

EXHIBIT 1

AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN MINNESOTA LAND TRUST AND CITY OF DULUTH

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this “Agreement”) is by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as the “City,” and Minnesota Land Trust, a Minnesota non-profit corporation, hereinafter referred to as “MLT.”

WHEREAS, the St. Louis River Estuary is the largest and most biologically productive wetland and aquatic habitat complex in the western Lake Superior area (the “Estuary”); and

WHEREAS, the City has a program known as the Duluth Natural Areas Program that is designed to enable restoration, protection, and management for conservation properties of special environmental significance; and

WHEREAS, the City wishes to protect and restore wetlands and other degraded habitats in the Estuary through the Duluth Natural Areas Program. Through the Duluth Natural Areas Program planning process, the City desires to evaluate approximately 1,300 acres of coastal wetlands and associated habitats along the Minnesota shoreline of the Estuary for consideration of inclusion in the to-be-created “St. Louis River Natural Area.” The 1,300 acres of potential properties to evaluate are of mixed ownership, 500 of which are owned by the City.

WHEREAS, the purpose of the creation of the St. Louis River Natural Area is to advance integrated public ownership, ecological restoration, conservation management, and permanent protection of properties within the Estuary. Once formally designated, the St. Louis River Natural Area will protect identified properties in accordance with the Lake Superior Action and Management Plan.

WHEREAS, the process of designating the St. Louis River Natural Area has three phases, which are described on the Project Synopsis attached as Exhibit A (the three phases are collectively referred to in this Agreement as the “Project”). At this time, the City desires to complete the first phase of the Project (“Phase 1”), which partially includes identifying, assessing, and nominating parcels for designation in the St. Louis River Natural Area (the “Nominated Parcels”). Phase 1 also includes the creation of a Duluth Natural Areas Program nomination package (the “Nomination Package”), which shall be submitted for approval to the City’s Planning Commission and City Council. Planning Commission and City Council approval of the Nomination Package would provisionally create the St. Louis River Natural Area (with further steps necessary to finalize creation of the St. Louis River Natural Area); and

WHEREAS, as the remaining portion of Phase 1 and after the submission of the Nomination Package and provisional creation of the St. Louis River Natural Area, the City, along

with its partners, has 12 months to develop and submit a restoration, management, and acquisition plan for the provisional St. Louis River Natural Area (the “Management Plan”). The Nominated Parcels, Nomination Package, and Management Plan are collectively referred to as “Phase 1.”

WHEREAS, the City received a grant in the amount of \$220,000 from the United States Environmental Protection Agency (“USEPA”) to complete Phase 1 (the “Grant”). The Grant identifies that \$180,000 of the Grant funds shall be paid to MLT, as subawardee, for providing the Services (defined below);

WHEREAS, MLT represents that it is qualified and willing to perform the Services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows:

I. Services

MLT will provide the professional services necessary to complete Phase 1 as described on Pages A-2 and A-3 on Exhibit A, and other professional services generally related thereto, including but not limited to the professional services listed on the attached Exhibit B (collectively, the “Services”). MLT may provide statements of opinion on the parcels to be included in the Nomination Package, but the City retains sole discretion regarding which parcels will be included in the Nomination Package. The Nomination Package and the Management Plan shall be in MS Word document format and shall follow the City’s “Duluth Natural Areas Program Guidelines” dated 11-04-2002. MLT will participate in the overall management of Phase 1 by coordinating with the City’s interdepartmental project team and the Duluth Natural Areas Workgroup (a voluntary, interagency committee that has agreed to provide peer review and alignment with other natural resource plans and priorities for the Estuary) and participating in the City’s public review process of Phase 1. Exhibit B may be amended by mutual written agreement to ensure that the City and MLT are prioritizing the most essential tasks. The estimated budget for the Services is as follows:

<u>Budget Item</u>	<u>Amount Allocated</u>
Administration	\$ 9,000
Project Costs (staff, contract, prof services)	\$168,000
Supplies/Equipment	\$ 2,500
Travel	<u>\$ 500</u>
Total	\$180,000

II. Fees

In consideration of MLT’s provision of the Services, the City agrees to pay MLT up to a maximum total amount of \$180,000.00 during the Term (defined below), payable from Fund No. 205-130-1220-CM205-SLRNA-PHASE1 (Parks Fund, Community Resources, Parks Capital, Capital Maintenance Fund 205, St. Louis River Natural Area, Lake Superior Action and Management Plan). The types of expenses for which MLT will be eligible for payment include the following: salaries and benefits, supplies, equipment, equipment

rental, office and non-office materials, printing, postage, travel and contracted services. All bills for services rendered shall be submitted to the City's Director of Public Administration. All bills for services rendered shall be submitted no more frequently than monthly and shall be accompanied by such documentation as the City shall reasonably request. Upon receipt of each bill for services rendered and the required documentation, the City shall pay MLT for the Services, subject to the maximum amount set forth above and subject to the provisions of this Agreement.

III. General Terms and Conditions

1. Amendments

Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding upon the City and MLT only upon being reduced to writing and signed by a duly authorized representative of each party.

2. Assignment

MLT will utilize only its own personnel in the performance of the Services, however, MLT may hire contractors to work on the Project with the prior written consent of the City. Any contractor hired by MLT shall procure the proper insurance coverages as described in Section 8 below and provide proof of coverage to the City prior to conducting any work on the Project. MLT shall remain primarily responsible for all work performed by any contractor or subcontractor. MLT will neither assign or transfer any rights or obligations under this Agreement without prior written consent of the City.

3. Data and Confidentiality, Records and Inspection

a. To the extent permitted by law, the City agrees that it will make available all pertinent information, data and records under its control for MLT to use in the performance of this Agreement, or to assist MLT wherever possible to obtain such records, data and information.

b. All reports, data, information, documentation and material given to or prepared by MLT pursuant to this Agreement will be confidential and will not be released by MLT without prior authorization from the City.

c. MLT agrees that all work created by MLT or its contractors for the City is a "work made for hire" and that the City shall own all right, title, and interest in and to the work, including the entire copyright in the work ("City Property"). MLT further agrees that to the extent the work is not a "work made for hire" MLT and its contractors will assign to City ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. MLT agrees to execute or cause to have executed, at no cost to City, all documents necessary for City to perfect its ownership of the entire copyright in the work. MLT represents and warrants that the work created or prepared by MLT and its contractors will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously assigned, licensed or otherwise encumbered. MLT's contracts with its contractors shall contain a provision requiring contractor's compliance with the requirements above.

d. Records shall be maintained by MLT in accordance with requirements prescribed by the City and with respect to all matters covered by this

Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment by MLT under this Agreement.

- e. MLT will ensure that all costs for Services will be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- f. MLT shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- g. MLT shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement. MLT will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

4. MLT Representations and Warranties

MLT represents and warrants that:

- a. MLT and all personnel to be provided by it hereunder has sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
- b. MLT and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of the City and in accordance with the then current generally accepted standards of the profession for the provision of the Services.
- c. MLT has complied or will comply with all legal requirements applicable to it with respect to this Agreement and performance of the Services.
- d. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the MLT is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of MLT contrary to the terms of any instrument or agreement.
- e. There is no litigation pending, or to the best of MLT's knowledge threatened, against MLT affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of MLT to perform its obligations hereunder.
- f. MLT will not, without the prior written consent of the City, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.

5. Term and Termination

- a. Notwithstanding the date of execution, the term of this Agreement shall commence on October 1, 2017 and shall remain in effect until March 30, 2019, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first, unless terminated earlier as provided for herein (the "Term").
- b. Either party may, by giving thirty (30) days' written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by MLT under this Agreement shall become the property of the City, and MLT shall promptly deliver the same to the City. MLT shall be entitled to compensation for the Services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by MLT, the City shall retain all other remedies available to it, and the City shall be relieved from payment of any fees in respect of the Services which gave rise to such breach.

6. Independent Contractor

- a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting MLT as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The parties do not intend to create any third party beneficiary of this Agreement. MLT and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of MLT's employees while so engaged, and any and all claims whatsoever on behalf of MLT's employees arising out of employment shall in no way be the responsibility of the City. MLT's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from the City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay or P.E.R.A. Further, City shall in no way be responsible to defend, indemnify or save harmless MLT from liability or judgments arising out of MLT's intentional or negligent acts or omissions of MLT or its employees while performing the work specified by this Agreement.
- b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.
- c. MLT expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

7. Indemnity

To the extent allowed by law, MLT shall defend, indemnify and hold the City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys'

fees and expenses in connection with any claims resulting from: (a) MLT's breach of this Agreement; (b) MLT's negligence or misconduct or that of its employees, agents or contractors in performing the Services; (c) any claims arising in connection with MLT's employees or contractors; or (d) the use of any materials supplied by MLT to the City unless such material was modified by the City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

8. Insurance

MLT shall obtain and maintain for the Term the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota and approved by the City:

- a. Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit; and shall provide for the following: Liability for Premises, Operations, Completed Operations, and Contractual Liability. The City shall be named as an Additional Insured by endorsement under the Public Liability and Automobile Liability, or as an alternate, MLT may provide Owners-Contractors Protective policy, naming itself and the City. Upon execution of this Agreement, MLT shall provide Certificates of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included.
- b. Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional liability insurance is in the form of "claims made," insurance, 60 days' notice prior to any cancellation or modification shall be required; and in such event, MLT agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.
- c. MLT shall provide evidence of Statutory Minnesota Workers' Compensation Insurance.
- d. Certificates showing continued maintenance of all required insurance shall be on file with the City during the Term.
- e. The City does not represent or guarantee that these types or limits of coverage are adequate to protect MLT's interests and liabilities.
- f. All insurance policies and certificates of insurance shall be in a form acceptable to the City.

9. Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

City: City of Duluth
Attn: Director of Public Administration
411 W First Street, Room 402
Duluth, MN 55802

MLT: Minnesota Land Trust
Attn: Executive Director
2356 University Avenue West, Suite 240
St. Paul, MN 55114

10. Civil Rights Assurances

MLT, as part of the consideration under this Agreement, does covenant and agree that:

- a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- b. All activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

11. Laws, Rules and Regulations

MLT agrees to observe and comply with all applicable laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City.

12. Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota. Any dispute that may arise between the City and MLT arising out of this Agreement shall be adjudicated before a court located in St. Louis County, Minnesota and the parties irrevocably submit to the exclusive jurisdiction of the federal and state courts of the State of Minnesota located in St. Louis County with respect to any action or legal proceeding commenced by any party.

13. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of nature, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which

the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

14. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

15. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date of attestation shown below.

CITY OF DULUTH

MINNESOTA LAND TRUST

By:

By:

Mayor

Company Representative

Attest:

Its:

City Clerk

Title of Representative

Date Attested: _____

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

EXHIBIT A

City of Duluth

EPA-CEP-01 Synopsis

Project Synopsis Lower St. Louis River Estuary Natural Areas Acquisition and Conservation

The St. Louis River Estuary is the largest and most biologically productive wetland and aquatic habitat complex in western Lake Superior. Federal, State, local and tribal partners are committed to improve the long term health of the estuary via a coordinated, holistic, landscape scale approach to natural resource management. This project will protect important habitats identified through the Lake Superior Lakewide Action and Management Plan (LAMP). The City of Duluth seeks to maintain in good condition the coastal wetlands under its jurisdiction. The City will use its special land use designation, the Duluth Natural Areas Program, to protect and restore wetlands and other degraded habitats in western Lake Superior's St. Louis River Estuary. The St. Louis River Natural Area project (SLRNA) will protect and enable restoration of up to 1300 acres of coastal wetlands and associated habitats along the Minnesota shoreline of the Estuary. The purpose of this work is to provide permanent community access and recreational uses to the public unrestricted by environmental quality concerns.

City of Duluth St. Louis River Estuary Protection and Restoration Study and Public Review

A keystone project of this landscape approach is the St. Louis River Natural Area – a project of the City of Duluth, in partnership with the Minnesota Land Trust, to move toward the integrated public ownership, ecological restoration, conservation management, and permanent protection of up to 1300 acres of coastal wetlands and shoreline along nearly 10 miles of the St. Louis River Estuary. The project would use the City of Duluth's locally created Duluth Natural Areas Program statute that is designed to enable the City to restore, protect, and manage for conservation properties of special environmental significance.

The candidate parcels are currently in mixed ownership including:

- Approximately 500 acres of property owned by the City of Duluth;
- Approximately 500 acres of "at risk" tax forfeit parcels;
- Approximately 300 acres of privately held properties whose owners have consented to inclusion of their parcels in the study area and expressed their likely willingness to sell.

The vast majority of the candidate parcels have no formal protective designation and none of them are proactively managed in accordance with a formal conservation-focused plan. There is no evidence of significant contamination on the properties; however, a significant minority of the acreage is incurring progressive ecological damage from invasive plants, dumping, and illegal ATV use.

The inclusions of these parcels in a St. Louis River Natural Area would enable the City of Duluth to simultaneously accomplish several City goals:

1. Restore and protect environmentally sensitive estuary shoreline and wetlands;
2. Improve public access to the riverfront in an environmentally responsible manner, in part by concentrating use on the hardened rail bed that bisects and connects many of the candidate properties;

3. Stimulate environmentally responsible economic development on developable private properties in the vicinity; and
4. Improve the desirability of adjacent neighborhoods as places to live, work, play, and invest.

This project synopsis describes the actions, timeframe, and supporting budget required to successfully complete this land protection and resource revitalization effort.

Project Timeline

The City and MLT will pursue this project in three phases. The City and project partners are ready to initiate Phase 1 as soon as project funding is secured.

Phase One: Land Parcel Identification and St. Louis River DNAP Nomination. By March 30, 2018, the City and the Minnesota Land Trust will conduct a public study and review process with two primary deliverables:

1. Assessment and identification of parcels for designation in a protected St. Louis River Natural Area
2. Submission of the selected parcels for designation via a formal Duluth Natural Area Program nomination.

The land parcel assessment and identification process will be completed in early 2018. The multi-dimensional analysis will cover:

1. Natural resource inventories and evaluations;
2. Development suitability analysis using a GIS-based tool developed with the support of an EPA Urban Waters grant;
3. Property ownership analysis; and
4. Alignment of the Natural Area designation with other local, state, and federal policies, regulations, and plans,

The City intends to recruit a standing committee of local natural resource professionals to provide expert review and guidance for the project in addition the City's established public input process. This technical committee will also bring an important watershed context to the project. The assessment and identification process includes extensive public engagement to solicit and meaningfully incorporate public values in all decisions about which parcels will be included in the St. Louis River Natural Area.

Parcels identified by the City as high priority for industrial, or commercial redevelopment are unlikely to be included in the nominated Natural Area.

Once the parcels are identified, a DNAP nomination package will be prepared and submitted to the Planning Commission and City Council in by March 30, 2018. Commission and Council approval would provisionally create the St. Louis River Natural Area.

Once approved as a provisional nomination, project partners have 12 months to complete a general DNAP restoration and management plan and associated real estate transactions. During the 12-month period from April 1, 2018 to March 30, 2019, the City and the Minnesota Land Trust will:

1. Develop conceptual restoration plans for the properties guided by the Lower St. Louis River Habitat Plan and technical input from federal, state, tribal, and nonprofit partners prioritizing habitat types including Great Lakes coastal wetlands, riparian habitat for nesting and migratory birds, and pollinator habitat;
2. Develop guidelines determining how the properties may be utilized, improved, and managed;
3. Formally protect at least 400 acres of properties already owned by the City by designating them as part of the Duluth Natural Area Program and, in many cases, placing restrictions on the title; and
4. Develop property acquisition plans identifying which properties shall immediately be a part of the St. Louis River Natural Area and which shall be acquired and added to the Natural Area in Phase II of the project to begin in April of 2019.

In support of the St. Louis River Natural Area *Phase One: Land Parcel Identification and St. Louis River DNAP Nomination*, the EPA grant would fund extensive technical analysis, stakeholder consultation, and public engagement. This phase of the project will require professional services to complete:

1. Natural resource inventories and evaluations;
2. Development suitability analysis;
3. Property ownership analysis and title review;
4. Analysis of alignment between Natural Area designation and other local, state, and federal policies, regulations, and plans;
5. Selection of properties for inclusion in the Natural Area nomination;
6. Preparation of the nomination package;
7. GIS data analysis, correction, and mapping;
8. Development of conceptual restoration plans;
9. Development of guidelines for how properties may be utilized, improved, and managed;
10. Selection and implementation of protective actions for each parcel;
11. Development of property acquisition plans; and
12. Design, management, and facilitation of public outreach and engagement process.

The U.S. Fish and Wildlife Service and MDNR have already committed support and technical assistance for the assessment process.

The new St. Louis River Natural Area would become permanent with Planning Commission and City Council approval of the management plan.

Phase 2: Acquisition of Select Properties. If, as we expect, the St. Louis Natural Area is permanently created by the Planning Commission and the City Council, the City of Duluth will then implement the plan to acquire and formally protect included privately owned and tax forfeit parcels.

Nearly all of the private property in the Phase One study area is owned by three large corporations all of whom have consented to inclusion of their properties in the study area and expressed openness to transferring ownership to the City of Duluth. Some of these parcels are likely to be conveyed at no cost to the City of Duluth. Others will have to be purchased at market values which are generally quite modest for the specific properties in question.

Tax forfeit properties administered by St. Louis County will be acquired via two mechanisms in state statute:

1. Free conveyance of properties that have value for public access; and
2. Below-market sale for other ecologically valuable properties.

Sale of properties that include shoreline must be approved by the State legislature. St Louis County and the Minnesota DNR have expressed their general intent to support acquisition of tax forfeit properties for inclusion in a St. Louis River Natural Area.

As additional properties are acquired, the City will formally place binding protections including Natural Area designation often combined with title restrictions and rezoning.

Phase 3: Land Restoration and Management. Following designation and acquisition, the City of Duluth and the Minnesota Land Trust will work with federal, state, tribal, and nonprofit partners to fund and implement the restoration conceptual designs included in the St. Louis River Natural Area restoration and management plan.

Project Partner Roles

- The City of Duluth will engage a broad array of City services to designate and manage the St. Louis River Duluth Natural Area. Parks and Recreation Division has overall project oversight with primary assistance from Property and Facilities Management and the Planning Department. Administration, Communications, Business Development and the Mayor's Office will participate on a project team throughout the project to review and provide input into the DNAP designation, management plan, stakeholder input and public meetings. Parks will guide the DNAP nomination package, manage the public input process, keep the project on schedule and manage the Natural Area once established.
- The Minnesota Land Trust will provide professional services to lead the technical parts of the project including completing the nomination package, restoration conceptual designs, management plans, real estate acquisition plans or steps to complete the required real estate transactions, title reviews, legal descriptions, surveys, appraisals, GIS analysis and mapping, communications and media. MLT will work with federal, state, tribal, and nonprofit conservation partners to prioritize and plan restoration projects. The Land Trust may also sub-contract professional services as needed to meet the project schedule.

- Natural Resources Review Team; The Minnesota Department of Natural Resources and the U.S. Fish and Wildlife Service have agreed to provide technical assistance assessing parcels and planning for priority habitat (e.g., Great Lakes coastal wetlands) restoration and management. MDNR and USFWS review and input will also be valuable to ensure consistency and coordination with St. Louis River Area of Concern Remedial Action Plan (RAP), St. Louis River Restoration Initiative projects and the State’s long term natural resource management objectives for the St. Louis River. The City will also invite Fond du Lac Natural Resources, the 1854 Treaty Authority to participate in the review team.

LAMP Priorities

The St. Louis River Natural Area designation project strongly supports the LAMP Lakewide Objectives #3 and #4; Maintain embayments and inshore areas in good condition and Maintain coastal wetlands in good ecological condition.

In addition, the SLRNA advances 2015-2019 LAMP Work Plan Projects for maintaining High Quality Habitats through projects #3 and #6:

Project #3 is to “Promote and support local and regional implementation of A Biodiversity Conservation Strategy for Lake Superior (LSBP, 2015) and corresponding Regional Plans.” Specifically, the SLRNA implements the Biodiversity Conservation Strategy for Lake Superior by:

- Strategy
- 1: Restore and protect system of high quality habitats.
 - 1.1 Restore or protect wetlands
 - 1.3 Restore habitats degraded
 - 1.6 Use special land and water designations on public lands

Very importantly, the project area of the St. Louis River Natural Area includes four “Important Habitat Areas” specifically identified on the Lake Superior Binational Program Important Habitat in the Lake Superior Basin map. In the project area are found:

Habitat Area	Site name	Significance
MN-086d	Spirit Lake Point	Great Lakes marsh, migratory wildlife habitat
MN-086e	Mud Lake	Great Lakes marsh, migratory wildlife habitat
MN-086f	Fond du Lac	Great Lakes marsh, migratory wildlife habitat
MN-086j	St. Louis River Estuary	Great Lakes freshwater estuary, rare plant and animal habitat, colonial waterbird nesting habitat

Project #6 is to “Protect and enhance important coastal wetland habitats on priority state and tribal lands in western Lake Superior.” Of these, the St. Louis River estuary was specifically identified.

The purpose of the SLRNA and the City’s other conservation efforts are aligned with the following Great Lakes Water Quality Agreement (GLWQA) General Objectives:

- (ii) Allow for swimming and other recreational use, unrestricted by environmental quality concerns;

- (v) Support healthy and productive wetlands and other habitats to sustain resilient populations of native species;

Project Outcomes

This project is expected to result in:

1. Development and local government approval of plans to restore and permanently protect up to 1300 acres of Great Lakes coastal wetlands and associated riparian uplands spanning nearly 10 miles of shoreline habitat;
2. Placement of binding protections on approximately 500 acres of land already owned by the City; and
3. Approval to move forward with acquisition and protection of up to 800 additional acres.
4. Approval to move forward with restoration of prioritized portions of the St. Louis River Natural Area.

In total, these outcomes will go a long way toward ensuring that the estuary habitat that natural resource agencies have worked so long, and spent so much, to restore will forever be protected.

In addition to the conservation outcomes, the project will:

1. Improve public access to the riverfront in an environmentally responsible manner, in part by concentrating use on the hardened rail bed that bisects and connects many of the candidate properties;
2. Stimulate environmentally responsible economic development on developable private properties in the vicinity; and
3. Improve the desirability of adjacent neighborhoods as places to live, work, play, and invest.

Project Map

The map represents the largest possible extent of the potential St. Louis River Natural Area. In practice, the study and review process is likely to result in exclusion of portions of the study area from the St. Louis River Natural Area nomination. The large majority of the property to be assessed is owned by the city of Duluth or St. Louis County. Some privately owned properties have been included in the assessment area with the consent of the owners.

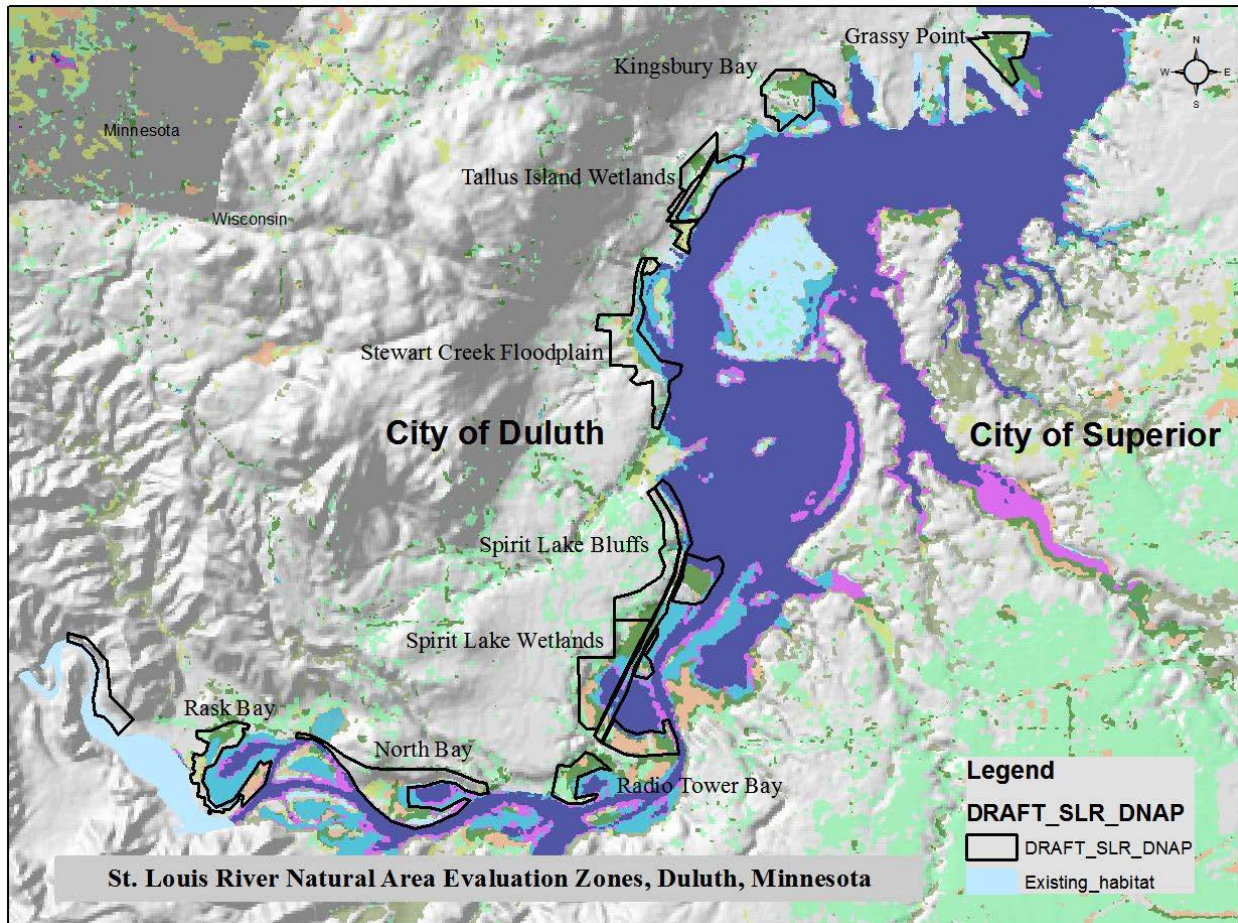


EXHIBIT B

Professional Services

Scope of Work

The Minnesota Land Trust (Land Trust) will assist the City of Duluth (City) prepare and submit a Duluth Natural Areas Program (DNAP) nomination to City Council for selected properties along the St. Louis River within the City limits.

This work is a sub-award of grant funds from the Great Lakes Restoration Initiative administered through the U.S. Environmental Protection Agency's Great Lakes National Program Office (grant number 00E02202). The City will be point of contact for USEPA grant administrator and project officer and is responsible for all administration, reporting and submissions to USEPA.

The Land Trust will determine in consultation with Parks the combination of staff time, service contracts and professional service agreements to provide to Parks the following project deliverables:

1. Project Quality Assurance Program Plan (QAPP); using USEPA format completed prior to any field work.
2. Parcel assessments; shall include desktop and field evaluation and mapping for natural resources (native plant communities, invasive species, Species of Greatest Conservation Need), development suitability¹ and title reviews of all parcels included in the map depicted on Exhibit A to determine subject parcel eligibility for inclusion² in the St. Louis River Natural Area.
3. Initial and final nomination package; MS Word document following City of Duluth "Duluth Natural Areas Program Guidelines" dated 11-04-2002. Including analysis of alignment between Natural Area designation and other local, state, and federal policies, regulations, and plans.
4. Draft and final management plan for nominated parcels; MS Word document following City of Duluth "Duluth Natural Areas Program Guidelines" dated 11-04-2002. Including conceptual restoration plans and an outline for how properties may be utilized, improved, and managed
5. Selected Parcel Acquisition Plan for Phase II
6. Maps and Figures for Public Outreach

¹ Utilizing DEDA's Development Suitability Analysis products developed by WSB Associates (2015).

² The Land Trust may provide statements of opinion. City retains sole discretion for inclusion of properties into the SLRNA nomination package.

In addition, Land Trust staff will participate in the overall management of the St. Louis River Natural Area nomination project by coordinating with:

- City interdepartmental project team
- Duluth Natural Areas Workgroup, a voluntary, interagency committee that has agreed to provide peer review and alignment with other natural resource plans and priorities for the St. Louis River Estuary. The Land Trust will create, convene, organize, and facilitate this group.
- City public review process

Schedule

A general schedule is provided below, adjustments to the schedule may be made from time to time upon mutual agreement of Parks and Land Trust.

General Schedule

Date	Task 1	Task 2	Task 3	Task 4	Task 5
1Oct17- 30Mar18	-QAPP	-Desktop NR -Contract Title	-Draft Package - Nomination	-Plan Outline	As needed
1Apr18- 30Sep18	-Field NR -Title reviews			-Drafts for review	As needed
1Oct18- 30Mar19			-Final submission	-Final submission	As needed

Budget

Budget Item	Allocated
Administration	\$9,000
Project Costs (staff, contract, prof services)	\$168,000
Supplies/Equipment	\$2,500
Travel	\$500
Total	\$180,000