

## **Lake County Open Space Initiative Cooperative Stakeholder Partnership Agreement**

This Cooperative Stakeholder Partnership Agreement (hereinafter CSPA) is made effective on January 1, 2018, by and between participating parties to the Lake County Open Space Initiative (hereinafter LCOSI).

### **Lake County Open Space Initiative: Vision Statement**

The Vision of the Lake County Open Space Initiative is:

The protection and stewardship of land and water resources in Lake County by a partnership of federal, state and local agencies and organizations for the purpose of: protecting and enhancing wildlife habitat; conserving open space; restoring impacted habitats; securing public access; increasing recreational opportunities; preserving cultural, agricultural, scenic and historic resources; increasing public awareness and education; and enhancing sustainable growth and development opportunities in Lake County.

### **Lake County Open Space Initiative: Mission Statement**

The mission of the Lake County Open Space Initiative is to prepare and periodically update a collaborative planning document that:

- Regards the project area as an ecosystem, regardless of man-made boundaries or political sub-divisions.
- Identifies the existing condition of the intrinsic resources, anticipates changes that will occur with adjustments in land ownership and socioeconomic conditions, and recommends management strategies and action plans for long term resource protection, public safety, access, maintenance, enhancement, restoration, and interpretation of identified resources.
- Balances protection and enhancement of watershed health with sustainable growth and economic resilience within Lake County.

**A. Purpose:**

The Lake County Open Space Initiative has established this Cooperative Stakeholder Partnership Agreement to accomplish the following objectives:

- To revise and update the 2006 LCOSI Ecosystem Management Plan (Plan) to reflect interim accomplishments and changes in land ownership, environmental, and socio-economic conditions that have occurred since publication of the 2006 Plan.
- To perpetuate the LCOSI goal of protection and stewardship of Lake County's land and water resources for open space, wildlife, historic preservation, sustainable growth, education, and outdoor recreation as outlined in the LCOSI Goals and Objectives (Attachment A)
- To implement the strategies developed in the Ecosystem Management Plan for the protection, enhancement, and long-term management of watershed health, wildlife, recreational, educational, and cultural resources in Lake County
- To provide a forum for information sharing, outreach, and public education in support of informed decision making
- To facilitate and encourage collaborative, multi-jurisdictional planning and decision making
- To provide a structure for perpetuation and administration of the LCOSI partnership
- To retain and encourage the voluntary nature of the LCOSI Partnership
- To retain the autonomous decision-making authority of LCOSI
- To perpetuate the LCOSI goals of sustainable growth and economic resiliency
- To establish protocols and guiding principles for consensus-based decision making.

**B. Guiding Principles:**

The Lake County Open Space Initiative has established this Cooperative Stakeholder Partnership Agreement to establish and implement the following guiding principles:

- **Participating Partners**  
Signatories to the CSP would be deemed Participating Partners (Partners) and would be eligible to engage in consensus-based decision making.
- **Voluntary**  
Participation is not mandatory; the decision to participate is at the sole discretion of the Participating Partner.
- **Non-Binding**  
Consensus based decisions are not binding on the individual Participating Partners nor do they supersede the implementing legislation or governing rules and regulations of partnering entities.
- **Autonomous**  
LCOSI shall be an independent entity. No single Partner may assert authority or veto power over Participating Partners. All Participating Partners are treated as equals.
- **Consensus based**  
Decisions will be made by consensus of the Participating Partners rather than by majority rule.
- **Self supporting**  
This document is a non-funding obligating instrument for all signatories. LCOSI shall be funded through voluntary contributions of Participating Partners, grant funds, or other contributions. There will be no mandatory dues obligation.
- **Transparent**  
LCOSI meetings will be open to and encourage the participation of the public.
- **Land Tenure**  
LCOSI shall not act as a land trust or hold title to real property but will cooperate and coordinate with conservation partners on land acquisitions and the establishment of conservation easements.

**C. Time of Performance**

This Agreement shall be effective on the 1<sup>st</sup> day of January 2018 and shall be in effect until the 31<sup>st</sup> day of December 2023, with automatic renewals every five years, or until termination by consensus of the parties.

**D. Liability**

Each participating partner of LCOSI agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by the law.

**E. Agreement Renewal**

This Agreement shall automatically be renewed on or before sixty (60) days prior to the end of the current Agreement. Notice of non-renewal by any or all partners shall be made ninety (90) days prior to the end of the current Agreement.

**F. LCOSI Participating Partners**

Signatories to this Agreement shall be considered Participating Partners (Partners).

It is understood that as LCOSI evolves, the Partners involved may change. New Partners may join this Agreement at any time through the signature of an authorized representative. Current and new Partners may sign this agreement on separate signature pages.

**G. Termination**

This Agreement may be terminated by a majority of the LCOSI Partners upon written notice delivered to all parties at least thirty (30) days prior to the intended dates of termination. Any Party may terminate their participation in LCOSI by a thirty (30) day written notice to all Partners. By such termination, no Partner may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Addition or deletion of Partners will not nullify this Agreement.

**H. Changes/Amendments/Assignment**

This Agreement and attached goals and objectives constitutes the entire agreement between the Partners. All amendments and/or changes shall be by written instrument executed by the Partners hereto. The Partners hereto have caused this Cooperative Stakeholder Partnership Agreement to be executed as of the date set forth herein by their duly authorized representatives. The rights and responsibilities of the Partners under this Agreement shall not be assignable without written approval of the appropriate partners.

**I. Nondiscrimination**

The Partners shall comply with all federal, state, and local statutes relating to nondiscrimination and all applicable requirements of other federal, state, and local laws, executive orders, regulations, policies, statutes and ordinances that directly affect, or are applicable to, the outcome of this Agreement

**J. Breach of Agreement**

If a dispute arises between the partners under this contract over payment of goods or services, the dispute will be settled under State of Colorado Law.

**K. Participation in Similar Activities**

This Agreement in no way restricts any or all the Partners from participating in similar activities or strategies with other public or private agencies, organizations, or individuals.

As a duly authorized representative of one of the LCOSI Participating Partners, I am able and willing to sign this Agreement to work cooperatively, where possible and appropriate, to achieve the Stakeholder goals of the Lake County Open Space Initiative.

Participating Partner: Name \_\_\_\_\_

By \_\_\_\_\_  
Signature

Title \_\_\_\_\_

Date \_\_\_\_\_



## **Attachment A:**

### **Goals and Objectives**

Where appropriate and possible, LCOSI Partners will strive to collaborate to achieve the following goals and objectives:

#### **Wildlife**

#### **Goals and Objectives**

- Protect Threatened, Endangered and Sensitive Species and their habitats
- Enhance, restore, and protect wetland and riparian habitats
- Maintain wildlife habitat
- Enhance open space for big game forage
- Enhance habitat for migratory birds and waterfowl
- Enhance vegetative diversity
- Provide watchable wildlife opportunities
- Restore degraded habitats
- Maximize acreage available for hunting and fishing

#### **Recreation**

#### **Goals and Objectives**

- Identify and provide for a wide spectrum of recreational opportunities
- Recommend recreational uses based on ecosystem values
- Maintain existing legal motorized use
- Allow mechanized use on designated trails only
- Support quiet use recreational activities in appropriate settings
- Support monitoring of recreational use

**Historic/Cultural**

**Goals and Objectives**

Support appropriate historic preservation efforts within the Lake County Open Space including, but not limited to: recordation; stabilization; rehabilitation; restoration; and reconstruction.

Support historic preservation planning

Promote interpretation and public education

Support the preservation of agricultural heritage

Support appropriate preservation of archaeological resources

**Vegetation**

**Goals and Objectives**

Maintain healthy, diverse vegetative communities

Maintain land health

Strive to maintain an agricultural presence to support healthy plant communities to the benefit of wildlife, cultural, scenic, and historic resources

**Scenic**

**Goals and Objectives**

Maintain or Improve existing scenic vistas

Maintain or Improve visitor safety

Coordinate and cooperate with the Top of the Rockies Byway Committee to interpret and sign the byway through the open space

**Transportation/Utilities**

**Goals and Objectives**

Identify and map the existing system of roads/trails, utility systems, structural development and natural features

Sign open and closed roads and trails

Coordinate activities with adjacent landowners and existing uses

**Extractive Industry                      Goals and Objectives**

Work with extractive industries to sustainably utilize natural resources while achieving management goals

Explore opportunities for post mining land use

**River Restoration                      Goals and Objectives**

Coordinate and cooperate with restoration efforts on the main stem of the Arkansas River and its tributaries

Minimize new impacts to the river

Allow for the opportunity to enhance or create new wetlands

**Water Resources                      Goals and Objectives**

Respect and maintain water rights, operations, and beneficial use of associated water rights

Increase water storage capacity for wildlife, recreation, and economic development purposes

Cooperate and coordinate with water owners to ensure favorable flows for fisheries and recreation

Maintain or improve water quality

Allow for the opportunity to enhance or create new wetlands

**Education                      Goals and Objectives**

Work with Educational Institutions within the Upper Arkansas River Basin to identify opportunities for the sharing of knowledge and collaboration where possible and appropriate among staff, students, and LCOSI Partners

Involve students where possible and appropriate in hands on learning and knowledge sharing opportunities in the environmental education of LCOSI Partner projects

Encourage the sharing of the history, impacts, and environmental remediation efforts at grade level appropriate intervals



## **Economic Development    Goals and Objectives**

Educate the public and elected officials on the economic benefits of land conservation, habitat protection, and open space

Seek conservation partnerships that support multiple uses of protected properties and allow for economically beneficial and environmentally sustainable activities.

Encourage open space, conservation, and remediation efforts as a part of the branding for Lake County to encourage investment from supportive partners, residents, and businesses.