

**SECOND AMENDMENT TO THE**  
**AMENDED AND RESTATED AGREEMENT AND DECLARATION OF TRUST**  
**OF THE**  
**YUMA AREA BENEFIT CONSORTIUM TRUST AGREEMENT**

The Initial Agreement and Declaration of Trust was made effective the first day of April 1997, between the Yuma/LaPaz Counties Community College District (aka Arizona Western College) (“AWC”), Crane Elementary School District No. 13 (“Crane”), and Yuma Elementary School District No. One, and certain persons hereinafter referred to as the “Trustees” to administer the Trust in accordance with the terms and provisions of this instrument. Effective on or about July 1, 2004, the City of Yuma (the “City”) was admitted as an additional Participating Entity in the Trust pursuant to an Amended and Restated Agreement and Declaration of Trust (hereinafter the “Trust Agreement”) with an effective date of July 1, 2004. Effective as of July 1, 2012, a First Amendment to the Amended and Restated Agreement and Declaration of Trust was adopted to admit the Yuma County Intergovernmental Public Transportation Authority and the Yuma Metropolitan Planning Organization as Participating Entities. Pursuant to powers retained by the Participating Entities pursuant to Section 12.01 of the Trust Agreement, the Participating Entities hereby desire to amend the Agreement and Declaration of Trust as set forth herein effective the first day of July 1, 2017, to eliminate the Yuma Elementary School District No. One (“YESD1”) as a Participating Entity and to add the Housing Authority of the City of Yuma (“Yuma Housing Authority”) as additional as a Participating Entity in the Trust.

WHEREAS pursuant to Section 9.01 of the Trust Agreement the Participating Entities considered the petition of the Yuma Housing Authority to become a Participating Entity in the Trust; and

WHEREAS, pursuant to Section 10.01, YESD1 has provided the Participating Entities with written notification of its intent to termination its membership in the Trust;

WHEREAS the Participating Entities approved Yuma Housing Authority’s petition and accepts the termination of the membership of YESD1 in the Trust,

NOW THEREFORE, in consideration of the promises, covenants, agreements, terms, obligations and duties herein set forth, it is understood and agreed as follows:

1. Article 1.08 of the Trust Agreement is hereby amended to read as follows:

**1.08 - Participating Entities.** The term “Participating Entities” shall mean each of the following: Arizona Western College, Crane Elementary School District No. 13, the City of Yuma, the Yuma County Intergovernmental Public Transportation Authority, the Yuma Metropolitan Planning Organization, the Housing Authority of the City of Yuma and members approved under Article IX.

2. Section 3.02 of the Trust Agreement is hereby amended to read as follows:

**3.02 - Board of Trustees Composition.** The number of members of the Board of Trustees shall be not less than four (4) nor more than twelve (12) of which at least three (3) persons shall be elected officials or employees of public entities within the State of Arizona. The Governing Boards of Crane, AWC, and the City each shall appoint two (2) trustees.

3. Section 10.01.3 of the Trust Agreement is amended to read as follows:

**10.01.3** Once termination is effective, a former Participating Entity may not apply for readmission to the Trust during the subsequent plan year and, after such subsequent plan year, may apply for readmission to the Trust under Section 9.01. Grants of readmission are not assured and may be denied on the Board of Trustee's discretion after duly called meeting and vote.

4. By its signature below, the Trustees appointed by YEDS1, formally withdraw as Trustees effective as the withdrawal date of YEDS1

5. Except as specifically modified or amended by this Second Amendment, the Trust Agreement as amended remains in full force and effect.

6. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. A pdf of an executed signature page shall have the same effect as an originally signed signature page.

**SIGNATURES OF CONTINUING PARTICIPATING ENTITIES OR  
AUTHORIZED DESIGNEE:**

By: \_\_\_\_\_  
Governing Board President or authorized designee  
for Arizona Western College

\_\_\_\_\_  
Print Name

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**SIGNATURE OF TRUSTEES:**

By: \_\_\_\_\_  
Trustee for Arizona Western College

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Trustee for Arizona Western College

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

By: \_\_\_\_\_  
Legal Counsel for Arizona Western College

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**SIGNATURES OF CONTINUING PARTICIPATING ENTITIES OR  
AUTHORIZED DESIGNEE:**

By: \_\_\_\_\_  
Governing Board President or authorized designee  
for Crane Elementary School District No. 13

\_\_\_\_\_  
Print Name

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**SIGNATURE OF TRUSTEES:**

By: \_\_\_\_\_  
Trustee for Crane Elementary School District No. 13

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Trustee for Crane Elementary School District No. 13

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

By: \_\_\_\_\_  
Legal Counsel for Crane Elementary School District No. 13

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**SIGNATURE OF CONTINUING PARTICIPATING ENTITY OR AUTHORIZED  
DESIGNEE:**

By: \_\_\_\_\_  
Mayor or authorized designee for City of Yuma

\_\_\_\_\_  
Print Name

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**SIGNATURE OF TRUSTEES:**

By: \_\_\_\_\_  
Trustee for City of Yuma

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Trustee for City of Yuma

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

By: \_\_\_\_\_  
Legal Counsel for City of Yuma

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**SIGNATURE OF CONTINUING PARTICIPATING ENTITY OR AUTHORIZED  
DESIGNEE:**

By: \_\_\_\_\_  
Authorized designee for Yuma Metropolitan  
Planning Organization

\_\_\_\_\_  
Print Name

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017

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

By: \_\_\_\_\_  
Legal Counsel for the Yuma Metropolitan Planning Organization

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**SIGNATURE OF CONTINUING PARTICIPATING ENTITY OR AUTHORIZED  
DESIGNEE:**

By: \_\_\_\_\_  
Authorized designee for Yuma County Intergovernmental  
Public Transportation

\_\_\_\_\_  
Print Name

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017

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

By: \_\_\_\_\_  
Legal Counsel for the Yuma County Intergovernmental Public Transportation  
Authority

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**SIGNATURE OF WITHDRAWING PARTICIPATING ENTITY OR  
AUTHORIZED DESIGNEE:**

By \_\_\_\_\_  
Governing Board President or authorized designee  
for Yuma Elementary School District No. One

\_\_\_\_\_  
Print Name

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**SIGNATURE OF TRUSTEES:**

By: \_\_\_\_\_  
Trustee for Yuma Elementary School District No. One

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Trustee for Yuma Elementary School District No. One

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

By: \_\_\_\_\_  
Legal Counsel for Yuma Elementary School District No. One

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_



**SIGNATURE OF ENTERING PARTICIPATING ENTITY OR AUTHORIZED  
DESIGNEE:**

By \_\_\_\_\_  
Housing Authority of the City of Yuma

\_\_\_\_\_  
Print Name

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017  
Pursuant to A.R.S. § 11-952(D), the foregoing agreement has been reviewed by the undersigned and it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

By: \_\_\_\_\_  
Legal Counsel for the Housing Authority of the City of Yuma

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_