

MINOR SERVICES AGREEMENT

THIS MINOR SERVICES AGREEMENT (“**Agreement**”) is made and entered into by and between the Vadnais Lake Area Water Management Organization (“**VLAWMO**”), a Minnesota joint powers organization, and Carp Solutions LLC (“**Contractor**”). The VLAWMO and the Contractor may hereinafter be referred to individually as a “party” or collectively as the “parties.” In consideration of the mutual promises and agreements contained herein, and intending to be legally bound, the VLAWMO and the Contractor hereby agree as follows:

1. **Services.** The Contractor shall perform the services as described in the attached Exhibit A and in accordance with the Contractor’s proposal attached as Exhibit B (collectively, the “**Services**”). The Contractor shall provide the Services in a manner consistent with industry standards for similar services and in accordance with the standards, requirements, and timelines set out in Exhibit A and Exhibit B, and below. If there is a material conflict between any of the provisions in the documents that constitute this Agreement, provisions in the following rank order shall take precedence: (1) Exhibit A; (2) this Minor Services Agreement document; and (3) Exhibit B. The Contractor shall not assign any portion of this Agreement or subcontract any of the Services without prior written agreement of the VLAWMO.
2. **Compensation.** The VLAWMO shall compensate the Contractor for the Services as provided in Exhibit B and as may be more specifically defined in Exhibit A. Unless expressly provided otherwise in Exhibit B, the total amount or rate of compensation is an all-inclusive amount that includes all labor, materials, expenses, fees, costs, taxes, and other amounts the Contractor incurs or pays to provide the Services. The VLAWMO shall not be responsible for paying any additional amounts than those expressly provided for in Exhibit B, and as may be modified or further detailed in Exhibit A, for the completion of the Services.
3. **Payment.** Contractor shall submit invoices no more frequently than once a month for the Services, which shall provide a detailed description of the Services provided. All invoices are subject to verification by the VLAWMO. The VLAWMO shall make payment on invoices within 30 days of receipt, provided they contain sufficient detail to be verified and processed.
4. **Term and Termination.** This Agreement shall be effective as of the date of the last party to execute it and it shall continue in effect until the Services are completed, but in no case later than December 31st, 2023. This Agreement may be terminated by either party at any time, and for any reason, on 30 days’ written notice of termination provided to the other party. The VLAWMO shall only be responsible for paying for Services satisfactorily completed prior to termination as well as any non-cancelable fees (e.g., rental or purchase of equipment or supplies).
5. **Amendments.** This Agreement, together with the attached exhibits and any attachments thereto, constitutes the entire agreement between the parties and no modifications of its terms shall be valid unless reduced to writing and signed by both parties.
6. **Independent Contractor.** The Contractor is providing the Services as an independent contractor, not an employee of the VLAWMO. Contractor shall acquire no rights to tenure, workers’ compensation benefits, unemployment compensation benefits, medical and life benefits, sick and

vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the VLAWMO. The Contractor shall have no authority to enter into any contracts, create any obligations, or make any warranties or representations on behalf of the VLAWMO.

7. **Indemnification.** Each party shall be responsible for any personal injury or property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof in connection with the performance of this Agreement. Nothing contained herein shall be deemed an express or implied waiver of the immunities of the Contractor. The liability of the Contractor is as established by Minn. Stat. §3.736 and is subject to the limitations therein.
8. **Insurance.** The Contractor shall, during the entire term of this Agreement, maintain workers' compensation insurance (unless exempt under law) and commercial general liability insurance with coverage limits of at least \$500,000 per occurrence. The coverage limit may be obtained using excel or umbrella coverages.
9. **Data Practices and Records.** The Contractor shall manage all data created, collected, received, stored, used, maintained, or disseminated by the Contractor pursuant to this Agreement in accordance with, and subject to the requirements of, the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("Act"). The Contractor shall immediately notify the VLAWMO if it receives a request for data related to the Services and shall work with the VLAWMO to respond to the request in accordance with the Act. All records, information, materials and other work product, in written, electronic, or any other form, developed in connection with providing Services under this Agreement shall be the exclusive property of the VLAWMO.
10. **Compliance with Laws.** The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances in performance of Contractor's duties hereunder, such laws including but not limited to those relating to non-discrimination in hiring or labor practices. The Contractor shall be responsible for obtaining all permits that may be required to provide the Services at its own cost, unless expressly provided otherwise in Exhibit A.
11. **Liability.** Each party is responsible for its own acts and the results thereof to the extent authorized by law and a party is not responsible for the acts of the other party or the results thereof. Nothing in this Agreement shall constitute a waiver by the VLAWMO of any limits on or exclusions from liability available to it under Minnesota Statutes, chapter 466 or other law. Liability of the Contractor is subject to the terms and limitations of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736.
12. **Audit.** Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures of Contractor relevant to the Work are subject to examination by Owner and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years.
13. **Prompt Payment of Subcontractors.** To the extent the use of subcontractors is authorized under this Agreement, the Contractor shall comply with the prompt payment to subcontractor requirements of Minnesota Statutes, section 471.425, subdivision 4a.

14. **Applicable Law.** The law of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in and under those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence, or incorporation of Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date of the last party to execute it.

CONTRACTOR

By: *Randy Gyi*
Its: *Owner*
Date: *11/17/22*

VLAWMO

By: _____
Its: _____
Date: _____

EXHIBIT A
Special Provisions and Standards

1. **Special Provisions**. The following special provisions, if any, shall control over any materially different provisions in the text of the Agreement or the proposal in Exhibit B.

2. **Standards**. The Services provided by the Contractor under this Agreement shall be in accordance with the following as described in Exhibit B.

EXHIBIT B
Contractor's Proposal

Begins on the next page. The Contractor's Proposal includes a quote for 2023 work focused on upstream areas of Pleasant/Deep Lakes and is a continuation of previous carp assessment and a removal effort in 2022.



Proposal for carp removal during spring migration upstream of Pleasant/Deep Lake

November 8, 2023

Prepared For: Dawn Tanner

VLAWMO

Prepared by:

Carp Solutions LLC

www.carpsolutionsmn.com

After a successful season of removal of common carp migrating from Pleasant Lake, though Deep Lake and then towards Wilkinson Lake. We propose the continuation of this effort in 2023.

Specifically, we propose:

1. As the barrier is already installed at the Deep Lake channel, it will be reinforced in the spring if damages occurred over winter. We will also potentially install a secondary barrier downstream of the carp harvest area again. This would allow for a more condensed area for carp removal.
2. Because removal with a backpack electrofisher took longer than anticipated due to the large size of the carp, we propose the use of a custom small but strong box net just below the barrier to capture the carp so that they can be lifted into boats. A backpack electrofishing unit would be used as a backup method.
3. Installation of a PIT antenna and camera with online access below the physical barrier to inform us about the timing of carp migrations so that we can mobilize quickly to remove them; early April through early June (2 months).
4. Removal of carp from the stream using a custom box net and possibly a backpack electrofisher, transporting them using a boat towards Deep Lake boat access where they will be loaded on trucks. Carp removal is likely to occur in late April through late May. Carp disposal is included.
5. At the conclusion, we will provide a report summarizing the observed spring carp migration (how many carp detected by the antenna and when), and the number of carp captured and removed. Each harvested carp will be scanned for PIT tags to estimate removal efficacy, which will be also included in the report. The report will be provided by January 31, 2024 but preliminary results can be communicated as needed.

Cost

This work will be conducted at a not-to-exceed budget of \$31,300. Detailed budget is presented below.

Removal in the stream spring 2023				
	People	Hours	Rate	\$
Site prep				
Upper PVC barrier, lower PVC barrier, lift net install	4	10	95	3800
Install PIT antenna + camera	2	4	95	760
PIT antenna fee incl data access, monitoring and analysis (\$2,000/month)		2	2000	4000
Carp removal and disposal				
	6	32	95	18240
Custom lift net to catch carp below barrier and crane onto boats				3000
Coordination and Misc (additional trailer/equipment rental)				1000
Report				500
Total				31300