

**CECIL COUNTY, MARYLAND
VOLUNTEER LENGTH OF SERVICE AWARD PROGRAM
TRUST AGREEMENT**

This Trust Agreement (the “Trust Agreement”) made and entered into by and among CECIL COUNTY, MARYLAND (“County”) and the party or parties designated by this Trust Agreement as trustees hereunder (together with any successor Trustees hereunder, “Trustees”), effective as of June __, 2019.

RECITALS

WHEREAS, the County provides length of service awards (“VLOSAP Benefits”) to qualified members of Cecil County volunteer fire departments, ambulance corps and rescue squads pursuant to the Cecil County Volunteer Length of Service Award Program Bylaws (as amended, the “Program”); and

WHEREAS, the County has incurred or expects to incur liability under the terms of the Program with respect to the individuals participating in the Program (“Participants”); and

WHEREAS, the County wishes to establish a trust (the “Trust”) and to contribute to the Trust assets that shall be held therein, subject to the claims of the County’s creditors in the event of the County’s Insolvency, as herein defined, until paid to Participants and their beneficiaries in such manner and at such times as specified in the Program; and

WHEREAS, it is the intention of the parties that the Trust shall constitute an unfunded arrangement and shall not affect the status of the claims of the Program as an unfunded plan maintained for the purpose of providing deferred compensation to the Participants; and

WHEREAS, the Program is a “plan of deferred compensation” under the Internal Revenue Code; to insure that the Participants and their beneficiaries shall be subject to taxation on VLOSAP Benefits only after having received payments thereof, the County by the adoption of this Trust Agreement establishes that the Trust shall be a grantor trust; and

WHEREAS, pursuant to Section 17-102(b)(1) of the Local Government Article of the Annotated Code of Maryland, the trustees in charge of a trust fund account of a political subdivision may invest and reinvest monies under their custody or control as provided by the laws enacted by the governing body of the political subdivision; and

WHEREAS, neither the establishment of the Trust nor the establishment or maintenance of a reserve to pay VLOSAP Benefits shall be construed as creating or evidencing an obligation on the County’s part to maintain or continue its practice of providing VLOSAP Benefits; rather, the County expressly reserves the right to alter, amend, modify, or terminate its practice of providing VLOSAP Benefits to Participants and their beneficiaries.

NOW, THEREFORE, in consideration of the premises and other mutual covenants herein contained, the County and the Trustees agree as follows:

**ARTICLE I
DEFINITIONS AND CONSTRUCTION**

1.01 **Definitions.** For purposes of this Trust Agreement, capitalized terms used herein (including in the Recitals hereto) shall have the meanings set forth as indicated below unless the context clearly requires otherwise:

(a) **“Accounting Year”** shall mean the fiscal year beginning each July 1 and ending each June 30.

(b) **“Beneficiary”** shall mean the spouse of a Participant who is entitled to receive VLOSAP Benefits under the terms of the Program.

(c) **“Code”** shall mean the Internal Revenue Code of 1986, as amended from time to time and all applicable rules and regulations issued thereunder.

(d) **“County”** shall mean Cecil County, Maryland and any governmental entity that succeeds the County as the sponsor of the Program, whether by operation of law or as a result of a governmental reorganization that causes such successor entity to assume the obligations of the County or by reason of an agreement whereby such successor governmental entity replaces the County as the sponsor of the Program.

(e) **“County Council”** shall mean the County Council of the County.

(f) **“County Executive”** shall mean the County Executive of the County.

(g) **“Custodian”** shall mean the bank or trust company designated by the Trustees as custodian for the Trust Fund from time to time in accordance with Section 6.01.

(h) **“Director of Finance”** shall mean the Director of Finance of the County.

(i) **“Effective Date”** shall mean June __, 2019.

(j) **“Investment Management Agreement”** means any agreement between the Trustees and an Investment Manager, as in effect from time to time.

(k) **“Investment Manager”** shall mean any Investment Manager as may be designated by the Trustees from time to time in accordance with Section 4.02.

(l) **“Investment Policy Statement”** means the Investment Policy Statement adopted by the Trustees in accordance with Section 4.04.

(m) **“VLOSAP Benefits”** means the benefits payable to Participants and Beneficiaries under the Program.

(n) **“Participant”** shall mean any qualified member of Cecil County volunteer fire departments, ambulance corps and rescue squads pursuant to the Program.

(o) **“Program”** shall mean the Cecil County Volunteer Length of Service Award Program as set forth in the Bylaws for the Program, as amended from time to time.

(p) **“Trust Agreement”** shall mean this instrument, as amended from time to time.

(q) **“Trust”** or **“Trust Fund”** shall mean the Trust Fund established by Section 2.01 of this Trust Agreement and shall include, as of a particular date, all assets of any kind or nature from time to time held by the Trustees pursuant to this Trust Agreement.

(r) **“Trustees”** shall mean the Trustees who are a party to this Trust Agreement, or any successors thereto, as may be acting as Trustees hereunder at the time in question.

1.02 Plurals and Genders. Where appearing in this Trust Agreement, the masculine gender shall include the feminine and neuter genders, and the singular shall include the plural, and vice versa, unless the context clearly indicates a different meaning.

1.03 Headings and Subheadings. The headings and subheadings in this Trust Agreement are inserted for the convenience of reference only and are to be ignored in any construction of the provisions hereof.

ARTICLE II ESTABLISHMENT OF THE TRUST FUND

2.01 Establishment of the Trust Fund. (a) Upon the execution of this Trust Agreement, the Trustees shall establish and maintain a Trust Fund with the Custodian. The name of the Trust Fund shall be the “Cecil County, Maryland Volunteer Length of Service Award Program Trust Fund”. The Trust Fund shall hold all contributions made pursuant to Section 2.02, together with any income, gains or profits and taking into account any losses. All contributions so made, together with the income therefrom and any other increment thereunder shall be held, managed and administered by the Trustees pursuant to the terms of this Trust Agreement, without distinction between principal and interest. The Trustees may commingle all contributions and other assets for all purposes, including, without limitation, investment, accounting and distributions to Participants and Beneficiaries.

(b) The Trust hereby established shall be irrevocable.

(c) The Trust is intended to be a grantor trust, of which the County is the grantor, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Internal Revenue Code of 1986, as amended, and shall be construed accordingly.

(d) The principal of the Trust, and any earnings thereon shall be held separate and apart from other funds of the County and shall be used exclusively for the uses and purposes of Participants, Beneficiaries and general creditors of the County as herein set forth. Participants and Beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Trust. Any rights created under the Program and this Trust Agreement shall be mere unsecured contractual rights of Participants and Beneficiaries against the County. Any assets held by the Trust will be subject to the claims of the County's general creditors under federal and state law in the event of Insolvency, as defined in Section 2.04 herein.

2.02 Contributions. The County shall contribute and pay over to the Trustees annually, or more often as the County shall decide, such amounts as shall be determined by the County to be contributed to the Trust Fund from time to time. The Trustees shall receive all such contributions made by the County. However, the Trustees may elect to have all contributions paid directly to the Custodian. The Trustees shall not be responsible in any way for the administration of the Program and shall be under no duty to determine whether the amount of any contribution is in accordance with the Program or to collect or enforce payment of any contribution. The Trustees shall not be responsible for the collection or calculation of contributions under or required by the Program but will be responsible only for contributions and any other property received by the Trustees pursuant to this Trust Agreement.

The County assumes no contractual obligation to continue contributions to the Trust Fund. The County reserves the right at any time and for any reason to discontinue the Program and/or contributions to the Trust Fund. Failure by the County to continue the Program or to make contributions to the Trust Fund shall not give rise to any liability on its part whatsoever.

2.03 Distributions. The Trustees shall, from time to time, on the written directions of the Director of Finance, make distributions out of the Trust Fund to or for the benefit of Participants or Beneficiaries in such manner, at such times, in such amounts and for such purposes, as may be specified in the directions of the Director of Finance. The Trustees shall not be liable for any distributions made by it pursuant to written directions of the Director of Finance as herein provided, and the Trustees shall be under no duty to make inquiries as to whether any distribution directed by the Director of Finance is made pursuant to the provisions of the Program or this Trust Agreement. The Trustees shall not be responsible for the adequacy of the Trust Fund to meet and discharge any and all liabilities under the Program.

2.04 County Insolvency. (a) The Trustees shall cease distributions to the County if the County is Insolvent. The County shall be considered "Insolvent" for purposes of this Trust Agreement if (i) the County is unable to pay its debts as they become due, or (ii) the County is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

(b) At all times during the continuance of this Trust, as provided in Section 2.01(d) hereof, the principal and income of the Trust shall be subject to claims of general creditors of the County under federal and state law as set forth below.

(1) The County shall have the duty to inform the Trustees in writing of the County's Insolvency. If a person claiming to be a creditor of the County alleges in

writing to the Trustees that the County has become Insolvent, the Trustees shall determine whether the County is Insolvent and, pending such determination, the Trustees shall discontinue distributions to the County.

(2) Unless the Trustees have actual knowledge of the County's Insolvency, or have received notice from the County or a person claiming to be a creditor alleging that the County is Insolvent, the Trustees shall have no duty to inquire whether the County is Insolvent. The Trustees may in all events rely on such evidence concerning the County's solvency as may be furnished to the Trustees and that provides the Trustees with a reasonable basis for making a determination concerning the County's solvency.

(3) If at any time the Trustees have determined that the County is Insolvent, the Trustees shall discontinue distributions to the County and shall hold the assets of the Trust for the benefit of the County's general creditors. Nothing in this Trust Agreement shall in any way diminish any rights of Participants or Beneficiaries to pursue their rights as general creditors of the County with respect to VLOSAP Benefits due under the Program or otherwise.

(4) The Trustees shall resume distributions to the County in accordance with Section 2.03 of this Trust Agreement only after the Trustees have determined that the County is not Insolvent (or is no longer Insolvent).

(c) Provided that there are sufficient assets, if the Trustees discontinue distributions to the County from the Trust pursuant hereto and subsequently resume such distributions, the first payment following such discontinuance shall include the aggregate amount of all payments due to Participants or Beneficiaries from the County during any such period of discontinuance.

2.05 Payments to the County. Except as provided in Section 7.03 hereof, the County shall have no right or power to direct the Trustees to return to the County or divert to others any of the Trust assets before all payments of VLOSAP Benefits have been made to Participants and Beneficiaries pursuant to the terms of the Program.

ARTICLE III TRUSTEES

3.01 Trustees. The operation and administration of the Trust Fund shall be the joint responsibility of the Trustees.

3.02 Appointment of Trustees. The Trustees hereunder shall consist of (1) the Director of Finance of the County, or his or her designee (2) the Budget Manager, or his or her designee, (3) the Director of Human Resources, or his or her designee, (4) the Director of Emergency Services, or his or her designee, and (5) the President of the Cecil County Fireman's Association, or his or her designee.

3.03 Organization of Trustees. The Trustees shall annually elect one of its members as chairman and another as vice-chairman.

3.04 Acceptance of Trusteeship. (a) The initial Trustees shall immediately meet and sign this Trust Agreement which establishes the Trust Fund. The Trustees, by affixing their signature at the end of this Trust Agreement, agree to accept the trusteeship set forth in this Trust Agreement, to administer the affairs of the Trust with care, skill, prudence and diligence and to act in such capacity strictly in accordance with the provisions of the Program and this Trust Agreement.

(b) Each successor Trustee shall sign a certificate that states that the Trustee accepts the trusteeship set forth in this Trust Agreement and will administer the affairs of the Trust with care, skill, prudence and diligence and act in such capacity strictly in accordance with the provisions of the Program and this Trust Agreement. Any person duly appointed as a successor Trustee shall immediately upon his acceptance in writing of the terms of this Trust Agreement be vested with all rights, powers and duties of a Trustee. No successor Trustee shall have any obligation or liability with respect to the acts or omissions of his predecessor.

3.05 Quorum; Actions by the Trustees. (a) Each Trustee shall be entitled to one vote.

(b) A majority of all Trustees shall constitute a quorum for purposes of transacting any business, executing any power or performing any act or duty.

(c) Except as expressly provided herein, any action of the Trustees may be taken by the affirmative vote of a majority of all of the Trustees. Action by the Trustees may also be taken by them without a meeting, by written action, conference call, or electronic or other means; provided, however, that in such cases, there shall be unanimous concurrence by all of the Trustees.

3.06. Execution of Documents. The Trustees may authorize in writing one or more Trustees to execute instruments on their behalf, provided that such authorization specifically describes the type of instrument that may be so executed, and the manner of such execution. All persons, partnerships, corporations or associations may rely thereupon that such notice or instrument has been duly authorized and is binding on the Trust Fund and on the Trustees.

3.07. Rules and Regulations. The Trustees may, from time to time, establish rules and regulations for the administration of the Trust Fund and for the transaction of its business.

ARTICLE IV
DUTIES AND POWERS OF THE TRUSTEES

4.01 General Powers of the Trustees.

(a) The Trustees shall have all powers necessary or desirable to perform properly the duties set forth herein.

(b) In extension and not in limitation of the powers given them by law or by other provisions of this Trust Agreement, the Trustees shall have the following powers with respect to the Trust Fund:

(i) To invest and reinvest the Trust Fund without distinction between principal and income, in such common stocks, preferred stocks, bonds, notes, debentures, mortgages, certificates, or other securities, investments, or real or personal property of any kind, or part interests therein, as they, or any Investment Manager they shall contract with in the manner provided herein, may determine, including purchase and lease-back transactions, and investment in mutual funds (open-end or otherwise).

(ii) To enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement and for the administration of the Trust Fund and to do all the acts as they, in their discretion, may deem necessary and advisable;

(iii) To pay out of the Trust Fund all real and personal property taxes, income taxes and other taxes of any and all kinds levied or assessed under existing or future laws upon or in respect to the Trust Fund or any money, property, or securities forming a part thereof;

(iv) To hold in uninvested cash without any liability for interest thereon such sums as they deem necessary or advisable for the cash requirements of the Trust Fund;

(v) To sell, exchange, convey, transfer, lease for any period, pledge, mortgage, grant options, contract with respect to, or otherwise encumber or dispose thereof, at public or private sale, for cash or upon credit, or partly for both, any property of the Trust Fund and no person dealing with the Trustees shall be bound to see to the application of the purchase money or to inquire into the validity of any such sale or other disposition, except as otherwise provided by law;

(vi) To give general or specific proxies or powers of attorney with or without power of substitution;

(vii) To vote in person or by proxy on any stocks, bonds, or other securities, or otherwise consent to or request any action on the part of the issuer;

(viii) To exercise any options pertinent to any stocks, bonds, or other securities for the conversion thereof into other stocks, bonds, or securities, or to deposit them in any voting trust or with any protective or like committee, or with a trustee or

depositories designated thereby, or to exercise any rights to subscribe for additional stocks, bonds, or other securities or to make any and all necessary payments therefor, and to join and participate in, or to dissent from and oppose, any reorganization, recapitalization, consolidation, liquidation, sale or merger of corporations or properties in which they may be interested as trustees, upon such terms and conditions as they may deem wise;

(ix) To register any securities or other property in the name of the Trustees or in the name of its nominee, with or without the addition of the words indicating that such securities are held in fiduciary capacity, but the books and records of the Trustees shall at all times show that all such investments are part of the Trust Fund;

(x) To retain, manage, operate, repair, improve, partition, dedicate or otherwise deal with any real estate held by them;

(xi) To form a corporation or corporations under the laws of any jurisdiction or participate in the forming of any such corporation or corporations or acquire an interest in or otherwise make use of any corporation or corporations already formed, for the purpose of investing in and holding title to any property, but only as approved by the County on a specific case-by-case basis; and

(xii) To make, execute, acknowledge and deliver any and all deeds, leases, mortgages, assignments, documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.

4.02 Investments. (a) The Trustees may enter into a contract or contracts with one or more Investment Managers with respect to investment of the Trust Fund. Any such contract may delegate to such Investment Manager the full investment powers and duties of the Trustees with respect to all or a specified portion of the Trust Fund, the assets of which shall be separately identified in such contract. Any such contract may give such Investment Manager full and complete discretion with respect to investment of the assets of the Trust Fund specified therein, without prior approval by, or notification of, the Trustees, or such lesser discretion as may be specified in such contract. Any such contract may provide for the investment of a specified portion of the Trust Fund in a certain type of property only, such as (but without limitation) common stocks, bonds, or real estate, with the specific investments to be in the sole discretion of the Investment Manager, without the prior approval of, or notification to, the Trustees, or such lesser discretion as may be specified in such contract. Where any such contract is with respect to only a portion of the assets of the Trust Fund and specifies the type of property to be invested in, the Investment Manager shall only be responsible for selecting proper individual investments within the specified category of property, and shall not be responsible for diversification of investments of the Trust Fund as a whole, nor for anything but its failure to properly invest the Trust Fund within the scope of the discretion provided for in the contract. Any such contract may delegate to the Investment Manager any of the powers or discretion conferred on the Trustees under this Trust Agreement, and may provide that the Investment Manager shall have custody and control of the assets of the Trust Fund subject to investment management pursuant to such contract.

(b) In their discretion and to the extent they deem it wise, beneficial or necessary, the Trustees may appoint one or more banks or trust companies to be designated as “Corporate Trustee”, and to enter into and execute a trust agreement or trust agreements with such banks or trust companies, to provide for the investment and reinvestment of assets of the Trust Fund, with such other provisions incorporated therein as may be deemed desirable in the Trustees’ sole discretion for the property management of the Trust Fund, and upon execution to convey and transfer to such Corporate Trustee any assets of the Trust Fund and without limit with respect to the powers which the Trustees may grant to such Corporate Trustee, in agreement, to the extent permitted by law. The Trustees shall be forever released and discharged from any responsibility or liability with respect to any assets which they may convey to such Corporate Trustee.

(c) Notwithstanding any other provision of this Trust, the Trustees may invest assets of the Trust Fund in any common, collective or commingled investment fund or funds, including common and group trust funds presently in existence or hereafter established which meet the requirements set forth in subsection (d) and are maintained by a bank or trust company supervised by a state or federal agency, notwithstanding that the bank or trust company is an Investment Manager or is otherwise a party-in-interest of the Program. The assets so invested shall be subject to all the provisions of the instruments establishing such funds, as amended from time to time. Such instruments of group trusts, as amended from time to time, are hereby incorporated and made a part of this Trust as if fully set forth herein. The combining of money and other assets of this Trust with money and other assets of other trusts and accounts in such fund or funds is specifically authorized. During such period of time as an investment through any such medium shall exist the Declaration of Trust of such fund shall constitute a part of this Trust Agreement and of the Investment Manager contract.

(d) All funds contributed to the Trust and all funds accrued from the investment of any such funds that are on hand at any time and are not necessary for immediate payment of VLOSAP Benefits shall be invested in accordance with the fiduciary standards established by Sections 21-201 through 21-210, inclusive, of the State Personnel and Pensions Article of the Maryland Annotated Code, or applicable successor provisions.

(e) All expenses in connection with the investment of the Trust Fund (including brokerage costs, Federal and State transfer taxes, shipping expenses and charges of correspondent banks) and any income or other taxes of any kind whatsoever which may be levied or assessed upon or in respect of the Trust Fund shall be paid out of the Trust Fund.

4.03 Engagement of Professionals. The Trustees may employ and determine the compensation and other terms of engagement of such counsel, accountants, brokers, actuaries and other agents and provide for such clerical, accounting, actuarial and other services as the Trustees may deem advisable to perform their duties under this Trust Agreement. The Trustees may terminate any such service provider in accordance with the terms of such service provider contract. All compensation and expenses of such professionals shall be paid from the Trust Fund.

4.04 Investment Policy Statement. The Trustees shall approve and continuously maintain an Investment Policy Statement for use in the investment of Trust assets.

Within the scope of the Investment Policy Statement, the Trustees may make reasonable restrictions relating to the investment or reinvestment of Trust Fund assets.

4.05 Settlement of Claims. The Trustees shall have the power and authority to settle, compromise or submit to arbitration, any claim, debts or damages due or owing to or from the Trust Fund; to commence or defend suits or legal or administrative proceedings whenever, in its judgment, any interest of the Trust Fund so requires, and to represent the Trust Fund in all suits or legal or administrative proceedings in any court of law or equity or before any other body or tribunal. The Trustees shall inform the County as soon as possible about any such claims, debt or damages, and shall fully cooperate with the County with respect to any suits or legal or administrative proceedings that result from or arise out of such claims, debts or damages.

4.06 Accounting.

(a) The Trustees shall keep appropriate and accurate accounts of, and records reflecting all transactions concerning the Trust Fund, including but not limited to, contributions, gains, losses, expenses, and distributions. However, if the Trustees elect to have all contributions paid directly to the Custodian, then the Trustees shall be entitled to rely on the records of accounts provided to it by the Custodian, with respect to contributions, gains, losses, expenses, distributions of VLOSAP Benefits and all other transactions involving the Trust Fund. The Trustees shall be entitled to be reimbursed for their actual and reasonable expenses incurred in preparing any accounting from the Trust Fund.

(b) The Trustees shall furnish the Cecil County Department of Finance annually, not later than 180 days following the end of each Accounting Year, with a written account of the financial status and performance of the Trust Fund. The Trustees shall determine the format of such report. At any time, the Trustees may (but are not required to) engage an independent certified public accountant to examine the Program's financial statements or internal control procedures. If the Trustees engage an independent accountant, the Trustees shall require that such engagement provide that the examination be made according to generally accepted auditing standards (or upon other agreed-upon-procedures that the Trustees approve in writing), and that the Trustees are entitled to rely upon the accountant's examination and opinion and all reports relating to the examination.

(c) Except as otherwise ordered by a court having jurisdiction, no person other than the Director of Finance may require an accounting by the Trustees.

(d) Notwithstanding anything in this Trust Agreement to the contrary, the Trustees (and an individual Trustee shall have the right upon termination of his or her service for any reason) shall have the right at any time to petition any appropriate court for a settlement of the Trust Fund's accounts or for the court's instructions in executing the Trustees' obligations under the Trust Fund created by this Trust Agreement.

4.07 Compensation. No compensation shall be paid to the Trustees for services provided under this Trust Agreement. The Trustees shall be paid such expenses that are agreed to, from time to time, by them and the County.

4.08 Fiduciary Standards. The Trustees (and any person or entity to which the Trustees shall delegate any duties) including the Investment Manager shall discharge their duties under this Trust Agreement solely in the interest of the Participants and Beneficiaries of the Program and in accordance with governing State and federal law and the terms of the Program and this Trust Agreement. Such duties shall be discharged for the exclusive purpose of providing VLOSAP Benefits to the Participants and Beneficiaries and paying expenses of the Program. In addition, the Trustees shall discharge their duties in accordance with the fiduciary standards established by Sections 21-201 through 21-210 of the State Personnel and Pensions Article of the Maryland Annotated Code, or successor provisions.

4.09 Allocation of Responsibilities. The Trustees may, by resolution, allocate fiduciary and Trustee responsibilities and various administrative duties and may delegate, in their sole discretion and consistent with applicable law, such responsibilities and duties to any County officer or employee, or any board or committee established by the Board whom they deem appropriate. The Trustees will not be deemed responsible for any errors or omissions of individuals to whom such responsibilities or duties have been properly allocated or delegated.

4.10 Limitation on Liability. (a) A Trustee:

(i) shall not be responsible for any act or omission, unless such act or omission of the Trustee is a breach of the fiduciary standards set forth in Section 4.08;

(ii) shall not be responsible for any act or omission of any accountant, counsel, or agent that is selected and monitored in accordance with the Trustee's fiduciary duty pursuant to Section 4.08; and

(iii) shall not be responsible for any selection, decision, or instruction made by the Employer.

(b) The Trustees shall not be liable for the making, retention, or sale of any investment or reinvestment made by them, or originally received by them, as herein provided, nor for any expense or liability hereunder, nor for any loss to or diminution of the Trust Fund, unless due to or arising from their own willful or intentional malfeasance or misfeasance.

(c) The Trustees shall not be liable as a result of the exercise or non-exercise of any power or discretion given to them in this Trust Agreement and delegated by them in writing to any Investment Manager with which they may contract for the investment management of any portion of the Trust Fund. The Trustees shall not be liable as a result of any specific investment of the property of the Trust Fund made by any such Investment Manager, but they shall be responsible for making a periodic review, at least as often as annually, of the investment performance of such Investment Manager, to determine whether such performance has been prudent and whether to continue such contract or to make other provisions for investment of the Trust Fund. If the Trustees contract with a single Investment Manager for the investment management of the entire Trust Fund on a completely discretionary basis, both as to types or categories of investment and selection of specific investments, the Trustees shall be responsible only for making a periodic review as described in the last preceding sentence.

(d) The Trustees shall have no responsibility for the accuracy of any information furnished them by the County. To the extent that this Trust Agreement directs the Trustees to act or refrain from acting as directed by the County, or some third party, the County and the Trust Fund shall hold the Trustees harmless from any and all liability or expense that the Trustees may incur from acting or refraining from acting in accordance with such direction.

4.11 **Indemnification.** The County shall indemnify the Trustees for any claim against the Trustees or any individual trustee for any action made in good faith and without gross negligence. The County or the Trustees may purchase fiduciary insurance to protect the Trustees, but the County's obligation to indemnify the Trustees shall not be limited by such insurance policy. For any Trustee who is an employee of the County, the Trustee's duties under this Trust Agreement shall be treated as official duties, and the Trustee shall be entitled to relief from liability and defense, to the same extent as provided for any government officer or employee in the conduct of his or her official duties.

4.12 **No Bond or Security Required.** The Trustees shall not be required to give any bond or other security for the faithful performance of their duties hereunder, unless otherwise required by law.

4.13 **Conflicts of Interest.**

(a) Except as otherwise provided in this Section, the Trustees must not:

- (i) be a party to any transaction involving the assets of the Trust Fund;
- (ii) use the gains or profits of the Trust Fund for any purpose except to make investments or payments that are authorized by the Program;
- (iii) deal with the assets of the Trust Fund for their own interest or account; or
- (iv) act in any transaction involving the Trust Fund on behalf of a party whose interests are adverse to the interests of the Trust Fund, the Participants or Beneficiaries.

(b) The Trustees shall keep all information regarding Participants and Beneficiaries confidential except to the extent necessary to fulfill their duties and obligations under this Trust Agreement or as otherwise required by law.

**ARTICLE V
REPLACEMENT OF TRUSTEES**

5.01 **Replacement of Trustees.** The County may remove and replace any Trustee at any time and from time to time with a written notice to such Trustee of removal and replacement. Except where necessary to protect the rights and VLOSAP Benefits of the Program Participants and Beneficiaries, the County shall give 60 days written notice of removal and replacement to any Trustee.

5.02 **Transfer of Trust Fund.** In the event that all of the Trustees are replaced at one time, the Trustees shall take all necessary and appropriate steps to transfer to their successor Trustees the entire Trust Fund as soon as possible. The Trustees may undertake a reasonable accounting of the Trust Fund prior to such transfer but such accounting shall not cause unreasonable delay in any transfer of the Trust Fund.

5.03 **Survival of Trust Fund.** The replacement of the any or all of the Trustees shall not result in the termination of this Trust Agreement. A successor Trustee shall have the same powers and duties as those herein conferred upon the Trustees.

5.04 **Resignation of the Trustees.** The Trustees may resign at any time by giving 60 days advance written notice to the County.

ARTICLE VI CUSTODIAN

6.01 **Custodian.** The Trustees shall appoint a Custodian for the Trust Fund. The Custodian shall have custody of all cash, assets and securities of the Trust Fund. The Investment Manager is authorized to give instructions to the Custodian as to deliveries of securities and payments of cash for the payment of securities and as otherwise provided in the Trust Administration Agreement. The Investment Manager shall not take possession of or act as custodian for the cash, securities or other assets of the Trust Fund and shall have no responsibility in connection therewith. The Trustees may terminate the Custodian Agreement, and the Custodian may resign (in either case in accordance with the Custodian Agreement) and the Trustees may enter into a new agreement with a new custodian.

ARTICLE VII AMENDMENTS TO THIS TRUST AGREEMENT AND TERMINATION OF THE TRUST

7.01 **Terms of the Trust Agreement.** Except as provided in Section 7.03, this Trust Agreement shall continue as long as the Program is in full force and effect. If the Program ceases to be in full force and effect, this Trust Agreement shall thereupon terminate unless expressly extended by the County.

7.02 Amendment of the Trust Agreement.

(a) Any and all amendments to this Trust Agreement which may be required for the purpose of maintaining the Trust's status as a grantor trust and as tax exempt under the Code may be made retroactively to the extent permitted by law.

(b) This Trust Agreement may otherwise be amended by the County in accordance with this Section 7.02. If the Trust Agreement is amended in any way that increases the duties of the Trustees, any Trustee may resign effective immediately by giving written notice to the County.

(c) Any amendment to this Trust Agreement shall be made by executive order of the County Executive, after such amendment is approved by the vote of 2/3 of the Trustees.

(d) No amendment shall conflict with the Program or make the Trust revocable.

7.03 Termination of the Trust Fund or Program. (a) The Trust shall not terminate until the date on which Participants and Beneficiaries are no longer entitled to VLOSAP Benefits pursuant to the terms of the Program. Upon termination of the Trust, any assets remaining in the Trust shall be returned to the County.

(b) In the event the Program is terminated by the County, the Trust may be continued at the direction of the County. In such event, the Trustees shall continue to administer the Trust until all Participants and Beneficiaries have been paid the VLOSAP Benefits to which they are entitled and until all other expenses incurred in the operation and administration of the Trust have been paid. Any assets that remain in the Trust after all VLOSAP Benefits and expenses have been paid, shall be returned to the County.

ARTICLE VIII MISCELLANEOUS

8.01 Reliance. The parties hereto shall be protected in acting upon any notice, resolution, request, consent order, certificate, report, opinion, statement or other document which they reasonably believed to be genuine and to have been signed by the proper party or parties or by a person or persons authorized to act on its behalf.

8.02 Person Dealing with the Trustees. No person dealing with the Trustees shall be under any obligation to inquire into the validity, expediency or propriety of any action by the Trustees or of any exercise by it of any of the powers conferred upon it by this Trust Agreement. The execution by the Trustees of any instrument, document or paper in connection with the exercise of any of the powers enumerated herein shall, of itself, be conclusive evidence to all persons of the authority of the Trustees to execute the same and to exercise the powers incident thereto.

8.03 Advice of Counsel. If at any time or times a Trustee is in reasonable doubt as to the course which it should follow in any matter relating to the administration of this Trust Agreement, it may request legal counsel to advise it with respect thereto, and (as long as the Trustees has acted in accordance with Section 4.08) it shall be protected in relying upon the advice or direction which may be given it by legal counsel in response to such request.

8.04 Anti-Alienation. No right to claim to, or interest in, any part of the Program or Trust Fund's assets, or any payment from the Program or Trust Fund shall be subject to anticipation, alienation, sale, transfer, assignment, mortgage, pledge, encumbrance, hypothecation, commutation, garnishment, charge, or any other process of any court except as specifically permitted under the Program or this Trust Agreement or required by law. No benefit payable from the Program or Trust Fund to any person shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, except to such extent required by law. Any attempt to anticipate, alienate, sell, transfer, assign, mortgage, pledge, garnish, encumber, charge or levy against any benefit under the Program or Trust Fund shall be

void, except as required by law. No portion of the VLOSAP Benefits under the Program or Trust Fund shall be subject to the bankruptcy estate of any Participant or Beneficiary in the Program, except as required by law.

8.05 **Notices.** All orders, requests, directions and instructions of the County to the Trustees shall be in writing, signed by a person authorized to act on its behalf. Unless the Trustees know or have reason to know (through its exercise of their fiduciary duties or otherwise) that the direction constitutes a breach of the County's duties or responsibilities under the Program, the Trustees shall act and shall be fully protected in acting in accordance with such orders, requests, directions and instructions. In the absence of knowledge of, or reason to know, that the direction constitutes such a breach, the Trustees shall be entitled to rely conclusively on such direction, and shall have no further duty to make any investigation or inquiry before acting upon any such direction of the County.

8.06 **Governing Law.** This Trust Agreement is made in the State of Maryland, and shall be construed in accordance with the laws thereof and applicable federal law.

8.07 **Invalidity.** In the event any provision of this Trust Agreement shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, and this Trust Agreement shall thereafter be construed and enforced as if said illegal or invalid provisions have never been included therein.

[Signatures appear on next page]

IN WITNESS WHEREOF, the County has caused this Trust Agreement to be executed by its duly authorized representative and its seal to be impressed hereon and attested by its duly authorized representative, and the Trustees have caused this Trust Agreement to be duly executed, all as of the day and year first above written.

[SEAL]

ATTEST:

CECIL COUNTY, MARYLAND

By: _____
County Executive

TRUSTEES:

Trustee

Trustee

Trustee

Trustee

Trustee