CITY OF HOLLYWOOD EMPLOYEES' RETIREMENT FUND

CALENDAR OF ITEMS

REGULAR BOARD MEETING APRIL 23, 2019

AGENDA ITEM 1 CALL TO ORDER

(NO BACKUP FOR THIS SECTION)

AGENDA ITEM 2 ROLL CALL AND PLEDGE OF ALLEGIANCE

AGENDA ITEM 2.A. AGENDA ADOPTION



CITY OF HOLLYWOOD EMPLOYEES' RETIREMENT FUND

2600 Hollywood Blvd. • City Hall Annex Building, 2ND Floor, Room 20 • Hollywood, FL 33020 (954) 921-3333 • (954) 921-3332 Fax • www.hollywoodpension.com

AGENDA REGULAR PENSION BOARD MEETING TUESDAY, APRIL 23, 2019 at 9:00 AM CITY HALL ANNEX, ROOM 20, 2600 HOLLYWOOD BOULEVARD

- 1. CALL TO ORDER
- 2. ROLL CALL AND PLEDGE OF ALLEGIANCE
 - A. Agenda Adoption
- 3. CONSENT AGENDA
 - A. March 26, 2019 Regular Meeting Minutes
 - B. Ratification of Distributions (Contributions and DROP) and Plan Expenses
 - C. Approval/Ratification of New Retirements/DROP/Vested/Death Annuities
- 4. FINANCIAL
 - A. Actuarial Valuation Report as of October 1, 2018
 - B. Financial Report and Investment Summary
 - C. Budget Variance Report
- 5. INVESTMENT (Segal Marco Advisors)
 - A. March 2019 Flash Performance Report
 - B. Wells Fargo/Principal Transaction
 - C. SMID Cap Growth Search
 - D. Work Plan 2019
- 6. LEGAL (Ron Cohen Rice, Pugatch, Robinson, Storfer and Cohen.)
 - A. Update on City of Hollywood v. City of Hollywood Employees' Retirement Fund
 - B. Update on Wells Fargo contract
 - C. Review Sunshine Law
 - D. Wolf Popper LLP Retainer Agreement
 - E. Update on Spectrum Brands Holdings, Inc.
 - F. Request for Executive Session to Discuss Pending Litigation

7. EXECUTIVE DIRECTOR'S REPORT

- A. City Commission Communication
- B. Administrative Considerations
 - i. Ordinance Voting Election Procedures
 - ii. Retaining Marcum Accountants as Independent Auditors
 - iii. Relocation
- C. Member Considerations
 - i. Retirees who selected 100% Joint and Survivor with at least one non-spousal beneficiary 10 or more years younger than themselves
 - ii. Survivors of Deceased Retirees who selected 100% Joint and Survivor with at least one non-spousal beneficiary 10 or years younger than themselves
- D. Communications from the Executive Director

- 8. PUBLIC COMMENTS
- 9. TRUSTEE REPORTS, QUESTIONS AND COMMENTS
- 10. ADJOURNMENT

PERSONS WITH DISABILITIES WHO REQUIRE REASONABLE ACCOMMODATION TO PARTICIPATE IN AN EMPLOYEES' RETIREMENT FUND BOARD MEETING MAY CALL THE PENSION OFFICE FIVE (5) BUSINESS DAYS IN ADVANCE AT 954-921-3333 (VOICE), IF AN INDIVIDUAL IS HEARING OR SPEECH IMPAIRED, PLEASE CALL 809-955-8771 (V-TDD).

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSES MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

THIS MEETING MAY BE CONDUCTED BY MEANS OF OR IN CONJUNCTION WITH COMMUNICATION MEDIA TECHNOLOGY, THE TYPE BEING A SPEAKER TELEPHONE.

IN COMPLIANCE OF STATE LAW, THE BOARD OF TRUSTEES FINDS THAT A PROPER AND LEGITIMATE PURPOSE IS SERVED WHEN MEMBERS OF THE PUBLIC HAVE BEEN GIVEN A REASONABLE OPPORTUNITY TO BE HEARD ON A MATTER BEFORE THE BOARD. THEREFORE, THE BOARD OF TRUSTEES HAVE DETERMINED AND DECLARED THAT THEY WILL ALLOW THE PUBLIC TO COMMENT; HOWEVER, EACH PERSON IS LIMITED TO NO MORE THAN (3) THREE MINUTES TO COMMENT AT EACH MEETING.

*TWO OF MORE MEMBERS OF ANY OTHER CITY BOARD, COMMISSION, OR COMMITTEE, WHO ARE NOT MEMBERS OF THE EMPLOYEES' RETIREMENT FUND BOARD MAY ATTEND THIS MEETING AND MAY, AT THAT TIME, DISCUSS MATTERS ON WHICH FORESEEABLE ACTION MAY LATER BE TAKEN BY THEIR BOARD, COMMISSION, OR COMMITTEE.

AGENDA ITEM 3.A. CONSENT AGENDA

MARCH 26, 2019 REGULAR MEETING MINUTES

MINUTES REGULAR PENSION BOARD MEETING CITY OF HOLLYWOOD EMPLOYEES' RETIREMENT FUND

TUESDAY, MARCH 26, 2019 AT 9:00AM

1. **CALL TO ORDER**

Chair Shaw called the meeting to order at 9:22a.m.

2. **ROLL CALL AND PLEDGE OF ALLEGIANCE**

Board Members present: Chair Phyllis Shaw, Jeffery Greene, Christopher Cassidy, Charles Howell (via teleconference), and Cintya Ramos. Also present: Executive Director Christine Bailey; Keith Reynolds and Felicia Ewell of Segal Marco; and Ronald Cohen of Rice Pugatch Robinson Storfer & Cohen.

Vice Chair George Keller and Secretary Robert Strauss were Absent and Excused.

Trustee Howell granted permission to record his participation for the meeting.

a. March 26, 2019 Regular Board Meeting Agenda

MOTION made by Trustee Cassidy, seconded by Trustee Ramos, to adopt the March 26, 2019 Regular Board Meeting Agenda. In a voice vote of the members present, all members voted in favor. Motion passed 5-0.

3. **CONSENT AGENDA**

- a. January 22, 2019 Regular Meeting Minutes Correction
- b. February 26, 2019 Regular Meeting Minutes
- c. March 4, 2019 Special Meeting Minutes
- d. Ratification of Distributions (Contributions and DROP) and Plan Expenses
- e. Approval/Ratification of New Retirements/DROP/Vested/Death Annuities

MOTION made by Trustee Greene, seconded by Trustee Ramos, to approve the Consent Agenda Items. In a voice vote of the members present, all members voted in favor. **Motion** passed 5-0.

4. **FINANCIAL**

- a. Ms. Bailey provided the Board with the February 28, 2019 Draft Financial Operations and Investment Summary
- b. Ms. Bailey provided the Board with the Budget Variance Report as of February 28, 2019.

5. INVESTMENT (Keith Reynolds - Segal Marco)

a. February 2019 Flash Performance Report

Mr. Reynolds provided the Board with the Flash Performance Report for February 2019. He noted that the returns were flat for the fiscal year to date but highlighted that the returns for the calendar year to date were significantly better. In response to a question, Mr. Reynolds noted that IFM's returns were flat year to date. He highlighted that they had an 18% return in FY 2018 and stated that more detailed information would be available once the quarterly report was completed.

Asset Liability Study

Mr. Reynolds discussed the Asset Liability Study and the 2018 Actuarial Valuation Report. Trustee Cassidy questioned the value of a report on the current Plan given potential changes being considered. Mr. Reynolds noted that the results of the study could be modeled on the current plan and rerun to include any changes to the plan. Mr. Reynolds discussed the portfolio modelling that would result from the study. It was noted that the Investment Committee would review the model portfolios and make their recommendation, but the Board would make the final decision.

MOTION made by Trustee Greene, seconded by Trustee Ramos, to proceed with the Asset Liability Study at a cost of \$25,000. In a voice vote of the members present, all members voted in favor. **Motion** passed 5-0.

The Board discussed the 2019 Work Plan for the Board and for the Investment Committee. The Board requested that the Work Plan clearly delineate the items for the Board and Investment Committee meetings. Trustees agreed to move the Investment Meetings to 2:00p.m.

6. LEGAL (Ron Cohen – Rice Pugatch Robinson Storfer & Cohen)

- a. Proposed Ordinance Amendment for consistency with the September 3, 2015 IRS Determination Letter
 - Mr. Cohen noted that there was a memorandum of understanding (MOU) between AFSME Local 2432 and the City. It was noted that the Ordinance would not be in effect until it was adopted by the members of the Fund. Mr. Cohen also discussed his memorandum dated March 21, 2019 to Ms. Bailey regarding the definition of Market Rate of Return used in the ordinance. He noted that Mr. Thomas, the former Board counsel had written to the IRS and provided them with an MOU between the City and Local 2432. He stated that this appears to be the origin of the language. He did note that there may be additional explanations prior to that MOU but he had not located any.
- b. Update on the City of Hollywood v. Board of Trustees of City of Hollywood Employees' Retirement Fund et al.
 Mr. Cohen advised the Board that the stay had been lifted and that he had filed a joint motion with the City's outside counsel to sever the Fund from the current combined lawsuit. He noted that the other two funds did not oppose the motion, He advised that he remains concerned about the pace of the lawsuit and noted that he would be proceeding with discovery.
- c. Review Sunshine Law
 This review was held over.
- d. Request for Executive Session to Discuss Pending Litigation Mr. Cohen requested an Executive Session to discuss Pending Litigation with City of Hollywood Florida v the Board of Trustees of the City of Hollywood Employees Retirement Fund et al. He noted the conditions of the session.
- e. Securities Litigation BLB&G, LLP and Wolf Popper, LLP
 Ms. Bailey provided information on the securities litigation proposals from
 BLB&G, LLP and Wolf Popper, LLP. The Board discussed the proposals and
 the securities litigation process.

MOTION made by Trustee Greene, seconded by Trustee Howell, to accept both proposals and add these firms to the current securities litigation pool. In a voice vote of the members present, all members voted in favor. **Motion** passed 5-0.

The Board discussed a proposed lawsuit against Spectrum Holdings. A representative of Labaton, after consenting to be recorded, presented the proposed lawsuit. **MOTION** made by Trustee Greene, seconded by Trustee

Howell, to move forward with the case. In a voice vote of the members present, all members voted in favor. **Motion** passed 5-0.

7. EXECUTIVE DIRECTOR'S REPORT

a. City Commission Communication
 The Board received the City Commission Communication.

Board Meeting Schedule – May 2019 Ms. Bailey requested that the Board change th

Ms. Bailey requested that the Board change the May 28th meeting of the Board of Trustees due to conflicting events for some Trustees. **MOTION** made by Trustee Greene, seconded by Trustee Ramos, to reschedule the May 28th Regular Meeting of the Board of Trustees to Wednesday, May 22, 2019 at 9:00a.m to 12:00noon. In a voice vote of the members present, all members voted in favor. **Motion** passed 5-0.

c. Website Proposals

Ms. Bailey provided the Board with Website proposals received from CivicPlus, The Pink Collective, Vincent Martinez, and Karmic Bliss. The Board requested that Ms. Bailey request a summary of each proposal and a spreadsheet comparing the services under the proposals.

d. Member Considerations

- Ms. Bailey advised the Board that there were 14 deceased retirees with 24 beneficiaries currently receiving benefits who may be affected by the rule regarding non-spousal beneficiaries who are 10 or more years younger than a retiree. She also advised that the office had review about a third of the current retirees and identified at least 10 affected by the rule.
- Ms. Bailey advised the Board that there were also beneficiary redesignation forms in member files that appear not to have been processed.
- Ms. Bailey advised the Board that F. Pinnock requested to join Planned Retirement as of December 2018, the date she first contacted the Retirement System and was told that she could join retroactively and therefore did not submit the form at that time. The Board agreed to accept Ms. Pinnock's application based on her particular circumstance.

e. Communications from the Executive Director

- Ms. Bailey advised the Board that a second and final communication had been sent to retirees who had not yet responded. She noted that the responses to the second letters were good and still incoming. She stated that approximately 125 had not yet returned the certificates.
- Ms. Bailey advised the Board that the City Commission would hold its annual Fiscal Retreat on April 17, 2019 and the Fund will provide the Commission with an overview of the Fund, its progress and concerns.
- Ms. Bailey advised the Board that the Actuary completed GASB 67 and it had been submitted to the City. She noted that the Auditors had not yet conducted their onsite visit.
- Ms. Bailey advised the Board that the FY2019 budget included two summer internships. These individual will assist with the review of benefit calculations and the development of new forms and form letters. She

Regular Pension Board Meeting March 26, 2019 Page **4** of **4**

- also advised that a Summary Plan Description of Benefits was being prepared.
- Ms. Bailey provided the Board with a comparison of the costs of benefits proposed for Fund's staff and those of similar positions in the City of Hollywood and the CRA. After discussion, the Board determined that any additional benefits for staff should be conducted on the anniversary of their employment.

8. PUBLIC COMMENTS

There were no public comments.

9. TRUSTEE REPORTS, QUESTIONS AND COMMENTS

There were no Trustee comments.

10. ADJOURNMENT

MOTION made by Trustee Greene, seconded by Trustee Cassidy to adjourn the meeting. In a voice vote by the members present, **Motion** passed 5-0. Meeting adjourned at 12:00p.m.

Phyllis	Shaw, Ch	air	
Date			

AGENDA ITEM 3.B. CONSENT AGENDA

RATIFICATION OF DISTRIBUTIONS (CONTRIBUTIONS AND DROP) AND PLAN EXPENSES

EMPLOYEES' RETIREMENT FUND Refunds and DROP Distributions April 23, 2019 Regular Pension Board Meeting

Name	w w d	Refund	
Refunds of Contributions Dennis, Clay		\$	11,403.47
	\$		11,403.47
Planned Retirement			
Combs, Rebecca (Final)		\$	15,930.50
Harris, Sherman (Final)			7,056.30
Joseph, Steve (Partial)			155,200.15
Mustian, Christopher (Partial)			110,447.82
Reidinger, Mary (Final)			8,733.12
	\$	\$	297,367.89
Partial Lump Sum Distributio	<u>n</u>		
	_		
	\$		0.00
DROP Distributions			
Whipple, Timothy (Final)		\$	5,690.54
	\$		5,690.54
тот	AL: \$		314,461.90

CITY OF HOLLYWOOD EMPLOYEES RETIREMENT FUND Disbursements Processed March 1, 2019 to March 31, 2019

Christopher Cassidy (2019 Winter Trustee School)	\$ (336.69)
Cintya Ramos (2019 Winter Trustee School)	\$ (352.51)
City Of Hollywood (December 2018)	\$ (23,769.43)
City Of Hollywood (January 2019)	\$ (20,180.08)
FPPTA (Refund G. Keller 2019 Winter Trustee School)	\$ 600.00
Gabriel Roeder Smith & Company (February 2019)	\$ (3,013.00)
Jeffrey H Greene (2019 Winter Trustee School)	\$ (335.70)
Rosen Hotel (J. Greene left early)	\$ 186.85
Segal Marco Advisors (January 2019)	\$ (10,833.33)
Segal Marco Advisors (January 2019)	\$ (4,166.67)
Segal Marco Advisors (February 2019)	\$ (4,166.67)
Segal Marco Advisors (February 2019)	\$ (10,833.33)
Wells Fargo Credit Card (Supplies)	\$ (46.82)
	\$ (77,247.38)

EMPLOYEES RETIREMENT FUND

Payment Requests Processed During the Period January 1, 2019 through January 31, 2019

Payroll	1		
Pension Office Payroll (01/01/19 - 01/31/19)		\$	17,099.24
Pension Office Employer Contributions/Benefits (January)			2,157.80
Christine Bailey - Deferred Comp (01/04/19)			192.30
Veron Sibble - Deferred Comp (01/04/19)		•	115,38
Christine Bailey - Deferred Comp (01/18/18)	•		192.30
Veron Sibble - Deferred Comp (01/18/18)			115.38
Christine Bailey - Deferred Comp (02/01/19)			192.30
Veron Sibble - Deferred Comp (02/01/19)		·	115.38
Total		da .	20.100.00
Total	•	\$	20,180.08

2500 3/12/19

AGENDA ITEM 3.C. CONSENT AGENDA

APPROVAL/RATIFICATION OF NEW RETIREMENT /DROP/VESTED/DEATH ANNUITIES

EMPLOYEES' RETIREMENT FUND New Retirement/DROP/Death/Vested Annuities - Monthly Amounts April 23, 2019 Regular Pension Board Meeting

New Retirements		Pension
Davis, Carol - (Beneficiary of Robert Davis) Papagno, Julie - 2/4/2019 * Perkins, Dwight - Retirement (from DROP)	\$ \$ \$	1,418.67 1,755.41 1,134.22
Rauth, Terry - Vested 3/17/2019 * Sheffel, Jeffery - 10/17/2017	\$ \$	410.13 6,857.47
Benefits Stopped		
DeSilva, George - Died 12/10/2018 Ferguson, William - Died 1/3/2019 * Termyn, Kenneth - Died 11/25/2017 * Virgili, Bernard - Died 10/11/2017	\$ \$ \$	(1,070.41) (2,464.03) (1,954.82) (1,687.68)

^{*} From 12/14/2017 Board Meeting

AGENDA ITEM 4.A.

FINANCIAL

ACTUARIAL VALUATION REPORT AS OF OCTOBER 1, 2018

(UNDER SEPARATE COVER)

AGENDA ITEM 4.B.

FINANCIAL

FINANCIAL OPERATIONS AND INVESTMENT SUMMARY (HANDOUT)

AGENDA ITEM 4.C. FINANCIAL BUDGET VARIANCE REPORT

City of Hollywood Employees Retirement Fund Budget v. Actual For Year Ending 9/30/2019 Expenditures as of 03/31/2019

	Approved		YTD	Remaining
	Budget	Mar-19	Actual	Available
	(A)		(B)	(A-B)
Professional Fees:				
Brandes Investment Partners	152,000	-	-	152,000
Northern Trust-Large Cap	26,000	-	8,104	17,896
Thompson Siegel (TSW)	138,000	-	25,079	112,921
Wellington	364,000	-	67,961	296,039
Manager Fees (not invoiced)	1,305,000	_	-	1,305,000
	1,985,000		101,145	1,883,855
Consultants	130,000	21,667	54,167	75,833
Accounting	25,000	8,333	20,833	4,167
Auditors/ Accounting Fees	10,000	-		10,000
Custodial Fees	33,000	-	8,084	24,916
GRS-Actuarial	18,500	3,013	12,434	6,066
GRS- Other Fees	20,500	· -	2,071	18,429
Medical Services	4,800	-	· <u>-</u>	4,800
Rice - Board Attorney	90,000	-	27,630	62,370
Total Professional Fees	2,316,800	33,013	226,364	2,090,437
Administrative Expenses:			_	
Total Salaries	203,000	34,071	67,266	135,734
Salaries-Temp	4,800		· <u>-</u>	4,800
Taxes & Benefits	41,200	5,854	11,939	29,261
Insurance	159,000	-	154,113	4,887
Total Administrative Expenses	408,000	39,924	233,318	174,682
Other Expenses:				
Training/Travel:				
Dues	33,000	(589)	28,940	4,060
Training-Travel, Meals & Lodging	41,000	838	20,848	20,152
Staff/Trustee Training &Travel	74,000	249	49,787	24,213
Participant/Member Education	5,000	-	-	5,000
Website support/maintenance	5,000	-		5,000
Equip Rent	2,520	_	~	2,520
Printing Cost	7,000	-	-	7,000
Supplies	10,000	36	1,035	8,965
Furniture/Equipment	10,000	4,025	6,840	3,160
Postage	8,000	-	-	8,000
Total Other Expenses:	122,000	4,310	57,663	64,337
Pension Software & Maintenance	115,000	-	-	115,000
Contingancy Pacagaes	100 000	**	-	100,000
Contingency Reserves	<u>100,000</u> 3,062,000	77,247	517,344	2,544,656
Total Costs	3,062,000	//,24/	J.I./,544	2,344,030

AGENDA ITEM 5.A. INVESTMENT

MARCH 2019 FLASH PERFORMANCE REPORT (HANDOUT)

AGENDA ITEM 5.B. INVESTMENT

WELLS FARGO/PRINCIPAL TRANSACTION (NO BACKUP FOR THIS SECTION)

AGENDA ITEM 5.C. INVESTMENT

SMID CAP GROWTH SEARCH (HANDOUT)

AGENDA ITEM 5.D. INVESTMENT

WORK PLAN 2019

City of Hollywood Employees' Retirement Fund

Draft 2019 Work Plan*

MEETING DATE

BOARD MEETING

INVESTMENT COMMITTEE MEETING

January 22	December Flash Report	None
February 26	4Q Performance Review January Flash Report 2019 Investment Ideas Discussion	None
March 26	 ALM Study – Approval of Project February Flash Report 2019 Work Plan Development 	None
April 23	 March Flash Report Wells Fargo / Principal Transaction SMID Cap Growth Search Report: Delivery 	 Manager Presentation: Brandes ISC SMID Cap Growth Search Report: Review/Selection of Finalists
May 28	 ALM Study: Kick-Off Discussion April Flash Report 1Q Performance Report: Delivery 	 Manager Presentation: TSW SMID Value 1Q Performance Report: Review Intl SC / EME: Education
June 25	 May Flash Report Intl SC / EME: Discussion and Approval of Potential Search 	SMID Cap Growth Search: Manager Interviews
July 23	 June Flash Report SMID Cap Growth Search: Discussion and Approval of IC Manager Recommendation 	ALM Study: Interactive Review of Potential Candidate Portfolios
August 27	 ALM Study: Review of Final Report July Flash Report 2Q Performance Report: Delivery Intl SC / EME Search Report: Delivery 	2Q Performance Report: Review Intl SC / EME Search Report: Review/Selection of Finalists
September 24	August Flash ReportALM Study: Next Steps for Investments	Intl SC / EME Search: Manager Interviews
November 5	 September Flash Report Intl SC / EME Search: Discussion and Approval of IC Manager Recommendation Emerging Manager Program: Discussion 	 Manager Presentation: Neuberger Berman Short Duration Investment Policy Statement: Review
December 10	 October Flash Report Investment Policy Statement: Approval 2020 Work Plan Development 	None

^{*}This is a working document and subject to change.

AGENDA ITEM 6.A.

LEGAL

UPDATE ON CITY OF HOLLYWOOD V. CITY OF HOLLYWOOD EMPLOYEES' RETIREMENT FUND

IN THE CIRCUIT COURT OF THE 17th JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

The CITY OF HOLLYWOOD, FLORIDA,

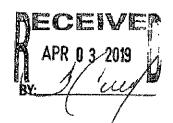
Plaintiff.

٧.

CASE NO.: CACE 15-017333

The BOARD OF TRUSTEES
OF THE EMPLOYEES RETIREMENT
FUND OF THE CITY
OF HOLLYWOOD, and
The BOARD OF TRUSTEES
OF THE CITY OF HOLLYWOOD
FIREFIGHTERS RETIREMENT
SYSTEM, and
The BOARD OF TRUSTEES
OF THE CITY OF HOLLYWOOD
POLICE OFFICERS
RETIREMENT SYSTEM,

Defendants.



ORDER OF SEVERANCE

THIS CAUSE came before the Court upon the Joint Revised Joint Motion of the City of Hollywood, Florida and the Board of Trustees of the Employees Retirement Fund of the City of Hollywood to Sever filed jointly by the Plaintiff, City of Hollywood, and the Defendant, the Board of Trustees of the Employees Retirement Fund of the City of Hollywood. The Motion states that counsel for the City of Hollywood has conferred with counsel for the other two Defendants, the Board of Trustees of the City of Hollywood Firefighters Retirement System; and the Board of Trustees of the City of Hollywood Police Officers Retirement System and that those Defendants have no objections to the granting of the Motion. Thereupon it is:

ORDERED and ADJUDGED that

- 1. The Motion be and the same is hereby granted; and
- 2. The claims of the City of Hollywood against Board of Trustees of the Employees Retirement Fund, of the City of Hollywood are severed from all claims against the other Defendants.

Copies to all Counsel:

Ronald J. Cohen, Esq. J. Robert McCormack, Esq. Robert D. Klausner, Esq. Stuart Kaufman, Esq.

AGENDA ITEM 6.B. LEGAL UPDATE ON WELLS FARGO CONTRACT

WELLS FARGO Wells Fargo Bank, N.A.

Custody Agreement

This Agreement, made and entered into as of	, by and between Wells
Fargo Bank, N.A. ("Wells Fargo"), and Board of Trustees of the City of Hollywood	Employees' Retirement
Fund (the "Board") in regard to the custody of certain assets of the City of	Hollywood Employees'
Retirement Fund (the "Plan").	

WHEREAS, the Board maintains the Plan and has appointed Board of Trustees of the City of Hollywood Employees' Retirement Fund as the trustee of the Plan ("Trustee"); and

WHEREAS, the Plan is designed to comply with applicable provisions of the Internal Revenue Code of 1986, as amended, and the Florida Protection of Employee Retirement Benefits Act, Part VII, Chapter 112, Fla. Statutes; and

WHEREAS, effective May 18, 2016, the Board appointed Wells Fargo as Custodian to hold certain assets of the Plan pursuant to the direction of the Trustee; and

WHEREAS, the Board wishes to amend and restate this Agreement

Now, therefore, the parties hereto agree to amend and restate this Agreement as follows:

- 1. Appointment and Acceptance. The Board appointed Wells Fargo, and Wells Fargo accepted its appointment, as Custodian of certain assets of the Plan (the "Account") effective May 18, 2016. The Account shall consist of those assets, which the Board notifies Wells Fargo shall be included in the Account, together with the income, proceeds and profits thereon. Wells Fargo will act as the Custodian for the purposes, to the extent, and in the manner and within the limitations set forth in this Agreement.
- Services of Custodian. Wells Fargo shall:
 - 2. 1 Open and maintain a custody account in the name of the Plan and hold in such account all cash and securities initially deposited, plus any additional cash and securities that may be received from the Board or pursuant to the direction of the Board from time to time for deposit to the Account. Wells Fargo shall not be responsible to collect or enforce collection of contributions to the Plan.
 - 2.2 Act upon written direction from the Trustee, Board or from Investment Managers duly appointed in writing by the Board.

- 2.3 Settle securities transactions for the Account with brokers or others in accordance with the written direction of the Trustee, Board or duly appointed Investment Manager.
- 2.4 Be responsible for the collection of all investment income relating to the assets in the Account and providing for the daily investment thereof.
- 2.5 Present for payment all maturing securities or any securities called for redemption and collect proceeds therefrom.
- 2.6 Deliver cash or securities as the Trustee or Board may direct in writing.
- 2.7 Deliver proxy and other materials for securities held in the Account, including offers to tender or exchange such securities, to the Board or otherwise as the Trustee or Board may direct in writing.
- 2.8 With respect to valuation of assets held in the Account:
 - (A) Obtain the fair market value of publicly traded Plan assets, including securities issued by the Board, where such assets have a readily ascertainable market value.
 - (B) Rely on pricing direction received from the Trustee or Board to the extent any securities issued by the Board are or become thinly traded and/or a readily ascertainable market value is not available.
 - (C) Rely on pricing direction received from the Trustee or Board or its authorized agent for any non-publicly traded Plan assets.
- 2.9 From time to time, on the written direction of the Trustee, to make disbursements out of the Custodial Account to such persons, in such manner, in such amounts, and for such purposes as may be specified in such written direction. The Custodian shall be under no liability for any disbursement made by it pursuant to such a direction.
- As a matter of convenience, the Custodian may include on its reports the value of assets for which it does not maintain custody, including but not limited to investments in common or collective funds not administered by the Custodian, limited partnerships, and unregulated investment funds ("Special Investment"). The Custodian may account for a Special Investment by means of "shadowed" recordkeeping in order to include the Special Investment's value on a composite statement for the Account that includes all of the Account's other investments. The Board directs the Custodian to report those assets solely as a recordkeeping item on the account statements. The Custodian is not responsible for the accuracy of the information provided by the asset's custodian or other source, and does not certify that any information provided by the custodian or other source is true or correct,

notwithstanding any subsequent statement to the contrary regarding the Special Investment. The Board agrees to hold the Custodian harmless from any and all liability resulting from errors caused by inaccurate reporting, failure of the asset's custodian to provide accurate information, and other errors and omissions related to the information supplied to the Custodian by the asset's custodian or other reporting source.

- 3. <u>Powers of the Custodian</u>. The Custodian is authorized and empowered to:
 - 3.1 Hold assets in the name of the nominee selected by the Custodian or such other nominee name as the Trustee, Board or Investment Manager may direct in writing.
 - 3.2 Utilize agents other than persons on its regular payroll and delegate to them such ministerial and other non-discretionary duties as it sees fit and to rely upon such information furnished by such agents.
 - 3.3 Make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any other instruments that may be necessary or appropriate to carry out the custodianship duties and powers.
 - 3.4 Decline to accept any asset or property which it deems to be unsuitable or inconsistent with its custodial operations.
 - 3.5 Invest assets of the Account in any collective investment fund or funds, including common and group trust funds, which consist exclusively of assets of exempt pension and profit sharing trusts and individual retirement accounts qualified and tax exempt under the Internal Revenue Code of 1986, including any such fund or funds presently in existence or hereafter established, and which are maintained by a bank or trust company supervised by a state or federal agency, notwithstanding that the bank or trust company is the Trustee, Agent, or is otherwise a party in interest of the Plan, including Wells Fargo Bank, N.A. or an affiliate of Wells Fargo Bank, N.A. The assets so invested shall be subject to all the provisions of the instruments establishing such funds as they may be amended from time to time. Such instruments of group trusts as they may be amended from time to time are hereby incorporated and made a part of the governing Plan documents as if fully set forth therein. The combining of money and other assets of the Trust with money and other assets of other qualified trusts in such fund or funds is specifically authorized.
 - 3.6 Invest available cash in the Account, pending disbursement or investment, in a cash management vehicle as designated by the Trustee or Board. The Board understands and agrees that cash management vehicles made available by the Custodian may include deposit accounts of the Custodian or an affiliate, and that such deposit vehicles are specifically authorized for use in the Account.

4. Accounting Reports.

- 4.1 Wells Fargo will send quarterly to Trustee or Board an itemized statement showing the funds and securities held in the Account as of the last day of the quarter and all debits, credits and transactions in the Account since the date of the last statement. On request, Wells Fargo will provide the Trustee or Board with an analysis of the performance of the accounts, portfolios, and similar items held in the Account.
- 4.2 If, within ninety (90) days after Wells Fargo mails to the Trustee a statement with respect to the Account, the Trustee has not given Wells Fargo written notice of any exception or objection thereto, the statement shall be deemed to have been approved. In such cases, Wells Fargo shall not be liable for any matters in such statements, except with respect to any acts or transactions as to which the Trustee shall set forth in a written statement claiming negligence, willful misconduct or lack of good faith on the part of the Custodian which is filed with the Custodian during such ninety (90) day period.
- 5. Custodian Protection. Wells Fargo shall not be liable for any acts, failures to act, actions or decisions made in regard to Plan assets by any prior fiduciaries or Plan trustees prior to the effective date of this Agreement, or by any fiduciary of trustee of the Plan with respect to assets not held in the Account. The Board agrees to hold Wells Fargo harmless from and against any and all liability, loss, claim, damage or expense, including taxes other governmental charges, and reasonable legal and attorneys' fees which may be imposed, assessed or incurred against the Account by reason of its acting as Custodian and following directions as contemplated by this Agreement. For purposes of this Agreement, the Board's agreement to hold Wells Fargo harmless means that the Board will not hold Wells Fargo responsible or pursue any action against Wells Fargo to recover liability, loss claim, damage or expense, including taxes other governmental charges, and reasonable legal and attorneys' fees. This agreement to hold Wells Fargo harmless does not extend to any liability, loss, claim, damage or expense arising from the alleged negligence, malfeasance or violation of applicable law or regulation, failure to meet the standard of care as set forth in this Agreement as determined by a court of competent jurisdiction, or fraud or alleged fraud on the part of Wells Fargo, its officers, agents or employees. Wells Fargo, its affiliates, and their officers, directors, employees or agents shall not be liable to the Board for any actions or failures to act taken or for any errors of judgments made in good faith upon the direction of the Board, Trustees or other authorized agent, as long as Wells Fargo meets the standard of care as set forth in this Agreement as determined by a court of competent jurisdiction.
- 6. <u>Standard of Care</u>. Wells Fargo and the Board recognize that the Plan is not governed by ERISA. Nevertheless, in performing any duties, Wells Fargo will utilize the skill, care, prudence and diligence that a corporate custodian in a similar capacity would use.
- 7. <u>Fees</u>. Wells Fargo shall be paid reasonable compensation and fees for its services under this

Agreement as agreed from time to time in writing by the parties. To the extent permitted by the Plan, such compensation and fees may be paid from the Account if not paid by the Board within thirty (30) days after Wells Fargo mails a written invoice to the Board.

- Amendment and Termination. This Agreement may be amended at any time in writing in such manner as may be mutually agreed upon by Wells Fargo and the Board. It may be terminated at any time by either Wells Fargo or the Board upon sixty (60) days prior written notice to the other party or as otherwise agreed by the parties. As soon as administratively feasible following the effective date of such termination, Wells Fargo shall deliver the assets of the Account to the Trustee or successor custodian appointed by the Board and shall have no further custodial responsibilities for the assets in the Account. Any fees remaining outstanding and balances owing to the Custodian may be withheld from the assets delivered to the Board or under the Board direction.
- 8. <u>Authorized Persons</u>. The Board shall furnish to Wells Fargo a written certification of the names and specimen signatures of individuals authorized to communicate with Wells Fargo on behalf of the Plan. Wells Fargo shall be entitled to rely on the oral direction as confirmed in writing or written direction of such persons, including Trustee(s), or any Investment Manager(s). Wells Fargo shall be fully protected in assuming that there has been no change until so advised by the Board.
- 9. <u>Notices</u>. Notice to Wells Fargo shall be directed and mailed as follows:

Wells Fargo Bank, N.A.

Notice to the Board shall be directed and mailed as follows:

Christine Bailey, Executive Director
City of Hollywood Employees' Retirement Fund
City Hall Annex, Room' 20
2600 Hollywood Boulevard
Hollywood, FL 33020

Phone: 954-921-3333

10. <u>Written Direction</u>. If a provision of this Agreement requires that a communication or document be provided to Wells Fargo in writing or written form, that requirement may also be satisfied by a facsimile transmission, electronic mail or other electronic transmission of text (including electronic records attached thereto), if Wells Fargo reasonably believes such communication or

document has been signed, sent or presented (as applicable) by any person or entity authorized to act on behalf of the Board or Trustee. If this Agreement requires that a communication or document be signed, an electronic signature satisfies that requirement. Any electronic mail or other electronic transmission of text will be deemed signed by the sender if the sender's name or electronic address appears as part of, or is transmitted with, the electronic record. Wells Fargo will not incur any liability to anyone resulting from actions taken in good faith reliance on such communication or document. Nor shall Wells Fargo incur any liability in executing instructions from any person or entity authorized to act on behalf of the Board or Trustee prior to receipt by it of notice of the revocation of the written authority of such person or entity.

- 11. <u>Uncashed Payments</u>. In the event that any payment or disbursement is made from the Custody Account pursuant to Section 2.9 and such payment or disbursement is not presented for payment for a period of no less than six (6) months following the date of issue, the Custodian may redeposit the funds in the Custody Account unless otherwise directed by the Plan Administrator.
- 12. <u>Severability</u>. If any provisions of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed and enforced as if such provisions had not been included.
- 13. <u>Assignment</u>. No assignment of this Agreement shall be made by either party without written consent of the other.
- 14. <u>Section Headings</u>. The headings of sections in this Agreement are inserted for convenience and reference and shall not be deemed to be a part of or used in the construction of this Agreement.
- 15. <u>Governing Law</u>. This Agreement shall be governed by, construed and interpreted under the laws of Florida, without giving effect to the conflict of law principles thereof. Venue for all disputes will be in the appropriate state or federal court in Broward County, Florida.
- 16. <u>Successors and Assigns</u>. This Agreement shall bind the successors and assigns of the Board and shall bind the successors and assigns of Wells Fargo.

17. Public Records Requests/Retention.

Wells Fargo agrees to comply with the Florida public records laws, as applicable, and specifically to:

a. Keep and maintain public records specific to the Plan andrequired by the Plan to perform the service.

- b. Upon request from the Plan's custodian of public records, provide the Plan with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records specific to the Plan that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Wells Fargo does not transfer the records to the public agency.
- d. Upon completion of the contract and at the request of the Plan, transfer, at no cost, to the Plan all public records specific to the Plan in possession of Wells Fargo or keep and maintain public records required by Wells Fargo to perform the service. If Wells Fargo transfers all public records to the Plan upon completion of the contract, Wells Fargo shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. However, the Custodian is not obligated to return or destroy public records that (i) it is required by law or regulation to retain, but then only for the time period required, (ii) is commingled with other information or documents of the Custodian if it would pose a substantial administrative burden to destroy such public records, or (iii) is contained in an archived computer system or backup made by the Custodian in accordance with its standard security or disaster recovery procedures, provided in each case that such retained records will eventually be erased or destroyed in the ordinary course of records management and/or data processing procedures. If Wells Fargo keeps and maintains public records specific to the Plan upon completion of the contract, Wells Fargo shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Plan, upon request from the Plan's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF WELLS FARGO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO WELLS FARGO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHRISTINE BAILEY, EXECUTIVE DIRECTOR, CITY HALL ANNEX, ROOM 20, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020, PHONE: 954-921-3333, EMAIL: CBAILEY@HOLLYWOODFL.ORG.

18.	Effective Date.	This Agreement shal	l be effective or	1	
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Board: Board of Trustees of the City of Hollywood Employees' Retirement Fund

Name of Plan: City of Hollywood Employees' R	etirement Fund
Ву:	
lts ;	
Ву:	
lts:	<u> </u>
Custodian: WELLS FARGO BANK, N.A.	
Ву:	
lts :	
Custody Agreement	
Acknowledged:	
<u>Trustee</u> : Board of Trustees of the City of Holly	vood Employees' Retirement Fund
By:	
lts:	
	₹
:\WPDocs\6129.001 City of Hollywood Employees' Retirement Fund (Le Responses 3-28-2019) clean.doc	gal Counsel)\Service Providers\Weils Fargo Proposed Custody Agreement (WF

Custody Agreement

AGENDA ITEM 6.C.

LEGAL

REVIEW SUNSHINE LAW

Christine Bailey

From:

Ron Cohen <RCohen@rprslaw.com>

Sent:

Monday, April 15, 2019 1:55 PM

To:

Christine Bailey

Subject:

Links to Sites on Sunshine Law

http://www.myfloridalegal.com/pages.nsf/Main/314BA231F89C0C8A8525791B006A54E2

http://www.myfloridalegal.com/sun.nsf/sunmanual







Ronald J. Cohen Member **Attorney Bio**

Phone: (954)-462-8000 Direct: (954)-331-1287 Cell: (786)-236-3497 Fax: (954)-462-4300 Web: https://rprslaw.com/ Email: rcohen@rprslaw.com 101 N.E. 3rd Ave., Suite 1800 Fort Lauderdale, FL 33301



AGENDA ITEM 6.D. LEGAL

WOLF POPPER LLP RETAINER AGREEMENT

THIS IS AN AGREEMENT between the CITY OF HOLLYWOOD EMPLOYEES' RETIREMENT FUND ("Client") and the law firm of WOLF POPPER LLP ("Firm").

- 1. Client retains the Firm to monitor Client's investment portfolio in securities traded on all major global stock exchanges in connection with claims for damages against such persons, entities, companies or associations who may be liable for damages suffered by Client as a result of breach of fiduciary duty, fraud, misrepresentation, or other violations of applicable local and federal laws. This Agreement facilitates the Firm's review of Client's investment portfolio to help determine whether Client has suffered any financial loss due to violations of applicable laws.
- 2. In the course of the Firm's business, the Firm becomes aware of, identifies and investigates possible violations of applicable laws for Client's investments, instances of abuse by corporate management, breaches of fiduciary duties and/or other corporate conduct affecting a company's securities. Upon becoming aware of or identifying such an instance, which the Firm believes should be pursued by litigation, the Firm shall review Client's investment portfolio of publicly traded equity, fixed income and other securities ("Securities") to determine whether Client may have suffered a significant loss due to such possible violations of applicable laws, and/or corporate or management misfeasance or malfeasance, and will provide legal advice regarding the existence and prosecution of such potential significant losses and may provide representation regarding any possible claims, if separately engaged by Client for such representation. It is understood that the Firm does not undertake to investigate and advise Client with respect to each instance of a loss in value of the Securities of a company in Client's investment portfolio.
- 3. In order to assist the Firm with fulfilling its duties under paragraph 2, *supra*, Client will direct its custodian bank to provide the Firm, at a minimum, with the past five (5) years of transactions of Securities traded on all major global stock exchanges in electronic format (or other format as agreed to by Client and the Firm). Additionally, Client will direct its custodian bank to add the Firm to the distribution list of periodic (monthly, daily, or otherwise) statements of Client's transactions in electronic format. To the extent agreed to by the custodian bank, Client will provide the Firm with Securities transaction updates in electronic format or will provide the Firm with access to the custodian banks electronic database. It is understood that the Firm's responsibilities hereunder are limited by the information provided to it by Client or its custodian bank.
- 4. The Firm agrees to advise Client of financial losses due to potential violations of applicable laws or corporate misconduct when such instances arise and in a time frame that will allow Client to determine appropriate courses of action to take, if any. In addition, the Firm will review, and make recommendations to Client of the options available to recover such losses. The Firm will also monitor class action lawsuits to determine whether Client is a member of the class. The Firm agrees to provide client with written monthly, or at least quarterly, reports describing in detail the status of the foregoing and its other monitoring efforts on Client's behalf.

- 5. The Firm shall be solely responsible for any and all attorney time, expenses and all other costs incurred, to fulfill its duties under this Agreement, including all reasonable fees billed by the Fund's Executive Director and/or support staff of the Fund for work performed directly in connection with such litigation that goes beyond their normal services for the Fund. Client shall have no obligation for such costs or expenses.
- 6. Client and the Firm agree that this Agreement does not authorize the initiation of any litigation on Client's behalf. If Client decides to pursue litigation on a class or individual basis, Client may retain the Firm to represent it pursuant to a separate written retainer agreement that may be on a contingent attorney fee, and contingent cost basis. If Client decides to pursue litigation, Client shall have no obligation or requirement to do so as a lead plaintiff. The Firm acknowledges that Client is perfectly free to choose in its sole discretion, not to pursue litigation in any instance. Furthermore, the Firm acknowledges that Client is not obligated to use the Firm in any manner for any litigation it chooses to pursue.
- 7. This Agreement constitutes the entire agreement of Client and the Firm with respect to the subject matter hereof, and shall be construed in accordance with, and governed by, the laws of the State of Florida without regard to its provisions on the conflicts of laws. Venue for all actions shall be in the appropriate state or federal court in Broward County, Florida, and the parties hereto irrevocably waive the right to object to the venue of any such court on the ground of forum non-conveniens, or any other ground.
- 8. Client may terminate this Agreement at any time in writing. The Firm may terminate this Agreement upon 60 days' written notice to Client. Upon termination of this Agreement, the Firm shall return or destroy (at Client's election) all records of Client's investment holdings and any other documents furnished to it by client.
- 9. The Firm and Client each designates the following person(s) as its primary contact under this Agreement:

Firm:

Wolf Popper LLP Joshua W. Ruthizer

845 Third Avenue, 12th Floor

New York, NY 10022

Telephone: (212) 451-9668 Facsimile: (212) 486-2093

E-mail: jruthizer@wolfpopper.com

Client:

City of Hollywood Employees' Retirement Fund

Christine Bailey, Executive Director

City Hall Annex, Room 20 2600 Hollywood Boulevard

Hollywood, FL 33020

Telephone: (954) 921-3333 Facsimile: (954) 921-3332

Email: CBAILEY@hollywoodfl.org

Counsel:

Ronald J. Cohen, Esquire

Rice Pugatch Robinson Storfer & Cohen PLLC

101 NE 3rd Ave, Ste 1800 Fort Lauderdale, FL 33301 Telephone: (954) 462-8000 Facsimile: (954) 462-4300 E-mail: rcohen@rprslaw.com

10. Public Records/Retention

The Firm will comply with public records laws, specifically to:

- A. Keep and maintain public records required by Client to perform the service.
- B. Upon request from Client or its public records custodian, provide Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Firm does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to Client all public records in possession of the Firm or keep and maintain public records required by Client to perform the service. If the Firm transfers all public records to Client upon completion of the contract, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the contract, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Client, upon request from Client or its public records custodian, in a format that is compatible with the information technology systems of Client.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: CHRISTINE BAILEY AT 954-921-3333 OR CBAILEY@hollywoodfl.org.

[remainder of page left blank intentionally]

FOR:	WOLF POPPER LLP
Ву: <u>С</u>	Joshua W. Ruthizer, Esquire Partner
FOR:	CITY OF HOLLYWOOD EMPLOYEES' RETIREMENT FUND
Ву: _	Phyllis Shaw, Chairperson

AGENDA ITEM 6.E. LEGAL

UPDATE ON SPECTRUM BRANDS HOLDING, INC

AGENDA ITEM 6.F. LEGAL

REQUEST FOR EXECUTIVE SESSION

TO DISCUSS PENDING LITIGATION

(NO BACKUP FOR THIS SECTION)

AGENDA ITEM 7.A. EXECUTIVE DIRECTOR'S REPORT

CITY COMMISSION COMMUNICATION

CITY OF HOLLYWOOD EMPLOYEES' RETIREMENT FUND



2600 Hollywood Blvd. • City Hall Annex Building, 2ND Floor, Room 20 • Hollywood, FL 33020 (954) 921-3333 • (954) 921-3332 Fax • www.hollywoodpension.com

CITY COMMISSION COMMUNICATION March 2019

The following information is provided to the City Commission for informational purposes only.

BOARD OF TRUSTEES

Phyllis Shaw - Chair

Christopher Cassidy

Charles Howell

George Keller - Vice-Chair

Jeffery Greene

Cintya Ramos

Robert Strauss – Secretary

All Trustees attended the February 2019 Meeting of the Board of Trustees, except George Keller and Robert Strauss who were absent and excused.

ITEMS OF INTEREST TO THE CITY COMMISSION

- The Fund's estimated value on February 28, 2019 was \$336.2 million.
- The Fund's approve an Asset Liability Study
- The Fund and City filed a joint motion to sever the current combined lawsuit in an attempt to resolve the litigation. It appears that the Fund and the City are in agreement of most of the settlement issues with the main exception being the 2012 13th check. Resolution discussions continue but the Fund remains concerned about the pace of the resolution.
- The Fund thanks the Commission for its passage of the proposed ordinance amendment to provide consistency with the September 3, 2015 IRS Determination Letter received by the Fund.
- The Fund retained BLB&G, LLP and Wolf Popper, LLP, as securities litigation attorneys.
- The Board rescheduled its May 28, 2019 Regular Meeting to May, 22nd at 9:00am.

ITEMS SUBMITTED FOR THE CITY COMMISSION CONSIDERATION

None

MEETING SCHEDULE 2019

Unless otherwise stated all Regular Meetings of the Board of Trustees are held at 9:00 am in the Fund Office.

May 22, 2019

July 23, 2019

September 24, 2019

December 10, 2019

June 25, 2019-6:00 pm

August 27, 2019

November 5, 2019

Please be advised that the Next Regular Meeting of the Board of Trustees will be held on Tuesday, May 22nd at 9:00am at the Fund Office. All Commissioners are invited to attend.

AGENDA ITEM 7.B.i. EXECUTIVE DIRECTOR'S REPORT

ADMINISTRATIVE CONSIDERATIONS

Ordinance Voting Election – Procedures

CITY OF HOLLYWOOD EMPLOYEES' RETIREMENT FUND

POLICY ON APPROVAL OF RETIREMENT PLAN AMENDMENTS

Adopted and Effective January 21, 2010

GOAL:

Section 10.07 of the City charter, relating to the Employees' Retirement Fund, states that the plan may be amended by a majority plus one vote of the City Commission and 50% plus one of the voting members of the Employee's Retirement Fund.

Although the charter is silent on how the vote of the members is to be conducted, Section 10.01(18) specifies the following:

- (g) The board shall formulate policy and shall be responsible for the proper operation and administration of the affairs of the fund.
- (h) The board shall from time to time establish rules and regulations implementing the provisions hereof, for the proper administration of the fund and for the transaction of its business consistent with the provisions of this article. It shall adopt bylaws to define the duties of its officers and govern the conduct of its meetings.

The charter also does not define the voting members, but there is a letter of understanding between the City and AFSCME that states retirees are allowed to vote on ordinances.

Based on the above, the Board hereby adopts the following policy that is intended to provide all members, except those noted below, a reasonable opportunity to have their voice heard with regard to voting on ordinances amending the Employees' Retirement Fund.

Members not allowed to vote are beneficiaries of deceased members and active police officers or firefighters who are entitled to future benefits under the coordination of benefits provision.

POLICY

- Responsibility for execution of the election process, subject to this policy, shall be delegated to the Pension Coordinator.
- ➤ A final draft of the ordinance must be completed and the AFSCME members must ratify their contract before the election process will start.

- > Upon receipt of such notification, the Pension Coordinator shall establish a date for the election to be held, which shall be no earlier than twenty-one (21) days from when notifications can be mailed.
- ➤ Active members and DROP participants will be noticed via all-employee emails, paycheck inserts and notices sent to all administrative assistants and union stewards who are responsible for posting such notices. The Pension Coordinator will not be responsible for such notices that are not posted by the recipient party.
- > Members who are not actively employed will be notified by mail and email, if email address is provided.
- > Notifications sent via email will have a copy of the proposed ordinance attached. Otherwise, only a summary of the ordinance changes will be included with the notifications with the full text of the ordinance available for viewing on the City's website or at specified locations to include, but not be limited to, the office of Human Resources, the AFSCME Union Hall and the Pension Office.
- > Retirees will be allowed to vote via mall-in ballot, with procedures to be developed to ensure integrity of the process.
- > Variance from these procedures must be approved in advance by the Board.

AGENDA ITEM 7.B.ii. EXECUTIVE DIRECTOR'S REPORT

ADMINISTRATIVE CONSIDERATIONS

Retaining Marcum Accountants as Independent Auditors (NO BACKUP FOR THIS SECTION)

AGENDA ITEM 7.B.iii. EXECUTIVE DIRECTOR'S REPORT

ADMINISTRATIVE CONSIDERATIONS

Relocation

AGENDA ITEM 7.C. EXECUTIVE DIRECTOR'S REPORT

MEMBER CONSIDERATIONS

(HANDOUT)

AGENDA ITEM 7. D. EXECUTIVE DIRECTOR'S REPORT

COMMUNICATIONS FROM THE EXECUTIVE DIRECTOR (HANDOUT)

AGENDA ITEM 8 PUBLIC COMMENT

AGENDA ITEM 9 TRUSTEE REPORTS, QUESTIONS AND COMMENTS

AGENDA ITEM 10 ADJOURNMENT