

require. If an officer's bond is refused, or is ever cancelled, except with the Board of Trustees' approval, such officer may be removed from office as provided in Section 402 and such officer shall be entitled to compensation, if any, to the date of such removal only.

PART 5 – MISCELLANEOUS PROVISIONS

Section 501. Titles. The titles to Parts and Sections of this Agreement are placed herein for convenience of reference only, and the Agreement is not to be construed by reference thereto.

Section 502. Successors. This Agreement shall bind and inure to the benefit of the successors and assigns of the Trustees, the Local Finance Boards, and the Participating Employers.

Section 503. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart. Any Participating Employer that formally applies for participation in this Agreement by its Local Finance Board's execution of a Trust Joinder Agreement which is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions thereof, and said Trust Joinder Agreement shall constitute a counterpart of this Agreement.

Section 504. Amendment or Termination of this Agreement; Termination of Plans.

A. Amendment. This Agreement may be amended in writing at any time by the vote of a majority of the Trustees. Notwithstanding the preceding sentence, this Agreement may not be amended so as to change its purpose as set forth herein or to permit the diversion or application of any funds of the Trust Fund for any purpose other than those specified herein.

The Board of Trustees, upon adoption of an amendment to this Agreement, shall provide notice by sending a copy of any such amendment to each Local Finance Board within 15 days of adoption of such amendment. If a Local Finance Board objects to such amendment, the Local Finance Board must provide written notice of its objection and intent to terminate its participation in the Trust Fund by registered mail delivered to the Administrator within ninety (90) days of such notice, and if such notice is given, the amendments shall not apply to such Participating Employer for a period of 180 days from the date of adoption of such amendments. The Participating Employer's interest shall be terminated in accordance with the provisions of paragraph B of this section.

B. Termination. This Agreement and any trust created hereby may be terminated at any time by the Trustees with respect to a Participating Employer when the Participating Employer's participation interest in the Trust Fund is terminated or when a Trust Joinder Agreement has been terminated. The Trust Fund may be terminated in its entirety when all participation interests of all Participating Employers have been terminated in their entirety. This Agreement and the Trust Fund may be terminated in their entirety pursuant to Virginia law.

In case of a termination of this Agreement, either in whole or in part, the Trustees shall hold, apply, transfer or distribute the affected assets of the Trust Fund in accordance with

the applicable provisions of this Agreement and the direction of the Local Finance Board of each Participating Employer. Upon any termination, in whole or in part, of this Agreement, the Trustees shall have a right to have their respective accounts settled as provided in this Section 504.

In the case of the complete or partial termination of this Agreement as to one or more Participating Employers, the affected assets of the Trust Fund shall continue to be held pursuant to the direction of the Trustees, for the benefit of the Employees and Beneficiaries of such Participating Employer, until the Trustees, upon recommendation of the Administrator, distribute such assets to a trust, trusts or equivalent arrangement established by such Participating Employer for the purpose of funding Other Post-Employment Benefits, or other suitable arrangements for the transfer of such assets have been made. This Agreement shall remain in full effect with respect to each Participating Employer that does not terminate its participation in the Trust Fund on behalf of its Employees and Beneficiaries, or whose participation is not terminated by the Trustees. However, if distributions must be made, the Local Finance Board of each Participating Employer shall be responsible for directing the Administrator on how to distribute the beneficial interest of such Participating Employer. In the absence of such direction, the Administrator may take such steps as it determines are reasonable to distribute such Participating Employer's interest.

A Participating Employer must provide written notice of its intent to terminate its participation in the Trust Fund by registered mail signed by its Local Finance Board and delivered to the Administrator at least ninety (90) days in advance. Notwithstanding the preceding sentence, during its first year of participation, a Participating Employer must provide notice of its intent to terminate no less than one hundred eighty (180) days in advance.

Notwithstanding the foregoing, the Trustees shall not be required to pay out any assets of the Trust Fund to Participating Employers upon termination of this Agreement or the Trust Fund, in whole or in part, until the Trustees have received written certification from the Administrator that all provisions of law with respect to such termination have been complied with. The Trustees shall rely conclusively on such written certification and shall be under no obligation to investigate or otherwise determine its propriety.

When the assets of the Trust Fund affected by a termination have been applied, transferred or distributed and the accounts of the Trustees have been settled, then the Trustees and Administrator shall be released and discharged from all further accountability or liability respecting the Trust Fund, or portions thereof, affected by the termination and shall not be responsible in any way for the further disposition of the assets of the Trust Fund, or portions thereof, affected by the termination or any part thereof so applied, transferred or distributed; provided, however, that the Trustees shall provide full and complete accounting for all assets up through the date of final disposition of all assets held in the Trust.

Section 505. Spendthrift Provision; Prohibition of Assignment of Interest.

The Trust Fund shall be exempt from taxation and execution, attachment, garnishment, or any other process to the extent provided under Article 8, Chapter 15, Subtitle II of Title 15.2 of

the Virginia Code (§§ 15.2-1544 *et seq.*). No Participating Employer or other person with a beneficial interest in any part of the Trust Fund may commute, anticipate, encumber, alienate or assign the beneficial interests or any interest of a Participating Employer in the Trust Fund, and no payments of interest or principal shall be in any way subject to any person's debts, contracts or engagements, nor to any judicial process to levy upon or attach the interest or principal for payment of those debts, contracts, or engagements.

Section 506. Meetings; Virginia Freedom of Information Act.

The Administrator shall give the public notice of the date, time, and location of any meeting of the Board of Trustees' or of the Local Finance Boards in the manner and as necessary to comply with the Virginia Freedom of Information Act (Va. Code §§ 2.2-3700 *et seq.*). The Secretary or its designee shall keep all minutes of all meetings, proceedings and acts of the Trustees and Local Finance Boards, but such minutes need not be verbatim. Copies of all minutes of the Trustees and Local Finance Boards shall be sent by the Secretary or its designee to the Trustees.

All meetings of the Board of Trustees and Local Finance Boards shall be open to the public, except as provided in § 2.2-3711 of the Virginia Code. No meeting shall be conducted through telephonic, video, electronic or other communication means where the members are not physically assembled to discuss or transact public business, except as provided in §§ 2.2-3708 or 2.2-3708.1 of the Virginia Code.

Section 507. Jurisdiction. This Agreement shall be interpreted, construed and enforced, and the trust or trusts created hereby shall be administered, in accordance with the laws of the United States and of the Commonwealth of Virginia.

Section 508. Situs of the Trust. The situs of the trust or trusts created hereby is the Commonwealth of Virginia. All questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the Commonwealth of Virginia. Venue for any action regarding this Agreement is the City of Richmond, Virginia.

Section 509. Construction. Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply and whenever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply, and whenever any words are used in this Agreement in the plural form, they shall be construed as though they were also in the singular form in all situations where they would so apply.

Section 510. Conflict. In resolving any conflict among provisions of this Agreement and in resolving any other uncertainty as to the meaning or intention of any provision of the Agreement, the interpretation that (i) causes the Trust Fund to be exempt from tax under Code Sections 115 and 501(a), and (ii) causes the participating Plan and the Trust Fund to comply with all applicable requirements of law shall prevail over any different interpretation.

Section 511. No Guarantees. Neither the Administrator nor the Trustees guarantee the Trust Fund from loss or depreciation or for the payment of any amount which may become due to any person under any participating Plan or this Agreement.

Section 512. Parties Bound; No Third Party Rights. This Agreement and the Trust Joinder Agreements, when properly executed and accepted as provided hereunder, shall be binding only upon the parties hereto, *i.e.*, the Board of Trustees, the Administrator and the Participating Employers and their Local Finance Boards. Neither the establishment of the Trust nor any modification thereof, nor the creation of any fund or account, the payment of any Other Post-Employment Benefits, shall be construed as giving to any person covered under any Plan of a Participating Employer or any other person any legal or equitable right against the Trustees, or any officer or employee thereof, except as may otherwise be provided in this Agreement. Under no circumstances shall the term of employment of any Employee be modified or in any way affected by this Agreement.

Section 513. Necessary Parties to Disputes. Necessary parties to any accounting, litigation or other proceedings relating to this Agreement shall include only the Trustees and the Administrator. The settlement or judgment in any such case in which the Trustees are duly served or cited shall be binding upon all Participating Employers and their Local Finance Boards and upon all persons claiming by, through or under them.

Section 514. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be fully effective. If any provision of the Agreement is held to violate the Code or to be illegal or invalid for any other reason, that provision shall be deemed to be null and void, but the invalidation of that provision shall not otherwise affect the trust created by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the members of the initial Board of Trustees has executed this Trust Agreement.

Date: 4/11/08

[Signature]

_____, County of Fairfax

Date: 4/11/08

[Signature]

_____, County of Henrico

Date: 4/11/08

[Signature]

_____, Designee of VACo/VML

Date: 4/11/08

[Signature]

_____, Designee of VACo/VML

Date: 4-11-08

[Signature]

_____, Designee of VACo/VML

Accepted by the Administrator

VIRGINIA LOCAL GOVERNMENT
FINANCE CORPORATION

By: [Signature]

President

City of Richmond
Commonwealth of Virginia

The forgoing instrument was
acknowledged before me this
11th day of April 2008 by:

Jesse Hall, Leon T. Johnson,
Victoria Lucente, Deidra M.
McLaughlin, Robert L. Mears,
and Robert W. Lauterberg.

[Signature]

James D. Campbell
Notary Public #22055
M commission expires October 31, 2009.

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Exhibit B

**TRUST JOINDER AGREEMENT
FOR PARTICIPATING EMPLOYERS UNDER
VIRGINIA POOLED OPEB TRUST FUND**

THIS TRUST JOINDER AGREEMENT is made by and between the Local Finance Board of City of Poquoson, Virginia (herein referred to as the "Local Finance Board") of the City of Poquoson, Virginia (herein referred to as the "Participating Employer"), and the Board of Trustees (herein collectively referred to as the "Trustees") of the Virginia Pooled OPEB Trust Fund (herein referred to as the "Trust Fund").

WITNESSETH:

WHEREAS, the Participating Employer provides post-employment benefits other than pensions (herein referred to as "Other Post-Employment Benefits"), as defined in section 15.2-1545 of the Virginia Code, for Employees and Beneficiaries; and

WHEREAS, the governing body of the Participating Employer desires to establish a trust for the purpose of accumulating and investing assets to fund Other Post-Employment Benefits as it may appropriate; and

WHEREAS, the governing body of the Participating Employer has adopted an ordinance and/or resolution (a certified copy of which is attached hereto as Exhibit A) to authorize participation in the Virginia Pooled OPEB Trust Fund and establish a Local Finance Board, and, pursuant to Virginia Code § 15.2-1547, has directed the Local Finance Board to enter into this Trust Joinder Agreement; and

WHEREAS, the Trust Fund, in accordance with the terms of the Virginia Pooled OPEB Trust Fund Agreement (the "Agreement"), provides administrative, custodial and investment services to the Participating Employers in the Trust Fund; and

WHEREAS, the Local Finance Board, upon the direction of the governing body of the City of Poquoson, Virginia, desires to submit this Trust Joinder Agreement to the Trustees to enable the City of Poquoson, Virginia, to become a Participating Employer in the Trust Fund and a party to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements flowing to each of the parties hereto, it is agreed as follows:

1. Pursuant to the Board of Trustees' acceptance of this Trust Joinder Agreement, the City of Poquoson, Virginia, is a Participating Employer in the Trust Fund, as provided in the Agreement, and the Local Finance Board is authorized to enter into this Trust Joinder Agreement, and to represent and vote the beneficial interest of the City of Poquoson, Virginia, in the Trust Fund in accordance with the Agreement.

2. Capitalized terms not otherwise defined in this Trust Joinder Agreement have the meaning given to them under the Agreement.

3. The Local Finance Board shall cause appropriations designated by the Participating Employer for deposit in the Trust Fund to be deposited into a depository designated by the Trustees.

4. The Local Finance Board shall timely remit, or timely approve the remittance of, administrative fees as may be due and payable by the Participating Employer under the Agreement into a depository designated by the Trustees.

5. The Participating Employer shall have no right, title or interest in or to any specific assets of the Trust Fund, but shall have an undivided beneficial interest in the Trust Fund; however, there shall be a specific accounting of assets allocable to the Participating Employer.

6. The Local Finance Board shall provide to the Administrator designated by the Trustees all relevant information reasonably requested by the Administrator for the administration of the Participating Employer's investment, and shall promptly update all such information. The Local Finance Board shall certify said information to be correct to the best of its knowledge, and the Trustees and the Administrator shall have the right to rely on the accuracy of said information in performing their contractual responsibilities.

7. The Trust Fund provides administrative, custodial and investment services to the Participating Employer in accordance with the Agreement.

8. The Trustees and the Administrator, in accordance with the Agreement and the policies and procedures established by the Trustees, shall periodically report Trust activities to the Participating Employer on a timely basis.

9. The Local Finance Board and the Participating Employer agree to abide by and be bound by the terms, duties, rights and obligations as set forth in the Agreement, as may be amended by the Trustees, which is attached hereto and is made a part of this Trust Joinder Agreement.

10. The Local Finance Board, in fulfillment of its duties as the trustee of the Participating Employer, retains the services of the Investment Manager or Managers selected by the Trustees pursuant to the Agreement.

11. The term of this Trust Joinder Agreement shall be indefinite; however, the Participating Employer may not terminate this Trust Joinder Agreement until 180 days after its initial investment. Thereafter, the Local Finance Board may terminate this Trust Joinder Agreement on behalf of the Participating Employer by giving at least 90 days prior notice in writing to the Trustees. Termination shall be governed by the provisions of the Agreement.

IN WITNESS WHEREOF, the Local Finance Board has caused this Trust Joinder Agreement to be executed this _____ day of _____, 20____.

LOCAL FINANCE BOARD OF
_____, **VIRGINIA**

ATTEST:

* * * *

ACCEPTANCE:

VIRGINIA POOLED OPEB TRUST FUND
Virginia Local Government Finance Corporation

By: _____
Administrator

#.:ODMA\PCDOCS\DOCSNFK\1259891\7

ORDINANCE NO. _____

**AN ORDINANCE MAKING ADDITIONAL APPROPRIATIONS
AND TRANSFERS FOR FISCAL YEAR 2016-2017**

WHEREAS, the City personnel policies include other post-employment health insurance benefits, and

WHEREAS, the City has a need to account for those benefits in a separate fund, and

WHEREAS, an initial deposit into the fund is necessary to implement the funding for these benefits.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Poquoson, Virginia:

Section 1: That a Special Revenue Fund be established to account for other post-employment benefits.

Section 2: That an additional \$56,740 in revenues in the General Fund and \$56,740 in revenues in the Special Revenue Fund-OPEB be and the same hereby are appropriated within the Fiscal Year 2016-2017 Budget as follows:

GENERAL FUND

Revenues:

Transfer from Fund Balance \$56,740

TOTAL \$56,740

Expenditures:

Transfer to Special Revenue Fund-OPEB \$56,740

TOTAL \$56,740

SPECIAL REVENUE FUND-OPEB

Revenues:

Transfer from General Fund \$56,740

TOTAL **\$56,740**

Expenditures:

OPEB \$56,740

TOTAL **\$56,740**

Section 3: That the second reading of this ordinance is hereby dispensed with and the provisions contained herein shall become effective immediately upon adoption.

ADOPTED: _____

TESTE: _____

City Clerk