

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HOLLYWOOD EMPLOYEES' RETIREMENT FUND AND THE CITY OF HOLLYWOOD.

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this _____ day of _____, 2025, by and between the City of Hollywood Employees' Retirement Fund ("COHERF") and the City of Hollywood, a municipal corporation of the State of Florida ("City").

RECITALS

WHEREAS, COHERF was established pursuant to Chapter 33.025 of the Code of Ordinances, in order to provide for retirement benefits to City of Hollywood employees other than those employees who are police officers and firefighters; and

WHEREAS, the City desires to add a defined contribution option and a hybrid option comprised of a defined benefit component and a defined contribution component to the currently existing defined benefit plan for the benefit of current and future employees; and

WHEREAS, for expediency in moving this project forward, the Board of Trustees of COHERF at its August 26, 2025 Board meeting unanimously approved entering into two agreements, one with the Segal Group, Inc. and the second with Segal Advisors, Inc., d/b/a Segal Marco Advisors, to prepare and issue a solicitation to obtain the services of a recordkeeper for the defined contribution plan, including an analysis of recordkeeper vendor services and fees, and an investment program search for investment managers across asset classes with a default, active and passive strategy structures, along with compliance consulting services and deliverables to include plan design and governance structure, plan document drafting and plan description drafting and review of plan election forms; and

WHEREAS, each of the two agreements has a cost of \$55,000.00 plus a contingency of \$5,000.00; and

WHEREAS, the Attorney for COHERF, Lorium Law, estimates an amount of \$65,000.00 in future work will be required in the development of the plans and documents and assistance in implementing the two new plan options; and

WHEREAS, costs associated with the new plan options may not be paid for out of funds attributable to the current defined benefit plan as it would violate the exclusive benefit rule of the Internal Revenue Code; and

WHEREAS, the City desires to enter into an MOU for payment to COHERF to

reimburse for the consulting costs paid by COHERF on behalf of the City related to the two agreements referenced above to establish the new defined contribution and hybrid plan options in a total aggregate amount not to exceed \$185,000.00; and

WHEREAS, funding for this reimbursement will be included in a future budget amendment to be brought forward to the City Commission for its approval.

NOW THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties hereby agree as follows:

ARTICLE 1 AUTHORITY AND CONDITIONS PRECEDENT

The above recitals and findings of fact contained in this MOU are true and correct and incorporated by reference.

ARTICLE 2 PROJECT DESCRIPTION

In accordance with Ordinance No. O-2025-10, the City of Hollywood desires to establish a defined contribution plan and a hybrid plan consisting of a defined benefit component and a defined contribution component in addition to the currently existing defined benefit plan, and the Board of COHERF has entered into agreements with consulting firms to effectuate the establishment and implementation of such plans, including developing and issuing a solicitation to obtain the services of a recordkeeper with an analysis of recordkeeper vendor services and fees, and an investment manager search across asset classes with a default, active and passive investment strategy structures, and obtain compliance consulting services and deliverables including plan design and governance structure, plan document drafting and plan description drafting, and a review of plan election forms, along with legal review by the Attorney of COHERF.

ARTICLE 3 COHERF CONTRIBUTION TO THE PROJECT

The total cost including contingencies for the two agreements entered into by COHERF on behalf of the City to develop and establish the two new retirement plan options along with costs for the legal review by Lorium Law is not to exceed \$185,000.00.

The appropriate officials of The Board of Trustees of COHERF will review all invoices received from The Segal Group, Inc., Segal Advisors, Inc. d/b/a Segal Marco Advisors, and Lorium Law, and make payment of the approved invoices. On a regular quarterly basis, the staff of COHERF will provide the necessary documentation to the City for a reimbursement for those amounts paid to the two consulting firms and law firm

for the project described above.

The City shall reimburse COHERF for the costs of the two agreements associated with the establishment of the two new plan options along with those of the COHERF Attorney within 30 days of receipt of the quarterly true-up invoice from COHERF.

ARTICLE 4 TERM OF MOU

The term of this MOU shall commence upon the date first written above, and this MOU shall remain in effect until the project is completed.

ARTICLE 5 NOTICE

Whenever either party desires to give notice to the other, it must be given in writing, sent by certified United States mail, return receipt requested and addressed to the party for whom it is intended, at the addresses designated below. The place for giving notice shall remain the same unless changed by either party. For the present, the parties designate the following as the respective places for giving notice:

AS TO COHERF:

Christine Bailey,
Administrator
2450 Hollywood Boulevard, Suite 204
Hollywood, Florida 33020

with copies to:

Ronald J. Cohen
Lorium Law
101 N.E. 3rd Avenue, Suite 1800
Fort Lauderdale, FL 33301

AS TO CITY

George R. Keller, Jr., CPPT
City Manager
2600 Hollywood Boulevard, Room 421
Hollywood, Florida 33020

with copies to:

Damaris Henlon, City Attorney
2600 Hollywood Boulevard, Room 407
Hollywood, Florida 33022

ARTICLE 6 JURISDICTION, VENUE AND GOVERNING LAW

This MOU shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this MOU shall be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 7 MISCELLANEOUS

THIRD PARTY RIGHT - Nothing in this MOU shall be construed to give any rights or benefits to anyone other than COHERF and CITY.

WAIVER - No waiver of any provision in this MOU shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

ENTIRETY OF THE MOU – COHERF and CITY agree that this MOU sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this MOU may be added to, modified, superseded or otherwise altered, except through written consent and approval of COHERF and CITY.

IN WITNESS WHEREOF, the parties have made and executed this MOU, the City of Hollywood Employees' Retirement Fund, by and through its Board of Trustees, signing by and through its Chair, authorized to execute same by Board of Trustees action on the day of _____, 2025 and the City, by and through its Commission, signing by and through its Mayor, authorized to execute same on the _____ day of __, 2025.

CITY OF HOLLYWOOD, a Florida
municipal corporation

By: _____
Josh Levy
Mayor

ATTEST:

By: _____
Patricia A. Cerny, MMC
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Damaris Henlon,
City Attorney

CITY OF HOLLYWOOD
EMPLOYEES' RETIREMENT
FUND

By: _____
Phyllis Shaw
Chair

ATTEST:

By: _____
Robert Strauss, Board Secretary

APPROVED AS TO FORM

By: _____
Ronald J. Cohen
Counsel