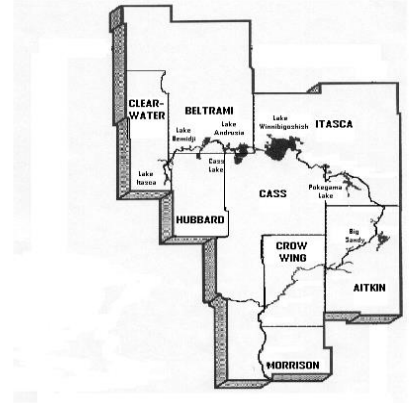




**Mississippi Headwaters Board  
Meeting Agenda  
Cass County Courthouse  
Walker, MN  
January 26, 2018  
10:00 am**



- **Call to Order/Pledge of Allegiance**
- **Changing of Officers: Chairman- Paul Thiede, Vice Chair- Cal Johannsen, Secretary/Treasurer- Mike Wilson**

**10:00 PM Approve/Amend**

- Agenda
- Consent Agenda – December '17 Minutes & Expenses (att. 1 & 2)

**Planning and Zoning (Actions)**

- None

**Action / Discussion Items:**

- Executive Director's Report
- Annual Work Plan and Budget
- MN Traditions powerpoint
- MHB Recreational Campaign

**Closed Meeting for Executive Directors Annual Performance Evaluation**

- Performance Review

**Misc:** ☀ Legislature Update (if any)      ☀ County Updates

**Meeting Adjourned - Thank you**

**Mtgs:**

**February 23, '18, 10:00 AM – MHB Board Meeting- Walker, MN**

## **Attachment 1 & 2**

Draft Minutes

Monthly Expenses

Mississippi Headwaters Board  
November 17, 2017  
Cass County Courthouse  
Walker, MN 56484

MEETING  
MINUTES

Members present: Mike Wilson (Morrison), Paul Thiede (Crow Wing), Bill Pratt (Aitkin), Dean Newland (Clearwater), Neal Gaalswyk (Cass), Keith Winger (Beltrami), Cal Johannsen (Hubbard), and Tim Terrill (Executive Director).

Others Present: Marcel Noyes (Hubbard County Supervisor), Bob Lessard (DNR Liaison).

Chairman Winger called the meeting to order followed by the Pledge of Allegiance.

M/S (Johannsen, Newland) to approve the agenda. Motion Carried.

M/S ( Thiede, Wilson) to approve of the consent agenda. Motion Carried.

### **Planning & Zoning**

None

### **Action/Discussion Items** **Executive Director Report**

Tim sent out reminder emails to AIS coordinators that he will be requesting a specific amount from each county that participated in the 2018 MN Traditions campaign. He believes this will help with any confusion and eliminate any surprises to counties.

Tim attended a brainstorming meeting with easement partners to look at options to help easement partners identify parcels. A meeting was set in January to discuss possible options with Soil & Water Conservation Districts.

Tim attended the Assoc. of MN Counties and gave a report about sessions he attended. He specifically focused on the 1 Watershed 1 Plan session and gave a report on the strengths and weaknesses of the program from his point of view.

Tim explained that the Comprehensive Plan is in the review stages with an editor and should be completed in a few weeks.

Tim explained a potential project with Aitkin County using geofencing as a way to count people that enter county parks and ATV trails. He provided the board with an excerpt from the 2002 Comprehensive Plan and various projects the board has done over the last several years. Discussion ensued and it was decided that Tim should pursue this conversation with all 8 MHB counties. Various funding sources were discussed as a way to fund this option. Tim should return to the January 2018 board meeting with a plan and expenses for the project.

Tim reviewed over the process for the performance review in January. The board will take home a paper copy of the performance review and return in January with their comments.

Tim conveyed to the board that he just received a request today via email for funding to the Northern County Science Fair M/S (Johannsen,Thiede) to approve of funding the request at the same level as last year (\$300). Motion Carried.

Legislative Updates- none

County Updates- none

M/S (Johannsen, Wilson) to adjourn. Motion carried.

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Chairman Paul Thiede

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Executive Director Tim Terrill

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Crow Wing County  
ACCOUNT DETAIL HISTORY FOR 2017 12 TO 2017 12

P 1  
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ORG YR/PR	ACCOUNT JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE		
74	74-00-000-000-000-0000-10001-						Cash & Pooled Investments SOY BALANCE	197,512.56			
					PER 01		-5,134.48	192,378.08			
					PER 02		21,174.57	213,552.65			
					PER 03		7,917.57	221,470.22			
					PER 04		25,356.17	246,826.39			
					PER 05		-7,441.06	239,385.33			
					PER 06		-32,214.99	207,170.34			
					PER 07		35,584.98	242,755.32			
					PER 08		-24,503.49	218,251.83			
					PER 09		-16,189.13	202,062.70			
					PER 10		-5,619.03	196,443.67			
					PER 11		19,487.37	215,931.04			
17/12	260 12/05/17 APP A1205 A120518						-287.50	215,643.54			
17/12	342 12/08/17 PRJ						-3,525.26	212,118.28			
17/12	459 12/12/17 APP A1212 A121217						-17,024.93	195,093.35			
17/12	674 12/19/17 APP a1219 a121917						-576.34	194,517.01			
17/12	685 12/19/17 GNI Lisak 24970 iNovah SYSTEM GENERATED DUE TO LINE						109,000.00	303,517.01			
17/12	736 12/20/17 GNI ST OF MN SYSTEM GENERATED DUE TO LINE						1,771.97	305,288.98			
17/12	742 12/22/17 PRJ						-3,560.24	301,728.74			
17/12	830 12/26/17 APP A1226 A122617						-2,000.00	299,728.74			
17/12	867 12/27/17 GNI NOV WF PCARD SYSTEM GENERATED DUE TO LINE						-522.55	299,206.19			
17/12	927 12/29/17 GEN RECURRING SYSTEM GENERATED DUE TO LINE						-525.00	298,681.19			
17/12	1031 12/31/17 GEN RCLS SYSTEM GENERATED DUE TO LINE						-100.58	298,580.61			
LEDGER BALANCES --- DEBITS:							220,292.63	CREDITS:	-119,224.58	NET:	101,068.05

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Crow Wing County  
ACCOUNT DETAIL HISTORY FOR 2017 12 TO 2017 12

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ORG YR/PR	ACCOUNT JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
74	74-00-000-000-000-0000-20050-						Vouchers Payable		
							SOY BALANCE	.00	
							PER 02	-5.15	-5.15
							PER 03	-994.85	-1,000.00
							PER 04	-1,891.56	-2,891.56
							PER 05	2,891.56	.00
							PER 09	-4,890.50	-4,890.50
							PER 10	4,890.50	.00
17/12	227 12/04/17	API B 1995							
	W A120518							-287.50	-287.50
17/12	260 12/05/17	APP A1205					287.50	.00	
	A120518 AP CASH DISBURSEMENTS JOURNAL								
17/12	456 12/11/17	API B 2017					-17,024.93	-17,024.93	
	W A121217								
17/12	459 12/12/17	APP A1212					17,024.93	.00	
	A121217 AP CASH DISBURSEMENTS JOURNAL								
17/12	631 12/18/17	API B 2042					-3.62	-3.62	
	W A121917								
17/12	665 12/18/17	API B 2040					-572.72	-576.34	
	W A121917								
17/12	674 12/19/17	APP A1219					576.34	.00	
	a121917 AP CASH DISBURSEMENTS JOURNAL								
17/12	828 12/26/17	API B 2062					-2,000.00	-2,000.00	
	W A122617								
17/12	830 12/26/17	APP A1226					2,000.00	.00	
	A122617 AP CASH DISBURSEMENTS JOURNAL								
	LEDGER BALANCES --- DEBITS:		27,670.83				CREDITS:	-27,670.83	NET: .00
74	74-00-000-000-000-0000-38400-						Expenditures		
							SOY BALANCE	.00	
							PER 01	17,456.24	17,456.24
							PER 02	8,324.00	25,780.24
							PER 03	33,077.28	58,857.52
							PER 04	13,391.94	72,249.46
							PER 05	8,464.08	80,713.54
							PER 06	32,479.99	113,193.53
							PER 07	9,901.94	123,095.47
							PER 08	28,043.21	151,138.68
							PER 09	20,978.15	172,116.83
							PER 10	12,365.69	184,482.52
							PER 11	13,624.26	198,106.78



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Crow Wing County  
ACCOUNT DETAIL HISTORY FOR 2017 12 TO 2017 12

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ORG YR/PR	ACCOUNT JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
LEDGER BALANCES --- DEBITS:				.00	CREDITS:	-327,297.23	NET:	-327,297.23	
74830	74-00-830-000-000-000-0000-53180-	Environmental Assistance /MPCA				REVISED BUDGET			.00
					PER 01		-3,171.76	-3,171.76	
					PER 02		-1,187.56	-4,359.32	
					PER 04		-2,595.30	-6,954.62	
					PER 05		-3,914.58	-10,869.20	
					PER 07		-3,619.28	-14,488.48	
					PER 08		-3,339.72	-17,828.20	
					PER 10		-3,728.64	-21,556.84	
					PER 11		-6,014.78	-27,571.62	
17/12	736 12/20/17 GNI	ST OF MN POLLUTION CONTROL					-1,771.97	-29,343.59	
LEDGER BALANCES --- DEBITS:				.00	CREDITS:	-29,343.59	NET:	-29,343.59	
74830	74-00-830-000-000-000-0000-58300-	Miscellaneous Other Revenue				REVISED BUDGET			.00
					PER 03		-40,000.00	-40,000.00	
					PER 06		-265.00	-40,265.00	
					PER 11		-904.00	-41,169.00	
17/12	685 12/19/17 GNI 766898 Lisak	24970					-100,000.00	-141,169.00	
	iNovah ENBRIDGE 1ST INSTALLMENT								
17/12	685 12/19/17 GNI 766897 Lisak	24970					-9,000.00	-150,169.00	
	iNovah CASS AIS SUPPORT								
LEDGER BALANCES --- DEBITS:				.00	CREDITS:	-150,169.00	NET:	-150,169.00	
74830	74-00-830-000-000-000-0000-61000-	Salaries & Wages - Regular				REVISED BUDGET			.00
					PER 01		4,741.65	4,741.65	
					PER 02		4,741.64	9,483.29	
					PER 03		7,112.48	16,595.77	
					PER 04		5,595.34	22,191.11	
					PER 05		4,955.04	27,146.15	
					PER 06		4,955.02	32,101.17	
					PER 07		4,955.03	37,056.20	
					PER 08		4,955.03	42,011.23	
					PER 09		7,432.55	49,443.78	
					PER 10		4,955.02	54,398.80	
					PER 11		4,955.02	59,353.82	
17/12	342 12/08/17 PRJ pr1208 1171208 1171208	pay120817 WARRANT=171208 RUN=1 BI-WEEKL					2,477.52	61,831.34	



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Crow Wing County  
ACCOUNT DETAIL HISTORY FOR 2017 12 TO 2017 12

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ORG YR/PR	ACCOUNT JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
17/12	742 12/22/17	PRJ pr1222	1171222	1171222			2,477.51	64,308.85	
	pay122217	WARRANT=171222	RUN=1	BI-WEEKL					
	LEDGER BALANCES --- DEBITS:		64,308.85		CREDITS:	.00	NET:	64,308.85	
74830	74-00-830-000-000-000-0000-61200-	Active Insurance							
					REVISED BUDGET				.00
					PER 01		1,376.49	1,376.49	
					PER 02		1,395.47	2,771.96	
					PER 03		1,353.22	4,125.18	
					PER 04		1,356.82	5,482.00	
					PER 05		1,374.45	6,856.45	
					PER 06		1,375.72	8,232.17	
					PER 07		1,396.37	9,628.54	
					PER 08		1,354.12	10,982.66	
					PER 09		1,375.24	12,357.90	
					PER 10		1,354.12	13,712.02	
					PER 11		1,377.14	15,089.16	
17/12	342 12/08/17	PRJ pr1208	1171208	1171208			687.06	15,776.22	
	pay120817	WARRANT=171208	RUN=1	BI-WEEKL					
17/12	742 12/22/17	PRJ pr1222	1171222	1171222			667.06	16,443.28	
	pay122217	WARRANT=171222	RUN=1	BI-WEEKL					
	LEDGER BALANCES --- DEBITS:		16,443.28		CREDITS:	.00	NET:	16,443.28	
74830	74-00-830-000-000-000-0000-61300-	Employee Pension & FICA							
					REVISED BUDGET				.00
					PER 01		692.39	692.39	
					PER 02		695.88	1,388.27	
					PER 03		1,048.18	2,436.45	
					PER 04		818.37	3,254.82	
					PER 05		724.79	3,979.61	
					PER 06		724.79	4,704.40	
					PER 07		728.21	5,432.61	
					PER 08		721.35	6,153.96	
					PER 09		1,100.13	7,254.09	
					PER 10		721.36	7,975.45	
					PER 11		724.75	8,700.20	
17/12	342 12/08/17	PRJ pr1208	1171208	1171208			360.68	9,060.88	
	pay120817	WARRANT=171208	RUN=1	BI-WEEKL					
17/12	742 12/22/17	PRJ pr1222	1171222	1171222			360.67	9,421.55	
	pay122217	WARRANT=171222	RUN=1	BI-WEEKL					
	LEDGER BALANCES --- DEBITS:		9,421.55		CREDITS:	.00	NET:	9,421.55	

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Crow Wing County  
ACCOUNT DETAIL HISTORY FOR 2017 12 TO 2017 12

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ORG YR/PR	ACCOUNT JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
74830	74-00-830-000-000-000-0000-62100-	Telephone							
							REVISED BUDGET		.00
							PER 01	60.50	60.50
							PER 02	60.15	120.65
							PER 03	59.67	180.32
							PER 04	58.71	239.03
							PER 05	60.46	299.49
							PER 06	59.25	358.74
							PER 07	57.21	415.95
							PER 08	60.72	476.67
							PER 09	57.95	534.62
							PER 10	57.37	591.99
							PER 11	60.66	652.65
17/12	631 12/18/17	API 006205		64707	13025	B	1.82	654.47	
	W A121917	December	CTC & 11/1-11/30	LD C CONSOLIDATED	TELECOM				
17/12	631 12/18/17	API 006205		64707	13025	B	1.80	656.27	
	W A121917	December	CTC & 11/1-11/30	LD C CONSOLIDATED	TELECOM				
17/12	742 12/22/17	PRJ pr1222	1171222	1171222			55.00	711.27	
	pay122217	WARRANT=171222	RUN=1	BI-WEEKL					
	LEDGER BALANCES --- DEBITS:		711.27	CREDITS:	.00	NET:	711.27		
74830	74-00-830-000-000-000-0000-62680-	Non-Employee Per Diems							
							REVISED BUDGET		.00
							PER 01	300.00	300.00
							PER 02	100.00	400.00
							PER 03	300.00	700.00
							PER 04	250.00	950.00
							PER 05	250.00	1,200.00
							PER 06	350.00	1,550.00
							PER 07	100.00	1,650.00
							PER 08	300.00	1,950.00
							PER 09	250.00	2,200.00
							PER 10	200.00	2,400.00
							PER 11	396.30	2,796.30
17/12	665 12/18/17	API 001776		64692	13046	B	100.00	2,896.30	
	W A121917	MHB Per Diem		PRATT, WILLIAM					
17/12	665 12/18/17	API 004028		64693	13049	B	50.00	2,946.30	
	W A121917	December Per Diem		WINGER, KEITH					
17/12	665 12/18/17	API 002837		64694	13027	B	50.00	2,996.30	
	W A121917	December Per Diem		JOHANNSEN, CALVIN					
17/12	665 12/18/17	API 100532		64696	1905758	B	50.00	3,046.30	
	W A121917	December Per Diem		MORRISON COUNTY AUDI					

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Crow Wing County  
ACCOUNT DETAIL HISTORY FOR 2017 12 TO 2017 12

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ORG YR/PR	ACCOUNT JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE	
17/12	665 12/18/17	API 002534		64697	13028	B	50.00	3,096.30		
	W A121917	December Per Diem		NEWLAND, DEAN						
	LEDGER BALANCES --- DEBITS:			3,096.30	CREDITS:		.00	NET:	3,096.30	
74830	74-00-830-000-000-000-0000-62720- Non-Employee Mileage									
									REVISIED BUDGET .00	
					PER 01		299.06	299.06		
					PER 02		22.47	321.53		
					PER 03		310.30	631.83		
					PER 04		246.10	877.93		
					PER 05		269.10	1,147.03		
					PER 06		486.84	1,633.87		
					PER 08		299.07	1,932.94		
					PER 09		237.54	2,170.48		
					PER 10		321.54	2,492.02		
					PER 11		192.60	2,684.62		
17/12	665 12/18/17	API 001776		64692	13046	B	80.25	2,764.87		
	W A121917	MHB Per Diem		PRATT, WILLIAM						
17/12	665 12/18/17	API 004028		64693	13049	B	42.27	2,807.14		
	W A121917	December Per Diem		WINGER, KEITH						
17/12	665 12/18/17	API 002837		64694	13027	B	26.75	2,833.89		
	W A121917	December Per Diem		JOHANNSEN, CALVIN						
17/12	665 12/18/17	API 101580		64695	13048	B	101.65	2,935.54		
	W A121917	DECEMBER MILEAGE		WILSON, MICHAEL						
	LEDGER BALANCES --- DEBITS:			2,935.54	CREDITS:		.00	NET:	2,935.54	
74830	74-00-830-000-000-000-0000-62990- Prof. & Tech. Fee - Other									
									REVISIED BUDGET .00	
					PER 01		3,797.80	3,797.80		
					PER 02		525.00	4,322.80		
					PER 03		22,520.30	26,843.10		
					PER 04		4,747.13	31,590.23		
					PER 05		525.00	32,115.23		
					PER 06		24,057.52	56,172.75		
					PER 07		2,411.52	58,584.27		
					PER 08		20,178.25	78,762.52		
					PER 09		10,265.47	89,027.99		
					PER 10		4,173.41	93,201.40		
					PER 11		4,632.69	97,834.09		
17/12	227 12/04/17	API 101308		63686	12906	B	287.50	98,121.59		
	W A120518	WSN SHORTFALL		WIDSETH SMITH NOLTIN						
17/12	456 12/11/17	API 002876		64233	12971	B	345.00	98,466.59		

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Crow Wing County  
ACCOUNT DETAIL HISTORY FOR 2017 12 TO 2017 12

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ORG YR/PR	ACCOUNT JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
	W A121217	Pace Labs #18		PACE ANALYTICAL SERV					
17/12	456 12/11/17	API 002876		64234	12971	B	115.00	98,581.59	
	W A121217	Pace Labs #18		PACE ANALYTICAL SERV					
17/12	456 12/11/17	API 101308		64239	12973	B	964.93	99,546.52	
	W A121217	WSN #18		WIDSETH SMITH NOLTIN					
17/12	456 12/11/17	API 003845		64250	1905641	B	15,600.00	115,146.52	
	W A121217	1ST INVOICE MN TROD. 2.0 CHIP		FISHING THE WILDSIDE					
17/12	665 12/18/17	API 001683		64701	13026	B	21.80	115,168.32	
	W A121917	LEGAL REVIEW		IVERSON REUVERS					
17/12	828 12/26/17	API 001802		65079	13139	B	2,000.00	117,168.32	
	W A122617	FINANCIAL STATEMENT SERVICE RE HEINECKE HUGH							
17/12	927 12/29/17	GEN					525.00	117,693.32	
		RECURRING FINANCIAL SERVICE							
	LEDGER BALANCES --- DEBITS:		117,693.32	CREDITS:			.00	NET:	117,693.32
74830	74-00-830-000-000-000-63320- Employee Mileage			REVISED BUDGET					.00
				PER 01			262.44	262.44	
				PER 02			620.08	882.52	
				PER 03			367.76	1,250.28	
				PER 04			254.14	1,504.42	
				PER 05			225.24	1,729.66	
				PER 06			160.13	1,889.79	
				PER 07			238.09	2,127.88	
				PER 08			154.09	2,281.97	
				PER 09			159.97	2,441.94	
				PER 10			330.00	2,771.94	
				PER 11			558.28	3,330.22	
17/12	867 12/27/17	GNI NOV					56.71	3,386.93	
	WF PCARD	1434 monthly MHB MTG							
		TIM TERRILL-OOP							
17/12	867 12/27/17	GNI NOV					78.65	3,465.58	
	WF PCARD	1434 Itasca SWCD board							
		TIM TERRILL-OOP							
17/12	867 12/27/17	GNI NOV					153.55	3,619.13	
	WF PCARD	1434 LSOHC MTG St. Paul							
		TIM TERRILL-OOP							
17/12	867 12/27/17	GNI NOV					34.83	3,653.96	
	WF PCARD	1434 Aitkin Ditch project							
		TIM TERRILL-OOP							
17/12	1031 12/31/17	GEN				B	44.94	3,698.90	
	RCLS	RCLS 1071 - MHB BOARD MEETING							
17/12	1031 12/31/17	GEN				B	55.64	3,754.54	

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Crow Wing County  
ACCOUNT DETAIL HISTORY FOR 2017 12 TO 2017 12

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ORG YR/PR	ACCOUNT JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE	
	RCLS	RCLS	1071	- MHB COMP PLAN DRA						
	LEDGER BALANCES	---	DEBITS:	3,754.54	CREDITS:	.00	NET:	3,754.54		
74830	74-00-830-000-000-000-0000-63340-	Hotel & Meals Travel Expense								
							REVISED BUDGET		.00	
					PER 01		162.37	162.37		
					PER 02		131.96	294.33		
					PER 06		300.00	594.33		
17/12	867 12/27/17	GNI NOV					13.27	607.60		
	WF PCARD	LSOHC dinner								
		TIM TERRILL-EL LORO MEXICAN GRILL AN								
17/12	867 12/27/17	GNI NOV					18.40	626.00		
	WF PCARD	Itasca county meal								
		TIM TERRILL-GRAND RAPIDS GROUND ROUN								
17/12	867 12/27/17	GNI NOV					159.19	785.19		
	WF PCARD	LSOHC hotel cost								
		TIM TERRILL-LQ BLOOMINGTON LLC								
	LEDGER BALANCES	---	DEBITS:	785.19	CREDITS:	.00	NET:	785.19		
74830	74-00-830-000-000-000-0000-64090-	Office Supplies								
							REVISED BUDGET		.00	
					PER 01		29.19	29.19		
					PER 02		31.35	60.54		
					PER 03		5.37	65.91		
					PER 04		65.33	131.24		
					PER 05		80.00	211.24		
					PER 06		10.72	221.96		
					PER 07		15.51	237.47		
					PER 08		20.58	258.05		
					PER 09		99.30	357.35		
					PER 10		252.87	610.22		
					PER 11		351.82	962.04		
17/12	867 12/27/17	GNI NOV					4.94	966.98		
	WF PCARD	board snack								
		TIM TERRILL-SUPER ONE FOODS #45								
17/12	867 12/27/17	GNI NOV					1.40	968.38		
	WF PCARD	agenda mailing								
		TIM TERRILL-USPS PO 2611000401								
17/12	867 12/27/17	GNI NOV					1.61	969.99		
	WF PCARD	MHB Comp plan mailing to edito								
		TIM TERRILL-USPS PO 2611000401								
	LEDGER BALANCES	---	DEBITS:	969.99	CREDITS:	.00	NET:	969.99		
	GRAND TOTAL	---	DEBITS:	694,312.47	CREDITS:	-653,705.23	NET:	40,607.24		

01/10/2018 08:13  
alainab

Crow Wing County  
ACCOUNT DETAIL HISTORY FOR 2017 12 TO 2017 12

P 10  
glacthst

ORG	ACCOUNT										NET LEDGER	NET BUDGET
YR/PR	JNL EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT			BALANCE	BALANCE

73 Records printed

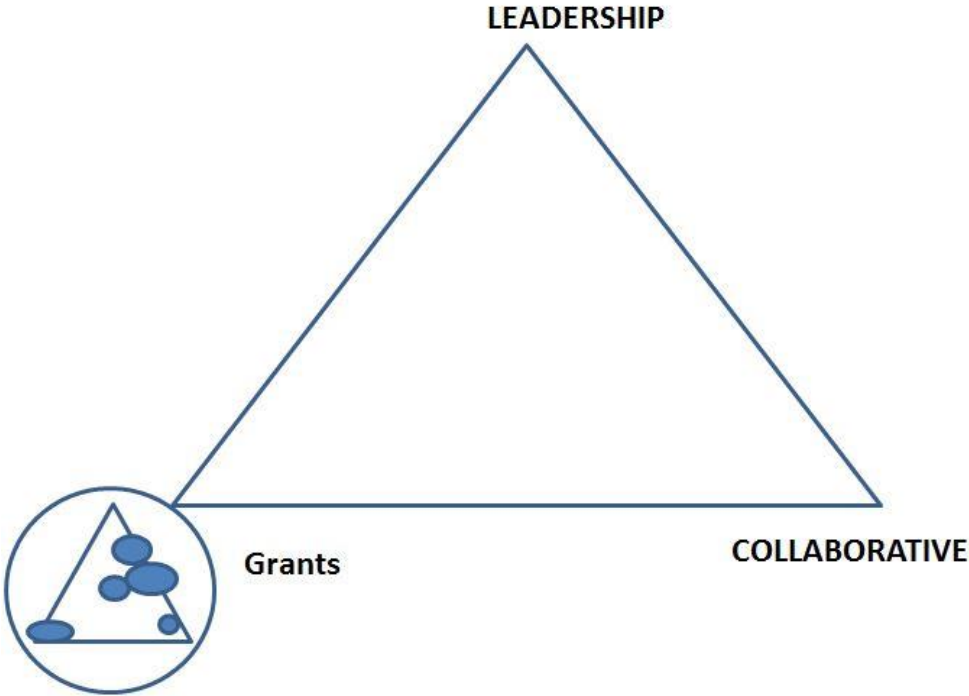
\*\* END OF REPORT - Generated by Alaina Bundy \*\*

## **Planning and Zoning**

**None**

# Action/Discussion

Executive Director's Report  
Annual SFY 2019 Work Plan and Budget  
MN Traditions Powerpoint  
MHB Recreational Campaign  
Personnel Review





# Executive Director Report

December 2017- January 2018

## Personnel, Budget, Administration, Information & Education, Correspondence

1. Reviewed monthly budget.
2. Prepared monthly agenda packet.
3. Sent in monthly expense report.
4. Reviewed potential variances that may be coming before the Board next month.
5. Attended call in meetings with MPCA.
6. Received funding for Enbridge for Beltrami PMA25 project.
7. Audit completed for sfy 2017.
8. Sent out in-kind request letters to counties
9. Developed powerpoint for Land Commissioners for an MHB recreational campaign.
10. Reviewed MPCA amendment between the MHB, MPCA, and WSN for water monitoring.
11. Sent out appropriation request reminders to all MHB Counties.
12. Sent out AIS invoices for MN Traditions.
13. Sent out Initiative Foundation report.
14. Updated website to accommodate new board meeting schedule.
15. Sent out MPCA interim report data to WSN for submission.
16. Submitted WPLMN amended workplan and budget to MPCA for review.
17. Provided comment on the Hill variance from the Greater Bemidji Area Joint Planning Board.
18. Sent DNR 2 quarter report in to the DNR for reimbursement.

## Meetings & Networking

1. Held phone call meetings with various partners to discuss potential Beltrami acquisition.
2. Held phone conversation with Don Ryan and we discussed the jurisdictional authority for the MHB. Attorney General cited procedural rule vs. a land use restriction.
3. Started setting up dates to meet with townships.
4. Helped Gary Doucette, the CW Fair Board coordinator, with a water reuse sustainability concept, and connected him with the CW Soil & Water Conservation District to apply for a Community Partners grant.
5. Attended MN Assoc. of County Land Commissioners in Grand Rapids and presented a conceptual recreational geofencing project to the group.
6. Met with the easement and acquisition technical team to review new potential projects and develop a way to help SWCD's identify and market the program to landowners.
7. Attended Aitkin Natural Resource Advisory Committee meeting along with the Trust for Public Land and provided them with a brief overview of who the MHB is and what we do

followed by a presentation from TPL about what are some current projects developing in their county.

8. Held meeting with Paula West to prioritize watersheds across the first 400 miles of the Mississippi river that have a high fish and wildlife score.

# Mississippi Headwaters Board Work Plan July 1<sup>st</sup>, 2018 to June 30<sup>th</sup>, 2019 SFY 2019

This Work Plan is submitted as required by Minnesota Statute 103F.361 to 103F.377 and the MNDNR. The Work Plan is to be implemented by the joint powers board member counties of Aitkin, Beltrami, Cass, Clearwater, Crow Wing, Hubbard, Itasca and Morrison in conjunction with the attached budget. This proposed budget recognizes the work that has been accomplished the last couple of years, and looks forward to full funding of what we can accomplish with ever increasing responsibility to protect the first 400 miles of the Mississippi River.

## **WORK PLAN:**

The Mississippi Headwaters Board (MHB) participates with and provides leadership and staff support to citizens and partners within the Upper 400 mile Mississippi River corridor, as funding permits, in four program areas:

- A.** Long Range Planning through administration of the Comprehensive Plan
- B.** Resource Stewardship, River utilization and Best Management Practices implementation
- C.** Public Education, Information and Incentives.
- D.** Administration.

The Mississippi Headwaters Board has made river protection a priority, and remains ready to champion the development of this cause. The funding necessary to complete this will require utilizing many revenue streams such as: Clean Water Legacy, general appropriation, Outdoor Heritage funding, and private funding opportunities. The work plan and budget constitute an effective plan to coordinate Mississippi Headwaters Board efforts with the Minnesota's water protection initiatives. This organization is up to the challenge with and through the on-going support of the state of Minnesota, our eight member counties, various local agencies, and private partners. Below are key initiatives that the Mississippi Headwaters Board plans to execute, followed by the four program area details as mentioned above.

## **2018 INITIATIVES**

### **I. Stormwater Tactical Planning**

The Executive Director will work with the cities within the MHB counties to help them apply for implementation grants.

**Outcome:** Stormwater issues will be addressed and a strategy for implementation will be worked out.

**Measurable:** Reporting of the ED to the MHB Board on progress of work. Clean Water Funding and other funding will be applied for in 2018 for the city of Bemidji and Grand Rapids.

**Result:**

## **II. Aquatic Invasive Species (AIS)**

Implement funding for Social Media and geo-fencing opportunities

**Outcome:** Behavioral changes observed in individuals who visit our lakes.

**Measurable:** A survey will be conducted to measure if campaign is having an effect on behavioral change.

**Result:**

## **III. Natural Resource Protection**

The MHB will update part 2 and 3 of the Comprehensive Plan

**Outcome:** Complete MHB Comprehensive Plan.

**Measurable:** Visit 8 counties and get resolutions of support for Comp. Plan.

**Result:**

# **PROGRAM AREAS**

## **A. Long range planning through administration of the Comprehensive Plan.**

1. Review the existing plan annually and update as needed.
2. Facilitate public hearings in each county on any plan changes.
3. Facilitate communication and cooperation between the counties and other agencies via resolutions of support and cooperative agreement procurement.
4. Continue to assist the eight individual Mississippi Headwaters Board counties in the development and improvement of a river specific Water Plan chapter amendment specific to water quality objectives along the first 400-miles of the river corridor.
5. Submit reports as required to State and DNR.
6. Review and certification of land use actions within the first 400 miles of the Mississippi River corridor.
7. Prepare and present to the appropriate policy committees of the Minnesota legislature a biennial report concerning the action of the Board in exercising the authority granted by the legislature under sections 103F.361 to 103F.377

## **B. Encourage Resource Stewardship and Best Management Practices.**

1. Partner with entities that work within the MHB area through exchange of report analysis (i.e. GIS and existing data sets).
2. Seek effective interface with lake and river citizen groups.
3. Continue to encourage new techniques and practices specifically in municipal annexations and townships through communication and collaboration.
4. Review, certify, and track city and township ordinances as they affect the Mississippi Headwaters corridor, while supporting each in the strategic development and implementation of projects along the river.
6. Update and maintain the Mississippi Headwaters Board web site to provide the public with easy access to information about the board, and other pertinent regulatory information.
7. Conduct public meetings and training as necessary to afford opportunity to the public to be fully informed of the plan, Best Management Practices and project cost-share opportunities.
8. Advocate safe and environmentally conscientious community and public recreational access to and usage of the river corridor.
9. Produce literature for the on-going education of river stewardship.
10. Support the positions of the Mississippi Headwaters Board and perform tasks as required to fulfill the State statute and values of the board.
11. Continued attention to the coordinated management of headwaters dams as a system rather than individual sites in the Mississippi Headwaters Board corridor.
12. Work with counties on Aquatic Invasive Species prevention strategies.

**C. Plan Implementation through Public Education, Information and Incentives.**

1. Seek funding for various Mississippi river quality programs.
2. Participate and encourage implementation of goals through collaboration on partner projects in the Minnesota Upper Mississippi watershed basin.
3. Seek opportunities to inform the public of water monitoring opportunities and practices.
4. Work with other area organizations and partners on various grants throughout the Upper Mississippi River for water monitoring programs.

**D. Administration:**

Consistent with the MCIT (Minnesota County Trust Insurance) and other government policies, Mississippi Headwaters Board will administer, coordinate, and communicate efficiently and ethically in the public interest, to provide cost efficient, reliable and courteous public service to the best of its ability. This will be accomplished in compliance with the enabling statute and the Comprehensive Land-use Plan. The computer programs will be used to the maximum potential within the abilities of staff, taking into consideration that many constituents rely on traditional means of communication and cannot be neglected.

1. Provide technical support, staff support, comment, training and review as needed.
2. Ensure consistent, administered action of minimum standards through zoning procedures and a prioritized risk assessment methodology for specific river focused objectives.
3. Provide review and comment of conditional use projects in the corridor.
4. Certify county actions on variances, ordinances, and amendments to zoning ordinances; or utilize process for appeal.
5. Work with applicants (and/or local zoning personnel) prior to the board meeting in order to improve application quality and compliance.

6. Meetings (External Operations)

- a. The Mississippi Headwaters Board will meet monthly or as necessary to review and certify zoning variances, amendments and ordinances from the eight member counties.
- b. Prepare testimony as needed.
- c. Provide an agenda that provides information on budget, correspondence, actions, and pertinent issues.
- d. Meet with the Technical Advisory Committee as deemed necessary to review over the Comprehensive plan and area zoning requirements.
- e. Mississippi Headwaters Advisory Committee will meet according to the by-laws and as deemed necessary.
- f. Assemble a Project Review Committee to assist the board with filtering area zoning/environmental projects for board involvement.
- g. Administer and maintain professional services and contracts as needed.

7. Internal Operations

- a. The Executive Director with the direction of the Mississippi Headwaters Board will oversee activities in compliance with the Crow Wing Personnel Policy and continue the planning process to acquire funding for the position to oversee day to day operations and ensure funding sustainability.
  - i. Define duties & obligations.
  - ii. Assure eight county participation with the Mississippi Headwaters Board activities.
  - iii. Locate/strengthen ties with other partners and legislative agencies.
  - iv. Formal planning process for continued development of Mississippi Headwaters Board role.
- b. The Fiscal Agent with the direction of the Executive Director will perform office duties in compliance with the Personnel Policy.
  - i. Maintain office and computer network.
  - ii. Maintain website and mailing list files.
  - iii. Archive old files.
  - iv. Address needs in compliance with the MCIT, OSHA, and other recommendations.
  - v. Maintain financial system and provide:
    - Revenue accounts, invoices, contracts and expenditures.
    - Monthly financial reports to the Mississippi Headwaters Board.
    - Assistance for audits.
    - Prepare annual and FY budget, materials, and requests for each county.
    - Coordinate annual budget.
- c. Staff Development
  1. Continued professional education of staff.
  2. Fulfill federal, state, local and Mississippi Headwaters Board requirements for employees as discussed in the Crow Wing County Personnel Policy.

# SFY ANNUAL BUDGET '19

Approx. Expenses (Office Operation)	Approx. Budgeted Annually
Salary (Health,FICA, Pera) <b>Executive Director</b>	\$ 89,000.00
<b>Proposed Program Specialist</b>	\$ 53,500.00
Travel Expenses	\$ 1,500.00
Insurance Liability	\$ 5,000.00
Administrative Services	\$ 6,000.00
MHB Per Diem / Ins.	\$ 3,000.00
MHB Mileage (IRS rate)	\$ 3,000.00
Staff Mileage	\$ 4,000.00
State Audit	\$ 2,000.00
Office Operations:	\$1,500.00
Equipment (maint/repair)	\$ 1,000.00
Prof. Service (legal / WEB)	\$ 30,000.00
<b>Outreach</b>	<b>\$500</b>
1) Publications	
2) Events	
3) Marketing	
<b>EXPENSE TOTAL</b>	<b>\$ 200,000.00</b>

Approx. Revenue	Income
State/DNR	\$ 124,000.00
County Appropriations	\$ 12,000.00
Proposed County in-kind Support \$483,241	
Sales	\$ 500.00
<b>Sub-total</b>	<b>\$ 136,500.00</b>
<b>Proposed Grants/Other</b>	
AIS grant	\$4,500
Outdoor Heritage Fund	\$38,000
CWL Implementation- Stormwater	\$17,000
MPCA Water Quality/Monitoring	\$4,000
<b>Sub-total</b>	<b>\$ 63,500.00</b>
<b>REVENUE TOTAL</b>	<b>\$ 200,000.00</b>

<b>Proposed Grants/Other</b>	Approx. Budgeted Annually	Approx. Administrative Revenue
Feed Lots and Septic		
Restoration/reforestation		
Impervious / stormwater planning		
Agricultural practices		
Groundwater		
Conservation Easements		
Land Application		
Planning		
Leadership		
AIS grant	\$81,000	\$4,500
Outdoor Heritage Fund	\$2,998,000	\$38,000
CWL implementation- Stormwater	\$141,000	\$17,000
MPCA Water Quality/Monitoring	\$25,000	\$4,000

# MISSISSIPPI HEADWATERS BOARD FUNDING AGREEMENT

This non-exclusive Agreement (“Agreement”) is made, effective upon execution by all parties (“Effective Date”), by and between the Mississippi Headwaters Board, located at 322 Laurel St., Suite 11, Brainerd, MN 56401 (“MHB”) and Fishing the Wildside (“FWS”), with its principal office located at 609 Minnesota Ave, Walker, MN 56484.

## ARTICLE 1: RECITALS

WHEREAS, MHB was established in 1980 under Minnesota Statutes 103F.361-378 to identify and protect the natural, cultural, scenic, scientific and recreational values of the Mississippi River’s first four hundred miles; and

WHEREAS, MHB and Fishing the Wildside agree to enter into this Agreement whereby FWS will provide a social media awareness campaign and digital platform campaign (“Project”) to target outdoor enthusiast demographic and MHB will act as the fiscal host and administrator of the Project and will monitor the progress.

NOW THEREFORE, in consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

## ARTICLE 2: PURPOSE

### 2.1 Purpose.

MHB and FWS agree that the purpose of this Agreement is to educate the outdoor enthusiast on why Aquatic Invasive Species (AIS) is a concern and inform them about what they can do to help while delivering a positive message.

## ARTICLE 3: TERM OF GRANT AGREEMENT

- 3.1 ***Effective date:*** The date the MHB obtains all required signatures. **The Grantee must not begin work under this grant agreement until this Grant Agreement is fully executed and the Grantee has been notified by the Executive Director to begin the work.**
- 3.2 ***Expiration date:*** March 31, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

## ARTICLE 4: DEFINITIONS

### 4.1 Definitions.

For the purposes of this Agreement and the Schedules hereto, unless there is something in the context inconsistent therewith, the following words and phrases will have the following meanings:

- (a) **Agreement** means this Agreement as the same may be amended from time to time in accordance with the terms hereof and the expressions “herein”, “hereof”, “hereto”,



“above”, “below” and similar expressions if used in any sub-paragraph, paragraph, sub-section, Section or Article of this Agreement refer and relate back to the whole of this Agreement and not to that sub-paragraph, paragraph, sub-section, Section or Article only, unless otherwise expressly provided;

- (b) **“Confidential Information”** means information that is deemed nonpublic or confidential pursuant to the Minnesota Government Data Practices Act;
- (c) **Event of Default** means, with respect either FWS or MHB, that:
  - (i) such Party makes an assignment of its assets for the benefit of its creditors or makes a proposal to its creditors under any bankruptcy or insolvency legislation of any jurisdiction;
  - (ii) a petition in bankruptcy is filed and presented against such Party or a receiver, receiver and manager, custodian or similar agent is appointed or takes possession of any property or business of such Party;
  - (iii) such Party ceases or threatens to cease to carry on its business;
  - (iv) an execution, sequestration, extent or other process of any court becomes enforceable against such Party or a distress or analogous process is levied upon the property of such Party or any part thereof that is not cured within sixty (60) days;
  - (v) in the case of either Party, any of the representations or warranties given hereunder are found to be incorrect or untrue and, as result, have a material, adverse effect upon such Party carrying out its obligations hereunder;
  - (vi) either Party’s failure to remedy a material breach of this Agreement within sixty (60) days of receipt of written notice from the other Party specifying in detail the nature of such breach.
  - (vii) written notice from any authorized agency finding either Party’s contract activities pursuant to this Agreement to be in violation of the law.
  - (viii) in the case of either Party if is found to be engaged in illegal contract or purchasing activities and/or no longer exists under the applicable law.
- (d) **“Parties”** means the parties to this Agreement, specifically FWS and MHB and **“Party”** means any one of FWS and MHB;

## **ARTICLE 5: PROJECT INFORMATION**

### 5.1 Project Deliverable.

Information media on social media will be produced and/or distributed in various areas to educate the outdoor enthusiast on the prevention of aquatic invasive species by FWS. FWS will also manage and coordinate a geofencing, Display Advertising tactic, and native content and video marketing campaign.

1. Creation, direction and management of public directed educational, PR and awareness campaigns on behalf of the MHB in relations to Aquatic Invasive Species.
2. Oversee and management of Social Media pages and posts as it pertains to Minnesota Traditions
3. Oversee and management of digital media content creation and distribution as it pertains to Minnesota Traditions
4. Consulting services as it relates to any of the above listed services or campaigns.
5. Support expansion of MHB/ MN Traditions styled campaigns to other non-profits, entities and/or organizations where desired and directed by the MHB.

5.2 Action Steps and Timeline.

- March 1, 2018-March 31, 2019: distribute social media materials according to 2018 MHB AIS Social Media Calendar.
- July 1, 2017-March 31, 2019: oversee and manage digital media content creation
- February 15, 2018- written and video content will be produced and ready for distribution.
- April 1, 2018- October 31, 2018 timeline of social media campaign.
- April 1, 2018-October 31, 2018- timeline of digital media campaign.

5.3 Project Replication and Disbursement.

Once the media is distributed in regional and local markets, other counties will see the benefit of a regional, coordinated effort and contribute to the awareness campaign. The media materials can be replicated easily.

**ARTICLE 6: FINANCIAL NEED AND RESOURCES**

6.1 Funding.

MHB shall provide funding for the dates of **July 1, 2017- March 31, 2019** in the amount of **\$91,344.96** for the above deliverables. \$33,200 will be used for the social media campaign, and \$58,144.96 will be used for the digital campaign.

**ARTICLE 7: TERMINATION**

7.1 Term

The period of this Agreement will commence on the date hereof and expire on March 31, 2019.

7.2 Termination

This Agreement shall be terminated prior to the expiration of the Term:

- (a) immediately upon either Party providing written notice to the other Party in the event of the occurrence of an Event of Default with respect to the other Party. Termination of this Agreement pursuant to this Subsection (a) shall not limit, in any way, the recourse to any remedies available to either Party at law or in equity; or
- (b) ninety (90) days following delivery by either Party of written notice to the other Party to that effect.

7.3 Payment upon Termination

In the event of termination of this Agreement, each Party shall perform its obligations up to and including the effective date of termination.

7.4 Rights and Obligations on Termination or Expiry

Upon the expiry of the Term or the termination of this Agreement and in addition to the other obligations of each Party as set forth herein, each Party shall promptly and unconditionally return or cause to be returned to other Party, as the case may be, all data, property, documentation and other materials supplied by or at the direction of one Party to the other Party or to any of its employees or agents.

**ARTICLE 8: LIMITED LICENSE TO USE OF NAMES AND TRADEMARKS**

8.1 Limited License To Use Name and Logo

Each Party grants the other Party a limited license to use its name and logo in advertising and promoting the events as contemplated in this Agreement, including the use of its logo on any merchandise authorized by both Parties.

8.2 Written Approval Required Before Use of Name and Logo

Prior to a Party using the other Party's name and logo, such Party shall first submit to the other Party, for its prior written approval, such approval will not be unreasonably withheld, the nature of the use provided for in Section 12.1.

**ARTICLE 9: GENERAL CONDITIONS**

9.1 Notices

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing.

Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:

- (i) Mississippi Headwaters Board  
ATTN: Executive Director  
Address: 322 Laurel Street  
City/State: Brainerd  
Zip: 56401  
Email: [timt@mississippiheadwaters.org](mailto:timt@mississippiheadwaters.org)  
Telephone: (218)-824-1189

Notice shall be served by the following means:

- (a) by delivering it to the Party on whom it is to be served via email or US postal mail. Notice delivered in this manner shall be deemed received when actually delivered to such Party through these methods.

## 9.2 Governing Law, Jurisdiction, and Attorney's Fees

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Minnesota. Any dispute arising out of this Agreement shall be adjudicated in Crow Wing County, Minnesota. In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover costs and reasonable attorney's fees from the other Party

## 9.3 Force Majeure

Neither Party hereto shall be liable to the other for default or delay in performing its obligations hereunder if caused by fire, strike, riot, war, act of God, delay of carriers, governmental order or regulation, complete or partial shutdown of plant by reason of inability to obtain sufficient raw materials or power, and/or any other similar or different occurrence beyond the reasonable control of the Party so defaulting or delaying. The Party whose performance is prevented by any such occurrence shall notify the other Party thereof in writing as soon as is reasonably possible after the commencement of such occurrence, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the other Party of the cessation of such occurrence.

## 9.4 Assignment

Neither Party shall have the right to assign or otherwise transfer its rights and obligations under this Agreement except with the prior written consent of the other Party, provided that a successor in interest by merger, by operation of law, assignment, purchase, or otherwise of the entire business of either Party shall acquire all interest of such Party hereunder. Any prohibited assignment shall be invalid.

## 9.5 Relationship

Each Party is an independent entity under the terms of this Agreement. Neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other Party. Except as otherwise provided or as may hereafter be established by a written agreement executed by authorized representatives of the Parties, all operational expenses incurred by either Party will be borne by the Party incurring the expense. Neither Party will hold itself out as, nor claim to be, an agent of the other Party and will not make any claim, demand, or application to or for any right or privilege applicable to an agent of the other Party.

## 9.6 Indemnity

Each party agrees to defend, indemnify, and hold the other harmless from any and all claims and demands of Members or Participants, which may result from the negligence of the other in connection with its duties and responsibilities under this Agreement, unless such action is a result of intentional wrongdoing of the other party. Each party agrees that it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof.

## 9.7 Limitations of Liability

Excepting the parties' indemnification obligations hereunder, neither party shall, by reason of

termination of this Agreement or otherwise, be liable to the other party for any punitive, special, incidental, or consequential damages including, but not limited to the following: compensation or damages for loss of present or prospective profits or revenues; loss of actual or anticipated commissions on sales or anticipated sales; expenditures, investments, or commitments made in connection with the establishment, development, or maintenance of the selling representation created by this Agreement or in connection with the performance of obligations, regardless of the form of action, whether in contract, tort, or other legal theory. The foregoing limitation shall apply (A) even if such party has been advised of the possibility of such damages and (B) notwithstanding any failure of essential purpose of any limited remedy herein.

#### 9.8 Binding Effect

This Agreement binds and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.

#### 9.9 Entire Agreement

The individuals signing this Agreement hereby represent that they are authorized, on behalf of their respective organizations, to execute this Agreement and the Agreement contains the entire understanding between the Parties concerning the subject matter.

#### 9.10 Severability

In the event that any of the terms of this Agreement are in conflict with any rule, law, statutory provision, or are otherwise unenforceable under the laws or regulations of any applicable government or subdivision thereof, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement. This Agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial harm to, or where the invalid or unenforceable provisions compromise an integral part of, or are otherwise inseparable from, the remainder of this Agreement.

#### 9.11 Waiver

Failure by either Party to take action or assert any right hereunder shall not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

#### 9.12 Successors

All rights and remedies of the Parties hereunder shall inure to the benefit of their successors and assigns.

#### 9.13 Amendments

This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled, or waived, in whole or in part, other than by written amendment signed by both Parties.

#### 9.14 Confidentiality

The Parties agree and understand that each Party that all information that each Party possesses shall be considered public unless such information qualifies as an exception under the Minnesota

Government Data Practices Act. The Parties agree to not disclose Confidential Information and shall take all reasonable measures to enforce the obligation of confidentiality and use contained herein with respect to any of their employees or former employees who while in the employ of the Parties have access to Confidential Information. In the event of unauthorized disclosure of Confidential Information, the disclosing Party will indemnify, and hold the non-disclosing Party harmless from any and all claims, suits, fines, penalties, causes of action, damages, liabilities, expenses, and attorneys' fees incurred as a result of the disclosing Party's unauthorized disclosure of Confidential Information. The disclosing Party will be bound by, and will pay, the amount of any settlement, judgment, penalty, fine, and award as well as any and all costs, expenses, and attorneys' fees incurred by the non-disclosing Party as a result of the unauthorized disclosure.

9.15 Reference to Articles, Provisions, and Sub-provisions

As used herein, reference to any Article, Provision, or Sub-provision shall be only with reference to an Article, Provision, or Sub-provision of this Agreement unless specifically indicated otherwise.

9.16 Counterparts

This Agreement may be executed and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgement of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.

9.17 Execution and Delivery of Documents

Each of the Parties hereto, legal representatives, successors, and assigns shall do all things to execute and deliver any and all documents which may be necessary at any time to carry out and effectuate the terms and conditions of this Agreement.

9.18 Recitals and Schedules

The Parties hereby confirm and ratify the matters contained and referred to in the Recitals and this Agreement and agree that it and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement, notwithstanding that such Schedules may not be expressly referred to herein. If a conflict arises between any provision contained in this Agreement and any provision contained in any of the schedules hereto, the provisions of this Agreement shall prevail.

The Schedules to this Agreement are as follows:

**ARTICLE 10. AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date hereof.

**Mississippi Headwaters Board**

**Fishing the Wildside**

By \_\_\_\_\_  
Authorized Signature- Signed

By \_\_\_\_\_  
Authorized Signature-**Signed**

By \_\_\_\_\_

By \_\_\_\_\_

Name- Printed

Title \_\_\_\_\_

Date \_\_\_\_\_

Name-**Printed**

Title \_\_\_\_\_

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