

**ARTICLE VI  
AMENDMENT OF THE TRUST AGREEMENT  
AND TERMINATION OF THE TRUST**

**6.1 Amendment of the Trust Agreement.** This Trust Agreement does not provide or create any contractual or other obligation of the County or any other Employer to provide any benefit to any person. This Trust Agreement may be amended by the Board in its sole discretion in whole or in part, in any manner, and without limit, including reducing or eliminating the payment of any benefits under the Plan or Trust. Such modification, alteration or amendment may be made without providing any other benefits in lieu thereof and for any persons (including but not limited to persons then receiving benefits under the Plan or Trust). However, any assets held in the Trust at the time of amendment shall continue to be held in the Trust or transferred to the Public Agency Retirement Services (PARS) Public Agencies Post Retirement Health Care Plan Trust to be used solely for the benefit of the retired Employees and their Spouses and Dependents who receive benefits under the Plan. Such assets shall be used to provide health benefits in accordance with the Plan (which may be modified, altered, amended or terminated as provided therein) and pay reasonable expenses of administration and investment. Any amendment may be made without the consent of the Trustee or any other person or entity. If the Trust Agreement is amended in a way that increases the duties of the Trustee, and the Trustee objects thereto, the Trustee may resign by giving 10 days advance written notice to the Administrator and the County.

**6.2 Termination of the Trust.** The continuance of the Plan or Trust is not a contractual or other obligation of the County. The Board shall have the right at any time and for any reason, in its sole discretion, to terminate the Plan and/or the Trust and to cease paying any or all benefits under the Plan and Trust (including but not limited to persons then receiving benefits under the Plan or Trust) without providing any other benefits in lieu thereof. However, assets held in the Trust at the time of termination shall ~~continue to be~~ transferred to the PARS Public Agencies Post Retirement Health Care Plan Trust (“PARS Trust”) and used to provide health benefits in accordance with the Plan (which may be modified, altered, amended or terminated as provided therein) and pay reasonable expenses of administration and investment. ~~Upon termination of the Trust, after all benefits owed under the Plan have been paid and all Plan and Trust expenses have been paid, any assets remaining in the Trust shall revert to the Employers in proportion to their contributions to the Trust for the prior 5 years or be transferred to another entity or person that meets the requirements to be tax exempt under the Code, as determined by each Employer, in its discretion, with respect to Trust assets allocated to its account.~~ Additionally, the continuance of the PARS Trust is not a contractual or other obligation of the County. The Board shall have the same rights with respect to the PARS Trust as are provided for this Trust in the first sentence of this section. Once the Trust is terminated, those persons serving as Trustees are no longer Trustees.