



# Pond-Dakota Mission Park Sculpture

## Request for Qualifications

RFQ – The City of Bloomington’s Office of Creative Placemaking and Parks and Recreation Department, in partnership with the Okodakiciye Dakota Advisory Committee, invites public artists to submit qualifications for the design, fabrication, and installation of a site-specific sculpture at Pond-Dakota Mission Park, a site with deep Indigenous history and connections. This public art installation will enhance the park’s sense of place and identity while reflecting the history, culture, and values of the Dakota people. The design may engage with Dakota culture, history, language, the significance of the site or its connection to other culturally meaningful locations, and perspectives from past, present, or future, providing an opportunity to inform and inspire all who visit, work, and live in Bloomington.

### Eligibility

This Request for Qualifications (RFQ) is open to applicants who meet the following eligibility criteria:

- Applicants must be 18 years or older who reside in the contiguous United States.
- Have demonstrated knowledge and understanding of Dakota history and culture, and experience integrating community engagement into the development of their artwork.
- Experienced public artists and artist teams who have completed or administered the budget of at least one commissioned outdoor public art sculpture with a budget of \$10,000 or more in the past ten years.
- A demonstrated experience with or understanding of installations that address the climate and ecosystem specific to Minnesota.
- Finalists must have the ability to attend an interview and presentation of a design concept and approach to the project.

### Project Budget - \$80,000

The budget for this project is \$80,000. This budget must cover all design modifications, fabrication, engineering, installation, foundations, infrastructure, site preparations, meetings, site visits, transportation of artwork, insurance, and other related expenses including expenses related to the design, fabrication, and installation of the sculpture. More information about the site and sculptural requirements will be made available to the finalists.

**RFQ Deadline:** April 16, 2026, 4:00 p.m. Central Standard Time



## HOW TO APPLY?

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### Step One: RFQ – Submit by April 16, 2026, 4:00 PM Central Standard Time

Please apply online through CaFE™ at the following link:

[https://artist.callforentry.org/festivals\\_unique\\_info.php?ID=17063](https://artist.callforentry.org/festivals_unique_info.php?ID=17063)

In addition to your contact information, you will be asked to provide the following:

- A letter of up to one page outlining your interest in the project, approach to design, methods for research and community engagement, relevant experience, and familiarity with Dakota history, culture, and traditions as they relate to your artwork.
- One-page biographical information or resume. If you have multiple team members, please provide brief biographical information on each essential member but do not exceed one page.
- Work Samples: up to 10 images of your recent projects (one of which should be for an artwork you either produced or administered the budget for, valued at \$10,000 or more which was completed in the past ten years). Please provide a brief description and final cost for each. Follow CaFE™ image requirements: JPEG format only, 1200 pixels on the longest side, less than 5 MB in size. Visit the [CaFE Help Page](#), for more information on image requirements or for help resizing images.
- One-page listing three references who can speak about your ability as an artist and collaborator. Include an email and phone number for each reference.

*Do not submit a project proposal or design at this time.*

We encourage interested applicants to learn more about Bloomington Creative Placemaking efforts by visiting [blm.mn/placemaking](http://blm.mn/placemaking), and the Pond-Dakota Mission Park and its history by visiting [blm.mn/PDM](http://blm.mn/PDM).

It is the responsibility of the applicant to inquire about any portion of the RFQ that is not fully understood or susceptible to more than one (1) interpretation. Written inquiries are required. Oral communications will not be accepted, except to confirm delivery of the proposal or written correspondence.

All inquiries, questions, or clarifications must be submitted by email not later than seven (7) calendar days prior to the due date of this RFQ – Thursday, April 9, 2026 by 5:00 PM Central Standard Time. Inquiries, questions, or clarifications submitted after this date will not be answered. All inquiries will be responded to within three (3) business days.

Please email questions to: Kathryn Murray, Creative Placemaking Specialist at [placemaking@bloomingtonmn.gov](mailto:placemaking@bloomingtonmn.gov). Any questions concerning the RFQ must reference the page number, section heading, and paragraph. Please include “Pond-Dakota Sculpture RFQ Question” in the subject line. Please do not ask other City personnel questions, as information gathered from other sources may not reflect the correct position or interest and could result in disqualification.

A Questions and Answers addendum related to this RFQ will be updated as questions come in and can be found at [blm.mn/pondsculpture](http://blm.mn/pondsculpture).

*The City of Bloomington does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its services, programs, or activities. Upon request, this information can be available in Braille, large print, audio tape and/or electronic format.*

## Step Two: Selection of Finalists and Artist Notification – by Friday, May 1, 2026

The submitted qualifications will be evaluated by a selection panel composed of members of the Dakota Advisory Committee, stakeholders, community leaders, and public art professionals. The panel will select three finalists based on equally weighted criteria:

1. Quality of letter of interest including an understanding of the project purpose, and approach to design and engagement.
2. Demonstrated knowledge and understanding of Dakota history and culture, gained through research, collaboration, past work, or other relevant experience.
3. Demonstrated experience incorporating community engagement into a project.
4. Artistic quality and relevance of artwork samples.

## Step Three: Selection of Artist/Team – Notification by Monday, June 8<sup>th</sup>, 2026

Three finalists will be selected and scheduled to attend an optional in-person site meeting on **Monday, May 18, 2026**, and present their concept design proposal in-person or virtually to the selection panel the week of **June 1, 2026**. Specific information on the design presentation and responsibilities of the artist/team will be provided to the finalists. Each finalist/team will receive a **\$2,000 design payment inclusive of any travel expenses**. Payments will be made half upon signing an agreement, and half on the day of the presentation. Payments are only available via check. The concept design presentation should include visuals in the form of digital presentation, a scale model, drawings, or a combination of formats. The presentation should also include: a detailed description of how the design meets the project purpose; team members involved; past experience; a project timeline; ongoing maintenance needs and related estimated costs, a budget outlining how the proposed sculpture will fit within budget parameters; and how the Artist will incorporate engagement into the development of the sculpture design. This project intends to comply with the Indian Arts and Crafts Act of 1990. As such, finalists will be required to document compliance with the requirements.

The panel will consider the following criteria when selecting the artist/team:

1. 40%: Artistic quality, alignment with project purpose, and structural integrity.
  - Is the concept design visually engaging, and does it reflect an understanding of the project's purpose related to Dakota history, culture, and values?
  - Does it fit well within the theme and context of the area?
  - Will the sculpture engage a broad audience in a meaningful way?
  - Does the design consider safety, accessibility, and material durability suitable for Minnesota's climate?
2. 30%: Experience and qualifications.
  - Does the artist/team have experience with projects including those working with the Dakota community, municipalities, or community organizations?
  - Does the artist demonstrate the technical ability to execute a project of this scale and complexity?
3. 20%: Timeline, budget, and maintenance.
  - Are project schedule, budget, and ongoing maintenance needs clearly outlined and appropriate?
4. 10%: Communication and collaboration skills.
  - Ability to communicate design concepts clearly.
  - Artist/team demonstrates professionalism and spirit of collaboration.

## Pond-Dakota Mission Park Sculpture Timeline

**Optional virtual informational meeting:** March 26, 2026 at 5:00 PM via WebEx:

- Virtual Meeting Link:  
<https://logis.webex.com/logis/j.php?MTID=m8b7ec8c3613e6b779c749d32f19d477b>
- Meeting number: 2869 931 0824
- Password: Pondhouse2026

Join by phone

- +1-312-535-8110 United States Toll (Chicago)
- +1-415-655-0001 US Toll
- Access code: 2869 931 0824

**Submitted questions due:** Thursday, April 9, 2026 by 5:00 PM Central Standard Time

**RFQ – qualification proposals due: Thursday, April 16, 2026 by 4:00 PM Central Standard Time**

(online via CaFE™: [https://artist.callforentry.org/festivals\\_unique\\_info.php?ID=17063](https://artist.callforentry.org/festivals_unique_info.php?ID=17063))

*(Do not submit a project proposal or design at this phase.)*

**Artist applicant notification and finalists selected by:** Friday, May 1, 2026

**Optional in-person site meeting for finalists:** Monday, May 18, 2026

**Design presentations by the finalists:** Week of June 1, 2026

**Selection of artist/team by:** Monday, June 8, 2026

**Installation of Sculpture:** Installation should occur within 2026-2027. Finalists should include their timeline in the presentation.

## PURPOSE – WHERE AND WHY?

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The Dakota have lived in Mní sota Makhóche, today known as Minnesota, for thousands of years. Many Dakota consider the confluence of the Mni Sota Wakpa (Minnesota) and Wakpá Thánka (big river re: Mississippi) rivers to be the spiritual home and origin of their people. Bloomington is home to burial mounds found throughout the bluff, and was home to significant Dakota Villages of the Lower Minnesota River Valley, including Cloudman and Penasha.

Pond-Dakota Mission Park is the site of the historic Oak Grove Mission and the 1856 Gideon and Agnes Pond House. The historic Pond House was the dwelling of Gideon Pond and Agnes Hopkins Pond from the mid-1800s to the early 1900s. The Ponds served as missionaries to the Dakota Indians, and as farmers and ministers in the young community of Bloomington, Minnesota. The park features many fun and educational programs held in the house and park throughout the year, including Dakota cultural programs such as an annual Dakota Language camp. The newest addition to the park is an Indigenous Plant Arboretum featuring a wide variety of important Indigenous plants and shrubs. Projects such as this honor the indigenous history of the site and act as learning tools for visitors to the park.

The Parks and Recreation Department manages an extensive system and hosts numerous activities and events throughout the year. In 2022, Parks and Recreation facilitated the establishment of a Dakota Advisory Group for the City. The group is called the Bloomington Okodakiciye, describing a partnership. The roles of the Bloomington Okodakiciye, as determined by the Dakota members of the group, are:

1. To establish an agreement of consultation and collaboration with the Dakota Community and the City.
2. To implement a process for determining accessibility, land use, and educational interpretation as it relates to the Dakota for land areas within the City of Bloomington.
3. To educate and make explicit that Bloomington is on Dakota homeland with culturally competent historical accounts, Dakota language and signage, religious and cultural accessibility, and other considerations as determined by the Dakota Community and Bloomington with attention to cultural issues of importance. A Dakota public Arts project was determined by the Bloomington Okodakiciye to be a good step in helping tell the Dakota story in Bloomington and the Minnesota River Valley.

Creative placemaking integrates arts, culture, and design to strengthen and connect communities. In 2021 Bloomington’s Creative Placemaking Commission commissioned a South Loop indigenous history report, “Lines on the Land: How Dakota Homeland Became Private Property,” written by Peter DeCarlo, and presented by Dr. Kate Beane and Peter DeCarlo in 2023. As a result of the report, presentation, and presentation attendee survey responses, the Creative Placemaking Commission prioritized highlighting indigenous history in art projects. Since then, the *Bloomington. Tomorrow, Together Strategic Plan*, developed by hundreds of community members, prioritized the outcome of expanding Creative Placemaking efforts from South Loop District to citywide. During engagement for the development of the Citywide Creative Placemaking Plan, the desire to highlight the indigenous history of Bloomington was a prevalent theme. This partnership with Parks and Recreation and Dakota Bloomington Okodakiciye, artists and community members aligns with community feedback and creative placemaking goals to acknowledge and honor Native history, culture, and land.

## LOCATION

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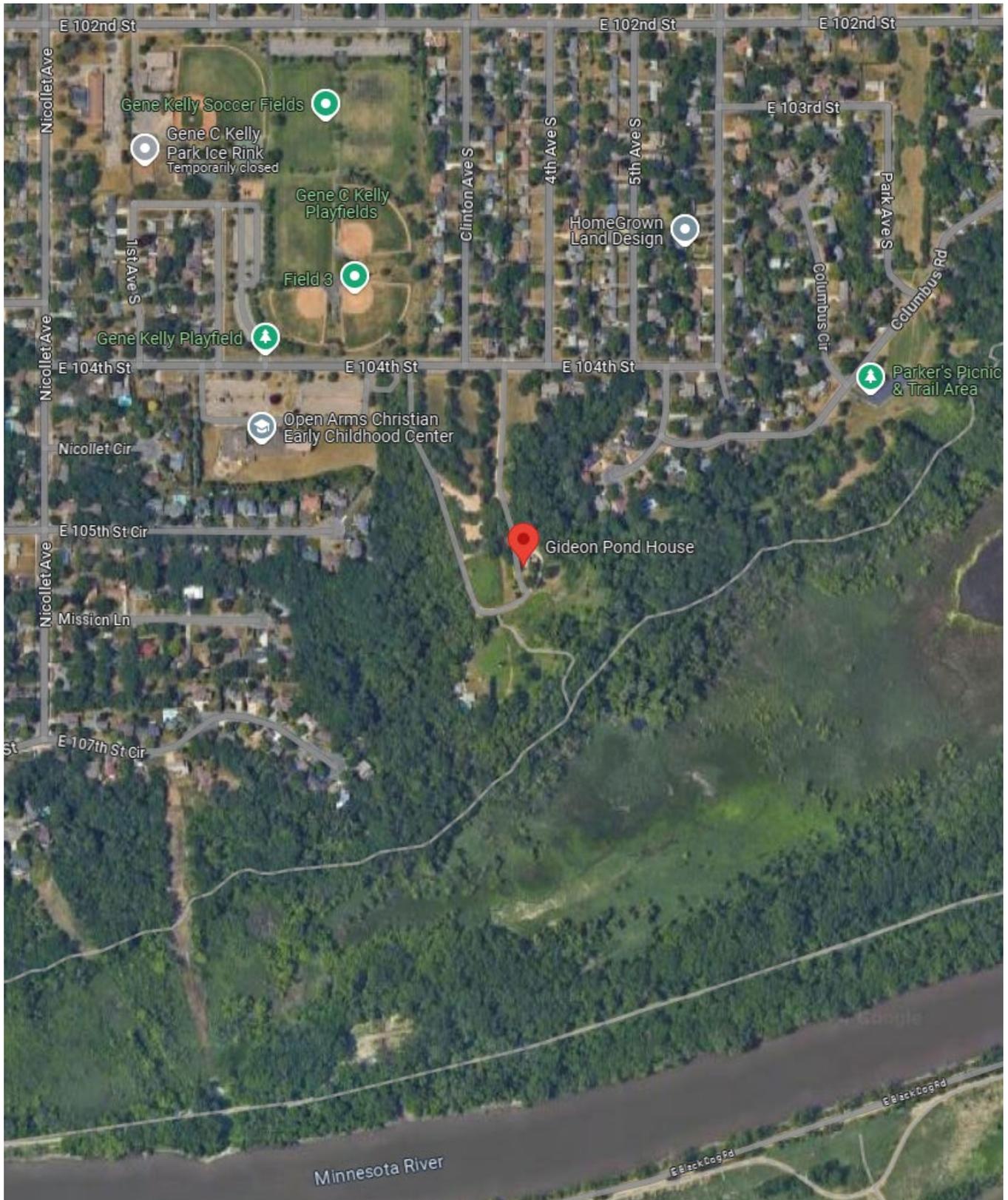
The site of the sculpture will be at Pond-Dakota Mission Park (401 E 104th St, Bloomington, MN 55420), the site of the historic Oak Grove Mission and the 1856 Gideon and Agnes Pond House. The sculpture could be placed either in the area just west of the house or south of the house along the prairie overlook. The area will be determined by the selected artist and approved by the City.



Area east of the house next to reestablished prairie.



Prairie overlook area, just south of the house.





## ADDITIONAL INFORMATION

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### DISPOSITION OF RESPONSES

- (1) All materials submitted in response to this RFQ will become the property of the City and will become public record after the evaluation process is completed and an award decision made. If the Artist submits information in response to this RFQ that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes 13.37, the Artist must: Clearly mark all trade secret materials in its response at the time the response is submitted by indicating in writing the specific page number(s) and paragraph(s) classified as trade secret and therefore nonpublic; and
- (2) Include a statement in the Letter of Interest with its response justifying the trade secret designation for each item and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the City, its agents and employees, from any judgments or damages awarded against the City in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the City's award of a contract. In submitting a response to this RFQ, the Artist agrees that this indemnification survives as long as the trade secret materials are in possession of the City. The City is required to keep all the basic documents related to its contracts, including responses to the RFQ for a minimum of seven (7) years. The City will not consider the prices submitted by the Artist to be proprietary or trade secret materials. Responses to this RFQ will not be open for public review until the City decides to pursue a contract and that contract is executed.

Please note: The following information and the attached form of agreement sample are for the consideration of any interested applicant. This information is provided so that all applicants have a better understanding of their responsibilities and requirements should they be selected and contracted by the City of Bloomington for this project. Agreement is subject to change.

### CONTRACT TERMS

The clauses included in the sample form of agreement (Attachment A) will be included in the contract between the City and the selected Artist that has been chosen to provide the Services described herein. Any exceptions to the contract terms and conditions included in the RFQ must be identified by the selected Artist in the response to this RFQ. The City reserves the right to amend contract terms on a case by case basis.

### INSURANCE REQUIREMENTS

Artist shall maintain insurance coverage, naming City as additional insured, as described in Attachment A. The Artist shall not commence work until all insurance has been obtained and copies have been filed and accepted by the City. The Artist shall be responsible for maintaining a valid certificate of insurance throughout the term of the Contract, as required in the sample agreement.

[INSERT FULL NAME OF ARTIST]

THIS AGREEMENT is made on \_\_\_\_\_ (“Effective Date”) by and between [INSERT FULL NAME OF ARTIST], a [(choose one of the following) a Minnesota Corporation / a Limited Liability Company / a Partnership] located at [full address of Artist] (“Artist”), and the **CITY OF BLOOMINGTON, MINNESOTA**, a Minnesota municipal corporation located at 1800 West Old Shakopee Road Bloomington, Minnesota 55431-3027 (“City”):

**RECITALS**

- A. Artist is engaged in the business of providing artistic sculpture services.
- B. The City desires to secure a contract to provide the design, creation, fabrication, and installation of artistic sculptures and related services.
- C. Artist represents that it has the expertise and capabilities to provide the City with the requested services.
- D. City desires to engage Artist to provide the services described in this Agreement and Artist is willing to provide such services on the terms and conditions in this Agreement.

**NOW, THEREFORE**, in consideration of the terms and conditions expressed herein, the City and Artist agree as follows:

**AGREEMENT**

- 1. **Services to be Provided.** Artist agrees to provide the City with the artistic sculpture services as described in Artist’s Scope of Services attached hereto as Exhibit A or any supplemental letter agreements, or both, entered into between the City and Artist (the “Services”). The Services referenced in the attached Exhibit A or any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by contractors currently providing similar services.
- 2. **Time for Completion.** This Agreement shall remain in force and effect commencing from Effective Date and continuing until the earlier of [completion date of contract] or completion of the Services unless terminated by the City or amended pursuant to the Agreement.
- 3. **Consideration.** The consideration, which City shall pay to Artist and shall not exceed \$[fill in \$ amount of contract], for both the Services performed by Artist and the expenses incurred by Artist in performing the Services, shall be as set forth in Exhibit C and incorporated herein to this Agreement. City shall make progress payments, based on satisfactory completion of each phase of the Services, which shall be determined by the City’s Authorized Agent.

4. **Expense Reimbursement.** Artist will not be compensated separately for necessary incidental expenses. All expenses of Artist shall be built into Artist's fixed compensation rates, unless reimbursement is provided for an expense that received the prior written approval of City, which approval may be provided via electronic mail.
5. **Approvals.** Artist will secure City's written approval before making any expenditures, purchases, or commitments on City's behalf beyond those listed in the Services. City's approval may be provided via electronic mail.
6. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
  - a. The parties, by mutual written agreement, may terminate this Agreement at any time;
  - b. Artist may terminate this Agreement in the event of a breach of the Agreement by City upon providing thirty (30) days' written notice to City;
  - c. City may terminate this Agreement at any time at its option, for any reason or no reason at all; or
  - d. City may terminate this Agreement immediately upon Artist's failure to have in force any insurance required by this Agreement.In the event of a termination, City shall pay Artist for Services performed to the date of termination and for all costs or other expenses incurred prior to the date of termination. As set forth in this Agreement, the parties agree that certain paragraphs in this Agreement survive termination of this Agreement.
7. **Amendments.** Except as expressly permitted by this Agreement, no amendments may be made to this Agreement except in writing signed by both parties.
8. **Remedies.** In the event of a termination of this Agreement by City because of a breach by Artist, City may complete the Services either by itself or by contract with other persons or entities, or any combination thereof. The foregoing remedies provided to City for breach of this Agreement by Artist shall not be exclusive. City shall be entitled to exercise any one or more other legal or equitable remedies available because of Artist's breach.
9. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, Subd. 5, Artist agrees that the books, records, documents, and accounting procedures and practices of Artist, that are relevant to the contract or transaction, are subject to examination by City and the state auditor or legislative auditor for a minimum of six years. Artist shall maintain such records for a minimum of six years after final payment. These obligations survive termination of this Agreement.
10. **Indemnification.** To the fullest extent permitted by law, Artist, and Artist's successors or assigns, agree to protect, defend, indemnify, save, and hold harmless the City, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising

out of Artist's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which City is entitled. The parties agree that these indemnification obligations will survive the completion or termination of this Agreement.

11. **Insurance.** Artist shall maintain reasonable insurance coverage throughout this Agreement. Artist agrees that before any work related to the approved Service can be performed, Artist shall maintain at a minimum:
  - a. Worker's Compensation Insurance as required by Minnesota Statutes, Section 176.181;
  - b. Commercial General Liability in an amount of not less than \$1,000,000.00 per occurrence for bodily injury or death arising out of each occurrence, and \$1,000,000.00 per occurrence for property damage;
  - c. Auto Liability insurance as required by the state the vehicle is licensed in.

To meet the minimum Commercial General Liability and Auto Liability requirements, Artist may use a combination of Excess and Umbrella coverage.

Artist shall also name City as an additional insured on its Commercial General Liability and Umbrella or Excess policies, and will provide City with a current certificate of insurance that includes the following language: "**The City of Bloomington is named as an additional insured with respect to the commercial general liability and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages.**" The certificate of liability insurance must also contain a statement that Artist or its insurance provider shall not cancel or amend the policies included on the certificate unless thirty (30) days' written notice is provided to City, or ten (10) days' written notice in the case of non-payment. These obligations survive termination of this Agreement.

12. **Waiver of Subrogation.** To the fullest extent permitted by law, Artist waives all rights against City, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employers' liability, commercial general liability, or umbrella or excess liability insurance obtained by Artist pursuant to Paragraph 11 of this Agreement. Artist shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
13. **Assignment and Subcontracting.** Neither City nor Artist shall assign, subcontract, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement, in whole or in part, without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent

Contractor from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of Services required by this Agreement. Any instrument in violation of this paragraph is null and void.

14. **Independent Contractor.** Artist shall be deemed an independent contractor. Artist's duties will be performed with the understanding that Artist has special expertise as to the services which Artist is to perform and is customarily engaged in the independent performance of the same or similar services for others. All required equipment and personnel shall be provided or contracted for by Artist. The manner in which the services are performed shall be controlled by Artist; however, the nature of the Services and the results to be achieved shall be specified by City. The parties agree that this is not a joint venture and the parties are not co-partners. Artist is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided in this Agreement. All Services provided by the Artist pursuant to this Agreement shall be provided by the Artist as an independent Artist and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.
15. **Compliance with Laws.** Artist shall exercise due care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Artist agrees to provide the applicable services detailed in Exhibit A or any supplemental letter agreement. Artist's guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by the City's policies prohibiting sexual harassment, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on City property, at all times while performing duties pursuant to this Agreement. Artist agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City. These obligations survive termination of this Agreement.
16. **Entire Agreement.** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between City and Artist, and supersedes any other written or oral agreements between City and Artist. This Agreement can only be modified in writing signed by City and Artist. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
17. **Third Party Rights.** The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
18. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction

of these courts, whether based on convenience or otherwise. These obligations survive termination of this Agreement.

19. **Conflict of Interest.** Artist shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of City. In the event of a conflict of interest, Artist shall advise City and either secure a waiver of the conflict or advise City that it will be unable to provide the requested services.
20. **Work Products and Ownership of Documents.** The City and Artist may photograph, videotape, and otherwise record or document images related to and arising from the Services throughout the fabrication and installation process and after installation. Artist and City may use their own resulting images or documentation for any purpose using the agreed upon credit as required in Section 30 of this Agreement. Nothing in this Agreement prohibits the City and Artist from sharing images or documentation of the Services to promote City or Artist activities and initiatives provided the images and documentation is properly credited as required by Section 30 of this Agreement. Artist grants to City a non-exclusive license to reproduce the Sculpture in connection with brochures, catalogues, and other purposes that promote the City and the City's Creative Placemaking program. Artist does not grant the City permission to reproduce the Sculpture for purposes primarily commercial in nature, including but not limited to reproductions in the form of commercially sold posters, merchandise, or three-dimensional objects. Artist and City agree that the non-exclusive license is only between the City and the Artist, and City is not responsible for an action or inaction of a third party.

The Artist is the author and creator of the Sculpture submitted to the City and said Sculpture does not, and will not, infringe upon the proprietary or any intellectual property rights of any other persons or entities.

The City may require the Artist to knowingly, voluntarily and permanently waive rights of attribution and integrity pursuant to §106A(e)(1) of the Visual Artists Rights Act of 1990.

These obligations and rights set forth in this Section 20 survive the termination of this Agreement.

21. **Agreement Not Exclusive.** City retains the right to hire other artistic sculpture service providers for other matters, in City's sole discretion.
22. **Data Practices Act Compliance.** Any and all data provided to Artist, received from Artist, created, collected, received, stored, used, maintained, or disseminated by Contractor pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and any applicable nondisclosure agreements. Artist agrees to notify City within three (3) business days if it receives a data request from a third party. This paragraph does not create a duty on the part of Artist to provide access to public data to the public if the public data are available from City, except as required by the terms of this Agreement. These obligations survive termination of this Agreement.

23. **No Discrimination.** Artist agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Artist agrees to comply with Americans with Disabilities Act, as amended (“ADA”), Section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Artist agrees to hold harmless and indemnify City from costs, including but not limited to damages, attorney’s fees and staff time, in any action or proceeding brought alleging a violation of these laws by Artist or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Artist shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. Artist agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with people with disabilities.
24. **Authorized Agents.** City’s authorized agent for purposes of administration of this contract is the Office of Creative Placemaking, Director of Creative Placemaking, Alejandra Pelinka of the City, or designee. Artist’s authorized agent for purposes of administration of this contract is [Artist's contact name], who shall perform or supervise the performance of all Services.
25. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:
- Artist: [Artist's address, contact person information];
- City: City of Bloomington, 1800 West Old Shakopee Road, Bloomington, MN 55431,  
Attn: [City's contact person]; \_\_\_\_\_@bloomingtonmn.gov; 952-563-\_\_\_\_\_;
- or such other contact information as either party may provide to the other by notice given in accordance with this provision. A convenience copy may be provided electronically.
26. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.
27. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.
28. **Mediation.** Both parties agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation at the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. In the event mediation is unsuccessful, either party may exercise its legal or equitable rights.

16. **Payment of Subcontractors.** Pursuant to Minnesota Statutes § 471.425, subd. 4a, Artist agrees that it must pay any subcontractor within ten (10) days of the prime contractor's receipt of payment from City for undisputed services provided by the subcontractor. Artist agrees that it must pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
17. **Publicity.** City and Artist shall develop language to use when discussing the Services. Artist agrees that any publicity regarding the Services or the subject matter of this Agreement must not be released unless it complies with the approved language. Artist cannot use City's logo or state that City endorses its services without City's advanced written approval. City and Artist agree to credit the work as "\_\_\_\_\_ by \_\_\_\_\_, commissioned by the City of Bloomington."
29. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
30. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that he/she/they is duly authorized. In the event Artist did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of Artist, as described in this Agreement, personally.
31. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format ("pdf") and signatures appearing on electronic mail instruments shall be treated as original signatures.

[Signature pages follow.]

**IN WITNESS WHEREOF**, the City and the Artist have caused this Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

**CITY OF BLOOMINGTON,  
MINNESOTA**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_

Its: City Manager

Reviewed and approved by the City Attorney.

\_\_\_\_\_

**ARTIST**

**[ARTIST'S FULL NAME - ALL  
CAPS/BOLD]**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_

Its: \_\_\_\_\_

SAMPLE

EXHIBIT A TO AGREEMENT BETWEEN  
THE CITY OF BLOOMINGTON, MINNESOTA AND [INSERT FULL NAME OF ARTIST]

SCOPE OF SERVICES

*Included here, for example:*

- *Project proposal, renderings*
- *Timeline*
- *Payment plan based on deliverables*

SAMPLE