



Lessard-Sams Outdoor Heritage Council  
The State of Minnesota

State Office Building, Room G95 100 Dr. Rev. Martin Luther King Jr. Blvd. Saint Paul, Minnesota 55155

November 22, 2013

Ms. Andre Prah, Budget Director  
Minnesota Department of Natural Resources  
Box 10, 500 Lafayette Road  
St. Paul, Minnesota 55155-4010

Dear Ms. Prah:

At the November 14, 2013 Council meeting members discussed three contract questions regarding Outdoor Heritage Fund pass through contracts. We request the OHF funded Contract Administration program under your management look into these questions and, as needed, amend the OHF contract template:

1. Define the venue and choice of law as that found in the standard state contract, Ramsey County and Minnesota Law. Ensure that every contract with grant recipients contains a surviving, governing law clause listing Ramsey County as venue and Minnesota as governing law.
2. Include an attorney fee-shifting clause in every OHF contract between DNR and recipients. In the event a dispute arises this will guarantee payment of legal and related fees, if any enforcement action is brought on behalf of the State.
3. Require the following to be done by the recipient under contract: Contemporaneous with closing, at which time money is transferred, write into every deed for fee acquisition, or include in every easement document transferring property rights, the statement called for in M.S. 2013, Chapter 97A.056, (c) 4 requiring the owner of the property to abide by the perpetual dedication to habitat purposes identified in the appropriation and accomplishment plan. The legal effect is stronger when the encumbrance is recorded during transfer on the closing documents.

Yours truly,

A handwritten signature in black ink, appearing to read "David Hartwell".

David Hartwell, Chair  
Lessard-Sams Outdoor Heritage Council

C: Members LSOHC  
Staff LSOHC