

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
FOR PURPOSES OF HISTORIC PRESERVATION**

BETWEEN THE COUNTY OF BOULDER AND THE TOWN OF SUPERIOR  
FOR THE PURPOSE OF HISTORIC PRESERVATION OF  
THE SUPERIOR CEMETERY

THIS COOPERATIVE AGREEMENT is made and entered into this \_\_\_\_ day of December, 2002, by and between the County of Boulder, a body corporate and politic of the State of Colorado ("County") and the Town of Superior, Colorado ("Town") (collectively "the Parties").

WITNESSETH:

WHEREAS, the Parties are authorized to enter into this Intergovernmental Agreement pursuant to Articles 1 and 20 of Title 29, Colorado Revised Statutes; and

WHEREAS, §30-11-107 (1) (bb), C.R.S. gives boards of county commissioners the authority to provide for the preservation of cultural, historic, and architectural history within their respective counties by ordinance or resolutions, and to delegate the power to designate historic landmarks and historic districts to an historic preservation advisory board, among other powers related to historic preservation advisory board, which that statute grants; and

WHEREAS, the Town is authorized to protect the historically and archaeologically significant structures and properties within its jurisdiction pursuant to §29-20-104 (1) (c), C.R.S.; and

WHEREAS, Boulder County having been granted Certified Local Government (CLG) status pursuant to the National Historic Preservation Amendments Act of 1980 (P.L. 96-515), has adopted Historic Preservation Regulations in support of this function; and has agreed to carry out the responsibilities of a CLG, in cooperation with the Office of Archaeology and Historic Preservation (OAH), Colorado Historical Society; and

WHEREAS, the Boulder County Comprehensive Plan, Cultural Resources Element, Policy K1.04.2 encourages the County to cooperate with incorporated municipalities without CLG status through the use of intergovernmental agreements to offer these municipalities the advantage of the County's Historic Preservation Program; and

WHEREAS, the County is the owner of the site commonly referred to as the Superior Cemetery ("Cemetery") but is willing to convey title to the Cemetery to the Town pursuant to the terms of this Agreement and a separately negotiated Memorandum of Understanding between the Parties; and

WHEREAS, the Parties have entered into a Memorandum of Understanding dated December \_\_\_\_, 2002, describing the conveyance of the Cemetery by the County to the Town,

and the Town's discretion to annex the Cemetery into the Town after the County conveys title and;

WHEREAS, the Parties believe the Cemetery is a site that is historically and archaeologically significant and worthy of permanent protection as an historic landmark; and

WHEREAS, the Town has invested a significant amount of money in surveying and revising the Cemetery boundaries so that it includes all of the gravesites, building a fence around the Cemetery consistent with its history, making efforts to permanently eliminated prairie dogs from the Cemetery to stop the destruction of gravesites by prairie dogs that has existed for the past several years, and intends to make further restoration, including restoring the headstones.

NOW, THEREFORE, the County and the Town agree as follows:

1. The County will nominate and designate the Cemetery as an historic landmark pursuant to the Boulder County Historic Preservation Regulations. The historic landmark designation shall continue upon annexation of the Cemetery into the Town and may only be terminated upon the terms set forth in this Agreement.
2. All sections of the Boulder County Historic Preservation Regulations addressing the Nomination and Designation of Historic Landmarks (§ 1-500); the Criteria for Landmark Designation (§ 1-501); the Rescission or Amendment of a Landmark Designation (§ 1-502); Certificates of Appropriateness for Historic Landmarks (§ 1-600); Hardship Relief (§ 1-700); and Appeals (§ 1-800); are incorporated herein by reference.
3. Termination of this Agreement and of the County's historic landmark designation may be initiated by either the County or the Town. However, the terminating party must give 60 days written notice to the Chair of the Board of County Commissioners or to the Mayor of the Town Board of Trustees, as the case may be, prior to finalizing termination. If the Town obtains CLG status, this Agreement shall terminate automatically upon the Town's designation of the Superior Cemetery as a Superior Historic Landmark. It is the intent of the Parties that the Cemetery remain an historic landmark and preserved as a cemetery. In consideration of the conveyance of property and funds as described in the Memorandum of Understanding between the Parties dated December \_\_\_\_, 2002, , neither party may terminate this Agreement within ten years of the date of this Agreement without the consent of the other party.
4. Upon termination of this Agreement, the Superior Cemetery shall convert to a Superior Historic Landmark and shall be administered by the Town unless the Town has not obtained CLG status or passed its own historic preservation regulations. If the Town has not obtained CLG status or passed its own regulations, but has terminated this agreement as provided in Paragraph 3 above, the landmark designation of the Superior Cemetery shall be automatically

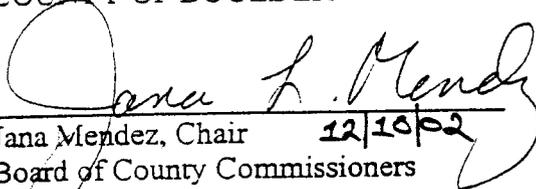
rescinded upon termination of this Agreement but the Town will remain bound by the restrictive covenant on the deed from the County to the Town.

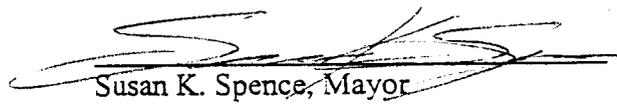
5. The parties intend that the Cemetery will be eligible for County historic grant funding. The County's rules do not currently allow for such funding for properties within incorporated areas; however, the County intends to amend the funding rules so that the Cemetery is eligible for County grant funding after annexation to the Town. The Town may delay annexation of the Cemetery until the later to occur of (a) the County's funding rules being amended to allow funding for annexed property; or (b) the Town obtains county grant funding for restoration of the Cemetery.

Done to be effective the 16<sup>th</sup> day of December, 2002.

COUNTY OF BOULDER

TOWN OF SUPERIOR

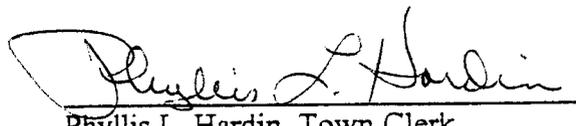
  
\_\_\_\_\_  
Jana Mendez, Chair 12/10/02  
Board of County Commissioners

  
\_\_\_\_\_  
Susan K. Spence, Mayor

ATTEST;

ATTEST:

  
\_\_\_\_\_  
Susan Ashcraft,  
Clerk to Board of Commissioners

  
\_\_\_\_\_  
Phyllis L. Hardin, Town Clerk

