

**CONTRACT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF WATSONVILLE AND NHA ADVISORS**

**THIS CONTRACT**, is made and entered into this December 12, 2023, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **NHA Advisors, LLC**, hereinafter called "Consultant."

**WITNESSETH**

**WHEREAS**, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

**WHEREAS**, Consultant has the requisite skill, training, qualifications, and experience to render such services called for under this Contract to City.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**SECTION 1. SCOPE OF SERVICES.** Consultant shall perform those services as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein.

**SECTION 2. TERM OF CONTRACT.** The term of this Contract shall be from November 12, 2023, to June 30, 2027, inclusive.

**SECTION 3. SCHEDULE OF PERFORMANCE.** The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

**SECTION 4. COMPENSATION.** The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

**SECTION 5. METHOD OF PAYMENT.** Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

**SECTION 6. INDEPENDENT CONSULTANT.** It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement

benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

**SECTION 7. ASSIGNABILITY.** Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

#### **SECTION 8. INDEMNIFICATION.**

To the full extent permitted by law (subject to the limitations of Civil Code section 2782.8 for any "design professional services" performed under this Contract), Consultant will indemnify, hold harmless, release and defend the City (including its officers, elected or appointed officials, employees, volunteers or agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses or costs, including legal costs and attorney's fees)(collectively "Liability") of any nature, to the extent arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Contract. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Contract are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers compensation insurance.

#### **SECTION 9. INSURANCE.**

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force throughout the term of this Contract a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars (\$1,000,000.00) to cover all professional services rendered pursuant to this Contract.

B. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

D. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

E. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self-insured retention is increased.

**SECTION 10. NON-DISCRIMINATION.** Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin or disability in connection with or related to the performance of this Contract.

#### **SECTION 11. TERMINATION.**

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

**SECTION 12. COMPLIANCE WITH LAWS.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

**SECTION 13. GOVERNING LAW.** City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Municipal or Superior Court of the County of Santa Cruz.

**SECTION 14. PRIOR CONTRACTS AND AMENDMENTS.** This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

**SECTION 15. CONFIDENTIAL INFORMATION.** All data, documents, discussions or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

**SECTION 16. OWNERSHIP OF MATERIALS.** All reports, documents or other materials developed or received by Consultant, or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

**SECTION 17. COVENANT AGAINST CONTINGENT FEES.** The Consultant covenants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract, for breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

**SECTION 18. WAIVER.** Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

**SECTION 19. CONFLICT OF INTEREST.**

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

**SECTION 20. AUDIT BOOKS AND RECORDS.** Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

**SECTION 21. NOTICES.** All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

**CITY**

City Clerk's Office  
275 Main Street, Suite 400  
Watsonville, CA 95076  
(831) 768-3040

**CONSULTANT**

NHA Advisors, LLC  
4040 Civic Center Drive, Suite 200  
San Rafael, CA 94903  
(415) 785-2025

**SECTION 22. EXHIBITS:**

- Exhibit A: Scope of Services
- Exhibit B: Schedule of Performance
- Exhibit C: Compensation
- Exhibit D: Consultant Disclosure

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**WITNESS THE EXECUTION HEREOF**, on the day and year first hereinabove written.

**CITY**

**CONSULTANT**

**CITY OF WATSONVILLE**

**NHA ADVISORS, LLC**

BY \_\_\_\_\_  
Rene Mendez, City Manager

BY \_\_\_\_\_  
Eric J. Scriven, Principal

**ATTEST:**

BY \_\_\_\_\_  
Irwin I. Ortiz, City Clerk

**APPROVED AS TO FORM:**

BY \_\_\_\_\_  
Samantha W. Zutler, City Attorney

## EXHIBIT "A"

### SCOPE OF SERVICES

The scope of work will generally include, but will not be limited to, the following services:

The Firm also may be called upon to assist with the issuance of debt, including for guaranteed energy savings projects/contracts. Assistance may include, but may not be limited to:

- review and analysis of complex business plans and financial proposals, including those for refunding opportunities, made to the City.
- selling bonds or obtaining other debt financing by performing tasks such as:
  - advising on the essential features of the bond or other financing structure.
  - providing market analysis and information to determine the best method of sale or course of action for the City.
  - assisting with or preparing requests for proposals as appropriate for other professional services needed to carry out the financing.
  - participating in the preparation of offering or other documents needed for the financing.
  - preparing or coordinating the preparation of material for such purposes as rating agency and credit enhancement review processes.
  - coordinating the bidding for bonds in a competitive sale.
  - negotiating bond terms in a negotiated sale.
  - working with the finance team to facilitate an effective bond sale or other closing and delivery of proceeds.
  - providing post-sale advice on proceeds investments (as needed).
- preparation and submittal of continuing disclosure reports annually, or as otherwise required by the City's current or future bond covenants, to the Electronic Municipal Market Access, a service of the MSRB.
- ◆ **General Financial Assistance**
  - Work with **CITY** staff to review and provide advice on operational budgets
  - Develop financial models for funding capital needs
  - Assist in appropriate disclosure for annual financial reporting
  - Assist in appropriate continuing disclosure for outstanding obligations requiring annual filing
  - Review and respond to general questions related to public finance
  - Assist staff with reports or information items related to financing strategies or opportunities

- Respond to general inquiries from staff
- ◆ **Development Finance**
  - Review proposed development plans for public infrastructure requirement or other possible financeable components
  - Develop initial funding model and tax impact of potential bond financing
  - Work with **CITY** staff and property owner to understand financial impact of project scoping on future property tax collections
  - Develop non-capital (services) funding vehicle if requested by the **CITY**
  - Work with **CITY** staff, consultants and property owner to develop funding agreement
- ◆ **Utility Financing**
  - Review **CITY**'s existing bond obligations
  - Develop financial model addressing coverage requirements and future parity capacity
  - Calculate feasibility of refinancing any outstanding obligations
  - Develop financing options
- ◆ **General Fund Financing**
  - Review the **CITY**'s existing general fund obligations
  - Calculate feasibility of refinancing any outstanding obligations
  - Develop financing options
  - Budget and cash flow review and analysis
- ◆ **Presentation to CITY Council, Staff or Other Stakeholders (as requested)**
  - Develop presentation materials or memos detailing financing information
  - Present information in any format as determined by **CITY** staff

## **EXHIBIT "B"**

### **SCHEDULE OF PERFORMANCE**

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the schedule established at a later date.

## EXHIBIT “C”

### COMPENSATION

- a. Total Compensation. The total obligation of City under this Contract shall not exceed \$100,000 per fiscal year of the contract term, without further approval from the City Council.
- b. Basis for Payment. Payment(s) to consultant for services performed under this Contract shall be made as follows and shall include payment for reimbursable expenses pre-approved by the City.
- c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Finance Director. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City’s purchase order number for this Contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.
- d.

#### *Debt Issuance*

##### **Base Municipal Advisory Services**

For potential bond financing(s), NHA proposes to use a base fee with potential add-ons depending on the type of financing. The base fee is a function of method of sale, the time involved in the process, the complexity of the financing, and the financing structure.

The table below identifies the base fees for each of the three methods of sale – (1) private placement with a private party or bank (requiring no public offering disclosure document), (2) negotiated public offering with a pre-selected underwriter, or (3) competitive public offering engaging an underwriter through a competitive sale.

Method of Sale	Short-Term Cash Flow Financing Base Fee	Bond, Loan or Other Debt Financing Base Fee
Private Placement	\$18,500 - \$22,500	\$37,500 - \$47,500
Public Offering – Negotiated Sale	\$20,500 - \$25,500	\$47,500 - \$62,500
Public Offering – Competitive Sale	\$22,500 - \$27,500	\$52,500 - \$67,500

##### **Additional Services**

***Credit Rating Process (as Needed)*** – For services related to a credit rating process, NHA will receive a fee for services as follows.

Credit Rating Process	Fee
Short-Term Cash Flow Financing	\$5,000
Long-Term Financing	\$10,000

**Request for Proposals (Upon Request)** – If the City has not engaged consultants to provide certain services required as part of financing process, at the City’s direction, NHA will undertake the solicitation of one or more of these parties for the fees outlined in the following rate table.

Request for Proposal Process	Fee
Broker-Dealer (Underwriter/Placement Agent)	\$5,000
Bond/Disclosure Counsel	\$2,500
Special Tax Consultant	\$2,000
Fiscal Consultant	\$1,500
Trustee	\$1,000

### Consultant Rate Schedule

Staff Allocation	Hourly Rate
Principal	\$350
Director / Senior Vice President	\$325
Vice President	\$300
Assist. Vice President / Sr. Associate	\$275
Associate	\$250
Senior Analyst	\$225
Analyst	\$200
Administrative	\$100

### Expenses (Out-of-Pocket)

All expenses will be billed directly at cost to the city. Expenses will be limited to those necessary for the completion of the project and with pre-approval from the City.

## EXHIBIT D

### MUNICIPAL ADVISOR DISCLOSURES

#### Fiduciary Duty

NHA Advisors, LLC (“**NHA Advisors**”) is registered as a Municipal Advisor with the U. S. Securities and Exchange Commission (“SEC”) and Municipal Securities Rulemaking Board (“MSRB”). As such, **NHA Advisors** has a fiduciary duty to the **City** and must provide both a Duty of Care and a Duty of Loyalty that entail the following.

#### Duty of Care:

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide the **City** with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to the **City’s** determination as to whether to proceed with a course of action or that form the basis for any advice provided to the **City**; and
- d) undertake a reasonable investigation to determine that **NHA Advisors** is not forming any recommendation on materially inaccurate or incomplete information; **NHA Advisors** must have a reasonable basis for:
  - i. any advice provided to or on behalf of the **City**;
  - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the **City**, any other party involved in the municipal securities transaction or municipal financial product, or investors in the **City** securities; and
  - iii. any information provided to the **City** or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

#### Duty of Loyalty:

**NHA Advisors** must deal honestly and with the utmost good faith with the **City** and act in the **City’s** best interests without regard to the financial or other interests of **NHA Advisors**. **NHA Advisors** will eliminate or provide full and fair disclosure (included herein) to the **City** about each material conflict of interest (as applicable). **NHA Advisors** will not engage in municipal advisory activities with the **City** as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the **City’s** best interest.

#### Conflicts of Interest and Other Matters Requiring Disclosures

As of the commencement date of the Project, there are no actual or potential material conflicts of interest, other than those potential conflicts noted below, that **NHA Advisors** is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If **NHA Advisors** becomes aware of any material potential conflict of interest that arises after this disclosure, **NHA Advisors** will disclose the detailed information in writing to the **City** in a timely manner.

Pursuant to MSRB Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of **NHA Advisors** and its associated persons.

The following are potential conflicts of interest to be considered.

- **NHA Advisors** represents that in connection with the issuance of municipal securities, **NHA Advisors** may receive compensation from the **City** for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, **NHA Advisors** hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding **NHA Advisors'** ability to provide unbiased advice to enter into such transaction. The contingent fee arrangement creates an incentive for **NHA Advisors** to recommend unnecessary financings or financings that are disadvantageous to the **City**, or to advise the **City** to increase the size of the issue. This potential conflict of interest will not impair **NHA Advisors'** ability to render unbiased and competent advice or to fulfill its fiduciary duty to the **City**.
- **NHA Advisors'** fees under this potential agreement may be based on hourly fees of **NHA Advisors'** personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest because it could create an incentive for **NHA Advisors** to recommend alternatives that would result in more hours worked. This conflict of interest will not impair **NHA Advisors'** ability to render unbiased and competent advice or to fulfill its fiduciary duty to the **City**.
- **NHA Advisors'** fees under this potential agreement may be a fixed amount established at the outset of this potential agreement. The amount is usually based upon an analysis by the **City** and **NHA Advisors** of, among other things, the expected duration and complexity of the transaction and the scope of services to be performed by **NHA Advisors**. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, **NHA Advisors** may suffer a loss. Thus, **NHA Advisors** may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest will not impair **NHA Advisors'** ability to render unbiased and competent advice or to fulfill its fiduciary duty to the **City**.
- The fee paid to **NHA Advisors** increases the cost of investment to the **City**. The increased cost occurs from compensating **NHA Advisors** for municipal advisory services provided.
- **NHA Advisors** serves a wide variety of other clients that may, from time to time, have interests that could have a direct or indirect impact on the interests of another **NHA Advisors** client. For example, **NHA Advisors** serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the **City**. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, **NHA Advisors** could potentially face a conflict of interest arising from these competing client interests. **NHA Advisors** fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the **City**.
- Gerald Craig Hill, the Managing Principal of NHA Advisors is currently serving as an outside director for the HdL Companies based in Diamond Bar, CA. HdL Companies is a software and professional services consulting company providing revenue data and collections information to local governments, potentially including NHA Advisors' clients. HdL Companies have affiliates including, but not limited to, HdL Coren & Cone. From time to time, NHA Advisors utilizes the services of HdL Coren & Cone for its clients. NHA Advisors is mindful of this conflict of interest and fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith when this situation arises.

- **NHA Advisors** does not have any affiliate that provides any advice, service, or product to or on behalf of the **City** that is directly or indirectly related to the municipal advisory activities to be performed by **NHA Advisors**.
- **NHA Advisors** has not made any payments directly or indirectly to obtain or retain **NHA Advisors'** municipal advisory business.
- **NHA Advisors** has not received any payments from third parties to enlist **NHA Advisors'** recommendation to the **City** of its services, any municipal securities transaction, or any municipal finance product.
- **NHA Advisors** has not engaged in any fee-splitting arrangements involving **NHA Advisors** and any provider of investments or services to the **City**.
- **NHA Advisors** does not have any legal or disciplinary event that is material to the **City's** evaluation of the municipal advisory or the integrity of its management or advisory personnel.
- **NHA Advisors** does not act as principal in any of the transaction(s) related to this potential agreement.

### Legal Events and Disciplinary History

**NHA Advisors** does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The **City** may electronically access **NHA Advisors'** most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

[www.sec.gov/edgar/searchedgar/companysearch.html](http://www.sec.gov/edgar/searchedgar/companysearch.html)

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

### Recommendations

If **NHA Advisors** makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the **City** and is within the scope of the engagement, **NHA Advisors** will determine, based on the information obtained through reasonable diligence of **NHA Advisors** whether a municipal securities transaction or municipal financial product is suitable for the **City**. In addition, **NHA Advisors** will inform the **City** of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which **NHA Advisors** reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the **City**; and
- whether **NHA Advisors** has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the **City** objectives.

If the **City** elects a course of action that is independent of or contrary to the advice provided by **NHA Advisors**, **NHA Advisors** is not required on that basis to disengage from the **City**.

### Municipal Securities Rulemaking Board Rule G-10 Disclosure

Pursuant to MSRB Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- **NHA Advisors** is currently registered as a Municipal Advisor with the SEC and MSRB.
- Within the MSRB website at [www.msrb.org](http://www.msrb.org), the **City** may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

### Record Retention

Effective July 1, 2014, pursuant to the SEC record retention regulations, **NHA Advisors** is required to maintain, in writing, all communication and created documents between **NHA Advisors** and the **City** for five (5) years.

If there are any questions regarding the above, please do not hesitate to contact **NHA Advisors**.