

**MISSOURI FIREFIGHTER CRITICAL ILLNESS TRUST AND POOL  
BY-LAWS**

**ADOPTED OCTOBER 1, 2021.**

**ARTICLE I**

**Section 1:** The name of this Trust and Pool shall be the Missouri Firefighter Critical Illness Trust and Pool (“Trust”, “Pool”, “Trust Pool”, Trust and Pool”).

**Section 2:** Its principal office shall be located at such location as shall be approved by the Trustees from time to time.

**Section 3:** Other offices for the transaction of business may be located at such places as the Trustees may, from time to time, determine.

**Section 4:** These By-Laws are adopted pursuant to and in compliance with the laws of the State of Missouri and with the rules and regulations of the Missouri Department of Insurance and Commerce.

**ARTICLE II**

**Trustees**

**Section 1:** The business and property of the Trust shall be supervised by the Trustees. The number and election of Trustees shall be as prescribed in the Trust Agreement. Election of Trustees shall be conducted in accordance with the Trust Agreement, with Members nominating individuals to serve as Trustees equal to the number of Trustees to be elected at the next annual meeting. Board of Trustees shall nominate from amongst themselves a slate of officers to be voted on by the Trustees immediately following the annual meeting.

The Trustees shall:

- a. Supervise the administration of the Trust Pool and the Administrator.
- b. Consider and approve recommendations made by the Administrator to oversee claims for the Trust as provided in the Trust Agreement.
- c. Approve recommendations made by the Administrator to employ accountants, investment counselors and such other professional services, as they, from time-to-time, deem necessary.
- d. Approve insurance with advice of the Administrator.
- e. Set requirements for the admission of Members to the Trust and Pool which shall include such precautions as they, from time-to-time, deem appropriate to promote the safe and proper operation of the Trust.
- f. Endeavor to see that the Trust is safely and prudently administered to insure its financial stability.
- g. Perform any other functions as deemed appropriate in keeping with the proper operations of the Trust and Pool and in keeping with the laws of the State of Missouri.

**Section 2:** The Trustees shall elect a Chairman, Vice Chairman, and a Secretary/Treasurer. The Trustees may hire an Administrator; in the absence of an Administrator, the Chairman shall assume those duties. In addition, the Trustees may appoint such assistant secretaries, assistant treasurers and any other officers as they deem advisable. All officers so elected or appointed shall serve at the pleasure of the Trustees and all officers shall be Trustees.

**Section 3:** The Trustees may delegate to the Administrator the authority to act on all claims matters between meetings of the Trustees.

**Section 4:** Any Member may be expelled from the Trust by the Trustees as provided for in Trust Agreement.

**Section 5:** A Trustee shall not be paid compensation for his or her services as a Trustee. No Trustee shall serve the Trust in any professional or other capacity not associated with is representation as a Trustee. A Trustee may be reimbursed for his or her out-of-pocket expenses in attending meetings or for travel on Trust business upon presentation of reasonable documentation therefor.

### **ARTICLE III**

#### **Officers**

**Section 1:** The Chairman shall: preside at all meetings of the Trustees and of the Members of the Trust; and shall have general supervision over the affairs of the Trust and over the other officers; and shall perform all such other acts and duties as are incident to such executive office, which is comparable to that of president of a corporation. In case of the absence or disability of the Chairman, his/her duties shall be performed by the Vice Chairman. The Chairman shall act as the Administrator if an Administrator is not hired by the Trustees.

**Section 2:** The Secretary/Treasurer shall see to the recording of the minutes of all the meetings, preparation of agendas, records, and oversight of the financial affairs of the Trust and perform other duties normally required of a Secretary and Treasurer.

### **ARTICLE IV**

#### **Meetings**

**Section 1:** The Trust shall operate on a fiscal year beginning 12:01 a.m. on January 1 and Ending each year at midnight on December 31. An annual meeting of Members shall be held after the close of each fiscal year at such time and on such date and at such place as shall be determined by the Trustees. The Secretary shall furnish each Member notice of the time, place and date of the annual meeting at least fourteen (14) days prior to the date of the meeting.

**Section 2:** At each annual meeting of the Members of the Trust, the Chairman shall submit a statement of the claims experience of the Trust during the preceding year, together with a financial report of the Trust for the same period.

**Section 3:** A meeting of the Trustees shall be held each year immediately following the annual meeting of the Members. The Trustees shall elect at this meeting the officers for the year. Notice of this meeting shall be given at the annual meeting of Members.

**Section 4:** Special meetings of the Trustees may be called by the Chairman and in his absence by the Vice Chairman, or by any four (4) Trustees. By unanimous consent of all of the Trustees, special meetings of the Trustees may be held without notice at any time and place; otherwise, notice of all special meetings of the Trustees shall be provided to each Trustee and posted at least ten (10) days prior to the time fixed for the meeting. All notices of special meetings of the Trustees shall state the purpose thereof. In the event all of the Trustees shall unanimously consent in writing or by email or other electronic means to any action taken or to be taken by the Trust, such action is valid action as though it had been authorized at a meeting of the Trustees, provided that all consents shall be obtained within thirty (30) days of the first consent being obtained.

**Section 5:** A quorum for the transaction of business at any annual or special meeting of the Trustees shall consist of no less than four (4) Trustees or a majority of the Trustees then in office, whichever is greater. The meeting may be held in whole or in part by video conference or telephone call.

**Section 6:** The act of the majority of the Trustees present at a meeting at which a quorum is present, shall be the act of the Trustees, except where otherwise provided by law, these By-Laws, Operating Procedures or the Trust Agreement. Presence in person shall include contact by video or telephone communication as provided in Section 7 below.

**Section 7:** Meetings by video or telephone conference call or other method of electronic voice transmission which permits each participant to hear every other participant and join in the discussion are specifically authorized.

**Section 8:** Absence of any Trustee for three (3) consecutive meetings without justification, excuse or good cause shall be equivalent to a resignation on the part of such Trustee and the Trustees shall declare the position of such Trustee vacant, and it shall be filled in the manner indicated in the Trust Agreement.

**Section 9:** The Trustees shall meet no less often than every three (3) months.

## **ARTICLE V**

### **Finances**

**Section 1:** The Trust may maintain multiple bank accounts, including a Trustees Fund Account, Claims Fund Account, and Investment accounts.

**Section 2:** All monies of the Trust shall be deposited among the Trustees Fund Account, Claims Fund Account, Investment Accounts, or such other account as the Trustees from time to time shall determine to be appropriate.

**Section 3:** The Administrator shall collect all contributions to the Trust and shall immediately remit them to the depository bank for deposit. The Administrator shall determine and bill for all appropriate contribution costs and fees. The Trustees shall invest any monies not needed to pay current claims, claims costs, and appropriate operating expenses.

**Section 4:** That portion of each Member's Contribution which shall not be required to pay claims, pay administration expenses and fees or to fund required or appropriate reserves may be returned to the Members from time to time, but only when specifically authorized by the Trustees. Any such distribution to a Member shall be in proportion to such Member's last Member Contribution to the aggregate of the last Member Contribution by all Members. No surplus accumulations may be returned if such payments will impair the capital stability and/or security of the Trust. Any Member who withdraws and/or is not in good standing shall not be eligible to receive any return from surplus accumulation. In the event the Trustees are unable to identify or deliver a refund for any reason, such monies shall remain in the Trust for the benefit of the remaining Members.

**Section 5:** All costs of administration not otherwise provided for herein shall be paid out of the Trustees Fund.

**Section 6:** An annual audit shall be made of the Trust by independent accountants designated by the Trustees. The expense of this audit will be paid out of the Trust Fund. Copies of each year's audit report shall be made available each Member during that year.

**Section 7:** Each fiscal year shall be maintained separately for accounting purposes for the benefit of the Trust members active during that year.

**Section 8:** All investments shall be deposited into a financial institution after a competitive bid process.

**Section 9:** The Trust shall maintain or require a fidelity bond or employee dishonesty insurance policy of not less than \$1,000,000 for Trustees and Administrator, and directors, and officers, and liability insurance coverage in a form and in such amounts as the Trustees may determine appropriate from time to time; or, such coverages as may be required by law and deemed appropriate in the discretion of the Trustees. Such coverages may be provided by the Administrator by and through their contract with the Trust.

## **ARTICLE VI**

### **General Provisions**

#### **Collections and Contributions**

**Section 1:** Each Member shall make a minimum deposit at the beginning of each fiscal year with the Trust equal to 100% of its anticipated contribution for the year. Further, each Member shall deliver to the Administrator an accounting of its actual personnel to be covered under the Trust. The Administrator and the Trustees are without authority to extend credit to any Member.

**Section 2:** Members must keep accurate records and cooperate with Trustees, the Administrator and the representatives of the State. Each Member shall take all reasonable action to carry out the recommendations of these entities.

**Section 3:** The Trustees shall, in conjunction with the Administrator, maintain reasonable Operating Procedures for the operation of the Trust. All such procedures shall be in writing and a copy given to each Member and shall be deemed binding on each Member.

## **ARTICLE VII**

### **Indemnification**

**Section 1:** The Trust shall indemnify any and all of its Trustees or officers, former Trustees or officers, employees, agents, or any person who may have served at its specific written request or by its election as a Trustee or officer of another organization or association, or his or her heirs, executors and administrators against expenses (including attorney's fees, judgments, fines and amounts paid in settlement) actually and necessarily incurred by them in connection with the defense or settlement of any action, suit or proceeding in which they, or any of them, are made parties or a party, by reason of being or having been Trustees or a Trustee, officer, employee or agent of the Trust or of such other organization or association, if such Trustee, officer or other person acted in good faith in what he/she reasonably believed to be in the best interests of the Trust and in the case of illegal conduct had no reason to believe his/her conduct was illegal. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon plea of nolo contendere or its equivalent shall not, in itself, create a presumption that the person is not entitled to indemnification. Whether a person is entitled to indemnification shall be determined by a court, a vote of disinterested Trustees or independent counsel in a written opinion. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Trustee, officer, employee or agent may be entitled.

**Section 2:** The Trust shall advance defense costs to a person claiming indemnification provided such person undertakes in writing to return such advances to the Trust if indemnification is ultimately determined not to be available.

**Section 3:** The Trust has specific authority to purchase director and officer liability insurance coverage, and such other insurance coverage as the Trustees determine appropriate.

## **ARTICLE VIII**

The provisions of the By-Laws are severable, and therefore, if any of its particular provisions are held to be unenforceable by a court of competent jurisdiction, the remaining shall be construed and enforced accordingly. Should any provision of these Bylaws be in conflict with the Trust Agreement attached hereto, said Trust Agreement shall be binding upon the parties.

## **ARTICLE IX**

### **Amendments**

**Section 1:** Amendments to these By-Laws may be made by a vote of two-thirds (2/3) of the Trustees. Any amendment shall be distributed to the Members within fourteen (14) days after the effective date.

## **ARTICLE X**

### **Committees**

The Trustees may by resolution appoint from their Members committees as they shall from time to time determine. All such committees shall keep minutes of their proceedings and shall report their proceedings to the Trustees at the next meeting of Trustees.

## **ARTICLE XI**

### **Conflicts of Interest**

No Member, Trustee or family member of a Trustee shall have any financial or other interest or receive any compensation or financial benefit from any person or entity doing business with the Trust unless approved by a disinterested majority of the Trustees after full disclosure. Any such potential conflict of interest shall be disclosed to the Trustees at a meeting of the Trustees. Any Trustee with a potential conflict of interest shall recuse himself or herself from any vote thereon and shall be excused from any meeting at which such matter is being considered by the Trustees. Each Trustee shall certify annually that he/she is not subject to any conflict of interest.

## **ARTICLE XII**

### **Confidentiality**

All deliberations of the Trustees and Members are confidential. No Trustee or Member shall make any public statement on behalf of the Trust and any such statements shall be made only by the Chairman or other duly authorized representative of the Trust.