

**COCHISE COMBINED TRUST
(CCT)**

AGREEMENT AND DECLARATION OF TRUST

Effective:
July 01, 2002

Amended:
February 01, 2010

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THIS AMENDED AND RESTATED AGREEMENT AND DECLARATION OF TRUST (hereinafter referred to as "Trust Agreement" or "Agreement", by and between the Participating Entities for the administration of the Trust in accordance with the terms and provisions of this amended and restated Trust Agreement is made and entered into effective February 01, 2010

RECITALS

WHEREAS, ARS § 11-952.01 provides a vehicle through which public agencies in the State of Arizona may come together to cooperatively provide for the provision of certain employee benefits, and

WHEREAS, The Participating Entities desire to enter into an agreement to provide and maintain a program of health and welfare benefits for the Employees of the Participating Entities and to certain other persons deemed eligible for coverage hereunder; and

WHEREAS, To effect the aforesaid purpose, it is mutually beneficial to the parties hereto to declare and create a Trust which establishes a Trust Fund for and in the manner more particularly set forth herein; and

WHEREAS, The Participating Entities which accept this Agreement and Declaration of Trust and agree to be bound by the provisions hereof shall, upon acceptance by the Trustees, be deemed parties to this Agreement and Declaration of Trust.

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

ARTICLE I. DEFINITIONS

1.01 "Beneficiary" shall mean Employees, their dependents and such other persons designated by the Participating Entities as eligible for coverage provided herein under and approved by the Trustees.

1.02 "Benefits Administrator" shall mean the person(s) or firm employed by the Trustees who is responsible for processing of claims and payment of benefits, and related services.

1.03 "Employee" shall mean any person employed by a Participating Entity on a regular basis working not less than the number of hours per week required by the Participating Entity for eligibility, and who are not eligible for benefits under any other Health and Welfare program to which the Participating Entity makes contributions.

1.04 "Employee Benefit Program" shall mean the program of benefits to be established by the Trustees pursuant to this Agreement and Declaration of Trust.

1.05 "Employee Contributions" shall mean any contributions made by Employees whether comprising part of the Entity Premium or whether made directly to the Fund in order to obtain coverage by the Employee Benefit Program.

1.06 "Employer Contributions" shall mean the contributions made by Participating Entities comprising all or part of the Entity Premium.

1.07 "Entity Premium" shall mean the total charges paid by each Participating Entity to the Fund for the Employee Benefit Program, and shall be comprised of the sum of Employer Contributions and Employee Contributions.

1.08 "Fund" shall mean the Trust Fund created by this instrument, and shall mean generally, the monies, property, contracts or things of value, tangible or intangible, received and held by the Trustees for the uses and purposes of the Trust set forth therein, and those things of value which comprise the corpus and additions to the fund.

1.09 The Name of this Trust is the Cochise Combined Trust. In the event entities outside of Cochise County are accepted for membership, Trustees may change the name of the Trust to more accurately reflect its membership.

1.10 "Participating Entities" shall mean those entities which are approved for membership by the Board of Trustees pursuant to Article XIII of this Trust Agreement. An entity terminating membership in the Trust shall cease to be a Participating Entity as of the effective date of termination of its membership, but shall retain such continuing rights and be subject to such continuing obligations as provided in this Agreement.

1.11 "Summary Plan Description" (SPD) shall mean the document which generally describes health and welfare benefits to be provided by the Trust to the Employees.

1.12 "Plan Document" shall mean the document devised by the Trustees setting forth the health and welfare benefits to be provided by the Trust to the Employees. Upon approval of the Trustees, the Summary Plan Description may simultaneously serve as the Plan Document.

1.13 "Trust Agreement" shall mean this Agreement and Declaration of Trust and any modifications or amendments thereto.

1.14 "Trustees" shall mean the Trustees, Alternate Trustees and their successors as provided for in this Trust Agreement.

ARTICLE II. PURPOSE OF TRUST AND APPLICATION OF THE FUND

2.01 Creation of Trust Fund. There is hereby declared and created the Cochise Combined Trust to provide benefits for the Beneficiaries of the Trust. Such benefits may include, but are not limited to those described under Article 4.05 of this Agreement and Declaration of Trust whether through one or a combination of self-funded or insured programs.

2.02 Principal Office. The Principal Office of the Trust shall be in the *City of Bisbee, County of Cochise*, State of Arizona (hereinafter designated and referred to as the Principal Office).

ARTICLE III. BOARD OF TRUSTEES

3.01 Trustees. The Employee Benefit Program shall be operated and administered by the Board of Trustees for the benefit of the Beneficiaries. The Trustees shall be selected by the Participating Entities as provided herein and may resign or be removed at any time. Trustees shall include the Chief Operating Officer of the Participating Entity.

3.02 Membership and Appointment. If the number of Participating Entities does not exceed three (3), each shall be represented by two (2) Trustees appointed by the Participating Entity. In the event that the number of Participating Entities exceeds three (3), each shall be represented by (1) Trustee appointed by the Participating Entity. Each Participating Entity shall make or rescind appointments as necessary to comply with the requirements of this Section. The appointing Participating Entity may remove a Trustee at any time without cause. In the event of the removal or resignation of a Trustee, the appointing Participating Entity shall designate a successor to such Trustee. Upon acceptance of his/her appointment in writing, the successor shall succeed to the legal interest of his/her predecessor and have the same powers and duties. The Participating Entities may appoint Alternate Trustees to vote on behalf of an absent Trustee. Participating Entities shall submit written notice of appointments or rescission of appointments of Trustees or Alternate Trustees to the Trust.

3.03 Votes. Each Trustee, or Alternate Trustee when acting in place of a Trustee, shall be entitled to cast one (1) vote in matters requiring a vote by the Board of Trustees.

3.04 Terms of Office. Following appointment, Trustees and Alternate Trustees shall serve until such time as they resign or cease to be employees of the Participating Entity that they were appointed to represent. In the event that a Trustee or Alternate Trustee resigns or ceases to be an employee of the appointing Participating Entity, the position shall be deemed vacant and a new Trustee or Alternate Trustee shall be appointed by that Participating Entity.

3.05 Executive Committee. In the event that the number of Participating Entities exceeds seven (7) the Board of Trustees may, by a 2/3 vote, elect to designate an Executive Committee who shall exercise such powers and duties as may be provided in the Bylaws of the Trust. The Executive Committee shall consist of the Chairperson and at least two other Trustees selected by majority vote of the Board. The Term of the elected members of the Executive Committee shall be one year. Vacancies on the Executive Committee shall be filled by majority vote of the Board.

3.06 Employee Benefit Advisory Committee. Each Participating Entity may designate an Employee Benefit Advisory Committee comprised of employee representatives, management staff, elected officials and/or public representatives to advise the Trustees with regard to matters involving employee benefits.

ARTICLE IV. POWERS AND DUTIES OF TRUSTEES

4.01 Appointment of Trustees. The Trust shall be administered by the Board of Trustees who shall be selected and shall serve as provided in Article III.

4.02 Trustees' Acceptance. Trustees, by their signatures accepting appointment as Trustees, shall accept the Trust and Trusteeship and declare that they will receive and hold the Fund by virtue of this Trust Agreement for the uses and purposes and with the powers and duties herein set forth and none other. Trustees shall faithfully keep and hold any and all monies they receive as Trustees for the purposes of the Trust and keep adequate and proper records thereof.

4.03 Duties of Trustees. The Trustees shall:

(a) hold, manage, care for and keep the Fund for the benefit of the Beneficiaries and collect the income and increments thereof, and shall keep and maintain adequate and proper records to render an annual audit, accounting and reports as hereinafter mentioned.

(b) employ or hire such agents, attorneys, accountants, actuaries, employees or other persons and shall purchase, lease or rent real or personal property as may be necessary or desirable in administering the Fund and carrying out its purposes. Agreements for such expenditures shall be in writing and formally approved by the Trustees. Fees, salaries, wages, emoluments or compensation of any and all such persons and other such expenses shall be paid from the Fund. When acting upon advice of counsel for the Trust, the Trustees shall be relieved of all responsibility for acts performed or not performed.

(c) pay any and all taxes of whatever nature the Fund is, or may be, obligated to pay and incur any expenses for supplies, rental of space, or other items, or anything else determined to be necessary or desirable in administering the Fund and carrying out the objects and purposes of this Trust and Trust Agreement.

(d) establish terms and conditions of coverage within the plan document including the exclusions of coverage.

(e) ensure that all valid claims are paid promptly.

(f) take all necessary precautions to safeguard the assets of the Trust.

4.04 Authority of Trustees. In carrying out the purposes of the Trust Agreement, the Trustees shall have all right, power and authority to:

(a) enter into contracts, procure insurance policies, or provide such benefits through self-funding, and to place into effect and maintain the desired schedule of benefits.

(b) provide the intended benefits under this Trust by means of self-funding by the Trust and/or by the procurement of group insurance contracts (as permitted by the laws of the State of Arizona) including group insurance contracts issued to and in the name of the Trust, together with such other forms of contracts issued by qualified insurance companies authorized to do business in the State of Arizona as may be selected by the Trustees for the purpose of providing for all or part of the benefits provided for under this Trust. The Trustees are hereby expressly authorized to pay to any insurance company as may be selected by the Trustees the required insurance premiums in

connection with such group insurance contracts issued to the Trust. Whether or not benefits are provided by means of self-funding or by the procurement of group insurance, such decision shall be at the sole and exclusive discretion of the Trustees.

(c) do all those things which, in the opinion of the Trustees, may be necessary or desirable for the administration, operation and accomplishment of the objectives and purposes of the Fund and this Trust and Trust Agreement.

4.05 Selection of Benefits. The Trustees may, subject to their discretion and the continuing right to change, obtain for the Beneficiaries of the Trust forms of employee benefits which include, but are not limited to, the following:

- (a) Long and Short-Term Disability;
- (b) Accidental Death and Dismemberment;
- (c) Dental Benefits;
- (d) Vision Benefits;
- (e) Life Insurance;
- (f) Hospital, surgical, professional, in-patient, out-patient, prescription drug and other group medical products customarily made available to employee groups; and
- (g) Employee Wellness Programs, Employee Assistance Programs, utilization review programs, claims management programs and other programs intended to improve Employee health, reduce costs to the Trust and Employees and otherwise manage losses.

4.06 Deposits and Investments. All corpus or portions of the Fund not expended pursuant to this Article IV may be deposited by the Trustee in the name of the Trust in such depository or depositories as the Trustee shall from time to time select, and any such deposit or deposits should bear interest. The Trustees are empowered to receive for the benefit of the Fund such interest as might accrue on the above deposits.

(a) If not so deposited, any accumulated funds not currently required for the purposes of this Trust shall be invested by the Trustees in reasonably secure, reasonably liquid investments and in a manner consistent with applicable Arizona law pertaining to investment of public funds.

(b) The Trustees may accumulate dividends, experience rating refunds or other monies, if any, accruing from any insurance policy or policies, deposits or investments. Such dividends, refunds or other monies, or all of them, shall be held in the Fund, applied to the payment of self-funded claims, the payment of insurance premiums or held, used or applied as herein set forth.

(c) The Trustees may enter into financial services agreements with banks and other financial institutions and may authorize the Trust to issue checks in its own name as required to further the purposes and objectives of the Trust.

4.07 Trustees' Expense Reimbursement. The Trustees may receive reimbursement for actual reasonable expenses incurred in carrying out their duties pursuant to the Trust Agreement.

4.08 Trustees' Compensation. The Trustees shall not receive compensation for services rendered

pursuant to the Trust Agreement.

4.09 Presumption of Validity. No person dealing with the Trustees shall be obligated to see to the application of any monies or property of the Fund, or to see that the terms of this Trust Agreement have been complied with or to inquire as to the necessity of expediency of any act by the Trustees. Every instrument executed by the Trustees shall be conclusive in favor of every person who in good faith relies upon it that:

(a) at the time of the delivery of the instrument, this Trust Agreement was in full force and effect;

(b) the instrument was executed in accordance with the terms and conditions of the Trust Agreement; and

(c) the Trustees were duly authorized to execute the instrument or direct its execution.

4.10 Withdrawals. All checks, drafts, vouchers or other withdrawals from the fund or depositories and the transfer or liquidating of insurance policies of investments shall be signed by appropriate signators as determined by the Board of Trustees. All such withdrawals shall be reviewed and approved by majority vote of the Board of Trustees

4.11 Administrative Disputes. In the event of any dispute between the Trustees and the Benefits Administrator or any other parties providing services to the Trust over exercise of powers granted herein, the Trustees' interpretation shall prevail and the service organization shall have no liability to any person with respect to the disputed act or omission in the event that it gives written notice of its dissent from such act or omission to each Trustee and to the Participating Entities.

4.12 Selection of Officers and Recording Secretary. The Trustees shall annually elect from among themselves the following Officers: Chairperson, Vice Chairperson and Treasurer who shall serve as Officers of the Trust. The Trustees shall further designate a Recording Secretary, who need not be a Trustee. The powers and duties of the Officers shall be specified herein or in the Bylaws.

4.13 Trustees' Meetings The Trustees shall determine the time and place of the regular meetings which shall be held at least quarterly. Special meetings may be called by the Chairperson or by a majority of the Trustees. Minutes of all meetings shall be taken. Meetings shall be conducted in accordance with applicable provisions of ARS § 38-431 et. seq. At least seven (7) days written notice designating the time and place of an annual, regular or special meeting shall be given to the Trustees. In the event of an emergency, a special meeting may be held with such lesser notice as may be appropriate and otherwise permissible by law. Any meeting at which all Trustees are present, in person or concerning which all Trustees have waived notice in writing, shall be a valid meeting without requirement that notice be given to the Trustees.

4.14 Quorum Requirement. To constitute a quorum at any regular or special meeting of the Trustees, there must be present in person or telephonically/electronically at least one Trustee or Alternate Trustee from a majority of the Participating Entities. Telephonic or electronic participation is subject to a medium approved by the Trust Chairperson.

4.15 Location of Meetings. All meetings of the Trustees shall be held at such location or locations as designated from time to time by the Trustees.

4.16 Successor Trustees. The Trustees and their successors, from time to time acting hereunder, shall have all the rights, powers and duties as set forth herein.

4.17 Fiscal Year and Audit. The accounting year of the Fund shall be on a fiscal year basis. The initial fiscal year shall commence on July 01, 2002 and end on the 30th day of June, 2003. Subsequent fiscal years shall commence on July 1 and end on the 30th day of June of the following year. Any report required by city, county State or Federal law, or the respective subdivisions thereof, shall be made by the Trustees. The Trustees shall have an annual audit and accounting of the Trust Fund by an independent Certified Public Accountant in accordance with generally accepted accounting practices, at the end of each fiscal year. The Accountant shall certify to the accuracy of the audit and accounting. A statement of the results of each audit shall be available for inspection by authorized persons at the Principal Office of the Trust. Copies of the audit and generalized statements of the accounting and reports shall be delivered to each Trustee and to the County after each audit or as otherwise required. Copies of the audit shall be retained by the Board of Trustees for a period of at least five (5) years.

4.18 Bylaws, Rules and Regulations. The Trustees shall have the power to adopt bylaws, rules, procedures and regulations pertaining to the purpose, powers and administration of the Trust, which shall be consistent with covenants, terms, conditions and duties as set forth in the Trust Agreement. Such bylaws, rules, procedures and regulations shall be binding on all persons dealing with the Fund and upon any and all persons claiming any benefits there under. Adoption or amendment of bylaws, rules, procedures or regulations shall require a majority vote of the Board of Trustees.

4.19 Bonding Requirements. The Trustees shall procure fidelity bonds for the Trust and/or persons authorized to receive, handle, deal with or draw upon the monies in the fund for any purpose whatsoever, said bonds to be in such amount as the Trustees deem reasonably necessary to aid in reimbursing bondable loss of Trust money or other assets. , Such bonds shall meet all applicable requirements of United States or State law. Such bonds are to be obtained from such reputable fidelity or surety companies as the Trustees shall choose. If convenient, and in conformity with law, such bonds may be position bonds. The cost of the premiums on such bonds shall be paid out of the corpus or income of the Fund. If any fidelity or surety company refuses to bond or write a bond for any Trustee, or other person described in this section, said Trustee or person shall not serve and shall resign.

ARTICLE V. PAYMENTS TO THE FUND

5.01 Entity Premiums. In order to effectuate the purposes of the Trust, each Participating Entity shall contribute to the Fund an amount determined by the Trustees to be necessary to pay for the benefits provided hereunder to the Employees and other persons covered by the Employee Benefit Program. The Entity Premium shall be due and payable as of the first day of each month during the effective term of this Trust Agreement or as otherwise specified by the Trustees. The Entity Premium shall not include amounts payable directly by persons receiving extended coverage under the Employee Benefit Program as required by law or otherwise.

5.02 Interest on Premiums in Arrears. Entity Premiums not paid as of the due date as provided in

Section 5.01 shall accrue interest, at rates specified by the Trustees, from the due date to the date of payment.

5.03 Employer Contributions Not Wages. Employer Contributions paid or accrued to the Fund through Entity Premiums shall not constitute or be deemed wages due employees, nor shall such contributions in any manner be liable for or subject to the debts, contracts or liabilities of the Participating Entity; neither the Participating Entity, any Employee, nor any beneficiary under the Plan shall have any rights, title or interest in the Fund, except as specifically provided in this Trust Agreement.

5.04 Employee Contributions. Employees may be required to contribute a portion of the Entity Premium in amounts to be determined by each Participating Entity as appropriate for the benefits to be provided hereunder. Nothing in this paragraph shall be deemed to preclude a Participating Entity from making all or any portion of Employee Contribution payments on behalf of its employees.

5.05 Payment in Lieu of Benefits. No employee shall have any right to receive any part of his/her own Employee Contributions or any part of Employer Contributions paid in lieu of benefits.

5.06 Payroll Deductions. All Employee Contributions shall be paid by payroll deductions. The Participating Entity shall remit all monies obtained through payroll deductions in a lump sum to the Fund as part of the Entity Premium described herein on the first day of each month during the effective term of this agreement or as otherwise specified by the Trustees.

5.07 Manner of Payment. All Entity Premiums and other payments to the fund shall be payable to the name of the Trust and shall be paid in the manner and form determined by the Trustees.

5.08 Wage Reports/Audits. The Participating Entity shall make all reports required by the Trustees. The Trustees may at any time have an audit of the Participating Entity's wage records performed by an independent Certified Public Accountant to confirm the accuracy of required reports and to confirm the correct levels of contributions.

5.09 Contributions Irrevocable. Subject to the provisions of Article XVII with respect to termination of this Trust Agreement and Article XV and Article XVIII with respect to termination of membership in the Trust, all Contributions to the Fund shall be irrevocable and under no circumstances shall any monies properly paid into the Fund, or any part of the Fund, be recoverable by or payable to a Participating Entity or any Employee, nor shall any of the same be used for or diverted to purposes other than for the exclusive program of benefits for Employees and other covered persons as provided in this Trust Agreement.

5.10 Assessments. In the event a deficit shall develop which is creditable to any plan or fiscal year, the Trustees shall order an assessment sufficient to cure the deficit. Assessments shall be distributed among the member counties on a pro-rata basis, as calculated by the amount of each member's contributions for the plan or fiscal year to which the deficit is credited. Assessments shall not exceed the amount of the member's annual contribution to the Fund for the year to which the deficit is credited.

ARTICLE VI. PAYMENT OF BENEFITS

6.01 Benefits Liability. Subject to the terms and conditions set forth in this Trust Agreement, the Plan Document and other procedures, rules, regulations and conditions established by the Trustees, the Trust shall pay all claims for which each Participating Entity's Employees would be liable and would be entitled to receive benefits under the Employee Benefit Program.

6.02 Discharge of Liability. Subject to the terms and conditions set forth in this Trust Agreement, the Plan documents and other procedures, rules, regulations and conditions established by the Trustees, liabilities incurred for claims for services rendered to the Beneficiaries of Participating Entities under the Employee Benefit Program will be relieved only by payment of claims by the Trust, by the Beneficiary, or by such other party who may be deemed responsible for payment of such claims.

6.03 Method of Payment. The Trustees shall arrange for disbursement of benefits under the Employee Benefit Trust through a Benefits Administrator appointed by the Trustees.

6.04 Summary Plan Description. The Benefits to be provided pursuant to the Trust Agreement, whether by self-funding or by insurance contract, shall be set forth in a Summary Plan Description which shall, at a minimum, generally explain the applicable benefits and eligibility rules for coverage for employees and dependents.

6.05 Protection of Employees or Other Beneficiaries. Prior to payment to or on behalf of an Employee or other beneficiary, all assets of the Trust shall be owned by the Trust and shall not be liable in any way for any debt or obligation of any Employee or the Trust. To the extent permitted by law, all Trust benefits shall be exempt from attachment, garnishment, levy of execution, bankruptcy proceedings, or other legal process at any time subject to the Trustee's possession and control; but in any event, such assets shall be subject to such process only to the extent of such Employee's benefits hereunder as they come due.

6.06 Employee or Other Beneficiary Claims to Benefits. No Employee or other beneficiary shall have any right or claim to benefits under the Employee Benefit Plan except as specified in the Summary Plan Description, policy or policies or contract or contracts procured or entered into pursuant to Articles II and IV. Any disputes as to eligibility, time, amount, or duration of benefits shall be resolved by the appropriate insurance carrier or Benefits Administrator, under and pursuant to the Summary Plan Description, policy or policies, or contract or contracts; and the Employee or other beneficiary shall not have any right or claim in respect thereto against the Fund or Trustees. Any dispute as to eligibility, type, amount, time or duration of benefits provided by the Fund, as self-funded, shall be decided by the Trustees, and all disputes shall be finally settled pursuant to Article VII.

6.07 Maintenance of Reserves. The Trust shall maintain claim reserves in an amount at least equal to known incurred losses and reasonable estimates of claims incurred but not reported.

6.08 Failure to Pay Benefits. Neither the Participating Entity nor the Trustees shall be liable for the failure or omission, for any reason, to pay any benefits under the Employee Benefit Plan. If for any reason, including, but not limited to, epidemics, catastrophes, or normal depletion, the Trustees determine that self-insured funds are insufficient to pay the current claims, the amount of benefits payable to an eligible Employee or other beneficiary shall, in all events, be limited to the extent that sufficient funds are available to the Trustees for the payment of all such claims; and, in such event, benefit payments to each eligible Employee or other beneficiary shall be limited to the extent that sufficient funds are available from the Trust Fund, and shall be further prorated in such amounts that all such claims shall be treated proportionally equal to the ratio that such total claims bear to the funds that are available for such payment. If any controversy or dispute exists concerning such matters, they shall be settled in accordance with the provisions of Article VII.

ARTICLE VII. CONTROVERSIES AND DISPUTES

7.01 Interpretation of Trust Documents. The Trustees shall have the power to construe, interpret and apply the provisions of this Trust document and any amendments, rules or regulations adopted pursuant to this document as well as the terms used herein and any construction, interpretation or application adopted in good faith. Should the Trustees in good faith reach a decision in a particular circumstance which is or appears to be at odds with the terms of this agreement, such decision shall not have as its purpose of effect to in any other way modify the plan of benefits or this document or to obligate the Trustees to take the same or similar action on any matter then pending or which might come before them at a future date.

7.02 Settlement of Benefit Claims. Controversies related to denial of claims shall first be referred by moving parties to the Trust's claims administrator in the manner and according to the time lines included in the plan booklet. The claims administrator will, upon completion of the final review provided for in the plan booklet, issue a written Notice of Final Determination to the moving party. The notice of Final Determination shall include at least the section(s) of the plan booklet or Trust Document from which the dispute arises, the facts giving rise to the dispute and the proposed resolution of the dispute.

(a) If the moving party is dissatisfied with the claims administrator's Notice of Final Determination, the moving party shall have sixty (60) calendar days from the date of receipt of the Notice of Final Determination to appeal the claims administrator's Determination to the Trustees.

(b) Within thirty (30) calendar days of receipt of the appeal from the claims administrator's findings, the Trustees shall meet to decide whether (1) to issue a decision based on the notice of dispute and claims administrator's Notice of Final Determination; (2) hold a hearing; or (3) designate a Hearing Officer to hold a hearing to hear the evidence, prepare a record and bring a recommendation to the Trust for decision. In all cases, the decision of the Trustees shall be final and binding on all parties to the dispute.

(c) Hearing Officers may not be employees or elected officials of any Participating Entity or have any substantive interest in the outcome of the proceedings. Hearing Officers shall hear the appeal within forty five (45) days of appointment. The Hearing Officer may extend the time for hearing upon agreement of the parties. Hearings conducted by the Hearing Officer shall be conducted in the same manner as meetings of the Trustees, including the maintenance of an electronic or other record of the proceeding as shall be determined by the Hearing Officer. Upon conclusion of the hearing, the Hearing Officer shall issue written findings and recommendations to the Trustees. Within fifteen (15) calendar days of receipt of the Hearing Officer's recommendations, the Trustees shall meet to receive and review the Hearing Officer's report. The Trustees may accept or reject, in whole or in part, the Hearing Officer's findings and recommendations. Costs to the Trust associated with the services of the Hearing Officer shall be borne by the Trust. Costs associated with presentation of an appeal shall be borne by the appealing party. The decision of the Trustees shall be final and binding on all parties to the dispute.

(d) If the appealing party is dissatisfied with the decision of the Trustees, the moving party shall have the right to pursue such other relief as may be afforded through a court of competent jurisdiction or such other alternative dispute resolution procedure as may be agreed to between the parties.

ARTICLE VIII. RESPONSIBILITIES AND LIABILITIES

8.01 Responsibilities and Liabilities of Trustees. The Trustees shall only be responsible for monies when and if said monies are received in accordance with the provisions of this Trust Agreement. Should the Trustees select or provide for any policy or program of self-funding, no claims for benefits or claims for liabilities shall be brought against the Trustees. The sole and exclusive liability of said Trustees in the management and operation of any program of self-funding shall be limited to due care in the selection of administrators, claims representatives, actuaries or other officials charged with the administration of such a program of self-funding. The Trustees or Successor Trustees shall only be responsible for any liability arising from their respective gross negligence, bad faith or willful misconduct in handling of the monies received in hand by them for execution and administration of the terms of the Fund. The Trustees and Successors shall not be responsible for the actions or omissions of their Co-Trustees or Successors, nor for the acts or omissions of other agents, or for any of the acts or omissions of any insurance company or its agents, servants or representatives, including but not limited to non-payment of claims by an insurance company or companies for any reason. No Trustee or Successor Trustee shall be entitled to any indemnifications of court costs or attorney's fees from any liability arising from his/her own willful misconduct, bad faith or gross negligence. To the extent that their actions do not constitute willful, bad faith or gross negligence, Trustees shall not be liable for actions taken on advice of counsel for the Trust as provided in Section 4.03.

8.02 Successors' Liability. No Successor Trustee shall be liable or responsible for any acts or defaults of his/her predecessor, or for any losses or expenses resulting from or occasioned by acts or omissions prior to his/her appointment as Trustee, nor shall he/she be required to inquire into or take any notice of the prior administration of the Fund or Trust. A successor Trustee is responsible solely for his/her actions as set forth in Section 8.01 herein.

ARTICLE IX. AMENDMENT OF THE TRUST AGREEMENT

9.01 Powers. It is anticipated that in the administration of this Trust, conditions may arise that are not foreseen at the time of execution of this Agreement and it is the intention of the Participating Entities, Trustees and each and every party to this agreement, that the power of amendment which is herein granted be exercised in order to carry out the spirit, object and purposes of this Trust. Therefore, the general power is granted by the Participating Entities to amend this agreement in accordance with the procedures set forth in Article IX of this Trust Agreement. All parties to the Trust and all persons claiming any interest hereunder are and shall be bound thereby.

9.02 Procedures. Prior to amendment of this Trust Agreement, the Trustees shall notify each Participating Entity no less than 30 days prior to the date on which such proposed amendments are to be considered by the Board of Trustees. Such notice shall set forth in sufficient detail the nature of the proposed amendments and shall invite questions or comments. Amendments to the Trust Agreement which have a proposed effective date of other than July 01 of any year shall require a 100% vote of the Board of Trustees. Amendments to the Trust Agreement which have a proposed effective date of July 01 of any year shall require a 66.6% (2/3) vote of the Board of Trustees. Approved amendments shall be signed by each Trustee voting in favor of approval. Amended or new Trust Agreements shall be filed with the State of Arizona in the manner provided by law for such agreements. Proposed amendments to the Trust Agreement shall be reviewed and approved in writing as to form by counsel for the Trust prior to approval by the Board of Trustees. Following approval by the Board of Trustees, proposed amendments shall be submitted to the Governing Boards of the Participating Entities and shall become effective on the date specified after approval by the Governing Boards of no less than 100% of the total number of Participating Entities for amendments which are to be effective on dates other than July 01 of any year and 66.6% (2/3) of the total number of Participating Entities for amendments which are to be effective on July 01 of any year.. Participating Entities whose Governing Boards fail to approve the proposed amendment(s) may elect to terminate their membership in the Trust pursuant to the provisions of Article XV of the Trust Agreement.

ARTICLE X. NON-VESTING OF RIGHTS

10.01 Rights Not Vested. No Employee, family, dependents, beneficiary nor any other person or group nor their respective successors, assigns, nor legal representatives, shall have any right, title or interest, vested or otherwise, in or to the Fund, Trust, corpus (income or increments thereto), insurance dividends, cash value, if any, or any insurance or benefits or monies payable there from, payments from the Fund, or in or to the eligibility requirements for benefits as changed or altered. Any Beneficiary who withdraws or ceases to participate in the Employee Benefit Program does hereby and shall expressly waive and forfeit any right, title or interest in and to the Fund, it corpus and assets. No Employee, family, dependents, beneficiaries nor any other person or group nor their respective successors, assigns nor legal representatives shall have any right in or to the Trust Fund, corpus, insurance dividends, cash value, if any, of insurance, interest, income, benefits, or any benefits or money payable there from, or anything arising out of or in this Trust during the term of this Agreement and any benefit he or they may have is forever terminated and discharged upon the Employee's termination of employment with the Participating Entity (quitting, discharge or otherwise), or when this Trust Agreement is terminated, concluded or dissolved. No benefit, right or

interest, in any of the forgoing is transferable by the Employee to another Employee or person, corporate or otherwise except to physicians, hospitals and any other person or institution furnishing medical services within the terms of this Trust Agreement. No monies, property or equity of whatsoever nature, in the Fund, nor insurance policies or benefits or monies payable there from, nor investments, nor deposits nor any part or portion of the Fund, shall be subject in any manner by any employee, or person claiming through such employee, ownership, anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, garnishment, attachment, execution, mortgage lien or charge of whatsoever nature or kind and any attempt to cause the same is and shall be null and void.

ARTICLE XI. PROVISIONS RELATING TO INSURANCE COMPANIES

11.01 Status of Insurance Companies. No insurance company which may issue any policies or contracts for the purpose of fulfilling the terms of the Agreement shall be deemed to be a party to this Agreement, nor shall it be responsible for the validity of this Agreement, nor is this Agreement in any manner for the benefit of any insurance company or companies. No insurance company shall be required to look into the terms of this Agreement or to question the authority of or action of the Trustees, or be responsible to verify that any action of the Trustees is authorized by the terms of this Agreement.

ARTICLE XII. PROGRAM ADMINISTRATION

12.01 Allocation of Administrative Duties. The Trustees shall have the full obligation and responsibility for administration of the Employee Benefit Program but may designate any person, firm, corporation or other entity as an employee, agent or representative, for purposes carrying out the objectives of the Trust. The Trustees shall designate an administrator to carry out the policies established by the Trustees and to provide day to day management. An administrator appointed pursuant to Section 12.03 may also serve in this capacity.

12.02 Termination of Agents. The Trustees may remove any agent for administration at any time, without cause, after thirty (30) days written notice to the agent or as otherwise provided in contracts for employment of such agents.

12.03 Consultant/Administrator. The Trustees shall designate a risk management consultant or insurance administrator. The designated consultant or administrator shall be licensed pursuant to Arizona Revised Statutes Title 20, Chapter 2, Articles 3 or 9. Such licensing shall be verified by the Trustees prior to any appointment pursuant to this section.

12.04 Duties of Agents. Agents shall perform all designated duties in a workmanlike and professional manner and shall keep accurate and complete records of activities as prescribed by the Trustees. Any agent designated as benefits administrator shall, in addition to the other duties set forth in this section, keep its records open for examination at reasonable times during business hours by any person authorized by the Board of Trustees and shall, within sixty (60) days after the end of each Trust year or such other date as determined by the Trustees, file with the Trustees a complete statement of its administration covering the period since the closing date of the previous statement.

12.05 Business Offices. The Trust may establish offices within the State of Arizona as required for

the conduct of business and may employ necessary staff to carry out the purposes of the Trust.

ARTICLE XIII. ADDITIONAL MEMBERS

13.01 Eligibility for Membership. Any "Public Agency" as defined in ARS § 11-951 that is located in Cochise, Graham, Greenlee, Gila, Maricopa, Pima, Pinal, Santa Cruz and Yuma counties, is eligible to be considered for membership in the Trust subject to the terms and conditions set forth herein.

13.02 Application for Membership. An entity desiring membership in the Trust may petition the Trustees for permission to become a Participating Entity. Applicants shall submit application forms as prescribed by the Trustees and shall provide such additional information as may be requested in order to fully evaluate the application. Completed applications and supporting data shall be submitted no later than the deadlines established by the Trustees. Applications deemed incomplete by the established deadlines may be rejected in the sole discretion of the Trustees.

13.03 Approval of Applications. Completed applications will be reviewed and evaluated based on standards acceptable to the Trustees to ensure that approvals of applications are based on the best interests of the Trust, its Participating Entities and their Beneficiaries. Decisions of the Trustees may be based upon recommendations of their employees or agents. The Trustees, in a regularly convened meeting may, by one hundred percent (100%) vote, approve the application for membership subject to such terms and conditions as may be established by the Trustees in their sole discretion. Decisions of the Trustees with respect to membership applications will be final. If accepted for membership, an entity will be bound by all applicable terms and conditions of this Agreement and Declaration of Trust as well as all policies, procedures and regulations established pursuant to this Agreement. Representatives of Participating Entities approved for membership may attend meetings of the Board of Trustees, but will not be allowed to vote or otherwise formally participate in the governance or benefits of the Trust until the effective date of the Entity's participation in the Trust.

ARTICLE XIV. DURATION OF AGREEMENT

14.01 Term of Agreement. This Agreement and Declaration of Trust shall continue in full force unless terminated as provided herein or extended by majority vote of the Trustees.

14.02 Initial and Renewal Participation Requirement. The Initial membership term for new members shall be for a period of not less than thirty five (35) nor more than forty seven (47) calendar months. Membership in the Trust may not be terminated by any Participating Entity during the Initial or any Renewal term of membership term, except as provided herein. Notwithstanding these limitations on voluntary termination, coverage under the Employee Benefit Plan may be suspended or terminated as provided herein for nonpayment of Entity Premiums or other violations of the terms of this Agreement and Declaration of Trust. After expiration of the Initial or any Renewal membership term, a Participating Entity may terminate its participation as provided in Article XV herein or may request that the Board of Trustees approve an additional Renewal Term. Unless otherwise designated by a 2/3 vote of the Board of Trustees, all Renewal Terms shall be three years in duration, during which membership in the Trust may not be voluntarily terminated except as

expressly provided herein.

ARTICLE XV. VOLUNTARY TERMINATION OF MEMBERSHIP

15.01 Procedure. Membership in the Trust may be terminated by a Participating Entity as of the end of their Initial Term of participation or a subsequent Renewal Term, subject to the following conditions:

(a) Written notice of termination must be received no later than ninety (90) days prior to the last day of the Participating Entity's Term.

(b) Termination will be effective as of the last day of the Participating Entity's Term.

(c) Once termination is effective, a former Participating Entity may not be eligible for readmission to the Trust for a minimum of three (3) fiscal years. Application for readmission shall be made according to the procedures set forth in Article XIII.

(d) Termination will not relieve a former Participating Entity of any obligations, financial or otherwise, imposed upon Participating Entities pursuant to this Agreement and Declaration of Trust for the period during which the former Participating Entity was a member of the Trust.

(e) Participating Entities terminating their membership in the Trust in accordance with this Article shall receive surplus amounts due them and shall remain laible for deficits owed by them to the Trust in accordance with Article 18.02 of this Agreement.

15.02 Termination Due to Amendment of the Trust Agreement. Notwithstanding the provisions of Article 15.01 a Participating Entity may elect to terminate its membership prior to the end of their Initial Term of Participation or their subsequent Renewal Term under the following conditions:

(a) The Governing Board of the Participating Entity wishing to terminate its membership pursuant to this Article must have failed to approve a proposed amendment to the Trust Agreement which was approved by the requisite number of Governing Boards pursuant to Article 9.02 of the Trust Agreement.

(b) The approved amendment to the Trust Agreement is to become effective prior to the end of the current renewal period.

(c) The proposed date of termination of membership is to be on or before the effective date of the approved amendment to the Trust Agreement or upon such later date as may be approved by the Board of Trustees during which period the terminating entity shall not be subject to the provisions of the approved amendment to the Trust Agreement.

(d) Any termination pursuant to this Article 15.02 shall also be subject to the provisions of Article 15.01(c).

(e) Participating Entities terminating their membership in the Trust in accordance with this Article shall receive surplus amounts due them and shall remain liable for deficits owed by them to the Trust in accordance with Article 18.02.

ARTICLE XVI. SUSPENSION AND EXPULSION

16.01 Suspension. In the event that any Participating Entity shall fail to make its contributions as specified herein, or shall fail to comply with any other terms or conditions of this Trust Agreement or other requirements established by the Trustees, the Board of Trustees may suspend benefits provided to the Employees of that Participating Entity. Prior to any suspension, the Board shall provide written notice of default to the Entity. The notice of default shall advise the Entity that:

(a) Unless the default is cured within ten (10) working days of receipt of the notice, coverage may be suspended for a period of up to ninety (90) days without further notice or administrative process.

(b) During the ninety (90) day suspension period, the Board of Trustees shall determine if the Entity should be terminated as a Participating Entity effective at any time before, or on completion of, the ninety (90) day suspension period.

(c) Prior to removal of any suspension, the Trustees may impose specific conditions for reinstatement of coverage and continued membership in the Trust.

(d) The entity will be liable for unpaid premiums and/or benefit payments, administrative costs and other costs incurred by the Trust between the date that premium payments became in arrears and the date of suspension/termination of benefits plus interest accrued as provided in Section 5.02.

16.02 Expulsion. Participating Entities that are expelled from membership in accordance with this Article shall forfeit surplus amounts due them and shall remain liable for the full amount of contributions that would otherwise have been due to the Trust during the period of time between the date of such Entity's expulsion and the end of the Plan year in which they are expelled. Participating Entities that are expelled from membership in accordance with this Article shall also remain liable for any deficits owed by them to the Trust. Amounts due under this Article shall be recovered by the Trust in accordance with Article 18.03 of this Agreement.

ARTICLE XVII. TERMINATION OF TRUST

17.01 Termination by The Trustees. The Trust created by this Agreement and Declaration of Trust may be terminated at any time by formal resolution approved by majority vote of the Board of Trustees.

17.02 Notice of Termination. Upon termination of the Trust as provided herein, the Trustees shall forthwith notify all Beneficiaries and all other necessary parties.

17.03 Duration After Termination. Notwithstanding any provision set forth in this Trust Agreement regarding duration and termination of the Trust, the Trust shall continue in existence for

as long a period as may be required to finish its business. Upon termination, the Trustees shall continue in their capacity as Trustees for so long a period as may be required to conclude the business of the Trust.

17.04 Disposition of Trust Assets and Final Accounting. Upon termination of this Trust, any and all monies remaining in the Fund shall be disbursed in accordance with Article 18.01. At such time as the business of the Trust is completed, the Trustees shall render a final accounting of the affairs of the Trust to the Participating Entities and their Employees. Thereafter, there shall be no claim or action against the Trustees except as expressly provided herein and they shall have no further responsibility or duties and they shall be discharged.

**ARTICLE XVIII. DISTRIBUTIONS OF SURPLUSES AND DEFICITS UPON
TERMINATION OF THE TRUST, VOLUNTARY TERMINATION OF MEMBERSHIP
OR EXPULSION**

18.01 Termination of the Trust. Upon termination of the Trust, the Trustees shall by majority vote provide for the development of a plan (the Termination Plan) to conclude the Trust's business over the course of a period not to exceed thirty six (36) calendar months from the effective date of the Trust's termination. The termination plan shall provide for at least the following:

- (a) Payment of all administrative and other costs reasonably required to complete the Trust's operations;
- (b) Payment of all outstanding claims liabilities of the Trust including, without limitation, all known claims and incurred but not reported liabilities;
- (c) Payment to the Trust of any deficits owed to it by any current or former Participating Entities; and
- (d) Payment of any outstanding amounts due to former Participating Entities that have previously voluntarily terminated their memberships in the Trust in accordance with Articles 15.01 or 15.02.

18.02 Voluntary Termination of Membership. For entities voluntarily terminating membership as provided under Article 15.01 or 15.02, surpluses and deficits allocated to the Participating Entity during the term of its membership, including adjustments for administrative expenses associated with the termination, shall be paid in accordance with the following schedule:

(a) Surpluses payable to the former Participating Entities shall be paid in two (2) installments, with the first installment comprised of an amount not to exceed fifty percent (50%) of the total estimated amount due being paid no later than six (6) months after the effective date of such termination, and any remaining surplus balances due being paid not later than thirty six (36) months after the effective date of such termination, or in accordance with such other schedule as may be agreed to between the former Participating Entity and the Trustees.

(b) Deficits payable to the Trust from former Participating Entity shall be paid in two (2) installments, with the first installment comprised of an amount not to exceed fifty percent (50%) of the total estimated amount due being paid no later than six (6) months after the effective date of such

termination and any remaining deficit balances due being paid not later than thirty six (36) months after the effective date of such termination, or in accordance with such other schedule as may be agreed to between the former Participating Entity and the Trustees.

18.03 Expulsion. In the event that a Participating Entity is expelled and membership involuntarily terminated in accordance with Article 16.02, surpluses and deficits allocated to the Participating Entity during the term of its membership, including adjustments for administrative expenses associated with the termination, shall be paid in accordance with the following schedule:

(a) Surpluses credited to the Participating Entity expelled under Article 16.02 of this Trust Agreement shall be forfeited upon the effective date of the expulsion.

(b) Former Participating Entities shall remain liable for the full amount of contributions that would otherwise have been due to the Trust during the period of time between the date of such Entity's expulsion and the scheduled end of the Plan Year in which they are expelled. Amounts due to the Trust under this Article may be collected through monthly billing of the former Participating Entity using the applicable rates for the involved benefits through the otherwise scheduled end of the former Participating Entity's membership term.

(c) Deficits payable to the Trust from an expelled former Participating Entity shall be paid in two (2) installments, with the first installment comprised of an amount not to exceed seventy five percent (75%) of the total estimated amount due being paid no later than six (6) months after the effective date of such termination and any remaining deficit balances due being paid not later than thirty six (36) months after the effective date of such termination, or in accordance with such other schedule as may be agreed to between the former Participating Entity and the Trustees.

ARTICLE XIX. MISCELLANEOUS

19.01 Prosecution and Defense of Lawsuits. In the event any claim, suit, action or legal or administrative proceeding is brought against the Trust, Board of Trustees, one or more Trustees or the Fund, in connection with any matter arising out of the administration of the Trust or Fund or in connection with this Trust Agreement or in connection with any act or omission of the Board of Trustees or one or more of the Trustees, or in the event of any suit, action or proceeding commenced by the Trustees, including, but not limited to, a request for a judicial settlement of accounts, a suit for construction, a bill of interpleader, or any other matter relating to the Trust, the Trustees shall have the power and authority to employ counsel to represent them in any such suit, action or proceeding. Expenses, including counsel fees and other costs shall be paid from the Fund as long as the Trustees have acted in good faith and not with gross negligence, bad faith or willful misconduct, it being the intent to indemnify the Trustees against all honest mistakes in judgment and all acts or omissions that are not deliberate or willful violations of the duties of the Trustees. In addition, the Trustees shall have the right to commence and prosecute such suits, actions or proceedings as they may determine are necessary and proper in order to protect the interests of the Trust and Fund, and, in this connection, the Trustees shall have the same rights and entitlement to reimbursement for costs and expenses as heretofore described for the defense of lawsuits.

19.02 Fiduciary Liability. The Fiduciary Liability and funding of all eligible benefits as determined by the Plan Document shall be the sole responsibility of the Trustees.

19.03 Worker's Compensation. The insurance coverage contemplated by this Trust Agreement shall not apply in any case which is compensable under Worker's Compensation.

19.04 Situs of Fund. *The City of Bisbee, County of Cochise*, State of Arizona, shall be deemed the situs of the Fund created hereunder. All questions pertaining to validity, construction and administration shall be determined in accordance with the laws of such State and County. This Trust Agreement is deemed made, executed and delivered in such State.

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

19.06 Captions. It is understood and agreed that the captions and headings contained in this Trust Agreement are included for convenience only and that they are not and shall not be deemed a part of the Agreement and that they shall in no way define, limit or expand any of the terms, obligations or conditions set forth herein.

19.07 Severability. The parties agree that, to the extent that any provision of this Trust Agreement is in conflict with any applicable statute, regulation or rule, that provision shall be deemed unenforceable and the applicable statute, regulation or rule shall govern. Should any provision or term in this Trust Agreement be deemed or held to be unlawful or invalid for any reason, such determination will not adversely affect the remaining provisions contained herein unless such determination will make the operation of the Trust impossible or impractical. In such a case, the appropriate parties shall immediately adopt such provisions as may be required to facilitate to proper functioning of the Trust.

19.08 Taxation of Contributions, Assets, Income and Benefits. This Trust Agreement is being entered into and contributions are being made based upon the expectation that contributions made hereunder will not be subject to taxation and that benefits received by employees or other beneficiaries will not be deemed compensation in determination of federal, state or local tax liability. The parties hereto, individually and collectively agree to take or cause to be taken any and all steps that may be necessary or advisable in order to obtain and/or maintain a tax-exempt status for this Trust. In the event that any provisions of this Trust Agreement are determined to impose tax obligations on the County or Employees or other beneficiaries, any steps necessary to eliminate such obligations shall be taken immediately. Nothing in this section shall be deemed to impose liability on the Trustees, the Trust or the Participating Entities in the event that contributions or benefits are deemed taxable or in the event that investment income received by the Trust is determined to be subject to taxation.

19.09 Cancellation. This Agreement is subject to cancellation pursuant to A.R.S. Section 38-511.

19.10 Effective Date. This Agreement shall be effective as of the date set forth herein.

ARTICLE XX. STOP LOSS PROVISIONS

20.01 Stop Loss Requirement. Specific stop-loss reinsurance shall be an integral part of any self-funded Medical benefit program established pursuant to this Trust Agreement. It is the intent of the parties to this Trust Agreement that stop-loss coverage, with such attachment points and policy limits as may be deemed necessary to protect the loss fund and allow complete and timely payment of benefits, be provided by an authorized carrier licensed to execute such contracts in the State of Arizona.

ARTICLE XXI. LOSS CONTROL PROGRAM

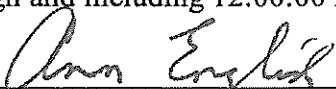
21.01 Loss Control Program. The Trustees shall provide for the development and implementation of a program of loss control for each plan year of Trust operations. The loss control program shall be further described in the Plan of Risk Management approved each year and may include one or combinations of:

- (a) Specific and/or aggregate reinsurance
- (b) Conventional insurance, partial or full self-insurance
- (c) Access to preferred Provider organizations (PPO's) for benefit offerings
- (d) Medical pre-certification, concurrent and/or post discharge review
- (e) Large case management
- (f) Health and wellness promotion
- (g) Employee assistance programs
- (h) Such other loss control programs as the Trustees may determine to be appropriate.


APPROVALS

Cochise County


Cochise County hereby approves and accepts the foregoing Amended and Restated Agreement and Declaration of Trust and agrees to be bound by the provisions thereof effective at 12:00:01 A.M., February 01, 2010 through and including 12:00:00 P.M. June 30, 2011.

By: 
Ann English, Chairperson
Cochise County Board of Supervisors

Date: 1-27-2010


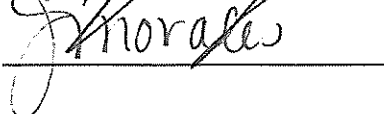
ATTEST:

Katie Howard, Clerk of the Board
Cochise County Board of Supervisors

Pursuant to A. R. S. Section 11-952(D), the foregoing agreement has been reviewed by the Attorney for Cochise County and it is in proper form and is within the powers and authority granted to Cochise County under the laws of the State of Arizona.

By: 
Terry Bannon, Deputy County Attorney

Date: 1-28-10

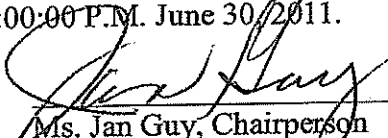
IN WITNESS HEREOF, the undersigned Trustees hereby accept appointment and approves the Agreement and Declaration of Trust.

<u>Name</u>	<u>Signature</u>	<u>Date</u>
Mike Ortega	<u></u>	<u>2/1/10</u>
Julie Morales	<u></u>	<u>02/01/10</u>

APPROVALS

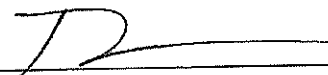
Cochise College

Cochise College hereby approves and accepts the foregoing Agreement and Declaration of Trust and agrees to be bound by the provisions thereof effective at 12:00:01 A.M., February 01, 2010 through and including 12:00:00 P.M. June 30, 2011.

By: 
Ms. Jan Guy, Chairperson
Cochise College Governing Board

Date: February 16, 2010

Pursuant to A. R. S. Section 11-952(D), the foregoing agreement has been reviewed by the Attorney for Cochise College and it is in proper form and is within the powers and authority granted to Cochise College under the laws of the State of Arizona.

By: 
Britt W. Hanson, Deputy County Attorney

Date: 1/26/10

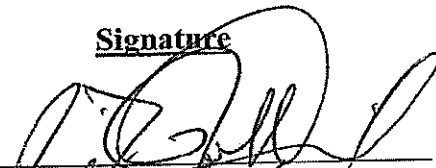
IN WITNESS HEREOF, the undersigned Trustees hereby accept appointment and approves the Agreement and Declaration of Trust.

Name

Signature

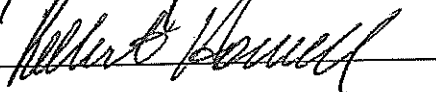
Date

J.D. Rottweiler



2/16/2010

Robert Howell



2/16/2010