

**CITY OF LAUDERHILL FIREFIGHTERS' RETIREMENT SYSTEM**

**FIRE PENSION- MONTHLY MEETING**

**January 12, 2016**

Recorded and Submitted by  
Barbara, Plan Administrator

Fire Headquarters  
2<sup>nd</sup> Floor Training Room  
1980 NW 56 Avenue, Lauderhill, Fl.33313

**REGULAR MEETING-4:30PM**

**I CALL TO ORDER**

Chairman Sean Henderson called the meeting to order at 4:35PM

**MEMBERS PRESENT:**

Sean Henderson, Chairman  
Michael Taussig, Vice Chairman  
Karen Pottinger, Secretary  
Ryan Gabner, Trustee  
John Leicht, Trustee

**ALSO PRESENT:**

Ronald J Cohen,  
Rice Pugatch Robinson Storfer & Cohen, PLLC, P.A.

**MEMBERS ABSENT:**

**II APPROVE MINUTES OF REGULAR MEETING DATED December 8, 2015**

MOTION to approve minutes by K. Pottinger

SECONDED by R. Gabner

PASSED UNANIMOUSLY

**III NEW BUSINESS**

**1. APPROVAL OF WARRANT IN THE AMOUNT OF \$20,715.95**

MOTION to approve by M. Taussig

SECONDED by K. Pottinger

PASSED UNANIMOUSLY

**IV ATTORNEYS' REPORT**

This plan contracted with S&D Mac Inc. in 1995 for administrative services. At the December meeting, the administrator gave a 30 day notice to close S&D Mac Inc. There is a new contract that she wrote and submitted to the attorney for review. The name is S&D Mac Services LLC. An LLC has some attributes of a partnership and some attributes of a corporation. The new contract is almost identical to the older one. The attorney said he is working on some updates in certain respects. In the contract Barbara White has asked for an increase. Ms. White stated that she had not submitted a request for an increase since 2001. Her proposal is an increase from \$27 to \$32 per hour, which is still below her peers. She based her increase on typically holding fees for increments of 3 years. An increase of one dollar per each three years equals \$32. The contract still states that either party may cancel with 30 days' notice. The attorney pointed out the warrant has an invoice for S&D Mac Inc and a check should be written rather than a direct deposit. This will take care of any concerns with the closing of the old Corporation name. The services are for December services where S&D Mac Inc was still operating under the old contract with the Plan. January services should be submitted by S&D Mac Inc for services rendered from January 1-7 at \$27 per hour. Services for January 8-31 should be submitted by S&D Mac Services LLC at the same rate because the contract with a fee increase has not been approved by the board yet.

S&D Mac Inc carried an errors & omissions insurance policy every year. They have a current policy that will expire in May 2016. The attorney is assuming she can transfer that policy over to S&D Mac Services LLC. Years back, the board required outside service providers to carry their own errors & omissions insurance. The administrator said she spoke with Carolyn Furlong, Susie Pita, other insurance companies and plan administrators. She is finding that there is not a specific policy for third party plan administrators. Her policy falls under Actuarial consulting. The attorney said that Carolyn Furlong had worked as a plan administrator for many years. She is also a broker of fiduciary insurance. She is the best person to go to for insurance questions. Barbara said that Carolyn told her that she should be able to be carried under the board's fiduciary liability policy. The attorney hasn't had a chance to speak with Carolyn Furlong about this and wanted to before he gives the board his opinion. He will report on this at the February meeting.

The attorney advised the board that James Spears asked for a continuance on the Karen Rantanen appeal hearing. Special counsel Stu Kaufman heard from Mr. Spears saying he wants to take a deposition from Dr. Worth. Mr. Kaufman said he thought the board may also want to take depositions from the other two doctors, who in their opinion have said the disability wasn't service connected. Mr. Spears also sent emails saying that changing the decision from a non-work connected disability to a work-connected disability is not going to change the amount of the benefit. Mr. Leicht asked if special counsel felt that the board had a case if they go to the appeal hearing. Mr. Cohen said that Mr. Kaufman said he believes there is evidence supporting the board granting a non-work related disability, because Mr. Kaufman believes that it is a pre-existing condition. Mr. Cohen recommends they let the lawyers take the deposition they need, as advocates. They can then decide if they want to use that deposition at the appeal hearing. If the hearing results in upholding the decision of granting a non-work connected disability, Ms. Rantanen will accept it or may take the case to the Circuit Court, Appellate Division, in Broward County, Florida. Mr. Cohen will keep the Board apprised of any further action.

The attorney gave a brief status on Zack Ninger's disability request. The administrator selected a 4<sup>th</sup> doctor named Jonathan Hyde for records review. Mr. Cohen prepared a letter for Dr. Hyde asking him to review the medical records and if he would like to wait for the results of the Functional Capacity Test, the administrator can provide it. Mr. Cohen read the details of the letter. He concluded saying that the board is not asking for an IME, but wants Dr. Hyde's assistance in understanding some of the medical details involved in the case. The board of trustees are not doctors and would like the doctor to prepare a report to the board explaining what he understands each Doctor has opined, then giving his independent opinion of whether Zack Ninger is eligible for a disability, and whether it is a line of duty or non-line of duty injury.

The attorney handed out a proposed Ordinance from City Counsel, Brett Schneider, creating a new section "DEFINED CONTRIBUTION PLAN". Under the new Statute there has to be a defined contribution plan and you don't have to fund it, as long as you have mutual consent. The Ordinance reads as follows:

A defined contribution plan (DC Plan) is hereby created as a component of this Fund, but will not be activated unless and until a portion of Chapter 175 premium tax revenues have been assigned to fund the DC Plan. The provisions of the DC Plan, when and if activated, shall be negotiated by the parties at the time funding has been assigned to the DC Plan. Assignment of Chapter premium tax revenues can result either from agreement between the parties, or from application of the provisions of Ch. 2015-39, Laws of Florida. If activated, the provisions of the Plan will be in compliance with the Internal Revenue Code.

This item was withheld from the Commission agenda until after the plan attorney has been able to discuss it at this meeting and the trustees are aware of the language in the proposed ordinance.

The Lauderhill Pension office lease is due for renewal. The attorney reviewed the renewal document, the rent is the same amount and there are no changes to the lease. The lease can be renewed if that is what the Board's intends to do.

MOTION to approve the lease renewal by R. Gabner  
SECONDED by K Pottinger  
PASSED UNANIMOUSLY

That concluded the Attorney's Report

V ADMINISTRATOR'S REPORT

- Monthly Summary was handed out for review.

This concludes the Administrator's Report

VI OLD BUSINESS

VII COMMUNICATIONS

VIII ADJOURNMENT

MOTION to adjourn by Karen Pottinger.

Respectfully submitted by Barbara White