

PROFESSIONAL SERVICES CONTRACT

RE: 2025 Wright County, MN Watercraft Inspection Program

This Agreement is made by and between Wright Soil and Water Conversation District (hereinafter Wright SWCD) and Bishop AIS Services LLC., (hereinafter Contractor), both hereinafter collectively referred to as “the Parties”.

WHEREAS, Wright SWCD has been appointed as the delegated authority by the Minnesota Department of Natural Resources to oversee and administer the Wright County Aquatic Invasive Species Inspection Program;

WHEREAS, The Wright County Aquatic Invasive Species Inspection Program will include inspections at the lake access locations as well at the operation of a Decontamination Unit in the City of Annandale, Minnesota;

WHEREAS, Wright SWCD desires to have the Contractor perform the inspection service and provide the necessary employees to operate Wright County’s Aquatic Invasive Species Inspection Program;

NOW THEREFORE BE IT RESOLVED, and based upon mutual promises, covenants and obligations herein contained, the Parties hereby agree as follows:

AGREEMENT SPECIFICATIONS FOR AIS INSPECTIONS

- 1) The Agreement shall commence on April 1, 2025, and continue through December 31, 2025. The total amount of compensation to be paid to the Contractor by Wright SWCD is estimated to be 7400 hours of inspections (Level 1), 700 hours of decontamination (Level 2) and 200 hours of coaching. Over the term of the contract the Contractor will be paid an administrative fee in the amount of \$_____. Half of the administrative fee (50%) will be paid with the first invoice from the contractor, but no earlier than April 1, 2025. The remainder of the administrative fee will be paid in on the first invoice in July.
- 2) Entering and exiting survey data will be collected at the various lake public accesses for each incoming and out coming boat and access user. Inspection and decontamination data will also be collected at the courtesy decontamination site. The Contractor will use this data to review the workmanship of watercraft inspectors as it becomes publicly available from the Minnesota Department of Natural Resources (MFN DNR). In the event the SWCD identifies performance issues it will notify the contractor and the inspectors identified with performance issues will be provided additional coaching by the contractor. If two or more issue are identified by the SWCD with an inspector, and coaching has not satisfactorily resolved the issue, the SWCD may in its sole discretion revoke the inspector authority for the person identified with performance issues.
- 3) Wright SWCD will provide adequate number of electronic devices and identifying clothing for watercraft inspectors. The Contractor will replace any lost, stolen, or damaged electronic devices and accessories associated therewith.
- 4) **Public Access Inspections.** The Contractor will provide inspectors at public lake accesses throughout Wright County pursuant to the hours and times listed in Appendix A. The Public Access inspection program will begin May 2, 2025. The Public Access Inspection Program will terminate on September 28, 2025. The Contractor and Wright SWCD agree the hours, times and lakes listed in Appendix A may increase or decrease depending on funding from the Minnesota Department of Revenue and donations from Independent Lake Associations. It is understood by both parties that the hours listed in Appendix A are an estimate and not a guarantee. Additionally, the contractor may redirect, reschedule, and/or remove employees from a shift if adverse weather conditions (lightning, storms, etc.) and poor site conditions (non-functioning access ramps, etc.) arise.
- 5) **Decontamination Station:**
 - A. *Program Structure.* The Contractor will provide a level 2 inspector at the decontamination station located at 1300 Business Blvd, Annandale, MN 55302 with regular hours as listed in Appendix A
 - B. *Holidays.* The Decontamination station shall be closed on Memorial Day (May 26), Juneteenth (June 19), and July 4th (July 4th)

C. Wright SWCD General Obligations:

- i. Wright SWCD will provide a Landa ECOS Decontamination Unit- Mobile Wash and Reclaim System (hereinafter “Landa ECOS”).
- ii. Wright SWCD will work with Wright County to insure the Landa ECOS unit.
- iii. Wright SWCD will provide signage to help advertise the location of the Landa ECOS unit and Wright SWCD AIS Decontamination Program.
- iv. Wright SWCD will provide all necessary equipment and supplies for the operation of the Landa ECOS; which includes but not limited to: safety equipment, water, filter, and tools needed for minor repairs.
- v. Wright SWCD will help maintain the Landa ECOS unit and will pay the full cost of any needed repairs totaling \$100.00 or more, if repairs are needed and not due to operator error.
- vi. Wright SWCD will haul and store the Landa ECOS once the decontamination program has ended.

D. Contractor General Obligations

- i. The Landa ECOS shall only be operated by level two inspectors who are at least 18 years of age. The Contractor shall ensure that level two inspectors collect data from all incoming boats and water equipment users at the decontamination station and upload all information to the Minnesota Department of Natural Resources (MN DNR). The Contractor will use this data to review the workmanship of level two watercraft inspectors as it becomes publicly available from the MN DNR.
- ii. The Contractor and its employees shall only use the equipment in a careful and proper manner and will comply with all user manuals, laws, rules, ordinances, statutes, and training regarding the use, maintenance, and storage of the Landa ECOS unit.
- iii. The Contractor will ensure proper and secure storage and hauling equipment for the Landa ECOS unit.
- iv. The Contractor shall provide reliable and professional employees to run the Landa ECOS unit.

- v. The Contractor will maintain and keep the Landa ECOS unit clean and in good working order and repair during the partnership agreement. Repairs due to operator error will be covered by the Contractor.
 - vi. The Contractor will schedule employees in accordance with the program structure established by the Wright SWCD; however the contractor may redirect, reschedule, and/or remove employees from a shift if adverse weather conditions (lightning, storms, etc.) and poor site conditions arise.
 - vii. The Contractor and its employees shall not deface or disable any safety features or warnings on the Landa ECOS. The Landa ECOS shall not be operated unless all safety features are present and operable.
 - viii. The Contractor will fuel the unit with gasoline and kerosene. The contractor will purchase the fuels and submit copies of the receipts for reimbursement of actual cost.
 - ix. The Contractor will verify that all inspectors are on duty and working for all invoiced hours.
- 6)** Inspectors shall perform in accordance with the guidelines published by the Minnesota Department of Natural Resources for either a Level 1 or Level 2 inspector. Primary responsibilities include:
- a. Gather information about watercraft launched at various public accesses through interview questions and observation and submit summarized data via the MN DNR data collection software.
 - b. Provide information about Aquatic Invasive Species (“AIS”) to boaters.
 - c. Inspect watercraft and water related equipment for AIS.
- 7)** Additional duties of inspectors include:
- a. Answer basic questions on the operation of CD3 waterless cleaning stations
 - b. Maintain and record observations related to Wright SWCD’s bait compost bins
- 8)** Each monitor will attend at least the required training for watercraft inspectors provided by the Minnesota Department of Natural Resources or Contractor/Wright SWCD Delegated Representative and attend at least one mid-season follow up training from the contractor/Wright SWCD.
- 9)** Contractor will schedule shifts starting and ending at various times. Start times should begin as early as 5am, end times should be as late as 9pm. Contractor may extend these start/end times with approval from Wright SWCD. The Contractor will verify that all inspectors are on duty and working for all invoiced hours

10) Contractor will have a Corrective Action Plan (or equivalent) to improve unacceptable behavior or performance by inspectors or coach.

11) The Contractor shall act in all respects as an independent contractor under this Agreement and will be solely responsible for performance of services required hereunder as well as the means and manner of performance thereof. Nothing herein authorizes the Contractor to act as an agent or representative of the Wright SWCD or Wright County for any purpose.

12) Invoices.

- A. Billing by the Contractor to Wright SWCD for monitoring shall be at the rate of \$ [redacted] per hour for every Level 1 inspector. \$ [redacted] per hour for every Inspector coach. The Contractor will be paid \$ [redacted] per hour for every Level 2 inspector. Level 2 inspector hours can only be billed for time while the inspector is working with a decontamination unit. Level 2 inspector hours cannot be doubled (i.e. if two inspectors with Level 2 authorization are assigned to a location with a decontamination unit only one of the inspectors can be invoiced at the Level 2 rate, the other inspector shall be invoiced at the level 1 rate.) The Contractor's billing rate shall include the following: 1) employee's direct rate of pay, 2) worker's compensation insurance, 3) mandatory state and federal taxes, 4) unemployment insurance, 5) applicable skill testing, 6) employee benefits, and 7) documentation and record keeping (Application, W-4, W-2, and Form I-9). Wright SWCD shall pay the Contractor monthly for services provided hereunder after approval of invoice by the Wright SWCD Board of Supervisors The current schedule of board meetings is May 12, June 9, July 14, August 11, September 8, October 13. and November 10(these are subject to change). Holidays (Memorial Day May 29, July 4, Juneteeth June 19 and Labor Day September 4) may be billed at time and a half.
- B. The Contractor shall provide the Wright SWCD with bi-monthly invoices indicating the number of hours worked at each location listed in Appendix A. Included with the invoice shall be proof of hours worked, broken down by date and ramp. Priority Hours shall be as follows: Sunday 5am-9pm, Monday 12pm-9pm, Tuesday 4pm-9pm, Wednesday 4pm-9pm, Thursday 4pm-9pm, Friday 9am-9pm, Saturday 5am-9pm. In addition 5am-9pm on Holidays are also priority hours.
- C. The Contractor shall supply inspectors with Earned Sick and Safe Time (ESST) in accordance with Minnesota Statute, including in the event of severe weather. The Contractor shall bill Wright SWCD for used ESST hours at the rate of the missed shift as a separate line item on each invoice. The Contractor shall be responsible for all data tracking requirements related to sick and safe time. The Wright SWCD will reimburse the Contractor for ESST hours that are used by inspectors of the Contractor while performing duties under this contract. ESST hours that are used by inspectors will be paid at the same rate and in the same manner as inspector hours

stated herein. The Wright SWCD will not reimburse the Contractor in the event the Contractor elects to payout unused ESST hours.

D. In addition to invoices the Contractor shall provide a report including but not limited to the following information: upcoming schedule, changes to previous schedule, inspection coach reports, changes to staffing, any incidents of note, etc.

13) Amendments. Any amendment to this Agreement must be in writing and executed by both the Contractor and Wright SWCD.

14) Authorized Representatives. Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses:

To Contractor:	To Wright SWCD
	Luke Johnson
	Wright SWCD
	311 Brighton Avenue, Suite C
	Buffalo, MN 55313

15) Termination. This Agreement may be terminated with or without cause, by either party upon thirty (30) days written notice. Notice of termination shall be made by certified mail or personal delivery to the Authorized Representative of the party. Notice of termination is deemed effectively given upon delivery under the terms of this paragraph.

Contractor Indemnification. Wright SWCD shall indemnify and hold harmless the contractor and its representatives, agents, and employees from all claims, damages, losses, and expenses arising out of the activities of the other party in performance of, or in connection with, this Agreement.

16) Indemnification. The Contractor has agreed to indemnify and hold harmless the County of Wright and the Wright Soil and Water Conservation District and their officers, officials, agents, volunteers and employees from any liability, claims, losses, damages, costs, judgments, or expenses, including reasonable attorneys' and other professional fees, resulting directly or indirectly from any negligent, tortious or illegal act or omission, including without limitation, professional errors or omissions by the Contractor (including its officers, employees, agents and subcontractors) arising from the performance of its services pursuant to this Agreement, and against all loss by reason of the failure of the Contractor, its agents, employees or subcontractors fully to perform all obligations under this Agreement. For clarification and not by way of limitation, this obligation to indemnify and hold harmless shall apply to all materials prepared or furnished pursuant to this Agreement, including, without limitation, claims resulting from any alleged infringement of copyright or any property right of another, and the unlawful disclosure or use of protected data or other noncompliance with the

Records and Information provisions set forth herein. The terms and provisions of this Section shall survive the expiration, suspension or termination of this Agreement.

17) Data Practices. The Contractor agrees to comply with the Minnesota Government Data Practices Act (the “Act”) and all other applicable state and federal laws relating to government data. The requirements of Minnesota Statutes, Section 13.05, subdivision 11, apply to companies or individuals who perform a government function. The Contractor and any of Contractor’s sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalty for non-compliance as though they were a governmental entity. The Contractor will immediately report to the SWCD any requests from third parties for information relating to this Contract. The SWCD agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the County of Wright and the SWCD and their officers, and employees harmless from any claims resulting from the Contractor’s unlawful disclosure or use of data protected under state and federal laws, regardless of the limits of insurance coverage.

18) Compliance with the law. (i.) The Contractor agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101-12213) (ADA), the Minnesota Human Rights Act (Minn. Stat. Ch. 363A) and Title VII of the Civil Rights Act of 1964 (42 U.S.C. Section 2000e).

(ii). The Contractor will comply with the provisions of Minnesota Statutes §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

These laws deal with discrimination based on race, gender, disability, religion and with sexual harassment. In the event the Contractor has questions concerning these requirements, it should request necessary clarifications from the County. Violation of any of the above laws can lead to termination of this Contract and the immediate declaration of a default on the terms of the letter of credit or surety.

- 19) Contractor Insurance.** Contractor shall comply with the insurance requirements set forth in **Appendix B**, attached to this Agreement and incorporated herein by reference and shall list the County of Wright and the Wright Soil and Water Districts as an additional insured on all insurance policies required herein.
- 20) Records.** All data collected, created, received, maintained, or disseminated by the Contractor because of this Agreement is governed by the Minnesota Statutes Chapter 13, the Minnesota Government Data Practices Act. Pursuant to Minn. Stat. § 16C.05, Subd. 5, the Contractor agrees to provide Wright SWCD, Wright County, the Minnesota Department of Natural Resources, the Minnesota State Auditor, or any authorized representatives of either, access to and the right to examine, audit, excerpt and transcribe any books, documents or other records pertinent to this project and agreement. The Contractor further agrees to maintain these records for a period of six years from the completion of this project.
- 21) Merger/ Modification.** This Agreement represents the full and complete understanding of the Parties and supersedes any prior agreements or understandings, whether oral or written. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by the Parties.
- 22) Assignment of Contract.** The Contractor cannot assign the obligations of the Contractor under this Agreement without the specific written permission of the Wright SWCD.
- 23) Mediation Clause.** If a dispute arises out of or relates to this contract, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation within 30 days before resorting to litigation or some other dispute resolution procedure.
- 24) Representation on Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

25) Limited Approval. Approval of this Agreement by the Wright SWCD in no way constitutes approval of anything other than that which is explicitly specified in this Agreement.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

Contractor

Wright SWCD

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT

Appendix A

2025 Wright SWCD Tiered Access Program Structure

Start Date: 5/2/2025

End Date: 9/28/2025

Holiday Hours Allowed: 300

Access Program Ideal Hours:

Access	Priority	Non-Priority	Total
Bass	150	80	230
Beebe	200	100	300
Buffalo	200	100	300
Cedar	1000	535	1535
Mary (Howard Lake)	230	120	350
Maple	250	150	400
Pleasant	470	240	710
Sugar	750	390	1140
Sylvia	1100	700	1800
Waverly	250	150	400
Other	480	0	480
Total	5080	2565	7645

Other Access include:

Ann, Bass, Birch, Brooks, Camp, Charlotte, Cokato, Constance, Crawford, Dean, Deer, Dutch, Eagle, Fish, Fountain, French, Granite, Ida, Indian, John, Limestone, Locke, Mink, Moose, Martha, May (Ney Park), Nixon, Ramsey, Rock, Sullivan, Union

APPENDIX B

INSURANCE REQUIREMENTS

The successful Contractor shall procure and maintain for the duration of the contract, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance: Coverage shall be at least as broad as follows:
 - a. Insurance Services Office (ISO) Commercial General Liability coverage (occurrence form CG 00 01 or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - b. Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute for providing equivalent liability coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
 - c. Workers' Compensation as required by the State of Minnesota, and Employer's Liability insurance. If the Consultant's employment is an excluded employment under Minn. Stat. § 176.041 and the Consultant elects not to purchase workers' compensation coverage, the Consultant shall provide the Partnership with a written waiver of workers' compensation coverage in a form acceptable to the Partnership. The Consultant agrees that under no circumstances shall the Partnership be responsible for workers' compensation for injuries suffered in connection with this Agreement.
2. Minimum Limits of Insurance: Contractor shall maintain **NO LESS THAN** the following limits of insurance:
 - a. Commercial General Liability Insurance, and if necessary, Commercial Umbrella Liability:
 - \$2,000,000 each occurrence
 - \$2,000,000 annual aggregate
 - b. Business Automobile Liability and if necessary, Commercial Umbrella Liability:
 - \$1,500,000 each accident for bodily injury and property damage
 - c. Employers Liability/Workers Compensation:

- as required by the State of Minnesota
- d. Professional/Technical Liability or Errors and Omissions:
 - \$2,000,000 per claim
 - \$2,000,000 annual aggregate
- e. Environmental Insurance:
 - \$2,000,000 per claim
 - \$2,000,000 annual aggregate
- 3. Deductibles and Self-Insurance: Any deductibles or self-insurance retention must be declared to and approved by the County of Wright and the Wright Soil and Water Conservation District.
- 4. Additional Insurance Conditions:
 - a. Contractor's insurance shall apply as primary insurance with respect to any other insurance or self-insurance program maintained by the County of Wright and the Wright Soil and Water Conservation District. The County of Wright and the Wright Soil and Water Conservation District's insurance or self-insurance program shall be excess of Contractor's insurance and shall not contribute to it. Contractor's coverage shall contain no special limitations on the scope of protection afforded to the County of Wright and the Wright Soil and Water Conservation District and their agents, officers, directors, and employees. This section 4(a) shall not apply to Contractor's workers' compensation coverage.
 - b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County of Wright and the Wright Soil and Water Conservation District or its officers, officials, employees or volunteers.
 - c. Each insurance policy required by this clause shall not be cancelled, materially changed or not renewed without thirty day notice thereof to the County of Wright and the Wright Soil and Water Conservation District.
 - d. The Contractor shall either include all subcontractors as insured under its policies or furnish separate certificates and endorsements for each subcontractor where applicable. All coverage for subcontractors shall be subject to all of the requirements stated herein.
 - e. Each insurance policy shall include an endorsement or policy provision that waives any claim or right in the nature of subrogation to recover against the County of Wright and the Wright Soil and Water Conservation District and their agents, officers, directors, and employees.

- f. Contractor must obtain insurance policies from insurance companied having an “AM BEST” rating of A:VII or better and authorized to do business in the State of Minnesota.

5. Verification of Coverage:

Contractor shall provide the County of Wright and the Wright Soil and Water Conservation District with certificates of insurance and original endorsements showing that the Contractor has each type of insurance coverage and limits required under this contract. All certificates and endorsements are to be received and approved by the County of Wright and the Wright Soil and Water Conservation District before work commences.

DRAFT