

WEST & ASSOCIATES L.L.P.  
ATTORNEYS AND COUNSELORS AT LAW

ROYCE WEST  
CRAIG A. CAPUA  
TONYA TARPEH  
DEANNE PRICE CLAIRE  
MICHAEL C. LACTSON  
NICOLE COLLIER  
LOUIS A. BEDFORD, IV  
TWANA W. ALLEN  
BRIAN M. KING  
STEPHEN E. JONES

OF COUNSEL  
DIANA LAQUEY EZZELL  
ANTHONY LYONS  
EDGARDO E. COLÓN

320 SOUTH R.L. THORNTON FREEWAY, SUITE 300  
DALLAS, TEXAS 75203

OFFICE: 214-941-1881  
FAX: 214-941-1399

WWW.WESTLLP.COM

HOUSTON OFFICE  
440 LOUISIANA  
SUITE 1880  
HOUSTON, TEXAS 77002  
OFFICE: 713-425-7293  
FAX: 713-425-7299

FORT WORTH OFFICE  
101 S. JENNINGS AVENUE  
SUITE 210  
FORT WORTH, TEXAS  
76104  
OFFICE: 817-877-1881  
FAX: 817-458-4695

April 26, 2024

Sent via Email: [j.quin@cityofhutchins.org](mailto:j.quin@cityofhutchins.org)  
City of Hutchins  
Attn: James Quin, City Administrator  
321 North Main Street,  
Hutchins, Texas 75141

Re: Bond Counsel Services

Dear Sir / Madame:

West & Associates L.L.P. ("West & Associates") are very pleased to serve as bond counsel ("Bond Counsel") on matters relating to the issuance of bonds, notes, certificates or other obligations ("Bonds") issued by or on behalf of the City of Hutchins. (the "City").

The purpose of this letter is to set out in writing our fees and the scope of our duties in connection with the issuance of Bonds by the City, and to outline our responsibilities in connection with any such engagement.

As Bond Counsel we would perform a specialized legal service. The tasks which our firm would undertake would be those necessary to rendering an opinion to the effect that the Bonds have been authorized, issued, and delivered in accordance with the Constitution and laws of the State of Texas, constitute valid and legally binding obligations of the City, and that the interest on the Bonds is exempt from Federal income taxes under existing statutes, regulations, rulings, and court decisions, if the Bonds are intended to be issued as tax-exempt obligations under federal income tax laws. In particular, we would prepare and direct the legal proceedings and perform the other necessary legal services with reference to the authorization, issuance, and delivery of the Bonds, including the following:

1. Preparing all instruments pursuant to which Bonds will be authorized, secured, sold, and delivered in consultation with the City (the "City"), the City staff, the City's financial advisors, and other officials and consultants of the City.
2. Attending meetings of the City and meetings with the City staff to the extent required or requested.

3. Attending meetings with prospective bond purchasers and meetings with rating agencies or credit enhancers to the extent required or requested.
4. Cooperating with the City and its consultants, including specifically the City's financial advisors and counsel, in the preparation of official statements or other securities laws disclosure documents, including review of the information therein describing the Bonds, the security therefor, and the federal income tax status thereof.
5. Cooperating with the City and its consultants, including specifically the City's financial advisors and counsel, in reviewing documents prepared for submission to national and/or state repositories with respect to the City's responsibilities under Rule 15c2-12 promulgated by the United States Securities and Exchange Commission.
6. Preparing and submitting forms and other information to the Texas Bond Review Board, as required by law.
7. Submitting the Bonds and the transcript of proceedings relating to the Bonds to the Attorney General of the State of Texas for approval and obtaining the registration of the Bonds by the Comptroller of Public Accounts of the State of Texas, as required by law.
8. Supervising the preparation, printing, execution, and delivery of the Bonds to the initial purchasers thereof.
9. When so delivered, rendering an opinion covering the validity of the Bonds under Texas law and the status of the interest thereon under federal income tax laws.
10. Providing follow-up advice concerning such subjects as arbitrage and rebate matters, the application of bond proceeds, new developments in the law concerning bond issues, federal income tax laws, continuing disclosure issues, and changes in industry practices.

The services described above to be provided as Bond Counsel do not include any responsibility for investigating the general financial condition and affairs of the City, nor do they include any responsibility with respect to litigation to which the City is a party. Our approving legal opinion as Bond Counsel will contain a paragraph substantially to the effect that we have acted as Bond Counsel for the City for the sole purpose of rendering an opinion with respect to the legality and validity of the Bonds under the Constitution and laws of the State of Texas, and with respect to the exemption of the interest on the Bonds from federal income taxes, and for no other reason or purpose. That paragraph of our opinion will also disclose that we have not been requested to investigate or verify any record, data, or other material relating to the financial condition or capabilities of the City or the organization for which the Bonds are issued, and have not assumed any responsibility with respect thereto.

In accordance with Section 1201.027 of the Texas Government Code, which provides that an issuer has the exclusive authority to determine the basis for compensation for legal services of the nature described in this engagement letter, the fees covering the legal services of our firm incurred in connection with the issuance and delivery of a series of Bonds by the City will be calculated based on the following formula: A base fee of \$17,500 and \$1.00 per \$1,000 principal amount of the aggregate principal amount of Bonds issued and delivered by the City not up to \$100 million; \$0.50 per \$1,000 principal amount of the aggregate principal amount of Bonds issued and delivered by the City in excess of \$100 million and not greater than \$200

million in principal amount of Bonds issued and delivered by the City; and \$0.25 per \$1,000 principal amount of the aggregate principal amount of Bonds issued and delivered by the City in excess of \$200 million in principal amount.

Also, we would be reimbursed for our actual out-of-pocket expenses reasonably and necessarily incurred in connection with the authorization, issuance, and delivery of each series or issue of Bonds. We will not incur expenses for travel without the approval of the City. West & Associates' federal taxpayer identification number is 06-1785983.

The fee quoted for the foregoing legal services as Bond Counsel is not inclusive of the fee covering the legal services to be performed by our firm in connection with the issuance of refunding bonds by the City. Such fees for legal services shall be determined on the basis of the following formula: \$1.50 per \$1,000 principal amount of the aggregate principal amount of Bonds issued and delivered by the City, with a minimum fee of \$20,000 per issue.

The fees and out-of-pocket expenses incurred with respect to the performance by our firm of services rendered in a capacity outside of our customary role as Bond Counsel, such as in connection with on-going compliance by the City with the provisions of Rule 15c2-12 of the U.S. Securities and Exchange Commission, the review of compliance by the City with federal income tax laws (other than in connection with the delivery of Bonds), as well as miscellaneous legal services requested by the City and its staff, will, unless governed by a separate engagement letter by and between the City and firm, be billed to the City on a monthly basis, as incurred. These services would be provided upon specific authorization from the City. Any fees so incurred would be charged on an hourly basis at the customary billing rates for the attorneys of our firm working on the matter. The hourly rates to be charged range from \$500 to \$750 an hour, depending on the attorney working on the matter. The hourly rates of Royce West, Tonya Tarpeh or other senior partners, tax counsel assigned to this account, shall be billed at \$750 per hour. Such services will be performed only upon the request of City staff, and we will advise the City Administrator or his designee General Counsel's office of the estimated amount of time and expense we would anticipate would be incurred as a result of the performance of such services.

Our fees and expenses for each series or issue of Bonds issued would be contingent upon the delivery of the Bonds to the purchasers thereof, and would be payable at the time of delivery of and payment for such series or issue of Bonds.

As you are aware, our firm represent many other entities and individuals. It is possible that during the time that our firm are representing the City, some of our respective present or future clients will have disputes or transactions with the City. You agree that we may continue to represent or may undertake to represent existing or new clients in any matter that is not substantially related to our work as Bond Counsel to the City and on behalf of entities issuing bonds for the benefit of the City. We are not aware of any representation of clients by our firm that would constitute a conflict of interest in representing the City as Bond Counsel. If potential conflicts are identified, our firm will meet with the General Counsel and discuss the potential conflict with you. If requested, either firm will recuse itself if it is determined that a potential conflict could result in inadequate representation of the City's interests.

In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we each employ reasonable efforts to keep such communications, documents and data secure in accordance with our respective obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

Pursuant to Section 2270.002, Texas Government Code, the firm represents that as a "Company", as defined in Section 808.001, Texas Government Code, the firm does not Boycott Israel and, subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, the firm, as a "Company", as defined in Section 808.001, Texas Government Code, agrees not to Boycott Israel during the term of this engagement. For purposes of this Section, "Boycott Israel" shall have the meaning given such term in Section 2270.002, Texas Government Code.

Except as hereinafter provided, the term of this agreement will expire on April 30, 2026, unless the City, in the sole discretion thereof, determines to extend this agreement for up to two additional terms of not greater than one year for each such extension term. If the City so extends this agreement as provided above, the term of this agreement shall expire upon the end of the extension period. This agreement shall be terminable at will by either of the parties upon giving the other party thirty (30) days written notice of such termination.

We hope that the terms as described in this letter are satisfactory to you. Of course, we are available to discuss this matter further. Please let me know if you have any questions or comments regarding the above.

\*\*\*\*\*Signature Page to follow\*\*\*\*\*

Sincerely yours,

WEST & ASSOCIATES L.L.P.

By: \_\_\_\_\_

Royce West  
Managing Partner

ACCEPTED this \_\_\_ day of \_\_\_\_\_, 2024.

CITY OF HUTCHINS

By: \_\_\_\_\_

Title: City Administrator

ACCEPTED this \_\_\_ day of \_\_\_\_\_, 2024.