PLEASE DOWNLOAD THE AGENDA DOCUMENT FOR INSTRUCTIONS ON HOW TO PARTICIPATE IN THE MEETING

1. Meeting Agenda

   Documents:

   CC_261012_AGENDA.PDF

2. Iitem 1A1

   Second Reading and Adoption of Ordinance No. 537

   Documents:

   CC_261012_ITEM_1A1.PDF

3. Item 1B2

   Approve Warrants

   Documents:

   CC_261012_ITEM_1B2.PDF

4. ITEM 1B3

   Approval of Minutes

   Documents:

   CC_261012_ITEM_1B3.PDF

5. ITEM 1B4

   Amendments to Professional Services Agreement for Contract Planning Services for Non-Palisades Fire Rebuild Projects

   Documents:

   CC_261012_ITEM_1B4.PDF

6. Item 1B5

   Professional Services Agreement with Executive Facilities Services, Inc.

   Documents:

CC_261012_ITEM_1B5.PDF

7. Item 1B6

   Disposal of Surplus Equipment – Fleet Vehicles

   Documents:

   CC_261012_ITEM_1B6.PDF

8. Item 1B7

   Professional Services Agreement with Meeder Public Funds, Inc. for Investment Advisory Services

   Documents:

   CC_261012_ITEM_1B7.PDF

9. Item 1B8

   Acceptance of Legacy Park Enhancement Donation

   Documents:

   CC_261012_ITEM_1B8.PDF

10. Item 1B9

    Resolution Extending the Declaration of the Existence of a Local Emergency Regarding Coastal Erosion along Pacific Coast Highway

    Documents:

    CC_261012_ITEM_1B9.PDF

11. Item 6A

    Cooperative Agreement with the State of California for the Pedestrian Undercrossing at Malibu Seafood Project

    Documents:

    CC_261012_ITEM_6A.PDF

Malibu City Council
Regular Meeting Agenda

Monday, October 12, 2026

4:30 P.M. - CLOSED SESSION
City Hall – Council Chambers (call to order)
Westward Room (closed session)
23825 Stuart Ranch Road

5:30 P.M. – CITY COUNCIL REGULAR MEETING
City Hall – Council Chambers
23825 Stuart Ranch Road

Zoom Webinar Link:
https://us02web.zoom.us/j/87985644870

GUIDE TO THE CITY COUNCIL PROCEEDINGS AND DECORUM

ROLE OF THE PRESIDING OFFICER: The presiding officer of the City Council, who shall be the Mayor, shall be responsible for maintaining the order and decorum of meetings. It shall be the duty of the presiding officer to ensure that these rules of procedure and decorum are followed at all times. The presiding officer shall maintain control of communication between Councilmembers, between the Council and the public, and chair each meeting in a fair and impartial manner. It shall be the duty of each Councilmember to support the presiding officer in maintaining the order and decorum of Council meetings.

On specific agenda items Councilmembers may question any person addressing the City Council at the conclusion of all public testimony on that agenda item before the Council. Councilmembers shall not engage any member of the public in a dialogue with themselves other Councilmembers, city staff or other members of the public.

MEMBERS OF THE AUDIENCE: Members of the audience shall not engage in disorderly or boisterous conduct, including clapping, whistling, stamping of feet, or other acts which disturb, disrupt, impede or otherwise disturb the orderly conduct of the City Council meeting. Persons addressing the City Council shall not engage in disorderly conduct which disrupts, or otherwise impedes the orderly conduct or Council meetings. Any person who so disrupts a Council meeting may, at the discretion of the presiding officer or a majority of the City Council, be subject to ejection from that meeting.

MEETING PARTICIPATION: Members of the public may participate in-person or remotely via Zoom Webinar.

Remote participation: In order to participate remotely, you must be present in the Zoom Webinar during the item that you would like to speak on and use the Raise Hand feature to request to speak when the Mayor calls the item. When you join the Zoom Webinar you may see a pop-up asking you to enter an email address, but a valid email address is not required. To join by phone: Dial 1-669-444-9171 or 1-669-900-9128 (Toll Free) and enter Meeting ID: 879-8564-4870. To raise your hand via a phone-in please press *9 and unmute when you are called

on by pressing *6. If you are participating via the web platform or application, please press the raise your hand icon and the unmute button when prompted.

In-person participation: If you would like to speak in-person, you must complete and submit to the Recording Secretary a Speaker Slip at the meeting prior to the beginning of the item being announced by the Mayor.

When each item is called, the Mayor will announce a final call for Speaker Slips and raised hands.

Speaker Time and General Public Comment: Members of the public will have the opportunity to speak on items on the agenda and general public comment regarding matters which are not listed on the agenda, but are under the subject matter jurisdiction of the City Council. No action may be taken on such items, except to ask Staff a question or place an item on a future agenda, unless the Council, by a two-thirds vote, determines that there is a need to take immediate action and that need came to the attention of the City after the posting of the agenda. Although no action may be taken, the Council and staff will follow up, at an appropriate time, on those items needing response. Remote and in-person participants will have three (3) minutes to speak on each item on the agenda. In-person participants may also surrender their time to speak on an item on the agenda by deferring one (1) minute to another speaker, not to exceed a total of five (5) minutes. Speakers receiving time deferrals may be participating in-person or remotely. The individuals deferring time must be present in Chambers when the item is heard and their slips must be prior to the beginning of the item being announced by the Mayor. Speakers are taken in the order slips are submitted or hands are raised.

For general public comment for matters not on the agenda, speaker time is adjusted based on the number of speakers:

- If there are more than 20 speakers, each speaker will be limited to two (2) minutes. Speakers with time deferrals may receive up to four (4) minutes.

- If there are more than 30 speakers, each speaker is limited to one (1) minute. Speakers with time deferrals may receive up to three (3) minutes.

Materials: Any written comments or audiovisual materials from members of the public, including any that they intend to present at the meeting, must be submitted one (1) business day in advance, by 12:00 p.m. on October 9, 2026. No additional materials will be accepted after this deadline for items listed on this agenda. If an item on this agenda is amended or new items are added only one business day before the meeting, the amended agenda will provide additional instructions for submitting materials related to such items. All materials should be emailed to citycouncil@malibucity.org and include the Agenda Item Number on the subject line.

VIEW THE MEETING: The meeting will be live streamed at www.malibucity.org/video, www.youtube.com/CityofMalibu, and via Zoom Webinar.

Four p.m. Convene for Purpose of Closed Session

Call to Order – Mayor (Council Chambers)

Public Comment on Closed Session Items

Recess to Closed Session (to be held in the Westward Room)

This time has been set aside for the City Council to meet in a closed session to discuss matters pursuant to Government Code Section 54956.9(d)(1). Based on the advice of the City Attorney, discussion in open session concerning these matters would prejudice the position of the City in this litigation. The City Attorney will give an additional oral report regarding the Closed Session at the beginning of the next regular City Council meeting. At the conclusion of the Closed Session, the Council may continue any item listed on the Closed Session agenda to the Open Session agenda for discussion or to take

formal action as it may deem appropriate.

Conference with Legal Counsel – Existing litigation pursuant to Government Code Section 54956.9(d)(1):

1. Perez v. City of Malibu, LASC No. 26 STCV 26814

Five-thirty p.m. **Regular Session**

Call to Order - Mayor

Roll Call - Recording Secretary

Pledge of Allegiance

Closed Session Report

Report on Posting of Agenda – October 2, 2026

Approval of Agenda

1. Consent Calendar

Items in Consent Calendar Section A have already been considered by the Council at a previous meeting where the public was invited to comment, after which a decision was made. Resolutions concerning decisions made at previous meetings are for the purpose of memorializing the decision to assure the accuracy of the findings, the prior vote, and any conditions imposed. Items in Consent Calendar Section B have not been discussed previously by the Council. Members of the public may comment on the consent calendar as a whole. After public comment, the Council may remove items from the Consent Calendar for individual consideration before adopting the Consent Calendar.

A. Previously Discussed Items Second Reading and Adoption of Ordinance No. 537

1. Second Reading and Adoption of Ordinance No. 537

Recommended Action: Conduct second reading, unless waived, and adopt Ordinance No. 537, approving Local Coastal Program Amendment (LCPA) No. 26-002 and Zoning Text Amendment (ZTA) No. 26-002 to add a definition of Beachfront to Chapter 2 (Definitions) of the Local Coastal Program (LCP) Local Implementation Plan (LIP) and Title 17 (Zoning) of the Malibu Municipal Code (MMC) and finding the action to be exempt from the California Environmental Quality Act (CEQA).

Staff Contact: City Clerk Pettijohn, 456-2489, ext. 228

B. New Items

1. Waive Further Reading

Recommended Action: After the City Attorney has read the title, waive full reading of ordinances considered on this agenda for introduction on first reading and/or second reading and adoption.

Staff Contact: Interim City Attorney Rusin, 456-2489, ext. 228

2. Approve Warrants

Recommended Action: Allow and approve warrant demand numbers 80266-80405 on the register from the General Fund and direct the City Manager to pay out the funds to each of the claimants listed in Warrant Register No. 798 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of $3,179,034.18. City of Malibu payroll check number 5590-5594 and ACH deposits were issued in the amount of $872,688.25.

Staff Contact: Assistant City Manager Smith, 456-2489, ext. 239

3. Approval of Minutes

Recommended Action: Approve the minutes for April 27, 2026, Regular Meeting and April 30, 2026, Special Meeting.

Staff Contact: City Clerk Pettijohn, 456-2489, ext. 228

4. Amendments to Professional Services Agreement for Contract Planning Services for Non-Palisades Fire Rebuild Projects

Recommended Action: 1) Authorize the Mayor to execute Amendment No. 1 to the professional services agreement with 4Leaf, Inc. for contract planning services; 2) Authorize the Mayor to execute Amendment No. 1 to the professional services agreement with Civic Solutions, Inc. for contract planning services; and 3) Authorize the Mayor to execute Amendment No. 1 to the professional services agreement with CSG Consultants, Inc.

Staff Contact: Community Development Director Bundy, 456-2489, ext. 229

5. Professional Services Agreement with Executive Facilities Services, Inc.

Recommended Action: 1) Authorize the Mayor to execute a Professional Services Agreement with Executive Facilities Services, Inc. for custodial services at Malibu City Hall and City parks; and 2) Appropriate $51,400 from the General Fund-Unassigned for custodial services to Account No. 100-4010-5100-00 and Account No. 103-9050-5100-00.

Staff Contact: Community Services Director Riesgo, 456-2489, ext. 350

6. Disposal of Surplus Equipment – Fleet Vehicles

Recommended Action: 1) Determine that the identified fleet vehicle is surplus to City needs; and 2) Approve disposal of the vehicle in accordance with Council Policy No. 39.

Staff Contact: Assistant Public Works Director Holden, 456-2489, ext. 338

7. Professional Services Agreement with Meeder Public Funds, Inc. for Investment Advisory Services

Recommended Action: Authorize the Mayor to execute an agreement with Meeder Public Funds, Inc. for Investment Advisory Services.

Staff Contact: Assistant City Manager Smith, 456-2489, ext. 239

8. Acceptance of Legacy Park Enhancement Donation

Recommended Action: At the recommendation of the Parks and Recreation Commission, approve Legacy Park enhancements and donation from the Wallis Annenberg Legacy Foundation as part of the Park Enhancement and Donation Program.

Staff Contact: Community Services Director Riesgo, 456-2489, ext. 350

9. Resolution Extending the Declaration of the Existence of a Local Emergency Regarding Coastal Erosion along Pacific Coast Highway

Recommended Action: Adopt Resolution No. 26-70 extending the declaration of the existence of a local emergency as a result of ongoing erosion along the coast near Pacific Coast Highway in the area of the Palisades Fire burn scar.

Staff Contact: City Clerk Pettijohn, 456-2489, ext. 228

2. Ceremonial/Presentations

None.

3. Commission / Committee / City Manager Updates

4. Written and Oral Communications from the Public (This item and subsequent items to be heard at 6:30 p.m. or later)

Councilmember meeting attendance reports and inquiries will be limited to 10 minutes per Councilmember to report on their activities and ask staff follow-up questions from public comment.

A. General Public Comment – Matters Not on the Agenda

B. City Council Subcommittee reports / Mayor and Councilmember meeting attendance reports and inquiries

5. Ordinances and Public Hearings

For Public Hearings involving zoning matters the appellant and applicant will be given 15 minutes each to present their position to the City Council, including rebuttal time.

None.

6. Old Business

Old Business items have appeared on previous agendas with no final action having been taken.

A. Cooperative Agreement with the State of California for the Pedestrian Undercrossing at Malibu Seafood Project

Recommended Action: 1) Authorize the Mayor to execute the Cooperative Agreement with the State of California (Caltrans) in the amount of $260,000 to provide quality assurance and oversight services for the development of the Project Initiation Documents (PID) phase of the Pedestrian Undercrossing at Malibu Seafood Project. 2) Authorize the Mayor to execute Amendment No. 1 to Metro Measure M Funding Agreement between the City of Malibu and the Los Angeles County

Metropolitan Transportation Authority to extend the lapsing date of FY 2023-24 funds to June 30, 2027.

Staff Contact: Assistant Public Works Director Holden, 456-2489, ext. 338

7. New Business

New Business items are appearing for the first time for formal action.

None.

8. Council Items

City Council Items are items, which individual members of the City Council may bring up for action, to propose future agenda items or to suggest future staff assignments.

None.

Adjournment

Copies of the staff reports or other written documentation relating to each item of business described above are on file in the office of the City Clerk, Malibu City Hall, 23825 Stuart Ranch Road, Malibu, California, and are available for public inspection during regular office hours, which are 7:30 a.m. to 5:30 p.m. Monday through Thursday and 7:30 a.m. to 4:30 p.m. Friday. Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution in the City Clerk's office at 23825 Stuart Ranch Road, Malibu, California (Government Code Section 54957.5.b.2). Copies of staff reports and written materials may be purchased for $0.10 per page.

The City Hall phone number is (310) 456-2489. To contact City Hall using a telecommunication device for the deaf (TDD), please call (800) 735-2929 and a California Relay Service operator will assist you. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Community Development Director Yolanda Bundy, (310) 456-2489, ext. 229. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADD Title II].

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted in accordance with the applicable legal requirements. Regular and Adjourned Regular meeting agendas may be amended up to 72 hours in advance of the meeting. Dated this 2nd day of October 2026 at 4:00 p.m.

Kelsey Pettijohn, City Clerk

City Council Meeting
10-12-26
Item 1.A.1.

Council Agenda Report

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Kelsey Pettijohn, City Clerk

Approved by: Joseph D. Irvin, City Manager

Date prepared: September 30, 2026 Meeting date: October 12, 2026

Subject: Second Reading and Adoption of Ordinance No. 537

RECOMMENDED ACTION: Conduct second reading, unless waived, and adopt Ordinance No. 537, approving Local Coastal Program Amendment (LCPA) No. 26-002 and Zoning Text Amendment (ZTA) No. 26-002 to add a definition of Beachfront to Chapter 2 (Definitions) of the Local Coastal Program (LCP) Local Implementation Plan (LIP) and Title 17 (Zoning) of the Malibu Municipal Code (MMC) and finding the action to be exempt from the California Environmental Quality Act (CEQA).

FISCAL IMPACT: Funding for this project is included in the Adopted Budget for Fiscal Year 2025-26.

STRATEGIC IMPLEMENTATION PLAN: This item advances Goal 1, Objective 1.2 of the 2025-2028 Strategic Plan by modernizing development policies to improve clarity and consistency.

DISCUSSION: On September 14, 2026, the Council introduced on first reading Ordinance No. 537.

ATTACHMENTS: Ordinance No. 537

ORDINANCE NO. 537

AN ORDINANCE OF THE CITY OF MALIBU APPROVING LOCAL COASTAL PROGRAM AMENDMENT NO. 26-002 AND ZONING TEXT AMENDMENT NO. 26-002 TO ADD A DEFINITION OF BEACHFRONT TO CHAPTER 2 (DEFINITIONS) OF THE LOCAL COASTAL PROGRAM LOCAL IMPLEMENTATION PLAN AND TITLE 17 (ZONING) OF THE MALIBU MUNICIPAL CODE; TO DIRECT THE FILING OF THE AMENDMENT WITH THE CALIFORNIA COASTAL COMMISSION FOR CERTIFICATION; AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council of the City of Malibu does ordain as follows.

SECTION 1. Recitals.

A. On December 8, 2025, the City Council adopted Resolution No. 25-56 to initiate the preparation of a Beachfront definition.

B. On March 26, 2026, the City Council Zoning Ordinance Revision and Code Enforcement Subcommittee (ZORACES) met to discuss the proposed amendments and provided feedback for staff to incorporate as the ordinance advances to the Planning Commission.

C. On April 23, 2026, a Notice of Planning Commission Public Hearing was published in a newspaper of general circulation within the City of Malibu and mailed to interested parties.

D. On May 18, 2026, the Planning Commission held a duly noticed public hearing on the proposed amendment in Local Coastal Program Amendment (LCPA) No. 26-002 and Zoning Text Amendment (ZTA) No. 26-002, reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information on the record, and adopted Resolution No. 26-20 recommending the City Council approval. No changes to the draft ordinance presented to the Planning Commission were recommended.

E. On July 26, 2026, a Notice of City Council Public Hearing Notice of Availability of Local Coastal Program (LCP) Amendments was published in a newspaper of general circulation within the City of Malibu and mailed to interested parties indicating that the City Council would hold a public hearing on August 10, 2026, to consider the proposed ordinance.

F. On August 10, 2026, prior to the opening of the hearing, the City Council continued the item to the August 24, 2026 Regular City Council meeting. No new evidence or correspondence was received in connection with the August 10 meeting.

G. On August 24, 2026, the City Council held a duly noticed public hearing; however, after deliberations, the Council continued the hearing to the September 14, 2026 Regular City Council meeting.

H. On September 14, 2026, the City Council held a duly noticed public hearing on the proposed LCPA No. 26-002 and ZTA No 26-002, reviewed and considered the agenda report, reviewed and considered written reports, public testimony, and other information on the record. The City Council conducted a first reading and introduction of the Ordinance and directed staff to set a second reading for adoption of Ordinance No. 537, approving LCPA No. 26-002 and ZTA No. 26-002. If adopted, the City Council directed staff to file the LCPA with the California Coastal Commission (CCC) for certification.

SECTION 2. Environmental Review.

The City Council finds that pursuant to the California Environmental Quality Act (CEQA), the proposed LCP and Malibu Municipal Code (MMC) amendment actions have been analyzed and determined to be Statutorily Exempt pursuant to CEQA Guidelines Section 15265 because CEQA does not apply to activities or approvals by a local government as necessary for the preparation and adoption of an LCPA for review and certification by the CCC as set forth in Section 21080.9 of the Public Resources Code. Accordingly, the certified City of Malibu LCP constitutes a plan for use in the CCC's regulatory program as certified under Section 21080.5 of the Public Resources Code.

SECTION 3. Local Coastal Program Amendment Findings.

Pursuant to LCP Local Implementation Plan (LIP) Section 19.6, the City Council hereby makes the following findings to approve LCPA No. 26-002 as stated in Section 4 of this ordinance.

A. Section 30251 of Chapter 3 of the Coastal Act states that the scenic and visual qualities of coastal areas be considered and protected as a resource of public importance. The Section requires that coastal development must protect scenic views, be visually compatible with surroundings, and, where feasible, restore and enhance visual quality in visually degraded areas. Highly scenic areas, including areas to and along the ocean, scenic roads, and public viewing areas, require development to be subordinate to the setting. Establishing a proper definition of "Beachfront" will ensure that only true beachfront development utilize the standards which are meant for more constrained parcels along the coast bound by the ocean and limited parcel width, and further preserve more scenic and visual qualities of coastal areas in Malibu.

B. Chapters 5 and 6 of the Malibu LCP Land Use Plan (LUP) incorporate the Coastal Act's development policies, including Section 30251, to minimize impacts on scenic resources. This includes restricting development and applying siting and design restrictions.

C. LIP Chapter 3 implements the LUP by requiring development standards applicable to beachfront and non-beachfront development. Non-beachfront development standards require increased setbacks and lower heights than beachfront development standards, as well as restrictions on impermeable coverage, limits on the volume of development above 18 feet (two-thirds calculation), and Total Development Square Footage (TDSF) limitations. This is due to non-beachfront parcels being larger in size where those extra limitations help to preserve Malibu's coastal resources. Historically, the City and CCC through its review of coastal development have

qualified that beachfront development standards apply based on a parcel's orientation to the coast, the zoning designation, and the location of the structure. Geologic characteristics associated with the location of the primary use structure, such as the footprint of a single-family residence as it is situated on a parcel, is a defining factor and not just the location of the parcel itself. Establishing a definition of Beachfront in the LIP would further implement Chapters 5 and 6 of the LUP and Section 30251 of the Coastal Act by ensuring the appropriate application of non-beachfront development standards are being applied to parcels that do not meet the eligibility components of a beachfront parcel.

SECTION 4. Local Coastal Program Amendment.

Section 2.1 (General Definitions) of the LIP is hereby amended to add the following new definition as follows:

> BEACHFRONT: When used to describe a lot, parcel and/or property (in the singular or plural), the term "beachfront" (including "beach-front") means a lot, parcel and/or property that (i) has at least one lot line within or directly contiguous to either the Pacific Ocean or beach directly contiguous to the ocean, (ii) does not have a zoning designation of Rural Residential, and (iii) has an existing or proposed primary use structure that is sited or will be sited directly on the beach and/or within a low-lying shoreline area contiguous to the beach or Pacific Ocean and not separated from the beach or ocean by a road, coastal bluff, cliff, hill, or other elevated coastal landform. The primary use structure must be within 300 feet from the mean high tide line at its closest point to the ocean. An ancillary structure on the beach shall not subject the lot, parcel and/or property to beachfront development standards if the primary use structure is not located on the beach. A lot, parcel, and/or property not meeting these criteria shall be considered non-beachfront.

SECTION 5. Zoning Text Amendment Findings.

Pursuant to MMC Section 17.74.040(C), the City Council hereby makes the following findings to approve ZTA No. 26-002 as stated in Section 6 of this ordinance.

A. The subject zoning text amendment is consistent with the objectives, policies, general land uses and programs specified in the General Plan. The proposed amendment serves to enhance the Malibu General Plan Mission Statement and protect the natural environment and rural residential character by regulating land use, discouraging "mansionization," and preserving vistas and open areas.

B. The City Council held a public hearing, reviewed the subject zoning text amendment application for compliance with the City of Malibu General Plan and MMC, and finds that ZTA No. 26-002 is consistent with the General Plan. The City Council found that the Beachfront definition is consistent with the historical application of the MMC and LCP by the City and CCC and does not change how Malibu has applied beachfront development standards previously. Rather, it clarifies what is and is not subject to beachfront development standards which differs from non-beachfront development standards.

SECTION 6. Zoning Text Amendment.

Section 17.02.060 (Definitions) of the MMC is hereby amended to add the following new definition as follows:

> "Beachfront" (including "beach-front") means a lot, parcel and/or property that (i) has at least one lot line within or directly contiguous to either the Pacific Ocean or beach directly contiguous to the ocean, (ii) does not have a zoning designation of Rural Residential, and (iii) has an existing or proposed primary use structure that is sited or will be sited directly on the beach and/or within a low-lying shoreline area contiguous to the beach or Pacific Ocean and not separated from the beach or ocean by a road, coastal bluff, cliff, hill, or other elevated coastal landform. The primary use structure must be within 300 feet from the mean high tide line at its closest point to the ocean. An ancillary structure on the beach shall not subject the lot, parcel and/or property to beachfront development standards if the primary use structure is not located on the beach. A lot, parcel, and/or property not meeting these criteria shall be considered non-beachfront.

SECTION 7. Submittal to California Coastal Commission.

The City Council hereby directs staff to submit the LCPA to the CCC per Title 14, California Code of Regulations Section 13544(c).

SECTION 8. Effective Date.

LCPA No. 26-002 and corollary ZTA No. 26-002 approved in this Ordinance shall become effective only upon final certification of the LCPA by the CCC.

SECTION 9. Severability.

Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared and this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phases be declared invalid or unconstitutional.

SECTION 10. The City Clerk shall certify the adoption of this ordinance.

PASSED, APPROVED AND ADOPTED this ____ day of ____ 2026.

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

Date: _____

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

_____
TREVOR RUSIN, Interim City Attorney

Docusign Envelope ID: 00B1DBF7-508A-80FA-8236-33CB18CAF1B7

City Council Meeting
10-12-26
Item 1.B.2.

WARRANT REGISTER NO. 798

On October 12, 2026, the Malibu City Council allowed and approved warrant demand numbers 80266-80405 from the General Fund. The City Manager is hereby directed to pay out the funds named hereon to each of the claimants listed, the amount appearing opposite their name for the purpose stated on the respective demands, making a total of $3,179,034.18. City of Malibu payroll check numbers 5590-5594 and ACH deposits were issued in the amount of $872,688.25.

PASSED, APPROVED and ADOPTED this 12th day of October 2026.

_____
Bruce Silverstein
Mayor

ATTEST:

_____
Kelsey Pettijohn
City Clerk

CERTIFICATE

In accordance with Government Code Sections 37202 and Malibu Municipal Code 3.08.050, I hereby certify that: (1) the claims or demands set forth in the warrant register(s) listed below and attached hereto and incorporated herein by this reference in the aggregate amount of $4,051,722.43 have been audited as to their accuracy; and (2) sufficient funds have been appropriated by the City Council and are available for the payment thereof.

EXECUTED this 1st day of October 2026, AT MALIBU, CALIFORNIA

Signed by:
Joseph D. Irvin
F849C5C36AED43F...
Joseph D. Irvin
City Manager

Docusign Envelope ID: 00B1DBF7-508A-80FA-8236-33CB18CAF1B7

Accounts Payable

Checks by Date - Summary by Check Number

User: craspe
Printed: 9/30/2026 8:28 AM

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
80266	BLUEBEAM	BLUEBEAM INC	09/16/2026	0.00	20,386.67
80267	4LEAF	4LEAF INC	09/23/2026	0.00	85,048.30
80268	ACCESS	ACCESS INFORMATION INTERMEDIA	09/23/2026	0.00	5,964.11
80269	ADJULLEE	THE ADJUL CORPORATION	09/23/2026	0.00	173,265.28
80270	BOOMERSB	BOOMERS BUDDIES RESCUE	09/23/2026	0.00	3,500.00
80271	CIVICSO	CIVIC SOLUTIONS INC	09/23/2026	0.00	28,035.00
80272	CJBIOMON	COURTNEY JEAN MCCAMMON	09/23/2026	0.00	1,320.00
80273	COASTALW	CALIFORNIA COASTAL WORKS LLC	09/23/2026	0.00	973.50
80274	COOKALI	ALLISON COOK	09/23/2026	0.00	7,755.00
80275	CSLEGACY	CS LEGACY CONSTRUCTION INC	09/23/2026	0.00	141,533.91
80276	FILIPPIN	FILIPPIN ENGINEERING INC	09/23/2026	0.00	32,140.25
80277	INTERWES	INTERWEST CONSULTING GROUP INC	09/23/2026	0.00	13,005.00
80278	MNS	MNS ENGINEERS INC	09/23/2026	0.00	2,577.85
80279	SAFEGUAR	SAFEGUARD BUSINESS SYSTEMS INC	09/23/2026	0.00	955.38
80280	TRUNORTH	TRUE NORTH COMPLIANCE SERVICE	09/23/2026	0.00	28,985.00
80281	USLABS	BUREAU VERITAS NORTH AMERICA I	09/23/2026	0.00	1,033.88
80282	ACCOUNTE	OFFICE TEAM A ROBERT HALF COMP	09/25/2026	0.00	4,004.64
80283	AHMSHA	SHAD U AHMED	09/25/2026	0.00	500.00
80284	ANAWALT	ANAWALT LUMBER CO INC	09/25/2026	0.00	123.09
80285	AVIVIC	VICTORIA AVITAL	09/25/2026	0.00	100.00
80286	BALCHR	CHRISTINE BALDWIN	09/25/2026	0.00	225.00
80287	BAREMI	EMILEE BARNOUIN	09/25/2026	0.00	225.00
80288	BROKATE	KATE BRODY	09/25/2026	0.00	300.00
80289	BURNS	BURNS PACIFIC CONSTRUCTION INC	09/25/2026	0.00	3,008.18
80290	CAMHEL	HELEN H CAMPANELLA	09/25/2026	0.00	250.00
80291	CHICAY	CAYSIE CHIPMAN	09/25/2026	0.00	225.00
80292	CRPRINT	EARTH PRINT INC	09/25/2026	0.00	502.05
80293	DAVCAROL	CAROL V DAVIS	09/25/2026	0.00	2,250.00
80294	DAVISPAR	PARKER DAVIS	09/25/2026	0.00	16.87
80295	EKMBRA	BRAYDEN EKMAN	09/25/2026	0.00	2,500.00
80296	FENCE	FENCE FACTORY	09/25/2026	0.00	910.10
80297	FRONTIER	FRONTIER CALIFORNIA INC	09/25/2026	0.00	2,052.83
80298	GIINDUS	GI INDUSTRIES	09/25/2026	0.00	5,297.54
80299	HARTSEL	BOB HARTS ELECTRIC INC	09/25/2026	0.00	3,483.24
80300	HINCHR	CHRISTINE HINDS	09/25/2026	0.00	230.00
80301	KLECHR	CHRIS KLEIN	09/25/2026	0.00	270.00
80302	KORALE	ALEXANDER KORCHAGIN	09/25/2026	0.00	300.00
80303	KOZMAR	MARILYN KOZIATEK	09/25/2026	0.00	300.00
80304	LACOCLE	LA COUNTY REGISTRAR-RECORDER	09/25/2026	0.00	25.00
80305	LACOCLE	LA COUNTY REGISTRAR-RECORDER	09/25/2026	0.00	25.00
80306	LACOCLE	LA COUNTY REGISTRAR-RECORDER	09/25/2026	0.00	25.00
80307	LACOCLE	LA COUNTY REGISTRAR-RECORDER	09/25/2026	0.00	25.00
80308	LIVESCAN	PAIGE S APAR	09/25/2026	0.00	220.00
80309	LLOPRI	PRISCILLA LLORENZ	09/25/2026	0.00	15.00
80310	MAINSTRE	ATHACO INC	09/25/2026	0.00	89.14
80311	MALMAR	MALIBU MARKET & DESIGN	09/25/2026	0.00	517.89
80312	MASTERCO	MASTER COOLING CORPORATION	09/25/2026	0.00	2,879.09

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Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
80313	MINDRYLL	THE MINDRY LLC	09/25/2026	0.00	300.00
80314	MOSSER	MOSSER PLUMBING & HEATING INC	09/25/2026	0.00	1,048.58
80315	PERBRY	BRYAN PEREZ	09/25/2026	0.00	250.00
80316	RAFPIO	PIOTR RAFALO	09/25/2026	0.00	250.00
80317	ROMDEN	DENISE ROMO	09/25/2026	0.00	654.49
80318	ROTHPAUL	PAUL ROTHBARD	09/25/2026	0.00	225.00
80319	SCEDISO	SOUTHERN CALIFORNIA EDISON CO	09/25/2026	0.00	40,140.87
80320	SHESAN	SANAM SHERIFF	09/25/2026	0.00	2,950.00
80321	SMASH	SMASH ATHLETICS INC	09/25/2026	0.00	174.63
80322	SPECTRUM	CHARTER COMMUNICATIONS HOLDI	09/25/2026	0.00	8,350.20
80323	STAPLES	STAPLES CONTRACT & COMMERCIAI	09/25/2026	0.00	1,579.44
80324	STAPLES	STAPLES CONTRACT & COMMERCIAI	09/25/2026	0.00	344.88
80325	SULLLUC	LUCY SULLIVAN	09/25/2026	0.00	250.00
80326	TOTALGRA	BRIAN SHORE	09/25/2026	0.00	656.35
80327	ULTMAINT	ULTIMATE MAINTENANCE SERVICES	09/25/2026	0.00	4,350.00
80328	VALLEYBA	VALLEY BACKFLOW INC	09/25/2026	0.00	255.00
80329	VERIZONW	VERIZON WIRELESS SERVICES LLC	09/25/2026	0.00	5,075.52
80330	WALJOS	JOSEPH WALDINGER	09/25/2026	0.00	250.00
80331	AETNA	HEALTH AND HUMAN RESOURCE CE	09/28/2026	0.00	179.31
80332	AFLAC	AFLAC-AMERICAN FAMILY LIFE ASS	09/28/2026	0.00	836.88
80333	BlueShie	BLUE SHIELD OF CALIFORNIA	09/28/2026	0.00	1,748.25
80334	DELTADE	DELTA DENTAL OF CALIFORNIA	09/28/2026	0.00	10,060.85
80335	FRANCHI	STATE OF CALIFORNIA FRANCHISE T	09/28/2026	0.00	150.00
80336	STANDARD	STANDARD INSURANCE COMPANY N	09/28/2026	0.00	11,400.22
80337	STANDARD	STANDARD INSURANCE COMPANY N	09/28/2026	0.00	448.00
80338	USBANK2	US BANK	09/28/2026	0.00	1,076.97
80339	USBANK	US BANK	09/29/2026	0.00	82,174.51
80340	33650PCH	33650 PACIFIC COAST HIGHWAY LLC	09/29/2026	0.00	50.00
80341	ACMEVALL	ACME VALLEY SECURITY SERVICES I	09/29/2026	0.00	17,743.60
80342	AMAZON	AMAZON CAPITAL SERVICES INC	09/29/2026	0.00	12,909.40
80343	ANAWALT	ANAWALT LUMBER CO INC	09/29/2026	0.00	207.23
80344	ANVBAR	BARDIA ANVAR	09/29/2026	0.00	50.00
80345	AT&TMOBI	AT&T MOBILITY	09/29/2026	0.00	136.39
80346	BATRON	RON BATOR	09/29/2026	0.00	10.00
80347	BURCAR	CARA BURGE	09/29/2026	0.00	200.00
80348	CALLMC	MARY CATHERINE CALLAGHAN	09/29/2026	0.00	250.00
80349	CHEVRON2	WRIGHT EXPRESS FSC WEX BANK	09/29/2026	0.00	1,728.35
80350	CRPRINT	EARTH PRINT INC	09/29/2026	0.00	1,925.14
80351	CUSMICCA	MICHAEL A AND CAROLINE CUSUMA	09/29/2026	0.00	50.00
80352	DEB&ADR	DEBORAH LYNN WEISS AND ADRIAN	09/29/2026	0.00	34,062.00
80353	DUTHIEEL	DUTHIE ELECTRICAL SERVICES	09/29/2026	0.00	429.39
80354	EXCELOFF	EXCEL OFFICE SERVICES	09/29/2026	0.00	1,149.31
80355	FRONTIER	FRONTIER CALIFORNIA INC	09/29/2026	0.00	1,825.96
80356	GAMBM	MITCHELL GAMBLE	09/29/2026	0.00	130.00
80357	GARMIC	MICHAEL GARDNER	09/29/2026	0.00	240.00
80358	GPACON	GPA CONSULTING	09/29/2026	0.00	50.00
80359	GRANITET	GRANITE TELECOMMUNICATIONS LI	09/29/2026	0.00	406.84
80360	HDSUPPLY	HD SUPPLY INC	09/29/2026	0.00	1,091.70
80361	HEATOW	HEATHER AND TOWNSEND BELL	09/29/2026	0.00	393.00
80362	KYBCAS	CASEY KYBER	09/29/2026	0.00	240.00
80363	LACOCLE	LA COUNTY REGISTRAR-RECORDER	09/29/2026	0.00	25.00
80364	MANMIC	MICHAEL ANTHONY MANFREDO	09/29/2026	0.00	250.00
80365	MASTERCO	MASTER COOLING CORPORATION	09/29/2026	0.00	21.52
80366	MCLANI	ANITA MCLAUGHLIN	09/29/2026	0.00	2,350.00
80367	MILLMS	MELISSA & SCOTT MILLER	09/29/2026	0.00	455.00
80368	NAKJON	JONATHAN NAKANO	09/29/2026	0.00	1,091.00
80369	NEXTIVA	NEXTIVA INC	09/29/2026	0.00	11,956.97

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Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
80370	NICLIN	LINDA NICHOLAS	09/29/2026	0.00	3,441.98
80371	PETERSOJ	JEFFREY PETERSON	09/29/2026	0.00	1,091.00
80372	POUOMI	OMID DANIEL POURKHALILI	09/29/2026	0.00	50.00
80373	RPBARRI	R P BARRICADE INC	09/29/2026	0.00	391.89
80374	SCEDISO	SOUTHERN CALIFORNIA EDISON CO	09/29/2026	0.00	959.22
80375	SIMMAR	MARY SIMOV	09/29/2026	0.00	200.00
80376	TABBAY	NOAH TYLER U TABBBAY	09/29/2026	0.00	294.15
80377	UNDERGR	UNDERGROUND SERVICE ALERT OF S	09/29/2026	0.00	259.10
80378	YADJAC	JACK YADEGAR	09/29/2026	0.00	396.00
80379	4LEAF	4LEAF INC	09/29/2026	0.00	23,210.00
80380	ADVANTAN	MAP COMMUNICATIONS INC	09/29/2026	0.00	299.44
80381	ANIMPEST	ANIMAL PEST MANAGEMENT SERVIC	09/29/2026	0.00	525.00
80382	CASQA	CALIFORNIA STORMWATER QUALITY	09/29/2026	0.00	2,334.00
80383	CJBIOMON	COURTNEY JEAN MCCAMMON	09/29/2026	0.00	15,096.50
80384	COTTON	COTTON SHIRES & ASSOCIATES INC	09/29/2026	0.00	91,517.25
80385	CROSSING	CROSSING GUARD SERVICES LLC	09/29/2026	0.00	3,830.40
80386	CSTASC	CONSTANT AND ASSOCIATES INC	09/29/2026	0.00	10,988.78
80387	DAPEERR	DAPEER ROSENBLIT & LITVAK LLP	09/29/2026	0.00	1,393.79
80388	EKALLC	ENGLANDER KNABE ALLEN & ASSOC	09/29/2026	0.00	750.00
80389	GIINDUS	GI INDUSTRIES	09/29/2026	0.00	3,549.39
80390	GUTSTE	STEVEN GUTIERREZ	09/29/2026	0.00	350.00
80391	INFINITY	INFINITY TECHNOLOGIES	09/29/2026	0.00	1,365.00
80392	KIMLEY	KIMLEY-HORN AND ASSOC INC	09/29/2026	0.00	2,355.00
80393	KOSMONT	KOSMONT & ASSOCIATES INC	09/29/2026	0.00	982.80
80394	LACOSHE	LA CO SHERIFF'S DEPARTMENT	09/29/2026	0.00	1,172,264.05
80395	LAZPARKI	LAZ KARP ASSOCIATES LLC	09/29/2026	0.00	54,064.61
80396	MASTERCO	MASTER COOLING CORPORATION	09/29/2026	0.00	7,898.79
80397	MNS	MNS ENGINEERS INC	09/29/2026	0.00	154.22
80398	PEGASUSS	PEGASUS STUDIOS	09/29/2026	0.00	16,000.00
80399	PEOPCON	THE PEOPLE CONCERN	09/29/2026	0.00	51,694.00
80400	REMOTESA	REMOTE SATELLITE SYSTEMS INT'L	09/29/2026	0.00	268.00
80401	RYLAND	STLR CORPORATION	09/29/2026	0.00	3,758.93
80402	THOGALLC	THOMAS GALLAWAY CORP	09/29/2026	0.00	41,956.02
80403	USBANK4	US BANK N.A.	09/29/2026	0.00	806,110.26
80404	VIAWEST	FLEXENTIAL COLORADO CORP	09/29/2026	0.00	2,850.17
80405	WILLSCOT	WILLIAMS SCOTSMAN INC	09/29/2026	0.00	12,402.90
			Report Total (140 checks):	0.00	3,179,034.18

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Accounts Payable

Transactions by Account

User: craspe
Printed: 09/30/2026 - 8:37AM
Batch: 00000.00.0000

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 24.09.2026 Vision Care-Cobra-Sta	09/28/2026	80333	-29.04	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 24.09.2026 Vision Care-Cobra-Du	09/28/2026	80333	9.68	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 24.09.2026 Vision Care-Cobra-Fre	09/28/2026	80333	17.30	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 24.09.2026 Vision Care-Cobra-Gr	09/28/2026	80333	17.30	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 24.09.2026 Vision Care-Cobra-Sar	09/28/2026	80333	9.68	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 24.09.2026 Vision Care-Cobra-Ket	09/28/2026	80333	17.30	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 24.09.2026 Vision Care-Cobra-Du	09/28/2026	80333	28.53	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 24.09.2026 Vision Care-Cobra-Joh	09/28/2026	80333	17.30	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 24.09.2026 Vision Care-Cobra-Car	09/28/2026	80333	9.68	
100-0000-2021-00	BLUE SHIELD OF CALIFORNIA	PR 24.09.2026 Vision Care-Cobra-Gir	09/28/2026	80333	-29.04	
			Vendor Subtotal:		68.69	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 24.09.2026 Dental Insurance-Cobr	09/28/2026	80334	157.75	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 24.09.2026 Dental Insurance-Cobr	09/28/2026	80334	157.75	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 24.09.2026 Dental Insurance-Cobr	09/28/2026	80334	97.04	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 24.09.2026 Dental Insurance-Cobr	09/28/2026	80334	50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 24.09.2026 Dental Insurance-Cobr	09/28/2026	80334	50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 24.09.2026 Dental Insurance-Cobr	09/28/2026	80334	50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 24.09.2026 Dental Insurance-Cobr	09/28/2026	80334	-150.18	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 24.09.2026 Dental Insurance-Cobr	09/28/2026	80334	97.04	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 24.09.2026 Dental Insurance-Cobr	09/28/2026	80334	97.04	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 24.09.2026 Dental Insurance-Cobr	09/28/2026	80334	97.04	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 24.09.2026 Dental Insurance-Cobr	09/28/2026	80334	-150.18	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 24.09.2026 Dental Insurance-Cobr	09/28/2026	80334	-50.06	
100-0000-2021-00	DELTA DENTAL OF CALIFORNIA	PR 24.09.2026 Dental Insurance-Cobr	09/28/2026	80334	50.06	
			Vendor Subtotal:		553.48	
100-0000-3431-00	LINDA NICHOLAS	Woolsey Fee Waiver - 29759 Cuthbert	09/29/2026	80370	484.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			484.00	
100-0000-3470-00	CHRISTINE BALDWIN	Ref - Parent & Me T-Ball 9/8-11/10/2(	09/25/2026	80286	225.00	
		Vendor Subtotal:			225.00	
100-0000-3470-00	EMILEE BARNOUIN	Ref - Parent & Me T-Ball 9/8-11/10/2(	09/25/2026	80287	225.00	
		Vendor Subtotal:			225.00	
100-0000-3470-00	RON BATOR	Ref - Teen Yoga Workshop 9/17/26	09/29/2026	80346	10.00	
		Vendor Subtotal:			10.00	
100-0000-3470-00	KATE BRODY	Ref - Intermediate Coding 9/8 - 11/10/	09/25/2026	80288	300.00	
		Vendor Subtotal:			300.00	
100-0000-3470-00	CARA BURGE	Ref - Parent & Me Dance 9/11 - 11/13/	09/29/2026	80347	200.00	
		Vendor Subtotal:			200.00	
100-0000-3470-00	CAYSIE CHIPMAN	Ref - Parent & Me T-Ball 9/8-11/10/2(	09/25/2026	80291	225.00	
		Vendor Subtotal:			225.00	
100-0000-3470-00	MICHAEL GARDNER	Ref - Intermediate Dog Obedience 9/1·	09/29/2026	80357	240.00	
		Vendor Subtotal:			240.00	
100-0000-3470-00	CHRISTINE HINDS	Ref - Beginner Dog Obedience 9/14-1(	09/25/2026	80300	230.00	
		Vendor Subtotal:			230.00	
100-0000-3470-00	CHRIS KLEIN	Ref - Music Together 9/9 - 11/18/26	09/25/2026	80301	270.00	
		Vendor Subtotal:			270.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-0000-3470-00	ALEXANDER KORCHAGIN	Ref - Beginner Coding 9/8 - 11/10/26	09/25/2026	80302	300.00	
		Vendor Subtotal:			300.00	
100-0000-3470-00	MARILYN KOZIATEK	Ref - Intermediate Coding 9/8 - 11/10/	09/25/2026	80303	300.00	
		Vendor Subtotal:			300.00	
100-0000-3470-00	CASEY KYBER	Ref - Beginner Dog Obedience 9/14 -	09/29/2026	80362	240.00	
		Vendor Subtotal:			240.00	
100-0000-3470-00	PRISCILLA LLORENZ	Ref - Afterschool Program 11/18/26	09/25/2026	80309	15.00	
		Vendor Subtotal:			15.00	
100-0000-3470-00	PAUL ROTHBARD	Ref - Parent & Me T-Ball 9/8-11/10/2(	09/25/2026	80318	225.00	
		Vendor Subtotal:			225.00	
100-0000-3470-00	MARY SIMOV	Ref - Parent & Me Dance 9/11 - 11/13,	09/29/2026	80375	200.00	
		Vendor Subtotal:			200.00	
100-3001-4209-00	STANDARD INSURANCE COMPA	PR 24.09.2026 STD/LTD	09/28/2026	80336	31.96	
		Vendor Subtotal:			31.96	
100-3001-5722-00	SOUTHERN CALIFORNIA EDISO	Cross Creek Rd Ped - Jul/Aug '26	09/25/2026	80319	14.98	
100-3001-5722-00	SOUTHERN CALIFORNIA EDISO	Broad Beach - Jul/Aug '26	09/25/2026	80319	13.57	
100-3001-5722-00	SOUTHERN CALIFORNIA EDISO	Webb Way Signal - Jul/Aug '26	09/25/2026	80319	171.57	
100-3001-5722-00	SOUTHERN CALIFORNIA EDISO	Traffic Control - Jul/Aug '26	09/25/2026	80319	145.61	
100-3001-5722-00	SOUTHERN CALIFORNIA EDISO	St Lighting - Jul/Aug '26	09/25/2026	80319	3,198.76	
100-3001-5722-00	SOUTHERN CALIFORNIA EDISO	Winter Cyn - Jul/Aug '26	09/25/2026	80319	92.56	
100-3001-5722-00	SOUTHERN CALIFORNIA EDISO	Street Lamps - Aug '26	09/25/2026	80319	16.36	
		Vendor Subtotal:			3,653.41	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-3001-5725-00	GI INDUSTRIES	Garbage - Bus Stop/Cross Creek - Sep	09/25/2026	80298	2,912.43	
		Vendor Subtotal:			2,912.43	
100-3001-6160-00	ANAWALT LUMBER CO INC	PW - Extention Cords (4)	09/29/2026	80343	205.00	
		Vendor Subtotal:			205.00	
100-3001-6160-00	R P BARRICADE INC	PW - Supplies	09/29/2026	80373	391.89	
		Vendor Subtotal:			391.89	
100-3001-6160-00	UNDERGROUND SERVICE ALER	Dig Alerts - Aug '26	09/29/2026	80377	136.30	
100-3001-6160-00	UNDERGROUND SERVICE ALER	Monthly Fee - Aug '26	09/29/2026	80377	122.80	
		Vendor Subtotal:			259.10	
100-3007-5722-00	SOUTHERN CALIFORNIA EDISO	CCSTF - Jul/Aug '26	09/25/2026	80319	883.88	
		Vendor Subtotal:			883.88	
100-3008-4202-00	CalPERS Health	PR 24.09.2026 Health Insur-Zanazania	09/28/2026	0	2,863.62	
100-3008-4202-00	CalPERS Health	PR 24.09.2026 Health Insur-Sanchez-(	09/28/2026	0	960.03	
		Vendor Subtotal:			3,823.65	
100-3008-4203-00	BLUE SHIELD OF CALIFORNIA	PR 24.09.2026 Vision Care-Zanazania	09/28/2026	80333	17.30	
		Vendor Subtotal:			17.30	
100-3008-4204-00	DELTA DENTAL OF CALIFORNIA	PR 24.09.2026 Dental Insurance-Zana	09/28/2026	80334	97.04	
		Vendor Subtotal:			97.04	
100-3008-4205-00	STANDARD INSURANCE COMPA	PR 24.09.2026 Additional Life Insur-Z	09/28/2026	80337	22.13	
		Vendor Subtotal:			22.13	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-3008-4209-00	STANDARD INSURANCE COMPA	PR 24.09.2026 STD/LTD	09/28/2026	80336	96.34	
		Vendor Subtotal:			96.34	
100-3008-5100-00	LORRIE FEINBERG	DB Updates - Public Works - Aug '26	09/29/2026	0	33.75	000004147
		Vendor Subtotal:			33.75	
100-3008-5100-00	MNS ENGINEERS INC	Task 1: Malibu Creek Ecological Rest	09/23/2026	80278	1,233.75	000004331
100-3008-5100-00	MNS ENGINEERS INC	Task 1: Malibu Creek Ecological Rest	09/29/2026	80397	154.22	000004331
		Vendor Subtotal:			1,387.97	
100-3008-5300-00	US BANK	PW-9462 APWA - Chapter Meeting A	09/29/2026	80339	105.00	
		Vendor Subtotal:			105.00	
100-3008-6160-00	STAPLES CONTRACT & COMME	Office Supplies - Public Works	09/25/2026	80323	83.08	
100-3008-6160-00	STAPLES CONTRACT & COMME	Office Supplies - Public Works	09/25/2026	80324	33.90	
		Vendor Subtotal:			116.98	
100-4001-4202-00	CalPERS Health	PR 24.09.2026 Health Insur-Quintana-	09/28/2026	0	1,128.53	
		Vendor Subtotal:			1,128.53	
100-4001-4203-00	BLUE SHIELD OF CALIFORNIA	PR 24.09.2026 Vision Care-Quintana-	09/28/2026	80333	9.68	
100-4001-4203-00	BLUE SHIELD OF CALIFORNIA	PR 24.09.2026 Vision Care-Snyder-O	09/28/2026	80333	-17.30	
		Vendor Subtotal:			-7.62	
100-4001-4204-00	DELTA DENTAL OF CALIFORNIA	PR 24.09.2026 Dental Insurance-Quin	09/28/2026	80334	50.06	
		Vendor Subtotal:			50.06	
100-4001-4205-00	STANDARD INSURANCE COMPA	PR 24.09.2026 Life Insur-Quintana-O	09/28/2026	80336	8.60	
		Vendor Subtotal:			8.60	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-4001-4209-00	STANDARD INSURANCE COMPA	PR 24.09.2026 STD/LTD	09/28/2026	80336	141.01	
		Vendor Subtotal:			141.01	
100-4001-4213-00	HEALTH AND HUMAN RESOUR(	PR 24.09.2026 Employee Assistance-(	09/28/2026	80331	1.39	
		Vendor Subtotal:			1.39	
100-4001-5300-00	US BANK	CS-1563 FSP/Lifework/Mandated Re	09/29/2026	80339	160.00	
100-4001-5300-00	US BANK	CS-8795 CPRS - Neurodivergent Trai	09/29/2026	80339	10.00	
		Vendor Subtotal:			170.00	
100-4001-5320-00	US BANK	HR-3834 Sr Rec Coordinator Recruitn	09/29/2026	80339	168.87	
		Vendor Subtotal:			168.87	
100-4001-6120-00	US BANK	CS-2169 Todoist/CBI Flipping - Annu	09/29/2026	80339	1,884.00	
		Vendor Subtotal:			1,884.00	
100-4001-6160-00	US BANK	CS-8164 Amazon - Supplies	09/29/2026	80339	127.52	
100-4001-6160-00	US BANK	CS-8795 Amazon - Supplies	09/29/2026	80339	35.88	
100-4001-6160-00	US BANK	CS-2169 Ralphs/PuraVida - Custodial	09/29/2026	80339	111.84	
100-4001-6160-00	US BANK	CS-8164 Bluedog - Shipping	09/29/2026	80339	9.99	
100-4001-6160-00	US BANK	CS-8795 Graze Craze/Amazon - Supp	09/29/2026	80339	549.51	
100-4001-6160-00	US BANK	CS-8164 Bluedog - Supplies	09/29/2026	80339	203.14	
		Vendor Subtotal:			1,037.88	
100-4002-4209-00	STANDARD INSURANCE COMPA	PR 24.09.2026 STD/LTD	09/28/2026	80336	17.79	
		Vendor Subtotal:			17.79	
100-4002-5300-00	US BANK	CS-8795 CPRS - CAMS Training - PT	09/29/2026	80339	315.00	
		Vendor Subtotal:			315.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-4002-6160-00	US BANK	CS-8795 Dept of Housing - Aquatic Ti	09/29/2026	80339	268.00	
100-4002-6160-00	US BANK	CS-1563 Amazon - Office Supplies	09/29/2026	80339	56.00	
		Vendor Subtotal:			324.00	
100-4003-4209-00	STANDARD INSURANCE COMPA	PR 24.09.2026 STD/LTD	09/28/2026	80336	8.76	
		Vendor Subtotal:			8.76	
100-4003-5610-00	ATHACO INC	Bluffs - Signage	09/25/2026	80310	89.14	
		Vendor Subtotal:			89.14	
100-4003-5721-00	US BANK	CS-1673 Satellite Phone Store - Charn	09/29/2026	80339	72.79	
		Vendor Subtotal:			72.79	
100-4003-6120-00	US BANK	CS-1673 Chronolog Legacy/Bluffs - A	09/29/2026	80339	360.00	
		Vendor Subtotal:			360.00	
100-4004-6160-00	US BANK	CS-8795 NCSI - Background Checks (	09/29/2026	80339	37.00	
100-4004-6160-00	US BANK	CS-1563 Ogden - Day Camp Dry Clea	09/29/2026	80339	58.99	
		Vendor Subtotal:			95.99	
100-4005-5640-00	ANAWALT LUMBER CO INC	Bluffs Skatepark - Caulking	09/25/2026	80284	7.71	
100-4005-5640-00	ANAWALT LUMBER CO INC	Bluffs Skatepark - Siding Supplies	09/25/2026	80284	31.63	
100-4005-5640-00	ANAWALT LUMBER CO INC	Bluffs Skatepark - Gate Latch	09/25/2026	80284	17.63	
		Vendor Subtotal:			56.97	
100-4005-5722-00	SOUTHERN CALIFORNIA EDISO	24250 1/2 PCH Skatepark 8/3 - 8/13/2	09/25/2026	80319	74.29	
		Vendor Subtotal:			74.29	
100-4005-6160-00	US BANK	CS-1563 Wall Decor Superstore - Skat	09/29/2026	80339	290.92	
100-4005-6160-00	US BANK	CS-8164 Giant Cleaners - Tablecloths	09/29/2026	80339	160.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			450.92	
100-4007-5107-00	MARY CATHERINE CALLAGHAN	Instructor - Dance Workshop 9/14/26	09/29/2026	80348	250.00	
		Vendor Subtotal:			250.00	
100-4007-5107-00	MICHAEL ANTHONY MANFREDO	Instructor - Nature Photography 9/16/2	09/29/2026	80364	250.00	
		Vendor Subtotal:			250.00	
100-4007-5107-00	THE MINDRY LLC	Instructor - Manifestation Meditation !	09/25/2026	80313	300.00	
		Vendor Subtotal:			300.00	
100-4007-5401-00	US BANK	CS-8795 Peachjar - Afterschool Progr	09/29/2026	80339	100.00	
		Vendor Subtotal:			100.00	
100-4007-6160-00	US BANK	CS-8795 NCSI - Backgroung Checks (	09/29/2026	80339	55.50	
100-4007-6160-00	US BANK	CS-1563 Amazon - Movie Rental Film	09/29/2026	80339	3.99	
		Vendor Subtotal:			59.49	
100-4008-4203-00	BLUE SHIELD OF CALIFORNIA	PR 24.09.2026 Vision Care-Winkler-C	09/28/2026	80333	-7.62	
		Vendor Subtotal:			-7.62	
100-4008-4209-00	STANDARD INSURANCE COMPA	PR 24.09.2026 STD/LTD	09/28/2026	80336	10.63	
		Vendor Subtotal:			10.63	
100-4008-5107-00	HELEN H CAMPANELLA	Instructor - Painting with Helen 8/26/2	09/25/2026	80290	250.00	
		Vendor Subtotal:			250.00	
100-4008-5107-00	LUCY SULLIVAN	Instructor - Watercolor Birds 9/3/26	09/25/2026	80325	250.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			250.00	
100-4008-5300-00	US BANK	CS-1563 CPRS/360Training - Sr Cent	09/29/2026	80339	77.49	
100-4008-5300-00	US BANK	CS-8795 CPRS - Senior Symposium T	09/29/2026	80339	70.00	
		Vendor Subtotal:			147.49	
100-4008-6160-00	US BANK	CS-1563 Sr Center Supplies	09/29/2026	80339	3,224.70	
		Vendor Subtotal:			3,224.70	
100-4010-4209-00	STANDARD INSURANCE COMPA	PR 24.09.2026 STD/LTD	09/28/2026	80336	15.12	
		Vendor Subtotal:			15.12	
100-4010-4213-00	HEALTH AND HUMAN RESOUR(	PR 24.09.2026 Employee Assistance-I	09/28/2026	80331	1.39	
		Vendor Subtotal:			1.39	
100-4010-5130-00	BURNS PACIFIC CONSTRUCTIOI	Fire Hydrant Painting & Concrete Gri	09/25/2026	80289	3,008.18	
		Vendor Subtotal:			3,008.18	
100-4010-5130-00	BOB HARTS ELECTRIC INC	Bluffs - Electrical Outlet Repair	09/25/2026	80299	408.76	
		Vendor Subtotal:			408.76	
100-4010-5710-00	FENCE FACTORY	Bluffs Portable Toilets 9/4 - 9/8/26	09/25/2026	80296	910.10	
		Vendor Subtotal:			910.10	
100-4010-5722-00	SOUTHERN CALIFORNIA EDISO	PCH Median - Jul/Aug '26	09/25/2026	80319	17.03	
100-4010-5722-00	SOUTHERN CALIFORNIA EDISO	Charmlee Park - Aug '26	09/25/2026	80319	448.09	
100-4010-5722-00	SOUTHERN CALIFORNIA EDISO	Rambla Pacifico - Jul/Aug '26	09/25/2026	80319	16.74	
100-4010-5722-00	SOUTHERN CALIFORNIA EDISO	Bluffs Park Lift Station - Jul/Aug '26	09/25/2026	80319	124.94	
100-4010-5722-00	SOUTHERN CALIFORNIA EDISO	Community Services - Jul/Aug '26	09/25/2026	80319	1,090.58	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			1,697.38	
100-4010-5725-00	GI INDUSTRIES	Garbage - Bluffs/Equestrian - Sep '26 .	09/25/2026	80298	1,317.89	
100-4010-5725-00	GI INDUSTRIES	Garbage - Charmlee - Sep '26 Acct#23	09/25/2026	80298	273.09	
		Vendor Subtotal:			1,590.98	
100-4010-6160-00	ANAWALT LUMBER CO INC	Trancas - Paint	09/25/2026	80284	11.01	
100-4010-6160-00	ANAWALT LUMBER CO INC	Bluffs - Key Storage	09/25/2026	80284	55.11	
100-4010-6160-00	ANAWALT LUMBER CO INC	CS - Service Fee	09/29/2026	80343	2.23	
		Vendor Subtotal:			68.35	
100-4010-6160-00	US BANK	CS-2481 Chevron - Fuel Cans	09/29/2026	80339	57.74	
		Vendor Subtotal:			57.74	
100-4010-6400-00	US BANK	CS-7433 Red Wing Shoes - Boots - Pa	09/29/2026	80339	327.09	
		Vendor Subtotal:			327.09	
100-4010-7300-00	US BANK	CS-1673 Credit - DHL USA Customs	09/29/2026	80339	-1,066.68	
		Vendor Subtotal:			-1,066.68	
100-4011-4209-00	STANDARD INSURANCE COMPA	PR 24.09.2026 STD/LTD	09/28/2026	80336	5.27	
		Vendor Subtotal:			5.27	
100-4011-5401-00	BRIAN SHORE	Banner - BuBash Carnival	09/25/2026	80326	182.23	000004684
		Vendor Subtotal:			182.23	
100-4011-6160-00	US BANK	CS-8164 Pure Imagination/Amazon - S	09/29/2026	80339	2,162.12	
		Vendor Subtotal:			2,162.12	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-4012-5401-00	BRIAN SHORE	Posters - J. Chaney Art Exhibit	09/25/2026	80326	474.12	000004684
		Vendor Subtotal:			474.12	
100-4012-6160-00	US BANK	CS-1563 Ralphs - Performance in the I	09/29/2026	80339	23.07	
		Vendor Subtotal:			23.07	
100-7001-5300-00	US BANK	CM-3100 CCCA - Board of Directors	09/29/2026	80339	10.00	
		Vendor Subtotal:			10.00	
100-7001-5930-00	BOOMERS BUDDIES RESCUE	FY 26/27 General Fund Grant	09/23/2026	80270	3,500.00	
		Vendor Subtotal:			3,500.00	
100-7001-6160-00	STAPLES CONTRACT & COMME	Office Supplies - City Council	09/25/2026	80323	54.98	
		Vendor Subtotal:			54.98	
100-7002-4209-00	STANDARD INSURANCE COMPA	PR 24.09.2026 STD/LTD	09/28/2026	80336	15.15	
		Vendor Subtotal:			15.15	
100-7002-5100-00	MAP COMMUNICATIONS INC	Live Telephone Answering Svcs - Sep	09/29/2026	80380	299.44	000004376
		Vendor Subtotal:			299.44	
100-7002-5100-00	ENGLANDER KNABE ALLEN & A	Crisis Communication - Aug '26	09/29/2026	80388	750.00	000004703
		Vendor Subtotal:			750.00	
100-7002-5100-00	PEGASUS STUDIOS	Video Broadcast Svcs - Aug '26	09/29/2026	80398	16,000.00	000004427
		Vendor Subtotal:			16,000.00	
100-7002-5401-00	US BANK	CM-1480 Facebook - Ads for City Ev	09/29/2026	80339	395.53	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			395.53	
100-7002-6165-00	US BANK	CM-1480 Linktree - Social Media "Li	09/29/2026	80339	144.00	
		Vendor Subtotal:			144.00	
100-7002-7600-00	US BANK	CM-6076 Amazon/Ralphs - Supplies	09/29/2026	80339	548.35	
		Vendor Subtotal:			548.35	
100-7003-4202-00	CalPERS Health	PR 24.09.2026 Health Insur-Loera-Se	09/28/2026	0	1,128.53	
		Vendor Subtotal:			1,128.53	
100-7003-4203-00	BLUE SHIELD OF CALIFORNIA	PR 24.09.2026 Vision Care-Loera-Sep	09/28/2026	80333	9.68	
		Vendor Subtotal:			9.68	
100-7003-4204-00	DELTA DENTAL OF CALIFORNIA	PR 24.09.2026 Dental Insurance-Loer	09/28/2026	80334	50.06	
		Vendor Subtotal:			50.06	
100-7003-4209-00	STANDARD INSURANCE COMPA	PR 24.09.2026 STD/LTD	09/28/2026	80336	215.15	
		Vendor Subtotal:			215.15	
100-7003-5100-00	KOSMONT & ASSOCIATES INC	Economic/Funding Advisory Svcs - A	09/29/2026	80393	982.80	000004501
		Vendor Subtotal:			982.80	
100-7003-5100-01	STLR CORPORATION	School District Separation - Aug '26	09/29/2026	80401	3,758.93	000003541
		Vendor Subtotal:			3,758.93	
100-7003-5340-00	PARKER DAVIS	Mileage - Sea Level Drive/City Hall R	09/25/2026	80294	16.87	
		Vendor Subtotal:			16.87	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-7005-5103-00	DAPEER ROSENBLIT & LITVAK	City Prosecutor Svc - Jul '26	09/29/2026	80387	1,393.79	000002553
		Vendor Subtotal:			1,393.79	
100-7007-4209-00	STANDARD INSURANCE COMPA	PR 24.09.2026 STD/LTD	09/28/2026	80336	32.68	
		Vendor Subtotal:			32.68	
100-7007-5150-00	US BANK	CC-2343 Fedex - Nomination Paper Sl	09/29/2026	80339	142.93	
		Vendor Subtotal:			142.93	
100-7007-5300-00	US BANK	CC-1018 CMCA Event 10/27-10/30/2	09/29/2026	80339	500.00	
		Vendor Subtotal:			500.00	
100-7007-5330-00	US BANK	CC-1018 CMCA Membership Renewa	09/29/2026	80339	300.00	
100-7007-5330-00	US BANK	CC-0994 CMCA Membership Renewa	09/29/2026	80339	300.00	
		Vendor Subtotal:			600.00	
100-7007-6160-00	STAPLES CONTRACT & COMME	Office Supplies - City Clerk	09/25/2026	80324	288.94	
		Vendor Subtotal:			288.94	
100-7021-4209-00	STANDARD INSURANCE COMPA	PR 24.09.2026 STD/LTD	09/28/2026	80336	58.53	
		Vendor Subtotal:			58.53	
100-7021-5100-00	CROSSING GUARD SERVICES LI	Crossing Guard Svcs - Aug '26	09/29/2026	80385	3,830.40	000004595
		Vendor Subtotal:			3,830.40	
100-7021-5100-00	CONSTANT AND ASSOCIATES IN	EOC IMT Tabletop Exercise - Aug '26	09/29/2026	80386	10,988.78	000004757
		Vendor Subtotal:			10,988.78	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
100-7021-5100-00	STEVEN GUTIERREZ	Parking Enforcement Hearings 9/3/26	09/29/2026	80390	350.00	000004374
		Vendor Subtotal:			350.00	
100-7021-5115-00	LA CO SHERIFF'S DEPARTMENT	Sheriff's Svcs - Traffic Enforcement - .	09/29/2026	80394	16,449.12	000004761
100-7021-5115-00	LA CO SHERIFF'S DEPARTMENT	Sheriff's Svcs - Lost Hills - Aug '26	09/29/2026	80394	938,189.86	000004761
100-7021-5115-00	LA CO SHERIFF'S DEPARTMENT	Sheriff's Svcs - Liaison 7/9 - 7/17/26	09/29/2026	80394	25,076.14	000004761
		Vendor Subtotal:			979,715.12	
100-7021-5116-00	LA CO SHERIFF'S DEPARTMENT	Sheriff's Svcs - Beach Team - Jul '26	09/29/2026	80394	166,836.48	000004761
		Vendor Subtotal:			166,836.48	
100-7021-5119-00	THE PEOPLE CONCERN	Homeless Outreach - Aug '26	09/29/2026	80399	25,039.00	000003783
100-7021-5119-00	THE PEOPLE CONCERN	Homeless Outreach - Jul '26	09/29/2026	80399	26,655.00	000003783
		Vendor Subtotal:			51,694.00	
100-7021-5122-00	LAZ KARP ASSOCIATES LLC	Parking Enforcement - Aug '26	09/29/2026	80395	54,064.61	000004318
		Vendor Subtotal:			54,064.61	
100-7021-5300-00	NOAH TYLER U TABBBAY	Reimb - National CERT Conference 8/	09/29/2026	80376	294.15	
		Vendor Subtotal:			294.15	
100-7021-5320-00	US BANK	HR-3834 Public Safety Director Recrt	09/29/2026	80339	292.01	
100-7021-5320-00	US BANK	PS-4213 Zinque - Fire Liason Intervie	09/29/2026	80339	108.12	
		Vendor Subtotal:			400.13	
100-7021-5640-00	SOUTHERN CALIFORNIA EDISO	Tier - Jul/Aug '26	09/25/2026	80319	160.89	
		Vendor Subtotal:			160.89	
100-7021-5640-00	US BANK	PS-2785 AED Superstore - Arch AED	09/29/2026	80339	524.95	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			524.95	
100-7021-5721-00	AT&T MOBILITY	Phone Lines - EOC/PS 8/2 - 9/1/26	09/29/2026	80345	136.39	
		Vendor Subtotal:			136.39	
100-7021-5721-00	REMOTE SATELLITE SYSTEMS I	Satellite Phones - Oct '26	09/29/2026	80400	268.00	
		Vendor Subtotal:			268.00	
100-7021-5721-00	US BANK	IS-6901 Starlink - CH/PS/VOP	09/29/2026	80339	1,060.00	
		Vendor Subtotal:			1,060.00	
100-7021-6120-00	US BANK	PS-8271 Veribook - Monthly - Jul '26	09/29/2026	80339	24.41	
100-7021-6120-00	US BANK	PS-2785 OpenAI - Monthly	09/29/2026	80339	20.00	
100-7021-6120-00	US BANK	PS-8271 Veribook - Monthly - Jun '26	09/29/2026	80339	24.52	
		Vendor Subtotal:			68.93	
100-7021-6160-00	STAPLES CONTRACT & COMME	Office Supplies - Public Safety	09/25/2026	80323	9.99	
		Vendor Subtotal:			9.99	
100-7021-6160-00	US BANK	PS-8271 Ralphs - Training Supplies	09/29/2026	80339	203.89	
100-7021-6160-00	US BANK	PS-2785 Vista Print Refund/CERT Su	09/29/2026	80339	82.65	
100-7021-6160-00	US BANK	IS-6901 DirectTV - EOC/PS	09/29/2026	80339	248.98	
100-7021-6160-00	US BANK	PS-4213 Amazon - Floor Mat	09/29/2026	80339	32.69	
100-7021-6160-00	US BANK	PS-8271 Amazon - Supplies	09/29/2026	80339	8.31	
		Vendor Subtotal:			576.52	
100-7021-6160-01	US BANK	PS-4213 Tigertough - VOP Vehicle Se	09/29/2026	80339	274.53	
		Vendor Subtotal:			274.53	
100-7054-4209-00	STANDARD INSURANCE COMPA	PR 24.09.2026 STD/LTD	09/28/2026	80336	44.67	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			44.67	
100-7054-5100-00	CalPERS Retirement	GASB-68 Reports and Schedules-Rep	09/28/2026	0	350.00	
		Vendor Subtotal:			350.00	
100-7054-5300-00	US BANK	AS-6486 MMASC/CalPers - Conferen	09/29/2026	80339	567.62	
		Vendor Subtotal:			567.62	
100-7054-5405-00	SAFEGUARD BUSINESS SYSTEM	AP Check Stock	09/23/2026	80279	955.38	
		Vendor Subtotal:			955.38	
100-7054-6160-00	STAPLES CONTRACT & COMME	Office Supplies - Finance	09/25/2026	80323	237.23	
100-7054-6160-00	STAPLES CONTRACT & COMME	Office Supplies - Finance	09/25/2026	80323	166.17	
		Vendor Subtotal:			403.40	
100-7054-6160-00	US BANK	AS-6486 Amazon - Supplies	09/29/2026	80339	7.70	
		Vendor Subtotal:			7.70	
100-7058-4209-00	STANDARD INSURANCE COMPA	PR 24.09.2026 STD/LTD	09/28/2026	80336	20.64	
		Vendor Subtotal:			20.64	
100-7058-5300-00	DENISE ROMO	Reimb - CalPers Hilton 8/17-8/18/26 -	09/25/2026	80317	654.49	
		Vendor Subtotal:			654.49	
100-7058-5300-00	US BANK	HR-5582 CalPers Conference '26 - HR	09/29/2026	80339	574.36	
		Vendor Subtotal:			574.36	
100-7058-5320-00	SHAD U AHMED	Reimb - Travel	09/25/2026	80283	500.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			500.00	
100-7058-5320-00	PAIGE S APAR	Fingerprinting - New Employees (4)	09/25/2026	80308	220.00	
		Vendor Subtotal:			220.00	
100-7058-5320-00	US BANK	CM-1480 LinkedIn - Recruitment Ads	09/29/2026	80339	426.43	
		Vendor Subtotal:			426.43	
100-7058-6160-00	US BANK	HR-3834 Ralphs/Amazon - Supplies	09/29/2026	80339	181.99	
		Vendor Subtotal:			181.99	
100-7059-4205-00	STANDARD INSURANCE COMPA	PR 24.09.2026 Life Insur-Rounding	09/28/2026	80336	-0.07	
		Vendor Subtotal:			-0.07	
100-7059-4209-00	STANDARD INSURANCE COMPA	PR 24.09.2026 STD/LTD-Rounding	09/28/2026	80336	0.06	
		Vendor Subtotal:			0.06	
100-7059-4212-00	CalPERS Health	PR 24.09.2026 Health Insur-ER Share	09/28/2026	0	38,549.13	
		Vendor Subtotal:			38,549.13	
100-7059-5210-00	SOUTHERN CALIFORNIA EDISO	Service Fee - Jul/Aug '26	09/25/2026	80319	142.44	
		Vendor Subtotal:			142.44	
100-7059-5210-00	CalPERS Health	PR 24.09.2026 Health Insur-Admin Fe	09/28/2026	0	35.53	
100-7059-5210-00	CalPERS Health	PR 24.09.2026 Health Insur-Admin Fe	09/28/2026	0	165.04	
		Vendor Subtotal:			200.57	
100-7059-5640-00	EXCEL OFFICE SERVICES	Copier Maint 8/17 - 9/16/26	09/29/2026	80354	1,149.31	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			1,149.31	
100-7059-5720-00	ACCESS INFORMATION INTERM	Shred Svcs 8/31/26	09/23/2026	80268	212.62	000003532
100-7059-5720-00	ACCESS INFORMATION INTERM	Offsite Records Svcs - Aug '26	09/23/2026	80268	5,751.49	000003532
		Vendor Subtotal:			5,964.11	
100-7059-5721-00	FRONTIER CALIFORNIA INC	Bluffs 2nd Wifi - Sep '26	09/25/2026	80297	238.33	
		Vendor Subtotal:			238.33	
100-7059-5721-00	GRANITE TELECOMMUNICATIC	Elevator, Alarm, Voice Lines - Sep '26	09/29/2026	80359	406.84	
		Vendor Subtotal:			406.84	
100-7059-5721-00	NEXTIVA INC	City Hall Phone Svcs 8/18 - 9/17/26	09/29/2026	80369	5,962.81	000003853
100-7059-5721-00	NEXTIVA INC	City Hall Phone Svcs 9/18 -10/17/26	09/29/2026	80369	5,994.16	000003853
		Vendor Subtotal:			11,956.97	
100-7059-5721-00	VERIZON WIRELESS SERVICES I	Cell Phone Svc 7/24 - 8/23/26	09/25/2026	80329	5,075.52	
		Vendor Subtotal:			5,075.52	
100-7059-5800-00	WILLIAMS SCOTSMAN INC	MCLE Restroom Trailer - Toilet 9/2 -	09/29/2026	80405	8,522.51	
100-7059-5800-00	WILLIAMS SCOTSMAN INC	Temp Office Trailer 8/28 - 9/27/26	09/29/2026	80405	2,844.04	
100-7059-5800-00	WILLIAMS SCOTSMAN INC	MCLE Restroom Trailer - Tank 9/1 - 9	09/29/2026	80405	1,036.35	
		Vendor Subtotal:			12,402.90	
100-7059-6160-00	AMAZON CAPITAL SERVICES IN	HR - Printer Drum	09/29/2026	80342	460.81	
100-7059-6160-00	AMAZON CAPITAL SERVICES IN	HR - Toner	09/29/2026	80342	673.70	
		Vendor Subtotal:			1,134.51	
100-7059-6160-00	EARTH PRINT INC	Business Cards - City Staff	09/25/2026	80292	146.52	000004679
100-7059-6160-00	EARTH PRINT INC	Business Cards - City Staff	09/25/2026	80292	355.53	000004679

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			502.05	
100-7059-6160-00	STAPLES CONTRACT & COMME	Office Supplies - Non Departmental	09/25/2026	80323	78.87	
100-7059-6160-00	STAPLES CONTRACT & COMME	Office Supplies - Non Departmental	09/25/2026	80323	786.74	
		Vendor Subtotal:			865.61	
100-7059-6160-00	US BANK	IS-6901 Amazon - Microfibre Cloth	09/29/2026	80339	21.50	
		Vendor Subtotal:			21.50	
		Subtotal for Section 1: 100			1,425,163.95	
101-0000-3203-00	LINDA NICHOLAS	Woolsey Fee Waiver - 29759 Cuthbert	09/29/2026	80370	53.75	
		Vendor Subtotal:			53.75	
101-0000-3208-00	LINDA NICHOLAS	Woolsey Fee Waiver - 29759 Cuthbert	09/29/2026	80370	215.00	
		Vendor Subtotal:			215.00	
101-0000-3408-00	MELISSA & SCOTT MILLER	Ref - Biology Review - OC 26-120	09/29/2026	80367	430.00	
		Vendor Subtotal:			430.00	
101-0000-3408-00	LINDA NICHOLAS	Woolsey Fee Waiver - 29759 Cuthbert	09/29/2026	80370	430.00	
		Vendor Subtotal:			430.00	
101-0000-3409-00	LINDA NICHOLAS	Woolsey Fee Waiver - 29759 Cuthbert	09/29/2026	80370	44.00	
		Vendor Subtotal:			44.00	
101-0000-3412-00	MALIBU MARKET & DESIGN	Palisades Fee Waiver PVPF 25-147	09/25/2026	80311	264.00	
		Vendor Subtotal:			264.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
101-0000-3414-00	MALIBU MARKET & DESIGN	Palisades Fee Waiver PVPF 25-147	09/25/2026	80311	239.00	
		Vendor Subtotal:			239.00	
101-0000-3414-00	LINDA NICHOLAS	Woolsey Fee Waiver - 29759 Cuthbert	09/29/2026	80370	1,699.00	
		Vendor Subtotal:			1,699.00	
101-0000-3419-00	MALIBU MARKET & DESIGN	Palisades Fee Waiver PVPF 25-147	09/25/2026	80311	14.89	
		Vendor Subtotal:			14.89	
101-0000-3419-00	LINDA NICHOLAS	Woolsey Fee Waiver - 29759 Cuthbert	09/29/2026	80370	11.92	
		Vendor Subtotal:			11.92	
101-0000-3421-00	33650 PACIFIC COAST HIGHWAY	CEQA Fee Reduction - CDP 25-034	09/29/2026	80340	50.00	
		Vendor Subtotal:			50.00	
101-0000-3421-00	BARDIA ANVAR	CEQA Fee Reduction - CDPPF 25-00	09/29/2026	80344	50.00	
		Vendor Subtotal:			50.00	
101-0000-3421-00	MICHAEL A AND CAROLINE CUS	CEQA Fee Reduction - CDP 25-015	09/29/2026	80351	50.00	
		Vendor Subtotal:			50.00	
101-0000-3421-00	GPA CONSULTING	CEQA Fee Reduction - APR 26-036	09/29/2026	80358	50.00	
		Vendor Subtotal:			50.00	
101-0000-3421-00	HEATHER AND TOWNSEND BEL	Ref - Substantial Conformance PVPF	09/29/2026	80361	393.00	
		Vendor Subtotal:			393.00	
101-0000-3421-00	MELISSA & SCOTT MILLER	CEQA Fee Reduction - OC 26-120	09/29/2026	80367	25.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			25.00	
101-0000-3421-00	JONATHAN NAKANO	Ref - Cert of Compliance - CDP 23-03	09/29/2026	80368	1,091.00	
		Vendor Subtotal:			1,091.00	
101-0000-3421-00	LINDA NICHOLAS	Woolsey Fee Waiver - 29759 Cuthbert	09/29/2026	80370	378.00	
		Vendor Subtotal:			378.00	
101-0000-3421-00	JEFFREY PETERSON	Ref - Cert of Compliance - CDP 15-07	09/29/2026	80371	1,091.00	
		Vendor Subtotal:			1,091.00	
101-0000-3421-00	OMID DANIEL POURKHALILI	CEQA Fee Reduction - ADU 25-004	09/29/2026	80372	50.00	
		Vendor Subtotal:			50.00	
101-0000-3421-00	JACK YADEGAR	Ref - Primary View Determination PV	09/29/2026	80378	396.00	
		Vendor Subtotal:			396.00	
101-0000-3427-00	LINDA NICHOLAS	Woolsey Fee Waiver - 29759 Cuthbert	09/29/2026	80370	18.81	
		Vendor Subtotal:			18.81	
101-0000-3435-00	LINDA NICHOLAS	Woolsey Fee Waiver - 29759 Cuthbert	09/29/2026	80370	107.50	
		Vendor Subtotal:			107.50	
101-2001-4202-00	CalPERS Health	PR 24.09.2026 Health Insur-Grogan-S	09/28/2026	0	-1,975.38	
101-2001-4202-00	CalPERS Health	PR 24.09.2026 Health Insur-Faggins-C	09/28/2026	0	1,431.81	
		Vendor Subtotal:			-543.57	
101-2001-4203-00	BLUE SHIELD OF CALIFORNIA	PR 24.09.2026 Vision Care-Faggins-C	09/28/2026	80333	17.72	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			17.72	
101-2001-4204-00	DELTA DENTAL OF CALIFORNIA	PR 24.09.2026 Dental Insurance-Fagg	09/28/2026	80334	107.11	
		Vendor Subtotal:			107.11	
101-2001-4205-00	STANDARD INSURANCE COMPA	PR 24.09.2026 Additional Life Insur-F	09/28/2026	80337	12.35	
101-2001-4205-00	STANDARD INSURANCE COMPA	PR 24.09.2026 Life Insur-Faggins-Oct	09/28/2026	80336	12.21	
		Vendor Subtotal:			24.56	
101-2001-4209-00	STANDARD INSURANCE COMPA	PR 24.09.2026 STD/LTD	09/28/2026	80336	188.98	
		Vendor Subtotal:			188.98	
101-2001-4213-00	HEALTH AND HUMAN RESOUR(	PR 24.09.2026 Employee Assistance-F	09/28/2026	80331	1.39	
		Vendor Subtotal:			1.39	
101-2001-5100-00	CIVIC SOLUTIONS INC	Contract Planning Svcs - Aug '26	09/23/2026	80271	28,035.00	000004413
		Vendor Subtotal:			28,035.00	
101-2001-5100-00	COURTNEY JEAN MCCAMMON	City Proj Biologist - Aug '26	09/29/2026	80383	1,962.50	000004442
		Vendor Subtotal:			1,962.50	
101-2001-5100-00	CALIFORNIA COASTAL WORKS	Planning Svcs - Aug '26	09/23/2026	80273	767.00	000004395
101-2001-5100-00	CALIFORNIA COASTAL WORKS	3700 La Paz - Aug '26	09/23/2026	80273	206.50	000004397
		Vendor Subtotal:			973.50	
101-2001-5100-00	ALLISON COOK	Planning Svcs - Aug '26	09/23/2026	80274	7,755.00	000004394
		Vendor Subtotal:			7,755.00	
101-2001-5100-00	INFINITY TECHNOLOGIES	GIS Svcs - Aug '26	09/29/2026	80391	1,365.00	000004377

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			1,365.00	
101-2001-5100-00	LORRIE FEINBERG	DB Updates - Planning - Aug '26	09/29/2026	0	8,201.25	000004147
		Vendor Subtotal:			8,201.25	
101-2001-5100-00	MARINA SEK	Contract Planning 8/1 - 8/23/26	09/23/2026	0	12,598.00	000004360
101-2001-5100-00	MARINA SEK	Contract Planning 8/24 - 8/31/26	09/23/2026	0	4,285.00	000004360
		Vendor Subtotal:			16,883.00	
101-2001-5100-01	COURTNEY JEAN MCCAMMON	Contract Biologist - Aug '26	09/29/2026	80383	11,484.00	000004442
		Vendor Subtotal:			11,484.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 6257 Gayton Pl - ACD	09/25/2026	80304	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 7049 Birdview Ave - C	09/25/2026	80307	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 29623 Harvester Rd - I	09/25/2026	80306	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - Citywide Project - APF	09/25/2026	80305	25.00	
101-2001-5210-00	LA COUNTY REGISTRAR-RECOR	CEQA Filing - 31621 Sea Level Dr - A	09/29/2026	80363	25.00	
		Vendor Subtotal:			125.00	
101-2001-5300-00	BRAYDEN EKMAN	FY26/27 Tuition Reimbursement	09/25/2026	80295	2,500.00	
		Vendor Subtotal:			2,500.00	
101-2001-5330-00	US BANK	CDD-0241 APA Annual Membership -	09/29/2026	80339	1,724.80	
101-2001-5330-00	US BANK	CDD-0241 APWA Annual Membershi	09/29/2026	80339	315.00	
101-2001-5330-00	US BANK	CDD-7736 APA Annual Membership -	09/29/2026	80339	543.20	
101-2001-5330-00	US BANK	CDD-5265 APA Annual Membership -	09/29/2026	80339	720.20	
		Vendor Subtotal:			3,303.20	
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	09/29/2026	80350	231.79	000004679
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	09/29/2026	80350	434.45	000004679
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	09/29/2026	80350	196.50	000004679
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	09/29/2026	80350	309.86	000004679
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	09/29/2026	80350	430.56	000004679

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	09/29/2026	80350	166.96	000004679
101-2001-5401-00	EARTH PRINT INC	Public Notice Postcard Mailings	09/29/2026	80350	155.02	000004679
		Vendor Subtotal:			1,925.14	
101-2001-6120-00	US BANK	CDD-5265 Zoom - Monthly	09/29/2026	80339	16.71	
		Vendor Subtotal:			16.71	
101-2001-6160-00	STAPLES CONTRACT & COMME	Office Supplies - Planning	09/25/2026	80324	22.04	
101-2001-6160-00	STAPLES CONTRACT & COMME	Office Supplies - Planning	09/25/2026	80323	162.38	
		Vendor Subtotal:			184.42	
101-2001-6160-00	US BANK	CDD-7736 Amazon - Supplies	09/29/2026	80339	22.25	
		Vendor Subtotal:			22.25	
101-2004-4202-00	CalPERS Health	PR 24.09.2026 Health Insur-Johnson 2	09/28/2026	0	1,835.82	
		Vendor Subtotal:			1,835.82	
101-2004-4209-00	STANDARD INSURANCE COMPA	PR 24.09.2026 STD/LTD	09/28/2026	80336	56.43	
		Vendor Subtotal:			56.43	
101-2004-5100-00	COTTON SHIRES & ASSOCIATES	Geo/Coastal Engr Counter Hours - Jul	09/29/2026	80384	8,755.00	000004760
101-2004-5100-00	COTTON SHIRES & ASSOCIATES	EH Counter Hours - Jul '26	09/29/2026	80384	21,321.00	000004760
101-2004-5100-00	COTTON SHIRES & ASSOCIATES	PF PCH Coastal Erosion Assessments	09/29/2026	80384	40,518.75	000004760
101-2004-5100-00	COTTON SHIRES & ASSOCIATES	Special Projects - Jul '26	09/29/2026	80384	5,311.00	000004760
101-2004-5100-00	COTTON SHIRES & ASSOCIATES	B&S Misc Svcs - Jul '26	09/29/2026	80384	3,296.00	000004760
101-2004-5100-00	COTTON SHIRES & ASSOCIATES	Planning Misc Svcs - Jul '26	09/29/2026	80384	1,184.50	000004760
		Vendor Subtotal:			80,386.25	
101-2004-5100-00	LORRIE FEINBERG	DB Updates - Building Safety - Aug '2	09/29/2026	0	8,268.75	000004147
		Vendor Subtotal:			8,268.75	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
101-2004-5107-00	TRUE NORTH COMPLIANCE SEF	Interim Bldg Official, F. Segovia - Jul	09/23/2026	80280	28,985.00	000004319
		Vendor Subtotal:			28,985.00	
101-2004-5300-00	MITCHELL GAMBLE	Reimb - ICC Training Renewal '26	09/29/2026	80356	130.00	
		Vendor Subtotal:			130.00	
101-2004-5300-00	US BANK	CDD-0241 CALBO - City Inspectors	09/29/2026	80339	250.00	
101-2004-5300-00	US BANK	CDD-0241 CALBO - Education Week	09/29/2026	80339	750.00	
		Vendor Subtotal:			1,000.00	
101-2004-6160-00	US BANK	CDD-7736 Amazon - Supplies	09/29/2026	80339	53.34	
		Vendor Subtotal:			53.34	
101-2004-6400-00	US BANK	CDD-0241 Lands End - CDD Uniforn	09/29/2026	80339	42.24	
		Vendor Subtotal:			42.24	
101-2010-4209-00	STANDARD INSURANCE COMPA	PR 24.09.2026 STD/LTD	09/28/2026	80336	7.40	
		Vendor Subtotal:			7.40	
101-2010-5100-00	COTTON SHIRES & ASSOCIATES	EH Reviews - Jul '26	09/29/2026	80384	10,815.00	000004760
		Vendor Subtotal:			10,815.00	
101-2010-5300-00	US BANK	CDD-7736 NOWRA - Septic Design 1	09/29/2026	80339	170.00	
		Vendor Subtotal:			170.00	
101-2012-4209-00	STANDARD INSURANCE COMPA	PR 24.09.2026 STD/LTD	09/28/2026	80336	36.22	
		Vendor Subtotal:			36.22	
101-3003-4209-00	STANDARD INSURANCE COMPA	PR 24.09.2026 STD/LTD	09/28/2026	80336	17.21	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			17.21	
101-3003-5100-02	CALIFORNIA STORMWATER QU	CASQA Membership 2025	09/29/2026	80382	1,000.00	
101-3003-5100-02	CALIFORNIA STORMWATER QU	CASQA Membership 2026	09/29/2026	80382	1,334.00	
		Vendor Subtotal:			2,334.00	
		Subtotal for Section 1: 101			225,821.69	
102-3002-5100-01	COURTNEY JEAN MCCAMMON	WF Biologist - Aug '26	09/29/2026	80383	1,650.00	000004442
		Vendor Subtotal:			1,650.00	
102-3002-5100-02	4LEAF INC	WF Planning Svcs - Jul '26	09/29/2026	80379	18,935.00	000004387
		Vendor Subtotal:			18,935.00	
102-3002-5100-03	COTTON SHIRES & ASSOCIATES	WF Counter Hours - Jul '26	09/29/2026	80384	316.00	000004760
		Vendor Subtotal:			316.00	
102-3102-4209-00	STANDARD INSURANCE COMPA	PR 24.09.2026 STD/LTD	09/28/2026	80336	5.64	
		Vendor Subtotal:			5.64	
102-3102-5100-02	4LEAF INC	PF Planning Svcs - Jun '26	09/23/2026	80267	26,820.00	000004740
102-3102-5100-02	4LEAF INC	PF Load Shift - Jun '26	09/23/2026	80267	32,225.00	000004740
102-3102-5100-02	4LEAF INC	PF Load Shift - Jul '26	09/23/2026	80267	7,785.00	000004740
102-3102-5100-02	4LEAF INC	HCD Recovery Grant V. Mota - Jul 26	09/23/2026	80267	17,280.00	000004714
		Vendor Subtotal:			84,110.00	
102-3102-5100-02	COURTNEY JEAN MCCAMMON	PF Biology Reviews - Jul '26	09/23/2026	80272	1,320.00	000004702
		Vendor Subtotal:			1,320.00	
102-3102-5100-02	INTERWEST CONSULTING GROU	PF Planning Svcs - Jul '26	09/23/2026	80277	13,005.00	000004729

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			13,005.00	
102-3102-5100-03	4LEAF INC	PF Geotech Reviews - Jul '26	09/23/2026	80267	938.30	000004740
		Vendor Subtotal:			938.30	
102-3102-5100-03	BUREAU VERITAS NORTH AMEI	PF Plan Check - Apr '26	09/23/2026	80281	628.88	000004721
102-3102-5100-03	BUREAU VERITAS NORTH AMEI	PF Onsite Permit Tech - Jul '26	09/23/2026	80281	405.00	000004721
		Vendor Subtotal:			1,033.88	
102-3102-5721-00	FRONTIER CALIFORNIA INC	Phone - Rebuild Ctr 8/26 - 9/25/26	09/25/2026	80297	234.50	
		Vendor Subtotal:			234.50	
102-3102-5721-00	CHARTER COMMUNICATIONS H	Rebuild Ctr Internet- Sep '26 Acct#25(	09/25/2026	80322	220.00	
		Vendor Subtotal:			220.00	
102-3102-6160-00	US BANK	CDD-0241 DataTree - Annual Membe	09/29/2026	80339	6,180.00	
102-3102-6160-00	US BANK	CDD-7736 Anawalt - Redtag Property	09/29/2026	80339	198.32	
102-3102-6160-00	US BANK	CDD-5265 Smart&Final - Malibu Get	09/29/2026	80339	43.95	
		Vendor Subtotal:			6,422.27	
102-9207-5100-00	FILIPPIN ENGINEERING INC	Task 3: Latigo Cyn Retaining Walls - '	09/23/2026	80276	504.00	000004488
		Vendor Subtotal:			504.00	
102-9216-5100-00	THE ADJUL CORPORATION	Westward Beach Rd Embankment Rep	09/23/2026	80269	173,265.28	000004744
		Vendor Subtotal:			173,265.28	
102-9223-5100-00	FILIPPIN ENGINEERING INC	Task 1.1: Big Rock Drainage - Throug	09/23/2026	80276	11,610.00	000004505
		Vendor Subtotal:			11,610.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
			Subtotal for Section 1: 102		313,569.87	
103-9050-4202-00	CalPERS Health	PR 24.09.2026 Health Insur-Olmstead	09/28/2026	0	3,708.22	
			Vendor Subtotal:		3,708.22	
103-9050-4203-00	BLUE SHIELD OF CALIFORNIA	PR 24.09.2026 Vision Care-Olmstead-	09/28/2026	80333	28.53	
			Vendor Subtotal:		28.53	
103-9050-4204-00	DELTA DENTAL OF CALIFORNIA	PR 24.09.2026 Dental Insurance-Olms	09/28/2026	80334	157.75	
			Vendor Subtotal:		157.75	
103-9050-4205-00	STANDARD INSURANCE COMPA	PR 24.09.2026 Additional Life Insur-(	09/28/2026	80337	26.23	
			Vendor Subtotal:		26.23	
103-9050-4209-00	STANDARD INSURANCE COMPA	PR 24.09.2026 STD/LTD	09/28/2026	80336	-35.61	
			Vendor Subtotal:		-35.61	
103-9050-5100-00	MASTER COOLING CORPORATI	City Hall Water Treatment - Aug '26	09/29/2026	80396	535.00	000004765
103-9050-5100-00	MASTER COOLING CORPORATI	City Hall HVAC Maint - Jul '26	09/29/2026	80396	2,097.93	000004765
103-9050-5100-00	MASTER COOLING CORPORATI	City Hall Water Treatment - Jul '26	09/29/2026	80396	535.00	000004765
103-9050-5100-00	MASTER COOLING CORPORATI	City Hall Water Treatment - Sep '26	09/29/2026	80396	535.00	000004765
103-9050-5100-00	MASTER COOLING CORPORATI	City Hall HVAC Maint - Sep '26	09/29/2026	80396	2,097.93	000004765
103-9050-5100-00	MASTER COOLING CORPORATI	City Hall HVAC Maint - Aug '26	09/29/2026	80396	2,097.93	000004765
			Vendor Subtotal:		7,898.79	
103-9050-5100-00	ULTIMATE MAINTENANCE SER	City Hall Janitorial Svcs - Sep '26	09/25/2026	80327	4,350.00	000004018
			Vendor Subtotal:		4,350.00	
103-9050-5610-00	ACME VALLEY SECURITY SERV	Quarterly Alarm Monitoring Sep - Nov	09/29/2026	80341	1,362.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			1,362.00	
103-9050-5610-00	ANIMAL PEST MANAGEMENT S	Termite Treatment	09/29/2026	80381	525.00	
		Vendor Subtotal:			525.00	
103-9050-5610-00	DUTHIE ELECTRICAL SERVICES	Semi Annual Generator Maint 9/10/26	09/29/2026	80353	429.39	
		Vendor Subtotal:			429.39	
103-9050-5610-00	MASTER COOLING CORPORATI	HVAC Parts	09/25/2026	80312	2,189.09	
103-9050-5610-00	MASTER COOLING CORPORATI	HVAC Repair	09/25/2026	80312	690.00	
103-9050-5610-00	MASTER COOLING CORPORATI	HVAC Parts	09/29/2026	80365	21.52	
		Vendor Subtotal:			2,900.61	
103-9050-5610-00	MOSSER PLUMBING & HEATINC	City Hall - Greenroom Restroom Sink	09/25/2026	80314	405.00	
103-9050-5610-00	MOSSER PLUMBING & HEATINC	City Hall - Men Restroom Repair 9/1/	09/25/2026	80314	643.58	
		Vendor Subtotal:			1,048.58	
103-9050-5610-00	US BANK	PW-7465 Amazon/Grainger/Rockler -	09/29/2026	80339	338.95	
		Vendor Subtotal:			338.95	
103-9050-5722-00	SOUTHERN CALIFORNIA EDISO	City Hall - Jul/Aug '26	09/25/2026	80319	14,351.19	
		Vendor Subtotal:			14,351.19	
103-9050-5725-00	GI INDUSTRIES	Garbage - City Hall Green Waste - Sep	09/25/2026	80298	85.03	
		Vendor Subtotal:			85.03	
103-9050-6160-00	HD SUPPLY INC	City Hall - Janitorial Supplies	09/29/2026	80360	1,091.70	
		Vendor Subtotal:			1,091.70	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
103-9050-6160-00	US BANK	PW-7465 Amazon - Supplies	09/29/2026	80339	500.90	
		Vendor Subtotal:			500.90	
103-9050-6300-00	US BANK	PW-6983 Amazon - Tool Kit	09/29/2026	80339	143.26	
		Vendor Subtotal:			143.26	
103-9050-6400-00	SMASH ATHLETICS INC	PW - Unifroms - Maintenance Tech	09/25/2026	80321	174.63	
		Vendor Subtotal:			174.63	
103-9050-6400-00	US BANK	PW-6983 Amazon - Coveralls	09/29/2026	80339	49.40	
		Vendor Subtotal:			49.40	
103-9050-7300-00	ACME VALLEY SECURITY SERV	Installation - Key Card Readers (4)	09/29/2026	80341	8,190.80	000004768
103-9050-7300-00	ACME VALLEY SECURITY SERV	Deposit - Key Card Readers (4)	09/29/2026	80341	8,190.80	000004768
		Vendor Subtotal:			16,381.60	
103-9050-7300-00	BOB HARTS ELECTRIC INC	City Hall - Electrical Work Cubical Re	09/25/2026	80299	530.00	
103-9050-7300-00	BOB HARTS ELECTRIC INC	City Hall - Electrical Work Cubical Re	09/25/2026	80299	2,544.48	
		Vendor Subtotal:			3,074.48	
		Subtotal for Section 1: 103			58,590.63	
207-3004-5100-00	GI INDUSTRIES	ABOP Event 8/15/26	09/29/2026	80389	3,549.39	000004767
		Vendor Subtotal:			3,549.39	
207-3004-5100-00	SOLID WASTE SOLUTIONS INC	SB 1383 - Aug '26	09/29/2026	0	4,515.00	000004074
207-3004-5100-00	SOLID WASTE SOLUTIONS INC	AB 939/Report/Hauler/CalRecycle - A	09/29/2026	0	3,620.00	000004074
		Vendor Subtotal:			8,135.00	
207-3004-5100-01	SOLID WASTE SOLUTIONS INC	Dumpster Lid Enforcement - Aug '26	09/29/2026	0	2,047.50	000004074

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			2,047.50	
207-3004-5300-00	US BANK	PW-9405 CRRA/Sheraton - Conferen	09/29/2026	80339	1,465.23	
		Vendor Subtotal:			1,465.23	
		Subtotal for Section 1: 207			15,197.12	
211-7021-5115-00	LA CO SHERIFF'S DEPARTMENT	Sheriff's Svcs - Brulte - Aug '26	09/29/2026	80394	25,712.45	000004761
		Vendor Subtotal:			25,712.45	
		Subtotal for Section 1: 211			25,712.45	
290-6002-5722-00	SOUTHERN CALIFORNIA EDISO	20790 1/2 Big Rock Asmt Cool Oak 8/	09/25/2026	80319	40.21	
290-6002-5722-00	SOUTHERN CALIFORNIA EDISO	Asmt Dist Big Rock - Jul/Aug '26	09/25/2026	80319	1,198.11	
290-6002-5722-00	SOUTHERN CALIFORNIA EDISO	Big Rock Inland Pump - Jul/Aug '26	09/25/2026	80319	49.55	
290-6002-5722-00	SOUTHERN CALIFORNIA EDISO	20121 1/2 Rockport Way Big Rock 8/3	09/29/2026	80374	380.33	
290-6002-5722-00	SOUTHERN CALIFORNIA EDISO	20737 1/2 Cool Oak Asmt Big Rock 7/	09/29/2026	80374	526.03	
290-6002-5722-00	SOUTHERN CALIFORNIA EDISO	20178 1/2 Rockport Way 7/20 - 8/31/2	09/29/2026	80374	52.86	
		Vendor Subtotal:			2,247.09	
		Subtotal for Section 1: 290			2,247.09	
291-6003-5722-00	SOUTHERN CALIFORNIA EDISO	Asmt dst Malibu Rd - Jul/Aug '26	09/25/2026	80319	61.37	
		Vendor Subtotal:			61.37	
		Subtotal for Section 1: 291			61.37	
292-6004-5722-00	SOUTHERN CALIFORNIA EDISO	Asmt Dist Rambla-Calle - Jul/Aug '26	09/25/2026	80319	22.23	
292-6004-5722-00	SOUTHERN CALIFORNIA EDISO	Calle Del Barco - Jul/Aug '26	09/25/2026	80319	14.98	
		Vendor Subtotal:			37.21	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
			Subtotal for Section 1: 292		37.21	
310-9066-5100-00	MNS ENGINEERS INC	Task 5: PCH Signal Synch Easement €	09/23/2026	80278	771.75	000004379
			Vendor Subtotal:		771.75	
310-9090-5100-00	CS LEGACY CONSTRUCTION IN	Permanent Skate Park - Jul '26	09/23/2026	80275	141,533.91	000004530
			Vendor Subtotal:		141,533.91	
310-9090-5100-00	FILIPPIN ENGINEERING INC	Task 1: Permanent Skate Park - Throu	09/23/2026	80276	20,026.25	000004488
			Vendor Subtotal:		20,026.25	
310-9101-5100-00	KIMLEY-HORN AND ASSOC INC	PCH Crosswalk at Big Rock - Througl	09/29/2026	80392	2,355.00	000004631
			Vendor Subtotal:		2,355.00	
310-9114-5100-00	MNS ENGINEERS INC	Malibu Seafood Pedestrian Undercros	09/23/2026	80278	572.35	000004575
			Vendor Subtotal:		572.35	
310-9126-5100-00	US BANK	CM-6076 AV Project Equipment	09/29/2026	80339	1,179.64	
			Vendor Subtotal:		1,179.64	
			Subtotal for Section 1: 310		166,438.90	
500-0000-1015-00	US BANK N.A.	COP 2015A Interest - Legacy Park	09/29/2026	80403	101,456.25	
500-0000-1015-00	US BANK N.A.	COP 2015A Principal - Legacy Park	09/29/2026	80403	705,000.00	
500-0000-1015-00	US BANK N.A.	COP 2015A COH - Legacy Park	09/29/2026	80403	-345.99	
			Vendor Subtotal:		806,110.26	
500-7008-5130-00	US BANK	CS-2481-Legacy - Zoro - Sump Pump	09/29/2026	80339	406.09	
			Vendor Subtotal:		406.09	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
500-7008-5722-00	SOUTHERN CALIFORNIA EDISO	23661 PCH - Jul/Aug '26	09/25/2026	80319	1,238.67	
500-7008-5722-00	SOUTHERN CALIFORNIA EDISO	Legacy Park Lift Station - Jul/Aug '26	09/25/2026	80319	1,322.77	
		Vendor Subtotal:			2,561.44	
500-7008-5725-00	GI INDUSTRIES	Garbage - Supercare Pharmacy - Sep '	09/25/2026	80298	239.03	
500-7008-5725-00	GI INDUSTRIES	Garbage - Ioki Lot - Sep '26 Acct#23-	09/25/2026	80298	199.95	
		Vendor Subtotal:			438.98	
		Subtotal for Section 1: 500			809,516.77	
515-3010-5640-00	VALLEY BACKFLOW INC	CCWTF Backflow Testing	09/25/2026	80328	255.00	
		Vendor Subtotal:			255.00	
515-3010-5722-00	SOUTHERN CALIFORNIA EDISO	CCWWTF - Jul/Aug '26	09/25/2026	80319	14,097.63	
515-3010-5722-00	SOUTHERN CALIFORNIA EDISO	Injection Wells/CCWWTF - Jul/Aug '	09/25/2026	80319	368.28	
		Vendor Subtotal:			14,465.91	
515-3010-5725-00	GI INDUSTRIES	Garbage - CCWTF - Sep '26 Acct#19-	09/25/2026	80298	270.12	
		Vendor Subtotal:			270.12	
		Subtotal for Section 1: 515			14,991.03	
601-3005-5722-00	SOUTHERN CALIFORNIA EDISO	Electric Car Charger - Jul/Aug '26	09/25/2026	80319	763.59	
		Vendor Subtotal:			763.59	
601-3005-6120-00	US BANK	PW-8679 Ford - Monthly Fleet GPS	09/29/2026	80339	480.00	
		Vendor Subtotal:			480.00	
601-3005-6330-00	US BANK	CS-1673 Chevron - Fleet Tire Air	09/29/2026	80339	3.75	
601-3005-6330-00	US BANK	PW-9093 Shell/Malibu Carwash - Flee	09/29/2026	80339	1,092.00	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			1,095.75	
601-3005-6500-00	WRIGHT EXPRESS FSC WEX BAI	Gas Receipts 9/8 - 9/23/26	09/29/2026	80349	1,728.35	
		Vendor Subtotal:			1,728.35	
601-3005-6500-00	US BANK	PW-8679 Shell - Fleet Fuel	09/29/2026	80339	84.55	
601-3005-6500-00	US BANK	CS-1673 Chevron - Fleet Fuel	09/29/2026	80339	271.23	
601-3005-6500-00	US BANK	CS-2481 Chevron - Fleet Fuel	09/29/2026	80339	649.90	
601-3005-6500-00	US BANK	CS-7433 7Eleven - Fleet Fuel	09/29/2026	80339	90.60	
601-3005-6500-00	US BANK	PW-9093 Shell/Chevron - Fleet Fuel	09/29/2026	80339	259.89	
601-3005-6500-00	US BANK	PW-1571 Shell - Fleet Fuel	09/29/2026	80339	170.87	
		Vendor Subtotal:			1,527.04	
		Subtotal for Section 1: 601			5,594.73	
602-7060-4209-00	STANDARD INSURANCE COMPA	PR 24.09.2026 STD/LTD	09/28/2026	80336	33.56	
		Vendor Subtotal:			33.56	
602-7060-5107-00	OFFICE TEAM A ROBERT HALF C	Temp Staff - G. Jaramillo 9/4/26	09/25/2026	80282	2,224.80	
602-7060-5107-00	OFFICE TEAM A ROBERT HALF C	Temp Staff - G. Jaramillo 9/11/26	09/25/2026	80282	1,779.84	
		Vendor Subtotal:			4,004.64	
602-7060-5300-00	US BANK	IS-9039 Credit - Udemy - Sharepoint	09/29/2026	80339	-35.00	
602-7060-5300-00	US BANK	IS-6901 Homedepot/Ralphs - Rental T	09/29/2026	80339	202.14	
		Vendor Subtotal:			167.14	
602-7060-5721-00	FRONTIER CALIFORNIA INC	City Hall Internet 8/27 - 9/26/26	09/25/2026	80297	1,580.00	
602-7060-5721-00	FRONTIER CALIFORNIA INC	Media Broadcast 9/14 - 10/13/26	09/29/2026	80355	1,015.96	
602-7060-5721-00	FRONTIER CALIFORNIA INC	Fiber Optics Svcs 9/15 - 10/14/26	09/29/2026	80355	810.00	
		Vendor Subtotal:			3,405.96	
602-7060-5721-00	CHARTER COMMUNICATIONS H	City Hall Cameras - Sep '26 Acct#265	09/25/2026	80322	4,084.71	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
602-7060-5721-00	CHARTER COMMUNICATIONS H	City Hall Internet - Sep '26 Acct#2568	09/25/2026	80322	1,280.00	
602-7060-5721-00	CHARTER COMMUNICATIONS H	Media Network - Sep '26 Acct#25684(	09/25/2026	80322	1,050.00	
602-7060-5721-00	CHARTER COMMUNICATIONS H	Public Network - Sep '26 Acct#26324	09/25/2026	80322	1,335.00	
602-7060-5721-00	CHARTER COMMUNICATIONS H	Rebuild Ctr Cameras - Sep '26 Acct#2	09/25/2026	80322	380.49	
		Vendor Subtotal:			8,130.20	
602-7060-5721-00	US BANK	IS-6901 Starlink - IS	09/29/2026	80339	10.00	
		Vendor Subtotal:			10.00	
602-7060-6120-00	BLUEBEAM INC	Annual Bluebeam Core Subscription 9	09/16/2026	80266	20,386.67	000004763
		Vendor Subtotal:			20,386.67	
602-7060-6120-00	THOMAS GALLAWAY CORP	Darktrace - Cyber Security 9/1/26 - 8/	09/29/2026	80402	41,956.02	000004766
		Vendor Subtotal:			41,956.02	
602-7060-6120-00	US BANK	IS-4874 Computer Software	09/29/2026	80339	594.00	
602-7060-6120-00	US BANK	IS-6901 Computer Software	09/29/2026	80339	10,316.25	
		Vendor Subtotal:			10,910.25	
602-7060-6120-00	FLEXENTIAL COLORADO CORP	Server Colocation - Sep '26	09/29/2026	80404	2,850.17	
		Vendor Subtotal:			2,850.17	
602-7060-7400-00	AMAZON CAPITAL SERVICES IN	HR - Desk Scanner	09/29/2026	80342	418.94	
602-7060-7400-00	AMAZON CAPITAL SERVICES IN	IS - Laptop Docking Station (10)	09/29/2026	80342	2,866.10	
602-7060-7400-00	AMAZON CAPITAL SERVICES IN	IS - Lenovo Laptop (5)	09/29/2026	80342	8,489.85	
		Vendor Subtotal:			11,774.89	
602-7060-7400-00	US BANK	IS-6901 Best Buy - TV & Mount - We	09/29/2026	80339	1,705.57	
602-7060-7400-00	US BANK	IS-6901 Computer Equipment	09/29/2026	80339	26,192.20	
602-7060-7400-00	US BANK	IS-4874 Computer Equipment	09/29/2026	80339	7,928.14	
		Vendor Subtotal:			35,825.91	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
			Subtotal for Section 1: 602		139,455.41	
710-0000-2270-04	DEBORAH LYNN WEISS AND AL	Reissue CK 80248 - Final Grading Bo	09/29/2026	80352	34,062.00	
			Vendor Subtotal:		34,062.00	
710-0000-2270-12	VICTORIA AVITAL	Ref - AVITAL, VICTORIA Security D	09/25/2026	80285	50.00	
710-0000-2270-12	VICTORIA AVITAL	Ref - AVITAL, VICTORIA Security D	09/25/2026	80285	50.00	
			Vendor Subtotal:		100.00	
710-0000-2270-12	BRYAN PEREZ	Ref - PEREZ, BRYAN Security Depos	09/25/2026	80315	250.00	
			Vendor Subtotal:		250.00	
710-0000-2270-12	PIOTR RAFALO	Ref - RAFALO, PIOTR Security Depc	09/25/2026	80316	250.00	
			Vendor Subtotal:		250.00	
710-0000-2270-12	JOSEPH WALDINGER	Ref - WALDINGER, JOSEPH Securit	09/25/2026	80330	250.00	
			Vendor Subtotal:		250.00	
710-0000-2270-44	CAROL V DAVIS	MLSS - Caffeinated Verse Poetry 10/1	09/25/2026	80293	2,250.00	
			Vendor Subtotal:		2,250.00	
710-0000-2270-44	ANITA MCLAUGHLIN	MLSS - Vibrant Cycles Poetry 10/17/2	09/29/2026	80366	2,350.00	
			Vendor Subtotal:		2,350.00	
710-0000-2270-44	SANAM SHERIFF	MLSS - Caffeinated Verse Poetry 11/1	09/25/2026	80320	2,950.00	
			Vendor Subtotal:		2,950.00	
710-0000-2271-24	4LEAF INC	4000 Malibu Canyon Resort - Jul '26	09/29/2026	80379	4,275.00	000004387

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			4,275.00	
		Subtotal for Section 1: 710			46,737.00	
900-0000-2022-00	CalPERS Health	PR Batch 70024.09.2026 Health Insur	09/28/2026	0	195,217.95	
		Vendor Subtotal:			195,217.95	
900-0000-2022-02	AFLAC-AMERICAN FAMILY LIFI	PR Batch 70024.09.2026 Health EE D	09/28/2026	80332	28.26	
900-0000-2022-02	AFLAC-AMERICAN FAMILY LIFI	PR Batch 70024.09.2026 Health EE D	09/28/2026	80332	390.18	
900-0000-2022-02	AFLAC-AMERICAN FAMILY LIFI	PR Batch 70010.09.2026 Health EE D	09/28/2026	80332	28.26	
900-0000-2022-02	AFLAC-AMERICAN FAMILY LIFI	PR Batch 70010.09.2026 Health EE D	09/28/2026	80332	390.18	
		Vendor Subtotal:			836.88	
900-0000-2023-00	BLUE SHIELD OF CALIFORNIA	PR Batch 70024.09.2026 Vision Care	09/28/2026	80333	1,621.57	
		Vendor Subtotal:			1,621.57	
900-0000-2024-00	DELTA DENTAL OF CALIFORNIA	PR Batch 70024.09.2026 Dental Insur	09/28/2026	80334	9,045.35	
		Vendor Subtotal:			9,045.35	
900-0000-2025-00	STANDARD INSURANCE COMPA	PR Batch 70024.09.2026 Life Insuranc	09/28/2026	80336	1,255.03	
		Vendor Subtotal:			1,255.03	
900-0000-2025-01	STANDARD INSURANCE COMPA	PR Batch 70024.09.2026 Additional L	09/28/2026	80337	387.29	
		Vendor Subtotal:			387.29	
900-0000-2026-00	STANDARD INSURANCE COMPA	PR Batch 70010.09.2026 STD/LTD	09/28/2026	80336	4,512.55	
900-0000-2026-00	STANDARD INSURANCE COMPA	PR Batch 70024.09.2026 STD/LTD	09/28/2026	80336	4,588.31	
		Vendor Subtotal:			9,100.86	
900-0000-2027-00	HEALTH AND HUMAN RESOURC	PR Batch 70024.09.2026 Employee A:	09/28/2026	80331	175.14	

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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			175.14	
900-0000-2040-00	CalPERS Retirement	PR Batch 70024.09.2026 PERS EESh	09/28/2026	0	12,176.92	
		Vendor Subtotal:			12,176.92	
900-0000-2040-01	CalPERS Retirement	PR 24.09.2026 PEPRA ER Contributi	09/28/2026	0	730.76	
900-0000-2040-01	CalPERS Retirement	PR Batch 70024.09.2026 PERS ERSh	09/28/2026	0	23,240.47	
900-0000-2040-01	CalPERS Retirement	PR Batch 70024.09.2026 PEPRA ER (	09/28/2026	0	22,891.32	
900-0000-2040-01	CalPERS Retirement	PR Batch 70024.09.2026 PEPRA CC I	09/28/2026	0	46.61	
		Vendor Subtotal:			46,909.16	
900-0000-2040-02	CalPERS Retirement	PR 24.09.2026 PEPRA EE Contributi	09/28/2026	0	731.65	
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900-0000-2040-02	CalPERS Retirement	PR Batch 70024.09.2026 PEPRA EE (	09/28/2026	0	22,919.12	
		Vendor Subtotal:			23,697.44	
900-0000-2041-00	US BANK	PR Batch 70024.09.2026 PARS - EE S	09/28/2026	80338	890.28	
900-0000-2041-00	US BANK	PR Batch 70024.09.2026 PARS - ER S	09/28/2026	80338	186.69	
		Vendor Subtotal:			1,076.97	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70024.09.2026 457 Retirem	09/28/2026	0	15,191.00	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70024.09.2026 457 Retirem	09/28/2026	0	4,520.47	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70024.09.2026 Roth-457 Re	09/28/2026	0	1,001.21	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70024.09.2026 Roth-457 Re	09/28/2026	0	2,288.00	
900-0000-2042-00	EMPOWER RETIREMENT LLC	PR Batch 70024.09.2026 457 Retirem	09/28/2026	0	3,850.00	
		Vendor Subtotal:			26,850.68	
900-0000-2042-01	EMPOWER RETIREMENT LLC	PR Batch 70024.09.2026 457 Loan Pr	09/28/2026	0	1,242.03	
		Vendor Subtotal:			1,242.03	
900-0000-2043-00	EMPOWER RETIREMENT LLC	PR Batch 70024.09.2026 401 Retirem	09/28/2026	0	736.13	
900-0000-2043-00	EMPOWER RETIREMENT LLC	PR Batch 70024.09.2026 401 Retirem	09/28/2026	0	750.00	

Docusign Envelope ID: 00B1DBF7-508A-80FA-8236-33CB18CAF1B7

Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
		Vendor Subtotal:			1,486.13	
900-0000-2050-00	Federal Taxes from PR	PR Batch 70024.09.2026 Federal Inco	09/28/2026	0	66,727.34	
		Vendor Subtotal:			66,727.34	
900-0000-2051-00	State of California PR Taxes	PR Batch 70024.09.2026 State Income	09/28/2026	0	27,690.11	
		Vendor Subtotal:			27,690.11	
900-0000-2053-00	Federal Taxes from PR	PR Batch 70024.09.2026 Medicare ER	09/28/2026	0	7,439.75	
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		Vendor Subtotal:			15,151.11	
900-0000-2065-00	STATE OF CALIFORNIA FRANCH	PR Batch 70024.09.2026 Earnings Wit	09/28/2026	80335	150.00	
		Vendor Subtotal:			150.00	
		Subtotal for Section 1: 900			440,797.96	
		Report Total:			3,689,933.18	

Report Total:	3,689,933.18
Less: Clearing House Electronic AP Proof List 00002.09.2026:	(16,833.00)
Less: Clearing House Electronic AP Proof List 00003.09.2026:	(467,329.75)
Less: Clearing House Electronic AP Proof List 00004.09.2026:	(26,686.25)
Report Total:	3,179,034.18

City Council Meeting
10-12-2026
Item 1.B.3.

Council Agenda Report

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Kelsey Pettijohn, City Clerk

Approved by: Joseph D. Irvin, City Manager

Date prepared: September 28, 2026 Meeting date: October 12, 2026

Subject: Approval of Minutes

RECOMMENDED ACTION: Approve the minutes for April 27, 2026, Regular Meeting and April 30, 2026, Special Meeting.

FISCAL IMPACT: There is no fiscal impact associated with the recommended action.

STRATEGIC PLAN IMPLEMENTATION: N/A.

DISCUSSION: Staff has prepared draft minutes for the April 27, 2026, Regular Meeting and April 30, 2026, Special Meeting.

ATTACHMENTS:
1. April 27, 2026, Regular Meeting
2. April 30, 2026, Special Meeting

MINUTES
MALIBU CITY COUNCIL
REGULAR MEETING
APRIL 27, 2026
COUNCIL CHAMBERS
5:30 P.M.

MEETING CALL TO ORDER

Mayor Pro Tem Uhring called the meeting to order at 5:00 p.m.

ROLL CALL

The following persons were recorded in attendance by the Recording Secretary:

PRESENT: Mayor Pro Tem Steve Uhring; and Councilmembers Haylynn Conrad, Marianne Riggins and Doug Stewart.

ABSENT: Mayor Bruce Silverstein

PUBLIC COMMENT ON CLOSED SESSION

Mayor Pro Tem Uhring opened the floor to public comment.

Speakers: Anne K.

RECESS TO CLOSED SESSION

At 5:03 p.m., the Council recessed to Closed Session to discuss the following items listed on the Closed Session agenda:

Conference with Legal Counsel – Existing litigation pursuant to Government Code Section 54956.9(d)(1):

1. City of Malibu v. State of California, et al., Case No. 26STCV05031

REGULAR SESSION CALL TO ORDER

Mayor Pro Tem Uhring called the meeting to order at 5:32 p.m.

ROLL CALL

The following persons were recorded in attendance by the Recording Secretary:

PRESENT: Mayor Pro Tem Steve Uhring; and Councilmembers Haylynn Conrad, Marianne Riggins and Doug Stewart.

ABSENT: Mayor Bruce Silverstein

ALSO PRESENT: Trevor Rusin, Interim City Attorney; Joseph Irvin, City Manager; Rob DuBoux, Assistant City Manager; Christopher Smith, Assistant City Manager; Kelsey Pettijohn, City Clerk; Kristin Riesgo, Community Services Director; Yolanda Bundy, Community Development Director; Susan Dueñas, Public Safety Director; Tatiana Holden, Interim Public Works Director; Greg Kajszo, Assistant to the City Manager; Parker Davis, Media Technician; Jason Lawrence, Deputy City Clerk. Nausicaa Smith, Administrative Assistant; Kate Manisco, Community Services Deputy Director; Chris Orosz, Recreation Manager; Sebastian Spiroglou, Senior Recreation Coordinator; and Patrick Achis, Senior Planner; Fletcher Allen, Senior Planner; and Tyler Eaton, Assistant Community Development Director

PLEDGE OF ALLEGIANCE

Councilmember Riggins led the Pledge of Allegiance.

CLOSED SESSION REPORT

Interim City Attorney Rusin reported that the meeting convened at 5:00 p.m., after which time the City Council recessed to a Closed Session pursuant to Government Code Section 54956.9(d)(1), with all Councilmembers present, except for Mayor Silverstein. He stated the Council discussed the items on the Closed Session agenda and took no reportable action.

REPORT ON POSTING OF AGENDA

City Clerk Pettijohn reported that the agenda for the meeting was properly posted on April 17, 2026, with the amended agenda posted on April 24, 2026.

APPROVAL OF AGENDA

MOTION Councilmember Riggins moved, and Councilmember Stewart seconded a motion to approve the agenda. The motion carried 4-0, Mayor Silverstein absent.

ITEM 1 CONSENT CALENDAR

Mayor Pro Tem Uhring opened the floor to public comment.

Speaker: Anne K.

As there were no other speakers present for the Consent Calendar, Mayor Pro Tem Uhring returned the matter to the table for discussion.

Item Nos.1.B.4., 1.B.7. and 1.B.8. were pulled by the Council.

MOTION Councilmember Stewart moved, and Councilmember Riggins seconded a motion to approve the Consent Calendar, pulling Item Nos. 1.B.4., 1.B.7., and 1.B.8. The motion carried unanimously.

The Consent Calendar consisted of the following items:

A. Previously Discussed Items

None.

B. New Items

1. Waive Further Reading

Recommended Action: After the City Attorney has read the title, waive full reading of ordinances considered on this agenda for introduction on first reading and/or second reading and adoption.

2. Approve Warrants

Recommended Action: Allow and approve warrant demand numbers 78696-78847 on the register from the General Fund and direct the City Manager to pay out the funds to each of the claimants listed in Warrant Register No. 788 in the amount of the warrant appearing opposite their names, for the purposes stated on the respective demands in a total amount of $1,059,007.56. City of Malibu payroll check number 5572-5575 and ACH deposits were issued in the amount of $564,625.03.

3. Approval of Minutes

Recommended Action: Approve the minutes for the August 25, 2025 Regular Meeting.

5. Initiate Code Consistency and Reorganization Zoning Text and Local Coastal Program Amendments

Recommended Action: 1) Adopt Resolution No. 26-19 (Attachment 1) initiating amendments to the Local Coastal Program (LCP) and Title 17 of the Malibu Municipal Code (MMC) to modify development standards related to height, setbacks, view impacts, parking, signs, findings, definitions, and related issues and to codify existing policies in order to create harmonious code requirements while maintaining the intent of the distinct LCP and MMC; 2) Direct staff to schedule a Zoning Ordinance Revisions and Code Enforcement Subcommittee (ZORACES) meeting to discuss the matter; and 3) Direct the Planning Commission to schedule a public hearing regarding the same.

6. Acceptance of Malibu Coast Animal Hospital Roof Repair Project

Recommended Action: 1) Accept the work performed by Felson Group, Inc. for the Malibu Coast Animal Hospital Roof Repair Project, Specification 2114 as complete; and 2) Authorize the Public Works Director to submit for recordation a Notice of Completion.

9. Letter of Support for SB 1343

Recommended Action: Authorize the Mayor to sign a letter of support for Senate Bill 1343, legislation to provide a tax credit for sales and use tax paid on disaster rebuilding-related purchases

10. Resolution Extending the Declaration of the Existence of a Local Emergency Regarding Conditions on Pacific Coast Highway (PCH)

Recommended Action: Adopt Resolution No. 26-21 extending the declaration of the existence of a local emergency related to the increase of reckless and illegal driving on Pacific Coast Highway and directing staff to coordinate efforts with other governmental agencies to increase attention

and create programs to reduce the risk and danger associated with Pacific Coast Highway in the City.

11. Resolution Extending the Declaration of the Existence of a Local Emergency Regarding the Franklin Fire
Recommended Action: Adopt Resolution No. 26-22, extending the declaration of the existence of a local emergency in response to the Franklin Fire.

12. Resolution Extending the Declaration of the Existence of a Local Emergency Regarding the Palisades Fire
Recommended Action: Adopt Resolution No. 26-23, extending the declaration of the existence of a local emergency in response to the Palisades Fire.

The following items were pulled from the consent calendar for individual consideration:

4. 2025 Housing Annual Progress Report
Recommended Action: 1) Review the 2025 Housing Element Annual Progress Report (APR); and 2) Authorize submittal of the 2025 APR to the California Department of Housing and Community Development (HCD) and the Governor's Office of Land Use and Climate Innovation (LCI) in accordance with Gov. Code § 65400.

Senior Planner Achis presented the staff report.

The Council discussed the item and directed questions to staff.

MOTION Councilmember Stewart moved, and Councilmember Riggins seconded a motion to authorize submittal of the 2025 APR to the California Department of Housing and Community Development (HCD) and the Governor's Office of Land Use and Climate Innovation (LCI) in accordance with Gov. Code § 65400. The motion carried 4-0, Mayor Silverstein absent.

7. Award Westward Beach Road Embankment Repairs Project
Recommended Action: 1) Approve the award and authorize the Mayor to execute a construction contract with The Adjul Corporation, dba Lee Construction Co. (Lee Construction), in the amount of $529,836 for the construction of the Westward Beach Road Embankment Repairs Project Specification No. 2100; and 2) Authorize the Public Works Director to approve any potential change orders up to 20% of the contract amount.

The Council discussed the item and directed questions to staff.

MOTION Councilmember Stewart moved, and Mayor Pro Tem Uhring seconded a motion to: 1) approve the award and authorize the Mayor to execute a construction contract with The Adjul Corporation, dba Lee Construction Co. (Lee Construction), in the amount of $529,836 for the construction of the Westward Beach Road Embankment Repairs Project Specification No.

2100; and 2) authorize the Public Works Director to approve any potential change orders up to 20% of the contract amount. The motion carried 4-0, Mayor Silverstein absent.

8. Resolution to Rename the Charmlee Wilderness Park Nature Center
Recommended Action: Adopt Resolution No. 26-20, renaming the Charmlee Wilderness Park Nature Center in honor of Walt and Lucile Keller and changing the name to the Walt and Lucille Keller Nature Center.

The Council discussed the item and directed questions to staff.

MOTION Councilmember Riggins moved, and Mayor Pro Tem Uhring seconded a motion to adopt Resolution No. 26-20, renaming the Charmlee Wilderness Park Nature Center in honor of Walt and Lucile Keller and changing the name to the Walt and Lucille Keller Nature Center. The motion carried 4-0, Mayor Silverstein absent.

ITEM 2 CEREMONIAL/PRESENTATIONS

A. Community Services Department, California Parks and Recreation Society Marketing & Communications Award of Excellence

Janine Andrade, Parks and Recreation Society, presented the award to Community Services Director Riesgo, Community Services Deputy Director Manisco, and Senior Recreation Coordinator Spiroglou.

B. Presentation of City Tile to Chris Orosz for Seven Years of Service to the City of Malibu

Mayor Pro Tem Uhring presented the tile to Recreation Manager Orosz.

Recreation Manager Orosz thanked the Council for the recognition.

ITEM 3 COMMISSION / COMMITTEE / CITY MANAGER UPDATES

Kevin Keegan, Public Works Commission, reported that the Commission approved the Yeh and Associates report finding no discernible land movement in Big Rock, received updates on Capital Improvement Program projects. He discussed limits of the Commission's authority to advocate for issues important to the City. He thanked Dean Wenner for providing public comment toto the Commission.

The Council directed questions to Mr. Keegan.

City Manager Irvin reported on five new businesses opened at Cross Creek and upcoming ribbon-cutting ceremonies; a recent groundbreaking at Malibu Urgent Care; and the City's efforts to address graffiti. He thanked the Rebuild Zone

Captains for volunteering to support rebuilding efforts. He noted moderate fire conditions, encouraged residents to schedule home ignition zone assessments and learn about Firewise communities, and invited residents to attend an evacuation meeting on April 28, 2026. He also reported on an April 29, 2026 evacuation tabletop exercise with partner agencies. He discussed the Earth Day Speaker Series event and announced the opening of summer recreation program registration on May 11, 2026.

The Council directed questions to City Manager Irvin.

Sergeant Chris Soderlund, Los Angeles County Sheriff's Department, discussed increase in vehicle burglaries and discussed significant incidents during the last two weeks. He announced a Lost Hills Sheriff's Station open house on May 2, 2026.

RECESS At 6:17 p.m., Mayor Pro Tem Uhring recessed the meeting. The meeting resumed at 6:30 p.m. with all Councilmembers present.

ITEM 4.A. PUBLIC COMMENTS

Aces Harkis discussed landscaping policies and requirements related to fire prevention, recommended that the City explore desalination, and discussed hazards involving pets and other animals.

Anne K. discussed her campaign for Governor of California.

Darren Graves discussed infrastructure damages from the Palisades Fire and erosion on Pacific Coast Highway (PCH).

In response to Mayor Pro Tem Uhring, Mr. Graves stated work was being done on PCH on properties that did not have a house prior to the fire.

Kevin Keegan discussed the April 30, 2026 Special Meeting and the importance of streamlining the fire rebuild process.

Daniel Smith deferred time to Luis Tena.

Norm Haynie deferred time to Luis Tena.

Scott Dittrich deferred time to Luis Tena.

Luis Tena presented three tools intended to assist with rebuild permitting: the newArch prototype system, Malibu Rebuild Navigator, and MRTF Permit Tracker. He offered to donate the systems to the City of Malibu.

In response to Mayor Pro Tem Uhring, Mr. Tena explained that the tools were primarily for the use of homeowners and architects.

City Manager Irvin stated he had met with Mr. Tena and suggested working with him on more beta testing. He stated he would report back after further testing.

Jim Casy discussed John Mazza's and Mayor Pro Tem Uhring's roles in the development of the Malibu Township Council and a code enforcement case involving Mayor Pro Tem Uhring's property.

Sterling Paige discussed a code enforcement case involving Mayor Pro Tem Uhring's property and commended Mr. Tena for his work and comments.

Rozalina Gutman discussed her experience as a music educator. She discussed her experience with multi-chemical sensitivity illness.

Jo Drummond requested that the City send a letter to the Governor supporting fire rebuilding measures, including creation of a fire rebuild category in the building code, Caltrans repairs to support PCH, financial relief, and funding for wildfire resilience. She discussed the April 30, 2026 rebuild workshop and the expense and delay associated with geotechnical reports and testing.

ITEM 4.B. SUBCOMMITTEE REPORTS / COUNCIL COMMENTS

Councilmember Stewart thanked Mr. Tena for his work. He stated that he attended a Santa Monica Mountains Conservancy meeting and discussed the City's lawsuit against the Mountains Recreation and Conservation Authority. He also commented on City Manager Irvin's first two months of service and the community's warm reception.

Councilmember Conrad thanked Mr. Tena for his presentation. She stated that she referred Ms. Gutman's complaint to the Sheriff's Department and reported attending meetings of the Parks and Recreation Commission, Public Works Commission, Rebuild Zone Captains, and Santa Monica Mountains Conservancy. She reported that the brush pile burn near Topanga was successful and announced a large-animal evacuation workshop in Topanga on May 12, 2026. She requested that Ms. Drummond submit a draft letter for the City's review.

Councilmember Riggins reported that she attended a League of California Cities Legislative Action Day in Sacramento the prior week and met with numerous representatives to discuss fire recovery and school separation. She suggested a pilot program targeting Coastal Development Permit applications for completion and presentation to the Planning Commission within 18 months.

Councilmember Stewart discussed delays to applications caused by the applicant.

CONSENSUS

By consensus, the Council directed staff to bring back an item to consider options for imposing limitations on the length of time a Coastal Development Permit application can remain active.

Mayor Pro Tem Uhring discussed erosion concerns on PCH.

City Manager Irvin stated staff continued to meet with Caltrans District 7 to discuss plans for PCH.

Assistant City Manager DuBoux stated he had continuing productive conversations with the Caltrans District Director to discuss shoring up PCH.

The Council directed questions to Interim Assistant City Manager DuBoux regarding PCH.

In response to Councilmember Conrad, Community Development Director Bundy stated she also had ongoing meetings with Caltrans to discuss safety concerns and the area had been inspected by city engineers.

The Council directed questions to City Manager Irvin and Community Development Director Bundy regarding PCH.

Mayor Pro Tem Uhring reminded residents to complete brush clearance and prepare for fire season. He also discussed the Zone Zero proposal under consideration in Sacramento.

In response to Councilmember Conrad, Interim Public Works Director Holden stated that the Public Works Department had completed brush clearance in the public right-of-way and the Community Services Department had completed brush clearance on City property. She stated that a schedule could be shared with the Council and that staff could confirm whether the property identified by Councilmember Conrad was owned by the City.

Councilmember Conrad suggested reviewing the City's Mission Statement and considering the addition of language regarding safety.

City Manager Irvin asked the Councilmembers to share any properties of concern with staff. He discussed efforts to develop an accessible map to confirm the ownership of all publicly owned land in the City.

ITEM 5 ORDINANCES AND PUBLIC HEARINGS

A. Zoning Text Amendment No. 26-001 – An amendment to the Malibu Municipal Code Title 17 (Zoning) modifying standards and procedures related to Temporary Use Permits and Sign Permits

Recommended Action: 1) After the City Attorney reads the title of the ordinance, introduce on first reading Ordinance No. 534 approving Zoning Text Amendment (ZTA) No. 26-001 to amend Title 17 (Zoning) of the Malibu Municipal Code (MMC) to modify standards and procedures related to Temporary Use Permits (TUP) and Sign Permits (SP), and finding the action exempt from the California Environmental Quality Act; and 2) Direct staff to schedule second reading and adoption of Ordinance No. 534 for the May 11, 2026 City Council Regular Meeting.

Assistant Community Development Director Eaton and Senior Planner Allen presented the staff report.

Mayor Pro Tem Uhring opened the floor to public comment.

Speakers: Bryan Gordon

As there were no other speakers present, Mayor Pro Tem Uhring returned the matter to the table for discussion.

The Council discussed the item and directed questions to staff.

MOTION Councilmember Riggins moved, and Councilmember Stewart seconded a motion to: 1) introduce on first reading Ordinance No. 534, correcting the typographical errors in Section 4 and Section 5, approving Zoning Text Amendment (ZTA) No. 26-001 to amend Title 17 (Zoning) of the Malibu Municipal Code (MMC) to modify standards and procedures related to Temporary Use Permits (TUP) and Sign Permits (SP), and finding the action exempt from the California Environmental Quality Act; and 2) Direct staff to schedule second reading and adoption of Ordinance No. 534 for the May 11, 2026 City Council Regular Meeting.

Interim City Attorney Rusin read the title of the ordinance.

The motion carried 4-0, Mayor Silverstein absent.

ITEM 6 OLD BUSINESS

None.

ITEM 7 NEW BUSINESS

A. Professional Services Agreement with Blue Line Solutions
Recommended Action: Authorize the Mayor to execute a Professional Services Agreement with Blue Line Solutions-CA, LLC (Blue Line) to implement and operate a Speed Safety Camera System Pilot Program for an approximately six-year term including five years of camera operations.

Interim Public Works Director Holden and representatives of Blue Line Solutions presented the staff report.

Mayor Pro Tem Uhring opened the floor to public comment.

Speakers: Anne K., Kevin Keegan, Damian Kevitt, Michel Shane, Ryan

As there were no other speakers present, Mayor Pro Tem Uhring returned the matter to the table for discussion.

The Council discussed the item and directed questions to staff and representatives of Blue Line Solutions.

MOTION Councilmember Riggins moved, and Councilmember Stewart seconded a motion to: 1) direct staff to bring back a revised agreement with Blue Line Solutions including a requirement for backup power for the speed camera system, 2) direct the City Attorney and City Manager to review Exhibit B of the agreement complies with the provisions of California Vehicle Code Section 22435(L), and 3) direct staff to review the Speed Safety System Use Policy and Impact Report to ensure they comply with the racial equity requirements of the California Vehicle Code. The motion carried 4-0, Mayor Silverstein absent.

ITEM 8 COUNCIL ITEMS

None.

ADJOURNMENT

Mayor Pro Tem Uhring adjourned the meeting at 9:13 p.m.

Approved and adopted by the City Council of the City of Malibu on _____.

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

MINUTES
MALIBU CITY COUNCIL
SPECIAL MEETING
APRIL 30, 2026
COUNCIL CHAMBERS
2:00 P.M.

MEETING CALL TO ORDER

Mayor Silverstein called the meeting to order at 2:04 p.m.

ROLL CALL

The following persons were recorded in attendance by the Recording Secretary:

PRESENT: Mayor Bruce Silverstein; Mayor Pro Tem Steve Uhring; and Councilmembers Haylynn Conrad, Marianne Riggins, and Doug Stewart

ALSO PRESENT: Joseph Irvin, City Manager; Trevor Rusin, Interim City Attorney; Yolanda Bundy, Community Development Director; Tyler Eaton, Assistant Community Development Director; Andre Ketchedjian, Deputy Building Official; Scott Weisse, Contract Plan Check Structural Engineer; Scott Moors, Geologist; Rossana D'Antonio, Civil and Geotechnical Engineer; Parker Davis, Media Production Technician; Nausicaa Smith, Administrative Assistant; and Rebecca Evans, Recording Secretary

PLEDGE OF ALLEGIANCE

City Manager Irvin led the Pledge of Allegiance.

REPORT ON POSTING OF AGENDA

Recording Secretary Evans reported that the agenda for the meeting was properly posted on April 24, 2026.

APPROVAL OF AGENDA

MOTION Mayor Pro Tem Uhring moved, and Councilmember Conrad seconded a motion to approve the agenda. The motion carried unanimously.

CONSENSUS

By consensus, the Council agreed to allow public comment on the general report and options followed by an option to provide additional information regarding Table 2, paragraphs 1, 2 and 7, as well as Option D, including Councilmember directed questions to public speakers, without impact to speaker time.

1. Old Business

A. Like-for-Like Disaster Rebuild Policy and Self-Certification Pilot Program

Recommended Action: City Council is requested to review this report and select any of the following four options:

Option A Adopt as Proposed; Adopt the Like-for-Like Policy Resolution

Option B Adopt Revised Resolution (Staff Recommendation): Recommend a revised resolution that resolves the regulatory conflicts identified in this report, accompanied by redline language for Council review.

Option C Deny as originally proposed.

Option D Pilot Program Only: Direct staff to implement a Self-Certification Pilot Program only.

City Manager Irvin, Community Development Director Bundy, Assistant Community Development Director Eaton and Deputy Building Official Ketchedjian presented the staff report.

Mayor Silverstein opened the floor to public comment.

Speakers: Danny Smith (Luis Tena deferred time to Danny Smith), Jo Drummond (Janet Fulk deferred time to Jo Drummond), Colin Drummond, Wade Major, Salwa Wahba, Arno Koch, Reg Browne (Norm Haynie deferred time to Reg Browne), Scott Dittrich, Patty Phillips, Karin Al-Hardan, Cheryl Torrey, Arnold Bernstein, Abe Roy, Ryan Embree

Eddie Makabi was not present at the time of the hearing.

As there were no other speakers present, Mayor Silverstein returned the matter to the table for discussion.

The Council directed questions to staff.

CONSENSUS

By consensus, the Council directed Interim City Attorney Rusin to come back with a legal opinion regarding whether structural elements of a fire damaged or destroyed structure which retains a foundation must be treated as new or existing in terms of applicability of current or existing building code.

RECESS Mayor Silverstein recessed the meeting at 4:13 p.m. The meeting resumed at 4:29 p.m. with all Councilmembers present.

Mayor Silverstein opened public comment limited to paragraph 1 of Attachments 1 and 2 and the Community Revisions submitted as correspondence.

Speakers: Jo Drummond, Darren Graves, Ryan Embree

Mayor Silverstein closed public comment related to paragraph 1 and returned the matter to the table for discussion.

The Council directed questions to staff.

CONSENSUS

By consensus, the Council determined to limit consideration to Staff's Recommendation (Attachment 2) and the Community Revision (correspondence).

Mayor Silverstein opened public comment limited to paragraph 2.

Speaker: Jo Drummond

Mayor Silverstein closed public comment related to paragraph 2 and returned the matter to the table for discussion.

The Council directed questions to staff, a contract geologist, and the public.

Mayor Silverstein opened public comment limited to paragraph 7.

Speakers: Jo Drummond, Danny Smith

Mayor Silverstein closed public comment limited to paragraph 7.

The Council directed questions to the public and staff.

CONSENSUS

By consensus, the Council determined to adopt a modified version of the staff recommended resolution, incorporate suggestions from the community revisions correspondence, accepting staff recommendations for paragraphs 3, 4, 5, 6 and 8.

MOTION Mayor Silverstein moved and Councilmember Conrad seconded a motion to adopt the staff recommended resolution in Attachment 2 as amended to incorporate community revisions, 1) paragraph 7, line 4, insert "OWTS," prior to "and/or erosion"; 2) paragraph 7, striking the final sentence "For all properties, beachfront and non-beachfront, applicants for a Like-for-Like Disaster Rebuild shall be permitted to obtain a PV (Violates the Building Code.); 3) paragraph 1, lines 1-2 striking "as administered and interpreted by the Community Development Director;"; 4) paragraph 1, adding the following to the end of the paragraph, "To that end, whenever there is a difference of interpretation on a building code issue, that the Building Official recognizes to be a difference upon which design professionals might differ, the Building Official shall ensure compliance with the Building Code. If the Building Official denies the application, the City shall identify in writing the building code provision the application failed to satisfy. The City shall make all reasonable efforts to become a leader in adoption of new building techniques, materials, systems, and technologies in support of Like-for-Like Disaster Rebuilds."; 5) paragraph 2, prefacing with "Every reasonable and legally permissible effort must be pursued to streamline the process of securing building code approval for Like-for-Like Disaster Rebuilds."; 6) paragraph 2, original sentence 1 modified adding "and implement" after "identify" and line 3,

replace “construction of” with “construction for”; and 7) paragraph 2, line 10, adding “The City shall make continual efforts to streamline and accelerate the submittal and review of geological and/or geotechnical reports, such as, for example, identifying minimum geotechnical testing requirements for an affected area and disseminating this information, creating efficient, economical guidelines for such testing when appropriate, and readily accepting a range of reports from California-licensed professionals that demonstrate the geotechnical needs of a project. Geotechnical guidelines shall be clearly delineated with building code requirements and published in an effort to streamline the process and avoid any additional expenses.”

The question was called and the motion carried unanimously.

Mayor Silverstein opened public comment for Option D, Self Certification Pilot Program.

Speakers: Luis Tena, Danny Masterson, Jo Drummond

Mayor Silverstein closed public comment for Option D and returned the matter to the table for discussion.

The Council discussed the item and directed questions to staff.

MOTION Mayor Pro Tem Uhring moved and Councilmember Riggins seconded a motion to direct staff to not pursue Option D - Self Certification Pilot Program at this time.

The question was called and the motion carried unanimously.

ADJOURNMENT

Mayor Silverstein adjourned the meeting at 6:51 p.m.

Approved and adopted by the City Council of the City of Malibu on _____, 2026.

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

Council Agenda Report

City Council Meeting
10-12-26
Item 1.B.4.

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Yolanda Bundy, Community Development Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: September 23, 2026 Meeting date: October 12, 2026

Subject: Amendments to Professional Services Agreement for Contract Planning Services for Non-Palisades Fire Rebuild Projects

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RECOMMENDED ACTION: 1) Authorize the Mayor to execute Amendment No. 1 to the professional services agreement with 4Leaf, Inc. for contract planning services; 2) Authorize the Mayor to execute Amendment No. 1 to the professional services agreement with Civic Solutions, Inc. for contract planning services; and 3) Authorize the Mayor to execute Amendment No. 1 to the professional services agreement with CSG Consultants, Inc.

FISCAL IMPACT: Funding for these services is included in the Adopted Budget for Fiscal Year 2026-27 in Account Nos. 101-2001-5100 (Planning Professional Services) and 102-3002-5100-02 (Woolsey Fire – Planning) and are for services through Fall 2028.

4Leaf – This firm provides planning services for regular operations and Woolsey Fire rebuild applications. The proposed amendment to the agreement with 4Leaf, Inc. increases the total not-to-exceed amount by $10,000, from $950,000 to $960,000. The amendment also adjusts the allocation of the agreement based on current service needs. Funding for regular operations is reduced from $350,000 to $234,000, while funding for Woolsey Fire-related services is increased from $600,000 to $726,000 annual not-to-exceed amount of $145,000 for the duration of the agreement. For regular operations, it is expected that services will be funded by applicant deposits.

CSG - Through the first two years of the Agreement, the City has expended 53% or $160,000 of the authorized contract amount of $300,000. The amendment establishes an annual not-to-exceed amount of $120,000. The extension requires an increase in compensation in the amount of $100,000, bringing the total budget compensation amount to $400,000.

Civic Solutions – Through the first two years, the agreement will be 100% expended prior to its expiration in December 2026. In order to provide continuity for the next two years, the extension requires an increase in compensation in the amount of $495,000, bringing the total budget compensation amount to $925,000.

The compensation amounts are not-to-exceed amounts and are not guaranteed payments to the consultants. Consultants are paid only for services performed.

The agreements addressed in this report support regular Community Development Department operations. Palisades Fire recovery services are provided under separate agreements and funded through a separate Palisades Fire recovery account.

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025-2028 Strategic Plan

Goal 1: Support Community Rebuilding and Long-Term Recovery
Objective 1.2: Modernize development policies and procedures citywide to support resilient community development.
Project: Development Policy & Procedure Updates

DISCUSSION: The Community Development Department utilizes contract planning services to augment City staffing, process current planning development applications, and support long-range planning, capital improvement projects, and inter-agency projects. Contract planners have enabled the Department to maintain service levels, address fluctuating workloads, and advance priority projects while permanent staffing needs and operational demands continue to evolve.

On May 24, 2024, the City issued a Request for Proposals (RFP) for contract planning services to address staffing vacancies and improve the development review process. The RFP sought experienced planning professionals to support regular operations and Woolsey Fire recovery. After evaluating the proposals, conducting interviews, and negotiating, the City entered into two-year professional services agreements with multiple firms.

The current contract planning agreements expire in Fall 2026. At this time, staff recommends extending the agreements with 4Leaf, Inc., Civic Solutions, Inc., CSG Consultants, Inc.

Consistent with the reduction in the FY 2026-2027 professional services budget, the Department has reduced its overall contract planning resources. Staff continues to monitor established performance metrics, including application processing times and workload, to evaluate the impact of these reductions and ensure service levels are maintained.

The consultant firms considered in this report provide four contract planners, currently assigned to more than 456 planning applications at various stages of the permitting process, including approximately 100 applications under active review. These applications range from Woosley Fire rebuild applications to complex Coastal Development Permits.

Given the Department's current workload and continued focus on wildfire recovery, staff recommends extending the existing agreements rather than conducting a new procurement at this time. During the two-year extension, staff will continue to monitor workloads and processing times and evaluate the appropriate use of contract planners as staffing levels change. Staff will conduct a new competitive procurement for contract planning services before the extended agreements expire.

CONCLUSION: Staff recommends that the City Council authorize the Mayor to execute amendments to the agreements with 4Leaf, Inc., Civic Solutions, Inc., CSG Consultants, Inc. for two additional years.

ATTACHMENTS:

1. Amendment to Agreement with 4Leaf, Inc.
2. Amendment to Agreement with Civic Solutions, Inc.
3. Amendment to Agreement with CSG Consultants, Inc.

Docusign Envelope ID: 674DFCCE-E424-85B8-8045-C06225DCE7A0

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (the "Amendment" is made and entered in the City of Malibu on October 12, 2026, by and between the City of Malibu, a municipal corporation, hereinafter referred to as City, and 4Leaf, Inc., a California corporation, hereinafter referred to as Consultant. City and Consultant are herein collectively referred to as "Parties" and separately as a "Party".

The City and the Consultant agree as follows:

RECITALS

A. On October 28, 2024, the City entered into a Professional Services Agreement with Consultant for consulting services for certain projects relating to contract planning services (the "Agreement").

B. The Parties desire to amend the Agreement to increase Consultant's compensation by $10,000 and extend the Term of the Agreement by two years, and Consultant has submitted a proposal for this purpose that is acceptable to the City.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 2.0 of the Agreement (Term of Agreement) is hereby extended for two years to October 28, 2028.

2. Section 4.0 of the Agreement (Compensation for Services), is hereby amended as set forth in Exhibit B attached hereto to increase the compensation in the amount of $10,000 for a total not to exceed $960,000, except for work performed under an Applicant Deposit. For services not performed under an Applicant Deposit, compensation shall not exceed $12,000 per month. The compensation set forth in Exhibit B is in addition to the compensation set forth in the original Agreement.

3. Incorporation of Exhibits. All exhibits attached to this Amendment are hereby incorporated into the Agreement by this reference. To the extent there is any conflict between an exhibit attached to this Amendment and the exhibits attached to the original Agreement, the exhibits attached to this Amendment shall control.

4. Authority to Execute. Each person executing this Amendment represents and warrants that they are duly authorized to execute this Amendment on behalf of the Party for whom they are signing and to bind that Party to the terms herein.

5. The Parties agree that this Amendment will be considered signed when the signature of a Party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

6. All terms and conditions of the Agreement not amended by this Amendment remain in full force and effect.

7. The effective date of this Amendment is October 28, 2026.

Docusign Envelope ID: 674DFCCE-E424-85B8-8045-C06225DCE7A0

This Amendment is executed on _____.

CITY OF MALIBU, a municipal corporation:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

_____
TREVOR RUSIN, Interim City Attorney

4LEAF INC., a California corporation

Signed by:
By: _____
813734D554DD4B5...
Name: Kevin Duggan
Title: President

Docusign Envelope ID: 674DFCCE-E424-85B8-8045-C06225DCE7A0

Exhibit B
Compensation for Services

The City shall compensate the Consultant for services performed and costs incurred under this Agreement in accordance with the fee and cost schedule. No additional compensation shall be paid for any other expenses unless such expenses are approved in advance in writing by the City Manager or his/her designee.

1. AGREEMENT

Scope of Work	Amount
Woolsey Fire Rebuild Services	$726,000
General Planning Services (Non-Rebuild Projects)	$234,000

2. FEE

Consultant will perform the services on an hourly basis, in accordance with the rate schedule below. The Not-to-Exceed Fee represents all cost associated with the delivery of each task including travel time with the exception of travel expenses as described below. Consultant shall submit itemized invoices identifying the specific tasks performed, corresponding hours, and associated costs for each billing period.

Not-to-exceed compensation for 2-Year term: $960,000
Woolsey Fire Rebuild: Annual estimated budget: $145,000, Not-to-exceed monthly: $12,000
Regular Operations: Applicant-Deposits

Schedule 1 – Hourly Rate

Planning

Housing Policy Director	$274/hour
Planning Director	$250/hour
Regional/Policy Director	$205/hour
Principal/Planning Manager	$194/hour
Ombudsperson	$194/hour
Senior Planner	$174/hour
Historic Preservation Planner	$174/hour
Environmental Planner	$174/hour
GIS Specialist	$174/hour
Associate Planner	$155/hour
Assistant Planner	$134/hour
Planning Technician	$114/hour

Docusign Envelope ID: 674DFCCE-E424-85B8-8045-C06225DCE7A0

General

Principal-in-Charge	$347/hour
4LEAF Project Manager	$247/hour
Vehicle required for project - 4-wheel drive, or truck (monthly)	$3,000/month
Vehicle required for project - 4-wheel drive, or truck (daily)	$175/day
Vehicle required for project - 2-wheel drive car (monthly)	$2,200/month
Vehicle required for project - 2-wheel drive car (daily)	$135/day
Project site transport, where required (gator)	$1,800/month
Field Representative requiring special enhancement	$274/hour
Project Administration specialized billing	$144/hour
elas/GoFormz	$50/user/month

All rates listed above shall include overhead costs including, but not limited to, salaries, benefits, insurance, office expenses, mileage, and courier service. If staff substitutions are necessary, or if staff is promoted, the original rates listed above will still apply.

3. TRAVEL EXPENSE BUDGET

Reimbursement for all expenses reasonably incurred by the Consultant in connection with services provided such as lodging and transportation cost which exceed attendance of meeting in excess of 50 miles from Consultant's address. An estimate of travel expenses shall be pre-approved by the Community Development Director or his/her designee. Mileage shall be reimbursed at the IRS prevailing rate. City will not reimburse for meals. Expenses will appear on invoices without any markup, with proof of payment, and due and payable within thirty (30) days after receipt by the City.

4. NON-BILLABLE ADMINISTRATIVE OVERHEAD

The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable and are therefore considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract, or additional services.
- Travel time to and from the City of Malibu (not related to Scope of Work).
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.
- Time spent troubleshooting or resolving technical, connectivity, system access, or other remote-working issues, including time spent obtaining assistance from the City's Information Systems Team.

Docusign Envelope ID: 20ABAB63-1900-81CE-81ED-7256E0F5221F

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (the "Amendment" is made and entered in the City of Malibu on October 12, 2026, by and between the City of Malibu, a municipal corporation, hereinafter referred to as City, and Civic Solutions, Inc., a California corporation, hereinafter referred to as Consultant. City and Consultant are herein collectively referred to as "Parties" and separately as a "Party".

The City and the Consultant agree as follows:

RECITALS

A. On December 9, 2024, the City entered into a Professional Services Agreement with Consultant for consulting services for certain projects relating to contract planning services (the "Agreement").

B. The Parties desire to amend the Agreement to increase Consultant's compensation by $495,000 and extend the Term of the Agreement by two years, and Consultant has submitted a proposal for this purpose that is acceptable to the City.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 2.0 of the Agreement (Term of Agreement) is hereby extended for two years to December 9, 2028.

2. Section 4.0 of the Agreement (Compensation for Services), is hereby amended as set forth in Exhibit B attached hereto to increase the compensation in the amount of $495,000 for a total not to exceed $925,000, except for work performed under an Applicant Deposit. The compensation set forth in Exhibit B is in addition to the compensation set forth in the original Agreement.

3. Incorporation of Exhibits. All exhibits attached to this Amendment are hereby incorporated into the Agreement by this reference. To the extent there is any conflict between an exhibit attached to this Amendment and the exhibits attached to the original Agreement, the exhibits attached to this Amendment shall control.

4. Authority to Execute. Each person executing this Amendment represents and warrants that they are duly authorized to execute this Amendment on behalf of the Party for whom they are signing and to bind that Party to the terms herein.

5. The Parties agree that this Amendment will be considered signed when the signature of a Party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

6. All terms and conditions of the Agreement not amended by this Amendment remain in full force and effect.

7. The effective date of this Amendment is September 1, 2026.

Docusign Envelope ID: 20ABAB63-1900-81CE-81ED-7256E0F5221F

This Amendment is executed on _____.

CITY OF MALIBU, a municipal corporation:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

_____
TREVOR RUSIN, Interim City Attorney

CIVIC SOLUTIONS INC., a California corporation

By: Signed by: Thomas G. Merrell 0D0B52EAEE37417... _____
Name: Thomas G. Merrell
Title: President

Docusign Envelope ID: 20ABAB63-1900-81CE-81ED-7256E0F5221F

Exhibit B
Compensation for Services

The City shall compensate the Consultant for services performed and costs incurred under this Agreement in accordance with the fee and cost schedule. No additional compensation shall be paid for any other expenses unless such expenses are approved in advance in writing by the City Manager or his/her designee.

1. FEE

Consultant will perform the services on an hourly basis, in accordance with the rate schedule below. The Not-to-Exceed Fee represents all cost associated with the delivery of each task including travel time with the exception of travel expenses as described below. Consultant shall submit itemized invoices identifying the specific tasks performed, corresponding hours, and associated costs for each billing period.

Compensation for a 2-Year Extension: $495,000
September 1, 2026 – March 31, 2027 not-to-exceed monthly: $25,000
April 1, 2027 – December 9, 2028 not-to-exceed monthly: $16,000

Schedule 1 – Hourly Rate

Position	Hourly Rates
Principal-In-Charge	$239
Principal Planner	$191
Project Manager	$202
Senior Planner	$174
Associate Planner/Planning Analyst	$159
Assistant Planner	$147
Planning Tech	$137
Report Reproduction	$114

All rates listed above shall include overhead costs including, but not limited to, salaries, benefits, insurance, office expenses, mileage, and courier service. If staff substitutions are necessary, or if staff is promoted, the original rates listed above will still apply.

2. TRAVEL EXPENSE BUDGET

Reimbursement for all expenses reasonably incurred by the Consultant in connection with services provided such as lodging and transportation cost which exceed attendance of meeting in excess of 50 miles from Consultant's address. An estimate of travel expenses shall be pre-approved by the Community Development Director or his/her designee. Mileage shall be reimbursed at the IRS prevailing rate. City will not reimburse for meals. Expenses will appear on invoices without any markup, with proof of payment, and due and payable within thirty (30) days after receipt by the City.

3. NON-BILLABLE ADMINISTRATIVE OVERHEAD

The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable and are therefore considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

Docusign Envelope ID: 20ABAB63-1900-81CE-81ED-7256E0F5221F

- Discussion with staff or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract, or additional services.
- Travel time to and from the City of Malibu (not related to Scope of Work).
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.
- Time spent troubleshooting or resolving technical, connectivity, system access, or other remote-working issues, including time spent obtaining assistance from the City's Information Systems Team.

Docusign Envelope ID: 4576B819-4E65-8081-83DE-316E0E30844B

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (the "Amendment" is made and entered in the City of Malibu on October 12, 2026, by and between the City of Malibu, a municipal corporation, hereinafter referred to as City, and CSG Consultants, Inc., a California corporation, hereinafter referred to as Consultant. City and Consultant are herein collectively referred to as "Parties" and separately as a "Party".

The City and the Consultant agree as follows:

RECITALS

A. On October 28, 2024, the City entered into a Professional Services Agreement with Consultant for consulting services for certain projects relating to contract planning services (the "Agreement").

B. The Parties desire to amend the Agreement to increase Consultant's compensation by $100,000 and extend the Term of the Agreement by two years, and Consultant has submitted a proposal for this purpose that is acceptable to the City.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 2.0 of the Agreement (Term of Agreement) is hereby extended for two years to October 28, 2028.

2. Section 4.0 of the Agreement (Compensation for Services), is hereby amended as set forth in Exhibit A attached hereto to increase the compensation in the amount of $100,000 for a total not to exceed $400,000, except for work performed under an Applicant Deposit. For services not performed under an Applicant Deposit, compensation shall not exceed $10,000 per month. The additional compensation of $100,000, set forth in Exhibit A, is in addition to the compensation set forth in the original Agreement.

3. Incorporation of Exhibits. All exhibits attached to this Amendment are hereby incorporated into the Agreement by this reference. To the extent there is any conflict between an exhibit attached to this Amendment and the exhibits attached to the original Agreement, the exhibits attached to this Amendment shall control.

4. Authority to Execute. Each person executing this Amendment represents and warrants that they are duly authorized to execute this Amendment on behalf of the Party for whom they are signing and to bind that Party to the terms herein.

5. The Parties agree that this Amendment will be considered signed when the signature of a Party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

6. All terms and conditions of the Agreement not amended by this Amendment remain in full force and effect.

Docusign Envelope ID: 4576B819-4E65-8081-83DE-316E0E30844B

7. The effective date of this Amendment is October 28, 2026.

This Amendment is executed on _____.

CITY OF MALIBU, a municipal corporation:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

_____
TREVOR RUSIN, Interim City Attorney

CSG CONSULTANTS INC., a California corporation

By: Signed by: Daniel Gonzales F2910A80AD8A4F9... _____
Name: Daniel Gonzales
Title: President

Docusign Envelope ID: 4576B819-4E65-8081-83DE-316E0E30844B

Exhibit A
Compensation for Services

The City shall compensate the Consultant for services performed and costs incurred under this Agreement in accordance with the fee and cost schedule. No additional compensation shall be paid for any other expenses unless such expenses are approved in advance in writing by the City Manager or his/her designee.

1. FEE

Consultant will perform the services on an hourly basis, in accordance with the rate schedule below. The Not-to-Exceed Fee represents all cost associated with the delivery of each task including travel time with the exception of travel expenses as described below. Consultant shall submit itemized invoices identifying the specific tasks performed, corresponding hours, and associated costs for each billing period.

Additional Compensation for a 2-Year Extension: $100,000; total agreement $400,000
Annual estimated budget: $120,000, except for work performed under an Applicant Deposit
Not-to-exceed monthly: $10,000

Schedule 1 – Hourly Rate

PERSONNEL / ROLE	HOURLY RATE
Planning Technician	$120
Assistant Planner	$150
Associate Planner	$170
Senior Planner	$205
Planning Manager	$235
Principal Planner	$230
Planning Director	$259
Principal-in-Charge	$280
Assistant Environmental Planner	$150
Environmental Planner/Analyst	$165
Associate Environmental Planner	$175
Environmental Project Manager	$220
Technical Specialist	$235
Environmental Planning Director	$270

Docusign Envelope ID: 4576B819-4E65-8081-83DE-316E0E30844B

GIS Technician	$120
GIS Analyst	$125
GIS Manager	$170
Sustainability Programs Analyst	$185
Sustainability Programs Manager	$215
Publications Specialist	$120

All rates listed above shall include overhead costs including, but not limited to, salaries, benefits, insurance, office expenses, courier service, and mileage, except as described below. If staff substitutions are necessary, or if staff is promoted, the original rates listed above will still apply.

2. TRAVEL EXPENSE BUDGET

Reimbursement for all expenses reasonably incurred by the Consultant in connection with services provided, such as lodging and transportation costs which exceed attendance at a meeting in excess of 50 miles from Consultant's address. An estimate of travel expenses shall be pre-approved by the Community Development Director or his/her designee. Mileage shall be reimbursed at the IRS prevailing rate. City will not reimburse for meals. Expenses will appear on invoices without any markup, with proof of payment, and due and payable within thirty (30) days after receipt by the City.

3. NON-BILLABLE ADMINISTRATIVE OVERHEAD

The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable and are therefore considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract, or additional services.
- Travel time to and from the City of Malibu (not related to Scope of Work).
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.
- Time spent troubleshooting or resolving technical, connectivity, system access, or other remote-working issues, including time spent obtaining assistance from the City's Information Systems Team.

City Council Meeting
10-12-26
Item 1.B.5.

Council Agenda Report

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Kristin Riesgo, Community Services Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: September 22, 2026 Meeting date: October 12, 2026

Subject: Professional Services Agreement with Executive Facilities Services, Inc.

RECOMMENDED ACTION: 1) Authorize the Mayor to execute a Professional Services Agreement with Executive Facilities Services, Inc. for custodial services at Malibu City Hall and City parks; and 2) Appropriate $51,400 from the General Fund-Unassigned for custodial services to Account No. 100-4010-5100-00 and Account No. 103-9050-5100-00.

FISCAL IMPACT: Funding for these services was included in the Adopted Budget for FY 2026-27 in the amount of $115,000. Following the Request for Proposal (RFP) process, an appropriation of $35,380 in Account No. 100-4010-5100-00 (Park Maintenance Professional Services) and $16,020 in Account No. 103-9050-5100-00 (City Hall Operations Professional Services) is needed for the new custodial services agreement.

STRATEGIC PLAN IMPLEMENTATION: N/A

DISCUSSION: On June 1, 2026, the City released a Request for Proposals (RFP) to solicit proposals from qualified firms interested in providing custodial services for Malibu City Hall and City parks. Custodial services are required five days a week at City Hall and seven days a week, 362 days a year, at six City parks.

Proposals for the RFP were due on July 15, 2026. The City received thirteen (13) proposals in response to the RFP. Following a review, staff selected and interviewed the four contractors that provided comprehensive responses. Following the interviews, staff contacted references, verified the cost proposals, and confirmed the contractor's specifications in their submitted proposal. Based on the information, staff selected, Executive Facilities Services, Inc. (EFS).

EFS has indicated they will schedule dedicated personnel to the City of Malibu including one dedicated supervisor and two people servicing Malibu Bluffs Park and Malibu City Hall (total 3) and two people will be cleaning all City parks. This increases services by one to two people compared to the current contract. The agency focuses on employee retention by offering competitive hourly wages and health benefits in addition to continuous training in safety practices and compliance.

The cost for annual custodial services from the top four candidates ranged from $142,416 to $166,400. However, the number of custodial staff varied from one to three personnel servicing City facilities.

EFS has excellent references and has existing contracts from the City of Thousand Oaks, Conejo Recreation & Park District, City of Tustin, City of Costa Mesa, and several other public and private agencies.

Council Policy #44, Budget Control and Accountability requires that all proposed appropriations over $10,000 be reviewed and discussed by the Administrative and Finance (A&F) Subcommittee before being presented to the Council. A&F reviewed and recommended an appropriation of $51,400 at the September 15, 2026 Special meeting.

ATTACHMENTS:
Professional Services Agreement with Executive Facilities Services, Inc.

Docusign Envelope ID: DF1A1E0A-56D0-84E2-8024-5AE07CA6D61E

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into as of October 12, 2026 by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and Executive Facilities Services, Inc., a California stock corporation (hereinafter referred to as "Consultant"). City and Consultant are herein collectively referred to as "Parties" and separately as a "Party".

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract with Consultant for professional services relating to custodial services at Malibu City Hall and City parks.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform the services under this Agreement in a proper and timely manner.

D. The City and the Consultant desire to enter into this Agreement for the Consultant to perform the services described in this Agreement, including those set forth in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in Exhibit A (the "Scope of Work"), attached hereto and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on November 1, 2026, and will remain in effect for a period of three (3) years from said date unless otherwise expressly extended and agreed to by both Parties or terminated by either Party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee (collectively, the "City Manager"), for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager has the authority, but not the requirement, to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. The cost of services shall not exceed $13,865.83 per month, for a total amount not to exceed $166,389.91 annually for the term of the Agreement. No

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additional compensation shall be paid for any other costs or expenses incurred, unless first approved by the City Manager in writing.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business to or by any City employee or official. This Section 5.1 shall apply to any subcontractor hired by Consultant to perform service under this Agreement.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last twelve (12) months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination.

6.1.1 **Termination Without Cause.** Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other Party ten (10) days written notice of such termination and the effective date thereof. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the effective date of the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 **Termination For Cause.** If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultant shall not be

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relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.1.3 In the event of any termination hereunder, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be immediately returned to the City.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express, prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the performance of its services and duties pursuant to this Agreement.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all provisions in the attached Exhibit B ("Insurance Requirements"), attached hereto and made part of this Agreement.

6.5 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorneys' fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this Agreement. Consultant's duty to indemnify and hold harmless City shall not extend to the City's sole or active negligence or willful misconduct.

6.5.1. **Duty to defend.** In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall defend the Indemnified Parties at Consultant's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and City, as to whether liability arises from the sole or active negligence or willful misconduct of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances, and codes of the federal, state, county, and city

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governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California. Any and all disputes arising from this Agreement shall be decided solely and exclusively by state or federal courts located in Los Angeles County.

b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the Parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all Parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of

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the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its own expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans during or after the Term of this Agreement. Should the Consultant fail to make such corrections in a reasonably timely manner, such corrections shall be made by the City, and the cost thereof shall be charged to the Consultant. If the City corrections occur during the Term, such charged costs shall be deducted from amounts otherwise owed to the Consultant. If the corrections occur after the Term and final payment to the Consultant, the amount charged shall be due and payable within 45 days after written notice of the City's invoice.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees and Costs. The Parties hereto acknowledge and agree that

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each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes, amendments, or modifications to this Agreement must be approved in advance and in writing, and executed by authorized representatives of both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY:	Joseph D. Irvin City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	**CONSULTANT:**	James F. Ferraro Owner Executive Facilities Services, Inc. 1227 Flynn Road, Suite 307 Camarillo, CA 93012 TEL (844) 780-2626 FAX (951) 346-3922

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

6. 21 Standard of Care. Consultant shall perform all services under this Agreement in accordance with the standard of care ordinarily exercised by members of the same profession practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall perform its services in a timely, competent, and professional manner and in accordance with all applicable laws and regulations.

6.22 Public Records Act Compliance. Consultant acknowledges that the City is subject to the California Public Records Act (Government Code section 7920.000 et seq.). Consultant agrees to cooperate with the City in responding to any request for records relating to this Agreement or Consultant’s performance of services. Consultant shall promptly provide any such records requested by the City and acknowledges that such records may be subject to disclosure unless exempt from disclosure under applicable law.

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6.23 Records Retention and Audit. Consultant shall maintain complete and accurate records relating to the performance of services under this Agreement, including all books, documents, papers, and accounting records. Consultant shall retain such records for a period of at least three (3) years following completion or termination of this Agreement, or longer if required by law or by written directive from the City. Upon reasonable notice, the City or its authorized representatives shall have the right to inspect and audit such records during normal business hours.

6.24 Ownership of Work Product. All reports, documents, data, studies, drawings, specifications, maps, photographs, and other materials prepared or assembled by Consultant in connection with the performance of services under this Agreement ("Work Product") shall become the property of the City upon creation and shall be delivered to the City upon request or upon completion or termination of this Agreement. Consultant may retain copies for its files, if and when appropriate, but shall not use or disclose the Work Product for any purpose unrelated to this Agreement without the prior written consent of the City.

6.25 Confidentiality and Public Communications. Consultant shall maintain the confidentiality of any non-public information obtained in the course of performing services under this Agreement and shall not disclose such information to any third party without the prior written consent of the City unless required by law. Consultant shall take reasonable measures to protect such information from unauthorized use or disclosure.

Consultant shall not make any public statement, press release, social media post, or other public communication regarding the services performed under this Agreement, the City, or this Agreement without the prior approval of the City. Consultant shall conduct itself in a professional manner and shall not engage in conduct that would reasonably be expected to reflect adversely on the City in connection with the performance of services under this Agreement.

6.26 Subcontractors. Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City, except to the extent subcontracting is expressly authorized in this Agreement. Consultant shall remain fully responsible for the performance of all services under this Agreement and for the acts and omissions of any subcontractors and their employees or agents.

6.27 Survival. The provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement, including but not limited to provisions relating to indemnification, confidentiality, records retention, ownership of work product, and audit rights, shall survive the termination or expiration of this Agreement.

7.0 ADDITIONAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2, but not both)

7.**1 Disclosure Required.** By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-

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office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials Initial JFF

This Agreement is executed on _____.

EXECUTIVE FACILITIES SERVICES, a California stock corporation:

By: Signed by: James F. Ferraro
CA6020D8503B478...
Name: JAMES F. FERRARO
Title: Owner

CITY OF MALIBU, a municipal corporation:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk

(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

_____
TREVOR RUSIN, Interim City Attorney

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EXHIBIT A
SCOPE OF WORK

Executive Facilities Services, Inc. will provide custodial services for offices, community rooms, common spaces, kitchens, restrooms, and outdoor areas. Executive Facilities Services, Inc. shall provide all of the aforementioned services at each and every facility listed below under the "City Facilities" header.

The custodial services include, but are not limited to, cleaning, washing, emptying trash, and other services necessary to maintain and secure facilities in operational condition. The services shall be implemented in accordance with a mixture of daily, weekly, monthly, quarterly, and seasonal cleaning and maintenance schedules. Executive Facilities Services, Inc. will also assist with preventive and miscellaneous maintenance work by promptly reporting broken, malfunctioning, or vandalized equipment, fixtures, or structures.

Before November 1, 2026, Executive Facilities Services, Inc. will be required to attend a one-hour training session covering the City's waste management practices and zero-waste initiatives.

In December 2026, a City representative will conduct a formal inspection with a representative from Executive Facilities Services, Inc. to establish an acceptable level of performance. Upon City acceptance, this level of service quality shall be maintained throughout the contract period. City representatives will conduct bi-monthly meetings to review and discuss the status of the work with Executive Facilities Services, Inc.

Executive Facilities Services, Inc. shall provide all management, tools, equipment, supplies, materials, and labor necessary to ensure that custodial services are performed at Malibu City Hall, parks, and facilities in a manner that maintains satisfactory conditions and presents a clean, neat, and professional appearance.

<u>City Facilities</u>

Charmlee Wilderness Park – 2577 Encinal Canyon Road.
A 532-acre wilderness park within the Santa Monica Mountains. The park includes picnic areas and over eight miles of hiking trails, a nature center (closed), and a 330-square-foot restroom building.

Las Flores Creek Park – 3805 Las Flores Canyon Road
Four-acre neighborhood park situated along Las Flores Creek with walking paths, a 300-square-foot restroom building, picnic areas, and a playground. Please note, fire-related repairs are ongoing; expected reopening in late 2026.

Malibu Bluffs Park and Michael Landon Center – 24250 Pacific Coast Highway
Six-acre Community Park with two baseball diamonds, a multi-sport athletic field, playground, jogging paths, picnic tables, and an outlook area. The Michael Landon Center is a 3,000-square-foot building and includes restrooms, an activity room, a storage area, a kitchen, staff offices, and common areas.

Malibu Skate Park (at Malibu Bluffs Park) – 24250 Pacific Coast Highway

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A 12,500-square-foot concrete Skate Park with two ADA-accessible gender-neutral restrooms, a custodial closet, a drinking fountain, a parking lot, a picnic area, and landscaping.

Malibu City Hall – 23825 Stuart Ranch Road
A 35,000 square foot commercial office building including offices, two kitchens, patios, a theater, community rooms, conference rooms, restrooms, and common spaces.

Malibu Equestrian Park – 6225 Merritt Drive
Includes two riding arenas, a picnic area, a 320-square-foot restroom building, and riding trails.

Trancas Canyon Park – 6050 Trancas Canyon Road
The six-and-one-half-acre neighborhood park contains an access road, vehicle parking, a playground, a dog park, a 300-square-foot restroom building, a picnic shelter, and an open turf area.

General Description of the Work to be Performed

Carpeted Areas
After vacuuming, the carpeted area shall be free of all visible dirt, debris, litter, and other foreign matter. Any spots shall be removed by the carpet manufacturer's approved methods as soon as noticed. Area and throw rugs are included in this service. All carpets shall be cleaned in accordance with standard commercial practices. No bonnet cleaning machines shall be used. A portable water extractor spot remover should be on hand during every shift. A heavy-duty spot remover may be required in heavily soiled areas. After shampooing, the carpeted area will be uniform in appearance and free of stains and discoloration. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Chairs, trash receptacles, and other items shall be moved to clean carpets beneath them, then returned to their original location.

Disinfect
Completely clean and disinfect all surfaces of sinks, toilet bowls, urinals, lavatories, dispensers, plumbing fixtures, doors, walls, and other such surfaces using a germicidal detergent. After cleaning, receptacles will be free of deposits, dirt, streaks, and odors. Disinfect all surfaces of partitions, stalls, stall doors, entry doors (including handles, kick-plates, ventilation grates, metal guards, etc.), and wall areas adjacent to wall-mounted lavatories, urinals, and toilets.

Drinking Fountains
Clean and disinfect all porcelain and polished metal surfaces, including orifices and drains, as well as exterior surfaces of the fountain. Drinking fountains shall be free from streaks, stains, spots, smudges, scale, foreign materials, and other obvious soil.

Dusting
All horizontal surfaces, including sign surfaces, pictures, ledges, pot shelves, and light fixtures (removal of dead insects), must be dusted or cleaned to prevent dust buildup.

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Exterior Windows/Doors

Windows are the glass surfaces that are an integral part of the outer wall of the building. Window screens shall be removed, cleaned, and replaced as needed. After the window has been cleaned, exterior frames, casings, sills, and glass shall be free of all traces of film, dirt, smudges, yellow insect droppings, water, and other foreign matter. Likewise, all parts of doors and door kick-plates shall be free of film, dirt, smudges, water, and other foreign matter.

Floors

All floors, except carpeted areas or area/throw rugs, shall be swept, dust mopped, damp mopped, wet mopped, and buffed, as needed and, depending on the material, to ensure they have a uniform, glossy appearance and are free from dirt, debris, dust, scuff marks, heels marks, other stains and discoloration, and other foreign matter. Baseboards, corners, and wall/floor edges shall also be clean. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles, and other moveable items shall be moved to maintain floors beneath them. All moved items shall be returned to their original and proper position.

Green Cleaning Supplies

Third-party-certified green cleaning supplies, such as Simple Green, Green Works, or equivalent, must be used for all cleaning purposes. Acceptable certifications include Green Seal, EPA Safer Choice, and Ecologo.

Hard Floors

Strip, scrub, seal, and wax floors in the common areas as scheduled to maintain a uniform, glossy appearance. A non-skid wax is required. A uniform glossy appearance is free of scuff marks, heel marks, wax buildup, and other stains and discoloration.

Interior Glass/Mirrors

Clean all interior glass, including glass on doors, partitions, walls, display cases, directory boards, etc. After glass cleaning, there shall be no traces of film, dirt, smudges, water, or other foreign matter.

Interior Windows/Doors

Clean glass surfaces. After surfaces have been cleaned, all traces of film, dirt, smudges, water, and other foreign matter shall be removed from frames, casings, sills, glass, and door kick-plates.

Landfill Trash, Recycling, and Compost

At facilities with color-coded waste streams, receptacle liners must also be color-coded: blue (for recycling), green (for compost), and black (for landfill). Alternate color combinations may include clear for recycling, clear or green for compost, and black for landfill. All three waste streams (recycling, compost, and landfill) containers shall be emptied and returned to their initial location. After servicing any dual and triple waste stream sorting stations, the top of the sorting stations must be wiped clean. Boxes, cans, or papers placed near a trash receptacle and marked "Trash" or “Recycling” shall be removed and placed in the correct color-coded bins. Boxes shall be broken down to

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minimize bulk. Any obviously soiled or torn plastic receptacle liners shall be replaced. Recycling, compost, and landfill bags must be deposited in the appropriate color-coded bins located in the parking lot. Bin lids shall be closed at all times to prevent access to rodents and other animals. Receptacles, bins, and the surrounding areas shall be left clean, free of foreign matter, and free of odors. No trash should be placed on bin lids.

Restroom and Kitchen Supplies

Ensure all restrooms and kitchens are stocked sufficiently so that supplies do not run out for general use.

Sinks

Descaling shall be performed to keep areas free of scale, soap films, and other deposits. After descaling, surfaces shall be free from streaks, stains, scale, scum, and rust stains.

Spot Cleaning

Perform spot cleaning continually. Spot cleaning includes, but is not limited to removing or cleaning smudges, fingerprints, marks, streaks, spills, paint, etc., from washable surfaces of all walls, partitions, vents, grillwork, doors, door handles, push-bars, kick-plates, light switches, temperature controls, fixtures, and dual and triple waste stream sorting stations. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.

Toilet Bowls and Urinals

Descaling shall be performed to keep areas free of scale, soap films, and other deposits. After descaling, surfaces shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.

The aforementioned description of work is not exhaustive and Executive Facilities Services, Inc. shall provide other services similar services, as reasonably necessary.

Schedule of Work to be Performed

All work shall be performed between 9:00 PM and Midnight daily, Sunday through Saturday, including holidays except New Year's Day, Thanksgiving day, and Christmas day. The City will provide cleaning and restroom supplies for Malibu City Hall and the five parks. Custodial services are required and shall be performed seven days a week at City parks. Custodial services are required and shall be performed Monday through Friday at Malibu City Hall. City staff will work with the selected contractor to schedule weekend services at City Hall for private rentals or special event. Weekend services typically include public areas (restrooms, hallways, etc.); City Hall offices do not need services on Saturday and Sunday. If meetings are still in progress while cleaning, please keep noise to a minimum.

City Hall Entrance and Lobbies

Daily Schedule

1. Pick up litter, empty all waste and recycling containers, and replace container liners with appropriate color liners. Discard recycling, compost, and landfill

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materials into appropriate bins. Wipe down the tops and sides of the dual- and triple-waste-stream sorting stations, and the walls behind all receptacles.

2. Vacuum all carpeted floors and entry mats, including exterior mats.
3. Sweep and wet mop floors, as needed, using a cleaning solution.
4. Spot clean carpets by hand, where needed, using an appropriate carpet cleaner solution or power extractor.
5. Sweep entrance approaches.
6. Dust all exposed horizontal surfaces.
7. Remove cobwebs.
8. Straighten magazines in reception areas.
9. Clean reception glass.
10. Wash walls and doors, including kick plates, where needed, with wet sponge and cleaning solution.
11. Clean all exterior and interior glass, including glass in doors, with window cleaning solution.
12. Wipe down exterior railings on the entrances and decks.
13. Clean trophy case and exterior posting board. Necessary keys will be provided.
14. Wipe down stairwell handrails and rail caps.
15. Remove exterior and interior cobwebs around the high-light fixtures and cable rails.

Weekly Schedule

1. Polish furniture.
2. Perform high dusting of ceilings and other high cabinets.
3. Clean all exterior glass, including partitions, walls, display cases, and directory boards, with window cleaning solution.
4. Clean all door panic bar hardware with a cleaning solution.

Monthly Schedule

1. Dust air vents and window blinds with a clean, dry towel or as needed.
2. Clean exterior window frames, casings, and sills with window cleaning solution or more frequently as needed

Quarterly Schedule

1. Strip, wax, and buff floors in lobbies.
2. Dust building fixtures, including but not limited to fluorescent lights, wall clocks, fire extinguishers, and air vent ducts.
3. Clean and scrub all door thresholds.

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Extra Services: Staff will work with the Contractor to schedule these services, as needed.

1. Clean the carpets per Shaw Floors' instructions, remove carpet stains, and apply stain repellent product, such as ScotchGard™ or equal.

City Hall Conference and Meeting Rooms

Daily Schedule:

1. Pick up litter, empty all waste and recycling containers, and replace container liners with appropriate color liners. Discard recycling, compost and landfill materials into appropriate bins. Wipe down the tops of the dual and triple waste stream sorting stations, and walls behind all receptacles.
2. Vacuum all carpeted floors.
3. Spot clean carpets by hand, where needed, using an appropriate carpet cleaner solution.
4. Dust all horizontal surfaces.
5. Wipe down tables and chairs, including all chrome finishes.
6. Remove cobwebs.
7. Wash walls and doors, where needed, with a wet sponge and cleaning solution.
8. Clean all interior glass, including glass in doors, with window cleaning solution.
9. Wipe down doors and kick plates.
10. Return all furniture to an orderly position.

Weekly Schedule

1. Perform high dusting of ceilings, door tops, and cabinet tops.
2. Clean all glass, including partitions, walls, display cases, and directory boards with window cleaning solution.

Monthly Schedule

1. Dust air vents and window blinds with a clean, dry towel.
2. Detail vacuum carpeted areas.
3. Clean exterior window frames, casings, and sills with window cleaning solution.

Quarterly Schedule

1. Dust building fixtures, including but not limited to fluorescent lights, wall clocks, fire extinguishers, and air vent ducts.
2. Clean and scrub all door thresholds.
3. Brush or vacuum upholstered furniture.

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Extra Services: Staff will work with the Contractor to schedule these services, as needed.

1. Clean the carpets per Shaw Floors' instructions, remove carpet stains, and apply stain repellent product, such as ScotchGard™ or equal.

City Hall Corridors

Daily Schedule

1. Pick up litter, empty all waste and recycling containers, and replace container liners with appropriate color liners. Discard recycling, compost, and landfill materials into appropriate bins. Wipe down the tops of the dual- and triple-waste-stream sorting stations and the walls behind all receptacles.
2. Wet mop floors using an approved detergent disinfectant.
3. Vacuum all carpeted floors and entry mats.
4. Spot clean carpets by hand, where needed, using an appropriate carpet cleaner solution.
5. Clean, disinfect, and polish drinking fountains.

Weekly Schedule

1. Remove scuff marks on baseboards and doors (as needed in all areas)

City Hall Stairways and Elevator

Daily Schedule:

1. Vacuum all carpeted floors.
2. Sweep and wet mop floors, as needed, using an appropriate cleaning solution.
3. Spot clean carpets by hand, where needed, using an appropriate carpet cleaner solution.
4. Spot clean walls.
5. Wipe exterior elevator doors with approved cleaner
6. Clean thresholds

City Hall Employee Balcony and Patios

Daily Schedule:

1. Pick up litter, empty all waste and recycling containers, and replace container liners with appropriate color liners. Discard recycling, compost, and landfill materials into appropriate bins. Wipe down the tops of the dual- and triple-waste-stream sorting stations and the walls behind all receptacles.
2. Wipe down tabletops.
3. Pick up debris, including leaves.

Monthly Schedule (or as needed due to water conservation):

1. Hose down and scrub the patio area.

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City Hall Theater

Daily Schedule:

1. Pick up litter, empty all waste and recycling containers, and replace container liners with appropriate color liners. Discard recycling, compost, and landfill materials into appropriate bins. Wipe down the tops of the dual- and triple-waste-stream sorting stations and the walls behind all receptacles.
2. Vacuum all carpeted floors and entry mats.
3. Spot clean carpets by hand, where needed, using an appropriate carpet cleaner solution.
4. Wipe down countertops, tables, and chairs.
5. Dust all horizontal surfaces.
6. Dry mop wood floors, including the front of the stage and the backstage area.

Weekly Schedule

1. Wipe down the dais structure walls and the council desk.
2. Vacuum upholstered chairs as needed.

Offices (City Hall: administrative services, building safety, community services, environmental sustainability, code enforcement, community development, public works and engineering, public safety, file rooms, copy rooms, green room, Sheriff's office, control room, senior/community center, catwalk hallway. Michael Landon Center: offices and activity room.)

Daily Schedule:

1. Pick up litter, empty all waste and recycling containers, and replace container liners with appropriate color liners. Discard recycling, compost, and landfill materials into appropriate bins. Wipe down the tops of the dual- and triple-waste-stream sorting stations and the walls behind all receptacles.
2. Vacuum all carpeted floors and entry mats.
3. Sweep entrance approaches.
4. Sweep and wet mop floors, as needed, using a cleaning solution.
5. Remove interior and exterior cobwebs.
6. Spot clean carpets by hand, where needed, using an appropriate carpet cleaner solution.
7. Wipe down walls under hand sanitizing stations.
8. Return all furniture to an orderly position.
9. Dust all exposed horizontal surfaces.
10. Wash walls and doors, where needed, with a wet sponge and cleaning solution.
11. Clean all interior glass, including glass in doors, with window cleaning solution.
12. Turn off all designated lights.

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13. Malibu Bluffs Park, Michael Landon Center: clean mirrors in the activity room.
14. Malibu Bluffs Park, Michael Landon Center: dry mop luxury vinyl flooring using a micro-fiber cleaning cloth. If using a cleaning solution, a neutral pH cleaner, such as Shaw TotalCare, must be used with a micro-fiber wet mop pad. The final application is a water rinse.

Weekly Schedule

1. Perform high dusting of ceilings, door and partition tops, and other high cabinets.
2. Clean all glass, including partitions, walls, display cases, and directory boards with window cleaning solution.
3. Clean all door panic bar hardware with a cleaning solution.
4. Malibu Bluffs Park, Michael Landon Center: remove scuff marks by cleaning with an auto scrubber or spray buffering machine (175 rpm or lower) with red 3M pad/equivalent brush.

Monthly Schedule

1. Dust air vents and window blinds with a clean, dry towel.
2. Clean exterior window frames, castings, and sills with window solution or more frequently as needed.

Quarterly Schedule (January, April, June, and September)

2. Dust window coverings.
3. Dust building fixtures, including but not limited to fluorescent lights, wall clocks, fire extinguishers and air vent ducts.
4. Brush or vacuum upholstered furniture.
5. Clean and scrub all door thresholds.

Extra Services: Staff will work with the Contractor to schedule these services, as needed.

1. Clean the carpets per Shaw Floors' instructions, remove carpet stains, and apply stain repellent product, such as ScotchGard™ or equal.

<u>Coffee Stations and Kitchens</u> (City Hall and Michael Landon Center)

Daily Schedule

1. Pick up litter, empty all waste and recycling containers, and replace container liners with appropriate color liners. Discard recycling, compost and landfill materials into appropriate bins. Wipe down the tops of the dual and triple waste stream sorting stations, and walls behind all receptacles.
2. Clean all kitchen walls, including the wall behind the trash receptacles
3. Sweep and wet mop floors, including under the sinks, using an approved detergent disinfectant.

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4. Wipe down countertops, tables, and chairs.
5. Dust all horizontal surfaces.
6. Clean inside and outside of microwaves.
7. Clean outside of refrigerator.
8. Clean, disinfect, and polish all sinks and counters with a wet sponge and cleanser.
9. Spot clean all cabinets.
10. Replenish all supplies.

Weekly Schedule

1. Perform high dusting.
2. Pull refrigerators out enough to clean behind and underneath.

Monthly Schedule

1. Dust and clean fixtures, including but not limited to fluorescent lights, wall clocks, fire extinguishers, and air vent ducts.
2. Clean and disinfect interior refrigerators, including shelving, drawers, and bins.

Quarterly Schedule

1. Scrub and wax all hard surfaces.

Restroms (City Hall, Charmlee Wilderness Park, Las Flores Creek Park, Malibu Equestrian Park, Malibu Skate Park, Trancas Canyon Park)

1. Pick up litter, empty sanitary napkin, and paper towel containers, and replace container liners. Discard waste into appropriate bins. Wipe down walls behind the receptacles.
2. Wet mop floors using an approved detergent disinfectant.
3. Wet wash walls and ceiling, including tile and grout, with disinfectant solution and sponge.
4. Wash restroom stall partitions with disinfectant solution and sponge.
5. Clean and disinfect all sinks and counters with wet sponge and cleanser.
6. Clean and disinfect commodes and areas around commodes.
7. Clean and disinfect urinals and areas around urinals.
8. Clean and disinfect all hand dryers, and soap and paper dispensers.
9. Restock all dispensers, including but not limited to toilet paper, paper towels, sanitary napkins, and soap.
10. Remove graffiti with an approved cleaning solution. If cleaning fails, notify the Parks Supervisor before the end of the shift.
11. Turn off all designated lights.

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Weekly Schedule

1. Scrub floors and grout.
2. Clean out floor drains.
3. Pour clean water down floor drains to prevent sewer gases.
4. Perform high dusting and cleaning of vents.

Quarterly Schedule

1. Strip and seal floors and grout.
2. Clean and scrub all door thresholds.
3. Clean walls and building fixtures, including light fixtures and air vents.
4. Descale toilets, urinals, and sinks.

Michael Landon Center (indoor and outdoor) – Versa Cleaning Machine

Tasks under the Restroom section must be completed. The items below relate to the Versa Cleaning Machine, which is only available at the Michael Landon Center at Malibu Bluffs Park.

Daily Schedule

Daily operations will specifically utilize the Versa Cleaning Machine (or equivalent no-touch extraction system) for the following tasks:

Cleaning all restroom surfaces only

- Surface Application: Contractor shall use the Versa spray system to apply a commercial-grade, EPA-approved disinfectant on all restroom surfaces, including toilet bowls, urinals, partitions, countertops, and sinks. All cleaning materials not provided by the City must be approved by the city's contract administrator.
- Touchless Rinsing: Contractor will utilize the machine's pressure rinse and vacuum recovery features to clean grout lines, walls, and fixtures to prevent cross-contamination.
- Floor Extraction: All restroom floors will be deep cleaned daily using the machine's squeegee vacuum system to ensure floors are left sanitary, dry, and free of soils.
- Consumables & Final Polish: Traditional wiping cloths may be utilized alongside the machine for spot-drying mirrors, polishing chrome fixtures, and restocking paper/soap dispensers.

Equipment & Supply Provisions

- Machine Operation: The City will provide training for using the machine as deemed necessary and will maintain the Versa Cleaning Machine in a safe and operational condition. The Contractor shall ensure the machine is thoroughly flushed with clean water daily to prevent buildup.

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- Chemicals & Consumables: Unless otherwise specified, the Contractor will use all approved chemical concentrates, disinfectants, and paper products. All chemicals used in the Versa system must be pre-approved by the City of Malibu and strictly comply with manufacturer guidelines.

Damage, Maintenance & Malfunctions:

- Reporting: The Contractor shall immediately notify the Client of any plumbing leaks, overflowing drains, or structural damage discovered during the cleaning process.
- Equipment Failure: In the event the Versa Cleaning Machine requires maintenance or experiences mechanical failure, the Contractor is responsible for reporting maintenance needs and machine failures or damaged components immediately.

Miscellaneous Items

Daily Schedule

1. Provide a hot water extractor for spot cleaning to use as needed.
2. The firm will report any broken, malfunctioning, or vandalized equipment, such as graffiti or fixtures, to the Park Supervisor immediately by telephone or text message. In the event the Park Supervisor is unavailable, the firm shall leave a voicemail on the City Hall work line.
3. The firm will contact the Parks Supervisor immediately during an unforeseen emergency that prevents the firm from servicing City facilities.

Quarterly Schedule

1. Remove cobwebs from the entire building at window frames with an extension pole (at least quarterly or more often as needed).
2. Clean floor tile grout in Green Room bathrooms or as needed.
3. Strip and wax hard surfaces.
4. Pressure wash the trash area. The trash area must be properly contained during pressure washing to prevent runoff.
5. Pressure wash the entrance area quarterly or more frequently as needed. Entrance areas must be properly contained during pressure washing to prevent run-off.

Extra Services: Staff will work with the Contractor to schedule these services, as needed.

1. Clean the carpets per Shaw Floors' instructions, remove carpet stains, and apply stain repellent product, such as ScotchGard™ or equal.
2. Wash windows, both exterior and interior.

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Security

Key Control

Executive Facilities Services, Inc. shall be responsible for all keys and key cards issued by the City. Executive Facilities Services, Inc. shall not duplicate any keys and/or key cards. If keys and/or key cards are lost, stolen, or duplicated, the City may rekey the affected areas and deduct the cost from the monthly payment due. Executive Facilities Services, Inc. shall prohibit the use of keys and/or key cards by any persons other than Executive Facilities Services, Inc. employees and shall not permit the entrance of persons other than Executive Facilities Services, Inc. employees engaged in the performance of contract work requirements to any City Facilities. Executive Facilities Services, Inc. agrees that failure to fully secure the facility can result in damages, including but not limited to liquidated damages.

Security Requirements

Executive Facilities Services, Inc. must properly secure all doors, windows, and access gates at the end of each work shift. All personnel employed by Executive Facilities Services, Inc. in the performance of this agreement, or any representative of the Executive Facilities Services, Inc. entering the City facilities, shall abide by all security regulations of the City.

Physical Security

Executive Facilities Services, Inc. shall be responsible for safeguarding all City property provided for Executive Facilities Services, Inc. use. At the end of each work shift, all City facilities, equipment, and materials shall be properly secured.

Quality Control

Executive Facilities Services, Inc. shall develop and maintain a quality program to ensure custodial services are performed in accordance with commonly accepted commercial practices. Executive Facilities Services, Inc. shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. Executive Facilities Services, Inc. shall maintain Material Safety Data Sheets Logbooks and fill out a “Completed Task Log” Both documents shall be submitted to the City as needed. Executive Facilities Services, Inc. shall provide adequate staffing to achieve expectations and quality of services and cleaning schedules. In addition, a representative from the City and Executive Facilities Services, Inc., will meet periodically to review the expectations and quality of services being performed.

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EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least $1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Umbrella or Excess Liability Insurance. Consultant shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrency of effective dates with primary policies.

Should Consultant obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of

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the underlying policies.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self- insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Contract Provisions (Non Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

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Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that any approved subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the

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Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

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City of Malibu
Request for Proposals: Custodial Services
Fee Sheet Proposal July 15, 2026

City Facilities

Charmlee Wilderness Park	$ 1,182.27	per month
Las Flores Creek Park	$ 1,182.27	per month
Malibu Bluffs Park, Michael Landon Center	$ 1,678.41	per month
Malibu City Hall	$ 5,684.92	per month
Malibu Equestrian Park	$ 1,182.27	per month
Malibu Skate Park	$ 1,773.41	per month
Trancas Canyon Park	$ 1,182.27	per month

Other

Extra Fees: Carpet Cleaning	$ 0.12	per Sq. Ft.
Extra Fees: Window Cleaning	$ 3.00	per window
Extra Fees: Event Cleaning – Whole (City Hall)	$ 38.98	per hour
Extra Fees: Event Cleaning – Partial (City Hall)	$ 38.98	per hour
Extra Fees: Partial Sunday Cleanings at City Hall (Memorial Day – Labor Day)	$ 272.83	per service
Other Fees (specify): Hard Floor Services	$ 0.22	per Sq. Ft.

Total Monthly Proposal $ 13,865.83

Total Annual Proposal $ 166,389.91

City Council Meeting
10-12-26
Item 1.B.6.

Council Agenda Report

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Travis Hart, Deputy Public Works Director

Reviewed by: Tatiana Holden, Assistant Public Works Director/City Engineer

Approved by: Joseph D. Irvin, City Manager

Date prepared: September 7, 2026 Meeting date: October 12, 2026

Subject: Disposal of Surplus Equipment – Fleet Vehicles

RECOMMENDED ACTION: 1) Determine that the identified fleet vehicle is surplus to City needs; and 2) Approve disposal of the vehicle in accordance with Council Policy No. 39.

FISCAL IMPACT: There will be minimal fiscal impact associated with the recommended action. The City has received $34,431 from Los Angeles County as reimbursement for the Volunteers on Patrol (VOP) vehicle that was declared a total loss. The City may also receive additional proceeds from the sale of the surplus vehicle through auction, less applicable auction, transportation, and administrative fees.

STRATEGIC PLAN IMPLEMENTATION: N/A

DISCUSSION: Council Policy No. 39 requires the City Council to determine that equipment is surplus to the City's needs prior to disposal. Staff have identified one fleet vehicle, a 2021 Ford Police Interceptor (VIN 1FM5K8AB2MGA07152), for disposal.

The vehicle was assigned to the City's VOP program and was involved in an accident that resulted in the vehicle being declared a total loss. Based on the damage report prepared by the Los Angeles County Sheriff's Department Fleet Management, the County's insurer approved the City's claim, and the City received $34,431 from Los Angeles County as reimbursement for the totaled vehicle.

Under the VOP vehicle bailment arrangement with the County, the City is responsible for the disposal of the vehicle after it has been declared a total loss. The vehicle is not drivable and no longer has a reasonable City use. Staff therefore recommends that the vehicle be

declared surplus and disposed of in accordance with Council Policy No. 39 and the City's standard fleet disposal process.

Staff intends to use an auction service to dispose of the vehicle. Based on the City's prior fleet surplus process, the auction service charges approximately $650 for transportation and related fees, plus 10 percent of the final sale amount. Any remaining proceeds from the sale will be returned to the City.

A replacement VOP vehicle has been purchased and is currently in use by the VOP team. Disposal of the totaled vehicle will remove an unusable asset from the City's fleet while allowing the City to recover any remaining salvage value.

Staff recommends that the City Council determine the 2021 Ford Police Interceptor (VIN 1FM5K8AB2MGA07152) is surplus to the City's needs and authorize the disposal in accordance with Council Policy No. 39.

ATTACHMENTS: Council Policy No. 39

City of Malibu

City Council Policy

Policy #39

Title: Interim Policy on the Disposal of Surplus Equipment

Purpose: To set forth guidelines on disposing of equipment after it has been declared surplus by the City Council

Policy Statement:

All equipment that is declared surplus shall be disposed of in accordance with the procedures set forth in this policy.

Implementation:

COMPUTER EQUIPMENT

Surplus Procedures:

The determination that computer equipment is surplus to the City's needs will be made by the Council prior to its disposal.

Before presenting recommendations to the Council to declare computer equipment as surplus and disposing of it in accordance with these procedures, the Administrative Services Director will ensure that there are no other reasonable City uses for it.

Disposal Procedures:

All surplus computer equipment offered for sale will be on an "as-is" basis.

Surplus computer equipment will first be offered for purchase to City employees and residents of Malibu. A "silent auction" process will be used to solicit bids for the surplus computer equipment.

The Administrative Services Director and Information Systems staff are excluded from purchasing surplus computer equipment under all circumstances and Department Heads whenever any surplus equipment is from their department.

Employees purchasing surplus computer equipment under this program must demonstrate that they legally own licensed copies of the City's standard desktop operating system and word processing software for their personal use if that software remains on the computer sold.

Remaining computer equipment declared surplus by the Council will then be offered to non-profit organizations and then to other governmental agencies at not cost.

Whatever is not purchased by these agencies will be consigned to the City's auction firm for sale, or if not practical, other methods of disposal as determined by the Administrative Services Director.

The Administrative Services Director will establish further administrative guidelines as needed to implement these procedures.

ALL OTHER EQUIPMENT

Surplus Procedures:

The determination that equipment, other than computer equipment, is surplus to the City's needs will be made by the Council prior to its disposal.

Before presenting recommendations to the Council to declare equipment as surplus and disposing of it in accordance with these procedures, the City Manager will ensure that there are no other reasonable City uses for it.

Disposal Procedures:

All surplus equipment offered for sale will be on "as-is" basis.

All surplus equipment, other than computer equipment, will be offered to the public through a bid process. The highest bid received for the equipment will be the determining factor in selling the surplus equipment. If no bids are received, other methods of disposal as determined by the City Manager will be deployed.

Date Adopted:

June 28, 1999

City Council Meeting
10-12-26
Item 1.B.7.

Council Agenda Report

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Renée Neermann, Financial Controller

Reviewed by: Christopher Smith, Assistant City Manager

Approved by: Joseph D. Irvin, City Manager

Date prepared: September 23, 2026 Meeting date: October 12, 2026

Subject: Professional Services Agreement with Meeder Public Funds, Inc. for Investment Advisory Services

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RECOMMENDED ACTION: Authorize the Mayor to execute an agreement with Meeder Public Funds, Inc. for Investment Advisory Services.

FISCAL IMPACT: No additional appropriation is required. Funds for the Investment Advisor Fees are included in the Adopted Budget for FY 2026-27 in Account No. 100-7054-5100-03. The current appropriation assumes that approximately $58 million of City funds will be invested with Meeder. If the City elects to invest additional funds, staff will return to Council to seek an additional appropriation utilizing excess investment earnings.

The investment advisory fee that Meeder Public Funds will charge the City is inclusive of all fees associated with the management of the City's account and also include the following services:

- Investment Policy Review
- Cash Flow Analysis
- Portfolio Management
- Reconciliation
- Reporting – Monthly, Quarterly, Annually
- Best Execution
- Compliance Monitoring
- Credit Analysis
- Online Customer Portal

- Meetings with City staff, Subcommittees, and City Council
- Staff and Council Training / Education

Meeder Public Funds will charge the City under the following tiered fee schedule.

Amount of Assets Under Management	**Annual Advisory Fee**
$0 - $25 million	0.10%
$25 - $50 million	0.08%
$50 - $100 million	0.06%
Over $100 million	0.04%

There is a minimum annual advisory fee of $15,000.

STRATEGIC PLAN IMPLEMENTATION: N/A.

DISCUSSION: Since 2012, the City has utilized the services of Gomberg McQuilken Wealth Management Group as the primary registered broker-dealer for investments. In 2023, Council directed staff to look for ways to maximize investment opportunities and staff sought to hire an independent Investment Advisor, registered as such with the Securities and Exchange Commission (SEC) or the State of California, to act in a fiduciary capacity and not as a broker / dealer. Due to higher-priority operational demands, the RFP process was delayed.

On January 12, 2026, City Council directed staff to develop and issue an RFP for City Treasurer and Investment Advisory Services and assigned the Administration and Finance Subcommittee to review the proposals and make a recommendation to the City Council regarding the selection of a City Treasurer and Investment Advisor.

The original solicitation, which combined Treasury Service and Investment Advisory Services into a single procurement, was issued on February 18, 2026. Following review, staff determined that conducting separate procurements would better serve the City's interests by allowing each service to be evaluated independently. Accordingly, the original solicitation was canceled and reissued as two separate RFPs – one for Investment Advisory Services and one for Treasury Services – to better reflect the distinct scopes of work and encourage broader competition. The separate RFPs were issued on May 5, 2026, and closed on May 29, 2026.

For Investment Advisory Services, the City received eight proposals. Staff evaluated the proposals on qualifications, experience, scope of services offered, methodology, and cost. Based on this evaluation, staff invited three firms to participate in interviews, including their proposed investment advisory teams. Each firm was asked to prepare a brief overview of the company, experience providing services to public agencies as described in the RFP, and detail the proposed services, timelines and responsibilities. This interview also

provided an opportunity for staff to ask questions. Staff asked two of the firms back for a second interview so that the City Council appointed Treasurer, Ms. Ruth Quinto, could interview the teams. Staff reached out to references and to other California cities not listed as references to inquire about experiences. Based on this extensive process, staff identified Meeder Public Funds, Inc. as the proposer that best aligns with the City's needs and recommended the selection of Meeder as the City Investment Advisory Firm to the Administration and Finance Subcommittee on September 15, 2026. The Subcommittee recommended entering into a three-year agreement with Meeder Public Funds, Inc. for Investment Advisory Services.

Meeder has extensive experience providing investment advisory services to more than 400 public agencies nationwide and has more than $180 billion of assets under advisement. Meeder has a long and established presence in California and expertise in California's regulatory requirements. The team that would be assigned to the City of Malibu has frequently provided presentations to City Councils, California Society of Municipal Finance Officers (CSMFO), California Municipal Treasurers Association (CMTA), California Association of County Treasurers and Tax Collectors (CACTTC).

The agreement provides for fiduciary investment advisory services including an annual review of the investment policy, meeting the City's investment goals and strategies, and monitoring market conditions for both operating and capital project funds. Presentations to City Council and Subcommittees, training, monitoring compliance, and reporting capabilities are also provided as part of the service.

ATTACHMENTS:

1. Professional Services Agreement with Meeder Public Funds
2. Investment Advisory Services Proposal from Meeder Public Funds, Inc.

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into as of October 12, 2026 by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and Meeder Public Funds, Inc., an Ohio corporation (hereinafter referred to as "Consultant"). City and Consultant are herein collectively referred to as "Parties" and separately as a "Party".

The City and the Consultant agree as follows:

R E C I T A L S

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract with Consultant for professional services relating to investment advising, portfolio management, asset allocation, performance monitoring, risk assessment, and compliance with applicable laws, regulations, and organizational policies.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform the services under this Agreement in a proper and timely manner.

D. The City and the Consultant desire to enter into this Agreement for the Consultant to perform the services described in this Agreement, including those set forth in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in Exhibit A (the "Scope of Work"), attached hereto and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on October 1, 2026, and will remain in effect for a period of three years from said date unless otherwise expressly extended and agreed to by both Parties or terminated by either Party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee (collectively, the "City Manager"), for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager has the authority, but not the requirement, to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. The cost of services shall not exceed Sixty Thousand Dollars ($60,000) per year. Beginning on October 1, 2027, and annually thereafter, the annual not-to-exceed compensation may be increased by up to three percent (3%) for a total amount not to exceed $185,454 for the term of the Agreement. No additional compensation shall be paid for any other costs or

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expenses incurred, unless first approved by the City Manager in writing.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business to or by any City employee or official. This Section 5.1 shall apply to any subcontractor hired by Consultant to perform service under this Agreement.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last twelve (12) months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination.

6.1.1 **Termination Without Cause.** Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other Party ten (10) days written notice of such termination and the effective date thereof. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the effective date of the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 **Termination For Cause.** If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultant shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.1.3 In the event of any termination hereunder, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be immediately

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returned to the City.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express, prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the performance of its services and duties pursuant to this Agreement.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all provisions in the attached Exhibit B ("Insurance Requirements"), attached hereto and made part of this Agreement.

6.5 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorneys' fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this Agreement. Consultant's duty to indemnify and hold harmless City shall not extend to the City's sole or active negligence or willful misconduct.

6.5.1. **Duty to defend.** In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall defend the Indemnified Parties at Consultant's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and City, as to whether liability arises from the sole or active negligence or willful misconduct of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances, and codes of the federal, state, county, and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in

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any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California. Any and all disputes arising from this Agreement shall be decided solely and exclusively by state or federal courts located in Los Angeles County.

b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the Parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all Parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its own expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans during or after the Term of this Agreement. Should the Consultant fail to make such corrections in a reasonably timely manner, such corrections shall be made by the City, and the cost thereof shall be charged to the Consultant. If the City corrections occur during the Term, such charged costs shall be deducted from amounts otherwise owed to the Consultant.

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If the corrections occur after the Term and final payment to the Consultant, the amount charged shall be due and payable within 45 days after written notice of the City's invoice.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees and Costs. The Parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes, amendments, or modifications to this Agreement must be approved in advance and in writing, and executed by authorized representatives of both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

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CITY:	Joseph D. Irvin City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	**CONSULTANT:**	Meeder Public Funds, Inc. Jonathan Azoff President, Public Funds 6125 Memorial Drive Dublin, OH 43017

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

6. 21 Standard of Care. Consultant shall perform all services under this Agreement in accordance with the standard of care ordinarily exercised by members of the same profession practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall perform its services in a timely, competent, and professional manner and in accordance with all applicable laws and regulations.

6.22 Public Records Act Compliance. Consultant acknowledges that the City is subject to the California Public Records Act (Government Code section 7920.000 et seq.). Consultant agrees to cooperate with the City in responding to any request for records relating to this Agreement or Consultant's performance of services. Consultant shall promptly provide any such records requested by the City and acknowledges that such records may be subject to disclosure unless exempt from disclosure under applicable law.

6.23 Records Retention and Audit. Consultant shall maintain complete and accurate records relating to the performance of services under this Agreement, including all books, documents, papers, and accounting records. Consultant shall retain such records for a period of at least three (3) years following completion or termination of this Agreement, or longer if required by law or by written directive from the City. Upon reasonable notice, the City or its authorized representatives shall have the right to inspect and audit such records during normal business hours.

6.24 Ownership of Work Product. All reports, documents, data, studies, drawings, specifications, maps, photographs, and other materials prepared or assembled by Consultant in connection with the performance of services under this Agreement ("Work Product") shall become the property of the City upon creation and shall be delivered to the City upon request or upon completion or termination of this Agreement. Consultant may retain copies for its files, if and when appropriate, but shall not use or disclose the Work Product for any purpose unrelated to this Agreement without the prior written consent of the City.

6.25 Confidentiality and Public Communications. Consultant shall maintain the confidentiality of any non-public information obtained in the course of performing services under this Agreement and shall not disclose such information to any third party without the prior written consent of the City unless required by law. Consultant shall take reasonable measures to protect such information from unauthorized use or disclosure.

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Consultant shall not make any public statement, press release, social media post, or other public communication regarding the services performed under this Agreement, the City, or this Agreement without the prior approval of the City. Consultant shall conduct itself in a professional manner and shall not engage in conduct that would reasonably be expected to reflect adversely on the City in connection with the performance of services under this Agreement.

6.26 Subcontractors. Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City, except to the extent subcontracting is expressly authorized in this Agreement. Consultant shall remain fully responsible for the performance of all services under this Agreement and for the acts and omissions of any subcontractors and their employees or agents.

6.27 Survival. The provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement, including but not limited to provisions relating to indemnification, confidentiality, records retention, ownership of work product, and audit rights, shall survive the termination or expiration of this Agreement.

7.0 ADDITIONAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2, but not both)

7**.1 Disclosure Required.** By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials Initial _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

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This Agreement is executed on _____.

Meeder Public Funds, Inc., an Ohio corporation:

Signed by:
By: Jonathan Azoff
06F898F4A1A54C6...
Name: Jonathan Azoff
Title: President, Meeder Public Funds

CITY OF MALIBU, a California municipal corporation:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

_____
TREVOR RUSIN, Interim City Attorney

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EXHIBIT A
SCOPE OF WORK

The advisory firm will serve in a fiduciary capacity and will be responsible for delivering objective, independent guidance on investment strategy, portfolio management, asset allocation, performance monitoring, risk assessment, and compliance with applicable laws, regulations, and organizational policies. Service may also include reviewing current investment practices, recommending policy updates, assisting with the development and implementation of investment objectives, and providing monthly performance reports. Respondents must demonstrate relevant qualifications, experience, and the capacity to effectively manage and safeguard public assets in alignment with established financial goals. Given the City's current fiscal position, the City may not be able to utilize all these services in the near term; however, the City is seeking a firm with the ability to perform the tasks as needed. This scope will be performed remotely, with virtual coordination and communication as needed to fulfill the scope of work.

The advisory firm shall serve as investment advisor including but not limited to the following tasks:

Investment Policy, Strategy, and Market Monitoring

1. Perform a comprehensive annual review of the City's Investment Policy.
2. Assist the City in developing a fully revised investment policy that is modern, compliant, and tailored to City objectives.
3. Continually monitor market conditions and circumstances and report on any recommended changes to policies, strategies, and specific positions. Propose additional updates based on industry best practices, regulatory changes, and risk-management considerations.

Financial Forecasting and Long-Term Planning

4. Conduct interest forecasting, including:
    a. Short-term rate projections
    b. Multi-year interest rate forecasting
    c. Sensitivity analysis to support financial planning and long-term modeling
5. Provide multi-year financial forecasting to support budget development, capital planning, and long-term fiscal strategy.
6. Support the City in developing, reviewing, and updating fund balance policies, including minimum reserve requirements, emergency reserves, disaster contingencies, and stabilization targets.
7. Ensure the City is financially prepared to respond to emergencies or disasters, including advising on accessible liquidity, short-term borrowing strategies, and the sequencing of available funds.

Professional Qualifications and Independence Requirements

8. Designation as a Certified Public Accountant or Certified Public Finance Officer is desirable
9. Be an independent Investment Advisor, registered as such with the Securities and Exchange Commission (SEC) or the State of California, and must not act as a broker/dealer.
10. Be independent of any financial institution or securities brokerage firm or

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shall fully disclose any relationships with such financial institution and/or securities brokerage firm relevant to the firm's relationship with the entity.

11. Have no record of unsatisfactory performance as evidenced by complaints filed with the SEC or any federal or state agency with jurisdiction over the services provided by the firm.

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Cover Letter/ Executive Summary

MEEDER
PUBLIC FUNDS

To the City of Malibu,

We are pleased to submit our proposal for Investment Advisory Services to the City of Malibu. With over 35 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 help the City of Malibu establish a financial foundation on which it can thrive going into the future. Meeder is committed to helping the City of Malibu achieve its objective of maximizing income, while focusing on the preservation of principal, maintenance of liquidity, and complying with California Government Code and the City of Malibu investment policy.

We currently manage and advise the investment portfolios for more than 400 public entity clients as of 12/31/2025 and are committed to executing all items outlined in the Scope of Services. Our proposal is a firm offer good for a 150 calendar-day period beginning on May 29, 2026.

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.
- **Non-Discretionary Portfolio Management:** We currently work with more than 100 clients on a non-discretionary basis. While non-discretionary accounts may be a one-off account for some advisory firms, they are a core part of what we do. We are confident our expertise, communication, and stream-lined process will lead to a superior investment experience for the City.

Jason Headings, CMT®, is authorized to make representations for the organization and serves as Senior Vice President for Meeder Public Funds, Inc.

We have no exceptions with the City's terms and contract conditions stated in this RFP, including , but not limited to, insurance and the Agreement for Professional Services. Also we are confirming that key personnel, or equally qualified replacements, will be committed to perform the required tasks as set forth in the RFP throughout the duration of the contract. Meeder respectfully requests that the client information on pages 5 and 20 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 develop a long-term relationship with the City of Malibu, where we are confident we could add significant value to the City of Malibu's investment program.



Respectfully,

JASON HEADINGS, CMT®
SR. VICE PRESIDENT

614.760.2111
jheadings@meederinvestment.com
1111 West Ocean Boulevard, 4th Floor, Long Beach, CA 90802

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Project Understanding and Approach/Methodology

MEEDER PUBLIC FUNDS

Prepare a summary description of how the consultant will address the Scope of Work presented above. Briefly describe your firm's investment management philosophy, including your approach to managing governmental portfolios.

Investment Management Philosophy

When selecting an investment advisor, it is important to choose a partner whose investment philosophy aligns with the City's objectives and operating needs. Meeder believes public fund portfolios should be managed to generate consistent, forecastable income that supports budgeting needs while preserving principal and maintaining appropriate liquidity. For municipalities, dependable income can be just as important as headline performance because it provides confidence in future revenues and strengthens financial planning.

Our approach is driven first by the City's cash flow needs, liquidity profile, and current market opportunities. While benchmarks can be useful reference points, we believe portfolio strategy should be customized to the City's unique circumstances rather than managed solely to track an index.

The graph below illustrates the difference between a book-income-oriented approach and total return results, which can be more volatile because they include market price fluctuations in addition to income. Many municipalities prioritize book yield and realized income because those measures align more directly with annual budgeting processes, whereas budgeting around unrealized gains or losses can be less practical in changing rate environments.

BOOK YIELD/INCOME INVESTING

- Strategy is flexible and driven by economic outlook
- Minimize the potential for loss realization
- Focused on generating interest income

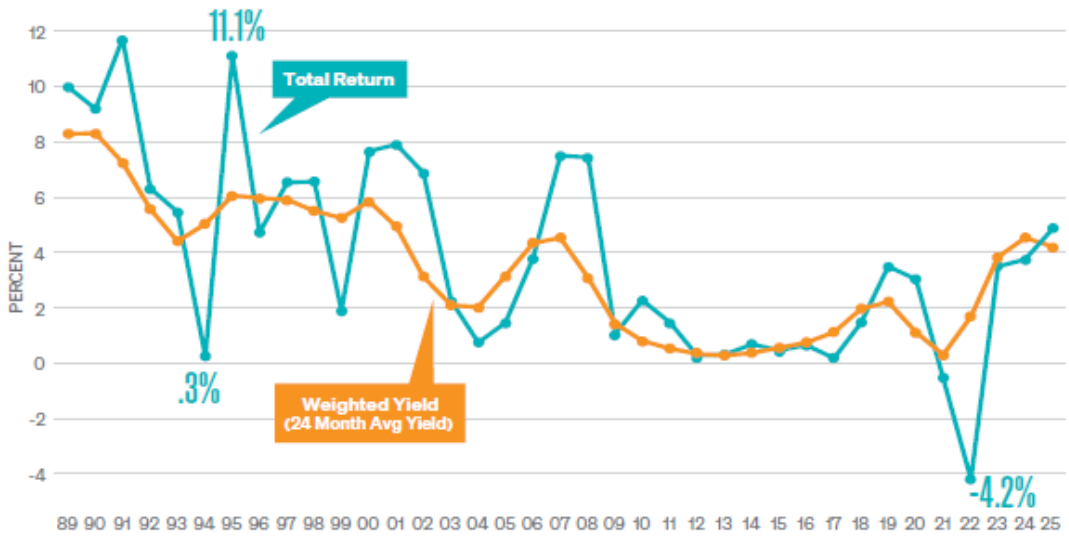
VS.

TOTAL RETURN INVESTING

- Strategy driven by benchmark
- Strategy changes based upon changes to the benchmark
- Focused on performance relative to the benchmark

ICE BOFA 2 YR T-NOTE INDEX

Weighted Yield vs Total Return



SOURCE: BLOOMBERG

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Project Understanding and Approach/Methodology

Features & Functionality

Meeder Public Funds will deliver the City's portfolio advisory services through a disciplined, policy-driven process that prioritizes safety, liquidity, compliance, and competitive return. We will act solely in a fiduciary, advisory, and administrative capacity with all investment authority and custody retained by the City and its third-party custodian. Our role is to provide expert recommendations, execute trades to fulfill an agreed upon strategy, and maintain comprehensive records and reporting to support City oversight and statutory compliance.

DAILY OVERSIGHT

- Continuous day-to-day monitoring of the portfolio market conditions, relative value, and yield-curve dynamics
- Timely written recommendations aligned with the City's Investment Policy and applicable state law, each supported by clear rationale (credit, liquidity, maturity, and market context)

LIQUIDITY AND CASH-FLOW ALIGNMENT

- Collaboration with City staff to understand projected cash needs and design/maintain a laddered maturity structure
- Ongoing adjustments to recommendations as cash flows change, minimizing reinvestment risk and avoiding forced sales

CREDIT, RISK, AND SPREAD SURVEILLANCE

- In-house credit and risk oversight tracking issuer fundamentals, sector exposure, ratings trends, and spread movements.
- Prompt notification to the City of material credit events, with impact analysis and prudent, policy-compliance options

BROKER-DEALER DUE DILIGENCE AND BEST EXECUTION

- Use an approved broker-dealer list subject to ongoing financial, regulatory, and performance review
- Competitive pricing obtained from multiple dealers for each authorized trade and full documentation of bids/offers, execution price, and counterparties

REPORTING AND GOVERNANCE SUPPORT

- Monthly reports with detailed holdings, book/market values, cash flows, performance results, and compliance testing
- Quarterly presentation to staff/oversight bodies including performance versus benchmarks, creditworthiness updates, and market outlook
- Annual Investment Policy review with written recommendations for enhancements or updates

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Project Understanding and Approach/Methodology

Strategies

The markets change and your investment strategy should too. We recognize the need to generate cash-basis income and add value through the following strategies:

BREADTH OF PRODUCT

- Our team will monitor and have the ability to utilize all asset classes permissible under California Government Code and the City's investment policy
- We utilize asset classes depending upon the current market conditions and what is in the best interest of our clients
- Issuer specific research provides additional levels of due diligence, thereby keeping clients invested in only the highest quality issuers, not relying on standard rating criteria to dictate the issuers we invest in

EXTENSIVE DEALER NETWORK

- To ensure the best price/execution on all trades, we trade with a list of local and nationally recognized broker-dealers
- We have access to over 40 broker-dealers, along with a wide range of Minority-Owned, Woman-Owned, and Service-Disabled Veteran-Owned Enterprises
- We pride ourselves on our ability to utilize this extensive network to find the best securities and pricing for our clients
- Each transaction is documented and ticketed directly to the client for reconciliation purposes
- Our extensive dealer network often provides our clients with additional yield through execution that might not be available to clients that use only one or two brokers

ASSET ALLOCATION

- Our team continuously monitors the merits of all permissible Investments for each of our clients
- Depending on economic conditions, the shape of the yield curve and relative spreads, one asset class may provide greater value over another
- Our investment team will strategically shift allocations among the various asset classes in order to capitalize on these market opportunities
- We recognize the importance of generating cash-basis income, and if an opportunity presents itself to proactively trade a portfolio, we always bring it to our client's attention first

DURATION MANAGEMENT

- Our managed portfolios are constructed and positioned to enhance performance through duration management, as deemed appropriate for the anticipated interest rate environment
- We use proprietary models designed to attempt to forecast the direction of intermediate-term rates
- Depending on the outlook for interest rates, we will alter the structure of securities utilized within the portfolio, increasing or decreasing optionality, as appropriate
- Typically, we purchase with the intent to hold to maturity, but do engage in proactive management strategies when we identify opportunities to rebalance

PORTFOLIO RIGHT-SIZING

- Our investment approach looks at your entire financial picture and the confluence of multiple portfolios
- We will not only assist you in determining the strategy but how and when to invest your portfolio funds as conditions change
- In addition, we look at how much should be invested under your cash flow, how long should you be investing, and if your bank/pool rates are competitive
- We call this process right-sizing your core investment portfolio and believe this can have the most immediate impact to the City's current investment program

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Project Understanding and Approach/Methodology

MEEDER
PUBLIC FUNDS

Risk Management

With over 35 years of providing customized investment advisory services to public entities, Meeder employs a highly disciplined investment style. Our investment philosophy centers on providing consistent solutions to meet the ever-changing needs of our clients.

We accomplish this through highly quantitative, model guided investment strategies. The investment process seeks to mitigate portfolio risk in a variety of ways. Below are some of the main risks we address through our investment process:

LIQUIDITY RISK	We work with each client on the cash flows of their entity to make sure that we have structured the portfolio to withstand not only their day-to-day cash flow needs, but also unexpected cash flows. We do this by making sure that portfolios not only have a proper amount maturing to meet those needs, but that we also purchase liquid investments that could be sold easily in the event of a cash need.
DURATION RISK	Our quantitative models consider interest rate spreads and current economic factors to determine optimal positioning of the investments. This allows for efficient portfolios and active management to hedge away forward movement of rates and minimize shocks to the portfolio caused by movements in interest rates.
CREDIT RISK	All issuers undergo additional tests by our dedicated credit team to ensure they meet our strict credit quality metrics beyond what the state statute and the client's investment policy allows. These tests create stress scenarios to evaluate each issuer's ability to withstand extreme situations and must have strong liquidity ratios prior to us approving them for purchase.
REINVESTMENT RISK	Our investment process is designed to ensure that portfolios always have regular maturities and cash flows to minimize the risk that a significant portion of the portfolio would be subject to reinvestment in lower yielding securities or subject to adverse market conditions. This also allows the yield of the portfolio to steadily rise as funds are reinvested at higher rates during a rising interest rate environment.
CONCENTRATION RISK	We work to limit any one individual security from negatively impacting the portfolio by diversifying asset classes within the portfolio, and by limiting the percentage any one corporate issuer represents in the portfolio to not exceed 5% or a lower percentage as outlined in the investment policy.

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Project Understanding and Approach/Methodology

MEEDER
PUBLIC FUNDS

Credit Research

CREDIT COMMITTEE AND TEAM

The Fixed Income Investment Team includes a dedicated Director of Credit Research and two Credit Analysts. Meeder also has a credit committee of nine investment professionals that include analysts dedicated to daily credit analysis. The objective of the credit committee is to continuously monitor the credit markets for any signals of stress that could adversely affect the holdings within credit portfolios.

Our in-house research team monitors corporate issuers in the marketplace, determining our approved issuer list and keeping you appraised of any changes. Our dedicated research team conducts thorough analysis of corporate issuers, evaluating their financial health, creditworthiness, and market performance. Based on this research, we maintain an approved issuer list that guides investment decisions.

Regular updates ensure that you are informed about any changes that may affect your portfolio.



Sector Analysis	Top-down analysis of regulatory issues, competitive landscape, and market conditions
Issuer Thesis	Comprehensive view of factors such as competitive position and financial performance; capital structure and liquidity; and management strategy
Credit Committee	Oversight of credit research process and performance, approved issuer lists, and usage of approved names in portfolios
Approved Issuer List	Risk management; Portfolio managers/traders purchase only from issuers evaluated by credit team
Ongoing Monitoring	Continuous process of evaluating sector and issuer thesis: Earnings releases, investor reports, industry conferences, news flow
Investment Strategies	Top-down & bottom-up approach to drive performance

We incorporate a broad spectrum of market data and issuer-specific information through the following channels:

Bloomberg
Utilized to track and oversee issuer-specific fundamental metrics, news updates, and trading metrics, as well as perform data analysis for issuers, markets, and economic indicators.

Standard & Poor's/ Capital IQ
Used to monitor the overarching methodology framework related to regions, sectors, and issuers.

Company Investor Relations
Access issuer-supported websites for investor presentations, annual and quarterly financial reports, regulatory disclosures, and governance compliance information.

Capital Market Research
Obtain geopolitical, economic, and sector insights from capital market professionals.

Industry-Sponsored Events
Participate in sector and issuer-specific investor events.

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Project Understanding and Approach/Methodology

Compliance

Meeder has made extensive investments in a robust compliance system, industry leading Charles River software.

With our compliance suite we can provide solutions that support compliance rule building, testing and maintenance, customizable reporting, and a complete audit history. A powerful data administration facility helps monitor and improve data quality. This allows us to ensure compliance with the City's investment policy, California Government Code 53601, GASB and GAAP report standards, and other applicable laws, rules, and regulations.

Our firm utilizes the Charles River product to carry out the following portfolio compliance reporting tasks:

- Validate compliance with portfolio restrictions pre-trade, in-trade and at end of day
- Streamline workflows by incorporating compliance rules into 'what if' analysis
- Calculate and monitor exposures and/or concentration limits placed on issuer/security types, maturity length limitations (including average weighted maturity or duration), security ratings quality, etc.

The City's investment policy parameters, along with the California Government Code 53601 parameters, will be coded into our portfolio management system, providing pre-trade and post-trade compliance oversight. In addition, through collaboration with the City, any additional rules requested beyond the statute, such as maturity constraints or credit requirements, can also be established on an ongoing basis to ensure the investment portfolio is monitored at all levels. Policy compliance reporting can be generated to assist with annual audit testing to assist with year-end needs.

Investment Policy

We have 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, we will review the Investment Policy of the entity and recommend any changes, if needed.

We have worked with clients to develop policies based on the GFOA and CMTA model investment policies, and the APT model investment policy as well as client-specific ordinances or charters. In addition, as changes occur in state law, we work with every one of our clients to make sure investment policies are updated and the public finance official and/or other stakeholders are educated on the upcoming changes.

Our team has reviewed hundreds of municipal investment policies and has helped all of our clients create and/or modify their investment policies and procedures. The California Municipal Treasurers Association (CMTA) has a program to certify investment policies. If desired, we would assist the City with this certification process. Rick Phillips, Sr. Vice President and Meeder's Chief Investment Strategist, serves as a reviewer on CMTA's investment policy certification committee. Rick Phillips is also the chair of Government Investment Officers Association's (GIOA) Investment Policy Certification Committee.

We continually work with clients to update policies and procedures as laws and circumstances change. We suggest clients review their investment policies and procedures on an annual basis, and we assist in the process.

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Project Understanding and Approach/Methodology

Benchmarking

Meeder has extensive experience developing benchmarks for operating funds and pooled funds of public portfolios. Working with over 400 entities, each have their own restrictions and investment structures that are unique. Benchmarks can be customized or follow a stated index. Based upon the characteristics of the entity's policy and program objectives, Meeder would recommend a yield-based method for comparison of the portfolio to the market. We believe a yield-based method is representative of the actual return earned by the City as it excludes unrealized gains and losses which are included in the total return measure. We will work closely with the City to determine a benchmark that is most suitable to your needs and investment strategy.

Benchmarks over time can change in the event the City's overall investment objectives adapt. Meeder works with each of its clients to help them review the best performance measurement over time. While we believe yield-based benchmarks are the most appropriate for public entities, due to the focus on income, we can also construct total return benchmarks if that is the preference of the City. For clients who prefer to utilize a total return measurement of their portfolio, we typically recommend the ICE BofA 0–5-year US Government Index because of the similarities in duration and asset composition.

Reporting

We utilize Clearwater Analytics for our investment accounting and reporting. Clearwater is the world's leading investment accounting solution and provides the most trusted investment data aggregation, reconciliation, accounting, and reporting.

ONLINE PORTAL	Clients receive online access to their investment accounts through their online portal where they can verify investment positions, daily activity, and investment income. This portal is reconciled with the custodian on a daily basis.
MONTHLY	The monthly report 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.
PERIODIC	Periodic investment review reports include an economic update and a portfolio summary with portfolio metrics. Ad hoc reporting is provided upon request and is a normal part of our process as we customize services to meet clients' needs.
ANNUAL	On an annual basis, GASB reports are prepared for the client at fiscal year-end to assist with GASB reporting requirements and ACFR needs. The reports are structured to meet the requirements under GASB 31 Accounting & Financial Reporting for Certain Investments and for External Investment Pools, GASB 40 Deposit and Investment Risk Disclosures and GASB 72 Fair Value Measurement and Application.
PERFORMANCE	Meeder provides performance-based reporting through Clearwater Analytics our online investment portal. Clearwater provides interest income and the yield earned on an ongoing basis and historical basis. The portal also provides income return, total return, and price return metrics of the portfolio net of fees for any time period. Our online investment portal allows us to benchmark the portfolio to a recommended or client preferred benchmark.

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Project Understanding and Approach/Methodology

Communication

Client contact is continuous and proactive. Your primary coverage, Greg Balls, will maintain regular communication to discuss portfolio activity, liquidity needs, market conditions, and performance. Clients receive timely updates, ad hoc reports as requested, and formal presentations to governing bodies as needed.

Through this disciplined daily review process and consistent client engagement, Meeder ensures each portfolio is actively monitored, fully transparent, and responsive to the evolving needs of government investment managers.

Additionally, our clients receive:

- Weekly newsletter updating rates and market events.
- Monthly commentary describing economic events from the last month.
- Quarterly webinar discussing the markets, current hot topics, and providing CPE credits.

Conflict of Interest

The Consultant shall disclose any financial, business, or other relationships with the City that may have an impact on the outcome of this contract. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract.

Meeder is not aware of any conflicts of interest in the management of this account.

Exceptions

This section shall discuss any exceptions or requested changes that Proposer has to the City's RFP conditions, requirements, and sample contract. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in the "Agreement for Professional Services" (Attachment 2). Items not excepted will not be open to later negotiation.

Meeder Public Funds takes no exceptions to the conditions or requirements of the RFP.

Additionally, we have included our Terms of Service in the Appendix for the City's review and as proposed additions to the Professional Services Agreement.

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Cost Proposal

Describe in detail the fee structure you propose for providing engagement services. The cost proposal is considered a criterion once the final recommendation has been made but is not the sole factor in the section process. The cost proposal shall contain the following: the cost proposal shall be submitted for the consultant services outlined in the Scope of Work; the proposed cost budget should present the names and associated billing rates of the proposed staff for each work task described in the consultant's proposal, as well as other direct costs; the total proposed budget should include the consultant's assumptions regarding billing rate increases over the assumed duration of services.

Meeder proposes the below tiered fee schedule.

ASSETS UNDER MANAGEMENT	ANNUAL ADVISORY FEE
$0–$25 million	0.10%
$25–$50 million	0.08%
$50–$100 million	0.06%
Over $100 million	0.04%

There is a minimum fee of $15,000 per year. Asset-based advisory fees are subject to an annual minimum fee prorated based on billing cycle and payable for each billing period in which assets do not meet the stated minimum, inclusive of any fee discounts and credits.

For clients who utilize Meeder's preferred custodians, fees may be credited in an amount equal to the custodial fee up to a maximum annual credit of 0.01%.

The investment advisory fee shown above is inclusive of all fees associated with the management of this account and the services listed below.

Includes:

- Investment Policy Review
- Cash Flow Analysis
- Portfolio Management
- Reconciliation
- Reporting – Monthly, Quarterly, Annual
- Best Execution
- Compliance Monitoring
- Credit Analysis
- Online Portal
- Meetings
- Staff Training/Education

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Terms of Services – Non-Discretionary Accounts

Meeder Public Funds

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

1. **Investment Management Services**. Client has engaged Meeder to provide non-discretionary investment management services in accordance with the terms of the applicable state investment code and investment policy.

2. **Trading Authorization**. Client appoints Meeder as non-discretionary investment adviser for the assets deposited in any account subject to the terms of this Agreement ("Account"). Meeder accepts the appointment as investment adviser and shall provide investment advice to Client and invest, reinvest and manage the securities, cash and other assets of the Account as directed by Client and in accordance with the written investment objectives and any specific investment restrictions or limitations of the Client. Meeder shall provide advice only with respect to assets in the Account and shall have no responsibility for the actions or non-actions of predecessor investment advisors or for the management of assets other than the assets allocated to the Account.

3. **Custody**. Meeder will not assume physical custody of the Account or any portion of it. Client shall establish a custodial account with a qualified custodian ("Custodian"). Client will receive from the Custodian account statements and confirmations identifying assets and transactions in the Account. All transactions will be consummated by payment to, or delivery by, the Custodian of all cash, securities and other assets due to or from the Account. The Custodian shall be responsible for investing any daily cash balances in the Account and Meeder will not exercise discretion to select sweep vehicles for the Account.

4. **Investment Objectives and Restrictions**. Client may provide Meeder with an Investment Policy Statement or other written directions 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. **Fees**. For the services provided in accordance with this Agreement, Client shall pay Meeder an annual fee ("Fee") on terms set forth in the Agreement to which these Terms of Service apply. Where Client has elected to have fees deducted from the Account, 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.

6. **Brokerage**. Unless otherwise directed, Meeder will place trades for the Account through such brokers or dealers as it may select. When selecting brokers, 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.

7. **Trade Aggregation**. Meeder may aggregate trades for multiple clients when, in the adviser's judgment, aggregation is in the best interests of the clients involved. Orders are aggregated to facilitate best execution and each client participating in the aggregated transaction receives the same price and participation in such trade on a pro-rata basis. Where it is not possible to obtain the same execution price for all securities purchased or sold on an aggregated basis, Meeder will follow its trade allocation policy, which is designed to ensure that securities allocations are made in a fair and equitable manner.

8. **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 additional fees for being referred to Meeder by a Promoter. Clients

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

9. **Local Government Investment Pools**. Where appropriate, Meeder may recommend the use of a Local Government Investment Pool ("LGIP") in which Meeder or one of its affiliates earn advisory and/or administration fees. Assets placed in an LGIP 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. By investing in an LGIP, Client specifically consents to the conflicts presented by such investment and payment of fees.

10. **Custodial Sweep Vehicles**. Where available, Meeder may recommend the use of the Meeder Government Money Market Fund as a vehicle to sweep cash held in the custodial account for investment. Because Meeder's affiliates earn advisory, transfer agency and administration fees for management of the Meeder Government Money Market Fund, recommendation of the fund as a sweep vehicle presents a conflict of interest. Meeder charges investment advisory fees on the total market value of assets held in the custodial account, including sweep vehicles. By selecting the Meeder Government Money Market Fund, Client specifically consents to the conflicts presented by such investment and payment of fees.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

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

17. **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.

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EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least $1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Umbrella or Excess Liability Insurance. Consultant shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrency of effective dates with primary policies.

Should Consultant obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or

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policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self- insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Contract Provisions (Non Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with

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any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that any approved subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to

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provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.



City of Malibu

Request for Proposals for Investment Advising Services

MAY 29, 2026

MEEDER
PUBLIC FUNDS

Cover Letter/ Executive Summary

MEEDER
PUBLIC FUNDS

To the City of Malibu,

We are pleased to submit our proposal for Investment Advisory Services to the City of Malibu. With over 35 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 help the City of Malibu establish a financial foundation on which it can thrive going into the future. Meeder is committed to helping the City of Malibu achieve its objective of maximizing income, while focusing on the preservation of principal, maintenance of liquidity, and complying with California Government Code and the City of Malibu investment policy.

We currently manage and advise the investment portfolios for more than 400 public entity clients as of 12/31/2025 and are committed to executing all items outlined in the Scope of Services. Our proposal is a firm offer good for a 150 calendar-day period beginning on May 29, 2026.

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.
- **Non-Discretionary Portfolio Management:** We currently work with more than 100 clients on a non-discretionary basis. While non-discretionary accounts may be a one-off account for some advisory firms, they are a core part of what we do. We are confident our expertise, communication, and stream-lined process will lead to a superior investment experience for the City.

Jason Headings, CMT®, is authorized to make representations for the organization and serves as Senior Vice President for Meeder Public Funds, Inc.

We have no exceptions with the City's terms and contract conditions stated in this RFP, including , but not limited to, insurance and the Agreement for Professional Services. Also we are confirming that key personnel, or equally qualified replacements, will be committed to perform the required tasks as set forth in the RFP throughout the duration of the contract. Meeder respectfully requests that the client information on pages 5 and 20 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 develop a long-term relationship with the City of Malibu, where we are confident we could add significant value to the City of Malibu's investment program.



Respectfully,



JASON HEADINGS, CMT®
SR. VICE PRESIDENT

614.760.2111
jheadings@meederinvestment.com
1111 West Ocean Boulevard, 4th Floor, Long Beach, CA 90802

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Experience of Firm(s) and Individuals

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Provide a summary of the company's qualifications, credentials and related past experience. List up to five (5) experiences consistent with the Preliminary Scope of Work. Preferably with public agencies. The references should include the start date of the project and the date of completion for each project. Include summary descriptions of the company's (or companies') and individuals' applicable experience, and resumes detailing their experience with the scope above. Detailed resumes highlighting experience pertinent to this project should be provided in an Appendix. These resumes will not be counted in the page limit.

ABOUT MEEDER PUBLIC FUNDS

Founded in 1990, advising public entities for 35+ years

1990

Among the largest managers of public funds in the United States



Meeder Investment Management, parent company of Meeder Public Funds, Inc.



Specialized expertise in managing both operating and project funds



Meeder Public Funds has assets under advisement of over $180 billion as of 12/31/25*

$180B+

Long-standing history of investing public funds in California



Partner to 400+ public entities nationwide



Customized solutions for:

- Cities, counties, states, and townships
- School districts, libraries, and higher education institutions
- Special district and municipal authorities



National presence with offices in:

- Columbus, Ohio
- Long Beach, California
- Austin, Texas
- Denver, Colorado
- Lansing, Michigan
- Las Vegas, Nevada
- Phoenix, Arizona
- Salt Lake City, Utah



*Assets under advisement consist of $64.13 billion of regulatory assets under management for which Meeder Public Funds provides continuous and regular investment management services as disclosed in its Form ADV, and $120.41 billion of non-discretionary assets as to which Meeder Public Funds provides strategic advice or consultation but does not have the authority to effectuate transactions.

Experience of Firm(s) and Individuals

MEEDER
PUBLIC FUNDS

Experience Managing Public Funds in California

Meeder Public Funds has earned the trust of California state and local governments for more than 30 years through a steadfast commitment to client objectives and a disciplined approach to managing public assets. With experience across multiple interest rate cycles, we understand how changing market conditions can impact public portfolios and how to adapt strategies while remaining focused on safety, liquidity, and dependable income generation. Working within the requirements of California Government Code Section 53601, we help municipalities and public agencies implement compliant investment strategies, optimize portfolio structure, and align investment decisions with each entity's cash flow needs, reporting requirements, and governing objectives.

Experiences Consistent with Preliminary Scope of Work



CITY OF REDONDO BEACH

Client Since 2023

Project: $40 million

Description of Services: Non-discretionary investment management



CITY OF LAGUNA BEACH

Client Since 2024

Project: $100 million

Description of Services: Discretionary investment management



CITY OF WHITTIER

Client Since 2023

Project: $245 million

Description of Services: Discretionary investment management



CITY OF ALISO VIEJO

Client Since 2024

Project: $30 million

Description of Services: Discretionary investment management

Detailed resumes are included in the Appendix.

Experience of Firm(s) and Individuals

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Team Resumes

Advisory Team

PRIMARY CONTACT



GREG BALLS, CFA®
DIRECTOR, ADVISORY SERVICES

- Chartered Financial Analyst®
- Utah State University, B.S. Finance and Economics
- Over 16 years of investment management experience

Greg is a Director of Advisory Services for Meeder, with over 16 years of experience in the industry. He assists clients with cash flow analysis, portfolio strategy and implementation, asset allocation, credit reviews, investment policy reviews, and economic/market updates. Prior to joining Meeder, Greg was the Assistant Chief Investment Officer for FHN Main Street. Greg has served in the public sector as a portfolio manager for the State of Florida, with over $20 billion in assets under management. He also worked for Zions Bank both as a broker/dealer and portfolio manager for institutional accounts, including state and local governments. Greg speaks at several conferences in the State of California including CSMFO, CMTA, and CACTTC.

Email: gballs@meederinvestment.com

ADDITIONAL CONTACTS



PAULINA WOO
MANAGING DIRECTOR, PUBLIC FUNDS

- University of California, Berkley, M.A. History
- University of Texas at Austin, B.A. Ancient History and History
- Over 18 years of investment advisory and treasury management experience

Paulina Woo serves as Managing Director, leading teams that deliver customized investment solutions for municipalities, nonprofits, and institutional investors. She brings more than 18 years of experience providing investment advisory and treasury management services to institutional and government clients across the western U.S. Paulina is active in several public finance associations and frequently speaks on investment strategy and risk management.

Email: woop@meederinvestment.com



JASON HEADINGS, CMT®
SR. VICE PRESIDENT

- Chartered Market Technician®
- Miami University, B.S. Finance, B.S. Marketing
- Over 18 years of investment management experience
- Over 18 years of local government investment pool experience

In his role as Senior Vice President, Jason leads the advisory team at Meeder Public Funds. Jason previously served as Director of Fixed Income at Meeder where he oversaw all fixed income portfolios at Meeder and the credit analysis process. In his current role, Jason is responsible for all client relationships as well as continuing to serve as a member of both the Investment and Credit Committees. Jason regularly participates alongside clients in ratings calls and interviews. Jason is a regular educator at industry events and conferences across the country.

Email: jheadings@meederinvestment.com

Experience of Firm(s) and Individuals

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Investment Team



JASON SZABO, CFA®
DIRECTOR OF FIXED INCOME

- Chartered Financial Analyst®
- The Ohio State University, B.A. Economics
- Over 10 years of investment management experience

Jason leads the Meeder Public Funds Investment Management team. He is responsible for oversight of the implementation of our strategies and trade execution analysis. Jason serves as Chair of both our Investment and Credit committees, as well as serving on the Trading and Best Execution Committee. Jason is highly experienced with the S&P PSFR methodology and GASB 79.

Email: jszabo@meederinvestment.com



JACOB BILLHARTZ, CFA®
PORTFOLIO MANAGER

- Chartered Financial Analyst®
- Western Kentucky University, B.S. Economics and B.S. Finance
- Over 9 years of financial services and investment management experience

Jacob is responsible for managing and trading public fund client accounts and contributing to economic research. Jacob is involved in developing recommendations to our investment strategies. He also oversees the analysts on the investment team.

Email: jbillhartz@meederinvestment.com



AMISHA KAUS
PORTFOLIO MANAGER

- Indiana University of Pennsylvania, M.B.A.
- Indiana University of Pennsylvania, B.S. Finance
- Over 15 years of investment management experience

Amisha is responsible for management and execution of public fund client accounts. She previously managed fixed income portion of Meeder funds, separately managed accounts and model portfolios, conducted sector and security research, and developed proprietary quantitative models.

Email: akaus@meederinvestment.com

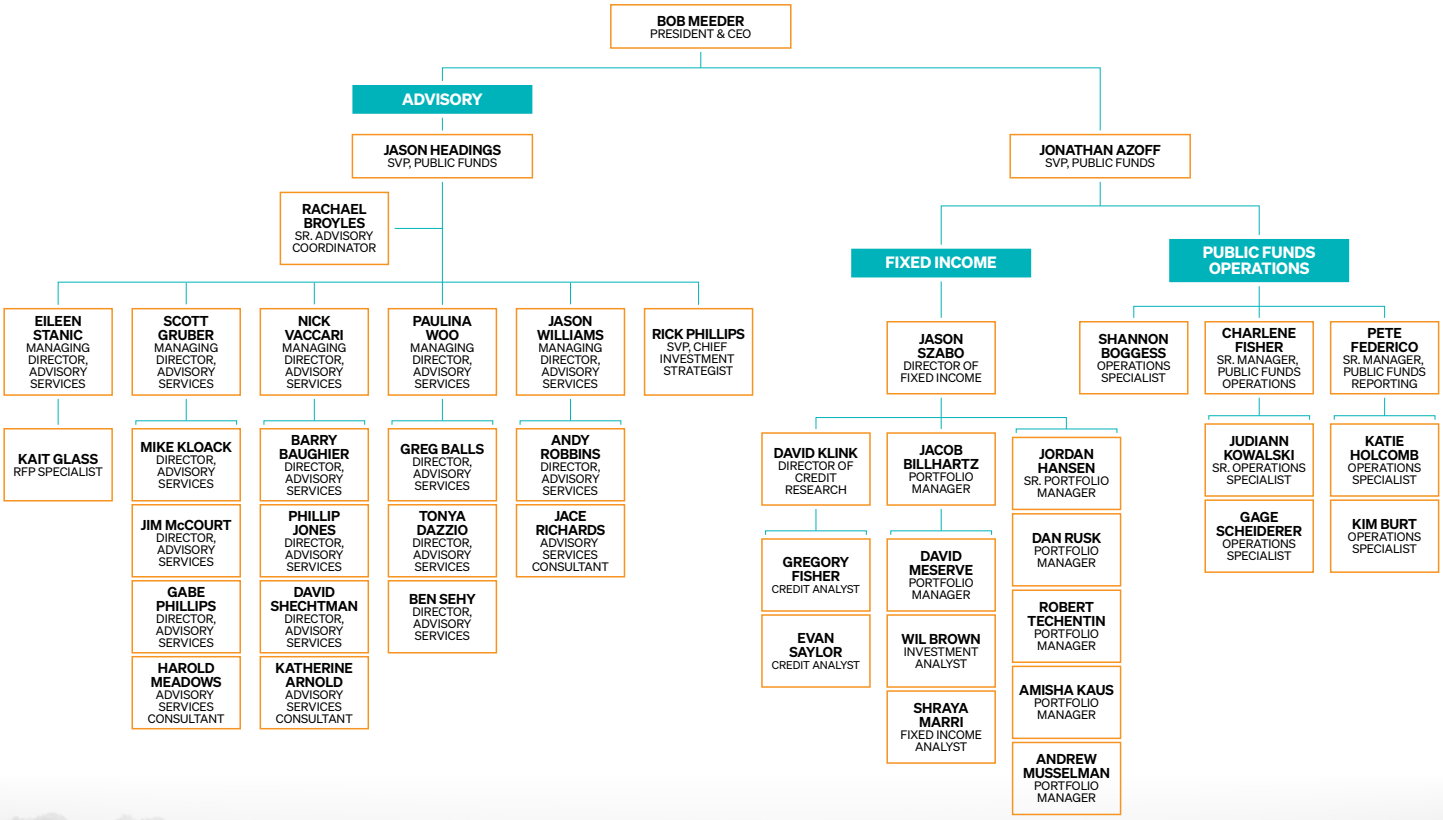


Team Organization

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Provide an organization chart of your team. Describe its organization, and the responsibilities and level of commitment of individuals within the team. Identify team's "key" personnel members. Describe why each team member is proposed for their respective positions or roles on the team. Identify who will be the Project Manager responsible for services requested and interaction with City staff. Provide the availability (in percentage) of each key personnel that will be assigned to this contract.

MEEDER PUBLIC FUNDS ORGANIZATIONAL CHART





Team Organization

MEEDER
PUBLIC FUNDS

Key Staff

Meeder's team is structured to provide dedicated advisory support, active investment management, and senior-level oversight. Each team member has clearly defined responsibilities and a high level of engagement to ensure consistent execution and alignment with the City of Malibu's objectives. All key personnel will be 100% available to serve the City's needs.

ADVISORY TEAM: PRIMARY CLIENT ENGAGEMENT

Greg Balls and CFA® charter holder, serves as the primary point of contact and is responsible for overall relationship management and advisory services to the City. His responsibilities include ongoing communication with City staff and stakeholders, investment policy review and guidance, cash flow and liquidity planning, and coordination of reporting and deliverables. He will be actively involved in all client meetings and will provide proactive recommendations based on market conditions and portfolio performance. His role ensures that the City's objectives remain central to all investment decisions and that governance best practices are consistently supported.

INVESTMENT TEAM: PORTFOLIO MANAGEMENT AND IMPLEMENTATION

Jason Szabo, Director of Fixed Income and CFA® charter holder, leads implementation of public funds investment strategies and oversight of portfolio management activities. He supervises portfolio construction, sector allocation, trade execution and research efforts, ensuring compliance with the City's Investment Policy Statement. He is a member of the firm's Investment and Credit Committees.

He is supported by Jacob Billhartz, CFA®, and Amisha Kaus who are responsible for fixed income portfolio management, trade execution, and ongoing portfolio monitoring. They play an integral role in implementing investment strategies, identifying relative value opportunities, and ensuring efficient execution. The investment team is engaged on a continuous basis, providing active management and oversight of the City's assets.

MANAGEMENT & OVERSIGHT: STRATEGIC OVERSIGHT AND GOVERNANCE

Paulina Woo and Jason Headings provide senior leadership and oversight of the City's investment program. Their responsibilities include setting strategic direction, overseeing risk management practices, and ensuring consistency with Meeder's investment philosophy and process. They are involved in periodic reviews, investment committee oversight, and are available for client meetings as needed, particularly for strategic discussions or during periods of market volatility. Their involvement provides an additional layer of experience and governance, reinforcing Meeder's disciplined approach.

INTEGRATED TEAM APPROACH

This structure ensures that the City benefits from dedicated day-to-day engagement, supported by experienced portfolio managers and senior leadership oversight. Responsibilities are clearly defined, yet highly collaborative, allowing for timely decision making, consistent communication, and comprehensive coverage across all aspects of the investment program.

The City will be supported by Greg Balls, the dedicated primary relationship manager along with advisor support team, and investment professionals. In the event the primary relationship manager is unavailable, another member of the Meeder team will be available to assist with questions or requests, and all inquiries will be responded to promptly.

Project Understanding and Approach/Methodology

MEEDER
PUBLIC FUNDS

Prepare a summary description of how the consultant will address the Scope of Work presented above. Briefly describe your firm's investment management philosophy, including your approach to managing governmental portfolios.

Investment Management Philosophy

When selecting an investment advisor, it is important to choose a partner whose investment philosophy aligns with the City's objectives and operating needs. Meeder believes public fund portfolios should be managed to generate consistent, forecastable income that supports budgeting needs while preserving principal and maintaining appropriate liquidity. For municipalities, dependable income can be just as important as headline performance because it provides confidence in future revenues and strengthens financial planning.

Our approach is driven first by the City's cash flow needs, liquidity profile, and current market opportunities. While benchmarks can be useful reference points, we believe portfolio strategy should be customized to the City's unique circumstances rather than managed solely to track an index.

The graph below illustrates the difference between a book-income-oriented approach and total return results, which can be more volatile because they include market price fluctuations in addition to income. Many municipalities prioritize book yield and realized income because those measures align more directly with annual budgeting processes, whereas budgeting around unrealized gains or losses can be less practical in changing rate environments.

BOOK YIELD/INCOME INVESTING

- Strategy is flexible and driven by economic outlook
- Minimize the potential for loss realization
- Focused on generating interest income

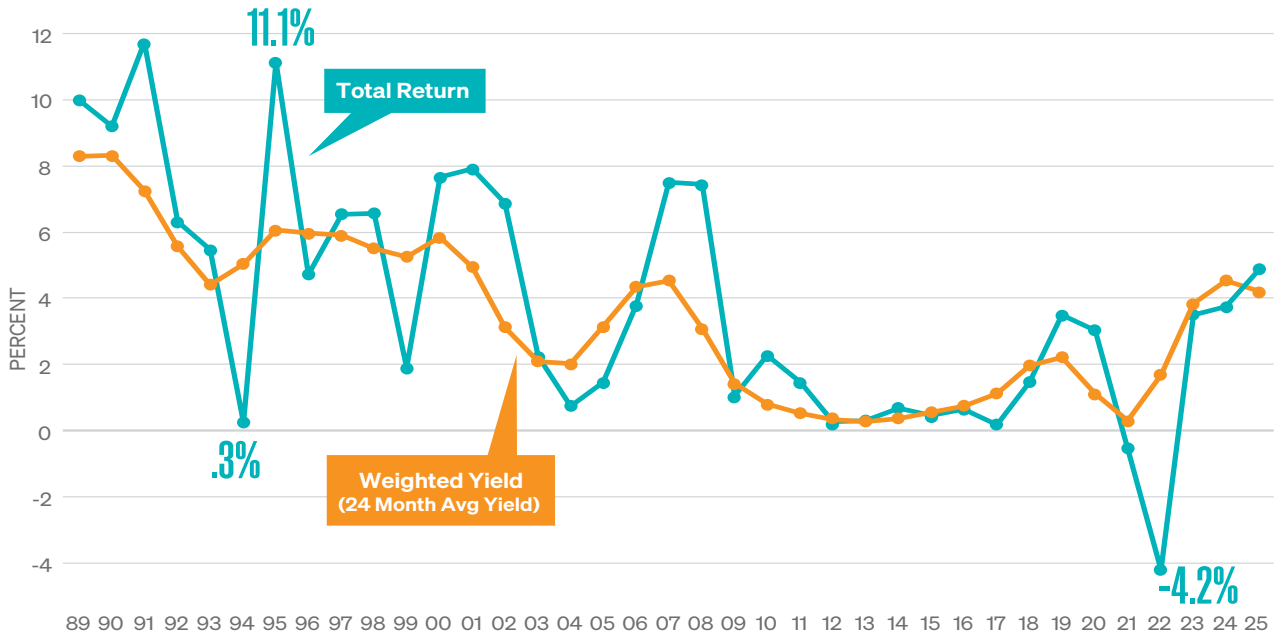
VS.

TOTAL RETURN INVESTING

- Strategy driven by benchmark
- Strategy changes based upon changes to the benchmark
- Focused on performance relative to the benchmark

ICE BOFA 2 YR T-NOTE INDEX

Weighted Yield vs Total Return



SOURCE: BLOOMBERG

Project Understanding and Approach/Methodology

MEEDER
PUBLIC FUNDS

Features & Functionality

Meeder Public Funds will deliver the City's portfolio advisory services through a disciplined, policy-driven process that prioritizes safety, liquidity, compliance, and competitive return. We will act solely in a fiduciary, advisory, and administrative capacity with all investment authority and custody retained by the City and its third-party custodian. Our role is to provide expert recommendations, execute trades to fulfill an agreed upon strategy, and maintain comprehensive records and reporting to support City oversight and statutory compliance.

DAILY OVERSIGHT

- Continuous day-to-day monitoring of the portfolio market conditions, relative value, and yield-curve dynamics
- Timely written recommendations aligned with the City's Investment Policy and applicable state law, each supported by clear rationale (credit, liquidity, maturity, and market context)

LIQUIDITY AND CASH-FLOW ALIGNMENT

- Collaboration with City staff to understand projected cash needs and design/maintain a laddered maturity structure
- Ongoing adjustments to recommendations as cash flows change, minimizing reinvestment risk and avoiding forced sales

CREDIT, RISK, AND SPREAD SURVEILLANCE

- In-house credit and risk oversight tracking issuer fundamentals, sector exposure, ratings trends, and spread movements.
- Prompt notification to the City of material credit events, with impact analysis and prudent, policy-compliance options

BROKER-DEALER DUE DILIGENCE AND BEST EXECUTION

- Use an approved broker-dealer list subject to ongoing financial, regulatory, and performance review
- Competitive pricing obtained from multiple dealers for each authorized trade and full documentation of bids/offers, execution price, and counterparties

REPORTING AND GOVERNANCE SUPPORT

- Monthly reports with detailed holdings, book/market values, cash flows, performance results, and compliance testing
- Quarterly presentation to staff/oversight bodies including performance versus benchmarks, creditworthiness updates, and market outlook
- Annual Investment Policy review with written recommendations for enhancements or updates

Project Understanding and Approach/Methodology

MEEDER
PUBLIC FUNDS

Strategies

The markets change and your investment strategy should too. We recognize the need to generate cash-basis income and add value through the following strategies:

BREADTH OF PRODUCT

- Our team will monitor and have the ability to utilize all asset classes permissible under California Government Code and the City's investment policy
- We utilize asset classes depending upon the current market conditions and what is in the best interest of our clients
- Issuer specific research provides additional levels of due diligence, thereby keeping clients invested in only the highest quality issuers, not relying on standard rating criteria to dictate the issuers we invest in

EXTENSIVE DEALER NETWORK

- To ensure the best price/execution on all trades, we trade with a list of local and nationally recognized broker-dealers
- We have access to over 40 broker-dealers, along with a wide range of Minority-Owned, Woman-Owned, and Service-Disabled Veteran-Owned Enterprises
- We pride ourselves on our ability to utilize this extensive network to find the best securities and pricing for our clients
- Each transaction is documented and ticketed directly to the client for reconciliation purposes
- Our extensive dealer network often provides our clients with additional yield through execution that might not be available to clients that use only one or two brokers

ASSET ALLOCATION

- Our team continuously monitors the merits of all permissible Investments for each of our clients
- Depending on economic conditions, the shape of the yield curve and relative spreads, one asset class may provide greater value over another
- Our investment team will strategically shift allocations among the various asset classes in order to capitalize on these market opportunities
- We recognize the importance of generating cash-basis income, and if an opportunity presents itself to proactively trade a portfolio, we always bring it to our client's attention first

DURATION MANAGEMENT

- Our managed portfolios are constructed and positioned to enhance performance through duration management, as deemed appropriate for the anticipated interest rate environment
- We use proprietary models designed to attempt to forecast the direction of intermediate-term rates
- Depending on the outlook for interest rates, we will alter the structure of securities utilized within the portfolio, increasing or decreasing optionality, as appropriate
- Typically, we purchase with the intent to hold to maturity, but do engage in proactive management strategies when we identify opportunities to rebalance

PORTFOLIO RIGHT-SIZING

- Our investment approach looks at your entire financial picture and the confluence of multiple portfolios
- We will not only assist you in determining the strategy but how and when to invest your portfolio funds as conditions change
- In addition, we look at how much should be invested under your cash flow, how long should you be investing, and if your bank/pool rates are competitive
- We call this process right-sizing your core investment portfolio and believe this can have the most immediate impact to the City's current investment program

Project Understanding and Approach/Methodology

MEEDER
PUBLIC FUNDS

Risk Management

With over 35 years of providing customized investment advisory services to public entities, Meeder employs a highly disciplined investment style. Our investment philosophy centers on providing consistent solutions to meet the ever-changing needs of our clients.

We accomplish this through highly quantitative, model guided investment strategies. The investment process seeks to mitigate portfolio risk in a variety of ways. Below are some of the main risks we address through our investment process:

LIQUIDITY RISK

We work with each client on the cash flows of their entity to make sure that we have structured the portfolio to withstand not only their day-to-day cash flow needs, but also unexpected cash flows. We do this by making sure that portfolios not only have a proper amount maturing to meet those needs, but that we also purchase liquid investments that could be sold easily in the event of a cash need.

DURATION RISK

Our quantitative models consider interest rate spreads and current economic factors to determine optimal positioning of the investments. This allows for efficient portfolios and active management to hedge away forward movement of rates and minimize shocks to the portfolio caused by movements in interest rates.

CREDIT RISK

All issuers undergo additional tests by our dedicated credit team to ensure they meet our strict credit quality metrics beyond what the state statute and the client's investment policy allows. These tests create stress scenarios to evaluate each issuer's ability to withstand extreme situations and must have strong liquidity ratios prior to us approving them for purchase.

REINVESTMENT RISK

Our investment process is designed to ensure that portfolios always have regular maturities and cash flows to minimize the risk that a significant portion of the portfolio would be subject to reinvestment in lower yielding securities or subject to adverse market conditions. This also allows the yield of the portfolio to steadily rise as funds are reinvested at higher rates during a rising interest rate environment.

CONCENTRATION RISK

We work to limit any one individual security from negatively impacting the portfolio by diversifying asset classes within the portfolio, and by limiting the percentage any one corporate issuer represents in the portfolio to not exceed 5% or a lower percentage as outlined in the investment policy.

Project Understanding and Approach/Methodology

MEEDER
PUBLIC FUNDS

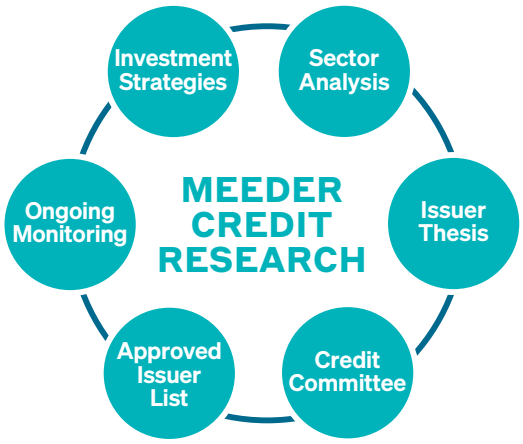
Credit Research

CREDIT COMMITTEE AND TEAM

The Fixed Income Investment Team includes a dedicated Director of Credit Research and two Credit Analysts. Meeder also has a credit committee of nine investment professionals that include analysts dedicated to daily credit analysis. The objective of the credit committee is to continuously monitor the credit markets for any signals of stress that could adversely affect the holdings within credit portfolios.

Our in-house research team monitors corporate issuers in the marketplace, determining our approved issuer list and keeping you appraised of any changes. Our dedicated research team conducts thorough analysis of corporate issuers, evaluating their financial health, creditworthiness, and market performance. Based on this research, we maintain an approved issuer list that guides investment decisions.

Regular updates ensure that you are informed about any changes that may affect your portfolio.



Sector Analysis	Top-down analysis of regulatory issues, competitive landscape, and market conditions
Issuer Thesis	Comprehensive view of factors such as competitive position and financial performance; capital structure and liquidity; and management strategy
Credit Committee	Oversight of credit research process and performance, approved issuer lists, and usage of approved names in portfolios
Approved Issuer List	Risk management; Portfolio managers/traders purchase only from issuers evaluated by credit team
Ongoing Monitoring	Continuous process of evaluating sector and issuer thesis: Earnings releases, investor reports, industry conferences, news flow
Investment Strategies	Top-down & bottom-up approach to drive performance

We incorporate a broad spectrum of market data and issuer-specific information through the following channels:

Bloomberg

Utilized to track and oversee issuer-specific fundamental metrics, news updates, and trading metrics, as well as perform data analysis for issuers, markets, and economic indicators.

Standard & Poor's/ Capital IQ

Used to monitor the overarching methodology framework related to regions, sectors, and issuers.

Company Investor Relations

Access issuer-supported websites for investor presentations, annual and quarterly financial reports, regulatory disclosures, and governance compliance information.

Capital Market Research

Obtain geopolitical, economic, and sector insights from capital market professionals.

Industry-Sponsored Events

Participate in sector and issuer-specific investor events.

Project Understanding and Approach/Methodology

MEEDER
PUBLIC FUNDS

Hypothetical Portfolio

We have analyzed the City's portfolio with holdings as of 3/31/2026. Below is an example of how we could implement a 0–5 year strategy according to the City's current Investment Policy.

We would suggest the City consider adding other asset classes that are allowed by California Code 53601 to further diversify the City's portfolio and enhance the risk-adjusted return. The following hypothetical portfolio illustration reflects Meeder's current strategic asset allocation views in light of evolving market conditions, including the anticipated path of interest rates, persistent inflationary pressures, and heightened geopolitical uncertainty stemming from the conflict involving Iran. Our positioning seeks to balance capital preservation, liquidity, and income generation while maintaining flexibility to respond to changing economic and market dynamics.

Hypothetical Portfolio Illustration

City of Malibu portfolio as of 5/18/2026 (using 3/31/2026 data)

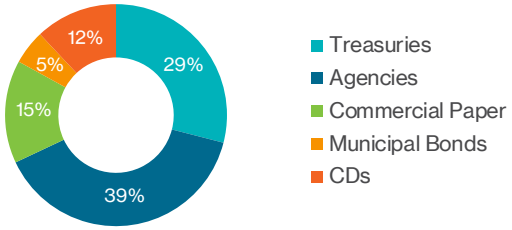
Sample Portfolio

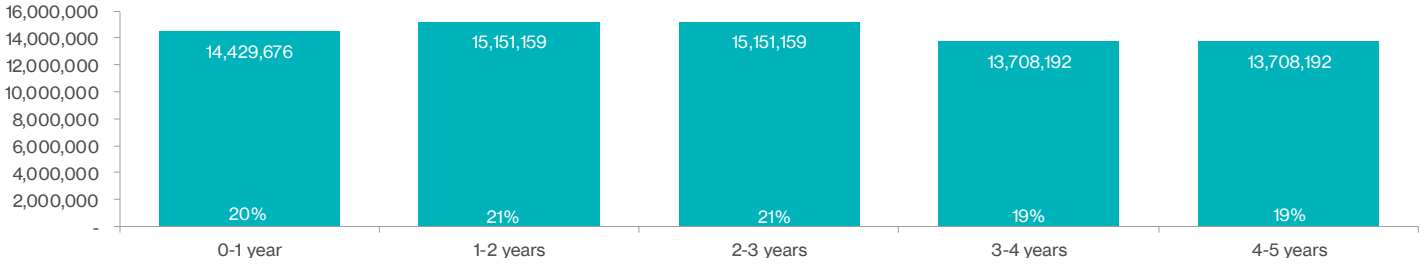
Total Portfolio	$72,148,378

Sample Securities

Weighted Average Maturity	2.51 years

Sample Asset Allocation





PORTFOLIO ILLUSTRATION IS HYPOTHETICAL IN NATURE, DOES NOT REFLECT ACTUAL INVESTMENT RESULTS, AND DOES NOT GUARANTEE FUTURE RETURNS. THE PORTFOLIO ILLUSTRATION PROJECTS THE WEIGHTED AVERAGE YIELD OF A HYPOTHETICAL PORTFOLIO INVESTED ON THE DATE SHOWN AND ALLOCATED ACROSS THE INDICATED ASSET CLASSES AND MATURITIES. THE ILLUSTRATION UTILIZES APPROPRIATE INDEXES AND BENCHMARKS TO PROJECT THE AVERAGE WEIGHTED YIELD OF THE ILLUSTRATED PORTFOLIO. CLIENTS INVESTED CONSISTENTLY WITH THE PORTFOLIO MAY HAVE EXPERIENCED INVESTMENT RESULTS MATERIALLY DIFFERENT FROM THOSE PORTRAYED IN THE ILLUSTRATION. ACTUAL YIELD FOR ANY PORTFOLIO INVESTED IN ACCORDANCE WITH THE ILLUSTRATION WILL VARY FROM THE HYPOTHETICAL DATA SHOWN HERE.

Project Understanding and Approach/Methodology

MEEDER
PUBLIC FUNDS

Compliance

Meeder has made extensive investments in a robust compliance system, industry leading Charles River software.

With our compliance suite we can provide solutions that support compliance rule building, testing and maintenance, customizable reporting, and a complete audit history. A powerful data administration facility helps monitor and improve data quality. This allows us to ensure compliance with the City's investment policy, California Government Code 53601, GASB and GAAP report standards, and other applicable laws, rules, and regulations.

Our firm utilizes the Charles River product to carry out the following portfolio compliance reporting tasks:

- Validate compliance with portfolio restrictions pre-trade, in-trade and at end of day
- Streamline workflows by incorporating compliance rules into 'what if' analysis
- Calculate and monitor exposures and/or concentration limits placed on issuer/security types, maturity length limitations (including average weighted maturity or duration), security ratings quality, etc.

The City's investment policy parameters, along with the California Government Code 53601 parameters, will be coded into our portfolio management system, providing pre-trade and post-trade compliance oversight. In addition, through collaboration with the City, any additional rules requested beyond the statute, such as maturity constraints or credit requirements, can also be established on an ongoing basis to ensure the investment portfolio is monitored at all levels. Policy compliance reporting can be generated to assist with annual audit testing to assist with year-end needs.

Investment Policy

We have 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, we will review the Investment Policy of the entity and recommend any changes, if needed.

We have worked with clients to develop policies based on the GFOA and CMTA model investment policies, and the APT model investment policy as well as client-specific ordinances or charters. In addition, as changes occur in state law, we work with every one of our clients to make sure investment policies are updated and the public finance official and/or other stakeholders are educated on the upcoming changes.

Our team has reviewed hundreds of municipal investment policies and has helped all of our clients create and/or modify their investment policies and procedures. The California Municipal Treasurers Association (CMTA) has a program to certify investment policies. If desired, we would assist the City with this certification process. Rick Phillips, Sr. Vice President and Meeder's Chief Investment Strategist, serves as a reviewer on CMTA's investment policy certification committee. Rick Phillips is also the chair of Government Investment Officers Association's (GIOA) Investment Policy Certification Committee.

We continually work with clients to update policies and procedures as laws and circumstances change. We suggest clients review their investment policies and procedures on an annual basis, and we assist in the process.

Project Understanding and Approach/Methodology

MEEDER
PUBLIC FUNDS

Benchmarking

Meeder has extensive experience developing benchmarks for operating funds and pooled funds of public portfolios. Working with over 400 entities, each have their own restrictions and investment structures that are unique. Benchmarks can be customized or follow a stated index. Based upon the characteristics of the entity's policy and program objectives, Meeder would recommend a yield-based method for comparison of the portfolio to the market. We believe a yield-based method is representative of the actual return earned by the City as it excludes unrealized gains and losses which are included in the total return measure. We will work closely with the City to determine a benchmark that is most suitable to your needs and investment strategy.

Benchmarks over time can change in the event the City's overall investment objectives adapt. Meeder works with each of its clients to help them review the best performance measurement over time. While we believe yield-based benchmarks are the most appropriate for public entities, due to the focus on income, we can also construct total return benchmarks if that is the preference of the City. For clients who prefer to utilize a total return measurement of their portfolio, we typically recommend the ICE BofA 0–5-year US Government Index because of the similarities in duration and asset composition.

Reporting

We utilize Clearwater Analytics for our investment accounting and reporting. Clearwater is the world's leading investment accounting solution and provides the most trusted investment data aggregation, reconciliation, accounting, and reporting.

ONLINE PORTAL	Clients receive online access to their investment accounts through their online portal where they can verify investment positions, daily activity, and investment income. This portal is reconciled with the custodian on a daily basis.
MONTHLY	The monthly report 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.
PERIODIC	Periodic investment review reports include an economic update and a portfolio summary with portfolio metrics. Ad hoc reporting is provided upon request and is a normal part of our process as we customize services to meet clients' needs.
ANNUAL	On an annual basis, GASB reports are prepared for the client at fiscal year-end to assist with GASB reporting requirements and ACFR needs. The reports are structured to meet the requirements under GASB 31 Accounting & Financial Reporting for Certain Investments and for External Investment Pools, GASB 40 Deposit and Investment Risk Disclosures and GASB 72 Fair Value Measurement and Application.
PERFORMANCE	Meeder provides performance-based reporting through Clearwater Analytics our online investment portal. Clearwater provides interest income and the yield earned on an ongoing basis and historical basis. The portal also provides income return, total return, and price return metrics of the portfolio net of fees for any time period. Our online investment portal allows us to benchmark the portfolio to a recommended or client preferred benchmark.

Project Understanding and Approach/Methodology

MEEDER
PUBLIC FUNDS

Communication

Client contact is continuous and proactive. Your primary coverage, Greg Balls, will maintain regular communication to discuss portfolio activity, liquidity needs, market conditions, and performance. Clients receive timely updates, ad hoc reports as requested, and formal presentations to governing bodies as needed.

Through this disciplined daily review process and consistent client engagement, Meeder ensures each portfolio is actively monitored, fully transparent, and responsive to the evolving needs of government investment managers.

Additionally, our clients receive:



Weekly newsletter updating rates and market events.



Monthly commentary describing economic events from the last month.



Quarterly webinar discussing the markets, current hot topics, and providing CPE credits.

Conflict of Interest

The Consultant shall disclose any financial, business, or other relationships with the City that may have an impact on the outcome of this contract. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract.

Meeder is not aware of any conflicts of interest in the management of this account.

Exceptions

This section shall discuss any exceptions or requested changes that Proposer has to the City's RFP conditions, requirements, and sample contract. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in the "Agreement for Professional Services" (Attachment 2). Items not excepted will not be open to later negotiation.

Meeder Public Funds takes no exceptions to the conditions or requirements of the RFP.

Additionally, we have included our Terms of Service in the Appendix for the City's review and as proposed additions to the Professional Services Agreement.

Cost Proposal

MEEDER
PUBLIC FUNDS

Describe in detail the fee structure you propose for providing engagement services. The cost proposal is considered a criterion once the final recommendation has been made but is not the sole factor in the section process. The cost proposal shall contain the following: the cost proposal shall be submitted for the consultant services outlined in the Scope of Work; the proposed cost budget should present the names and associated billing rates of the proposed staff for each work task described in the consultant's proposal, as well as other direct costs; the total proposed budget should include the consultant's assumptions regarding billing rate increases over the assumed duration of services.

Meeder proposes the below tiered fee schedule.

ASSETS UNDER MANAGEMENT	ANNUAL ADVISORY FEE
$0–$25 million	0.10%
$25–$50 million	0.08%
$50–$100 million	0.06%
Over $100 million	0.04%

There is a minimum fee of $15,000 per year. Asset-based advisory fees are subject to an annual minimum fee prorated based on billing cycle and payable for each billing period in which assets do not meet the stated minimum, inclusive of any fee discounts and credits.

For clients who utilize Meeder's preferred custodians, fees may be credited in an amount equal to the custodial fee up to a maximum annual credit of 0.01%.

The investment advisory fee shown above is inclusive of all fees associated with the management of this account and the services listed below.

Includes:

- Investment Policy Review
- Cash Flow Analysis
- Portfolio Management
- Reconciliation
- Reporting – Monthly, Quarterly, Annual
- Best Execution
- Compliance Monitoring
- Credit Analysis
- Online Portal
- Meetings
- Staff Training/Education

References

Provide at least three (3) references including the name of contact, affiliation, address, direct telephone number and email address which the City can contact. References may be added to the appendix.



CITY OF REDONDO BEACH

415 Diamond Street
Redondo Beach, CA 90277

Contact: Eugene Solomon

Affiliation: City Treasurer

Telephone: 310.387.5517

Email: eugene.solomon@redondo.org



CITY OF LAGUNA BEACH

505 Forest Avenue
Laguna Beach, CA 92651

Contact: Dave Kiff

Affiliation: City Manager

Telephone: 949.497.0327

Email: dkiff@lagunabeachcity.net



CITY OF WHITTIER

13230 Penn St. Whittier, CA 90602

Contact: Rigo Garcia

Affiliation: City Clerk

Telephone: 562.567.9850

Email: rgarcia@cityofwhittier.org



Appendix

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 customers' 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, 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

Terms of Services – Non-Discretionary Accounts

Meeder Public Funds

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

1. **Investment Management Services**. Client has engaged Meeder to provide non-discretionary investment management services in accordance with the terms of the applicable state investment code and investment policy.

2. **Trading Authorization**. Client appoints Meeder as non-discretionary investment adviser for the assets deposited in any account subject to the terms of this Agreement ("Account"). Meeder accepts the appointment as investment adviser and shall provide investment advice to Client and invest, reinvest and manage the securities, cash and other assets of the Account as directed by Client and in accordance with the written investment objectives and any specific investment restrictions or limitations of the Client. Meeder shall provide advice only with respect to assets in the Account and shall have no responsibility for the actions or non-actions of predecessor investment advisors or for the management of assets other than the assets allocated to the Account.

3. **Custody**. Meeder will not assume physical custody of the Account or any portion of it. Client shall establish a custodial account with a qualified custodian ("Custodian"). Client will receive from the Custodian account statements and confirmations identifying assets and transactions in the Account. All transactions will be consummated by payment to, or delivery by, the Custodian of all cash, securities and other assets due to or from the Account. The Custodian shall be responsible for investing any daily cash balances in the Account and Meeder will not exercise discretion to select sweep vehicles for the Account.

4. **Investment Objectives and Restrictions**. Client may provide Meeder with an Investment Policy Statement or other written directions 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. **Fees**. For the services provided in accordance with this Agreement, Client shall pay Meeder an annual fee ("Fee") on terms set forth in the Agreement to which these Terms of Service apply. Where Client has elected to have fees deducted from the Account, 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.

6. **Brokerage**. Unless otherwise directed, Meeder will place trades for the Account through such brokers or dealers as it may select. When selecting brokers, 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.

7. **Trade Aggregation**. Meeder may aggregate trades for multiple clients when, in the adviser's judgment, aggregation is in the best interests of the clients involved. Orders are aggregated to facilitate best execution and each client participating in the aggregated transaction receives the same price and participation in such trade on a pro-rata basis. Where it is not possible to obtain the same execution price for all securities purchased or sold on an aggregated basis, Meeder will follow its trade allocation policy, which is designed to ensure that securities allocations are made in a fair and equitable manner.

8. **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 additional fees for being referred to Meeder by a Promoter. Clients

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

9. **Local Government Investment Pools**. Where appropriate, Meeder may recommend the use of a Local Government Investment Pool ("LGIP") in which Meeder or one of its affiliates earn advisory and/or administration fees. Assets placed in an LGIP 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. By investing in an LGIP, Client specifically consents to the conflicts presented by such investment and payment of fees.

10. **Custodial Sweep Vehicles**. Where available, Meeder may recommend the use of the Meeder Government Money Market Fund as a vehicle to sweep cash held in the custodial account for investment. Because Meeder's affiliates earn advisory, transfer agency and administration fees for management of the Meeder Government Money Market Fund, recommendation of the fund as a sweep vehicle presents a conflict of interest. Meeder charges investment advisory fees on the total market value of assets held in the custodial account, including sweep vehicles. By selecting the Meeder Government Money Market Fund, Client specifically consents to the conflicts presented by such investment and payment of fees.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

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

17. **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.

FORM ADV

UNIFORM APPLICATION FOR INVESTMENT ADVISER REGISTRATION AND REPORT BY EXEMPT REPORTING ADVISERS

Primary Business Name: MEEDER PUBLIC FUNDS, INC. CRD Number: 106816

Annual Amendment - All Sections Rev. 10/2021

2/20/2026 1:30:56 PM

WARNING: Complete this form truthfully. False statements or omissions may result in denial of your application, revocation of your registration, or criminal prosecution. You must keep this form updated by filing periodic amendments. See Form ADV General Instruction 4.

Item 1 Identifying Information

Responses to this Item tell us who you are, where you are doing business, and how we can contact you. If you are filing an ***umbrella registration***, the information in Item 1 should be provided for the ***filing adviser*** only. General Instruction 5 provides information to assist you with filing an ***umbrella registration***.

A. Your full legal name (if you are a sole proprietor, your last, first, and middle names):
MEEDER PUBLIC FUNDS, INC.

B. (1) Name under which you primarily conduct your advisory business, if different from Item 1.A.
MEEDER PUBLIC FUNDS, INC.

List on Section 1.B. of Schedule D any additional names under which you conduct your advisory business.

(2) If you are using this Form ADV to register more than one investment adviser under an ***umbrella registration***, check this box ☐

If you check this box, complete a Schedule R for each relying adviser.

C. If this filing is reporting a change in your legal name (Item 1.A.) or primary business name (Item 1.B.(1)), enter the new name and specify whether the name change is of
☐ your legal name or ☐ your primary business name:

D. (1) If you are registered with the SEC as an investment adviser, your SEC file number: 801-37125

(2) If you report to the SEC as an ***exempt reporting adviser***, your SEC file number:

(3) If you have one or more Central Index Key numbers assigned by the SEC ("CIK Numbers"), all of your CIK numbers:

No Information Filed

E. (1) If you have a number ("***CRD*** Number") assigned by the ***FINRA's CRD*** system or by the IARD system, your ***CRD*** number: 106816

If your firm does not have a CRD number, skip this Item 1.E. Do not provide the CRD number of one of your officers, employees, or affiliates.

(2) If you have additional ***CRD*** Numbers, your additional ***CRD*** numbers:

No Information Filed

F. ***Principal Office and Place of Business***

(1) Address (do not use a P.O. Box):

Number and Street 1:		Number and Street 2:	
6125 MEMORIAL DRIVE			
City:	State:	Country:	ZIP+4/Postal Code:
DUBLIN	Ohio	United States	43017

If this address is a private residence, check this box: ☐

List on Section 1.F. of Schedule D any office, other than your principal office and place of business, at which you conduct investment advisory business. If you are applying for registration, or are registered, with one or more state securities authorities, you must list all of your offices in the state or states to which you are applying for registration or with whom you are registered. If you are applying for SEC registration, if you are registered only with the SEC, or if you are reporting to the SEC as an exempt reporting adviser, list the largest twenty-five offices in terms of numbers of employees as of the end of your most recently completed fiscal year.

(2) Days of week that you normally conduct business at your ***principal office and place of business:***

◉ Monday - Friday ○ Other:
Normal business hours at this location:
8 A.M - 5 P.M.

(3) Telephone number at this location:
866-633-3371

(4) Facsimile number at this location, if any:
614-923-1145

(5) What is the total number of offices, other than your ***principal office and place of business***, at which you conduct investment advisory business as of the end of your most recently completed fiscal year?
7

G. Mailing address, if different from your ***principal office and place of business*** address:

Number and Street 1:
P.O. BOX 7177

Number and Street 2:

City:	State:	Country:	ZIP+4/Postal Code:
DUBLIN	Ohio	United States	43017

If this address is a private residence, check this box: ☐

H. If you are a sole proprietor, state your full residence address, if different from your ***principal office and place of business*** address in Item 1.F.:

Number and Street 1:

Number and Street 2:

City:	State:	Country:	ZIP+4/Postal Code:

Yes No

I. Do you have one or more websites or accounts on publicly available social media platforms (including, but not limited to, Twitter, Facebook and LinkedIn)? ◉ ○

If "yes," list all firm website addresses and the address for each of the firm's accounts on publicly available social media platforms on Section 1.I. of Schedule D. If a website address serves as a portal through which to access other information you have published on the web, you may list the portal without listing addresses for all of the other information. You may need to list more than one portal address. Do not provide the addresses of websites or accounts on publicly available social media platforms where you do not control the content. Do not provide the individual electronic mail (e-mail) addresses of employees or the addresses of employee accounts on publicly available social media platforms.

J. Chief Compliance Officer

(1) Provide the name and contact information of your Chief Compliance Officer. If you are an ***exempt reporting adviser***, you must provide the contact information for your Chief Compliance Officer, if you have one. If not, you must complete Item 1.K. below.

Name:
BRANDON KIPP

Other titles, if any:
CHIEF COMPLIANCE OFFICER

Telephone number:
614-495-5971

Facsimile number, if any:
614-923-1145

Number and Street 1:
6125 MEMORIAL DRIVE

Number and Street 2:

City:	State:	Country:	ZIP+4/Postal Code:
DUBLIN	Ohio	United States	43017

Electronic mail (e-mail) address, if Chief Compliance Officer has one:
BKIPP@MEEDERINVESTMENT.COM

(2) If your Chief Compliance Officer is compensated or employed by any ***person*** other than you, a ***related person*** or an investment company registered under the Investment Company Act of 1940 that you advise for providing chief compliance officer services to you, provide the ***person's*** name and IRS Employer Identification Number (if any):

Name:

IRS Employer Identification Number:

K. Additional Regulatory Contact Person: If a person other than the Chief Compliance Officer is authorized to receive information and respond to questions about this Form ADV, you may provide that information here.

Name:
TIMOTHY MCCABE

Titles:
CHIEF LEGAL OFFICER

Telephone number:
614-760-2153

Facsimile number, if any:
614-923-1145

Number and Street 1:
6125 MEMORIAL DRIVE

Number and Street 2:

City:	State:	Country:	ZIP+4/Postal Code:
DUBLIN	Ohio	United States	43017

Electronic mail (e-mail) address, if contact person has one:
TMCCABE@MEEDERINVESTMENT.COM

Yes No

L. Do you maintain some or all of the books and records you are required to keep under Section 204 of the Advisers Act, or similar state law, somewhere other than your ***principal office and place of business***? ◉ ○

If "yes," complete Section 1.L. of Schedule D.

Yes No

M. Are you registered with a ***foreign financial regulatory authority***? ○ ◉

Answer "no" if you are not registered with a foreign financial regulatory authority, even if you have an affiliate that is registered with a foreign financial regulatory authority. If "yes," complete Section 1.M. of Schedule D.

Yes No

N. Are you a public reporting company under Sections 12 or 15(d) of the Securities Exchange Act of 1934? ○ ◉

Yes No

O. Did you have $1 billion or more in assets on the last day of your most recent fiscal year? ○ ◉
If yes, what is the approximate amount of your assets:

- ○ $1 billion to less than $10 billion
- ○ $10 billion to less than $50 billion
- ○ $50 billion or more

For purposes of Item 1.O. only, "assets" refers to your total assets, rather than the assets you manage on behalf of clients. Determine your total assets using the total assets shown on the balance sheet for your most recent fiscal year end.

P. Provide your ***Legal Entity Identifier*** if you have one:
5493009AQ17D375CMP13

A ***legal entity identifier*** is a unique number that companies use to identify each other in the financial marketplace. You may not have a ***legal entity identifier***.

SECTION 1.B. Other Business Names

List your other business names and the jurisdictions in which you use them. You must complete a separate Schedule D Section 1.B. for each business name.

Name: MEEDER INVESTMENT MANAGEMENT, INC.

Jurisdictions

☐ AL	☑ IL	☑ NE	☑ SC
☑ AK	☑ IN	☑ NV	☐ SD
☑ AZ	☑ IA	☑ NH	☐ TN
☐ AR	☐ KS	☑ NJ	☑ TX
☑ CA	☑ KY	☑ NM	☑ UT
☑ CO	☑ LA	☑ NY	☐ VT
☐ CT	☐ ME	☑ NC	☐ VI
☑ DE	☑ MD	☐ ND	☑ VA
☐ DC	☐ MA	☑ OH	☑ WA
☑ FL	☑ MI	☑ OK	☐ WV
☐ GA	☑ MN	☑ OR	☑ WI
☐ GU	☐ MS	☑ PA	☑ WY
☑ HI	☑ MO	☐ PR	☐ Other:
☑ ID	☐ MT	☐ RI	

SECTION 1.F. Other Offices

Complete the following information for each office, other than your ***principal office and place of business***, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an ***exempt reporting adviser***, list only the largest twenty-five offices (in terms of numbers of ***employees***).

Number and Street 1:
222 SOUTH MAIN STREET

Number and Street 2:
5TH FLOOR

City:
SALT LAKE CITY

State:
Utah

Country:
United States

ZIP+4/Postal Code:
84101

If this address is a private residence, check this box: ☐

Telephone Number:
866-633-3371

Facsimile Number, if any:

If this office location is also required to be registered with FINRA or a ***state securities authority*** as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the ***CRD*** Branch Number here:

How many ***employees*** perform investment advisory functions from this office location?
5

Are other business activities conducted at this office location? (check all that apply)

- ☐ (1) Broker-dealer (registered or unregistered)
- ☐ (2) Bank (including a separately identifiable department or division of a bank)
- ☐ (3) Insurance broker or agent
- ☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)

☐ (5) Registered municipal advisor
☐ (6) Accountant or accounting firm
☐ (7) Lawyer or law firm

Describe any other ***investment-related*** business activities conducted from this office location:
NONE

Complete the following information for each office, other than your ***principal office and place of business***, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an ***exempt reporting adviser***, list only the largest twenty-five offices (in terms of numbers of ***employees***).

Number and Street 1:		Number and Street 2:	
111 WEST OCEAN BLVD		4TH FLOOR	
City:	State:	Country:	ZIP+4/Postal Code:
LONG BEACH	California	United States	90802

If this address is a private residence, check this box: ☐

Telephone Number:	Facsimile Number, if any:
866-633-3371	

If this office location is also required to be registered with FINRA or a ***state securities authority*** as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the ***CRD*** Branch Number here:

How many ***employees*** perform investment advisory functions from this office location?
6

Are other business activities conducted at this office location? (check all that apply)
☐ (1) Broker-dealer (registered or unregistered)
☐ (2) Bank (including a separately identifiable department or division of a bank)
☐ (3) Insurance broker or agent
☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
☐ (5) Registered municipal advisor
☐ (6) Accountant or accounting firm
☐ (7) Lawyer or law firm

Describe any other ***investment-related*** business activities conducted from this office location:
NONE

Complete the following information for each office, other than your ***principal office and place of business***, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an ***exempt reporting adviser***, list only the largest twenty-five offices (in terms of numbers of ***employees***).

Number and Street 1:		Number and Street 2:	
120 N. WASHINGTON SQUARE		SUITE 300	
City:	State:	Country:	ZIP+4/Postal Code:
LANSING	Michigan	United States	48933

If this address is a private residence, check this box: ☐

Telephone Number:	Facsimile Number, if any:
866-633-3371	

If this office location is also required to be registered with FINRA or a ***state securities authority*** as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the ***CRD*** Branch Number here:

How many ***employees*** perform investment advisory functions from this office location?
2

Are other business activities conducted at this office location? (check all that apply)
☐ (1) Broker-dealer (registered or unregistered)
☐ (2) Bank (including a separately identifiable department or division of a bank)
☐ (3) Insurance broker or agent

☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
☐ (5) Registered municipal advisor
☐ (6) Accountant or accounting firm
☐ (7) Lawyer or law firm

Describe any other ***investment-related*** business activities conducted from this office location:
NONE

Complete the following information for each office, other than your ***principal office and place of business***, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an ***exempt reporting adviser***, list only the largest twenty-five offices (in terms of numbers of ***employees***).

Number and Street 1:		Number and Street 2:	
901 MOPAC EXPRESSWAY SOUTH		BUILDING 1, SUITE 300	
City:	State:	Country:	ZIP+4/Postal Code:
AUSTIN	Texas	United States	78746

If this address is a private residence, check this box: ☐

Telephone Number:	Facsimile Number, if any:
866-633-3371	

If this office location is also required to be registered with FINRA or a ***state securities authority*** as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the ***CRD*** Branch Number here:

How many ***employees*** perform investment advisory functions from this office location?
7

Are other business activities conducted at this office location? (check all that apply)
☐ (1) Broker-dealer (registered or unregistered)
☐ (2) Bank (including a separately identifiable department or division of a bank)
☐ (3) Insurance broker or agent
☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
☐ (5) Registered municipal advisor
☐ (6) Accountant or accounting firm
☐ (7) Lawyer or law firm

Describe any other ***investment-related*** business activities conducted from this office location:
NONE

Complete the following information for each office, other than your ***principal office and place of business***, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an ***exempt reporting adviser***, list only the largest twenty-five offices (in terms of numbers of ***employees***).

Number and Street 1:		Number and Street 2:	
10655 PARK RUN DRIVE		SUITE 120	
City:	State:	Country:	ZIP+4/Postal Code:
LAS VEGAS	Nevada	United States	89144

If this address is a private residence, check this box: ☐

Telephone Number:	Facsimile Number, if any:
866-633-3371	

If this office location is also required to be registered with FINRA or a ***state securities authority*** as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the ***CRD*** Branch Number here:

How many ***employees*** perform investment advisory functions from this office location?
4

Are other business activities conducted at this office location? (check all that apply)
☐ (1) Broker-dealer (registered or unregistered)
☐ (2) Bank (including a separately identifiable department or division of a bank)

☐ (3) Insurance broker or agent
☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
☐ (5) Registered municipal advisor
☐ (6) Accountant or accounting firm
☐ (7) Lawyer or law firm

Describe any other ***investment-related*** business activities conducted from this office location:
NONE

Complete the following information for each office, other than your ***principal office and place of business***, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an ***exempt reporting adviser***, list only the largest twenty-five offices (in terms of numbers of ***employees***).

Number and Street 1:		Number and Street 2:	
250 FILLMORE STREET		SUITE 150	
City:	State:	Country:	ZIP+4/Postal Code:
DENVER	Colorado	United States	80206

If this address is a private residence, check this box: ☐

Telephone Number:	Facsimile Number, if any:
866-633-3371	

If this office location is also required to be registered with FINRA or a ***state securities authority*** as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the ***CRD*** Branch Number here:

How many ***employees*** perform investment advisory functions from this office location?
1

Are other business activities conducted at this office location? (check all that apply)
☐ (1) Broker-dealer (registered or unregistered)
☐ (2) Bank (including a separately identifiable department or division of a bank)
☐ (3) Insurance broker or agent
☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
☐ (5) Registered municipal advisor
☐ (6) Accountant or accounting firm
☐ (7) Lawyer or law firm

Describe any other ***investment-related*** business activities conducted from this office location:
NONE

Complete the following information for each office, other than your ***principal office and place of business***, at which you conduct investment advisory business. You must complete a separate Schedule D Section 1.F. for each location. If you are applying for SEC registration, if you are registered only with the SEC, or if you are an ***exempt reporting adviser***, list only the largest twenty-five offices (in terms of numbers of ***employees***).

Number and Street 1:		Number and Street 2:	
2415 EAST CAMELBACK ROAD		SUITE 700	
City:	State:	Country:	ZIP+4/Postal Code:
PHOENIX	Arizona	United States	85016

If this address is a private residence, check this box: ☐

Telephone Number:	Facsimile Number, if any:
866-633-3371	

If this office location is also required to be registered with FINRA or a ***state securities authority*** as a branch office location for a broker-dealer or investment adviser on the Uniform Branch Office Registration Form (Form BR), please provide the ***CRD*** Branch Number here:

How many ***employees*** perform investment advisory functions from this office location?
1

Are other business activities conducted at this office location? (check all that apply)
☐ (1) Broker-dealer (registered or unregistered)

☐ (2) Bank (including a separately identifiable department or division of a bank)
☐ (3) Insurance broker or agent
☐ (4) Commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
☐ (5) Registered municipal advisor
☐ (6) Accountant or accounting firm
☐ (7) Lawyer or law firm

Describe any other ***investment-related*** business activities conducted from this office location:
NONE

SECTION 1.I. Website Addresses

List your website addresses, including addresses for accounts on publicly available social media platforms where you control the content (including, but not limited to, Twitter, Facebook and/or LinkedIn). You must complete a separate Schedule D Section 1.I. for each website or account on a publicly available social media platform.

Address of Website/Account on Publicly Available Social Media Platform:	https://x.com/MeederIM
Address of Website/Account on Publicly Available Social Media Platform:	Http://facebook.com/meederinvestment/
Address of Website/Account on Publicly Available Social Media Platform:	https://www.youtube.com/@meederinvestmentmanagement
Address of Website/Account on Publicly Available Social Media Platform:	Http://instagram.com/meederinvestment
Address of Website/Account on Publicly Available Social Media Platform:	Http://meederinvestment.com
Address of Website/Account on Publicly Available Social Media Platform:	https://www.linkedin.com/showcase/texas-connect
Address of Website/Account on Publicly Available Social Media Platform:	https://www.linkedin.com/showcase/meederpublicfunds
Address of Website/Account on Publicly Available Social Media Platform:	Http://linkedin.com/company/meeder-investment-management
Address of Website/Account on Publicly Available Social Media Platform:	https://texas-connect.com/

SECTION 1.L. Location of Books and Records

Complete the following information for each location at which you keep your books and records, other than your ***principal office and place of business***. You must complete a separate Schedule D, Section 1.L. for each location.

Name of entity where books and records are kept:
VRC VITAL RECORDS

Number and Street 1:
3827 BROOKHAM DRIVE

Number and Street 2:

City:	State:	Country:	ZIP+4/Postal Code:
GROVE CITY	Ohio	United States	43123

If this address is a private residence, check this box: ☐

Telephone Number:
614-299-2122

Facsimile number, if any:

This is (check one):

○ one of your branch offices or affiliates.

(●) a third-party unaffiliated recordkeeper.

( ) other.

Briefly describe the books and records kept at this location.
HISTORICAL BOOKS AND RECORDS

Name of entity where books and records are kept:
LAS VEGAS OFFICE

Number and Street 1:		Number and Street 2:	
10655 PARK RUN		SUITE 120	
City:	State:	Country:	ZIP+4/Postal Code:
LAS VEGAS	Nevada	United States	89144

If this address is a private residence, check this box: ☐

Telephone Number:
866-633-3371

Facsimile number, if any:

This is (check one):

(●) one of your branch offices or affiliates.

( ) a third-party unaffiliated recordkeeper.

( ) other.

Briefly describe the books and records kept at this location.
BOOKS AND RECORDS

SECTION 1.M. Registration with Foreign Financial Regulatory Authorities

No Information Filed

Item 2 SEC Registration/Reporting

Responses to this Item help us (and you) determine whether you are eligible to register with the SEC. Complete this Item 2.A. only if you are applying for SEC registration or submitting an ***annual updating amendment*** to your SEC registration. If you are filing an ***umbrella registration***, the information in Item 2 should be provided for the ***filing adviser*** only.

A. To register (or remain registered) with the SEC, you must check at least one of the Items 2.A.(1) through 2.A.(12), below. If you are submitting an ***annual updating amendment*** to your SEC registration and you are no longer eligible to register with the SEC, check Item 2.A.(13). Part 1A Instruction 2 provides information to help you determine whether you may affirmatively respond to each of these items.

You (the adviser):

☑ (1) are a large advisory firm that either:

(a) has regulatory assets under management of $100 million (in U.S. dollars) or more; or

(b) has regulatory assets under management of $90 million (in U.S. dollars) or more at the time of filing its most recent ***annual updating amendment*** and is registered with the SEC;

☐ (2) are a mid-sized advisory firm that has regulatory assets under management of $25 million (in U.S. dollars) or more but less than $100 million (in U.S. dollars) and you are either:

(a) not required to be registered as an adviser with the ***state securities authority*** of the state where you maintain your ***principal office and place of business***; or

(b) not subject to examination by the ***state securities authority*** of the state where you maintain your ***principal office and place of business***;

Click HERE for a list of states in which an investment adviser, if registered, would not be subject to examination by the state securities authority.

(3) Reserved

☐ (4) have your ***principal office and place of business*** outside the United States;

☐ (5) are an investment adviser (or subadviser) to an investment company registered under the Investment Company Act of 1940;

☐ (6) are an investment adviser to a company which has elected to be a business development company pursuant to section 54 of the Investment Company Act of 1940 and has not withdrawn the election, and you have at least $25 million of regulatory assets under management;

☐ (7) are a pension consultant with respect to assets of plans having an aggregate value of at least $200,000,000 that qualifies for the exemption in rule 203A-2(a);

☐ (8) are a related adviser under rule 203A-2(b) that ***controls***, is ***controlled*** by, or is under common ***control*** with, an investment adviser that is registered with the SEC, and your ***principal office and place of business*** is the same as the registered adviser;

If you check this box, complete Section 2.A.(8) of Schedule D.

☐ (9) are an adviser relying on rule 203A-2(c) because you expect to be eligible for SEC registration within 120 days;

If you check this box, complete Section 2.A.(9) of Schedule D.

☐ (10) are a multi-state adviser that is required to register in 15 or more states and is relying on rule 203A-2(d);

If you check this box, complete Section 2.A.(10) of Schedule D.

☐ (11) are an Internet adviser relying on rule 203A-2(e);

If you check this box, complete Section 2.A.(11) of Schedule D.

☐ (12) have received an SEC order exempting you from the prohibition against registration with the SEC;

If you check this box, complete Section 2.A.(12) of Schedule D.

☐ (13) are no longer eligible to remain registered with the SEC.

State Securities Authority Notice Filings and State Reporting by ***Exempt Reporting Advisers***

C. Under state laws, SEC-registered advisers may be required to provide to ***state securities authorities*** a copy of the Form ADV and any amendments they file with the SEC. These are called ***notice filings***. In addition, ***exempt reporting advisers*** may be required to provide ***state securities authorities*** with a copy of reports and any amendments they file with the SEC. If this is an initial application or report, check the box(es) next to the state(s) that you would like to receive notice of this and all subsequent filings or reports you submit to the SEC. If this is an amendment to direct your ***notice filings*** or reports to additional state(s), check the box(es) next to the state(s) that you would like to receive notice of this and all subsequent filings or reports you submit to the SEC. If this is an amendment to your registration to stop your ***notice filings*** or reports from going to state(s) that currently receive them, uncheck the box(es) next to those state(s).

Jurisdictions

☐ AL	☑ IL	☑ NE	☑ SC
☑ AK	☑ IN	☑ NV	☐ SD
☑ AZ	☑ IA	☑ NH	☑ TN
☐ AR	☐ KS	☑ NJ	☑ TX
☑ CA	☑ KY	☑ NM	☑ UT
☑ CO	☑ LA	☑ NY	☐ VT
☐ CT	☑ ME	☐ NC	☐ VI
☐ DE	☐ MD	☐ ND	☑ VA
☐ DC	☐ MA	☑ OH	☑ WA
☑ FL	☑ MI	☑ OK	☐ WV
☐ GA	☑ MN	☑ OR	☑ WI
☐ GU	☐ MS	☑ PA	☑ WY

☑ HI	☑ MO	☐ PR	
☑ ID	☐ MT	☐ RI	

If you are amending your registration to stop your notice filings or reports from going to a state that currently receives them and you do not want to pay that state's notice filing or report filing fee for the coming year, your amendment must be filed before the end of the year (December 31).

SECTION 2.A.(8) Related Adviser

If you are relying on the exemption in rule 203A-2(b) from the prohibition on registration because you ***control***, are ***controlled*** by, or are under common ***control*** with an investment adviser that is registered with the SEC and your ***principal office and place of business*** is the same as that of the registered adviser, provide the following information:

Name of Registered Investment Adviser

CRD Number of Registered Investment Adviser

SEC Number of Registered Investment Adviser
-

SECTION 2.A.(9) Investment Adviser Expecting to be Eligible for Commission Registration within 120 Days

If you are relying on rule 203A-2(c), the exemption from the prohibition on registration available to an adviser that expects to be eligible for SEC registration within 120 days, you are required to make certain representations about your eligibility for SEC registration. By checking the appropriate boxes, you will be deemed to have made the required representations. You must make both of these representations:

☐ I am not registered or required to be registered with the SEC or a ***state securities authority*** and I have a reasonable expectation that I will be eligible to register with the SEC within 120 days after the date my registration with the SEC becomes effective.

☐ I undertake to withdraw from SEC registration if, on the 120th day after my registration with the SEC becomes effective, I would be prohibited by Section 203A(a) of the Advisers Act from registering with the SEC.

SECTION 2.A.(10) Multi-State Adviser

If you are relying on rule 203A-2(d), the multi-state adviser exemption from the prohibition on registration, you are required to make certain representations about your eligibility for SEC registration. By checking the appropriate boxes, you will be deemed to have made the required representations.

If you are applying for registration as an investment adviser with the SEC, you must make both of these representations:

☐ I have reviewed the applicable state and federal laws and have concluded that I am required by the laws of 15 or more states to register as an investment adviser with the ***state securities authorities*** in those states.

☐ I undertake to withdraw from SEC registration if I file an amendment to this registration indicating that I would be required by the laws of fewer than 15 states to register as an investment adviser with the ***state securities authorities*** of those states.

If you are submitting your ***annual updating amendment***, you must make this representation:

☐ Within 90 days prior to the date of filing this amendment, I have reviewed the applicable state and federal laws and have concluded that I am required by the laws of at least 15 states to register as an investment adviser with the ***state securities authorities*** in those states.

SECTION 2.A.(11) Internet Adviser

If you are relying on rule 203A-2(e), the Internet adviser exemption from the prohibition on registration, you are required to make a representation about your eligibility for SEC registration. By checking the appropriate box, you will be deemed to have made the required representation.

If you are applying for registration as an investment adviser with the SEC or changing your existing Item 2 response regarding your eligibility for SEC registration, you must make this representation:

☐ I will provide investment advice on an ongoing basis to more than one client exclusively through an ***operational interactive website***.

If you are filing an annual updating amendment to your existing registration and are continuing to rely on the Internet adviser exemption for SEC registration, you must make this representation:

☐ I have provided and will continue to provide investment advice on an ongoing basis to more than one client exclusively through an ***operational interactive website***.

SECTION 2.A.(12) SEC Exemptive ***Order***

If you are relying upon an SEC ***order*** exempting you from the prohibition on registration, provide the following information:

Application Number:
803-

Date of ***order***:

Item 3 Form of Organization

If you are filing an ***umbrella registration***, the information in Item 3 should be provided for the ***filing adviser*** only.

A. How are you organized?

- (•) Corporation
- ( ) Sole Proprietorship
- ( ) Limited Liability Partnership (LLP)
- ( ) Partnership
- ( ) Limited Liability Company (LLC)
- ( ) Limited Partnership (LP)
- ( ) Other (specify):

If you are changing your response to this Item, see Part 1A Instruction 4.

B. In what month does your fiscal year end each year?

DECEMBER

C. Under the laws of what state or country are you organized?

State	Country
Ohio	United States

If you are a partnership, provide the name of the state or country under whose laws your partnership was formed. If you are a sole proprietor, provide the name of the state or country where you reside.

If you are changing your response to this Item, see Part 1A Instruction 4.

Item 4 Successions

		Yes	No
A.	Are you, at the time of this filing, succeeding to the business of a registered investment adviser, including, for example, a change of your structure or legal status (e.g., form of organization or state of incorporation)?	○	◉

If "yes", complete Item 4.B. and Section 4 of Schedule D.

B. Date of Succession: (MM/DD/YYYY)

If you have already reported this succession on a previous Form ADV filing, do not report the succession again. Instead, check "No." See Part 1A Instruction 4.

SECTION 4 Successions

No Information Filed

Item 5 Information About Your Advisory Business - Employees, Clients, and Compensation

Responses to this Item help us understand your business, assist us in preparing for on-site examinations, and provide us with data we use when making regulatory policy. Part 1A Instruction 5.a. provides additional guidance to newly formed advisers for completing this Item 5.

Employees

If you are organized as a sole proprietorship, include yourself as an employee in your responses to Item 5.A. and Items 5.B.(1), (2), (3), (4), and (5). If an employee performs more than one function, you should count that employee in each of your responses to Items 5.B.(1), (2), (3), (4), and (5).

A. Approximately how many ***employees*** do you have? Include full- and part-time ***employees*** but do not include any clerical workers.
71

B. (1) Approximately how many of the ***employees*** reported in 5.A. perform investment advisory functions (including research)?
52

(2) Approximately how many of the ***employees*** reported in 5.A. are registered representatives of a broker-dealer?
9

(3) Approximately how many of the ***employees*** reported in 5.A. are registered with one or more ***state securities authorities*** as ***investment adviser representatives***?
13

(4) Approximately how many of the ***employees*** reported in 5.A. are registered with one or more ***state securities authorities*** as ***investment adviser representatives*** for an investment adviser other than you?
0

(5) Approximately how many of the ***employees*** reported in 5.A. are licensed agents of an insurance company or agency?
0

(6) Approximately how many firms or other ***persons*** solicit advisory ***clients*** on your behalf?
5

In your response to Item 5.B.(6), do not count any of your employees and count a firm only once – do not count each of the firm's employees that solicit on your behalf.

Clients

In your responses to Items 5.C. and 5.D. do not include as "clients" the investors in a private fund you advise, unless you have a separate advisory relationship with those investors.

C. (1) To approximately how many ***clients*** for whom you do not have regulatory assets under management did you provide investment advisory services during your most recently completed fiscal year?
17

(2) Approximately what percentage of your ***clients*** are non-***United States persons***?
0%

D. ***For purposes of this Item 5.D., the category "individuals" includes trusts, estates, and 401(k) plans and IRAs of individuals and their family members, but does not include businesses organized as sole proprietorships.***
The category "business development companies" consists of companies that have made an election pursuant to section 54 of the Investment Company Act of 1940. Unless you provide advisory services pursuant to an investment advisory contract to an investment company registered under the Investment Company Act of 1940, do not answer (1)(d) or (3)(d) below.

Indicate the approximate number of your ***clients*** and amount of your total regulatory assets under management (reported in Item 5.F. below) attributable to each of the following type of ***client***. If you have fewer than 5 ***clients*** in a particular category (other than (d), (e), and (f)) you may check Item 5.D.(2) rather than respond to Item 5.D.(1).

The aggregate amount of regulatory assets under management reported in Item 5.D.(3) should equal the total amount of regulatory assets under management reported in Item 5.F.(2)(c) below.

If a ***client*** fits into more than one category, select one category that most accurately represents the ***client*** to avoid double counting ***clients*** and assets. If you advise a registered investment company, business development company, or pooled investment vehicle, report those assets in categories (d), (e), and (f) as applicable.

Type of ***Client***	(1) Number of ***Client(s)***	(2) Fewer than 5 ***Clients***	(3) Amount of Regulatory Assets under Management
(a) Individuals (other than ***high net worth individuals***)		☐	$
(b) ***High net worth individuals***		☐	$
(c) Banking or thrift institutions		☐	$
(d) Investment companies			$
(e) Business development companies			$
(f) Pooled investment vehicles (other than investment companies and business development companies)	3		$ 3,544,520,514
(g) Pension and profit sharing plans (but not the plan participants or government pension plans)		☐	$
(h) Charitable organizations		☐	$

(i) State or municipal ***government entities*** (including government pension plans)	444	☐	$ 60,582,807,884
(j) Other investment advisers		☐	$
(k) Insurance companies		☐	$
(l) Sovereign wealth funds and foreign official institutions		☐	$
(m) Corporations or other businesses not listed above		☐	$
(n) Other:		☐	$

Compensation Arrangements

E. You are compensated for your investment advisory services by (check all that apply):

- ☑ (1) A percentage of assets under your management
- ☑ (2) Hourly charges
- ☐ (3) Subscription fees (for a newsletter or periodical)
- ☑ (4) Fixed fees (other than subscription fees)
- ☐ (5) Commissions
- ☐ (6) ***Performance-based fees***
- ☐ (7) Other (specify):

Item 5 Information About Your Advisory Business - Regulatory Assets Under Management

Regulatory Assets Under Management

	Yes	No
F. (1) Do you provide continuous and regular supervisory or management services to securities portfolios?	◉	○

(2) If yes, what is the amount of your regulatory assets under management and total number of accounts?

		U.S. Dollar Amount		Total Number of Accounts
Discretionary:	(a)	$ 49,023,839,610	(d)	572
Non-Discretionary:	(b)	$ 15,103,488,788	(e)	231
Total:	(c)	$ 64,127,328,398	(f)	803

Part 1A Instruction 5.b. ***explains how to calculate your regulatory assets under management. You must follow these instructions carefully when completing this Item.***

(3) What is the approximate amount of your total regulatory assets under management (reported in Item 5.F.(2)(c) above) attributable to ***clients*** who are non-***United States persons***?

$ 0

Item 5 Information About Your Advisory Business - Advisory Activities

Advisory Activities

G. What type(s) of advisory services do you provide? Check all that apply.

- ☐ (1) Financial planning services
- ☐ (2) Portfolio management for individuals and/or small businesses
- ☐ (3) Portfolio management for investment companies (as well as "business development companies" that have made an election pursuant to section 54 of the Investment Company Act of 1940)
- ☑ (4) Portfolio management for pooled investment vehicles (other than investment companies)
- ☑ (5) Portfolio management for businesses (other than small businesses) or institutional ***clients*** (other than registered investment companies and other pooled investment vehicles)
- ☐ (6) Pension consulting services
- ☐ (7) Selection of other advisers (including ***private fund*** managers)
- ☐ (8) Publication of periodicals or newsletters
- ☐ (9) Security ratings or pricing services
- ☐ (10) Market timing services
- ☑ (11) Educational seminars/workshops
- ☑ (12) Other(specify): CASH MANAGEMENT SERVICES, CASH FLOW ANALYSIS AND ALLOCATION, BANK AND CUSTODIAL REQUEST FOR PROPOSAL CONSULTING

Do not check Item 5.G.(3) unless you provide advisory services pursuant to an investment advisory contract to an investment company registered under the Investment Company Act of 1940, including as a subadviser. If you check Item 5.G.(3), report the 811 or 814 number of the investment company or investment companies to which you provide advice in Section 5.G.(3) of Schedule D.

H. If you provide financial planning services, to how many ***clients*** did you provide these services during your last fiscal year?

- ◉ 0
- ○ 1 - 10
- ○ 11 - 25
- ○ 26 - 50
- ○ 51 - 100
- ○ 101 - 250
- ○ 251 - 500
- ○ More than 500

If more than 500, how many?
(round to the nearest 500)

In your responses to this Item 5.H., do not include as "clients" the investors in a private fund you advise, unless you have a separate advisory relationship with those investors.

		Yes	No
I.	(1) Do you participate in a ***wrap fee program***?	○	◉

(2) If you participate in a ***wrap fee program***, what is the amount of your regulatory assets under management attributable to acting as:

(a) ***sponsor*** to a ***wrap fee program***
$

(b) portfolio manager for a ***wrap fee program***?
$

(c) ***sponsor*** to and portfolio manager for the same ***wrap fee program***?
$

If you report an amount in Item 5.I.(2)(c), do not report that amount in Item 5.I.(2)(a) or Item 5.I.(2)(b).

If you are a portfolio manager for a wrap fee program, list the names of the programs, their sponsors and related information in Section 5.I.(2) of Schedule D.

If your involvement in a wrap fee program is limited to recommending wrap fee programs to your clients, or you advise a mutual fund that is offered through a wrap fee program, do not check Item 5.I.(1) or enter any amounts in response to Item 5.I.(2).

		Yes	No
J.	(1) In response to Item 4.B. of Part 2A of Form ADV, do you indicate that you provide investment advice only with respect to limited types of investments?	◉	○
	(2) Do you report ***client*** assets in Item 4.E. of Part 2A that are computed using a different method than the method used to compute your regulatory assets under management?	○	◉

K. Separately Managed Account ***Clients***

	Yes	No
(1) Do you have regulatory assets under management attributable to ***clients*** other than those listed in Item 5.D.(3)(d)-(f) (separately managed account ***clients***)?	◉	○

If yes, complete Section 5.K.(1) of Schedule D.

(2) Do you engage in borrowing transactions on behalf of any of the separately managed account ***clients*** that you advise?	○	◉

If yes, complete Section 5.K.(2) of Schedule D.

(3) Do you engage in derivative transactions on behalf of any of the separately managed account ***clients*** that you advise?	○	◉

If yes, complete Section 5.K.(2) of Schedule D.

(4) After subtracting the amounts in Item 5.D.(3)(d)-(f) above from your total regulatory assets under management, does any custodian hold ten percent or more of this remaining amount of regulatory assets under management?	◉	○

If yes, complete Section 5.K.(3) of Schedule D for each custodian.

L. Marketing Activities

	Yes	No
(1) Do any of your ***advertisements*** include:		
(a) Performance results?	◉	○
(b) A reference to specific investment advice provided by you (as that phrase is used in rule 206(4)-1(a)(5))?	○	◉
(c) ***Testimonials*** (other than those that satisfy rule 206(4)-1(b)(4)(ii))?	○	◉
(d) ***Endorsements*** (other than those that satisfy rule 206(4)-1(b)(4)(ii))?	◉	○
(e) ***Third-party ratings***?	○	◉
(2) If you answer "yes" to L(1)(c), (d), or (e) above, do you pay or otherwise provide cash or non-cash compensation, directly or indirectly, in connection with the use of ***testimonials***, ***endorsements***, or ***third-party ratings***?	◉	○
(3) Do any of your ***advertisements*** include ***hypothetical performance*** ?	◉	○
(4) Do any of your ***advertisements*** include ***predecessor performance*** ?	○	◉

SECTION 5.G.(3) Advisers to Registered Investment Companies and Business Development Companies

No Information Filed

SECTION 5.I.(2) ***Wrap Fee Programs***

No Information Filed

SECTION 5.K.(1) Separately Managed Accounts

After subtracting the amounts reported in Item 5.D.(3)(d)-(f) from your total regulatory assets under management, indicate the approximate percentage of this remaining amount attributable to each of the following categories of assets. If the remaining amount is at least $10 billion in regulatory assets under management, complete Question (a). If the remaining amount is less than $10 billion in regulatory assets under management, complete Question (b).

Any regulatory assets under management reported in Item 5.D.(3)(d), (e), and (f) should not be reported below.

If you are a subadviser to a separately managed account, you should only provide information with respect to the portion of the account that you subadvise.

End of year refers to the date used to calculate your regulatory assets under management for purposes of your ***annual updating amendment*** . Mid-year is the date six months before the end of year date. Each column should add up to 100% and numbers should be rounded to the nearest percent.

Investments in derivatives, registered investment companies, business development companies, and pooled investment vehicles should be reported in those categories. Do not report those investments based on related or underlying portfolio assets. Cash equivalents include bank deposits, certificates of deposit, bankers' acceptances and similar bank instruments.

Some assets could be classified into more than one category or require discretion about which category applies. You may use your own internal methodologies and the conventions of your service providers in determining how to categorize assets, so long as the methodologies or conventions are consistently applied and consistent with information you report internally and to current and prospective clients. However, you should not double count assets, and your responses must be consistent with any instructions or other guidance relating to this Section.

(a)

Asset Type	Mid-year	End of year
(i) Exchange-Traded Equity Securities	0 %	0 %
(ii) Non Exchange-Traded Equity Securities	0 %	0 %
(iii) U.S. Government/Agency Bonds	69 %	68 %
(iv) U.S. State and Local Bonds	1 %	1 %
(v) ***Sovereign Bonds***	0 %	0 %
(vi) Investment Grade Corporate Bonds	21 %	25 %
(vii) Non-Investment Grade Corporate Bonds	0 %	0 %
(viii) Derivatives	0 %	0 %
(ix) Securities Issued by Registered Investment Companies or Business Development Companies	7 %	5 %
(x) Securities Issued by Pooled Investment Vehicles (other than Registered Investment Companies or Business Development Companies)	0 %	0 %
(xi) Cash and Cash Equivalents	0 %	0 %
(xii) Other	1 %	1 %

Generally describe any assets included in "Other"
SUPRANATIONAL

(b)

Asset Type	End of year
(i) Exchange-Traded Equity Securities	%
(ii) Non Exchange-Traded Equity Securities	%
(iii) U.S. Government/Agency Bonds	%
(iv) U.S. State and Local Bonds	%
(v) ***Sovereign Bonds***	%
(vi) Investment Grade Corporate Bonds	%
(vii) Non-Investment Grade Corporate Bonds	%
(viii) Derivatives	%
(ix) Securities Issued by Registered Investment Companies or Business Development Companies	%
(x) Securities Issued by Pooled Investment Vehicles (other than Registered Investment Companies or Business Development Companies)	%
(xi) Cash and Cash Equivalents	%
(xii) Other	%

Generally describe any assets included in "Other"

SECTION 5.K.(2) Separately Managed Accounts - Use of ***Borrowings***and Derivatives

☑ No information is required to be reported in this Section 5.K.(2) per the instructions of this Section 5.K.(2)

If your regulatory assets under management attributable to separately managed accounts are at least $10 billion, you should complete Question (a). If your regulatory assets under management attributable to separately managed accounts are at least $500 million but less than $10 billion, you should complete Question (b).

(a) In the table below, provide the following information regarding the separately managed accounts you advise. If you are a subadviser to a separately managed account, you should only provide information with respect to the portion of the account that you subadvise. End of year refers to the date used to calculate your regulatory assets under management for purposes of your ***annual updating amendment***. Mid-year is the date six months before the end of year date.

In column 1, indicate the regulatory assets under management attributable to separately managed accounts associated with each level of gross notional exposure. For purposes of this table, the gross notional exposure of an account is the percentage obtained by dividing (i) the sum of (a) the dollar amount of any ***borrowings*** and (b) the ***gross notional value*** of all derivatives, by (ii) the regulatory assets under management of the account.

In column 2, provide the dollar amount of ***borrowings*** for the accounts included in column 1.

In column 3, provide aggregate ***gross notional value*** of derivatives divided by the aggregate regulatory assets under management of the accounts included in column 1 with respect to each category of derivatives specified in 3(a) through (f).

You may, but are not required to, complete the table with respect to any separately managed account with regulatory assets under management of less than $10,000,000.

Any regulatory assets under management reported in Item 5.D.(3)(d), (e), and (f) should not be reported below.

(i) Mid-Year

Gross Notional Exposure	(1) Regulatory Assets Under Management	(2) ***Borrowings***	(3) Derivative Exposures					
			(a) ***Interest Rate Derivative***	(b) ***Foreign Exchange Derivative***	(c) ***Credit Derivative***	(d) ***Equity Derivative***	(e) ***Commodity Derivative***	(f) ***Other Derivative***
Less than 10%	$	$	%	%	%	%	%	%
10-149%	$	$	%	%	%	%	%	%
150% or more	$	$	%	%	%	%	%	%

Optional: Use the space below to provide a narrative description of the strategies and/or manner in which ***borrowings*** and derivatives are used in the management of the separately managed accounts that you advise.

(ii) End of Year

Gross Notional Exposure	(1) Regulatory Assets Under Management	(2) ***Borrowings***	(3) Derivative Exposures					
			(a) ***Interest Rate Derivative***	(b) ***Foreign Exchange Derivative***	(c) ***Credit Derivative***	(d) ***Equity Derivative***	(e) ***Commodity Derivative***	(f) ***Other Derivative***
Less than 10%	$	$	%	%	%	%	%	%
10-149%	$	$	%	%	%	%	%	%
150% or more	$	$	%	%	%	%	%	%

Optional: Use the space below to provide a narrative description of the strategies and/or manner in which ***borrowings*** and derivatives are used in the management of the separately managed accounts that you advise.

(b) In the table below, provide the following information regarding the separately managed accounts you advise as of the date used to calculate your regulatory assets under management for purposes of your ***annual updating amendment***. If you are a subadviser to a separately managed account, you should only provide information with respect to the portion of the account that you subadvise.

In column 1, indicate the regulatory assets under management attributable to separately managed accounts associated with each level of gross notional exposure. For purposes of this table, the gross notional exposure of an account is the percentage obtained by dividing (i) the sum of (a) the dollar amount of any ***borrowings*** and (b) the ***gross notional value*** of all derivatives, by (ii) the regulatory assets under management of the account.

In column 2, provide the dollar amount of ***borrowings*** for the accounts included in column 1.

You may, but are not required to, complete the table with respect to any separately managed accounts with regulatory assets under management of less than $10,000,000.

Any regulatory assets under management reported in Item 5.D.(3)(d), (e), and (f) should not be reported below.

Gross Notional Exposure	(1) Regulatory Assets Under Management	(2) ***Borrowings***

Less than 10%	$	$
10-149%	$	$
150% or more	$	$

Optional: Use the space below to provide a narrative description of the strategies and/or manner in which ***borrowings*** and derivatives are used in the management of the separately managed accounts that you advise.

SECTION 5.K.(3) Custodians for Separately Managed Accounts

Complete a separate Schedule D Section 5.K.(3) for each custodian that holds ten percent or more of your aggregate separately managed account regulatory assets under management.

(a) Legal name of custodian:
U.S. BANCORP

(b) Primary business name of custodian:
US BANK

(c) The location(s) of the custodian's office(s) responsible for ***custody*** of the assets :

City:	State:	Country:
CINCINNATI	Ohio	United States

Yes No

(d) Is the custodian a ***related person*** of your firm? ○ ◉

(e) If the custodian is a broker-dealer, provide its SEC registration number (if any)
-

(f) If the custodian is not a broker-dealer, or is a broker-dealer but does not have an SEC registration number, provide its ***legal entity identifier*** (if any)

(g) What amount of your regulatory assets under management attributable to separately managed accounts is held at the custodian?
$ 23,128,739,776

(a) Legal name of custodian:
PRINCIPAL CUSTODY SOLUTIONS

(b) Primary business name of custodian:
PRINCIPAL FINANCIAL GROUP

(c) The location(s) of the custodian's office(s) responsible for ***custody*** of the assets :

City:	State:	Country:
DES MOINES	Iowa	United States

Yes No

(d) Is the custodian a ***related person*** of your firm? ○ ◉

(e) If the custodian is a broker-dealer, provide its SEC registration number (if any)
-

(f) If the custodian is not a broker-dealer, or is a broker-dealer but does not have an SEC registration number, provide its ***legal entity identifier*** (if any)

(g) What amount of your regulatory assets under management attributable to separately managed accounts is held at the custodian?
$ 15,124,998,758

Item 6 Other Business Activities

In this Item, we request information about your firm's other business activities.

A. You are actively engaged in business as a (check all that apply):

- ☐ (1) broker-dealer (registered or unregistered)
- ☐ (2) registered representative of a broker-dealer
- ☐ (3) commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- ☐ (4) futures commission merchant
- ☐ (5) real estate broker, dealer, or agent
- ☐ (6) insurance broker or agent
- ☐ (7) bank (including a separately identifiable department or division of a bank)
- ☐ (8) trust company
- ☐ (9) registered municipal advisor
- ☐ (10) registered security-based swap dealer
- ☐ (11) major security-based swap participant
- ☐ (12) accountant or accounting firm
- ☐ (13) lawyer or law firm
- ☐ (14) other financial product salesperson (specify):

If you engage in other business using a name that is different from the names reported in Items 1.A. or 1.B.(1), complete Section 6.A. of Schedule D.

			Yes	No
B.	(1)	Are you actively engaged in any other business not listed in Item 6.A. (other than giving investment advice)?	○	◉
	(2)	If yes, is this other business your primary business?	○	○

If "yes," describe this other business on Section 6.B.(2) of Schedule D, and if you engage in this business under a different name, provide that name.

			Yes	No
	(3)	Do you sell products or provide services other than investment advice to your advisory ***clients***?	○	◉

If "yes," describe this other business on Section 6.B.(3) of Schedule D, and if you engage in this business under a different name, provide that name.

SECTION 6.A. Names of Your Other Businesses

No Information Filed

SECTION 6.B.(2) Description of Primary Business

Describe your primary business (not your investment advisory business):

If you engage in that business under a different name, provide that name:

SECTION 6.B.(3) Description of Other Products and Services

Describe other products or services you sell to your ***client***. You may omit products and services that you listed in Section 6.B.(2) above.

If you engage in that business under a different name, provide that name:

Item 7 Financial Industry Affiliations

In this Item, we request information about your financial industry affiliations and activities. This information identifies areas in which conflicts of interest may occur between you and your ***clients***.

A. This part of Item 7 requires you to provide information about you and your ***related persons***, including foreign affiliates. Your ***related persons*** are all of your ***advisory affiliates*** and any ***person*** that is under common ***control*** with you.

You have a ***related person*** that is a (check all that apply):

- [x] (1) broker-dealer, municipal securities dealer, or government securities broker or dealer (registered or unregistered)
- [x] (2) other investment adviser (including financial planners)
- [ ] (3) registered municipal advisor
- [ ] (4) registered security-based swap dealer
- [ ] (5) major security-based swap participant
- [x] (6) commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
- [ ] (7) futures commission merchant
- [ ] (8) banking or thrift institution
- [x] (9) trust company
- [ ] (10) accountant or accounting firm
- [ ] (11) lawyer or law firm
- [ ] (12) insurance company or agency
- [ ] (13) pension consultant
- [ ] (14) real estate broker or dealer
- [ ] (15) sponsor or syndicator of limited partnerships (or equivalent), excluding pooled investment vehicles
- [ ] (16) sponsor, general partner, managing member (or equivalent) of pooled investment vehicles

Note that Item 7.A. should not be used to disclose that some of your employees perform investment advisory functions or are registered representatives of a broker-dealer. The number of your firm's employees who perform investment advisory functions should be disclosed under Item 5.B.(1). The number of your firm's employees who are registered representatives of a broker-dealer should be disclosed under Item 5.B.(2).

Note that if you are filing an umbrella registration, you should not check Item 7.A.(2) with respect to your relying advisers, and you do not have to complete Section 7.A. in Schedule D for your relying advisers. You should complete a Schedule R for each relying adviser.

For each related person, including foreign affiliates that may not be registered or required to be registered in the United States, complete Section 7.A. of Schedule D.

You do not need to complete Section 7.A. of Schedule D for any related person if: (1) you have no business dealings with the related person in connection with advisory services you provide to your clients; (2) you do not conduct shared operations with the related person; (3) you do not refer clients or business to the related person, and the related person does not refer prospective clients or business to you; (4) you do not share supervised persons or premises with the related person; and (5) you have no reason to believe that your relationship with the related person otherwise creates a conflict of interest with your clients.

You must complete Section 7.A. of Schedule D for each related person acting as qualified custodian in connection with advisory services you provide to your clients (other than any mutual fund transfer agent pursuant to rule 206(4)-2(b)(1)), regardless of whether you have determined the related person to be operationally independent under rule 206(4)-2 of the Advisers Act.

SECTION 7.A. Financial Industry Affiliations

Complete a separate Schedule D Section 7.A. for each ***related person*** listed in Item 7.A.

1. Legal Name of ***Related Person***:
   MEEDER ASSET MANAGEMENT, INC

2. Primary Business Name of ***Related Person***:
   MEEDER ASSET MANAGEMENT, INC.

3. ***Related Person's*** SEC File Number (if any) (e.g., 801-, 8-, 866-, 802-)
   801 - 9839
   or
   Other

4. ***Related Person's***
   (a) ***CRD*** Number (if any):
   105794
   (b) CIK Number(s) (if any):
   No Information Filed

5. ***Related Person*** is: (check all that apply)
   - (a) [ ] broker-dealer, municipal securities dealer, or government securities broker or dealer
   - (b) [x] other investment adviser (including financial planners)
   - (c) [ ] registered municipal advisor
   - (d) [ ] registered security-based swap dealer
   - (e) [ ] major security-based swap participant
   - (f) [x] commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
   - (g) [ ] futures commission merchant
   - (h) [ ] banking or thrift institution

(i) ☐ trust company
(j) ☐ accountant or accounting firm
(k) ☐ lawyer or law firm
(l) ☐ insurance company or agency
(m) ☐ pension consultant
(n) ☐ real estate broker or dealer
(o) ☐ sponsor or syndicator of limited partnerships (or equivalent), excluding pooled investment vehicles
(p) ☐ sponsor, general partner, managing member (or equivalent) of pooled investment vehicles

		Yes	No
6.	Do you ***control*** or are you ***controlled*** by the ***related person***?	○	◉
7.	Are you and the ***related person*** under common ***control***?	◉	○
8. (a)	Does the ***related person*** act as a qualified custodian for your ***clients*** in connection with advisory services you provide to ***clients***?	○	◉
(b)	If you are registering or registered with the SEC and you have answered "yes," to question 8.(a) above, have you overcome the presumption that you are not operationally independent (pursuant to rule 206(4)-2(d)(5)) from the ***related person*** and thus are not required to obtain a surprise examination for your ***clients'*** funds or securities that are maintained at the ***related person***?	○	○

(c) If you have answered "yes" to question 8.(a) above, provide the location of the ***related person's*** office responsible for ***custody*** of your ***clients'*** assets:

Number and Street 1: Number and Street 2:
City: State: Country: ZIP+4/Postal Code:
If this address is a private residence, check this box: ☐

		Yes	No
9. (a)	If the ***related person*** is an investment adviser, is it exempt from registration?	○	◉
(b)	If the answer is yes, under what exemption?		
10. (a)	Is the ***related person*** registered with a ***foreign financial regulatory authority*** ?	○	◉

(b) If the answer is yes, list the name and country, in English of each ***foreign financial regulatory authority*** with which the ***related person*** is registered.

No Information Filed

11.	Do you and the ***related person*** share any ***supervised persons***?	◉	○
12.	Do you and the ***related person*** share the same physical location?	◉	○

1. Legal Name of ***Related Person***:
MEEDER DISTRIBUTION SERVICES, INC.

2. Primary Business Name of ***Related Person***:
MEEDER DISTRIBUTION SERVICES, INC.

3. ***Related Person's*** SEC File Number (if any) (e.g., 801-, 8-, 866-, 802-)
8 - 47374
or
Other

4. ***Related Person's***
(a) ***CRD*** Number (if any):
36773
(b) CIK Number(s) (if any):

No Information Filed

5. ***Related Person*** is: (check all that apply)
(a) ☑ broker-dealer, municipal securities dealer, or government securities broker or dealer
(b) ☐ other investment adviser (including financial planners)
(c) ☐ registered municipal advisor
(d) ☐ registered security-based swap dealer
(e) ☐ major security-based swap participant
(f) ☐ commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
(g) ☐ futures commission merchant
(h) ☐ banking or thrift institution
(i) ☐ trust company
(j) ☐ accountant or accounting firm
(k) ☐ lawyer or law firm
(l) ☐ insurance company or agency
(m) ☐ pension consultant
(n) ☐ real estate broker or dealer
(o) ☐ sponsor or syndicator of limited partnerships (or equivalent), excluding pooled investment vehicles
(p) ☐ sponsor, general partner, managing member (or equivalent) of pooled investment vehicles

Yes No

6. Do you ***control*** or are you ***controlled*** by the ***related person***? ○ ◉

7. Are you and the ***related person*** under common ***control***? ◉ ○

8. (a) Does the ***related person*** act as a qualified custodian for your ***clients*** in connection with advisory services you provide to ***clients***? ○ ◉

(b) If you are registering or registered with the SEC and you have answered "yes," to question 8.(a) above, have you overcome the presumption that you are not operationally independent (pursuant to rule 206(4)-2(d)(5)) from the ***related person*** and thus are not required to obtain a surprise examination for your ***clients'*** funds or securities that are maintained at the ***related person***? ○ ○

(c) If you have answered "yes" to question 8.(a) above, provide the location of the ***related person's*** office responsible for ***custody*** of your ***clients'*** assets:

Number and Street 1: Number and Street 2:
City: State: Country: ZIP+4/Postal Code:
If this address is a private residence, check this box: ☐

		Yes	No
9.	(a) If the ***related person*** is an investment adviser, is it exempt from registration?	○	○
	(b) If the answer is yes, under what exemption?		
10.	(a) Is the ***related person*** registered with a ***foreign financial regulatory authority*** ?	○	◉

(b) If the answer is yes, list the name and country, in English of each ***foreign financial regulatory authority*** with which the ***related person*** is registered.

No Information Filed

11.	Do you and the ***related person*** share any ***supervised persons***?	◉	○
12.	Do you and the ***related person*** share the same physical location?	◉	○

---

1. Legal Name of ***Related Person***:
MEEDER ADVISORY SERVICES, INC

2. Primary Business Name of ***Related Person***:
MEEDER ADVISORY SERVICES, INC.

3. ***Related Person's*** SEC File Number (if any) (e.g., 801-, 8-, 866-, 802-)
801 - 40023
or
Other

4. ***Related Person's***
(a) ***CRD*** Number (if any):
106814
(b) CIK Number(s) (if any):

No Information Filed

5. ***Related Person*** is: (check all that apply)
(a) ☐ broker-dealer, municipal securities dealer, or government securities broker or dealer
(b) ☑ other investment adviser (including financial planners)
(c) ☐ registered municipal advisor
(d) ☐ registered security-based swap dealer
(e) ☐ major security-based swap participant
(f) ☐ commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
(g) ☐ futures commission merchant
(h) ☐ banking or thrift institution
(i) ☐ trust company
(j) ☐ accountant or accounting firm
(k) ☐ lawyer or law firm
(l) ☐ insurance company or agency
(m) ☐ pension consultant
(n) ☐ real estate broker or dealer
(o) ☐ sponsor or syndicator of limited partnerships (or equivalent), excluding pooled investment vehicles
(p) ☐ sponsor, general partner, managing member (or equivalent) of pooled investment vehicles

		Yes	No
6.	Do you ***control*** or are you ***controlled*** by the ***related person***?	○	◉
7.	Are you and the ***related person*** under common ***control***?	◉	○
8.	(a) Does the ***related person*** act as a qualified custodian for your ***clients*** in connection with advisory services you provide to ***clients***?	○	◉
	(b) If you are registering or registered with the SEC and you have answered "yes," to question 8.(a) above, have you overcome the presumption that you are not operationally independent (pursuant to rule 206(4)-2(d)(5)) from the ***related person*** and thus are not required to obtain a surprise examination for your ***clients'*** funds or securities that are maintained at the ***related person***?	○	○

(c) If you have answered "yes" to question 8.(a) above, provide the location of the ***related person's*** office responsible for ***custody*** of your ***clients'*** assets:

Number and Street 1: Number and Street 2:
City: State: Country: ZIP+4/Postal Code:
If this address is a private residence, check this box: ☐

		Yes	No
9. (a)	If the ***related person*** is an investment adviser, is it exempt from registration?	○	◉
(b)	If the answer is yes, under what exemption?		
10. (a)	Is the ***related person*** registered with a ***foreign financial regulatory authority*** ?	○	◉
(b)	If the answer is yes, list the name and country, in English of each ***foreign financial regulatory authority*** with which the ***related person*** is registered. No Information Filed		
11.	Do you and the ***related person*** share any ***supervised persons***?	◉	○
12.	Do you and the ***related person*** share the same physical location?	◉	○

1. Legal Name of ***Related Person***:
MUTUAL FUNDS SERVICE COMPANY

2. Primary Business Name of ***Related Person***:
MUTUAL FUNDS SERVICE COMPANY

3. ***Related Person's*** SEC File Number (if any) (e.g., 801-, 8-, 866-, 802-)
-
or
Other
084-01441

4. ***Related Person's***
(a) ***CRD*** Number (if any):

(b) CIK Number(s) (if any):

CIK Number
796565

5. ***Related Person*** is: (check all that apply)
(a) ☐ broker-dealer, municipal securities dealer, or government securities broker or dealer
(b) ☐ other investment adviser (including financial planners)
(c) ☐ registered municipal advisor
(d) ☐ registered security-based swap dealer
(e) ☐ major security-based swap participant
(f) ☐ commodity pool operator or commodity trading advisor (whether registered or exempt from registration)
(g) ☐ futures commission merchant
(h) ☐ banking or thrift institution
(i) ☑ trust company
(j) ☐ accountant or accounting firm
(k) ☐ lawyer or law firm
(l) ☐ insurance company or agency
(m) ☐ pension consultant
(n) ☐ real estate broker or dealer
(o) ☐ sponsor or syndicator of limited partnerships (or equivalent), excluding pooled investment vehicles
(p) ☐ sponsor, general partner, managing member (or equivalent) of pooled investment vehicles

		Yes	No
6.	Do you ***control*** or are you ***controlled*** by the ***related person***?	○	◉
7.	Are you and the ***related person*** under common ***control***?	◉	○
8. (a)	Does the ***related person*** act as a qualified custodian for your ***clients*** in connection with advisory services you provide to ***clients***?	◉	○
(b)	If you are registering or registered with the SEC and you have answered "yes," to question 8.(a) above, have you overcome the presumption that you are not operationally independent (pursuant to rule 206(4)-2(d)(5)) from the ***related person*** and thus are not required to obtain a surprise examination for your ***clients'*** funds or securities that are maintained at the ***related person***?	○	◉

(c) If you have answered "yes" to question 8.(a) above, provide the location of the ***related person's*** office responsible for ***custody*** of your ***clients'*** assets:
Number and Street 1: Number and Street 2:
6125 MEMORIAL DRIVE
City: State: Country: ZIP+4/Postal Code:
DUBLIN Ohio United States 43017
If this address is a private residence, check this box: ☐

		Yes	No
9. (a)	If the ***related person*** is an investment adviser, is it exempt from registration?	○	○

(b) If the answer is yes, under what exemption?

10. (a) Is the ***related person*** registered with a ***foreign financial regulatory authority*** ? ○ ◉

(b) If the answer is yes, list the name and country, in English of each ***foreign financial regulatory authority*** with which the ***related person*** is registered.

No Information Filed

11. Do you and the ***related person*** share any ***supervised persons***? ◉ ○

12. Do you and the ***related person*** share the same physical location? ◉ ○

Item 7 ***Private Fund*** Reporting

	Yes	No
B. Are you an adviser to any ***private fund***?	○	◉

If "yes," then for each private fund that you advise, you must complete a Section 7.B.(1) of Schedule D, except in certain circumstances described in the next sentence and in Instruction 6 of the Instructions to Part 1A. If you are registered or applying for registration with the SEC or reporting as an SEC exempt reporting adviser, and another SEC-registered adviser or SEC exempt reporting adviser reports this information with respect to any such private fund in Section 7.B.(1) of Schedule D of its Form ADV (e.g., if you are a subadviser), do not complete Section 7.B.(1) of Schedule D with respect to that private fund. You must, instead, complete Section 7.B.(2) of Schedule D.

In either case, if you seek to preserve the anonymity of a private fund client by maintaining its identity in your books and records in numerical or alphabetical code, or similar designation, pursuant to rule 204-2(d), you may identify the private fund in Section 7.B.(1) or 7.B.(2) of Schedule D using the same code or designation in place of the fund's name.

SECTION 7.B.(1) ***Private Fund*** Reporting

No Information Filed

SECTION 7.B.(2) ***Private Fund*** Reporting

No Information Filed

Item 8 Participation or Interest in ***Client*** Transactions

In this Item, we request information about your participation and interest in your ***clients***' transactions. This information identifies additional areas in which conflicts of interest may occur between you and your ***clients***. Newly-formed advisers should base responses to these questions on the types of participation and interest that you expect to engage in during the next year.

Like Item 7, Item 8 requires you to provide information about you and your ***related persons***, including foreign affiliates.

Proprietary Interest in ***Client*** Transactions

		Yes	No
A.	Do you or any ***related person***:		
(1)	buy securities for yourself from advisory ***clients***, or sell securities you own to advisory ***clients*** (principal transactions)?	○	◉
(2)	buy or sell for yourself securities (other than shares of mutual funds) that you also recommend to advisory ***clients***?	○	◉
(3)	recommend securities (or other investment products) to advisory ***clients*** in which you or any ***related person*** has some other proprietary (ownership) interest (other than those mentioned in Items 8.A.(1) or (2))?	◉	○

Sales Interest in ***Client*** Transactions

		Yes	No
B.	Do you or any ***related person***:		
(1)	as a broker-dealer or registered representative of a broker-dealer, execute securities trades for brokerage customers in which advisory ***client*** securities are sold to or bought from the brokerage customer (agency cross transactions)?	○	◉
(2)	recommend to advisory ***clients***, or act as a purchaser representative for advisory ***clients*** with respect to, the purchase of securities for which you or any ***related person*** serves as underwriter or general or managing partner?	○	◉
(3)	recommend purchase or sale of securities to advisory ***clients*** for which you or any ***related person*** has any other sales interest (other than the receipt of sales commissions as a broker or registered representative of a broker-dealer)?	◉	○

Investment or Brokerage Discretion

		Yes	No
C.	Do you or any ***related person*** have ***discretionary authority*** to determine the:		
(1)	securities to be bought or sold for a ***client's*** account?	◉	○
(2)	amount of securities to be bought or sold for a ***client's*** account?	◉	○
(3)	broker or dealer to be used for a purchase or sale of securities for a ***client's*** account?	◉	○
(4)	commission rates to be paid to a broker or dealer for a ***client's*** securities transactions?	◉	○
D.	If you answer "yes" to C.(3) above, are any of the brokers or dealers ***related persons***?	○	◉
E.	Do you or any ***related person*** recommend brokers or dealers to ***clients***?	◉	○
F.	If you answer "yes" to E. above, are any of the brokers or dealers ***related persons***?	○	◉
G. (1)	Do you or any ***related person*** receive research or other products or services other than execution from a broker-dealer or a third party ("soft dollar benefits") in connection with ***client*** securities transactions?	○	◉
(2)	If "yes" to G.(1) above, are all the "soft dollar benefits" you or any ***related persons*** receive eligible "research or brokerage services" under section 28(e) of the Securities Exchange Act of 1934?	○	○
H. (1)	Do you or any ***related person***, directly or indirectly, compensate any ***person*** that is not an ***employee*** for ***client*** referrals?	◉	○
(2)	Do you or any ***related person***, directly or indirectly, provide any ***employee*** compensation that is specifically related to obtaining ***clients*** for the firm (cash or non-cash compensation in addition to the ***employee's*** regular salary)?	◉	○
I.	Do you or any ***related person***, including any ***employee***, directly or indirectly, receive compensation from any ***person*** (other than you or any ***related person***) for ***client*** referrals?	◉	○

In your response to Item 8.I., do not include the regular salary you pay to an employee.

In responding to Items 8.H. and 8.I., consider all cash and non-cash compensation that you or a related person gave to (in answering Item 8.H.) or received from (in answering Item 8.I.) any person in exchange for client referrals, including any bonus that is based, at least in part, on the number or amount of client referrals.

Item 9 Custody

In this Item, we ask you whether you or a ***related person*** has ***custody*** of ***client*** (other than ***clients*** that are investment companies registered under the Investment Company Act of 1940) assets and about your custodial practices.

		Yes	No
A. (1)	Do you have ***custody*** of any advisory ***clients'***:		
	(a) cash or bank accounts?	○	◉
	(b) securities?	○	◉

If you are registering or registered with the SEC, answer "No" to Item 9.A.(1)(a) and (b) if you have custody solely because (i) you deduct your advisory fees directly from your clients' accounts, or (ii) a related person has custody of client assets in connection with advisory services you provide to clients, but you have overcome the presumption that you are not operationally independent (pursuant to Advisers Act rule 206(4)-2(d)(5)) from the related person.

(2) If you checked "yes" to Item 9.A.(1)(a) or (b), what is the approximate amount of ***client*** funds and securities and total number of ***clients*** for which you have ***custody***:

U.S. Dollar Amount	Total Number of ***Clients***
(a) $	(b)

If you are registering or registered with the SEC and you have custody solely because you deduct your advisory fees directly from your clients' accounts, do not include the amount of those assets and the number of those clients in your response to Item 9.A.(2). If your related person has custody of client assets in connection with advisory services you provide to clients, do not include the amount of those assets and number of those clients in your response to 9.A.(2). Instead, include that information in your response to Item 9.B.(2).

		Yes	No
B. (1)	In connection with advisory services you provide to ***clients***, do any of your ***related persons*** have ***custody*** of any of your advisory ***clients'***:		
	(a) cash or bank accounts?	○	◉
	(b) securities?	◉	○

You are required to answer this item regardless of how you answered Item 9.A.(1)(a) or (b).

(2) If you checked "yes" to Item 9.B.(1)(a) or (b), what is the approximate amount of ***client*** funds and securities and total number of ***clients*** for which your ***related persons*** have ***custody***:

U.S. Dollar Amount	Total Number of ***Clients***
(a) $ 6,427,504,348	(b) 421

C. If you or your ***related persons*** have ***custody*** of ***client*** funds or securities in connection with advisory services you provide to ***clients***, check all the following that apply:

(1)	A qualified custodian(s) sends account statements at least quarterly to the investors in the pooled investment vehicle(s) you manage.	☐
(2)	An ***independent public accountant*** audits annually the pooled investment vehicle(s) that you manage and the audited financial statements are distributed to the investors in the pools.	☑
(3)	An ***independent public accountant*** conducts an annual surprise examination of ***client*** funds and securities.	☑
(4)	An ***independent public accountant*** prepares an internal control report with respect to custodial services when you or your ***related persons*** are qualified custodians for ***client*** funds and securities.	☑

If you checked Item 9.C.(2), C.(3) or C.(4), list in Section 9.C. of Schedule D the accountants that are engaged to perform the audit or examination or prepare an internal control report. (If you checked Item 9.C.(2), you do not have to list auditor information in Section 9.C. of Schedule D if you already provided this information with respect to the private funds you advise in Section 7.B.(1) of Schedule D).

		Yes	No
D.	Do you or your ***related person(s)*** act as qualified custodians for your ***clients*** in connection with advisory services you provide to ***clients***?		
(1)	you act as a qualified custodian	○	◉
(2)	your ***related person(s)*** act as qualified custodian(s)	◉	○

If you checked "yes" to Item 9.D.(2), all related persons that act as qualified custodians (other than any mutual fund transfer agent pursuant to rule 206(4)-2(b)(1)) must be identified in Section 7.A. of Schedule D, regardless of whether you have determined the related person to be operationally independent under rule 206(4)-2 of the Advisers Act.

E. If you are filing your ***annual updating amendment*** and you were subject to a surprise examination by an ***independent public accountant*** during your last fiscal year, provide the date (MM/YYYY) the examination commenced:
12/2025

F. If you or your ***related persons*** have ***custody*** of ***client*** funds or securities, how many ***persons***, including, but not limited to, you and your ***related persons,*** act as qualified custodians for your ***clients*** in connection with advisory services you provide to ***clients?***
1

SECTION 9.C. ***Independent Public Accountant***

You must complete the following information for each ***independent public accountant*** engaged to perform a surprise examination, perform an audit of a pooled investment vehicle that you manage, or prepare an internal control report. You must complete a separate Schedule D Section 9.C. for each ***independent public***

accountant.

(1) Name of the ***independent public accountant***:
CLARK SCHAEFER HACKETT

(2) The location of the ***independent public accountant's*** office responsible for the services provided:

Number and Street 1:		Number and Street 2:	
4449 EASTON WAY		SUITE 400	
City:	State:	Country:	ZIP+4/Postal Code:
COLUMBUS	Ohio	United States	43219

	Yes	No
(3) Is the ***independent public accountant*** registered with the Public Company Accounting Oversight Board?	◉	○

If "yes," Public Company Accounting Oversight Board-Assigned Number:
539

(4) If "yes" to (3) above, is the ***independent public accountant*** subject to regular inspection by the Public Company Accounting Oversight Board in accordance with its rules?	◉	○

(5) The ***independent public accountant*** is engaged to:

A. ☑ audit a pooled investment vehicle
B. ☐ perform a surprise examination of ***clients'*** assets
C. ☐ prepare an internal control report

(6) Since your last ***annual updating amendment***, did all of the reports prepared by the ***independent public accountant*** that audited the pooled investment vehicle or that examined internal controls contain unqualified opinions?

◉ Yes
○ No
○ Report Not Yet Received

If you check "Report Not Yet Received", you must promptly file an amendment to your Form ADV to update your response when the accountant's report is available.

(1) Name of the ***independent public accountant***:
COHEN & COMPANY, LTD

(2) The location of the ***independent public accountant's*** office responsible for the services provided:

Number and Street 1:		Number and Street 2:	
342 NORTH WATER STREET		SUITE 830	
City:	State:	Country:	ZIP+4/Postal Code:
MILWAUKEE	Wisconsin	United States	53202

	Yes	No
(3) Is the ***independent public accountant*** registered with the Public Company Accounting Oversight Board?	◉	○

If "yes," Public Company Accounting Oversight Board-Assigned Number:
925

(4) If "yes" to (3) above, is the ***independent public accountant*** subject to regular inspection by the Public Company Accounting Oversight Board in accordance with its rules?	◉	○

(5) The ***independent public accountant*** is engaged to:

A. ☑ audit a pooled investment vehicle
B. ☑ perform a surprise examination of ***clients'*** assets
C. ☐ prepare an internal control report

(6) Since your last ***annual updating amendment***, did all of the reports prepared by the ***independent public accountant*** that audited the pooled investment vehicle or that examined internal controls contain unqualified opinions?

◉ Yes
○ No
○ Report Not Yet Received

If you check "Report Not Yet Received", you must promptly file an amendment to your Form ADV to update your response when the accountant's report is available.

(1) Name of the ***independent public accountant***:
SCHELLMAN & COMPANY, LLC

(2) The location of the ***independent public accountant's*** office responsible for the services provided:

Number and Street 1:		Number and Street 2:	
4010 W. BOY SCOUT BLVD		SUITE 600	
City:	State:	Country:	ZIP+4/Postal Code:
TAMPA	Florida	United States	33607

	Yes	No
(3) Is the ***independent public accountant*** registered with the Public Company Accounting Oversight Board?	◉	○

If "yes," Public Company Accounting Oversight Board-Assigned Number:
2284

(4) If "yes" to (3) above, is the ***independent public accountant*** subject to regular inspection by the Public Company Accounting Oversight Board in accordance with its rules?	◉	○

(5) The ***independent public accountant*** is engaged to:

A. ☐ audit a pooled investment vehicle
B. ☐ perform a surprise examination of ***clients'*** assets
C. ☑ prepare an internal control report

(6) Since your last ***annual updating amendment***, did all of the reports prepared by the ***independent public accountant*** that audited the pooled investment vehicle or that examined internal controls contain unqualified opinions?

◉ Yes
○ No
○ Report Not Yet Received

If you check "Report Not Yet Received", you must promptly file an amendment to your Form ADV to update your response when the accountant's report is available.

Item 10 Control Persons

In this Item, we ask you to identify every ***person*** that, directly or indirectly, ***controls*** you. If you are filing an ***umbrella registration***, the information in Item 10 should be provided for the ***filing adviser*** only.

If you are submitting an initial application or report, you must complete Schedule A and Schedule B. Schedule A asks for information about your direct owners and executive officers. Schedule B asks for information about your indirect owners. If this is an amendment and you are updating information you reported on either Schedule A or Schedule B (or both) that you filed with your initial application or report, you must complete Schedule C.

		Yes	No
A.	Does any ***person*** not named in Item 1.A. or Schedules A, B, or C, directly or indirectly, ***control*** your management or policies?	○	◉

If yes, complete ***Section 10.A. of Schedule D.***

B. If any ***person*** named in Schedules A, B, or C or in Section 10.A. of Schedule D is a public reporting company under Sections 12 or 15(d) of the Securities Exchange Act of 1934, please complete Section 10.B. of Schedule D.

SECTION 10.A. ***Control Persons***

No Information Filed

SECTION 10.B. ***Control Person*** Public Reporting Companies

No Information Filed

Item 11 Disclosure Information

In this Item, we ask for information about your disciplinary history and the disciplinary history of all your ***advisory affiliates***. We use this information to determine whether to grant your application for registration, to decide whether to revoke your registration or to place limitations on your activities as an investment adviser, and to identify potential problem areas to focus on during our on-site examinations. One event may result in "yes" answers to more than one of the questions below. In accordance with General Instruction 5 to Form ADV, "you" and "your" include the ***filing adviser*** and all ***relying advisers*** under an ***umbrella registration***.

Your ***advisory affiliates*** are: (1) all of your current ***employees*** (other than ***employees*** performing only clerical, administrative, support or similar functions); (2) all of your officers, partners, or directors (or any ***person*** performing similar functions); and (3) all ***persons*** directly or indirectly ***controlling*** you or ***controlled*** by you. If you are a "separately identifiable department or division" (SID) of a bank, see the Glossary of Terms to determine who your ***advisory affiliates*** are.

If you are registered or registering with the SEC or if you are an exempt reporting adviser, you may limit your disclosure of any event listed in Item 11 to ten years following the date of the event. If you are registered or registering with a state, you must respond to the questions as posed; you may, therefore, limit your disclosure to ten years following the date of an event only in responding to Items 11.A.(1), 11.A.(2), 11.B.(1), 11.B.(2), 11.D.(4), and 11.H.(1)(a). For purposes of calculating this ten-year period, the date of an event is the date the final order, judgment, or decree was entered, or the date any rights of appeal from preliminary orders, judgments, or decrees lapsed.

You must complete the appropriate Disclosure Reporting Page ("DRP") for "yes" answers to the questions in this Item 11.

	Yes	No
Do any of the events below involve you or any of your ***supervised persons***?	○	◉

For "yes" answers to the following questions, complete a Criminal Action DRP:

		Yes	No
A.	In the past ten years, have you or any ***advisory affiliate***:		
	(1) been convicted of or pled guilty or nolo contendere ("no contest") in a domestic, foreign, or military court to any ***felony***?	○	◉
	(2) been ***charged*** with any ***felony***?	○	◉

If you are registered or registering with the SEC, or if you are reporting as an exempt reporting adviser, you may limit your response to Item 11.A.(2) to charges that are currently pending.

B.	In the past ten years, have you or any ***advisory affiliate***:		
	(1) been convicted of or pled guilty or nolo contendere ("no contest") in a domestic, foreign, or military court to a ***misdemeanor*** involving: investments or an ***investment-related*** business, or any fraud, false statements, or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses?	○	◉
	(2) been ***charged*** with a ***misdemeanor*** listed in Item 11.B.(1)?	○	◉

If you are registered or registering with the SEC, or if you are reporting as an exempt reporting adviser, you may limit your response to Item 11.B.(2) to charges that are currently pending.

For "yes" answers to the following questions, complete a Regulatory Action DRP:

		Yes	No
C.	Has the SEC or the Commodity Futures Trading Commission (CFTC) ever:		
	(1) ***found*** you or any ***advisory affiliate*** to have made a false statement or omission?	○	◉
	(2) ***found*** you or any ***advisory affiliate*** to have been ***involved*** in a violation of SEC or CFTC regulations or statutes?	○	◉
	(3) ***found*** you or any ***advisory affiliate*** to have been a cause of an ***investment-related*** business having its authorization to do business denied, suspended, revoked, or restricted?	○	◉
	(4) entered an ***order*** against you or any ***advisory affiliate*** in connection with ***investment-related*** activity?	○	◉
	(5) imposed a civil money penalty on you or any ***advisory affiliate***, or ***ordered*** you or any ***advisory affiliate*** to cease and desist from any activity?	○	◉
D.	Has any other federal regulatory agency, any state regulatory agency, or any ***foreign financial regulatory authority***:		
	(1) ever ***found*** you or any ***advisory affiliate*** to have made a false statement or omission, or been dishonest, unfair, or unethical?	○	◉
	(2) ever ***found*** you or any ***advisory affiliate*** to have been ***involved*** in a violation of ***investment-related*** regulations or statutes?	○	◉
	(3) ever ***found*** you or any ***advisory affiliate*** to have been a cause of an ***investment-related*** business having its authorization to do business denied, suspended, revoked, or restricted?	○	◉
	(4) in the past ten years, entered an ***order*** against you or any ***advisory affiliate*** in connection with an ***investment-related*** activity?	○	◉
	(5) ever denied, suspended, or revoked your or any ***advisory affiliate's*** registration or license, or otherwise prevented you or any ***advisory affiliate***, by ***order***, from associating with an ***investment-related*** business or restricted your or any ***advisory affiliate's*** activity?	○	◉
E.	Has any ***self-regulatory organization*** or commodities exchange ever:		
	(1) ***found*** you or any ***advisory affiliate*** to have made a false statement or omission?	○	◉
	(2) ***found*** you or any ***advisory affiliate*** to have been ***involved*** in a violation of its rules (other than a violation designated as a "***minor rule violation***" under a plan approved by the SEC)?	○	◉
	(3) ***found*** you or any ***advisory affiliate*** to have been the cause of an ***investment-related*** business having its authorization to do business denied, suspended, revoked, or restricted?	○	◉
	(4) disciplined you or any ***advisory affiliate*** by expelling or suspending you or the ***advisory affiliate*** from membership, barring or suspending you or the ***advisory affiliate*** from association with other members, or otherwise restricting your or the ***advisory affiliate's*** activities?	○	◉
F.	Has an authorization to act as an attorney, accountant, or federal contractor granted to you or any ***advisory affiliate*** ever been revoked or suspended?	○	◉
G.	Are you or any ***advisory affiliate*** now the subject of any regulatory ***proceeding*** that could result in a "yes" answer to any part of Item 11.C., 11.D., or 11.E.?	○	◉

For "yes" answers to the following questions, complete a Civil Judicial Action DRP:

		Yes	No
H. (1)	Has any domestic or foreign court:		
(a)	in the past ten years, ***enjoined*** you or any ***advisory affiliate*** in connection with any ***investment-related*** activity?	○	◉
(b)	ever ***found*** that you or any ***advisory affiliate*** were ***involved*** in a violation of ***investment-related*** statutes or regulations?	○	◉
(c)	ever dismissed, pursuant to a settlement agreement, an ***investment-related*** civil action brought against you or any ***advisory affiliate*** by a state or ***foreign financial regulatory authority***?	○	◉
(2)	Are you or any ***advisory affiliate*** now the subject of any civil ***proceeding*** that could result in a "yes" answer to any part of Item 11.H.(1)?	○	◉

Item 12 Small Businesses

The SEC is required by the Regulatory Flexibility Act to consider the effect of its regulations on small entities. In order to do this, we need to determine whether you meet the definition of "small business" or "small organization" under rule 0-7.

Answer this Item 12 only if you are registered or registering with the SEC and you indicated in response to Item 5.F.(2)(c) that you have regulatory assets under management of less than $25 million. You are not required to answer this Item 12 if you are filing for initial registration as a state adviser, amending a current state registration, or switching from SEC to state registration.

For purposes of this Item 12 only:

- Total Assets refers to the total assets of a firm, rather than the assets managed on behalf of ***clients***. In determining your or another ***person's*** total assets, you may use the total assets shown on a current balance sheet (but use total assets reported on a consolidated balance sheet with subsidiaries included, if that amount is larger).
- ***Control*** means the power to direct or cause the direction of the management or policies of a ***person***, whether through ownership of securities, by contract, or otherwise. Any ***person*** that directly or indirectly has the right to vote 25 percent or more of the voting securities, or is entitled to 25 percent or more of the profits, of another ***person*** is presumed to ***control*** the other ***person***.

	Yes	No
A. Did you have total assets of $5 million or more on the last day of your most recent fiscal year?	○	○

If "yes," you do not need to answer Items 12.B. and 12.C.

B. Do you:		
(1) ***control*** another investment adviser that had regulatory assets under management (calculated in response to Item 5.F.(2)(c) of Form ADV) of $25 million or more on the last day of its most recent fiscal year?	○	○
(2) ***control*** another ***person*** (other than a natural person) that had total assets of $5 million or more on the last day of its most recent fiscal year?	○	○
C. Are you:		
(1) ***controlled*** by or under common ***control*** with another investment adviser that had regulatory assets under management (calculated in response to Item 5.F.(2)(c) of Form ADV) of $25 million or more on the last day of its most recent fiscal year?	○	○
(2) ***controlled*** by or under common ***control*** with another ***person*** (other than a natural person) that had total assets of $5 million or more on the last day of its most recent fiscal year?	○	○

Schedule A

Direct Owners and Executive Officers

1. Complete Schedule A only if you are submitting an initial application or report. Schedule A asks for information about your direct owners and executive officers. Use Schedule C to amend this information.
2. Direct Owners and Executive Officers. List below the names of:
   (a) each Chief Executive Officer, Chief Financial Officer, Chief Operations Officer, Chief Legal Officer, Chief Compliance Officer(Chief Compliance Officer is required if you are registered or applying for registration and cannot be more than one individual), director, and any other individuals with similar status or functions;
   (b) if you are organized as a corporation, each shareholder that is a direct owner of 5% or more of a class of your voting securities, unless you are a public reporting company (a company subject to Section 12 or 15(d) of the Exchange Act);
   Direct owners include any ***person*** that owns, beneficially owns, has the right to vote, or has the power to sell or direct the sale of, 5% or more of a class of your voting securities. For purposes of this Schedule, a ***person*** beneficially owns any securities: (i) owned by his/her child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, sharing the same residence; or (ii) that he/she has the right to acquire, within 60 days, through the exercise of any option, warrant, or right to purchase the security.
   (c) if you are organized as a partnership, all general partners and those limited and special partners that have the right to receive upon dissolution, or have contributed, 5% or more of your capital;
   (d) in the case of a trust that directly owns 5% or more of a class of your voting securities, or that has the right to receive upon dissolution, or has contributed, 5% or more of your capital, the trust and each trustee; and
   (e) if you are organized as a limited liability company ("LLC"), (i) those members that have the right to receive upon dissolution, or have contributed, 5% or more of your capital, and (ii) if managed by elected managers, all elected managers.
3. Do you have any indirect owners to be reported on Schedule B? (•) Yes ( ) No
4. In the DE/FE/I column below, enter "DE" if the owner is a domestic entity, "FE" if the owner is an entity incorporated or domiciled in a foreign country, or "I" if the owner or executive officer is an individual.
5. Complete the Title or Status column by entering board/management titles; status as partner, trustee, sole proprietor, elected manager, shareholder, or member; and for shareholders or members, the class of securities owned (if more than one is issued).
6. Ownership codes are: NA - less than 5% B - 10% but less than 25% D - 50% but less than 75%
   A - 5% but less than 10% C - 25% but less than 50% E - 75% or more
7. (a) In the ***Control Person*** column, enter "Yes" if the ***person*** has ***control*** as defined in the Glossary of Terms to Form ADV, and enter "No" if the ***person*** does not have ***control***. Note that under this definition, most executive officers and all 25% owners, general partners, elected managers, and trustees are ***control persons***.
   (b) In the PR column, enter "PR" if the owner is a public reporting company under Sections 12 or 15(d) of the Exchange Act.
   (c) Complete each column.

FULL LEGAL NAME (Individuals: Last Name, First Name, Middle Name)	DE/FE/I	Title or Status	Date Title or Status Acquired MM/YYYY	Ownership Code	***Control Person***	PR	***CRD*** No. If None: S.S. No. and Date of Birth, IRS Tax No. or Employer ID No.
MEEDER, ROBERT, SHERMAN (JR)	I	CHIEF EXECUTIVE OFFICER	11/2013	NA	Y	N	2867295
MEEDER INVESTMENT MANAGEMENT, INC.	DE	PARENT CORPORATION	11/2013	E	Y	N	31-1188077
MCCABE, TIMOTHY, NEIL	I	CHIEF LEGAL OFFICER	09/2015	NA	N	N	5960808
NESS, ADAM, SCOTT	I	CHIEF OPERATING OFFICER	10/2017	NA	Y	N	3083419
HEADINGS, JASON, DALE	I	SENIOR VICE PRESIDENT	01/2015	NA	Y	N	4815749
KIPP, BRANDON, RAYMOND	I	CHIEF COMPLIANCE OFFICER	01/2024	NA	N	N	6319686
AZOFF, JONATHAN, HARRY	I	SENIOR VICE PRESIDENT	07/2023	NA	Y	N	7894781
BOWERSOX, MATTHEW, CHRISTIAN	I	CHIEF FINANCIAL OFFICER	11/2024	NA	Y	N	8021107

Schedule B

Indirect Owners

1. Complete Schedule B only if you are submitting an initial application or report. Schedule B asks for information about your indirect owners; you must first complete Schedule A, which asks for information about your direct owners. Use Schedule C to amend this information.
2. Indirect Owners. With respect to each owner listed on Schedule A (except individual owners), list below:
   (a) in the case of an owner that is a corporation, each of its shareholders that beneficially owns, has the right to vote, or has the power to sell or direct the sale of, 25% or more of a class of a voting security of that corporation;

   For purposes of this Schedule, a ***person*** beneficially owns any securities: (i) owned by his/her child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, sharing the same residence; or (ii) that he/she has the right to acquire, within 60 days, through the exercise of any option, warrant, or right to purchase the security.

   (b) in the case of an owner that is a partnership, all general partners and those limited and special partners that have the right to receive upon dissolution, or have contributed, 25% or more of the partnership's capital;

   (c) in the case of an owner that is a trust, the trust and each trustee; and

   (d) in the case of an owner that is a limited liability company ("LLC"), (i) those members that have the right to receive upon dissolution, or have contributed, 25% or more of the LLC's capital, and (ii) if managed by elected managers, all elected managers.
3. Continue up the chain of ownership listing all 25% owners at each level. Once a public reporting company (a company subject to Sections 12 or 15(d) of the Exchange Act) is reached, no further ownership information need be given.
4. In the DE/FE/I column below, enter "DE" if the owner is a domestic entity, "FE" if the owner is an entity incorporated or domiciled in a foreign country, or "I" if the owner is an individual.
5. Complete the Status column by entering the owner's status as partner, trustee, elected manager, shareholder, or member; and for shareholders or members, the class of securities owned (if more than one is issued).
6. Ownership codes are: C - 25% but less than 50% E - 75% or more
   D - 50% but less than 75% F - Other (general partner, trustee, or elected manager)
7. (a) In the ***Control Person*** column, enter "Yes" if the ***person*** has ***control*** as defined in the Glossary of Terms to Form ADV, and enter "No" if the ***person*** does not have ***control***. Note that under this definition, most executive officers and all 25% owners, general partners, elected managers, and trustees are ***control persons***.
   (b) In the PR column, enter "PR" if the owner is a public reporting company under Sections 12 or 15(d) of the Exchange Act.
   (c) Complete each column.

FULL LEGAL NAME (Individuals: Last Name, First Name, Middle Name)	DE/FE/I	Entity in Which Interest is Owned	Status	Date Status Acquired MM/YYYY	Ownership Code	***Control Person***	PR	***CRD*** No. If None: S.S. No. and Date of Birth, IRS Tax No. or Employer ID No.
ROBERT S. MEEDER, JR. RESTATED TRUST, U/T/A DATED MAY 22, 2018, AS AMENDED	DE	MEEDER INVESTMENT MANAGEMENT, INC.	TRUST	05/1993	E	Y	N	39-6866482
MEEDER, ROBERT, SHERMAN (JR)	I	ROBERT S. MEEDER, JR. RESTATED TRUST, U/T/A DATED MAY 22, 2018, AS AMENDED	TRUSTEE	05/1993	E	Y	N	2867295

Schedule D - Miscellaneous
You may use the space below to explain a response to an Item or to provide any other information.

Schedule R

No Information Filed

DRP Pages

CRIMINAL DISCLOSURE REPORTING PAGE (ADV)

No Information Filed

REGULATORY ACTION DISCLOSURE REPORTING PAGE (ADV)

No Information Filed

CIVIL JUDICIAL ACTION DISCLOSURE REPORTING PAGE (ADV)

No Information Filed

Part 2

Exemption from brochure delivery requirements for SEC-registered advisers

SEC rules exempt SEC-registered advisers from delivering a firm brochure to some kinds of clients. If these exemptions excuse you from delivering a brochure to ***all*** of your advisory clients, you do not have to prepare a brochure.

	Yes	No
Are you exempt from delivering a brochure to all of your clients under these rules?	○	◉

If no, complete the ADV Part 2 filing below.

Amend, retire or file new brochures:

Brochure ID	Brochure Name	Brochure Type(s)
412009	MEEDER PUBLIC FUNDS, INC. - 2025 BROCHURE	Government/municipal, Private funds or pools

Part 3

CRS	Type(s)	Affiliate Info	Retire

There are no CRS filings to display.

Execution Pages

DOMESTIC INVESTMENT ADVISER EXECUTION PAGE

You must complete the following Execution Page to Form ADV. This execution page must be signed and attached to your initial submission of Form ADV to the SEC and all amendments.

Appointment of Agent for Service of Process

By signing this Form ADV Execution Page, you, the undersigned adviser, irrevocably appoint the Secretary of State or other legally designated officer, of the state in which you maintain your ***principal office and place of business*** and any other state in which you are submitting a ***notice filing***, as your agents to receive service, and agree that such ***persons*** may accept service on your behalf, of any notice, subpoena, summons, ***order*** instituting ***proceedings***, demand for arbitration, or other process or papers, and you further agree that such service may be made by registered or certified mail, in any federal or state action, administrative ***proceeding*** or arbitration brought against you in any place subject to the jurisdiction of the United States, if the action, ***proceeding***, or arbitration (a) arises out of any activity in connection with your investment advisory business that is subject to the jurisdiction of the United States, and (b) is ***founded***, directly or indirectly, upon the provisions of: (i) the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, or any rule or regulation under any of these acts, or (ii) the laws of the state in which you maintain your ***principal office and place of business*** or of any state in which you are submitting a ***notice filing***.

Signature

I, the undersigned, sign this Form ADV on behalf of, and with the authority of, the investment adviser. The investment adviser and I both certify, under penalty of perjury under the laws of the United States of America, that the information and statements made in this ADV, including exhibits and any other information submitted, are true and correct, and that I am signing this Form ADV Execution Page as a free and voluntary act.

I certify that the adviser's books and records will be preserved and available for inspection as required by law. Finally, I authorize any ***person*** having ***custody*** or possession of these books and records to make them available to federal and state regulatory representatives.

Signature: BRANDON KIPP	Date: MM/DD/YYYY 02/20/2026
Printed Name: BRANDON KIPP	Title: CHIEF COMPLIANCE OFFICER
Adviser ***CRD*** Number: 106816	

NON-RESIDENT INVESTMENT ADVISER EXECUTION PAGE

You must complete the following Execution Page to Form ADV. This execution page must be signed and attached to your initial submission of Form ADV to the SEC and all amendments.

1. Appointment of Agent for Service of Process

By signing this Form ADV Execution Page, you, the undersigned adviser, irrevocably appoint each of the Secretary of the SEC, and the Secretary of State or other legally designated officer, of any other state in which you are submitting a ***notice filing***, as your agents to receive service, and agree that such persons may accept service on your behalf, of any notice, subpoena, summons, ***order*** instituting ***proceedings***, demand for arbitration, or other process or papers, and you further agree that such service may be made by registered or certified mail, in any federal or state action, administrative ***proceeding*** or arbitration brought against you in any place subject to the jurisdiction of the United States, if the action, ***proceeding*** or arbitration (a) arises out of any activity in connection with your investment advisory business that is subject to the jurisdiction of the United States, and (b) is ***founded***, directly or indirectly, upon the provisions of: (i) the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, or any rule or regulation under any of these acts, or (ii) the laws of any state in which you are submitting a ***notice filing***.

2. Appointment and Consent: Effect on Partnerships

If you are organized as a partnership, this irrevocable power of attorney and consent to service of process will continue in effect if any partner withdraws from or is admitted to the partnership, provided that the admission or withdrawal does not create a new partnership. If the partnership dissolves, this irrevocable power of attorney and consent shall be in effect for any action brought against you or any of your former partners.

3. ***Non-Resident*** Investment Adviser Undertaking Regarding Books and Records

By signing this Form ADV, you also agree to provide, at your own expense, to the U.S. Securities and Exchange Commission at its principal office in Washington D.C., at any Regional or District Office of the Commission, or at any one of its offices in the United States, as specified by the Commission, correct, current, and complete copies of any or all records that you are required to maintain under Rule 204-2 under the Investment Advisers Act of 1940. This undertaking shall be binding upon you, your heirs, successors and assigns, and any ***person*** subject to your written irrevocable consents or powers of attorney or any of your general partners and ***managing agents***.

Signature

I, the undersigned, sign this Form ADV on behalf of, and with the authority of, the ***non-resident*** investment adviser. The investment adviser and I both certify, under penalty of perjury under the laws of the United States of America, that the information and statements made in this ADV, including exhibits and any other information submitted, are true and correct, and that I am signing this Form ADV Execution Page as a free and voluntary act.

I certify that the adviser's books and records will be preserved and available for inspection as required by law. Finally, I authorize any ***person*** having ***custody*** or possession of these books and records to make them available to federal and state regulatory representatives.

Signature:	Date: MM/DD/YYYY
Printed Name:	Title:

Adviser ***CRD*** Number:
106816

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Meeder Public Funds, Inc.

ADVISORY SERVICES BROCHURE
FORM ADV PART 2A

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

April 2, 2026

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 Public Funds, 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 February 20, 2026.

- **Item 4 – Advisory Business.** This section was updated to include services provided to Private Funds.
- **Item 14 – Client Referrals and Other Compensation**. This section was updated to include disclosure of a shareholder servicing arrangement for money market funds made available to Clients outside their investment advisory accounts.

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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 owner is Robert Meeder, Jr. All affiliates of MIM are located at 6125 Memorial Drive, Dublin, Ohio 43017 and share employees.

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

As of December 31, 2025, MPF's regulatory assets under management were $64,127,328,398, of which $49,023,839,610 was managed on a discretionary basis and $15,103,488,788 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; as well as other institutional entities ("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 strategic advice or consultation but does not have the authority to effectuate trades.

SEPARATELY MANAGED ACCOUNTS

MPF provides separately managed account services to Clients on a discretionary or non-discretionary basis. MPF provides Clients with investment advice regarding the purchase or sale of fixed income securities, including U.S. Government securities, agencies, commercial paper, banker's acceptances, corporate bonds, municipal debt, and money market funds. MPF may also recommend a local government investment pool or other bank deposit programs or products for a Clients cash management needs.

MPF also provides investment advice to Clients with multi-asset class mandates regarding the purchase or sale of common stocks, mutual funds or exchange-traded funds (the "Equity Allocation"). MPF, through the use of an affiliated sub-adviser, MAS, constructs and manages Equity Allocation sleeves for clients with a multi-asset class mandate.

MPF tailors its services to its 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, Clients may impose reasonable restrictions on the types or quantities of securities held in a Clients account.

CONSULTING SERVICES

MPF offers non-discretionary consulting services to 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 MPF.

LOCAL GOVERNMENT INVESTMENT POOLS

MPF provides discretionary and non-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. Each LGIP is overseen by an authorized governing board or state treasurer. MPF or its affiliates may also provide other services to LGIP clients, including administrative, marketing, transfer agency and fund accounting services. MPF currently provides services to the following LGIPs: State Treasury Asset Reserve of Ohio (STAR Ohio); Illinois Metropolitan Investment Fund (IMET); Texas Connect; Nevada Local Government Pooled Investment Fund; and Idaho Local Government Investment Pool.

PRIVATE FUNDS

MPF provides discretionary investment advisory services to private funds which are pooled investment vehicles offered to "accredited investors" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended, and "qualified purchasers" as defined under Section 2(a)(51) of the Investment Company Act of 1940 as amended.

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

Separately managed accounts may be charged an annual asset-based fee of up to 20 basis points (0.20%). The fee rate may be substantially lower and is 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 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 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. Clients may authorize their custodian to directly debit the fee from assets held in the custodial account or elect to be billed by invoice. Where an affiliated sub-adviser is engaged to manage an Equity Allocation, MPF will charge an agreed asset-based fee for this portion of the account and clients will incur no additional fees for the services of the sub-adviser.

The fees charged by MPF for investment advisory services to LGIPs and private funds are typically based on a percentage of assets under management. Fees are negotiable and vary depending on a variety of factors, including the type of LGIP or private fund and the nature of the services being offered.

Other Fees and Expenses

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.

Additional Information and Fees and Compensation

REPRESENTATIVE COMPENSATION

MPF representatives typically earn a salary and may receive a year-end bonus dependent on a series of factors including firm revenue, 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.

OTHER COMPENSATION

Some investment adviser representatives of MPF are also registered representatives of an affiliated brokerage firm, Meeder Distribution Services, Inc. ("MDS"). MPF does not direct brokerage order flow to MDS and its representatives do not receive commissions on the sale of securities purchased in advisory accounts. However, dually registered investment adviser representatives are eligible to receive compensation for the sale of securities, including commissions, distribution or service fees from the sale of securities outside advisory accounts, when acting in the capacity of registered representatives of MDS. The practice of accepting commissions for the sale of securities presents a conflict of interest that may give the representative an incentive to recommend investment products based on the compensation received.

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 and multi-asset investment advisory services to Clients, including counties, cities, school districts, villages, townships, universities, special districts, libraries, state agencies; as well as other institutional entities. MPF also provides discretionary and non-discretionary investment advisory services to local government investment pools and private funds.

There are no minimum investment amounts required for establishing a separately managed account or private fund account. Each local government investment pools may establish their own account minimums.

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. Where applicable, MPF utilizes a sub-adviser to provide Equity Allocations for Clients that permit equity strategies within their 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 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.

For multi-asset class allocation portfolios, MPF, through a sub-adviser, will additionally allocate assets across mutual funds, ETFs and common stocks. The sub-adviser designs and implements an asset allocation strategy for the Public Client and allocates assets across equity investments in accordance with its quantitative investment analysis which evaluates securities by analyzing large amounts of data through the use on quantitative models.

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 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:

Asset Allocation Risk. Some strategies may rely upon allocation of assets among different asset classes to achieve their investment objectives through diversification. If asset classes perform differently than expected, the portfolio or account may perform worse than a non-diversified portfolio or account.

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.

Exchange Traded Funds Risk. Strategies may utilize exchange traded funds ("ETF"), which may not be able to exactly replicate the performance of the indices they track. An ETF may trade at a discount or premium to its net asset value.

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.

Income Risk. Some strategies are designed to generate yield or income on securities held in the portfolio, which may be generated from income or principal growth. Changes in interest rates, dividend policies, or economic conditions could make it difficult for a portfolio to generate a predictable level of income and expose the portfolio to principal risk in the event available yields are inadequate to meet income objectives.

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.

Investment Company Risk. Some portfolios are comprised of mutual funds and the value of the portfolio will fluctuate in response to the performance of the underlying fund. Mutual funds also generate taxable capital gains distributions to a greater extent than would be the case for a direct investment in equities held by the fund.

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”) and Mutual Funds Service Company (“MFSCo”). MPF, MAM and MAS share facilities, resources and employees performing investment advisory functions. 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.

MAS is a registered investment adviser that offers investment strategist and portfolio management services to independent broker-dealers, investment advisers, and other financial intermediaries. . For MPF clients with multi-asset class portfolios, MAS serves as a sub-adviser for the Equity Allocation of these accounts. 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 and Texas Connect. 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.

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 MPF'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 MPF'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 MPF's clients, which may pose a potential conflict of interest. MPF 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 who have 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 the use of local government investment pools to its 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 programs we sponsor or recommend, use of these programs presents a conflict of interest. MPF fully discloses this relationship and the terms and conditions of each program to its Clients before recommending a local government investment pool to which it provides services. MPF will not exercise discretion to select a local government investment pool for a Public Client account.

Where available, MPF may recommend the use of the Meeder Government Money Market Fund ("Fund") for sweep or cash management purposes to its Clients. Affiliates of MPF provide investment advisory, administration, distribution and transfer agency services to the Meeder Funds. Because MPF's affiliates earn advisory, transfer agency and administration fees for management of the Fund, recommendation of the Fund presents a conflict of interest. MPF fully discloses this relationship to its Clients before recommending the Fund. The Fund's prospectus contains additional information about the Fund, including investment policies, fees and other information. The Fund may not be the lowest fee sweep vehicle option available. MPF will not exercise discretion to select a sweep vehicle for a Public Client and clients may select any available fund for sweep purposes.

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 Clients. When selecting broker-dealers, MPF does not consider whether MPF or an affiliate receives Public Client referrals from the broker-dealer.

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. MPF 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 Clients with written periodic investment reports summarizing holdings information. In addition, MPF may

provide additional forms of reporting to Clients as agreed by MPF and the client. 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 MPF. 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.

MPF provides shareholder servicing for one or more third-party money market funds made available to Clients outside their investment advisory account. MPF receives ongoing shareholder servicing fees for managing shareholder communications, distributing prospectuses and processing transactions in the fund. These arrangements present a conflict of interest because MPF has an incentive to make these products available and to recommend the use of these funds to its Clients.

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 Clients, MPF will make recommendations that must be authorized by the Public Client prior to execution of the transaction. For discretionary 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.

For clients with multi-asset class portfolios, MPF may be granted authority by the client to select an affiliated investment adviser, MAS, as investment manager for the Equity Allocation of the account subject to the client's investment mandate and restrictions.

ITEM 17 – VOTING CLIENT SECURITIES

MPF does not accept or have the authority to vote Public Client securities. Clients will receive their proxies or other solicitations directly from their custodian or transfer agent. 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.

Meeder Public Funds, Inc.

FORM ADV PART 2B BROCHURE SUPPLEMENT

April 2, 2026

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 Public Funds, Inc. You should have received a copy of that brochure. Please contact your Advisor or Meeder Public Funds, 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, OH 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 or her activities and client recommendations.

Supervisor: Bob Meeder, Chief Executive Officer
Telephone: (614) 766-7000

Investment Team

6125 Memorial Drive, Dublin, OH 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

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 or her activities and client recommendations.

Supervisor: Bob Meeder, Chief Executive Officer
Telephone: (614) 766-7000

Investment Team

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

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

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

Educational Background

Brigham Young University, B.S., Finance
University of Utah, M.A., Business Administration

Business Experience

12/2023 – Present	Meeder Investment Management, SVP & 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 is an officer of the Government Investment Officers Association, a non-profit organization that provides education and professional development for investment officers in state and local governments. This organization and its educational activities are separate and distinct from the Firm's investment advisory services.

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 Headings
Telephone: (614) 766-7000

Investment Team

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

Paulina Woo (b. 1981), Managing Director

Educational Background

University of Texas at Austin, B.A. Ancient History and History
University of California, Berkeley, M.A. History

Business Experience

09/2025 – Present	Meeder Investment Management, Managing Director
01/2024 – 09/2025	Western Alliance Bank, Senior Director, Treasury Management
05/2007 – 02/2023	PFM Asset Management LLC, Director

Professional Designations

None

Disciplinary Information

The Adviser has no legal or disciplinary events to disclose.

Other Investment-Related Business Activities

The Adviser is a registered representative of Meeder Distribution Services, Inc, an affiliated broker-dealer. When acting in the capacity of a registered representative, the Adviser is eligible to receive commissions for the sale of securities, including mutual funds, money market funds, and local government investment pools. 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.

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 Headings
Telephone: (614) 766-7000

MEEDER

Investment Team

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

40 North 100 East, Farmington, UT 84025

Jason Williams (b. 1975), Managing Director

Educational Background

Brigham Young University, B.S., Political Science
University of New Hampshire, MBA, Business Administration

Business Experience

04/2026 – Present	Meeder Investment Management, Managing Director, Advisory Services
03/2012 – 04/2026	Moreton Asset Management, President and Managing Director

Professional Designations

None

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 Headings
Telephone: (614) 766-7000

Investment Team

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

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.

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

Investment Team

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

Nick Vaccari (b. 1986), Regional 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, 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 is a registered representative of Meeder Distribution Services, Inc, an affiliated broker-dealer. When acting in the capacity of a registered representative, the Adviser is eligible to receive commissions for the sale of securities, including mutual funds, money market funds, and local government investment pools. 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.

Other Business Activities
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Additional Compensation
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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 Headings
Telephone: (614) 766-7000

Investment Team

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

David Shechtman (b.1993), Director, Advisory Services

Educational Background
University of Texas at Dallas, B.S. Finance

Business Experience

01/2026 – Present	Meeder Investment Management, Director, Advisory Services
10/2023 – 01/2026	Hilltop Securities, Asset Manager
12/2020 – 10/2023	JPMorgan, Licensed Relationship Banker

Professional Designations
None

Disciplinary Information
The Adviser has no legal or disciplinary events to disclose.

Other Investment-Related Business Activities
The Adviser is a registered representative of Meeder Distribution Services, Inc, an affiliated broker-dealer. When acting in the capacity of a registered representative, the Adviser is eligible to receive commissions for the sale of securities, including mutual funds, money market funds, and local government investment pools. 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.

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Supervision
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Supervisor: Nick Vaccari
Telephone: (614) 766-7000

Investment Team

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

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

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 and 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
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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: Paulina Woo
Telephone: (614) 766-7000

Investment Team

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

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

Educational Background

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

Professional Designations

None

Disciplinary Information

The Adviser has no legal or disciplinary events to disclose.

Other Investment-Related Business Activities

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Supervision

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

Investment Team

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

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

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, CCO & COO

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 is an officer of the Government Investment Officers Association, a non-profit organization that provides education and professional development for investment officers in state and local governments. This organization and its educational activities are separate and distinct from the Firm's investment advisory services.

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Supervisor: Paulina Woo
Telephone: (614) 766-7000

Investment Team

6125 Memorial Drive, Dublin, OH 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 is a registered representative of Meeder Distribution Services, Inc, an affiliated broker-dealer. When acting in the capacity of a registered representative, the Adviser is eligible to receive commissions for the sale of securities, including mutual funds, money market funds, and local government investment pools. 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.

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Additional Compensation
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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: Nick Vaccari
Telephone: (614) 766-7000

Investment Team

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

Phillip Jones (b.1989), Director, Advisory Services

Educational Background
University of Louisiana, B.S., Finance and Accounting

Business Experience

05/2025 – Present	Meeder Investment Management, Director, Advisory Services
10/2023 – 05/2025	Hilltop Securities, LLC, Asset Management Sales
10/2020 – 10/2023	J.P. Morgan Securities, LLC, Financial Advisor

Professional Designations
None

Disciplinary Information
The Adviser has no legal or disciplinary events to disclose.

Other Investment-Related Business Activities
The Adviser is a registered representative of Meeder Distribution Services, Inc, an affiliated broker-dealer. When acting in the capacity of a registered representative, the Adviser is eligible to receive commissions for the sale of securities, including mutual funds, money market funds, and local government investment pools. 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.

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Additional Compensation
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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: Nick Vaccari
Telephone: (614) 766-7000

Investment Team

6125 Memorial Drive, Dublin, OH 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.A., Business Administration

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

Professional Designations
None

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 Headings
Telephone: (614) 766-7000

Investment Team

6125 Memorial Drive, Dublin, OH 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

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

Investment Team

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

Gabe Philips (b. 1998), Director, Advisory Services

Educational Background
The University of Cincinnati, B.A., Business Administration

Business Experience

06/2022 – Present	Meeder Investment Management, Director, Advisory Services
11/2021 – 06/2022	SS&C Technologies, Middle Office Trade Operations
05/2020 – 11/2021	Northwestern Mutual, Financial Representative

Professional Designations
None

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: Eileen Stanic
Telephone: (614) 766-7000

Investment Team

6125 Memorial Drive, Dublin, OH 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, MBA, Business Administration

Business Experience

09/2022 – Present	Meeder Investment Management, Director, Advisory Services
06/2015 – 08/2022	Moreton Asset Management, Investment Adviser

Professional Designations
None

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: Paulina Woo
Telephone: (614) 766-7000

Investment Team

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

40 North 100 East, Farmington, UT 84025

Andrew Robbins (b. 1976), Director, Advisory Services

Educational Background

Brigham Young University, B.S., Finance
Brigham Young University, MBA, Business Administration

Business Experience

04/2026 – Present	Meeder Investment Management, Director, Advisory Services
03/2012 – 04/2026	Moreton Asset Management, CCO & COO

Professional Designations

None

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

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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 Williams
Telephone: (614) 766-7000

Investment Team

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

40 North 100 East, Farmington, UT 84025

Jace Richards (b. 1997), Consultant, Advisory Services

Educational Background
Utah State University, B.S., Finance

Business Experience

04/2026 – Present	Meeder Investment Management, Consultant, Advisory Services
03/2025 – 04/2026	Moreton Asset Management, Portfolio Manager
04/2023 – 03/2025	Utah School and Institutional Trust Funds Office, Investment Analyst

Professional Designations
None

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 Williams
Telephone: (614) 766-7000

Professional Designations

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.

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), successfully 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.

City Council Meeting
10-12-26
Item 1.B.8.

Council Agenda Report

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Kristin Riesgo, Community Services Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: September 22, 2026 Meeting date: October 12, 2026

Subject: Acceptance of Legacy Park Enhancement Donation

RECOMMENDED ACTION: At the recommendation of the Parks and Recreation Commission, approve Legacy Park enhancements and donation from the Wallis Annenberg Legacy Foundation as part of the Park Enhancement and Donation Program.

FISCAL IMPACT: The Wallis Annenberg Legacy Foundation donation of $50,000 will be recorded in Account No. 500-0000-3920-00 (Legacy Park donations).

STRATEGIC PLAN IMPLEMENTATION: N/A

DISCUSSION: At the February 9, 2026 Regular meeting, Council approved revisions to the Park Enhancement and Donation Program (Program) for City parks and facilities (Attachment 1). The Program includes guidelines for the acceptance of private donations as well as options for the public to purchase memorial benches, memorial rocks, and trees to be placed in various City parks. It also specifies the number of allowable memorial items and enhancements at each City park.

In May 2026, staff was approached by the Wallis Annenberg Legacy Foundation who were interested in funding an expansion of the native pollinator garden at Legacy Park in addition to adding a new bench near the park's retention basin (Attachment 2). The Foundation has provided a $50,000 donation to the City for the park enhancements, which covers the cost for new plants, signage, bench, materials, and labor.

While the Program prohibits new enhancements at Legacy Park, the Parks and Recreation Commission may consider special requests for specific enhancements identified in the Program. The Parks and Recreation Commission reviewed the request at the September 15, 2026 Regular Commission meeting and recommends Council approve the

enhancements and accept the donation. If approved, staff will draft a timeline and secure materials to complete a planting in Winter 2026.

ATTACHMENTS:
1. Park Enhancement and Donation Program Guidelines
2. Proposed Legacy Park Enhancements and Locations

Park Enhancement and Donation Program

Community organizations and individuals may donate money and needed equipment to the City of Malibu for park enhancements and beautification projects. The City accepts enhancements, such as native plants, trees, or other items, earmarked for a specific project at City parks or facilities.

All donations become the property of the City of Malibu, which will oversee, maintain, and manage them. Over time, a park may be redesigned or renovated, requiring the removal or relocation of a donated item. The City will determine how to manage a donation, with no guarantee of retaining the item for any length of time. The City will make every effort to notify the donor if the item is removed, relocated, replaced, altered, or otherwise changed. It is the donor's responsibility to notify the City if their contact information has changed.

The following must be approved by the Community Services Director:

- The need for the item or equipment
- The make, model, and type of item or equipment
- The installation location of the item or equipment
- Donor recognition

All park enhancement and donation requests will be reviewed by the Parks and Recreation Commission at a Regular meeting. The Commission will make a recommendation to approve or deny applicants, based on the factors outlined in the Program. A limited amount of memorial items and donations are permitted at each park. Once the park reaches the maximum capacity for items, additional items will not be accepted unless it is recommended by the Parks and Recreation Commission and approved by City Council.

Location	Total Items/Enhancements
Charmlee Wilderness Park	4
Las Flores Creek Park	4
Malibu Bluffs Park	20 general items; 12 picnic table plaques
Malibu Skate Park	4
Trancas Canyon Park	4
Legacy Park	0

Once a memorial item or donation is approved, costs are determined, payment is received, and the donation agreement is signed, Community Services Department staff will order the item or equipment and install it at the identified facility. Ongoing maintenance and upkeep of the equipment or materials shall become the City's responsibility.

Modifications to existing facilities that result in a significant visual, functional, or land use change may require special permits and must be approved by the City of Malibu's Community Development Department.

POLICY

A. General Provisions for Donated Items

1. A donation must be consistent with the needs of City parks and facilities.

2. A donation must provide benefit to the City and the community.

3. A cost analysis will be performed prior to the acceptance of the donation to ensure the cost associated with the item does not outweigh the value to the City. The City retains the right to refuse a donation if the cost exceeds the community benefit.

4. Donated items must be in safe, durable, and usable condition.

5. Donated items intended for an exclusive user group or that are associated with a specific group will require approval before a donation can be made.

6. Once a donated item has been accepted, it becomes City property. The City may replace or dispose of the item as it deems appropriate.

7. Facility naming rights must follow City Council Policy #52 and will be approved by City Council.

B. Facility Donation Items

1. The donation must fit the style or current aesthetic plan of the facility.

2. Permanent modifications to facilities will be approved by City Council.

3. The City reserves the right to limit or deny donations based on the need and available space.

C. Acknowledgment of Donor

1. Donor acknowledgment requests that will be permanently displayed with or on the donated item will be considered under the guidelines:
    a. The plaque or plate will be placed on the item or near it at the City's discretion
    b. The plaque or plate will not be obtrusive or detract from the donated item
    c. The message on the plaque or plate will be limited to name, date, and a short phrase

d. The City will approve the written message on the plaque or plate. A plaque will be maintained by the City for a total length of 7 years. If the plaque is damaged or missing after 7 years, the City retains the right to remove it without a replacement
e. After the initial seven (7) year term, the donor may renew the donation for an additional seven-year period(s) by paying a renewal fee equal to 50% of the original donation amount. If the renewal fee is not paid, the City reserves the right to remove the plaque or donated item
f. In the event a location for a plaque or plate is not feasible, City staff will work with the donor to determine alternative recognition options.

D. Payments and Processing

The City requires full payment for all donations. The minimum cost for a plaque or memorial item is $2,000, with additional charges potentially applied for materials, installation, and maintenance. No items will be ordered until full payment has been received and processed. The City will issue the donor an invoice along with a Tax Identification number. Installation will be completed within 6 months.

Donation renewals, following the initial seven (7) year period, must be paid within thirty (30) days of City notification (reference C.1.e.).

CITY FACILITIES, PARKS, AND NEEDS

The City will accept donations for the facilities and parks listed below. The items listed for the facility are the highest-priority or most requested donation options. The City restricts the number of memorial donations at each location. Memorial and recognition plaques will be placed on existing benches or picnic tables. The list will be updated on an ongoing basis.

Charmlee Wilderness Park - 2577 Encinal Canyon Road
Maximum Memorial Donations: 4

1. Tree donation (no plaque)
2. Native plant donation (no plaque)
3. Memorial or recognition plaque

Las Flores Creek Park - 3805 Las Flores Canyon Road
Maximum Memorial Donations: 4

1. Native plant donation
2. Tree donation
3. Memorial or recognition plaque

Malibu Bluffs Park - 24250 Pacific Coast Highway
Maximum Memorial Donations: 20
Maximum Picnic Table Plaques: 12

1. Native plant donation
2. Sports field upgrades
3. Equipment for community recreation programs
4. Upgrades to the Michael Landon Center / monetary donations
5. Memorial or recognition plaque

Malibu Equestrian Park - 6225 Merritt Drive

1. Picnic tables
2. Arena care and upkeep / monetary donation

Malibu Senior Center - 23825 Stuart Ranch Road (located in Malibu City Hall)

1. Equipment (computers, books, games, printers)
2. Educational materials
3. Kitchen items (serving platters, utensils, etc.)

Malibu Skate Park - 24250 Pacific Coast Highway
Maximum Memorial Donations: 4

1. Native plant donation
2. Memorial or recognition plaque

Trancas Canyon Park - 6050 Trancas Canyon Road
Maximum Memorial Donations: 4

1. Native plant donation
2. Tree donation
3. Memorial or recognition plaque

Wallis Annenberg Legacy Foundation
Legacy Park Enhancement Donation 2026

Park Bench

- New park bench with footings and decomposed granite base
- Recognition Plaque

Park Enhancement

- Pollinator Garden expansion including new native plantings
- Landscape Maintenance: space preparation, remove existing plants, add new organic soil and ground cover
- Park Signs: Educational signs and Recognition Plaque

Park Bench Location





Butterfly Garden Location/Expansion



Park Enhancement Map
Butterfly Garden (square)
New Bench (circle)



ATTACHMENT 2

City Council Meeting
10-12-26
Item 1.B.9.

Council Agenda Report

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Kelsey Pettijohn, City Clerk

Approved by: Joseph D. Irvin, City Manager

Date prepared: September 30, 2026 Meeting date: October 12, 2026

Subject: Resolution Extending the Declaration of the Existence of a Local Emergency Regarding Coastal Erosion along Pacific Coast Highway

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RECOMMENDED ACTION: Adopt Resolution No. 26-70 extending the declaration of the existence of a local emergency as a result of ongoing erosion along the coast near Pacific Coast Highway in the area of the Palisades Fire burn scar.

FISCAL IMPACT: There is no fiscal impact with the recommended action. The existence of the local emergency may help qualify the City for the possibility of reimbursement for disaster response expenditures.

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025-2028 Strategic Plan Goal 3: Advance Infrastructure Resilience.

Goal 3: Advance Infrastructure Resilience
Objective 3.1: Develop and fund a comprehensive Infrastructure Resilience Plan.
Strategy: Coastal Resiliency Infrastructure

DISCUSSION: On August 19, 2026, the Director of Emergency Services of the City proclaimed the existence of a local emergency due to ongoing coastal erosion near Pacific Coast Highway in the area of the Palisades Fire burn scar.

On August 24, 2026, the City Council adopted Resolution No. 26-60, confirming the existence of the local emergency and ratifying the Proclamation of Existence of a Local Emergency.

City staff continue to monitor erosion conditions along the coast near Pacific Coast Highway in the area of the Palisades Fire burn scar and has identified conditions of extreme peril to the safety of persons and property.

On January 7, 2025, the Palisades Fire started in or around Pacific Palisades and was driven into City limits by a historic Santa Ana Wind event causing hurricane-strength winds in neighboring areas and the City.

The fire caused extensive damage to structures and shoreline protection devices that effectively protected the coastline from accelerated coastal erosion before the fire. 322 beachfront parcels with pre-existing primary structures, sea walls, and retaining walls were destroyed, leaving the coastline from Carbon Beach to Topanga Beach exposed without adequate shoreline protection structures. For the first time in decades, these stretches of beach in Malibu are exposed to direct coastal erosion. The Eastern Malibu coastline has some of the narrowest beaches, where wave action is now directly eroding the landforms that support Pacific Coast Highway, the city's primary thoroughfare to the greater Los Angeles area.

Coastal erosion has accelerated since the fire. City staff has conducted site visits to document the environment along the eastern Malibu coastline and have confirmed the exacerbating dangerous conditions since the fire. 23 properties were red tagged by the City's Building Official in August 2026 due to the accelerated erosion and dangerous conditions. As of the date of this report, 51 properties have been red tagged and it is likely additional properties will be red tagged as conditions worsen. The structures lost or compromised from the fire in these areas include failed retaining walls, failed or displaced shoreline protection devices, exposed utilities and septic systems, erosion of engineered and natural embankments. The loss and damage to these structures have led to a compromised Pacific Coast Highway.

Erosion is still expected to accelerate further during the fall and winter seasons when an El Niño rainy season is forecasted. According to the NOAA Climate Prediction Center, the El Niño weather pattern is strengthening, with a greater than 90% chance of a very strong (Super) event. A strengthening "super" El Niño brings a high risk of record sea levels, severe coastal flooding, and dramatic beach narrowing to the California coast this winter.

Government Code Section 8630 requires that the City Council review the need for continuing a local emergency at least once every 60 days until the City Council terminates the local emergency.

As such, City staff recommends adopting Resolution No. 26-70 extending the declaration of the existence of a local emergency. If adopted, the City Council will review, and as needed renew, this action at least every 60 days.

ATTACHMENTS: Resolution No. 26-70

RESOLUTION NO. 26-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU EXTENDING THE DECLARATION OF THE EXISTENCE OF A LOCAL EMERGENCY AS A RESULT OF ONGOING EROSION ALONG THE COAST NEAR PACIFIC COAST HIGHWAY IN THE AREA OF THE PALISADES FIRE BURN SCAR

The City Council of the City of Malibu does hereby find, order and resolve as follows:

SECTION 1. Recitals.

A. On January 7, 2025, the Palisades Fire started in or around Pacific Palisades and was driven into City limits by a historic Santa Ana Wind event causing hurricane-strength winds in neighboring areas and the City. The strong Santa Ana Winds created difficulties mitigating the fire and impaired the ability of airborne fire-fighting. The fire combined with high winds and power outages created conditions of extreme peril to the safety of persons and property. The fire burned 23,448 acres and destroyed approximately 6,873 structures in and around the City of Malibu.

B. The fire caused extensive damage to structures and shoreline protection devices that effectively protected the coastline from accelerated coastal erosion before the fire. 322 beachfront parcels with pre-existing primary structures, sea walls, and retaining walls were destroyed, leaving the coastline from Carbon Beach to Topanga Beach exposed without adequate shoreline protection structures. For the first time in decades, these stretches of beach in Malibu are exposed to direct coastal erosion. The Eastern Malibu coastline has some of the narrowest beaches, where wave action is now directly eroding the landforms that support Pacific Coast Highway, the city's primary thoroughfare to the greater Los Angeles area.

C. Coastal erosion has only accelerated since the fire. City staff conducted a site visit to document the environment along the eastern Malibu coastline and have confirmed the exacerbating dangerous conditions since the fire. 23 properties were red tagged by the City's Building Official in August 2026 due to the accelerated erosion and dangerous conditions. The structures lost or compromised from the fire in these areas include failed retaining walls, failed or displaced shoreline protection devices, exposed utilities and septic systems, erosion of engineered and natural embankments. The loss and damage to these structures have led to a compromised Pacific Coast Highway.

D. The Director of Emergency Services of the City proclaimed the existence of a local emergency on August 19, 2026.

E. On August 24, 2026, the City Council adopted Resolution No. 26-60, confirming the existence of a local emergency and ratifying the Proclamation of Existence of a Local Emergency.

F. As of September 20, 2026, 51 properties have been red tagged by the City's Building Official and it is likely additional properties will be red tagged as conditions worsen

G. Erosion is still expected to accelerate further during the fall and winter seasons when an El Niño rainy season is forecasted. According to the NOAA Climate Prediction Center, the El Niño weather pattern is strengthening, with a greater than 90% chance of a very strong (Super)

event. A strengthening "super" El Niño brings a high risk of record sea levels, severe coastal flooding, and dramatic beach narrowing to the California coast this winter.

SECTION 2. The City Council has reviewed the staff report and conditions justifying the state of local emergency in the City and finds that the declaration of a local emergency remains valid and necessary because accelerated erosion continues to create dangerous conditions that are expected to worsen during the anticipated super El Niño rainy season. Such conditions result in extreme peril to the safety of persons and property located in the City.

SECTION 3. The local emergency shall be deemed to continue and exist until its termination is proclaimed by the City Council. As required by law, the City Council shall review the need to continue the state of emergency every 60 days until this resolution is terminated.

SECTION 4. This Resolution shall become effective immediately upon its passage and adoption.

SECTION 5. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this __th day of ____ 2026.

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TREVOR RUSIN, Interim City Attorney

Council Agenda Report

City Council Meeting
10-12-2026
Item 6.A.

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Nathaniel McLean, Associate Engineer

Reviewed by: Tatiana Holden, Assistant Public Works Director/City Engineer

Approved by: Joseph D. Irvin, City Manager

Date prepared: September 8, 2026 Meeting date: October 12, 2026

Subject: Cooperative Agreement with the State of California for the Pedestrian Undercrossing at Malibu Seafood Project

---

RECOMMENDED ACTION: 1) Authorize the Mayor to execute the Cooperative Agreement with the State of California (Caltrans) in the amount of $260,000 to provide quality assurance and oversight services for the development of the Project Initiation Documents (PID) phase of the Pedestrian Undercrossing at Malibu Seafood Project. 2) Authorize the Mayor to execute Amendment No.1 to Metro Measure M Funding Agreement between the City of Malibu and the Los Angeles County Metropolitan Transportation Authority to extend the lapsing date of FY 2023-24 funds to June 30, 2027.

FISCAL IMPACT: No additional appropriation is required at this time. Funding for the cooperative agreement is included in the Adopted Budget for FY 2026-27 in Account No. 310-9114-5100 (PCH Pedestrian Undercrossing at Malibu Seafood). Depending on the approved approach and design for this location, additional funding may be required.

Project Funding	
Metro Measure M	$2,250,000
Project Total Funding	**$2,250,000**
Project Estimate	
Cooperative Agreement	$260,000
Design	$740,000
Construction	$1,250,000
Project Total Estimate	**$2,250,000**

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025 – 2028 Strategic Plan Goal 4: Improve Public Safety.

Goal 4: Improve Public Safety
Objective 4.1 Reduce injury and fatal collisions on Pacific Coast Highway (PCH). **Strategy**: The project will improve pedestrian safety on PCH by isolating pedestrians from vehicular traffic by providing a subterranean pedestrian facility or another safe alternative.

DISCUSSION: The Pedestrian Undercrossing at Malibu Seafood Project is intended to improve pedestrian safety and beach access in an area where people currently cross PCH to access Corral Beach, Malibu Seafood, the Sara Wan trailhead, and other nearby coastal destinations. Because crossing PCH at this location presents significant safety concerns and there are no marked crosswalks nearby, the project is evaluating feasible solutions to provide a safe and accessible connection across or under the highway. At the August 26, 2026, Public Works and Public Safety Joint Commission Meeting it was recommended that the City Council authorize the Mayor to execute a Cooperative Agreement with Caltrans for the PID phase, which is the next required step for Caltrans review and approval of project alternatives, preliminary costs, schedule, and overall project development.

Project Background
This project was identified in the 2015 PCH Safety Study to improve safety for pedestrians crossing PCH. The 2015 PCH Safety Study states that many pedestrians currently cross PCH in this area to access the beach, which presents an extremely dangerous condition. The report identified a safety project consisting of a new pedestrian undercrossing near Malibu Seafood. This project would provide separation from vehicles and ADA-compliant access to the beach area.

In 2019, Caltrans proposed to install a new pedestrian hybrid beacon on PCH near Malibu Seafood. Caltrans held a public meeting on March 26, 2019 at the City of Malibu to discuss the pedestrian hybrid beacon project and obtain input from the community. During the meeting, members of the public, City Commissioners, and elected officials expressed support for evaluating a pedestrian undercrossing at this location as an alternative to the pedestrian hybrid beacon. Former Mayor Wagner also suggested that Caltrans evaluate whether the existing drainage culverts could be used or modified to provide a pedestrian undercrossing and requested that Caltrans return for an additional public meeting to discuss that option. On October 30, 2019, a second public meeting at City Hall with Caltrans was held for the pedestrian hybrid beacon project. As a result of the meeting, staff requested Caltrans revert the current Project Report and Supplemental Project Report back to the initial planning stage, investigate in-depth alternatives as typically documented within a Caltrans Environmental Impact Study or Report (EIS/EIR), and present the proposed alternatives to the City for input.

Caltrans continued to pursue the pedestrian hybrid beacon project. It then came before the Public Works Commission at its meetings on January 26 and March 23, 2022 as well as a Public Works Commission and Public Safety Commission Joint Special Meeting on February 23, 2022. Following those meetings, Caltrans terminated the project to install a pedestrian hybrid beacon on PCH at Corral Canyon and subsequently the City began pursuing the Pedestrian Undercrossing at Malibu Seafood Project as identified in the 2015 PCH Safety Study and previously directed by the Council.

The City worked with the Las Virgenes-Malibu Council of Governments (LVMCOG) and Metro to authorize Malibu's Measure M allocations to finance the project. On February 26, 2024, Council authorized the Mayor to execute the Los Angeles County Measure M Funding Agreement for the PCH Undercrossing at Malibu Seafood Project, which provided $2.25 million in Measure M funds to be used towards the project. Amendment No.1 to Measure M Funding Agreement will extend the project funding that would have lapsed on June 30, 2026 to June 30, 2027. This extension is necessary to accommodate delays associated with project initiation and preparation of the Cooperative Agreement with Caltrans.

During the August 26, 2026, Public Works and Public Safety Joint Commission meeting, Commissioners maintained a preference for a pedestrian undercrossing other than an at-grade crossing with beacon, including an interest in evaluating a pedestrian overpass option. The Commission also raised concerns regarding potential flooding and creek water levels as well as concerns that without additional safety measures, pedestrians would continue to cross the highway illegally rather than use a designated pedestrian crossing. Commissioners asked about the performance of similar pedestrian undercrossings in other cities. These items will be evaluated during the PID phase as part of the assessment of the project alternatives and their feasibility.

Pedestrian Crossing Alternatives

In 2025, the City entered into an agreement with MNS Engineers, Inc., who completed a feasibility study evaluating pedestrian crossing alternatives based on existing site conditions, traffic operations, safety, constructability, and the project's purpose and need. The findings indicate that three primary alternatives could satisfy the project's purpose and need. Staff are not seeking Council direction on a preferred option at this time. All three identified alternatives will be evaluated in the PID phase.

Undercrossing Options

1. Grade-Separated Pedestrian Undercrossing (cost estimate: $22,800,000)
    - This alternative would construct a new and improved road bridge with a pedestrian undercrossing underneath.

2. Standalone Pedestrian Undercrossing (cost estimate: $10,900,000)

- This alternative would construct a new concrete tunnel structure under PCH that avoids replacing the road bridge.

The study found that Alternatives One (1) and Two (2) are feasible under existing conditions. A Grade-separated pedestrian undercrossing includes a new road bridge with pedestrian undercrossing or a standalone pedestrian undercrossing. The grade separated options are the safest options for a pedestrian crossing but would be more complex, more expensive and take longer to realize than the at-grade pedestrian crossing.

At Grade Option

3. Pedestrian Crossing (cost estimate: $2,360,000)
    - This alternative would provide a pedestrian crossing at street level using traffic control devices to stop vehicles, such as a Rectangular Rapid-Flashing Beacon (RRFB), Pedestrian Hybrid Beacon (PHB) also known as a High-Intensity Activated crosswalk (HAWK), or other signalized crossing treatment.

The at-grade pedestrian crossing includes marked crosswalks, curb extensions, RRFBs, and HAWKs. An at-grade crossing utilizing a HAWK, would effectively meet the project's purpose and need by providing a safe, direct, and convenient connection between the beach and inland attractions like the restaurant, RV park and the state park trailhead. A HAWK Beacon System is a complex mast-arm signal that operates like a standard traffic light and requires drivers to come to a complete stop.

Project Initiation Documents (PID) Phase

The PID phase will look at the project's need and purpose, stakeholder input, project alternatives, anticipated right-of-way requirements, preliminary environmental analysis, initial cost estimates, and potential funding sources.

The PID phase is when Caltrans provides continuous involvement in the development of the project. This ensures that the City and designer are clear regarding the design and approval approach with Caltrans during project development. Caltrans oversight includes active participation in project development team meetings, and Caltrans staff to be assigned to the project. For a project of this complexity and size, Caltrans is allowed to be reimbursed by way of a Cooperative Agreement for the time their staff spend working on the project. Caltrans estimates that it will cost about $260,000 for their staff to perform this work. Upon completion of the PID, staff will present to Public Works Commission then return to Council with the recommended alternative, updated cost estimate, funding strategy, and any additional agreements or approvals required to advance the project to the next phase.

Caltrans Cooperative Agreement
Authorization of the Caltrans Cooperative Agreement would allow the City to advance the project through the PID process; it would not constitute selection of a preferred alternative or authorization of final design or construction. This Cooperative Agreement is for the first phase of the project and includes Caltrans quality assurance and oversight services for the development of the PID. Since this project is a locally sponsored project on the state highway system Caltrans is required to review and approve the project's PID.

Next Steps
Upon Council's decision, the Caltrans Quality Management Assessment Process (QMAP) will be initiated through commencement of the Cooperative Agreement for the development of the PID. Caltrans QMAP is the process Caltrans uses to provide review, quality assurance, and oversight for locally sponsored projects that affect the State Highway System. Following the PID phase, staff will return to Council with more information, at which time Council would be asked to select a preferred design approach.

ATTACHMENTS:

1. Cooperative Agreement with Caltrans
2. Amendment No.1 to Measure M Funding Agreement
3. Feasibility Memo for Pedestrian Undercrossing at Malibu Seafood

COOPERATIVE AGREEMENT COVER SHEET

Work Description

THE CONSTRUCTION OF A PEDESTRIAN CROSSING AT CORRAL CREEK ALONG PACIFIC COAST HIGHWAY (SR-1), BETWEEN THE BEACH AND THE SANTA MONICA MOUNTAINS CONSERVANCY TRAILHEAD ADJACENT TO MALIBU SEAFOOD, LOCATED IN LOS ANGELES COUNTY, BETWEEN POSTMILE 49.7 AND 50.4

Contact Information

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

CALTRANS

Khanh Nguyen, Project Manager

100 S. Main Street

Los Angeles, CA 90012

Office Phone: (213) 269-1202

Email: khanh.q.nguyen@dot.ca.gov

CITY OF MALIBU

Tatiana Holden, Assistant Public Works Director

23825 Stuart Ranch Road

Malibu, CA 9065

Office Phone: (310) 456-2489 Ext. 338

Email: tholden@malibucity.org

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COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Malibu, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130 and California Government Code, Section 65086.5.

2. For the purpose of this AGREEMENT, the construction of a pedestrian crossing at Corral Creek along Pacific Coast Highway (SR-1), between the beach and the Santa Monica Mountains Conservancy trailhead adjacent to Malibu Seafood, located in Los Angeles County, between postmile 49.7 and 50.4, will be referred to hereinafter as PROJECT. CITY desires that a Project Initiation Document (PID) be developed for the PROJECT. The Project Initiation Document will be a Project Study Report-Project Development Support (PSR-PDS).

3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

   - PROJECT INITIATION DOCUMENT (PID)

   Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

   This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

   PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

   If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

   Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

   AGREEMENT will terminate 180 days after PID is signed by PARTIES or as mutually agreed by PARTIES in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

5. No PROJECT deliverables have been completed prior to this AGREEMENT.

6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

   PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. CITY is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

    - CITY is the Project Initiation Document (PID) IMPLEMENTING AGENCY.

    The PID identifies the PROJECT need and purpose, stakeholder input, project alternatives, anticipated right-of-way requirements, preliminary environmental analysis, initial cost estimates, and potential funding sources.

11. CITY will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. CITY is the only PARTY committing funds in this AGREEMENT and will fund the cost of the WORK in accordance with this AGREEMENT.

    If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review or development of this PROJECT, PARTIES will agree to amend this AGREEMENT to change the reimbursement arrangement for PID review.

14. The WORK does not use funds administered by CALTRANS. PARTIES will amend this AGREEMENT should this condition change.

15. Amounts to be reimbursed by CITY to CALTRANS, along with all invoicing and payment requirements, are set forth in the REIMBURSEMENT SUMMARY section of this AGREEMENT. These amounts include all applicable direct and indirect costs.

    Items identified in the REIMBURSEMENT SUMMARY may include, as applicable, Department Furnished Materials (DFM), activities assigned to CALTRANS in this AGREEMENT as WORK, Quality Management Assessment (QMA), or any combination thereof.

    Unless otherwise expressly provided in this AGREEMENT, the amounts shown in the REIMBURSEMENT SUMMARY constitute the maximum reimbursable obligation of CITY.

16. PARTIES will not be reimbursed for costs beyond the funding commitments in this AGREEMENT.

CALTRANS' Quality Management

17. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.

18. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that CITY's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

    When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

19. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

20. CITY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

Project Initiation Document (PID)

21. As the PID IMPLEMENTING AGENCY, CITY is responsible for all PID WORK except those activities and responsibilities that are assigned to another PARTY in this AGREEMENT and those activities that may be specifically excluded.

22. Should CITY request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this AGREEMENT, CITY agrees to reimburse CALTRANS for such work and PARTIES will amend this AGREEMENT.

23. CALTRANS will be responsible for completing the following PID activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.05.10.xx Quality Management	YES
150.05.05.xx Review of Existing Reports, Data, Studies, and Mapping	YES
150.25.20 PID Circulation, Review, and Approval	YES

24. CALTRANS will provide relevant existing proprietary information and maps related to:

- Geologic and Geotechnical information
- Utility information
- Environmental constraints
- Traffic modeling/forecasts
- Topographic and Boundary surveys
- As-built centerline and existing right-of-way

Due to the potential for data loss or errors, CALTRANS will not convert the format of existing proprietary information or maps.

25. When required, CALTRANS will perform pre-consultation with appropriate resource agencies in order to reach consensus on need and purpose, avoidance alternatives, and feasible alternatives.

26. CALTRANS will actively participate in the Project Development Team meetings.

27. The PID will be signed on behalf of CITY by a Civil Engineer registered in the State of California.

28. CALTRANS will review and approve the Project Initiation Document (PID) as required by California Government Code, Section 65086.5.

CALTRANS will complete a review of the draft PID and provide its comments to CITY within 60 calendar days from the date CALTRANS received the draft PID from CITY. CITY will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by CITY, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from CITY.

After CITY revises the PID to address all of CALTRANS' comments and submits the revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within 30 calendar days from the date CALTRANS received the revised draft PID from CITY. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, CITY will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The 30 day CALTRANS review period will be stalled during that time and will continue to run after CITY provides the required data.

No liability will be assigned to CALTRANS, its officers and employees by CITY under the terms of this AGREEMENT or by third parties by reason of CALTRANS' review and approval of the PID.

Additional Provisions

Standards

29. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

30. CALTRANS retains the right to reject noncompliant WORK. CITY agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

31. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

32. CITY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

33. CALTRANS will issue, upon proper application, the encroachment permit required for WORK within State Highway System (SHS) right-of-way. CITY, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued by CALTRANS. CALTRANS will provide an encroachment permit to CITY at no cost. CITY's contractors, consultants, and agents may work under the same permit after completing, signing, and submitting the contractor's authorization form TR-0429 to CALTRANS. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

34. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

35. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

36. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

    PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

37. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

38. If any hazardous materials, pursuant to Health and Safety Code 25260(d), are found within the PROJECT limits, the discovering PARTY will notify all other PARTIES within twenty-four (24) hours of discovery.

39. PARTIES agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.

40. If hazardous materials are discovered within PROJECT limits, but outside of State Highway System right-of-way, it is the responsibility of CITY in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.

Claims

41. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.

42. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

43. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

44. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

45. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

46. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

47. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

48. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

Penalties, Judgments and Settlements

49. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.

50. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

GENERAL CONDITIONS

51. All portions of this AGREEMENT, including the RECITALS section, are enforceable.

Venue

52. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

53. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

54. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

55. Neither CITY nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

56. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.

57. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

58. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

    A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

59. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

60. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

61. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of CITY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

    Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

    Except for equitable relief and/or to preserve the statute of limitations, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

    PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

62. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

63. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

REIMBURSEMENT SUMMARY

FUNDING TABLE				
IMPLEMENTING AGENCY:			**CITY**	
Source	**Party**	**Fund Type**	**PID**	**Totals**
LOCAL	CITY	Measure	260,000	260,000
Totals			260,000	260,000

SPENDING TABLE		
	PID	
Fund Type	**CALTRANS**	**Totals**
Measure	260,000	260,000
Totals	260,000	260,000

Funding

64. Per the State Budget Act of 2012, Chapter 603, amending item 2660-001-0042 of Section 2.00, the cost of any engineering support performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.

Invoicing and Payment

65. PARTIES will invoice for funds where the SPENDING TABLE shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, CITY will pay invoices within five (5) calendar days of receipt of invoice.

66. If CITY has received EFT certification from CALTRANS then CITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

Project Initiation Document (PID)

67. CALTRANS will submit an invoice to CITY in the amount of $260,000 after the execution of this AGREEMENT. The invoice amount is the estimated costs for CALTRANS to perform WORK.

    CALTRANS will not begin WORK until CITY pays invoice in full.

    Upon completion of WORK, CALTRANS will perform a final accounting of WORK costs. Based on the final accounting, CALTRANS will refund or invoice as necessary in order to satisfy the obligation of this AGREEMENT. Should CALTRANS submit an invoice as a result of the final accounting, CITY agrees to pay within forty-five (45) days of receipt of invoice.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

For Gloria Roberts
D7 District Director

Verification of Funds and Authority:

Elvis John
D7 District Budgets Manager

Certified as to financial terms and policies:

Darwin Salmos
HQ Accounting Supervisor

CITY OF MALIBU

Bruce Silverstein
Mayor

Attest:

Kelsey Pettijohn
City Clerk

Trevor Rusin
Interim City Attorney

AMENDMENT No. 1 TO MEASURE M FUNDING AGREEMENT BETWEEN CITY OF MALIBU AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to the Funding Agreement (this "Amendment"), is dated June 30, 2026, for reference purposes only, by and between the City of Malibu ("GRANTEE") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 9200000000M440113, dated November 6, 2023, (the "Existing FA"), which Existing FA provides for the Pedestrian Undercrossing at Malibu Seafood, (the "Project"); and

B. WHEREAS, the LACMTA Board on March 25, 2021, delegated administrative authority to staff to extend the funding lapsing date of the Measure M Funds previously approved to meet environmental, design, right-of-way and construction time frames; and

C. WHEREAS, the GRANTEE and LACMTA desire to extend the lapse date of FY 2023-24 funds to June 30, 2027; and

D. GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Section 9.1 (vi) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "(vi) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY2023-24 and FY 2024-25 are subject to lapse by June 30, 2027. All Funds programmed for FY 2025-26 are subject to lapse by June 30, 2028."

2. Attachment B of the Existing FA is hereby replaced by Attachment B-1, attached.

3. Attachment C of the Existing FA is hereby amended by deleting and replacing it with the following Project Schedule:

PROJECT SCHEDULE:

	ORIGINAL SCHEDULE			REVISED SCHEDULE		
Milestones	**Begin**	**End**	**Duration (months)**	**Begin**	**End**	**Duration (months)**
Preliminary Design	Jan-24	Apr-25	14	Jun-25	Aug-26	3
Final Design	Apr-25	Sep-25	6	Aug-26	Feb-27	6
Environmental Analysis and Permitting	Jul-24	Sep-25	14	Aug-26	Feb-27	6
Public Bid for Construction	Sep-25	Nov-25	2	Feb-27	Mar-27	1
Award Construction Contract	Nov-25	Jan-26	2	Mar-27	Apr-27	1
Construction	Feb-26	Jan-27	11	Apr-27	May-28	13
Close out	Jan-27	Jun-27	6	May-28	Jun-28	1

4. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____

Stephanie Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____ Digitally signed by: 4dd8a4b6-a104-429a-9907-9b6d6de7c696
DN: CN = 4dd8a4b6-a104-429a-9907-9b6d6de7c696
Date: 2026.08.20 13:48:48 -08'00' Date: _____

Deputy

GRANTEE:

City of Malibu

By: _____ Date: _____

Bruce Silverstein
Mayor

APPROVED AS TO FORM:

By: _____ Date: _____

Trevor Rusin
Interim City Attorney

ATTACHMENT B - 1 EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - Active Transportation/Transit/Tech Program - Funding Agreement Projects - FA# 9200000000M440113
Project Title: PEDESTRIAN UNDERCROSSING AT MALIBU SEAFOOD Project#:MM4401.13

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E							$43,758	$19,010	$62,768
Right-of-Way Acquisition									$0
Construction									
Vehicle Purchase									$0
Others									$0
Total Measure M	$0	$0	$0	$0	$0	$0	$43,758	$19,010	$62,768
SUM PROG LACMTA FUNDS:	$0	$0	$0	$0	$0	$0	$43,758	$19,010	$62,768
SUM NON-LACMTA FUNDS :	$0	$0	$0	$0	$0	$0	$0	$0	$0
PROJECT FUNDING FY2023-24 and FY2024-25	$0	$0	$0	$0	$0	$0	$43,758	$19,010	$62,768

SOURCES OF FUNDS	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4	FY2027-28 Qtr 1	FY2027-28 Qtr 2	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E	$8,133	$10,001	$373,033	$273,033	$273,033				$937,232
Right-of-Way Acquisition									$0
Construction						$240,050	$240,050	$240,050	$720,151
Vehicle Purchase									$0
Others									$0
Total Measure M	$8,133	$10,001	$373,033	$273,033	$273,033	$240,050	$240,050	$240,050	$1,657,383
SUM PROG LACMTA FUNDS:	$8,133	$10,001	$373,033	$273,033	$273,033	$240,050	$240,050	$240,050	$1,657,383
SUM NON-LACMTA FUNDS :	$0	$0	$0	$0	$0	$0	$0	$0	$0
PROJECT FUNDING FY2025-26 and FY2026-27	$8,133	$10,001	$373,033	$273,033	$273,033	$240,050	$240,050	$240,050	$1,657,383

SOURCES OF FUNDS	FY2027-28 Qtr 3	FY2027-28 Qtr 4	FY2028-29 Qtr 1	FY2028-29 Qtr 2	FY2028-29 Qtr 3	FY2028-29 Qtr 4	FY2029-30 Qtr 1	FY2029-30 Qtr 2	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction	$240,050	$289,799							$529,849
Vehicle Purchase									$0
Others									$0
Total MEASURE M	$240,050	$289,799	$0	$0	$0	$0	$0	$0	$529,849
SUM PROG LACMTA FUNDS:	$240,050	$289,799	$0	$0	$0	$0	$0	$0	$529,849
PROJECT FUNDING FY2027-28 and FY2028-29	$240,050	$289,799	$0	$0	$0	$0	$0	$0	$529,849
TOTAL LACMTA FUNDS	$248,183	$299,800	$373,033	$273,033	$273,033	$240,050	$283,808	$259,060	$2,250,000
TOTAL NON-LACMTA FUNDS	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL PROJECT FUNDING	$248,183	$299,800	$373,033	$273,033	$273,033	$240,050	$283,808	$259,060	$2,250,000

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Technical Memorandum

To	Nathaniel McLean
Date	October 16, 2025
Subject	Feasibility of a Pedestrian Crossing of Pacific Coast Highway at Malibu Seafood - Sara Wan Trailhead at Corral Canyon
From	Shawn Kowalewski, PE



EXECUTIVE SUMMARY

Background

The City is initiating a pedestrian crossing project near Malibu Seafood and the Sara Wan Trailhead at Corral Creek to enhance safety and traffic operations along Pacific Coast Highway (PCH). Identified in the 2015 PCH Safety Study, the project will provide a pedestrian connection between the beach and the state park trailhead adjacent to Malibu Seafood. The community has identified this location as a priority for improved pedestrian access.

Study Area

The project study area is in the vicinity of Corral Creek, between Corral Canyon Road and Malibu Road in Malibu, California.

Key Findings

A pedestrian crossing at this location is considered feasible based on existing site conditions and traffic operations. An at-grade crossing utilizing a traffic signal or a Pedestrian Hybrid Beacon (PHB), also known as a HAWK or High-Intensity Activated crosswalk, would effectively meet the project's purpose and need by providing a safe, direct, and convenient connection between the beach and inland attractions like the restaurant, RV park and the state park trailhead. This option would improve pedestrian visibility, reduce unsafe midblock crossings, and enhance overall safety and accessibility along PCH without requiring significant structural modifications or right-of-way impacts.

Alternatives Evaluation

Other alternatives, including grade-separated options such as pedestrian undercrossings, are also anticipated to be feasible and will be further evaluated during Caltrans' Quality Management Assessment Process (QMAP) project development process. These alternatives will be assessed in greater detail to determine their technical, environmental, and cost implications, as well as their relative benefits to safety, accessibility, and connectivity. The evaluation will consider factors such as right-of-way constraints, constructability, drainage, and user experience to identify the most effective and context-sensitive solution for this location.

Recommendation

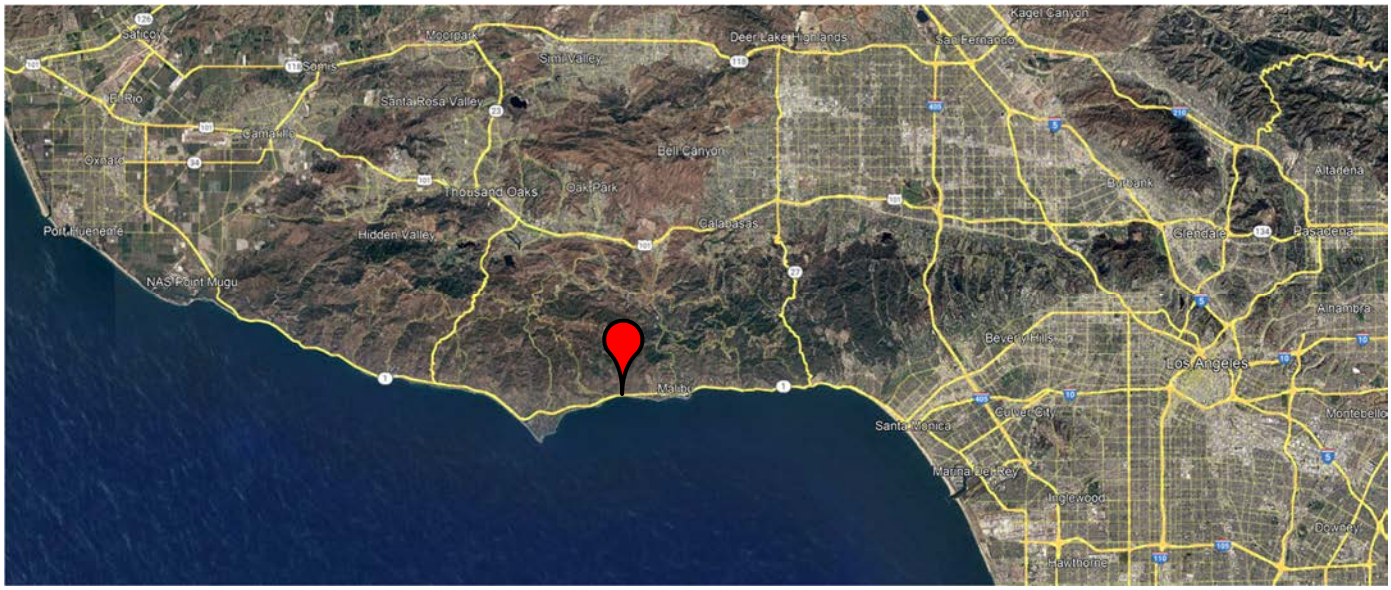
A pedestrian crossing of PCH within the study area has been determined to be feasible based on preliminary site conditions, traffic operations, and pedestrian activity patterns. To advance the project, the City should formally engage the California Department of Transportation (Caltrans) to initiate Project Initiation Documentation (PID) phase activities. This engagement will support the development of preliminary design concepts, identify potential environmental and right-of-way considerations, evaluate technical feasibility, and establish coordination requirements with regulatory and permitting agencies. Early collaboration with Caltrans will help ensure that the project complies with State Highway standards and that subsequent design and construction phases proceed efficiently.

INTRODUCTION

Project Background

The project is in the City of Malibu, an incorporated city in Los Angeles County, California. Within the City, PCH is a scenic coastal route that runs between the Pacific Ocean and the Santa Monica Mountains, offering ocean vistas on one side and rugged mountainous terrain on the other. The corridor passes through a diverse landscape of beaches, low-lying coastal areas, and hillsides, with drainage flowing southwest toward the ocean. PCH provides a visually striking drive and access to a variety of recreational opportunities while serving as a primary transportation artery for residential, commercial, and recreational areas. The highway extends approximately 21 miles within the City and includes 19 signalized intersections. As a State Highway, PCH is owned, operated, and maintained by the California Department of Transportation (Caltrans) District 7. **Figure 1** shows the project vicinity map.

Figure 1: Vicinity Map



Due to diverse land uses, high activity levels, and heavy corridor demand, PCH experiences recurring congestion during peak hours and seasonal coastal visitation periods. Vehicle speeds are often higher than desirable for safety and community quality of life, and collisions occur frequently – averaging one per day. These incidents often result in injuries or fatalities and contribute to periodic roadway closures and localized congestion.

In response to these safety concerns, the Southern California Association of Governments (SCAG) completed a corridor safety study in 2015 to identify strategies to reduce the frequency and severity of collisions. A pedestrian crossing of PCH in the vicinity of Malibu Seafood was identified as a potential project.

The City of Malibu is initiating a pedestrian crossing at Malibu Seafood to improve safety and operations along Pacific Coast Highway (PCH). The project, identified in the 2015 PCH Safety Study, will construct a pedestrian crossing connecting Dan Blocker County Beach (previously known as Corral State Beach) to the Sara Wan Trailhead near Malibu Seafood (25653 PCH). **Figure 2** shows the setting of the beach and roadway at Malibu Seafood.

The community supports a pedestrian crossing near Malibu Seafood to improve safety and connectivity. This location has been identified as a priority due to high pedestrian activity between the beach, commercial areas, and nearby trailheads, where current conditions create frequent conflicts with vehicles.

The crossing will provide ADA-compliant access, incorporate lighting for visibility, and require preparation of a stormwater pollution prevention plan and traffic control plan. Located within Caltrans' right-of-way, the project is subject to Caltrans' development and permitting process, the City's Local Coastal Program, and all applicable federal, state, and local regulations.

Figure 2: Beach and Roadway Setting



Caltrans is a key stakeholder, as the proposed project will traverse State right-of-way and interface directly with Caltrans roadway facilities. The project will be advanced under Caltrans' QMAP. To initiate this process, the City contacted Caltrans and was advised that a feasibility study must be completed prior to the allocation of Caltrans resources for project development support. This memorandum has been prepared to document the project feasibility.

Similar Initiatives

The City, in coordination with Caltrans, has implemented or is planning several pedestrian crossings along PCH to improve safety and accessibility:

- La Costa Beach Area (Rambla Vista East to Rambla Vista West)
  - Pedestrian Hybrid Beacon (PHB).
  - Installed in October 2019 to assist pedestrians in crossing PCH at an unsignalized location by activating beacon signals when a pedestrian is present.
- Palisades Bowl Mobile Home Park (16321 PCH)
  - Pedestrian Hybrid Beacon (PHB).
  - This PHB aims to facilitate pedestrian movement across five lanes of traffic to access the beach.
- Guernsey Avenue/PCH Intersection
  - New crosswalk striping.
  - Recently installed to improve pedestrian safety and visibility at this intersection.
- Encinal Canyon Road and El Matador Beach Road Intersections
  - Proposed roundabouts with enhanced pedestrian crossings.
  - Proposed quick-build roundabouts at these intersections to slow traffic and improve pedestrian safety.
- Trancas Creek Bridge
  - Bridge replacement with pedestrian facilities.
  - Caltrans is replacing the existing bridge with a new structure that includes separate pedestrian lanes, bike lanes, and wider shoulders to enhance safety for all users.

There are 17 traffic signals and 6 midblock PHB crossings on PCH in the City. These initiatives reflect Malibu's ongoing efforts to improve pedestrian safety along PCH, addressing both current needs and future demands.

Prior Caltrans Review for Undercrossing

In 2019, Caltrans prepared a memorandum in response to the City of Malibu's request to evaluate the feasibility of a pedestrian undercrossing of PCH utilizing the existing Corral Creek Bridge. The review, conducted by the Office of Stormwater and Landscape Architecture with input from Caltrans hydraulics personnel, examined the potential to use

the existing creek drainage channel for the pedestrian passage. The evaluation concluded that such a configuration was not recommended.

The site lies within Flood Zone AE, also known as the base flood area or 100-year floodplain, as designated by the Federal Emergency Management Agency (FEMA). FEMA regulations allow improvements within Flood Zone AE provided it can be demonstrated that the project will not increase the 100-year flood water surface elevation by more than one foot.

Caltrans discontinued further consideration of the undercrossing concept at the existing bridge based on this flood elevation criterion, without evaluating whether design alternatives could satisfy FEMA requirements or otherwise mitigate flood elevation impacts. In general, pedestrian facilities are not required to be located outside the 100-year floodplain. Modifications to the existing channel or bridge, or complete bridge replacement, are feasible strategies that could be explored to accommodate a pedestrian undercrossing while meeting FEMA criteria.

Purpose and Need

Purpose

Improve pedestrian safety by providing a pedestrian crossing of PCH in the vicinity of Corral Creek, (between Corral Canyon Road and Malibu Road) in Malibu, California – connecting on-street vehicle parking, local businesses, National Recreation facilities and coastal resources.

Enhance and improve coastal access for bicycles and pedestrians consistent with local coastal policies and plans.

Need

Between Latigo Canyon Road and Malibu Canyon Road (3.0 miles) there are only three marked pedestrian crossings of PCH. Between Corral Canyon Road and Malibu Road (0.7 mile) there are over 300 legal and informal on-street parking spaces located on both sides of PCH and primarily serving facilities for ocean activities (Corral State Beach), camping (Malibu RV Park), restaurant eating (Malibu Seafood), and hiking (Sara Wan Trailhead). Additionally, Metro provides Line 134 bus transit services to this area in both north- and south-bound directions. Transit users must cross PCH to use the system.

The need for pedestrians to cross PCH to access these facilities is high – with only one marked crosswalk at Corral Canyon Road. The walking distance for pedestrians using this marked crosswalk could be greater than 1.3 miles in one direction, or 2.6 miles round trip, which results in informal, dispersed and potentially unsafe pedestrian crossings. A pedestrian crossing is needed in this area.

Study Scope

The study area is on and adjacent to 0.7 miles of PCH (PM 49.7 to 50.4) in the City of Malibu, California – specifically between Corral Canyon Road on the west and Malibu Road on the east end. The site is within the California Coastal Commission's Coastal Zone. **Figure 3** shows the study area imposed on an aerial image.

Figure 3: Study Area



The project boundaries are set based on recreational opportunities (hiking and beach access), parking, proximity to amenities and lack of crossing opportunities.

Approach and Methodology

This memorandum presents a desktop-level feasibility analysis based on previously developed studies, reports, and available data to evaluate the potential for a pedestrian crossing at the project location. Upon confirmation of feasibility, the project will proceed into the Caltrans Quality Management and Project Delivery (QMAP) process, which includes project initiation, site-specific data collection, and detailed environmental and engineering analyses.

EXISTING CONDITIONS AND SITE ANALYSIS

Safety Deficiencies

Across the corridor, there are recurring safety issues. The first is conflict among travel modes due to competing demands for shoulder use. In areas without sidewalks or bike lanes, pedestrians, cyclists, buses, parked vehicles, and service activities all rely on the shoulder. This limited space within the public right of way creates frequent operational conflicts that require coordinated management or expansion to improve safety.

Parking is a recurring issue along the corridor. Parking demand on PCH far exceeds what is typical for a major roadway, as much of it is accommodated on-street rather than in off-street lots. Parking maneuvers, including slowing to search for spaces, sudden stops, backing, and reentering traffic, create conflicts with pedestrians and cyclists using the shoulder. These maneuvers also disrupt vehicle flow, increasing friction in the right-hand lane and elevating collision potential.

Conflicts between vehicles and pedestrians are common throughout the corridor. As noted previously, pedestrians often share the shoulder with vehicles, and crosswalk visibility and consistency vary significantly. Additional conflicts arise from transit activity, as all bus riders are pedestrians at the start and end of their trips. Many bus stops, some of which predate ADA requirements, lack safe or direct pedestrian connections – particularly those on the north side of PCH opposite key destinations. Without marked crossings nearby, riders frequently cross mid-block. Access to many stops is limited even for able-bodied users, with some lacking paved paths or connections outside the roadway.

Roadway Characteristics

PCH is a primary north-south highway that follows California's Pacific coastline, providing critical regional connectivity and scenic coastal access. In this segment, PCH is a four-lane highway with notable grades near Malibu Canyon Road and Sea Vista Drive. The vertical alignment varies from flat to rolling terrain in both directions. Due to limited sight distance and vertical curvature, particularly between Latigo Canyon Road and Sea Vista Drive, U-turns are prohibited by median treatments such as raised concrete medians, delineators, or double yellow centerlines.

Left-turn lanes provided at Corral Canyon Road and Puerco Canyon Road. The westbound approach at Corral Canyon Road includes an exclusive U-turn lane. The segment lacks curve, speed, and access warning signs, and street lighting is not provided. Residential driveways and access roads on the north side of PCH have steep grades and lack adequate signing, striping, and illumination. Most driveways along this corridor are limited to right-in/right-out access.

On-street parking is available near commercial areas on both sides of Pacific Coast Highway (PCH), creating potential for sudden parking and turning maneuvers. Near Paradise Cove, for instance, free on-street parking serves as an alternative to paid private parking, leading to frequent U-turns at intersections and midblock locations. These maneuvers contribute to congestion, sudden stops, and vehicle conflicts along the corridor. Street lighting is not provided. The posted speed limit is 50 mph. A speed-monitoring radar is located just west of the Malibu Canyon Road intersection.

The roadway facility is composed of two 12-foot-wide travel lanes and an 8-foot-wide shoulder in each direction. The lanes are separated from each other by either 6- to 12-foot-wide painted median island (western 1,000 feet starting at Corral Canyon Road), or a 6-foot-wide raised concrete median for the remainder of the study area. The functional use zones of this roadway section are illustrated in **Figure 4**.

Figure 4: Roadway Uses



Pedestrian Environment

The City of Malibu attracts millions of visitors annually to its beaches, all accessed via PCH. On-street parking near beaches and the concentration of commercial areas along PCH generate substantial pedestrian activity, creating frequent conflicts with vehicular traffic. In this segment, pedestrians primarily travel between parking areas and destinations, while a smaller portion walk to transit stops or from local residences.

Pedestrian infrastructure is limited, with no sidewalks and few marked crosswalks. Existing crosswalks are located at Corral Canyon Road, with the next nearest crossings 1.9–2.6 miles away, forcing pedestrians to cross midblock. Most pedestrian movement occurs on roadway shoulders or informal paths connecting PCH to beaches, increasing exposure to vehicles. The roadway is divided with parking on both sides, and street lighting is minimal, provided only at the lifeguard structure near Corral Creek and at the Corral Canyon Road traffic signal, which further reduces visibility during low-light conditions.

These conditions – high vehicle speeds, midblock crossings, parking maneuvers, and lack of continuous pedestrian facilities – create elevated safety risks. Transit access is limited; Bus Route 134 provides one stop in each direction near Corral Creek and Corral Canyon Road, generating additional pedestrian-vehicle interactions at these points. The combination of recreational, residential, and commercial land uses, along with limited infrastructure, underscores the need for targeted pedestrian safety improvements in this corridor.

Bicycle Environment

In this section, PCH widens into an undulating four-lane arterial with short but steep grades. Vehicle speeds tend to increase through this segment, although the wider shoulders provide additional space for cyclists. Popular hill-cycling routes are accessed from this area. Driveways and intersecting streets are less frequent than in adjacent segments; however, most intersections lack adequate signage and illumination. Edge striping is present in both directions, but designated bicycle lanes are not provided.

Traffic Data

Traffic data for the study area was obtained from the July 2012 investigation documented in the *2015 PCH Safety Study*. **Table 1** summarizes vehicular Average Daily Traffic (ADT), and **Table 2** presents bicycle peak-hour volumes. Pedestrian volumes were not recorded as part of the 2012 data collection effort; however, they will be documented as part of subsequent engineering studies.

Table 1: Vehicle Average Daily Traffic

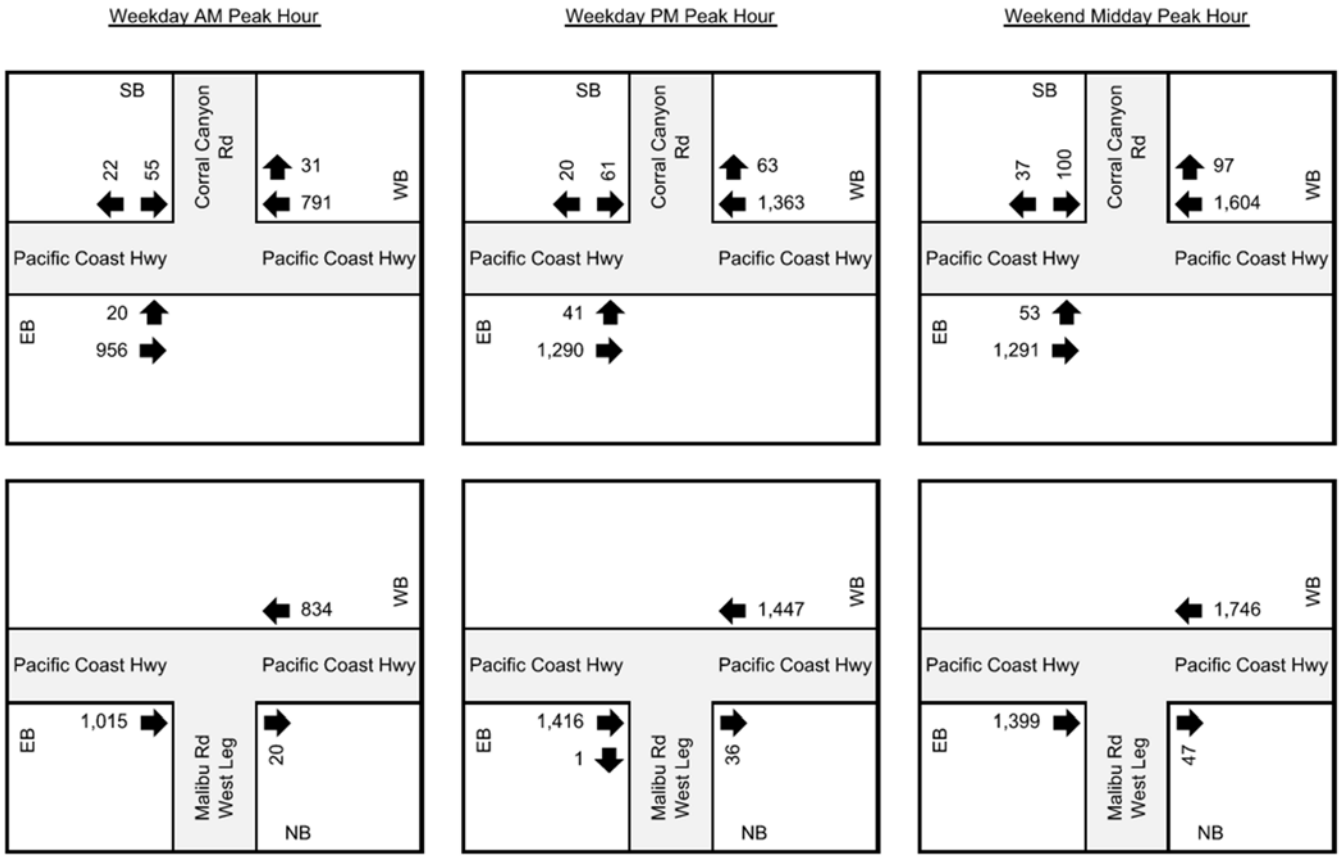
	Weekday	Weekend
Northbound	17,375	20,944
Southbound	17,026	20,393

Table 2: Bicycle Peak Hour Volume

	Weekday	Weekend
Northbound	9	32
Southbound	5	130

Corral Canyon Road and Malibu Road (west leg) bound the study area. Turning movement counts for these intersections were also provided in the 2015 PCH Safety Study. **Figure 5** displays the turning movements for weekday AM and PM, and weekend midday peak hour vehicle volumes.

Figure 5: Turning Movements – PCH at Corral Canyon Road and Malibu Road (West)



Crash history

A review of Statewide Integrated Traffic Records System (SWITRS) data for City of Malibu for all dates available (1/1/2014 to 6/30/2025) shows that there were 1,657 crashes, with 52 victims killed and 2,444 injured. Of these crashes, 126 involved pedestrians (28 killed and 129 injured) and 95 involved bicyclists (5 killed and 101 injured).

Of the 126 pedestrian-involved crashes almost 40% were attributed to crossing not in a crosswalk and associated pedestrian violations:

- 24% Pedestrian failure to yield right-of-way to vehicles when crossing outside of a marked or unmarked crosswalk.
- 8% Pedestrian failure to cross at crosswalks between adjacent traffic signal-controlled intersections.

- 6% Pedestrian failure to walk close to the edge of the roadway when there is no sidewalk present / Pedestrian failure to walk on the left-hand edge of the roadway when outside of a business or resident district, unless crossing is not possible.

Figure 6 is a heat map of crashes involving pedestrians and bicyclists within and adjacent to the project study area.

Figure 6: SWITRS Heat Map of Crashes Involving Pedestrians and Bicyclists



Additional information shown in **Tables 3 and 4** for Malibu and Los Angeles County was obtained from the California Office of Traffic Safety (OTS), the Transportation Injury Mapping System (TIMS), and Caltrans "Annual Crash Data on California State Highways".

Table 3: Collision Data on California State Highways (Conventional Highway; Fatal and Injury; LA County)

	2013	2014	2015	2016	2017	2018	2019	2020	2022	2023	Ave	% Tot
Total	1802	2107	2079	2284	1931	1795	1608	1370	1399	1576	1795	100%
Pedestrians	130	111	113	108	85	96	88	74	82	112	100	5.6%
Bicycle	111	104	116	106	79	71	48	49	34	54	77	4.3%

Table 4: California Office of Traffic Safety (Malibu)

	2018	Rank	2019	Rank	2020	Rank	2021	Rank	2022	Rank	Ave	% Tot
Total	190	1/102	200	1/103	170	1/103	216	1/101	203	1/104	196	100%
Pedestrians	15	1/102	12	1/103	8	5/103	15	1/101	15	1/104	13	6.6%
Bicycle	13	2/102	6	8/103	10	2/103	10	3/101	7	9/104	9	4.7%

ALTERNATIVES ANALYSIS

Identification of Alternatives

No-Build

The no-build alternative assumes existing conditions along PCH would remain, and pedestrians would continue to cross at informal or distant locations. While this option avoids construction and environmental impacts, it does not improve safety, accessibility, or connectivity. Pedestrian-vehicle conflicts would persist or worsen as traffic and visitor activity increase.

At-Grade Alternatives

At-grade alternatives include marked crosswalks, curb extensions, Rectangular Rapid-Flashing Beacons (RRFBs), and Pedestrian Hybrid Beacons (PHBs).

Grade-Separated Alternatives

Analyze pedestrian overpasses or underpasses. Due to the terrain and project location in the California Coastal Zone, overpasses are deemed infeasible.

Evaluation Criteria and Ranking

Table 5 is an initial weighted decision matrix that can be used to compare alternatives based on specific criteria.

Table 5: Evaluation Matrix

	Maximum Possible Points	No-Build	At-Grade Traffic or HAWK Signal	Grade-Separated New Road Bridge with Pedestrian Undercrossing	Grade-Separated Standalone Pedestrian Undercrossing
Safety Benefits	40	0	32	36	40
Connectivity	20	0	20	20	16
Accessibility	15	3	15	12	12
Environmental Impact	10	10	10	3	6
Estimated Cost Rank	10	10	9	1	5
Constructability	5	5	4	1	2
Total	100	28	90	73	81

Safety Benefits

Measures the potential reduction in pedestrian–vehicle conflicts and crashes, and overall safety of use. Higher values indicate greater safety benefits. Grade-separated facilities provide the highest level of protection. The standalone pedestrian undercrossing ranks highest, as it eliminates interaction with traffic and is not expected to be affected by creek storm flows.

Connectivity

Assesses improvements to access between coastal areas, parking, public transportation, restaurants, and restrooms. Higher values indicate stronger connectivity. The at-grade crossing ranks well because users can cross directly without passing under the roadway. The bridge with undercrossing also ranks well, as it allows pedestrian paths both along and under the highway, enhancing access across the creek.

Accessibility
Evaluates compliance with ADA standards. All the build alternatives provide ADA-compliant access. The at-grade option ranks well since it avoids elevation changes. While undercrossing options include ADA ramps, the required grade changes may reduce user convenience.

Environmental Impact
Considers potential effects on wetlands, habitats, and other sensitive resources. The at-grade option ranks highest due to its smaller footprint, minimal excavation, and avoidance of riparian habitat near the creek.

Estimated Cost Rank
Project cost estimates were prepared and then ranked linearly from least cost ranked 10 to highest cost ranked 1.

Constructability
This covers ease of construction, including right of way or easement acquisition and utility conflicts. The no-build and at-grade options rank highest.

FINANCIAL FEASIBILITY

Table 6 provides a high-level breakdown of estimated costs for the four alternatives. The costs are based on Caltrans Construction Contract Cost Data base and their "11-Page Preliminary Cost Estimate Template."

Table 6: Planning-Level Cost Estimate

	No-Build	At-Grade Traffic or HAWK Signal	Grade-Separated New Road Bridge with Pedestrian Undercrossing	Grade-Separated Standalone Pedestrian Undercrossing
Roadway and Structures Construction	$0	$1,395,000	$12,200,000	$5,425,000
Right of Way	$0	$0	$2,500,000	$1,875,000
Support	$0	$965,000	$8,100,000	$3,600,000
Total	$0	$2,360,000	$22,800,000	$10,900,000

Roadway and Structures Construction
Capital construction costs are included in this section. Subsections include earthwork, pavement structural section, drainage, specialty items, environmental, traffic items, minor items, structures, mobilization, and contingency.

Right of Way
Right of way and easement acquisition capital costs are included in this category of project expense. Project-borne utility relocation expenses are included here as well.

Support
These include non-capital costs such as Caltrans and City management, engineering and planning for PID, PA&ED and PS&E phase work activities, right of way work and construction management, inspection, and testing.

RECOMMENDATIONS AND NEXT STEPS

The objective of this memorandum is to assess, with supporting documentation, the feasibility of a pedestrian crossing within the study area on Pacific Coast Highway (PCH) between Corral Canyon Road and Malibu Road. The findings indicate that multiple alternatives could satisfy the project's purpose and need. Based on this determination, the next step is to initiate the Caltrans Quality Management Assessment Process (QMAP) through commencement of the Project Initiation Document (PID) phase.