

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT**, is made this \_\_, day of \_\_\_\_\_, 20\_\_, by and between the **CITY OF ROCHESTER**, located at City Hall, 30 Church Street, Rochester, New York 14614, referred to as the "City" and \_\_\_\_\_, located at \_\_\_\_\_, Rochester, N.Y. 14\_\_\_\_, referred to as the "Photographer".

**WHEREAS**, the City desires to secure the services of a Photographer to participate in the How We ROC ("HWR") project, an initiative designed to photographically capture the local perspective of City-funded events, and the spirit of our diverse city of the arts through the eyes of local photographers, (the ("Project")), and in consideration of the following terms, the parties agree as follows:

### **SECTION 1. DESCRIPTION OF PROJECT**

The Photographer shall document City-funded events to photographically capture the spirit of our diverse city. The Photographer will provide a curated collection of photographs representing the essence of Rochester's events and communities, to be displayed in the City Hall Link Gallery and used for promotional purposes by the City.

### **SECTION 2. DESCRIPTION OF SERVICES**

#### **A. Photographer's Responsibilities**

1. The Photographer shall attend and photograph a minimum of six City-funded or City-sponsored events as found at [www.CityofRochester.gov/MajorEvents](http://www.CityofRochester.gov/MajorEvents). The photographs should include a variety of scenes that show the spirit of the events and the character of Rochester and its people.
2. The Photographer shall curate a selection of a minimum of six (6) of the Photographer's photographs of major City events to be part of the How We ROC Exhibit in the City Hall Link Gallery. There is no maximum number of photos to be included. The exhibit may not include studio work; however, in addition to the six (6) City events photos, exhibit may feature photos of non-major City events, outdoor spaces in Rochester, local businesses, architecture, neighborhoods, etc. The Photographer must confirm that these photographs, and all photographs submitted to the City pursuant to subsection 5. below, are original works taken by the Photographer. The completed gallery of photographs must be submitted for approval by the City, and

ready for display, at least thirty (30) days prior to the Exhibit, tentatively scheduled for Monday, Aug. 4, – Friday, Sept. 5, 2025.

- a. Photographers will be responsible for printing and producing photographs for the How We ROC Link Gallery Exhibit.
3. Photographer shall request parental permission for any photographs of children, must generally respect the wishes of any persons who do not want to be photographed and shall obtain verbal permission of the subject, whenever possible.
4. The Photographer must attend the media-covered Photographer reception hosted by the City of Rochester, on a date to be determined by the City, to celebrate the Exhibit. This event is open to Photographers and their supporters.
5. The Photographer shall submit to the City and grant the City permission to utilize 10-15 HWR photographs (submitted digitally) for promotional purposes from each City event attended by Photographer, within 14 calendar days of event attendance. These photographs may be used by City in digital and printed marketing materials to promote the Exhibit and the Photographer's participation in the Exhibit, and to promote other City events and projects.
6. Photographer shall comply with the following rules concerning the Exhibit in City Hall:
  - a. sales of photographs may not be made on City property,
  - b. prices of photographs may not be provided,
  - c. all sales transactions must occur outside of City Hall,
  - d. all photographs must remain in the gallery for the agreed-upon month-long duration of the Exhibits,
  - e. photographers may include contact information on the title cards provided by the City (see Section 3.4 below), leading to their websites, social media profiles, or purchasing links,
  - f. photographer may promote the sale of their exhibited art on their own platforms, and
  - g. Note: in no case may photographs be sold to parties who will use the photographs for purposes of advertising or other purposes of trade. Under NYS Civil Rights Law sections 50 and 51, photographs taken without a subject's written permission and used for advertising or other purposes of trade may violate the subject's right of privacy.

## **B. City Responsibilities**

The City will facilitate the Photographer's ability to photograph events for the Exhibit and to participate in an Exhibit as follows:

1. The City will provide Photographer with a media pass to all City major special events. This pass shall be valid for a period of one year, commencing from the date of the Agreement.
2. The City will support and facilitate the Photographer's participation in exhibiting at the month-long photographic Exhibit in the City Hall Link Gallery.
3. The City will accept photographs for approval for the Exhibit until one month before the commencement of the Exhibit, which is tentatively scheduled for Monday, Aug. 4, – Friday, Sept. 5, 2025. Photographs submitted after that date may, in the City's discretion, not be eligible for display in the Exhibit. The City shall determine which photographs will be displayed at the Exhibit and the City is not required to provide any reason or explanation for the choices of photographs. The City will display the chosen photographs for the duration of the Exhibit.
4. In accepting photographs for display in the Exhibit, the City does not take ownership of the photographs and only provides a temporary location for exhibiting the photographs. Although the City will take reasonable care to protect the photographs, the City is not responsible for any damage, loss or destruction of the photographs. The City is not responsible for any third-party infringement of Photographer's copyright and is not responsible for protecting the intellectual property rights of Photographer.
5. The City will host an artists' reception to celebrate the works of all the photographers in the HWR project. This reception will be at a date and time to be determined by the City and will be open to the participating photographers and their supporters. The City will request local media coverage and publish a news release inviting the public to come view the Exhibit.
6. The City shall ensure that title cards are provided for each exhibited photograph, with contact information provided by the Photographer.
7. The City will actively promote the Photographer's participation in the Project through the utilization of photographs in digital and printed marketing materials. The City will give proper accreditation of the Photographer, both for the Project and the City's subsequent use of the photographs, including tagging on social media and displaying the Photographer's name and associated company on printed materials featuring the photographs.

### **SECTION 3. TERM**

The services required of the Photographer pursuant to this Agreement shall commence upon execution of the Agreement and shall terminate upon completion of all services, but in no event later than one year from commencement.

### **SECTION 4. FEE**

Upon satisfactory completion of the Project and any other services required by this Agreement, the City agrees to pay and the Photographer agrees to accept as full payment for the work and services performed pursuant to this Agreement, the total sum of One Thousand Five Hundred Dollars (\$1,500.00), payable to Photographer for services performed in the following manner:

1. \$500 paid to Photographer in Jan. of 2025
2. \$500 paid to photographer in May of 2025
3. \$500 paid to photographer in Sept. of 2025

### **SECTION 5. AUTHORIZED AGENT FOR THE CITY AND THE PHOTOGRAPHER**

**A.** The City hereby designates:

Barbara Peirce, Director  
City Bureau of Communication and Special Events  
[Barbara.Peirce.@CityofRochester.gov](mailto:Barbara.Peirce.@CityofRochester.gov)

**B.** The Photographer hereby designates Themselves

or their authorized representatives, as Authorized Agents of the City and of the Photographer solely for receipt of all notices and other communications pursuant to this Agreement.

### **SECTION 6. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**

- A.** Photographer shall retain ownership of all photographs taken for the Project pursuant to this Agreement and shall retain all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the photographs for the duration of the copyright.
- B.** The Photographer grants to the City and its assigns an irrevocable license to use the Project photographs for media publicity, and exhibition catalogues or other similar publications for the purpose of promoting the Photographer, the Exhibit or

- the Project and for other City events and projects.
- C. The City is not responsible for any third-party infringement of Photographer's copyright and not responsible for protecting the intellectual property rights of Photographer.

## **SECTION 7. PHOTOGRAPHER'S RIGHTS**

The City agrees that it will not intentionally alter, modify, change, destroy or damage the Photographer's photographs without first obtaining permission from the Photographer. The City will take reasonable actions to maintain the Photographs but is under no obligation to do so if because of costs or other reasons it is not in the City's best interest. If any alteration or damage to the photographs occurs, the Photographer shall have the right to disclaim authorship in addition to any remedies the Photographer may have in law or equity under this contract. Upon written request, the City shall remove the identification plaque and all attributive references to the Photographer at its own expense within thirty (30) days of receipt of the notice. No provision of this Agreement shall obligate the City to alter or remove any such attributive reference printed or published prior to the City's receipt of such notice. The Photographer may take such other action as the Photographer may choose in order to disavow the photographs.

## **SECTION 8. ACKNOWLEDGEMENTS**

The Photographer shall acknowledge the City's role in funding the Project in all public presentations and written, printed or electronic publication of information regarding the Photographs. The City shall acknowledge the Photographer's authorship of the photographs in its public presentations about the Project.

## **SECTION 9. TERMINATION FOR DEFAULT**

The performance of work under this Agreement may be terminated by the City whenever the Photographer shall default in the performance of this Agreement. Upon termination, the City may take over the work to be performed and complete the same by contract or otherwise, in the City's discretion, and the Photographer shall be liable to the City for any excess cost occasioned thereby. The total fee payable to the Photographer upon such termination shall be such proportionate part of the total fee as the value of the work satisfactorily completed and delivered.

## **SECTION 10. INDEMNIFICATION**

The Photographer hereby agrees to defend, indemnify and save harmless the City of Rochester against any and all liability, loss, damage, suit, charge, attorney's fees and expenses of whatever kind which the City may directly or indirectly incur, or be required to pay by reason or in consequence of the intentionally wrongful or negligent act or omission of the Photographer, its agents, employees or contractors. If a claim or action is made or brought against the City and for which the Photographer may be responsible in whole or in

part, the Photographer shall be notified and shall handle or participate in the handling of the defense of such matter. In addition, Photographer shall defend, indemnify and hold harmless the City against actions and claims charging infringement of any copyright or patent related to Photographer's photographs. The City will notify Photographer within ten (10) days of receipt of a notice of infringement or of summons in any action alleging infringement.

**SECTION 11.        INSURANCE**

Photographer shall maintain the following insurance coverage throughout the duration of this Agreement:

**Workers' Compensation and Disability Benefits Insurance:** This Agreement shall be void and of no effect unless the Photographer shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the state of the Photographer's residence, whichever may apply. The Photographer shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers' Compensation and Disability Benefits coverage have been secured. (Note: an insurance Accord is not acceptable proof of coverage). In the alternative, Consultant shall provide proof of self-insurance or shall establish that Worker' Compensation and/or Disability Benefits coverage is not required by submitting the current and required New York State Workers' Compensation Board's form.

**SECTION 12.        EQUAL OPPORTUNITY, MWBE AND WORKFORCE UTILIZATION GOALS**

**A.        General Policy**

The City of Rochester, New York reaffirms its policy of Equal Opportunity and its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Opportunity, in accordance with the requirements set forth herein. The City further does not discriminate on the basis of disability, in admission or access to, or treatment or employment in its programs and activities. The City is including these policy statements in all bid documents, contracts, and leases. Contractors, lessors, vendors and suppliers shall comply with all State and Federal Equal Opportunity laws and regulations and shall submit documentation regarding Equal Opportunity upon the City's request.

**B.        Definitions**

MINORITY GROUP PERSONS - shall mean a person of Black, Hispanic, Asian, Pacific Islander, American Indian, or Alaskan Native ethnic or racial origin and identity.

**C.        Compliance**

The Consultant shall comply with all of the following provisions of this Equal Opportunity Requirement:

1. The Photographer agrees that it will not discriminate against any employee for employment because of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status in the performance of services or programs pursuant to this Agreement, or in employment for the performance of such services or programs, against any person who is qualified and available to perform the work in which the employment relates. The Consultant agrees that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, the Photographer, and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates. The Photographer agrees to take affirmative action to ensure that applicants are employed, and that applicants are hired and that employees are treated during their employment, without regard to their of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship.
2. The Photographer agrees that its employment practices shall comply with the provisions of Chapter 63 of the Rochester Municipal Code, which restricts inquiries regarding or pertaining to an applicant's prior criminal conviction in any initial employment application.
3. If the Photographer is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination, and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

4. The Photographer shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

**SECTION 13. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The City of Rochester hereby gives public notice that it is the City's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, gender, or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the City receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City. Any such complaint shall be in writing and filed with the City Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from the City at no cost to the complainant, or on the City's website at [www.cityofrochester.gov](http://www.cityofrochester.gov), or by calling (585) 428-6185.

**SECTION 14. FREEDOM OF INFORMATION LAW**

Disclosures required by New York's Freedom of Information Law ("FOIL") shall not be considered a breach of any confidentiality provisions in this Agreement. Should Photographer provide the City with any records it deems confidential and exempt from FOIL, Photographer shall clearly mark such portions of those records as confidential and exempt from FOIL disclosure. Upon any request for disclosure of information so marked, the City will inform Photographer of the request and give Photographer ten (10) business days to submit a written statement of necessity for exempting the records from disclosure pursuant to New York Public Officers Law 89(5). As required by the Public Officers Law, the City will issue a determination as to disclosure within seven (7) business days. If the City determines that the records shall be disclosed, Photographer may appeal the City's determination within seven (7) business days. Thereafter, the City shall respond to Photographer's appeal within ten (10) business days. If the City issues an adverse determination, Photographer may appeal the decision within fifteen (15) days of service by commencing an Article Seventy-Eight (78) proceeding under New York's Civil Practice Law and Rules.

**SECTION 15. COMPLIANCE WITH MACBRIDE PRINCIPLES**

The Photographer agrees that it will observe Ordinance No. 88-19 of the City of Rochester, which condemns religious discrimination in Northern Ireland and requires persons



contracting to provide goods and services to the City to comply with the MacBride Principles. A copy of the MacBride Principles is on file in the Office of the Director of Finance.

**SECTION 16. MISCELLANEOUS**

- A.** The Photographer agrees that during the performance of the work under this Agreement, the Photographer, and its employees and subcontractors shall comply with all applicable local, state, or federal laws, ordinances, rules or regulations. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein.
- B.** The Photographer agrees that the City shall, for three (3) years after final payment, have access to and the right to examine, at no cost to the City, any directly pertinent records of the Photographer and of any of the subcontractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts.
- C.** The Photographer is prohibited from assigning, transferring or conveying the rights or obligations of Agreement to any other person or corporation without the previous written consent of the City.
- D.** The Photographer's duty to perform work under this Agreement and the City's obligation to pay for that work, shall be limited to the amount of money actually appropriated by the City Council and encumbered (i.e., certified as being available) for this Project by the City Director of Finance.
- E.** This Agreement constitutes the entire and integrated Agreement between and among the parties hereto.
- F.** The Photographer is an independent contractor and covenants and agrees to conduct the work under this Agreement consistent with such status and shall not claim to be an officer or employee of the City or claim any right or privilege applicable to an officer or employee of the City.
- G.** This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.
- H.** In the event that the terms and conditions of this Agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement
- I.** If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

**CITY OF ROCHESTER**

BY: \_\_\_\_\_  
Michael Burns, Deputy Mayor

**PHOTOGRAPHER**

BY: \_\_\_\_\_  
Name:

STATE OF NEW YORK)  
COUNTY OF MONROE ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me the subscriber, personally came **MICHAEL BURNS** known, who being by me duly sworn, did depose and say that he resides in the City of Rochester; that he is the Deputy Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK)  
COUNTY OF MONROE) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public