

TOWN OF SUPERIOR  
RESOLUTION NO. R-31  
SERIES 2022

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
SUPERIOR APPROVING A MEMORANDUM OF UNDERSTANDING WITH  
SUPERIOR RISING**

**WHEREAS**, Superior Rising is a local non-profit organization that was formed by residents and community leaders to help those that have been impacted by the Marshall Fire; and

**WHEREAS**, Superior Rising helps those impacted by the Marshall Fire to find resources and other assistance needed for the long-term recovery, and

**WHEREAS**, the Town has an interest to partner with community groups, like Superior Rising, in order to provide as many resources to those impacted by the Marshall Fire; and

**WHEREAS**, the MOU establishes and recognizes the partnership between the Town and Superior Rising and a commitment to work together towards long-term recovery,

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

**Section 1.** The Memorandum of Understanding with Superior Rising is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

**ADOPTED this 23<sup>rd</sup> day of May, 2022.**

  
Mark Lacis, Mayor Pro-tem

**ATTEST:**

  
Patricia Leyva, Town Clerk



## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into as of May, 23, 2022 (the "Effective Date"), by and between the TOWN OF SUPERIOR, a Colorado municipality (the "Town"), and SUPERIOR RISING, a Colorado nonprofit corporation ("Superior Rising") (each a "Party" and collectively the "Parties").

WHEREAS, it is a priority and goal of the Town to facilitate as quickly as possible the recovery process from the Marshall Fire, including the debris removal and rebuilding process for every impacted residence as quickly as possible;

WHEREAS, the Town desires to establish partnerships with organizations interested in supporting the Town in its recovery efforts as the community moves through the many stages of this effort;

WHEREAS, Superior Rising is interested in supporting the Town in its recovery efforts, and has been working to help residents and the community with recovery efforts;

WHEREAS, Superior Rising has established categories of programming based on the perceived needs of the community, which include the following: information coordination, (connecting as many dots as possible while eliminating the misinformation); neighbor advocacy (neighbors helping neighbors through the challenges of the recovery process); rebuild facilitation, (simplifying the complex task of rebuilding); and the gratitude project (saying thanks to all those who worked to save the region from the fire and continue to work to accelerate the recovery); and

WHEREAS, the Parties have discussed the partnership and desire to formally establish a partnership to leverage the efforts of Superior Rising and its volunteers and the Town for the Marshall Fire recovery.

NOW, THEREFORE, based on the foregoing recitals, the Parties understand as follows:

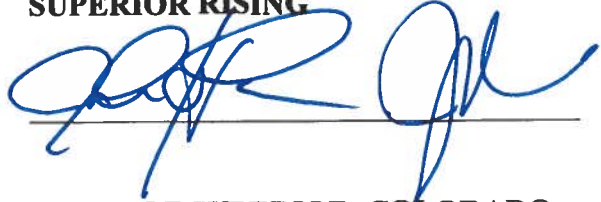
1. Purpose. The purpose of this MOU is to establish a partnership between the Town and Superior Rising to facilitate the working relationship between the Town Board, Town Staff and Superior Rising volunteers, with a mission to advocate, coordinate and fast-track the recovery from the Marshall Fire. Superior Rising will support the Town in its recovery efforts.
2. Future modifications. Any modification to this MOU shall be in writing.
3. Termination. Either Party may terminate this MOU in writing at any time and for any reason.
4. Governing Law and Venue. This MOU shall be governed by Colorado law and venue for any legal action arising out of this MOU shall be in Boulder County, Colorado.
5. Severability. If any provision of this MOU is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity thereof shall not affect the remaining provisions of this MOU.

6. Financial Obligations. This MOU does not create any financial obligations for either of the Parties.

IN WITNESS WHEREOF, this MOU has been executed as of the Effective Date.

**SUPERIOR RISING**

By:



**TOWN OF SUPERIOR, COLORADO**



Mark Lacis, Mayor Pro-tem



ATTEST:

  
Patricia Leyva, Town Clerk