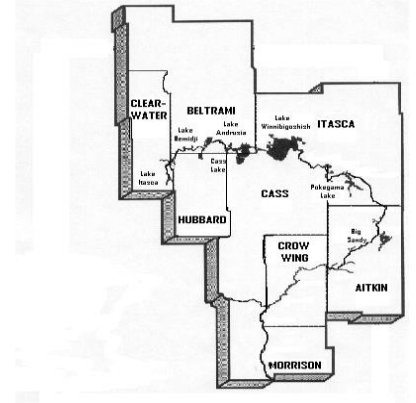




**Mississippi Headwaters Board
Meeting Agenda
Cass County Courthouse
Walker, MN
July 27, 2018
10:00 am**



- **Call to Order/Pledge of Allegiance**

10:00 PM Approve/Amend

- Agenda
- Consent Agenda – June '18 Minutes & Expenses (att. 1 & 2)

Planning and Zoning (Actions)

- None

Action / Discussion Items:

- Executive Director's Report (att. 3)
- LSOHC Contract with Paula West.
- MHB Lakes presentation
- AIS Program overview
- Comp Plan Revision

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

Meeting Adjourned - Thank you

Mtgs:

August 4, '18, 9:00 AM- MHB Canoe Day- Kiwanis Park, Brainerd MN
August 24, '18, 10:00 AM – MHB Board Meeting- Walker, MN

Attachment 1 & 2

Draft Minutes

Monthly Expenses

Mississippi Headwaters Board
June 22, 2018
Cass County Courthouse
Walker, MN 56484

MEETING
MINUTES

Members present: Paul Thiede (Crow Wing), Scott Bruns (Cass), Davin Tinquist (Itasca), Mike Wilson (Morrison), Dean Newland (Clearwater), and Tim Terrill (Executive Director).

Others Present: Paula West (Westcom), John Steward (DNR Parks and Trails)

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

M/S (Wilson/Tinquist) to approve of the agenda. Motion Carried.

M/S (Tinquist/Newland) to approve of the consent agenda. Motion Carried.

Planning & Zoning

None

Action/Discussion Items

Executive Director Report

Tim explained that the Senate Omnibus bill that contained the MHB statute clarification was vetoed by the Governor. Tim is making plans to have it jacketed during next year's legislative session

Tim attended meeting in Bemidji to discuss options for PMA25. The city engineer suggested another alternative, and HR Green is looking at that option. Ultimately there will be 5 options presented with cost analysis so an informed decision on what Best Management Practice meets the civic and environmental values.

Discussed with Molly MacGregor how "Wild" and "Scenic" designation was developed for river miles. While she was unclear, she thinks it was developed off platted land. Commissioner Thiede suggested that Tim try to contact someone else who was around during that time period to determine how river miles were developed.

Tim attended the Accelerated Ruffed Grouse Action Plan meeting in Duluth. Tim explained that the purpose of the meeting was to discuss a potential LSOHC meeting with the Superior National Forest and county land commissioners in the Arrowhead region of the state. Tim told the board that a similar meeting will be held in September at the Chippewa National Forest and that he will be meeting with Land Commissioners next week to be prepared for that meeting.

Tim discussed his meeting with Itasca township annual meeting in Grand Rapids and how that is developing relationships with government he has been unfamiliar with.

Tim attended Aitkin county Lakes and Rivers Fair and said it was a good meeting where over 400 people attended. The event was placed on Lakeland News television and some short footage of the MHB booth was on the highlight reel.

LSOHC Update- Paula West who is a contractor for the MHB explained how the Miss. Headwaters Habitat Corridor Project is going and tools presented to the MHB SWCD's to help them with easement acquisition. Financials were given to provide a complete update to the board.

MHB Educational History Video- Tim asked the Board if they would be willing to spend funds to produce a video that would be targeted to new board members and the legislature to explain our birth and rich heritage. Commissioner Wilson thought it would be a good idea and stated that the video should contain the message "where we've been, where were at, and where were going." Comm. Thiede stated that a strategic retreat in January after commissioner elections would be a good idea and maybe an outcome of that would be a video.

Comprehensive Plan revision- The Board reviewed pages 55-63 of the Comprehensive Plan.

County Updates- Comm. Thiede explained that politically the ruffed grouse and walleye organization are starting to form a political conversation with the legislature. He thinks it may be due to all the attention that Muskies have received over the past few years.

M/S (Newland/Bruns) to adjourn. Motion carried.

Chairman Paul Thiede

Executive Director Tim Terrill

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Crow Wing County
ACCOUNT DETAIL HISTORY FOR 2018 06 TO 2018 06

P 1
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ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
74	10001	Cash & Pooled Investments							
					SOY BALANCE			298,580.61	
					PER 01		173,155.22	471,735.83	
					PER 02		22,474.25	494,210.08	
					PER 03		-177,597.42	316,612.66	
					PER 04		65,321.92	381,934.58	
					PER 05		-11,618.98	370,315.60	
18/06	212 06/05/18	APP A0605					-3,907.45	366,408.15	
	A060518								
18/06	237 06/05/18	GNI					1,611.85	368,020.00	
	ST OF MN	SYSTEM GENERATED DUE TO LINE							
18/06	283 06/08/18	PRJ					-3,643.06	364,376.94	
18/06	556 06/19/18	APP A0619					-1.86	364,375.08	
	A061918								
18/06	623 06/22/18	PRJ					-3,792.28	360,582.80	
18/06	744 06/26/18	APP A0626					-372.56	360,210.24	
	A062618								
18/06	759 06/26/18	GNI					4,150.45	364,360.69	
	ST OF MN	SYSTEM GENERATED DUE TO LINE							
18/06	844 06/29/18	GNI MAY					-626.00	363,734.69	
	WF PCARD	SYSTEM GENERATED DUE TO LINE							
18/06	906 06/30/18	GEN					-525.00	363,209.69	
	RECURRING	DUE TO / DUE FROM							
	LEDGER BALANCES --- DEBITS:		266,713.69		CREDITS:		-202,084.61	NET:	64,629.08
74	20050	Vouchers Payable							
					SOY BALANCE			.00	
18/06	210 06/01/18	API B 2569					-3,907.45	-3,907.45	
	W A060518								
18/06	212 06/05/18	APP A0605					3,907.45	.00	
	A060518	AP CASH DISBURSEMENTS JOURNAL							
18/06	553 06/19/18	API B 2614					-1.86	-1.86	
	W A061918								
18/06	556 06/19/18	APP A0619					1.86	.00	
	A061918	AP CASH DISBURSEMENTS JOURNAL							

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Crow Wing County
ACCOUNT DETAIL HISTORY FOR 2018 06 TO 2018 06

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ORG YR/PR	OBJECT JNL	PROJ EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
18/06	743	06/26/18	API B	2638				-372.56	-372.56	
	W	A062618								
18/06	744	06/26/18	APP A0626					372.56	.00	
	A062618		AP CASH DISBURSEMENTS JOURNAL							
			LEDGER BALANCES --- DEBITS:		4,281.87		CREDITS:	-4,281.87	NET:	.00
74	38400		Expenditures							
							SOY BALANCE			.00
							PER 01	17,694.04		17,694.04
							PER 02	11,140.97		28,835.01
							PER 03	183,481.47		212,316.48
							PER 04	14,263.36		226,579.84
							PER 05	11,618.98		238,198.82
18/06	210	06/01/18	API B	2569				3,907.45	242,106.27	
	W	A060518								
18/06	283	06/08/18	PRJ PR0608	1060818	1060818			3,643.06	245,749.33	
	PAY060818		WARRANT=060818	RUN=1	BI-WEEKL					
18/06	553	06/19/18	API B	2614				1.86	245,751.19	
	W	A061918								
18/06	623	06/22/18	PRJ pr0622	1062218	1062218			3,792.28	249,543.47	
	pay062218		WARRANT=062218	RUN=1	BI-WEEKL					
18/06	743	06/26/18	API B	2638				372.56	249,916.03	
	W	A062618								
18/06	844	06/29/18	GNI MAY					626.00	250,542.03	
	WF	PCARD								
18/06	906	06/30/18	GEN					525.00	251,067.03	
			RECURRING							
			LEDGER BALANCES --- DEBITS:		251,067.03		CREDITS:	.00	NET:	251,067.03
74	38500		Revenues							
							SOY BALANCE			.00
							PER 01	-190,849.26		-190,849.26
							PER 02	-33,615.22		-224,464.48
							PER 03	-5,884.05		-230,348.53
							PER 04	-79,585.28		-309,933.81
18/06	237	06/05/18	GNI					-1,611.85	-311,545.66	
	ST OF MN									
18/06	759	06/26/18	GNI					-4,150.45	-315,696.11	

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Crow Wing County
ACCOUNT DETAIL HISTORY FOR 2018 06 TO 2018 06

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ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
ST OF MN									
LEDGER BALANCES --- DEBITS:				.00	CREDITS:		-315,696.11	NET:	-315,696.11
74830	53180	Environmental Assistance /MPCA			REVISED BUDGET .00				
					PER 01		-503.14	-503.14	
					PER 02		-1,106.64	-1,609.78	
					PER 03		-884.05	-2,493.83	
					PER 04		-1,113.04	-3,606.87	
18/06	237 06/05/18	GNI					-1,611.85	-5,218.72	
	ST OF MN	MHB POLLUTION CONTROL							
18/06	759 06/26/18	GNI					-4,150.45	-9,369.17	
	ST OF MN	POLL CONTROL INV 24							
LEDGER BALANCES --- DEBITS:				.00	CREDITS:		-9,369.17	NET:	-9,369.17
74830	61000	Salaries & Wages - Regular			REVISED BUDGET .00				
					PER 01		4,955.02	4,955.02	
					PER 02		4,955.03	9,910.05	
					PER 03		7,804.16	17,714.21	
					PER 04		5,078.90	22,793.11	
					PER 05		5,078.89	27,872.00	
18/06	283 06/08/18	PRJ PR0608 1060818	1060818				2,539.45	30,411.45	
	PAY060818	WARRANT=060818	RUN=1 BI-WEEKL						
18/06	623 06/22/18	PRJ pr0622 1062218	1062218				2,539.45	32,950.90	
	pay062218	WARRANT=062218	RUN=1 BI-WEEKL						
LEDGER BALANCES --- DEBITS:				32,950.90	CREDITS:		.00	NET:	32,950.90
74830	61200	Active Insurance			REVISED BUDGET .00				
					PER 01		1,470.56	1,470.56	
					PER 02		1,469.38	2,939.94	
					PER 03		1,449.18	4,389.12	
					PER 04		1,448.94	5,838.06	
					PER 05		1,476.12	7,314.18	
18/06	283 06/08/18	PRJ PR0608 1060818	1060818				734.47	8,048.65	
	PAY060818	WARRANT=060818	RUN=1 BI-WEEKL						
18/06	623 06/22/18	PRJ pr0622 1062218	1062218				744.77	8,793.42	
	pay062218	WARRANT=062218	RUN=1 BI-WEEKL						

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Crow Wing County
ACCOUNT DETAIL HISTORY FOR 2018 06 TO 2018 06

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ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
	LEDGER BALANCES --- DEBITS:			8,793.42			CREDITS: .00	NET: 8,793.42	
74830	61300		Employee Pension & FICA						
							REVISED BUDGET		.00
							PER 01	722.96	722.96
							PER 02	725.48	1,448.44
							PER 03	1,151.16	2,599.60
							PER 04	738.28	3,337.88
							PER 05	747.26	4,085.14
18/06	283 06/08/18	PRJ PR0608	1060818	1060818			369.14	4,454.28	
	PAY060818	WARRANT=060818	RUN=1	BI-WEEKL					
18/06	623 06/22/18	PRJ pr0622	1062218	1062218			378.06	4,832.34	
	pay062218	WARRANT=062218	RUN=1	BI-WEEKL					
	LEDGER BALANCES --- DEBITS:			4,832.34			CREDITS: .00	NET: 4,832.34	
74830	62100		Telephone						
							REVISED BUDGET		.00
							PER 01	60.42	60.42
							PER 02	59.83	120.25
							PER 03	57.43	177.68
							PER 04	58.89	236.57
							PER 05	57.15	293.72
18/06	553 06/19/18	API 006205	77289	77289	15305	B	1.74	295.46	
	W A061918	JUNE CTC & 05/18 - 05/18	LD CA CONSOLIDATED	TELECOM					
18/06	553 06/19/18	API 006205	77289	77289	15305	B	.12	295.58	
	W A061918	JUNE CTC & 05/18 - 05/18	LD CA CONSOLIDATED	TELECOM					
18/06	623 06/22/18	PRJ pr0622	1062218	1062218			55.00	350.58	
	pay062218	WARRANT=062218	RUN=1	BI-WEEKL					
	LEDGER BALANCES --- DEBITS:			350.58			CREDITS: .00	NET: 350.58	
74830	62680		Non-Employee Per Diems						
							REVISED BUDGET		.00
							PER 01	250.00	250.00
							PER 02	300.00	550.00
							PER 03	250.00	800.00
							PER 05	525.00	1,325.00
18/06	623 06/22/18	PRJ pr0622	1062218	1062218			75.00	1,400.00	
	pay062218	WARRANT=062218	RUN=1	BI-WEEKL					

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Crow Wing County
ACCOUNT DETAIL HISTORY FOR 2018 06 TO 2018 06

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ORG YR/PR	OBJECT JNL	PROJ EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
18/06	743	06/26/18	API 002809		77704	15420	B	50.00	1,450.00	
	W A062618	MEETING ATTENDED			TINQUIST, DAVIN C					
18/06	743	06/26/18	API 002534		77705	15394	B	50.00	1,500.00	
	W A062618	MEETING ATTENDED			NEWLAND, DEAN					
18/06	743	06/26/18	API 100532		77707	1909200	B	50.00	1,550.00	
	W A062618	MHB MEETING			MORRISON COUNTY AUDI					
LEDGER BALANCES --- DEBITS:					1,550.00					
						CREDITS:		.00	NET:	1,550.00
74830	62720	Non-Employee Mileage								
						REVISED BUDGET				.00
						PER 01		198.09	198.09	
						PER 02		376.89	574.98	
						PER 03		212.55	787.53	
						PER 05		489.95	1,277.48	
18/06	743	06/26/18	API 002809		77704	15420	B	65.40	1,342.88	
	W A062618	MEETING ATTENDED			TINQUIST, DAVIN C					
18/06	743	06/26/18	API 101580		77708	15422	B	98.10	1,440.98	
	W A062618	MEETING MILEAGE			WILSON, MICHAEL					
18/06	844	06/29/18	GNI MAY				B	45.78	1,486.76	
	WF PCARD	1071 - MHB	PAUL THIEDE - OOP							
LEDGER BALANCES --- DEBITS:					1,486.76					
						CREDITS:		.00	NET:	1,486.76
74830	62990	Prof. & Tech. Fee - Other								
						REVISED BUDGET				.00
						PER 01		5,226.89	5,226.89	
						PER 02		2,783.18	8,010.07	
						PER 03		172,078.09	180,088.16	
						PER 04		6,531.48	186,619.64	
						PER 05		2,454.84	189,074.48	
18/06	210	06/01/18	API 002876		76155	15163	B	203.00	189,277.48	
	W A060518	PACE LAB # 24			PACE ANALYTICAL SERV					
18/06	210	06/01/18	API 002876		76156	15163	B	97.00	189,374.48	
	W A060518	PACE LAB # 24			PACE ANALYTICAL SERV					
18/06	210	06/01/18	API 002876		76157	15163	B	251.50	189,625.98	
	W A060518	PACE LAB # 24			PACE ANALYTICAL SERV					
18/06	210	06/01/18	API 002876		76158	15163	B	106.00	189,731.98	
	W A060518	PACE LAB # 24			PACE ANALYTICAL SERV					
18/06	210	06/01/18	API 002876		76159	15163	B	251.50	189,983.48	

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Crow Wing County
ACCOUNT DETAIL HISTORY FOR 2018 06 TO 2018 06

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ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
	W A060518 PACE LAB # 24			PACE ANALYTICAL SERV					
18/06	210 06/01/18 API 101308			76162	15165	B	2,998.45	192,981.93	
	W A060518 PROJECT 0260B1333.001 WSN INVO WIDSETH SMITH NOLTIN								
18/06	743 06/26/18 API 100776			77706	1909201	B	59.06	193,040.99	
	W A062618 MISSISSIPPI HEADWATERS ACP SIG SIGN SPOT								
18/06	906 06/30/18 GEN					B	525.00	193,565.99	
	RECURRING FINANCIAL SERVICE								
	LEDGER BALANCES --- DEBITS:		193,565.99						
				CREDITS:			.00	NET:	193,565.99
74830	63320		Employee Mileage						
				REVISED BUDGET					.00
				PER 01	220.96			220.96	
				PER 02	440.36			661.32	
				PER 03	472.75			1,134.07	
				PER 04	222.91			1,356.98	
				PER 05	590.08			1,947.06	
18/06	844 06/29/18 GNI MAY					B	40.88	1,987.94	
	WF PCARD 1434 - Aitkin RAQ - geofence								
	TIM TERRILL - OOP								
18/06	844 06/29/18 GNI MAY					B	97.56	2,085.50	
	WF PCARD 1434 - Bemidji PMA 25 project								
	TIM TERRILL - OOP								
18/06	844 06/29/18 GNI MAY					B	27.25	2,112.75	
	WF PCARD 1434 - Camp Ripley NPS mtg								
	TIM TERRILL - OOP								
18/06	844 06/29/18 GNI MAY					B	97.01	2,209.76	
	WF PCARD 1434 - Enbridge mtg								
	TIM TERRILL - OOP								
18/06	844 06/29/18 GNI MAY					B	117.34	2,327.10	
	WF PCARD 1434 - Itasca - Cass easement								
	TIM TERRILL - OOP								
18/06	844 06/29/18 GNI MAY					B	43.22	2,370.32	
	WF PCARD 1434 - Leech Lake 1W1P								
	TIM TERRILL - OOP								
18/06	844 06/29/18 GNI MAY					B	57.77	2,428.09	
	WF PCARD 1434 - MHB monthly mtg								
	TIM TERRILL - OOP								
18/06	844 06/29/18 GNI MAY					B	31.34	2,459.43	
	WF PCARD 1434 - Morrison SWCD RAQ								
	TIM TERRILL - OOP								
18/06	844 06/29/18 GNI MAY					B	27.25	2,486.68	
	WF PCARD 1434 - Sentinel L-scape								
	TIM TERRILL - OOP								
	LEDGER BALANCES --- DEBITS:		2,486.68						
				CREDITS:			.00	NET:	2,486.68

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Crow Wing County
ACCOUNT DETAIL HISTORY FOR 2018 06 TO 2018 06

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ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
74830	63340	Hotel & Meals Travel Expense							
							REVISED BUDGET		.00
					PER 01		102.27	102.27	
					PER 04		8.00	110.27	
18/06	844 06/29/18	GNI MAY				B	13.37	123.64	
	WF PCARD	lunch for easement mtg wit TIM TERRILL - BENSONS 1896 EATING AND D							
	LEDGER BALANCES --- DEBITS:			123.64	CREDITS:		.00	NET:	123.64
74830	64090	Office Supplies							
							REVISED BUDGET		.00
					PER 01		131.87	131.87	
					PER 02		30.82	162.69	
					PER 03		6.15	168.84	
					PER 04		22.96	191.80	
					PER 05		199.69	391.49	
18/06	844 06/29/18	GNI MAY				B	10.78	402.27	
	WF PCARD	envelopes TIM TERRILL - OFFICEMAX/DEPOT 6590							
18/06	844 06/29/18	GNI MAY				B	12.70	414.97	
	WF PCARD	board snack and coffee TIM TERRILL - SUPER ONE FOODS #45							
18/06	844 06/29/18	GNI MAY				B	3.75	418.72	
	WF PCARD	agenda mailing TIM TERRILL - USPS PO 2611000401							
	LEDGER BALANCES --- DEBITS:			418.72	CREDITS:		.00	NET:	418.72
	GRAND TOTAL --- DEBITS:			768,621.62	CREDITS:		-531,431.76	NET:	237,189.86

63 Records printed

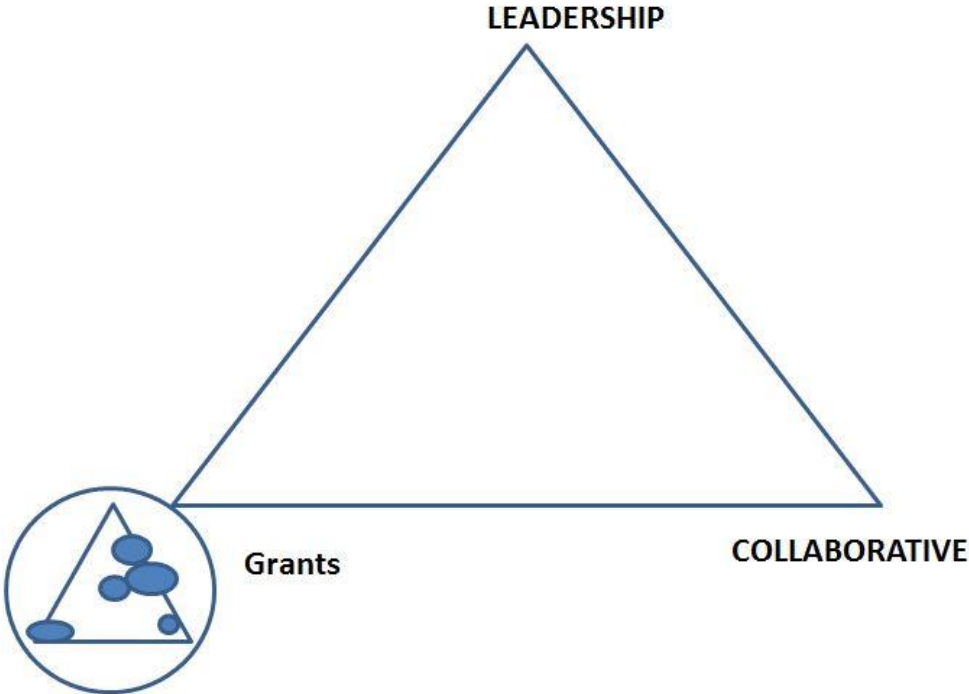
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Planning and Zoning

None

Action/Discussion

Executive Director's Report
LSHOC Contract Approval
Lakes Presentation
Comp plan Revision



Executive Director Report

June-July 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. Sent Canoe Day PSA to Brainerd Dispatch and ordered T-shirts.
7. Completed Initiative Foundation quarterly and bi-annual report.
8. Sent out notification parcel list to appropriate elected officials and staff.

Meetings & Networking

1. Attended MPCA WRAPS Brainerd watershed meeting to select TMDL.
2. Discussed programs for an interactive exhibit for the Headwaters Science Center in Bemidji MN. They qualified for an interactive display from We Are Water and are required to have interviews with people on how water affects them (water stories). They also are trying to hold events from 12/2/18-1/14/19 in which the public can learn about water.
3. Attended Miss. River-Grand Rapids WRAPS session and discussed impairments on lakes and streams.
4. Attended MACLC meeting and discussed what I learned from the Superior National Forest meeting in Duluth to see if it was practical here.
5. Checked with the National Park Service to find out how river miles were established.
6. Researched answers for Land Use Table and Cultural Resources Section of the Comp plan. Connected with SHPO to determine Cultural Resources investigation procedures and with Bruce Koenen from the State Archaeologist to determine current and future assessments.
7. Talked with the clerk of Palisade and provided guidance toward implementation of planning and zoning requirements.
8. Attended the Northern Counties meeting and was able to listen to presentations about PILT and learn more about the issues facing counties.
9. Discussed with the Crow Wing County Attorney our position on the pipeline and received a reply from him.
10. Camp Ripley is looking at the possibility of using a similar version of the MHB easement parcel screening process for the Sentinel Landscape program.

11. Held AIS and County Rec Survey follow up meeting.
12. Held meeting with Dan Steward to discuss ppt. presentation.

Mississippi Headwaters Board Contract

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 West Communications, with its principal office located at 24839 Cove Trail, Nisswa, MN 56468.

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 West Communications agree to enter into this Agreement whereby West Communications will provide services to administer and coordinate the Mississippi Headwaters Habitat Corridor Project which is an easement and fee-title program, and the MHB will act as organizational oversight to the contractor and will monitor 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 West Communications agree that the purpose of this Agreement is to contract with West Communications to coordinate the Mississippi Headwaters Habitat Corridor Project.

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:*** June 30, 2021, 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 West Communications 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 West Communications and MHB and **“Party”** means any one of West Communications and MHB;

ARTICLE 5: PROJECT INFORMATION

5.1 Project Deliverables.

- Work in a systematic manner to notify local officials and agency personnel to inform them of potential parcels that are eligible for acquisition.

- Meet and communicate with county and agency staff to provide information about selected parcels.
- Work with the Trust for Public Land to identify and target potential parcels for acquisition.
- Work with the Board of Water & Soil Resources and Soil & Water Conservation Districts to coordinate potential parcels for easements.
- Coordinate and hold the acquisition and easement program meetings.
- Annually submit and write LSOHC grants to the Outdoor Heritage Council and testify annually before them.
- Report and fulfill the responsibilities of appropriated LSOHC grants by meeting all reporting requirements and producing measurable results.
- Produce and distribute any communication to promote the Mississippi Habitat Corridor Project.

5.2 Action Steps and Timeline.

The duration of this contract will be through June 30, 2021 and will meet the above deliverables.

5.3 Project payment.

Payment for services will occur on a reimbursement basis whereas MHB will submit allowable expenses through Dept. of Natural Resources (DNR) reporting forms to the DNR on a quarterly basis.

5.4 Meals, Lodging, and Mileage expenses

Any incurred travel expenses will be paid according to the DNR reimbursement rate for LSOHC administered projects.

ARTICLE 6: FINANCIAL NEED AND RESOURCES

6.1 Funding.

MHB shall provide funding from date of signature to June 30, 2021 in the amount up to **\$60,000** for Project coordination through reimbursement from the Lessard Sams Outdoor Heritage fund.

ARTICLE 7: TERMINATION

7.1 Term

The period of this Agreement will commence on date of signature and expire on June 30, 2021.

7.2 Termination

This Agreement shall be terminated prior to the expiration of the Term, funding is terminated, or grant is no longer funded:

- (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) Thirty (30) 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 Approval Required Before Use of Name and Logo

Prior to a Party using the other Party's name and logo, such Party shall first call or email the other Party for prior approval, such approval will not be unreasonably withheld.

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
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.

ARTICLE 10. AGREEMENT

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

Mississippi Headwaters Board

By _____
Authorized Signature-**Signed**

By _____
Name-**Printed**

Title _____

Date _____

West Communications

By _____
Authorized Signature-**Signed**

By _____
Name-**Printed**

Title _____

Date _____