



**COMPREHENSIVE DEVELOPMENT PLAN
INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT ("Intergovernmental Agreement") by and between the City of Boulder, a Colorado home-rule municipal corporation ("Boulder" or "City"), and the County of Boulder, a body politic and corporate of the State of Colorado ("County" or "Boulder County") is made to be effective on the Effective Date as defined on the signature page of this Intergovernmental Agreement. The City and the County are collectively referred to in this Intergovernmental Agreement as the "Parties."

WITNESSETH

WHEREAS, § 29-20-101 *et seq.*, C.R.S. as amended, authorizes the Parties to enter into intergovernmental agreements to plan for and regulate land uses in order to minimize the negative impacts on the surrounding areas and protect the environment, and specifically authorizes local (i.e., town and county) governments to cooperate and contract with each other for the purposes of planning and regulating the development of land by means of a "comprehensive development plan;" and

WHEREAS, the County is the ultimate governmental authority with regard to land use control and development in the unincorporated areas of the County, which areas include the Boulder Valley, as defined in the attachment hereto; and

WHEREAS, the City is the only significant potential source of adequate urban facilities and services required for the orderly urban development of the Boulder Valley, where desired; and

WHEREAS, pursuant to §§30-28-106, -108 and -110, C.R.S., as amended, the County Planning Commission and the Board of County Commissioners have made and adopted a master plan for the physical development of the unincorporated area of the County, the Boulder County Comprehensive Plan; and

WHEREAS, pursuant to §31-23-202, C.R.S., as amended, the Boulder Planning Board and the Boulder City Council have adopted the goals, policies, programs and supportive data of the Boulder Valley Comprehensive Plan; and

WHEREAS, pursuant to §30-28-106(2)(a), C.R.S., as amended, the master plan shall not be effective within the boundaries of any incorporated municipality within the region unless such plan is adopted by the governing body of the municipality; and

WHEREAS, §31-23-106, C.R.S., as amended, requires the approval of the Boulder Valley Comprehensive Plan, as it relates to unincorporated areas of Boulder County, by the Boulder County Planning Commission and the Boulder County Board of County Commissioners; and

BCA...



WHEREAS, in order to ensure that the unique and individual character of Boulder and of the rural area within Boulder County outside the Areas I and II of the Boulder Valley Comprehensive Plan (hereinafter the "BVCP") are preserved, the Parties believe that a comprehensive development plan which recognizes the area of potential urbanization within the BVCP which would not be interrupted by Boulder County open space, accompanied by a commitment by Boulder for the preservation of the rural character of lands surrounding Areas I and II within the Boulder Valley and Boulder County, is in the best interest of the citizens of each of the Parties; and

WHEREAS, the Parties acknowledge that this Intergovernmental Agreement may control or limit the County's authority over some properties within the County's jurisdiction but that such control or limitation is justified due to the fact that such properties are currently served by City-owned municipal utilities, are bound by service agreements between the property owners and the City, and/or such properties are located within areas specially affecting the City's interests, including but not limited to entry corridors and areas of special impact upon City resources; and

WHEREAS, the Parties find that providing for the area outside Areas I and II of the Boulder Valley Comprehensive Plan within Boulder County to remain as rural in character through the term of this Intergovernmental Agreement for the purpose of preserving a community buffer through the limitation of annexation by Boulder serves the economic and civic interest of their citizens and meets the goals of the Boulder County Comprehensive Plan; and

WHEREAS, consistent with the municipal annexation, utility services, and land use laws of the State of Colorado, this Intergovernmental Agreement including, specifically, the annexation and open space portions hereof, is intended to encourage the natural and well-ordered future development of each Party; to promote planned and orderly growth in the affected areas; to distribute fairly and equitably the costs of government services among those persons who benefit therefrom, to extend government services and facilities to the affected areas in a logical fashion; to simplify providing utility services to the affected areas, to simplify the governmental structure of the affected areas, to reduce and avoid, where possible, friction between the Parties and to promote the economic viability of the Parties; and

WHEREAS, the functions described in this Intergovernmental Agreement are lawfully authorized to each of the Parties, which perform such functions hereunder, as provided in Article XX, §6 of the Colorado Constitution, and Article 20 of Title 29; Part 1 of Article 28 of Title 30; Part 1 of Article 12 of Title 31; and Parts 2 and 3 of Article 23 of Title 31, C.R.S., as amended; and

WHEREAS, § 29-1-201, *et seq.*, C.R.S., as amended, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties, and the people of the State of Colorado have encouraged such cooperation and contracting through the adoption of Colorado Constitution, Article XIV, § 18(2); and



WHEREAS, the Parties have each held hearings after proper public notice for the consideration of entering into this Intergovernmental Agreement and the adoption of a comprehensive development plan for the Boulder Valley; and

WHEREAS, the Parties desire to enter into this Intergovernmental Agreement in order to plan for the use of the lands within the Boulder Valley through joint adoption of a mutually binding and enforceable comprehensive development plan.

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made herein, the Parties agree as follows:

1.0 BOULDER VALLEY COMPREHENSIVE DEVELOPMENT PLAN.

This Intergovernmental Agreement, including the Boulder Valley Comprehensive Plan text and Map attached to this Intergovernmental Agreement as Exhibit A, is hereby adopted by the Parties as a comprehensive development plan as provided in §29-20-105, C.R.S., to be known as the "Boulder Valley Comprehensive Plan" (hereinafter "the Plan.") The Plan shall govern and control the Plan Area as shown on Exhibit A, or as subsequently amended in accordance with the Plan's provisions.

2.0 CONSISTENCY WITH BVCP IN PLANNING, ZONING, AND OTHER LAND USE REGULATIONS AND ACTIONS REQUIRED.

The City and the County, respectively, within their constitutional and statutory geographic jurisdictions, shall exercise their planning, zoning, subdivision, building and related land use regulatory functions consistent with the plans and policies of the Plan, to the end of attaining the goals and objectives of the Plan.

3.0 COMPLIANCE WITH BVCP FOR ANNEXATIONS REQUIRED.

The City shall exercise its annexation policies and capital improvements plan consistent with the plans and policies of the Plan, to the end of attaining the goals and objectives of the Plan.

4.0 TERM, FIVE-YEAR PLAN REVIEWS AND UPDATES.

This Intergovernmental Agreement shall extend through December 31, 2017. The City and the County agree that the Plan will be reviewed at least every five years for possible amendments to reflect changes in circumstances and community desires. This Agreement shall extend to all revisions and amendments of the Plan that are jointly approved from time to time by the City and the County. Each Party agrees that in connection with this five-year review, it will hold a duly noticed public hearing for the purpose of determining, *inter alia*, if the term of this Agreement shall be extended an additional five (5) years from the date of



termination then in effect. Notices of the hearing and subsequent action of each Party shall be sent to each of the other Parties.

5.0 PRESERVATION OF LEGISLATIVE DISCRETION.

It is recognized that all provisions of the Boulder Valley Comprehensive Plan that require appropriation of public funds are qualified by the availability of appropriations for those purposes, and the legislative discretion inherent in the appropriation process is not limited by the adoption of the Plan.

6.0 SEVERABILITY.

If any portion of this Plan is held by a court in a final, non-appealable decision to be per se invalid or unenforceable as to any Party, the entire Agreement and the Plan shall be terminated, it being the understanding and intent of the Parties that every portion of the Agreement and Plan is essential to and not severable from the remainder.

7.0 BENEFICIARIES.

The Parties, in their corporate and representative governmental capacities, are the only entities intended to be the beneficiaries of the Agreement and the Plan, and no other person or entity is so intended or may bring any action, including a derivative action, to enforce the Agreement or the Plan.

8.0 ENFORCEMENT.

Either of the Parties may enforce this Agreement by any legal or equitable means including specific performance, declaratory and injunctive relief. No other person or entity shall have any right to enforce the provisions of this Agreement or the Plan.

9.0 DEFENSE OF CLAIMS.

If any person allegedly aggrieved by any provision of the Plan and who is not a Party to the Plan should sue any Party concerning such Plan provision, all Parties shall be notified promptly by any party served; any Party served shall, and any other Party may, defend such claim. Defense costs shall be paid by the Party providing such defense.

10.0 GOVERNING LAW AND VENUE.

This Agreement shall be governed by the laws of the State of Colorado, and venue shall lie in the County of Boulder.



THIS AGREEMENT is made and entered into to be effective on the later of the dates of approval by the City of Boulder or Boulder County (the "Effective Date").

CITY OF BOULDER

By: [Signature]
William R. Toor, Mayor

Date: 7/15/02

ATTEST:

Deputy
[Signature: S. Oster]
City Clerk on behalf of the
Director of Finance and Record

APPROVED AS TO FORM:

[Signature]
Joseph N. de Raismes, III, City Attorney

COUNTY OF BOULDER
BOARD OF COUNTY COMMISSIONERS

By: [Signature: Jana L. Mendez]
Jana L. Mendez, Chair

Date: 6/20/2002

ATTEST:

[Signature: Susan M. Ashcraft]
Clerk to the Board

APPROVED AS TO FORM:

[Signature]
County Attorney

