

TOWN OF SUPERIOR  
RESOLUTION NO. R-64  
SERIES 2018

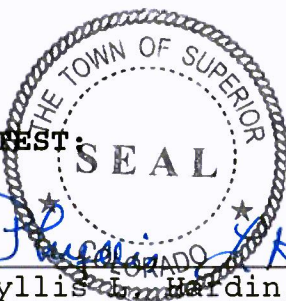
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
SUPERIOR APPROVING AN AGREEMENT WITH MATTHEW SURA,  
SPECIAL LEGAL COUNSEL

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF  
SUPERIOR, COLORADO, as follows:

Section 1. The Agreement between the Town of Superior  
and Matthew Sura for Special Legal Counsel is hereby approved in  
substantially the same form as attached hereto, subject to final  
approval by the Town Attorney.

ADOPTED this 27<sup>th</sup> day of November, 2018.

ATTEST:



*Phyllis L. Hardin*  
Phyllis L. Hardin, Town Clerk-Treasurer

*Clint Folsom*  
Clint Folsom, Mayor

PROFESSIONAL SERVICES AGREEMENT
---------------------------------

***THIS AGREEMENT*** made and entered into the day and year set forth below, by and between **THE TOWN OF SUPERIOR COLORADO**, a statutory municipal corporation, hereinafter referred to as the "Town" and **MATTHEW SURA, LLC** hereinafter referred to as "Professional".

**WITNESSETH:**

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. **SCOPE OF SERVICES.** Professional agrees to provide legal services in the area of Oil and Gas in accordance with the Scope of Services attached hereto as **Exhibit "A"**, consisting of two (2) pages, and incorporated herein by this reference. It is understood that other oil and gas related issues may arise and will fall under the scope of this agreement if assigned to the Professional by the Town Attorney.
2. **STANDARD OF CARE.** Professional agrees that the performance of work and services pursuant to the requirements of this agreement shall conform to high professional standards and that it shall use its best skill and workmanship to provide services of the highest quality.
3. **THE WORK SCHEDULE.** The services to be performed pursuant to this Agreement shall be performed on an "as needed" basis, upon request of the Town. The work for this project started on November 9<sup>th</sup>, 2018.
4. **COMPENSATION.** Professional shall be compensated at the rate of \$250 per hour for all legal services except coordinating local governments on oil and gas policy ("policy coordination"). \$150 per hour for policy coordination. Professional shall submit detailed statements to the Town on a monthly basis and the Town shall promptly remit payment.
5. **RETAINER.** There is no retainer in this case.
6. **TERMINATION.** Either party reserves the right to terminate this agreement with or without cause upon thirty (30) days prior written notice. Upon termination, Town will remain obligated to pay for all services rendered and costs or expenses paid or incurred prior to the date of such termination or which are reasonably necessary thereafter, but only to the extent provided for herein.
7. **FILE RETENTION.** At the conclusion of this matter, the Firm will retain your legal files for a period of 2 years. At the expiration of the 2-year period, the Firm will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.
8. **NOTICES.** Any notice required to be made under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

If Professional:

Matthew Sura, Esq.  
Matthew Sura LLC  
7354 Cardinal Lane  
Longmont, CO 80503  
Phone: 720-563-1866  
Email: [mattsuralaw@gmail.com](mailto:mattsuralaw@gmail.com)

If Town:

Kendra L. Carberry, Town Attorney  
Hoffmann, Parker, Wilson & Carberry, P.C.  
511 16th Street, Suite 610  
Denver, CO 80202  
direct - (303) 951-2095  
office - (303) 825-6444  
[klc@hpwelaw.com](mailto:klc@hpwelaw.com)

8. **PERSONAL SERVICES.** It is understood that the Town enters into this Agreement based on the special abilities of Professional and that this Agreement shall be considered as an agreement for personal services. Accordingly, Professional shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the Town.
9. **DEFAULT.** Every provision of this agreement is deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.
10. **BINDING EFFECT.** This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.
11. **LAW/SEVERABILITY.** The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement. Any action brought to enforce the terms of this Agreement shall be brought in the District Court of Boulder County, Colorado.
12. **ENTIRE AGREEMENT.** This is the entire agreement between the parties hereto. There are no other agreements or understandings other than those set forth herein. This Agreement may only be amended in writing, signed by the parties hereto.

EXECUTED BY THE PARTIES HERETO THE DATE SET FORTH HEREIN.

THE TOWN OF SUPERIOR, COLORADO



BY: Clint Bloom

Date: 11/27, 2018

MATTHEW SURA, LLC

BY: Matthew Sura

Matthew Sura, Esq. for Matthew Sura LLC

Date: November 15, 2018

## **Exhibit "A" Scope of Services**

### **1) General Legal Guidance Relative to Oil and Gas Development.**

- a. Assist the Town Attorney's Office in providing legal support to Town staff and Town Trustees in oil and gas matters affecting Town, including:
  - i. understanding the ability of local governments to shape oil and gas development
  - ii. discussion of general planning issues that should be considered such as adequate setbacks, pipeline corridors, haul routes, and protection of public health, safety and welfare.
- b. Work with Town Attorney to create a list of priority issues to work on over the next three months. This will be "policy coordination."
- c. Attend staff and Town Council meetings as needed to address priorities.
- d. As requested by the Town Attorney, provide advice regarding Town communication efforts relating to oil and gas activity.

### **2) Writing Oil and Gas Regulations**

- a. Identifying limitations and potential problems with the Town's regulations as they pertain to oil and gas operations,
- b. Writing oil and gas regulations that will maximize local control and put the Town in the best position to protect public health, safety and welfare

### **3) Assistance with Oil and Gas Applications within Town**

- a. Reviewing oil and gas applications to identify potential concerns,
- b. Attending meetings with applicants as requested by the Town Attorney
- c. Assisting with negotiations for Town Oil and Gas Permit conditions.
- d. Writing a letter to all Operators with mineral ownership interests within the Town limits to request individual Operator meetings pursuant to COGCC Rule 302.c(2). Namely, Town planners have the right to request:
  - i. A good faith estimate of the number of wells the operator intends to drill in the next five years;
  - ii. A map showing:
    1. the location within the local jurisdiction of an operator's existing well sites and related production facilities;
    2. sites for which the operator has approved, or has submitted applications for, drilling and spacing orders, Form 2s or Form 2As; and,
    3. sites the operator has identified for development on its current drilling schedule for which it has not yet submitted applications for Commission permits.

### **4) COGCC Activity**

- a. Provide recommendations to the Town Attorney regarding coordination and practices for COGCC activity proposed in and around the Town.
- b. Serve as a liaison to appropriate federal agencies and other affected local governments in the area. This will be "policy coordination."
- c. Monitor activity affecting the Town and provide guidance/recommendations for Town responses.
- d. Assist in identifying staffing systems for tracking and responding to oil and gas related notices and activity.

- e. As requested by the Town Attorney, review and analysis of COGCC local government referrals and related notifications (especially 2As) and preparation of the Town's response.
- f. Recommend and coordinate Town requests to COGCC, including for designation of public open space as "outside activity areas" pursuant to COGCC Rule 604.a(4).

**5) Legislative Support**

- a. Coordinating with Town governmental affairs staff, if requested, on oil and gas legislation or rulemaking that would increase local government control or increase protections of public health and safety. This will be "policy coordination."