



44 Lake St. South, Suite A, Forest Lake, MN 55025

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## Comfort Lake-Forest Lake Watershed District Request for Proposals: Public Relations & Communications Services

Comfort Lake-Forest Lake Watershed District (CLFLWD) is requesting interested and qualified firms to submit interest proposals for provision of public relations and communications services for the District for 2022.

### Background

CLFLWD is a special purpose unit of local government in charge of managing water resources within its designated drainage boundaries. Watershed districts work to protect and improve water quality in lakes, rivers, wetlands, and streams within their jurisdiction, and to protect residents and property against flooding. CLFLWD is governed by a five-member board of managers that guides CLFLWD in the implementation of its Watershed Management Plan adopted in 2021. The work of CLFLWD is currently carried out by 11 staff members.

CLFLWD covers 49 square miles and includes portions of the cities of Forest Lake, Wyoming, Scandia, Chisago City, and townships of Chisago Lakes and Franconia. It is located partially within northern Washington County and southern Chisago County. CLFLWD drains to the Sunrise River, which ultimately drains to the St. Croix River. Major CLFLWD lakes include Forest Lake, Bone Lake, Comfort Lake, Little Comfort Lake, Shields Lake, Moody Lake, Birch Lake, School Lake, and Lake Keewahtin.

Additional information about CLFLWD is available at [www.clflwd.org](http://www.clflwd.org).

### The Project

The mission of the CLFLWD is to protect and improve its water resources through adaptive management approaches and education of local stakeholders. The District has historically addressed the “education of local stakeholders” portion of the mission through the implementation of its Education and Outreach Program as outlined in its 10-Year Watershed Management Plan. While the Education and Outreach Program addresses the need for educating District residents and local governments to build their knowledge and understanding of local water resources, the program does not adequately address the Districts need for building mutually beneficial relationships between the District, other organizations, and the public; nor does it address the need for development of narrative communications that promote the mission and accomplishments of the District in a way that builds a positive public image and reputation.

The District is seeking the services of a qualified, professional public relations or communications firm to aid in the development and implementation of a Public Relations and Communication Plan to replace its [2015 Communications Plan](#).

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#### Board of Managers

Stephen Schmaltz—President    Christopher Loth—Vice President  
Jackie Anderson—Treasurer    Douglas Toavs—Assistant Treasurer    Dave Bakke—Secretary

**Review Process**

CLFLWD will review all submittals and determine which firm(s) are qualified. Up to three firms deemed most qualified may be invited for an interview. Interviews are planned for March 2022. The final selection will be based on qualifications, approach, and the interview. The CLFLWD Board of Managers is expected to select the firm on or about March 24, 2022. Once a firm is selected, a scope of work, budget and schedule will be negotiated and incorporated into an agreement to be approved by the Board of Managers.

**Service Agreement**

A template service agreement has been provided for review. The District asks all interested firms to review this template and communicate any areas in which they would need negotiation.

**Questions and Point of Contact**

Questions regarding this RFP must be submitted by February 25, 2022, to Jessica Lindemyer at [jessica.lindemyer@clflwd.org](mailto:jessica.lindemyer@clflwd.org). Responses will be provided to all firms receiving this RFP by March 4, 2022.

**Submittal**

Electronic (PDF) copies of proposals must be submitted by **March 15, 2022** to Mike Kinney, District Administrator, [Michael.Kinney@clflwd.org](mailto:Michael.Kinney@clflwd.org) and Jessica Lindemyer, Operations & Outreach Specialist, [Jessica.Lindemyer@clflwd.org](mailto:Jessica.Lindemyer@clflwd.org). All proposals will be handled in accordance with the Data Practices Act 13.591.

**SERVICES AGREEMENT BETWEEN  
COMFORT LAKE-FOREST LAKE WATERSHED DISTRICT and  
[CONSULTANT]**

This Agreement is entered into between the Comfort Lake-Forest Lake Watershed District, a public body with powers set forth at Minnesota Statutes chapters 103B and 103D (CLFLWD), and [CONSULTANT], a private Minnesota corporation (“CONSULTANT”). In consideration of the mutual terms and conditions set forth herein, including the obligations of mutual consideration, the sufficiency of which is hereby acknowledged, CLFLWD and CONSULTANT agree as follows:

1. Services

CONSULTANT will perform the tasks described in the [DATE] Proposal attached and incorporated as Exhibit A hereto (hereinafter, “the Services”). The CLFLWD, at its discretion, in writing may suspend work immediately or amend the Services to delete any task or portion thereof. Authorized work by CONSULTANT on a task deleted or modified by the CLFLWD will be compensated in accordance with sections 5 and 6.

2. Independent Contractor

CONSULTANT is an independent contractor under this Agreement. CONSULTANT will select the means, method and manner of performing the Services. Nothing herein contained is intended or should be construed to constitute CONSULTANT as the agent, representative or employee of the CLFLWD in any manner. Personnel performing the Services on behalf of CONSULTANT or a subcontractor will not be considered employees of the CLFLWD and are not entitled to any compensation, rights or benefits of any kind from the CLFLWD.

3. Subcontract and Assignment

CONSULTANT will not assign, subcontract or transfer any obligation or interest in this Agreement or any of the Services without the written consent of the CLFLWD. Written consent to any subcontracting will not relieve CONSULTANT from its responsibility to perform the Services or any part thereof, nor in any respect its duty of care, insurance, indemnification, duty to defend or agreement to hold harmless with respect to the Services. CONSULTANT will incorporate this Agreement in any assignment, subcontract or transfer agreement.

4. Duty of Care and Indemnification

CONSULTANT will perform the Services in accordance with due care. CONSULTANT will indemnify, defend and hold harmless the CLFLWD, its board members and employees from any and all actions, costs, damages and liabilities of any nature to the degree they are the result of CONSULTANT's negligence or other action or inaction by CONSULTANT that is the basis for CONSULTANT's liability in law or equity.

5. Compensation

The CLFLWD will compensate CONSULTANT for the Services in accordance with the cost table in Exhibit A. Invoices are to be submitted no more frequently than monthly for tasks completed or hourly work performed during the preceding month. Payment for undisputed work is due within 30 days of receipt of invoice. Direct costs will not be compensated except as provided in Exhibit A or approved in advance, in writing, by the CLFLWD Administrator.

The total payment for the Services as specifically described in Exhibit A will not exceed \$[COST].

CONSULTANT will maintain all records pertaining to the Services for six years from the date of completion of the Services. CONSULTANT agrees that any authorized representative of the CLFLWD or the State Auditor may examine, audit, and copy any such records during normal business hours.

6. Term and Termination

This Agreement is effective when fully executed by the parties and remains in force until [DATE] unless earlier terminated as set forth herein.

The CLFLWD may terminate this Agreement at its convenience, by a written termination notice stating specifically what prior authorized or additional services CONSULTANT is to complete. CONSULTANT will receive full compensation for all authorized work performed, except that CONSULTANT will not be compensated for any part performance of a specified task if termination is due to CONSULTANT's breach of this Agreement. Upon termination, the CONSULTANT will turn over all working and archived files to the DISTRICT, and agrees to cooperate with the DISTRICT in any transition.

7. Waiver

The failure of either party to insist on the strict performance by the other party of any provision or obligation under this Agreement, or to exercise any option, remedy or right herein, does not waive or relinquish the party's rights in the future to insist on strict performance of any provision, condition or obligation, all of which will remain in full force and affect. The waiver of either party on one or more occasion of any provision or obligation of this Agreement will not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or approval by either party to or of any act by the other requiring consent or approval will not render unnecessary the party's consent or approval to any subsequent similar act by the other.

Notwithstanding any other term of this Agreement, the CLFLWD waives no immunities in tort. This Agreement creates no rights in and waives no immunities, defenses or limitations on liability with respect to any third party.

8. Insurance

At all times during the term of this Agreement, CONSULTANT will have and keep in force the following insurance coverages:

- A. General liability: \$1.5 million each occurrence and aggregate, on an occurrence basis, covering ongoing operations.

- B. Automobile liability: combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles, \$1.5 million, on an occurrence basis.
- C. Workers' compensation: in accordance with legal requirements applicable to CONSULTANT.

CONSULTANT will not commence work until it has filed with the CLFLWD a certificate of insurance clearly evidencing the required coverages and naming the CLFLWD as an additional insured with primary coverage for general liability on a non-contributory basis, as well as a copy of the additional insured endorsement. The certificate will name the CLFLWD as a holder and will state that the CLFLWD will receive written notice before cancellation, nonrenewal or a change in policy limits under the same terms as CONSULTANT.

9. Compliance with Laws

CONSULTANT will comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Services, and will procure all licenses, permits and other rights necessary to perform the Services.

In performing the Services, CONSULTANT will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

10. Materials

All materials obtained or generated by CONSULTANT in performing the Services, including documents in hard and electronic copy, software, and all other forms in which the materials are contained, documented or memorialized, are the property of the CLFLWD. CONSULTANT hereby assigns and transfers to the CLFLWD all right, title and interest in: (a) its copyright, if any, in the materials; any registrations and copyright applications relating to the materials; and any copyright renewals and extensions; (b) all works based on, derived from or incorporating the materials; and (c) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and all causes of action in law or equity for past, present or future infringement based on the copyrights. CONSULTANT agrees to execute all papers and to perform such other proper acts as the CLFLWD may deem necessary to secure for the CLFLWD or its assignee the rights herein assigned.

The CLFLWD may immediately inspect, copy or take possession of any materials on written request to CONSULTANT. On termination of the agreement, CONSULTANT may maintain a copy of some or all of the materials except for any materials designated by the CLFLWD as confidential or non-public under applicable law, a copy of which may be maintained by CONSULTANT only pursuant to written agreement with the CLFLWD specifying terms.

11. Data Practices

If CONSULTANT receives a request for data pursuant to the Data Practices Act, Minnesota Statutes chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) CONSULTANT possesses or has

created as a result of this agreement, it will inform the CLFLWD immediately and transmit a copy of the request. If the request is addressed to the CLFLWD, CONSULTANT will not provide any information or documents, but will direct the inquiry to the CLFLWD. If the request is addressed to CONSULTANT, CONSULTANT will be responsible to determine whether it is legally required to respond to the request and otherwise what its legal obligations are, but will notify and consult with the CLFLWD and its legal counsel before replying. Nothing in the preceding sentence supersedes CONSULTANT's obligations under this agreement with respect to protection of CLFLWD data, property rights in data or confidentiality. Nothing in this section constitutes a determination that CONSULTANT is performing a governmental function within the meaning of Minnesota Statutes section 13.05, subdivision 11, or otherwise expands the applicability of the DPA beyond its scope under governing law.

12. Confidentiality

CONSULTANT agrees that it will not disclose and will hold in confidence any and all proprietary materials owned or possessed by CLFLWD and so denominated by CLFLWD. CONSULTANT will not use any such materials for any purpose other than performance of the Services without CLFLWD written consent. This restriction does not apply to materials already possessed by CONSULTANT or that CONSULTANT received on a non-confidential basis from CLFLWD or another party. Consistent with the terms of this section regarding use and protection of confidential and proprietary information, CONSULTANT retains a nonexclusive license to retain the materials.

13. Continuation of Obligation

It is understood and agreed that insurance and surety obligations; duties of care and obligations to defend, indemnify and hold harmless; duties to cooperate in assigning intellectual property rights; and document retention requirements will survive completion of the Services and the term of this Agreement.

14. Notices

Any written communication required under this Agreement to be provided in writing will be directed to the other party as follows:

To CLFLWD:

Administrator  
Comfort Lake-Forest Lake Watershed District  
44 Lake Street South, Suite A  
Forest Lake, MN 55025

To CONSULTANT:

[CONTACT]

Either of the parties may in writing designate another individual to receive communications under this Agreement.

15. Choice of Law, Venue

This Agreement will be construed under and governed by the laws of the State of Minnesota. The parties will not dispute venue for any action under this Agreement in Washington and Chisago Counties and will not assert venue elsewhere.

16. Whole Agreement

The entire agreement between the two parties is contained herein and this Agreement supersedes all oral agreements and negotiations relating to the subject matter hereof. Any modification of this Agreement is valid only when reduced to writing as an amendment to the Agreement and signed by the parties hereto. The CLFLWD may amend this Agreement only by action of the Board of Managers acting as a body.

**IN WITNESS WHEREOF**, intending to be legally bound, the parties hereto execute and deliver this Agreement.

**CONSULTANT**

By \_\_\_\_\_

Date:

Its \_\_\_\_\_

*Approved as to Form & Execution*

\_\_\_\_\_  
CLFLWD Attorney

**COMFORT LAKE-FOREST LAKE WATERSHED DISTRICT**

By \_\_\_\_\_

Date:

Its Administrator

**EXHIBIT A**  
**Scope of Services**