

LEAD INVESTMENT MANAGER FOR CASH AND INVESTMENT MANAGEMENT SERVICES AGREEMENT

This Lead Investment Manager for Cash and Investment Management Services Agreement (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and Meeder Public Funds, Inc., an Ohio corporation (“Provider”).

WITNESSETH:

WHEREAS, the City requires insurance cash and investment manager services, as more particularly described in the Cash and Investment Management Services Request for Proposal, RFP 2024-005 (“RFP”), attached hereto as Exhibit A (“Services”); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

SECTION ONE SCOPE OF SERVICES

1.1. Provider shall perform the Services in accordance with the RFP terms, incorporated herein and attached as Exhibit A, Services Provider’s response to the RFP dated July 18, 2024, incorporated herein and attached as Exhibit B, Exhibit C, and the terms, conditions, and covenants set forth in this Agreement. Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

1.2. Provider shall, at its own expense, comply at all times with all municipal, county, state, and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

SECTION TWO TERM

2.1. This Agreement shall commence on the Effective Date and will continue to be in effect for three (3) years (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager or her designee may extend the Term for up to two (2) additional one-year periods upon written notice to the Provider.

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SECTION THREE COMPENSATION

Provider will provide the Services in the amount not to exceed \$200,000.00, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs as per the Annual Fees stated below. Provider's prices may not be increased during the Term. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is Two Hundred Thousand Dollars and 00/100 (\$200,000.00). The total not to exceed amount of this Agreement is One Million Dollars and 00/100 (\$1,000,000.00). The Provider shall submit the original invoice via email to:

AccountsPayable@CityofNorthLasVegas.com

Annual Fees	
Up to \$100M	.05%
\$100M to \$200M	.04%
Over \$250 Million	.03%
Separate Investment Manager Reporting Fee	0.004%

SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES

4.1. This Agreement may be terminated, in whole or in part, with or without cause, by the City, through its City Manager or her designee, upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

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SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

SECTION SIX INDEMNIFICATION

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

SECTION SEVEN INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION

8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion. The City may require each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property to submit to a background check performed by the City's Police Department ("Background Check"), and each employee, agent, or subcontractor must satisfactorily pass the Background Check, as determined by the City in its sole discretion, before or at any time during the performance of any of the Services under this Agreement. For this Agreement the City is requiring a Level 2 Background checks including County and Nationwide History Checks, Federal fingerprinting.

SECTION NINE INSURANCE

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos

(Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

9.1.4. Professional Liability (errors and omissions): Insurance appropriate to the Provider's profession with limit no less than \$2,000,000.00 per occurrence or claim, \$4,000,000.00 aggregate.

9.1.5. Cyber Liability Insurance, with limits not less than \$3,000,000 per occurrence or claim, \$6,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

9.1.6. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

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

9.1.7.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.1.7.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.1.7.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

9.1.7.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees

to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9.1.7.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

9.1.7.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

9.1.7.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.1.7.8. Claims Made Policies: If any of the required policies provide claims-made coverage:

9.1.7.8.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

9.1.7.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

9.1.7.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

9.1.8. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9.1.9. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION TEN NOTICES

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas
Attention: Joy Yoshida
2250 Las Vegas Blvd., North, Suite 820
North Las Vegas, NV 89030
Phone: 702-633-1745

To Provider: Meeder Public Funds, Inc.
Attention: Jack Click
10655 Park Run Drive, Suite 120
Las Vegas, NV 89144
Phone: 1-866-633-3371
Email: jclick@mederinvestment.com

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

SECTION ELEVEN SAFETY

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION TWELVE ENTIRE AGREEMENT

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any

prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

SECTION THIRTEEN MISCELLANEOUS

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

13.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

13.18. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

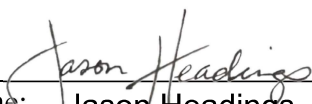
13.19. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,
a Nevada municipal corporation

Meeder Public Funds, Inc.,
a Ohio corporation

By: _____
Pamela A. Goynes-Brown, Mayor

By:  _____
Name: Jason Headings
Title: Sr. Vice President

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to form:

By: _____
Andy Moore, City Attorney

EXHIBIT A

RFP 2024-005

Please see the attached page(s).

Mayor
Pamela A. Goynes-Brown

City Manager
Micaela Rustia Moore

Council Members
Isaac E. Barron
Ruth Garcia Anderson
Scott Black
Richard J. Cherchio



Finance Department
Purchasing Division
2250 Las Vegas Boulevard, North · Suite #820 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1745 · Fax: (702) 399-8426 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

June 20, 2024

CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL ("RFP")
RFP 2024-005 Cash and Investment Management Services

Proposals will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnv.com until **July 15, 2024 at 1:00 P.M.** local time ("Proposal Due Date"). **A Proposal opening will be held on a conference call via Google Meet, Telephone# 260-338-9211, Meeting Pin# 950 455 826# on the RFP Due Date.**

An optional Pre-Proposal Meeting will be conducted at **10:00 A.M., local time, Thursday, June 27, 2024, local time**, via Google Meet conference call, Telephone # 470-273-8215, Meeting Pin# 351 564 775#. The purpose of this meeting is to discuss the Request for Proposal requirements and answer any questions or concerns. Any and all questions asked during the Pre-Proposal meeting must be submitted in writing either via email or submitted in NGEM at the conclusion of the Pre-Proposal Meeting.

All questions or concerns must be submitted electronically in NGEM or via e-mail to Joy Yoshida, Buyer, at yoshidaj@cityofnorthlasvegas.com. The cut-off time for all questions is **July 8, 2024, at 12:00 p.m.** local time. All questions received will be consolidated and answered AFTER the question cut off period via Addendum on NGEM. Any questions received after the question cut off period will not be answered.

Proposal documents may be accessed on NGEM or on the City of North Las Vegas (City) Purchasing Web Page (listed above). The City reserves the right to reject any and all Proposals, waive any informality or technicality, or to otherwise accept Proposals deemed in the best interest of the City. Capitalized terms contained in this Request for Proposals are defined in the Definitions section on page 12.



Marie Leake
Purchasing Manager

Published Las Vegas Review Journal June 20, 2024

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL (“RFP”)
RFP 2024-005 Cash and Investment Management Services**

1. PUBLIC RECORDS:

The RFP documents and all Proposals submitted in response thereto are public records. You are cautioned not to put any material into the Proposal that is proprietary in nature. The City is a public agency under state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City’s records, including this Request for Proposal, are public records which are subject to inspection and copying by any person, unless declared by law to be confidential.

2. PERFORMANCE OF WORK:

The successful Respondent shall perform all the work described in this RFP as may be necessary to complete the Contract in a satisfactory and acceptable manner according to the terms set forth herein and in any agreement entered into with the City.

3. FORM OF CONTRACT:

Execution of the Contract by all named parties will authorize delivery of goods and/or services obtained under this Request for Proposals.

4. ELECTRONIC RESPONSE THROUGH NGEM SYSTEM:

Proposals must be submitted online through the Nevada Government eMarketplace (NGEM). The NGEM System is an electronic bidding system used by a consortium of local government entities in Nevada for supplier registration and the submission of electronic bids and proposals. The NGEM System is available at www.ngemnvt.com. There is no cost for any Respondent to use the NGEM System, however, all Respondents must register prior to gaining access to see the details of any solicitation and to submit a bid or proposal online. All Proposals must be submitted on the NGEM System no later than the Proposal Due Date and time. Per the Terms of Use of the NGEM System, Proposals may not be submitted after the Proposal Due Date, and the server clock will govern.

5. EXPLANATION TO RESPONDENT:

Any explanations desired by Respondent regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed for a reply to reach Respondent before submission of its Proposal. Oral explanations given before the award of the Contract will not be binding. Any written interpretation made will be furnished to all Respondents, and its receipt by the Respondent will be acknowledged. Interpretation of the meaning of the plans, specifications or other pre-Proposal documents will not be binding if presented to any Respondent orally. Every request for such interpretation should be in writing addressed to Joy Yoshida by email at yoshidaj@cityofnorthlasvegas.com. Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of a written addendum to the specifications which, if issued, will be posted on NGEM. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from any obligation under the Proposal documents as submitted. All addenda issued shall become part of the Proposal documents.

6. METHOD OF EVALUATION AND AWARD OPTIONS:

The evaluation of the Proposals will be conducted by City personnel. The City will award this Request for Proposal based on the Respondent who submits the most responsive, responsible Proposal deemed to be in the City's best interest according to the evaluation criteria set forth within this RFP. Please prepare your Proposal according to the appropriate sections and your Proposal will be evaluated accordingly. The City reserves the right to reject all Proposals. Pursuant to NRS 332.065(4), the City shall not enter into a Contract with a Respondent to this Proposal unless the Contract includes the written certification that the company is not currently engaged in, and agrees for the duration of the Contract not to engage in, a boycott of Israel.

7. ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that the Contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party or unless otherwise allowed pursuant to NRS 332.095(2). The Respondent will be an independent contractor for all purposes and no agency, either expressed or implied, exists.

8. CONDITIONS OF PROPOSAL SUBMITTAL:

- (a) The Proposal must be signed by a duly authorized official of the proposing firm or company submitting its Proposal.
- (b) No Proposal will be accepted from any person, firm, or corporation that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.
- (c) No Proposal will be accepted from any person, firm, or corporation if that person, firm, or corporation or any of its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal or state department or agency. By signing and submitting a Proposal to the City, the Respondent certifies that no current suspension or debarment exists.
- (d) All Proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.

9. PROTESTS:

The City will publish the Recommendation of Award Notification on NGEM. Any Respondent may file a notice of protest regarding the proposed award of the Contract by the North Las Vegas City Council. Respondents will have five (5) business days from the date the Recommendation of Award is published to submit the written protest to the City Clerk. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the Contract documents or law were violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do business in the State of Nevada, and supply it to the City Clerk. The bond posted must be in an amount equal to the lesser of (i) twenty-five percent (25%) of the total value of the

Proposal submitted by the person filing the notice of protest; or (ii) two hundred fifty thousand dollars and 00/100 (\$250,000.00).

A notice of protest filed in accordance with this section shall operate as a stay of action in relation to the award of the Contract until a determination is made by the North Las Vegas City Council. A person who makes an unsuccessful proposal may not seek any type of judicial intervention until after the North Las Vegas City Council has made a determination on the notice of protest and awarded the Contract. Neither the City nor any authorized representative of the City is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a Proposal, whether or not the person files a notice of protest pursuant to this section.

If a protest is upheld, the bond posted and submitted with the notice of protest will be returned to the person who posted the bond. If the protest is rejected, a claim may be made against the bond by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest.

10. LICENSES:

All Respondents must provide a copy of all appropriate licenses in accordance with the laws of the State of Nevada, prior to submission of Proposals for this project. Upon award, the successful Respondent will be required to obtain a North Las Vegas Business License.

11. PUBLIC OPENING:

Proposals received will be opened and the name of the Respondent's company will be read via conference call at the time and place indicated in the Request for Proposal documents. Respondents, their authorized agents and the public are invited to call in. No responsibility will attach to any City official or employee for the pre-opening of, or the failure to open, a Proposal not properly addressed or identified.

12. TERM OF THE CONTRACT:

The Contract shall have a term of three years, otherwise stated in the contract. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager or her designee may extend the Term for up to two (2) additional one-year periods upon written notice to the Provider.

13. INSURANCE:

Prior to the commencement of the Contract, the successful Respondent must provide properly executed Certificates of Insurance to the City, which shall clearly evidence all insurance required by the City, including a policy or certificate of comprehensive general liability insurance in which the City, its public officials, officers, employees, agents, and volunteers shall be the named insured or be named as an additional insured. In compliance with this provision, the Respondent may file with the City a satisfactory policy providing a minimum \$1,000,000.00 "blanket coverage" policy or certificate of insurance. Such insurance will (i) waive subrogation against the City, its officers, agents, servants, and employees; (ii) will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required; (iii) will include or be endorsed to cover the Respondent's contractual liability to the City; and (iv) disclose

all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000.00 without the City's written approval. Required insurance shall not be canceled, allowed to expire or be materially reduced in coverage until after 30 days' written notice has been given to, and approved in writing by, the City Attorney or the City Risk Manager.

The policy shall provide the following minimum limits:

WORKER'S COMPENSATION INSURANCE: Each successful Respondent shall secure, maintain in full force and effect, and bear the cost of complete Worker's Compensation Insurance in accordance with the Nevada Industrial Insurance Act - Nevada Revised Statutes, Chapter 616A-616D, inclusive, for the duration of the Contract and shall furnish the City, prior to the execution of the Contract, a Certificate of Insurance which meets the requirements of the Nevada Industrial Insurance Act. The City, or any of its officers or employees, will not be responsible for any claims or suits in law or equity occasioned by the failure of the successful Respondent to comply with the provisions of this paragraph. If the successful Respondent has no employees, then Exhibit D- Affidavit of Rejection of Coverage for Workers' Compensation must be completed and submitted with response to this Proposal.

COMMERCIAL GENERAL LIABILITY (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

AUTOMOBILE LIABILITY: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

PROFESSIONAL LIABILITY (Errors and Omissions): Insurance appropriate to the Provider's profession, with a limit no less than \$2,000,000.00 per occurrence or claim, \$4,000,000.00 aggregate.

CYBER LIABILITY INSURANCE: with limits not less than \$3,000,000 per occurrence or claim, \$6,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

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

ADDITIONAL INSURED STATUS: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

PRIMARY COVERAGE: For any claims related to this Contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

NOTICE OF CANCELLATION: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

WAIVER OF SUBROGATION: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

CLAIMS MADE POLICIES: If any of the required policies provide claims-made coverage:

The Retroactive Date must be shown, and must be before the date of the Contract or the beginning of Contract work.

Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract of work.

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

VERIFICATION OF COVERAGE: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SPECIAL RISKS OR CIRCUMSTANCES: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Such insurance shall include the specific coverage set out herein and be written for NOT LESS THAN the limits of liability and coverage provided in the "Insurance Service Office", or required by law and other governing agencies, whichever is greater. The cost of this insurance shall be deemed included in the Proposal prices and no additional compensation will be made.

In addition, the Respondent shall furnish evidence of a commitment by the insurance company to notify the City by registered mail of the expiration or cancellation of the insurance policies required not less than 30 days before the expiration or cancellation is effective.

14. INDEMNITY:

The successful Respondent agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from any and all liabilities, causes of action, claims, damages, losses, expenses, proceedings, actions, judgements, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents, or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Respondent, its subcontractors, agents, and employees, in the fulfillment or performance of the work described herein until such time as the applicable statutes of limitation expire.

15. PROVISIONS PROVIDED BY LAW:

Each and every provision and clause required by law to be inserted in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract forthwith shall be physically amended to make such insertion or correction. The Respondent's attention is directed to the fact that all applicable City, County, State and Federal laws, and the rules and regulations of all authorities having

jurisdiction over the project shall apply to the Contract throughout its duration, and they will be deemed to be included in the Contract the same as though herein written out in full.

16. ADDENDA INTERPRETATIONS:

If it becomes necessary to revise any part of this Request for Proposal, a written addendum will be provided publicly. The City is not bound by any oral clarifications changing the scope of work for this project. The addendum must be acknowledged and returned in the Proposal submission.

17. CANCELLATION OF CONTRACT:

The City reserves the right to cancel the award or execution of any Contract at any time before the Contract has been approved by the City Council without any liability or claims thereof against the City.

18. TERMINATION FOR CONVENIENCE:

The City, through its City Manager or her designee, shall have the right at any time to terminate further performance of the Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Respondent, specifying the extent and effective date of the termination. On the effective date of the termination, the successful Respondent shall terminate all work and take all reasonable actions to mitigate expenses. The successful Respondent shall submit a written request for incurred costs for services performed through the date of termination within thirty (30) days of the date of termination. All requests for reimbursement of incurred costs shall include substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the successful Respondent within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the successful Respondent.

19. TAXES:

The City is exempt from State, Retail, and Federal Excise Taxes. The Proposal price must be net, exclusive of taxes.

20. EXCEPTIONS:

Each Respondent must list on a separate sheet of paper any exceptions to the Request for Proposal specifications and attach it to its Proposal. Exceptions, deviations, or contingencies requested in Respondent's Proposal, while possibly necessary in the view of the Respondent, may result in lower scoring or disqualification of the Proposal. **A template of the City of North Las Vegas Services Agreement is attached in Exhibit G. Any and all exceptions to this document must be declared at the time of submission.**

21. FISCAL FUNDING OUT:

In the event the City fails to appropriate funds for the performance of this Contract, the Contract will terminate once the existing funds have been exhausted.

22. LIMITATION OF FUNDING:

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under the Contract.

23. ESCALATION:

Prices may not be increased. The price submitted in your Proposal must remain firm throughout this project.

24. AUDIT OF RECORDS:

- (a) The successful Respondent agrees to maintain financial records pertaining to all matters relative to this Proposal in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Proposal for a period of three (3) years after completion of this Proposal and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the successful Respondent goes out of existence, the successful Respondent shall turn over to the City all of its records relating to this Proposal. The successful Respondent agrees to give the City access to records immediately upon request.
- (b) The successful Respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Proposal at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the City desires concerning successful Respondent's operation hereunder at the City's discretion. The successful Respondent further understands and agrees that said inspection and audit would be exercised upon written notice. If the successful Respondent or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, successful Respondent agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City as designated by the City. If the City or the City's designated representative(s) find that the records and books delivered by the successful Respondent are incomplete, the successful Respondent agrees to pay the City or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the successful Respondent's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The successful Respondent further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.
- (c) If, at any time during the term of this Proposal, or at any time after the expiration or termination of the Proposal, the City or the City's designated representative(s)

finds the dollar liability is less than payments made by the City to the successful Respondent, the successful Respondent agrees that the difference shall be either: (a) repaid immediately by the successful Respondent to the City or (b) at the City's option, credited against any future billings due the successful respondent.

- (d) The successful Respondent must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon an invoice submitted before final payment of the Proposal.
- (e) The successful Respondent shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City will be deemed a waiver of the successful Respondent's right to dispute.

25. INDEPENDENT CONTRACTOR:

In the performance of services under the Contract, the successful Respondent and any other persons employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall hold the successful Respondent as the sole responsible party for the performance of this Contract. The successful Respondent shall maintain complete control over its employees. Nothing contained in the RFP, Contract or award by the City shall create a partnership, joint venture or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

26. COMPANY PERSONNEL:

The successful Respondent is solely responsible for the supervision and control of its staff performing work under this Contract; however, the City reserves the right to request removal from its premises the successful Respondent's "on site" staff personnel for just cause, and the successful Respondent shall take reasonable action to comply with the request. Upon award of the Contract a listing of all personnel authorized to participate in the awarded program shall be submitted and included as part of the executed agreement. The successful Respondent (and employees performing work) will be required to go through a City Background check which can be coordinated with our HR department if the successful Respondent will be performing work on City Property. Successful Respondent shall be notified during the Contract phase what background check requirements apply to the Contract.

27. KEY PERSONNEL:

For the City of North Las Vegas:

Joy Yoshida, Buyer. She is responsible for the administration and audit of the Contract and any changes. She can be reached at (702) 633-1745, Monday through Thursday, 6:30 a.m. to 4:00 p.m.

Debbie Barton, City Treasurer. She or her designee is responsible for monitoring the project and is responsible for any requested changes by the Respondent. She can be reached at (702) 633-1460 x 3629, Monday through Thursday, 9:00 a.m. to 7:00 p.m.

The cutoff time for any questions regarding this Request for Proposal is Monday, July 8, 2024, at 12:00 p.m. local time. **Any questions submitted beyond this cutoff time will not be answered.**

City of North Las Vegas
Request for Proposal (“RFP”)
RFP 2024-005 Cash and Investment Management Services

Definitions

Certificates of Insurance – a document issued by an insurance company/broker that is used to verify the existence of insurance coverage under specific conditions granted to listed individuals. This document should list the effective date of the policy, the type of insurance coverage provided, the type and dollar amount of applicable liability, and shall list the City of North Las Vegas, its public officials, officers, employees, agents, and volunteers, as an additional insured.

City - the City of North Las Vegas.

City Attorney –lawyers employed by the City of North Las Vegas, who are legally appointed as legal counsel to transact business on behalf of the City of North Las Vegas.

City Clerk - a public officer charged with recording the official proceedings and vital statistics of the City of North Las Vegas.

City Council - the legislative body that governs the City of North Las Vegas.

City Manager - a person not publicly elected but appointed by the City Council to manage the City of North Las Vegas.

City Records - information, minutes, files, accounts or other records, which the City of North Las Vegas is required to maintain, and which must be accessible to review by the public.

City Staff - any person currently employed by the City of North Las Vegas.

Contract – the written agreement between the City and the Respondent selected by the City as having the best Proposal, as approved by City Council and fully executed by the parties.

Key Personnel - defined City employees listed in Paragraph 27.

Pre-Proposal Meeting – a meeting that Respondent may attend to have the project requirements defined. This allows the Respondent to ask questions necessary to enable Respondent to provide a Proposal.

Nevada Public Records Law – as defined in NRS Chapter 239.

Proposal - document submitted in NGEM by Respondent to the City of North Las Vegas offering the product or service that meets the requested specifications. Respondent will fill out the Proposal documents with their price offering and complete all required documents.

Purchasing Division – The City of North Las Vegas Department that reviews the Proposals for compliance to specifications, reviews the pricing, and awards the Contract to the most responsive and responsible Respondent.

Recommendation of Award Notification – notification to the general public that the City has recommended a Respondent who has been selected based on having the best Proposal by meeting the criteria listed in the Proposal documents. This Recommendation of Award goes to

the City Council and upon City Council approval will be selected to fulfill the requirements as outlined in the Request for Proposal.

Representative – person who represents a company and compiles questions to enable the company to submit a proposal that accurately identifies the City's requirements.

Request for Proposals – the official legal published advertisement of the Proposal requirements.

Respondent(s) or Proposer(s) – Vendor who offers the requested service or product to the City on the official Request for Proposal.

Subcontractor - a person who, or business that, contracts to provide some service or material necessary for the performance of another's contract.

Warranty - a guarantee on purchased goods that they are of the quality represented and will be replaced or repaired if found to be faulty.

CITY OF NORTH LAS VEGAS
RFP 2024-005 Cash and Investment Management Services

SCOPE OF WORK

1. **Introduction:** The City of North Las Vegas (“CNLV”) is seeking Proposals from qualified Respondents for an award for cash and investment management services.

SPECIFICATIONS: Respondent shall provide the following services including but not limited to:

1) Daily:

- a) Invest CNLV’s available funds on a discretionary basis within the parameters of applicable Nevada Revised Statutes, the CNLV’s Investment Policy, Bond Covenants, and Director of Finance’s direction.
- b) Monitor trade/transaction settlements.
- c) Send to the Director of Finance trade/transaction tickets, security descriptions, and investment accounting information for all purchases, sells, maturities, calls, and interest transactions
- d) Send to the Director of Finance trade/transaction information to CNLV’s custodian.
- e) Provide to the Director of Finance brief explanation/justification of buys and sells.
- f) Reconcile all daily investment activity with the CNLV’s custodian
- g) Be available to answer questions of the Director of Finance or other CNLV staff, as needed.

2) Monthly:

- a) Provide to the Director of Finance a summary Monthly Investment Report.
- b) Provide to the Director of Finance a Monthly Detail Report within six (6) days of the end of the month. The Monthly Detail Report is a comprehensive investment accounting, analytic, compliance and performance report.
- c) Reconcile the Manager’s investment accounting system to custodian’s audited monthly reports for each portfolio in the Total Portfolio. Reconcile reports of any separate Investment Managers to CNLV custodian.
- d) Provide interest earning reports to Director of Finance for Investment Pool’s monthly interest allocation report.
- e) Provide realized gains and losses report on the sale of assets during the month.

- f) Provide detailed amortization schedules.
- g) Provide a monthly analysis of the Nevada Local Government Investment Pool (if applicable).
- h) Be available to meet with the Director of Finance to discuss the CNLV's investment program, including investment strategy and performance, economic and market conditions, cash flow information, bond proceeds analysis, and other investment related information.
- i) Provide firm's approved list of commercial paper, negotiable certificate of deposit, and repurchase agreement counterparties.

3) Quarterly:

- a) Compile Quarterly Detail Report for the Director of Finance. The Quarterly Detail Report is a comprehensive investment accounting, analytic, compliance, and performance report.
- b) Provide detailed billing information which allows the CFO to easily identify and verify the calculation of the fees charged for services rendered.

4) Annually:

- a) Assist the Director of Finance with any necessary Investment Policy changes.
- b) Provide a list of approved broker/dealers.
- c) Provide most recent SEC Form ADV Part 2.

5) *Ad Hoc*:

- a) Perform special projects, which could include assisting the Director of Finance in procurement of services such as custodial, trust, securities lending, and commercial banking.
- b) Serve as a general resource to the Director of Finance and other CNLV staff for information and training.
- c) Assist in presentations to rating agencies, as requested.
- d) Assist in analyzing proposed Nevada legislative bills, which many have a potential impact on the CNLV's investments and/or banking requirements.
- e) Prepare special analyses and reports as requested by the Director of Finance.

- 2. Additional Documents required for your Proposal:** The following information is mandatory and should be separately identified. Failure to complete and submit any section may be grounds for rejection. These documents are attached as exhibits to this Scope of Work:

- EXHIBIT A OFFER STATEMENT AND BUSINESS FORM - Provide the name and address of Respondent for purpose of notice or other communication relating to the Proposal. Proposals must be signed by a business entity official who has been authorized to make such commitments.
- EXHIBIT B CERTIFICATE-DISCLOSURE OR OWNERSHIP/PRINCIPALS - This form must be notarized.
- EXHIBIT C QUALIFICATIONS AND EXPERIENCE - References - Provide three (3) governmental agencies or private businesses with which you have conducted business transactions during the past five (5) years.
- EXHIBIT D AFFIDAVIT OF REJECTION OF WORKERS' COMPENSATION - Please fill this form out in its entirety. This form must be notarized.
- EXHIBIT E NON-COLLUSION AFFIDAVIT - This form must be notarized.
- EXHIBIT F Written Certification Required by NRS 332.065(4) for contracts with an estimated annual amount required for performance that is in excess of \$100,000.00.
- EXHIBIT G Template of City of North Las Vegas Service or Purchase Agreement. Any and all exceptions to the terms of this agreement with explanation must be turned in with electronic submission of the proposal.

- 3. Evaluation Process:** Proposals will be evaluated by a selection committee. The evaluation process is composed of the following steps:

- (1) Review of all Proposals for conformance to this RFP.
- (2) The elimination of all Proposals, which deviate substantially from the basic intent of the solicitation.
- (3) An evaluation of the remaining Proposals.
- (4) Interviews and presentation(s) of Proposals by Respondents (if the City determines a need for such).
- (5) Possible unannounced visit by some or all of the City selection committee to one or more of the projects/businesses represented by Respondent.

- (6) Selection of one Proposal which will be recommended to the City of North Las Vegas City Council.
- (7) Negotiation/finalization of a Professional Services Agreement between the City and the selected Respondent.

4. Evaluation Factors: The City reserves the right to accept a Proposal other than the lowest total expense offered. The following factors will be considered in the evaluation of individual Proposals. The City's Selection Committee will score each Proposal on a 100-point scale. The purpose of scoring the Proposals is to establish a prioritized order in which to continue further discussions. The following are the criteria and points associated for each that the committee will be using:

A. Completeness of the Proposal (30 points total)

- Response to RFP provisions (5 points)
- Respondent's references (20 points)
- Respondent's presentation (5 points)

B. Management Qualifications (70 points total)

- Expertise and Experience – The service provider's past experience and performance on comparable government agreement(s). The experience and knowledge of the service provider's professional personnel to be assigned to the City's account and the expertise and experience of the service provider's management support personnel to be available for assistance. (35 points)
- Proposal Cost – Pricing will be an important factor in the selection of the service provider (35 points)

Proposals will be evaluated based on the following:

- Superior ability or capacity to meet particular requirements of Contract and needs of City Department and those it serves;
- Superior prior experience of Respondent and its staff;
- Superior quality, efficiency, and fitness of proposed solution for City;
- Superior skill and reputation, including timeliness, and demonstrable results; and
- Cost.

5. Award of Contract: The recommendation by the selection committee to the City Council to award the Contract will be based upon the Proposal which is most advantageous to the City. All Proposals shall remain firm for ninety (90) calendar days after the Proposal opening. Refer to the Evaluation Process and Evaluation factors sections within this document.

6. Modifications: The City may institute changes or modifications to the Work and will notify all participants in a timely manner by an addendum to this RFP.

7. Rejection of Proposals: The City reserves the right to reject any and all Proposals received in response to this solicitation if determined not to be in the best interest of the City. Once received, the Proposals shall become the property of the City and are subject to public disclosure under the Nevada Public Records Act. Respondents are not entitled to recover any Request for Proposal preparation costs or other damages should

the City not make an award or fail to successfully negotiate the Contract.

- 8. Incorporation of Proposal into the Contract:** The contents of the RFP and the selected Respondent's Proposal shall be incorporated, in total, into the Contract. In the event there is a conflict between the RFP and the Contract, the terms of the Contract will prevail.

9. Proposal Format

A. Proposals submitted in response to this RFP must include a cover letter signed by the person authorized to issue the proposal on behalf of the Respondent, and the following information, in the sections and order indicated:

1. Table of Contents
2. Introduction/Executive Summary
 - Provide an overview of the services being sought and proposed scope of services.
3. Respondent Profile
 - Provide a narrative description of the Respondent itself, including the following:
 - Respondent's business identification information, including name, business address, telephone number, website address, and federal taxpayer identification number or federal employer identification number;
 - A primary contact for the Respondent, including name, job title, address, telephone and fax numbers, and email address;
 - A description of Respondent's business background, including, if not an individual, Respondent's business organization (corporation, partnership, LLC, for profit or not for profit, etc.), whether registered to do business in North Las Vegas and/or Nevada, country and state of business formation, number of years in business, primary mission of business, significant business experience, whether registered as a minority-, woman-, or disabled-owned business or as a disadvantaged business and with which certifying agency, and any other information about Respondent's business organization that Respondent deems pertinent to this RFP.
4. Project Understanding
 - Provide a brief narrative statement that confirms Respondent's understanding of, and agreement to provide, the services and/or tangible work products necessary to achieve the objectives of the project that is the subject of this RFP. Respondent shall describe how the Respondent's business experience will benefit the project.
5. Proposed Scope of Work, including a cost proposal and project timetable (schedule), in accordance with, "Scope of Work," of this RFP.
6. Statement of Qualifications; Relevant Experience
 - Provide a statement of qualifications and capability to perform the services sought by this RFP, including a description of relevant experience with projects that are similar in nature, size and scope to that which is the subject of this RFP. If any minimum qualifications for performance are stated in this RFP,

Respondent must include a statement confirming that Respondent meets such minimum requirements.

**City of North Las Vegas
Request for Proposal ("RFP")
RFP 2024-005 Cash and Investment Management Services**

**EXHIBIT "A"
PROPOSAL SUBMITTAL PAGE**

This Proposal is submitted in response to **RFP 2024-005 Cash and Investment Management Services** and constitutes an offer by this company to enter into a contract as described herein.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT) LEGAL NAME OF FIRM

AUTHORIZED SIGNATURE DATE

TITLE TELEPHONE NUMBER FAX NUMBER

ADDRESS OF FIRM

CITY STATE ZIP CODE

E-MAIL ADDRESS: _____

CNLV-BUSINESS LICENSE NO: _____

____ A COPY OF MY CNLV BUSINESS LICENSE IS ATTACHED

FOR INFORMATIONAL PURPOSES ONLY

Is this firm a ESB, Minority, Women or Disabled Veteran Business Enterprise?

___ No ___ Yes If YES specify ___MBE ___WBE ___DVBE ___ESB

Has this firm been certified as a ESB, Minority, Women or Disabled Veteran Business Enterprise?

___ No ___ Yes If YES specify Certifying Agency _____

Please attach a copy of your certification.

EXHIBIT "B"
FORM A
CERTIFICATE – DISCLOSURE OR OWNERSHIP/PRINCIPALS

1. DEFINITIONS

"City" means the City of North Las Vegas.

"City Council" means the governing body of the City of North Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of North Las Vegas.

"Principal" means, for each type of business organization the following: (a) sole proprietorship – the City of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. INSTRUCTIONS

The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

3. INCORPORATION

This Certificate shall be incorporated into the resulting Contract or agreement, if any, between the City and the Contracting entity. Upon execution of such Contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the Contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity		Block 2 Description
Name		RFP 2024-005 Cash and Investment Management Services
Address		
Telephone		
EIN or DUNS		

BLOCK 3	TYPE OF BUSINESS
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:	

EXHIBIT "B"
(CONTINUED)

FORM B

CERTIFICATE – DISCLOSURE OR OWNERSHIP/PRINCIPALS

CERTIFICATE-DISCLOSURE OR OWNERSHIP/PRINCIPALS (Continued)

BLOCK 4 DISCLOSURE OF OWNERSHIP AND PRINCIPALS

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 5 above. A description of such disclosure documents must be included below.

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate.

BLOCK 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Name

Date

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

EXHIBIT "C"

QUALIFICATIONS AND EXPERIENCE RESPONDENT

Name: _____

1. Respondent shall provide a brief description of the Responder's qualifications, certifications, experience, and number of years in operation.

2. Provide three (3) examples of contracts similar in size and scope that have been completed in the past five (5) years. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.

Example Contract 1:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope:

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ _____

EXHIBIT "C"
QUALIFICATIONS AND EXPERIENCE RESPONDENT
(CONTINUED)

Example Contract 2:

Company Name: _____
Company Address: _____
Point of Contact: _____ Phone Number: _____
E-Mail Address: _____

Brief Description of Contract Scope:

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ _____

Example Contract 3:

Company Name: _____
Company Address: _____
Point of Contact: _____ Phone Number: _____
E-Mail Address: _____

Brief Description of Contract Scope:

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ _____

EXHIBIT "D"
AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS' COMPENSATION UNDER NRS 616B.627 AND NRS 617.210

In the State of Nevada, County of Clark, _____, being duly sworn,
deposes and says:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of North Las Vegas will not be considered to be my employer or the employer of my employees, if any; and that the City of North Las Vegas is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

I, _____, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this _____ day of _____, 20_____

Signature _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20_____,

by _____ (name of person making statement).

Notary Signature

EXHIBIT "E"
NON-COLLUSION AFFIDAVIT



CITY OF NORTH LAS VEGAS

Non-Collusion Affidavit

State of _____ County of _____

_____ being first duly sworn deposes that:

- (1) He/She is the _____ of _____, the Firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Firm nor any of its officers, partners, City, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of North Las Vegas or any person interested in the proposed Contract or agreement; and
- (5) The Proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Firm/team or any of its agents, representatives, City, employees, or parties including this affiant.

(Signed): _____

Title: _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public

My Commission expires: _____

EXHIBIT "F"
WRITTEN CERTIFICATION



CITY OF NORTH LAS VEGAS

WRITTEN CERTIFICATION PURSUANT TO NRS 332.065(3)

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Respondent agrees and certifies that it does not currently boycott Israel and will not boycott Israel during any time in which it is entering into, or while in contract, with the City. If at any time after the signing of this certification, the Respondent decides to engage in a boycott of Israel, the Respondent must notify the City in writing.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

LEGAL NAME OF RESPONDENT

AUTHORIZED SIGNATURE

DATE

TITLE

EXHIBIT "G"
Exceptions to North Las Vegas Services Agreement



CITY OF NORTH LAS VEGAS

Please provide an explanation to any and all exceptions on terms of the North Las Vegas Services Agreement.

CASH AND INVESTMENT MANAGEMENT SERVICES AGREEMENT

This Cash and Investment Management Services Agreement (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and [insert full legal name of Provider entity], a [insert entity type and state of origin] (“Provider”).

WITNESSETH:

WHEREAS, the City requires insurance cash and investment manager services, as more particularly described in the Cash and Investment Management Services Request for Proposal, RFP 2024-005 (“RFP”), attached hereto as Exhibit A (“Services”); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

SECTION ONE SCOPE OF SERVICES

1.1. Provider shall perform the Services in accordance with the RFP terms, incorporated herein and attached as Exhibit A, Services Provider’s response to the RFP dated [insert date], incorporated herein and attached as Exhibit B, and the terms, conditions, and covenants set forth in this Agreement. Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

1.2. Provider shall, at its own expense, comply at all times with all municipal, county, state, and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

SECTION TWO TERM

2.1. This Agreement shall commence on the Effective Date and will continue to be in effect for three (3) years (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager or her designee may extend the Term for up to two (2) additional one-year periods upon written notice to the Provider.

SECTION THREE COMPENSATION

3.1. Provider will provide the Services *[at the rate of OR in the amount of]* [\$], which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Provider's prices may not be increased during the Term. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is [] (\$). The total not to exceed amount of this Agreement is [] (\$). The Provider shall submit the original invoice via email to:

AccountsPayable@CityofNorthLasVegas.com

SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES

4.1. This Agreement may be terminated, in whole or in part, with or without cause, by the City, through its City Manager or her designee, upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

SECTION SIX INDEMNIFICATION

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

SECTION SEVEN INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION

8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion. The City may require each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property to submit to a background check performed by the City's Police Department ("Background Check"), and each employee, agent, or subcontractor must satisfactorily pass the Background Check, as determined by the City in its sole discretion, before or at any time during the performance of any of the Services under this Agreement. For this Agreement the City is requiring a Level 2 Background checks including County and Nationwide History Checks, Federal fingerprinting.

SECTION NINE INSURANCE

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

9.1.4. Professional Liability (errors and omissions): Insurance appropriate to the Provider's profession with limit no less than \$2,000,000.00 per occurrence or claim, \$4,000,000.00 aggregate.

9.1.5. Cyber Liability Insurance, with limits not less than \$3,000,000 per occurrence or claim, \$6,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include,

but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

9.1.6. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

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

9.1.7.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.1.7.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.1.7.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

9.1.7.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9.1.7.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

9.1.7.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase

coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

9.1.7.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.1.7.8. Claims Made Policies: If any of the required policies provide claims-made coverage:

9.1.7.8.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

9.1.7.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

9.1.7.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

9.1.8. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9.1.9. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION TEN NOTICES

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City:	City of North Las Vegas
	Attention: Joy Yoshida
	2250 Las Vegas Blvd., North, Suite 820

North Las Vegas, NV 89030
Phone: 702-633-1745

To Provider:

[REDACTED]
Attention: [REDACTED]
[REDACTED]
[REDACTED]
Phone: [REDACTED]

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

SECTION ELEVEN SAFETY

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION TWELVE ENTIRE AGREEMENT

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

SECTION THIRTEEN MISCELLANEOUS

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

13.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a “Public Record” open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys’ fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

13.18. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

13.19. Attorneys’ Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys’ fees, as determined by the court, including without limitation, fees for the services of the City Attorney’s Office. This Section 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,
a Nevada municipal corporation

[REDACTED],
a [REDACTED]

By: _____
Pamela A. Goynes-Brown, Mayor

By: _____
Name: _____
Title: _____

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to form:

By: _____
Andy Moore, Acting City Attorney

EXHIBIT A

RFP 2024-005

Please see the attached page(s).

EXHIBIT B

Services Provider's Response to RFP

Please see attached page(s).

Mayor
Pamela A. Goynes-Brown

Council Members
Isaac E. Barron
Ruth Garcia Anderson
Scott Black
Richard J. Cherchio



City Manager
Micaela Rustia Moore

Finance Department

2250 Las Vegas Boulevard, North · Suite #820 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1745 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

July 3, 2024

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL ("RFP")
RFP 2024-005 Cash and Investment Management Services**

ADDENDUM #1

Addendum #1 Issued to replace the language in the following sections of the RFP with the following new language.

Page #14

1. **Introduction:** The City of North Las Vegas ("CNLV") is seeking Proposals from qualified Respondents for an award for cash and investment management services. The City of North Las Vegas intends to make more than one award.

Page #17

- (6) Selection of more than one Proposal which will be recommended to the City of North Las Vegas City Council.

Marie Leake
Purchasing Manager

Mayor
Pamela A. Goynes-Brown

Council Members
Isaac E. Barron
Ruth Garcia Anderson
Scott Black
Richard J. Cherchio



City Manager
Micaela Rustia Moore

Finance Department

2250 Las Vegas Boulevard, North · Suite #820 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1745 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

July 10, 2024

**CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL ("RFP")
RFP 2024-005 Cash and Investment Management Services
ADDENDUM #2**

The deadline for questions for this proposal was 12:00 p.m., July 8, 2024.

The following are the questions that were received along with the answers to those questions.

Question 1. Was reviewing the RFP for cash and investment management services for North Las Vegas, and was curious if you could share the investment policy statement? We're trying to determine which types of securities are permissible and what the asset allocation parameters are.

Answer: Attached is the City's Investment Policy.

Question 2. Would you waive the Automobile Liability requirement as we are not actively driving to accomplish the scope of services required by this RFP? We currently have \$1,000,000 combined single limit.

Answer: This is an exception to Exhibit G. You should provide this in writing as an exception to Exhibit G as per the RFP requirements.

Question 3. Our current Cyber Security Liability Insurance is an aggregate amount of \$2,000,000, which meets our current clients' needs. Could we buy the additional amount needed once we win the bid and submit at our current level?

Answer: The awarded vendor will be required to provide the required insurance requirements and certificate. No certificate of insurance is required to be provided with your proposal submission.

Question 4. Is it possible to see a copy of the current investment portfolio?

Answer: Attached is the City of North Las Vegas' Investment Inventory Report as of May 31, 2024.

Question 5. Will the City possibly be selecting more than one investment advisor?

Answer: Yes, the City anticipates selecting a lead investment manager and a separate investment manager.

Question 6. Will the lead advisor perform the Monthly Scope of Work item c.?

Answer: Yes, the lead investment manager will perform item c) in the Scope of Work as identified in the RFP.

Question 7. Does the City want two cost proposals, one for the lead manager and one for the "separate" investment manager?

Answer: Yes, a cost proposal is required for the lead investment manager, as well as for the separate investment manager.

Question 8. What is the amount the City is contemplating outsourcing to one manager if only one is selected, and how much to each manager if more than one is selected?

Answer: The City reserves the right to make allocations to and from the lead investment manager, the separate investment manager and the State of Nevada Local Government Pooled Investment Fund (LGIP) in an amount at any time throughout the term of the agreement.

Question 9. How and where would you like Exhibits A-G included in our response?

Answer: Please see required documents tab on NGEM.

Question 10. On the portal I noticed two spots to upload the Exhibits. One for Exhibits A – F and one for Exhibit G. In the RFP request document on page 18 there is a Proposal Format section with questions and sections to respond to. Would you like this section to be included with Exhibits A – F or Exhibit G? Since there are only two spots on the portal to submit documents.

Answer: All vendors have the capability to upload additional documents such as your proposal, etc.

Question 11. With respect for holidays creating 3 day weekends, may statements be due within 6 business days rather than 6 days of month end?

Answer: Yes

Question 12. In this instance, the City will have online access to our online portal; historical activity and statements are available to the City online. Please provide examples of other records which may be requested.

Answer: Historical activity and statements should be sufficient.

Question 13. We will not be working onsite. If we are onsite, we will be meeting with City employees. We are unable to authorize access to HR records. Will the City be satisfied with the oversight provided by FINRA and the SEC?

Answer: Yes, this is acceptable.

Question 14. In terms of analysis of LGIPs or other Investment Advisors, we can provide analysis of performance related to the benchmarks noted in the investment policy, based on AUM under our contract. Is this what the City is requesting?

Answer: Yes

Question 15. Trade execution is in competition with broker dealers vetted by the firm in each market segment. This is an extensive, proprietary list maintained by our advisory trading desk. Is this acceptable?

Answer: Yes, this is acceptable.

Question 16. May we use a signature medallion in lieu of notary?

Answer: *Yes, this is acceptable.*

Question 17. As a publicly traded firm, shareholder information is reported to the SEC in a lengthy filing. May we supply a link to that document in lieu of the document itself?

Answer: *Yes*

Question 18. Please supply the investment policy.

Answer: *Attached is the City's Investment Policy.*

Question 19. Please supply current holdings including cost basis.

Answer: *Attached is the City of North Las Vegas' Investment Inventory Report as of May 31, 2024.*

Question 20. Is the portfolio currently managed with discretion and by whom?

Answer: *The City of North Las Vegas maintains a conservative approach with regard to the investment of its portfolio and of course, in compliance with its Investment Policy. It's expected that the lead and the separate investment manager will meet separately with the City at least quarterly to discuss the investment strategy.*

Question 21. What is the current fee basis on an existing investment advisory contact?

Answer: *The City of North Las Vegas is not required to disclose that information.*

Question 22. Who is the current incumbent for the City of North Las Vegas?

Answer: *BNY Mellon Wealth Management, Meeder Public Funds and LGIP.*

Question 23. Can you please provide a copy of the current holdings?

Answer: *Attached is the City of North Las Vegas' Investment Inventory Report as of May 31, 2024.*

Question 24. Can the City clarify if this mandate is for operating cash for the City? Does this mandate include any other pools of assets?

Answer: *Yes, the City's operating cash is considered its pooled cash resources of generally all funds, hence a pooled investment program. This RFP consists of two*

pools of cash resources: the City's pooled cash resources of generally all funds (just over \$1 billion) and an approximate \$3.5 million pool specifically pertaining to the City's self-insured Workers' Compensation Program. Pursuant to NRS 616B.300, the City's required to maintain a deposit or security as required by the Division of Insurance of the State of Nevada Department of Business and Industry.

It's anticipated the \$1 billion in pooled cash resources will be allocated between the lead investment manager, the separate investment manager and LGIP in amounts as determined by the City. The approximate \$3.5 million pool of workers' compensation funds will be placed in its entirety with either the lead investment manager OR the separate investment manager.

Question 25. What are the fees being charged for the services provided to the City by the incumbent?

Answer: The City of North Las Vegas is not required to disclose that information.

Question 26. Does the City envision specific investment directives for each manager? If so, how does the City envision specific investment directives being split up (long-term investments, cash management, etc.)?

Answer: Yes, the City envisions specific investment directives for each manager, but that will be determined at the time of the selection of the proposal(s) and the negotiation/finalization of the agreement(s) with the respondent(s).

Question 27. What amount is this proposal for?

Answer: The City currently has two pools of cash resources: one pool is just over \$1 billion which will be allocated between the lead investment manager, separate investment manager and LGIP; the other pool of cash resources is nearly \$3.5 million and will need to be held in a segregated account and will be placed in its entirety with the lead investment manager or the other investment manager.

Question 28. Will the City provide the list of holdings for the portfolio?

Answer: Attached is the City of North Las Vegas' Investment Inventory Report as of May 31, 2024.

Question 29. Who is the current manager?

Answer: BNY Mellon Wealth Management, Meeder Public Funds and LGIP.

Question 30. If applicable, what is the current manager's fee?

Answer: The City of North Las Vegas is not required to disclose that information.

Question 31. As it relates to the Cyber Liability Insurance, can you explain what "limits not less than \$3,000,000 per occurrence or claim, \$6,000,000 aggregate" means?

Answer: \$3 million is the maximum amount an insurance carrier will pay for a single claim and \$6 million is the maximum amount it will pay during the policy period.

Question 32. If we have \$3 million total in cyber insurance coverage, does this make us ineligible?

Answer: This is an exception to Exhibit G. You should provide this in writing as an exception to Exhibit G as per the RFP requirements.

Question 33. There doesn't appear to be a spot to upload the actual RFP. Do you want that loaded with exhibits A-F?

Answer: All vendors have the capability to upload additional documents such as your proposal, etc.

Question 31. Is there a proposed mandate for the size and scope of the desired investment? How much is the city looking to invest? Do you anticipate any short term liquidity needs?

Answer: The City currently has two pools of cash resources: one pool is just over \$1 billion which will be allocated between the lead investment manager, separate investment manager and LGIP; the other pool of cash resources is nearly \$3.5 million and will need to be held in a segregated account and will be placed in its entirety with the lead investment manager or the other investment manager.

Short term liquidity needs shall be accomplished through LGIP.

Question 32. In section 4b of the RFP under 'Management Qualifications' you state the service providers past experience and performance on comparable government agreements will play a significant factor in evaluation. Is there specific experience you would like highlighted?

Answer: Yes, for example, how long have you been under contract with other specific governmental agencies, what was the duration of their portfolios, what specific investments were purchased for their portfolio, etc?



Marie Leake
Purchasing Manager

City of North Las Vegas
RFP 2024-005 Cash and Investment Management Services

Optional Pre-Proposal Meeting held on June 27, 2024 at 10:00 a.m.
via Google Meet conference call
Conference Call Attendees

City of North Las Vegas

Joy Yoshida, Senior Buyer
William Riggs, Director of Finance
Debbie Barton, City Treasurer
Belia Guzman, Buyer

Vendors

Catherine Estrada
Client Relations Associate
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P: 713-853-2342
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Kathy Stratton, CFA
Portfolio Manager
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Atlanta, GA 30339
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Amp Mar
Client Services Analyst
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RICK PHILLIPS

Senior Vice President, Chief Investment Strategist

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City of North Las Vegas Investment Policy

I Introduction and Scope

This policy applies to all financial assets of City of North Las Vegas, Nevada including those held in the public interest of the City Fiscal capacity as well as those held in trust of agency capacity for other governmental entities. These funds are accounted for in the City annual financial report.

I Investment Objectives

A. The available funds are to be invested, in accordance with all applicable state statutes, ordinances, and this investment policy, in short-term and intermediate-term fixed income instruments earning a market rate of interest without assuming undue risks to principal:

1. The primary objective of the portfolio for The City of North Las Vegas is preservation of principal. Each investment transaction shall seek first to ensure that capital losses are limited.
2. The second objective is to maintain sufficient liquidity to meet the City's operating cash requirements. Liquidity will be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets.
3. Rate of return on investment becomes a consideration only after the basic requirements of safety and liquidity have been met.

II Eligible Investment Instruments;

A. Authorized Investments

The Fiscal Officer may invest in the following for and in behalf of The City as authorized by NRS 355.170:

- 1 U.S. Treasury Bills, Notes, and Bonds the maturity date of which is not more than 10 years from the settlement date at the date of purchase.
- 2 Obligations of an agency or instrumentality of the U.S. or a corporation sponsored by the government consistent with NRS 355.170 (d), the maturity date which is not more than 10 years from the settlement date at the date of purchase.

- 3 Obligations of state and local governments, with maturities of not more than 3 years from the settlement date at the date of purchase, if consistent with NRS 355.170(j) :
 - i. The interest on the obligation is exempt from gross income for federal income tax purposes; and
 - ii. The obligation has been rated “A: or higher by one or more national recognized bond credit rating agencies
- 4 Money market mutual funds which are rated AAA or higher by one or more nationally recognized credit rating agencies or it’s equivalent and invest only in securities issued by the U.S. Government, U.S. Agencies, or repurchase agreements fully collateralized by such securities.
- 5 Insured Certificates of Deposit
- 6 A-1, P-1 Commercial Paper with a remaining term to maturity of no more than 180 days at the time of purchase.
- 7 The State of Nevada’s Local Government Investment Pool.
- 8 Repurchase agreements that are collateralized at 102 percent of the repurchase price and do not exceed 90 days maturity. Guidelines as set forth on NRS 355.170 (2) must be strictly adhered to.

B. Fixed Income Investments;

Up to 10% of the assets *may* be invested in daily Money Market Funds or appropriate short-term instruments that do not exceed a 180 day maturity. The balance of the portfolio is to be constructed with eligible investment instruments, as described under items 1-6 above with a maximum maturity of 10 years. Nothing herein is intended to limit the percentage of assets invested in a Money Market Fund to 10% of assets, when the cash needs of the trust warrant. At times when the City’s cash flow requirement requires, the percentage of assets invested in the daily Money Market may exceed 10% and may equal 100% of assets. As needed, the balance of the portfolio will be adjusted accordingly.

III Standards of Care

1. Standard of Prudence

The Standard of prudence to be used by the investment officials will be the “prudent person” standard and will be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence will be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities is carried out in accordance with the terms of this policy.

Investments will be made with judgment and care, under prevailing circumstances, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

2. Ethics and Conflicts of Interest

Officers, employees and related committee members involved in the investment process will disclose personal business activity that could conflict with proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials will also disclose any personal financial/investment positions that could be related to the performance of the investment portfolio.

IV Delegation of Authority

Authority to manage the investment program is granted to the Fiscal Officer. Responsibility for the operation of the investment program is hereby delegated to the Fiscal Officer, who will act in accordance with established written procedures and internal controls for the operation of the investment program consistent with the investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Fiscal Officer. The Fiscal Officer will be responsible for all transactions undertaken and will establish a system of controls to regulate the activities of subordinate officials.

V Safekeeping and Custody

1 Authorized Financial Dealer and Institutions

The Fiscal Officer will be responsible for analyzing and evaluating the credit worthiness, capability and reputation of all banks, brokers and dealers with which the City conducts investments transactions and the Fiscal Officer will maintain a list of such approved firms.

2 Internal Controls

The Fiscal Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure will be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognized that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

Internal Controls will address the following points:

- Control of Collusion
- Separation of transaction authority from accounting and record keeping
- Custodial Safekeeping
- Avoidance of physical-delivery securities
- Clear delegation of authority to subordinate staff members
- Written confirmation of telephone transactions for investments and wire transfers
- Development of a wire transfer agreement with the lead bank or a third party custodian.

3 Delivery vs. Payment

Securities purchased by the City will be delivered against payment and held in a custodial safekeeping account with the trust department of a bank insured by the Federal Deposit Insurance Corporation designated by the Fiscal Officer for this purpose in accordance with NRS 355.172.

Securities must be held for direct benefit of the City and may not be loaned or hypothecated by the custodian.

4 Collateralization of deposits

All City money deposited with a bank, savings and loan, savings bank or credit union including checking accounts, savings accounts, NOW accounts, nonnegotiable certificates of deposit, time deposits or similar type accounts provided by the financial institution in excess of the amount of federal insurance will be fully collateralized.

5 Depositories

The City may invest in negotiable certificates of deposit, nonnegotiable time deposits, and bankers acceptances of those banks or savings and loan insures by the Federal Deposit Insurance Corporation. City funds deposited in excess of the amount of federal insurance must be secured by collateral pledged by the bank in accordance with prevailing State statutes.

VI Reporting

The Fiscal Officer is responsible for reporting monthly status of investments as a part of the regular report required by State law. Such reports should include a complete listing of securities held. The Fiscal Officer will also maintain records, subject to audit, of all principal investment transactions including the names of all obligors, descriptions of all securities purchased and sold (including dates of issue, acquisition and maturity, coupon price yield, and gain or loss on ultimate disposition), name of the broker or dealer involved in each transaction, custodian or each security, and the disposition (sale or maturity) of each security.

VII Review and modification

The Fiscal Officer will be responsible for reviewing and recommending modification to this investment policy, subject to approval by the City Council. However, the Fiscal Officer may at any time further restrict, for investment, the types of instruments, issuers, and maturities as may be appropriate from time to time.

City of North Las Vegas
Investment Inventory Report
May 31, 2024

Maturity	Purchase	Investment		Investment	Percentage	Purchase	Face	Market	Difference	Weighted Average
<u>Date</u>	<u>Date</u>	<u>Company</u>	<u>Custodian</u>	<u>Type⁽¹⁾</u>	<u>Yield</u>	<u>Cost</u>	<u>Value</u>	<u>Value</u>	<u>Between Cost and Market Value</u>	<u>Rate of Return</u>
City of North Las Vegas (Pooled Investment Program)										
6/3/2024	5/31/2024	State Investment Fund	State of Nevada	LGIP	NLV	5.2953925%	\$ 656,198,012.48	\$ 656,198,012.48	\$ -	\$ 34,748,260.34
6/3/2024	5/31/2024	BNY Mellon	The Bank of New York Mellon	MMMF - Government	991061052	5.03%	34,987.87	34,987.87	-	1,759.89
6/3/2024	5/31/2024	Allspring Government	New York Federal Reserve Bank	MMMF - Government	VP7001218	5.240%	261,439.04	261,439.04	-	13,699.41
6/3/2024	6/3/2021	Meeder Public Funds	Principal Financial Group	Government Agency	3133EME40	0.359%	4,995,750.00	5,000,000.00	4,250.00	17,934.74
6/7/2024	6/7/2021	BNY Mellon	New York Federal Reserve Bank	Government Agency	3130AMKX9	0.400%	5,000,000.00	5,000,000.00	4,997,200.00	(2,800.00)
6/15/2024	7/13/2021	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CCG4	0.395%	5,337,387.50	5,360,000.00	5,351,048.80	13,661.30
6/15/2024	9/17/2021	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CCG4	0.396%	49,800.78	50,000.00	49,916.50	115.72
6/25/2024	2/27/2024	Meeder Public Funds	Principal Financial Group	U.S. Treasury	912797KG1	5.458%	24,568,823.25	25,000,000.00	24,919,500.00	350,676.75
7/16/2024	3/21/2024	Meeder Public Funds	Principal Financial Group	U.S. Treasury	912797KP1	5.449%	24,576,646.88	25,000,000.00	24,842,500.00	265,853.12
8/1/2024	3/26/2024	Meeder Public Funds	Principal Financial Group	U.S. Treasury	912797JU2	5.390%	9,129,805.87	9,300,000.00	9,219,927.00	90,121.13
8/20/2024	4/30/2024	Meeder Public Funds	Principal Financial Group	U.S. Treasury	912797KY2	5.476%	24,592,429.00	25,000,000.00	24,716,000.00	123,571.00
9/5/2024	9/12/2023	Meeder Public Funds	Principal Financial Group	U.S. Treasury	912797GL5	5.467%	10,439,033.55	11,000,000.00	10,850,070.00	411,036.45
9/10/2024	5/14/2024	Meeder Public Funds	Principal Financial Group	U.S. Treasury	912797LG0	5.478%	24,567,261.50	25,000,000.00	24,641,250.00	73,988.50
10/17/2024	5/29/2024	Meeder Public Funds	Principal Financial Group	U.S. Treasury	912797KU0	5.461%	11,559,488.51	11,800,000.00	11,567,776.00	8,287.49
12/15/2024	12/30/2021	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CDN8	0.983%	6,138,115.41	6,135,000.00	5,997,514.65	(140,600.76)
12/15/2024	7/20/2022	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CDN8	3.215%	246,776.56	260,000.00	254,173.40	7,396.84
1/15/2025	1/15/2021	Meeder Public Funds	Principal Financial Group	Government Agency	3133EMNF5	0.390%	9,994,000.00	10,000,000.00	9,709,600.00	(284,400.00)
1/28/2025	7/28/2021	BNY Mellon	New York Federal Reserve Bank	Government Agency	3130AN7P9	0.580%	5,310,000.00	5,310,000.00	5,150,965.50	(159,034.50)
2/27/2025	5/27/2021	BNY Mellon	New York Federal Reserve Bank	Government Agency	3130AMHQ8	0.625%	5,000,000.00	5,000,000.00	4,829,150.00	(170,850.00)
3/17/2025	7/14/2021	BNY Mellon	New York Federal Reserve Bank	Government Agency	3130ALLP7	0.650%	5,310,000.00	5,310,000.00	5,122,291.50	(187,708.50)
4/30/2025	1/11/2021	Meeder Public Funds	Principal Financial Group	U.S. Treasury	912828ZL7	0.387%	9,994,921.88	10,000,000.00	9,575,200.00	(419,721.88)
5/27/2025	5/27/2021	Meeder Public Funds	Principal Financial Group	Government Agency	31422XGW6	0.650%	10,000,000.00	10,000,000.00	9,554,800.00	(445,200.00)
9/23/2025	12/30/2020	Meeder Public Funds	Principal Financial Group	Government Agency	3137EAEX3	0.423%	9,977,500.00	10,000,000.00	9,408,600.00	(568,900.00)
12/8/2025	6/8/2023	Meeder Public Funds	Principal Financial Group	Government Agency	3133EPMB8	4.225%	10,674,801.50	10,700,000.00	10,558,118.00	(116,683.50)
1/28/2026	1/28/2021	Meeder Public Funds	Principal Financial Group	Government Agency	3130AKQX7	0.700%	10,000,000.00	10,000,000.00	9,311,800.00	(688,200.00)
2/15/2026	4/4/2023	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CGL9	3.785%	8,010,736.54	7,965,000.00	7,840,268.10	(170,468.44)
3/15/2026	3/16/2023	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CGR6	3.882%	5,384,827.14	5,275,000.00	5,247,200.75	(137,626.39)
3/15/2026	3/31/2023	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CGR6	3.925%	5,234,290.05	5,135,000.00	5,107,938.55	(126,351.50)
4/15/2026	4/17/2023	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CGV7	3.797%	5,992,031.28	6,000,000.00	5,876,280.00	(115,751.28)
4/15/2026	10/18/2023	Meeder Public Funds	Principal Financial Group	U.S. Treasury	91282CGV7	5.093%	9,689,453.10	10,000,000.00	9,793,800.00	104,346.90
4/30/2026	5/3/2023	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	9128286S4	3.848%	5,277,918.75	5,505,000.00	5,254,467.45	(23,451.30)
6/15/2026	1/5/2024	Meeder Public Funds	Principal Financial Group	U.S. Treasury	91282CHH7	4.238%	9,973,828.13	10,000,000.00	9,858,200.00	(115,628.13)
9/15/2026	9/15/2023	Meeder Public Funds	Principal Financial Group	U.S. Treasury	91282CHY0	4.674%	6,221,482.41	6,230,000.00	6,205,640.70	(15,841.71)
10/28/2026	2/10/2023	Meeder Public Funds	Principal Financial Group	Government Agency	3134GW6C5	4.292%	10,574,220.00	12,000,000.00	10,887,720.00	313,500.00
12/15/2026	12/15/2023	Meeder Public Funds	Principal Financial Group	U.S. Treasury	91282CJP7	4.433%	6,369,782.05	6,380,000.00	6,323,409.40	(46,372.65)
2/9/2027	5/17/2024	Meeder Public Funds	Principal Financial Group	Government Agency	3134H1SF1	5.586%	5,859,135.00	5,865,000.00	5,860,777.20	1,642.20
2/15/2027	6/26/2023	Meeder Public Funds	Principal Financial Group	U.S. Treasury	912828V98	4.197%	11,032,078.18	11,800,000.00	11,072,176.00	40,097.82
2/15/2027	2/15/2024	Meeder Public Funds	Principal Financial Group	U.S. Treasury	91282CKA8	4.385%	6,080,737.32	6,125,000.00	6,034,533.75	(46,203.57)
3/15/2027	3/18/2024	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CKE0	4.498%	6,583,425.62	6,629,000.00	6,552,368.76	(31,056.86)
5/15/2027	5/15/2024	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CKR1	4.652%	5,387,176.56	5,410,000.00	5,384,627.10	(2,549.46)
5/25/2027	5/25/2022	Meeder Public Funds	Principal Financial Group	Government Agency	3134GXTS3	3.750%	10,000,000.00	10,000,000.00	9,900,800.00	(99,200.00)
6/2/2027	1/30/2024	Meeder Public Funds	Principal Financial Group	Government Agency	3130AJNG0	4.208%	9,406,648.80	10,440,000.00	9,338,475.60	(68,173.20)
8/31/2027	5/5/2023	Meeder Public Funds	Principal Financial Group	U.S. Treasury	91282CFH9	3.337%	10,113,539.09	10,200,000.00	9,737,022.00	(376,517.09)
10/31/2027	1/19/2024	Meeder Public Funds	Principal Financial Group	U.S. Treasury	91282CFU0	4.100%	10,008,203.13	10,000,000.00	9,841,000.00	(167,203.13)
1/27/2028	1/27/2021	Meeder Public Funds	Principal Financial Group	Government Agency	3130AKT48	0.900%	10,000,000.00	10,000,000.00	8,820,300.00	(1,179,700.00)
1/8/2029	1/8/2024	Meeder Public Funds	Principal Financial Group	Government Agency	31424WEM0	4.023%	9,989,900.00	10,000,000.00	9,783,700.00	(206,200.00)
3/12/2029	3/26/2024	Meeder Public Funds	Principal Financial Group	Government Agency	3133EP5J0	4.280%	9,931,400.00	10,000,000.00	9,836,300.00	(95,100.00)
2/24/2031	2/24/2021	Meeder Public Funds	Principal Financial Group	Government Agency	3130AL5D2	1.229%	9,996,400.00	10,000,000.00	8,053,900.00	(1,942,500.00)
							\$ 1,071,074,194.73	\$ 1,077,678,439.39	\$ 1,064,732,746.10	\$ (6,341,448.63)
										\$ 50,013,966.83

**City of North Las Vegas
Investment Inventory Report
May 31, 2024**

<u>Maturity Date</u>	<u>Purchase Date</u>	<u>Investment Company</u>	<u>Custodian</u>	<u>Investment Type⁽¹⁾</u>	<u>Reference No.</u>	<u>Percentage Yield</u>	<u>Purchase Cost</u>	<u>Face Value</u>	<u>Market Value</u>	<u>Between Cost and Market Value</u>	<u>Weighted Average Rate of Return</u>
<u>Workers' Compensation (Fund 711)</u>											
6/3/2024	5/31/2024	BNY Mellon	The Bank of New York Mellon	MMMF - Government	991061052	5.03%	273,348.91	273,348.91	273,348.91	-	13,749.45
6/3/2024	6/3/2021	BNY Mellon	New York Federal Reserve Bank	Government Agency	3133EME40	0.330%	109,906.50	110,000.00	110,000.00	93.50	362.69
6/7/2024	6/7/2021	BNY Mellon	New York Federal Reserve Bank	Government Agency	3130AMKX9	0.400%	110,000.00	110,000.00	109,938.40	(61.60)	440.00
6/15/2024	7/13/2021	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CCG4	0.250%	189,198.44	190,000.00	189,682.70	484.26	473.00
7/15/2024	7/15/2021	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CCL3	0.380%	139,943.75	140,000.00	139,190.80	(752.95)	531.79
10/15/2024	11/3/2021	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CDB4	0.640%	114,586.72	115,000.00	113,028.90	(1,557.82)	733.36
12/15/2024	12/30/2021	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CDN8	1.020%	190,096.48	190,000.00	185,742.10	(4,354.38)	1,938.98
1/28/2025	1/28/2022	BNY Mellon	New York Federal Reserve Bank	Government Agency	3130AQJM6	1.280%	115,000.00	115,000.00	112,044.50	(2,955.50)	1,472.00
1/28/2025	7/28/2021	BNY Mellon	New York Federal Reserve Bank	Government Agency	3130AN7P9	0.600%	40,000.00	40,000.00	38,802.00	(1,198.00)	240.00
2/27/2025	5/27/2021	BNY Mellon	New York Federal Reserve Bank	Government Agency	3130AMHQ8	0.650%	110,000.00	110,000.00	106,241.30	(3,758.70)	715.00
3/24/2025	3/24/2022	BNY Mellon	New York Federal Reserve Bank	Government Agency	3134GXMN1	2.110%	135,000.00	135,000.00	131,531.85	(3,468.15)	2,848.50
3/28/2025	3/28/2022	BNY Mellon	New York Federal Reserve Bank	Government Agency	3130ARDS7	2.260%	75,000.00	75,000.00	73,117.50	(1,882.50)	1,695.00
4/28/2025	4/28/2022	BNY Mellon	New York Federal Reserve Bank	Government Agency	3130ARL66	3.190%	65,000.00	65,000.00	63,702.60	(1,297.40)	2,073.50
4/29/2025	4/29/2022	BNY Mellon	New York Federal Reserve Bank	Government Agency	3130ARR60	3.160%	70,000.00	70,000.00	68,614.00	(1,386.00)	2,212.00
5/15/2025	12/16/2022	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CEQ0	2.810%	252,179.69	260,000.00	254,129.20	1,949.51	7,086.25
5/28/2025	7/31/2022	BNY Mellon	New York Federal Reserve Bank	Government Agency	3134GVB31	0.790%	50,000.00	50,000.00	47,815.50	(2,184.50)	395.00
8/12/2025	5/1/2021	BNY Mellon	New York Federal Reserve Bank	Government Agency	3134GWND4	0.630%	50,000.00	50,000.00	47,388.00	(2,612.00)	315.00
8/15/2025	12/16/2022	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CFE6	3.200%	254,210.94	260,000.00	254,017.40	(193.54)	8,134.75
11/15/2025	11/15/2022	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CFW6	4.540%	241,584.37	240,000.00	238,161.60	(3,422.77)	10,967.93
1/15/2026	1/17/2023	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CGE5	3.940%	24,953.13	25,000.00	24,567.50	(385.63)	983.15
2/15/2026	4/4/2023	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CGL9	4.06%	201,148.44	200,000.00	196,868.00	(4,280.44)	8,166.63
3/15/2026	3/31/2023	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CGR6	4.650%	183,480.47	180,000.00	179,051.40	(4,429.07)	8,531.84
4/15/2026	4/17/2023	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CGV7	3.830%	179,760.93	180,000.00	176,288.40	(3,472.53)	6,884.84
4/30/2026	5/3/2023	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	9128286S4	2.490%	186,956.25	195,000.00	186,125.55	(830.70)	4,655.21
9/15/2026	9/15/2023	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CHY0	4.640%	129,822.27	130,000.00	129,491.70	(330.57)	6,023.75
10/15/2026	10/16/2023	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CJC6	4.640%	109,604.69	110,000.00	109,605.10	0.41	5,085.66
12/15/2026	12/15/2023	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CJP7	4.420%	204,671.68	205,000.00	203,181.65	(1,490.03)	9,046.49
1/15/2027	1/16/2024	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CJT9	4.070%	109,750.78	110,000.00	108,036.50	(1,714.28)	4,466.86
2/9/2027	5/17/2024	BNY Mellon	New York Federal Reserve Bank	Government Agency	3134H1SF1	5.550%	74,925.00	75,000.00	74,946.00	21.00	4,158.34
2/15/2027	2/15/2024	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CKA8	4.190%	188,626.95	190,000.00	187,193.70	(1,433.25)	7,903.47
3/15/2027	3/18/2024	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CKE0	4.300%	74,484.38	75,000.00	74,133.00	(351.38)	3,202.83
5/15/2027	5/15/2024	BNY Mellon	New York Federal Reserve Bank	U.S. Treasury	91282CKR1	4.520%	189,198.44	190,000.00	189,108.90	(89.54)	8,551.77
							<u>\$ 4,442,439.21</u>	<u>\$ 4,463,348.91</u>	<u>\$ 4,395,094.66</u>	<u>\$ (41,956.91)</u>	<u>\$ 71,856.42</u>

⁽¹⁾ MMMF - Treasury = Money market mutual fund consisting of Treasury securities

MMMF - Government = Money market mutual fund consisting of government agency securities

MMA - Public funds money market account

Mayor
Pamela A. Goynes-Brown

Council Members
Isaac E. Barron
Ruth Garcia Anderson
Scott Black
Richard J. Cherchio



City Manager
Micaela Rustia Moore

Finance Department

2250 Las Vegas Boulevard, North · Suite #820 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1745 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

July 10, 2024

CITY OF NORTH LAS VEGAS
REQUEST FOR PROPOSAL (“RFP”)
RFP 2024-005 Cash and Investment Management Services
ADDENDUM #3

Addendum #3 Issued to extend the proposal deadline.

Proposals will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnv.com until **July 18, 2024 at 1:00 P.M.** local time (“Proposal Due Date”). **A Proposal opening will be held on a conference call via Google Meet, Telephone# 260-338-9211, Meeting Pin# 950 455 826# on the RFP Due Date.**

Marie Leake
Purchasing Manager

EXHIBIT B

Services Provider's Response to RFP

Please see attached page(s).



RFP 2024-005 Addendum 3

Meeder Public Funds

Supplier Response

Event Information

Number: RFP 2024-005 Addendum 3
Title: Cash and Investment Management Services
Type: Request for Proposal
Issue Date: 6/20/2024
Deadline: 7/18/2024 01:00 PM (PT)
Notes: The City of North Las Vegas ("CNLV") is seeking Proposals from qualified Respondents for an award for cash and investment management services

Contact Information

Contact: Joy Yoshida
Address: 2250 Las Vegas Blvd. Suite 820
North Las Vegas, NV 89030
Phone: 1 (702) 6331745
Email: yoshidaj@cityofnorthlasvegas.com

Meeder Public Funds Information

Address: 6125 Memorial Drive
Dublin, OH 43017
Phone: (614) 766-7000

By submitting your response, you certify that you are authorized to represent and bind your company.

Jason Headings

Signature

Submitted at 7/18/2024 11:33:56 AM (PT)

jheadings@meederinvestment.com

Email

Requested Attachments

Required Documents

Exhibits A - F Meeder Public Funds.pdf

Exhibits A, B, C, D, E and F, must be submitted as part of your proposal response.

Required Documents

Exhibit G Meeder Public Funds.pdf

Exhibit G must be submitted as part of your response. Any and all exceptions to CNLV service agreement must be noted in your response. All redlines to Exhibit G must be submitted as part of your response. No redlines will be accepted after proposal submission.

Response Attachments

Additional Attachments Meeder Public Funds.pdf

Please find attached a copy of our Privacy Policy and ADV Part 2 A and B.

City of North Las Vegas RFP Meeder Public Funds.pdf

Please find attached Meeder Public Funds response to the City of North Las Vegas RFP.

Bid Attributes

1

Acknowledgment of Addendum #1

I acknowledge receipt of Addendum #1

☒ Acknowledgment of Receipt of Addendum #1

2

Acknowledgment of Addendum #2

I acknowledge receipt of Addendum #2

☒ Acknowledgment of Receipt of Addendum #2

3

Acknowledgment of Addendum #3

I acknowledge receipt of Addendum #3

☒ Acknowledgment of Addendum #3

City of North Las Vegas, NV

RFP 2024-005 Cash and Investment
Management Services

JULY 18, 2024



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Cover Letter



To the City of North Las Vegas,

We are pleased to submit our proposal for Cash and Investment Management Services to the City of North Las Vegas. With over 30 years of experience managing the investment portfolios of public entities on a fiduciary basis and the continued dedication to use our resources to provide exemplary service to our clients, Meeder is uniquely positioned to continue helping the City establish a financial foundation on which it can continue to thrive going into the future. Meeder is committed to helping the City achieve its objective of maximizing income, while focusing on the preservation of principal, maintenance of liquidity, and complying with Nevada Revised Statute and the City's investment policy.

We currently manage the investment portfolios for more than 400 public entity clients as of 12/31/2023 and are committed to executing all items outlined in the Scope of Services.

At Meeder, we pride ourselves on living up to a simple mantra that we want all of our clients to experience throughout our relationship: **With you. For you.**

EXPERIENCE

Meeder brings a unique combination of advisory and investment expertise to the table for our clients. Our team includes 7 individuals that have been in your shoes, serving in your roles at public entities, including positions at the state, county, and city levels. That experience, combined with a team of Portfolio Managers that average more than 18 years of fixed income experience makes Meeder uniquely qualified to help your team navigate through all situations the City may face.

HOLISTIC APPROACH

We will work with the City to take a holistic approach to the investment of your funds, focusing on your entire financial picture. We will review your cash flow and offer recommendations on all aspects of your treasury management process. This is the difference between a true advisor and a manager who simply manages a portion of City funds.

TRUSTED ADVISORS

Our goal truly is to be viewed as your trusted advisor. We are here for you in all aspects of your treasury management program, not just the investment of your funds. Lean on our team and experience for any questions that may arise. If we don't have an answer, odds are that one of our clients has experienced something similar and we can get you the assistance you need, no matter the topic.

Meeder respectfully requests that the client information on pages 13 - 15 of this response be excluded from any public information request relating to this RFP on the basis that it constitutes a trade secret.

We look forward to your review of our credentials and hope to continue our long-term relationship with the City of North Las Vegas, where we are confident we could continue to add significant value to the City's investment program.

Respectfully,



A handwritten signature in black ink, appearing to read "J. Click".

JASON CLICK, CFP®
PRESIDENT

614.760.2120

jclick@meederinvestment.com

Contents



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STATEMENT OF QUALIFICATIONS; RELEVANT EXPERIENCE	14
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MEEDER PUBLIC FUNDS

10655 Park Run Drive, Suite 120, Las Vegas, NV 89144

1.866.633.3371 | meederpublicfunds.com



Introduction/ Executive Summary



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Introduction/Executive Summary

Provide an overview of the services being sought and proposed scope of services.

WHY MEEDER PUBLIC FUNDS

30⁺

Advising public entities for over 30 years.



Experienced management of operating and project funds. Among the largest managers of public funds in the United States.

\$150B⁺

Meeder Public Funds has assets under advisement of over \$150 billion.*



History of investing public funds in Nevada.



Works with over 400 public entities.



Offices:

- » Las Vegas, Nevada
- » Columbus, Ohio
- » Austin, Texas
- » Lansing, Michigan
- » Long Beach, California
- » Salt Lake City, Utah



Customized solutions for cities, states, counties, townships, libraries, schools, higher education, and special districts.

*Assets Under Advisement consist of \$54.5 billion of regulatory assets under management and \$100.6 billion of non-discretionary assets as to which we provide strategic advice or consultation.

Introduction/Executive Summary

We provide the following services to public entities:

INVESTMENT POLICY REVIEW

The Investment Policy would be reviewed to ensure it is in line with state law.



CASH FLOW ANALYSIS/MODELING

Throughout the year we will help monitor your cash flows to determine the proper amount to have invested compared to liquid in cash.



INVESTMENT STRATEGY

You will have access to your professional investment team that will strategically formulate a custom investment plan to meet your needs as well as the ever-changing interest rate environment.



EXECUTION OF TRADES

We utilize our purchasing power and expansive broker network to ensure best price execution.



MONTHLY REPORTING AND REVIEW

We provide consolidated reporting of your assets, including transactions summaries, monthly and quarterly reports, and custom reports for your board, council, or commissioners to keep everyone up to speed on changes in the portfolio and economy. Additionally, we will provide you with annual GASB reporting to aid you with your year-end processes.



COMPLIANCE MONITORING

We have a best-in-class compliance monitoring system. This allows us to build rules for your investment policy, state law, and any additional restrictions placed on the portfolio, allowing us to run both pre- and post-trade compliance monitoring.



CREDIT RESEARCH

Our in-house research team monitors corporate issuers in the marketplace, determining our approved issuer list and keeping you apprised of any changes.



BANKING AND CUSTODY

In the event you would look to establish a new banking or custody relationship, we are here to provide assistance through the process. May have an additional cost.





Respondent Profile



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Respondent Profile

Provide a narrative description of the Respondent itself, including the following: Respondent's business identification information, including name, business address, telephone number, website address, and federal taxpayer identification number or federal employer identification number; A primary contact for the Respondent, including name, job title, address, telephone and fax numbers, and email address; A description of Respondent's business background, including, if not an individual, Respondent's business organization (corporation, partnership, LLC, for profit or not for profit, etc.), whether registered to do business in North Las Vegas and/or Nevada, country and state of business formation, number of years in business, primary mission of business, significant business experience, whether registered as a minority-, woman-, or disabled-owned business or as a disadvantaged business and with which certifying agency, and any other information about Respondent's business organization that Respondent deems pertinent to this RFP.

Meeder Public Funds, Inc. ("Meeder") is a registered investment adviser whose sole focus is providing investment consulting and advisory services to state and local governments. The firm was formed in 1990 and has offices in Las Vegas, Nevada, Columbus, Ohio; Long Beach, California; Austin, Texas; Salt Lake City, Utah; and Lansing, Michigan. As of 12/31/23, Meeder Public Funds had assets under advisement of \$155.1 billion for public entities. Assets Under Advisement consist of \$54.5 billion of regulatory assets under management and \$100.6 billion of non-discretionary assets as to which we provide strategic advice or consultation. Meeder Public Funds is a privately-owned financial services corporation. Meeder Public Funds Inc. has been in business since 1990 and is registered to do business in the State of Nevada and the City of North Las Vegas.

HEADQUARTERS ADDRESS

6125 Memorial Drive, Dublin, OH 43017

LOCAL ADDRESS

10655 Park Run Drive, Suite 120, Las Vegas, NV 89144

TELEPHONE NUMBER

614.766.7000

WEBSITE

meederpublicfunds.com

TAX-ID

34 - 1700641

PRIMARY CONTACT

RICK PHILLIPS, CCM

Sr. Vice President, Chief Investment Strategist

Address: 10655 Park Run Drive, Suite 120, Las Vegas, NV 89144

Phone: 702.575.6666

Fax: 702.575.6670

Email: rphillips@meederinvestment.com



Project Understanding



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Project Understanding

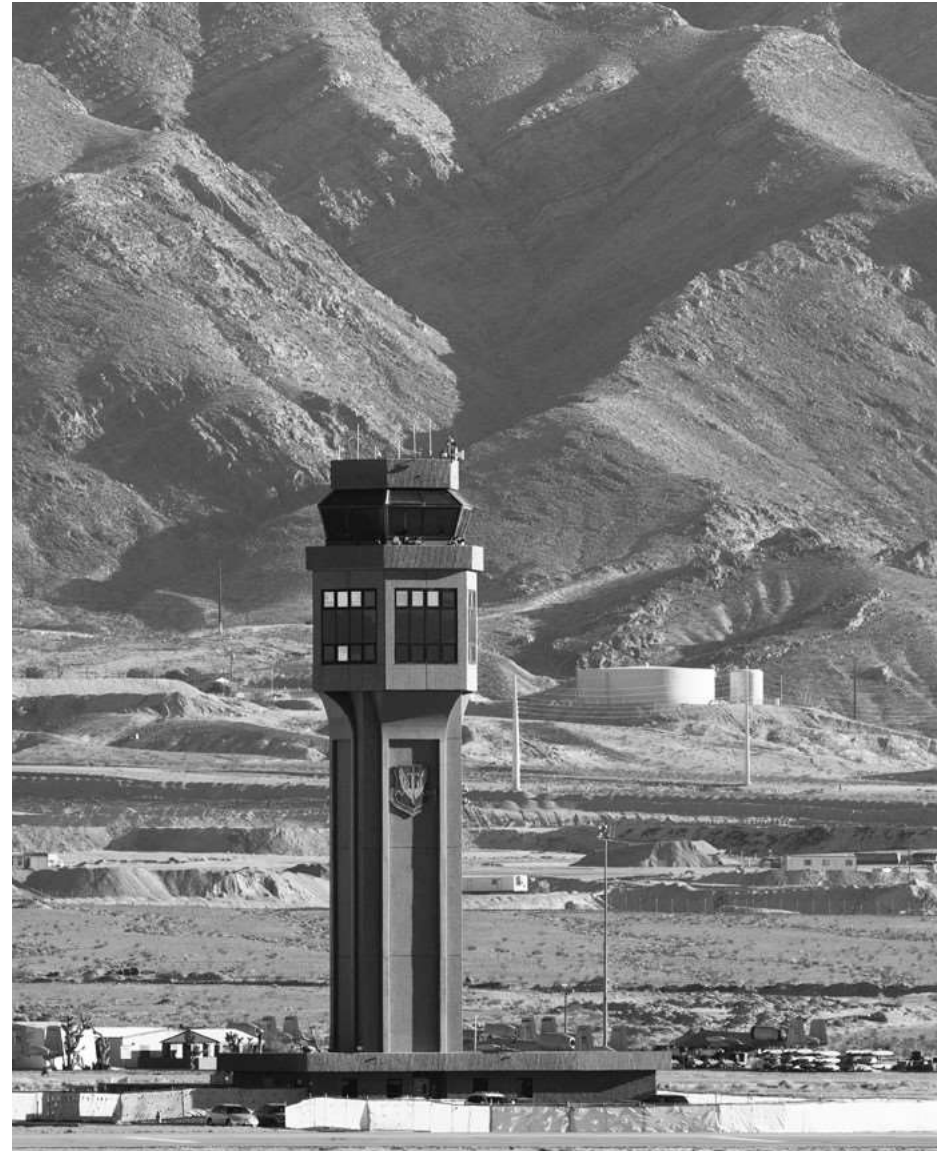
Provide a brief narrative statement that confirms Respondent's understanding of, and agreement to provide, the services and/or tangible work products necessary to achieve the objectives of the project that is the subject of this RFP. Respondent shall describe how the Respondent's business experience will benefit the project.

Meeder Public Funds has earned the trust of state and local governments for over 30 years with a steadfast focus on client goals and a consistent approach to managing client assets. We practice a consistent, highly quantitative strategy when constructing fixed income portfolios for public entities. Through detailed cash flow analysis, we help our clients construct a custom portfolio to meet the unique needs of their entity. These portfolios reflect our emphasis of safety and liquidity while attempting to maximize interest income.

We understand the complexities that public entities face when it comes to creating the optimal investment program and we believe that our decades of experience in public funds investment management makes us the optimal partner for the City. And as an SEC registered investment adviser, we will manage the City's investment portfolio in a fiduciary capacity—meaning we are required to act in YOUR best interests.

With decades of experience investing in the fixed income markets, we have been through several interest rate cycles and understand the possible effects those shifts can have on portfolios. We pride ourselves on our ability to navigate the ever-changing markets.

We have been working with the City for 4 years and will continue to perform current services and all services outlined in the RFP.





Work Plan



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Work Plan



Proposed Scope of Work, including a cost proposal and project timetable (schedule), in accordance with, “Scope of Work,” of this RFP.

STRATEGY

We practice a consistent, highly quantitative strategy for the fixed income portfolios of public entities. Through detailed cash flow analysis, we help our clients construct a custom portfolio to meet the unique needs of their entity. These portfolios reflect our emphasis on safety and liquidity while attempting to maximize investment income.

INVESTMENT POLICY REVIEW

Meeder has extensive experience drafting and revising investment policies and portfolio management guidelines for many of our public entity clients. Creating and/or reviewing investment policies is one of the first steps we take with all clients. We encourage a clear and concise investment policy that provides adequate guidance and control without undue administrative burden. At least annually, Meeder will review the Investment Policy of the City’s and recommend any changes.

DAILY TRANSACTIONS

Confirmations on all activity within the City’s portfolio will be shared. Transaction Summaries will be sent to the staff intra month upon activity. In addition, Meeder would recommend monthly calls with the City and this information would be detailed.

AVAILABILITY

The City will be assigned a primary relationship manager, advisor support, and individuals from our investment team. When your primary relationship manager is unavailable, we will have someone available to answer any questions the City may have. If someone at the City calls and leaves a message we can guarantee that someone at Meeder will be able to respond within 24 hours.

MONTHLY REPORT

Our goal is to provide timely and accurate reporting and work to provide a report within 3 business days at the beginning of each month. The monthly report you will receive provides an inventory of current holdings, including security description, cost basis, book value, market value and yield to maturity, along with the current month’s activity including purchases, sales and income received. In addition, our statements will also have a projected cash flow schedule on all securities along with amortization and accrual schedules, and a summary detailing key portfolio characteristics and attributes.

MONTHLY MEETINGS

Meeder recommends and will commit to quarterly meetings, with regularly scheduled monthly calls to discuss changes to the interest rate environment and any changes that may be taking place with the City’s portfolio. Frequency and timing of meetings and calls can be adjusted at the City’s discretion.

QUARTERLY REPORT

We provide our clients with customized quarterly investment review presentations describing key updates to Federal Reserve policy, economic conditions, and other significant market factors that affect their investment portfolios. These investment reviews also include high level statistics and charts describing the asset composition and maturity distribution of each portfolio we manage for the client.

SEPARATE INVESTMENT MANAGER REPORTING

Meeder currently provides a comprehensive report for the portion of the City’s portfolio we manage, the portion BNYM manages, and Nevada LGIP. If selected, we will continue to provide a comprehensive report for all components of the City’s investment program.

Work Plan



GENERAL REPORTING

Meeder will utilize Clearwater Analytics for investment program reporting, for both Meeder's portfolio and the separate investment manager. Clearwater Analytics is considered by many to be the best in class when it comes to investment reporting and analytics. The City will have daily access to Clearwater to monitor holdings, transactions, and other metrics for both Meeder's portfolio and the separate investment manager's portfolio.

BROKER-DEALER DUE DILIGENCE

Meeder performs due diligence on all broker-dealers approved to conduct business with our trading desk on behalf of our clients. We trade with a vast array of primary and regional broker-dealers nationwide to ensure access to all of the City's eligible investment options at the most competitive pricing.

AD-HOC

Meeder has and will continue to provide ad hoc services requested by the City's Director of Finance and staff. Our firm's experiences with many custodians, the Nevada legislature, and rating agencies will benefit the City's investment program.

COMMUNICATION

We pride ourselves on our proactive approach to communicating with our clients. We know you and your staff wear many hats in your roles at the City, and it is our job to be your eyes and ears, watching the portfolio for opportunities and making you aware of changes in the economy, markets, or on the legislative front.

FEE

Meeder's Investment Management Fee Schedule:

ASSETS UNDER MANAGEMENT	ANNUAL ADVISORY FEE
\$0–\$100 million	.05%
\$100–\$250 million	.04%
Over \$250 million	.03%

Separate Investment Manager Reporting Fee (Scope of Work 2.c): 0.004%

PROJECT TIMETABLE

Since we are the City's current investment advisor, upon award of contract we will be able to seamlessly continue current work schedule with no disruption of service.



Statement of Qualifications; Relevant Experience



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Statement of Qualifications; Relevant Experience



Provide a statement of qualifications and capability to perform the services sought by this RFP, including a description of relevant experience with projects that are similar in nature, size and scope to that which is the subject of this RFP. If any minimum qualifications for performance are stated in this RFP, Respondent must include a statement confirming that Respondent meets such minimum requirements.

As mentioned above, Meeder performs all the items listed in the RFP's Scope of Work. Meeder Public Funds works with many other local governments in the Silver State.

RELEVANT EXPERIENCE

Meeder Public Funds provides discretionary investment management, review and revisions to investment policies, reconciliation of investment transactions and holdings, communication of transaction information to clients (including trade rationale), monitoring of trade settlement, credit analysis, monthly reporting of Meeder managed accounts, comprehensive reporting which includes aggregation of other investment managers' data, meetings with clients' internal staff and governing bodies, and legislative interaction. Meeder performs some or all of the mentioned services for our clients in the list below.

Besides the City of North Las Vegas, we provide similar investment management services to the following Nevada entities:

- | | | |
|-----------------------------------|---|---|
| » Carson City | » Elko County | » Las Vegas Valley Water District |
| » Clark County | » Eureka County | » Minden-Gardnerville Sanitation District |
| » Clark County School Admin | » Eureka County School District | » State of Nevada LGIP |
| » Clark County School District | » County of Lander | » Southern Nevada Water Authority |
| » Clark Metro OPEB | » Lyon County | » Washoe County |
| » Clark County Water Rec District | » City of Las Vegas | |
| » Douglas County | » Las Vegas Convention & Visitors Authority | |



Sample Report

Sample Report

Investment Report

As of January 31, 2024



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Contribution/Withdrawals and Expenses	14
Amortization Schedule	15
Accrued Interest Schedule	20
Interest Earnings by Fund	25

Portfolio Summary

3.79

Average Yield

2.96

Weighted Average Maturity (Years)

2.19

Portfolio Effective Duration (Years)

2.40

Weighted Average Life (Years)

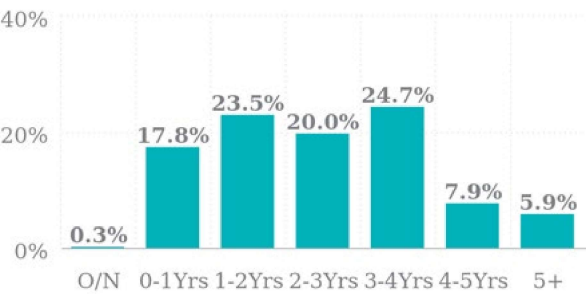
AA-

Average Credit Rating

Portfolio Position

Par Value	\$55,622,580
Principal Cost	\$54,040,539
Book Value	\$54,500,922
Market Value	\$53,751,118
Unrealized Gain/Loss	(\$749,804)
Accrued Interest	\$264,583

Maturity Distribution



Sector Allocation



U.S. Treasuries	38.28%
U.S. Agencies	28.22%
Corporate Bonds	13.07%
Negotiable CD's	9.55%
MBS	5.89%
Commercial Paper	4.41%
Money Market Funds	0.31%
U.S. Agency CMO	0.27%
Bank Deposits	0.00%

Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
MEEDER INVESTMENT MANAGEMENT						
Bank Deposits	1	307.96	307.96	0.00	0.00	1
Money Market Funds	1	166,117.04	166,117.04	0.31	5.22	1
U.S. Agencies	29	15,815,000.00	15,141,025.38	28.22	4.28	983
U.S. Agency CMO	1	146,455.45	149,311.29	0.27	0.72	1,292
MBS	9	3,539,699.32	3,618,848.22	5.89	1.18	5,019
Negotiable CD's	22	5,262,000.00	5,258,734.88	9.55	2.03	534
Commercial Paper	4	2,418,000.00	2,370,598.44	4.41	5.63	131
Corporate Bonds	10	7,125,000.00	7,061,559.11	13.07	4.77	489
U.S. Treasuries	42	21,150,000.00	20,734,419.57	38.28	3.71	1,001
TOTAL	119	55,622,579.77	54,500,921.89	100.00	3.79	1,081
GRAND TOTAL	119	55,622,579.77	54,500,921.89	100.00	3.79	1,081



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
MEEDER INVEST- MENT MANAGEMENT												
BANK DEPOSITS												
CCYUSD	Cash	01/31/2024 01/31/2024	307.96	307.96 0.00	307.96	0.00		1	1.00 307.96	0.00 307.96	0.00	Aaa AAA
BANK DEPOSITS TOTAL			307.96	307.96 0.00	307.96	0.00		1	1.00 307.96	0.00 307.96	0.00	Aaa AAA
MONEY MARKET FUNDS												
31846V567	FIRST AMER:GVT OBLG;Z	01/31/2024 01/31/2024	166,117.04	166,117.04 0.00	166,117.04	5.22		1	1.00 166,117.04	0.00 166,117.04	0.31	Aaa AAA
MONEY MARKET FUNDS TOTAL			166,117.04	166,117.04 0.00	166,117.04	5.22		1	1.00 166,117.04	0.00 166,117.04	0.31	Aaa AAA
U.S. AGENCIES												
3130AQT37	FHLBANKS 1.500 02/28/25	07/27/2023 07/28/2023	500,000.00	472,522.00 0.00	472,522.00	5.15	02/28/2025	394	96.66 483,312.50	1,867.23 481,445.27	0.90	Aaa AA+
3130AS3S6	FHLBANKS 3.000 05/23/25	05/26/2022 05/26/2022	250,000.00	250,000.00 0.00	250,000.00	3.00	05/23/2025	478	98.05 245,126.75	(4,873.25) 250,000.00	0.46	Aaa AA+
3130AS2Q1	FHLBANKS 3.150 05/23/25	05/23/2022 05/23/2022	500,000.00	500,000.00 0.00	500,000.00	3.15	05/23/2025	478	98.24 491,196.50	(8,803.50) 500,000.00	0.91	Aaa AA+
3130AMSB9	FHLBANKS 0.700 06/16/25 '24	11/18/2022 11/21/2022	500,000.00	451,925.00 0.00	451,925.00	4.70	06/16/2025	502	94.90 474,503.50	99.22 474,404.28	0.88	Aaa AA+
3130ASLD9	FHLBANKS 3.650 07/21/25	11/18/2022 11/21/2022	480,000.00	467,284.80 0.00	467,284.80	4.71	07/21/2025	537	98.88 474,612.96	1,595.90 473,017.06	0.88	Aaa AA+
3130APP41	FHLBANKS 1.125 08/22/25 '24	11/18/2022 11/21/2022	500,000.00	454,725.00 0.00	454,725.00	4.66	08/22/2025	569	95.00 475,005.00	517.10 474,487.90	0.88	Aaa AA+
3130AK6H4	FHLBANKS 0.500 09/22/25 '24	11/18/2022 11/21/2022	500,000.00	444,635.00 0.00	444,635.00	4.70	09/22/2025	600	93.77 468,836.00	754.80 468,081.20	0.87	Aaa AA+
3133ENCD0	FEDERAL FARM 1.040 10/27/25 '24	11/18/2022 11/21/2022	800,000.00	720,288.00 0.00	720,288.00	4.71	10/27/2025	635	94.33 754,648.00	1,703.31 752,944.69	1.40	Aaa AA+
3133ENEG1	FEDERAL FARM 1.050 11/17/25	11/22/2022 11/23/2022	920,000.00	835,709.60 0.00	835,709.60	4.36	11/17/2025	656	94.24 866,982.24	(2,412.62) 869,394.86	1.61	Aaa AA+
3130ALEM2	FHLBANKS 0.790 02/25/26 '24	04/04/2023 04/05/2023	200,000.00	182,274.00 0.00	182,274.00	4.07	02/25/2026	756	93.01 186,025.00	(1,325.54) 187,350.54	0.35	Aaa AA+
3130ALFS8	FHLBANKS 0.800 03/10/26 '24	04/04/2023 04/05/2023	175,000.00	159,402.25 0.00	159,402.25	4.05	03/10/2026	769	92.96 162,682.62	(1,132.43) 163,815.06	0.30	Aaa AA+
3135GOK36	FANNIE MAE 2.125 04/24/26	11/22/2022 11/23/2022	800,000.00	745,632.80 0.00	745,632.80	4.28	04/24/2026	814	95.64 765,133.60	522.34 764,611.26	1.42	Aaa AA+
3133XG6E9	FHLBANKS 5.750 06/12/26	04/13/2023 04/14/2023	500,000.00	527,685.00 0.00	527,685.00	3.87	06/12/2026	863	103.49 517,458.50	(3,185.51) 520,644.01	0.96	Aaa AA+
3130ANB66	FHLBANKS 1.000 07/29/26 '24	11/22/2022 11/23/2022	935,000.00	832,961.58 0.00	832,961.58	4.58	07/29/2026	910	93.46 873,873.44	7,834.72 866,038.72	1.63	Aaa AA+
3130ANFW5	FHLBANKS 1.000 08/19/26 '24	03/07/2023 03/09/2023	425,000.00	376,788.00 0.00	376,788.00	4.78	08/19/2026	931	92.54 393,297.55	3,854.38 389,443.17	0.73	Aaa AA+



Position Statement

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3135G0Q22	FANNIE MAE 1.875 09/24/26	11/22/2022 11/23/2022	800,000.00	734,183.20 0.00	734,183.20	4.22	09/24/2026	967	94.49 755,936.80	1,285.61 754,651.19	1.41	Aaa AA+
3133EMES7	FEDERAL FARM 0.720 10/27/26 '24	03/07/2023 03/08/2023	500,000.00	433,395.00 0.00	433,395.00	4.75	10/27/2026	1,000	91.05 455,230.00	5,258.87 449,971.13	0.85	Aaa AA+
3133EMES7	FEDERAL FARM 0.720 10/27/26 '24	03/07/2023 03/08/2023	145,000.00	125,010.01 0.00	125,010.01	4.90	10/27/2026	1,000	91.05 132,016.70	2,031.74 129,984.96	0.25	Aaa AA+
3130AQR8	FHLBANKS 2.600 02/18/27	03/29/2023 03/31/2023	750,000.00	697,245.00 0.00	697,245.00	4.27	02/18/2027	1,114	95.08 713,094.00	4,385.36 708,708.64	1.33	Aaa AA+
3133ELNZ3	FEDERAL FARM 1.850 02/25/27 '24	11/10/2022 11/14/2022	500,000.00	450,565.00 0.00	450,565.00	4.40	02/25/2027	1,121	93.41 467,069.00	2,379.71 464,689.29	0.87	Aaa AA+
3130ART35	FHLBANKS 3.100 05/10/27 '24	05/10/2022 05/10/2022	500,000.00	495,875.00 0.00	495,875.00	3.28	05/10/2027	1,195	97.03 485,160.50	(12,142.21) 497,302.71	0.90	Aaa AA+
3130AMG55	FHLBANKS 1.375 05/27/27	07/27/2023 07/28/2023	750,000.00	667,575.00 0.00	667,575.00	4.53	05/27/2027	1,212	91.73 687,972.75	9,270.38 678,702.38	1.28	Aaa AA+
742651DZ2	PEFCO 3.900 10/15/27	04/27/2023 05/03/2023	190,000.00	190,304.00 0.00	190,304.00	3.86	10/15/2027	1,353	98.44 187,041.32	(3,210.52) 190,251.84	0.35	Aaa
742651DZ2	PEFCO 3.900 10/15/27	04/28/2023 05/03/2023	185,000.00	184,704.00 0.00	184,704.00	3.94	10/15/2027	1,353	98.44 182,119.18	(2,635.45) 184,754.63	0.34	Aaa
3130ATUS4	FHLBANKS 4.250 12/10/27	01/04/2023 01/05/2023	750,000.00	759,817.50 0.00	759,817.50	3.95	12/10/2027	1,409	101.07 757,997.25	322.05 757,675.20	1.41	Aaa AA+
3130AMZY1	FHLBANKS 1.750 12/29/27	05/10/2023 05/11/2023	800,000.00	729,320.00 0.00	729,320.00	3.69	12/29/2027	1,428	92.10 736,833.60	(3,626.64) 740,460.24	1.37	Aaa AA+
3133EN5N6	FEDERAL FARM 4.000 01/06/28	01/17/2023 01/19/2023	650,000.00	658,996.00 0.00	658,996.00	3.69	01/06/2028	1,436	100.15 650,965.90	(6,146.64) 657,112.54	1.21	Aaa AA+
880591EZ1	TVA 3.875 03/15/28	09/21/2023 09/22/2023	560,000.00	540,249.36 421.94	540,671.30	4.76	03/15/2028	1,505	99.46 556,964.24	15,110.22 541,854.02	1.04	Aaa AA+
3133EPF91	FEDERAL FARM 4.500 11/27/28	11/22/2023 11/27/2023	750,000.00	749,197.50 0.00	749,197.50	4.52	11/27/2028	1,762	102.48 768,636.75	19,408.15 749,228.60	1.43	Aaa AA+
U.S. AGENCIES TOTAL			15,815,000.00	14,838,269.60 421.94	14,838,691.54	4.29		984	96.04 15,169,732.16	28,706.78 15,141,025.38	28.22	Aaa AA+
U.S. AGENCY CMO												
3137BQ5B9	FH-4590A-AK	06/25/2021 06/25/2021	146,455.45	153,778.23 0.00	153,778.23	0.72	08/15/2027	1,292	98.12 143,702.03	(5,609.26) 149,311.29	0.27	Aaa AA+
U.S. AGENCY CMO TOTAL			146,455.45	153,778.23 0.00	153,778.23	0.72		1,292	98.12 143,702.03	(5,609.26) 149,311.29	0.27	Aaa AA+
MBS												
31418DS86	FN MA4142	09/14/2020 09/17/2020	629,380.64	654,162.50 0.00	654,162.50	1.48	08/01/2035	4,200	91.69 577,071.20	(70,336.59) 647,407.79	1.07	Aaa AA+
3133VYR66	FH RF5009	09/09/2020 09/17/2020	359,868.83	374,038.66 0.00	374,038.66	1.18	08/01/2035	4,200	90.32 325,034.06	(45,771.78) 370,805.84	0.60	Aaa AA+
3133G95X3	FH QN3562	09/09/2020 09/17/2020	474,312.17	496,990.24 0.00	496,990.24	1.00	09/01/2035	4,231	90.60 429,718.17	(61,689.77) 491,407.94	0.80	Aaa AA+
3140KNPB8	FN BQ3117	09/22/2020 09/25/2020	316,135.08	323,939.57 0.00	323,939.57	0.99	10/01/2035	4,261	87.99 278,159.28	(43,957.95) 322,117.23	0.52	Aaa AA+



Position Statement

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3140KNM70	FN BQ3081	09/16/2020 09/21/2020	249,646.98	255,654.10 0.00	255,654.10	1.00	10/01/2035	4,261	87.98 219,650.05	(34,597.89) 254,247.93	0.41	Aaa AA+
31418DTL6	FN MA4154	09/16/2020 09/21/2020	303,190.72	310,391.40 0.00	310,391.40	1.01	10/01/2035	4,261	88.17 267,318.49	(41,406.09) 308,724.59	0.50	Aaa AA+
3132D56D9	FH SB8068	09/09/2020 09/17/2020	555,505.10	569,045.54 0.00	569,045.54	0.99	10/01/2035	4,261	88.17 489,797.27	(76,106.09) 565,903.36	0.91	Aaa AA+
3137BRXU4	FH-4617B-LC	10/07/2020 10/07/2020	262,837.99	275,076.38 0.00	275,076.38	0.86	06/15/2041	6,345	90.18 237,015.47	(35,681.55) 272,697.02	0.44	Aaa AA+
3137H5VB0	FH-5189H-PD	01/31/2022 01/31/2022	388,821.82	385,298.12 0.00	385,298.12	1.78	09/25/2051	10,099	87.79 341,331.04	(44,205.47) 385,536.51	0.64	Aaa AA+
MBS TOTAL			3,539,699.32	3,644,596.50 0.00	3,644,596.50	1.18		5,025	89.44 3,165,095.04	(453,753.18) 3,618,848.22	5.89	Aaa AA+
NEGOTIABLE CD'S												
69506YTU3	Banc of California 3.15 02/05/2024	07/27/2022 08/03/2022	245,000.00	244,877.50 0.00	244,877.50	3.14	02/05/2024	5	99.97 244,932.14	(66.99) 244,999.12	0.46	NA
70962LAG7	Pentagon Federal Credit Union 0.4 03/01/2024	08/24/2021 09/02/2021	248,000.00	247,628.00 0.00	247,628.00	0.46	03/01/2024	30	99.60 247,016.93	(971.35) 247,988.27	0.46	NA
05580AZD9	BMW BANK 0.450 03/26/24	04/21/2021 04/23/2021	245,000.00	245,245.00 0.00	245,245.00	0.42	03/26/2024	55	99.32 243,325.18	(1,687.18) 245,012.36	0.45	Aa3 A
026511AA3	AMERICAN HERIT 1.050 04/08/24	10/27/2020 10/29/2020	249,000.00	254,102.01 0.00	254,102.01	0.45	04/08/2024	68	99.26 247,151.42	(2,120.09) 249,271.51	0.46	NA
39573LBD9	GREENSTATE CREDI 0.450 04/16/24	04/05/2021 04/16/2021	240,000.00	239,520.00 0.00	239,520.00	0.51	04/16/2024	76	99.05 237,716.64	(2,250.84) 239,967.48	0.44	NA
15118RUV7	CELTIC BANK 1.400 04/17/24	04/07/2020 04/17/2020	240,000.00	240,000.00 0.00	240,000.00	1.39	04/17/2024	77	99.24 238,164.96	(1,835.04) 240,000.00	0.44	NA
319267JD3	FIRST BANK RCHMD 0.400 07/22/24	07/22/2021 07/26/2021	250,000.00	249,975.00 0.00	249,975.00	0.40	07/22/2024	173	97.89 244,726.25	(5,269.83) 249,996.08	0.46	NA
61760AS75	MORGAN PVT BNK 2.200 08/08/24	08/27/2019 08/29/2019	205,000.00	206,025.00 0.00	206,025.00	2.09	08/08/2024	190	98.60 202,124.06	(2,983.09) 205,107.15	0.38	Aa3 A+
32100LCB9	FIRST MO ST BK 1.850 09/13/24	09/06/2019 09/13/2019	240,000.00	240,000.00 0.00	240,000.00	1.84	09/13/2024	226	98.18 235,638.72	(4,361.28) 240,000.00	0.44	NA
62384RAQ9	MOUNTAIN AMERICA 4.750 10/15/24	10/03/2022 10/14/2022	240,000.00	239,760.00 0.00	239,760.00	4.73	10/15/2024	258	99.96 239,896.32	(20.67) 239,916.99	0.45	NA
90348J3E8	UBS USA 3.000 11/12/24	05/05/2022 05/11/2022	245,000.00	244,632.50 0.00	244,632.50	3.04	11/12/2024	286	98.65 241,694.70	(3,191.70) 244,886.40	0.45	NA A+
02589ACP5	AM EX BK 3.100 05/12/25	05/04/2022 05/11/2022	245,000.00	244,510.00 0.00	244,510.00	3.15	05/12/2025	467	98.09 240,328.83	(4,464.34) 244,793.17	0.45	Aa3
88241THU7	TEXAS EXCHANGE 1.000 06/19/25 '23	06/11/2020 06/24/2020	240,000.00	239,640.00 0.00	239,640.00	1.03	06/19/2025	505	95.20 228,471.84	(11,429.23) 239,901.07	0.43	NA
89235MJS1	TOYOTA FINL SVGS 0.800 06/30/25	07/01/2020 07/06/2020	245,000.00	246,200.50 0.00	246,200.50	0.70	06/30/2025	516	94.83 232,328.60	(13,010.17) 245,338.77	0.43	NA A-1+
05600XCP3	BMO BNK 1.000 04/13/26 '23	04/21/2021 04/23/2021	180,000.00	179,911.80 0.00	179,911.80	1.01	04/13/2026	803	92.97 167,346.90	(12,614.19) 179,961.09	0.31	A1 A+
066519QV4	BANKUNIT 0.950 04/14/26 '24	04/21/2021 04/23/2021	240,000.00	239,400.00 0.00	239,400.00	1.00	04/14/2026	804	92.87 222,880.80	(16,854.33) 239,735.13	0.41	A3



Position Statement

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38149MWG4	GOLDMAN BANK USA 1.000 05/19/26 '23	05/20/2021 05/24/2021	240,000.00	239,868.00 0.00	239,868.00	1.01	05/19/2026	839	92.73 222,562.56	(17,376.83) 239,939.39	0.41	A1 A+
07371CE88	BEAL BNK US 1.900 02/17/27	02/09/2022 02/23/2022	245,000.00	244,419.35 0.00	244,419.35	1.93	02/17/2027	1,113	93.76 229,719.10	(14,928.83) 244,647.94	0.43	NA
32022RSG3	1ST FINANCAL BNK 3.300 08/02/27	07/27/2022 08/01/2022	245,000.00	244,020.00 0.00	244,020.00	3.38	08/02/2027	1,279	97.58 239,074.92	(5,241.43) 244,316.35	0.44	NA
307811EM7	FARMERS & MERCH 3.200 08/05/27	07/29/2022 08/05/2022	245,000.00	244,142.50 0.00	244,142.50	3.26	08/05/2027	1,282	97.25 238,257.60	(6,143.13) 244,400.73	0.44	NA
46593LQP7	JP MORGAN CHASE 4.700 10/12/27 '24	10/06/2022 10/12/2022	245,000.00	244,020.00 0.00	244,020.00	4.77	10/12/2027	1,350	99.59 243,999.42	(278.95) 244,278.37	0.45	Aa1 A+
538036XU3	LIVE OAK BANKING 4.700 10/21/27 '23	10/05/2022 10/21/2022	245,000.00	244,020.00 0.00	244,020.00	4.74	10/21/2027	1,359	99.58 243,971.24	(306.26) 244,277.50	0.45	NA
NEGOTIABLE CD'S TOTAL			5,262,000.00	5,261,917.16 0.00	5,261,917.16	2.05		529	97.58 5,131,329.14	(127,405.75) 5,258,734.88	9.55	A+
COMMERCIAL PAPER												
46640PC43	J.P. Morgan Securities LLC 0.0 03/04/2024	06/08/2023 06/08/2023	400,000.00	383,800.00 0.00	383,800.00	5.59	03/04/2024	33	99.50 398,004.80	(75.20) 398,080.00	0.74	P-1 A-1
62479LDW2	MUFG BANK NY 04/30/24	08/15/2023 08/16/2023	700,000.00	671,906.67 0.00	671,906.67	5.78	04/30/2024	90	98.65 690,545.80	199.49 690,346.31	1.28	P-1 A-1
4497W0FE3	ING US FUNDING 06/14/24	09/19/2023 09/20/2023	518,000.00	496,250.91 0.00	496,250.91	5.82	06/14/2024	135	98.03 507,789.18	623.30 507,165.88	0.94	P-1 A-1
21687AJ38	COOPERATIEVE UA 09/03/24	12/06/2023 12/08/2023	800,000.00	768,380.00 0.00	768,380.00	5.41	09/03/2024	216	96.88 775,080.00	73.75 775,006.25	1.44	P-1 A-1
COMMERCIAL PAPER TOTAL			2,418,000.00	2,320,337.58 0.00	2,320,337.58	5.63		131	98.08 2,371,419.78	821.35 2,370,598.44	4.41	P-1 A-1
CORPORATE BONDS												
48133DD64	JPMORGAN LLC 3.100 03/24/24 MTN	03/23/2022 03/24/2022	1,000,000.00	1,000,000.00 0.00	1,000,000.00	3.10	03/24/2024	53	99.61 996,118.00	(3,882.00) 1,000,000.00	1.85	A1 A-
17330AWR9	CITI GLB MARKET 3.000 03/28/24 MTN	03/24/2022 03/28/2022	1,000,000.00	999,000.00 0.00	999,000.00	3.05	03/28/2024	57	99.23 992,253.00	(7,670.81) 999,923.81	1.85	A2 A
04685A2X8	ATHENE GLOBAL FUND- ING 6.05484 05/24/2024	04/04/2022 04/06/2022	300,000.00	296,490.00 0.00	296,490.00	6.63	05/24/2024	114	100.00 299,993.70	501.55 299,492.15	0.56	A1 A+
04685A2X8	ATHENE GLOBAL FUND- ING 6.05484 05/24/2024	05/27/2021 06/01/2021	750,000.00	751,570.66 0.00	751,570.66	6.00	05/24/2024	114	100.00 749,984.25	(178.13) 750,162.38	1.40	A1 A+
38150AJT3	GOLDMAN SACHS 1.500 12/13/24 '24 MTN	11/30/2021 12/13/2021	500,000.00	500,000.00 0.00	500,000.00	1.50	12/13/2024	317	96.63 483,132.00	(16,868.00) 500,000.00	0.90	A2 BBB+
17290A6S4	CITIGROUP INC 6.2046 02/25/2025	02/17/2022 02/25/2022	250,000.00	250,000.00 0.00	250,000.00	6.20	02/25/2025	391	99.55 248,879.00	(1,121.00) 250,000.00	0.46	A3
36143L2K0	GA GLOBAL FUNDING TRUST 6.68026 04/11/2025	05/11/2022 05/13/2022	1,000,000.00	999,400.00 0.00	999,400.00	6.79	04/11/2025	436	99.50 995,045.00	(4,710.16) 999,755.16	1.85	A2 A-
89788MAF9	TRUIST FINANCIAL CORP 5.74637 06/09/2025	08/24/2022 08/26/2022	750,000.00	733,297.50 0.00	733,297.50	6.67	06/09/2025	495	99.18 743,840.25	1,929.50 741,910.75	1.38	A3 A-
06048WM72	BOFAML 1.200 07/30/26 '24 MTN	06/23/2023 06/27/2023	675,000.00	595,687.50 0.00	595,687.50	5.36	07/30/2026	911	89.96 607,218.52	(4,079.47) 611,297.99	1.13	A1 A-



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
742651EA6	PEFCO 4.300 12/15/28	01/29/2024 01/30/2024	900,000.00	909,027.00 0.00	909,027.00	4.07	12/15/2028	1,780	101.24 911,194.20	2,177.34 909,016.86	1.70	Aaa
CORPORATE BONDS TOTAL			7,125,000.00	7,034,472.66 0.00	7,034,472.66	4.78		492	98.72 7,027,657.92	(33,901.18) 7,061,559.11	13.07	A-
U.S. TREASURIES												
9128286Z8	US TREASURY 1.750 06/30/24	06/21/2021 06/22/2021	250,000.00	259,648.44 0.00	259,648.44	0.46	06/30/2024	151	98.59 246,484.38	(4,825.37) 251,309.74	0.46	Aaa AA+
912828YM6	US TREASURY 1.500 10/31/24	07/13/2021 07/14/2021	300,000.00	309,761.72 0.00	309,761.72	0.50	10/31/2024	274	97.50 292,500.00	(9,709.74) 302,209.74	0.54	Aaa AA+
9128283V0	US TREASURY 2.500 01/31/25	04/06/2022 04/07/2022	500,000.00	497,187.50 0.00	497,187.50	2.71	01/31/2025	366	97.81 489,062.50	(9,941.80) 499,004.30	0.91	Aaa AA+
912828J27	US TREASURY 2.000 02/15/25	02/04/2022 02/07/2022	250,000.00	253,320.31 0.00	253,320.31	1.55	02/15/2025	381	97.22 243,046.88	(8,092.89) 251,139.76	0.45	Aaa AA+
91282CGU9	US TREASURY 3.875 03/31/25	07/06/2023 07/07/2023	775,000.00	757,653.32 0.00	757,653.32	5.24	03/31/2025	425	99.16 768,460.94	5,061.87 763,399.07	1.43	Aaa AA+
91282CEH0	US TREASURY 2.625 04/15/25	07/27/2023 07/28/2023	575,000.00	551,842.77 0.00	551,842.77	5.10	04/15/2025	440	97.69 561,703.12	2,891.06 558,812.06	1.05	Aaa AA+
9128284M9	US TREASURY 2.875 04/30/25	08/31/2023 09/01/2023	290,000.00	280,019.92 0.00	280,019.92	5.05	04/30/2025	455	97.94 284,018.75	1,470.98 282,547.77	0.53	Aaa AA+
9128284M9	US TREASURY 2.875 04/30/25	04/06/2022 04/07/2022	500,000.00	502,167.97 0.00	502,167.97	2.73	04/30/2025	455	97.94 489,687.50	(11,191.30) 500,878.80	0.91	Aaa AA+
91282CHN4	US TREASURY 4.750 07/31/25	08/15/2023 08/16/2023	700,000.00	697,429.69 0.00	697,429.69	4.95	07/31/2025	547	100.47 703,281.25	5,241.29 698,039.96	1.31	Aaa AA+
9128284Z0	US TREASURY 2.750 08/31/25	06/29/2023 06/30/2023	350,000.00	335,261.72 0.00	335,261.72	4.81	08/31/2025	578	97.52 341,304.69	2,015.00 339,289.69	0.63	Aaa AA+
9128284Z0	US TREASURY 2.750 08/31/25	04/06/2022 04/07/2022	350,000.00	350,136.72 0.00	350,136.72	2.74	08/31/2025	578	97.52 341,304.69	(8,758.78) 350,063.47	0.63	Aaa AA+
9128285T3	US TREASURY 2.625 12/31/25	06/29/2023 06/30/2023	200,000.00	190,460.94 0.00	190,460.94	4.67	12/31/2025	700	97.03 194,062.50	1,341.76 192,720.74	0.36	Aaa AA+
9128285T3	US TREASURY 2.625 12/31/25	11/18/2022 11/21/2022	550,000.00	524,046.88 0.00	524,046.88	4.26	12/31/2025	700	97.03 533,671.88	(400.79) 534,072.67	0.99	Aaa AA+
9128286A3	US TREASURY 2.625 01/31/26	06/29/2023 06/30/2023	200,000.00	190,328.12 0.00	190,328.12	4.63	01/31/2026	731	96.98 193,968.75	1,424.37 192,544.38	0.36	Aaa AA+
9128286A3	US TREASURY 2.625 01/31/26	11/18/2022 11/21/2022	550,000.00	523,359.38 0.00	523,359.38	4.26	01/31/2026	731	96.98 533,414.06	35.99 533,378.07	0.99	Aaa AA+
912828P46	US TREASURY 1.625 02/15/26	06/29/2023 06/30/2023	200,000.00	185,328.13 0.00	185,328.13	4.62	02/15/2026	746	94.97 189,937.50	1,299.81 188,637.69	0.35	Aaa AA+
912828P46	US TREASURY 1.625 02/15/26	12/30/2021 12/31/2021	500,000.00	508,925.78 0.00	508,925.78	1.18	02/15/2026	746	94.97 474,843.75	(29,565.87) 504,409.62	0.88	Aaa AA+
9128286L9	US TREASURY 2.250 03/31/26	11/18/2022 11/21/2022	550,000.00	516,656.25 0.00	516,656.25	4.20	03/31/2026	790	96.06 528,343.75	(250.05) 528,593.80	0.98	Aaa AA+
91282CHB0	US TREASURY 3.625 05/15/26	05/24/2023 05/25/2023	775,000.00	765,615.23 0.00	765,615.23	4.06	05/15/2026	835	98.89 766,402.34	(1,397.20) 767,799.54	1.43	Aaa AA+
9128286X3	US TREASURY 2.125 05/31/26	11/22/2022 11/23/2022	800,000.00	746,781.25 0.00	746,781.25	4.18	05/31/2026	851	95.59 764,750.00	(74.31) 764,824.31	1.42	Aaa AA+



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
91282CCJ8	US TREASURY 0.875 06/30/26	08/26/2021 08/27/2021	400,000.00	400,906.25 0.00	400,906.25	0.83	06/30/2026	881	92.72 370,875.00	(29,575.82) 400,450.82	0.69	Aaa AA+
912828YD6	US TREASURY 1.375 08/31/26	05/15/2023 05/16/2023	450,000.00	418,710.94 0.00	418,710.94	3.63	08/31/2026	943	93.44 420,468.75	(5,050.94) 425,519.69	0.78	Aaa AA+
912828YD6	US TREASURY 1.375 08/31/26	03/07/2023 03/08/2023	315,000.00	283,721.48 0.00	283,721.48	4.49	08/31/2026	943	93.44 294,328.12	2,473.74 291,854.39	0.55	Aaa AA+
912828YD6	US TREASURY 1.375 08/31/26	09/24/2021 09/28/2021	100,000.00	102,011.72 0.00	102,011.72	0.96	08/31/2026	943	93.44 93,437.50	(7,614.13) 101,051.63	0.17	Aaa AA+
91282CDQ1	US TREASURY 1.250 12/31/26	05/15/2023 05/16/2023	300,000.00	276,375.00 0.00	276,375.00	3.58	12/31/2026	1,065	92.52 277,546.88	(3,496.11) 281,042.99	0.52	Aaa AA+
91282CDQ1	US TREASURY 1.250 12/31/26	12/30/2021 12/31/2021	500,000.00	499,746.09 0.00	499,746.09	1.26	12/31/2026	1,065	92.52 462,578.12	(37,274.00) 499,852.13	0.86	Aaa AA+
912828Z78	US TREASURY 1.500 01/31/27	05/31/2023 06/01/2023	695,000.00	636,766.60 0.00	636,766.60	3.98	01/31/2027	1,096	93.00 646,350.00	(1,099.24) 647,449.24	1.20	Aaa AA+
91282CEF4	US TREASURY 2.500 03/31/27	05/15/2023 05/16/2023	200,000.00	192,382.81 0.00	192,382.81	3.56	03/31/2027	1,155	95.64 191,281.25	(2,510.96) 193,792.21	0.36	Aaa AA+
91282CEF4	US TREASURY 2.500 03/31/27	04/27/2023 04/28/2023	590,000.00	564,648.44 0.00	564,648.44	3.69	03/31/2027	1,155	95.64 564,279.69	(5,318.85) 569,598.54	1.05	Aaa AA+
91282CEN7	US TREASURY 2.750 04/30/27	05/15/2023 05/16/2023	200,000.00	194,039.06 0.00	194,039.06	3.56	04/30/2027	1,185	96.27 192,531.25	(2,587.87) 195,119.12	0.36	Aaa AA+
91282CEN7	US TREASURY 2.750 04/30/27	04/27/2023 04/28/2023	590,000.00	569,741.80 0.00	569,741.80	3.68	04/30/2027	1,185	96.27 567,967.19	(5,649.13) 573,616.32	1.06	Aaa AA+
91282CEW7	US TREASURY 3.250 06/30/27	11/16/2022 11/17/2022	750,000.00	729,228.52 0.00	729,228.52	3.91	06/30/2027	1,246	97.75 733,125.00	(1,545.72) 734,670.72	1.36	Aaa AA+
91282CFB2	US TREASURY 2.750 07/31/27	08/31/2023 09/01/2023	750,000.00	706,054.69 0.00	706,054.69	4.39	07/31/2027	1,277	96.06 720,468.75	9,681.49 710,787.26	1.34	Aaa AA+
91282CFH9	US TREASURY 3.125 08/31/27	01/19/2023 01/20/2023	460,000.00	452,507.03 0.00	452,507.03	3.51	08/31/2027	1,308	97.22 447,206.25	(6,981.70) 454,187.95	0.83	Aaa AA+
91282CFM8	US TREASURY 4.125 09/30/27	11/16/2022 11/17/2022	750,000.00	758,027.34 0.00	758,027.34	3.88	09/30/2027	1,338	100.59 754,453.12	(1,579.79) 756,032.91	1.40	Aaa AA+
91282CFU0	US TREASURY 4.125 10/31/27	02/28/2023 02/28/2023	530,000.00	526,190.63 0.00	526,190.63	4.30	10/31/2027	1,369	100.61 533,229.69	6,284.33 526,945.36	0.99	Aaa AA+
91282CFZ9	US TREASURY 3.875 11/30/27	01/04/2023 01/05/2023	765,000.00	765,806.84 0.00	765,806.84	3.85	11/30/2027	1,399	99.75 763,087.50	(2,542.29) 765,629.79	1.42	Aaa AA+
91282CGC9	US TREASURY 3.875 12/31/27	02/06/2023 02/07/2023	800,000.00	802,124.98 0.00	802,124.98	3.81	12/31/2027	1,430	99.78 798,250.00	(3,447.37) 801,697.37	1.49	Aaa AA+
91282CGH8	US TREASURY 3.500 01/31/28	02/06/2023 02/07/2023	800,000.00	789,406.25 0.00	789,406.25	3.79	01/31/2028	1,461	98.44 787,500.00	(4,001.72) 791,501.72	1.47	Aaa AA+
9128284N7	US TREASURY 2.875 05/15/28	05/15/2023 05/16/2023	800,000.00	777,312.50 0.00	777,312.50	3.50	05/15/2028	1,566	95.94 767,500.00	(13,065.99) 780,565.99	1.43	Aaa AA+
91282CJA0	US TREASURY 4.625 09/30/28	10/24/2023 10/25/2023	440,000.00	436,476.56 1,390.03	437,866.59	4.81	09/30/2028	1,704	103.08 453,543.75	16,871.77 436,671.98	0.84	Aaa AA+
91282CJR3	US TREASURY 3.750 12/31/28	01/11/2024 01/12/2024	800,000.00	792,625.00 989.01	793,614.01	3.96	12/31/2028	1,796	99.44 795,500.00	2,793.73 792,706.27	1.48	Aaa AA+
U.S. TREASURIES TOTAL			21,150,000.00	20,620,742.57 2,379.04	20,623,121.61	3.73		1,002	97.34 20,575,757.03	(158,662.54) 20,734,419.57	38.28	Aaa AA+

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
MEEDER INVESTMENT MANAGEMENT TOTAL			55,622,579.77	54,040,539.30 2,800.98	54,043,340.28	3.79		1,081	96.45 53,751,118.10	(749,803.79) 54,500,921.89	100.00	AA
GRAND TOTAL			55,622,579.77	54,040,539.30 2,800.98	54,043,340.28	3.79		1,081	96.45 53,751,118.10	(749,803.79) 54,500,921.89	100.00	AA

Transaction Statement

MEEDER INVESTMENT MANAGEMENT									
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	PURCHASED INTEREST	TOTAL	PURCHASE YIELD
BUY									
	01/11/2024	01/12/2024	91282CJR3	US TREASURY 3.750 12/31/28	800,000.00	792,625.00	989.01	(793,614.01)	3.96
	01/29/2024	01/30/2024	742651EA6	PEFCO 4.300 12/15/28	900,000.00	909,027.00	0.00	(909,027.00)	4.07
BUY TOTAL					1,700,000.00	1,701,652.00	989.01	(1,702,641.01)	4.01
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE		TOTAL	NET REALIZED GAIN/LOSS
MATURITY									
	01/08/2024	01/08/2024	04685A2T7	ATHENE GLOBAL 6.398 01/08/24 FRN MAT	(500,000.00)	500,000.00		500,000.00	0.00
	01/11/2024	01/11/2024	89236THV0	TOYOTA MOTOR CREDIT CORP 5.69106 01/11/2024	(275,000.00)	275,000.00		275,000.00	0.00
	01/20/2024	01/20/2024	17329UP96	CITIGROUP GLOBAL MARKETS HOLDINGS INC 1.0 01/20/2024	(500,000.00)	500,000.00		500,000.00	0.00
MATURITY TOTAL					(1,275,000.00)	1,275,000.00		1,275,000.00	0.00
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE		TOTAL	NET REALIZED GAIN/LOSS
PRINCIPAL PAYDOWN									
	01/16/2024	01/16/2024	3137BQ5B9	FH-4590A-AK	(3,711.11)	3,787.17		3,711.11	0.00
	01/16/2024	01/16/2024	3137BRXU4	FH-4617B-LC	(3,306.80)	3,431.60		3,306.80	0.00
	01/25/2024	01/25/2024	3132D56D9	FH SB8068	(5,464.73)	5,567.80		5,464.73	0.00
	01/25/2024	01/25/2024	3140KNPB8	FN BQ3117	(2,683.33)	2,734.50		2,683.33	0.00
	01/25/2024	01/25/2024	31418DTL6	FN MA4154	(2,682.72)	2,732.06		2,682.72	0.00
	01/25/2024	01/25/2024	31418DS86	FN MA4142	(6,707.03)	6,900.94		6,707.03	0.00
	01/25/2024	01/25/2024	3133G95X3	FH QN3562	(11,557.91)	11,977.92		11,557.91	0.00
	01/25/2024	01/25/2024	3133VYR66	FH RF5009	(2,218.05)	2,285.96		2,218.05	0.00
	01/25/2024	01/25/2024	3137H5VB0	FH-5189H-PD	(6,918.20)	6,859.57		6,918.21	0.00

Transaction Statement

01/25/2024	01/25/2024	3140KNM70	FN BQ3081	(2,053.44)	2,091.58	2,053.44	0.00
PRINCIPAL PAYDOWN				(47,303.32)	48,369.09	47,303.33	0.00
TOTAL							

Contribution/Withdrawals and Expenses



No activity during current period

Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
MEEDER INVESTMENT MANAGEMENT									
32022RSG3	1ST FINANCAL BNK 3.300 08/02/27	245,000.00	244,020.00	(980.00)	244,299.77	16.58	244,316.35	296.35	(683.65)
02589ACP5	AM EX BK 3.100 05/12/25	245,000.00	244,510.00	(490.00)	244,779.41	13.76	244,793.17	283.17	(206.83)
02651AA3	AMERICAN HERIT 1.050 04/08/24	249,000.00	254,102.01	5,102.01	249,397.14	(125.63)	249,271.51	(4,830.50)	271.51
04685A2T7	ATHENE GLOBAL 6.398 01/08/24 FRN MAT	500,000.00	494,040.00	(5,960.00)	499,926.29	73.71	0.00	5,960.00	0.00
04685A2X8	ATHENE GLOBAL FUNDING 6.05484 05/24/2024	750,000.00	751,570.66	1,570.66	750,206.93	(44.55)	750,162.38	(1,408.28)	162.38
04685A2X8	ATHENE GLOBAL FUNDING 6.05484 05/24/2024	300,000.00	296,490.00	(3,510.00)	299,352.83	139.32	299,492.15	3,002.15	(507.85)
066519QV4	BANKUNIT 0.950 04/14/26 '24	240,000.00	239,400.00	(600.00)	239,724.90	10.23	239,735.13	335.13	(264.87)
07371CE88	BEAL BNK US 1.900 02/17/27	245,000.00	244,419.35	(580.65)	244,638.12	9.81	244,647.94	228.59	(352.06)
05600XCP3	BMO BNK 1.000 04/13/26 '23	180,000.00	179,911.80	(88.20)	179,959.59	1.50	179,961.09	49.29	(38.91)
05580AZD9	BMW BANK 0.450 03/26/24	245,000.00	245,245.00	245.00	245,019.46	(710)	245,012.36	(232.64)	12.36
06048WM72	BOFAML 1.200 07/30/26 '24 MTN	675,000.00	595,687.50	(79,312.50)	609,127.92	2,170.07	611,297.99	15,610.49	(63,702.01)
69506YTU3	Banc of California 3.15 02/05/2024	245,000.00	244,877.50	(122.50)	244,992.32	6.81	244,999.12	121.62	(0.88)
15118RUV7	CELTIC BANK 1.400 04/17/24	240,000.00	240,000.00	0.00	240,000.00	0.00	240,000.00	0.00	0.00
17330AWR9	CITI GLB MARKET 3.000 03/28/24 MTN	1,000,000.00	999,000.00	(1,000.00)	999,881.63	42.18	999,923.81	923.81	(76.19)
17329UP96	CITIGROUP GLOBAL MARKETS HOLDINGS INC 1.0 01/20/2024	500,000.00	499,500.00	(500.00)	499,987.02	12.98	0.00	500.00	0.00
17290A6S4	CITIGROUP INC 6.2046 02/25/2025	250,000.00	250,000.00	0.00	250,000.00	0.00	250,000.00	0.00	0.00
21687AJ38	COOPERATIEVE UA 09/03/24	800,000.00	768,380.00	(31,620.00)	771,402.50	3,603.75	775,006.25	6,626.25	(24,993.75)
3135GOQ22	FANNIE MAE 1.875 09/24/26	800,000.00	734,183.20	(65,816.80)	753,195.90	1,455.29	754,651.19	20,467.99	(45,348.81)
3135GOK36	FANNIE MAE 2.125 04/24/26	800,000.00	745,632.80	(54,367.20)	763,261.88	1,349.39	764,611.26	18,978.46	(35,388.74)
307811EM7	FARMERS & MERCH 3.200 08/05/27	245,000.00	244,142.50	(857.50)	244,386.23	14.50	244,400.73	258.23	(599.27)
3133EMES7	FEDERAL FARM 0.720 10/27/26 '24	500,000.00	433,395.00	(66,605.00)	448,418.68	1,552.45	449,971.13	16,576.13	(50,028.87)
3133EMES7	FEDERAL FARM 0.720 10/27/26 '24	145,000.00	125,010.01	(19,989.99)	129,519.03	465.93	129,984.96	4,974.95	(15,015.04)
3133ENCD0	FEDERAL FARM 1.040 10/27/25 '24	800,000.00	720,288.00	(79,712.00)	750,643.87	2,300.81	752,944.69	32,656.69	(47,055.31)
3133ENEG1	FEDERAL FARM 1.050 11/17/25	920,000.00	835,709.60	(84,290.40)	866,999.80	2,395.05	869,394.86	33,685.26	(50,605.14)
3133ELNZ3	FEDERAL FARM 1.850 02/25/27 '24	500,000.00	450,565.00	(49,435.00)	463,711.94	977.35	464,689.29	14,124.29	(35,310.71)
3133EN5N6	FEDERAL FARM 4.000 01/06/28	650,000.00	658,996.00	8,996.00	657,266.19	(153.65)	657,112.54	(1,883.46)	7,112.54
3133EPF91	FEDERAL FARM 4.500 11/27/28	750,000.00	749,197.50	(802.50)	749,215.02	13.58	749,228.60	31.10	(771.40)

Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
3133G95X3	FH QN3562	485,870.08	509,100.76	23,230.68	503,526.33	(140.46)	491,407.94	(5,714.90)	17,095.77
3133VYR66	FH RF5009	362,086.88	376,344.05	14,257.17	373,173.15	(81.35)	370,805.84	(3,252.25)	10,937.01
3132D56D9	FH SB8068	560,969.83	574,643.47	13,673.64	571,550.22	(79.06)	565,903.36	(3,172.31)	10,398.26
3137BQ5B9	FH-4590A-AK	150,166.56	157,674.90	7,508.34	153,244.07	(145.61)	149,311.29	(4,576.44)	2,855.84
3137BRXU4	FH-4617B-LC	266,144.79	278,537.15	12,392.36	276,189.48	(60.86)	272,697.02	(2,408.53)	9,859.03
3137H5VB0	FH-5189H-PD	395,740.02	392,153.63	(3,586.40)	392,385.97	10.11	385,536.51	242.45	(3,285.31)
3130AK6H4	FHLBANKS 0.500 09/22/25 '24	500,000.00	444,635.00	(55,365.00)	466,429.31	1,651.89	468,081.20	23,446.20	(31,918.80)
3130AMSB9	FHLBANKS 0.700 06/16/25 '24	500,000.00	451,925.00	(48,075.00)	472,820.51	1,583.77	474,404.28	22,479.28	(25,595.72)
3130ALEM2	FHLBANKS 0.790 02/25/26 '24	200,000.00	182,274.00	(17,726.00)	186,831.16	519.38	187,350.54	5,076.54	(12,649.46)
3130ALFS8	FHLBANKS 0.800 03/10/26 '24	175,000.00	159,402.25	(15,597.75)	163,363.58	451.48	163,815.06	4,412.81	(11,184.94)
3130ANB66	FHLBANKS 1.000 07/29/26 '24	935,000.00	832,961.58	(102,038.42)	863,686.90	2,351.81	866,038.72	33,077.14	(68,961.28)
3130ANFW5	FHLBANKS 1.000 08/19/26 '24	425,000.00	376,788.00	(48,212.00)	388,257.94	1,185.23	389,443.17	12,655.17	(35,556.83)
3130APP41	FHLBANKS 1.125 08/22/25 '24	500,000.00	454,725.00	(45,275.00)	473,095.51	1,392.39	474,487.90	19,762.90	(25,512.10)
3130AMG55	FHLBANKS 1.375 05/27/27	750,000.00	667,575.00	(82,425.00)	676,877.25	1,825.12	678,702.38	11,127.38	(71,297.62)
3130AQT37	FHLBANKS 1.500 02/28/25	500,000.00	472,522.00	(27,478.00)	479,981.66	1,463.60	481,445.27	8,923.27	(18,554.73)
3130AMZY1	FHLBANKS 1.750 12/29/27	800,000.00	729,320.00	(70,680.00)	739,166.80	1,293.44	740,460.24	11,140.24	(59,539.76)
3130AQPR8	FHLBANKS 2.600 02/18/27	750,000.00	697,245.00	(52,755.00)	707,558.57	1,150.07	708,708.64	11,463.64	(41,291.36)
3130AS3S6	FHLBANKS 3.000 05/23/25	250,000.00	250,000.00	0.00	250,000.00	0.00	250,000.00	0.00	0.00
3130ART35	FHLBANKS 3.100 05/10/27 '24	500,000.00	495,875.00	(4,125.00)	497,232.68	70.03	497,302.71	1,427.71	(2,697.29)
3130AS2Q1	FHLBANKS 3.150 05/23/25	500,000.00	500,000.00	0.00	500,000.00	0.00	500,000.00	0.00	0.00
3130ASLD9	FHLBANKS 3.650 07/21/25	480,000.00	467,284.80	(12,715.20)	472,613.20	403.86	473,017.06	5,732.26	(6,982.94)
3130ATUS4	FHLBANKS 4.250 12/10/27	750,000.00	759,817.50	9,817.50	757,844.19	(168.99)	757,675.20	(2,142.30)	7,675.20
3133XG6E9	FHLBANKS 5.750 06/12/26	500,000.00	527,685.00	27,685.00	521,386.42	(742.42)	520,644.01	(7,040.99)	20,644.01
319267JD3	FIRST BANK RCHMD 0.400 07/22/24	250,000.00	249,975.00	(25.00)	249,995.37	0.71	249,996.08	21.08	(3.92)
32100LCB9	FIRST MO ST BK 1.850 09/13/24	240,000.00	240,000.00	0.00	240,000.00	0.00	240,000.00	0.00	0.00
3140KNM70	FN BQ3081	251,700.42	257,756.95	6,056.54	256,375.01	(35.50)	254,247.93	(1,417.44)	4,600.96
3140KNPB8	FN BQ3117	318,818.40	326,689.14	7,870.74	324,897.88	(46.15)	322,117.23	(1,837.41)	5,982.15
31418DS86	FN MA4142	636,087.66	661,133.61	25,045.95	654,478.70	(169.96)	647,407.79	(6,824.87)	18,027.16
31418DTL6	FN MA4154	305,873.44	313,137.83	7,264.39	311,498.72	(42.08)	308,724.59	(1,681.19)	5,533.87

Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
36143L2K0	GA GLOBAL FUNDING TRUST 6.68026 04/11/2025	1,000,000.00	999,400.00	(600.00)	999,737.71	17.45	999,755.16	355.16	(244.84)
38149MWG4	GOLDMAN BANK USA 1.000 05/19/26 '23	240,000.00	239,868.00	(132.00)	239,937.15	2.24	239,939.39	71.39	(60.61)
38150AJT3	GOLDMAN SACHS 1.500 12/13/24 '24 MTN	500,000.00	500,000.00	0.00	500,000.00	0.00	500,000.00	0.00	0.00
39573LBD9	GREENSTATE CREDI 0.450 04/16/24	240,000.00	239,520.00	(480.00)	239,954.04	13.44	239,967.48	447.48	(32.52)
4497W0FE3	ING US FUNDING 06/14/24	518,000.00	496,250.91	(21,749.09)	504,659.48	2,506.40	507,165.88	10,914.97	(10,834.12)
46640PC43	J.P. Morgan Securities LLC 0.0 03/04/2024	400,000.00	383,800.00	(16,200.00)	396,220.00	1,860.00	398,080.00	14,280.00	(1,920.00)
46593LQP7	JP MORGAN CHASE 4.700 10/12/27 '24	245,000.00	244,020.00	(980.00)	244,261.79	16.58	244,278.37	258.37	(721.63)
48133DD64	JPMORGAN LLC 3.100 03/24/24 MTN	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.00	1,000,000.00	0.00	0.00
538036XU3	LIVE OAK BANKING 4.700 10/21/27 '23	245,000.00	244,020.00	(980.00)	244,261.01	16.49	244,277.50	257.50	(722.50)
61760AS75	MORGAN PVT BNK 2.200 08/08/24	205,000.00	206,025.00	1,025.00	205,124.72	(17.57)	205,107.15	(917.85)	107.15
62384RAQ9	MOUNTAIN AMERICA 4.750 10/15/24	240,000.00	239,760.00	(240.00)	239,906.97	10.01	239,916.99	156.99	(83.01)
62479LDW2	MUFG BANK NY 04/30/24	700,000.00	671,906.67	(28,093.33)	686,983.79	3,362.52	690,346.31	18,439.64	(9,653.69)
742651DZ2	PEFCO 3.900 10/15/27	190,000.00	190,304.00	304.00	190,257.62	(5.77)	190,251.84	(52.16)	251.84
742651DZ2	PEFCO 3.900 10/15/27	185,000.00	184,704.00	(296.00)	184,749.01	5.63	184,754.63	50.63	(245.37)
742651EA6	PEFCO 4.300 12/15/28	900,000.00	909,027.00	9,027.00	0.00	(10.14)	909,016.86	(10.14)	9,016.86
70962LAG7	Pentagon Federal Credit Union 0.4 03/01/2024	248,000.00	247,628.00	(372.00)	247,975.74	12.53	247,988.27	360.27	(11.73)
88241THU7	TEXAS EXCHANGE 1.000 06/19/25 '23	240,000.00	239,640.00	(360.00)	239,894.98	6.09	239,901.07	261.07	(98.93)
89235MJS1	TOYOTA FINL SVGS 0.800 06/30/25	245,000.00	246,200.50	1,200.50	245,359.16	(20.39)	245,338.77	(861.73)	338.77
89236THV0	TOYOTA MOTOR CREDIT CORP 5.69106 01/11/2024	275,000.00	275,558.25	558.25	275,005.31	(5.31)	0.00	(558.25)	0.00
89788MAF9	TRUIST FINANCIAL CORP 5.74637 06/09/2025	750,000.00	733,297.50	(16,702.50)	741,403.12	507.62	741,910.75	8,613.25	(8,089.25)
880591EZ1	TVA 3.875 03/15/28	560,000.00	540,249.36	(19,750.64)	541,480.00	374.02	541,854.02	1,604.66	(18,145.98)
90348J3E8	UBS USA 3.000 11/12/24	245,000.00	244,632.50	(367.50)	244,874.05	12.36	244,886.40	253.90	(113.60)
91282CCJ8	US TREASURY 0.875 06/30/26	400,000.00	400,906.25	906.25	400,466.70	(15.88)	400,450.82	(455.43)	450.82
91282CDQ1	US TREASURY 1.250 12/31/26	500,000.00	499,746.09	(253.91)	499,847.82	4.31	499,852.13	106.04	(147.87)
91282CDQ1	US TREASURY 1.250 12/31/26	300,000.00	276,375.00	(23,625.00)	280,490.67	552.32	281,042.99	4,667.99	(18,957.01)
912828YD6	US TREASURY 1.375 08/31/26	450,000.00	418,710.94	(31,289.06)	424,714.07	805.62	425,519.69	6,808.75	(24,480.31)
912828YD6	US TREASURY 1.375 08/31/26	315,000.00	283,721.48	(31,278.52)	291,092.69	761.69	291,854.39	8,132.91	(23,145.61)
912828YD6	US TREASURY 1.375 08/31/26	100,000.00	102,011.72	2,011.72	101,086.24	(34.61)	101,051.63	(960.09)	1,051.63
912828Z78	US TREASURY 1.500 01/31/27	695,000.00	636,766.60	(58,233.40)	646,103.05	1,346.19	647,449.24	10,682.64	(47,550.76)

Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
912828YM6	US TREASURY 1.500 10/31/24	300,000.00	309,761.72	9,761.72	302,460.67	(250.92)	302,209.74	(7,551.98)	2,209.74
912828P46	US TREASURY 1.625 02/15/26	500,000.00	508,925.78	8,925.78	504,593.11	(183.49)	504,409.62	(4,516.16)	4,409.62
912828P46	US TREASURY 1.625 02/15/26	200,000.00	185,328.13	(14,671.87)	188,164.89	472.79	188,637.69	3,309.56	(11,362.31)
9128286Z8	US TREASURY 1.750 06/30/24	250,000.00	259,648.44	9,648.44	251,580.42	(270.68)	251,309.74	(8,338.70)	1,309.74
912828J27	US TREASURY 2.000 02/15/25	250,000.00	253,320.31	3,320.31	251,232.74	(92.98)	251,139.76	(2,180.55)	1,139.76
9128286X3	US TREASURY 2.125 05/31/26	800,000.00	746,781.25	(53,218.75)	763,541.43	1,282.88	764,824.31	18,043.06	(35,175.69)
9128286L9	US TREASURY 2.250 03/31/26	550,000.00	516,656.25	(33,343.75)	527,752.75	841.05	528,593.80	11,937.55	(21,406.20)
9128283V0	US TREASURY 2.500 01/31/25	500,000.00	497,187.50	(2,812.50)	498,919.74	84.57	499,004.30	1,816.80	(995.70)
91282CEF4	US TREASURY 2.500 03/31/27	590,000.00	564,648.44	(25,351.56)	569,050.49	548.05	569,598.54	4,950.10	(20,401.46)
91282CEF4	US TREASURY 2.500 03/31/27	200,000.00	192,382.81	(7,617.19)	193,625.44	166.76	193,792.21	1,409.40	(6,207.79)
9128286A3	US TREASURY 2.625 01/31/26	550,000.00	523,359.38	(26,640.62)	532,672.21	705.86	533,378.07	10,018.69	(16,621.93)
9128286A3	US TREASURY 2.625 01/31/26	200,000.00	190,328.12	(9,671.88)	192,227.77	316.61	192,544.38	2,216.26	(7,455.62)
91282CEH0	US TREASURY 2.625 04/15/25	575,000.00	551,842.77	(23,157.23)	557,668.95	1,143.11	558,812.06	6,969.29	(16,187.94)
9128285T3	US TREASURY 2.625 12/31/25	550,000.00	524,046.88	(25,953.12)	533,366.31	706.36	534,072.67	10,025.79	(15,927.33)
9128285T3	US TREASURY 2.625 12/31/25	200,000.00	190,460.94	(9,539.06)	192,397.91	322.83	192,720.74	2,259.80	(7,279.26)
91282CEN7	US TREASURY 2.750 04/30/27	590,000.00	569,741.80	(20,258.20)	573,187.35	428.96	573,616.32	3,874.52	(16,383.68)
91282CEN7	US TREASURY 2.750 04/30/27	200,000.00	194,039.06	(5,960.94)	194,991.33	127.79	195,119.12	1,080.06	(4,880.88)
91282CFB2	US TREASURY 2.750 07/31/27	750,000.00	706,054.69	(43,945.31)	709,834.60	952.66	710,787.26	4,732.57	(39,212.74)
9128284Z0	US TREASURY 2.750 08/31/25	350,000.00	350,136.72	136.72	350,066.88	(3.41)	350,063.47	(73.25)	63.47
9128284Z0	US TREASURY 2.750 08/31/25	350,000.00	335,261.72	(14,738.28)	338,714.26	575.42	339,289.69	4,027.97	(10,710.31)
9128284M9	US TREASURY 2.875 04/30/25	500,000.00	502,167.97	2,167.97	500,938.81	(60.01)	500,878.80	(1,289.17)	878.80
9128284M9	US TREASURY 2.875 04/30/25	290,000.00	280,019.92	(9,980.08)	282,038.92	508.85	282,547.77	2,527.85	(7,452.23)
9128284N7	US TREASURY 2.875 05/15/28	800,000.00	777,312.50	(22,687.50)	780,181.03	384.95	780,565.99	3,253.49	(19,434.01)
91282CFH9	US TREASURY 3.125 08/31/27	460,000.00	452,507.03	(7,492.97)	454,050.09	137.85	454,187.95	1,680.92	(5,812.05)
91282CEW7	US TREASURY 3.250 06/30/27	750,000.00	729,228.52	(20,771.48)	734,289.03	381.69	734,670.72	5,442.20	(15,329.28)
91282CGH8	US TREASURY 3.500 01/31/28	800,000.00	789,406.25	(10,593.75)	791,321.27	180.44	791,501.72	2,095.47	(8,498.28)
91282CHB0	US TREASURY 3.625 05/15/26	775,000.00	765,615.23	(9,384.77)	767,531.90	267.64	767,799.54	2,184.31	(7,200.46)
91282CJR3	US TREASURY 3.750 12/31/28	800,000.00	792,625.00	(7,375.00)	0.00	81.27	792,706.27	81.27	(7,293.73)
91282CGU9	US TREASURY 3.875 03/31/25	775,000.00	757,653.32	(17,346.68)	762,550.88	848.18	763,399.07	5,745.75	(11,600.93)

Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
91282CFZ9	US TREASURY 3.875 11/30/27	765,000.00	765,806.84	806.84	765,643.76	(13.97)	765,629.79	(177.05)	629.79
91282CGC9	US TREASURY 3.875 12/31/27	800,000.00	802,124.98	2,124.98	801,734.19	(36.82)	801,697.37	(427.61)	1,697.37
91282CFM8	US TREASURY 4.125 09/30/27	750,000.00	758,027.34	8,027.34	756,172.79	(139.88)	756,032.91	(1,994.43)	6,032.91
91282CFU0	US TREASURY 4.125 10/31/27	530,000.00	526,190.63	(3,809.37)	526,876.14	69.22	526,945.36	754.73	(3,054.64)
91282CJA0	US TREASURY 4.625 09/30/28	440,000.00	436,476.56	(3,523.44)	436,611.40	60.58	436,671.98	195.42	(3,328.02)
91282CHN4	US TREASURY 4.750 07/31/25	700,000.00	697,429.69	(2,570.31)	697,928.67	111.28	698,039.96	610.27	(1,960.04)
TOTAL		56,778,458.09	55,192,009.31	(1,588,500.47)	53,903,540.03	52,673.95	54,334,496.89	465,856.67	(1,121,657.88)
GRAND TOTAL		56,778,458.09	55,192,009.31	(1,588,500.47)	53,903,540.03	52,673.95	54,334,496.89	465,856.67	(1,121,657.88)

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
MEEDER INVESTMENT MANAGEMENT									
32022RSG3	1ST FINANCAL BNK 3.300 08/02/27	08/01/2022	245,000.00	244,020.00	686.67	0.00	686.67	686.67	686.67
02589ACP5	AM EX BK 3.100 05/12/25	05/11/2022	245,000.00	244,510.00	1,075.96	0.00	654.01	0.00	1,729.97
02651AA3	AMERICAN HERIT 1.050 04/08/24	10/29/2020	249,000.00	254,102.01	171.91	0.00	222.05	222.05	171.91
04685A2T7	ATHENE GLOBAL 6.398 01/08/24 FRN MAT	06/23/2022	0.00	0.00	7,375.25	0.00	(133.05)	7,242.20	0.00
04685A2X8	ATHENE GLOBAL FUNDING 6.05484 05/24/2024	04/06/2022	300,000.00	296,490.00	1,862.76	0.00	1,669.23	0.00	3,531.99
04685A2X8	ATHENE GLOBAL FUNDING 6.05484 05/24/2024	06/01/2021	750,000.00	751,570.66	4,656.90	0.00	4,173.08	0.00	8,829.98
066519QV4	BANKUNIT 0.950 04/14/26'24	04/23/2021	240,000.00	239,400.00	112.44	0.00	193.64	193.64	112.44
07371CE88	BEAL BNK US 1.900 02/17/27	02/23/2022	245,000.00	244,419.35	1,670.70	0.00	395.36	0.00	2,066.05
05600XCP3	BMO BNK 1.000 04/13/26'23	04/23/2021	180,000.00	179,911.80	394.52	0.00	152.88	453.70	93.70
05580AZD9	BMW BANK 0.450 03/26/24	04/23/2021	245,000.00	245,245.00	292.99	0.00	93.64	0.00	386.63
06048WM72	BOFAML 1.200 07/30/26'24 MTN	06/27/2023	675,000.00	595,687.50	3,397.50	0.00	675.00	4,050.00	22.50
69506YTU3	Banc of California 3.15 02/05/2024	08/03/2022	245,000.00	244,877.50	3,192.72	0.00	655.46	0.00	3,848.18
15118RUV7	CELTIC BANK 1.400 04/17/24	04/17/2020	240,000.00	240,000.00	138.08	0.00	285.37	285.37	138.08
17330AWR9	CITI GLB MARKET 3.000 03/28/24 MTN	03/28/2022	1,000,000.00	999,000.00	7,750.00	0.00	2,500.00	0.00	10,250.00
17329UP96	CITIGROUP GLOBAL MARKETS HOLD-INGS INC 1.0 01/20/2024	01/20/2022	0.00	0.00	2,236.11	0.00	291.67	2,527.78	0.00
17290A6S4	CITIGROUP INC 6.2046 02/25/2025	02/25/2022	250,000.00	250,000.00	1,549.81	0.00	1,293.96	0.00	2,843.78
21687AJ38	COOPERATIEVE UA 09/03/24	12/08/2023	800,000.00	768,380.00	0.00	0.00	0.00	0.00	0.00
CCYUSD	Cash	01/31/2024	307.96	307.96	0.00	0.00	0.00	0.00	0.00
3135GOQ22	FANNIE MAE 1.875 09/24/26	11/23/2022	800,000.00	734,183.20	4,041.67	0.00	1,250.00	0.00	5,291.67
3135GOK36	FANNIE MAE 2.125 04/24/26	11/23/2022	800,000.00	745,632.80	3,163.89	0.00	1,416.67	0.00	4,580.56
307811EM7	FARMERS & MERCH 3.200 08/05/27	08/05/2022	245,000.00	244,142.50	579.95	0.00	665.86	665.86	579.95
3133EMES7	FEDERAL FARM 0.720 10/27/26'24	03/08/2023	500,000.00	433,395.00	640.00	0.00	300.00	0.00	940.00
3133EMES7	FEDERAL FARM 0.720 10/27/26'24	03/08/2023	145,000.00	125,010.01	185.60	0.00	87.00	0.00	272.60
3133ENCDO	FEDERAL FARM 1.040 10/27/25'24	11/21/2022	800,000.00	720,288.00	1,479.11	0.00	693.33	0.00	2,172.44
3133ENEG1	FEDERAL FARM 1.050 11/17/25	11/23/2022	920,000.00	835,709.60	1,180.67	0.00	805.00	0.00	1,985.67
3133ELNZ3	FEDERAL FARM 1.850 02/25/27'24	11/14/2022	500,000.00	450,565.00	3,237.50	0.00	770.83	0.00	4,008.33
3133EN5N6	FEDERAL FARM 4.000 01/06/28	01/19/2023	650,000.00	658,996.00	12,638.89	0.00	2,166.67	13,000.00	1,805.56

Accrued Interest Schedule

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3133EPF91	FEDERAL FARM 4.500 11/27/28	11/27/2023	750,000.00	749,197.50	3,187.50	0.00	2,812.50	0.00	6,000.00
3133G95X3	FH QN3562	09/17/2020	474,312.17	496,990.24	809.78	0.00	790.52	809.78	790.52
3133VYR66	FH RF5009	09/17/2020	359,868.83	374,038.66	603.48	0.00	599.78	603.48	599.78
3132D56D9	FH SB8068	09/17/2020	555,505.10	569,045.54	701.21	0.00	694.38	701.21	694.38
3137BQ5B9	FH-4590A-AK	06/25/2021	146,455.45	153,778.23	437.99	0.00	427.17	437.99	427.16
3137BRXU4	FH-4617B-LC	10/07/2020	262,837.99	275,076.38	443.57	0.00	438.06	443.57	438.06
3137H5VBO	FH-5189H-PD	01/31/2022	388,821.82	385,298.12	577.12	0.00	567.03	577.12	567.03
3130AK6H4	FHLBANKS 0.500 09/22/25 '24	11/21/2022	500,000.00	444,635.00	687.50	0.00	208.33	0.00	895.83
3130AMSB9	FHLBANKS 0.700 06/16/25 '24	11/21/2022	500,000.00	451,925.00	145.83	0.00	291.67	0.00	437.50
3130ALEM2	FHLBANKS 0.790 02/25/26 '24	04/05/2023	200,000.00	182,274.00	553.00	0.00	131.67	0.00	684.67
3130ALFS8	FHLBANKS 0.800 03/10/26 '24	04/05/2023	175,000.00	159,402.25	431.67	0.00	116.67	0.00	548.33
3130ANB66	FHLBANKS 1.000 07/29/26 '24	11/23/2022	935,000.00	832,961.58	2,960.83	0.00	597.36	3,506.25	51.94
3130ANFW5	FHLBANKS 1.000 08/19/26 '24	03/09/2023	425,000.00	376,788.00	1,558.33	0.00	354.17	0.00	1,912.50
3130APP41	FHLBANKS 1.125 08/22/25 '24	11/21/2022	500,000.00	454,725.00	609.38	0.00	468.75	0.00	1,078.12
3130AMG55	FHLBANKS 1.375 05/27/27	07/28/2023	750,000.00	667,575.00	973.96	0.00	859.38	0.00	1,833.33
3130AQT37	FHLBANKS 1.500 02/28/25	07/28/2023	500,000.00	472,522.00	2,562.50	0.00	625.00	0.00	3,187.50
3130AMZY1	FHLBANKS 1.750 12/29/27	05/11/2023	800,000.00	729,320.00	77.78	0.00	1,166.67	0.00	1,244.44
3130AQPR8	FHLBANKS 2.600 02/18/27	03/31/2023	750,000.00	697,245.00	3,602.08	0.00	812.50	0.00	4,414.58
3130AS3S6	FHLBANKS 3.000 05/23/25	05/26/2022	250,000.00	250,000.00	791.67	0.00	625.00	0.00	1,416.67
3130ART35	FHLBANKS 3.100 05/10/27 '24	05/10/2022	500,000.00	495,875.00	2,195.83	0.00	1,291.67	0.00	3,487.50
3130AS2Q1	FHLBANKS 3.150 05/23/25	05/23/2022	500,000.00	500,000.00	1,662.50	0.00	1,312.50	0.00	2,975.00
3130ASLD9	FHLBANKS 3.650 07/21/25	11/21/2022	480,000.00	467,284.80	7,786.67	0.00	1,460.00	8,760.00	486.67
3130ATUS4	FHLBANKS 4.250 12/10/27	01/05/2023	750,000.00	759,817.50	1,859.38	0.00	2,656.25	0.00	4,515.62
3133XG6E9	FHLBANKS 5.750 06/12/26	04/14/2023	500,000.00	527,685.00	1,517.36	0.00	2,395.83	0.00	3,913.19
31846V567	FIRST AMER:GVT OBLG;Z	01/31/2024	166,117.04	166,117.04	0.00	0.00	2,794.56	1,283.13	0.00
319267JD3	FIRST BANK RCHMD 0.400 07/22/24	07/26/2021	250,000.00	249,975.00	449.32	0.00	84.93	504.11	30.14
32100LCB9	FIRST MO ST BK 1.850 09/13/24	09/13/2019	240,000.00	240,000.00	1,338.08	0.00	377.10	0.00	1,715.18
3140KNM70	FN BQ3081	09/21/2020	249,646.98	255,654.10	314.63	0.00	312.06	314.63	312.06
3140KNPB8	FN BQ3117	09/25/2020	316,135.08	323,939.57	398.52	0.00	395.17	398.52	395.17

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31418DS86	FN MA4142	09/17/2020	629,380.64	654,162.50	1,325.18	0.00	1,311.21	1,325.18	1,311.21
31418DTL6	FN MA4154	09/21/2020	303,190.72	310,391.40	382.34	0.00	378.99	382.34	378.99
36143L2K0	GA GLOBAL FUNDING TRUST 6.68026 04/11/2025	05/13/2022	1,000,000.00	999,400.00	15,287.78	0.00	5,785.07	17,176.04	3,896.82
38149MWG4	GOLDMAN BANK USA 1.000 05/19/26 '23	05/24/2021	240,000.00	239,868.00	85.48	0.00	203.84	203.84	85.48
38150AJT3	GOLDMAN SACHS 1.500 12/13/24 '24 MTN	12/13/2021	500,000.00	500,000.00	375.00	0.00	625.00	0.00	1,000.00
39573LBD9	GREENSTATE CREDI 0.450 04/16/24	04/16/2021	240,000.00	239,520.00	91.73	0.00	91.73	91.73	91.73
4497W0FE3	ING US FUNDING 06/14/24	09/20/2023	518,000.00	496,250.91	0.00	0.00	0.00	0.00	0.00
46640PC43	J.P. Morgan Securities LLC 0.0 03/04/2024	06/08/2023	400,000.00	383,800.00	0.00	0.00	0.00	0.00	0.00
46593LQP7	JP MORGAN CHASE 4.700 10/12/27 '24	10/12/2022	245,000.00	244,020.00	2,555.38	0.00	977.99	0.00	3,533.37
48133DD64	JPMORGAN LLC 3.100 03/24/24 MTN	03/24/2022	1,000,000.00	1,000,000.00	8,352.78	0.00	2,583.33	0.00	10,936.11
538036XU3	LIVE OAK BANKING 4.700 10/21/27 '23	10/21/2022	245,000.00	244,020.00	977.99	0.00	977.99	977.99	977.99
61760AS75	MORGAN PVT BNK 2.200 08/08/24	08/29/2019	205,000.00	206,025.00	1,804.00	0.00	383.04	0.00	2,187.04
62384RAQ9	MOUNTAIN AMERICA 4.750 10/15/24	10/14/2022	240,000.00	239,760.00	968.22	0.00	968.22	968.22	968.22
62479LDW2	MUFG BANK NY 04/30/24	08/16/2023	700,000.00	671,906.67	0.00	0.00	0.00	0.00	0.00
742651DZ2	PEFCO 3.900 10/15/27	05/03/2023	185,000.00	184,704.00	1,523.17	0.00	601.25	0.00	2,124.42
742651DZ2	PEFCO 3.900 10/15/27	05/03/2023	190,000.00	190,304.00	1,564.33	0.00	617.50	0.00	2,181.83
742651EA6	PEFCO 4.300 12/15/28	01/30/2024	900,000.00	909,027.00	0.00	0.00	107.50	0.00	107.50
70962LAG7	Pentagon Federal Credit Union 0.4 03/01/2024	09/02/2021	248,000.00	247,628.00	84.25	0.00	84.25	84.25	84.25
88241THU7	TEXAS EXCHANGE 1.000 06/19/25 '23	06/24/2020	240,000.00	239,640.00	85.48	0.00	203.84	203.84	85.48
89235MJS1	TOYOTA FINL SVGS 0.800 06/30/25	07/06/2020	245,000.00	246,200.50	10.74	0.00	166.47	0.00	177.21
89236THV0	TOYOTA MOTOR CREDIT CORP 5.69106 01/11/2024	03/01/2021	0.00	0.00	3,558.96	0.00	440.59	3,999.55	0.00
89788MAF9	TRUIST FINANCIAL CORP 5.74637 06/09/2025	08/26/2022	750,000.00	733,297.50	2,506.58	0.00	3,958.08	0.00	6,464.67
880591EZ1	TVA 3.875 03/15/28	09/22/2023	560,000.00	540,249.36	6,389.44	421.94	1,808.33	0.00	8,197.78
90348J3E8	UBS USA 3.000 11/12/24	05/11/2022	245,000.00	244,632.50	422.88	0.00	624.25	624.25	422.88
91282CCJ8	US TREASURY 0.875 06/30/26	08/27/2021	400,000.00	400,906.25	9.62	0.00	298.08	0.00	307.69
91282CDQ1	US TREASURY 1.250 12/31/26	05/16/2023	300,000.00	276,375.00	10.30	0.00	319.37	0.00	329.67
91282CDQ1	US TREASURY 1.250 12/31/26	12/31/2021	500,000.00	499,746.09	17.17	0.00	532.28	0.00	549.45
912828YD6	US TREASURY 1.375 08/31/26	09/28/2021	100,000.00	102,011.72	464.63	0.00	117.10	0.00	581.73

Accrued Interest Schedule

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912828YD6	US TREASURY 1.375 08/31/26	05/16/2023	450,000.00	418,710.94	2,090.83	0.00	526.96	0.00	2,617.79
912828YD6	US TREASURY 1.375 08/31/26	03/08/2023	315,000.00	283,721.48	1,463.58	0.00	368.87	0.00	1,832.45
912828Z78	US TREASURY 1.500 01/31/27	06/01/2023	695,000.00	636,766.60	4,362.64	0.00	878.50	5,212.50	28.64
912828YM6	US TREASURY 1.500 10/31/24	07/14/2021	300,000.00	309,761.72	766.48	0.00	383.24	0.00	1,149.73
912828P46	US TREASURY 1.625 02/15/26	06/30/2023	200,000.00	185,328.13	1,227.58	0.00	273.78	0.00	1,501.36
912828P46	US TREASURY 1.625 02/15/26	12/31/2021	500,000.00	508,925.78	3,068.95	0.00	684.44	0.00	3,753.40
9128286Z8	US TREASURY 1.750 06/30/24	06/22/2021	250,000.00	259,648.44	12.02	0.00	372.60	0.00	384.62
912828J27	US TREASURY 2.000 02/15/25	02/07/2022	250,000.00	253,320.31	1,888.59	0.00	421.20	0.00	2,309.78
9128286X3	US TREASURY 2.125 05/31/26	11/23/2022	800,000.00	746,781.25	1,486.34	0.00	1,439.89	0.00	2,926.23
9128286L9	US TREASURY 2.250 03/31/26	11/21/2022	550,000.00	516,656.25	3,144.47	0.00	1,048.16	0.00	4,192.62
9128283V0	US TREASURY 2.500 01/31/25	04/07/2022	500,000.00	497,187.50	5,230.98	0.00	1,053.36	6,250.00	34.34
91282CEF4	US TREASURY 2.500 03/31/27	04/28/2023	590,000.00	564,648.44	3,747.95	0.00	1,249.32	0.00	4,997.27
91282CEF4	US TREASURY 2.500 03/31/27	05/16/2023	200,000.00	192,382.81	1,270.49	0.00	423.50	0.00	1,693.99
9128286A3	US TREASURY 2.625 01/31/26	11/21/2022	550,000.00	523,359.38	6,041.78	0.00	1,216.63	7,218.75	39.66
9128286A3	US TREASURY 2.625 01/31/26	06/30/2023	200,000.00	190,328.12	2,197.01	0.00	442.41	2,625.00	14.42
91282CEH0	US TREASURY 2.625 04/15/25	07/28/2023	575,000.00	551,842.77	3,216.70	0.00	1,278.43	0.00	4,495.13
9128285T3	US TREASURY 2.625 12/31/25	06/30/2023	200,000.00	190,460.94	14.42	0.00	447.12	0.00	461.54
9128285T3	US TREASURY 2.625 12/31/25	11/21/2022	550,000.00	524,046.88	39.66	0.00	1,229.57	0.00	1,269.23
91282CEN7	US TREASURY 2.750 04/30/27	05/16/2023	200,000.00	194,039.06	936.81	0.00	468.41	0.00	1,405.22
91282CEN7	US TREASURY 2.750 04/30/27	04/28/2023	590,000.00	569,741.80	2,763.60	0.00	1,381.80	0.00	4,145.40
91282CFB2	US TREASURY 2.750 07/31/27	09/01/2023	750,000.00	706,054.69	8,631.11	0.00	1,738.05	10,312.50	56.66
9128284Z0	US TREASURY 2.750 08/31/25	04/07/2022	350,000.00	350,136.72	3,252.40	0.00	819.71	0.00	4,072.12
9128284Z0	US TREASURY 2.750 08/31/25	06/30/2023	350,000.00	335,261.72	3,252.40	0.00	819.71	0.00	4,072.12
9128284M9	US TREASURY 2.875 04/30/25	04/07/2022	500,000.00	502,167.97	2,448.49	0.00	1,224.24	0.00	3,672.73
9128284M9	US TREASURY 2.875 04/30/25	09/01/2023	290,000.00	280,019.92	1,420.12	0.00	710.06	0.00	2,130.19
9128284N7	US TREASURY 2.875 05/15/28	05/16/2023	800,000.00	777,312.50	2,969.78	0.00	1,958.79	0.00	4,928.57
91282CFH9	US TREASURY 3.125 08/31/27	01/20/2023	460,000.00	452,507.03	4,857.49	0.00	1,224.24	0.00	6,081.73
91282CEW7	US TREASURY 3.250 06/30/27	11/17/2022	750,000.00	729,228.52	66.96	0.00	2,075.89	0.00	2,142.86
91282CGH8	US TREASURY 3.500 01/31/28	02/07/2023	800,000.00	789,406.25	11,717.39	0.00	2,359.53	14,000.00	76.92

Accrued Interest Schedule

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91282CHB0	US TREASURY 3.625 05/15/26	05/25/2023	775,000.00	765,615.23	3,627.49	0.00	2,392.60	0.00	6,020.09
91282CJR3	US TREASURY 3.750 12/31/28	01/12/2024	800,000.00	792,625.00	0.00	989.01	1,648.35	0.00	2,637.36
91282CGU9	US TREASURY 3.875 03/31/25	07/07/2023	775,000.00	757,653.32	7,630.89	0.00	2,543.63	0.00	10,174.52
91282CFZ9	US TREASURY 3.875 11/30/27	01/05/2023	765,000.00	765,806.84	2,591.80	0.00	2,510.81	0.00	5,102.61
91282CGC9	US TREASURY 3.875 12/31/27	02/07/2023	800,000.00	802,124.98	85.16	0.00	2,640.11	0.00	2,725.27
91282CFM8	US TREASURY 4.125 09/30/27	11/17/2022	750,000.00	758,027.34	7,861.17	0.00	2,620.39	0.00	10,481.56
91282CFU0	US TREASURY 4.125 10/31/27	02/28/2023	530,000.00	526,190.63	3,723.83	0.00	1,861.92	0.00	5,585.75
91282CJA0	US TREASURY 4.625 09/30/28	10/25/2023	440,000.00	436,476.56	5,170.90	1,390.03	1,723.63	0.00	6,894.54
91282CHN4	US TREASURY 4.750 07/31/25	08/16/2023	700,000.00	697,429.69	13,914.40	0.00	2,801.94	16,625.00	91.35
TOTAL			55,622,579.77	54,040,539.30	279,995.19	2,800.98	121,058.07	135,948.04	264,582.81
GRAND TOTAL			55,622,579.77	54,040,539.30	279,995.19	2,800.98	121,058.07	135,948.04	264,582.81

Interest Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	ADJUSTED INTEREST EARNINGS
MEEDER INVESTMENT MANAGEMENT										
32022RSG3	1ST FINANCAL BNK 3.300 08/02/27	245,000.00	244,299.77	244,316.35	08/02/2027	3.30	3.38	686.67	16.58	703.25
02589ACP5	AM EX BK 3.100 05/12/25	245,000.00	244,779.41	244,793.17	05/12/2025	3.10	3.15	654.01	13.76	667.77
026511AA3	AMERICAN HERIT 1.050 04/08/24	249,000.00	249,397.14	249,271.51	04/08/2024	1.05	0.45	222.05	(125.63)	96.42
04685A2T7	ATHENE GLOBAL 6.398 01/08/24 FRN MAT	0.00	499,926.29		01/08/2024	6.40	5.96	(133.05)	73.71	(59.34)
04685A2X8	ATHENE GLOBAL FUNDING 6.05484 05/24/2024	750,000.00	750,206.93	750,162.38	05/24/2024	6.05	6.00	4,173.08	(44.55)	4,128.53
04685A2X8	ATHENE GLOBAL FUNDING 6.05484 05/24/2024	300,000.00	299,352.83	299,492.15	05/24/2024	6.05	6.63	1,669.23	139.32	1,808.55
066519QV4	BANKUNIT 0.950 04/14/26 '24	240,000.00	239,724.90	239,735.13	04/14/2026	0.95	1.00	193.64	10.23	203.87
07371CE88	BEAL BNK US 1.900 02/17/27	245,000.00	244,638.12	244,647.94	02/17/2027	1.90	1.93	395.36	9.81	405.17
05600XCP3	BMO BNK 1.000 04/13/26 '23	180,000.00	179,959.59	179,961.09	04/13/2026	1.00	1.01	152.88	1.50	154.38
05580AZD9	BMW BANK 0.450 03/26/24	245,000.00	245,019.46	245,012.36	03/26/2024	0.45	0.42	93.64	(7.10)	86.54
06048WM72	BOFAML 1.200 07/30/26 '24 MTN	675,000.00	609,127.92	611,297.99	07/30/2026	1.20	5.36	675.00	2,170.07	2,845.07
69506YTU3	Banc of California 3.15 02/05/2024	245,000.00	244,992.32	244,999.12	02/05/2024	3.15	3.14	655.46	6.81	662.26
15118RUV7	CELTIC BANK 1.400 04/17/24	240,000.00	240,000.00	240,000.00	04/17/2024	1.40	1.39	285.37	0.00	285.37
17330AWR9	CITI GLB MARKET 3.000 03/28/24 MTN	1,000,000.00	999,881.63	999,923.81	03/28/2024	3.00	3.05	2,500.00	42.18	2,542.18
17329UP96	CITIGROUP GLOBAL MARKETS HOLDINGS INC 1.0 01/20/2024	0.00	499,987.02		01/20/2024	1.00	1.05	291.67	12.98	304.65
17290A6S4	CITIGROUP INC 6.2046 02/25/2025	250,000.00	250,000.00	250,000.00	02/25/2025	6.20	6.20	1,293.96	0.00	1,293.96
21687AJ38	COOPERATIEVE UA 09/03/24	800,000.00	771,402.50	775,006.25	09/03/2024	0.00	5.41	0.00	3,603.75	3,603.75
3135GOQ22	FANNIE MAE 1.875 09/24/26	800,000.00	753,195.90	754,651.19	09/24/2026	1.88	4.22	1,250.00	1,455.29	2,705.29
3135GOK36	FANNIE MAE 2.125 04/24/26	800,000.00	763,261.88	764,611.26	04/24/2026	2.12	4.28	1,416.67	1,349.39	2,766.05
307811EM7	FARMERS & MERCH 3.200 08/05/27	245,000.00	244,386.23	244,400.73	08/05/2027	3.20	3.26	665.86	14.50	680.36
3133EMES7	FEDERAL FARM 0.720 10/27/26 '24	500,000.00	448,418.68	449,971.13	10/27/2026	0.72	4.75	300.00	1,552.45	1,852.45
3133EMES7	FEDERAL FARM 0.720 10/27/26 '24	145,000.00	129,519.03	129,984.96	10/27/2026	0.72	4.90	87.00	465.93	552.93
3133ENCD0	FEDERAL FARM 1.040 10/27/25 '24	800,000.00	750,643.87	752,944.69	10/27/2025	1.04	4.71	693.33	2,300.81	2,994.15
3133ENEG1	FEDERAL FARM 1.050 11/17/25	920,000.00	866,999.80	869,394.86	11/17/2025	1.05	4.36	805.00	2,395.05	3,200.05
3133ELNZ3	FEDERAL FARM 1.850 02/25/27 '24	500,000.00	463,711.94	464,689.29	02/25/2027	1.85	4.40	770.83	977.35	1,748.18
3133EN5N6	FEDERAL FARM 4.000 01/06/28	650,000.00	657,266.19	657,112.54	01/06/2028	4.00	3.69	2,166.67	(153.65)	2,013.02
3133EPF91	FEDERAL FARM 4.500 11/27/28	750,000.00	749,215.02	749,228.60	11/27/2028	4.50	4.52	2,812.50	13.58	2,826.08

Interest Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	ADJUSTED INTEREST EARNINGS
3133G95X3	FH QN3562	474,312.17	503,526.33	491,407.94	09/01/2035	2.00	1.00	790.52	(140.46)	650.05
3133VYR66	FH RF5009	359,868.83	373,173.15	370,805.84	08/01/2035	2.00	1.18	599.78	(81.35)	518.44
3132D56D9	FH SB8068	555,505.10	571,550.22	565,903.36	10/01/2035	1.50	0.99	694.38	(79.06)	615.31
3137BQ5B9	FH-4590A-AK	146,455.45	153,244.07	149,311.29	08/15/2027	3.50	0.72	427.17	(145.61)	281.56
3137BRXU4	FH-4617B-LC	262,837.99	276,189.48	272,697.02	06/15/2041	2.00	0.86	438.06	(60.86)	377.20
3137H5VB0	FH-5189H-PD	388,821.82	392,385.97	385,536.51	09/25/2051	1.75	1.78	567.03	10.11	577.14
3130AK6H4	FHLBANKS 0.500 09/22/25 '24	500,000.00	466,429.31	468,081.20	09/22/2025	0.50	4.70	208.33	1,651.89	1,860.22
3130AMSB9	FHLBANKS 0.700 06/16/25 '24	500,000.00	472,820.51	474,404.28	06/16/2025	0.70	4.70	291.67	1,583.77	1,875.43
3130ALEM2	FHLBANKS 0.790 02/25/26 '24	200,000.00	186,831.16	187,350.54	02/25/2026	0.79	4.07	131.67	519.38	651.05
3130ALFS8	FHLBANKS 0.800 03/10/26 '24	175,000.00	163,363.58	163,815.06	03/10/2026	0.80	4.05	116.67	451.48	568.14
3130ANB66	FHLBANKS 1.000 07/29/26 '24	935,000.00	863,686.90	866,038.72	07/29/2026	1.00	4.58	597.36	2,351.81	2,949.18
3130ANFW5	FHLBANKS 1.000 08/19/26 '24	425,000.00	388,257.94	389,443.17	08/19/2026	1.00	4.78	354.17	1,185.23	1,539.39
3130APP41	FHLBANKS 1.125 08/22/25 '24	500,000.00	473,095.51	474,487.90	08/22/2025	1.12	4.66	468.75	1,392.39	1,861.14
3130AMG55	FHLBANKS 1.375 05/27/27	750,000.00	676,877.25	678,702.38	05/27/2027	1.38	4.53	859.38	1,825.12	2,684.50
3130AQT37	FHLBANKS 1.500 02/28/25	500,000.00	479,981.66	481,445.27	02/28/2025	1.50	5.15	625.00	1,463.60	2,088.60
3130AMZY1	FHLBANKS 1.750 12/29/27	800,000.00	739,166.80	740,460.24	12/29/2027	1.75	3.69	1,166.67	1,293.44	2,460.10
3130AQPR8	FHLBANKS 2.600 02/18/27	750,000.00	707,558.57	708,708.64	02/18/2027	1.30	4.27	812.50	1,150.07	1,962.57
3130AS3S6	FHLBANKS 3.000 05/23/25	250,000.00	250,000.00	250,000.00	05/23/2025	3.00	3.00	625.00	0.00	625.00
3130ART35	FHLBANKS 3.100 05/10/27 '24	500,000.00	497,232.68	497,302.71	05/10/2027	3.10	3.28	1,291.67	70.03	1,361.70
3130AS2Q1	FHLBANKS 3.150 05/23/25	500,000.00	500,000.00	500,000.00	05/23/2025	3.15	3.15	1,312.50	0.00	1,312.50
3130ASLD9	FHLBANKS 3.650 07/21/25	480,000.00	472,613.20	473,017.06	07/21/2025	3.65	4.71	1,460.00	403.86	1,863.86
3130ATUS4	FHLBANKS 4.250 12/10/27	750,000.00	757,844.19	757,675.20	12/10/2027	4.25	3.95	2,656.25	(168.99)	2,487.26
3133XG6E9	FHLBANKS 5.750 06/12/26	500,000.00	521,386.42	520,644.01	06/12/2026	5.75	3.87	2,395.83	(742.42)	1,653.42
31846V567	FIRST AMER.GVT OBLG;Z	166,117.04	366,896.61	166,117.04	01/31/2024	5.17	5.22	2,794.56	0.00	2,794.56
319267JD3	FIRST BANK RCHMD 0.400 07/22/24	250,000.00	249,995.37	249,996.08	07/22/2024	0.40	0.40	84.93	0.71	85.64
32100LCB9	FIRST MO ST BK 1.850 09/13/24	240,000.00	240,000.00	240,000.00	09/13/2024	1.85	1.84	377.10	0.00	377.10
3140KNM70	FN BQ3081	249,646.98	256,375.01	254,247.93	10/01/2035	1.50	1.00	312.06	(35.50)	276.57
3140KNPB8	FN BQ3117	316,135.08	324,897.88	322,117.23	10/01/2035	1.50	0.99	395.17	(46.15)	349.01
31418DS86	FN MA4142	629,380.64	654,478.70	647,407.79	08/01/2035	2.50	1.48	1,311.21	(169.96)	1,141.24

Interest Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	ADJUSTED INTEREST EARNINGS
31418DTL6	FN MA4154	303,190.72	311,498.72	308,724.59	10/01/2035	1.50	1.01	378.99	(42.08)	336.91
36143L2K0	GA GLOBAL FUNDING TRUST 6.68026 04/11/2025	1,000,000.00	999,737.71	999,755.16	04/11/2025	6.68	6.79	5,785.07	17.45	5,802.52
38149MWG4	GOLDMAN BANK USA 1.000 05/19/26 '23	240,000.00	239,937.15	239,939.39	05/19/2026	1.00	1.01	203.84	2.24	206.08
38150AJT3	GOLDMAN SACHS 1.500 12/13/24 '24 MTN	500,000.00	500,000.00	500,000.00	12/13/2024	1.50	1.50	625.00	0.00	625.00
39573LBD9	GREENSTATE CREDI 0.450 04/16/24	240,000.00	239,954.04	239,967.48	04/16/2024	0.45	0.51	91.73	13.44	105.17
4497W0FE3	ING US FUNDING 06/14/24	518,000.00	504,659.48	507,165.88	06/14/2024	0.00	5.82	0.00	2,506.40	2,506.40
46640PC43	J.P. Morgan Securities LLC 0.0 03/04/2024	400,000.00	396,220.00	398,080.00	03/04/2024	0.00	5.59	0.00	1,860.00	1,860.00
46593LQP7	JP MORGAN CHASE 4.700 10/12/27 '24	245,000.00	244,261.79	244,278.37	10/12/2027	4.70	4.77	977.99	16.58	994.57
48133DD64	JPMORGAN LLC 3.100 03/24/24 MTN	1,000,000.00	1,000,000.00	1,000,000.00	03/24/2024	3.10	3.10	2,583.33	0.00	2,583.33
538036XU3	LIVE OAK BANKING 4.700 10/21/27 '23	245,000.00	244,261.01	244,277.50	10/21/2027	4.70	4.74	977.99	16.49	994.48
61760AS75	MORGAN PVT BNK 2.200 08/08/24	205,000.00	205,124.72	205,107.15	08/08/2024	2.20	2.09	383.04	(17.57)	365.47
62384RAQ9	MOUNTAIN AMERICA 4.750 10/15/24	240,000.00	239,906.97	239,916.99	10/15/2024	4.75	4.73	968.22	10.01	978.23
62479LDW2	MUFG BANK NY 04/30/24	700,000.00	686,983.79	690,346.31	04/30/2024	0.00	5.78	0.00	3,362.52	3,362.52
742651DZ2	PEFCO 3.900 10/15/27	190,000.00	190,257.62	190,251.84	10/15/2027	3.90	3.86	617.50	(5.77)	611.73
742651DZ2	PEFCO 3.900 10/15/27	185,000.00	184,749.01	184,754.63	10/15/2027	3.90	3.94	601.25	5.63	606.88
742651EA6	PEFCO 4.300 12/15/28	900,000.00	0.00	909,016.86	12/15/2028	4.30	4.07	107.50	(10.14)	97.36
70962LAG7	Pentagon Federal Credit Union 0.4 03/01/2024	248,000.00	247,975.74	247,988.27	03/01/2024	0.40	0.46	84.25	12.53	96.78
88241THU7	TEXAS EXCHANGE 1.000 06/19/25 '23	240,000.00	239,894.98	239,901.07	06/19/2025	1.00	1.03	203.84	6.09	209.93
89235MJS1	TOYOTA FINL SVGS 0.800 06/30/25	245,000.00	245,359.16	245,338.77	06/30/2025	0.80	0.70	166.47	(20.39)	146.07
89236THV0	TOYOTA MOTOR CREDIT CORP 5.69106 01/11/2024	0.00	275,005.31		01/11/2024	5.69	5.66	440.59	(5.31)	435.28
89788MAF9	TRUIST FINANCIAL CORP 5.74637 06/09/2025	750,000.00	741,403.12	741,910.75	06/09/2025	5.75	6.67	3,958.08	507.62	4,465.71
880591EZ1	TVA 3.875 03/15/28	560,000.00	541,480.00	541,854.02	03/15/2028	3.88	4.76	1,808.33	374.02	2,182.35
90348J3E8	UBS USA 3.000 11/12/24	245,000.00	244,874.05	244,886.40	11/12/2024	3.00	3.04	624.25	12.36	636.61
91282CCJ8	US TREASURY 0.875 06/30/26	400,000.00	400,466.70	400,450.82	06/30/2026	0.88	0.83	298.08	(15.88)	282.20
91282CDQ1	US TREASURY 1.250 12/31/26	500,000.00	499,847.82	499,852.13	12/31/2026	1.25	1.26	532.28	4.31	536.59
91282CDQ1	US TREASURY 1.250 12/31/26	300,000.00	280,490.67	281,042.99	12/31/2026	1.25	3.58	319.37	552.32	871.69
912828YD6	US TREASURY 1.375 08/31/26	315,000.00	291,092.69	291,854.39	08/31/2026	1.38	4.49	368.87	761.69	1,130.56
912828YD6	US TREASURY 1.375 08/31/26	100,000.00	101,086.24	101,051.63	08/31/2026	1.38	0.96	117.10	(34.61)	82.49

Interest Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	ADJUSTED INTEREST EARNINGS
912828YD6	US TREASURY 1.375 08/31/26	450,000.00	424,714.07	425,519.69	08/31/2026	1.38	3.63	526.96	805.62	1,332.57
912828Z78	US TREASURY 1.500 01/31/27	695,000.00	646,103.05	647,449.24	01/31/2027	1.50	3.98	878.50	1,346.19	2,224.69
912828YM6	US TREASURY 1.500 10/31/24	300,000.00	302,460.67	302,209.74	10/31/2024	1.50	0.50	383.24	(250.92)	132.32
912828P46	US TREASURY 1.625 02/15/26	500,000.00	504,593.11	504,409.62	02/15/2026	1.62	1.18	684.44	(183.49)	500.96
912828P46	US TREASURY 1.625 02/15/26	200,000.00	188,164.89	188,637.69	02/15/2026	1.62	4.62	273.78	472.79	746.57
9128286Z8	US TREASURY 1.750 06/30/24	250,000.00	251,580.42	251,309.74	06/30/2024	1.75	0.46	372.60	(270.68)	101.92
912828J27	US TREASURY 2.000 02/15/25	250,000.00	251,232.74	251,139.76	02/15/2025	2.00	1.55	421.20	(92.98)	328.21
9128286X3	US TREASURY 2.125 05/31/26	800,000.00	763,541.43	764,824.31	05/31/2026	2.12	4.18	1,439.89	1,282.88	2,722.77
9128286L9	US TREASURY 2.250 03/31/26	550,000.00	527,752.75	528,593.80	03/31/2026	2.25	4.20	1,048.16	841.05	1,889.21
9128283V0	US TREASURY 2.500 01/31/25	500,000.00	498,919.74	499,004.30	01/31/2025	2.50	2.71	1,053.36	84.57	1,137.93
91282CEF4	US TREASURY 2.500 03/31/27	200,000.00	193,625.44	193,792.21	03/31/2027	2.50	3.56	423.50	166.76	590.26
91282CEF4	US TREASURY 2.500 03/31/27	590,000.00	569,050.49	569,598.54	03/31/2027	2.50	3.69	1,249.32	548.05	1,797.36
9128286A3	US TREASURY 2.625 01/31/26	550,000.00	532,672.21	533,378.07	01/31/2026	2.62	4.26	1,216.63	705.86	1,922.50
9128286A3	US TREASURY 2.625 01/31/26	200,000.00	192,227.77	192,544.38	01/31/2026	2.62	4.63	442.41	316.61	759.02
91282CEH0	US TREASURY 2.625 04/15/25	575,000.00	557,668.95	558,812.06	04/15/2025	2.62	5.10	1,278.43	1,143.11	2,421.54
9128285T3	US TREASURY 2.625 12/31/25	550,000.00	533,366.31	534,072.67	12/31/2025	2.62	4.26	1,229.57	706.36	1,935.93
9128285T3	US TREASURY 2.625 12/31/25	200,000.00	192,397.91	192,720.74	12/31/2025	2.62	4.67	447.12	322.83	769.94
91282CEN7	US TREASURY 2.750 04/30/27	590,000.00	573,187.35	573,616.32	04/30/2027	2.75	3.68	1,381.80	428.96	1,810.76
91282CEN7	US TREASURY 2.750 04/30/27	200,000.00	194,991.33	195,119.12	04/30/2027	2.75	3.56	468.41	127.79	596.20
91282CFB2	US TREASURY 2.750 07/31/27	750,000.00	709,834.60	710,787.26	07/31/2027	2.75	4.39	1,738.05	952.66	2,690.71
9128284Z0	US TREASURY 2.750 08/31/25	350,000.00	350,066.88	350,063.47	08/31/2025	2.75	2.74	819.71	(3.41)	816.30
9128284Z0	US TREASURY 2.750 08/31/25	350,000.00	338,714.26	339,289.69	08/31/2025	2.75	4.81	819.71	575.42	1,395.14
9128284M9	US TREASURY 2.875 04/30/25	500,000.00	500,938.81	500,878.80	04/30/2025	2.88	2.73	1,224.24	(60.01)	1,164.24
9128284M9	US TREASURY 2.875 04/30/25	290,000.00	282,038.92	282,547.77	04/30/2025	2.88	5.05	710.06	508.85	1,218.91
9128284N7	US TREASURY 2.875 05/15/28	800,000.00	780,181.03	780,565.99	05/15/2028	2.88	3.50	1,958.79	384.95	2,343.75
91282CFH9	US TREASURY 3.125 08/31/27	460,000.00	454,050.09	454,187.95	08/31/2027	3.12	3.51	1,224.24	137.85	1,362.10
91282CEW7	US TREASURY 3.250 06/30/27	750,000.00	734,289.03	734,670.72	06/30/2027	3.25	3.91	2,075.89	381.69	2,457.59
91282CGH8	US TREASURY 3.500 01/31/28	800,000.00	791,321.27	791,501.72	01/31/2028	3.50	3.79	2,359.53	180.44	2,539.97
91282CHB0	US TREASURY 3.625 05/15/26	775,000.00	767,531.90	767,799.54	05/15/2026	3.62	4.06	2,392.60	267.64	2,660.24

Interest Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	ADJUSTED INTEREST EARNINGS
91282CJR3	US TREASURY 3.750 12/31/28	800,000.00	0.00	792,706.27	12/31/2028	3.75	3.96	1,648.35	81.27	1,729.62
91282CGU9	US TREASURY 3.875 03/31/25	775,000.00	762,550.88	763,399.07	03/31/2025	3.88	5.24	2,543.63	848.18	3,391.81
91282CFZ9	US TREASURY 3.875 11/30/27	765,000.00	765,643.76	765,629.79	11/30/2027	3.88	3.85	2,510.81	(13.97)	2,496.84
91282CGC9	US TREASURY 3.875 12/31/27	800,000.00	801,734.19	801,697.37	12/31/2027	3.88	3.81	2,640.11	(36.82)	2,603.29
91282CFM8	US TREASURY 4.125 09/30/27	750,000.00	756,172.79	756,032.91	09/30/2027	4.12	3.88	2,620.39	(139.88)	2,480.51
91282CFU0	US TREASURY 4.125 10/31/27	530,000.00	526,876.14	526,945.36	10/31/2027	4.12	4.30	1,861.92	69.22	1,931.14
91282CJA0	US TREASURY 4.625 09/30/28	440,000.00	436,611.40	436,671.98	09/30/2028	4.62	4.81	1,723.63	60.58	1,784.21
91282CHN4	US TREASURY 4.750 07/31/25	700,000.00	697,928.67	698,039.96	07/31/2025	4.75	4.95	2,801.94	111.28	2,913.23
TOTAL		55,622,271.81	54,270,436.64	54,500,613.93		2.64	3.79	121,058.07	52,673.95	173,732.03
GRAND TOTAL		55,622,271.81	54,270,436.64	54,500,613.93		2.64	3.79	121,058.07	52,673.95	173,732.03

Disclosure

Meeder provides monthly statements for its investment management clients to provide information about the investment portfolio. The information should not be used for audit or confirmation purposes. Please review your custodial statements and report any inaccuracies or discrepancies.

Certain information and data has been supplied by unaffiliated third parties. Although Meeder believes the information is reliable, it cannot warrant the accuracy of information offered by third parties. Market value may reflect prices received from pricing vendors when current market quotations are not available. Prices may not reflect firm bids or offers and may differ from the value at which the security can be sold.

Statements may include positions from unmanaged accounts provided for reporting purposes. Unmanaged accounts are managed directly by the client and are not included in the accounts managed by Meeder. This information is provided as a client convenience and Meeder assumes no responsibility for performance of these accounts or the accuracy of the data reported.

Investing involves risk. Past performance is no guarantee of future results. Debt and fixed income securities are subject to credit and interest rate risk. The investment return and principal value of an investment will fluctuate so that an investors shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data quoted.

Meeder Investment Management is the global brand for the Meeder group of affiliated companies. Investment advisory services are provided through Meeder Public Funds, Inc. Please contact us if you would like to receive a copy of our current ADV disclosure brochure or privacy policy.


meederpublicfunds.com | 866.633.3371



**City of North Las Vegas
Request for Proposal ("RFP")
RFP 2024-005 Cash and Investment Management Services**

**EXHIBIT "A"
PROPOSAL SUBMITTAL PAGE**

This Proposal is submitted in response to **RFP 2024-005 Cash and Investment Management Services** and constitutes an offer by this company to enter into a contract as described herein.

<u>Jason Click</u>	<u>Meeder Public Funds</u>	
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)	LEGAL NAME OF FIRM	
	<u>07/03/2024</u>	
AUTHORIZED SIGNATURE	DATE	
<u>President</u>	<u>614.760.2120</u>	<u>614.923.1145</u>
TITLE	TELEPHONE NUMBER	FAX NUMBER
<u>6125 Memorial Drive</u>		
ADDRESS OF FIRM		
<u>Dublin</u>	<u>Ohio</u>	<u>43017</u>
CITY	STATE	ZIP CODE
E-MAIL ADDRESS: <u>jclick@meederinvestment.com</u>		
CNLV-BUSINESS LICENSE NO: <u>BUS-000813-2024</u>		
<input checked="" type="checkbox"/> A COPY OF MY CNLV BUSINESS LICENSE IS ATTACHED		

FOR INFORMATIONAL PURPOSES ONLY

Is this firm a ESB, Minority, Women or Disabled Veteran Business Enterprise?

☒ No ☐ Yes If YES specify ☐ MBE ☐ WBE ☐ DVBE ☐ ESB

Has this firm been certified as a ESB, Minority, Women or Disabled Veteran Business Enterprise?

☒ No ☐ Yes If YES specify Certifying Agency _____

Please attach a copy of your certification.

BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

**MEEDER PUBLIC FUNDS, INC.
6125 MEMORIAL DR
DUBLIN, OH 89144**

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **BUS-000813-2024** Expiration Date: **03/31/2025**

Type of License: **BUSINESS**

Classification: **BUSINESS CONSULTANT**

Business Location: **MEEDER PUBLIC FUNDS, INC.
10655 W PARK RUN DR
LAS VEGAS, NV 89144**

Owner/Principal(s): **MEEDER PUBLIC FUNDS, INC.**

CITY OF
NORTH LAS VEGAS



Alfredo Melesio
Director of Land Development & Community
Services

This license is not transferable
POST IN A CONSPICUOUS PLACE

EXHIBIT "B"
FORM A
CERTIFICATE – DISCLOSURE OR OWNERSHIP/PRINCIPALS

1. DEFINITIONS

"City" means the City of North Las Vegas.

"City Council" means the governing body of the City of North Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of North Las Vegas.

"Principal" means, for each type of business organization the following: (a) sole proprietorship – the City of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. INSTRUCTIONS

The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

3. INCORPORATION

This Certificate shall be incorporated into the resulting Contract or agreement, if any, between the City and the Contracting entity. Upon execution of such Contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the Contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	Block 2 Description
Name Meeder Public Funds, Inc.	RFP 2024-005 Cash and Investment Management Services
Address 6125 Memorial Drive, Dublin, OH 43017	
Telephone 614.766.7000	
EIN or DUNS 34-1700641	

BLOCK 3	TYPE OF BUSINESS
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:	

EXHIBIT "B"
(CONTINUED)

FORM B

CERTIFICATE – DISCLOSURE OR OWNERSHIP/PRINCIPALS

CERTIFICATE-DISCLOSURE OR OWNERSHIP/PRINCIPALS (Continued)

BLOCK 4 DISCLOSURE OF OWNERSHIP AND PRINCIPALS

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Meeder Investment Management	6125 Memorial Drive, Dublin, OH 43017	614.766.7000
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 5 above. A description of such disclosure documents must be included below.

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate.

BLOCK 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Name

07/02/2024

Date

Subscribed and sworn to before me this 2nd day of

July, 2024
Tricia McDermott
Notary Public



EXHIBIT "C"

QUALIFICATIONS AND EXPERIENCE RESPONDENT

Name: Meeder Public Funds

1. Respondent shall provide a brief description of the Responder's qualifications, certifications, experience, and number of years in operation.

Meeder Public Funds, Inc. ("Meeder") is a registered investment adviser whose sole focus is providing investment consulting and advisory services to state and local governments. The firm was formed in 1990. We have individuals who have worked for and with Nevada entities and understand the complexities cities in Nevada face.

2. Provide three (3) examples of contracts similar in size and scope that have been completed in the past five (5) years. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.

Example Contract 1:

Company Name: City of Las Vegas, NV
Company Address: 495 S. Main St, Las Vegas, NV 89101
Point of Contact: Cory DeMille Phone Number: 702.229.6326
E-Mail Address: cdemille@lasvegasnevada.gov

Brief Description of Contract Scope:

Discretionary investment management, comprehensive reporting/reconciliation, compliance monitoring, credit analysis, cash flow modeling, market/economic updates, investment policy review, training and education, legislative assistance, investment income budgeting, and GASB reporting

Term of Contract (Base plus Option Years): Client since 2014 with extensions

Year of Base Contract Award: 2014 Year Contract Completed: N/A

Base Contract Amount: \$ AUM Fee Schedule Total Contract Amount (including all option years) \$ N/A

Did the contract contain a liquidated damages clause? ☒ YES ☐ NO

If yes, were damages assessed? ☐ YES ☒ NO If yes, what was the amount assessed? \$ _____

Please contact reference for fee as we will not disclose the fee for confidentiality.

EXHIBIT "C"

QUALIFICATIONS AND EXPERIENCE RESPONDENT
(CONTINUED)

Example Contract 2:

Company Name: Clark County, NV
Company Address: 500 S. Grand Central Parkway, Las Vegas, NV 89155
Point of Contact: Ken Diaz Phone Number: 702.455.6443
E-Mail Address: jdiaz@clarkcountynv.gov

Brief Description of Contract Scope:

Discretionary investment management, comprehensive reporting/reconciliation, compliance monitoring, credit analysis, cash flow modeling, market/economic updates, investment policy review, training and education, legislative assistance, investment income budgeting, GASB reporting, presentations to rating agencies, and banking cost analysis

Term of Contract (Base plus Option Years): Client since 2005

Year of Base Contract Award: 2005 Year Contract Completed: N/A

Base Contract Amount: \$ AUM Fee Schedule Total Contract Amount (including all option years) \$ N/A

Did the contract contain a liquidated damages clause? ☒ YES ☐ NO

If yes, were damages assessed? ☐ YES ☒ NO If yes, what was the amount assessed? \$ _____

Example Contract 3:

Company Name: Clark County School District, NV
Company Address: 4190 McLeod Drive, Las Vegas, NV 89121
Point of Contact: Lily Frey Phone Number: 702.799.5338 ext. 5402
E-Mail Address: sural@nv.ccsd.net

Brief Description of Contract Scope:

Discretionary investment management, comprehensive reporting/reconciliation (which includes reporting for the CCSD's secondary investment manager), compliance monitoring, credit analysis, cash flow modeling, market/economic updates, investment policy review, training and education, investment income budgeting, and GASB reporting

Term of Contract (Base plus Option Years): Client since 2019 with extensions

Year of Base Contract Award: 2019 Year Contract Completed: N/A

Base Contract Amount: \$ Flat Fee Total Contract Amount (including all option years) \$ N/A

Did the contract contain a liquidated damages clause? ☒ YES ☐ NO

If yes, were damages assessed? ☐ YES ☒ NO If yes, what was the amount assessed? \$ _____

Please contact reference for fee as we will not disclose the fee for confidentiality.

EXHIBIT "D"
AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS' COMPENSATION UNDER NRS 616B.627 AND NRS 617.210

In the State of Nevada, County of Clark, Jason Click, being duly sworn,
deposes and says:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of North Las Vegas will not be considered to be my employer or the employer of my employees, if any; and that the City of North Las Vegas is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

I, JASON CLICK, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this 2ND day of July, 20 24

Signature 

State of Ohio

County of Franklin

Signed and sworn to (or affirmed) before me on this 2nd day of July, 20 24,
by Jason Click (name of person making statement).

Notary Signature




EXHIBIT "E"
NON-COLLUSION AFFIDAVIT



CITY OF NORTH LAS VEGAS

Non-Collusion Affidavit

State of Ohio County of Franklin

Jason Click being first duly sworn deposes that:

- (1) He/She is the President of Meeder Public Funds, the Firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Firm nor any of its officers, partners, City, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of North Las Vegas or any person interested in the proposed Contract or agreement; and
- (5) The Proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Firm/team or any of its agents, representatives, City, employees, or parties including this affiant.

(Signed):

[Signature]
Title: PRESIDENT

Subscribed and sworn to before me this 2nd day of July 2024

[Signature]
Notary Public

My Commission expires: September 25, 2027



EXHIBIT "F"
WRITTEN CERTIFICATION




CITY OF NORTH LAS VEGAS

WRITTEN CERTIFICATION PURSUANT TO NRS 332.065(3)

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Respondent agrees and certifies that it does not currently boycott Israel and will not boycott Israel during any time in which it is entering into, or while in contract, with the City. If at any time after the signing of this certification, the Respondent decides to engage in a boycott of Israel, the Respondent must notify the City in writing.

<u>Jason Click</u>	<u>Meeder Public Funds</u>
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)	LEGAL NAME OF RESPONDENT
<u></u>	<u>07/03/2024</u>
AUTHORIZED SIGNATURE	DATE

President
TITLE

EXHIBIT "G"
Exceptions to North Las Vegas Services Agreement



CITY OF NORTH LAS VEGAS

Please provide an explanation to any and all exceptions on terms of the North Las Vegas Services Agreement.

We have provided a copy of our standard Terms of Service with Exhibit G to be included as an exhibit in the agreement.

We are currently insured by a premier cyber issuer, Everest Insurance, at a \$2M aggregate limit with no per-occurrence sub-limit. We understand that an aggregate/occurrence sub-limit policy structure is not common in the cyber insurance space. We are currently in the renewal cycle for cyber insurance and are exploring all options, including higher aggregate limits.



Terms of Service – Discretionary Accounts

Meeder Public Funds

The following Terms of Service are applicable to services offered by Meeder Public Funds, Inc. (“Meeder”) and shall be incorporated into any agreement for investment advisory services (“Agreement”).

1. **Appointment.** Client appoints Meeder as discretionary investment manager to invest, reinvest and manage the securities, cash and other assets of the Account subject to the investment guidelines (“Investment Guidelines”) provided by Client.

2. **Trading Authorization.** Client grants Meeder discretionary trading authority and appoints Meeder as agent and attorney-in-fact with respect to investments in the Account. Meeder may direct the purchase, sale, exchange, conversion, delivery or other acquisition or disposition of securities and other investments in the Account and act on behalf of Client in all other matters incidental to the handling of Account investments, all without prior consultation with Client.

3. **Custody.** Meeder shall not act as custodian for the Account or any portion of it. Custody and possession of Account assets shall be the sole obligation of the Account's separately appointed “qualified custodian.” (“Custodian”). Client acknowledges that it receives, or will receive from the Custodian, at least quarterly, an account statement that identifies the assets in the Account with the Custodian at the end of the period and that lists all transactions in the Account for the period.

4. **Investment Objectives and Restrictions.** Client may provide Meeder with written Investment Guidelines, setting forth the investment objectives and any specific investment restrictions or limitations which govern the Account. Meeder shall be entitled to rely on such guidelines, objectives and restrictions relating to the Account as it may receive from Client. It is Client's responsibility to inform Meeder in writing of any changes or modifications to these directions, which shall be given ten days in advance of any such change.

5. **Brokerage.** Meeder will generally use the execution services of such broker-dealers as it may select to effect transactions for the purchase and sale of securities and other investments in the Account. When selecting brokers through which transactions for Client accounts will be executed, Meeder's primary consideration will be the broker's ability to provide best execution of trades and Meeder may consider the quality and reliability of the brokerage services, trade price and commission, as well as research and other services provided by the broker-dealers. The responsibility to obtain best execution shall not be deemed to obligate Meeder to solicit competitive bids for each transaction. Client may direct that Meeder execute transactions through specific broker-dealers in connection with a discount brokerage or directed brokerage program established by Client. Client acknowledges that by directing brokerage to a particular broker-dealer it may forgo any benefits from savings on execution costs that Meeder may obtain for its other clients through volume discounts on aggregated orders and may pay higher commission rates than other clients of Meeder.

6. **Fees.** For the services provided in accordance with this Agreement, Client shall pay Meeder an annual fee (“Fee”) as follows: Fees are billed either ☐ monthly or ☐ quarterly in arrears as selected by Client. The Fee will be ☐ deducted directly from Client's Account or ☐ invoiced directly to Client, as selected by Client. Where Client has elected to have fees deducted Client authorizes the Custodian to deduct fees from the Account and pay them to Meeder. The account statements will reflect the fee amount withdrawn in any period. Client is responsible for notifying Meeder of any exceptions or objections to the amount billed within thirty days from the billing date.

7. **Promoter Arrangements.** Meeder accepts Clients referred through unaffiliated third parties (“Promoters”) and may pay cash compensation for the endorsement of Meeder's services, which provides the Promoter with an incentive to refer clients. Clients will not incur any additional fees for being referred to Meeder by a Promoter.

Clients that engage Meeder as their investment adviser as a result of a referral by a Promoter will receive a written Promoter disclosure statement describing the nature and terms of the arrangement, including the amount payable to the Promoter.

8. **Local Government Investment Pools.** Where appropriate, Meeder may recommend the use of local government investment pools in which Meeder or one of its affiliates earn advisory and/or administration fees. Assets placed in these pools are not included among eligible assets when calculating the investment advisory fee. Because Meeder or its affiliates receive fees in connection with programs we sponsor or recommend, use of these programs presents a conflict of interest.

9. **Third-Party Payments.** Meeder or its affiliates receive compensation from unaffiliated third parties for endorsing or recommending certain financial products to its clients. This arrangement presents a conflict of interest because it provides Meeder with an incentive to solicit and secure participation in the program. Asset based advisory fees are not charged for assets invested in products that pay indirect compensation to Meeder.

10. **Proxy Voting.** Meeder does not accept or assume authority to vote proxies for its public fund clients. Clients will receive their proxies or other solicitations directly from their Custodian. Client agrees that Meeder will not advise or act for Client in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held by the Account or the issuers of such securities.

11. **Electronic Delivery.** Client consents to electronic delivery of all documents from Meeder, including but not limited to a copy of the executed Agreement, statements, confirmations, Meeder's Form ADV Part 2 and amendments thereto, and other general communications delivered to Client's electronic mail address of record. Delivery of communications to Clients in this fashion will be deemed effective unless Meeder is notified otherwise. Client is responsible for maintaining an accurate and up to date email address and to ensure that Client at all times has the ability to receive communications directed in this manner.

12. **Confidentiality.** All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as otherwise required by law or as agreed to in writing by Client. Notwithstanding the foregoing, Client consents to the use of Client's name in sales and marketing material used by Meeder or its affiliates solely for the purpose of identifying the Client as an investment advisory client.

13. **Services to Other Clients.** Client understands that Meeder serves as investment adviser for other Clients and will continue to do so. Client also understands that Meeder, its personnel and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client. Meeder is not obligated to buy, sell or recommend for Client any security or other investment that Meeder or its Affiliated Persons may buy, sell or recommend for any other client or their own accounts.

14. **Meeder's Representations.** Meeder represents that it is a registered investment adviser under the Investment Advisers Act of 1940.

15. **Client's Representations.** Client represents and acknowledges that: (i) Client is the sole owner of the Account assets and has full power and authority to enter into this Agreement and to commit the assets to Meeder's management and supervision; (ii) that the person signing this Agreement on behalf of Client is authorized and empowered to establish accounts and commit the assets to Meeder's management and supervision on the entity's behalf; (iii) Client has received Meeder's current Form ADV, Part 2A and B; and (iv) Client has received a copy of Meeder's Privacy Policy.

CASH AND INVESTMENT MANAGEMENT SERVICES AGREEMENT

This Cash and Investment Management Services Agreement (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and [insert full legal name of Provider entity], a [insert entity type and state of origin] (“Provider”).

WITNESSETH:

WHEREAS, the City requires insurance cash and investment manager services, as more particularly described in the Cash and Investment Management Services Request for Proposal, RFP 2024-005 (“RFP”), attached hereto as Exhibit A (“Services”); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

SECTION ONE SCOPE OF SERVICES

1.1. Provider shall perform the Services in accordance with the RFP terms, incorporated herein and attached as Exhibit A, Services Provider’s response to the RFP dated [insert date], incorporated herein and attached as Exhibit B, and the terms, conditions, and covenants set forth in this Agreement. Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

1.2. Provider shall, at its own expense, comply at all times with all municipal, county, state, and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

SECTION TWO TERM

2.1. This Agreement shall commence on the Effective Date and will continue to be in effect for three (3) years (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager or her designee may extend the Term for up to two (2) additional one-year periods upon written notice to the Provider.

SECTION THREE COMPENSATION

3.1. Provider will provide the Services *[at the rate of OR in the amount of]* [\$], which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Provider's prices may not be increased during the Term. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is [] (\$). The total not to exceed amount of this Agreement is [] (\$). The Provider shall submit the original invoice via email to:

AccountsPayable@CityofNorthLasVegas.com

SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES

4.1. This Agreement may be terminated, in whole or in part, with or without cause, by the City, through its City Manager or her designee, upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

SECTION SIX INDEMNIFICATION

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

SECTION SEVEN INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION

8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion. The City may require each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property to submit to a background check performed by the City's Police Department ("Background Check"), and each employee, agent, or subcontractor must satisfactorily pass the Background Check, as determined by the City in its sole discretion, before or at any time during the performance of any of the Services under this Agreement. For this Agreement the City is requiring a Level 2 Background checks including County and Nationwide History Checks, Federal fingerprinting.

SECTION NINE INSURANCE

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

9.1.4. Professional Liability (errors and omissions): Insurance appropriate to the Provider's profession with limit no less than \$2,000,000.00 per occurrence or claim, \$4,000,000.00 aggregate.

9.1.5. Cyber Liability Insurance, with limits not less than \$3,000,000 per occurrence or claim, \$6,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include,

but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

9.1.6. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

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

9.1.7.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.1.7.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.1.7.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

9.1.7.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9.1.7.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

9.1.7.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase

coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

9.1.7.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.1.7.8. Claims Made Policies: If any of the required policies provide claims-made coverage:

9.1.7.8.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

9.1.7.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

9.1.7.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

9.1.8. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9.1.9. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION TEN NOTICES

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City:	City of North Las Vegas
	Attention: Joy Yoshida
	2250 Las Vegas Blvd., North, Suite 820

North Las Vegas, NV 89030
Phone: 702-633-1745

To Provider:

[REDACTED]
Attention: [REDACTED]
[REDACTED]
[REDACTED]
Phone: [REDACTED]

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

SECTION ELEVEN SAFETY

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION TWELVE ENTIRE AGREEMENT

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

SECTION THIRTEEN MISCELLANEOUS

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

13.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a “Public Record” open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys’ fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

13.18. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

13.19. Attorneys’ Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys’ fees, as determined by the court, including without limitation, fees for the services of the City Attorney’s Office. This Section 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,
a Nevada municipal corporation

[REDACTED],
a [REDACTED]

By: _____
Pamela A. Goynes-Brown, Mayor

By: _____
Name: _____
Title: _____

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to form:

By: _____
Andy Moore, Acting City Attorney



Privacy Policy



MEEDER
PUBLIC FUNDS

Privacy Policy

Meeder Investment Management and the Meeder Funds are committed to maintaining the financial privacy of our current, former and prospective customers. This policy explains how we protect the security and confidentiality of our customer's information.

PERSONAL INFORMATION WE COLLECT

We may collect information about Meeder customers from a variety of sources, including:

- » Information provided by you or your representative on applications or forms, such as your name, address, date of birth, social security number and investment objectives;
- » Information about the transactions in your account, such as your account balance and transaction history; and
- » Information we obtain from third parties regarding you, to verify your identity or transfer your account.

INFORMATION WE SHARE WITH OUR AFFILIATES

Our affiliates are financial service providers that offer transfer agency, customer accounting, customer servicing, investment advisory, and other financial services. We share information with our affiliates to service your account. In addition, we may also share information with our affiliates to alert you to other products or services offered by Meeder to the extent provided by law. Information collected from customers whose accounts are opened through investment professionals is not shared with Meeder affiliates for marketing purposes.

INFORMATION WE SHARE WITH THIRD PARTIES

On occasion, we share information we collect about you with unaffiliated third parties to perform services in connection with your account, such as processing transactions, preparing and mailing account statements, and other forms of customer servicing. Information provided to third parties may not be used for any other purpose and Meeder does not permit unaffiliated third parties to use customer information to market their products or services.

HOW WE PROTECT INFORMATION ABOUT YOU

We maintain policies, and require all unaffiliated third parties to maintain policies, to safeguard customer information. We restrict access to nonpublic personal information about you to those persons who need to know that information in order to provide products and services to you. We also maintain physical, electronic, and procedural safeguards to guard your nonpublic personal information.

WHO THIS POLICY APPLIES TO

This policy applies to customers who open relationships directly with Meeder. It applies to Meeder Funds and Meeder's affiliated companies, including Meeder Asset Management, Meeder Advisory Services, Meeder Public Funds, Meeder Distribution Services and Mutual Funds Service Company.

QUESTIONS

Contact us at 800-325-3539 or visit us online at www.meederinvestment.com



Form ADV Part 2A



MEEDER
PUBLIC FUNDS



Meeder Public Funds, Inc.

ADVISORY SERVICES BROCHURE FORM ADV PART 2A

6125 Memorial Drive
Dublin, Ohio 43017
(800) 325-3539
www.meederinvestment.com

March 28, 2024

This brochure provides information about the qualifications and business practices of Meeder Public Funds, Inc. If you have any questions about the contents of this brochure, please contact us at the telephone number listed above. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority. Meeder Public Funds, Inc. is registered with the SEC as an investment adviser; however, registration does not imply any level of skill or training.

Additional information about Meeder Advisory Services, Inc. is also available on the SEC's website at **www.adviserinfo.sec.gov**.

ITEM 2 – MATERIAL CHANGES

This brochure is updated annually and whenever any information in the brochure becomes materially inaccurate. Annually the adviser provides clients with a copy of the updated brochure or a summary of material changes made since the last annual update. This section describes material updates and changes made to this ADV disclosure brochure since the last annual amendment dated March 31, 2023.

- **Item 4 - Advisory Business.** This section was updated to describe various forms of consulting services offered by the adviser.
- **Item 5 - Fees and Compensation.** This section was updated to clarify minimum fee handling and asset valuation for billing purposes.
- **Item 12 - Brokerage Practices.** This section was expanded to further describe the firm's aggregation and allocation practices.
- **Item 15 - Custody.** This section was expanded to describe the adviser's instances with which the adviser is deemed to have custody and the related responsibilities for such programs.

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ITEM 4 – ADVISORY BUSINESS

Meeder Investment Management, Inc. (“MIM”) offers a complete range of equity, fixed income and cash management investment solutions through its wholly owned SEC registered investment advisers: Meeder Public Funds, Inc. (“MPF”), Meeder Asset Management, Inc. (“MAM”), and Meeder Advisory Services, Inc. (“MAS”). MIM’s principal owners are Robert Meeder, Jr. and Robert Meeder, Sr. All affiliates of MIM are located at 6125 Memorial Drive, Dublin, Ohio 43017 and share employees.

Meeder Public Funds, Inc. provides professional investment advisory and administrative services to state and local public funds managers utilizing a variety of fixed income portfolio solutions. The firm was established in 1990 and changed its name to Meeder Public Funds, Inc. in 2015.

As of December 31, 2023, MPF’s regulatory assets under management were \$54,569,476,420, of which \$39,790,915,961 was managed on a discretionary basis and \$14,778,560,459 was managed on a non-discretionary basis.

Investment Advisory Services

MPF provides a variety of investment advisory services to state and local governments, including counties, cities, school districts, villages, townships, universities, special districts, libraries, state agencies and local government investment pools (“Public Clients”). Investment advisory services not only include management of assets on a discretionary or non-discretionary basis but may also include assets as to which MPF provides advice or consultation but does not have the authority to make decisions and execute trades.

SEPARATELY MANAGED ACCOUNTS

MPF provides separately managed account services to Public Clients on a discretionary or non-discretionary basis. MPF provides Public Clients with investment advice limited to the purchase or sale of fixed income securities, including U.S. Government securities, agencies, commercial paper, banker’s acceptances, corporate bonds, municipal debt, bank deposits, and money market funds. MPF may also recommend a local government investment pool

or other bank deposit programs or products for a Public Client’s cash management needs.

MPF tailors its services to its Public Clients, utilizing investments permissible under the applicable state investment code and the Public Client’s investment policy. At the outset of each relationship, MPF will evaluate the Public Client’s needs, objectives and the terms of any existing investment policy statement. MPF will develop a portfolio around the Public Client’s objectives, investment policy, and the terms of the applicable state investment code. Subject to MPF approval, Public Clients may impose reasonable restrictions on the types or quantities of securities held in a client’s account.

CONSULTING SERVICES

MPF offers non-discretionary consulting services to Public Clients, including provision of general portfolio management assistance; investment research and credit analysis; evaluation of existing investment portfolios and performance; review of cash management procedures; cash flow analysis and allocation advice; development of internal controls and procedures; review and revision of investment policy statements; assessment of existing banking, brokerage or custodial relationships; development of requests for proposals for new banking, brokerage or custodial relationships; and educational programs designed to meet instructional requirements under state law. Consulting services are sometimes offered along with separately managed account services but may be offered separately. Each Consulting Relationship is designed around the needs of the consulting client. MPF may not receive compensation for advice provided in connection with consulting services or may receive compensation in connection with other assets managed by the firm.

LOCAL GOVERNMENT INVESTMENT POOLS

MPF provides discretionary investment advisory services to Local Government Investment Pools (“LGIP”) available to counties, cities, school districts and other government entities. These investment vehicles combine funds contributed by participating entities and invest in securities permitted under the applicable state investment code and the written guidelines for each LGIP.

MPF or its affiliates may also provide other services to LGIP clients, including administrative, transfer agency and fund accounting services.

ITEM 5 – FEES AND COMPENSATION

The fees charged by MPF for its advisory services are typically based on a percentage of eligible assets under management. Fees are negotiable and may vary depending on a variety of factors, including the types of investments permitted, the size of the portfolio, the relationship with the client, and specific service requirements for a given account.

Standard Fee Schedule

ADVISORY SERVICES	
Assets (\$)	Fee %
Up to \$25,000,000	0.15%
\$25,000,000 - \$50,000,000	0.12%
\$50,000,000 - \$100,000,000	0.09%
Over \$100,000,000	0.06%

The fees shown are annual fees and may be negotiable depending on various factors, including the type and size of the account, services offered, and relationship to other accounts. For some clients, MPF also offers advisory services on a flat fee arrangement. Asset based advisory fees may be subject to an annual minimum fee prorated based on billing cycle and payable for each billing period and in which assets do not meet the stated minimum, inclusive of any fee discounts and credits. Consulting and educational services may be provided under asset based, hourly or flat fee arrangements that vary depending upon the scope of the engagement.

Typically, advisory fees are calculated and billed monthly in arrears based on the value of the eligible assets at the end of the billing period, including cash held for investment and accrued interest, but the method of payment is subject to negotiation and quarterly billing arrangements are available. Eligible account assets are priced by MPF at fair market value using its customary methods, which include reliance on prices

provided by third parties. MPF does not require its clients to pay fees in advance and accounts initiated or terminated during a billing period will be charged a prorated fee. Public Clients may authorize their custodian to directly debit the fee from assets held in the custodial account or elect to be billed by invoice.

Other Fees and Expenses

Public Clients may pay other expenses in addition to the fees paid to MPF, including brokerage commissions, transaction fees, custodial fees, transfer taxes, wire transfer fees, and other fees and taxes charged to brokerage accounts and securities transactions. Money market funds, bank deposit programs and local government investment pools also charge internal management fees which are disclosed in a fund's prospectus or publicly available documentation and financial reports. Item 12 of this brochure provides additional information about MPF's brokerage practices.

Representative Compensation

MPF representatives typically earn a salary, plus year-end bonus dependent on a series of factors including firm profitability and each individual's achievement. Some MPF representatives also earn a portion of the advisory fee paid to MPF for the services offered in the account. Compensation varies depending on the program, the representative's overall revenue and any discounts offered. Our investment advisory representatives are paid on the same schedule regardless of the product offered and have no financial incentive to recommend one product over another.

ITEM 6 – PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

MPF does not charge performance-based fees.

ITEM 7 – TYPES OF CLIENTS

MPF offers discretionary and non-discretionary fixed income investment advisory services to Public Clients, including counties, cities, school districts, villages, townships, universities, special districts, libraries, state agencies and local government investment pools.

ITEM 8 – METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

As an institutional fixed income manager, MPF's primary investment objectives are to provide safety of principal and liquidity appropriate to each Public Client's cash flow needs while maximizing yield. MPF tailors its advice to each Public Client, utilizing all investments permissible under the applicable state investment code and the Public Client's investment policy.

Methods of Analysis and Investment Strategies

MPF uses a combination of quantitative and qualitative methods of analysis to develop investment strategies for its Public Clients. Each recommended portfolio strategy includes duration and asset allocation targets for securities in the portfolio. Portfolios are constructed and positioned to enhance performance through duration management as deemed appropriate for the anticipated interest rate environment.

MPF utilizes proprietary models designed to evaluate the direction of intermediate-term interest rates and select an overall duration target for a Public Client's portfolio. Short-term interest rate models are also utilized to structure purchases within the portfolios, helping to identify opportunities within the marketplace to maximize interest income for our clients.

Within each available asset class, MPF relies on a disciplined qualitative approach to select fixed income securities for Public Client portfolios. Considering credit risk and other fundamental factors, MPF selects securities and issuers expected to optimize return potential within the applicable investment guidelines and restrictions.

MPF regularly reviews and analyzes portfolio allocation and securities selection for its clients in light of current market conditions. When making changes to portfolios, MPF considers the impact on cash flows, average duration of the portfolio, and the portfolio's investment return over time. MPF monitors its portfolios for portfolio risk and makes changes where equivalent earnings can be obtained with less risk.

Summary of Material Risks

Investing in securities involves risk of loss. Although MPF manages assets in a manner consistent with its Public Clients' stated risk tolerance, portfolios may not produce the expected returns, may lose value, or may underperform other portfolios with similar investment objectives. Material risks associated with investing in fixed income securities include:

Call Risk. Some fixed income securities are subject to the risk that an issuer will exercise a right to redeem the security earlier than expected, often in response to declining interest rates or improvements in issuer credit quality. If an issuer calls a security held by a client, the client may not recoup the full amount of the initial investment or realize the anticipated earnings from the investment, resulting in reinvestment in lower-yielding securities.

Credit Risk. Corporate debt and other fixed income securities are subject to the risk that the issuer will be unable to meet principal and interest payments on the obligation. A decline in the credit quality of a fixed income investment, held directly or inside a fund or investment pool, could cause a loss in value. When interest rates rise, the value of corporate debt securities typically declines. Changes in interest rates, economic conditions and default expectations can impact the value of fixed income securities.

Cybersecurity Risk. Cybersecurity breaches may allow an unauthorized party to gain access to MPF's proprietary information or customer data or cause MPF or its service providers to suffer data corruption or lose operational functionality. Although MPF has established cybersecurity and data protection protocols, there is no guarantee that these efforts will succeed or that a third-party service provider or issuer will not suffer a cybersecurity breach and related loss.

Government, Political and Regulatory Risk. Legislative and regulatory action by the U.S., the Federal Reserve and other governments can impair the value of securities held in an account or the ability of MPF to carry out a strategy.

Interest Rate Risk. Fixed income securities will increase or decrease in value based on changes in interest rates. If rates increase, the value of fixed income investments will generally decline.

On the other hand, if rates fall, the value of the fixed income investments generally increases. The market value of debt securities (including U.S. Government securities) with longer maturities is likely to respond to changes in interest rates to a greater degree than the market value of fixed income securities with shorter maturities.

Liquidity Risk. The liquidity of fixed income securities can be dependent upon the level of demand for the security, the willingness and ability of intermediaries to make a market for the security, and the level of interest from other investors to purchase the security. In times of economic and market stress, MPF may not be able to sell securities at a time and price that is most favorable to the client. In addition, bank certificates of deposit are non-negotiable and principal loss may occur if a client elects to sell the certificate before it matures.

Market Risk. The value of securities held in an account may decline due to general market conditions or other factors, including those directly involving the issuers of such securities. Securities markets may decline significantly in response to adverse issuer, regulatory, political, or economic developments. Unexpected local, regional or global events and their aftermath, such as war; acts of terrorism; financial, political or social disruptions; natural, environmental or man-made disasters; epidemics, pandemics and other public health crises; recessions and depressions; or other tragedies, catastrophes and events could have a significant impact on investments held in accounts or portfolios.

Quantitative Analysis Risk. MPF relies on quantitative data supplied by third parties to evaluate investments and construct optimal portfolios. In the event this data is inaccurate or incomplete, investment decisions may be compromised. If future market environments do not reflect the assumptions made in our quantitative models, quantitative investment strategies may not be successful.

ITEM 9 – DISCIPLINARY INFORMATION

We are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of us or the integrity of our management. MPF has no reportable disclosures.

ITEM 10 – OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

MPF is a wholly owned subsidiary of MIM. Other wholly owned subsidiaries of MIM include MAM, MAS, Meeder Distribution Services, Inc. (“MDS”), Mutual Funds Service Company (“MFSCo”) and Meeder Insurance Services, LLC. In some cases, these affiliate arrangements create a potential conflict of interest between MPF and the client. These conflicts of interest are discussed in more detail in Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

MAM is a registered investment adviser that serves as the investment adviser for the Meeder Funds. In addition, MAM provides investment advisory services to individuals, corporations, institutional entities, public entities, retirement plans and their participants.

MAS is a registered investment adviser that offers investment strategist and portfolio management services to independent broker-dealers, investment advisers, and other financial intermediaries. In addition, MAS provides investment management services to retirement plans and their participants.

MDS is a limited purpose broker-dealer and FINRA member firm which serves as the principal distributor of the Meeder Funds. MDS does not hold client accounts or execute trades for MIM affiliates.

MFSCo provides shareholder, transfer agent and dividend distribution services for the Meeder Funds and local government investment pools. Acting as the administrator for Meeder Funds, MFSCo also enters into selling agreements with unaffiliated broker-dealers and financial intermediaries to distribute and provide other services in connection with the sale of fund shares.

Meeder Insurance Services, LLC, is a licensed insurance agency. Some Meeder representatives are licensed insurance agents or representatives of Meeder Insurance Services who may recommend the purchase of certain insurance products. Insurance products are offered on a commission basis.

ITEM 11 – CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

Code of Ethics

MPF has adopted a Code of Ethics that complies with Rule 17j-1 of the Investment Company Act of 1940 and Rule 204A-1 of the Investment Advisers Act of 1940. The Code sets forth fiduciary standards that govern the conduct of directors, officers and employees who have access to client information. The Code incorporates the firm's outside employment, political contribution, and gift policies. Personnel subject to the Code must acknowledge their compliance with the Code and applicable securities laws and report any violations of the Code with which they become aware to the firm's Chief Compliance Officer. A copy of the Code is available to prospective and current clients upon request.

Personal Trading Policies

Directors, officers and employees of MPF and its affiliates may take positions in securities owned by the firm's clients, which may pose a potential conflict of interest. The firm has implemented policies designed to detect and mitigate such conflicts of interest, including prohibitions on unacceptable trading activities, such as front running, short-swing trading and insider trading. Directors, officers and employees who recommend securities or have access to non-public information are prohibited from trading materially in reportable securities recommended to clients in close proximity to the client's transaction.

Employees having access to this information must also make periodic reports of their securities accounts and transactions in reportable securities.

Participation or Interest in Client Transactions

Where appropriate, MPF may recommend or endorse the use of local government investment pools to its Public Clients for cash management purposes. Assets placed in a local government investment pool in which MPF or one of its affiliates earns advisory or administration fees are not included among eligible assets when calculating the advisory fee charged by MPF.

Because MPF or its affiliates receive fees in connection with some programs we sponsor or recommend, use of these programs presents a conflict of interest. To mitigate this conflict, MPF fully discloses this relationship and the terms and conditions of each program to its Public Clients before recommending a local government investment pool to which it provides services.

ITEM 12 – BROKERAGE PRACTICES

Selection of Broker-Dealers for Client Transactions

MPF trades with a list of local and nationally recognized broker-dealers that have been selected by MPF based on their reputation, competitive pricing, and trade execution. MPF's goal when selecting a particular broker or dealer is to obtain the best price and trade execution for our Public Clients. When selecting broker-dealers, MPF does not consider whether MPF or an affiliate receives Public Client referrals from the broker-dealer.

Public Clients may direct MPF to execute transactions through specific broker-dealers selected by the Public Client. When selecting this option, the Public Client may forgo any benefits from savings on execution costs that MPF may obtain for its other clients through volume discounts on aggregated orders and may pay higher commission rates than other clients of MPF.

Directed Brokerage and Soft Dollar Arrangements

MPF does not engage in directed brokerage or soft dollar arrangements, including markups or markdowns in order to obtain research or any other product or service from any broker-dealer.

Trade Aggregation

MPF may elect to aggregate contemporaneous trades for the purchase or sale of securities across multiple client accounts. Aggregation of trades enables MPF to obtain more efficient execution and better pricing than would otherwise be available if orders were not aggregated. Where the amount of securities available at a particular price and time does not satisfy the needs of all clients participating in the

transaction, MPF will follow its trade allocation policy, which is designed to ensure that securities allocations are made in a fair and equitable manner.

When aggregating trades, MPF typically informs the broker-dealer or custodian of the specific par amounts purchased for each client and directs the broker-dealer or custodian to deliver the specific par amounts to the clients to their respective custodial accounts versus payment. Each client participating in the aggregated transaction receives the same price and participation in such trade on a pro-rata basis. When allocating trades, MPF may increase or decrease the amount of securities allocated to a client if necessary to take investment restrictions into account, avoid undesirable position size, or satisfy other client preferences.

Trades in substantially similar investment opportunities may not be aggregated and may be allocated non-proportionally to client accounts based on a series of suitability and other factors, including investment objectives, client specific investment guidelines, cash or liquidity needs, minimum and maximum position sizes and the availability of similar investment opportunities. Individual portfolio managers exercise discretion to trade accounts and strategies at different times and the order of trading is determined by several factors including client needs, market conditions, and the terms and quantity of available investment opportunities.

Trade Error Policy

MPF has established a trade error policy to address instances in which MPF makes an error when ordering, executing or settling securities transactions for a client account. In the event a trading error is caused by the action or inaction of MPF, MPF will correct the error so that the client is returned to the same economic position it would have been in had the error not occurred. If the error or trading delay was caused by a third-party broker-dealer, custodian or adviser, MPF may in its discretion reimburse the client in whole or in part for the loss but is not required to do so.

MPF will reimburse clients for losses resulting from an MPF error in the client's account. If an erroneous trade settles in a client account and results in a gain, the client will retain the resulting

gain unless the client elects to decline it. When calculating trading losses, MPF does not net gains and losses between clients or between investments in an affected account except in connection with corrections approved by the client.

MPF may establish error accounts with certain brokers for the sole purpose of correcting trade errors. Any securities acquired by such an account for purposes of correcting a trade error are promptly disposed of. The firm does not maintain an error account balance or utilize brokerage commissions or other client funds to correct or resolve trade errors. All trade errors and related calculations are documented and reported to the compliance department.

ITEM 13 – REVIEW OF ACCOUNTS

MPF generally performs a daily review of transactions in Public Client accounts and portfolios are generally reviewed at least monthly. In addition, Public Client portfolio reviews may be conducted in response to changes in market conditions or changes to client situations. Generally, the assigned portfolio manager performs account reviews in coordination with the portfolio management team.

On a monthly or quarterly basis depending on client needs, MPF generally provides Public Clients with written periodic investment reports summarizing holdings information. In addition, MPF may provide additional forms of reporting to Public Clients as agreed by MPF and the client. Public Clients also receive a summary statement from their qualified custodian or safekeeping agent at least quarterly.

ITEM 14 – CLIENT REFERRALS AND OTHER COMPENSATION

MPF may pay referral fees, known as promoter payments, to unaffiliated third-party broker-dealers, investment advisers and other persons who refer clients to MPF or endorse our services. Promoters are not employees or current clients of the firm. Under these agreements, MPF or one of its affiliated advisers pays a fee collected from the Public Client to the referring promoter. Annual fees payable to promoters are negotiable and may be based on a percentage of the client fee or the value of the client's account. The

arrangement provides promoters with an incentive to refer clients and secure their participation in the program. Each promoter who recommends or endorses our services is required to provide the prospective client with full disclosure of the promoter's relationship with MPF and the material terms of the compensation arrangement.

MPF or its affiliates have also entered into written agreements with unaffiliated investment advisers whereby MPF recommends or endorses that firm's investment advisory services to its clients. MPF or its affiliate receives a portion of the fees charged by the unaffiliated investment adviser in return for referring the account. Annual fees payable under such arrangements are negotiable and may be based on a percentage of the client fee or the value of the client's account. This arrangement presents a conflict of interest because it provides MPF with an incentive to solicit and secure participation in the program. Under each such arrangement, MPF is required to provide prospective clients with full disclosure of MPF's relationship with the recommended firm and the material terms of the compensation arrangement.

MPF and its affiliates offer several bank deposit programs to clients, both directly and in affiliation with third parties. In some programs, MPF's affiliates receive payments from third parties for introducing new clients or depository institutions to the program. Our affiliates also sometimes make payments to third parties that introduce MPF to new clients or depository institutions. These arrangements are described more fully in the program materials for each such program. These arrangements present a conflict of interest because we earn fees from these programs that would not be earned in unaffiliated cash sweep programs or money market funds. We mitigate this conflict through full disclosure of the program terms and compensation arrangements.

ITEM 15 – CUSTODY

MPF will not assume physical custody of client funds or securities. All separately managed account client funds and securities are maintained with a qualified custodian in a separate account for each client under each client's name. For each client account, the qualified custodian provides regular statements

to each client. In addition, MPF produces and delivers quarterly statements to its clients as a client service. In some cases, MPF reports will vary from custodial statements based on accounting, valuation or pricing variances. Clients are encouraged to review carefully and compare the custodial records to the account statements provided by MPF.

In some cases, MPF is deemed to have custody of client funds due to its ability under the client agreement to calculate and directly debit client accounts for investment advisory fees. In other cases, MPF is deemed to have custody of LGIP programs administered by our affiliate and accounts of advisory clients that hold positions in those programs. LGIP program investors receive audited financial statements for the pool within 120 of the program's fiscal year end. For individual clients invested in such programs, MPF has implemented policies and procedures intended to annually verify the location of client funds and securities held for the benefit of MPF's clients in these programs.

ITEM 16 – INVESTMENT DISCRETION

MPF will manage Public Client assets on a discretionary or non-discretionary basis. Under either circumstance, MPF will observe limitations and restrictions that are outlined in each Public Client's investment policy agreement or restrictions imposed by state laws or regulations. Investment guidelines and restrictions must be provided to MPF in writing.

For non-discretionary Public Clients, MPF will make recommendations that must be authorized by the Public Client prior to execution of the transaction. For discretionary Public Clients, securities will be purchased and sold for the account without obtaining prior approval for the security selected, the quantity of securities bought or sold, or the broker-dealer used to execute each transaction. Authorization for discretionary management is obtained through a signed investment management agreement. Discretionary management of accounts is undertaken in accordance with the applicable state investment code and the Public Client's investment policy.

ITEM 17 – VOTING CLIENT SECURITIES

MPF does not accept or have the authority to vote Public Client securities. Public Clients will receive their proxies or other solicitations directly from their custodian or transfer agent. Public Clients may contact MPF if they have questions regarding a particular solicitation, but MPF will not be deemed to have proxy voting authority solely as a result of providing advice or information about a particular proxy vote to a client.

MPF will neither advise nor act on behalf of clients in legal proceedings involving companies whose securities are held in a client's account, including the filing of "proofs of claim" in connection with class action settlements. Clients may elect to direct MPF to send copies of class action notices directly to them or to a third-party. When so directed, MPF will make commercially reasonable efforts to forward such notices in a timely manner.

ITEM 18 – FINANCIAL INFORMATION

MPF has no financial commitments that impair its ability to meet contractual and fiduciary commitments to its clients and has not been subject to a bankruptcy proceeding.



Form ADV Part 2B



Meeder Public Funds, Inc.

FORM ADV PART 2B BROCHURE SUPPLEMENT

March 28, 2024

6125 Memorial Drive
Dublin, Ohio 43017
(614)766-7000
(866) 633-3371
www.meederinvestment.com

This brochure supplement provides information about the team of advisers that provide services to your account and supplements the ADV Part 2A Brochure for the Registered Investment Adviser, Meeder Asset Management, Inc. You should have received a copy of that brochure. Please contact your Advisor or Meeder Asset Management, Inc. if you did not receive a copy of Meeder's ADV Brochure or if you have any questions about the contents of this supplement.

Additional information about the Advisers in this Supplement is available on the SEC's website at **www.adviserinfo.gov**.



Investment Team

6125 Memorial Drive, Dublin, Ohio 43017 | (614) 766-7000 | www.meederinvestment.com

Jason Click (b. 1977), President

Educational Background

The Ohio State University, B.S. Business Administration

Business Experience

04/2009 – Present Meeder Investment Management, President

Professional Designations

Certified Financial Planner – CFP®

Disciplinary Information

The Adviser has no legal or disciplinary events to disclose.

Other Investment-Related Business Activities

The Adviser is a licensed insurance agent. In this capacity, the Adviser can sell insurance products to clients and receive normal and customary commission compensation, including trailing payments. Recommendations to purchase insurance products that pay commissions present a conflict of interest because the Adviser has an incentive to recommend products based on the compensation received. Clients are under no obligation to purchase insurance products through the Adviser.

The Adviser is a dually licensed investment adviser representative of Summit Financial, LLC, which offers a financial services partnership for Meeder Wealth Clients.

Other Business Activities

The Adviser has no other business activities to disclose.

Additional Compensation

The Adviser has no additional compensation to disclose.

Supervision

The Firm has also implemented policies and procedures reasonably designed to detect or prevent inappropriate conduct. The supervisor meets regularly with the Adviser to review and monitor his activities and client recommendations.

Supervisor: Bob Meeder

Telephone: (614) 766-7000



Investment Team

6125 Memorial Drive, Dublin, Ohio 43017 | (614) 766-7000 | www.meederinvestment.com

Jason Headings (b. 1982), Senior Vice President

Educational Background

Miami University, B.A., Finance & Marketing

Business Experience

02/2006 – Present Meeder Investment Management, Senior Vice President

Professional Designations

Chartered Market Technician – CMT®

Disciplinary Information

The Adviser has no legal or disciplinary events to disclose.

Other Investment-Related Business Activities

The Adviser has no other investment-related business activities to disclose.

Other Business Activities

The Adviser has no other business activities to disclose.

Additional Compensation

The Adviser has no additional compensation to disclose.

Supervision

The Firm has also implemented policies and procedures reasonably designed to detect or prevent inappropriate conduct. The supervisor meets regularly with the Adviser to review and monitor his activities and client recommendations.

Supervisor: Jason Click

Telephone: (614) 766-7000



Investment Team

6125 Memorial Drive, Dublin, Ohio 43017 | (614) 766-7000 | www.meederinvestment.com

Rick Phillips (b. 1963), Senior Vice President & Chief Investment Strategist

Educational Background

Brigham Young University, B.S., Finance

University of Utah, M.B.A., Business Administration

Business Experience

12/2023 – Present Meeder Investment Management, Sr. Vice President & Chief Investment Strategist

02/2012 – 12/2023 FHN Financial Main Street Advisors, President & Chief Investment Officer

Professional Designations

Certified Cash Manager – CCM®

Disciplinary Information

The Adviser has no legal or disciplinary events to disclose.

Other Investment-Related Business Activities

The Adviser has no other investment-related business activities to disclose.

Other Business Activities

The Adviser has no other business activities to disclose.

Additional Compensation

The Adviser has no additional compensation to disclose.

Supervision

The Firm has also implemented policies and procedures reasonably designed to detect or prevent inappropriate conduct. The supervisor meets regularly with the Adviser to review and monitor his activities and client recommendations.

Supervisor: Jason Click

Telephone: (614) 766-7000

Investment Team

6125 Memorial Drive, Dublin, Ohio 43017 | (614) 766-7000 | www.meederinvestment.com

Jonathan Azoff (b. 1985), Senior Vice President

Educational Background

Tulane University, B.A. Political Economy
Emory University School of Law, J.D.
St. John's University School of Law, L.L.M. in Bankruptcy
Indiana University, M.S. in Finance

Business Experience

07/2023 – Present Meeder Investment Management, Senior Vice President
02/2019 – 07/2023 Ohio Treasurer of State, Chief of Finance & Senior Counsel

Certification

Certified Treasury Professional - CTP®

Disciplinary Information

The Adviser has no legal or disciplinary events to disclose.

Other Investment-Related Business Activities

The Adviser has no other investment-related business activities to disclose.

Other Business Activities

The Adviser has no other business activities to disclose.

Additional Compensation

The Adviser has no additional compensation to disclose.

Supervision

The Firm has also implemented policies and procedures reasonably designed to detect or prevent inappropriate conduct. The supervisor meets regularly with the Adviser to review and monitor his or her activities and client recommendations.

Supervisor: Jason Click
Telephone: (614) 760-2120



Investment Team

6125 Memorial Drive, Dublin, Ohio 43017 | (614) 766-7000 | www.meederinvestment.com

Gregory Balls (b. 1979), Director, Advisory Services

Educational Background

Utah State University, B.S., Economics and Finance

Business Experience

12/2023 – Present Meeder Investment Management, Director, Advisory Services
02/2022 – 12/2023 FHN Financial Main Street Advisors, Assistant Chief Investment Officer
06/2014 – 02/2022 FHN Financial Main Street Advisors, Portfolio Manager & Analyst

Professional Designations

Chartered Financial Analyst – CFA®

Disciplinary Information

The Adviser has no legal or disciplinary events to disclose.

Other Investment-Related Business Activities

The Adviser has no other investment-related business activities to disclose.

Other Business Activities

The Adviser has no other business activities to disclose.

Additional Compensation

The Adviser has no additional compensation to disclose.

Supervision

The Firm has also implemented policies and procedures reasonably designed to detect or prevent inappropriate conduct. The supervisor meets regularly with the Adviser to review and monitor his activities and client recommendations.

Supervisor: Jason Headings
Telephone: (614) 766-7000

Investment Team

6125 Memorial Drive, Dublin, Ohio 43017 | (614) 766-7000 | www.meederinvestment.com

Barry Baughier (b. 1974), Director, Advisory Services

Educational Background

Texas A&M, B.B.A, Business Administration and Management
Texas A&M, M.B.A., Business Administration

Business Experience

12/2022 – Present Meeder Investment Management, Director, Advisory Services
09/2022 – 12/2022 Deep Blue Investment Advisors, Director
02/2020 – 09/2021 PFM Fund Distributors, Inc., Director
03/2009 – 02/2020 PFM Fund Distributors, Inc., Senior Managing Consultant

Disciplinary Information

The Adviser has no legal or disciplinary events to disclose.

Other Investment-Related Business Activities

The Adviser has no other investment-related business activities to disclose.

Other Business Activities

The Adviser has no other business activities to disclose.

Additional Compensation

The Adviser has no additional compensation to disclose.

Supervision

The Firm has also implemented policies and procedures reasonably designed to detect or prevent inappropriate conduct. The supervisor meets regularly with the Adviser to review and monitor his activities and client recommendations.

Supervisor: Jason Headings
Telephone: (614) 766-7000



Investment Team

6125 Memorial Drive, Dublin, Ohio 43017 | (614) 766-7000 | www.meederinvestment.com

Tonya Dazzio (b. 1967), Director, Advisory Services

Educational Background

University of Nevada Las Vegas, B.S., Business Administration

Business Experience

12/2023 – Present Meeder Investment Management, Director, Advisory Services

02/2012 – 12/2023 FHN Financial Main Street Advisors, Chief Compliance Officer & Chief Operating Officer

Professional Designations

Certified Cash Manager – CCM®

Disciplinary Information

The Adviser has no legal or disciplinary events to disclose.

Other Investment-Related Business Activities

The Adviser has no other investment-related business activities to disclose.

Other Business Activities

The Adviser has no other business activities to disclose.

Additional Compensation

The Adviser has no additional compensation to disclose.

Supervision

The Firm has also implemented policies and procedures reasonably designed to detect or prevent inappropriate conduct. The supervisor meets regularly with the Adviser to review and monitor her activities and client recommendations.

Supervisor: Jason Headings

Telephone: (614) 766-7000



Investment Team

6125 Memorial Drive, Dublin, Ohio 43017 | (614) 766-7000 | www.meederinvestment.com

Scott Gruber (b. 1989), Director, Advisory Services

Educational Background

Otterbein University, B.S. Business Administration, Finance

Business Experience

08/2011 – Present Meeder Investment Management, Director, Advisory Services

Professional Designations

Chartered Market Technician – CMT®

Disciplinary Information

The Adviser has no legal or disciplinary events to disclose.

Other Investment-Related Business Activities

The Adviser has no other investment-related business activities to disclose.

Other Business Activities

The Adviser has no other business activities to disclose.

Additional Compensation

The Adviser has no additional compensation to disclose.

Supervision

The Firm has also implemented policies and procedures reasonably designed to detect or prevent inappropriate conduct. The supervisor meets regularly with the Adviser to review and monitor his activities and client recommendations.

Supervisor: Jason Headings

Telephone: (614) 766-7000

Investment Team

6125 Memorial Drive, Dublin, Ohio 43017 | (614) 766-7000 | www.meederinvestment.com

Mike Kloack (b. 1968), Director, Advisory Services

Educational Background

Baker College, B.A., Business Administration
Spring Arbor University, M.B.A., Business Administration

Business Experience

05/2017 – Present Meeder Investment Management, Director, Advisory Services

Disciplinary Information

The Adviser has no legal or disciplinary events to disclose.

Other Investment-Related Business Activities

The Adviser has no other investment-related business activities to disclose.

Other Business Activities

The Adviser has no other business activities to disclose.

Additional Compensation

The Adviser has no additional compensation to disclose.

Supervision

The Firm has also implemented policies and procedures reasonably designed to detect or prevent inappropriate conduct. The supervisor meets regularly with the Adviser to review and monitor his activities and client recommendations.

Supervisor: Jason Headings
Telephone: (614) 766-7000

Investment Team

6125 Memorial Drive, Dublin, Ohio 43017 | (614) 766-7000 | www.meederinvestment.com

James McCourt (b. 1982), Director, Advisory Services

Educational Background

The Ohio State University, B.S., Business Administration
Capital University, M.A., Business Administration

Business Experience

11/2018 – Present Meeder Investment Management, Director, Advisory Services
2008 – 10/2018 United American Capital Corporation, Vice President and Portfolio Manager

Professional Designations

Chartered Financial Analyst - CFA®

Disciplinary Information

The Adviser has no legal or disciplinary events to disclose.

Other Investment-Related Business Activities

The Adviser has no other investment-related business activities to disclose.

Other Business Activities

The Adviser has no other business activities to disclose.

Additional Compensation

The Adviser has no additional compensation to disclose.

Supervision

The Firm has also implemented policies and procedures reasonably designed to detect or prevent inappropriate conduct. The supervisor meets regularly with the Adviser to review and monitor his activities and client recommendations.

Supervisor: Jason Headings
Telephone: (614) 766-7000

Investment Team

6125 Memorial Drive, Dublin, Ohio 43017 | (614) 766-7000 | www.meederinvestment.com

David McElwain (b. 1969), Director, Advisory Services

Educational Background

University of Houston, B.A French, Business Administration

Business Experience

05/2021 – Present Meeder Investment Management, Director, Advisory Services

04/2019 – 04/2021 Patterson & Associates, Portfolio Manager

04/2019 – Present SCF Securities, Inc., Financial Adviser

04/2004 – 04/2019 Hilltop Securities Independent Network

Disciplinary Information

No legal or disciplinary events to disclose.

Other Investment-Related Business Activities

The Adviser has no other investment-related business activities to disclose.

Other Business Activities

The Adviser is a registered representative of SCF Securities, Inc., an unaffiliated broker-dealer. When acting in the capacity of a registered representative, the Adviser is eligible to receive commissions for the sale of securities, including distribution or service fees from the sale of mutual funds. Recommendations to purchase securities that pay commissions present a conflict of interest because the Adviser has an incentive to recommend investment products based on the compensation received. Meeder does not pay commissions on securities purchased within the firm's advisory accounts.

Additional Compensation

The Adviser has no additional compensation to disclose.

Supervision

The Firm has also implemented policies and procedures reasonably designed to detect or prevent inappropriate conduct. The supervisor meets regularly with the Adviser to review and monitor his activities and client recommendations.

Supervisor: Jason Headings

Telephone: (614) 766-7000

Investment Team

6125 Memorial Drive, Dublin, Ohio 43017 | (614) 766-7000 | www.meederinvestment.com

Linda Patterson (b. 1949), Director, Consulting Services

Educational Background

Florida Atlantic University, B.A.

Florida Atlantic University, M.A. - Masters of Public Administration

Business Experience

05/2021 – Present Meeder Investment Management, Director, Consulting Services

03/1994 – 05/2021 Patterson Capital Management, President/Owner

Professional Designations

Certified Treasury Professional – CTP®

Disciplinary Information

The Adviser has no legal or disciplinary events to disclose.

Other Investment-Related Business Activities

The Adviser has no other investment-related business activities to disclose.

Other Business Activities

The Adviser has no other business activities to disclose.

Additional Compensation

The Adviser has no additional compensation to disclose.

Supervision

The Firm has also implemented policies and procedures reasonably designed to detect or prevent inappropriate conduct. The supervisor meets regularly with the Adviser to review and monitor her activities and client recommendations.

Supervisor: Jason Headings

Telephone: (614) 766-7000



Investment Team

6125 Memorial Drive, Dublin, Ohio 43017 | (614) 766-7000 | www.meederinvestment.com

Gabe Philips (b. 1998), Advisory Services Consultant

Educational Background

The University of Cincinnati, B.A., Business Administration

Business Experience

06/2022 – Present	Meeder Investment Management, Advisory Services Consultant
11/2021 – 06/2022	SS&C Technologies, Middle Office Trade Operations
05/2020 – 11/2021	Northwestern Mutual, Financial Representative
08/2017 – 05/2021	Student, University of Cincinnati

Disciplinary Information

The Adviser has no legal or disciplinary events to disclose.

Other Investment-Related Business Activities

The Adviser has no other investment-related business activities to disclose.

Other Business Activities

The Adviser has no other business activities to disclose.

Additional Compensation

The Adviser has no additional compensation to disclose.

Supervision

The Firm has also implemented policies and procedures reasonably designed to detect or prevent inappropriate conduct. The supervisor meets regularly with the Adviser to review and monitor activities and client recommendations.

Supervisor: Jason Headings
Telephone: (614) 766-7000

Investment Team

6125 Memorial Drive, Dublin, Ohio 43017 | (614) 766-7000 | www.meederinvestment.com

Ben Sehy (b. 1983), Director, Advisory Services

Educational Background

Westminster College, B.A., Business and Finance
University of Utah, M.B.A, Business Administration

Business Experience

09/2022 – Present Meeder Investment Management, Director, Advisory Services
06/2015 – 08/2022 Moreton Asset Management

Disciplinary Information

The Adviser has no legal or disciplinary events to disclose.

Other Investment-Related Business Activities

The Adviser has no other investment-related business activities to disclose.

Other Business Activities

The Adviser has no other business activities to disclose.

Additional Compensation

The Adviser has no additional compensation to disclose.

Supervision

The Firm has also implemented policies and procedures reasonably designed to detect or prevent inappropriate conduct. The supervisor meets regularly with the Adviser to review and monitor his activities and client recommendations.

Supervisor: Jason Headings
Telephone: (614) 766-7000



Investment Team

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Eileen Stanic (b. 1958), Regional Director, Advisory Services

Educational Background

Cleveland State University, B.B.A. Finance

Business Experience

09/2014 – Present Meeder Investment Management, Regional Director, Advisory Services

Professional Designations

Certified Treasury Professional - CTP®

Disciplinary Information

The Adviser has no legal or disciplinary events to disclose.

Other Investment-Related Business Activities

The Adviser has no other investment-related business activities to disclose.

Other Business Activities

The Adviser has no other business activities to disclose.

Additional Compensation

The Adviser has no additional compensation to disclose.

Supervision

The Firm has also implemented policies and procedures reasonably designed to detect or prevent inappropriate conduct. The supervisor meets regularly with the Adviser to review and monitor her activities and client recommendations.

Supervisor: Jason Headings

Telephone: (614) 766-7000



Investment Team

6125 Memorial Drive, Dublin, Ohio 43017 | (614) 766-7000 | www.meederinvestment.com

Jason Szabo (b. 1988), Director of Fixed Income

Educational Background

The Ohio State University, B.A., Economics

Business Experience

08/2015- Present Meeder Investment Management, Director of Fixed Income

03/2011 – 08/2015 JPMorgan Chase, Associate

Professional Designations

Chartered Financial Analyst – CFA®.

Disciplinary Information

The Adviser has no legal or disciplinary events to disclose.

Other Investment-Related Business Activities

The Adviser has no other investment-related business activities to disclose.

Other Business Activities

The Adviser has no other business activities to disclose.

Additional Compensation

The Adviser has no additional compensation to disclose.

Supervision

The Firm has also implemented policies and procedures reasonably designed to detect or prevent inappropriate conduct. The supervisor meets regularly with the Adviser to review and monitor his activities and client recommendations.

Supervisor: Jason Headings

Telephone: (614) 766-7000



Investment Team

6125 Memorial Drive, Dublin, Ohio 43017 | (614) 766-7000 | www.meederinvestment.com

Nick Vaccari (b. 1986), Director, Advisory Services

Educational Background

The Ohio State University, B.S. Consumer and Family Financial Management, Minor in Economics

Business Experience

01/2019 – Present Meeder Investment Management, Director, Advisory Services

10/2018 – 01/2019 Fidelity National Information Services

Professional Designations

Certified Treasury Professional - CTP®

Disciplinary Information

The Adviser has no legal or disciplinary events to disclose.

Other Investment-Related Business Activities

The Adviser has no other investment-related business activities to disclose.

Other Business Activities

The Adviser has no other business activities to disclose.

Additional Compensation

The Adviser has no additional compensation to disclose.

Supervision

The Firm has also implemented policies and procedures reasonably designed to detect or prevent inappropriate conduct. The supervisor meets regularly with the Adviser to review and monitor his activities and client recommendations.

Supervisor: Jason Headings

Telephone: (614) 766-7000

Certifications

Chartered Financial Analyst – CFA®

The Chartered Financial Analyst® is a voluntary certification. A chartered financial analyst is a professional designation given by the CFA Institute that measures the competence and integrity of financial analysts. An individual must have a minimum of four years of investment/financial experience and hold a bachelor's degree before an individual can become a Chartered Financial Analyst charter holder. Candidates are required to pass three levels of examinations covering areas such as accounting, economics, ethics, money management, and security analysis.

Certified Financial Planner – CFP®

The Certificated Financial Planner™ is a voluntary certification granted by the Certified Financial Planner Board of Standards, Inc. Individuals must satisfactorily fulfill the following requirements: a) complete an advanced college-level course of study addressing the financial planning subject areas; b) pass a comprehensive examination; c) complete at least three years of full-time financial planning-related experience; d) agree to be bound by CFP Board's Standards of Professional Conduct; and e) complete 30 hours of continuing education hours every two years.

Chartered Market Technician – CMT®

The Chartered Market Technician® credential is the preeminent, global designation for practitioners of technical analysis. The designation is awarded to those who demonstrate mastery of a core body of knowledge of investment risk in portfolio management settings. To earn the CMT charter an individual must be a Member of the Market Technicians Association (MTA), complete three levels of examinations, and obtain approval from the MTA Admissions Committee and Board of Directors.

Certified Treasury Professional – CTP®

The Certified Treasury Professional® designation is sponsored by the Association for Financial Professionals® (AFP) and serves as a benchmark of competency in the finance profession. To earn and keep the designation, finance professionals must have two years of qualifying professional work experience, pass the CTP exam, earn and report 36 continuing education credits every three years, and abide by the AFP's Standards of Ethical Conduct.

Certified Cash Manager – CCM®

The Certified Cash Manager (CCM) designation is sponsored by the Association for Financial Professionals® (AFP) and awarded to those who have demonstrated the knowledge and skills required by treasury professionals to execute critical functions related to corporate liquidity, capital, and risk management. Financial professionals holding the CCM have met eligibility requirements and passed the CCM exam. In 2003, the CCM designation was phased into the Certified Treasury Professional (CTP) designation, but individuals who have previously attained the CCM are entitled to retain the designation.

EXHIBIT C

Revised Exhibit G

Please see attached page(s).

REVISED

EXHIBIT "G"
Exceptions to North Las Vegas Services Agreement



CITY OF NORTH LAS VEGAS

Please provide an explanation to any and all exceptions on terms of the North Las Vegas Services Agreement.

We have provided a copy of our standard Terms of Service with Exhibit G to be included as an exhibit in the agreement.

We are currently insured by a premier cyber issuer, Everest Insurance, at a \$2M aggregate limit with no per-occurrence sub-limit. We understand that an aggregate/occurrence sub-limit policy structure is not common in the cyber insurance space. We are currently in the renewal cycle for cyber insurance and are exploring all options, including higher aggregate limits.



Terms of Service – Discretionary Accounts

Meeder Public Funds

The following Terms of Service are applicable to services offered by Meeder Public Funds, Inc. (“Meeder”) and shall be incorporated into any agreement for investment advisory services (“Agreement”).

1. **Appointment.** Client appoints Meeder as discretionary investment manager to invest, reinvest and manage the securities, cash and other assets of the Account subject to the investment guidelines (“Investment Guidelines”) provided by Client.

2. **Trading Authorization.** Client grants Meeder discretionary trading authority and appoints Meeder as agent and attorney-in-fact with respect to investments in the Account. Meeder may direct the purchase, sale, exchange, conversion, delivery or other acquisition or disposition of securities and other investments in the Account and act on behalf of Client in all other matters incidental to the handling of Account investments, all without prior consultation with Client.

3. **Custody.** Meeder shall not act as custodian for the Account or any portion of it. Custody and possession of Account assets shall be the sole obligation of the Account's separately appointed “qualified custodian.” (“Custodian”). Client acknowledges that it receives, or will receive from the Custodian, at least quarterly, an account statement that identifies the assets in the Account with the Custodian at the end of the period and that lists all transactions in the Account for the period.

4. **Investment Objectives and Restrictions.** Client may provide Meeder with written Investment Guidelines, setting forth the investment objectives and any specific investment restrictions or limitations which govern the Account. Meeder shall be entitled to rely on such guidelines, objectives and restrictions relating to the Account as it may receive from Client. It is Client's responsibility to inform Meeder in writing of any changes or modifications to these directions, which shall be given ten days in advance of any such change.

5. **Brokerage.** Meeder will generally use the execution services of such broker-dealers as it may select to effect transactions for the purchase and sale of securities and other investments in the Account. When selecting brokers through which transactions for Client accounts will be executed, Meeder's primary consideration will be the broker's ability to provide best execution of trades and Meeder may consider the quality and reliability of the brokerage services, trade price and commission, as well as research and other services provided by the broker-dealers. The responsibility to obtain best execution shall not be deemed to obligate Meeder to solicit competitive bids for each transaction. Client may direct that Meeder execute transactions through specific broker-dealers in connection with a discount brokerage or directed brokerage program established by Client. Client acknowledges that by directing brokerage to a particular broker-dealer it may forgo any benefits from savings on execution costs that Meeder may obtain for its other clients through volume discounts on aggregated orders and may pay higher commission rates than other clients of Meeder.

6. **Fees.** For the services provided in accordance with this Agreement, Client shall pay Meeder an annual fee (“Fee”) as follows: Fees are billed either ☐ monthly or ☐ quarterly in arrears as selected by Client. The Fee will be ☐ deducted directly from Client's Account or ☐ invoiced directly to Client, as selected by Client. Where Client has elected to have fees deducted Client authorizes the Custodian to deduct fees from the Account and pay them to Meeder. The account statements will reflect the fee amount withdrawn in any period. Client is responsible for notifying Meeder of any exceptions or objections to the amount billed within thirty days from the billing date.

7. **Promoter Arrangements.** Meeder accepts Clients referred through unaffiliated third parties (“Promoters”) and may pay cash compensation for the endorsement of Meeder's services, which provides the Promoter with an incentive to refer clients. Clients will not incur any additional fees for being referred to Meeder by a Promoter.

Clients that engage Meeder as their investment adviser as a result of a referral by a Promoter will receive a written Promoter disclosure statement describing the nature and terms of the arrangement, including the amount payable to the Promoter.

8. Local Government Investment Pools. Where appropriate, Meeder may recommend the use of local government investment pools in which Meeder or one of its affiliates earn advisory and/or administration fees. Assets placed in these pools are not included among eligible assets when calculating the investment advisory fee. Because Meeder or its affiliates receive fees in connection with programs we sponsor or recommend, use of these programs presents a conflict of interest.

9. Third-Party Payments. Meeder or its affiliates receive compensation from unaffiliated third parties for endorsing or recommending certain financial products to its clients. This arrangement presents a conflict of interest because it provides Meeder with an incentive to solicit and secure participation in the program. Asset based advisory fees are not charged for assets invested in products that pay indirect compensation to Meeder.

10. Proxy Voting. Meeder does not accept or assume authority to vote proxies for its public fund clients. Clients will receive their proxies or other solicitations directly from their Custodian. Client agrees that Meeder will not advise or act for Client in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held by the Account or the issuers of such securities.

11. Electronic Delivery. Client consents to electronic delivery of all documents from Meeder, including but not limited to a copy of the executed Agreement, statements, confirmations, Meeder's Form ADV Part 2 and amendments thereto, and other general communications delivered to Client's electronic mail address of record. Delivery of communications to Clients in this fashion will be deemed effective unless Meeder is notified otherwise. Client is responsible for maintaining an accurate and up to date email address and to ensure that Client at all times has the ability to receive communications directed in this manner.

12. Confidentiality. All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as otherwise required by law or as agreed to in writing by Client. Notwithstanding the foregoing, Client consents to the use of Client's name solely for the purpose of identifying the Client as an investment advisory client.

13. Services to Other Clients. Client understands that Meeder serves as investment adviser for other Clients and will continue to do so. Client also understands that Meeder, its personnel and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client. Meeder is not obligated to buy, sell or recommend for Client any security or other investment that Meeder or its Affiliated Persons may buy, sell or recommend for any other client or their own accounts.

14. Meeder's Representations. Meeder represents that it is a registered investment adviser under the Investment Advisers Act of 1940.

15. Client's Representations. Client represents and acknowledges that: (i) Client is the sole owner of the Account assets and has full power and authority to enter into this Agreement and to commit the assets to Meeder's management and supervision; (ii) that the person signing this Agreement on behalf of Client is authorized and empowered to establish accounts and commit the assets to Meeder's management and supervision on the entity's behalf; (iii) Client has received Meeder's current Form ADV, Part 2A and B; and (iv) Client has received a copy of Meeder's Privacy Policy.

CASH AND INVESTMENT MANAGEMENT SERVICES AGREEMENT

This Cash and Investment Management Services Agreement (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and [insert full legal name of Provider entity], a [insert entity type and state of origin] (“Provider”).

WITNESSETH:

WHEREAS, the City requires insurance cash and investment manager services, as more particularly described in the Cash and Investment Management Services Request for Proposal, RFP 2024-005 (“RFP”), attached hereto as Exhibit A (“Services”); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

SECTION ONE SCOPE OF SERVICES

1.1. Provider shall perform the Services in accordance with the RFP terms, incorporated herein and attached as Exhibit A, Services Provider’s response to the RFP dated [insert date], incorporated herein and attached as Exhibit B, and the terms, conditions, and covenants set forth in this Agreement. Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

1.2. Provider shall, at its own expense, comply at all times with all municipal, county, state, and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

SECTION TWO TERM

2.1. This Agreement shall commence on the Effective Date and will continue to be in effect for three (3) years (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager or her designee may extend the Term for up to two (2) additional one-year periods upon written notice to the Provider.

SECTION THREE COMPENSATION

3.1. Provider will provide the Services *[at the rate of OR in the amount of]* [\$], which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Provider's prices may not be increased during the Term. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is [] (\$). The total not to exceed amount of this Agreement is [] (\$). The Provider shall submit the original invoice via email to:

AccountsPayable@CityofNorthLasVegas.com

SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES

4.1. This Agreement may be terminated, in whole or in part, with or without cause, by the City, through its City Manager or her designee, upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

SECTION SIX INDEMNIFICATION

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

SECTION SEVEN INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION

8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion. The City may require each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property to submit to a background check performed by the City's Police Department ("Background Check"), and each employee, agent, or subcontractor must satisfactorily pass the Background Check, as determined by the City in its sole discretion, before or at any time during the performance of any of the Services under this Agreement. For this Agreement the City is requiring a Level 2 Background checks including County and Nationwide History Checks, Federal fingerprinting.

SECTION NINE INSURANCE

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

9.1.4. Professional Liability (errors and omissions): Insurance appropriate to the Provider's profession with limit no less than \$2,000,000.00 per occurrence or claim, \$4,000,000.00 aggregate.

9.1.5. Cyber Liability Insurance, with limits not less than \$3,000,000 per occurrence or claim, \$6,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include,

but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

9.1.6. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

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

9.1.7.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.1.7.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.1.7.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

9.1.7.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9.1.7.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

9.1.7.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase

coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

9.1.7.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.1.7.8. Claims Made Policies: If any of the required policies provide claims-made coverage:

9.1.7.8.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

9.1.7.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

9.1.7.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

9.1.8. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9.1.9. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION TEN NOTICES

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City:	City of North Las Vegas
	Attention: Joy Yoshida
	2250 Las Vegas Blvd., North, Suite 820

North Las Vegas, NV 89030
Phone: 702-633-1745

To Provider:

[REDACTED]
Attention: [REDACTED]
[REDACTED]
[REDACTED]
Phone: [REDACTED]

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

SECTION ELEVEN SAFETY

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION TWELVE ENTIRE AGREEMENT

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

SECTION THIRTEEN MISCELLANEOUS

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

13.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a “Public Record” open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys’ fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

13.18. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

13.19. Attorneys’ Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys’ fees, as determined by the court, including without limitation, fees for the services of the City Attorney’s Office. This Section 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,
a Nevada municipal corporation

[REDACTED],
a [REDACTED]

By: _____
Pamela A. Goynes-Brown, Mayor

By: _____
Name: _____
Title: _____

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to form:

By: _____
Andy Moore, Acting City Attorney

BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

**MEEDER PUBLIC FUNDS, INC.
6125 MEMORIAL DR
DUBLIN, OH 89144**

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **BUS-000813-2024** Expiration Date: **03/31/2025**

License Type: **BUSINESS**

Classification: **BUSINESS CONSULTANT**

Business Location: **MEEDER PUBLIC FUNDS, INC.
10655 W PARK RUN DR
LAS VEGAS, NV 89144**

Owner/Principal(s): **MEEDER PUBLIC FUNDS, INC.**

**CITY OF
NORTH LAS VEGAS**



Alfredo Mefesio
Director of Land Development &
Community Services

**This license is not transferable
POST IN A CONSPICUOUS PLACE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 32 Old Slip New York NY 10005	CONTACT NAME: Dalton Trimnal PHONE (A/C, No. Ext): E-MAIL ADDRESS: Dalton.Trimnal@alliant.com FAX (A/C, No):
INSURED Meeder Public Funds, Inc. 6125 Memorial Drive Dublin , OH 43017	INSURER(S) AFFORDING COVERAGE INSURER A : Continental Casualty Company INSURER B : Everest National Insurance Com INSURER C : Continental Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES**CERTIFICATE NUMBER:** 228561077**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y / <input type="checkbox"/> N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A B C	Management and Professional Liab. Financial Institutions Bond			652130249 FL5EX00540-241 652129778	7/31/2024 7/31/2024 7/31/2024	7/31/2025 7/31/2025 7/31/2025	Limit of Liability: Limit of Liability: \$10,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cyber Liability: CYBP000212-241; 7/31/2024-7/31/2025; Everest National Insurance Company; Limit \$3,000,000

Evidence of coverage only.

CERTIFICATE HOLDER**CANCELLATION**

City of North Las Vegas
2250 Las Vegas Blvd, North
North Las Vegas, NV 89030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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I. BLANKET ADDITIONAL INSURED PROVISIONS**A. ADDITIONAL INSURED – BLANKET VENDORS**

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a **"written contract"** to provide insurance, but only with respect to **"bodily injury"** or **"property damage"** arising out of **"your products"** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. **"Bodily injury"** or **"property damage"** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or



- h. **"Bodily injury" or "property damage"** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- 3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
- 4. This provision **2.** does not apply if **"bodily injury" or "property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSURED

- 1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a **"written contract."**
- 2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such **"written contract;"**
 - b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for **"bodily injury" or "property damage"** included within the **"products-completed operations hazard."** But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

- 3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for **"bodily injury," "property damage" or "personal and advertising injury"** as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for **"bodily injury," "property damage," or "personal and advertising injury"** as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
 - (a) "**Bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
 - (b) "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.

10020002760255712Z76522



i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for **"bodily injury," "property damage," or "personal and advertising injury"** caused by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for **"bodily injury," "property damage" or "personal and advertising injury"** for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For **"bodily injury," "property damage," or "personal and advertising injury"** arising out of the rendering or failure to render any professional services;
- (2) For **"bodily injury" or "property damage"** included in the **"products-completed operations hazard."** But this provision (2) does not apply to such **"bodily injury" or "property damage"** if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the **"written contract"**; and
 - (b) The **"written contract"** requires you to make the person or organization an additional insured for such **"bodily injury" or "property damage"**; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

- a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a **"written contract"** requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- (1) Is currently in effect or becomes effective during the term of this policy; and
- (2) Was executed prior to:

- (a) The **"bodily injury" or "property damage,"** or
- (b) The offense that caused the **"personal and advertising injury";**

for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

- a. An individual, then his or her spouse is an insured;

- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds;
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
- e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) **"Bodily injury"** or **"personal and advertising injury"** to any fellow employee or to any natural person listed in paragraphs a. through d. above;
- (2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of **"Bodily injury"** is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under **Businessowners Liability Conditions**, the Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such **"occurrence,"** offense, claim or **"suit"** is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any **"executive officer"** or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.



D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a), (b) and (c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1, 3, and 4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3, 4, 5, and 6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AZ,CO,CT,FL,GA,IL,IN,IA,MI,MO,NV,PA,SC

THIS ENDORSMENT APPLIES AS A BLANKET WAIVER
OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN
CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER
OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE
POLICYHOLDERS EMPLOYEES.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

APPLIES AS BLANKET WAIVER
FOR THOSE HAVING A WRITTEN
CONTRACT WITH THE POLICY-
HOLDER REQUIRING WORK FOR
WC POLICYHOLDER EMPLOYEES.

Job Description

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.
Insurance Company

Endorsement No.

Countersigned By _____

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER
OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN
CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER
OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE
POLICYHOLDERS EMPLOYEES.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Policy No. Endorsement No.

Insured: Premium \$

Insurance Company:

Countersigned by

WC 43 03 05
(Ed. 7-00)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver
Name of person or organization
☒ Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations: "ALL TEXAS OPERATIONS"
3. Premium:
The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 04/01/2024 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. W2W J682426 of the ALLMERICA FINANCIAL BEN
(NAME OF INSURANCE COMPANY)

issued to MEEDER INVESTMENT MANAGEMENT

Premium (if any) \$ _____

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.*

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

NC

THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER
OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN
CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER
OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE
POLICYHOLDERS EMPLOYEES.

