

## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made this 8th day of July, 2024, by and between **KUTAK ROCK LLP** (the "Firm") and the CITY OF WESTMINSTER, a Colorado home rule municipality.

### RECITALS

The City is desirous of contracting with the Firm for legal services; and

The Firm and its attorneys are authorized to practice law in the State of Colorado.

### AGREEMENT

1. The Firm shall furnish special legal services to the City (the "Services": The Firm shall act as Continuing Disclosure Counsel to the City in connection with the anticipated issuance of tax-exempt Utility Enterprise Revenue Bonds).

2. **Thomas M. Peltz** of the Firm shall be principally responsible for the Services.

3. The Firm is acting as an independent contractor; therefore, the City will not be responsible for FICA taxes, health or life insurance, vacation, or other employment benefits.

4. The City shall pay for the Services an estimated fee of \$55,000 to be paid from the proceeds of the financing.

5. This Agreement may be terminated by the City with or without cause.

6. Payments under this Agreement have been approved by the City Council, and this Agreement was approved by Council on **July 8, 2024**.

7. Payments pursuant to this Agreement shall not exceed fifty five thousand dollars (\$55,000) without further written authorization by the City.

**CITY OF WESTMINSTER**

**[KUTAK ROCK LLP]**

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
**[Thomas M. Peltz]**

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office