



Commonwealth of Virginia  
Department of Fire Programs

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## **FY- 2017 FIRE PROGRAMS FUND DISBURSEMENT AGREEMENT**

**Statutory Authority: §38.2-401 of the Code of Virginia**

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This Agreement, made effective as of the 1<sup>st</sup> day of **July, 2016**, by the DEPARTMENT OF FIRE PROGRAMS (the "Agency") and the LOCALITY noted below (the "Receiving Locality"), governs the distribution and use of the Receiving Locality's annual entitlement from the Fire Programs Fund ("the Fund"), as provided for in §38.2-401 of the Code of Virginia as amended (the "Statute").

WHEREAS, the Statute in effect as of the date first written above is incorporated herein by reference; and

WHEREAS, the Receiving Locality is there by required to execute a "Fire Programs Fund Disbursement Agreement" and forward same to the Agency as a condition of receiving any allocation or disbursement from the Fund;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

**1. Representations of the Agency.** The Agency represents that the Agency is duly organized and the Executive Director duly appointed by the Governor and confirmed by the General Assembly as provided for by the *Code of Virginia*, and that the Executive Director or his designee is duly authorized to enter into this agreement.

**2. Representations of the Receiving Locality.** The Receiving Locality represents that (a) its authorized representative whose signature appears below has read and understands the referenced sections of the Statute and any Policies & Definitions adopted thereunder, (b) it agrees to comply with all applicable provisions of the Statute and any Policies & Definitions adopted thereunder, including the use of such funds and all reporting and audit requirements and (c) it is duly authorized to execute this Agreement and to perform its obligations hereunder and has taken all necessary action to authorize such execution and performance.

**3. Availability of Funds.** It is understood and agreed by the parties hereto that the AGENCY shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purposes of this Agreement.

**4. Merger; Severability; Governing Law.** This writing constitutes the entire Agreement between the parties, supersedes any existing agreement or understanding, oral or written, relative to the matters contained herein, and may be modified only in a writing executed by all parties hereto.

If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, it shall not render the remaining portions of this Agreement void or unenforceable. This Agreement shall in respects be governed by the laws of the Commonwealth of Virginia.

**5. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement effective as of the date first written above, intending to be bound thereby.

**Commonwealth of Virginia  
Department of Fire Programs**

BY:

[Redacted Signature Box]

**RECEIVING LOCALITY:**

City of Hampton Virginia  
Name of Locality

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Mary B. Bunting  
Name

City Manager  
Title

(Non-P.O.)

Office Address: 22 Lincoln Street  
Hampton, VA 23669

Mailing Address: same

E-mail Address: mbunting@hampton.gov

Telephone Number: 757-727--6392