

CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST

<u>Table of Contents</u>	<u>Tab</u>
Agreement and Declaration of Trust [4/26/1996]	<u>1</u>
Amendment 1 [Timely Payment of Contributions]	<u>2</u>
Amendment 2 [Preamble & Term “Participant”]	<u>3</u>
Amendment 3 [Number of Trustees; Qualifications; Rule Making Powers]	<u>4</u>
Amendment 4 [Payment Responsibility]	<u>5</u>
Amendment 5 [Successor Trustees & Alternates]	<u>6</u>
Amendment 6 [Trustee Compensation]	<u>7</u>
Amendment 7 [Meetings]	<u>8</u>

AGREEMENT AND DECLARATION OF TRUST OF THE
CORAL GABLES FRATERNAL ORDER OF POLICE
HEALTH TRUST

THIS AGREEMENT AND DECLARATION OF TRUST OF THE CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST, is made and entered into this 26th day of APRIL, 1996, by the Trustees of the CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST ("Trust Fund"), and any successor Trustees herein appointed and subscribing hereto:

W I T N E S S E T H:

WHEREAS, the FRATERNAL ORDER OF POLICE, CORAL GABLES LODGE NO.7 ("FOP"), has executed, and from time to time will execute Collective Bargaining Agreements with the City of Coral Gables, Florida ("City"), which will, among other things, obligate the City and the employees represented by the FOP to make payments into a Trust Fund for the benefit of those employees and their beneficiaries, and to establish, by the use of said Trust Fund, a Plan of benefits; and

WHEREAS, the parties are desirous of establishing this Agreement and Declaration of Trust, ("Trust Agreement") for the purpose of establishing and maintaining a Trust Fund which will conform to all applicable federal statutes and regulations, state laws and administrative rules, and City Charter, Code and Regulations.

NOW, THEREFORE, the parties agree that the Agreement and Declaration of Trust of the CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST is hereby established to provide as follows:

ARTICLE 1

DEFINITIONS

The following definitions shall govern the following terms when used in this Trust Agreement, unless otherwise specifically required by the context.

Section 1: Administrator - The person, persons, firm, corporation or insurance company or companies, appointed by the Trustees to administer this Trust Fund.

Section 2: Beneficiary - The term "beneficiary" shall mean a person designated by a participant or by the terms of the Plan created pursuant to this Trust Agreement who is or may become entitled to a benefit thereunder.

Section 3: Collective Bargaining Agreements - The term "Collective Bargaining Agreements," as used herein, shall mean any written agreement, supplemental agreement, memorandum of understanding, final arbitrator's decision, judicial decision, or the decision of any public board or agency, by and between the FOP and the City and in any amendments, continuations or renewals, which require the City and/or employees to make payments into a Plan of benefits for employees represented by the FOP and their beneficiaries.

Section 4: Contributions - The term "contributions," as used herein, shall mean the payment required to be made to the Trust Fund by the City and the Participants and/or beneficiaries under the existing Collective Bargaining Agreement or any future Collective Bargaining Agreements, and under the Plan document, for

the purpose of providing a Plan of benefits for Participants and their beneficiaries.

Section 5: Participant - The term "Participant," as used herein, shall mean any person who performs work covered by the Collective Bargaining Agreement, or any future Collective Bargaining Agreements, between the City and the FOP, **including retirees and non-bargaining unit sworn employees**, and for whom the City is obligated to make contributions to the Trust Fund.

Section 6: Plan or Plans - The term "plan" or "plans," as used herein, shall mean the plan or plans of death, accident, health and hospitalization and surgery, medical benefits and other related benefits and the basis on which such benefits are made available to participants and their beneficiaries as determined by the Trustees; as well as programs, methods and procedures for the making of regular contributions to the Trust Fund, or the payment of benefits from the Trust Fund, or the securing of benefits from the Trust Fund, in accordance with the rules and regulations relating to eligibility requirements, amount and computation of benefits, and the general administration and operation of the Trust Fund, as the Trustees may, from time to time adopt.

Section 7: Insurer - Any duly authorized commercial insurance company which may insure any of the beneficiaries of this Trust Fund.

Section 8: Trustees or Board of Trustees - The term "Trustees", or "Board of Trustees", as used herein, shall mean the Trustees of this Trust Fund nominated and appointed and successor

Trustees designated in the manner provided in this Agreement.

ARTICLE II

ESTABLISHMENT OF THE TRUST

Section 1: The purpose of this Trust Fund, known as the CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST, is to provide a Plan of benefits to Participants and beneficiaries of the Plan.

Section 2: The principal office and site of the Trust Fund shall be 225 Malaga Avenue, Coral Gables, Florida 33134. The Trustees shall have the power to move the principal office of the Trust Fund to another location and to establish branches or subordinate offices, as they deem necessary.

Section 3: This Trust Fund is created for the exclusive purpose of providing, through policies issued by duly licensed commercial insurance companies, through a fund of self-insurance, or through any other lawful means of providing a Plan of benefits in accordance with the Collective Bargaining Agreements between the City and the FOP, the Plan documents, the Trust Agreement, and the resolutions of the Trustees for the benefit of participants and their beneficiaries who are eligible to participate in accordance with the Plan.

Section 4: The Plan described herein shall conform to all applicable law, the Collective Bargaining Agreement requiring payments to the Trust Fund, this Trust Agreement, and such rules, regulations, arbitrators' awards, and court decisions as shall interpret the provisions of the Plan.

Section 5: The assets of the Trust Fund shall consist

of City contributions, Participant contributions, contributions made by persons entitled to rights of continuation coverage as defined in the Plan document of the Trust Fund, all investments made or held under trust, and all income therefrom both received and accrued, and any other property which may be received or held by the Trustees.

ARTICLE III

CONTRIBUTIONS TO THE HEALTH TRUST

Section 1:

(a) The City shall be authorized to pay to the Trust Fund such amount as is provided in the Collective Bargaining Agreement between the City and the FOP, and such contributions shall be made in accordance with said Collective Bargaining Agreements and this Trust Agreement, and such other rule and regulations of the Board of Trustees as are not inconsistent.

(b) Each Participant shall pay to the Trust Fund such amount as provided in the Collective Bargaining Agreements between the City and the FOP, or if no amount is specified in said Collective Bargaining Agreements, such amount as shall be determined by the Trustees; each qualified beneficiary or person entitled to continuation coverage pursuant to the Plan document shall pay such amount as shall be determined by the Trustees in accordance with applicable law.

(c) In the event that the Collective Bargaining Agreements do not set forth the time and place of payments, the manner of such payments, the procedures and the forms to accompany

said payments, and in the event these matters are not set forth in this Trust Agreement, then the Trustees may, in their discretion, decide the time, manner and means of payments, the procedures to be followed in making the payments, and the forms required to accompany said payments to said Trust Fund. Upon determination by the Trustees of these matters, the Trustees shall provide written notice to the City and to the FOP and require payments to be made pursuant to said rules and regulations.

Section 2: Trustees may compel and enforce payments of contributions in any manner they deem proper. The Trustees may make such additional rules and regulations for the enforcement of the collection of payments as they deem proper.

Section 3: As regards all payments to this Trust Fund, time is of the essence. The parties recognize that regular and timely payments of the City and Participant contributions are essential to the operation of the Trust Fund and the providing of benefits under the various insurance programs.

Section 4: Nothing contained herein shall be deemed to modify or limit in any way, the rights the FOP may have under the terms of the Collective Bargaining Agreements, any supplements or memoranda thereto, or any arbitrator's award, to enforce collection of any amounts due this Trust Fund, including the right of the FOP to sue for the same.

ARTICLE IV

TRUSTEES

Section 1: Number of Trustees - The number of the Board of Trustees members shall be established by the Chairperson, and shall not number less than seven (7) persons.

Section 2: Officers - The President of the Coral Gables Fraternal Order of Police shall be the chairperson of the Board of Trustees, and the chairperson shall select the vice chairperson, secretary and treasurer of the Board of Trustees.

Section 3: Trustee Qualifications

In order to be qualified as a Trustee, a person shall be a member in good standing of the FOP for at least three years prior to appointment and continuing thereafter throughout their term, and further shall be an active or retired sworn employee of the City of Coral Gables Police Department. Trustees shall continue to serve until their successors are appointed. Should a Trustee resign or be expelled or suspended from Union membership or from the Plan, he or she shall no longer serve as a Trustee.

A vacancy shall immediately occur whenever a Trustee resigns, dies, becomes incapable of performing his duties hereunder, or stops being qualified as a Trustee as provided in this Section.

Vacancies shall be filled by Successor Trustees as provided in Section 9 below.

Section 4: Acceptance of Appointment - The Trustees who are the currently appointed Trustees of this Trust are listed below:

Donald Holmes, Chairperson

Martin Barros, Vice Chairperson

Marc Werbin, Treasurer

Katherine Sours, Secretary

Dutch Baublitz

Charlie Faidley

Donald Moore

The above-named Trustees individually accept their appointment as Trustees under this Trust Agreement as signified by their signatures hereto and consent to act as Trustees hereunder until they or their successors are designated as provided in this Trust Agreement, and they declare and agree that they will receive and hold the assets of the Trust Fund as Trustees by virtue of the terms, conditions and provisions of this Trust Agreement and for the uses, purposes and trusts and with the powers and duties herein set forth.

Section 5: Absence of the Chairperson and/or Secretary -

In the event of the absence of the chairperson and the secretary from the meeting, the Trustees shall designate another Trustee as acting chairperson and/or acting secretary until his or her return.

Section 6: Alternate Trustees -

There shall be appointed two alternate trustees who shall be the immediate past president and the current vice-president of the FOP. They shall attend all meetings of the Trust Fund but shall have no vote with the following exception: upon the temporary absence of a Trustee, the position shall be filled for that meeting by the current vice-president; in the event of two

absences, the second absence shall be then filled by the immediate past president. In the instances in which an alternate acts for an absent trustee, he or she shall be entitled to vote on matters presented at that meeting.

Section 7: Resignation of Trustee - Any Trustee may resign at any time and be discharged from further duties and liabilities under this Trust Agreement by giving at least thirty (30) days' written notice to the Chairperson. In the notice there shall be stated a date on which such resignation shall take effect; and such resignation shall take effect on the date specified in the notice unless a Successor Trustee shall have been selected at an earlier date, in which event such resignation shall take effect immediately upon the selection of such Successor Trustee. A successor Trustee shall be appointed as set forth in section 9 below.

Section 8: Vacancies - A vacancy or vacancies in the office of the Trustees shall not impair the power of the remaining Trustees to administer the affairs of this Trust, provided there are sufficient Trustees to constitute a quorum as herein provided.

Section 9: Successor Trustees, Selection

If any Trustee shall resign, die, become incapable of performing his duties hereunder, is removed, or stops being qualified as a Trustee as provided in Section 3 above, a Successor Trustee shall be nominated by the Chairperson, with the approval of a majority of the Trustees and the approval by the Executive Board of the FOP.

Section 10: Successor Trustee, Assumption of Office

A Successor Trustee shall immediately upon selection and acceptance of the Trusteeship, become vested with all the property rights, powers and duties of a Trustee hereunder with like effect as if originally named a Trustee, without the necessity of any formal conveyance or other instrument of title.

Section 11: Meetings - The regular meetings of the Trust Fund shall be held monthly at a date, hour and place selected by the Chairperson. Special meetings may be called at any time by the Chairperson, the majority of the Board of Trustees, or upon the written request of not less than ten (10) members in good standing of the FOP. Notice of not less than two (2) days shall be required for holding such meetings, stating the time, place, and the nature of the business to be transacted. There shall be no business transacted at the meetings other than that showing in the call notice.

All official meetings of the Trust Fund shall be attended only by the Trustees and shall not be open to the public, except such other persons may attend as may be designated by the Trustees or when invited to do so, and as may be otherwise required by law.

Written minutes, a copy of which shall be furnished with reasonable promptness to each Trustee and legal counsel, shall be kept of all business transacted and of all matters upon which voting shall have occurred and the vote shall be recorded. Such minutes shall bear the signature of the Chairperson or Vice-Chairperson and shall be approved at the succeeding meeting.

Section 12: Quorum - At all regular and special meetings of the Board of Trustees, five (5) persons shall constitute a quorum. Any action taken by the Trustees, except as herein otherwise provided, shall be by affirmative vote of a majority of the number of Trustees serving on the Trust Fund. The Trustees must cast their votes in person.

Section 13: Actions without Meetings -

Action by the Trustees may be taken without a meeting, by telephone conference or by facsimile, in cases of emergency matters. Fund counsel or the fund administrator must subsequently provide written representation:

1. that a reasonable effort to contact all the Trustees was made,
2. that at least four Trustees have participated and at least a majority of the entire Board of Trustees voted in favor of any action,
3. as to the identity of the participating Trustees, and
4. as to the matters decided.

The action taken must be ratified by the Trustees at the subsequent Board of Trustees meeting.

Section 14: Declining Appointment - Should any appointee wish to decline his/her appointment, he or she shall do so in writing to the Chairperson within five (5) calendar days of his/her nomination.

Section 15: - Removal from the Board of Trustees -

1. Trustees shall be removed upon failing to meet qualifications as set forth in section 3 above.

2. A Trustee may be removed on the grounds of absenteeism, by a vote of the majority plus one of the entire Board of Trustees. Absenteeism is defined as three (3) absences within one calendar year, unless good cause is shown.

3. Voluntary resignation from employment shall be automatic cause for removal.

4. A Trustee may be removed for good cause as may be determined by a vote of the majority plus one of the entire Board of Trustees.

ARTICLE V

POWERS AND DUTIES OF THE TRUSTEES

Section 1: The Trustees shall hold all the powers of Trustees that are necessary to carry out the purposes of this Trust Fund and that are generally available to Trustees under the laws of the State of Florida, except as limited by this Trust Agreement. It is intended that this Trust Fund shall be tax exempt. The Trustees shall have the continuing power and duty to amend the Trust Agreement to the extent it becomes necessary to qualify said Trust Fund under the Internal Revenue Code and to continue the tax exempt status of the Trust Fund. The Trustees shall take no action or make any determination inconsistent with any qualification or ruling of the Internal Revenue Service, an arbitrator, or the courts with respect to this Trust Fund. In case of amendments to

the Internal Revenue Code or changes of regulations by the Internal Revenue Service or other governmental agency, the Trustees are empowered to take all necessary action to continue the qualifications of this Trust Fund as a qualified Plan and to continue contributions to it as tax free deductions.

Section 2: Maintenance of Group Health and Hospitalization Insurance - In carrying out the purposes of this Trust Agreement, and the Plan documents, the Trustees may maintain group health and hospitalization insurance policy or policies or may substitute other comparable or superior policies in lieu thereof. In providing Plan benefits to the Participants of the Plan so as to effectuate the purposes of this Trust Agreement, the Trustees shall be bound by the terms of this Trust Agreement, the Plan document, and the Collective Bargaining Agreements with the City and shall comply with all applicable laws. In addition to, or in lieu of, policies of insurance obtained through commercial or other insurance companies, the Trustees may, consistent with the law of the State of Florida, adopt a self-insured Plan of Benefits.

Section 3: Receipt of Contributions - The Trustees shall establish a uniform system for the timely transmission of required reports and contributions from the City and contributions from the Participants. The Trust Fund shall have the right and duty to enforce payment of all contributions provided for in the Collective Bargaining Agreements and the performance of all obligations provided in this Trust Agreement. The Trustees shall immediately notify the City, the FOP and the Administrator of any delinquency,

mistake or discrepancy in any report or contribution. Delay by the Trustees in bringing a suit to recover delinquent contributions from the City shall not be considered a waiver of any of the rights reserved to the Trust Fund. The failure of a Participant to pay the amount due by him to the Trust Fund shall be deemed grounds for disqualification from participation in the Plan and suspension of all benefits to the Participant and beneficiaries.

Section 4: (a) The Trustees shall maintain proper books of accounts and records of administration of the Trust Fund, including written records of all meetings properly attested.

(b) The Trustees shall compile and furnish to each individual Trustee all records which they individually or collectively require to properly discharge their duties. The books of accounts and records of administration of the Trust Fund, including minutes of all meetings, shall be available for inspection at the permanent office of the Trust Fund during reasonable business hours by the City or any Participant covered by this Agreement.

(c) The Trustees shall furnish to the FOP information relating to contributions from the City, pursuant to the Collective Bargaining Agreement and the status of coverage of covered Participants.

(d) The City shall be entitled to receive from the Trustees records pertaining to their contributions and any Participant shall be entitled to receive records of the Trustees relating to the activities of the Trust Fund in accordance with the

Public Records Act.

Section 5: The Trust Fund shall cause an annual audit to be made of the Trust Fund by a firm of independent certified public accountants. Such audit shall contain a summary of the assets and liabilities of the plan, a resume of the operations for the preceding year, together with such other data as the Trustees request and is required by law.

Section 6: Reports - The Trust Fund shall make reports to and file such information with the Internal Revenue Service and such other appropriate public authorities as may be required by state or federal law.

Section 7: Execution of Documents - A written instrument signed by the Trustees shall be evidence of the action of the Trust Fund. Whenever the signature of a Trustee is required on any such document, signature of the chairperson or secretary, or any persons acting in their place, shall be required, unless such authority has been delegated to an individual Trustee pursuant to the powers granted to the Trust Fund in Section 11 of this article; and as to any person doing business with the Trust Fund, any such instrument so signed shall be conclusively presumed to be authentic.

Section 8: The Trust Fund may assign or allocate specific responsibilities or duties among the Trustees, or appoint committees for the purpose of overseeing any activity or pursuing or investigating any activity or transactions in which the Trustees are interested. The said Trustee or Committee of Trustees may be assigned the responsibility to take action without prior approval

by the remainder of the Board of Trustees. Any such action taken under such circumstances shall be valid, proper and not be a breach of the fiduciary responsibility of the Trustee or Committees so appointed and so acting. The Trustees may rely on the report of the individual Trustee or Committee of Trustees who rendered the report or recommended the action which was undertaken by the full Board of Trustees after receiving the report of the Trustee or Committee of Trustees. No Trustee shall be liable for the acts of any Trustee or Committee of Trustees under these circumstances due to any act or omission on the part of the Trustee or Committee of Trustees to whom such responsibilities, obligations or duties have been assigned or allocated, unless the Trustee participates knowingly, knowing that such act or omission is a breach, or if the Trustee has knowledge of a breach by such other fiduciary without making reasonable efforts under the circumstances to remedy the breach.

Section 9: In the event of any suit brought against the Trust Fund or any Trustees arising out the acts within the scope and powers and duties of the Trustees, or in the event of any lawsuit brought by the Trustees as authorized herein, the cost of the defense of such lawsuit or the cost of the attorneys' fees for the prosecution of such suit shall be charged to the Trust Fund, and shall be paid directly from the Trust Fund, provided such costs are not incurred by reason of bad faith, gross negligence, or a breach of fiduciary obligation to the Trust Fund or to the beneficiaries thereof.

Section 10: All income, profits, recoveries, contributions, forfeitures and any and all monies, securities and properties of any kind at any time received or held by the Trustees hereunder, shall become part of this Trust Fund when received, and shall be held for the uses and purposes hereof.

Section 11: Bonding - The Trust Fund shall cause the Trustees, or any person, firm or organization with which it deals who have fiduciary responsibilities under this Trust Agreement, or under that person's, firm's or organization's arrangement with the Trust Fund, to be bonded in an amount not less than ten (10%) percent of the funds handled, but in no event in excess of Five Hundred Thousand (\$500,000) Dollars. The cost of said bond shall be borne by the Trust Fund.

Section 12: Purchase of Insurance (Errors or Omissions) - The Trust Fund may authorize the purchase of insurance for the Trust Fund and for the Trustees to cover liability or losses occurring by reason of an act or omission (errors or omissions) of a fiduciary, including the Trustees; provided, however, that each such insurance policy permits recourse by the insured against the fiduciary, including the Trustee or Trustees involved, in case of a breach of a fiduciary obligation by such fiduciary.

Section 13: Employment of Administrative Personnel - The Trust Fund may employ such clerical personnel or administrative personnel to perform whatever administrative activities are required in the proper performance of the Trust Fund. In addition thereto, the Trustees may, if they desire, contract with a contract

administrator to perform such clerical and administrative activities as they may, in their discretion, determine is reasonably and prudently necessary to carry out the Trust Fund's activities and purposes. The Administrator so appointed, or with whom the contract was made, may be assigned the activities of receiving the City's reports, entering the information of those reports on permanent records, maintaining such records, receiving contributions from the City and/or Participants in the form of checks or drafts solely for the purpose of forwarding the contributions to the Trust Fund's bank accounts, preparation of governmental reports, furnishing reports required by law to Participants, the preparation of checks for the payment of obligations of the Trust Fund, and all related activities and other activities necessary to help administer the Trust Fund. The Trust Fund is further authorized to enter into contracts with such Administrator for the administration of the Plan and Trust Fund for whatever periods, in their discretion, the said Trust Fund deems is advisable. The Trust Fund shall be entitled to rely on the reports and recommendations of the said Administrator and any action taken by the said Administrator with the authority granted him or her. The Trustees shall not be responsible for any act taken with respect to the appointment, designation, retention, discharge or re-employment of such Administrator which is taken prudently and in good faith. Under no circumstances shall said Administrator have control or authority with respect to the management of the Plan or the Trust Fund's assets. The said

Administrator shall not be clothed with any type of authority or power which will constitute the Administrator a fiduciary. Said Administrator will not have the power or authority to act as an investment counselor or manager and will not be authorized to furnish investment advice. In the event of the Administrator's discharge, the Trustees shall require the said Administrator to return all necessary books, records and documents in the possession of said Administrator which are necessary for the proper administration, handling and operation of the Trust Fund. If the Trust Fund has appointed, employed or hired or contracted with an Administrator, a provision to this effect shall be incorporated in the written agreement between the Trust Fund and the Administrator.

Section 14: The Trust Fund shall employ an independent certified public accountant or licensed public accountant. The Trustees shall cause the Trust Fund to be audited at least once each year.

Section 15: Appointment of Investment Manager or Counselor. The Trustees shall be authorized to employ an investment manager or counselor or investment managers or counselors to manage the assets of the Trust Fund. Such appointment may include the power to acquire and dispose of the assets of the Trust Fund.

If the Trustees choose an investment manager or investment counselor, they may enter into a written agreement with said investment manager or investment counselor or bank or insurance company, if such institutions act in such capacity, which will provide for the investment or reinvestment of assets of the Trust

Fund. The Trustees shall not be liable for the acts or omissions of such investment manager or investment counselor or bank or insurance company, or be under any obligation to invest or otherwise manager the assets of a plan or plans, which assets are subject to the management of such investment manager or investment counselor.

Section 16: Employment of Legal Counsel - The Trustees may employ legal counsel from whom they may seek advice, consult with, and who may attend Trustees' meetings and represent the Trustees whenever necessary, including the preparation of any documents, legal or otherwise, which may have any legal consequences. In choosing said legal counsel, the Trustees may, with prudence, give consideration to the developed skills and expertise of the attorney and the reputation he has achieved. The Trustees shall not be prohibited from employing legal counsel who also represents the FOP. The Trustees may employ more than one legal counsel if they believe the circumstances or situation warrants additional consultation or representation. Under no circumstances shall such legal counsel be clothed with authority and discretion to manage or control the Plan or the Trust Fund's assets.

The Trustees may rely upon the opinion of such legal counsel so chosen in respect to any action taken or suffered by the Trust Fund hereunder in good faith, in accordance with the opinion of such counsel, and the Trustees shall not be liable therefor.

Section 17: Duties of Chairperson - The Chairperson shall be the Chief Officer of the Board of Trustees. His/her duties are:

to open the meeting of the Trust Fund, to state and put to vote all questions which are regularly moved, or necessarily arise in the course of the proceedings, and to announce the result of the vote; to assist in the expediting of business in every way compatible with the rights of the Trustees; to restrain the members when engaged in debate within the rules of order; to inform the Board, when necessary, or when referred to for the purpose, on a point of order or practice pertinent to pending business; by his/her signature, when necessary, executing all the acts and orders and proceedings of the Board of Trustees.

The Chairperson shall speak for and represent the Trust Fund in all its dealing.

Section 18: Duties of Vice-Chairperson - The Vice-Chairperson shall aid and assist the Chairperson in conducting the meeting and in the absence of the Chairperson, he/she shall preside, and while so presiding have the full power of the Chairperson. Should the office of the Chairperson become vacant the Vice-Chairperson shall assume the office of the Chairperson, with all the power of said office, until there is a new chairperson.

Section 19: Duties of the Secretary - The duties of the Secretary of the Trust Fund shall include the duties ordinarily performed by a recording secretary. He/she shall keep an accurate record of the proceedings at meetings; read the minutes of previous meetings; read all communications, reports, petitions, bills, etc.; notify all officers and committees of their appointment and to furnish them with all the papers referred to

them.

Section 20: Duties of Treasurer - It shall be the duty of the Treasurer to collect or cause to be collected all monies due this Trust Fund, giving receipt therefor, and to keep suitable books of records of same; to deposit or cause to be deposited all monies of this Trust Fund in a bank designated by the Board of Trustees; to render statements in detail at each meeting of the Trust Fund, showing receipts and disbursements in full to date, and the monies in the treasury; to draw all checks or other obligations authorized by the Trustees including, all insurance premiums which shall be binding upon this Trust Fund.

Section 21: Duties of the Office Manager - If an office manager is contracted by the Board of Trustees said contract is subject to review, negotiation, and renewal or termination on an annual basis. The office manager's duties will be assigned by the Board of Trustees. The office manager may also serve as an appointed Trustee, but said appointment is not mandatory.

Section 22: Additional Authority: The Board of Trustees are hereby empowered in addition to such other powers as are set forth herein or conferred by law,

(a) 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 acts as they, in their discretion, may deem necessary or advisable and such contracts and agreements and acts shall be binding and conclusive on the parties hereto and on the participants involved;

(b) To keep property and securities registered in the name of the Trust Fund;

(c) To establish and accumulate as part of the Trust Fund such reasonable reserve funds as the Trustees, in their sole discretion deem necessary or desirable to carry out the purposes of the Trust Fund;

(d) To pay out of the Trust Fund all real and personal property 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;

(e) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper for the protection of the property held hereunder, and

(f) To sell, exchange, lease, convey, mortgage or dispose of any property, whether real or personal, forming a part of the Trust Fund upon such terms as they may deem proper; and to execute and deliver at any time, any and all instruments of conveyance, lease, mortgage and transfer in connection therewith.

Section 23: Construction and Determination by Board of Trustees - Subject to the stated purposes of the Trust Fund and the provisions of this Trust Agreement, the Board of Trustees shall have full and exclusive authority to determine all questions of coverage and eligibility, methods of providing or arranging for benefits and all other related matters. They shall have full power to construe the provisions of this Trust Agreement, the terms used

herein and the by-laws and regulations issued thereunder. Any such determination and any such construction adopted by the Board of Trustees in good faith shall be binding upon the Participants and the beneficiaries of the Plan. No questions or disputes arising under this Trust Agreement shall be subject to the grievance or arbitration procedure established in any collective bargaining agreement between the City and the FOP, provided, however, that this clause shall not affect the rights and liabilities of any of the parties under any of such collective bargaining agreements.

Section 24: Liability - The Trustees, to the extent permitted by applicable law, shall incur no liability in acting upon any instrument, application, notice, request, signed letter, telegram or other paper or document believed by them to be genuine, to contain a true statement of facts, and to be signed by the proper person.

Section 25: Reliance on Written Instruments -

(a) By Trustees

Any Trustee, to the extent permitted by applicable law, may rely upon any instrument in writing purporting to have been approved by a majority of the Trustees and signed in accordance with Section 5.1 as conclusive evidence of the fact that a majority of the Trustees have taken the action stated to have been taken in such instrument. In any controversy, claim, demand, suit at law or other proceeding between any participant or any other person and the Trust Fund, the Trustees and any other person shall be entitled to rely upon any facts appearing in the records of the Trust Fund,

any instruments on file with the Trustees, with the FOP, or with the City, and any facts certified to the Trust Fund, by the FOP, or by the City, any facts which are of public record, and any other evidence pertinent to the issue involved.

(b) By Others

(1) No party dealing with the Trust Fund shall be obligated

(A) To determine whether there is valid application to the stated Trust Fund purposes of any funds or property of the Trust Fund; or

(B) To see that the terms of this Trust Agreement have been complied with; or

(C) To inquire into the necessity or expediency of any act of the Board of Trustees.

(2) Every instrument executed by the Board of Trustees shall be conclusive evidence in favor of every person relying thereon

(A) That at the time of execution of said instrument the Trust was in full force and effect,

(B) That the instrument was executed in accordance with the terms and conditions of this Trust Agreement, and

(C) That at the signing Trustees were duly authorized and empowered to execute the instrument.

Section 26: Discharge of Liability - The receipt by the Trust Fund of any money or property or checks (after such checks are honored at the bank and paid to the Trust Fund) shall discharge the person or persons paying or transferring the same to the extent of such payment or transfer.

Section 27: Amendment of Plan - The Plan may be amended in writing by the Board of Trustees at any time, provided that such amendments comply with the applicable sections of the then applicable Internal Revenue Code, all other applicable law, the collective bargaining agreement, and the purposes as set forth in this Trust Agreement. A copy of each amendment of the Plan shall be adopted and filed by the Board of Trustees as part of the records and minutes of the Trust Fund, and copies thereof shall be distributed to the FOP, and shall be made available to the participants and their Beneficiaries requesting such. In determining the continuation, increase or reduction of benefits under any existing plan, the Trustees will apply accepted fiscal practices and will not reduce existing benefits unless required to do so by law or to preserve the economic integrity of the Fund.

ARTICLE VI

TRUSTEE COMPENSATION

Each Trustee shall receive Fifty (\$50.00) Dollars per month. The Trustees, and each of them, shall be reimbursed for any expenses properly and actually incurred in the performance of his or her duties to the Trust Fund. Reasonable expenses includes but is not limited to the attendance at educational meetings and

seminars organized and designed to instruct the Trustees in the proper performance of their duties as Trustees and fiduciaries and to instruct, familiarize and acquaint the Trustees with all of the provisions of applicable laws. Included in such reasonable costs and expenses will be per diem allowance, costs and travel expenses, lodging and food expenses, and other reasonable and necessary expenses involved in the participation in such educational conferences conducted for the purposes expressed herein. The Trustees may further authorize any of the experts who they retain, including administrators, insurance experts, actuaries, auditors, accountants, attorneys or others, to attend such educational conferences for the purposes of becoming instructed in any new developments or for the purpose of keeping current as to developments in their proper area of expertise. The Trustees are authorized but not required to pay the cost of attending such meetings. Compensation may be allowed by the Board of Trustees to be paid to any person, including the Board of Trustees, for attending any such educational conference and familiarizing himself with the developments in the affairs of the Trust Fund for the purpose of properly serving the Trust Fund.

ARTICLE VII

LIABILITIES OF THE CITY, THE PARTICIPANTS,

THE FOP AND THE BOARD OF TRUSTEES

Section 1: The City shall not be liable for payment to the Trust Fund of any amounts other than those required of it by law and by the Collective Bargaining Agreement. No Participant

shall be responsible for the payment of contributions other than those of himself or herself and his or her beneficiaries. Neither the FOP nor the Board of Trustees nor any individual Trustee shall be liable for any payment required of the City or of an individual Participant. Nor shall the FOP, the City, the Participants or the Trustees be liable for any debts, liabilities or obligations of the Trust Fund. Neither the City nor any Participant shall have any right to return of any money properly paid into the Trust Fund, except as otherwise specifically provided herein.

Section 2: No part of the Trust Fund nor any benefits payable by the Trust Fund shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge by any person. No Participant shall be entitled to receive any part of the contributions made by the City or required to be made by the Trust Fund, in lieu of such benefits provided under the plan, as determined by the Trustees in accordance with this Trust Agreement.

ARTICLE VIII

CLAIMS PROCEDURE

Section 1: The Trustees shall provide adequate notice in writing to any Participant or beneficiary whose claims for benefits under this plan has been denied, setting forth the specific reasons for such denial, written in a manner calculated to be understood by the Participant. Further, the Trustees shall afford a reasonable opportunity to any Participant whose claim for benefits has been denied for a full and fair review of the decision denying the claim

Section 2: Submission to Trustees - All questions or

controversies of whatever character, arising in any manner or between any persons or entities in connection with the Trust Fund or the operation thereof, which are related to any claim for any benefit by any Participant or any other person, shall, pursuant to Rules and Regulations adopted by the Trustees, be submitted to the Board of Trustees, a committee of the Trustees, or an arbitration body if the Trustees so provide, and the decision of the Board of Trustees, the committee or arbitration body shall be final and binding upon all persons dealing with the Trust Fund or Plan, or claiming benefits thereunder.

Section 3: Settling Disputes - The Board of Trustees may in their sole discretion compromise or settle any claim or controversy in such manner as they think best, and any majority decision made by the Board of Trustees in compromise or settlement of a claim or controversy, or any compromise or settlement agreement entered into by the Trustees, shall be conclusive and binding on all parties involved in this Trust Fund.

ARTICLE IX

TERMINATION OF THE TRUST

Section 1: The parties hereby contemplate that new Collective Bargaining Agreements may be entered into from time to time continuing the provisions for City and Participant contributions to this Trust Fund. This Trust Fund shall continue during such period of time as may be necessary to carry out the provisions of the Collective Bargaining Agreements requiring payment to this Trust Fund and the fact that such Collective Bargaining Agreements are

not extended shall not by itself terminate this Trust Fund, which shall continue for a period of time sufficient to wind up the affairs of the Trust Fund.

Section 2: This Trust Fund may be terminated at any time by the Trustees or their successors in office who are signatories hereto by the execution of an instrument in writing, so long as the termination is not inconsistent with the then existing Collective Bargaining Agreement. It shall be necessary for the FOP President to execute such an agreement for the Trust Fund to terminate.

Section 3: This Trust Fund may be terminated by the Board of Trustees whenever the City is no longer required to make contributions under a Collective Bargaining Agreement. This Trust Fund shall terminate in any case upon the death of the last participant or beneficiary who were living at the time of its creation who are entitled to receive benefits hereunder, unless, without the benefit of this provision, this Trust Fund does not violate the rule against perpetuities; in which case, this Trust Fund may continue in perpetuity, unless otherwise terminated. This Trust Fund shall also be terminated in the event the Trust Fund shall, in the opinion of the Board of Trustees, be inadequate to carry out the intent and purpose of this Trust Agreement, or be inadequate to meet the payments due or to become due under this Trust Agreement and under the Plan of benefits to Participants and beneficiaries already drawing benefits;

Section 4: If this Trust Fund shall terminate, the Trustees

shall forthwith notify any insurance carrier or carriers then providing insurance to Participants in the Trust Fund. In such event, the insurance for the benefit of employees of the City of Coral Gables may then be terminated, as provided by such policy or policies, or the self-insurance rules, if any, or as provided by the rules and regulations promulgated by the Board of Trustees.

Section 5: In the event of the termination of this Trust Fund, the remaining funds available after providing for all outstanding obligations, shall be used in such a manner as will, in the opinion of the Trustees, best effectuate the purposes of this Trust Fund, including, but not limited to, the purchase of insurance benefits.

ARTICLE X

AMENDMENTS

Section 1: The provisions of this Trust Agreement may be amended at any time, by a majority plus one vote of the Board of Trustees and concurred in by the Executive Board of the FOP, provided, however, that such amendments are not inconsistent with the Collective Bargaining Agreement and any future Collective Bargaining Agreement. Except as otherwise provided in the Collective Bargaining Agreement, the Trustees shall have no power in amending the provisions of this Trust Agreement with respect to the amount of contributions required of the City, as that is vested solely in the provisions of the Collective Bargaining Agreement in effect between the FOP and the City.

Section 2: In addition, the Trustees shall not have the power

to adopt any amendment to this Trust Agreement which:

(a) alters the basic purpose of this Trust Fund, as set forth herein or divests any Participant or beneficiary of any rights which have already vested and to which they have already become entitled to and for sums of money which they are entitled to receive then or in the future; or

(b) conflicts with any applicable law or government regulation; or

(c) causes the use or diversion of any part of the Trust Fund for purposes other than those generally authorized herein.

ARTICLE XI

RULE-MAKING POWERS

Consistent with the terms of the Collective Bargaining Agreement and the provisions of state and federal law, the Trustees shall have the power to promulgate by-laws and rules and regulations for the day-to-day management of the Trust Fund, the investment of monies held by the Trust Fund, the establishment of eligibility and benefit levels, to determine all questions regarding the interpretation of the Trust Agreement and the Plan, and such other subjects as shall be deemed necessary and proper by the Trustees. Any such rule or regulation promulgated by the Trustees shall be adopted, repealed or amended by a majority vote of the Trustees. If any rule or regulation of the Trust Fund is found to be in conflict with the Collective Bargaining Agreement, any law, statute, judicial decision, arbitration decision, or any other competent body or tribunal, then all other

rules and regulations of the Trust Fund shall remain in full force and effect, as if the Trustees had not intended to promulgate that unlawful rule.

ARTICLE XII

PARLIAMENTARY LAW

Section 1: Guide - The rules contained in Roberts Rules of Order shall govern the Trust Fund in all cases to which they are applicable, and in which they are not inconsistent with this Trust Agreement and any By-Laws and Standing Rules of this Trust Fund.

ARTICLE XIII

MISCELLANEOUS

Section 1: Law Applicable - This Trust Fund is created and accepted in the State of Florida and all questions pertaining to the validity or construction of this Trust Agreement and of the acts and transactions of the parties hereto shall be determined in accordance with the laws of the State of Florida.

Section 2: Judicial Settlements - The Trust Fund shall be entitled, at any time, to have a judicial settlement of its accounts and to seek judicial protection by any action or proceeding they determine necessary and, further, to obtain a judicial determination or declaratory judgment as to any question of construction of this Trust Agreement or for instructions as to any action thereunder, and, further, as to any questions relating to the discharge of their duties and obligations under, or in connection with the administration of, this⁷⁷ Trust Fund and as to the distribution of assets belonging to the Trust Fund. Any such

determination decision, or judgment shall be binding upon all parties to, or claiming under, this Trust Agreement.

Section 3: Withholding Payment - In the event any questions or disputes shall arise as to the proper person or persons to whom any payments shall be made hereunder, the Trustees may withhold such payment until there shall have been made an adjudication of such question or dispute which, in the Trustees sole judgment, is satisfactory to them, or until the Trustees shall have been fully protected against loss by means of such indemnification agreement or bond as they in their sole judgment determine to be adequate.

ARTICLE XIV

EXECUTION

This Agreement and Declaration of Trust shall become effective as of the date it is executed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and/or executed by duly authorized officers as of the day and year first above written.

CORAL GABLES FRATERNAL ORDER
OF POLICE

By: _____

PRESIDENT

TRUSTEES: _____

Donald Holmes, Chairperson

Martin Barros, Vice-Chairperson

Marc Werbin, Treasurer

Katherine Sours, Secretary

Dutch Baublitz

Charlie Fairley

Donald Moore

**Amendment No. 1
to the
AGREEMENT AND DECLARATION OF TRUST
of the
CORAL GABLES FRATERNAL ORDER OF POLICE
HEALTH TRUST**

The AGREEMENT AND DECLARATION OF TRUST of the CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST BENEFITS PLAN, is hereby amended at Article III Section 3 as follows:

Section 3:

As regards all payments to this Trust Fund, time is of the essence. The parties recognize that regular and timely payments of the City and Participant contributions are essential to the operation of the Trust Fund and the providing of benefits under the various insurance programs. With respect to Participant payments, payments shall be due on the first day of the month for coverage for that month. If the payment is not received by the Trust Fund within the first fifteen days of that month, the payment shall be considered late and a late fee in the amount of \$50 shall be assessed. If the premium is 30 days or more delinquent, the participant shall be terminated from coverage effective the last day of the month in which a timely premium payment was made.

IN WITNESS WHEREOF, the Board of Trustees has caused this Amendment to the AGREEMENT AND DECLARATION OF TRUST of the CORAL

GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST to be signed this
23rd day of April, 1996 to be effective June 1, 1996.

BOARD OF TRUSTEES

CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST

[Signature]
Marta Barron
Roderick E. Spurs
m. Murphy

[Signature]
[Signature]
Donald P. Moore

**Amendment No. 2
to the
AGREEMENT AND DECLARATION OF TRUST
of the
CORAL GABLES FRATERNAL ORDER OF POLICE
HEALTH TRUST**

The AGREEMENT AND DECLARATION OF TRUST of the CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST BENEFITS PLAN, is hereby amended at the preamble, for clarification purposes, and at Article 1 Section 5 as follows:

THIS AGREEMENT AND DECLARATION OF TRUST OF THE CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST, is made and entered into this 26th day of April, 1996, by the CORAL GABLES FRATERNAL ORDER OF POLICE, LODGE 7, as Settlor, and DONALD HOLMES, MARTIN BARROS, KATHRYN SOURS, MARC WERBIN, MERRITT BAUBLITZ, CHARLES FAIDLEY, DONALD MOORE AND EDWARD HUDAK, as Trustees, and any successor Trustees herein appointed and subscribing hereto...

Section 5:

The term "Participant," as used herein, shall mean all dues paying members of the Coral Gables Fraternal Order of Police, Lodge 7 and those persons represented by its Collective Bargaining Agreement with the City of Coral Gables, and/or a retired Coral Gables Sworn Law Enforcement Officer who remains a member of the Coral

Gables Fraternal Order of Police Health Trust, and immediately upon retirement begins receiving retirement compensation from the City of Coral Gables Retirement Fund, and/or, at the discretion of the Coral Gables Fraternal Order of Police, Lodge 7, a police recruit while in a state approved Police Academy, and/or, at the discretion of the Coral Gables Fraternal Order of Police, Lodge 7, any direct or contractual employee of/or for the Coral Gables Fraternal Order of Police or its Health Trust who is scheduled to work at least twenty (20) hours per week.

IN WITNESS WHEREOF, the Board of Trustees has caused this Amendment to the AGREEMENT AND DECLARATION OF TRUST of the CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST to be signed this 11TH day of OCTOBER, 1996, to be effective 11 OCTOBER, 1996.

CORAL GABLES FRATERNAL ORDER
OF POLICE

By: [Signature]
Donald Holmes, Lodge President

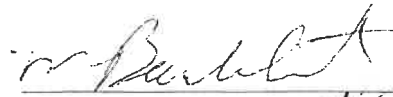
TRUSTEES:

[Signature]
Donald Holmes, Chairperson of Trustees

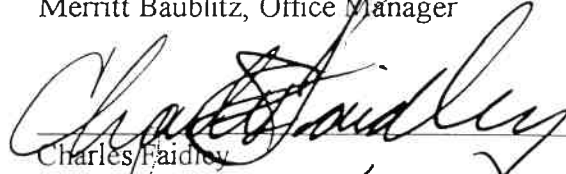
[Signature]
Martin Barros, Vice-Chairperson of Trustees

[Signature]
Kathryn Sours, Secretary

[Signature]
Marc Werbin, Treasurer



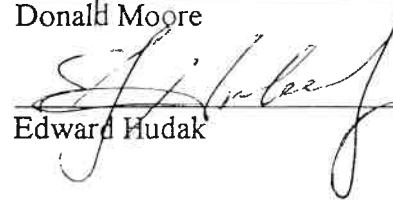
Merritt Baublitz, Office Manager



Charles Faidley



Donald Moore



Edward Hudak

Amendment No. ~~2~~ 3
to the
AGREEMENT AND DECLARATION OF TRUST
of the
CORAL GABLES FRATERNAL ORDER OF POLICE
HEALTH TRUST

The AGREEMENT AND DECLARATION OF TRUST of the CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST BENEFITS PLAN, is hereby amended as follows:

Article IV Section 1: - Number of Trustees - The number of the Board of Trustees members shall be established by the Chairperson, and shall not number less than seven (7) persons plus two (2) alternates who shall be the immediate past president of the Union and the current Vice-President of the Union. In the event either or both of the two officers are appointed to the permanent board, then the Chairperson shall designate the alternate(s).

.....

Article IV section 3: Trustee Qualifications

In order to be qualified as a Trustee, a person shall be a member in good standing of the FOP for at least three years prior to appointment and continuing thereafter throughout their term, and further shall be an active or retired sworn employee of the City of Coral Gables Police Department, and shall be members of the bargaining unit provided however that no more than three trustees may be non-bargaining unit employees, one of whom shall be a retiree from the bargaining unit. Trustees shall continue to serve until their successors are appointed. Should a Trustee resign or

be expelled or suspended from Union membership or from the Plan, he or she shall no longer serve as a Trustee.

A vacancy shall immediately occur whenever a Trustee resigns, dies, becomes incapable of performing his duties hereunder, or stops being qualified as a Trustee as provided in this Section.

Vacancies shall be filled by Successor Trustees as provided in Section 9 below.


.....


Article XI - Rule-making Powers is hereby amended by adding the following sentence to that provision:

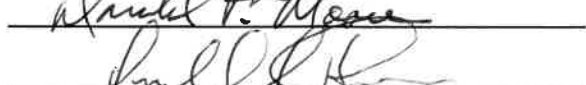
To the extent that any By Laws of the Coral Gables Fraternal Order of Police Health Trust are inconsistent with the terms of the Agreement and Declaration of Trust, said By Laws are rescinded and the terms of this Trust Agreement shall govern.

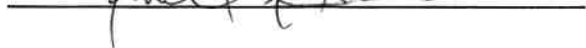
IN WITNESS WHEREOF, the Board of Trustees has caused this Amendment to the AGREEMENT AND DECLARATION OF TRUST of the CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST to be signed this _____ day of July, 1997 to be effective April 1, 1997.


BOARD OF TRUSTEES
CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST




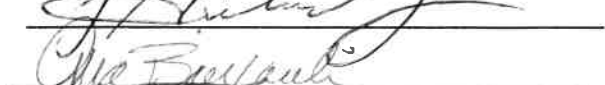


















**Amendment No. 4
to the
AGREEMENT AND DECLARATION OF TRUST
of the
CORAL GABLES FRATERNAL ORDER OF POLICE
HEALTH TRUST**

The AGREEMENT AND DECLARATION OF TRUST of the CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST BENEFITS PLAN, is hereby amended as follows:

ARTICLE VII SECTION 1 is hereby amended by deleting Section 1 in its entirety and substituting in lieu of:

Section 1: The City shall not be liable for payment to the Trust Fund of any amounts other than those required of it by law and by the Collective Bargaining Agreement. No Participant shall be responsible for the payment of contributions other than those of himself or herself and his or her beneficiaries. Neither the FOP nor the Board of Trustees nor any individual Trustee shall be liable for any payment required of the City or of an individual Participant. Nor shall the FOP, the City, the Participants of the Trustees be liable for any debts, liabilities or obligations of the Trust Fund. Neither the City nor any participant shall have any right to return of any money properly paid into the Trust Fund. It is the duty of the Participant to notify the Fund of any change in status, which would result in a change in financial responsibility toward the Fund of that Participant and/or his or her dependent(s). Any amounts mistakenly paid to the Fund based upon a change in circumstances or other such reason shall be reimbursed to the Participant upon request, however reimbursement shall be limited to amounts received by the Fund

within six (6) months of the request for reimbursement. Any claims paid during said six (6) months period will result in a reduction or denial of the reimbursement.

IN WITNESS WHEREOF, the Board of Trustees has caused this Amendment to the AGREEMENT AND DECLARATION OF TRUST of the CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST to be signed this 16 day of February, 1999 to be effective February 16, 1999.

BOARD OF TRUSTEES
CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST BENEFITS PLAN

<u>Alma Baujault</u>	<u>K.E. Spars</u>
<u>m. Baujault</u>	
<u>Robert C. Spars</u>	
<u>[Signature]</u>	

**Amendment No. 5
to the
AGREEMENT AND DECLARATION OF TRUST
of the
CORAL GABLES FRATERNAL ORDER OF POLICE
HEALTH TRUST**

The AGREEMENT AND DECLARATION OF TRUST of the CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST BENEFITS PLAN, is hereby amended as follows:

ARTICLE IV, SECTION 9, Successor Trustees, Selection, is hereby amended by deleting Section 9 in its entirety and substituting in lieu of:

Section 9: Successor Trustees and Successor Alternate Trustees. Selection – If any Trustee or Alternate Trustee shall resign, die, become incapable of performing this duties hereunder, it removed, or stops being qualified as a Trustee or Alternate Trustee as provided in Sections 3 and 6 above, a Successor Trustee or Successor Alternate Trustee shall be nominated by the Chairperson, with the approval of a majority of the Trustees and the approval by the Executive Board of the FOP.

IN WITNESS WHEREOF, the Board of Trustees has caused this Amendment to the AGREEMENT AND DECLARATION OF TRUST of the CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST to be signed this 13 day of December, 2000 to be effective October 26, 2000

BOARD OF TRUSTEES
CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST BENEFITS PLAN

[Signature]
[Signature]
Ralph E. Cripps Jr.
[Signature]

[Signature]
[Signature]

**Amendment No. 6
to the
AGREEMENT AND DECLARATION OF TRUST
of the
CORAL GABLES FRATERNAL ORDER OF POLICE
HEALTH TRUST**

The AGREEMENT AND DECLARATION OF TRUST of the CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST BENEFITS PLAN, is hereby amended as follows:

ARTICLE VI, Trustee Compensation, is hereby amended by deleting it in its entirety and substituting in lieu of:

The Chairperson shall receive Fifty (\$50.00) Dollars per pay period. The Trustees, and each of them, shall be reimbursed for any expenses properly and actually incurred in the performance of his or her duties to the Trust Fund. Reasonable expenses includes but is not limited to the attendance at educational meetings and seminars organized and designed to instruct the Trustees in the proper performance of their duties as Trustees and fiduciaries and to instruct, familiarize and acquaint the Trustees with all of the provisions of applicable laws. Included in such reasonable costs and expenses will be per diem allowance, costs and travel expenses, lodging and food expenses, and other reasonable and necessary expenses involved in the participation in such educational conferences conducted for the purposes expressed herein. The Trustees may further authorize any of the experts who they retain, including administrators, insurance experts, actuaries, auditors, accountants, attorneys or others, to attend such educational conferences for the purposes of becoming instructed in any new developments or for the purpose of keeping current as to developments in their proper area of

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expertise. The Trustees are authorized but not required to pay the cost of attending such meetings. Compensation may be allowed by the Board of Trustees to be paid to any person, including the Board of Trustees, for attending any such educational conference and familiarizing himself with the developments in the affairs of the Trust Fund for the purpose of properly serving the Trust Fund.

IN WITNESS WHEREOF, the Board of Trustees has caused this Amendment to the AGREEMENT AND DECLARATION OF TRUST of the CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST to be signed this 21st day of May, 2004 to be effective May 1, 2004.

BOARD OF TRUSTEES
CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST BENEFITS PLAN

Walter C. Kim
John P. Bantlett
Mr. Bankley
John A. Kim

Robert D. Cribbs Jr.

**Amendment No. 7
to the
AGREEMENT AND DECLARATION OF TRUST
of the
CORAL GABLES FRATERNAL ORDER OF POLICE
HEALTH TRUST**

The AGREEMENT AND DECLARATION OF TRUST of the CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST BENEFITS PLAN, is hereby amended as follows:

ARTICLE IV, Trustee Compensation, is hereby amended by deleting it in its entirety and substituting in lieu of:

Section 11: Meetings - The regular meetings of the Trust Fund shall be held quarterly at a date, hour and place selected by the Chairperson. Special meetings may be called at any time by the Chairperson, the majority of the Board of Trustees, **or upon the written request of not less than ten (10) members in good standing of the FOP.** Notice of not less than two (2) days shall be required for holding such meetings, stating the time, place, and the nature of the business to be transacted. There shall be no business transacted at the meetings other than that showing in the call notice.

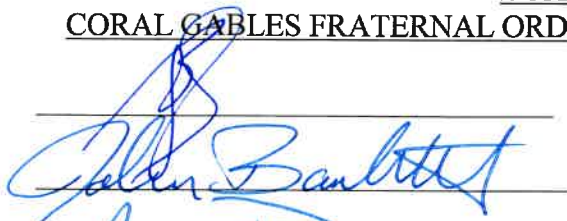
All official meetings of the Trust Fund shall be attended only by the Trustees and shall not be open to the public, except such other persons may attend as may be designated by the Trustees or when invited to do so, and as may be otherwise required by law.

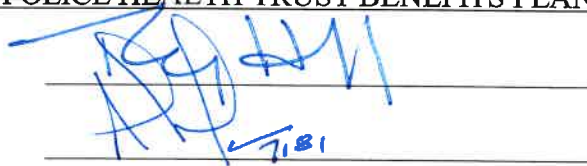
Written minutes, a copy of which shall be furnished with reasonable promptness to each Trustee and legal counsel, shall be kept of all business transacted and of all matters upon which voting shall have occurred and the vote shall be recorded. Such minutes shall bear the signature of the Chairperson, Vice-Chairperson, or Secretary and shall be approved at the succeeding meeting.

IN WITNESS WHEREOF, the Board of Trustees has caused this Amendment to the AGREEMENT AND DECLARATION OF TRUST of the CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST to be signed this 13 day of February, 2019 to be effective _____, 2019.

BOARD OF TRUSTEES

CORAL GABLES FRATERNAL ORDER OF POLICE HEALTH TRUST BENEFITS PLAN


John Banitt


T. B. I.

