

**TRUST JOINDER AGREEMENT
FOR PARTICIPATING POLITICAL SUBDIVISIONS IN THE
VACo/VML VIRGINIA INVESTMENT POOL**

THIS TRUST JOINDER AGREEMENT is made by and between the Chief Financial Officer/Director of Finance of the City of Alexandria, Virginia (herein referred to as the “Chief Financial Officer/Director of Finance”), the City of Alexandria, Virginia (herein referred to as the “Participating Political Subdivision”), and the Board of Trustees (herein collectively referred to as the “Trustees”) of the VACo/VML Virginia Investment Pool (herein referred to as the “Trust Fund”).

WITNESSETH:

WHEREAS, the governing body of the Participating Political Subdivision desires to establish a trust for the purpose of investing monies belonging to or within its control, other than sinking funds, in investments authorized under Section 2.2-4501 of the Virginia Code; and

WHEREAS, the governing body of the Participating Political Subdivision has adopted an ordinance and/or resolution (a certified copy of which is attached hereto as Exhibit A) to authorize participation in the Trust Fund and has designated the Chief Financial Officer/Director of Finance to serve as the trustee of the Participating Political Subdivision with respect to the Trust Fund and to determine what funds under the Chief Financial Officer/Director of Finance’s control shall be invested in the Trust Fund, and has authorized the Chief Financial Officer/Director of Finance to enter into this Trust Joinder Agreement; and

WHEREAS, the Trust Fund, in accordance with the terms of the VACo/VML Virginia Investment Pool Trust Fund Agreement (the “Agreement”), provides administrative, custodial and investment services to the Participating Political Subdivisions in the Trust Fund; and

WHEREAS, the Chief Financial Officer/Director of Finance, upon the authorization of the governing body of the City of Alexandria, Virginia, desires to submit this Trust Joinder Agreement to the Trustees to enable the City of Alexandria, Virginia, to become a Participating Political Subdivision in the Trust Fund and a party to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements flowing to each of the parties hereto, it is agreed as follows:

1. Pursuant to the Board of Trustees’ acceptance of this Trust Joinder Agreement, the City of Alexandria, Virginia, is a Participating Political Subdivision in the Trust Fund, as provided in the Agreement, and the Chief Financial Officer/Director of Finance is authorized to enter into this Trust Joinder Agreement, and to represent and vote the beneficial interest of the City of Alexandria, Virginia, in the Trust Fund in accordance with the Agreement.

2. Capitalized terms not otherwise defined in this Trust Joinder Agreement have the meaning given to them under the Agreement.

3. The Chief Financial Officer/Director of Finance shall cause appropriations designated by the Participating Political Subdivision for deposit in the Trust Fund to be deposited into a depository designated by the Trustees.

4. The Chief Financial Officer/Director of Finance shall timely remit, or timely approve the remittance of, administrative fees as may be due and payable by the Participating Employer under the Agreement into a depository designated by the Trustees.

5. The Participating Political Subdivision shall have no right, title or interest in or to any specific assets of the Trust Fund, but shall have an undivided beneficial interest in the Trust Fund; however, there shall be a specific accounting of assets allocable to the Participating Political Subdivision.

6. The Chief Financial Officer/Director of Finance shall provide to the Administrator designated by the Trustees all relevant information reasonably requested by the Administrator for the administration of the Participating Political Subdivision's investment, and shall promptly update all such information. The Chief Financial Officer/Director of Finance shall certify said information to be correct to the best of his/her knowledge, and the Trustees and the Administrator shall have the right to rely on the accuracy of said information in performing their contractual responsibilities.

7. The Trust Fund provides administrative, custodial and investment services to the Participating Political Subdivision in accordance with the Agreement.

8. The Trustees and the Administrator, in accordance with the Agreement and the policies and procedures established by the Trustees, shall periodically report Trust activities to the Participating Political Subdivision on a timely basis.

9. The Chief Financial Officer/Director of Finance and the Participating Political Subdivision agree to abide by and be bound by the terms, duties, rights and obligations as set forth in the Agreement, as may be amended by the Trustees, which is attached hereto and is made a part of this Trust Joinder Agreement.

10. The Chief Financial Officer/Director of Finance, in fulfillment of his/her duties as the trustee of the Participating Political Subdivision, retains the services of the Investment Manager or Managers selected by the Trustees pursuant to the Agreement.

11. The term of this Trust Joinder Agreement shall be indefinite. The Chief Financial Officer/Director of Finance may terminate this Trust Joinder Agreement on behalf of the Participating Political Subdivision by giving notice in writing to the Trustees. Termination shall be governed by the provisions of the Agreement.

IN WITNESS WHEREOF, the Chief Financial Officer/Director of Finance has caused this Trust Joinder Agreement to be executed this _____ day of _____, 20____.

**CHIEF FINANCIAL OFFICER/DIRECTOR
OF FINANCE OF**

CITY OF ALEXANDRIA, VIRGINIA

ATTEST:

* * * *

ACCEPTANCE:

**VACo/VML VIRGINIA INVESTMENT POOL
Virginia Local Government Finance Corporation**

By: _____
Administrator