

SERVICE AGREEMENT NO. 2078

BOND COUNSEL SERVICES

THIS **Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Norton Rose Fulbright US LLP ("Bond Counsel"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Bond Counsel has been selected to provide Bond Counsel Services in response to Request for Qualifications No. 2078 ("RFQ"), which RFQ includes the required scope of work and all specifications and which RFQ and the Contractor's response are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Bond Counsel agree as follows:

1. **Scope.** Bond Counsel will provide Bond Counsel Services ("Services") in accordance with this Agreement and the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
2. **Non-bond related legal services.** This Section applies to non-bond related legal services. Each such service that Bond Counsel is requested to perform for City hereunder shall be designated a Task Order. No Task Order shall be binding or enforceable unless and until it has been properly executed by City Contract Administrator, City Attorney, and Bond Counsel. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement. A detailed Scope of Services and fee will be developed for each Task Order prior to execution of the services.
3. **Term.** This Agreement is for debt issued within five years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Contracts and Procurement Department. The parties may mutually extend the term of this Agreement for up to five additional one-year periods ("Option Period(s)"), provided, the parties do so in writing and prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.

(A) This Agreement shall be applicable to any Task Order issued hereunder from the date of the notice to proceed until the work under the Task Order is complete.

(B) The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Contractor shall perform services and provide deliverables within a reasonable time.

4. Compensation and Payment.

The total value of this Agreement is not to exceed \$800,000, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Bond Counsel has identified its standard expenses on the Attachment B. Bond Counsel must obtain prior written approval of the City regarding payment for any expenses that are not identified in the Attachment B. The Contractor shall undertake no activities that will result in billing utilizing the Hourly Fee Schedule without the prior written direction of the City's Director of Financial Services and the City Attorney.

5. Contract Administrator. The Contract Administrator and the City Attorney or designees are responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Alma Casas, Interim Director
Department: Financial Services
Phone: 361.826.3610
Email: almac@cctexas.com

6. Insurance. Before performance can begin under this Agreement, the Bond Counsel must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment D, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

7. Acceptance. Any Services that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Bond Counsel, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's price, must be paid by the Bond Counsel within 30 days of receipt of City's invoice.

8. Right of Review and Audit.

City, or its designees, has the right to audit, examine or inspect, at City's election, all of the Bond Counsel's records relating to the performance of the Services under this Agreement, during the term of this Agreement and the retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Bond Counsel agrees to retain its records for a minimum of four years following termination or expiration of this Agreement. Bond Counsel shall continue to retain all records during the pendency of any dispute related to this Agreement. The City has the right to inspect and audit all books, records, and documents of the Firm pertaining to this engagement at any reasonable time. If Bond Counsel is asked to provide information to the City or its designees for auditing purposes, Bond Counsel shall provide such information at no additional cost to the City.

(A) Records retained by Bond Counsel shall include any and all information, materials and data of every kind and character generated as a result of the Services under this Agreement.

(B) City agrees that it shall exercise its right to audit, examine or inspect Bond Counsel's records only during City's regular business hours. Upon reasonable notice, Bond Counsel agrees to allow City's designee access to all of Bond Counsel's records, Bond Counsel's facilities and Bond Counsel's current or former employees, deemed necessary by City or its designee, to perform such audit, examination or inspection. Bond Counsel also agrees to provide adequate and appropriate work space necessary to City or its designee to conduct such audit, examination or inspection.

(C) Bond Counsel shall include this audit clause in any subcontractor, supplier or vendor contract.

9. Non-Appropriation. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

10. Independent Contractor. Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City. City may explain to Contractor the City's goals and objectives in regard to the

work performed by Contractor, but City shall not direct Contractor on how or in what manner these goals and objectives are to be met.

11. **Subcontractors.** Contractor may use subcontractors for non-legal services in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of the Contractor's response to the RFQ. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work.
12. **Amendments.** This Agreement may be amended or modified only by written change order signed by both parties.
13. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same. **NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.**
14. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
15. **Ownership of Documents.** Contractor agrees that, upon payment, City shall exclusively own any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to or as a result of this Agreement. Contractor may make a copy for its files. Any reuse, without specific written verification or adaptation by Contractor, shall be at City's sole risk and without liability or legal exposure to Contractor.
16. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi

Attn: Alma Casas

Title: Interim Director of Finance

Address: 1201 Leopard St, 4th Floor, Corpus Christi, TX 78401

Phone: 361.826.3610

Fax: 361.826.3647

IF TO BOND COUNSEL:

Norton Rose Fulbright

Attn: Clay Binford

Title: Partner

Address: 300 Convent Street, Suite 2100, San Antonio, TX 78205

Phone: 210.270.7102

Fax: 210.892.9494

18. INDEMNIFICATION. BOND COUNSEL SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE BOND COUNSEL OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE BOND COUNSEL OR ITS EMPLOYEES OR AGENTS. BOND COUNSEL MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF BOND COUNSEL UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

Bond Counsel shall defend Indemnitees, with counsel satisfactory to the City Attorney, from and against any and all claims, damages, liabilities or costs, including reasonable attorney fees and court costs, if the claim is not based wholly or partly on the negligence of, fault of or breach of contract by Indemnitee. If a claim is based wholly or partly on the negligence of, fault of or breach of contract by Indemnitee, the Contractor shall reimburse the City's reasonable attorney's fees in proportion to the Bond Counsel's liability.

Bond Counsel must advise City in writing within 24 hours of any claim or demand against City or Bond Counsel known to Bond Counsel related to or arising out of Contractor's activities under this Agreement.

17. Termination.

(A) This contract is terminable by the City with or without cause. Upon termination of this Agreement, Bond Counsel shall submit all completed and/or partially completed work under this Agreement. Bond Counsel shall mark partially completed work as "Draft" and does not guarantee the accuracy or reliability of partially completed work submitted in accordance with this paragraph.

(B) Upon termination of this Agreement, Bond Counsel shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of the termination. Absent any reason why the City may be compelled to withhold fees, Bond Counsel will be compensated for its services based upon a Time and Materials calculation or City's estimate of the portion of the total services actually completed at the time of termination. There will be no compensation for anticipated profits on services not completed. Upon receipt of a written request by the City, the Firm shall immediately discontinue work under the Agreement and transmit all files or written materials to the City. Thereafter, only those legal services necessary to effectuate termination of representation or transfer to another attorney may be performed. All such services must be expressly authorized in advance and in writing by the City Attorney.

(C) Bond Counsel acknowledges that the City is a public entity and has a duty to document the expenditure of public funds. Failure of Bond Counsel to comply with the submittal of the statement and documents as required above shall constitute a waiver by Bond Counsel of any and all rights or claims to payment for services performed under this Agreement.

18. Assignment. No assignment of this Agreement by the Bond Counsel, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Bond Counsel is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

19. Standard of Care. Services provided by Bond Counsel under this Agreement shall be performed with the professional skill and care ordinarily provided by competent attorneys practicing under the same or similar circumstances and professional license; and performed as expeditiously as is prudent.

20. **Licensing.** All work required by or relating to this Agreement or any Task Order shall be completed by personnel with appropriate licensure, registration and/or certification(s).
21. **Confidential Matters and Proprietary Information.** Bond Counsel recognizes that during the course of contract performance, Bond Counsel may acquire knowledge or confidential information. Bond Counsel agrees to keep all such information confidential and in a secure place and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly, for his or her own benefit or for the benefit of another, either during or after contract performance, any such confidential information.
22. **Conflicts of Interest.** Counsel represents that Counsel has not identified any potential conflicts of interest regarding Counsel's performance under this Agreement. Counsel represents that Counsel will endeavor to avoid potential conflicts of interest. If any potential conflicts are identified, Counsel must notify the City Attorney immediately in writing for final resolution of the conflict.
23. In providing legal services, the Counsel and each attorney in the firm must fully comply with the Texas Disciplinary Rules of Professional Conduct. The Counsel shall promptly notify the City Attorney in writing of any disciplinary action or malpractice action is instituted against the Counsel or an attorney providing services to the City under this Agreement.
24. **No Third Party Beneficiaries.** Nothing in this Agreement can be construed to create rights in any entity other than City and Bond Counsel. Neither the City nor Bond Counsel intends to create third party beneficiaries by entering into this Agreement.
25. **Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
26. **Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the RFQ (Exhibit 1); then,
 - D. the Bond Counsel's response (Exhibit 2).

- 27. Certificate of Interested Parties.** Bond Counsel agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.
- 28. Verification Regarding Israel.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Bond Counsel verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 29. Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 30. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

(SIGNATURE PAGE FOLLOWS)

BOND COUNSEL

Signature: 

Printed Name: Clay Binford

Title: Partner

Date: May 22, 2019

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: Kim Baker

Title: Director of Contracts and Procurement

Date: _____

APPROVED AS TO LEGAL FORM:

Assistant City Attorney

Date

Attached and Incorporated by Reference:

Attachment A: Scope of Work

Attachment B: Pricing Schedule

Attachment C: Insurance Requirements

Incorporated by Reference Only:

Exhibit 1: RFQ No. 2078

Exhibit 2: Bond Counsel's Response

Attachment A – Scope of Work

1.1. General Requirements

The Contractor shall serve as Bond Counsel to the City of Corpus Christi and affiliated entities in the administration and the sale of municipal bonds and other financing vehicles. Debt issues may include bonds, certificates of obligation, commercial paper, contractual obligations, notes and other instruments, and all types authorized under State law.

1.2. Scope of Work

The scope of work shall include, but will not be limited to:

- A. Provide advice and assistance on the legal requirements of various municipal financing structures.
- B. Review and approve official statements that are prepared by the City's Financial Advisor and proper disclosures to prospective bidders and bond purchasers. Provide advice, on a continuing basis as needed, concerning tax issues, securities, and disclosure responsibilities of City with respect to its debt issuances. Provide opinions of bond counsel regarding whether Bond Counsel, to its knowledge, is aware of any facts or omission of facts that would make the City's disclosure untrue or misleading. Provide opinions on how best to disclose on EMMA and compliance with SEC requirements.
- C. Assist the City in preparing for bond elections, drafting bond propositions (ballot), scheduling, related notices, ordinances, and all other required documents for calling bond elections; including all required federal and state submissions.
- D. Represent the City in the preparation of any bond purchase contracts and ensuring that all participants, including underwriters and investment banking firms, whether retained by or contracting with the City, disclose all conflicts of interest to and with the City and any other parties involved in the bonds.
- E. Make prospective legal recommendations on credit enhancement options, legality and feasibility of synthetic and derivative products, commercial paper and bond refundings and refinancings.
- F. Assist the City in connection with legal services involving loans or grants from local, state or federal agencies.
- G. Attend meetings with City staff, City Council briefings, meetings, and presentations, bid openings and bond sales, and other meetings, as

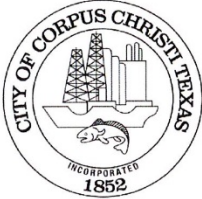
requested by the City Manager, City Attorney, or City Director of Financial Services.

- H. Prepare all necessary legal documents in connection with the authorization issuance, sale and delivery of bonds, certificates, notes and other debt instruments, including notices of intent to issue, agenda notices, ordinances and resolutions authorizing issuance, bid documents, closing certificates, paying agent/registrar agreements, escrow agreements, trust indentures, and other documentation required by the City, the Attorney General, the rating agencies, and insurance providers.
- I. Render an opinion that the City's bonds are binding obligations of the City and are validly issued under Texas law and that the interest on the bonds is excludable from gross income tax under federal law.
- J. Produce and provide a minimum of three copies of all bond transcripts in digital format for City use.
- K. Provide legal advice concerning the restrictions on the expenditure of City bond funds.
- L. Keep the City abreast of federal and state law and federal tax developments which might be applicable to the City's financing program or tax exempt status of City's proposed and outstanding bonds. This may include assistance in the development of alternative financing programs for potential capital projects, evaluating state and federal legislation of the City, and other tasks as required.
- M. Request and obtain approval of bond issues from the Texas Attorney General and any other required authorities.
- N. Review the bond proofs and supervise the execution and delivery of the bonds or other debt instruments.
- O. Assist in the preparation of a no-arbitrage certificate of the City in connection with its debt issuances and any other required IRS filings.
- P. Provide legal advice regarding proposed City investment and compliance with Public Funds Investment Act.
- Q. Provide all other services usually necessary and required of a full service bond counsel, whether specifically outlined in the scope of services or not.

1.3. Invoicing

Invoices for services rendered shall be sent to the Contract Administrator for approval in advance of bond closing.

Attachment B – Schedule of Pricing



CITY OF CORPUS CHRISTI Pricing Schedule PURCHASING DIVISION

RFQ No. 2078
BOND COUNSEL SERVICES

PAGE 1 OF 2

DATE: March 6, 2019

Clay Binford

QUALIFIED RESPONDENT


AUTHORIZED SIGNATURE

1. Refer to "Instructions to Qualified Respondents" and Contract Terms and Conditions before completing proposal.
2. Provide your best price for each item.
3. In submitting this proposal, Qualified Respondent certifies that:
 - a. the prices with this statement of qualifications have been arrived at independently, without consultation, communication, or agreement with any other Respondent or competitor, for the purpose of restricting competition with regard to prices;
 - b. Qualified Respondent is an Equal Opportunity Employer; and the Disclosure of Interest information on file with City's purchasing office, pursuant to the Code of Ordinances, is current and true.
 - c. Qualified Respondent has incorporated any changes issue through Addenda to the RFQ in this pricing.

ITEM	DESCRIPTION	FEE /RATE
1.0	General Obligation Bond	See Attached
2.0	Utility System Revenue Bond	
3.0	Aviation Related Revenue Bond	
4.0	Convention Center Bonds	
5.0	Sales Tax Bonds	
6.0	Tax and/or Revenue Certificate of Obligation	
7.0	Taxable Municipal Debt	
8.0	Tax Increment/Special District Assessment	
9.0	Lease purchase financings (certificate of participation or contractual obligations	
	Allowance Items:	

ITEM	DESCRIPTION	FEE /RATE
10.0	Hourly Rate for Non Debt Related Legal Services (Please list key positions below and include the hourly rates for each)	See Attached
11.0	Standard Expenses (Please list any other direct costs below and their corresponding charges)	See Attached

Proposed Fee Schedule

STANDARD FEE SCHEDULE

Our proposed fee schedule will remain consistent with our previously agreed fee schedule, based upon the principal amount of any general debt obligation, including certificates of obligation (an *Obligation*) as described below:

Principal Amount of Obligations	Fee* (per \$1,000 denomination)
\$0 - \$10,000,000	\$1.2500
\$10,000,001-\$25,000,000	\$1.1250
\$25,000,001 - \$50,000,000	\$0.8750
\$50,000,001 - \$100,000,000	\$0.7500
\$100,000,001 - \$200,000,000	\$0.6250
Over \$200,000,000	\$0.5000

* This scale will be increased by 20% for the issuance of any refunding Obligations and any debt obligation secured by utility system revenue, sales tax revenue, hotel occupancy tax revenue, airport revenue, marine revenue, or any other special revenue, subject to a minimum fee of \$15,000 for the issuance of any such Obligations.

* In addition, the City will authorize an amount of \$5,000 to our Firm for additional federal income tax expertise relating to Obligations issued as tax-exempt under federal law, based upon our Firm's hourly billing rates.

* Variable Rate Obligations (without third-party liquidity) will be billed at our standard fee scale, plus \$25,000; remarketings of outstanding variable rate Obligations to new variable rate term periods or fixed rate conversions will be billed at 50% of our standard fee schedule (plus \$5,000 for additional federal income tax expertise in the event that any such remarketing or conversion results in a reissuance of Obligations under federal tax law).

* To the extent that our Firm is responsible for preparing the offering documents relating to the issuance or remarketing of any Obligations, an additional fee of \$7,500 will be charged.

* Special district debt (tax increment financing zones and public improvement districts) are charged at a rate equal to 2% of the principal amount of the debt issued, with a minimum fee of \$50,000 and subject to a "to be agreed" upon cap determined based on the scope and size of any subject financing.

* Lease-purchase obligation will be billed on an hourly basis, described below, subject to a minimum charge of \$15,000. Special election services will be billed on an hourly basis, as described below.

HOURLY FEE SCHEDULE

This schedule relates to matters that are unrelated to or are not anticipated to result in the issuance of a series of obligations or that relate to lease-purchase obligations or special election services. We will charge a blended hourly rate for all attorneys of \$395 and a blended hourly rate for all paralegals of \$125.

Our Firm will charge for all time spent in representing your interests, including, by way of illustration, telephone and office conferences with you and your representatives, opposing counsel, and others; conferences among our attorneys and paralegal personnel; factual investigation, if needed; legal research; responding to your requests for us to provide information to you or your auditors; contract review and negotiation; drafting letters and other documents and travel, if needed.

With respect to fees and charges billed on an hourly basis, and unless an alternative fee arrangement is agreed to at the time of authorization by the City Attorney and the City's Director of Financial Services of a Matter subject to billing outside of the Scale, the Firm will not immediately submit an invoice (nor will such amounts immediately become due for payment); however, our Firm will provide to the City Attorney's office, on a quarterly basis, a statement indicating the amount of accrued time for services rendered and at such time unpaid. At the time of the City's next occurring issuance of a series of Obligations, the City shall, with respect to those outstanding fees and charges having a sufficient nexus to such series of Obligations to allow payment thereof as an authorized use of the proceeds of those Obligation (such sufficient nexus to be determined by mutual agreement of our Firm and the City Attorney), include a line item, in addition to the regular Bond Counsel fee owed by application of the Scale attached hereto as Exhibit C to such series of Obligations, for payment of those fees and charges. Our Firm will then, at such time, separately bill the City for any remaining fees and charges, to be paid by the City from other lawfully available funds.

As an accommodation to the City, and for the term of the Representation, our Firm will, with respect to each novel financing (if any) of the type described in the engagement letter, provide to the City a credit equal to \$2,000 to be applied against these hourly charges prior to their payment from lawfully available City funds (including the proceeds of any series of Obligations).

STANDARD EXPENSES**NORTON ROSE FULBRIGHT US LLP
(San Antonio)****Expenses and Services Summary**

<i>EXPENSE/SERVICE</i>	<i>CHARGE</i>
Binding	N/A (Pricing varies in other office locations)
Data Base Research Lexis, Westlaw, Information America	Costs allocated by the Firm
Deliveries	
Overnight/Express	Direct Cost
Outside Courier	Direct Cost
In-House	N/A (Pricing varies in other office locations)
Courthouse Messengers	\$40.00/Hour plus Transportation (Pricing varies in other office locations)
Texas Attorney General Debt Issuance Review Fee	Direct Cost
Document Scanning	\$.12 per page – Direct Cost
Duplicating	
Photocopy	\$0.15 per page
Color photocopy	\$0.85 per page
Microfilm/Microfiche	\$0.50 per page
Videography (duplication)	\$5.00/tape plus \$20.00/duplication
Electronic Mail (via Internet)	No Charge
Library Research by Library Staff	\$130.00 per hour
Weekend & Late Evening Air Conditioning	N/A (Pricing varies in other office locations)
Postage	Direct Cost on any item or group of items which cost \$1.00 or more
Secretarial Overtime	\$28.00 per hour (Pricing varies in other office locations)
Facsimile (Outgoing)	No charge

EXPENSE/SERVICE***CHARGE***

Telephone	
Long Distance (Domestic)	No charge
Long Distance (International)	No charge
File Storage Retrieval	N/A (Pricing varies in other office locations)
Transportation	
Mileage (personal automobile)	Applicable IRS allowable rate per mile
Lodging	Direct Cost
Meals	Direct Cost
Car Rental/Airline/Rail/Etc.	Direct Cost
CD-ROM Research	\$30.00 - \$50.00 per Search (rate varies based on length of search)
Graphic Arts	\$120.00 - \$150.00 per hour, plus direct cost of supplies
Practice Support	\$60.00 - \$215.00 per hour
E-Discovery	Direct Cost
Firm hosting of on-site document review performed by outside contract attorneys	\$5.00 per hour

* * *

Attachment C – Insurance Requirements

Insurance Requirements

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Director of Finance Department one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
PROFESSIONAL LIABILITY	\$1,000,000.00 Each Claim \$1,000,000.00 Each Policy Year Aggregate

- C. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.

- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2019 Insurance Requirements

Purchasing

Professional Bond Counsel Services

01/30/2019 sw Risk Management