

**AMENDED AGREEMENT AND
DECLARATION OF TRUST**

**SEIU LOCAL 721
TRAINING FUND TRUST**

This Amended Agreement and Declaration of Trust is made effective May 6, 2013 between and among the Service Employees International Union, Local 721, (SEIU), the County of Riverside (County), and the individuals who herein and hereafter serve as Trustees of the Fund established by this document.

WITNESSETH:

WHEREAS, SEIU is a labor organization that represents individuals employed by the County and its political subdivisions with respect to the terms and conditions of their employment; and

WHEREAS, the training of such employees, remains a matter of great interest for SEIU; and

WHEREAS, such employees have common concerns about their training; and

WHEREAS, personal development and competitiveness can be enhanced for the benefit of such employees, and the County through the training of such employees; and

WHEREAS, SEIU and the County who are parties to this Agreement and Declaration of Trust wish and agree to establish a trust fund for such purposes, and wish to set forth in writing the terms and conditions governing such trust fund;

NOW THEREFORE, in consideration of the foregoing representations and the mutual promises herein, it is agreed and declared as follows:

ARTICLE I
Definitions

- 1.01. GENERALLY:** Unless the context or subject matter otherwise requires, the definitions set forth in this Article shall govern the interpretation and application of this instrument.
- 1.02. SEIU:** The term “SEIU” means the Service Employees International Union, Local 721.
- 1.03. FUND:** The term “Fund” means the SEIU Local 721 Training Trust Fund established by this instrument.
- 1.04. TRUST AGREEMENT:** The term “Trust Agreement” means the Agreement and Declaration of Trust, including any and all amendments thereto.
- 1.05. TRUSTEE:** The term “Trustee” means one of the individuals named herein or appointed hereafter in accordance with the Trust Agreement, including any and all amendments thereto, as a Trustee to hold the Fund’s assets in trust and to manage and operate the Fund.
- 1.06. BOARD OF TRUSTEES:** The term “Board of Trustees” and “Board” mean the body comprised of all of the Trustees.
- 1.07. COUNTY:** The term “County” means the County of Riverside and its political subdivisions to the extent that they employ employees represented by SEIU and which are or become signatory to this Trust Agreement or otherwise adopt it.
- 1.08. EMPLOYEE:** The term “Employee” means an employee represented by SEIU with respect to the terms and conditions of employment.

1.09. EMPLOYEE GROUP: The term “Employee Group” means a group of Employees represented by SEIU.

ARTICLE II
Declaration of Trust and Purposes

2.01. DECLARATION OF TRUST: SEIU and the County do hereby declare a trust fund to be known as the SEIU Local 721 Training Trust Fund is to be used for the purposes permitted by the Trust Agreement, including any and all amendments thereto, and applicable law.

2.02. GENERAL PURPOSES: The general purposes and objectives of the Fund shall be as follows:

- (a) To promote improved training for Employees,
- (b) To identify, research, collect and distribute information about the training of Employees, and about the effectiveness of measures to protect and improve the training of Employees;
- (c) To develop and promote programs to train Employees,
- (d) To promote the efficient and effective use of available training programs by Employees:
- (e) To promote the development, adoption and improvement of training programs for Employees, by other governments and organizations;
- (f) To develop and distribute information, materials, programs, goods and services concerning training issues affecting Employees;
- (g) To promote communication and cooperation among SEIU, the County and other governmental bodies concerning training issues;

- (h) To develop and promote training record-keeping and notification systems for Employees;
- (i) To promote the Fund and its programs to other governments and organizations, and to the general public;
- (j) To advise other governmental bodies and officials about training matters that affect or may affect Employees;
- (k) To solicit and obtain financing for the Fund from any and all lawful sources consistent with the Fund's tax-exempt status and applicable law, including Employer Associations, Employees, SEIU, SEIU affiliates, SEIU-sponsored organizations, foundations, governmental bodies, and the general public; and
- (l) To otherwise implement the purposes and provisions of Section 6(b) of the U.S. Labor Management Cooperation Act of 1978 (Public Law 95-524).

2.03. LIMITATIONS: The following limitations shall apply to the purposes and activities of the Fund:

- (a) The Fund is not intended to engage in activities that would bring the Fund within the definition of an employee benefit plan and coverage of the U.S. Employee Retirement Income Security Act (ERISA), Sections 3(1), 3(2), 3(3), and 4. The purposes of the Fund, as set forth in Section 2.02 of this Trust Agreement, shall not be constructed as to bring the Fund within such ERISA definition and coverage. To the extent that any program of the Fund is determined by any authoritative governmental entity to be an

ERISA-Covered employee benefit plan, that program shall be treated as separate and severable from all other programs and activities of the Fund.

- (b) The Fund shall be a not-for-profit trust. No net earnings of the Fund shall inure to the benefit of any person or entity except to the extent permitted under the U.S. Internal Revenue Code for an organization that is tax-exempt under Section 501(e)(5) of the Code.

2.04. LEGAL STATUS: The Fund is intended to be a labor-management cooperation committee within the meaning of Section 302(c)(9) of the Labor Management Relations (“Taft-Hartley”) Act that is permitted to receive employer contributions. It is further intended that the Fund qualify as a tax-exempt trust under Section 501(c) (5) of the Internal Revenue Code.

ARTICLE III Trustees

- 3.01. ROLE OF TRUSTEES:** The administration, management and operation of the Fund shall be exclusively the right and responsibility of the Board of Trustees.
- 3.02. COMPOSITION OF THE BOARD:** The Board of Trustees shall be composed of not fewer than four (4) Trustees, and shall have equal numbers of SEIU Trustees and County Trustees together with such Neutral Trustees, if any, as the other Trustees may mutually agree to appoint.
- 3.03. TRUSTEES:** The incumbents in the following positions are hereby designated as the Trustees, and are vested with all property, rights, powers, and obligations hereunder:

SEIU Local 721 Trustees

County Trustees

President

Assistant CEO/Human Resources Director

Inland Regional Director

Assistant Human Resources Director(s)

Regional Vice President(s)

Employee Relations Division Manager or Designee

3.04. ACCEPTANCE OF TRUSTEESHIP: Each Trustee shall acknowledge his or her acceptance of trusteeship and consent to serve as a Trustee in accordance with this Trust Agreement in writing and be affixed to the Trust Agreement. Each successor Trustee shall be vested with all property, rights, powers and duties of a Trustee hereunder immediately upon signing a copy of the Trust Agreement, including any and all amendments thereto, or a written acknowledgement incorporating and affixed to the Trust Agreement, including any and all amendments thereto, without the necessity of any other formal conveyance or other instrument of title. Such a successor or additional Trustee shall have no responsibility or liability for acts or omissions of the Trustees before he or she assumed the position or office as a Trustee.

3.05. TERM OF TRUSTEES: Each Trustee shall serve until his or her effective resignation, disqualification, removal, disability, or death.

3.06. RESIGNATION: Any Trustee may resign by a written instrument executed for that purpose and delivered to the remaining Trustees and, if a SEIU Trustee, to SEIU Local 721's Inland Regional Director.

3.07. REMOVAL: Any SEIU Trustee may be removed at any time from his or her position as Trustee, with or without cause, by SEIU Local 721's Inland Regional Director. Any Trustee may be removed at any time, with or without cause, by majority vote of the other Trustees.

- 3.08. VACANCIES:** No vacancy or vacancies on the Board of Trustees shall impair the power of the remaining Trustees to administer, manage operate the Fund pending the filling of such vacancy or vacancies.
- 3.09. QUALIFICATIONS:** An individual may serve as a Trustee while also serving as an officer or employee of SEIU or of the County.
- 3.10. COMPENSATION AND EXPENSES:** The SEIU Trustees and the County Trustees shall receive no compensation for their services as Trustees. The SEIU Trustees and the County Trustees may authorize the payment from Fund assets of reasonable compensation to any Neutral Trustee(s) appointed in accordance with this Article. All Trustees may be reimbursed from Fund assets for reasonable and actual expenses incurred in connection with their services to the Fund.

ARTICLE IV
Powers, Rights, and Duties of Trustee

- 4.01. GENERAL POWERS:** The Board of Trustees is hereby vested with all authority and powers which it deems necessary or appropriate to carry out the purposes of the Fund, including but not limited to full authority and power:
- (a) To lease, purchase or obtain such lands, premises, materials, supplies, equipment, insurance, goods and services as the Board deems necessary or appropriate, and to pay reasonable compensation, costs or expenses therefore from the Fund;
 - (b) To hire, employ, retain or contract with persons or organizations to provide such administrative, clerical, technical, professional, legal, accounting, actuarial and other assistance as the Board deems necessary or

- appropriate, and to pay reasonable compensation, costs or expenses therefore from the fund;
- (c) To determine, in the Board's discretion, the priorities and timetables for carrying out the purposes of the Fund, and to pursue some purposes of the Fund and not others;
 - (d) To develop and implement such programs, plans, services, goods and materials as the Board deems necessary or appropriate for carrying out the purposes of the Fund;
 - (e) To delegate to any employees, agents, professionals, or service providers such powers and duties as the Board considers necessary or appropriate;
 - (f) To enter into on behalf of the Fund such contracts or agreements as the Board considers necessary or appropriate;
 - (g) To solicit, set rates for and receive contributions, grants, gifts, dues, assessments, and any other payments or property from any lawful source whatever, the federal government, state governments, private foundations, and SEIU and its affiliates;
 - (h) To establish and accumulate as part of the Fund such reserve or reserves as the Board considers necessary or appropriate to carry out the purposes of the Fund and to meet the requirements of applicable law;
 - (i) To invest and reinvest the Fund in any type of prudent investments not expressly prohibited by applicable law, to take any and all action with respect to holding, buying, selling and exchanging such investments in the name of the Board or in the name or it's nominee as it considers

appropriate, and to authorize any bank, trust company, insurance company or investment manager to commingle any monies deposited with it in any pooled investment account administered or managed by it;

- (j) To hold uninvested cash, without liability for interest thereon, in such sums as the Board deems necessary or appropriate for meeting the cash needs of the Fund;
- (k) To payout of the Fund such real and personal property taxes, income taxes, and other taxes of any kind as may be lawfully imposed or assessed upon the Fund or with respect to any of its property;
- (l) To compromise, settle, arbitrate, and release claims or demands in favor of or against the Fund or the Trustees on such terms and conditions as the Board deems necessary or appropriate;
- (m) To initiate on behalf of the Fund such lawsuits and other legal proceedings as the Board deems necessary or appropriate, to defend lawsuits or other legal proceedings brought against the Fund or the Trustees and to pay the cost and expenses thereof, including attorneys' fees, out of the Fund to the extent not prohibited by applicable law;
- (n) To contract or subcontract for such goods, services, premises, equipment, personnel, offices or supplies as the Board deems necessary or appropriate, and to pay reasonable compensation. costs and expenses therefore, to the extent not prohibited by applicable law;

- (o) To promote the Fund and to take such other actions as the Board deems necessary or appropriate to attract interest in the Fund's purposes and activities;
- (p) To adopt such policies, procedures, rules, regulations, or by-laws as the Board deems necessary or appropriate and which shall be binding on all parties dealing with the Fund;
- (q) To interpret this Trust Agreement and all policies, procedures, rules, regulations and by-laws adopted by the Board and to bind all parties dealing with the Fund by such interpretations;
- (r) To determine all questions arising in the Fund's administration, management or operations, which determinations shall bind all parties dealing with the Fund;
- (s) To negotiate, obtain, purchase and maintain such policies or contracts of insurance as the Board deems necessary or appropriate, or to pay or provide for the payment of premiums therefore from the Fund;
- (t) To borrow or lend money in the name of the Fund on such terms and conditions, and from whatever lawful source, or to such lawful entity or person, as the Board deems necessary or appropriate;
- (u) To establish and finance from Fund asset such other trusts and tax-exempt organizations as the Board deems necessary or appropriate;
- (v) To seek the advice, opinion, or direction of an appropriate court or other appropriate government body on any matter pertaining to the administration of the Fund;

- (w) To decide what programs, services, and other activities the Fund shall engage in to advance its purposes;
- (x) To decide what services the Fund shall provide with respect to any particular Employee Group, or other group or individual; and
- (y) To do all acts, whether or not expressly authorized herein, which the Board deems necessary or appropriate to protect the Fund and its property or to accomplish the purposes of the Fund.

4.02. ALLOCATION AND DELEGATION OF FIDUCIARY RESPONSIBILITY:

The Board of Trustees may allocate such fiduciary responsibilities and administrative duties to one or more Trustees, to committees of Trustees, or to other persons as it may deem necessary or appropriate consistent with applicable law.

4.03. ALLOCATION AND DELEGATION OF INVESTMENT FUNCTIONS:

- (a) The Board of Trustees is hereby empowered to appoint and retain a qualified investment manager or managers, who may be business organizations or individuals, and to delegate to such investment manager(s) full authority to manage, acquire and dispose of such assets of the Fund as the Board shall specify, subject to the requirements of applicable law. The investment manager(s) shall report to the Board on a regular basis and as ordered by the Board as to activities, investments, holdings, acquisitions and disposal of assets.
- (b) No Trustee shall be liable for the acts or omissions of such investment manager(s) or be under any obligation to invest or otherwise manage any

of the Fund which is subject to the management of such investment manager(s).

- (c) In connection with any allocation or delegation of investment functions or responsibility, the Board may, from time to time, adopt appropriate investment policies or guidelines.

4.04. DEPOSIT AND WITHDRAWAL OF FUNDS:

- (a) All monies received by or on behalf of the Fund hereunder shall be deposited in such bank or banks as the Board of Trustees may designate for that purpose, and all withdrawals of monies from such account or accounts shall be made only by checks, drafts, or other recognized written method of transmitting money signed by such Trustees as are authorized in writing by the Board to sign. Except as hereinafter provided, no check, draft or other writing drawing on the Fund's account or accounts shall be valid unless signed by one (1) SEIU and one (1) County Trustee.
- (b) The President of SEIU Local 721 and the Assistant CEO/Human Resources Director shall be the only Trustees with the authority to sign checks or otherwise draw upon such separate and specific bank account or accounts as the Board may establish or designate for this purpose. The Board may, in its discretion, limit the amount and number of such checks or draws as it considers appropriate.

- 4.05. EXECUTION OF DOCUMENTS:** Except as provided otherwise herein, the Board of Trustees may authorize one, or both, of the Co-Chairs of the Board or anyone or more of the other Trustees to execute any notice, document,

certification or other instrument in writing, and all persons, partnerships, corporations, associations, and other entities may rely thereupon that such notice or instrument has been duly authorized and is binding on the Fund and the Board.

- 4.06. BOOKS OF ACCOUNT:** The Board of Trustees shall cause to be kept true and accurate books of account and record of all Fund transactions, which shall be audited by an independent certified public accountant on a schedule to be determined by the Board.
- 4.07. RIGHT TO INFORMATION:** The Board of Trustees is empowered and entitled to demand and promptly obtain from the County and from any other person or organization dealing with the Fund, such documents or information as the Board deems necessary or appropriate for the administration of the Fund, but the Board shall make no other or further use of such documents or information. The Board is further empowered to provide information to such persons or organizations as it deems necessary or appropriate to carry out the purposes of the Fund, giving due regard for the privacy of certain information.
- 4.08. SURETY OR FIDELITY BONDS:** To the extent required by applicable law or as otherwise deemed necessary or appropriate by the Board of Trustees, the Trustees, as well as employees and agents of the Fund engaged in handling assets of the Fund, shall be bonded by a duly authorized surety company, and the cost of such bonding shall be payable from the Fund.
- 4.09. ERRORS & OMISSIONS INSURANCE:** The Board of Trustees may in its discretion obtain and maintain contracts or policies of insurance, to the extent permitted by law, to insure themselves, the Fund as such, as well as employees or

agents of the Trustees and of the Fund, while engaged in business and related activities for and on behalf of the Fund (1) with respect to liability to the Fund and others as a result of acts, errors or omissions of such Trustee or Trustees, employees, or agents, respectively, provided such insurance contract or policy shall permit recourse by the insurer against the Trustees and other covered persons if required by law, and (2) with respect to injuries received or property damages suffered by them. The cost of the premiums for such policies or contracts of insurance shall be paid out of the Fund. Any Trustee or other covered fiduciary may purchase, at his, her or its own expense, a rider to such policy or contract or a separate contract or policy to insure against any recourse by the insurer.

4.10. PERSONAL LIABILITY: To the full extent permitted by applicable law:

- (a) Neither SEIU, nor the County, nor any of their officers or representatives shall be responsible or liable in any respect for any of the acts or omissions or obligations of the Fund or the Trustees, individually or collectively.
- (b) Neither SEIU, nor any County, nor any Trustee shall be responsible or liable for:
 - (1) The validity of this Trust Agreement or of any Fund program;
 - (2) The form, validity, sufficiency or effect of any contract or policy which may be entered into;
 - (3) Any delay occasioned by any restrictions or provisions in this Trust Agreement, in rules adopted by the Board, in any contract or

policy procured in the course of administration of the Fund, or in any memorandum of understanding or other agreements;

- (4) The payment of any sums beyond those received by the Board of Trustees.
- (c) Neither the Board of Trustees nor the Fund shall be bound by any representations about the Fund or any program of the Fund, other than those representations contained in this Trust Agreement or official written communications from the Board of Trustees.
- (d) No Trustee shall be liable or responsible for his or her own acts or omissions or for any acts or omissions of any other fiduciary or person; except for his or her own acts or omissions determined by a court to be willful misconduct, or as otherwise required by law. The Fund shall indemnify (through insurance or otherwise) each Trustee against any and all claims, losses, damages, expenses and liabilities arising from any action or omission, and shall assume the cost of defending same, except to the extent that the Trustee is found personally liable under the preceding sentence.
- (e) Neither the Trustees nor the Fund shall assume any responsibility for the oversight, carelessness, inadvertent error, or any other act or omissions, or for any misstatement or misrepresentation made, by any agent or employee of any insurance company, bank, trust company, investment manager, service provider, County, or SEIU. Further the obligation or liability of the Trustees and the Fund hereunder shall be specifically

limited to the receipt of any sum or sums which may come into their hands pursuant to the terms of this Trust Agreement.

- (f) The Trustees shall not be liable for the proper application of any part of the Fund or for any other liabilities arising in connection with the administration or operation of the Fund, except as herein provided.
- (g) The Trustees shall be fully protected in acting upon any instrument, certificate or paper believed by them to be genuine and to be signed or presented by the proper person or persons, and shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.
- (h) The Trustees may from time to time consult with the Fund's legal counsel, accountant, consultants, actuaries or other professionals, and shall be fully protected in acting in reliance on such advice.
- (i) The Trustees shall be fully protected in reliance on information, data, statistics or analyses furnished by persons performing such functions for the Fund.
- (j) The Trustees, employees and agents of the Fund shall have no liability for acting in compliance with a provision of the Trust Agreement or of any Fund program which is subsequently found to be unlawful.
- (k) The Fund may, at the discretion of the Board of Trustees, indemnify any employee of the Fund against liability for acts or omissions in the scope and course of his or her employment.

ARTICLE V
Trustees' Procedures

- 5.01. OFFICERS:** The Board of Trustees shall select from among the Trustees two (2) Co-Chairs; one of whom shall be a SEIU Trustee, and the other of whom shall be a County Trustee. The Board of Trustees may appoint such other officers as it deems appropriate.
- 5.02. MEETINGS:** Meetings of the Board of Trustees shall be held at such times and at such places, or by such means, as the Co-Chairs or a majority of the Trustees may agree upon. Such meetings may be called upon five (5) days' notice to all Trustees, except that a meeting may be held at any time without notice if all the Trustees consent. The Board shall meet not less often than once each year. Meetings may be conducted in person or through telephonic or other electronic means which permit discussion among the Trustees; provided, however, that preference shall be given face-to-face meetings.
- 5.03. QUORUM:** No actions shall be taken at a meeting of the Board of Trustees unless a quorum, equal to two (2) Trustees, one of whom must be a County Trustee and one of whom must be a SEIU Trustee, is present.
- 5.04. MINUTES OF MEETINGS:** The Board of Trustees shall keep written minutes of all meetings, but such minutes need not be verbatim. Copies of the minutes shall be sent to all Trustees and to such others as the Board directs.
- 5.05. ACTION BY BOARD:** Except as otherwise provided herein, all action by the Trustees shall be taken at Board meetings and by simple majority vote of the Trustees in attendance and voting. Each Trustee shall have one (1) vote.

5.06. ACTION BY BOARD WITHOUT MEETING: Action may be taken by the Board of Trustees in writing without a meeting, provided that all the Trustees concur in the taking of such action without a meeting.

5.07. DEADLOCK: In the event that any matter considered by the Board of Trustees cannot be decided because of a tie-vote or because of the lack of a quorum at two (2) consecutive meetings, any two (2) Trustees may invoke the procedures of the American Arbitration Association for the appointment of an arbitrator to resolve the deadlock. The cost and expense incidental to any arbitration proceedings, including the arbitrator's fees and attorneys' fees, shall be payable from the Fund.

ARTICLE VI Contributions

6.01. CONTRIBUTIONS: The County shall pay into the Fund contributions in such amounts, in such manner, and at such times as any Memorandum of Understanding between the parties hereto shall require from time to time.

6.02. DEFAULT IN PAYMENT: In addition to any other remedies to which the Fund or the Board of Trustees is entitled, if the County fails to pay contributions or other payments owed within thirty (30) days of when due the County shall be liable to the Fund for interest at the rate of one half percent ($\frac{1}{2}\%$) per month compounded from the due date of payment, as well as for all expenses of collection incurred by the Fund, including attorneys' fees and court costs. The Board is empowered to institute proceedings at law or equity, and to take any other action, to collect contributions and all other payments due.

- 6.03. CONTRIBUTION REPORT:** The County shall submit to the Fund such written reports or documents as the Board of Trustees may deem necessary or appropriate to collect and substantiate contributions.
- 6.04. AUDITS:** The County, at the request of the Board of Trustees, shall submit to an audit by the County Auditor-Controller of the appropriate records of the County to verify that the correct amount of contributions or of other payments due has been or will be paid.
- 6.05. CORPUS OF FUND:** The corpus of the Fund shall consist of all contributions and other payments received from the County, and the investment earnings thereon if any, together with all monies or other property received by the Fund from any and all other lawful sources.

ARTICLE VII Amendment & Termination

- 7.01. AMENDMENT BY BOARD:** The Trust Agreement may be amended, in whole or in part, at any time by the Board of Trustees by a duly executed written instrument; provided that no amendment shall violate applicable law or alter the fundamental purpose of the Fund to promote training of Employees, and provided further that no amendment shall permit the net earnings of the Fund to inure to the benefit of any member, County, SEIU, or any other individual or organization, except to the extent permitted by applicable provisions of the Internal Revenue Code. Any such amendment shall be deemed as part of the Trust Agreement and shall be binding on the Board, the County, SEIU, and all other parties dealing

with the Fund. The Board is empowered to fix such effective date for an amendment as it deems necessary or appropriate.

- 7.02. TERMINATION OF FUND:** This Trust Agreement and the Fund may be terminated at any time by the Board of Trustees; provided that such action shall be confirmed by a duly executed written instrument; and provided further that no termination by the Board shall be effective until written notice is delivered to SEIU Local 721's Inland Regional Director; and to the County.
- 7.03. PROCEDURE ON TERMINATION:** In the event of termination of the Fund, the Board of Trustees shall first apply the Fund assets exclusively to pay or provide for the payment of any and all proper obligations of the Fund, and then shall distribute or apply any remaining assets of the Fund in a manner which the Board, in its sole discretion, deems consistent with the purposes of the Fund and which is not prohibited by applicable law. The Board is empowered to take any and all action necessary or appropriate to effectuate the termination and final distribution of assets and to conclude the Fund's affairs. The Trustees shall continue to serve as such until the Fund's affairs are concluded.
- 7.04. MERGER:** The Board of Trustees may agree to merge the Fund with or into another trust or other tax-exempt entity with the same fundamental purposes as the Fund; provided that such action is not prohibited by applicable law; and provided further that written notice of such a merger agreement shall be given to the County and SEIU.
- 7.05. NO INUREMENT:** Under no circumstances, including termination or merger, shall the Fund inure to the benefit of any member, County, SEIU, Employee

Group, or any other individual or organization, except to the extent permitted by applicable provisions of the Internal Revenue Code.

ARTICLE VIII
Miscellaneous

- 8.01. GOVERNING LAW:** All questions pertaining to the validity, construction and administration of the Fund not governed by federal law of the United States shall be governed by the law of the State of California.
- 8.02. SEVERABILITY & SAVINGS:** The provisions of this Trust Agreement shall be interpreted in a manner consistent with applicable law. If any provision of this Trust Agreement should be declared invalid or unenforceable or inoperative by any competent governmental authority, the Board of Trustees shall suspend the operation of such provision and shall substitute in its stead a provision which will meet the objections to validity and which is consistent with the purposes of the Fund. Such a determination that certain provisions of this Trust Agreement are invalid or inoperative or unenforceable by operation of law shall not affect the continued validity and operation of the remaining provisions of this Trust Agreement.
- 8.03. LIMITATION OF RIGHTS:** No individual or entity, save the Board of Trustees, shall have any interest, right or ownership in the Fund or its assets. The obligations of the Fund shall be payable only from the assets of the Fund.
- 8.04. EXECUTION OR ADOPTION:** This Trust Agreement may be signed or executed by the County, SEIU, or Trustee on separate sheets attached to the Trust Agreement This Trust Agreement may also be adopted by express reference in a

memorandum of Agreement or other written agreement accepted by the Board of Trustees.

IN WITNESS OF THEREOF, and to acknowledge their agreement to and acceptance of the terms and obligations of this Amended Trust Agreement, the undersigned do cause this instrument to be duly executed.

SIGNATORIES

FOR SEIU, Local 721



Bob Schoonover, President

Date: May 10, 2013

FOR RIVERSIDE COUNTY



Barbara A. Olivier, Assistant CEO/HR Director

Date: May 6, 2013