



**AGENDA
VILLAGE OF GLENCOE
POLICE PENSION FUND BOARD**

Village Hall Conference Room
675 Village Court
Wednesday, April 24, 2019 – 7:00 a.m.

1. CALL TO ORDER AND ROLL CALL

Michael Neimark, President
Eric Birkenstein, Trustee
James Franke, Trustee
Alan Kebby, Trustee
Peter Neville, Trustee

2. PUBLIC COMMENT

Individuals interested in addressing the Pension Board on non-agenda items may do so during this time.

3. CLOSED SESSION

4. APPROVAL OF JANUARY 23, 2019 MINUTES

5. APPOINT PRESIDENT

6. APPOINT VICE PRESIDENT

7. APPOINT SECRETARY

8. APPOINT ASSISTANT SECRETARY

9. CONSIDERATION OF LEGAL RETAINER PROPOSAL

10. REVIEW ANNUAL PHYSICALS FOR DISABLED OFFICERS

11. REVIEW FINANCIAL ACTIVITY WITH GREAT LAKES ADVISORS

12. REVIEW QUARTERLY PAYMENTS AND DISBURSEMENTS

13. CONSIDERATION OF PERSONNEL REPORT

14. CONSIDERATION OF INVESTMENT MANAGEMENT & CUSTODIAL SERVICES RFP - DRAFT

The Village of Glencoe is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact the Village of Glencoe at least 72 hours in advance of the meeting at (847) 835-4114, or the Illinois Relay Center at (800) 526-0844, to allow the Village of Glencoe to make reasonable accommodations for those persons.



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15. OTHER BUSINESS

16. ADJOURNMENT

The Village of Glencoe is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact the Village of Glencoe at least 72 hours in advance of the meeting at (847) 835-4114, or the Illinois Relay Center at (800) 526-0844, to allow the Village of Glencoe to make reasonable accommodations for those persons.



**MINUTES
VILLAGE OF GLENCOE
POLICE PENSION FUND BOARD**

Village Hall Conference Room
675 Village Court
Wednesday, January 23, 2019 – 7:00 a.m.

1. CALL TO ORDER AND ROLL CALL

The meeting was called to order at 7:26 a.m.

2. ROLL CALL

The following were present:

Michael Neimark, President
Alan Kebby, Trustee
Peter Neville, Trustee

The following were also present:

Nikki Larson, Finance Director
Denise Joseph, Assistant to the Finance Director
Kelly Weller, Managing Director - Client Services, Great Lakes Advisors, LLC
Gary Lenhoff, Chief Investment Officer, Great Lakes Advisors, LLC

The following were not present:

Eric Birkenstein, Trustee
James Franke, Trustee

3. PUBLIC COMMENT

There were no public comments.

4. APPROVAL OF OCTOBER 24, 2018 MINUTES

Trustee Neville moved, seconded by Trustee Kebby, to approve the minutes for the October 24, 2018 meeting. The motion was approved unanimously.

5. RATIFICATION OF MINUTES FROM THE DECEMBER 2015 SPECIAL BOARD MEETING

Trustee Neville moved, seconded by Trustee Kebby, to approve the minutes for the December 17, 2015 meeting. The motion was approved unanimously.

6. REVIEW FINANCIAL ACTIVITY WITH GREAT LAKES ADVISORS

Mr. Weller introduced Mr. Lenhoff, Chief Investment Officer with Great Lakes Advisors to assist in the portfolio summary presentation for the November 30, 2018 quarterly investment.

The account fund balance finished the period at \$34.2 Million; net one-year performance moved slightly negative, 0.79% with \$225,000 in dollar depreciation. For the quarter, the portfolio experienced a decrease of \$1.3 Million in dollar depreciation, and an overall net loss of 3.6%. Both the fixed income component of the portfolio (-0.69%) and the equity component of the portfolio (-6.04%) produced negative results.

Mr. Weller indicated that they will remain vigilant in maintaining a diversified, risk-balanced portfolio not only to weather potential additional market draw downs, but to also be positioned to take advantage of potential positive gains across asset classes. Clearly there are a lot of factors which have recently heightened the degree of uncertainty about the future trajectory of global economic growth and its attendant implications for asset class returns. Notwithstanding, economic data is still generally positive. With no recession in sight in the US, the price changes which have occurred in both stocks and bonds are creating opportunities. Mr. Lenhoff indicated that he believes the magnitude of the recent sell-off offers an opportunity to rebalance equity exposure back to targets. Rebalancing effectively is a process of increasing desired exposure to the more attractive assets that resulted from price declines and reducing exposure to those asset classes which have less upside on a risk-adjusted basis. Doing so is an integral step in managing the portfolio for the achievement of long term goals.

This concluded their report.

7. REVIEW QUARTERLY PAYMENTS AND DISBURSEMENTS

President Neimark presented the quarterly pension fund annuity payments in the amount of \$596,344.22 and quarterly account payments in the amount of \$109,826.81. Director Larson asked if the Pension Board would consider placing the Pension Board's Attorney Julie Tappendorf on retainer. The Pension Board Attorney is currently on a pay-as-you-go basis. The Pension Board indicated that they would be interested in staff exploring the option and presenting a proposal at the next meeting.

Trustee Neville moved, seconded by Trustee Kebby, to approve the quarterly payments and disbursements. The motion was approved unanimously.

8. CONSIDERATION OF PERSONNEL REPORT

President Neimark presented the Personnel Report which includes new hires, terminations, retirements and other personnel related activity having an impact on the Police Pension Fund. The attached report included activity from September 1, 2018 to December 31, 2018.

Trustee Neville moved, seconded by Trustee Kebby, to accept the report as presented. The motion was approved unanimously.

9. CONSIDERATION OF FISCAL YEAR 2020 COST OF LIVING ADJUSTMENTS

President Neimark presented the Fiscal Year 2020 cost of living adjustments that are required in accordance with Illinois Compiled Statutes.

Trustee Neville moved, seconded by Trustee Kebby, to accept the Fiscal Year 2020 cost of living adjustments. The motion was approved unanimously.

10. INVESTMENT/CUSTODIAL MANAGEMENT SERVICES RFP TIMELINE

President Neimark stated that the Pension Board will need to release a Request for Proposals (RFP) for Investment and Custodial Management Services this year. He indicated that the RFP should include custodial and financial advising.

Director Larson proposed that a draft of the RFP be presented to the Board at the April 24, 2019 Pension Board meeting, issue the RFP in July and award a contract in October 2019.

Trustee Neville moved, seconded by Trustee Kebby, to issue an RFP for Investment and Custodial Management Services. The motion was approved unanimously.

11. UPDATE ON ACTUARIAL SERVICES

Director Larson advised the Board that the Village issued a RFP in November for Actuarial Services. The Village received five proposals and staff recommended Foster and Foster to the Village Board. Foster and Foster will dedicate three actuaries to the Pension Board and offers a modeling tool.

12. APPOINTMENT OF FREEDOM OF INFORMATION ACT OFFICER

President Neimark recommended appointing Jordan Lester as the Pension Board Freedom of Information Act (FOIA) Officer. Ms. Lester currently serves in that role for the Village.

Trustee Neville moved, seconded by Trustee Kebby, to appoint Jordan Lester as the Police Pension Fund Board Freedom of Information Act Officer. The motion was approved unanimously.

13. APPOINTMENT OF OPEN MEETINGS ACT OFFICER

President Neimark recommended Finance Director Nikki Larson as the Pension Board Open Meetings Act (OMA) Officer.

Trustee Kebby moved, seconded by Trustee Neville, to appoint Finance Director Nikki Larson as the Police Pension Fund Board Open Meetings Act Officer. The motion was approved unanimously.

14. TRAINING UPDATE

Assistant to the Finance Director Joseph reminded the Pension Board Trustees that the Division of Insurance requires that Pension Board Trustees that existing trustees must complete sixteen hours of education each year. Ms. Joseph stated that the Illinois Government Officer Association (IGFOA) is holding their annual Pension Fund Institute training on April 11, 2019 and will provide education that would apply to this requirement. Registration information will be sent to the Board when it becomes available.

15. MARCH TRUSTEE ELECTION – ONE ACTIVE AND ONE RETIREE MEMBER

President Neimark indicated that in March a Trustee election will be held for one active and one retiree member. Those being nominated are current Trustees Peter Neville and Alan Kebby.

16. OTHER BUSINESS

There were no other items for discussion

17. ADJOURNMENT

There being no further business to come before the Police Pension Fund Board, Trustee Kebby moved, seconded by Trustee Neville, to adjourn the meeting at 8:45 a.m. The motion was approved unanimously.

Approved by: _____ Date: _____

Trustee Name: _____



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March 25, 2019

President & Members of the Glencoe Police Pension Fund Board
c/o Village of Glencoe
675 Village Court
Glencoe, IL 60022

Re: Retainer for Legal Services

Dear President & Members of the Pension Board:

In 2008, the Pension Board retained me to serve as the Pension Fund Board attorney. Prior to 2008, I also worked with the Pension Board when I was at my former law firm, Holland & Knight. Since 2008, I have provided legal services to the Pension Board on an as-needed basis, including advising on QILDRO and disability matters, preparing for and attending hearings, providing legal training, and attending quarterly meetings on request. Over the past 11 years, Ancel Glink invoices the Pension Board for legal services actually rendered to the Board on an hourly rate basis.

It has been my experience that an hourly rate is the most accurate way to ensure that a client only pays for services actually provided and necessary. This is particularly true for the Glencoe Police Pension Fund Board which has not routinely had its attorney attend regular quarterly meetings. However, I understand there may be some interest in looking at alternative proposals. To that end, I was asked to provide a "retainer" proposal to the Pension Board. In putting together this proposed retainer, I reviewed our bills/invoices over the past five years to get a sense as to the routine matters performed for the Pension Board. I also considered that pension board retainers generally do include attendance at quarterly meetings, so that is included in the proposal.

Should the Pension Board prefer to modify our engagement moving forward to include a retainer, we offer the following proposal:

Retainer: \$800.00 per quarter, which includes the following services:

1. Attendance at quarterly meetings
2. Respond to routine phone and email questions
3. Review vendor agreements
4. Review and advise as to minor changes to policies and procedures

Outside Retainer: For work outside of the retainer (including but not limited to QILDROs, disabilities and retirements, hearings, insurance matters, comprehensive changes to policies and procedures, subpoenas, IDOI audits, litigation), work will be billed at an hourly rate (currently \$240.00/hour).

ANCEL GLINK

March 25, 2019

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Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional responsibility. Following such termination, any otherwise non-public information you have supplied to the firm which is retained by us will be kept confidential in accordance with applicable rules of professional responsibility. If, upon such termination, you wish to have any documents delivered to you, please advise us. Otherwise, all such documents will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents retained by us, absent contrary instructions from you.

Any expenses, disbursements and other charges incurred on your behalf will be billed to you in addition to our charges for professional services in accordance with our regularly established procedures. We are reimbursed standard charges for copies, computer research, and messenger/courier delivery charges. You will be responsible for the payment of all costs incurred on your behalf.

On our invoices, our time and expenses are fully itemized and documented, and billed in quarter-hour increments. Each monthly bill for services includes the initials of the individual performing the assigned task, the date on which the work was performed, a description of the work and the amount of time spent completing the assignment. Our billing invoices are prepared monthly, and payment is due within 30 days of the date of statement.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Julie", with a stylized flourish at the end.

Julie A. Tappendorf

POLICE PENSION FUND
1ST QUARTER ACCOUNTS PAYABLE PAYMENTS | January 1, 2019-March 31, 2019

Check	Name	Check Date	Check Amount	Check Status	Item Description
40185	ANCEL, GLINK, DIAMOND, BUSH, DICIANNI&KRAFTHEFER,	01/17/2019	176.25	Cleared	LEGAL FEES RENDERED DECEMBER 2018
40186	IPPFA	01/17/2019	795.00	Cleared	2018 IPPFA MEMBERSHIP DUES
40187	NORTHERN ILLINOIS UNIVERSITY	01/17/2019	850.00	Cleared	IPPFA CERTIFIED TRUSTEE PROGRAM
0	EFTPS - FEDERAL TAXES	01/31/2019	24,974.03	Cleared	PAYROLL TAXES
40188	STATE DISBURSEMENT UNIT	01/31/2019	1,700.00	Cleared	HEALY (FAY), ANNE \$1700.00 CASE# 06 D 4013
0	EFTPS - FEDERAL TAXES	02/28/2019	25,267.27	Outstanding	PAYROLL TAXES
40189	STATE DISBURSEMENT UNIT	02/28/2019	1,700.00	Outstanding	HEALY (FAY), ANNE \$1700.00 CASE# 06 D 4013
40190	ANCEL, GLINK, DIAMOND, BUSH, DICIANNI&KRAFTHEFER,	03/21/2019	600.00	Outstanding	LEGAL FEES RENDERED FEBRUARY 2019
0	EFTPS - FEDERAL TAXES	03/29/2019	26,068.27	Outstanding	PAYROLL TAXES
40191	STATE DISBURSEMENT UNIT	03/29/2019	1,700.00	Outstanding	HEALY (FAY), ANNE \$1700.00 CASE# 06 D 4013
			<u>\$ 83,830.82</u>		

Assignment ID	Status	Check Date	Check #	Deposit #	Net Amount
159-376-PP-001	A	03/29/2019		119917	6,217.68
159-376-PP-001	A	02/28/2019		119674	6,217.68
159-376-PP-001	A	01/31/2019		119435	6,217.68
159-376-PP-002	A	03/29/2019		119918	4,808.27
159-376-PP-002	A	02/28/2019		119675	4,808.27
159-376-PP-002	A	01/31/2019		119436	4,808.27
159-376-PP-003	A	03/29/2019		119920	6,063.33
159-376-PP-003	A	02/28/2019		119677	6,063.33
159-376-PP-003	A	01/31/2019		119438	6,063.33
159-376-PP-004	A	03/29/2019		119924	5,065.61
159-376-PP-004	A	02/28/2019		119681	5,065.61
159-376-PP-004	A	01/31/2019		119442	5,065.61
159-376-PP-007	A	03/29/2019		119928	7,993.45
159-376-PP-007	A	02/28/2019		119685	7,993.45
159-376-PP-007	A	01/31/2019		119446	7,993.45
159-376-PP-008	A	03/29/2019		119930	3,894.03
159-376-PP-008	A	02/28/2019		119687	3,894.03
159-376-PP-008	A	01/31/2019		119448	3,894.03
159-376-PP-010	A	03/29/2019		119933	3,834.75
159-376-PP-010	A	02/28/2019		119690	3,834.75
159-376-PP-010	A	01/31/2019		119451	3,834.75
159-376-PP-011	A	03/29/2019		119934	3,397.61
159-376-PP-011	A	02/28/2019		119691	3,397.61
159-376-PP-011	A	01/31/2019		119452	3,397.61
159-376-PP-012	A	03/29/2019		119937	10,139.10
159-376-PP-012	A	02/28/2019		119694	10,139.10
159-376-PP-012	A	01/31/2019		119455	10,139.10
159-376-PP-013	A	03/29/2019		119939	5,325.64
159-376-PP-013	A	02/28/2019		119696	5,475.64
159-376-PP-013	A	01/31/2019		119457	5,475.64
159-376-PP-014	A	03/29/2019		119941	4,746.07
159-376-PP-014	A	02/28/2019		119698	4,746.07
159-376-PP-014	A	01/31/2019		119459	4,746.07
159-376-PP-015	A	03/29/2019		119947	7,749.13
159-376-PP-015	A	02/28/2019		119704	7,749.13
159-376-PP-015	A	01/31/2019		119465	7,749.13
159-376-PP-016	A	03/29/2019		119948	3,773.05
159-376-PP-016	A	02/28/2019		119705	3,773.05
159-376-PP-016	A	01/31/2019		119466	3,773.05
159-376-PP-017	A	03/29/2019		119949	5,483.60
159-376-PP-017	A	02/28/2019		119706	5,483.60
159-376-PP-017	A	01/31/2019		119467	5,483.60
159-376-PP-018	A	03/29/2019		119951	7,823.60
159-376-PP-018	A	02/28/2019		119708	7,823.60
159-376-PP-018	A	01/31/2019		119469	7,823.60
159-376-PP-019	A	03/29/2019		119952	7,460.76
159-376-PP-019	A	02/28/2019		119709	7,460.76
159-376-PP-019	A	01/31/2019		119470	7,670.00
159-376-PP-020	A	03/29/2019		119953	6,173.55
159-376-PP-020	A	02/28/2019		119710	6,173.55
159-376-PP-020	A	01/31/2019		119471	6,173.55
159-376-PP-021	A	03/29/2019		119955	4,092.51
159-376-PP-021	A	02/28/2019		119712	4,092.51
159-376-PP-021	A	01/31/2019		119473	4,092.51
159-376-PP-022	A	03/29/2019		119956	3,744.17
159-376-PP-022	A	02/28/2019		119713	3,744.17
159-376-PP-022	A	01/31/2019		119474	3,744.17
159-376-PP-026	A	03/29/2019		119932	7,871.11
159-376-PP-026	A	02/28/2019		119689	7,871.11
159-376-PP-026	A	01/31/2019		119450	7,871.11
159-376-PP-027	A	03/29/2019		119936	5,165.95
159-376-PP-027	A	02/28/2019		119693	5,816.95
159-376-PP-027	A	01/31/2019		119454	5,816.95
159-376-PP-028	A	03/29/2019		119950	5,315.22

Assignment ID	Status	Check Date	Check #	Deposit #	Net Amount
159-376-PP-028	A	02/28/2019		119707	5,315.22
159-376-PP-028	A	01/31/2019		119468	5,315.22
159-376-PP-029	A	03/29/2019		119921	8,673.44
159-376-PP-029	A	02/28/2019		119678	8,673.44
159-376-PP-029	A	01/31/2019		119439	8,673.44
159-376-PP-030	A	03/29/2019		119944	3,746.03
159-376-PP-030	A	02/28/2019		119701	3,746.03
159-376-PP-030	A	01/31/2019		119462	3,746.03
159-376-PP-031	A	03/29/2019		119922	6,393.11
159-376-PP-031	A	02/28/2019		119679	6,393.11
159-376-PP-031	A	01/31/2019		119440	6,477.11
159-376-PPB-001	A	03/29/2019		119940	2,414.16
159-376-PPB-001	A	02/28/2019		119697	2,414.16
159-376-PPB-001	A	01/31/2019		119458	2,414.16
159-376-PPB-002	A	03/29/2019		119919	1,461.15
159-376-PPB-002	A	02/28/2019		119676	1,461.15
159-376-PPB-002	A	01/31/2019		119437	1,461.15
159-376-PPB-003	A	03/29/2019		119926	902.30
159-376-PPB-003	A	02/28/2019		119683	902.30
159-376-PPB-003	A	01/31/2019		119444	902.30
159-376-PPB-004	A	03/29/2019		119927	843.74
159-376-PPB-004	A	02/28/2019		119684	843.74
159-376-PPB-004	A	01/31/2019		119445	843.74
159-376-PPB-006	A	03/29/2019		119938	3,856.42
159-376-PPB-006	A	02/28/2019		119695	3,856.42
159-376-PPB-006	A	01/31/2019		119456	3,856.42
159-376-PPB-007	A	03/29/2019		119943	4,208.01
159-376-PPB-007	A	02/28/2019		119700	4,208.01
159-376-PPB-007	A	01/31/2019		119461	4,208.01
159-376-PPB-009	A	03/29/2019		119925	6,986.72
159-376-PPB-009	A	02/28/2019		119682	6,986.72
159-376-PPB-009	A	01/31/2019		119443	6,986.72
159-376-PPB-010	A	03/29/2019		119931	5,965.33
159-376-PPB-010	A	02/28/2019		119688	5,965.33
159-376-PPB-010	A	01/31/2019		119449	5,965.33
159-376-PPDA-001	A	03/29/2019		119923	4,678.38
159-376-PPDA-001	A	02/28/2019		119680	4,678.38
159-376-PPDA-001	A	01/31/2019		119441	4,678.38
159-376-PPDA-002	A	03/29/2019		119935	5,454.91
159-376-PPDA-002	A	02/28/2019		119692	5,454.91
159-376-PPDA-002	A	01/31/2019		119453	5,454.91
159-376-PPDA-003	A	03/29/2019		119945	6,401.21
159-376-PPDA-003	A	02/28/2019		119702	6,401.21
159-376-PPDA-003	A	01/31/2019		119463	6,401.21
159-376-PPDA-004	A	03/29/2019		119946	3,563.13
159-376-PPDA-004	A	02/28/2019		119703	3,563.13
159-376-PPDA-004	A	01/31/2019		119464	3,563.13
159-376-PPND-001	A	03/29/2019		119957	4,631.02
159-376-PPND-001	A	02/28/2019		119714	4,631.02
159-376-PPND-001	A	01/31/2019		119475	4,631.02
159-376-PPQB-001	A	03/29/2019		119929	1,468.20
159-376-PPQB-001	A	02/28/2019		119686	1,468.20
159-376-PPQB-001	A	01/31/2019		119447	1,468.20
159-376-PPQB-002	A	03/29/2019		119954	2,753.92
159-376-PPQB-002	A	02/28/2019		119711	2,753.92
159-376-PPQB-002	A	01/31/2019		119472	2,753.92
159-376-PPQB-003	A	03/29/2019		119942	2,055.80
159-376-PPQB-003	A	02/28/2019		119699	2,055.80
159-376-PPQB-003	A	01/31/2019		119460	2,055.80



VILLAGE OF GLENCOE MEMORANDUM

675 Village Court, Glencoe, Illinois 60022
p: (847) 835-4111 | info@villageofglencoe.org | Follow Us: @VGlencoe

www.villageofglencoe.org

DATE: April 19, 2019
TO: Glencoe Police Pension Board
FROM: Nikki Larson, Finance Director
SUBJECT: Consideration of Personnel Report - Quarter 1

This report includes any new hires, terminations, retirements and other personnel related activity having an impact on the Police Pension Fund from January 1, 2019 to March 31, 2019. The Board will be asked to accept this report as presented by staff.

New Hires:

None

Terminations / Resignations:

None

Retirements:

None

Deaths:

None

Refunds:

None

Disability Pension Option Conversion:

None

QUILDRO Pending:

Retiree Thomas Bak - *Filed* by Janice Bak



VILLAGE OF GLENCOE REQUEST FOR PROPOSALS

675 Village Court, Glencoe, Illinois 60022
p: (847) 835-4113 | finance@villageofglencoe.org | Follow Us: @VGlencoe

www.villageofglencoe.org

Response Submission Information - **DRAFT**

Project Name: Investment Management & Custodial Services for the Glencoe Police Pension Fund
RFP Number: 19-

Due Date:

Time: 4:00 p.m. CST

Attention: Denise Joseph, Assistant Finance Director

Department: Finance

Submit Proposal by mail or e-mail to: Village of Glencoe, Attn: Denise Joseph, 675 Village Court, Glencoe IL 60022
or at djoseph@villageofglencoe.org.

Request for Proposal Response

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

PROPOSAL ON: Financial Advisor Services, per the specifications herein.

Total Not-To-Exceed Price:

NOTE TO PROPOSERS: Any and all exceptions to these specifications **MUST** be clearly and completely stated in writing on the proposal sheet. Attach additional pages if necessary. Please be advised that any exceptions to these specifications may cause your proposal to be disqualified.

Request for Proposals: Investment Management Services and Custodial Services for the Glencoe Police Pension Fund

Due:

Page 1

GENERAL TERMS AND CONDITIONS

Section 1: Intent

It is the intent of the Village of Glencoe Police Pension Fund (“Police Pension Fund”) to contract with a consultant (“Consultant”) for all necessary labor, expenses and materials to provide Investment Management Services and Custodial Services for the Village of Glencoe Police Pension Fund.

Section 2: Proposal Price

Proposal pricing must remain firm for the term of the agreement, and Proposers must propose a not-to-exceed price. The not-to-exceed price shall be all-inclusive of all meetings, telephone calls, transportation, materials, supplies, labor, equipment and any other costs required to fulfill the scope of work as identified herein.

Section 3: Additional Information and Technical Questions

Proposers are invited to submit a letter of intent to djoseph@vilalgeofglencoe.org. Proposers submitting a letter of intent will receive a copy of all questions and answers submitted by all proposers, and any subsequent amendments to this request for proposal. Proposers should also submit questions via email to Denise Joseph at djoseph@villageofglencoe.org. Questions are due no later than August 14, 2019. Answers to the questions will be provided on August 14, 2019. Any and all changes to these specifications are valid only if they are included by written addendum from the Village to all Proposers.

Section 4: Silence of Specifications

The apparent silence of specifications as to any detail or apparent omission from a detailed description concerning any portion of this document shall be interpreted as meaning that only the best commercial material or practice shall prevail.

Section 5: Insurance, Hold Harmless and Indemnification

In addition to other standard contractual terms the Village needs, the Village will require the selected consultant to comply with indemnification, hold harmless and insurance requirements as outlined below:

Consultant shall defend, indemnify and hold the Village, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Village.

The Consultant shall procure and maintain, for the duration of this agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the contractor. Insurance shall meet or exceed the following unless otherwise approved by the Village.

A. Minimum Levels of Insurance

1. Comprehensive or Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker’s Compensation coverage as required by the Industrial Insurance Laws of the State of Illinois.

B. Other Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General or Commercial Liability and Automobile Liability Coverages
 - a. The Village, its officials, employees and volunteers are to be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, employees or volunteers.
 - b. The contractor's insurance shall be primary insurance with respect to the Village, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Village, its employees or volunteers shall be excess of the contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees or volunteers.
 - d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. All Coverages
 - a. Each insurance policy required by this clause shall state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the Village.
3. Acceptability of Insurers
 - a. Insurance is to be placed with insurers with a current Bests' rating of A- or better, or with an insurer acceptable to the Village.
4. Verification of Coverage
 - a. Contractor shall furnish the Village with certificates of insurance and copies of actual insured endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall name the Village, its officials, employees and agents as "additional insureds" except for coverages identified above. The certificates are to be received and approved by the Village before work commences. The Village reserves the right to require complete, certified copies of all required insurance policies at any time.
5. Subcontractors
 - a. Contractor shall include all subcontractors as insured under its policies or shall require subcontractors to provide their own coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Section 6: Evaluation/Acceptance of Proposals

The Police Pension Fund intends to select a Consultant that furnishes satisfactory evidence that it has the requisite experience, ability, resources and staffing to enable it to perform the scope of work successfully. In making the determination as to whether to select a Consultant, the Police Pension Fund will consider the following factors (listed in no particular order):

1. Prior experience performing similar work.
2. Ability, capacity and skill to fulfill the services as specified.
3. References from prior or current clients.

Request for Proposals: Investment Management Services and Custodial Services for the Glencoe Police Pension Fund

Due:

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4. Police Pension Funds prior experience with Consultant, if applicable.

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the Proposer.

The Police Pension Fund may accept the proposal that is, in its judgment, the best and most favorable to the interests of the Pension Fund and to the public; reject the low price proposal; accept any item of any proposal; reject any and all proposals; or waive irregularities and informalities in any proposal submitted or in the request for proposals process. The waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Proposers should not rely on, or anticipate, any waivers in submitting their proposals.

Section 7: Other Terms

No Collusion

In submitting this proposal, the Proposer declares that the only person or party interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any other person, firm or corporation.

Engagement

The Proposer further understands and agrees that if their proposal is accepted, the individual will enter into an engagement with the Police Pension Fund to provide the services with fifteen (15) days of receiving notice of the selection.

Payment

All payments for the Services will be made by the Police Pension Fund in conformance with the requirements of the Local Government Prompt Payment Act (50 ILCS 505).

All costs incurred with the submission of proposals are solely those of the proposer. The Police Pension Fund, Trustees and/or staff will not reimburse any expenses of those proposers. Proposers accept all risks of late delivery of mailed proposals regardless of fault. Facsimile and other electronically transmitted proposals will not be considered. All proposals and accompanying documentation will become the property of the Glencoe Police Pension Fund and will not be returned.

INVESTMENT MANAGEMENT AND CUSTODIAL SERVICES RFP FOR THE GLENCOE POLICE PENSION FUND

Section 1: Background

The Village of Glencoe is a mature community with a population of approximately 8,800. It is located in the North Shore region of northern Cook County along Lake Michigan, approximately 24 miles north of downtown Chicago. The Village is bounded by the City of Highland Park to the north, the Village of Winnetka to the south, the Cook County Forest Preserve District and Village of Northbrook to the west, and Lake Michigan to the east. The Village is a non-home rule, special charter municipality which operates under the council-manager form of government. The Village is a full-service community, with a consolidated Public Safety Department (police, fire and EMS); Public Works Department that includes all public infrastructure management as well as building, zoning and planning functions; Finance; Golf operations; as well as the functions of the office of the Village Manager/Clerk.

The Board of Trustees of the Glencoe Police Pension Fund is seeking a consolidated request for proposal to manage the entire portfolio of the Pension Fund investments (i.e. fixed income and equities) and provide custody banking services. Firms or institutions submitting proposals must meet the minimum eligibility requirements for financial institutions, investment advisors and investment managers as set forth in the Illinois Pension Code and with any other applicable state and federal laws for vendors doing business with a public entity. All related practices and procedures must comply with Illinois law and the Pension Fund's investment policy.

The Glencoe Police Pension Fund has total assets of approximately \$40 Million, with assets allocated to equities, fixed income and money markets. The Pension Fund is a defined-benefit, single-employer defined system, covering only Public Safety Officers (both active and retired) that are or were employed full-time by the Village of Glencoe. The fund is managed by a Board of Trustees (the "Board") consisting of appointed trustees and trustees by virtue of employment position with the Village of Glencoe.

The consolidated fee proposal is expected to cover both the investment management services and custodial banking services. The term of this Agreement shall be for a period of five (5) years, beginning on the date approved by the Police Pension Fund and ending five (5) years thereafter, unless otherwise sooner terminated as provided for herein.

Please note, the Village's current fiscal year end is February 28, however, the Village will be transitioning to a December 31 year end in 2020.

The Glencoe Police Pension Fund reserves the right to award the entire service package in whole or in part based upon its best interest regarding price, convenience and professional references.

Section 2: Scope of Services

Please reference:

- Exhibit A - Investment Management Services; and
- Exhibit B- Master Custody Services.

Section 3: Proposal Requirements

In order to adequately evaluate proposals, the following information is requested from all submitting firms:

Request for Proposals: Investment Management Services and Custodial Services for the Glencoe Police Pension Fund

Due:

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1. **Transmittal letter** introducing the firm and outlining why the firm believes itself to be the best qualified to perform the requested services. The transmittal letter should also include the name, title, address and email address of the individual who is the contact for the Village.
2. The **detailed proposal** should answer all questions that are not provided in the related exhibits in this RFP. In addition to the response to the questionnaire, the proposal shall include the following:
 - a. Resumes of all principals and staff who would be involved.
 - b. A description and history of all corporate partners included in your proposal.
 - c. A list of affiliated companies of the firm.
 - d. Evidence of professional liability insurance.
 - e. Longevity of practice.

Section 5: Fees for Service

The proposed interest and fees should be as one free (or laddered fee) per portfolio. Fee proposed will not be the sole method of determining the successful bidder. Please see the **Consolidated Fee Proposal** form at the end of this document.

Section 6: Evaluation

A review of the proposals will be conducted by the Police Pension Fund Trustees. The cost of services, relative to experience and other factors related to the firm’s perceived ability to respond to the Village’s scope of service will be considered in the valuation. Staff will be responsible for clarifying any inconsistencies, ambiguities or incomplete proposals. Conspicuously deficient proposals may be disqualified. Final selection will be approved by the Police Pension Fund Trustees.

Section 7: Special Conditions

The Village reserves the right to waive irregularities and/or reject any and all proposals received as a result of the Request for Proposals or to negotiate in any manner necessary to serve the best interests of the Pension Fund.

Section 8: RFP Schedule

The Village anticipates following the schedule described below to issue the request for issuing and reviewing this request for proposals, and completing the project:

Phase	Anticipated Dates
Issue request for proposals	July 29, 2019
Letter of Intent deadline	August 2, 2019
Deadline for questions	August 14, 2019
Answers to questions provided	August 16, 2019
Proposals due	September 13, 2019
Award	October 23, 2019

Section 9: Proposal Submission

Proposals may be submitted by email to Denise Joseph at djoseph@villageofglencoe.org and are due by September 13, 2019. Alternatively, proposal may be submitted in a sealed envelope marked “**Investment Management Services and Custodial Services for the Glencoe Police Pension Fund**” in the lower left hand corner and addressed to:

Village of Glencoe
Denise Joseph, Assistant Finance Director
Village of Glencoe
675 Village Court, Glencoe, IL 60022

It is the sole responsibility of respondents to the Request for Proposal to deliver the proposal by the stated deadline. Each proposal must be submitted with all required documentation.

Section 10: Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted. The Glencoe Police Pension Fund reserves the right without prejudice to reject any or all proposals.

Section 11: Questions

Please direct questions or concerns related to this RFP to:

Denise Joseph
Assistant Finance Director
Phone: (847) 461-1105
djoseph@villageofglencoe.org

DRAFT

CONSOLIDATED FEE PROPOSAL

The Police Pension Fund requires that the proposal include annual fee amounts for each of the five years. The Contract commencement date and the final contract terms will be determined at a later date. The respondent must complete both of the following fee methods:

Option 1: Flat Fee

<u>Contract Year:</u>	<u>Amount:</u>
1	\$ _____
2	\$ _____
3	\$ _____
4	\$ _____
5	\$ _____

Option 2: Services on a point basis of portfolio

<u>Contract Year:</u>	<u>Range</u>	<u>Rate</u>
1	\$ _____ to \$ _____	_____
2	\$ _____ to \$ _____	_____
3	\$ _____ to \$ _____	_____
4	\$ _____ to \$ _____	_____
5	\$ _____ to \$ _____	_____

Please note that the above includes the only fee that the Pension Fund will pay for services specified in this Request for Proposal. The Pension Board will not accept any other separate billing for any of the services mentioned or outlined in this proposal. Unless respondent separately quotes fees for supplemental services, it will be understood that the flat fee is all-inclusive and reflects respondent's bid for all services herein.

EXHIBIT A
INVESTMENT MANAGEMENT SERVICES

I. Scope of Services

The investment manager shall furnish all services, materials and personnel necessary to provide investment management services for the Police Pension Fund in compliance with professional standards established as reasonable and customary by the industry for similar service. The investment manager shall conform to the specific standards and requirements of any and all agreement(s) that may result from this RFP. The investment manager shall also conform to all local, state and federal laws, rules and regulations governing such services as they may apply to services performed for the pension fund.

The Police Pension Fund is accepting proposals from qualified firms to provide investment management services in the Police Pension Fund. Specifically, the Pension Fund requires the following services:

1. Attend in person quarterly meetings of the Pension Fund.
2. Attend in person special meetings of the Pension Fund upon request.
3. Review and propose updates, if necessary, to the Pension Fund investment policy on an annual basis.
4. Monitor the performance of the investments and their compliance with the fund's investment policy.
5. Provide reports of investment performance to the Pension Fund. Recommend changes in asset allocations, as appropriate.
6. Advise the Board on all matters related to the management of the fund's investments (total portfolio).
7. Conduct investment transactions within the scope of approved investment instructions in adherence with the policies and procedures of the Pension Fund.
8. Provide a suggested custody arrangement for the Board's consideration.

II. Required Elements of the Proposal

1. Please provide a brief history of your firm's experience with investment management services. Include a detailed discussion of special projects and unique capabilities.
2. Briefly describe the philosophy and methodology of your security selection for equities and fixed income.
3. Describe your capabilities in developing, implementing and modifying investment objectives, guidelines and investment policies on behalf of your clients.
4. To what extent does your firm manage individual fixed income and equities, as opposed to mutual funds or other managers as sub-advisors?
5. Describe your policies related to confidentiality of client information.
6. Attach an organizational chart which clearly shows the operating interrelationships and reporting responsibilities within the investment management department in relation to services provided to the pension funds. Also, please provide profiles of the key management personnel who will be assigned to our account. Include the following:

- a. Name, title and years of service with the firm
- b. Biographies of key personnel
- c. Number of total accounts (including police and fire fighter pension funds), under management for the firm, portfolio manager and assigned to the administrator.
- d. Years of experience managing an Illinois Police or Firefighter Pension Fund.

III. Client Service

1. Describe your approach to client service.
2. Describe any ongoing education programs, client conferences, publications or other means you provide to keep your clients informed of new industry practices, techniques and other trends.

IV. **References.** Please provide a reference list of current clients, including account size, municipality, effective date and contact person.

V. Disclosures

1. Please describe all sources of income you receive in connection with investment advisory services to Illinois Police and Firefighters Pension Funds, either direct or indirect.
2. What third parties will you receive compensation from, including but not limited to commission, fees, referral fees, etc.
3. Disclose any legal proceedings and or claims alleged against any parties to your proposal or any former parties of your organization within the last year.

**EXHIBIT B
CUSTODIAL SERVICES**

I. Scope of Services

The investment management firm must make a recommendation for a custodian that shall furnish all services, materials and personnel necessary to provide custodial services management services for the Police Pension Fund in compliance with professional standards established as reasonable and customary by the industry for similar service. The custodian shall conform to the specific standards and requirements of any and all agreement(s) that may result from this RFP. The custodian shall also conform to all local, state and federal laws, rules and regulations governing such services as they may apply to services performed for the pension fund.

II. Custody Questionnaire

1. Please provide a brief history of the custodian's experience with trusts, custody, safekeeping, clearing and securities lending services. Include a detailed discussion of special expertise and unique capabilities.
2. Provide a statement of commitment to Custody business. Include a description of issues that are considered most relevant and important.
3. Describe the overall business objectives with respect to future growth. Comment on any present or planned areas of emphasis over the next three years.
4. Describe policies regarding confidentiality of client information.
5. Attach an organizational chart which clearly shows the operating interrelationships and reporting responsibilities within the custodian in relation to services provided to the pension funds. Also, please provide profiles of the key management and trust officers who will be assigned to our account.

III. References. Please provide a reference list of current custody clients, including account size, type of trust, effective date and contact person.

IV. Client Service

1. Describe approach to client service.
2. Describe any ongoing education programs, client conferences, publications or other means you provide to keep your clients informed of new industry practices, techniques and other trends.
3. Are you able to issue notices to the Village confirming securities matured, sold, and purchased as well as interest payments received on the same day as the transaction?

V. Cash Management

1. Describe procedures for processing wire transfers.
2. Please describe policies and procedures related to the following:
 - a. Collection, monitoring and crediting of interest and dividend income.
 - b. Automatic investment of cash balances (include cutoff times).
3. Can systems accommodate automated investment of cash balances through a third party? If so, provide a detailed description of the process.

VI. Transition to New Custodian

1. Enclose a proposed conversion plan, specific time tables for measurable benchmarks, responsibilities and an outline of the process.
2. Please specify if there is a dedicated “conversion team”. If so, please include names, titles and brief biographies.
3. How are securities and cash transferred from a prior custodian to control the risk of loss of assets and assure that all are received and accounted for properly?