation per VFPA policies.
2. Inventories – We will inspect documents substantiating, recalculate and trace the amounts reported as inventories.
3. Receivables – Receivable - We will trace the amounts reported on Accounts Receivable to a list by donor and or customer review the list for reasonableness. We will inquire as to the propriety of items that appear unusual or questionable.
4. Property and equipment – We will trace the amounts reported on Furniture and Equipment: Trailer and Accumulated Depreciation: A/D-Trailer to detailed lists or other supporting documentation. We will review the documentation for reasonableness and inquire as to the propriety of items that appear unusual or questionable. We will trace the amount reported on Depreciation Expense to the detailed depreciation schedule. We will review the depreciation schedule for reasonableness and inquire as to the propriety of items that appear unusual or questionable.
5. Other assets – We will trace the amounts reported as other Assets, to supporting documentation to determine whether they have been reported in accordance with the instructions. We will trace the amount reported on Other Assets to supporting documentation to determine whether it qualifies as an asset under generally accepted accounting principles.
6. Accounts payable and accrued expenses – We will trace the amounts reported as Accounts Receivable to statements of account received from the Board. We will trace the amounts reported on these lines to the detailed list of accounts payable by vendor. We will inquire as to the propriety of items that appear unusual or questionable. We will examine the supporting documentation for all non-recurring cash disbursements over \$1,000 made from January 1, 2016 through December 31, 2016 to ensure all such items pertaining to calendar 2016 have been included in the accounts payable list.

7. Deferred membership dues/revenue – We will trace the amount reported on Prepaid Dues to supporting documentation and review the documentation for reasonableness.
8. Other liabilities – We will trace the amount reported as other liabilities to supporting documentation to determine whether it qualifies as a liability as if under GAAP.
9. VFPA internal controls – We will confirm that the signatories for financial institutions are correct, financial controls as documented by the VFPA are being followed, that insurance coverage for real and personal property is adequate and in force, and we will report any weaknesses in maintaining these procedures.