

**CITY OF HOLLYWOOD  
EMPLOYEES' RETIREMENT FUND**

**CALENDAR OF ITEMS**

**REGULAR BOARD MEETING**

**SEPTEMBER 17, 2024**

# **AGENDA ITEM 1**

## **CALL TO ORDER**

**(NO BACKUP FOR THIS SECTION)**

# **AGENDA ITEM 2**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**AGENDA ITEM 2.A.**  
**AGENDA ADOPTION**



## **CITY OF HOLLYWOOD EMPLOYEES' RETIREMENT FUND**

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

### **AGENDA**

#### **REGULAR PENSION BOARD MEETING**

**TUESDAY, SEPTEMBER 17, 2024 at 9:00 AM**

**CITY HALL, ROOM 219, 2600 HOLLYWOOD BOULEVARD**

- 1. CALL TO ORDER**
- 2. ROLL CALL AND PLEDGE OF ALLEGIANCE**
  - A. Agenda Adoption
- 3. CONSENT AGENDA**
  - A. August 27, 2024 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. Financial Reports and Investment Summary
- 5. INVESTMENT (Segal Marco Advisors)**
  - A. July Flash Performance Report
  - B. Work Plan 2024
  - C. Board Insurance Update
- 6. LEGAL (Ron Cohen – Lorium Law)**
  - A. Legal Update
  - B. Executive Director Evaluation
  - C. Request for Executive Session to Discuss Pending Litigation
- 7. EXECUTIVE DIRECTOR'S REPORT**
  - A. City Commission Communication
  - B. Proposed Employee Trustee Election Process
  - C. Independent Auditors for the Fiscal Year Ending September 30, 2024
  - D. CPMS Update
  - E. Personnel Considerations
  - F. 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 800-955-8771 (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**

**AUGUST 27, 2024**

**REGULAR MEETING MINUTES**

**MINUTES  
REGULAR PENSION BOARD MEETING  
CITY OF HOLLYWOOD EMPLOYEES' RETIREMENT FUND  
TUESDAY, AUGUST 27, 2024 AT 9:00AM**

**1. CALL TO ORDER**

Chair Shaw called the meeting to order at 9:10a.m.

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

Board Members present: Chair Phyllis Shaw, Vice Chair Barbara Armand; Secretary Robert Strauss, Jeffrey Greene; David Keller and George Keller. Also present: Executive Director Christine Bailey; Keith Reynolds and Felicia Ewell of Segal Marco; and Ron Cohen of Lorium Law.

**A. August 27, 2024 Regular Board Meeting Agenda**

**MOTION** made by Trustee D. Keller, seconded by Trustee Greene, to adopt the August 27, 2024 Regular Board Meeting Agenda. In a voice vote of the members present, all members voted in favor. **Motion** passed 6-0.

**3. CONSENT AGENDA**

- A. July 30, 2024 Regular Meeting Minutes**
- B. Ratification of Distributions (Contributions and DROP) and Plan Expenses**
- C. Approval/Ratification of New Retirements/DROP/Vested/Death Annuities**

**MOTION** made by Trustee D. Keller, seconded by Trustee Greene, to approve Consent Agenda Items 3a through 3c. In a voice vote of the members present, all members voted in favor. **Motion** passed 6-0.

**4. FINANCIAL**

**A. Financial Reports and Investment Summary**

Ms. Bailey provided the Board with the Preliminary July 2024 Financial Report and Investment Summaries. She also provided the Budget Variance Report as of July 31, 2024.

**5. INVESTMENT (Keith Reynolds – Segal Marco)**

**A. June 2024 Flash Performance Report**

Mr. Reynolds provided the Board with the Flash Performance Report for June 2024. He noted that the Fund's market value of assets as of May 31, 2024 increased to \$463.7 million. He also noted that the estimated return for the Fund was up 1.2% net of fees for the quarter ended June 30, 2024 and up 12.2% net of fees for the fiscal year to date.

In response to a question from Mr. Strauss, Mr. Reynolds noted that the primary reason for the Fund underperforming the policy index was due to the Private Equity investments holding assets due to the current market environment.

**B. Presentation by Wellington International**

Ms. Nicole Tetreault and Mr. Varun Bhandari of Wellington International provided the Board with an update of the Fund's International Equity Investment with Wellington. Mr. Bhandari informed the Board of organizational changes in the investment team. He also reviewed the investments in the portfolio.

**C. Presentation by RBC Emerging Markets**

Ms. Alex Eckles and Ms. Allissa Howard provided the Board with an update of the Fund's RBC Emerging Market Equity Fund. They reviewed their investment process, the characteristics of the portfolio, and the performance activity of the investment.

In response to a question, Ms. Howard advised that the RBC Fund had not owned any investments in Russia since 2018.

- D. 2024 Work Plan  
Mr. Reynolds reviewed the 2024 Work Plan.

**6. LEGAL (Ron Cohen – Lorium Law)**

A. Legal Update

Mr. Cohen advised that he had reviewed the Oklahoma court case that temporarily prohibited Oklahoma from enforcing its ESG Statute and prepared a written summary of the case. He also advised that he had reviewed a U.S. Supreme Court case that Trustee Strauss had asked about and stated that he would report on the case as well.

Mr. Cohen noted that the Oklahoma case was a trial court case and that the injunction was a temporary action. He advised that the case related to the Oklahoma Public Employee Retirement System, and the injunction prohibited the enforcement of the Oklahoma Energy Discrimination Elimination Act of 2022. He stated that there were different reasons for the decision, but one important one had to do with the exclusive benefit rule.

Mr. Cohen stated that the exclusive benefit rule applied to all tax qualified governmental retirement plans and that it required all Boards of Trustees to discharge their duties solely in the interests of the participants and their beneficiaries, for the exclusive purpose of providing benefits to participants and beneficiaries and to defray the reasonable expenses of running the plan. He noted that the exclusive benefit rule was placed in the Oklahoma Constitution, and the Court found that one of the purposes of the Oklahoma Energy Discrimination Elimination Act of 2022 was to assist the economic status of the oil and gas sector, and that doing so violated the exclusive benefit rule.

Mr. Cohen again stated that the ruling was temporary, and the trial judge might change her ruling as the case progressed. He advised that the temporary ruling was also on appeal.

Mr. Cohen also reviewed the details of a free speech case decided by the U.S. Supreme Court Case involving the NRA and New York State. He noted that in this recent case, New York State, that regulated insurance companies and the regulators, had a policy in favor of gun control. He stated that the NRA offered a number of private insurance policies to its members and that state regulated insurance companies that insured the NRA. He stated that the insurance regulators found that some of the insurance companies had committed some violations of New York Insurance law and that under pressure from NY State, some of the insurance companies agreed to discontinue their arrangements with the NRA in offering insurance policies to NRA members.

Mr. Cohen advised that the U.S. Supreme Court found that "While a government official can share her views freely and criticize particular beliefs in the hopes of persuading others, she may not use the power of her office to punish or suppress disfavored expression," and ruled in favor of the NRA.

Mr. Cohen stated that a free speech claim was also raised in the Oklahoma case, but the Court declined to rule on it.

B. Request for Executive Session to Discuss Pending Litigation

Mr. Cohen requested an Executive Session to discuss the pending lawsuit Virginia Tisdale-Ferguson v. Blanche T. Pressley and the Board of Trustees of the City of Hollywood Employees' Retirement Fund.

The Board discussed the timing and details of the Tisdale-Ferguson case and the competency hearing for a retiree.



7. **EXECUTIVE DIRECTOR'S REPORT**

A. City Commission Communication

The Board received the City Commission Communication.

Trustee Shaw advised the Board that she had been asked to take part in the FPPTA Leadership Training Program, a three-part program taking place in September 2024 at the Fall Trustee School, January 2025 at the Winter Trustee School, and April 2025 at a special session in St. Augustine, Florida.

**MOTION** made by Trustee D. Keller, seconded by Trustee Greene, that the Chair is approved to attend the conference in St. Augustine and be appropriately reimbursed for it. In a voice vote of the members present, all members voted in favor. **Motion** passed 6-0.

B. Election Request and Proposed Timeline PO-2024-14

Ms. Bailey provided a likely timeline for an COHERF election on proposed ordinance PO-2024-14. She advised that the Plan's Policy on Approval of Retirement Plan Amendments stated that the Plan's election would be conducted after the final draft of the ordinance was completed and the AFSCME members must have ratified their contract before the election process would start. She advised that, with this proposed ordinance, there were no contract changes being ratified, and although the Union had voted on the question, it was not a contract ratification. She advised that the City had requested that the Fund proceed with the proposed ordinance PO-2024-14 election.

Trustee D. Keller stated that the City had requested that the vote on the proposed ordinance be conducted, independent of the union vote and independent of its outcome. He noted that the vote the union conducted was to support or not to support the proposed ordinance amendment and that it was not a collective bargaining ratification. He noted that the two current City employees that would be impacted by the proposed ordinance were not part of the collective bargaining agreements and not part of that Union's membership. He advised that he spoke with the Union President who he said anticipated a COHERF membership vote independent of the Union vote.

Trustee D. Keller advised that after discussion with Ms. Bailey and Mr. Cohen, on whether a vote of the union was needed, it was determined that the union vote was not a contract ratification vote, and therefore our approval policy did not address this situation. He noted that the passage of the ordinance only required votes by the City Commission and the COHERF membership.

Mr. Cohen confirmed that he had spoken with Trustee D. Keller and Ms. Bailey on this issue but he had not discussed it with the City's Attorney. He noted that the policy on plan amendments assumed that there would be a contract to be ratified. He noted that the vote that was put out was not a vote on a collective bargaining agreement, it was a vote on the change to the ordinance. He noted that the wording of the Plan did not, on its own, require a vote of the members of the collective bargaining unit.

Mr. Cohen explained his position that benefits for collective bargaining unit members were considered mandatory subjects of bargaining, and terms and conditions of employment, that cannot be changed absent collective bargaining. He noted that this proposed ordinance did not particularly affect, or might not affect at all, any of the members of the bargaining unit, only people who were outside of the bargaining unit, so he had doubts that it would be improper for the City to change the terms of the Plan that didn't directly affect the bargaining unit members, that did not involve their terms and conditions of employment. He noted that while this was not a final opinion, he did not believe that the Board would want to take a position on that issue, as it was between the City and Union.

Mr. Cohen stated that the question at hand was whether the Board could hold a vote and he advised that the Board could, because if there was a change to the terms and conditions of employment of somebody who was not a member of the collective bargaining unit that is governed by the Plan and it required a union vote, it could never be changed. He noted that he had not discussed his opinion with the Union. He noted that if the change was adopted, and the Union thought it was a violation of its collective bargaining agreement, they could seek legal remedies.

**MOTION** made by Trustee G. Keller, seconded by Trustee D. Keller, to extend the meeting to 1:00p.m. In a voice vote of the members present, all members voted in favor. **Motion** passed 6-0.

The Trustees discussed the history of the Policy on Approval of Retirement Plan Amendments, and how to proceed with the ordinance voting process. In response to a question from Trustee Strauss, Mr. Cohen advised that he did not believe that a vote on this proposed ordinance in this instance would serve as any precedent for the idea that, if there were changes to the terms and conditions of employment of bargaining union members that include pensioners, those terms and conditions did not have to be ratified before an ordinance change affecting terms and conditions went into effect.

In response to a question from Trustee Armand regarding a change that increased the cost to the Plan but did not affect benefits, Mr. Cohen stated that in such a case the Union could request impact bargaining, but that would be a decision for the City and the Union, and not the Plan.

Trustee Armand states that because she was not 100% sure that this action would not be precedent setting, and this was new and we had never been through this before, she was concerned.

**MOTION** made by Trustee Greene, seconded by Trustee D. Keller, to move forward with the vote. In a roll call vote of the members present, the **Motion** passed 4-1-0. Trustee Armand opposed the motion. Trustee G. Keller abstained (See Form 8B attached).

Trustee Strauss requested that the timeline be updated to include the dates that mail-in ballots are due from retirees. The Board requested that the communications regarding the election include a summary of the purpose of the proposed ordinance.

**MOTION** made by Trustee D. Keller, seconded by Trustee G. Keller, to extend the meeting to 1:15 p.m. In a voice vote of the members present, all members voted in favor. **Motion** passed 6-0.

C. Communications from the Executive Director

- Ms. Bailey advised that the testing of the Member Self Service Portal was expected to be available to the membership in September, beginning on September 11<sup>th</sup> with the Active members and the DROP participants,
- Ms. Bailey advised that there was a setback with the Pension Office Renovation with a leak from the Building into the Pension Office which caused some damage. She noted that the space had been cleared but that some flooring and drywall would need to be replaced.

Ms. Bailey also advised that IT had provided temporary internet access which would allow the finalization of building access and audiovisual setup.

- Ms. Bailey advised that the Employee Benefits Statements for Fiscal Year 2023 were available and would be distributed shortly.
- Ms. Bailey provided the Board with the DROP Participant List.

8. **PUBLIC COMMENTS**

There were no public comments.

**9. TRUSTEE REPORTS, QUESTIONS AND COMMENTS**

Trustee G. Keller provided information on the Fire Pension Board for the Board's information.

**10. ADJOURNMENT**

**MOTION** made by Trustee Greene, seconded by Trustee G. Keller, to adjourn the meeting. In a voice vote by the members present, **Motion** passed 6-0. The meeting adjourned at 1:10p.m.

\_\_\_\_\_  
Phyllis Shaw, Chair

\_\_\_\_\_  
Date

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Keller, Jr. - George - Robert</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>City of Hollywood Employees' Retirement Fund</i>
MAILING ADDRESS <i>2600 Hollywood Blvd., Room 419</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY      COUNTY <i>Hollywood      Broward</i>	NAME OF POLITICAL SUBDIVISION: <i>City of Hollywood, FL</i>
DATE ON WHICH VOTE OCCURRED <i>08-27-24</i>	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTEE

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

\* \* \* \* \*

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

\* \* \* \* \*

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

**IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:**

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

**APPOINTED OFFICERS (continued)**

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

**DISCLOSURE OF LOCAL OFFICER'S INTEREST**

I, George B. Keller, Jr., hereby disclose that on August 27,, 20 24:

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, \_\_\_\_\_ ;
- inured to the special gain or loss of my relative, \_\_\_\_\_ ;
- inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- inured to the special gain or loss of \_\_\_\_\_, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

*I abstained from voting as the item involved in-service DROP distribution, which includes my personal situation.*

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

*9-3-24*

Date Filed

*George R. Keller, Jr.*

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

# **AGENDA ITEM 3.B.**

## **CONSENT AGENDA**

**RATIFICATION OF DISTRIBUTIONS (CONTRIBUTIONS AND  
DROP) AND PLAN EXPENSES**

**EMPLOYEES' RETIREMENT FUND**  
**Refunds and DROP Distributions**  
**September 17, 2024 Regular Pension Board Meeting**

Name	Refund
<b><u>Refunds of Contributions</u></b>	
Achille, Michael	\$ 3,138.82
Holmes, Annalie	47,368.20
Mitchell, Jeffrey	2,609.77
Rodriguez, Daniel	4,730.40
	\$ 57,847.19
<b><u>Planned Retirement</u></b>	
None	\$ -
<b><u>Partial Lump Sum Distribution</u></b>	
None	\$ 0.00
<b><u>DROP Distributions</u></b>	
Blouin, Lisa (Final)	\$ 21,580.37
D'Arpino-Vazques, Linda (Final)	29,712.26
Hitchcock, Kathleen (Partial)	177,836.03
Mincy, Donald (Partial)	213,800.45
Montalvan, Mario (Partial)	226,094.12
Myrvil, Jean (Partial)	197,930.26
	\$ 866,953.49
<b>TOTAL:</b>	<b>\$ 924,800.68</b>

**CITY OF HOLLYWOOD  
EMPLOYEES RETIREMENT FUND  
Disbursements Processed  
August 1, 2024 to August 31, 2024**

2450 Center Court Condominium	(\$3,822.59)
Barbara Armand (Koried Confr. )	(\$156.79)
Gary Tunnicliffe & Jack Ziegler LLC	(\$31,725.00)
Lorium PLLC (July 2024)	(\$5,040.00)
Segal Advisors Inc (July 2024)	(\$10,833.33)
Segal Advisors Inc (July 2024)	(\$4,166.67)
The Northern Trust Company (Apr-Jun 2024)	(\$8,453.36)
Wells Fargo Credit Card (Koried Confr. )	(\$4,487.58)
	<u>(\$68,685.32)</u>

**Capital Expenditures**

State Contracting & Engineering Corp	<u>(\$13,956.48)</u>
<b>Total</b>	<u><u>(\$82,641.80)</u></u>



# **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**  
**September 17, 2024 Regular Pension Board Meeting**

<u>New Retirement</u>	<b>Future Benefit</b>		<b>Pension</b>
Hitchcock, Kathleen - DROP 11/01/2020	Normal Annuity	\$	3,690.92
Lassiter, Cynthia - Beneficiary of Charles Lassiter	None - Beneficiary	\$	6,977.75
Linares, Teresa - DROP 08/01/2019	Normal Annuity	\$	1,974.85
Mincy, Donald - DROP 08/01/2019	Joint & Half	\$	3,073.36
Montalvan, Mario - DROP 08/01/2019	Joint & Half	\$	3,250.08
Myrvil, Jean - DROP - 08/01/2019	Joint & Half	\$	2,849.54
Power, Joseph - VESTED 8/17/2024	Normal Annuity	\$	772.44

**Benefits Stopped**

Cassie, Edward - DOD Unknown	None	\$	(422.23)
Kelley, James - Died 06/05/2024	None	\$	(1,264.05)
Lassiter, Charles - Died 07/01/2024	Joint & Equal	\$	(6,977.75)
Nickerson, Raymond - Died 07/07/2024	None	\$	(1,196.30)

**Benefits Stopped May 25, 2024- Missing Life Certificates**

Anderson, Mark		\$	914.79
----------------	--	----	--------

# **AGENDA ITEM 4.A.**

## **FINANCIAL**

### **FINANCIAL OPERATIONS AND INVESTMENT SUMMARY**

**CITY OF HOLLYWOOD**  
**EMPLOYEES' RETIREMENT FUND**  
**FINANCIAL OPERATIONS AND INVESTMENT SUMMARY**  
**PRELIMINARY**  
**August 31, 2024**  
**Fiscal Year-To-Date**

<u>Investment Balances</u>	<u>Market Value</u>	<u>Book Value</u>	<u>Unrealized Gain (Loss)</u>
Balance October 1, 2023	\$ 412,465,220.26	\$ 335,070,926.30	\$ 77,394,293.96
Contributions and Payments:			
City Contributions		\$ 26,508,097.00	
Employees Contributions		\$ 3,733,794.30	
Pension Disbursement		\$ (37,020,476.41)	
Buliding		\$ (164,242.79)	
Furniture		\$ (49,433.52)	
CPMS project		\$ (89,981.48)	
Administrative Expenses		\$ (1,224,699.74)	(1)
Net Contributions/Payments		\$ (8,306,942.64)	
Investment Income:			
Dividends & Interest Received		\$ 7,531,847.94	
Gain on Sales (Realized Gains/(Loss))		\$ 11,215,388.54	
Commission Recapture		\$ -	
Total Invest. Professional Fees		\$ (373,765.38)	(2)
Net Investment Income		\$ 18,373,471.10	
Balance August 31, 2024	<u>\$ 472,010,467.83</u>	<u>\$ 345,137,454.76</u>	<u>\$ 126,873,013.07</u>
Increase (Decrease) for the Period	<u>\$ 59,545,247.57</u>	<u>\$ 10,066,528.46</u>	<u>\$ 49,478,719.11</u>
Unreconciled			(7,861,363.01)
<b>Unrealized Gain (Loss) Account</b>			
Composition of Increases (Decreases)			
Affiliated Development			\$ 87,130.97
AG Direct Lending			\$ 282,408.01
Angelo-Gordon Realty			\$ (535,852.04)
Baird Core Plus Bond Fund			\$ 3,751,898.07
Brightwood			\$ (469,931.00)
Earnest Partners			\$ 3,894,726.96
EnTrust Blue Ocean			\$ 1,284,526.02
Golden Tree			\$ 1,742,007.00
Gold Point			\$ (627,175.74)
Harbourvest Dover IX49			\$ (187,746.98)
IFM Global			\$ 382,351.65
LM Capital			\$ 337,852.10
Loomis Sayles			\$ 4,071,066.60
Marathon			\$ 332,798.81
Morgan Stanley			\$ (1,004,429.69)
NB Crossroads			\$ 320,440.91
NB Private Debt			\$ (763,839.06)
Neuberger Short Duration			\$ 2,216,691.72
Northern Trust-Extended			\$ 2,019,558.88
Northern Trust			\$ 13,579,530.84
Principal Investors			\$ (1,325,879.79)
RBC Emerging Markets			\$ 3,661,849.81
Wellington International			\$ 8,567,372.05
			<u>\$ 41,617,356.10</u>
Investment Return			
Net Investment Income			\$ 18,373,471.10
Increases (Decrease) in Unrealized Gain/Loss			\$ 49,478,719.11
Total Investment Return for the Period			<u>\$ 67,852,190.21</u>
Beginning Market Value			\$ 412,465,220.26
Plus/(Less): Net Contributions/Payment			\$ (8,306,942.64)
Assets Available for Investment			<u>\$ 404,158,277.62</u>
Investment Return as a result of % of Assets Available for Investments			<u>16.79%</u>

(1) (2) Refer to Cash Payments Detail
---------------------------------------

**CITY OF HOLLYWOOD  
EMPLOYEES RETIREMENT FUND  
Disbursements Processed  
August 1, 2024 to August 31, 2024**

2450 Center Court Condominium	(\$3,822.59)
Barbara Armand (Koried Confr. )	(\$156.79)
Gary Tunnicliffe & Jack Ziegler LLC	(\$31,725.00)
Lorium PLLC (July 2024)	(\$5,040.00)
Segal Advisors Inc (July 2024)	(\$10,833.33)
Segal Advisors Inc (July 2024)	(\$4,166.67)
The Northern Trust Company (Apr-Jun 2024)	(\$8,453.36)
Wells Fargo Credit Card (Koried Confr. )	(\$4,487.58)
	<u>(\$68,685.32)</u>

**Capital Expenditures**

State Contracting & Engineering Corp	<u>(\$13,956.48)</u>
<b>Total</b>	<u><u>(\$82,641.80)</u></u>

	<b>FYE 2024 Expenses</b>	<b>FYE 2024 Disbursements By Type</b>	<b>FYE 2024 Disbursements</b>
September	\$ (39,211.00)		\$ -
October	\$ (191,986.82)		\$ (229,674.00)
November	\$ (92,756.70)	Building	\$ (227,418.14)
December	\$ (86,721.55)	Furniture	\$ (106,765.55)
January	\$ (225,788.24)	CPMS Project	\$ (225,788.24)
February	\$ (182,296.11)	Admin. Expenses	\$ (182,296.11)
March	\$ (122,804.76)	Total Invest. Prof. Fees	\$ (122,804.76)
April	\$ (212,451.53)		\$ (212,451.53)
May	\$ (155,295.74)		\$ (155,295.74)
June	\$ (122,855.77)		\$ (122,855.77)
July	\$ (234,131.27)		\$ (234,131.27)
August	\$ (82,641.80)		\$ (82,641.80)
	<u>\$ (1,748,941.29)</u>		<u>\$ (1,902,122.91)</u>
		<u>\$ (1,902,122.91)</u>	<u>\$ (1,902,122.91)</u>

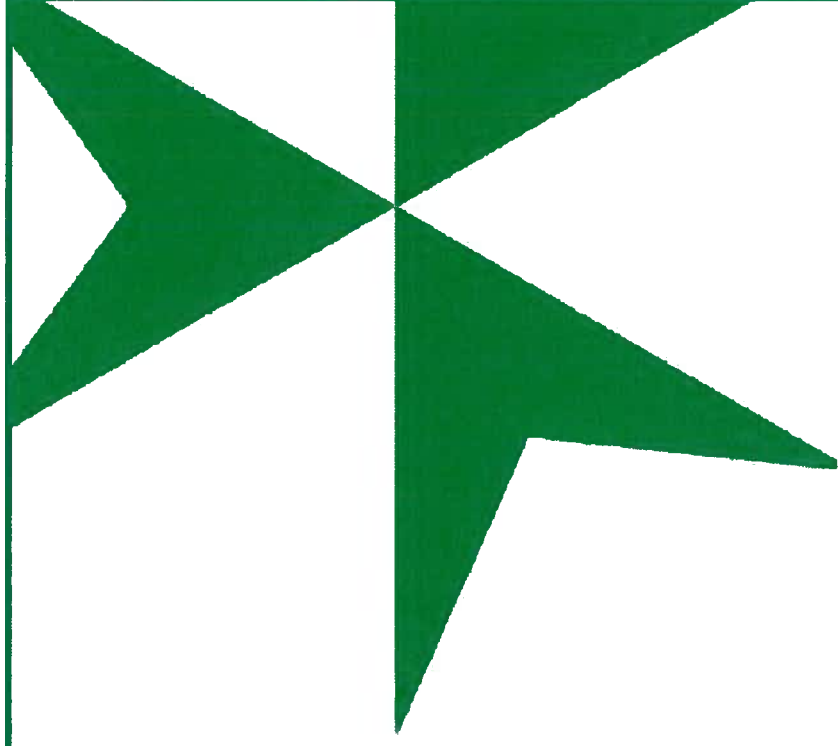
**City of Hollywood Employees Retirement Fund**  
**Budget v. Actual**  
**For Year Ending 09/30/2024**  
**Expenses as of 8/31/2024**

	2024 Approved Modified Budget (A)	Aug-24	YTD Actual (B)	Remaining Available (A-B)	% Remaining Available (A-B)/(A)
<b>Investment Fees:</b>					
LM Capital	27,500	-	25,582	1,918	6.97%
Northern Trust	40,000	8,453	31,338	8,662	21.66%
Thompson Siegel (TSW)	-	-	-	-	0.00%
Wellington	415,000	-	265,023	149,977	36.14%
Custodial Fees	55,200	-	51,823	3,377	6.12%
<b>Total Invest. Professional Fees</b>	<b>537,700</b>	<b>8,453</b>	<b>373,765</b>	<b>163,935</b>	<b>30.49%</b>
<b>Administrative Fees:</b>					
Consultants	130,000	10,833	119,167	10,833	8.33%
Accounting	50,000	4,167	45,833	4,167	8.33%
Audit	23,000	-	23,000	-	0.00%
GRS-Actuarial and other Fees	100,500	-	62,167	38,333	38.14%
Medical Svcs (Disability Verification)	4,800	-	6,495	(1,695)	-35.31%
Lorium PLLC- Board Attorney	108,000	5,040	81,504	26,496	24.53%
<b>Total Admin. Professional Fees</b>	<b>416,300</b>	<b>20,040</b>	<b>338,166</b>	<b>78,134</b>	<b>19%</b>
<b>Personnel Expenses:</b>					
Salaries - Staff	351,100	-	289,595	61,505	17.52%
Salaries - Temporary	50,000	-	16,618	33,382	66.76%
Taxes & Benefits	111,000	-	99,930	11,070	9.97%
Insurance	184,000	-	150,564	33,436	18.17%
<b>Total Personnel Expenses</b>	<b>696,100</b>	<b>-</b>	<b>556,707</b>	<b>139,393</b>	<b>20%</b>
<b>Other Expenses:</b>					
Continuing Education/Dues	42,000	16	26,270	15,730	37.45%
Training-Travel, Meals & Lodging	45,000	4,567	33,978	11,022	24.49%
Participant/Member Education	5,000	-	-	5,000	100.00%
Equipment Rent	5,000	-	975	4,025	80.50%
Software Maintainance	44,000	-	53,044	(9,044)	-20.55%
Printing & Postage Cost	3,000	-	1,109	1,891	63.05%
Equipment & Supplies	15,000	61	1,547	13,454	89.69%
Outside service	3,000	-	136	2,864	95.47%
Moving Costs	15,000	-	-	15,000	100.00%
Project Management Services	202,500	31,725	163,350	39,150	-100.00%
Architecture Services	10,000	-	6,514	3,486	-100.00%
Office Condo Utilities	13,200	585	5,876	7,324	55.48%
Office Condo Fees and Assessments	41,030	3,238	37,030	4,000	9.75%
<b>Total Other Expenses:</b>	<b>443,730</b>	<b>40,192</b>	<b>329,827</b>	<b>113,903</b>	<b>25.67%</b>
<b>Administrative Expenses</b>	<b>1,556,130</b>	<b>60,232</b>	<b>1,224,700</b>	<b>331,430</b>	<b>21.30%</b>
Capital Expenditures		13,956	303,658		
Contingency Reserves	220,000		-	220,000	
<b>Total Expenditure FYE 2024</b>	<b>2,313,830</b>	<b>82,642</b>	<b>1,902,123</b>	<b>715,365</b>	<b>30.92%</b>
<b>FYE 2024 Prepaid Exp Paid 2023</b>			39,211	(39,211)	
<b>FYE 2023 Accrued Expenses Paid 2024</b>			(192,393)	192,393	
<b>Total Cost FYE 2024</b>	<b>2,313,830</b>	<b>82,642</b>	<b>1,748,941</b>	<b>868,547</b>	

# **AGENDA ITEM 5.A.**

## **INVESTMENT**

### **JULY 2024 FLASH PERFORMANCE REPORT**



Monthly Flash Report

# City of Hollywood Employees' Retirement Fund

Period Ending July 31, 2024

J. Keith Reynolds  
Vice President & Senior Consultant

Felicia Ewell  
Associate Consultant

© 2024 by The Segal Group, Inc.





# Market Environment – July 2024

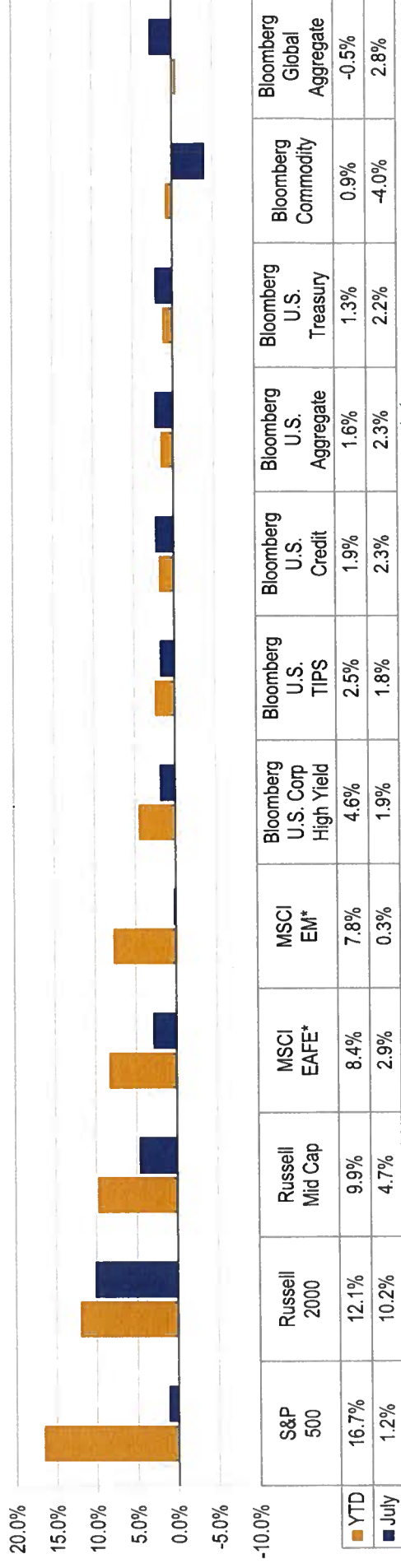
## July Highlights

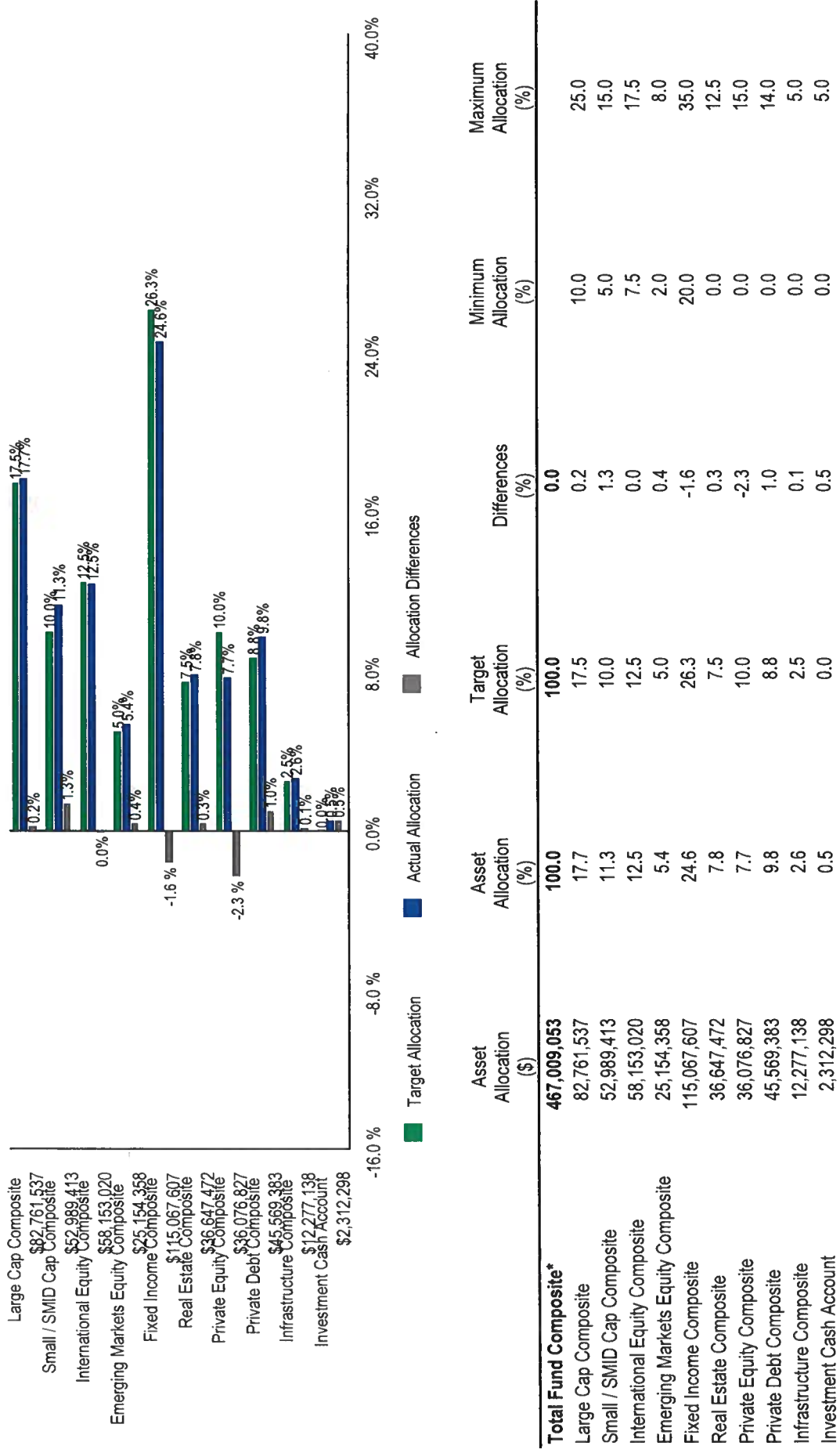
- Unemployment edged higher to 4.3% as the BLS indicated a lower than expected 114,000 jobs were added in July with average hourly earnings rising 3.6% in the past year. The consumer price index (CPI) declined by 0.1% month-on-month in June with annual inflation at 3.0%.
- U.S. small cap stocks surged this month, while large cap stocks rose modestly. Value outperformed growth in all market capitalizations. Real estate (+7.2%) led all S&P 500 sectors for the month, while communication services (-4.0%) posted the lowest sector return.
- Developed global stocks were mostly positive with Pacific region (+4.5%) leading Europe (+2.1%). Emerging market stocks were mixed with EMEA (+3.7%) ahead of Latin America (+1.0%), while Asia (-0.3%) lagged.
- Bond prices rebounded as yields in the medium- to long-term portion of the curve decreased. The 10-year Treasury yield declined sharply near month-end to reach 4.1%. All U.S. bond sectors were positive with 30-year Treasuries (+3.6%) performing the best.
- Commodities were negative, led downwards by energy (-7.7%) and industrial metals (-6.8%). Precious metals (+2.7%) was the only positive major subsector.

## 2024 Highlights

- Global equity markets performance remains positive based on resilient economic data and diverging central bank interest rate movement expectations. The Fed continued to hold rates steady at a targeted range of 5.25%-5.5% with recent comments suggesting possible interest rate cuts later in the year. US GDP growth was higher than expected at 2.8% in Q2. US mega cap stocks remain in the lead driven by information technology (+25.6%) and communication services (+21.6%).
- Non-U.S. developed market stocks remain positive led by a handful of mega cap stocks. Japan's Nikkei index finally set a new high at a level last reached in 1989. Emerging markets remain constrained by China's continued economic weakness.
- Most fixed income sector returns turned positive as bond yields decreased to inversely impact bond prices. Anticipated interest rate cuts have been reduced as economic conditions remain strong and inflation elevated. All sectors are positive for the year, except for 30-year Treasuries (-2.8%).
- Commodities have remained volatile this year with widely divergent performance across major subsectors, including precious metals (+18.1%), industrial metals (+1.6%), energy (-0.3%) and agriculture (-10.8%).

## Returns





\*Total does not include non-investment cash account

# The City of Hollywood Asset Allocation

As of July 31, 2024

	Total Fund	%
	(\$)	
<b>Total Fund Composite*</b>	<b>467,009,053</b>	<b>100.0</b>
<b>Domestic Equity Composite</b>	<b>135,750,949</b>	<b>29.1</b>
<b>Large Cap Composite</b>	<b>82,761,537</b>	<b>17.7</b>
Northern Trust S&P 500	82,761,537	17.7
<b>Small / SMID Cap Composite</b>	<b>52,989,413</b>	<b>11.3</b>
Earnest Partners Small/Mid Cap Value Equity	20,408,810	4.4
Loomis, Sayles Small/Mid Cap Growth	19,079,279	4.1
Northern Trust Extended Equity Market Index	13,501,324	2.9
<b>International Equity Composite</b>	<b>58,153,020</b>	<b>12.5</b>
Wellington International	58,153,020	12.5
<b>Emerging Markets Equity Composite</b>	<b>25,154,358</b>	<b>5.4</b>
RBC Emerging Markets Equity	25,154,358	5.4
<b>Fixed Income Composite</b>	<b>115,067,607</b>	<b>24.6</b>
Baird Core Plus Bond	43,761,491	9.4
LM Capital Group, LLC Active Core Plus	10,707,450	2.3
Neuberger & Berman Short Duration	42,740,518	9.2
GoldenTree Multi-Sector LP	17,858,147	3.8
<b>Real Estate Composite</b>	<b>36,647,472</b>	<b>7.8</b>
Morgan Stanley	11,807,336	2.5
Principal Enhanced Property Fund	10,826,792	2.3
AG Realty Value Fund X	6,471,640	1.4
Affiliated Housing Impact Fund	4,848,543	1.0
AG Realty Value Fund XI, L.P.	2,693,162	0.6
<b>Private Equity Composite</b>	<b>36,076,827</b>	<b>7.7</b>
NB Crossroads Fund XXI	18,446,305	3.9
HarbourVest Dover Fund IX	5,919,184	1.3
Apogem Heritage Fund VI LP	11,711,339	2.5
<b>Private Debt Composite</b>	<b>45,569,383</b>	<b>9.8</b>
AG Direct Lending Fund II, L.P.	5,401,224	1.2
EnTrust Blue Ocean Onshore Fund LP	10,110,159	2.2
Brightwood Capital Fund V, LP	3,923,780	0.8
Marathon Healthcare Finance Fund	8,170,479	1.7
NB Private Debt Fund IV LP	16,077,270	3.4
Brightwood Capital SBIC III, LP	1,886,471	0.4
<b>Infrastructure Composite</b>	<b>12,277,138</b>	<b>2.6</b>
IFM Global Infrastructure	12,277,138	2.6
<b>Investment Cash Account</b>	<b>2,312,298</b>	<b>0.5</b>

\*Total does not include non-investment cash account.

# The City of Hollywood

## Comparative Performance

As of July 31, 2024

	Jan-2024		Apr-2024		Jul-2024		Oct-2023		Performance (%)							Inception Date
	To	Mar-2024	To	Jun-2024	To	Jul-2024	To	Jul-2024	1 Year	3 Years	5 Years	7 Years	Since Inception			
<b>Total Fund Composite (Gross)</b>	4.0	4.0	1.2	1.2	1.5	1.5	13.9	13.9	9.6	4.4	8.3	7.7	7.9	02/01/1991		
<b>Total Fund Composite (Net)</b>	4.0	4.0	1.1	1.1	1.5	1.5	13.7	13.7	9.4	4.2	8.2	7.5	7.8			
<b>Policy Index*</b>	4.0	4.0	1.1	1.1	2.3	2.3	16.7	16.7	10.6	2.9	7.1	7.0	7.8			
<b>Domestic Equity</b>																
Northern Trust S&P 500 (Gross)	10.5	10.5	4.3	4.3	1.2	1.2	30.3	30.3	22.1	9.6	15.0	14.1	14.4	11/01/2012		
Northern Trust S&P 500 (Net)	10.5	10.5	4.3	4.3	1.2	1.2	30.3	30.3	22.1	9.6	15.0	14.1	14.4			
S&P 500	10.6	10.6	4.3	4.3	1.2	1.2	30.3	30.3	22.1	9.6	15.0	14.1	14.5			
Earnest Partners Small/Mid Cap Value Equity (Gross)	7.7	7.7	-5.9	-5.9	8.1	8.1	23.6	23.6	13.5	N/A	N/A	N/A	10.0	02/01/2023		
Earnest Partners Small/Mid Cap Value Equity (Net)	7.5	7.5	-6.1	-6.1	8.1	8.1	23.0	23.0	12.9	N/A	N/A	N/A	9.3			
Russell 2500 Value Index	6.1	6.1	-4.3	-4.3	8.1	8.1	24.8	24.8	13.6	5.3	9.6	8.1	10.2			
Loomis, Sayles Small/Mid Cap Growth (Gross)	8.9	8.9	0.8	0.8	3.3	3.3	22.5	22.5	12.1	-1.9	N/A	N/A	5.4	08/06/2020		
Loomis, Sayles Small/Mid Cap Growth (Net)	8.9	8.9	0.8	0.8	3.3	3.3	22.5	22.5	12.1	-1.9	N/A	N/A	5.4			
Russell 2500 Growth Index	8.5	8.5	-4.2	-4.2	6.1	6.1	24.2	24.2	11.9	-1.5	8.5	10.0	7.3			
Northern Trust Extended Equity Market Index (Gross)	7.0	7.0	-3.4	-3.4	6.2	6.2	26.2	26.2	15.2	-0.1	9.6	N/A	7.6	09/01/2018		
Northern Trust Extended Equity Market Index (Net)	7.0	7.0	-3.4	-3.4	6.2	6.2	26.2	26.2	15.2	-0.1	9.6	N/A	7.5			
DJ U.S. Completion TSM Indx	7.0	7.0	-3.4	-3.4	6.2	6.2	26.0	26.0	15.0	-0.3	9.5	9.5	7.5			
<b>International Equity</b>																
Wellington International (Gross)	5.7	5.7	2.7	2.7	1.6	1.6	21.5	21.5	11.2	1.5	7.4	5.5	5.6	11/01/2013		
Wellington International (Net)	5.6	5.6	2.6	2.6	1.5	1.5	20.9	20.9	10.5	0.8	6.7	4.7	4.9			
MSCI AC World ex USA (Net)	4.7	4.7	1.0	1.0	2.3	2.3	18.7	18.7	9.7	1.8	6.3	5.0	4.4			
<b>Emerging Markets Equity</b>																
RBC Emerging Markets Equity**	1.0	1.0	6.8	6.8	0.1	0.1	17.2	17.2	5.3	0.4	N/A	N/A	3.7	09/16/2020		
MSCI EM (Net)	2.4	2.4	5.0	5.0	0.3	0.3	16.3	16.3	6.3	-2.7	3.4	2.7	2.1			

The City of Hollywood

Comparative Performance

As of July 31, 2024

	Performance (%)										Inception Date
	Jan-2024 To Mar-2024	Apr-2024 To Jun-2024	Jul-2024 To Jul-2024	Oct-2023 To Jul-2024	1 Year	3 Years	5 Years	7 Years	Since Inception		
<b>Fixed Income</b>											
Baird Core Plus Bond**	-0.2	0.3	2.3	9.8	6.5	-1.9	1.0	1.8	1.9		06/01/2017
Bimbg. U.S. Aggregate	-0.8	0.1	2.3	8.5	5.1	-2.6	0.2	1.1	1.2		
LM Capital Group, LLC Active Core Plus (Gross)	-0.2	0.5	2.3	9.2	6.1	N/A	N/A	N/A	3.2		07/01/2022
LM Capital Group, LLC Active Core Plus (Net)	-0.2	0.5	2.2	9.0	5.9	N/A	N/A	N/A	3.0		
Bimbg. U.S. Aggregate	-0.8	0.1	2.3	8.5	5.1	-2.6	0.2	1.1	1.9		
Neuberger & Berman Short Duration**	2.1	1.2	1.0	8.4	8.4	1.6	2.4	N/A	2.7		02/01/2018
NB Blended Benchmark***	0.9	1.2	0.7	4.8	5.5	2.3	1.9	1.9	2.1		
Bimbg. Intermed. U.S. Government/Credit	-0.2	0.6	1.9	7.0	5.9	-0.8	1.1	1.6	1.9		
GoldenTree Multi-Sector LP**	3.3	2.2	1.1	12.2	12.5	5.0	5.7	N/A	5.5		10/01/2017
GT Blended Index****	2.0	1.6	1.2	9.7	10.5	4.6	4.8	4.6	4.6		
Bimbg. U.S. Aggregate	-0.8	0.1	2.3	8.5	5.1	-2.6	0.2	1.1	1.1		
<b>Real Estate</b>											
Morgan Stanley**	-1.3	-0.2	0.0	-3.7	-3.9	4.6	4.5	5.5	5.4		05/01/2008
NCREIF ODCE Equal Weighted	-2.4	-0.5	0.0	-7.5	-9.3	1.8	3.3	4.6	4.6		
Principal Enhanced Property Fund**	-1.7	2.3	0.6	-2.1	-4.7	3.9	4.8	5.8	8.7		11/01/2013
NCREIF Property Index	-1.0	-0.3	0.0	-4.2	-5.5	2.3	3.4	4.4	6.4		
<b>Infrastructure</b>											
IFM Global Infrastructure**	-1.1	1.0	0.7	3.2	3.6	8.6	9.2	N/A	11.1		09/01/2017

\*Policy Index (Oct 2020-current) consists of 17.5% S&P 500, 10% Russell 2500, 12.5% MSCI ACWI ex US (net), 5% MSCI EM (net), 35% Bloomberg U.S. Aggregate, 2.5% NCREIF ODCE (ew), 3% NCREIF NPI, 2% NCREIF NPI+3%, 10% Russell 3000+3% and 2.5% CPI+3.5%  
 \*\*Performance shown net of fees  
 \*\*\*NB Blended Benchmark consists of 40% Bloomberg 1-3 Year Gov/Credit and 60% BofA Merrill Lynch 3 Month T-Bill.  
 \*\*\*\*GT Blended Index consists of 33.34% BofA Merrill Lynch High Yield Master II, 33.33% HFRI RV: Fixed Income-Corporate Index, and 33.33% S&P/LSTA Leveraged Loan Index.

The City of Hollywood

Comparative Performance - IRR

As of July 31, 2024

	Market Value (\$)	%	Oct-2023 To Jul-2024	1 Year	3 Years	5 Years	7 Years	Since Inception	Inception Date
<b>Private Equity</b>									
<b>Private Equity Composite</b>	36,076,827	7.7	0.1	-1.0	7.3	18.1	17.4	17.3	06/23/2016
NB Crossroads Fund XXI	18,446,305	4.0	2.1	0.8	7.8	16.7	16.3	15.6	06/23/2016
HarbourVest Dover Fund IX	5,919,184	1.3	-1.5	-1.6	-0.3	14.4	17.2	19.7	12/16/2016
Apogem Heritage Fund VI LP	11,711,339	2.5	-2.6	-3.8	11.0	24.2	N/A	20.7	04/23/2018
<b>Private Debt</b>									
<b>Private Debt Composite</b>	45,569,383	9.8	8.7	11.7	14.2	12.6	12.1	12.2	05/31/2017
AG Direct Lending Fund II, L.P.	5,401,224	1.2	5.5	9.0	13.7	10.4	10.4	10.5	05/31/2017
EnTrust Blue Ocean Onshore Fund LP	10,110,159	2.2	13.7	16.6	21.9	N/A	N/A	20.8	09/22/2020
Brightwood Capital Fund V, LP	3,923,780	0.8	7.2	10.7	11.5	N/A	N/A	11.4	07/12/2021
Marathon Healthcare Finance Fund	8,170,479	1.8	5.3	7.0	N/A	N/A	N/A	7.5	05/23/2022
NB Private Debt Fund IV LP	16,077,270	3.4	6.5	9.8	N/A	N/A	N/A	11.9	07/21/2022
Brightwood Capital SBIC III, LP	1,886,471	0.4	N/A	N/A	N/A	N/A	N/A	24.5	01/19/2024
<b>Private Real Estate</b>									
AG Realty Value Fund X	6,471,640	1.4	-6.3	-7.6	7.5	10.6	N/A	10.1	06/10/2019
Affiliated Housing Impact Fund	4,848,543	1.0	8.5	15.4	N/A	N/A	N/A	21.3	11/18/2021
AG Realty Value Fund XI, L.P.	2,693,162	0.6	N/A	N/A	N/A	N/A	N/A	-15.0	05/23/2024

**City of Hollywood Employees' Retirement Fund  
Investment Manager Fee Table  
Period Ended July 31, 2024**

Manager	Mandate	Market Value	Fee Schedule	Estimated Annual Fee (\$)	Estimated Annual Fee (%)
Northern Trust S&P 500	Passive Large Cap Equity	\$ 82,761,537	3.5 bps on assets	\$ 28,967	0.04%
Earnest Partners	SMID Cap Value Equity	\$ 20,408,810	60 bps on assets	\$ 122,453	0.60%
Loomis Sayles	Small/Mid Cap Growth Equity	\$ 19,079,279	65 bps on assets	\$ 124,015	0.65%
Northern Trust Extended Equity Market	SMID Cap Core Equity	\$ 13,501,324	3 bps on assets	\$ 4,050	0.03%
Wellington	International Equity	\$ 58,153,020	71 bps on assets	\$ 412,886	0.71%
RBC Emerging Markets Equity	Emerging Markets Equity	\$ 25,154,358	88 bps on assets	\$ 221,358	0.88%
Neuberger & Berman Short Duration	Short Duration Fixed Income	\$ 42,740,518	43 bps on assets	\$ 183,784	0.43%
Baird Core Plus Bond	Core Plus Fixed Income	\$ 43,761,491	30 bps on assets	\$ 131,284	0.30%
LM Capital Group, LLC Active Core Plus	Core Plus Fixed Income	\$ 10,707,450	25 bps on assets	\$ 26,769	0.25%
GoldenTree Multi-Sector Fund	Multi-Sector Credit	\$ 17,858,147	75 bps on assets	\$ 133,936	0.75%
AG Direct Lending Fund II, LP <sup>1</sup>	Direct Lending Fixed Income	\$ 5,401,224	100 bps on first \$50MM, 85 bps on \$50-\$100MM, 80 bps on \$100-\$200MM, 60 bps above \$200MM	\$ 54,012	1.00%
EnTrust Blue Ocean <sup>2</sup>	Direct Lending Fixed Income	\$ 10,110,159	150 bps on invested capital + incentive fee	\$ 151,652	1.50%
Brightwood Capital Fund V, LP	Direct Lending Fixed Income	\$ 3,923,780	150 bps on invested equity capital, 15% performance fee, 6.5% preferred return	\$ 58,857	1.50%
Brightwood Capital SBIC III, LP	Direct Lending Fixed Income	\$ 1,886,471	200 bps on committed capital during investment period, 200 bps on invested capital during harvest period; 0.5% per annum on drawn leverage, 20% incentive fee, 6.5% hurdle	\$ 60,000	2.00%
Marathon Healthcare Finance Fund	Direct Lending Fixed Income	\$ 8,170,479	150 bps on committed capital, 20% incentive fee, 8% hurdle	\$ 300,000	1.50%
NB Private Debt Fund IV LP	Direct Lending Fixed Income	\$ 16,077,270	100 bps on invested capital, 12.5% incentive fee, 7% hurdle	\$ 160,773	1.00%
Morgan Stanley	Real Estate	\$ 11,807,336	84 basis points base fee, plus a monthly accrued performance based fee equal to 5% multiplied by NAV multiplied by comparable property NOI growth for the month	\$ 99,182	0.84%
Principal <sup>3</sup>	Real Estate	\$ 10,826,792	130 bps on assets + incentive fee	\$ 140,748	1.30%
AG Realty Value Fund X <sup>4</sup>	Real Estate	\$ 6,471,640	100 bps on assets + incentive fee	\$ 64,716	1.00%
AG Realty Value Fund XI <sup>4</sup>	Real Estate	\$ 2,693,162	100 bps on assets + incentive fee	\$ 26,932	1.00%
Affiliated Housing Impact Fund <sup>5</sup>	Real Estate	\$ 4,848,543	150 bps on capital commitments during the investment period, 150 bps on invested contributions thereafter	\$ 75,000	1.50%
Neuberger Berman Crossroads XXI <sup>6</sup>	Private Equity	\$ 18,446,305	25.8 bps on assets	\$ 47,591	0.26%
HarbourVest Dover Fund IX <sup>7</sup>	Private Equity	\$ 5,919,184	70 bps on assets	\$ 41,434	0.70%
Apogem Heritage Fund VI LP <sup>8</sup>	Private Equity	\$ 11,711,339	1% on committed capital during investment period, 1% on invested capital thereafter	\$ 100,000	1.00%
IFM Global Infrastructure <sup>9</sup>	Infrastructure	\$ 12,277,138	77 bps on assets	\$ 94,534	0.77%
<b>Investment Management Fees</b>		<b>\$ 464,696,756</b>		<b>\$ 2,864,935</b>	<b>0.62%</b>
Segal Marco	Investment Consulting		\$130,000 annual retainer	\$ 130,000	0.03%
Principal	Custodian		0.3 bps plus account and transaction based charges <sup>10</sup>	\$ 54,951	0.01%
<b>TOTAL FEES</b>				<b>\$ 3,049,886</b>	<b>0.66%</b>

<sup>1</sup> Fees shown are estimated and does not include incentive fee.  
<sup>2</sup> Incentive fee is equal to 15% of the profits in excess of an 7% net IRR to investors.  
<sup>3</sup> Incentive fee is equal to 15% of the profits, subject to a 6% hurdle rate.  
<sup>4</sup> Incentive fee is equal to 15% of the profits in excess of an 11% net IRR to investors.  
<sup>5</sup> Incentive fee is equal to 20% of the profits in excess of an 8% hurdle rate.  
<sup>6</sup> Incentive fee is equal to 20% of the profits in excess of an 8% preferred return per annum.  
<sup>7</sup> NB is aggregating commitments to provide best pricing for SMA clients, and as a result the City of Hollywood \$20 million is saving 10.5 bps. If the commitment had not been aggregated the fee would have been 36.3 bps.  
<sup>8</sup> The fee for the Dover IX Fund is 7.5 bps, but the City of Hollywood is receiving a 3 bps fee discount.  
<sup>9</sup> Incentive fee is equal to 10% of the profits in excess of 8% per annum.  
<sup>10</sup> Incentive fee is equal to 10% of the profits in excess of 8% per annum.  
<sup>11</sup> Fee estimate as of June 30, 2024.

# Cash Flow Activity Detail – July 2024

Manager	Product	Wire Type	Transfer Date	Transfer Amount
Wellington	International Opportunities	Capital Distribution	7/2/2024	\$3,000,000
Principal Financial Group	DB Account	Internal Bank Transfer	7/2/2024	\$3,000,000
Brightwood Capital Advisors	SBIC III	Capital Distribution	7/11/2024	\$56,400
Affiliated Development	Affiliated Housing Fund	Capital Call	7/15/2924	\$199,404.76
Principal Global Investor	Principal Enhanced Property Fund	Capital Distribution	7/16/2024	\$672,249.47
EnTrust	Blue Ocean Fund	Capital Distribution	7/31/2024	\$393,688
Brightwood Capital Advisors	Brightwood Capital Fund V	Capital Distribution	7/31/2024	\$226,408
Northern Trust Global Investments	Northern Trust S&P 500 Index Commingled Fund Redemption		7/31/2024	\$3,000,000
<b>Total</b>				<b>\$10,548,150.23</b>



# **AGENDA ITEM 5.B.**

## **INVESTMENT**

### **WORK PLAN**

# City of Hollywood Employees' Retirement Fund

## 2024 Work Plan\*

MEETING DATE	SEGAL MARCO INVESTMENT ITEMS	MANAGER PRESENTATIONS
January 23	November 2023 Flash Performance Report Third Quarter Performance Review	
February 27	December 2023 Flash Performance Report	Loomis Sayles SMID Cap Angelo Gordon VA RE
March 26	January 2024 Flash Performance Report	
April 23	February 2024 Flash Performance Report	
May 28	March 2024 Flash Performance Report Fourth Quarter Performance Review	
June 20	April 2024 Flash Performance Report FY23 Manager Fee Detailed Schedule 2023 Segal Manager Research Meetings Memo	Apogem Private Equity (fka Goldpoint)
July 30	May 2024 Flash Performance Report First Quarter Performance Review	
August 27	June 2024 Flash Performance Report	Wellington International RBC Emerging Markets
September 17	July 2024 Flash Performance Report Board Insurance Program Renewal	
October 22	August 2024 Flash Performance Report Second Quarter Performance Review New Opportunities Discussion - Private Equity	
December 10	Sept & Oct 2023 Flash Performance Report Annual Investment Policy Review	

*\*This is a working document and subject to change.*

# **AGENDA ITEM 5.C.**

## **INVESTMENT**

### **BOARD INSURANCE UPDATE**



City of Hollywood General Employees Retirement Fund

# Employment Practices Liability Insurance

**Policy Number: SHP31210225**

September 12, 2024



Jacob Pearce  
 Associate Insurance Consultant  
 M 346.330.0918  
 jpearce@segalco.com

333 West 34th Street  
 New York, NY 10001-2402  
 T 212.251.5000  
 F 212.251.5490  
 segalco.com  
 CA License No. 0106323

## Memorandum

**To:** Christine Bailey  
 Executive Director

**From:** Jacob Pearce  
 Associate Insurance Consultant

**Date:** September 12, 2024

**Re:** **Employment Practices Liability Insurance**  
**City of Hollywood General Employees Retirement Fund**  
**Policy Number: SHP31210225**

Thank you for the opportunity to provide a quotation for this year's renewal of Employment Practices Liability Insurance. We received a renewal quote from the incumbent carrier, Encore/Hudson (formerly Euclid/Hudson) and recommend renewing with them based on continuity, scope of coverage, and a competitive premium.

Carrier	Premium	Limit of Liability	Response
Encore/Hudson	\$7,500 (2.9% increase)	\$2 million	<b>Incumbent Quote</b> Key decision variables: scope of coverage, continuity, competitive premium

Additional information is available in the attached sections. If you would like samples of any quoted policy forms or endorsements, please let us know.

Please provide binding instructions and all subjectivities before October 1, 2024. Binding instructions or subjectivities received after this date may result in changes or withdrawal of the quoted terms. Please note that insurance coverage cannot be bound or changed via email, voicemail, text or fax unless confirmed in writing by a licensed broker.

By sending us binding instructions, you consent to electronic delivery of any other documents required to be provided or disseminated by Segal to you under this agreement or applicable law, rule or regulation.

If you have any questions, please contact our client team:

- Broker

Jacob Pearce  
Associate Insurance Consultant  
346.330.0918  
[jpearce@segalco.com](mailto:jpearce@segalco.com)

- Lead Regional Consultant:

Matthew Jackson, RPLU, CCIC  
Senior Vice President  
212.251.5387  
[mjackson@segalco.com](mailto:mjackson@segalco.com)

# Table of Contents

Premium and Coverage Summary .....	1
Policy Analyses.....	2
Limit of liability .....	2
Premium .....	2
Scope of coverage.....	2
Continuity of coverage .....	2
Subjectivities .....	3
Encore/Hudson.....	3
Services and Compensation Disclosure.....	4
NY Regulation 194 .....	4
FATCA.....	4
Supplemental Information & Disclosures.....	5
Notice of incident, claim or circumstances .....	5
Extended reporting period.....	5
Insured's obligation to notify the insurer.....	5
Insurance carrier ratings .....	6
Proposal advisory .....	6

# Premium and Coverage Summary\*

Description	Expiring Terms Euclid/Hudson	Renewal Encore/Hudson
<b>Policy Summary</b>		
Policy Period	10/1/2023–10/1/2024	10/1/2024–10/1/2025
Limit of Liability	\$2 million	\$2 million
Basic Premium	\$7,287	\$7,500
FL State Surcharge	\$123.88	\$75
Retention	\$10,000	\$10,000
<b>Coverages/Endorsements</b>		
Back/Front Pay Coverage	✓	✓
Breach of Contract Exclusion	✓	✓
Claim includes EEOC Charge	✓	✓
Claim includes Non-Monetary Relief	✓	✓
Insured Executive includes Trustee	✓	✓
Direct Bodily Injury Exclusion	✓	✓
Duty to Defend with Panel Counsel	✓	✓
Hammer/Settlement Clause	✓ 80%/20%	✓ 80%/20%
Independent Contractor Coverage	✓	✓
Non-cancellable except for non-payment	✓	✓
Pending and Prior Litigation Exclusion	✓ 9/27/2018	✓ 9/27/2018
Professional Services Exclusion	✓	✓
Punitive Damages Most Favorable Venue	✓	✓
Retaliation Coverage including ERISA/NLRA	✓	✓
Severability Coverage	✓	✓
Spousal Coverage	✓	✓
State Amendatory Endorsement(s)	✓	✓
Third Party Coverage	✓	✓
Violation of Employee Privacy Coverage	✓ \$100,000 sublimit	✓ \$100,000 sublimit
Wage & Hour Defense Coverage	✓ \$50,000 sublimit	✓ \$50,000 sublimit
Workplace Violence Expenses	✓ \$100,000 sublimit	✓ \$100,000 sublimit

\* These policy summaries are not an exhaustive list and are not legal interpretations of coverage. Insurance policies are legal contracts that counsel should review.



# | Policy Analyses

## **Limit of liability**

Encore/Hudson quoted the same \$2-million aggregate limit of liability as your expiring policy.

## **Premium**

Encore/Hudson has quoted a premium increase of \$213 (2.9%) and maintained the same \$10,000 per claim retention for this renewal, both of which are competitive in the current market.

## **Scope of coverage**

Encore/Hudson quoted the same scope of coverage as the expiring policy.

## **Continuity of coverage**

Continuity is a concept addressing the scope of coverage provided by a renewal policy from the incumbent carrier or a new policy from a new carrier. When a claim is made the policy in force will determine whether coverage is provided. When renewing coverage with the incumbent or moving coverage to a new carrier, the insured should determine whether the renewal (or new) policy will provide at least the same scope of coverage as the expiring policy. In particular, a new carrier may wish to limit coverage in some fashion.

To maintain continuity, review any additional policy exclusions, new Pending & Prior Litigation dates, and/or new Prior Acts dates.

# | Subjectivities

This section summarizes the additional information the carrier will require to bind coverage.

## Encore/Hudson

There are no subjectivities at this time.



# Services and Compensation Disclosure

Segal acknowledges that it is a “covered service provider” within the meaning of Section 408(b)(2) of ERISA when providing Services and will disclose any fees and other compensation it receives in accordance with the requirements of with ERISA Section 408(b)(2). Upon request, Segal will provide an annual statement describing the indirect compensation it received in the previous plan year. The insured agrees and acknowledges that it has received a copy of this Agreement for review reasonably in advance of entering into this Agreement and that the designation of Segal as a service provider, and any other transactions contemplated by this Agreement, are consistent with and permissible under the plan documents.

A copy of Segal’s firm-wide ERISA Section 408(b)(2) fee disclosure is available at <http://www.segalco.com/disclosure-of-compensation>.

## NY Regulation 194

A copy of Segal’s firm-wide NY Regulation 194 disclosure is available at <http://www.segalco.com/disclosure-of-compensation>.

## FATCA

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Segal does not provide tax advice so please contact your tax consultant for your obligation regarding to FATCA.

# Supplemental Information & Disclosures

While many insurance policies may follow a similar format, substantial differences exist between carriers. Segal recommends Insureds familiarize themselves with the policy's basic coverage features, especially those that require action on their part, and that legal counsel review all insurance policies.

## Notice of incident, claim or circumstances

Please carefully review any incident reporting instructions. Failure to timely and properly report a claim may jeopardize coverage for expenses or claims. In addition, you should retain copies of all insurance policies and coverage documents as well as incident reporting instructions after termination of the policies because in some cases you may need to report an incident after termination of a policy.

**Disclosure in an application does not meet these terms and conditions. All regulatory audits or investigations should be treated as a claim and noticed to the insurance carrier as soon as the first written communication from a regulatory agency is received.**

Notice must be in accordance with the policy's terms and conditions and must be sent to a designated address. All electronic claim notifications to be processed by Segal must be sent to [claims@segalco.com](mailto:claims@segalco.com). Please copy your broker team on any notification, but Segal is not responsible for the processing of any electronic claim notification if it is not addressed to [claims@segalco.com](mailto:claims@segalco.com).

## Extended reporting period

Should consideration be made to move coverage from one carrier to another, or there is a material change in terms and conditions, the Insured may also consider purchasing an Extended Reporting Period (ERP), commonly known as "Tail Coverage." An ERP provides the Insured additional time to report claims or circumstances that occurred up to the date of the policy's expiration. This coverage is available for an additional premium and period to be determined by the carrier. Some policies may also offer an automatic ERP for no additional premium. Please review your policy for specific terms and conditions.

## Insured's obligation to notify the insurer

In addition to an obligation to notice the insurer of any claim or circumstance as soon as practicable, the policy will, or may, obligate the Insured to provide notice to the insurer in other instances.

## Insurance carrier ratings

Insurance brokers rely on financial rating services such as A.M Best and Standard & Poor's. All financial ratings are subject to periodic review and therefore, it is important to obtain ratings from each service. If you need information about the financial statements of any of the insurance companies being proposed so you can make your own assessment of the financial strength of the companies being offered in this proposal, please contact us.

Both A.M. Best and Standard & Poor's websites can provide the publicly available information collected to enable you to make an informed decision to accept or reject a particular carrier. To learn more, please visit them at [www.ambest.com](http://www.ambest.com) and [www.spglobal.com](http://www.spglobal.com).

## Proposal advisory

This quote memo is a summary of coverage forms, limits of insurance, endorsements and other terms and conditions of the carrier quotations. Please review quotes and policies with legal counsel for specific terms, conditions, limitations, exclusions or the calculation of premiums that will govern in the event of a loss.

This quote memo does not amend, or otherwise affect, the provisions of coverage of any resulting insurance policy issued by any insurance company to you. It is your responsibility to check the policy or policies being purchased for accuracy.

This proposal is not a representation that coverage does or does not exist for any particular claim or loss under any policy. Coverage depends on the applicable provisions of the actual policy issued, the facts and circumstances involved in each claim or loss, and any applicable law.

You, the proposed Insured, represent and warrant that the information provided by you in connection with the application for insurance is complete and accurate through the later of the date that (1) coverage is bound or (2) coverage becomes effective. You agree to immediately notify Segal, in writing, if any of the information included in the application changes between the date the application for quotation/insurance coverage is submitted and the later of (1) the date of the quotation or the date coverage is bound or (2) the effective date of coverage. You understand and acknowledge that the quoting insurance carriers may reserve the right to withdraw or amend any outstanding quotations based upon such changes and that Segal will not have any liability whatsoever for the decisions of any quoting insurance carriers based on any such changes.



## Your Organization May Need a Range of Insurance Coverage

Type of Insurance	Protection
Fiduciary liability coverage	Allegations of breach of fiduciary duty and administrative errors
Cyber liability coverage	Data incidents, breach events, ransomware or malware attacks and social engineering fraud at your organization or at one of your vendors
Employment practices liability	Allegations of harassment or discrimination in employment made by an employee or a third party (non-employee)
Fidelity bond (mandated by ERISA or LMRDA)	Losses related to employee to fraud, dishonesty, and/or third-party crime
Crime coverage	Losses related to theft and forgery, such as fraudulent electronic funds transfer coverage, manipulation of computer systems, including by employees and third-party losses, such as social engineering fraud
Educators' liability coverage	Allegations of improper or insufficient training or hiring practices including libel, slander, plagiarism and trademark/copyright violations
Directors' and officers' or union liability coverage	Allegations of malpractice (wrongful errors and omissions, fair representation or personal injury) against a board of directors or union officers, respectively
Employed lawyers coverage	Allegations of legal malpractice by in-house attorneys and legal assistants, including when "moonlighting" and providing pro bono legal services
Medical professional coverage	Allegations of wrongful medical professional practices and services including exposures to HIPAA proceedings
Errors and omissions (E&O) or managed care E&O coverage	Protection for acts of your professional services specifically tailored to meet the client services provided
Media insurance	Coverage for traditional electronic and print media as well as coverage crafted for social media, including defamation and copyright infringement
Student accident	Injury of students, volunteers or other participants in formal instruction or training programs
Travel accident coverage	Accidental death and dismemberment during business travel or available to students learning on the job
Workplace violence/ active shooter coverage	Indemnify for specific expenses, business interruption and third-party legal liability for a covered event
Business property coverage	Structural damage to owned, leased or rented property from fire, vandalism or theft
Business personal property coverage	Office equipment resulting from a covered loss on or off premises
Business income/ extra expense coverage	Forced closure due to direct physical loss or damage to premises resulting from a covered cause of loss
Business liability coverage	Business found legally responsible for causing injuries or damages to third parties
Business auto coverage	Owned or leased vehicles used for business purposes
Non-owned auto coverage	Employees using their personal vehicles for business purposes
Hired auto coverage	Autos leased, hired or borrowed by employees in the short term for business purposes

Type of Insurance	Protection
Umbrella liability coverage	Liability coverage in excess of primary liability policies including customized coverage
Flood and earthquake coverage	Property damage from a flood resulting from hurricanes, tropical storms and heavy rains as well as natural disasters such as earthquakes
Equipment breakdown coverage	Equipment failure due to a breakdown
Employee tools and equipment coverage	Tools and equipment used for training or business
Event cancellation	Unforeseen losses related to hosting cancelled or postponed covered events to protect your investment





City of Hollywood Employees Retirement Fund

# Cyber Liability Insurance

**Policy Number: 106987998**

September 12, 2024





Jacob Pearce  
 Associate Insurance Consultant  
 M 346.330.0918  
 jpearce@segalco.com

333 West 34th Street  
 New York, NY 10001-2402  
 T 212.251.5000  
 F 212.251.5490  
 segalco.com  
 CA License No. 0106323

## Memorandum

**To:** Christine Bailey  
 Executive Director

**From:** Jacob Pearce  
 Associate Insurance Consultant

**Date:** September 12, 2024

**Re:** **Cyber Liability Insurance**  
**City of Hollywood Employees Retirement Fund**  
**Policy Number: 106987998**

Thank you for the opportunity to provide a quotation for this year’s renewal of Cyber Liability Insurance. We received a renewal quote from the incumbent carrier, Travelers, and recommend renewing with them based on continuity, scope of coverage, and premium savings.

Carrier	Premium	Limit of Liability	Retentions	Response
Travelers	\$25,349 + \$253.49 FL surcharge (6.0% decrease)	\$5 million	\$0 Investigation 100 Notifications \$25,000 all other	<b>Incumbent Quote</b> Key decision variables: broad scope of coverage, continuity, premium savings

Additional information is available in the attached sections. If you would like samples of any quoted policy forms or endorsements, please let us know.

Please provide binding instructions and all subjectivities before October 1, 2024. Binding instructions or subjectivities received after this date may result in changes or withdrawal of the quoted terms. Please note that insurance coverage cannot be bound or changed via email, voicemail, text or fax unless confirmed in writing by a licensed broker.

By sending us binding instructions, you consent to electronic delivery of any other documents required to be provided or disseminated by Segal to you under this agreement or applicable law, rule or regulation.

If you have any questions, please contact our client team:

- Broker  
Jacob Pearce  
Associate Insurance Consultant  
346.330.0918  
[jpearce@segalco.com](mailto:jpearce@segalco.com)
- Lead Regional Consultant:  
Matthew Jackson, RPLU, CCIC  
Senior Vice President  
212.251.5387  
[mjackson@segalco.com](mailto:mjackson@segalco.com)

# Table of Contents

Premium and Coverage Summary .....	1
Policy Analyses .....	3
Scope of Coverage .....	3
Limit of liability .....	3
Premium .....	3
Continuity of coverage .....	3
Carrier services .....	4
Subjectivities .....	5
Travelers .....	5
Services and Compensation Disclosure .....	6
NY Regulation 194 .....	6
FATCA .....	6
Supplemental Information & Disclosures .....	7
Notice of incident, claim or circumstances .....	7
Extended reporting period .....	7
Insured's obligation to notify the insurer .....	7
Insurance carrier ratings .....	8
Proposal advisory .....	8

# Premium and Coverage Summary<sup>1</sup>

Description	Expiring Terms for Travelers	Renewal Travelers
<b>Policy Summary</b>		
Policy Period	10/1/2023–10/1/2024	10/1/2024–10/1/2025
Pending and Prior Litigation Date	9/27/2018	9/27/2018
Retroactive Date	Full Prior Acts Coverage	Full Prior Acts Coverage
Admitted Status	Admitted	Admitted
Basic Premium	\$26,967	\$25,349
FL State Surcharge	\$458.44	\$253.49
<b>1<sup>st</sup> Party Expense and 3<sup>rd</sup> Party Liability</b>		
Aggregate Limit of Liability <sup>2</sup>	\$5 million	\$5 million
Retention	\$25,000	\$25,000
Waiting Period	8 hours	8 hours
Accounting Costs Coverage	✓	✓
Additional Response Costs	✓	✓
Betterment Coverage	✓	✓
	\$100,000 sublimit, 50% Coinsurance	\$100,000 sublimit, 50% Coinsurance
Blanket Additional Insured		
Business Interruption	✓	✓
Computer Fraud Coverage	✓	✓
	\$100,000 Sublimit	<b>\$250,000 Sublimit</b>
Consequential Reputational Loss	✓	✓
	\$250,000 Sublimit	\$250,000 Sublimit
Contingent Bodily Injury Carveback	✓	✓
Contingent Business Interruption Loss — Malicious Acts	✓	✓
	\$100,000 Sublimit	\$100,000 Sublimit
Contingent Business Interruption Loss — Non-Malicious Acts	✓	✓
	\$100,000 Sublimit	\$100,000 Sublimit
Criminal Reward Coverage	✓	✓
	\$25,000 sublimit, \$0 retention	\$25,000 sublimit, \$0 retention
Data Protection	✓	✓
Funds Transfer Fraud	✓	✓
	\$100,000 Sublimit	<b>\$250,000 Sublimit</b>
GDPR Coverage	✓	✓
Media Liability	✓	✓
Personal Device Coverage	✓	✓
PCI Fines and Penalties	✓	✓

<sup>1</sup> These policy summaries are not an exhaustive list and are not legal interpretations of coverage. Insurance policies are legal contracts that counsel should review.

<sup>2</sup> This limit can also apply as excess over the first party response and/or breach notification limits.

Description	Expiring Terms for Travelers	Renewal Travelers
Public Relations and Crisis Management	✓	✓
Ransomware/Extortion	✓	✓
Regulatory Defense/Penalties	✓	✓
Security & Privacy Liability	✓	✓
Social Engineering Fraud Loss	✓ \$250,000 Sublimit	✓ \$250,000 Sublimit
State Amendatory Endorsement(s)	✓	✓
System Failure	✓	✓
Telecommunication Fraud	✓ \$250,000 Sublimit	✓ \$250,000 Sublimit
Vendor/Client Payment Fraud Endorsement	✓ \$100,000 Sublimit	✓ \$100,000 Sublimit
<b>First Party Response — Legal/Forensics</b>		
Aggregate Limit of Liability	\$1 million	\$1 million
Retention	\$0	\$0
Forensics	✓	✓
Legal Expenses	✓	✓
<b>Breach Notification Services</b>		
Aggregate Limit of Liability	100,000 Notifications	100,000 Notifications
Retention/Threshold	Required notification of 100 individuals	Required notification of 100 individuals
Call Center Services	✓	✓
Required Notifications	✓	✓
Credit/Identity Monitoring	✓	✓
Voluntary Notifications	✓	✓

# Policy Analyses

## Scope of Coverage

Cyber Liability offers many insuring agreements, each of which should be reviewed as they provide specific types of coverage. Many policies include incident response services and expenses (first party) and coverage for liability claims that may subsequently arise (third party), but significant differences exist between insuring agreements.

Travelers has provided similar scope of coverage as expiring, though the following changes have been made:

- Increased Computer Fraud sublimit from \$100,000 to \$250,000;
- Increased Funds Transfer Fraud sublimit from \$100,000 to \$250,000.

## Limit of liability

Travelers aggregates their First Party and Third Party Coverages together with a \$5-million limit, provides coverage for 100,000 Notification on a second limit, and a \$1-million limit for Legal Expenses/Forensics on a third. These limits are separate and do not dilute each other.

In addition, with Travelers' Additional Response Costs enhancement, unused Third Party Liability limits may be used as excess over the First Party Response and/or Notification limits.

## Premium

Travelers quoted a premium that is competitive in the current market.

Travelers quoted a \$1,618 (6.0%) basic premium decrease from last year, which is competitive in the current market. Additionally, since the Florida State Surcharges have lowered since last year, the total cost savings compared to last year's policy is \$1,822.95 (6.6%).

## Continuity of coverage

Continuity is a concept addressing the scope of coverage provided by a renewal policy from the incumbent carrier or a new policy from a new carrier. When a claim is made the policy in force will determine whether coverage is provided. When renewing coverage with the incumbent or moving coverage to a new carrier, the insured should determine whether the renewal (or new) policy will provide at least the same scope of coverage as the expiring policy. In particular, a new carrier may wish to limit coverage in some fashion.

To maintain continuity, review any additional policy exclusions, new Pending & Prior Litigation dates, and/or new Prior Acts dates.

## Carrier services

Cyber Liability Insurance carriers may also provide various pre- and post-breach services to their policyholders. While these services vary between carriers and may be subject to separate, discounted rates, they can include:

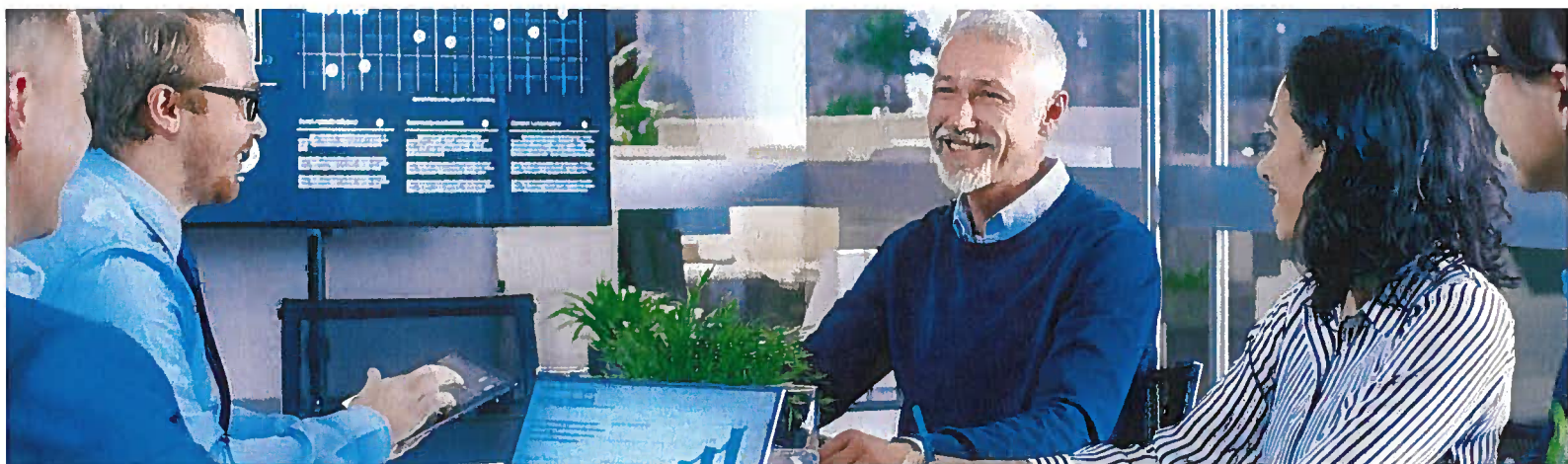
- Online Cyber Security Education including Security Awareness Basics and Security Awareness for Information Technology;
- Network Vulnerability Scans;
- Password Defense services;
- Phishing simulations to test your workforce with a simulated email attack;
- Online portal for policyholders with additional services and information;
- 24-hour hotline and email to report potential breach events.

# Subjectivities

This section summarizes the additional information the carrier will require in order to bind coverage. All subjectivities must be received and accepted by the carrier before coverage can be bound.

## Travelers

There are no subjectivities at this time.





# Services and Compensation Disclosure

Segal acknowledges that it is a “covered service provider” within the meaning of Section 408(b)(2) of ERISA when providing Services and will disclose any fees and other compensation it receives in accordance with the requirements of with ERISA Section 408(b)(2). Upon request, Segal will provide an annual statement describing the indirect compensation it received in the previous plan year. The insured agrees and acknowledges that it has received a copy of this Agreement for review reasonably in advance of entering into this Agreement and that the designation of Segal as a service provider, and any other transactions contemplated by this Agreement, are consistent with and permissible under the plan documents.

A copy of Segal’s firm-wide ERISA Section 408(b)(2) fee disclosure is available at <http://www.segalco.com/disclosure-of-compensation>.

## NY Regulation 194

A copy of Segal’s firm-wide NY Regulation 194 disclosure is available at <http://www.segalco.com/disclosure-of-compensation>.

## FATCA

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Segal does not provide tax advice so please contact your tax consultant for your obligation regarding to FATCA.

# Supplemental Information & Disclosures

While many insurance policies may follow a similar format, substantial differences exist between carriers. Segal recommends Insureds familiarize themselves with the policy's basic coverage features, especially those that require action on their part, and that legal counsel review all insurance policies.

## Notice of incident, claim or circumstances

Please carefully review any incident reporting instructions. Failure to timely and properly report a claim may jeopardize coverage for expenses or claims. In addition, you should retain copies of all insurance policies and coverage documents as well as incident reporting instructions after termination of the policies because in some cases you may need to report an incident after termination of a policy.

**Disclosure in an application does not meet these terms and conditions. All regulatory audits or investigations should be treated as a claim and noticed to the insurance carrier as soon as the first written communication from a regulatory agency is received.**

Notice must be in accordance with the policy's terms and conditions and must be sent to a designated address. All electronic claim notifications to be processed by Segal must be sent to [claims@segalco.com](mailto:claims@segalco.com). Please copy your broker team on any notification, but Segal is not responsible for the processing of any electronic claim notification if it is not addressed to [claims@segalco.com](mailto:claims@segalco.com).

## Extended reporting period

Should consideration be made to move coverage from one carrier to another, or there is a material change in terms and conditions, the Insured may also consider purchasing an Extended Reporting Period (ERP), commonly known as "Tail Coverage." An ERP provides the Insured additional time to report claims or circumstances that occurred up to the date of the policy's expiration. This coverage is available for an additional premium and period to be determined by the carrier. Some policies may also offer an automatic ERP for no additional premium. Please review your policy for specific terms and conditions.

## Insured's obligation to notify the insurer

In addition to an obligation to notice the insurer of any claim or circumstance as soon as practicable, the policy will, or may, obligate the Insured to provide notice to the insurer in other instances.

## Insurance carrier ratings

Insurance brokers rely on financial rating services such as A.M Best and Standard & Poor's. All financial ratings are subject to periodic review and therefore, it is important to obtain ratings from each service. If you need information about the financial statements of any of the insurance companies being proposed so you can make your own assessment of the financial strength of the companies being offered in this proposal, please contact us.

Both A.M. Best and Standard & Poor's websites can provide the publicly available information collected to enable you to make an informed decision to accept or reject a particular carrier. To learn more, please visit them at [www.ambest.com](http://www.ambest.com) and [www.spglobal.com](http://www.spglobal.com).

## Proposal advisory

This quote memo is a summary of coverage forms, limits of insurance, endorsements and other terms and conditions of the carrier quotations. Please review quotes and policies with legal counsel for specific terms, conditions, limitations, exclusions or the calculation of premiums that will govern in the event of a loss.

This quote memo does not amend, or otherwise affect, the provisions of coverage of any resulting insurance policy issued by any insurance company to you. It is your responsibility to check the policy or policies being purchased for accuracy.

This proposal is not a representation that coverage does or does not exist for any particular claim or loss under any policy. Coverage depends on the applicable provisions of the actual policy issued, the facts and circumstances involved in each claim or loss, and any applicable law.

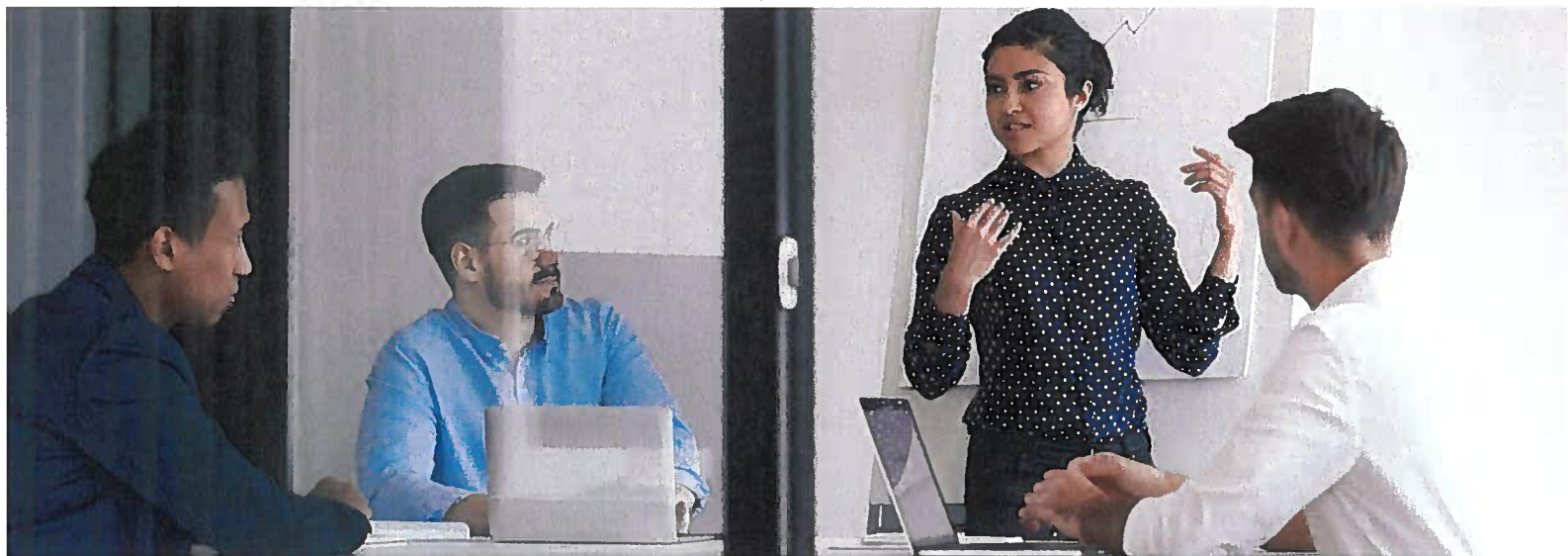
You, the proposed Insured, represent and warrant that the information provided by you in connection with the application for insurance is complete and accurate through the later of the date that (1) coverage is bound or (2) coverage becomes effective. You agree to immediately notify Segal, in writing, if any of the information included in the application changes between the date the application for quotation/insurance coverage is submitted and the later of (1) the date of the quotation or the date coverage is bound or (2) the effective date of coverage. You understand and acknowledge that the quoting insurance carriers may reserve the right to withdraw or amend any outstanding quotations based upon such changes and that Segal will not have any liability whatsoever for the decisions of any quoting insurance carriers based on any such changes.



## Your Organization May Need a Range of Insurance Coverage

Type of Insurance	Protection
Fiduciary liability coverage	Allegations of breach of fiduciary duty and administrative errors
Cyber liability coverage	Data incidents, breach events, ransomware or malware attacks and social engineering fraud at your organization or at one of your vendors
Employment practices liability	Allegations of harassment or discrimination in employment made by an employee or a third party (non-employee)
Fidelity bond (mandated by ERISA or LMRDA)	Losses related to employee to fraud, dishonesty, and/or third-party crime
Crime coverage	Losses related to theft and forgery, such as fraudulent electronic funds transfer coverage, manipulation of computer systems, including by employees and third-party losses, such as social engineering fraud
Educators' liability coverage	Allegations of improper or insufficient training or hiring practices including libel, slander, plagiarism and trademark/copyright violations
Directors' and officers' or union liability coverage	Allegations of malpractice (wrongful errors and omissions, fair representation or personal injury) against a board of directors or union officers, respectively
Employed lawyers coverage	Allegations of legal malpractice by in-house attorneys and legal assistants, including when "moonlighting" and providing pro bono legal services
Medical professional coverage	Allegations of wrongful medical professional practices and services including exposures to HIPAA proceedings
Errors and omissions (E&O) or managed care E&O coverage	Protection for acts of your professional services specifically tailored to meet the client services provided
Media insurance	Coverage for traditional electronic and print media as well as coverage crafted for social media, including defamation and copyright infringement
Student accident	Injury of students, volunteers or other participants in formal instruction or training programs
Travel accident coverage	Accidental death and dismemberment during business travel or available to students learning on the job
Workplace violence/ active shooter coverage	Indemnify for specific expenses, business interruption and third-party legal liability for a covered event
Business property coverage	Structural damage to owned, leased or rented property from fire, vandalism or theft
Business personal property coverage	Office equipment resulting from a covered loss on or off premises
Business income/ extra expense coverage	Forced closure due to direct physical loss or damage to premises resulting from a covered cause of loss
Business liability coverage	Business found legally responsible for causing injuries or damages to third parties
Business auto coverage	Owned or leased vehicles used for business purposes
Non-owned auto coverage	Employees using their personal vehicles for business purposes
Hired auto coverage	Autos leased, hired or borrowed by employees in the short term for business purposes

Type of Insurance	Protection
Umbrella liability coverage	Liability coverage in excess of primary liability policies including customized coverage
Flood and earthquake coverage	Property damage from a flood resulting from hurricanes, tropical storms and heavy rains as well as natural disasters such as earthquakes
Equipment breakdown coverage	Equipment failure due to a breakdown
Employee tools and equipment coverage	Tools and equipment used for training or business
Event cancellation	Unforeseen losses related to hosting cancelled or postponed covered events to protect your investment





City of Hollywood Employees Retirement Fund

# Public Officials Bond

**Policy No. 106745674**

September 13, 2024



333 West 34th Street  
 New York, NY 10001-2402  
 T 212.251.5000  
 F 212.251.5490  
 segalco.com  
 CA License No. 0106323

## Memorandum

**To:** Christine Bailey  
 Executive Director

**From:** Jacob Pearce  
 Associate Consultant, Insurance

**Date:** September 13, 2024

**Re:** **Public Officials Bond**  
**City of Hollywood Employees Retirement Fund**  
**Policy No. 106745674**

Thank you for the opportunity to provide a quotation for this year's renewal of the Public Officials bond. We recommend renewing coverage with the incumbent, Travelers, based on scope of coverage and competitive flat renewal premium.

Carrier	Premium	Limit of Liability	Retention	Response
Travelers	\$4,375 (0.0% change)	\$1.25-million	\$0	<b>Incumbent Quote</b> Key decision variables: scope of coverage, flat premium

Additional information is available in the attached sections. If you would like samples of any quoted policy forms or endorsements, please let us know.

Please provide binding instructions and all subjectivities before October 1, 2024. Binding instructions or subjectivities received after this date may result in changes or withdrawal of the quoted terms. Please note that insurance coverage cannot be bound or changed via email, voicemail, text or fax unless confirmed in writing by a licensed broker.

By sending us binding instructions, you consent to electronic delivery of any other documents required to be provided or disseminated by Segal to you under this agreement or applicable law, rule or regulation.

If you have any questions, please contact our client team:

- Broker:

Jacob Pearce  
Associate Consultant, Insurance  
346 330 0918  
[jpearce@segalco.com](mailto:jpearce@segalco.com)

- Lead Regional Consultant:

Matthew Jackson, RPLU, CCIC  
Senior Vice President  
212 251 5387  
[mjackson@segalco.com](mailto:mjackson@segalco.com)



# Table of Contents

Premium & Coverage Summary.....	1
Policy Analyses.....	2
Scope of Coverage.....	2
Limit of Liability.....	2
Premium.....	2
Continuity.....	2
Subjectivities.....	3
Travelers.....	3
Services and Compensation Disclosure.....	4
NY Regulation 194.....	4
FATCA.....	4
Supplemental Information & Disclosures.....	5
Notice of incident, claim or circumstances.....	5
Extended reporting period.....	5
Insured's obligation to notify the insurer.....	5
Insurance carrier ratings.....	6
Proposal advisory.....	6

# Premium & Coverage Summary<sup>1</sup>

Description	Expiring Terms	Renewal Terms
	Travelers	Travelers
<b>Policy Summary</b>		
Policy Period	10/01/2023– 10/01/2024	10/01/2024– 10/01/2025
Limit of Liability	\$1,250,000	\$1,250,000
Annual Premium	\$4,375	\$4,375
Retention	\$0	\$0
<b>Coverages/Endorsements</b>		
Guarantee Coverage Per Position	\$250,000	\$250,000

Covered Individuals	Position	Amount of Guarantee
Phyllis Shaw	Chair of Board	\$250,000
Robert Strauss	Secretary of the Board	\$250,000
Christine Bailey	Executive Director	\$250,000
Veron Sibble	Pension Coordinator	\$250,000
Barbara Armand	Vice Chair of Trustees	\$250,000

<sup>1</sup> These policy summaries are not an exhaustive list and are not legal interpretations of coverage. Insurance policies are legal contracts that counsel should review.

# | Policy Analyses

## **Scope of Coverage**

Travelers quoted the same scope of coverage as expiring based on the individuals listed above.

## **Limit of Liability**

Travelers quoted the same \$1,250,000 as expiring. Each individual listed above is guaranteed \$250,000 coverage.

## **Premium**

Travelers quoted a flat renewal for this year's Bond.

## **Continuity**

Continuity is a concept addressing the scope of coverage provided by a renewal policy from the incumbent carrier or a new policy from a new carrier. The policy in force when a claim is made will determine whether coverage is or is not provided. When renewing coverage with the incumbent or moving coverage to a new carrier, the insured should determine whether the renewal (or new) policy will provide at least the same scope of coverage as the expiring policy. In particular, a new carrier may wish to limit coverage in some fashion.

To maintain continuity, any additional policy exclusions, new Pending & Prior Litigation dates, and/or new Prior Acts dates should be reviewed.

# | Subjectivities

This section summarizes the additional information the carrier will require in order to bind coverage. All subjectivities must be reviewed by the carrier before coverage can be bound.

## Travelers

There are no subjectivities at this time.



# Services and Compensation Disclosure

Segal acknowledges that it is a “covered service provider” within the meaning of Section 408(b)(2) of ERISA when providing Services and will disclose any fees and other compensation it receives in accordance with the requirements of with ERISA Section 408(b)(2). Upon request, Segal will provide an annual statement describing the indirect compensation it received in the previous plan year. The insured agrees and acknowledges that it has received a copy of this Agreement for review reasonably in advance of entering into this Agreement and that the designation of Segal as a service provider, and any other transactions contemplated by this Agreement, are consistent with and permissible under the plan documents.

A copy of Segal’s firm-wide ERISA Section 408(b)(2) fee disclosure is available at <http://www.segalco.com/disclosure-of-compensation>.

## NY Regulation 194

A copy of Segal’s firm-wide NY Regulation 194 disclosure is available at <http://www.segalco.com/disclosure-of-compensation>.

## FATCA

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Segal does not provide tax advice so please contact your tax consultant for your obligation regarding to FATCA.

# Supplemental Information & Disclosures

While many insurance policies may follow a similar format, substantial differences exist between carriers. Segal recommends Insureds familiarize themselves with the policy's basic coverage features, especially those that require action on their part, and that legal counsel review all insurance policies.

## Notice of incident, claim or circumstances

Please carefully review any incident reporting instructions. Failure to timely and properly report a claim may jeopardize coverage for expenses or claims. In addition, you should retain copies of all insurance policies and coverage documents as well as incident reporting instructions after termination of the policies because in some cases you may need to report an incident after termination of a policy.

**Disclosure in an application does not meet these terms and conditions. All regulatory audits or investigations should be treated as a claim and noticed to the insurance carrier as soon as the first written communication from a regulatory agency is received.**

Notice must be in accordance with the policy's terms and conditions and must be sent to a designated address. All electronic claim notifications to be processed by Segal must be sent to [claims@segalco.com](mailto:claims@segalco.com). Please copy your broker team on any notification, but Segal is not responsible for the processing of any electronic claim notification if it is not addressed to [claims@segalco.com](mailto:claims@segalco.com).

## Extended reporting period

Should consideration be made to move coverage from one carrier to another, or there is a material change in terms and conditions, the Insured may also consider purchasing an Extended Reporting Period (ERP), commonly known as "Tail Coverage." An ERP provides the Insured additional time to report claims or circumstances that occurred up to the date of the policy's expiration. This coverage is available for an additional premium and period to be determined by the carrier. Some policies may also offer an automatic ERP for no additional premium. Please review your policy for specific terms and conditions.

## Insured's obligation to notify the insurer

In addition to an obligation to notice the insurer of any claim or circumstance as soon as practicable, the policy will, or may, obligate the Insured to provide notice to the insurer in other instances.

## Insurance carrier ratings

Insurance brokers rely on financial rating services such as A.M Best and Standard & Poor's. All financial ratings are subject to periodic review and therefore, it is important to obtain ratings from each service. If you need information about the financial statements of any of the insurance companies being proposed so you can make your own assessment of the financial strength of the companies being offered in this proposal, please contact us.

Both A.M. Best and Standard & Poor's websites can provide the publicly available information collected to enable you to make an informed decision to accept or reject a particular carrier. To learn more, please visit them at [www.ambest.com](http://www.ambest.com) and [www.spglobal.com](http://www.spglobal.com).

## Proposal advisory

This quote memo is a summary of coverage forms, limits of insurance, endorsements and other terms and conditions of the carrier quotations. Please review quotes and policies with legal counsel for specific terms, conditions, limitations, exclusions or the calculation of premiums that will govern in the event of a loss.

This quote memo does not amend, or otherwise affect, the provisions of coverage of any resulting insurance policy issued by any insurance company to you. It is your responsibility to check the policy or policies being purchased for accuracy.

This proposal is not a representation that coverage does or does not exist for any particular claim or loss under any policy. Coverage depends on the applicable provisions of the actual policy issued, the facts and circumstances involved in each claim or loss, and any applicable law.

You, the proposed Insured, represent and warrant that the information provided by you in connection with the application for insurance is complete and accurate through the later of the date that (1) coverage is bound or (2) coverage becomes effective. You agree to immediately notify Segal, in writing, if any of the information included in the application changes between the date the application for quotation/insurance coverage is submitted and the later of (1) the date of the quotation or the date coverage is bound or (2) the effective date of coverage. You understand and acknowledge that the quoting insurance carriers may reserve the right to withdraw or amend any outstanding quotations based upon such changes and that Segal will not have any liability whatsoever for the decisions of any quoting insurance carriers based on any such changes.

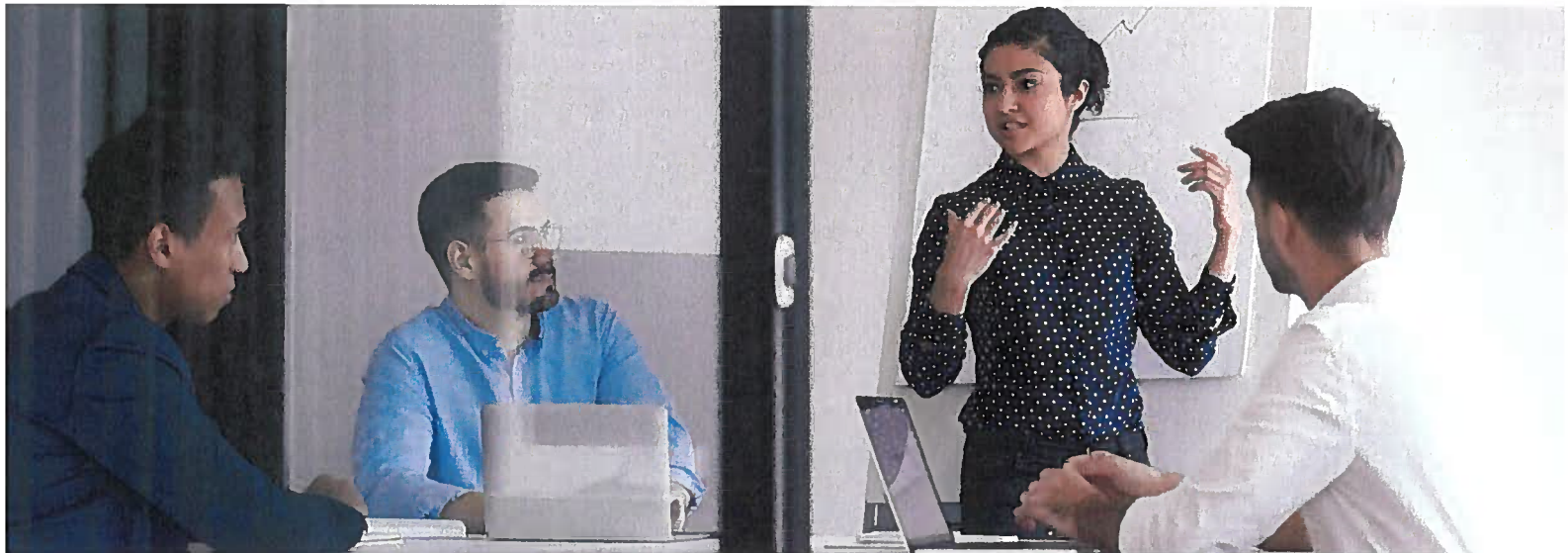


## Your Organization May Need a Range of Insurance Coverage

Type of Insurance	Protection
Fiduciary liability coverage	Allegations of breach of fiduciary duty and administrative errors
Cyber liability coverage	Data incidents, breach events, ransomware or malware attacks and social engineering fraud at your organization or at one of your vendors
Employment practices liability	Allegations of harassment or discrimination in employment made by an employee or a third party (non-employee)
Fidelity bond (mandated by ERISA or LMRDA)	Losses related to employee to fraud, dishonesty, and/or third-party crime
Crime coverage	Losses related to theft and forgery, such as fraudulent electronic funds transfer coverage, manipulation of computer systems, including by employees and third-party losses, such as social engineering fraud
Educators' liability coverage	Allegations of improper or insufficient training or hiring practices including libel, slander, plagiarism and trademark/copyright violations
Directors' and officers' or union liability coverage	Allegations of malpractice (wrongful errors and omissions, fair representation or personal injury) against a board of directors or union officers, respectively
Employed lawyers coverage	Allegations of legal malpractice by in-house attorneys and legal assistants, including when "moonlighting" and providing pro bono legal services
Medical professional coverage	Allegations of wrongful medical professional practices and services including exposures to HIPAA proceedings
Errors and omissions (E&O) or managed care E&O coverage	Protection for acts of your professional services specifically tailored to meet the client services provided
Media insurance	Coverage for traditional electronic and print media as well as coverage crafted for social media, including defamation and copyright infringement
Student accident	Injury of students, volunteers or other participants in formal instruction or training programs
Travel accident coverage	Accidental death and dismemberment during business travel or available to students learning on the job
Workplace violence/ active shooter coverage	Indemnify for specific expenses, business interruption and third-party legal liability for a covered event
Business property coverage	Structural damage to owned, leased or rented property from fire, vandalism or theft
Business personal property coverage	Office equipment resulting from a covered loss on or off premises
Business income/ extra expense coverage	Forced closure due to direct physical loss or damage to premises resulting from a covered cause of loss
Business liability coverage	Business found legally responsible for causing injuries or damages to third parties
Business auto coverage	Owned or leased vehicles used for business purposes
Non-owned auto coverage	Employees using their personal vehicles for business purposes



Type of Insurance	Protection
Hired auto coverage	Autos leased, hired or borrowed by employees in the short term for business purposes
Umbrella liability coverage	Liability coverage in excess of primary liability policies including customized coverage
Flood and earthquake coverage	Property damage from a flood resulting from hurricanes, tropical storms and heavy rains as well as natural disasters such as earthquakes
Equipment breakdown coverage	Equipment failure due to a breakdown
Employee tools and equipment coverage	Tools and equipment used for training or business
Event cancellation	Unforeseen losses related to hosting cancelled or postponed covered events to protect your investment





City of Hollywood Employees Retirement Fund

# Workplace Violence Insurance

**Policy Number: US00118842SP22A**

September 12, 2024



Jacob Pearce  
 Associate Insurance Consultant  
 M 346.330.0918  
 jpearce@segalco.com

333 West 34th Street  
 New York, NY 10001-2402  
 T 212.251.5000  
 F 212.251.5490  
 segalco.com  
 CA License No. 0106323

## Memorandum

**To:** Christine Bailey  
 Executive Director

**From:** Jacob Pearce  
 Associate Insurance Consultant

**Date:** September 12, 2024

**Re:** **Commercial Insurance**  
**City of Hollywood Employees Retirement Fund**  
**Policy Number: US00118842SP22A**

Thank you for the opportunity to provide a quotation for this year's renewal of Cyber Liability Insurance. We received a renewal quote from the incumbent carrier, Indian Harbor, and recommend renewing with them based on continuity, scope of coverage, and premium savings.

Carrier	Premium	Limit of Liability	Response
Indian Harbor	\$4,548 + \$227.40 Surplus Lines Taxes/Fees	\$3-million	<b>Incumbent Quote</b> Key decision variables: maintain continuity, capacity, scope of coverage, flat basic renewal premium

Additional information is available in the attached sections. If you would like samples of any quoted policy forms or endorsements, please let us know.

Please provide binding instructions and all subjectivities before October 1, 2024. Binding instructions or subjectivities received after this date may result in changes or withdrawal of the quoted terms. Please note that insurance coverage cannot be bound or changed via email, voicemail, text or fax unless confirmed in writing by a licensed broker.

By sending us binding instructions, you consent to electronic delivery of any other documents required to be provided or disseminated by Segal to you under this agreement or applicable law, rule or regulation.

If you have any questions, please contact our client team:

- Broker

Jacob Pearce  
Associate Insurance Consultant  
346.330.0918  
[jpearce@segalco.com](mailto:jpearce@segalco.com)

- Lead Regional Consultant:

Matthew Jackson, RPLU, CCIC  
Senior Vice President  
212.251.5387  
[mjackson@segalco.com](mailto:mjackson@segalco.com)

# Table of Contents

Premium and Coverage Summary .....	1
Policy Analyses.....	3
Limit of liability .....	3
Premium .....	3
Scope of Coverage.....	3
Surplus Lines Disclosure .....	3
Subjectivities.....	4
Indian Harbor.....	4
Services and Compensation Disclosure.....	5
NY Regulation 194 .....	5
FATCA.....	5
Supplemental Information & Disclosures.....	6
Notice of incident, claim or circumstances .....	6
Extended reporting period.....	6
Insured's obligation to notify the insurer.....	6
Insurance carrier ratings .....	7
Proposal advisory .....	7

# Premium and Coverage Summary\*

Description	Expiring Terms Indian Harbor	Renewal Indian Harbor
<b>Policy Summary</b>		
Policy Period	10/1/2023–10/1/2024	10/1/2024–10/1/2025
Limit of Liability	\$3-million	\$3-million
Basic Premium	\$4,548	\$4,548
Surplus Lines Taxes/Fees	\$239.90	\$227.40
Retention	\$0	\$0
<b>Coverages/Endorsements</b>		
Act of Workplace Violence Expense Coverage	✓	✓
Stalking Threat Expenses Per Event Coverage	✓	✓
3 <sup>rd</sup> Party Legal Liability per Insured Event Expenses Coverage	✓	✓
Amend Definition of Employee to include Trustee Endorsement	✓	✓
Business Interruption Indemnity Period	120 days	120 days
Business Interruption Waiting Period	6 hours	6 hours
Cancellation – 10 day notice by carrier	✓	✓
Consolidation-Merger – 90 day notice requirement due to change in revenue or assets > 25%	✓	✓
Crisis Management	✓	✓
Death Benefit Coverage	Included in Personal Accident Coverage	Included in Personal Accident Coverage
Duties in the event of Act of Workplace Violence and/or Stalking Threat	Notify the Proper Authorities and prompt written notice to the carrier and signed, sworn Statement of Loss within sixty (60) days	Notify the Proper Authorities and prompt written notice to the carrier and signed, sworn Statement of Loss within sixty (60) days
Event Protocols – Form Specific	✓	✓
Funeral and Burial Coverage	✓	✓
Off-Premises Endorsement for Name Insured's Employees Endorsement	✓	✓
Other Insurance Clause	✓	✓

\* These policy summaries are not an exhaustive list and are not legal interpretations of coverage. Insurance policies are legal contracts that counsel should review.

Description	Expiring Terms Indian Harbor	Renewal Indian Harbor
Personal Accident Expenses Per Insured Person Coverage	✓ \$50,000 Per Insured Person	✓ \$50,000 Per Insured Person
Property Damage Endorsement	x	✓
Psychiatric Care	✓	✓
Rehabilitation Expenses	✓	✓
Reward Money for Post Event Investigation Tips	✓	✓
State Amendatory Endorsement(s)	✓	✓
System Failure	✓	✓
Temporary Security Measures Coverage	✓	✓
Worldwide Coverage	✓	✓

# | Policy Analyses

## **Limit of liability**

Indian Harbor has quoted the same \$3-million aggregate limit of liability as expiring. Higher limits may be available upon request.

## **Premium**

Indian Harbor quoted the same basic premium as expiring and remains competitive in the current market.

Please note, the Indian Harbor quotes are written on a Non-Admitted basis and subject to additional Surplus Lines Taxes and Fees, which decreased by \$12.50 (5.2%) from the expiring.

## **Scope of Coverage**

Indian Harbor quoted the same scope of coverage as the expiring.

## **Surplus Lines Disclosure**

The quotes received from Indian Harbor Insurance Company are available only on an excess and surplus lines basis in most states. The premium would be subject to an excess and surplus lines tax, and a filing fee. Because this policy is available only on an excess and surplus lines basis, the insured has no recourse with the state's insurance department if there are any disputes with the carrier, or the carrier becomes insolvent.



# | Subjectivities

This section summarizes the additional information the carrier will require to bind coverage.

## Indian Harbor

- Surplus Lines disclosures -TBD.
- Confirmation of No Changes to the Fully Completed and Signed Application Provided.
- This quote is subject to confirmation of no prior violent threats/violent incidents/violent events/criminal events as of the binding date.



# Services and Compensation Disclosure

Segal acknowledges that it is a “covered service provider” within the meaning of Section 408(b)(2) of ERISA when providing Services and will disclose any fees and other compensation it receives in accordance with the requirements of with ERISA Section 408(b)(2). Upon request, Segal will provide an annual statement describing the indirect compensation it received in the previous plan year. The insured agrees and acknowledges that it has received a copy of this Agreement for review reasonably in advance of entering into this Agreement and that the designation of Segal as a service provider, and any other transactions contemplated by this Agreement, are consistent with and permissible under the plan documents.

A copy of Segal’s firm-wide ERISA Section 408(b)(2) fee disclosure is available at <http://www.segalco.com/disclosure-of-compensation>.

## NY Regulation 194

A copy of Segal’s firm-wide NY Regulation 194 disclosure is available at <http://www.segalco.com/disclosure-of-compensation>.

## FATCA

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Segal does not provide tax advice so please contact your tax consultant for your obligation regarding to FATCA.

# Supplemental Information & Disclosures

While many insurance policies may follow a similar format, substantial differences exist between carriers. Segal recommends Insureds familiarize themselves with the policy's basic coverage features, especially those that require action on their part, and that legal counsel review all insurance policies.

## Notice of incident, claim or circumstances

Please carefully review any incident reporting instructions. Failure to timely and properly report a claim may jeopardize coverage for expenses or claims. In addition, you should retain copies of all insurance policies and coverage documents as well as incident reporting instructions after termination of the policies because in some cases you may need to report an incident after termination of a policy.

**Disclosure in an application does not meet these terms and conditions. All regulatory audits or investigations should be treated as a claim and noticed to the insurance carrier as soon as the first written communication from a regulatory agency is received.**

Notice must be in accordance with the policy's terms and conditions and must be sent to a designated address. All electronic claim notifications to be processed by Segal must be sent to [claims@segalco.com](mailto:claims@segalco.com). Please copy your broker team on any notification, but Segal is not responsible for the processing of any electronic claim notification if it is not addressed to [claims@segalco.com](mailto:claims@segalco.com).

## Extended reporting period

Should consideration be made to move coverage from one carrier to another, or there is a material change in terms and conditions, the Insured may also consider purchasing an Extended Reporting Period (ERP), commonly known as "Tail Coverage." An ERP provides the Insured additional time to report claims or circumstances that occurred up to the date of the policy's expiration. This coverage is available for an additional premium and period to be determined by the carrier. Some policies may also offer an automatic ERP for no additional premium. Please review your policy for specific terms and conditions.

## Insured's obligation to notify the insurer

In addition to an obligation to notice the insurer of any claim or circumstance as soon as practicable, the policy will, or may, obligate the Insured to provide notice to the insurer in other instances.

## Insurance carrier ratings

Insurance brokers rely on financial rating services such as A.M Best and Standard & Poor's. All financial ratings are subject to periodic review and therefore, it is important to obtain ratings from each service. If you need information about the financial statements of any of the insurance companies being proposed so you can make your own assessment of the financial strength of the companies being offered in this proposal, please contact us.

Both AM Best and Standard & Poor's websites can provide the publicly available information collected to enable you to make an informed decision to accept or reject a particular carrier. To learn more, please visit them at [www.ambest.com](http://www.ambest.com) and [www.spglobal.com](http://www.spglobal.com).

## Proposal advisory

This quote memo is a summary of coverage forms, limits of insurance, endorsements and other terms and conditions of the carrier quotations. Please review quotes and policies with legal counsel for specific terms, conditions, limitations, exclusions or the calculation of premiums that will govern in the event of a loss.

This quote memo does not amend, or otherwise affect, the provisions of coverage of any resulting insurance policy issued by any insurance company to you. It is your responsibility to check the policy or policies being purchased for accuracy.

This proposal is not a representation that coverage does or does not exist for any particular claim or loss under any policy. Coverage depends on the applicable provisions of the actual policy issued, the facts and circumstances involved in each claim or loss, and any applicable law.

You, the proposed Insured, represent and warrant that the information provided by you in connection with the application for insurance is complete and accurate through the later of the date that (1) coverage is bound or (2) coverage becomes effective. You agree to immediately notify Segal, in writing, if any of the information included in the application changes between the date the application for quotation/insurance coverage is submitted and the later of (1) the date of the quotation or the date coverage is bound or (2) the effective date of coverage. You understand and acknowledge that the quoting insurance carriers may reserve the right to withdraw or amend any outstanding quotations based upon such changes and that Segal will not have any liability whatsoever for the decisions of any quoting insurance carriers based on any such changes.



## Your Organization May Need a Range of Insurance Coverage

Type of Insurance	Protection
Fiduciary liability coverage	Allegations of breach of fiduciary duty and administrative errors
Cyber liability coverage	Data incidents, breach events, ransomware or malware attacks and social engineering fraud at your organization or at one of your vendors
Employment practices liability	Allegations of harassment or discrimination in employment made by an employee or a third party (non-employee)
Fidelity bond (mandated by ERISA or LMRDA)	Losses related to employee to fraud, dishonesty, and/or third-party crime
Crime coverage	Losses related to theft and forgery, such as fraudulent electronic funds transfer coverage, manipulation of computer systems, including by employees and third-party losses, such as social engineering fraud
Educators' liability coverage	Allegations of improper or insufficient training or hiring practices including libel, slander, plagiarism and trademark/copyright violations
Directors' and officers' or union liability coverage	Allegations of malpractice (wrongful errors and omissions, fair representation or personal injury) against a board of directors or union officers, respectively
Employed lawyers coverage	Allegations of legal malpractice by in-house attorneys and legal assistants, including when "moonlighting" and providing pro bono legal services
Medical professional coverage	Allegations of wrongful medical professional practices and services including exposures to HIPAA proceedings
Errors and omissions (E&O) or managed care E&O coverage	Protection for acts of your professional services specifically tailored to meet the client services provided
Media insurance	Coverage for traditional electronic and print media as well as coverage crafted for social media, including defamation and copyright infringement
Student accident	Injury of students, volunteers or other participants in formal instruction or training programs
Travel accident coverage	Accidental death and dismemberment during business travel or available to students learning on the job
Workplace violence/ active shooter coverage	Indemnify for specific expenses, business interruption and third-party legal liability for a covered event
Business property coverage	Structural damage to owned, leased or rented property from fire, vandalism or theft
Business personal property coverage	Office equipment resulting from a covered loss on or off premises
Business income/ extra expense coverage	Forced closure due to direct physical loss or damage to premises resulting from a covered cause of loss
Business liability coverage	Business found legally responsible for causing injuries or damages to third parties
Business auto coverage	Owned or leased vehicles used for business purposes
Non-owned auto coverage	Employees using their personal vehicles for business purposes
Hired auto coverage	Autos leased, hired or borrowed by employees in the short term for business purposes

Type of Insurance	Protection
Umbrella liability coverage	Liability coverage in excess of primary liability policies including customized coverage
Flood and earthquake coverage	Property damage from a flood resulting from hurricanes, tropical storms and heavy rains as well as natural disasters such as earthquakes
Equipment breakdown coverage	Equipment failure due to a breakdown
Employee tools and equipment coverage	Tools and equipment used for training or business
Event cancellation	Unforeseen losses related to hosting cancelled or postponed covered events to protect your investment





CRISIS MANAGEMENT & RESILIENCE TRAINING

# WORKPLACE VIOLENCE

**S-RM can help you prepare for a crisis with confidence, operate safely when abroad, respond effectively and recover with increased resilience afterwards.**

Our sharp thinking, intelligent planning, energy and attention to detail underwrite the strong, durable relationships we build with our clients. Being their 'trusted adviser' during a crisis also makes us a natural fit as their 'training partner'.

**Workplace violence (WPV) is any violent act directed towards another person at work. The term covers a range of behaviour, including overt acts of violence, threats and other conduct that generate a reasonable concern for other people's safety.**

Broadly defined, WPV is an act in which another person is bullied, abused, threatened, intimidated, harassed or assaulted at their place of work or during off-site work-related events. Provided a connection exists to the workplace, anyone can be the victim of such violence.

We will work with you to raise awareness of the risk and offer practically focused advice, tips, and best practice. Our services include the following:

## CORE WPV SERVICES

- One free 30-minute conference call to review your crisis management preparedness (linked to your insurance premium)
- Additional bespoke WPV crisis management services are also available, at your cost and payable direct to S-RM:
- 60-min call with key stakeholders with written recommendations
- A conference call followed by on-site meeting(s) to discuss/recommend requirements in detail
- A similar programme followed by a half-day table top exercise

## ADDITIONAL CRISIS MANAGEMENT SERVICES

Additional training and planning services are available on request and subject to detailed requirement. Such services are negotiated directly and payable direct to S-RM:

- Crisis Management Planning
- Crisis Management Training
- Managing the families of victims
- Active Assailant Response



## CASE STUDIES

### USA THREAT TO LIFE

A longtime manager at a Walmart store in the US state of Virginia shot dead six people and injured six others.

- Officers were called to the busy branch in Chesapeake after gunman opened fire on colleagues in a staff room.
- He then turned the gun on himself and died of a self-inflicted gunshot wound.
- No clear motive for the shooting.
- Police identified the gunman as 31-year-old Andre Bing. They said he was armed with a handgun as well as multiple magazines.
- Walmart said he was an "overnight team lead" who had been employed there since 2010.

### USA THREAT TO LIFE

Employees at a medical clinic received death threats from the spouse of another employee who had been conducting an illicit relationship with a co-worker. The co-worker was found shot dead the following day. The woman's widower then threatened to kill his dead wife's lover.

- We worked with senior leaders to assess the threat and risk.
- Enhanced security protocols were recommended.
- Escalation protocols were drafted and robust risk mitigation put in place.
- We advised on best practice working with Law Enforcement.

### SOUTH AFRICA THREAT TO LIFE

A South African university had previously shared building space with a multinational professional services company. A mentally unstable individual sought sponsorship from the university and was rejected, causing him to mount a campaign of harassment against the CEO.

- A restraining order was granted by the courts.
- The individual threatened to kill employees of the company now occupying the building.
- We worked with the client to assess the risk.
- Physical and procedural security advice was given to contain the threat.
- Formal legal action was set in hand against the individual.

#### KEY STATISTICS

**2 million**  
victims of workplace  
violence annually.

HEALTHCARE  
WORKERS ARE  
MOST OFTEN  
AFFECTED.

**7%**  
of fatalities that occurred in  
the workplace were caused by  
hitting, kicking, beating, and/  
or pushing

**30,000**  
sexual assaults in the  
workplace reported by  
women annually

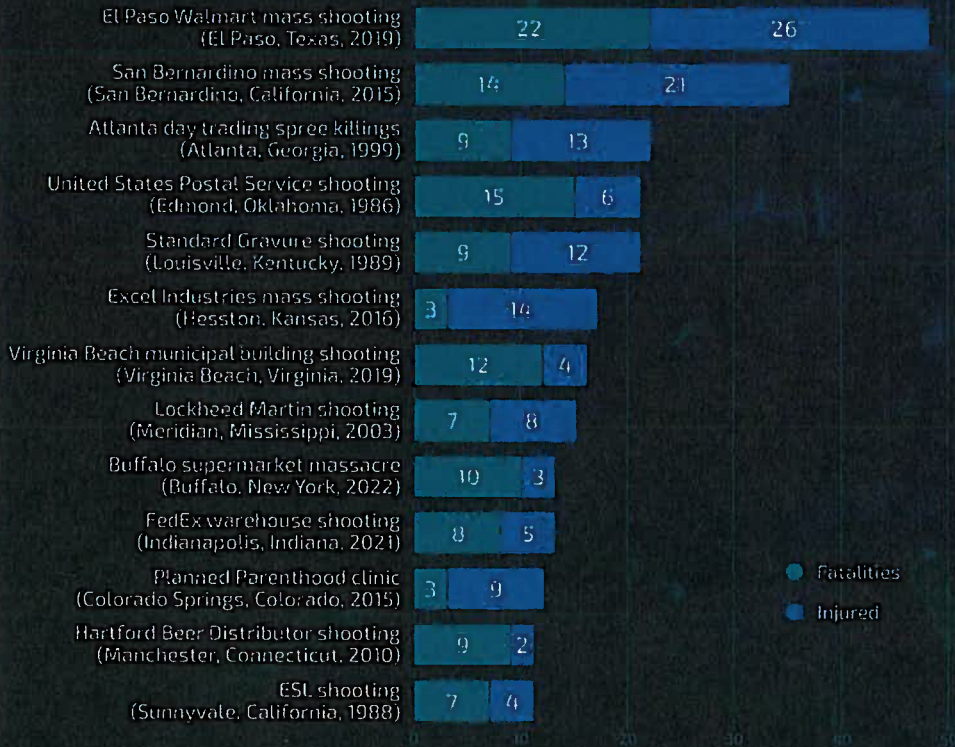
**60.4 million**  
Americans have been  
bullied while working

By April 2021, there were  
26 victims of workplace  
shootings

ONE IN SEVEN PEOPLE  
FEEL UNSAFE IN THE  
WORKPLACE



## Number of Victims of Workplace Shootings in the US



Source: Statista

## REFERENCES AND RESOURCES

US Department of Labor Occupational Safety & Health [Read more](#)

Canadian Centre for Occupational Health & Safety [Read more](#)

UK Health & Safety Executive [Read more](#)

Safe Work Australia [Read more](#)

European Agency for Safety & Health [Read more](#)

Society for HR Management [Read more](#)

## SPEAK TO OUR EXPERTS



**PETER DOHERTY**  
Head of Crisis Response  
[p.doherty@s-rminform.com](mailto:p.doherty@s-rminform.com)



**PAUL PADMAN**  
Deputy Head of Crisis Response  
[p.padman@s-rminform.com](mailto:p.padman@s-rminform.com)



**DAVID LAWSON**  
Crisis Response, Resilience & Training  
[d.lawson@s-rminform.com](mailto:d.lawson@s-rminform.com)



**CM TRAINING**  
[CMTraining@s-rminform.com](mailto:CMTraining@s-rminform.com)



City of Hollywood Employees Retirement Fund  
**Fidelity Bond Coverage**

**Policy Number: SHC31210157**

September 13, 2024



Jacob Pearce  
 Associate Insurance Consultant  
 M 346.330.0918  
 jpearce@segalco.com

333 West 34th Street  
 New York, NY 10001-2402  
 T 212.251.5000  
 F 212.251.5490  
 segalco.com  
 CA License No. 0106323

## Memorandum

**To:** Christine Bailey  
 Executive Director

**From:** Jacob Pearce  
 Associate Insurance Consultant

**Date:** September 13, 2024

**Re:** **Fidelity Bond Coverage**  
**City of Hollywood Employees Retirement Fund**  
**Policy Number: SHC31210157**

Thank you for the opportunity to provide quotations for this year's renewal of Fidelity Bond coverage. We received quotes from the incumbent carrier, Encore/Hudson, and recommend renewing with them based on their broad scope of coverage including a broad definition of "Employee."

Carrier	Premium 3 year	Limit of Liability	Response
Encore/Hudson	\$17,004	\$3-million per loss	<b>Incumbent Quote</b> Key decision variables: broad scope of coverage, capacity

Additional information is available in the attached sections. If you would like samples of any quoted policy forms or endorsements, please let us know.

Please provide binding instructions and all subjectivities before October 1, 2024. Binding instructions or subjectivities received after this date may result in changes or withdrawal of the quoted terms. Please note that insurance coverage cannot be bound or changed via email, voicemail, text or fax unless confirmed in writing by a licensed broker.

By sending us binding instructions, you consent to electronic delivery of any other documents required to be provided or disseminated by Segal to you under this agreement or applicable law, rule or regulation.

If you have any questions, please contact our client team:

- Broker

Jacob Pearce  
Associate Insurance Consultant  
346.330.0918  
[jpearce@segalco.com](mailto:jpearce@segalco.com)

- Lead Regional Consultant:

Matthew Jackson, RPLU, CCIC  
Senior Vice President  
212.251.5387  
[mjackson@segalco.com](mailto:mjackson@segalco.com)

# Table of Contents

Premium & Coverage Summary .....	1
Proposal Analyses .....	2
Scope of coverage .....	2
Limit of liability .....	2
Premium .....	2
Carrier Subjectivities .....	3
Encore/Hudson .....	3
Services and Compensation Disclosure .....	4
NY Regulation 194 .....	4
FATCA .....	4
Supplemental Information & Disclosures .....	5
Notice of incident, claim or circumstances .....	5
Extended reporting period .....	5
Insured's obligation to notify the insurer .....	5
Insurance carrier ratings .....	6
Proposal advisory .....	6

# Premium & Coverage Summary\*

Description	Expiring Terms Euclid/Hudson	Renewal Quote Encore/Hudson
<b>Policy Summary</b>		
Policy Period	9/27/2021 – 10/1/2024	10/1/2024 – 10/1/2027
Limit of Liability	\$3 million	\$3 million
Basic Premium	\$15,213 (approx. \$15,090 three-year basis)	\$17,004
Deductible	\$25,000	\$25,000
<b>Coverages/ Endorsements</b>		
ERISA Fraud & Dishonesty	✓	✓
Outside Agents Coverage	✓ "natural person handling ERISA Plan assets...whether or not required to be bonded by ERISA"	✓ "natural person handling ERISA Plan assets...whether or not required to be bonded by ERISA"
Social Engineering Fraud Coverage	✓ \$100,000 sublimit, \$25,000 retention	✓ \$100,000 sublimit, \$25,000 retention
Non-Employee 3 <sup>rd</sup> Party Computer Fraud	✓	✓
Non-Employee 3 <sup>rd</sup> Party Forgery	✓	✓
Non-Employee 3 <sup>rd</sup> Party Funds Transfer Fraud	✓	✓
Non-Employee 3 <sup>rd</sup> Party Money Orders & Counterfeit Currency Fraud	✓	✓
Investigative Expense Coverage	✓ \$10,000 sublimit, \$0 retention	✓ \$10,000 sublimit, \$0 retention
Duties in the event of Loss	As soon as possible, within 90 days, signed statement, proof of loss within 120 days	As soon as possible, within 90 days, signed statement, proof of loss within 120 days
Extended Discovery Period	One year	One year
Inflation Guard	✓	✓
Loss Discovered	✓	✓

\* These policy summaries are not an exhaustive list and are not legal interpretations of coverage. Insurance policies are legal contracts that counsel should review.

# Proposal Analyses

## Scope of coverage

Encore/Hudson's definition of "Employee" continues to automatically include employees, Trustees, and "any other natural person who handles Employee Benefit Plan assets" whether or not required to be bonded by ERISA while in the service to any Insured Plan.

Please note that Encore/Hudson's renewal quote continues to provide coverage for common Non-Employee 3<sup>rd</sup> Party exposures: Forgery, Computer Fraud, Funds Transfer Fraud, and Social Engineering Fraud coverages. These coverages are not required, but are typically recommended.

Encore/Hudson also provides a \$10,000 sublimit for Expense coverage for costs incurred to establish the existence and amount of covered loss.

## Limit of liability

Since the inception of ERISA, new technology has been introduced, risk issues have evolved, and assets have increased. Further, inflation has devalued ERISA's original bond limit requirement of 10 percent of handled assets up to \$500,000. A DOL Field Assistance Bulletin, available [here](#), confirms that nothing precludes a Fund from purchasing a higher bond limit than what is required.

Most bonds provide coverage on a "per occurrence" basis, which means that the bond's limits of liability apply anew to each unrelated loss discovered during the bond's term. If more than one Fund is covered on the same bond, the limit must equal at least the sum of each Fund's individual required limit.

## Premium

Encore/Hudson quoted a three-year premium increase of approximately \$1,914 (12.7%) based on updated rating factors since the bond was last renewed in 2021.



# Carrier Subjectivities

This section summarizes the additional information the carrier will require to bind coverage.

## Encore/Hudson

- There are no subjectivities at this time.

# Services and Compensation Disclosure

Segal acknowledges that it is a “covered service provider” within the meaning of Section 408(b)(2) of ERISA when providing Services and will disclose any fees and other compensation it receives in accordance with the requirements of with ERISA Section 408(b)(2). Upon request, Segal will provide an annual statement describing the indirect compensation it received in the previous plan year. The insured agrees and acknowledges that it has received a copy of this Agreement for review reasonably in advance of entering into this Agreement and that the designation of Segal as a service provider, and any other transactions contemplated by this Agreement, are consistent with and permissible under the plan documents.

A copy of Segal's firm-wide ERISA Section 408(b)(2) fee disclosure is available at <http://www.segalco.com/disclosure-of-compensation>.

## NY Regulation 194

A copy of Segal's firm-wide NY Regulation 194 disclosure is available at <http://www.segalco.com/disclosure-of-compensation>.

## FATCA

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Segal does not provide tax advice so please contact your tax consultant for your obligation regarding to FATCA.

# Supplemental Information & Disclosures

While many insurance policies may follow a similar format, substantial differences exist between carriers. Segal recommends Insureds familiarize themselves with the policy's basic coverage features, especially those that require action on their part, and that legal counsel review all insurance policies.

## Notice of incident, claim or circumstances

Please carefully review any incident reporting instructions. Failure to timely and properly report a claim may jeopardize coverage for expenses or claims. In addition, you should retain copies of all insurance policies and coverage documents as well as incident reporting instructions after termination of the policies because in some cases you may need to report an incident after termination of a policy.

**Disclosure in an application does not meet these terms and conditions. All regulatory audits or investigations should be treated as a claim and noticed to the insurance carrier as soon as the first written communication from a regulatory agency is received.**

Notice must be in accordance with the policy's terms and conditions and must be sent to a designated address. All electronic claim notifications to be processed by Segal must be sent to [claims@segalco.com](mailto:claims@segalco.com). Please copy your broker team on any notification, but Segal is not responsible for the processing of any electronic claim notification if it is not addressed to [claims@segalco.com](mailto:claims@segalco.com).

## Extended reporting period

Should consideration be made to move coverage from one carrier to another, or there is a material change in terms and conditions, the Insured may also consider purchasing an Extended Reporting Period (ERP), commonly known as "Tail Coverage." An ERP provides the Insured additional time to report claims or circumstances that occurred up to the date of the policy's expiration. This coverage is available for an additional premium and period to be determined by the carrier. Some policies may also offer an automatic ERP for no additional premium. Please review your policy for specific terms and conditions.

## Insured's obligation to notify the insurer

In addition to an obligation to notice the insurer of any claim or circumstance as soon as practicable, the policy will, or may, obligate the Insured to provide notice to the insurer in other instances.

## Insurance carrier ratings

Insurance brokers rely on financial rating services such as A.M Best and Standard & Poor's. All financial ratings are subject to periodic review and therefore, it is important to obtain ratings from each service. If you need information about the financial statements of any of the insurance companies being proposed so you can make your own assessment of the financial strength of the companies being offered in this proposal, please contact us.

Both A.M. Best and Standard & Poor's websites can provide the publicly available information collected to enable you to make an informed decision to accept or reject a particular carrier. To learn more, please visit them at [www.ambest.com](http://www.ambest.com) and [www.spglobal.com](http://www.spglobal.com).

## Proposal advisory

This quote memo is a summary of coverage forms, limits of insurance, endorsements and other terms and conditions of the carrier quotations. Please review quotes and policies with legal counsel for specific terms, conditions, limitations, exclusions or the calculation of premiums that will govern in the event of a loss.

This quote memo does not amend, or otherwise affect, the provisions of coverage of any resulting insurance policy issued by any insurance company to you. It is your responsibility to check the policy or policies being purchased for accuracy.

This proposal is not a representation that coverage does or does not exist for any particular claim or loss under any policy. Coverage depends on the applicable provisions of the actual policy issued, the facts and circumstances involved in each claim or loss, and any applicable law.

You, the proposed Insured, represent and warrant that the information provided by you in connection with the application for insurance is complete and accurate through the later of the date that (1) coverage is bound or (2) coverage becomes effective. You agree to immediately notify Segal, in writing, if any of the information included in the application changes between the date the application for quotation/insurance coverage is submitted and the later of (1) the date of the quotation or the date coverage is bound or (2) the effective date of coverage. You understand and acknowledge that the quoting insurance carriers may reserve the right to withdraw or amend any outstanding quotations based upon such changes and that Segal will not have any liability whatsoever for the decisions of any quoting insurance carriers based on any such changes.



## Your Organization May Need a Range of Insurance Coverage

Type of Insurance	Protection
Fiduciary liability coverage	Allegations of breach of fiduciary duty and administrative errors
Cyber liability coverage	Data incidents, breach events, ransomware or malware attacks and social engineering fraud at your organization or at one of your vendors
Employment practices liability	Allegations of harassment or discrimination in employment made by an employee or a third party (non-employee)
Fidelity bond (mandated by ERISA or LMRDA)	Losses related to employee to fraud, dishonesty, and/or third-party crime
Crime coverage	Losses related to theft and forgery, such as fraudulent electronic funds transfer coverage, manipulation of computer systems, including by employees and third-party losses, such as social engineering fraud
Educators' liability coverage	Allegations of improper or insufficient training or hiring practices including libel, slander, plagiarism and trademark/copyright violations
Directors' and officers' or union liability coverage	Allegations of malpractice (wrongful errors and omissions, fair representation or personal injury) against a board of directors or union officers, respectively
Employed lawyers coverage	Allegations of legal malpractice by in-house attorneys and legal assistants, including when "moonlighting" and providing pro bono legal services
Medical professional coverage	Allegations of wrongful medical professional practices and services including exposures to HIPAA proceedings
Errors and omissions (E&O) or managed care E&O coverage	Protection for acts of your professional services specifically tailored to meet the client services provided
Media insurance	Coverage for traditional electronic and print media as well as coverage crafted for social media, including defamation and copyright infringement
Student accident	Injury of students, volunteers or other participants in formal instruction or training programs
Travel accident coverage	Accidental death and dismemberment during business travel or available to students learning on the job
Workplace violence/ active shooter coverage	Indemnify for specific expenses, business interruption and third-party legal liability for a covered event
Business property coverage	Structural damage to owned, leased or rented property from fire, vandalism or theft
Business personal property coverage	Office equipment resulting from a covered loss on or off premises
Business income/ extra expense coverage	Forced closure due to direct physical loss or damage to premises resulting from a covered cause of loss
Business liability coverage	Business found legally responsible for causing injuries or damages to third parties
Business auto coverage	Owned or leased vehicles used for business purposes
Non-owned auto coverage	Employees using their personal vehicles for business purposes
Hired auto coverage	Autos leased, hired or borrowed by employees in the short term for business purposes

Type of Insurance	Protection
Umbrella liability coverage	Liability coverage in excess of primary liability policies including customized coverage
Flood and earthquake coverage	Property damage from a flood resulting from hurricanes, tropical storms and heavy rains as well as natural disasters such as earthquakes
Equipment breakdown coverage	Equipment failure due to a breakdown
Employee tools and equipment coverage	Tools and equipment used for training or business
Event cancellation	Unforeseen losses related to hosting cancelled or postponed covered events to protect your investment





City of Hollywood General Employees Retirement Fund

# Fiduciary Liability Insurance

**Primary Policy Number: SFD31211202**

September 13, 2024



Jacob Pearce  
 Associate Insurance Consultant  
 M 346.330.0918  
 jpearce@segalco.com

333 West 34th Street  
 New York, NY 10001-2402  
 T 212.251.5000  
 F 212.251.5490  
 segalco.com  
 CA License No. 0I06323

## Memorandum

**To:** Christine Bailey  
 Executive Director

**From:** Jacob Pearce  
 Associate Insurance Consultant

**Date:** September 13, 2024

**Re:** **Fiduciary Liability Insurance**  
**City of Hollywood General Employees Retirement Fund**  
**Primary Policy Number: SFD31211202**

Thank you for the opportunity to provide quotations for this year's renewal of Fiduciary Liability Insurance. We obtained quotes from the incumbent carriers, Encore/Hudson (formerly Euclid/Hudson), Ullico/Markel, and Chubb.

We recommend renewing coverage with the incumbent carriers based on the continuity, scope of coverage, and competitive premium change.

Carrier	Premium	Limit of Liability	Response
Euclid/Hudson	\$81,438	\$5 million	<b>Incumbent Options</b> Key decision variables: maintain continuity, capacity, scope of coverage, competitive renewal premium
Ullico/Markel	\$33,495	\$5 million	
Chubb	\$27,839	\$5 million	
Total	\$142,772+ \$1,432.22 FL Surcharge	\$15 million	\$2,164 (1.5%) combined increase

Additional information is available in the attached sections. If you would like samples of any quoted policy forms or endorsements, please let us know.

Kindly provide binding instructions before October 1, 2024. Binding instructions received after this date may result in changes or withdrawal of the quoted terms. Please note that insurance coverage cannot be bound or changed via email, voicemail, text or fax unless confirmed in writing by a licensed broker.

By sending us binding instructions, you consent to electronic delivery of any other documents required to be provided or disseminated by Segal to you under this agreement or applicable law, rule or regulation.



If you have any questions, please contact our client team:

- Broker

Jacob Pearce  
Associate Insurance Consultant  
346.330.0918  
[jpearce@segalco.com](mailto:jpearce@segalco.com)

- Lead Regional Consultant:

Matthew Jackson, RPLU, CCIC  
Senior Vice President  
212.251.5387  
[mjackson@segalco.com](mailto:mjackson@segalco.com)

# Table of Contents

Premium and Coverage Summary .....	1
Primary .....	1
First Excess .....	3
Second Excess .....	4
Policy Analyses .....	5
Scope of coverage .....	5
Limit of liability .....	5
Premium .....	6
Continuity of coverage .....	6
Subjectivities .....	7
Encore/Hudson .....	7
Ullico/Markel .....	7
Chubb .....	7
Trustee List .....	7
Services and Compensation Disclosure .....	8
NY Regulation 194 .....	8
FATCA .....	8
Supplemental Information & Disclosures .....	9
Notice of incident, claim or circumstances .....	9
Extended reporting period .....	9
Insured's obligation to notify the insurer .....	9
Insurance carrier ratings .....	10
Proposal advisory .....	10

# Premium and Coverage Summary\*

## Primary

Description	Expiring Terms Euclid/Hudson	Renewal Quote Encore/Hudson
<b>Policy Summary</b>		
Policy Period	10/01/2023 – 10/01/2024	10/01/2024 – 10/01/2025
Limit of Liability	\$5 million	\$5 million
Basic Premium	\$79,274	\$81,438
Waiver of Recourse Premium	\$150	\$150
State Surcharge	\$1,350.63	\$815.88
Retention	\$0 Non indemnifiable loss \$50,000 Indemnifiable loss	\$0 Non indemnifiable loss \$50,000 Indemnifiable loss
<b>Coverages/ Endorsements</b>		
Administrative Errors & Omissions	✓	✓
Conduct Exclusions – Final Adjudication	✓	✓
Duty to Defend	✓	✓
Enforcement Agency Interview Coverage	✓	✓
First Party Benefit Overpayment Coverage	✓ \$100,000 sublimit for miscalculations	✓ \$100,000 sublimit for miscalculations
First Party Cyber Reimbursement	✓ \$100,000 sublimit	✓ \$100,000 sublimit
HIPAA Fines/Penalties	✓	✓
IRC 4975 Tax Coverage	✓	✓
Managed Care E&O Coverage	✓	✓
Miscellaneous Regulatory Penalty Coverage	✓ \$250,000 sublimit	✓ \$250,000 sublimit
No Hammer/Settlement Clause	✓	✓
Non-Cancellable Except for non Payment	✓	✓
Non-Fiduciary Defense	✓ \$2-million sublimit	✓ \$5-million sublimit
Pending and Prior Litigation Exclusion	✓ 09/04/1998	✓ 09/04/1998
PPACA Fines/Penalties	✓	✓

\* These policy summaries are not an exhaustive list and are not legal interpretations of coverage. Insurance policies are legal contracts that counsel should review.

Description	Expiring Terms Euclid/Hudson	Renewal Quote Encore/Hudson
Pre-Claim Investigation Coverage	✓ Any "federal, state, or local law enforcement or governmental authority"	✓ Any "federal, state, or local law enforcement or governmental authority"
Prior Notice Exclusion	✓	✓
Section 203 Bipartisan Act Penalty Coverage	✓	✓
Selection of Defense Counsel	✓	✓
Settlor/Plan Sponsor Coverage	✓	✓
Severability Coverage	✓	✓
Specific Claim/Matter Exclusion – The City of Hollywood v. The Board of Trustees of the Employees Retirement Fund of the City of Hollywood, etal., Judicial Circuit In and For Broward County, Florida Circuit Court Case CACE 15-017333	✓	✓
Specific Claim/Matter Exclusion – RLI Claim # 00413206	✓	✓
Spousal Coverage	✓	✓
State Amendatory Endorsement(s)	✓	✓
Surcharge/Equitable Relief Coverage	✓	✓
Voluntary Settlement Program	✓ \$250,000 sublimit One Reinstatement	✓ \$250,000 sublimit One Reinstatement

# First Excess

Description	Expiring Terms Ullico/Market	Renewal Quote Ullico/Market
<b>Policy Summary</b>		
Policy Period	10/1/2022-10/1/2023	10/1/2024-10/1/2025
Limit of Liability	\$5-million	\$5-million
Basic Premium	\$33,495	\$33,495
Waiver of Recourse Premium	\$150	\$150
State Surcharge	\$572.40	\$336.45
Retention	\$5-million	\$5-million
<b>Coverages/Endorsements</b>		
First Party Benefit Overpayment Coverage	✓ \$100,000 dropdown	✓ \$100,000 dropdown
First Party Cyber Reimbursement	✓ \$100,000 dropdown	✓ \$100,000 dropdown
Miscellaneous Regulatory Penalty Coverage	✓ \$250,000 dropdown	✓ \$250,000 dropdown
Non-Fiduciary Defense	✓ \$2-million dropdown	✓ \$2-million dropdown
State Amendatory Endorsement(s)	✓	✓
Umbrella Penalty Endorsement	✓ \$250,000 dropdown	✓ \$250,000 dropdown
Voluntary Settlement Program	✓ \$250,000 dropdown	✓ \$250,000 dropdown

## Second Excess

Description	Expiring Terms Chubb	Renewal Quote Chubb
<b>Policy Summary</b>		
Policy Period	10/1/2023-10/1/2024	10/1/2024-10/1/2025
Limit of Liability	\$5-million	\$5-million
Basic Premium	\$27,839	\$27,839
Waiver of Recourse Premium	\$150	\$150
State Surcharge	\$473.26	\$279.89
Retention	\$10-million	\$10-million
<b>Coverages/Endorsements</b>		
First Party Benefit Overpayment Coverage	✓ \$100,000 dropdown	✓ \$100,000 dropdown
First Party Cyber Reimbursement	✓ \$100,000 dropdown	✓ \$100,000 dropdown
Miscellaneous Regulatory Penalty Coverage	✓ \$250,000 dropdown	✓ \$250,000 dropdown
Non-Fiduciary Defense	✓ \$2-million dropdown	✓ \$2-million dropdown
State Amendatory Endorsement(s)	✓	✓
Umbrella Penalty Endorsement	✓ \$250,000 dropdown	✓ \$250,000 dropdown
Voluntary Settlement Program	✓ \$250,000 dropdown	✓ \$250,000 dropdown

# Policy Analyses

## Scope of coverage

At this renewal, Encore/Hudson, Ullico/Markel, and Chubb will provide the same scope of coverage as the expiring policies.

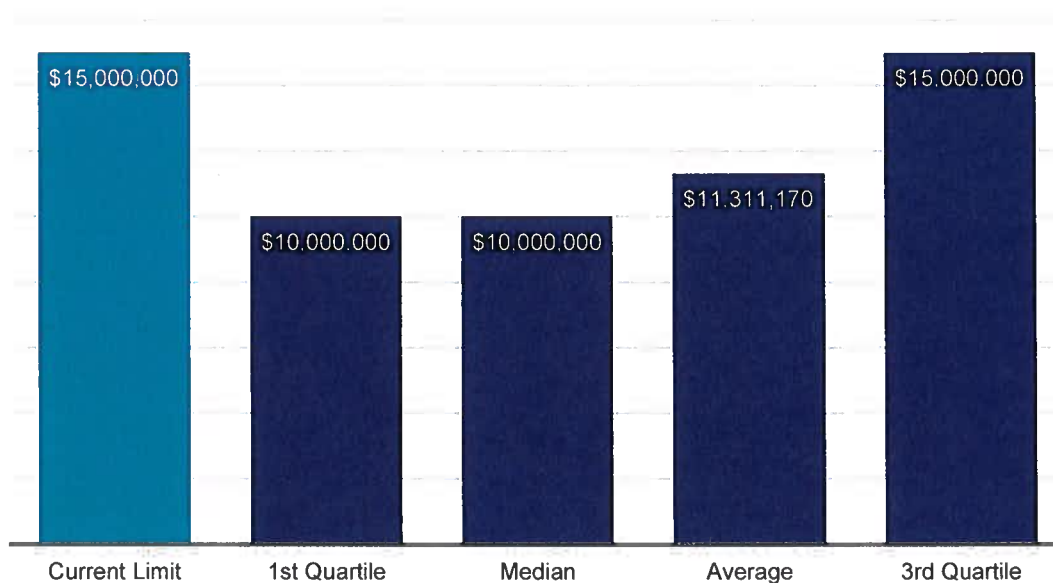
The excess carriers will continue to dropdown and match certain sublimits in the primary policy (e.g., 502(c), Voluntary Settlement Program, etc.), increasing the total amount available for those coverages.

## Limit of liability

### Description

The carriers quoted the same \$15 million combined limit of liability as the expiring program. Our proprietary benchmarking data illustrates below what limits similar sized funds typically purchase, however higher limits may be available upon request.

Peer Group = Assets Greater Than \$100 Million  
but Less Than \$500 Million

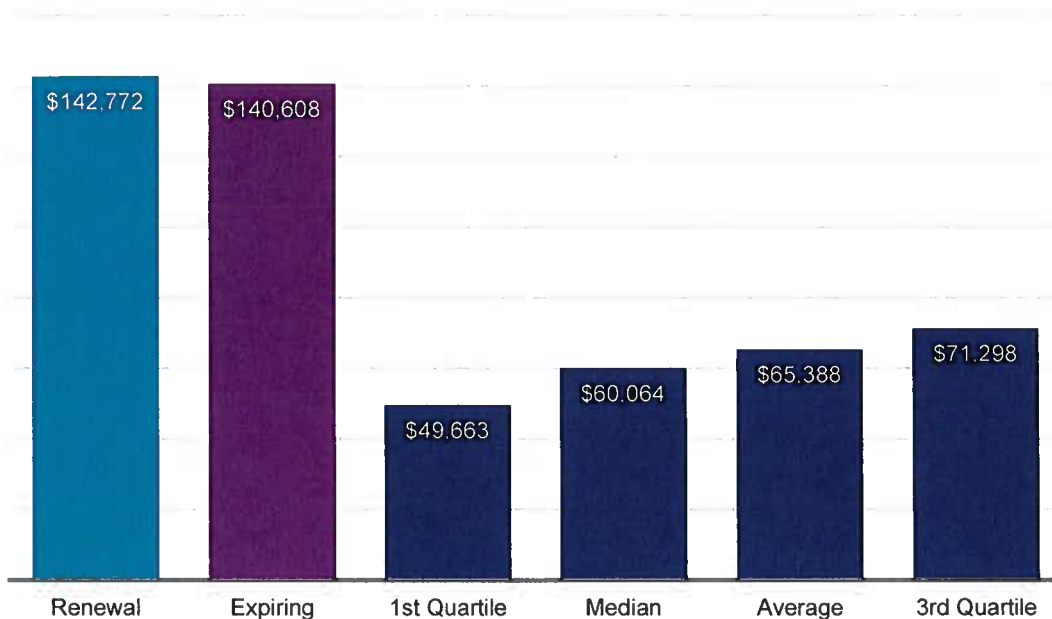


# Premium

## Description

The incumbent carriers quoted a combined premium increase of \$2,164 (1.5%) for this renewal, remaining above the Average and 3<sup>rd</sup> Quartile for this limit of liability based on our proprietary benchmarking data, though please note the majority of Funds in the peer group are multiemployer.

Peer Group = Limit of Liability Equals \$15 Million



## Continuity of coverage

Continuity is a concept addressing the scope of coverage provided by a renewal policy from the incumbent carrier or a new policy from a new carrier. When a claim is made the policy in force will determine whether coverage is provided. When renewing coverage with the incumbent or moving coverage to a new carrier, the insured should determine whether the renewal (or new) policy will provide at least the same scope of coverage as the expiring policy. In particular, a new carrier may wish to limit coverage in some fashion.

To maintain continuity, review any additional policy exclusions, new Pending & Prior Litigation dates, and/or new Prior Acts dates.



# Subjectivities

This section summarizes the additional information the carrier will require to bind coverage.

## Encore/Hudson

There are no subjectivities at this time.

## Ullico/Markel

There are no subjectivities at this time.

## Chubb

There are no subjectivities at this time.

## Trustee List

Please review the accuracy of the attached list, which is used in determining the elimination/waiver of recourse premium. If there are any discrepancies, please contact us immediately to avoid any billing problems.

- Barbara Armand
- Jeffrey Greene
- Charles Howell
- David Keller
- George Keller
- Phyllis Shaw
- Robert Strauss



# Services and Compensation Disclosure

Segal acknowledges that it is a “covered service provider” within the meaning of Section 408(b)(2) of ERISA when providing Services and will disclose any fees and other compensation it receives in accordance with the requirements of with ERISA Section 408(b)(2). Upon request, Segal will provide an annual statement describing the indirect compensation it received in the previous plan year. The insured agrees and acknowledges that it has received a copy of this Agreement for review reasonably in advance of entering into this Agreement and that the designation of Segal as a service provider, and any other transactions contemplated by this Agreement, are consistent with and permissible under the plan documents.

A copy of Segal’s firm-wide ERISA Section 408(b)(2) fee disclosure is available at <http://www.segalco.com/disclosure-of-compensation>.

## NY Regulation 194

A copy of Segal’s firm-wide NY Regulation 194 disclosure is available at <http://www.segalco.com/disclosure-of-compensation>.

## FATCA

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Segal does not provide tax advice so please contact your tax consultant for your obligation regarding to FATCA.

# Supplemental Information & Disclosures

While many insurance policies may follow a similar format, substantial differences exist between carriers. Segal recommends Insureds familiarize themselves with the policy's basic coverage features, especially those that require action on their part, and that legal counsel review all insurance policies.

## Notice of incident, claim or circumstances

Please carefully review any incident reporting instructions. Failure to timely and properly report a claim may jeopardize coverage for expenses or claims. In addition, you should retain copies of all insurance policies and coverage documents as well as incident reporting instructions after termination of the policies because in some cases you may need to report an incident after termination of a policy.

**Disclosure in an application does not meet these terms and conditions. All regulatory audits or investigations should be treated as a claim and noticed to the insurance carrier as soon as the first written communication from a regulatory agency is received.**

Notice must be in accordance with the policy's terms and conditions and must be sent to a designated address. All electronic claim notifications to be processed by Segal must be sent to [claims@segalco.com](mailto:claims@segalco.com). Please copy your broker team on any notification, but Segal is not responsible for the processing of any electronic claim notification if it is not addressed to [claims@segalco.com](mailto:claims@segalco.com).

## Extended reporting period

Should consideration be made to move coverage from one carrier to another, or there is a material change in terms and conditions, the Insured may also consider purchasing an Extended Reporting Period (ERP), commonly known as "Tail Coverage." An ERP provides the Insured additional time to report claims or circumstances that occurred up to the date of the policy's expiration. This coverage is available for an additional premium and period to be determined by the carrier. Some policies may also offer an automatic ERP for no additional premium. Please review your policy for specific terms and conditions.

## Insured's obligation to notify the insurer

In addition to an obligation to notice the insurer of any claim or circumstance as soon as practicable, the policy will, or may, obligate the Insured to provide notice to the insurer in other instances.

## Insurance carrier ratings

Insurance brokers rely on financial rating services such as A.M Best and Standard & Poor's. All financial ratings are subject to periodic review and therefore, it is important to obtain ratings from each service. If you need information about the financial statements of any of the insurance companies being proposed so you can make your own assessment of the financial strength of the companies being offered in this proposal, please contact us.

Both A.M. Best and Standard & Poor's websites can provide the publicly available information collected to enable you to make an informed decision to accept or reject a particular carrier. To learn more, please visit them at [www.ambest.com](http://www.ambest.com) and [www.spglobal.com](http://www.spglobal.com).

## Proposal advisory

This quote memo is a summary of coverage forms, limits of insurance, endorsements and other terms and conditions of the carrier quotations. Please review quotes and policies with legal counsel for specific terms, conditions, limitations, exclusions or the calculation of premiums that will govern in the event of a loss.

This quote memo does not amend, or otherwise affect, the provisions of coverage of any resulting insurance policy issued by any insurance company to you. It is your responsibility to check the policy or policies being purchased for accuracy.

This proposal is not a representation that coverage does or does not exist for any particular claim or loss under any policy. Coverage depends on the applicable provisions of the actual policy issued, the facts and circumstances involved in each claim or loss, and any applicable law.

You, the proposed Insured, represent and warrant that the information provided by you in connection with the application for insurance is complete and accurate through the later of the date that (1) coverage is bound or (2) coverage becomes effective. You agree to immediately notify Segal, in writing, if any of the information included in the application changes between the date the application for quotation/insurance coverage is submitted and the later of (1) the date of the quotation or the date coverage is bound or (2) the effective date of coverage. You understand and acknowledge that the quoting insurance carriers may reserve the right to withdraw or amend any outstanding quotations based upon such changes and that Segal will not have any liability whatsoever for the decisions of any quoting insurance carriers based on any such changes.



## Your Organization May Need a Range of Insurance Coverage

Type of Insurance	Protection
Fiduciary liability coverage	Allegations of breach of fiduciary duty and administrative errors
Cyber liability coverage	Data incidents, breach events, ransomware or malware attacks and social engineering fraud at your organization or at one of your vendors
Employment practices liability	Allegations of harassment or discrimination in employment made by an employee or a third party (non-employee)
Fidelity bond (mandated by ERISA or LMRDA)	Losses related to employee to fraud, dishonesty, and/or third-party crime
Crime coverage	Losses related to theft and forgery, such as fraudulent electronic funds transfer coverage, manipulation of computer systems, including by employees and third-party losses, such as social engineering fraud
Educators' liability coverage	Allegations of improper or insufficient training or hiring practices including libel, slander, plagiarism and trademark/copyright violations
Directors' and officers' or union liability coverage	Allegations of malpractice (wrongful errors and omissions, fair representation or personal injury) against a board of directors or union officers, respectively
Employed lawyers coverage	Allegations of legal malpractice by in-house attorneys and legal assistants, including when "moonlighting" and providing pro bono legal services
Medical professional coverage	Allegations of wrongful medical professional practices and services including exposures to HIPAA proceedings
Errors and omissions (E&O) or managed care E&O coverage	Protection for acts of your professional services specifically tailored to meet the client services provided
Media insurance	Coverage for traditional electronic and print media as well as coverage crafted for social media, including defamation and copyright infringement
Student accident	Injury of students, volunteers or other participants in formal instruction or training programs
Travel accident coverage	Accidental death and dismemberment during business travel or available to students learning on the job
Workplace violence/ active shooter coverage	Indemnify for specific expenses, business interruption and third-party legal liability for a covered event
Business property coverage	Structural damage to owned, leased or rented property from fire, vandalism or theft
Business personal property coverage	Office equipment resulting from a covered loss on or off premises
Business income/ extra expense coverage	Forced closure due to direct physical loss or damage to premises resulting from a covered cause of loss
Business liability coverage	Business found legally responsible for causing injuries or damages to third parties
Business auto coverage	Owned or leased vehicles used for business purposes
Non-owned auto coverage	Employees using their personal vehicles for business purposes
Hired auto coverage	Autos leased, hired or borrowed by employees in the short term for business purposes

Type of Insurance	Protection
Umbrella liability coverage	Liability coverage in excess of primary liability policies including customized coverage
Flood and earthquake coverage	Property damage from a flood resulting from hurricanes, tropical storms and heavy rains as well as natural disasters such as earthquakes
Equipment breakdown coverage	Equipment failure due to a breakdown
Employee tools and equipment coverage	Tools and equipment used for training or business
Event cancellation	Unforeseen losses related to hosting cancelled or postponed covered events to protect your investment





City of Hollywood Retirement Fund

# Commercial Lines Insurance

**Policy Number: UCM5342775, 88050I213ALI**

September 13, 2024



Leighann A. Parrish, CISR  
 Senior Consultant and Team Leader  
 T 517.482.6700  
 M 517.512.3410  
 lparrish@segalco.com

119 Pere Marquette  
 Suite 1A  
 Lansing, MI 48912  
 T 517.482.6700  
 F 517.482.6731  
 segalco.com  
 CA License No. 0106323

## Memorandum

**To:** Christine Bailey  
 Executive Director

**From:** Leighann A. Parrish, CISR  
 Senior Consultant and Team Leader

**Date:** September 13, 2024

**Re:** **Commercial Lines Insurance**  
**City of Hollywood Retirement Fund**  
**Policy Number: UCM5342775, 88050I213ALI**

Thank you for the opportunity to provide quotations for this year's renewal of Commercial Lines Insurance program. We obtained quotes from the incumbent carrier, Seneca and Starstone as well as alternative quote options from Chubb.

Despite the pricing difference, we can support a decision to proceed with the Chubb option based on the enhanced scope of coverage afforded including Flood, Wind and Hail coverage. Please note Chubb's terms do not include a water exclusion. They also provide coverage for Inundation, Back-Up, and Mudflow where Seneca has an absolute water exclusion for any water damage.

If the Seneca renewal program is selected, we ask that the Board of Trustees consider the National Flood Program quotes that are provided under a separate memorandum. Please note the National Flood program only provides Flood coverage and does not coverage for Inundation, Back-Up, and Mudflow.

Lastly, please note that the renewal quotations within this memorandum include coverage for both the 2600 Hollywood Blvd., 2<sup>nd</sup> Fl. Annex Bldg. location and the 2450 Hollywood Blvd. location.

Carrier	Coverage Type	Premium	Response
Seneca	Package	\$4,531.65	<b>Incumbent Options</b> Key decision variables: scope of coverage, continuity. <b>Water and Flood Exclusion</b>
Starstone National	Umbrella	\$909	
Chubb	Package	\$12,312.65	<b>Alternative Options</b> Key decision variables: broadened scope of coverage including Flood coverage and Windstorm / Hail coverage.
	Umbrella	\$797	



Additional information is available in the attached sections. If you would like samples of any quoted policy forms or endorsements, please let us know.

Kindly provide binding instructions by September 30, 2024. Binding instructions received after this date may result in changes or withdrawal of the quoted terms. Please note that insurance coverage cannot be bound or changed via email, voicemail, text or fax unless confirmed in writing by a licensed broker.

By sending us binding instructions, you consent to electronic delivery of any other documents required to be provided or disseminated by Segal to you under this agreement or applicable law, rule or regulation.

If you have any questions, please contact our client team:

- Broker

Leighann A. Parrish, CISR  
Senior Consultant and Team Leader  
517.512.3410  
[lparrish@segalco.com](mailto:lparrish@segalco.com)

- Lead Regional Consultant:

Susan Ginexi  
Vice President, National Property & Casualty Manager  
347.344.7970  
[sginexi@segalco.com](mailto:sginexi@segalco.com)

# Table of Contents

Schedule of Named Insureds and Locations .....	1
Schedule of Named Insureds.....	1
Schedule of Locations .....	1
Summary of Premiums .....	2
Premium and Coverage Summary .....	3
Commercial Package.....	3
Commercial Umbrella .....	6
Subjectivities.....	7
Seneca .....	7
Starstone National .....	7
Chubb.....	7
Services and Compensation Disclosure.....	8
NY Regulation 194 .....	8
FATCA.....	8
Supplemental Information & Disclosures.....	9
Notice of incident, claim or circumstances .....	9
Extended reporting period.....	9
Insured's obligation to notify the insurer.....	9
Insurance carrier ratings .....	10
Proposal advisory .....	10

# Schedule of Named Insureds and Locations

## Schedule of Named Insureds

- City of Hollywood Retirement Fund

## Schedule of Locations

- Location 1: 2600 Hollywood Blvd., 2<sup>nd</sup> Fl. Annex Bldg., Hollywood, FL 33020
- Location 2: 2450 Hollywood Blvd., Units 202, 204, 205, 207, 209, 210, Hollywood, FL 33020

# Summary of Premiums

In order to facilitate your insurance program, we provide below a 2024 Commercial Insurance premium summary. This summary does not include all the coverage terms, conditions, limitations, and exclusions, and is not intended to replace or supersede your insurance policies. Please review your entire policies carefully.

Expiring Carrier	Expiring Policy Number	Policy Type	Expiring Premium	Renewal Premium
Seneca	UCM5342775	Commercial Package	\$1,929.24 <small>(Including State Surcharge, Excluding Terrorism)</small>	\$4,531.65 <small>(Including State Surcharge, Excluding Terrorism)</small>
Starstone	880501235ALI	Umbrella	\$847	\$909
<b>Total Premiums</b>			<b>\$2,776.24</b>	<b>\$5,440.65</b>

Alternate Carrier	Expiring Policy Number	Policy Type	Expiring Premium	Alternate Premium
Chubb	UCM5342775	Commercial Package	\$1,929.24 <small>(Including State Surcharge, Excluding Terrorism)</small>	\$12,312.65 <small>(Including State Surcharge, Excluding Terrorism)</small>
Chubb	880501235ALI	Umbrella	\$847 <small>(Including State Surcharge, Excluding Terrorism)</small>	\$797 <small>(Including estimated State Surcharge, Excluding Terrorism)</small>
<b>Total Premiums</b>			<b>\$2,776.24</b>	<b>\$13,109.65</b>

Please note the expiring Commercial Package premium does not include coverage for Location #2: 2450 Hollywood Blvd., Hollywood, FL 33020 as it is currently insured under the contractor's policy until it is ready to reoccupy. Both the renewal premium with Seneca and the alternative premium from Chubb include coverage for both locations.

# Premium and Coverage Summary\*

## Commercial Package

Description	Expiring Terms	Renewal Terms	Alternative Option
<b>Carrier</b>	<b>Seneca</b>	<b>Seneca</b>	<b>Chubb</b>
<b>Policy Summary</b>			
Policy Period	10/01/2023 – 10/01/2024	10/01/2024 – 10/01/2025	10/01/2024 – 10/01/2025
Total Premium	<b>\$1,929.24</b>	<b>\$4,473.65</b>	<b>\$12,312.65</b>
Terrorism — Certified Acts	Excluded	Excluded Above (\$58 if elected)	Excluded Above (\$123 if elected)
<b>Commercial Property: Location #1: 2600 Hollywood Blvd., Hollywood, FL 33020</b>			
Business Personal Property Value (Including Theft)	\$21,640	\$22,073	\$21,640
Property Deductible	\$1,000	\$1,000	\$2,500
<b>Commercial Property: Location #2: 2450 Hollywood Blvd., Hollywood, FL 33020</b>			
Business Personal Property Value (Including Theft)	x	\$50,000	\$1,062,430
Tenants Improvements and Betterments	x	\$1,012,430	Included Above
Property Deductible	x	\$5,000	<b>\$2,500</b>
Valuation	Replacement Cost	Replacement Cost	Replacement Cost
Co-Insurance	80%	80%	N/A
Business Income/Extra Expense	\$25,000 Included in Property Plus Enhancement	\$25,000 Included in Property Plus Enhancement	\$25,000 Included in Blanket Limit
Valuable Papers and Records	25,000 Included in Property Plus Enhancement	25,000 Included in Property Plus Enhancement	\$100,000 Included in Blanket Limit
Building Ordinance or Law	\$100,000 Included in Property Plus Enhancement	\$100,000 Included in Property Plus Enhancement	✓ Included in base limit
Property Enhancement Endorsement	✓	✓	✓

\* These policy summaries are not an exhaustive list and are not legal interpretations of coverage. Insurance policies are legal contracts that counsel should review.

Description	Expiring Terms	Renewal Terms	Alternative Option
<b>Flood Including Inundation, Back-Up, and Mudflow</b>	x	x	✓ \$1,000,000 / \$100,000 Deductible
<b>Notable Exclusions</b>			
Certified Terrorism Excluded	✓	✓	✓
<b>Windstorm/Hail Exclusion</b>	✓	✓	x 5% Deductible / \$25,000 Minimum Deductible
Water Exclusion	✓	✓	x
Sinkhole Loss Exclusion	✓	✓	✓
<b>Commercial General Liability</b>	<b>Limits</b>	<b>Limits</b>	<b>Limits</b>
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000
Each Occurrence for Bodily Injury and Property Damage	\$1,000,000	\$1,000,000	\$1,000,000
Products/Completed Operations	\$1,000,000	\$1,000,000	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000	\$1,000,000	\$1,000,000
Medical Expenses — per Person	\$5,000	\$5,000	\$15,000
Damage to Premises Rented to You	\$100,000	\$100,000	\$100,000
Hired Auto and Non-Owned Auto Liability	\$1,000,000	\$1,000,000	\$1,000,000
General Liability Plus Enhancement	✓	✓	✓
Certified Acts of Terrorism (Required)	✓	✓	✓
Additional Insured – Managers or Lessors of Premises	✓ City of Hollywood	✓ City of Hollywood	✓ City of Hollywood
<b>Notable Exclusions</b>			
Exclusion - Access Or Disclosure Of Confidential Or Personal Material Or Information	✓	✓	✓
Employment-Related Practices Exclusion	✓	✓	✓
Fungi or Bacteria Exclusion	✓	✓	✓

<b>Description</b>	<b>Expiring Terms</b>	<b>Renewal Terms</b>	<b>Alternative Option</b>
Absolute Asbestos Exclusion	✓	✓	✓
Assault and Battery Exclusion	✓	✓	✓
Assault, Battery Or Assault and Battery Exclusion - Florida	✓	✓	✓
Total Pollution Exclusion	✓	✓	✓

# Commercial Umbrella

Description	Expiring Terms	Renewal Terms	Alternative Option
<b>Carrier</b>	<b>Starstone National</b>	<b>Starstone National</b>	<b>Chubb</b>
<b>Policy Summary</b>			
Policy Period	10/01/2023 – 10/01/2024	10/01/2024 – 10/01/2025	10/01/2024 – 10/01/2025
Total Premium	<b>\$847</b> (Including Taxes & FL Fees)	<b>\$909</b>	<b>\$797</b>
Terrorism — Certified Acts	Included Above	Included Above	Excluded Above (\$8 if Elected)
<b>Limits</b>			
General Aggregate	\$1,000,000	\$1,000,000	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000	\$1,000,000	\$1,000,000
Occurrence Limit	\$1,000,000	\$1,000,000	\$1,000,000
Personal and Advertising Injury Aggregate	\$1,000,000	\$1,000,000	\$1,000,000
Self-Insured Retention	\$10,000	\$10,000	<b>\$0</b>
<b>Notable Exclusions</b>			
Abuse & Molestation Exclusion	✓	✓	✓
Communicable Diseases Exclusion	✓	✓	✓
Designated Exposure Exclusion	✓	✓	✓
Directors & Officers Exclusion	✓	✓	✓
Terrorism Exclusion	✓	✓	✓
Fungi or Bacteria Exclusion	✓	✓	✓
Pollution Exclusion	✓	✓	✓
Silica Exclusion	✓	✓	✓
Human Trafficking Exclusion	✓	✓	✓

## Schedule of underlying insurance

1. General Liability – Seneca – UCM5342775 or Chubb policy if elected.
2. Auto Liability – Seneca – UCM5342775 or Chubb policy if elected.



# Subjectivities

This section summarizes the additional information the carrier will require to bind coverage.

## Seneca

- Signed Terrorism Disclosures
- Signed and Dated Acord Application

## Starstone National

- Signed Terrorism Disclosure
- Signed and Dated Acord Application

## Chubb

- Signed Terrorism Disclosures



# Services and Compensation Disclosure

Segal acknowledges that it is a “covered service provider” within the meaning of Section 408(b)(2) of ERISA when providing Services and will disclose any fees and other compensation it receives in accordance with the requirements of with ERISA Section 408(b)(2). Upon request, Segal will provide an annual statement describing the indirect compensation it received in the previous plan year. The insured agrees and acknowledges that it has received a copy of this Agreement for review reasonably in advance of entering into this Agreement and that the designation of Segal as a service provider, and any other transactions contemplated by this Agreement, are consistent with and permissible under the plan documents.

A copy of Segal's firm-wide ERISA Section 408(b)(2) fee disclosure is available at <http://www.segalco.com/disclosure-of-compensation>.

## NY Regulation 194

A copy of Segal's firm-wide NY Regulation 194 disclosure is available at <http://www.segalco.com/disclosure-of-compensation>.

## FATCA

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Segal does not provide tax advice so please contact your tax consultant for your obligation regarding to FATCA.

# Supplemental Information & Disclosures

While many insurance policies may follow a similar format, substantial differences exist between carriers. Segal recommends Insureds familiarize themselves with the policy's basic coverage features, especially those that require action on their part, and that legal counsel review all insurance policies.

## Notice of incident, claim or circumstances

Please carefully review any incident reporting instructions. Failure to timely and properly report a claim may jeopardize coverage for expenses or claims. In addition, you should retain copies of all insurance policies and coverage documents as well as incident reporting instructions after termination of the policies because in some cases you may need to report an incident after termination of a policy.

**Disclosure in an application does not meet these terms and conditions. All regulatory audits or investigations should be treated as a claim and noticed to the insurance carrier as soon as the first written communication from a regulatory agency is received.**

Notice must be in accordance with the policy's terms and conditions and must be sent to a designated address. All electronic claim notifications to be processed by Segal must be sent to [claims@segalco.com](mailto:claims@segalco.com). Please copy your broker team on any notification, but Segal is not responsible for the processing of any electronic claim notification if it is not addressed to [claims@segalco.com](mailto:claims@segalco.com).

## Extended reporting period

Should consideration be made to move coverage from one carrier to another, or there is a material change in terms and conditions, the Insured may also consider purchasing an Extended Reporting Period (ERP), commonly known as "Tail Coverage." An ERP provides the Insured additional time to report claims or circumstances that occurred up to the date of the policy's expiration. This coverage is available for an additional premium and period to be determined by the carrier. Some policies may also offer an automatic ERP for no additional premium. Please review your policy for specific terms and conditions.

## Insured's obligation to notify the insurer

In addition to an obligation to notice the insurer of any claim or circumstance as soon as practicable, the policy will, or may, obligate the Insured to provide notice to the insurer in other instances.

## Insurance carrier ratings

Insurance brokers rely on financial rating services such as A.M Best and Standard & Poor's. All financial ratings are subject to periodic review and therefore, it is important to obtain ratings from each service. If you need information about the financial statements of any of the insurance companies being proposed so you can make your own assessment of the financial strength of the companies being offered in this proposal, please contact us.

Both AM Best and Standard & Poor's websites can provide the publicly available information collected to enable you to make an informed decision to accept or reject a particular carrier. To learn more, please visit them at [www.ambest.com](http://www.ambest.com) and [www.spglobal.com](http://www.spglobal.com).

## Proposal advisory

This quote memo is a summary of coverage forms, limits of insurance, endorsements and other terms and conditions of the carrier quotations. Please review quotes and policies with legal counsel for specific terms, conditions, limitations, exclusions or the calculation of premiums that will govern in the event of a loss.

This quote memo does not amend, or otherwise affect, the provisions of coverage of any resulting insurance policy issued by any insurance company to you. It is your responsibility to check the policy or policies being purchased for accuracy.

This proposal is not a representation that coverage does or does not exist for any particular claim or loss under any policy. Coverage depends on the applicable provisions of the actual policy issued, the facts and circumstances involved in each claim or loss, and any applicable law.

You, the proposed Insured, represent and warrant that the information provided by you in connection with the application for insurance is complete and accurate through the later of the date that (1) coverage is bound or (2) coverage becomes effective. You agree to immediately notify Segal, in writing, if any of the information included in the application changes between the date the application for quotation/insurance coverage is submitted and the later of (1) the date of the quotation or the date coverage is bound or (2) the effective date of coverage. You understand and acknowledge that the quoting insurance carriers may reserve the right to withdraw or amend any outstanding quotations based upon such changes and that Segal will not have any liability whatsoever for the decisions of any quoting insurance carriers based on any such changes.



## Your Organization May Need a Range of Insurance Coverage

Type of Insurance	Protection
Fiduciary liability coverage	Allegations of breach of fiduciary duty and administrative errors
Cyber liability coverage	Data incidents, breach events, ransomware or malware attacks and social engineering fraud at your organization or at one of your vendors
Employment practices liability	Allegations of harassment or discrimination in employment made by an employee or a third party (non-employee)
Fidelity bond (mandated by ERISA or LMRDA)	Losses related to employee to fraud, dishonesty, and/or third-party crime
Crime coverage	Losses related to theft and forgery, such as fraudulent electronic funds transfer coverage, manipulation of computer systems, including by employees and third-party losses, such as social engineering fraud
Educators' liability coverage	Allegations of improper or insufficient training or hiring practices including libel, slander, plagiarism and trademark/copyright violations
Directors' and officers' or union liability coverage	Allegations of malpractice (wrongful errors and omissions, fair representation or personal injury) against a board of directors or union officers, respectively
Employed lawyers coverage	Allegations of legal malpractice by in-house attorneys and legal assistants, including when "moonlighting" and providing pro bono legal services
Medical professional coverage	Allegations of wrongful medical professional practices and services including exposures to HIPAA proceedings
Errors and omissions (E&O) or managed care E&O coverage	Protection for acts of your professional services specifically tailored to meet the client services provided
Media insurance	Coverage for traditional electronic and print media as well as coverage crafted for social media, including defamation and copyright infringement
Student accident	Injury of students, volunteers or other participants in formal instruction or training programs
Travel accident coverage	Accidental death and dismemberment during business travel or available to students learning on the job
Workplace violence/ active shooter coverage	Indemnify for specific expenses, business interruption and third-party legal liability for a covered event
Business property coverage	Structural damage to owned, leased or rented property from fire, vandalism or theft
Business personal property coverage	Office equipment resulting from a covered loss on or off premises
Business income/ extra expense coverage	Forced closure due to direct physical loss or damage to premises resulting from a covered cause of loss
Business liability coverage	Business found legally responsible for causing injuries or damages to third parties
Business auto coverage	Owned or leased vehicles used for business purposes
Non-owned auto coverage	Employees using their personal vehicles for business purposes
Hired auto coverage	Autos leased, hired or borrowed by employees in the short term for business purposes

Type of Insurance	Protection
Umbrella liability coverage	Liability coverage in excess of primary liability policies including customized coverage
Flood and earthquake coverage	Property damage from a flood resulting from hurricanes, tropical storms and heavy rains as well as natural disasters such as earthquakes
Equipment breakdown coverage	Equipment failure due to a breakdown
Employee tools and equipment coverage	Tools and equipment used for training or business
Event cancellation	Unforeseen losses related to hosting cancelled or postponed covered events to protect your investment





City of Hollywood Employees Retirement Fund

# Commercial Insurance Quote

**Policy Number: 5010020160**

September 11, 2024



Leighann A. Parrish, CISR  
 Senior Consultant and Team Leader  
 T 517.482.6700  
 M 517.512.3410  
 lparrish@segalco.com

119 Pere Marquette  
 Suite 1A  
 Lansing, MI 48912  
 T 517.482.6700  
 F 517.482.6731  
 segalco.com  
 CA License No. 0106323

## Memorandum

**To:** Christine Bailey  
 Executive Director

**From:** Leighann A. Parrish, CISR  
 Senior Consultant and Team Leader

**Date:** September 11, 2024

**Re:** **Commercial Insurance Quote**

Thank you for the opportunity to provide a quotation for Flood Insurance. We obtained quotes from Philadelphia Indemnity Insurance Company.

We are proposing the following which should be carefully reviewed for any changes or questions.

Carrier	Coverage Type	Premium	Limit	Response
Philadelphia	Flood	\$1,085	\$500,000 Building \$100,000 Contents	<b>Flood Option</b> Key decision variables: broad scope of coverage

Additional information is available in the attached carrier quotation for your review.

Kindly provide binding instructions before September 30, 2024. Binding instructions received after this date may result in changes or withdrawal of the quoted terms. Please note that insurance coverage cannot be bound or changed via email, voicemail, text or fax unless confirmed in writing by a licensed broker.

By sending us binding instructions, you consent to electronic delivery of any other documents required to be provided or disseminated by Segal to you under this agreement or applicable law, rule or regulation.

If you have any questions, please contact our client team:

- Broker
  - Leighann A. Parrish, CISR
  - Senior Consultant and Team Leader
  - 517.512.3410
  - [lparrish@segalco.com](mailto:lparrish@segalco.com)
- Lead Regional Consultant:
  - Susan Ginexi
  - Vice President, National P&C Manager
  - 347.344.7970
  - [sginexi@segalco.com](mailto:sginexi@segalco.com)



# Table of Contents

Services and Compensation Disclosure.....	2
NY Regulation 194 .....	2
FATCA.....	2
Supplemental Information & Disclosures.....	3
Notice of incident, claim or circumstances .....	3
Extended reporting period.....	3
Insured's obligation to notify the insurer.....	3
Insurance carrier ratings .....	4
Proposal advisory .....	4

\*\*\* Quote Only, Not An Application \*\*\*



A Member of the Fidelity Group

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**  
 PO BOX 200584  
 DALLAS, TX 75320-0584

Date	Type	Tracking Number	EffectiveDate	Expiration Date	Waiting Period
08/13/2024	New	5010020160	10/01/2024	10/01/2025	Standard 30 Day Wait

PropertyAddress	Insured Name(s)	Mailing Address and Phone	Agency Name, Address, and Phone
2450 HOLLYWOOD BLVD UNITS 202 HOLLYWOOD, FL 33020-6619	CITY OF HOLLYWOOD EMPLOYEES RETIREMENT FUND	2450 HOLLYWOOD BLVD UNITS 202 HOLLYWOOD, FL 33020-6619	SEGAL SELECT INSURANCE SERVICES INC 333 W 34TH ST NEW YORK, NY 100012417

Property Description	Home Phone:	Work Phone:	Cell Phone:	Email:	Phone Number:	Producer Code:	Email:
			(945) 921-3333	PSHAW@HOLLYWOODFL.ORG	(212) 251-5000	08648-03535-000	ASAPPIA@SEGALCO.COM

Flood Zone and Community Information	FIRM Date:
CommunityName: HOLLYWOOD, CITY OF Current Flood Zone: X Community Number: 125113 Map Panel Suffix: J Map Panel: 0568	11/07/1972 Program Status: Active and participating County: BROWARD

Occupancy Information	Foundation Information
Occupancy Type: Non-Residential Building	Foundation: Slab on grade (non-elevated)

Available Options

Rate Method	Premium	Building Coverage	Contents Coverage	Deductibles
<b>Rating Engine</b>	<b>\$1,085.00</b>	<b>\$500,000.00</b>	<b>\$100,000.00</b>	<b>1250 / 1250</b>
Rating Engine	\$1,082.00	\$500,000.00	\$100,000.00	2000 / 2000
Rating Engine	\$1,075.00	\$500,000.00	\$100,000.00	5000 / 5000
Rating Engine	\$1,065.00	\$500,000.00	\$100,000.00	10000 / 10000
Rating Engine	\$1,022.00	\$500,000.00	\$100,000.00	25000 / 25000
Rating Engine	\$963.00	\$500,000.00	\$100,000.00	50000 / 50000

\*\*\* Quote Only, Not An Application \*\*\*

# Services and Compensation Disclosure

Segal acknowledges that it is a “covered service provider” within the meaning of Section 408(b)(2) of ERISA when providing Services and will disclose any fees and other compensation it receives in accordance with the requirements of with ERISA Section 408(b)(2). Upon request, Segal will provide an annual statement describing the indirect compensation it received in the previous plan year. The insured agrees and acknowledges that it has received a copy of this Agreement for review reasonably in advance of entering into this Agreement and that the designation of Segal as a service provider, and any other transactions contemplated by this Agreement, are consistent with and permissible under the plan documents.

A copy of Segal’s firm-wide ERISA Section 408(b)(2) fee disclosure is available at <http://www.segalco.com/disclosure-of-compensation>.

## NY Regulation 194

A copy of Segal’s firm-wide NY Regulation 194 disclosure is available at <http://www.segalco.com/disclosure-of-compensation>.

## FATCA

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Segal does not provide tax advice so please contact your tax consultant for your obligation regarding to FATCA.

# Supplemental Information & Disclosures

While many insurance policies may follow a similar format, substantial differences exist between carriers. Segal recommends Insureds familiarize themselves with the policy's basic coverage features, especially those that require action on their part, and that legal counsel review all insurance policies.

## Notice of incident, claim or circumstances

Please carefully review any incident reporting instructions. Failure to timely and properly report a claim may jeopardize coverage for expenses or claims. In addition, you should retain copies of all insurance policies and coverage documents as well as incident reporting instructions after termination of the policies because in some cases you may need to report an incident after termination of a policy.

**Disclosure in an application does not meet these terms and conditions. All regulatory audits or investigations should be treated as a claim and noticed to the insurance carrier as soon as the first written communication from a regulatory agency is received.**

Notice must be in accordance with the policy's terms and conditions and must be sent to a designated address. All electronic claim notifications to be processed by Segal must be sent to [claims@segalco.com](mailto:claims@segalco.com). Please copy your broker team on any notification, but Segal is not responsible for the processing of any electronic claim notification if it is not addressed to [claims@segalco.com](mailto:claims@segalco.com).

## Extended reporting period

Should consideration be made to move coverage from one carrier to another, or there is a material change in terms and conditions, the Insured may also consider purchasing an Extended Reporting Period (ERP), commonly known as "Tail Coverage." An ERP provides the Insured additional time to report claims or circumstances that occurred up to the date of the policy's expiration. This coverage is available for an additional premium and period to be determined by the carrier. Some policies may also offer an automatic ERP for no additional premium. Please review your policy for specific terms and conditions.

## Insured's obligation to notify the insurer

In addition to an obligation to notice the insurer of any claim or circumstance as soon as practicable, the policy will, or may, obligate the Insured to provide notice to the insurer in other instances.

## Insurance carrier ratings

Insurance brokers rely on financial rating services such as A.M Best and Standard & Poor's. All financial ratings are subject to periodic review and therefore, it is important to obtain ratings from each service. If you need information about the financial statements of any of the insurance companies being proposed so you can make your own assessment of the financial strength of the companies being offered in this proposal, please contact us.

Both A.M. Best and Standard & Poor's websites can provide the publicly available information collected to enable you to make an informed decision to accept or reject a particular carrier. To learn more, please visit them at [www.ambest.com](http://www.ambest.com) and [www.spglobal.com](http://www.spglobal.com).

## Proposal advisory

This quote memo is a summary of coverage forms, limits of insurance, endorsements and other terms and conditions of the carrier quotations. Please review quotes and policies with legal counsel for specific terms, conditions, limitations, exclusions or the calculation of premiums that will govern in the event of a loss.

This quote memo does not amend, or otherwise affect, the provisions of coverage of any resulting insurance policy issued by any insurance company to you. It is your responsibility to check the policy or policies being purchased for accuracy.

This proposal is not a representation that coverage does or does not exist for any particular claim or loss under any policy. Coverage depends on the applicable provisions of the actual policy issued, the facts and circumstances involved in each claim or loss, and any applicable law.

You, the proposed Insured, represent and warrant that the information provided by you in connection with the application for insurance is complete and accurate through the later of the date that (1) coverage is bound or (2) coverage becomes effective. You agree to immediately notify Segal, in writing, if any of the information included in the application changes between the date the application for quotation/insurance coverage is submitted and the later of (1) the date of the quotation or the date coverage is bound or (2) the effective date of coverage. You understand and acknowledge that the quoting insurance carriers may reserve the right to withdraw or amend any outstanding quotations based upon such changes and that Segal will not have any liability whatsoever for the decisions of any quoting insurance carriers based on any such changes.



## Your Organization May Need a Range of Insurance Coverage

Type of Insurance	Protection
Fiduciary liability coverage	Allegations of breach of fiduciary duty and administrative errors
Cyber liability coverage	Data incidents, breach events, ransomware or malware attacks and social engineering fraud at your organization or at one of your vendors
Employment practices liability	Allegations of harassment or discrimination in employment made by an employee or a third party (non-employee)
Fidelity bond (mandated by ERISA or LMRDA)	Losses related to employee to fraud, dishonesty, and/or third-party crime
Crime coverage	Losses related to theft and forgery, such as fraudulent electronic funds transfer coverage, manipulation of computer systems, including by employees and third-party losses, such as social engineering fraud
Educators' liability coverage	Allegations of improper or insufficient training or hiring practices including libel, slander, plagiarism and trademark/copyright violations
Directors' and officers' or union liability coverage	Allegations of malpractice (wrongful errors and omissions, fair representation or personal injury) against a board of directors or union officers, respectively
Employed lawyers coverage	Allegations of legal malpractice by in-house attorneys and legal assistants, including when "moonlighting" and providing pro bono legal services
Medical professional coverage	Allegations of wrongful medical professional practices and services including exposures to HIPAA proceedings
Errors and omissions (E&O) or managed care E&O coverage	Protection for acts of your professional services specifically tailored to meet the client services provided
Media insurance	Coverage for traditional electronic and print media as well as coverage crafted for social media, including defamation and copyright infringement
Student accident	Injury of students, volunteers or other participants in formal instruction or training programs
Travel accident coverage	Accidental death and dismemberment during business travel or available to students learning on the job
Workplace violence/ active shooter coverage	Indemnify for specific expenses, business interruption and third-party legal liability for a covered event
Business property coverage	Structural damage to owned, leased or rented property from fire, vandalism or theft
Business personal property coverage	Office equipment resulting from a covered loss on or off premises
Business income/ extra expense coverage	Forced closure due to direct physical loss or damage to premises resulting from a covered cause of loss
Business liability coverage	Business found legally responsible for causing injuries or damages to third parties
Business auto coverage	Owned or leased vehicles used for business purposes
Non-owned auto coverage	Employees using their personal vehicles for business purposes
Hired auto coverage	Autos leased, hired or borrowed by employees in the short term for business purposes

Type of Insurance	Protection
Umbrella liability coverage	Liability coverage in excess of primary liability policies including customized coverage
Flood and earthquake coverage	Property damage from a flood resulting from hurricanes, tropical storms and heavy rains as well as natural disasters such as earthquakes
Equipment breakdown coverage	Equipment failure due to a breakdown
Employee tools and equipment coverage	Tools and equipment used for training or business
Event cancellation	Unforeseen losses related to hosting cancelled or postponed covered events to protect your investment



# **AGENDA ITEM 6.A.**

## **LEGAL**

### **LEGAL UPDATE**

**(NO BACKUP FOR THIS SECTION)**



# **AGENDA ITEM 6.B.**

## **LEGAL**

### **EXECUTIVE DIRECTOR EVALUATION**

# CITY OF HOLLYWOOD EMPLOYEES' RETIREMENT FUND (HERF)

## Performance Review Summary Form – Executive Director

---

**Employee Name:**  
Christine Bailey

**Position Title:**  
Executive Director

**Review Period:**  
10/1/2023 to 9/30/2024

**Name of Trustee:**  
\_\_\_\_\_

---

### **PURPOSE:**

The purpose of the evaluation is to provide feedback to employees about their work performance; assist with employee career development; identify areas for improvement; and achieve overall Fund goals. The formal evaluation also assists the Board of Trustees by:

- Assuring evaluation of employee's performance, and focus maximum attention on achievement of assigned duties;
- Serving as a systematic guide for supervisors in planning further training and development for each employee;
- Assisting in determining and recording special talents, skills, and capabilities that might otherwise not be noticed or recognized; and
- Providing an opportunity for each employee to discuss job concerns and interests with his/her supervisor.

**Section 1: Competencies** - Measurable characteristics and traits that identify successful employees for the Fund. The competency factors below measure *how* the work (performance of job specific goals and objectives) is done during the evaluation period. The evaluator will review position specific job description duties and evaluation period goals and objectives with the employee when discussing evaluation standard results.

**1. Administration** - the extent to which the employee meets expectations in performing the job functions including but not limited to effectiveness in planning, organizing and efficiently handling activities and eliminating unnecessary activities.

- 5  Consistently Exceeds Expectations
- 4  Fully Achieves and Occasionally Exceeds Expectations
- 3  Fully Achieves Expectations
- 2  Sometimes Achieves Expectations
- 1  Unsatisfactory/Rarely Achieves Expectations (supporting documentation required)

**2. Knowledge of Work** - the extent to which the employee demonstrates the skill level, knowledge and understanding of all phases of the job and those requiring improved skills and/or experience.

- 5  Consistently Exceeds Expectations
- 4  Fully Achieves and Occasionally Exceeds Expectations
- 3  Fully Achieves Expectations
- 2  Sometimes Achieves Expectations
- 1  Unsatisfactory/Rarely Achieves Expectations (supporting documentation required)

**3. Communication** - the extent to which the employee's effectiveness in listening to others, expressing ideas, both orally and in writing and providing relevant and timely information to Trustees, co-workers, subordinates, vendors, members and beneficiaries; prepares organized, clear, concise, accurate, and timely letters, memos and other documents which fulfil content and timeliness requirements.

- 5  Consistently Exceeds Expectations
- 4  Fully Achieves and Occasionally Exceeds Expectations
- 3  Fully Achieves Expectations
- 2  Sometimes Achieves Expectations
- 1  Unsatisfactory/Rarely Achieves Expectations (supporting documentation required)

**4. Teamwork/Collaboration** - the extent to which the employee exhibits getting along with Trustees, works well with others; committed to cooperation in the successful performance of the critical elements of the job, shows openness to diverse thoughts and views.

- 5  Consistently Exceeds Expectations
- 4  Fully Achieves and Occasionally Exceeds Expectations
- 3  Fully Achieves Expectations
- 2  Sometimes Achieves Expectations
- 1  Unsatisfactory/Rarely Achieves Expectations (supporting documentation required)

**5. Decision Making & Problem Solving** - the extent to which the employee makes sound and logical job-related decisions that are in the best interest of the Fund. (i.e. understanding problems and making timely, practical decisions)

- 5  Consistently Exceeds Expectations
- 4  Fully Achieves and Occasionally Exceeds Expectations
- 3  Fully Achieves Expectations
- 2  Sometimes Achieves Expectations
- 1  Unsatisfactory/Rarely Achieves Expectations (supporting documentation required)

- 6. Expense Management** - the extent to which the employee establishes appropriate reporting and control procedures; operating efficiently at lowest cost; stays within established budgets.
- 5  Consistently Exceeds Expectations
- 4  Fully Achieves and Occasionally Exceeds Expectations
- 3  Fully Achieves Expectations
- 2  Sometimes Achieves Expectations
- 1  Unsatisfactory/Rarely Achieves Expectations (supporting documentation required)
- 7. Human Resources Management** - the extent to which the employee is effective in selecting qualified people; evaluating subordinates' performance; strengths and development needs; providing constructive feedback, and taking appropriate and timely action with marginal or unsatisfactory performers.
- 5  Consistently Exceeds Expectations
- 4  Fully Achieves and Occasionally Exceeds Expectations
- 3  Fully Achieves Expectations
- 2  Sometimes Achieves Expectations
- 1  Unsatisfactory/Rarely Achieves Expectations (supporting documentation required)
- 8. Retirement Board** – established a good working relationship with the Board as a whole; provides useful and timely information to Board; promotes the open flow of communication between the Board and management; board meetings are well planned and productive.
- 5  Consistently Exceeds Expectations
- 4  Fully Achieves and Occasionally Exceeds Expectations
- 3  Fully Achieves Expectations
- 2  Sometimes Achieves Expectations
- 1  Unsatisfactory/Rarely Achieves Expectations (supporting documentation required)
- 9. Stakeholder Relations** – establish a good working relationship with Plan Sponsor, Retiree Association, Members/Retirees and City Department, promotes the interest and issues of HERF at the City level.
- 5  Consistently Exceeds Expectations
- 4  Fully Achieves and Occasionally Exceeds Expectations
- 3  Fully Achieves Expectations
- 2  Sometimes Achieves Expectations
- 1  Unsatisfactory/Rarely Achieves Expectations (supporting documentation required)

**10. Leadership** - the extent to which the employee is effective in accomplishing work assignments through subordinates; provides for strong principled and ethical leadership; establishes and promotes high standards of conduct; instill the feeling of trust and dependability among the board, employees and other stakeholders; promotes fair and equity work environment.

- 5  Consistently Exceeds Expectations  
 4  Fully Achieves and Occasionally Exceeds Expectations  
 3  Fully Achieves Expectations  
 2  Sometimes Achieves Expectations  
 1  Unsatisfactory/Rarely Achieves Expectations (supporting documentation required)

**11. Managing Change and Improvement** - the extent to which the employee is effective in initiating changes, adapting to necessary changes from old methods when they are no longer practical, indentifying new methods and generating improvement in the Fund's performance.

- 5  Consistently Exceeds Expectations  
 4  Fully Achieves and Occasionally Exceeds Expectations  
 3  Fully Achieves Expectations  
 2  Sometimes Achieves Expectations  
 1  Unsatisfactory/Rarely Achieves Expectations (supporting documentation required)

**12. Member and Retirees** – effective in protecting the reputation and credibility of HERF among members, retirees and dependents;

- 5  Consistently Exceeds Expectations  
 4  Fully Achieves and Occasionally Exceeds Expectations  
 3  Fully Achieves Expectations  
 2  Sometimes Achieves Expectations  
 1  Unsatisfactory/Rarely Achieves Expectations (supporting documentation required)

**TOTAL POINTS:** \_\_\_\_\_

---

**Employee Name:** \_\_\_\_\_

---

**SECTION 2: PERFORMANCE OBJECTIVES/GOALS** - specific, measurable, attainable, realistic and time-targeted objectives (what specific work) that an employee and his or her supervisor desires to accomplish during the evaluation period.

**2: PERFORMANCE OBJECTIVES/ GOALS (NEW EVALUATION PERIOD)**

	Performance Objective/Goal	How Objective/Goal is Measured	Anticipated Completion Date
1			
2			
3			
4			
5			

**Supervisor's Comments: (Narrative to support overall review and/or as documentation for ratings of 1 through 5.)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Employee's Comments: (Employee may provide additional comments to be retained with this document in the personnel file.)** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Check the following items for completion:**

- Goals and Objectives have been developed and discussed with employee?  Yes  No
- Job Duties and Performance Expectations have been discussed with employee?  Yes  No
- Appropriate corrective action has been discussed with employee?  Yes  No  NA

**By signing below, I acknowledge that I have participated in the review process and have received a copy of the review.**

\_\_\_\_\_  
Chairperson's Signature                      Date                      Employee's Signature                      Date

# **AGENDA ITEM 6.C.**

## **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, 2<sup>ND</sup> Floor, Room 20 • Hollywood, FL 33020  
(954) 921-3333 • (954) 921-3332 Fax • [www.hollywoodpension.com](http://www.hollywoodpension.com)

### CITY COMMISSION COMMUNICATION September 2024

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

#### BOARD OF TRUSTEES

Phyllis Shaw – Chair  
Barbara Armand – Vice Chair

Robert Strauss – Secretary  
Jeffrey Greene

David Keller  
George Keller

\*One citizen member position on the Board of Trustees is vacant. This member is appointed by and serves at the pleasure of the City Commission; must be a resident of the City; and cannot be identified with the City government.

All Trustees attended the August 2024 Meeting of the Board of Trustees.

#### ITEMS OF INTEREST TO THE CITY COMMISSION

- The estimated value of the Fund's assets available for investments on July 31, 2024 was \$467.0 million, up 1.5% net of fees for the month of July 2024, and up 13.7% for the fiscal year to date.
- The Funded Ratio (the value of the actuarial assets divided by the actuarial accrued liability) was 64.5% as of October 1, 2023, up from 64.4% as of October 1, 2022, and up from 64.1% as of October 1, 2021.
- The Board approved a request to proceed with a vote of the membership on PO-2024-14, a proposed ordinance regarding the Employees' Retirement Fund allowing in-service distributions for charter employees.
- The Fund is involved in a lawsuit related to the survivor benefit of a deceased retiree, in which more than one party claimed the benefit. The Fund has previously prevailed in a Writ of Certiorari. The party that lost has again filed suit against the Fund.

#### UPCOMING PENSION EDUCATIONAL OPPORTUNITIES FOR CITY COMMISSION

- Segal Marco Advisors 2024 Client Conference  
October 24 – 26, 2024  
Vinoy, St. Petersburg
- IFEBP New Trustee Institute and Annual Con.  
November 10 - 13, 2024  
San Diego, California
- Police Officers' and Firefighters' Pension trustee Conference .  
November 13 - 15, 2024  
The Shores, Daytona Beach Shores
- FPPTA Winter School  
January 26-29, 2025  
Renaissance, Orlando

#### MEETING SCHEDULE 2024

All Commissioners are invited to attend.

<u>Dates</u>	<u>Time</u>	<u>Location</u>
October 22, 2024	9:00am-12:00pm	City Hall, Room 219
December 10, 2024	9:00am-12:00pm	City Hall, Room 219

# **AGENDA ITEM 7.B.**

## **EXECUTIVE DIRECTOR'S REPORT**


### **PROPOSED EMPLOYEE TRUSTEE ELECTION PROCESS**



## CITY OF HOLLYWOOD EMPLOYEES' RETIREMENT FUND

2600 Hollywood Blvd. • City Hall Annex Building, 2<sup>ND</sup> Floor, Room 20 • Hollywood, FL 33020  
(954) 921-3333 • (954) 921-3332 Fax • [www.hollywoodpension.com](http://www.hollywoodpension.com)

**TO:** Board of Trustees

**FROM:** Christine Bailey 

**SUBJECT:** Election of Employee Trustee to the City of Hollywood Employees' Retirement Fund

**DATE:** September 17, 2024

---

The term of Trustee Barbara Armand expires on February 28, 2025. Section 33.025(R)(1) of the City Code of Ordinances provides that employee-elected trustees are elected by a vote of all employee members (including those participating in the DROP). The Code further provides that the election shall be administered by the Pension Coordinator subject to approval of the Board. Based on the Board's Trustee Election Procedures (copy attached) the following timeline is being presented for your consideration:

November 25, 2024	<b>Request for Applications for Candidacy</b> including the qualification requirements will be sent to all employees who are members of the Fund.
December 19, 2024	<b>Nominations closes.</b> Applications will be accepted through 12:00 p.m.
December 26, 2024	<b>Certification of Qualified Candidates.</b> The Executive Director will certify that each candidate is a member of the Fund with at least six years of credited service.  If only one qualified candidate is certified, the Chair of the Board shall cast a symbolic ballot to elect the candidate and the election process concludes.  If more than one qualified candidate is certified, each candidate will be notified of the Dates, Times and Locations of the Elections.  <b>Notification of Qualified Candidates.</b> Candidates are notified of their candidacy and advised that they may begin campaigning. Employees are notified of nominated employees.
January 21, 2025	<b>Notice of Election to the Board of Trustees.</b> Notice of the election is posted in all City of Hollywood locations in the areas most commonly utilized for posting notices to employees.
January 27, 2025 Through January 31, 2025	<b>Early Voting.</b> Voting will be open 9:00 a.m. to 4:00 p.m. at the Pension Office.

- February 4, 2025                    **Election Day.** Voting will be open 7:30 a.m. – 5:00 p.m. at City Hall Main Entrance, 1st Floor, East Side.
- Ballot Count.** Ballots will be counted immediately following the election.
- February 5, 2025                    **Declaration of Election Results.** Election results will be posted on the City's Sunshine Board
- February 20, 2025                    **Challenge of Election Results closes.** Challenges concerning the election results must be submitted through 5:00p.m.
- March 6, 2025                        **Response to Challenge of Election Results closes.** Responses to Challenges concerning the election results may be submitted by candidates through 5:00p.m.
- After March 6, 2025                    **Board Addresses Challenge of Election Results.** At the next Regular or Special Meeting, the Board of Trustees addresses challenges concerning the election results. The Board of Trustees will resolve any challenges or disputes by majority vote which will be binding on all parties.

# ***City of Hollywood Employees' Retirement Fund***

## ***TRUSTEE ELECTION PROCEDURES***

1. Trustee Election Timeline for expiring terms is prepared and approved by the Board at its regular meeting in September. Trustee Election Timeline shall detail: 1) the date "Request for Applications for Candidacy" is provided to all employees (in the last week of November), 2) the date and time nominations close (12:00 p.m. on the Thursday before December 24th), 3) the date candidates and employees are notified of the nominated candidates (the Thursday following December 24th), 4) the date campaigning may begin (the Thursday following December 24th), 5) the election date (the first Tuesday in February), and 6) "Early Voting" dates. The preceding applies for a Trustee vacancy that occurs before an unexpired term of office (dates may differ based on the date of vacancy).
2. During last week of November, provide "Request for Applications for Candidacy" to all employees. Candidate eligibility: an active member of the City of Hollywood Employees' Retirement Fund with six (6) or more years of credited service.
3. On the Thursday preceding December 24th, close nominations at 12:00 p.m.
4. On the Thursday following December 24th, notify candidates of their candidacy and that they may begin campaigning. Campaigning shall not be done utilizing City equipment (computers, vehicles, paper, cell phones, etc.) and/or on City time.
5. On the Thursday following December 24th, Pension Coordinator to notify all employees of the nominated candidates.
6. Two (2) weeks prior to Election Day, the Pension Coordinator shall have posted "Notice of Election to the Board of Trustees" in all City of Hollywood locations in the areas most commonly utilized for posting notices to employees. The "Notice" shall include the date, time and location of the election on Election Day as well as the dates and times the Pension Office will be open for Early Voting.
7. The Pension Office (the polling place for Early Voting purposes only) will be open 9:00 a.m. to 4:00 p.m. for Early Voting Monday – Friday the week immediately preceding Election Day. Ballots cast during Early Voting will only be opened on Election Day along with all other ballots (see #11).
8. Election Day will be the first Tuesday of February. Hours of election will be 7:30 a.m. – 5:00 p.m. The polling place on Election Day will be City Hall Main Entrance, 1<sup>st</sup> Floor, East Side.

9. Each employee must show a picture ID before a ballot will be provided. Voter eligibility: all full-time City of Hollywood employees covered by the City of Hollywood Employees' Retirement Fund (includes employees in the Employees' Retirement Fund DROP, but excludes all part-time City employees, retirees, and City employees covered by the Police or Firefighters' retirement plans).
10. No candidate or other person(s) may solicit voters inside the polling place or within 100 feet of the entrance to any polling place.
11. Immediately after voting closes on Election Day, sort, count and tabulate all ballots cast during "Early Voting" and on Election Day. The ballot count will be verified by two (2) people, one of whom shall be the Pension Coordinator and exclude all candidates.
12. Post the election results on the City's Sunshine Board on the Wednesday immediately following Election Day. The candidate with the highest number of votes in the election will be the winner.
13. In the event of a challenge or dispute concerning an election, the person making the challenge or dispute shall submit a written description of the relevant facts and circumstances to the Pension Coordinator. The challenge or dispute shall be considered by the Board at the next regular meeting, or at a special meeting scheduled for this purpose. At the meeting, the person making the challenge or dispute shall be given an opportunity to present the relevant facts and circumstances, and any supporting documents, to the Board, a copy to be provided to all other candidates within ten (10) working days following the election results. Any other candidate may submit a written response to the challenge within ten (10) working days. The challenge will be considered at the next regularly scheduled meeting, or special meeting if one is called. The Board may ask questions, and may request additional information or documents concerning the challenge or dispute. After considering the information and documents, the Board shall take final action to resolve the challenge or dispute by majority vote, which action shall be binding on all parties.

**AGENDA ITEM 7.C.**  
**EXECUTIVE DIRECTOR'S REPORT**  
**INDEPENDENT AUDITORS**  
**FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024**



September 11, 2024

To the Board of Trustees and Executive Director  
City of Hollywood Employees' Retirement Fund  
City Hall Annex, Room 20  
2600 Hollywood Boulevard  
Hollywood, FL 33020

Re: Option Years For Audit Contract Between Marcum LLP and City of Hollywood Employees' Retirement Fund dated September 1, 2022

This letter serves as an addendum (all previous terms of the referenced agreement/engagement letter are still in effect) of our understanding of the services we, Marcum LLP ("Marcum"), are to provide the City of Hollywood Employees' Retirement Fund (the "Plan", "you" or "your"). This addendum serves as a formal exercise of the option to extend the audit services contract for fiscal years ending September 30, 2024 through September 30, 2027 (matches the City's audit contract).

**Fees**

Our fee for these services will be based on the actual time spent at our discounted hourly rates reflected in our audit contract referenced above. The financial audit fee for the professional services for fiscal years ending September 30, 2024 through September 30, 2027 is as follows:

Fiscal Year	Audit Fee
2024	\$25,000
2025	\$26,000
2026	\$27,000
2027	\$28,000

We appreciate the opportunity to be of continued service to the Plan. If you have any questions, please let us know.

Very truly yours,

Marcum LLP

Moises D. Ariza, CPA, CGMA  
Partner



City of Hollywood Employees' Retirement Fund  
September 11, 2024  
Page 2

**ACCEPTED**

This letter correctly sets forth the agreement of the City of Hollywood Employees' Retirement Fund.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_



September 1, 2022

To the Board of Trustees and Executive Director  
City of Hollywood Employees' Retirement Fund  
City Hall Annex, Room 20  
2600 Hollywood Boulevard  
Hollywood, FL 33020

Re: Engagement of Marcum LLP

We are pleased to confirm our understanding of the services Marcum LLP ("Marcum," the "Firm," "we," "us" or "our") are to provide to the City of Hollywood Employees' Retirement Fund (the Plan) for the fiscal year ending September 30, 2022. We will audit the financial statements of the Plan as of and for the fiscal year ending September 30, 2022 with the option to extend this contract for one (1) additional fiscal year (for fiscal year ending September 30, 2023 and beyond if the Plan chooses to match Marcum LLP's audit contract with the City of Hollywood, Florida.

Accounting standards generally accepted in the United States of America require supplementary information (RSI) such as management's discussion and analysis (MD&A), to supplement the Plan's financial statements] be presented to supplement the financial statements. Such information, although not a part of the financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of City Contributions
- 3) Schedule of Changes in the City's Net Pension Liability and related Ratios
- 4) Schedule of Investment Returns

#### **Audit of the Financial Statements**

- We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America =. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence



about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of Plan's financial statements. Our report will be addressed to the governing body of Plan. We cannot provide assurance that unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraphs, or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over

financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on the Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* upon completion of our audit.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods or any losses that might be incurred during any later periods for which we are not engaged as auditors.

You have engaged us to include in our report a section that discusses key audit matters, if any, identified during our audit. Key audit matters that are communicated or required to be communicated to those charged with governance that were, in the auditors' professional judgment, of most significance to the audit of the financial statements of the current period. Key audit matters may involve, among other things, areas of higher risk of material misstatement or significant identified risks; areas that require significant auditor judgment, such as accounting estimates or other areas subject to a high degree of estimation uncertainty; or the effect of significant events or transactions in the current period. For each key audit matter identified in our report, our report will describe the primary reasons we designated it as a key audit matter, how it was addressed in the audit, and refer to the financial statement accounts or disclosures related to it. The communication of key audit matters does not alter in any way our opinion on the financial statements, taken as a whole. If our audit does not identify any key audit matters, our audit report will state that conclusion.

We have identified the following significant risks of material misstatement as part of our audit planning, and we would be happy to discuss these with you during the course of our audit (See examples below:

- Management override of internal controls
- Implementation of new accounting standards (when applicable)
- Fair value measurements

#### **Management's Responsibilities**

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America ("GAAP");

2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit;
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
  - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
  - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report.
4. For including the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
6. For preparing written representation requests from the Plan's attorneys as part of the engagement, and they may bill you for responding to these inquiries.
7. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
8. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials;
9. For informing us of their knowledge of any allegations of fraud or suspected fraud affecting the Plan received in communications from employees, former employees, regulators or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations. We strongly urge you to obtain insurance protection for such risks;
10. For the accuracy and completeness of all information provided; and

**11. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information.**

At the conclusion of our audit, we will request certain written representations from you that, among other things, will confirm management's responsibility for the preparation of the financial statements in accordance with GAAP, attesting to the completeness and truthfulness of representations and disclosures made to us during the course of our work, the completeness and availability of all minutes of the Board of Trustees (Board) meetings, and, to the best of your knowledge and belief, the absence of irregularities involving management or those employees who have significant roles in the Plan's internal control structure. Management is also responsible for adjusting the financial statements to correct misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the audited financial statements are immaterial, both individually and in the aggregate, to the financial statements as a whole. Any assistance provided by us in preparing the financial statements, adjusting entries or disclosures does not decrease management's responsibility to assure that the result is not misleading. Further, you are responsible for designating a qualified management-level individual to be responsible and accountable for overseeing any such services. The management representation letter must be signed and returned to us before we will release our auditors' report.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. If you are missing any documents or workpapers from our prior years' engagements (if applicable), it is your responsibility to inform us. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, the Contractor's duty to provide public records relating to this contract, contact the Custodian of Public Records at:

Christine Bailey  
Executive Director  
City of Hollywood, Florida Employees' Retirement Fund  
(954) 921-3333  
CBAILEY@hollywoodfl.org

**Communication with Those Charged with Governance**

As part of our engagement, we are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process as well as other matters we believe should be communicated to those charged with governance. GAAS does not require the auditor to design procedures for the purpose of identifying other matters to communicate with those charged with governance. Such

matters include, but are not limited to, (1) the initial selection of and changes in significant accounting policies and their application; (2) the process used by management in formulating particularly sensitive accounting estimates and the basis for our conclusions regarding the reasonableness of those estimates; (3) all passed audit adjustments; (4) any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our report; (5) our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters; (6) major issues that were discussed with management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; (7) serious difficulties that we encountered in dealing with management related to the performance of the audit; and (8) matters relating to our independence as the Plan's auditors.

#### **Auditors' Report and Reproduction**

We will issue a written report upon completion of our audit of the Plan's financial statements. Our report will be addressed to those charged with governance. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraphs to our auditors' report. If for any reason, we are unable to complete the audit or we are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement. If, in our professional judgment, the circumstances require us to do so, we may resign from the engagement prior to completion.

With regard to the electronic dissemination of the Plan's financial statements, including financial statements published electronically on the Plan's website, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

#### **Assistance By Your Personnel**

We will ask that your personnel, to the extent possible, prepare required schedules and analyses, and make selected invoices and other required documents available to our staff. This assistance by your personnel will serve to facilitate the progress of our work and minimize our time requirements.

You acknowledge that the Plan's confidential information may be transmitted to us through an information portal or delivery system established by us or on our behalf. You shall notify us in writing of your employees, representatives, or other agents to be provided access to such portal or system; upon the termination of such status, you shall immediately notify us in writing. You acknowledge that you are responsible for the actions of your current and former employees, representatives, or other agents in connection with the transmission of your information. During the course of the engagement, we may communicate with you or your personnel via fax or e-

mail, and you understand that communication in those mediums involves a risk of misdirected or intercepted communications.

### **Background Checks**

As a matter of our Firm policy, we may perform background checks on potential clients and/or on existing clients, on an as-determined basis. The terms and conditions of this engagement are expressly contingent upon the satisfactory completion of our investigatory procedures and we reserve the right to withdraw from any relationship should information which we deem to be adverse come to our attention. The results of all background checks and other investigatory procedures are submitted to, and reviewed by, our Firm's Client Acceptance Committee.

### **Independence**

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. In order to preserve the integrity of our relationship, no offer of employment shall be discussed with any Marcum professionals assigned to the audit, including within the one-year period prior to the commencement of the year-end audit, and through the date of issuance of our audit report. Pursuant to professional standards, should such an offer of employment be made, or employment commences during the indicated time period, we will consider this an indication that our independence has been compromised. As such, we may be required to recall our auditors' report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates.

### **Confidentiality/Access to Working Papers**

The working papers prepared in conjunction with our engagement are the property of Marcum and constitute confidential information. These working papers will be retained by us in accordance with applicable laws and with our Firm's policies and procedures. However, we may be required, by law or regulation, to make certain working papers available to regulatory authorities for their review, and upon request, we may be required to provide such authorities with photocopies of selected working papers.

The Firm is required to undergo a "Peer Review" every three years. During the course of a Peer Review engagement, selected working papers and financial reports, on a sample basis, will be inspected by an outside party on a confidential basis. Consequently, the accounting and/or auditing work we performed for you may be selected. Your signing this letter represents your acknowledgement and permission to allow such access should your engagement be selected for review.

As a result of our prior or future services to you, we may be required or requested to provide information or documents to you or a third party in connection with a legal or administrative proceeding (including a grand jury investigation) to which we are not a party. If this occurs, we



shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession.

### **Third-Party Service Providers**

Marcum may use third parties, including cloud-based service providers, in each case within or outside of the United States in connection with the provision of services and/or for internal, administrative and/or regulatory compliance purposes. You agree that Marcum may provide confidential and other information Marcum receives in connection with this agreement to third-party providers for such purposes. Marcum maintains internal policies, procedures and safeguards to protect the confidentiality of your information and Marcum will remain responsible to you for the protection of such information and services performed by third-party service providers as provided herein.

### **Dispute Resolution Procedure, Waiver of Jury Trial and Jurisdiction and Venue for Any and All Disputes Under This Engagement Letter and Governing Law**

**AS A MATERIAL INDUCEMENT FOR US TO ACCEPT THIS ENGAGEMENT AND/OR RENDER THE SERVICES TO THE ORGANIZATION IN ACCORDANCE WITH THE PROVISIONS OF THIS ENGAGEMENT LETTER:**

*The Firm and the Organization each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this engagement letter and/or the services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. The Firm and the Plan each expressly agree and acknowledge that the 17<sup>th</sup> Judicial Court, in and for Broward County, Florida and the United States District Court for the Southern District of Florida, shall each have exclusive and sole jurisdiction and venue for any respective state or federal actions arising from, relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions of either party.*

*The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action of the Firm and/or the Plan and our relationship with you shall be governed by the laws of the State of Florida to the extent said laws are not inconsistent with the Federal Securities Laws and Rules, Regulations and Standards thereunder. In any litigation brought by either the Firm or the Plan, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.*

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been

impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for all direct and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation or thereafter as circumstances and this agreement may require, plus applicable interest, costs, fees and attorneys' fees.

#### **LIMITATION OF LIABILITY**

Subject to and without waiver of the provisions of Section 768.28, Florida Statutes, the Plan hereby indemnifies Marcum and its partners, principals, and employees, and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a **known and intentional** misrepresentation by a member of the Plan's management, regardless of whether such person was acting in the Plan's interest. This indemnification will survive completion or termination of this agreement.

#### **Non-Attest/Non-Audit Services**

We will not assume management responsibilities on behalf of the Plan. However, we will provide advice and recommendations to assist management of the Plan in performing its responsibilities.

The Plan's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee any non-attest services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

We are prohibited by professional standards from preparing source documents and authorizing or approving transactions. Accordingly, management must determine and approve all transactions including appropriate account classifications. As part of our engagement, we may propose standard, adjusting or correcting journal entries to the financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements.

The services cannot be relied on to detect errors, fraud or illegal acts that may exist. However, we will inform you of any material errors, fraud or illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in the Plan's internal control as part of a non-attest/non-audit service engagement.

We will perform the following service that is considered a non-attest services:

- Assistance with the Financial Statement Preparation

### **Other Services**

We are always available to meet with you and/or other executives at various times throughout the year to discuss current business, operational, accounting and auditing matters affecting the Plan. Whenever you feel such meetings are desirable please let us know; we are prepared to provide services to assist you in any of these areas. We will also be pleased, at your request, to attend the meetings of the Plan's Board.

### **Timeline**

Marcum's engagement ends on the earlier of termination (including without limitation, our resignation or declining to issue a report or other work product) or Marcum's delivery of its report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

### **Fees**

As delineated in this engagement letter, the above described professional services will be completed for a maximum fee of \$21,000 for fiscal year ending September 30, 2022. The Plan has the option to renew this contract for one subsequent fiscal year and beyond (to match Marcum's audit contract with the City).

Our invoices for these fees will be rendered as the work progresses, and are due and payable once approved by the Board. In accordance with our Firm policies, should any invoice remain unpaid, we reserve the right to defer providing any additional services until all outstanding invoices are paid in full. You agree that we are not responsible for the impact on the Plan of any delay that results from such non-payment by you.

To the extent that certain circumstances, including but not limited to those listed in Appendix A, arise during the engagement, our fee estimate may be significantly affected and additional fees may be necessary. Additional services provided beyond the described scope of services will be billed separately. Any fees above the agreed-upon maximum amount must have prior Board of Trustees approval. Our discounted billing rates for any additional work agreed to by the Plan/Board would be as follows:

- Partner \$350
- Manager \$240
- Supervisor \$185
- Senior \$165
- Staff \$150

## Agreement

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If it is determined that any provision of this letter is unenforceable, all other provisions shall remain in full force and effect. This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. Client may not assign or transfer this Agreement, or any rights, licenses, obligations, claims or proceeds from claims arising out of or in any way relating to this Agreement, any Services provided hereunder, or any fees for Services to anyone, by operation of law or otherwise without Marcum's prior written consent and any assignment without consent shall be void and invalid. Marcum may assign this Agreement, including all the rights and benefits hereunder, to any affiliate or acquirer of or successor to its business, or purchaser of all or substantially all of its assets, stock or interests or in the event of a reorganization or restructuring, and by your signature hereto, you consent to such assignment and the transfer of Client's files and information.

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the Plan and that no other person or entity shall be authorized to enforce the terms of this engagement. The undersigned represents and warrants that it has the requisite authority and consents to enter into and perform this Agreement and the obligations herein for and on behalf of the Plan.

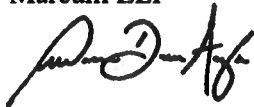
If you agree with the terms of our engagement, as described in this letter, please sign this PDF version of the engagement letter and return it to us by email and we will send you a fully executed copy.

Moises D. Ariza, CPA is the Engagement Partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Michael D. Futterman, CPA will serve as the Quality Control Director on this audit engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,

Marcum LLP



Moises D. Ariza, CPA  
Partner

MDA/kw

City of Hollywood Employees' Retirement Fund  
September 1, 2022  
Page 12

**ACCEPTED**

This letter correctly sets forth the agreement of City of Hollywood Employees' Retirement Fund.

Authorized signature: *[Handwritten Signature]*

RC

Title: Chair / Trustee

Date signed: 20 October 2022

## **APPENDIX A**

### **City of Hollywood Employees' Retirement Fund Circumstances Affecting Timing and Fees**

The estimated fee is based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by Marcum in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, Marcum may incur significant unanticipated costs.
2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to Marcum (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). Marcum will provide the accounting personnel with a separate listing of required schedules and deadlines.
3. Weaknesses in the internal control structure.
4. Significant new issues or unforeseen circumstances as follows:
  - a. New accounting issues that require an unusual amount of time to resolve.
  - b. Changes or transactions that occur prior to the issuance of our report.
  - c. Changes in the Organization's accounting personnel, their responsibilities, or their availability.
  - d. Changes in auditing requirements set by regulators.
5. Significant delays in the accounting personnel's assistance in the engagement or delays by them in reconciling variances as requested by Marcum. All invoices, contracts and other documents which we will identify for the Organization, are not located by the accounting personnel or made ready for our easy access.
6. A significant level of proposed audit adjustments are identified during our audit.
7. Changes in audit scope caused by events that are beyond our control.
8. Untimely payment of our invoices as they are rendered.

**AGENDA ITEM 7.D.**  
**EXECUTIVE DIRECTOR'S REPORT**  
**CPMS UPDATE**

September 11, 2024

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

Dear Ms. Bailey:

GTJZ Consulting continues to provide consulting services for the City of Hollywood Employees' Retirement Fund in connection with CPMS Post-Go-live Task (PGL Tasks) per its current Agreement which expires on 9/30/2024. While much has been accomplished over the year, certain PGL tasks remain. Given the nature of the project schedule, COHERF requested that GTJZ Consulting continue to assist with PGL Tasks during the month of October 2024.

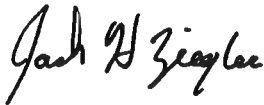
The scope of work continues to be based on the PGL Tasks list maintained by COHERF. GTJZ will work to assist COHERF to complete as many of the remaining tasks as possible during the period of 10/1/2024 through 10/31/2024 and within GTJZ's available hours.

GTJZ Consulting's professional fees for the October 2024 extension for PGL Tasks will be billed on a time & materials basis for actual hours incurred at our current hourly rate of \$225 per hour. Total fees will not exceed \$32,400.00.

\* \* \* \* \*

GTJZ appreciates the opportunity to continue its assistance to the Retirement Fund on the important tasks needed for CPMS. I'm available to discuss this letter at your convenience.

Sincerely,



Jack H. Ziegler  
Gary Tunnicliffe & Jack Ziegler LLC



**AGENDA ITEM 7.E.**  
**EXECUTIVE DIRECTOR'S REPORT**  
**PERSONNEL CONSIDERATIONS**

**City of Hollywood Employees' Retirement Fund  
Personnel Action Considerations - September 17, 2024**

**Current Status**

Employee Name	Hire Date	Hourly Rate	Annual Salary
Christine Bailey	1/22/2018	87.63	182,270.40
Veron Sibble	8/27/2018	47.88	99,590.40
Yvonne Narayan	9/10/2018	25.87	53,809.60
<b>Total</b>			<b>335,670.40</b>

**Proposed Personnel Action**

Employee Name	Annual Salary	Annual Adjustment 5%	Proposed Annual Increase
Veron Sibble	99,590.40	4,979.52	104,569.92
Yvonne Narayan	53,809.60	2,690.48	56,500.08

**Alternative options**

Employee Name	Annual Salary	Annual Adjustment 4%	Proposed Annual Increase
Veron Sibble	99,590.40	3,983.62	103,574.02
Yvonne Narayan	53,809.60	2,152.38	55,961.98

Employee Name	Annual Salary	Annual Adjustment 3%	Proposed Annual Increase
Veron Sibble	99,590.40	2,987.71	102,578.11
Yvonne Narayan	53,809.60	1,614.29	55,423.89

# Southeast Information Office

Search Southeast Region

[Southeast Home](#) | 
 [Southeast Geography](#) | 
 [Southeast Subjects](#) | 
 [Southeast Archives](#) | 
 [Contact Southeast](#)

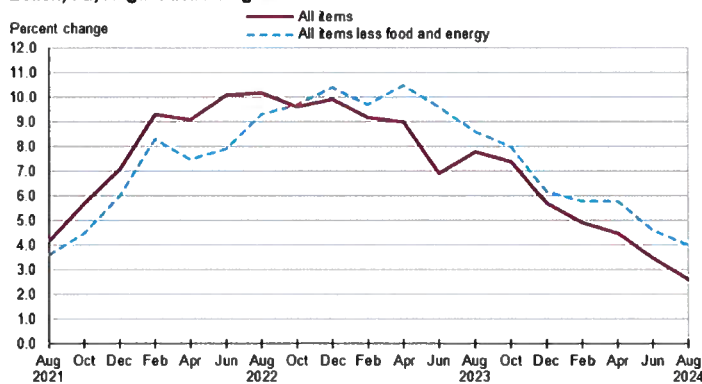
## Consumer Price Index, Miami-Fort Lauderdale-West Palm Beach — August 2024

### Area prices up 2.6 percent over the past 12 months

The Consumer Price Index for All Urban Consumers (CPI-U) for Miami-Fort Lauderdale-West Palm Beach rose 0.3 percent from June to August, the U.S. Bureau of Labor Statistics reported today. (See [table A](#).) Regional Commissioner Victoria G. Lee noted that the bi-monthly all items increase was largely attributed to an increase in the shelter index. (Data in this report are not seasonally adjusted. Accordingly, bi-monthly changes may reflect the impact of seasonal influences.)

The all items CPI-U increased 2.6 percent for the 12 months ending in August. (See [chart 1](#) and [table A](#).) The index for all items less food and energy advanced 4.0 percent over the past year. The food index also increased over the last 12 months, up 0.3 percent. In contrast, the energy index fell 10.1 percent over the past year. (See [table 1](#).)

**Chart 1. Over-the-year percent change in CPI-U, Miami-Fort Lauderdale-West Palm Beach, FL, August 2021–August 2024**



Source: U.S. Bureau of Labor Statistics.

[View Chart Data](#)

### Food

The food index rose 0.1 percent from June to August. The index for food away from home increased 1.8 percent over the bi-monthly period. In comparison, the food at home index fell 0.7 percent over the same period. Two of the six major grocery store food group indexes declined from June to August, including a 6.9-percent decrease in the index for other food at home.

The food index increased 0.3 percent for the 12 months ending in August, reflecting a 3.1-percent increase in the food away from home index. In contrast, the index for food at home declined 0.8 percent over the 12-month period. The six major grocery store food group indexes were split over the year, with three increases and three decreases. Other food at home (-7.3 percent) and meats, poultry, fish, and eggs (-3.3 percent) were among the indexes to decline over the last 12 months. Cereals and bakery products (+7.9 percent) and nonalcoholic beverages and beverage materials (+6.5 percent) were among the indexes to increase over the past year.

### Energy

The energy index fell 0.8 percent from June to August, reflecting declines in the electricity (-1.3 percent) and gasoline (-0.6 percent) indexes. The index for natural gas was little changed over the two-month period, up 0.1 percent.

The energy index fell 10.1 percent for the 12 months ending in August, led by declines in the gasoline (-10.4 percent) and electricity (-11.5 percent) indexes. The natural gas index also declined over the past year, down 2.3 percent.

### All items less food and energy

The index for all items less food and energy rose 0.5 percent from June to August. The index for shelter increased 0.5 percent over the bi-monthly period, reflecting increases in the index for owners' equivalent rent (+0.5 percent) and rent of primary residence (+0.4 percent). Recreation (+1.4 percent) was also an index to have a notable increase from June to August.

The index for all items less food and energy advanced 4.0 percent for the 12 months ending in August. The shelter index increased 5.0 percent over the last year and was the largest contributor to the total 12-month increase in the all items less food and energy index. The index for owners' equivalent (+5.5 percent) and the index for rent of primary residence (+5.0 percent) also increased over the past year. In contrast, the index for used cars and trucks declined 11.0 percent over the same period.

**Table A. Miami-Fort Lauderdale-West Palm Beach, FL, CPI-U 2-month and 12-month percent changes, all items index, not seasonally adjusted**

Month	2020		2021		2022		2023		2024	
	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month
February	0.4	1.4	0.8	1.4	2.8	9.3	2.1	9.2	1.4	4.9
April	-1.0	-0.5	1.6	4.1	1.5	9.1	1.4	9.0	1.0	4.5
June	0.7	0.7	1.6	5.1	2.5	10.1	0.5	6.9	-0.4	3.5
August	1.0	1.4	0.2	4.2	0.4	10.2	1.2	7.8	0.3	2.6
October	0.1	1.0	1.5	5.7	0.9	9.6	0.5	7.4		

### News Release Information

24-1903-ATL  
Wednesday, September 11, 2024

### Contacts

**Technical information:**  
(404) 893-4222  
[BLInfoAtlanta@bls.gov](mailto:BLInfoAtlanta@bls.gov)  
[www.bls.gov/regions/southeast](http://www.bls.gov/regions/southeast)

**Media contact:**  
(404) 893-4220

### Related Links

[CPI Charts](#) | [Southeast CPI Card](#)

Month	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month
December	-0.2	1.1	1.2	7.1	1.4	9.9	-0.2	5.7		

The Miami-Fort Lauderdale-West Palm Beach Consumer Price Index for October 2024 is scheduled to be released on Wednesday, November 13, 2024, at 8:30 a.m. (ET).

### Technical Note

The Consumer Price Index for Miami is published bi-monthly. The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107. For further details see the CPI home page on the internet at [www.bls.gov/cpi](http://www.bls.gov/cpi) and the CPI section of the BLS Handbook of Methods available on the internet at [www.bls.gov/opub/hom/cpi/](http://www.bls.gov/opub/hom/cpi/).

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The Miami-Fort Lauderdale-West Palm Beach, FL Core Based Statistical Area is comprised of Broward County, Miami-Dade County, and Palm Beach County.

Information in this release will be made available to individuals with sensory impairments upon request. Voice phone: (202) 691-5200; Telecommunications Relay Service: 7-1-1.

**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods**  
Miami-Fort Lauderdale-West Palm Beach, FL (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from-		
	Jun. 2024	Jul. 2024	Aug. 2024	Aug. 2023	Jun. 2024	Jul. 2024
<b>Expenditure category</b>						
<b>All Items</b>	346.955	-	348.158	2.6	0.3	-
<b>All Items (November 1977=100)</b>	559.243	-	561.183	-	-	-
<b>Food and beverages</b>	321.707	-	322.054	0.6	0.1	-
<b>Food</b>	328.885	-	329.167	0.3	0.1	-
<b>Food at home</b>	309.321	312.733	307.241	-0.8	-0.7	-1.8
<b>Cereals and bakery products</b>	417.092	402.059	416.696	7.9	-0.1	3.6
<b>Meats, poultry, fish, and eggs</b>	292.783	305.871	296.652	-3.3	1.3	-3.0
<b>Dairy and related products</b>	264.593	265.833	270.197	2.4	2.1	1.6
<b>Fruits and vegetables</b>	339.191	361.148	339.645	-1.1	0.1	-6.0
<b>Nonalcoholic beverages and beverage materials(1)</b>	316.209	319.968	328.514	6.5	3.9	2.7
<b>Other food at home</b>	262.487	253.878	244.358	-7.3	-6.9	-3.7
<b>Food away from home</b>	365.096	-	371.723	3.1	1.8	-
<b>Alcoholic beverages</b>	-	-	230.906	4.8	-	-
<b>Housing</b>	392.777	-	394.362	4.0	0.4	-
<b>Shelter</b>	462.949	463.919	465.272	5.0	0.5	0.3
<b>Rent of primary residence</b>	462.207	463.568	463.931	5.0	0.4	0.1
<b>Owners' equiv. rent of residences(2)</b>	470.077	471.529	472.635	5.5	0.5	0.2
<b>Owners' equiv. rent of primary residence(2)</b>	470.077	471.529	472.635	5.5	0.5	0.2
<b>Fuels and utilities</b>	214.365	-	213.216	-7.5	-0.5	-
<b>Household energy</b>	183.207	183.214	181.056	-11.3	-1.2	-1.2
<b>Energy services</b>	180.139	180.119	177.875	-11.3	-1.3	-1.2

#### Footnotes

- (1) Index is on a November 1977=100 base.
- (2) Index is on a November 1982=100 base.
- (3) Indexes on a December 1997=100 base.
- (4) Special index based on a substantially smaller sample.
- (5) Indexes on a December 1993=100 base.

- Data not available.

NOTE: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.

Item and Group	Jun. 2024	Jul. 2024	Aug. 2024	Aug. 2023	Jun. 2024	Jul. 2024
Electricity	176.063	176.063	173.784	-11.5	-1.3	-1.3
Utility (piped) gas service	233.733	232.758	233.875	-2.3	0.1	0.5
Household furnishings and operations	199.498	-	199.806	4.0	0.2	-
Apparel	163.634	-	164.706	0.0	0.7	-
Transportation	281.011	-	281.553	-0.8	0.2	-
Private transportation	294.646	-	294.400	-1.0	-0.1	-
New and used motor vehicles <sup>(3)</sup>	129.368	-	128.925	-4.6	-0.3	-
New vehicles <sup>(1)</sup>	280.243	-	279.745	-2.1	-0.2	-
Used cars and trucks <sup>(1)</sup>	376.309	-	367.986	-11.0	-2.2	-
Motor fuel	302.924	308.295	301.181	-10.5	-0.6	-2.3
Gasoline (all types)	299.993	305.346	298.291	-10.4	-0.6	-2.3
Unleaded regular <sup>(4)</sup>	296.185	301.813	294.483	-10.8	-0.6	-2.4
Unleaded midgrade <sup>(4)(5)</sup>	298.998	302.540	296.946	-7.6	-0.7	-1.8
Unleaded premium <sup>(4)</sup>	320.479	324.092	318.855	-6.8	-0.5	-1.6
Medical Care	630.623	-	631.466	4.4	0.1	-
Recreation <sup>(2)</sup>	138.452	-	140.378	3.5	1.4	-
Education and communication <sup>(3)</sup>	134.897	-	134.055	-0.4	-0.6	-
Tuition, other school fees, and child care <sup>(1)</sup>	1,152.862	-	1,175.866	3.6	2.0	-
Other goods and services	474.401	-	481.215	6.0	1.4	-
<b>Commodity and service group</b>						
All items	346.955	-	348.158	2.6	0.3	-
Commodities	244.317	-	244.703	-1.4	0.2	-
Commodities less food & beverages	199.075	-	199.448	-2.6	0.2	-
Nondurables less food & beverages	242.166	-	242.518	-3.4	0.1	-
Durables	156.074	-	156.424	-1.6	0.2	-
Services	424.904	-	426.770	4.3	0.4	-
<b>Special aggregate indexes</b>						
All items less medical care	334.487	-	335.690	2.5	0.4	-
All items less shelter	286.141	-	286.799	0.6	0.2	-
Commodities less food	200.787	-	201.180	-2.3	0.2	-
Nondurables	284.149	-	284.502	-1.2	0.1	-
Nondurables less food	241.527	-	241.926	-2.7	0.2	-
Services less rent of shelter <sup>(2)</sup>	378.998	-	380.220	3.1	0.3	-
Services less medical care services	406.279	-	408.264	4.4	0.5	-
Energy	238.162	240.605	236.189	-10.1	-0.8	-1.8
All items less energy	359.037	-	360.555	3.5	0.4	-
All items less food and energy	363.748	-	365.454	4.0	0.5	-
<b>Footnotes</b>						
(1) Index is on a November 1977=100 base.						
(2) Index is on a November 1982=100 base.						
(3) Indexes on a December 1997=100 base.						
(4) Special index based on a substantially smaller sample.						
(5) Indexes on a December 1993=100 base.						
- Data not available.						
NOTE: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.						

Last Modified Date: Wednesday, September 11, 2024

U.S. BUREAU OF LABOR STATISTICS Southeast Information Office Suite 7T50 61 Forsyth St., S.W. Atlanta, GA 30303

Telephone: 1-404-893-4222 [www.bls.gov/regions/southeast](http://www.bls.gov/regions/southeast) [Contact Southeast Region](#)



# Southeast Information Office

Search Southeast Region

- [Southeast Home](#)
- [Southeast Geography](#)
- [Southeast Subjects](#)
- [Southeast Archives](#)
- [Contact Southeast](#)

## Consumer Price Index, Miami-Fort Lauderdale-West Palm Beach — August 2023

### Area prices up 7.8 percent over the past 12 months

The Consumer Price Index for All Urban Consumers (CPI-U) for Miami-Fort Lauderdale-West Palm Beach rose 1.2 percent from June to August, the U.S. Bureau of Labor Statistics reported today. Regional Commissioner Victoria G. Lee noted that the index for all items less food and energy increased 1.1 percent over the bi-monthly period. The energy index and the food index also increased from June to August, up 3.9 percent and 0.5 percent, respectively. (Data in this report are not seasonally adjusted. Accordingly, bi-monthly changes may reflect the impact of seasonal influences.)

The all items CPI-U increased 7.8 percent for the 12 months ending in August. (See [chart 1](#) and [table A](#).) The index for all items less food and energy advanced 8.6 percent over the year. The indexes for food (+5.6 percent) and energy (+4.3 percent) also increased over the last 12 months. (See [table 1](#).)

### News Release Information

23-1999-ATL  
Wednesday, September 13, 2023

### Contacts

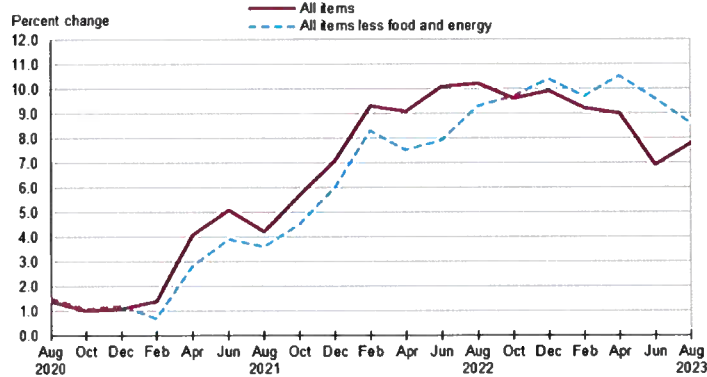
**Technical Information:**  
(404) 893-4222  
[BLInfoAtlanta@bls.gov](mailto:BLInfoAtlanta@bls.gov)  
[www.bls.gov/regions/southeast](http://www.bls.gov/regions/southeast)

**Media contact:**  
(404) 893-4220

### Related Links

[CPI Charts](#) | [Southeast CPI Card](#)

**Chart 1. Over-the-year percent change in CPI-U, Miami-Fort Lauderdale-West Palm Beach, FL, August 2020–August 2023**



Source: U.S. Bureau of Labor Statistics.

[View Chart Data](#)

### Food

The food index rose 0.5 percent from June to August, led by a 0.4-percent increase in the food at home index. Four of the six major grocery store food group indexes increased over the month, including a 2.9-percent increase in nonalcoholic beverages and beverage materials. The index for food away from home rose 0.5 percent over the bi-monthly period.

The food index increased 5.6 percent for the 12 months ending in August, led by a 4.6-percent increase in the food at home index as all six major grocery store food groups indexes increased. The food away from home index also continued to increase over the past year, up 7.9 percent.

### Energy

The energy index rose 3.9 percent from June to August, primarily due to a 9.9-percent increase in the gasoline index. In contrast, the electricity and natural gas indexes declined over the two-month period, down 2.5 percent and 0.5 percent, respectively.

The energy index increased 4.3 percent for the 12 months ending in August, led by a 12.2-percent increase in the electricity index. The gasoline index edged up 0.2 percent over the past year, while the index for natural gas increased 9.1 percent.

### All items less food and energy

The index for all items less food and energy rose 1.1 percent from June to August, led by a 1.3-percent increase in the shelter index. Within shelter, owners' equivalent rent increased 1.4 percent over the bi-monthly period and rent of primary residence increased 1.3 percent.

The index for all items less food and energy advanced 8.6 percent for the 12 months ending in August. Shelter (+14.3 percent) was the largest contributor as owners' equivalent (+14.3 percent) and rent of primary residence (+15.3 percent) continued to increase over the past year.

**Table A. Miami-Fort Lauderdale-West Palm Beach, FL, CPI-U 2-month and 12-month percent changes, all items index, not seasonally adjusted**

Month	2019		2020		2021		2022		2023	
	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month
February	1.0	1.2	0.4	1.4	0.8	1.4	2.8	9.3	2.1	9.2
April	0.8	2.2	-1.0	-0.5	1.6	4.1	1.5	9.1	1.4	9.0
June	-0.5	1.2	0.7	0.7	1.6	5.1	2.5	10.1	0.5	6.9
August	0.4	1.9	1.0	1.4	0.2	4.2	0.4	10.2	1.2	7.8
October	0.4	1.5	0.1	1.0	1.5	5.7	0.9	9.6		
December	-0.2	2.0	-0.2	1.1	1.2	7.1	1.4	9.9		

### Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 29 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107. For further details see the CPI home page on the Internet at [www.bls.gov/cpi](http://www.bls.gov/cpi) and the CPI section of the BLS Handbook of Methods available on the internet at [www.bls.gov/opp/hom/cpi/](http://www.bls.gov/opp/hom/cpi/).

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The **Miami-Fort Lauderdale-West Palm Beach, FL**, Core Based Statistical Area covered in this release is comprised of Broward, Miami-Dade, and Palm Beach Counties in Florida.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Telecommunications Relay Service: 7-1-1.

**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods**  
Miami-Fort Lauderdale-West Palm Beach, FL (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from-		
	Jun. 2023	Jul. 2023	Aug. 2023	Aug. 2022	Jun. 2023	Jul. 2023
<b>Expenditure category</b>						
<b>All Items</b>	335.270	-	339.347	7.8	1.2	-
<b>All items (November 1977=100)</b>	540.408	-	546.980	-	-	-
<b>Food and beverages</b>	318.688	-	320.055	5.3	0.4	-
<b>Food</b>	326.689	-	328.217	5.6	0.5	-
<b>Food at home</b>	308.360	307.194	309.729	4.6	0.4	0.8
<b>Cereals and bakery products</b>	395.155	400.130	386.141	3.1	-2.3	-3.5
<b>Meats, poultry, fish, and eggs</b>	303.857	298.600	306.899	5.1	1.0	2.8
<b>Dairy and related products</b>	268.668	272.912	263.785	1.0	-1.8	-3.3
<b>Fruits and vegetables</b>	341.755	332.856	343.587	6.4	0.5	3.2
<b>Nonalcoholic beverages and beverage materials(1)</b>	299.778	297.546	308.419	5.2	2.9	3.7
<b>Other food at home</b>	260.492	263.723	263.474	4.9	1.1	-0.1
<b>Food away from home</b>	358.727	-	360.629	7.9	0.5	-
<b>Alcoholic beverages</b>	220.446	-	220.313	0.1	-0.1	-
<b>Housing</b>	375.268	-	379.360	12.5	1.1	-
<b>Shelter</b>	437.498	440.878	443.158	14.3	1.3	0.5
<b>Rent of primary residence</b>	436.230	440.592	441.837	15.3	1.3	0.3
<b>Owners' equiv. rent of residences(2)</b>	441.827	444.725	447.979	14.3	1.4	0.7
<b>Owners' equiv. rent of primary residence(2)</b>	441.827	444.725	447.979	14.3	1.4	0.7
<b>Fuels and utilities</b>	234.408	-	230.465	9.8	-1.7	-
<b>Household energy</b>	208.608	203.782	204.151	11.6	-2.1	0.2
<b>Energy services</b>	205.549	200.525	200.493	12.1	-2.5	0.0
<b>Electricity</b>	201.450	196.464	196.437	12.2	-2.5	0.0
<b>Utility (piped) gas service</b>	240.742	239.789	239.482	9.1	-0.5	-0.1
<b>Household furnishings and operations</b>	188.813	-	192.074	-3.8	1.7	-
<b>Apparel</b>	156.288	-	164.758	7.4	5.4	-
<b>Footnotes</b>						
(1) Index is on a November 1977=100 base.						
(2) Index is on a November 1982=100 base.						
(3) Indexes on a December 1997=100 base.						
(4) Special index based on a substantially smaller sample.						
(5) Indexes on a December 1993=100 base.						
- Data not available.						
NOTE: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.						

Item and Group	Jun. 2023	Jul. 2023	Aug. 2023	Aug. 2022	Jun. 2023	Jul. 2023
<b>Transportation</b>	275.962	-	283.901	2.4	2.9	-
<b>Private transportation</b>	288.520	-	297.501	2.6	3.1	-
<b>New and used motor vehicles(3)</b>	136.819	-	135.178	-3.0	-1.2	-
<b>New vehicles(1)</b>	285.583	-	285.725	2.6	0.0	-
<b>Used cars and trucks(1)</b>	422.673	-	413.611	-7.5	-2.1	-
<b>Motor fuel</b>	306.178	310.330	336.403	0.0	9.9	8.4
<b>Gasoline (all types)</b>	302.861	307.115	332.829	0.2	9.9	8.4
<b>Unleaded regular(4)</b>	299.138	303.680	330.132	0.8	10.4	8.7
<b>Unleaded midgrade(4)(5)</b>	298.206	300.789	321.394	-2.8	7.8	6.9
<b>Unleaded premium(4)</b>	320.832	322.711	341.940	-3.8	6.6	6.0
<b>Medical Care</b>	610.032	-	604.993	-1.7	-0.8	-
<b>Recreation(3)</b>	134.092	-	135.675	2.3	1.2	-
<b>Education and communication(3)</b>	133.428	-	134.542	5.8	0.8	-
<b>Tuition, other school fees, and child care(1)</b>	1,112.890	-	1,135.378	5.1	2.0	-
<b>Other goods and services</b>	456.357	-	453.905	8.6	-0.5	-
<b>Commodity and service group</b>						
<b>All items</b>	335.270	-	339.347	7.8	1.2	-
<b>Commodities</b>	244.439	-	248.086	1.8	1.5	-
<b>Commodities less food &amp; beverages</b>	200.447	-	204.764	0.0	2.2	-
<b>Nondurables less food &amp; beverages</b>	239.498	-	250.999	2.4	4.8	-
<b>Durables</b>	159.530	-	158.934	-2.0	-0.4	-
<b>Services</b>	404.611	-	409.069	10.7	1.1	-
<b>Special aggregate indexes</b>						
<b>All items less medical care</b>	323.203	-	327.532	8.5	1.3	-
<b>All items less shelter</b>	281.723	-	284.959	3.1	1.1	-
<b>Commodities less food</b>	201.722	-	205.870	-0.1	2.1	-
<b>Nondurables</b>	281.314	-	287.928	3.6	2.4	-
<b>Nondurables less food</b>	238.241	-	248.688	2.0	4.4	-
<b>Services less rent of shelter(2)</b>	366.257	-	368.928	4.6	0.7	-
<b>Services less medical care services</b>	386.318	-	391.128	11.9	1.2	-
<b>Energy</b>	252.789	251.627	262.726	4.3	3.9	4.4
<b>All items less energy</b>	344.712	-	348.225	8.2	1.0	-
<b>All items less food and energy</b>	347.702	-	351.487	8.6	1.1	-
<b>Footnotes</b>	(1) Index is on a November 1977=100 base. (2) Index is on a November 1982=100 base. (3) Indexes on a December 1997=100 base. (4) Special index based on a substantially smaller sample. (5) Indexes on a December 1993=100 base.  - Data not available. NOTE: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.					

Last Modified Date: Wednesday, September 13, 2023

U.S. BUREAU OF LABOR STATISTICS Southeast Information Office Suite 7T50 61 Forsyth St., S.W. Atlanta, GA 30303

Telephone: 1-404-893-4222 [www.bls.gov/regions/southeast](http://www.bls.gov/regions/southeast) [Contact Southeast Region](#)



# **AGENDA ITEM 7.F.**

## **EXECUTIVE DIRECTOR'S REPORT**

### **COMMUNICATIONS FROM THE EXECUTIVE DIRECTOR**



## Communications – September 17, 2024

---

- PO-2024-14 Election Update
- COHERF Comprehensive Pay Plan
- Pension Office Renovation Update
- Accomplishments
- Upcoming Projects
- DROP Participant List

# CITY OF HOLLYWOOD EMPLOYEES' RETIREMENT FUND

## Election Timeline PO-2024-14

August 27, 2024	Board Meeting discussion of Election.
September 3, 2024	Notification of Elections to Active Participants.
September 3, 2024	Notice of Election and Ballots Mailed to Retirees. To be counted Official Ballots MUST mail in using provided Official Ballot envelope and Employees' Retirement Fund-addressed return envelope and the Official Ballot must be received in the Pension Office no later than Thursday, September 26, 2024.
September 3, 2024	Notice of Election - Notice of Retirement Plan Amendment Election is posted in all City of Hollywood locations in the areas most commonly utilized for posting notices to employees.
September 16, 2024 Through September 20, 2024	<b>Early Voting.</b> Voting will be open 9:00 a.m. to 4:00 p.m. at the Pension Office.
September 26, 2024	Election Day. Voting will be open 7:30 a.m. – 5:00 p.m. at City Hall Main Entrance, 1st Floor, East Side.  To be counted Official Ballots MUST mail in using provided Official Ballot envelope and Employees' Retirement Fund-addressed return envelope and the Official Ballot must be received in the Pension Office no later than Thursday, September 26, 2024.
September 26, 2024	<b>Ballot Count.</b> Ballots will be counted immediately following the election at 5:00 p.m.
September 30, 2024	<b>Declaration of Election Results.</b> Election results will be posted on the City's Sunshine Board

# CITY OF HOLLYWOOD EMPLOYEES' RETIREMENT FUND

## ACCOMPLISHMENTS 2024

- Completed FY2023 Independent Financial Audit with unmodified opinions
- Completed Actuarial Valuation Report (FY 2023)
- Completed Actuarial Experience Study (FY 2016 - FY2023)
- Conduct Ordinance Change Vote
  - PO-2024-14
- Developed Life Certificate Procedures and completed Life Certificate Process (2024)
- Investments
  - Opened new custodial accounts for Brightwood and BC Partners
- Pension Office
  - Established Annual Administrative Budget (FY 2025)
  - Obtained Fiduciary, Cyber, Employment Practices, Commercial Loss Package and Workplace Violence Liability Insurances (FY 2024)
  - Obtained Fiduciary Bond Coverage for all authorized signers of the Fund (FY 2024)
- Conducted an Employee Trustee Elections
- Conducted two Disability Application Processes.
- Decommissioned the old Pension Management System and successfully Implemented the new Comprehensive Pension Management System (CPMS)
- Designed and developed the new Member Self Service Portal (MSS)
- Revised and or redesigned all Pension Office forms
- Established COHERF Annual Calendar (2024)
- Completed the State's Department of Management Services Comprehensive Report (FY 2023)
- Developed an Archiving and Records Retention Process for Pension Office administrative records.
- Updated Policies
  - Attendance and Telephone Participation Policy
  - By-laws and Operating Procedures
  - Credit Card Policy and Credit Card User Agreement
  - Disability Application Processing and Hearing Procedures
  - Policy on Overpayments to Members or Beneficiaries
  - Records Retention and Destruction Policy
  - Statement of Overall Investment Objectives and Policy

- Routine Tasks
  - Monthly COLA Adjustments
  - Monthly Retirement Processing
  - Monthly DROP Processing
  - Disability Processing, as needed
  - Monthly Refund Processing
  - Monthly Journal Entries
  - Monthly Bank Reconciliation
  - Monthly/Quarterly DROP Entries/Statements
  - Monthly Pension Payroll Processing
  - Monthly Pension Lump Sum Processing
  - Member Change Requests
  - Member Correspondence
  - Member Counselling
  - Monthly Board Package Preparation
  - Annual Disability Tax Audit
  - Annual IRS 1099R Distribution to Retirees, Beneficiaries and Refunded Members
  - Annual IRS 415 Limitations for Retirees

# City of Hollywood Employees' Retirement Fund

Pension Office Upcoming Projects as at September 17, 2024

UPCOMING PROJECTS	PRIORITY LEVEL	DEADLINE	COMMENT
Administrative Procedures Manual	High	12/31/2025	
Comprehensive Pay Plan	High	12/31/2024	
CPMS			
Post Go-Live Tasks	High	10/31/2024	
Member Self Service	High	10/31/2024	
Specification Finalization	High	10/31/2024	
Procedures Manual	High	12/31/2024	
CRA Transition	Low	TBD	
Electronic Document Storage	Medium	9/30/2025	
Managers and Consultants Review	High	9/30/2025	
Newsletter	High	4/30/2025	
Office Relocation	High	12/31/2024	
Paperless Office	Medium	12/1/2025	
Policies			
Missing Participants	High	9/30/2025	
Disability Procedures	High	9/30/2025	
Plan Amendments	Medium	9/30/2025	
Trustee Elections	Medium	9/30/2025	
Records Imaging Project	Medium	12/31/2025	
Records Management Project	High	9/30/2025	
Staff Training	High	Ongoing	
Website	High	9/30/2025	
Workshops			
Active	High	6/30/2025	
Retired	High	5/31/2025	
Eligible for Retirement	High	4/30/2025	

# City of Hollywood Employees' Retirement Fund

Pension Office Upcoming Projects as at September 26, 2023

UPCOMING PROJECTS	PRIORITY LEVEL	DEADLINE	COMMENT
Actuarial Experience Study	High	6/30/2024	Completed
Administrative Procedures Manual	High	12/31/2024	Extended to 12/31/2025
Comprehensive Pay Plan	High	9/30/2024	In Process - Extended to 12/31/2024
CPMS			
Post Go-Live Tasks	High	9/30/2024	In Process - Extended to 10/31/2024
Member Self Service	High	7/1/2024	In Process - Extended to 10/18/2024
Specification Finalization	High	7/31/2024	In Process - Extended to 10/31/2024
Procedures Manual	High	12/31/2024	In Process - Extended to 10/31/2024
CRA Transition	Low	TBD	No action required
Electronic Document Storage	Medium	12/1/2024	In Process
Managers and Consultants Review	High	9/30/2024	In Process
Newsletter	High	4/30/2024	Extended to 4/30/2025
Office Relocation	High	4/30/2024	In Process - Extended to 12/31/2024
Paperless Office	Medium	12/1/2025	No action required
Policies			
Missing Participants	High	9/30/2024	In Process - Extended to 3/31/2025
Life Certificate Procedures	High	12/31/2023	Completed
Records Imaging Project	Medium	12/31/2025	No action required
Records Management Project	High	9/30/2024	In Process
Staff Training	High	Ongoing	Ongoing
Website	High	12/31/2024	Extended to 9/30/2024
Workshops			
Active	High	6/30/2024	Extended to 6/30/2025
Retired	High	5/31/2024	Extended to 5/31/2025
Eligible for Retirement	High	4/30/2024	Extended to 4/30/2025

# CITY OF HOLLYWOOD EMPLOYEES' RETIREMENT FUND

## DROP

### September 2024 Regular Pension Board Meeting

	Name		DROP Start Date	DROP end Date	Payroll Reports Received
1	Doklean	Dana	November 1, 2019	October 31, 2024	Yes
2	Foard	Timothy	January 1, 2020	December 31, 2024	Yes
3	Keller	George	January 1, 2020	December 31, 2024	Yes
4	Nelson	Barbara	January 1, 2020	December 31, 2024	Yes
5	Saint Remy	Jean	January 1, 2020	December 31, 2024	Yes
6	Williams	Horace	January 1, 2020	December 31, 2024	Yes
7	Zaske	Michael	January 1, 2020	December 31, 2024	Yes
8	Hogarth	Delroy	July 1, 2020	June 30, 2025	Yes
9	Seidl	Luanne	July 1, 2020	June 30, 2025	Yes
10	Lopez	Sergio	August 1, 2020	July 31, 2025	Yes
11	Manimala	Jacob	August 1, 2020	July 31, 2025	Yes
12	Stanley	Angela	August 1, 2020	July 31, 2025	Yes
13	Bailey	Lorna	October 1, 2020	September 30, 2025	Yes
14	Bently	Michael	October 1, 2020	September 30, 2025	Yes
15	Perrin	Edward	October 1, 2020	September 30, 2025	Yes
16	Kail-Cobos	Yvonne	December 1, 2020	November 30, 2025	Yes
17	Wilson	Henry	January 1, 2021	December 31, 2025	Yes
18	Carter	Michelle	March 1, 2021	February 28, 2026	Yes
19	Johns	Mary	April 1, 2021	March 31, 2026	Yes
20	Bennett	Lisa	April 1, 2021	March 31, 2026	Yes
21	Maldonado-Juriga	Yolanda	June 1, 2021	May 31, 2026	Yes
22	Castillo	Jamie	June 1, 2021	May 31, 2026	Yes
23	Tozzi	Donna	August 1, 2021	July 31, 2026	Yes
24	Sanchez	Pamela	September 1, 2021	August 31, 2026	Yes
25	Caraballo	Luis	December 1, 2021	November 30, 2026	Yes
26	Batista	Francisco	January 1, 2022	December 31, 2026	Yes
27	Smith	Lisa	March 1, 2022	February 28, 2027	Yes
28	Fiorillo	Richard	March 1, 2022	February 28, 2027	Yes
29	Ramos	Edgar	May 1, 2022	April 30, 2027	Yes
30	DeRosa	Anthony	May 1, 2022	April 30, 2027	Yes
31	Cerny	Patricia	May 1, 2022	March 12, 2027	Yes
32	Schiff	Christine	June 1, 2022	May 31, 2027	Yes
33	Clift	William	June 1, 2022	May 31, 2027	Yes
34	Russ	Lemmie	June 1, 2022	May 31, 2027	Yes
35	Irizarry Figueroa	Fernando	June 1, 2022	May 31, 2027	Yes
36	Andrews	Henry	July 1, 2022	June 30, 2027	Yes
37	Kimble	LaShanda	August 1, 2022	July 31, 2027	Yes
38	Saintange	Carmen	August 1, 2022	July 31, 2027	Yes
39	Vazquez	David	August 1, 2022	July 31, 2027	Yes
40	Greene	Charmaine	September 1, 2022	August 31, 2027	Yes



**CITY OF HOLLYWOOD EMPLOYEES' RETIREMENT FUND**  
**DROP**  
**September 2024 Regular Pension Board Meeting**

	<b>Name</b>		<b>DROP Start Date</b>	<b>DROP end Date</b>	<b>Payroll Reports Received</b>
41	<b>Davis</b>	<b>Curtis</b>	September 1, 2022	August 31, 2027	Yes
42	<b>Kis</b>	<b>Laslo</b>	September 1, 2022	August 31, 2027	Yes
43	<b>Estevez</b>	<b>Andrew</b>	November 1, 2022	October 31, 2027	Yes
44	<b>Graves</b>	<b>Kimberly</b>	January 1, 2023	December 31, 2027	Yes
45	<b>Morris</b>	<b>Travis</b>	January 1, 2023	December 31, 2027	Yes
46	<b>Cairns</b>	<b>William</b>	January 1, 2023	December 31, 2027	Yes
47	<b>Sheinfeld</b>	<b>Scott</b>	February 1, 2023	January 31, 2028	Yes
48	<b>Sabillon</b>	<b>Karrie</b>	March 1, 2023	February 28, 2028	Yes
49	<b>Senear</b>	<b>Francis</b>	May 1, 2023	April 30, 2028	Yes
50	<b>Di Sassicio</b>	<b>Alex</b>	May 1, 2023	April 30, 2028	Yes
51	<b>Wharton</b>	<b>Michael</b>	June 1, 2023	May 31, 2028	Yes
52	<b>Isaac</b>	<b>Septimus</b>	June 1, 2023	May 31, 2028	Yes
53	<b>Leo</b>	<b>Justin</b>	June 1, 2023	May 31, 2028	Yes
54	<b>Rivers</b>	<b>Miguel</b>	June 1, 2023	May 31, 2028	Yes
55	<b>Caruso</b>	<b>Nancy</b>	August 1, 2023	July 31, 2028	Yes
56	<b>Kiriazis</b>	<b>Dan</b>	November 1, 2023	October 31, 2028	Yes
57	<b>Randazzo</b>	<b>John</b>	November 1, 2023	October 31, 2028	Yes
58	<b>Gardner</b>	<b>Irish</b>	November 1, 2023	July 31, 2028	Yes
59	<b>Parma</b>	<b>Ganga</b>	December 1, 2023	June 30, 2028	Yes
60	<b>Lahoud</b>	<b>Cheryl</b>	January 1, 2024	December 5, 2026	Yes
61	<b>Beech</b>	<b>Alan</b>	January 1, 2024	December 31, 2028	Yes
62	<b>Carter</b>	<b>Ronnie</b>	January 1, 2024	December 31, 2028	Yes
63	<b>Vera</b>	<b>Omar</b>	February 1, 2024	January 31, 2029	Yes
64	<b>Valenzuela</b>	<b>Mari</b>	April 1, 2024	March 31, 2029	Yes
65	<b>Jackson</b>	<b>Sandie</b>	May 1, 2024	April 30, 2029	Yes
66	<b>Jones</b>	<b>Clinton</b>	May 1, 2024	April 30, 2029	Yes
67	<b>Armand</b>	<b>Barbara</b>	June 1, 2024	May 31, 2029	Yes
68	<b>Lopez</b>	<b>Margaret</b>	August 1, 2024	July 31, 2029	Yes
69	<b>Williams</b>	<b>Genise</b>	September 1, 2024	August 31, 2029	
70	<b>Monette-Vignau</b>	<b>Laura</b>	October 1, 2024	September 30, 2029	

# **AGENDA ITEM 8**

## **PUBLIC COMMENT**

**(NO BACKUP FOR THIS SECTION)**

**AGENDA ITEM 9**  
**TRUSTEE REPORTS, QUESTIONS AND**  
**COMMENTS**

**(NO BACKUP FOR THIS SECTION)**

# **AGENDA ITEM 10**

## **ADJOURNMENT**

**(NO BACKUP FOR THIS SECTION)**