

**City Council Agenda Items
and
Contracts, Leases or Agreements**

9/3/2013

City Council Meeting Date
Agenda Items Only

Alan Spann

Submitted By

Parks and Recreation

Division

Operations

Department

Action Required:

A resolution awarding RFP #13-12 to What My Eyes Have Seen Photography for one (1) year and automatically renew for an additional four (4) single one-year terms.

N/A

Cost of this request

N/A

Category / Project Budget

N/A

Program Category / Project Name

N/A

Account Number

N/A

Funds Used to Date

N/A

Program / Project Category Name

N/A

Project Number

N/A

Remaining Balance

N/A

Fund Name

Budgeted Item

Budget Adjustment Attached

Conni Edmonston
Department Director

8-20-2013
Date

Previous Ordinance or Resolution #

[Signature]
City Attorney

8-20-13
Date

Original Contract Date:

Original Contract Number:

Paul A. Beuh
Finance and Internal Service Director

8-20-2013
Date

Received in City
Clerk's Office



[Signature]
Chief of Staff
[Signature]
Mayor

8-20-13
Date
8/31/13
Date

Received in
Mayor's Office



Comments: not previously budgeted item.

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director *C-Ed*

From: Alan Spann, Recreation Superintendent *AS*

Date: August 20, 2013

Subject: **Approval of Youth Sports Photography Contract**

PROPOSAL:

Parks and Recreation Staff recommends awarding RFP # 13-12 to *What My Eyes Have Seen Photography* for one (1) year and automatically renew for an additional four (4) single one-year terms.

Fayetteville Parks and Recreation offers youth programming for soccer and softball, along with an eight week summer camp series. Approximately 2,500 youth have participated in our programs in 2013. Offering the opportunity for team and individual photographs is an important part of the program experience for families. These photos become cherished reminders of the wonderful experiences their children have had with Parks and Recreation over the years.

Fayetteville Parks and Recreation contracts a photographer for our youth sports. A RFP was released requesting companies to submit photography proposals to be utilized in our recreation programs. Based on the three submissions, the selection committee selected *What My Eyes Have Seen Photography* as offering the most alternatives with the best price options for our youth sport participants. This company was awarded the RFP for the Fall 2011 through Spring 2012. The contract was renewed based on the high level of organization and the positive feedback from participants.

RECOMMENDATION:

A resolution awarding RFP #13-12 to What My Eyes Have Seen Photography for one (1) year and automatically renew for an additional four (4) single one-year terms.

BUDGET IMPACT:

There are no budget costs with this contract. Revenues of 10% of total gross sales will be contributed to Parks and Recreation for each sport. Revenues will depend on the number of participants that purchase photos. Over the past year, the City received \$1,900 in revenue from the program photographer.

Attachments:

What My Eyes Have Seen RFP
Contracts (2)

RESOLUTION NO. _____

A RESOLUTION AWARDING RFP #13-12 AND AUTHORIZING A CONTRACT WITH WHAT MY EYES HAVE SEEN PHOTOGRAPHY FOR THE PROVISION OF PARKS AND RECREATION DEPARTMENT YOUTH SOCCER AND SOFTBALL TEAM AND INDIVIDUAL PHOTOGRAPHS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFP #13-12 and authorizes a contract with What My Eyes Have Seen Photography for the provision of Parks and Recreation Department youth soccer and softball team and individual photographs.

PASSED and APPROVED this 3rd day of September, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer



WHAT MY EYES HAVE SEEN
PHOTOGRAPHY
479.846.8500
115 E. BUCHANAN
PRAIRIE GROVE, AR. 72753
WWW.WHATMYEYESHAVESEEN.COM

Attn: Andrea Foren, CPPB

**RFP 13-12 Parks Photographer
Proposal Submission
What My Eyes Have Seen
Photography**

Appendix

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City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf) 479 521 1316

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 13-12, Parks Program Photographer

DEADLINE: Monday, August 19, 2013 before 10:00:00 AM, local time

****Deadline revised per Addendum 1**

RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPB, CPPO, aforen@ci.fayetteville.ar.us

DATE OF ISSUE AND ADVERTISEMENT: Monday, July 29, 2013

REQUEST FOR PROPOSAL
RFP 13-12, Parks Program Photographer

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested, failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Agent

Name of Firm: What My Eyes Have Seen Photography
Contact Person: Jenny Stark Title: Owner
E-Mail: jenny@whatmyeyeshaveeseen.com Phone: 479-846-8500 / 479-263-4328
Business Address: 115 E. Buchanan St.
City: Prairie Grove State: AR. Zip: 72753
Signature: [Signature] Date: 8/1/13

Acknowledgement of Addendum

We acknowledge we have received Addendum 1 of the RFP 13-12 concerning the due date.

We acknowledge we have received Addendum 2 of the RFP 13-12 concerning the amount of registrants expected to enlist for the upcoming seasons.



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PRAIRIE GROVE, AR. 72753
WWW.WHATMYEYESHAVESEEN.COM

Work Flow Outline

Goal: Keep it clear and simple.

1. Obtain a finalized master schedule for the season.
2. Create a picture schedule that correlates with the game schedule.
The schedule will be made and submitted via e mail for league approval ahead of the season. Any requests for changes / improvements will be made at this time, prior to distributing to coaches and parents through out the league. We are flexible in the schedule creation and will work to accomodate requests by the league.
3. We will distribute the final picture schedule and order form to the coaches via e mail.
This will ensure every coach receives the schedule at the beginning of the season. If the league will provide us with parent e mail addresses, we will distribute the schedule to all. Our goal is for everyone to be well informed with ample notice so families are prepared for picture day.
4. Picture day: We will have a photography station set up, equipped to handle the entire ordering process. Parents will have the choice to prepare their order forms ahead of time or handle it on site. We do not require the parents the burden of remembering to bring paper work to the game. We utilize e mail for the bulk of information distribution which not only ensures proper communication, but offers a zero cost and waste impact of unnecessary paperwork.
5. Parents and coaches are asked to be on time. We will begin taking individual pictures as the players arrive so the process moves quickly. When the last player arrives, we are able to capture the team picture. In the event a player does not show for picture day, the team has the option to proceed with the team picture or schedule an alternate time when all players can attend. We will work to accomodate individual teams as best as we can. Our goal is to capture the entire team, regardless of their choice to order individually, as it corresponds with our proposal to provide every player with a team photo. (Please see proposal for details).

6. **Delivery Process:** Once the pictures arrive, it is our policy to notify the coaches and parents. We will set up a pick up station where parents can pick up their pictures on a game day(s). (To be determined by the final league game schedule). It is our goal to have open communication with our clients about the status of their order and opportunities to pick up their photography. As a full time studio, parents can easily make special arrangements to pick up pictures at their convenience if need be. We typically have pictures ready two weeks after they are ordered but reserve the right of a 30 day maximum.
7. **Retakes and Inclement Weather Issues:** In the event games are rescheduled due to weather we will adjust the picture schedule to correlate with the make up game schedule. In the unlikely event a retake is needed, we will make arrangements with the parents to resolve the error.
8. **We accept cash, check and credit cards with on site processing.** This eliminates the need to expose client credit card information on paperwork. All credit card transactions are performed electronically in front of the client as they are accustomed at all major retailers. Adding to the convenient check out experience, we provide an express lane for clients who bring their forms completed and just need to turn in. They do not have to wait in line behind clients who need help choosing their orders. We have received excellent feedback and find that clients utilize both options.



WHAT MY EYES HAVE SEEN

PHOTOGRAPHY

479.846.8500

115 E. BUCHANAN

PRAIRIE GROVE, AR. 72753

WWW.WHATMYEYESHAVESEEN.COM

Thank you for considering What My Eyes Have Seen Photography as the photography company to serve the Fayetteville Parks Program. We are a locally based company who serves the needs of Northwest Arkansas as well as across the United States. We operate a full time studio located in Prairie Grove which provides our clients the opportunity to conduct business easily in the office as well as on location.

Brian and I opened What My Eyes Have Seen Photography in 2007 with the mission to create technically excellent photography, artistically captured and printed on innovative professional products. The foundation which we have built our business has lead Brian's photography to represent some of the largest companies in the world. We have taken this approach to built up the What My Eyes Have Seen brand in our sports photography. Our clients easily recognize the stand out quality of our work and continue booking us each season because we stay current with the latest products. We take pride in knowing our clients can pick out our photography among a pile of what our competitors offer. While we are inexpensive it has never been our goal to be the "cheapest." We will only display our work with professional grade products and use a certified lab to do so. Our clients deserve to receive the most for their money. We have structured our company to be the best value and set apart from any other photography company available.

As the owners, Brian and I *are* What My Eyes Have Seen Photography. Our clients know they can count on Brian to shoot and myself to handle their transactions. We do have part time and seasonal help who are well trained and qualified to assist us during the process, however we take pride in taking care of our clients personally. We choose to handle our clients with specific accountability, eliminating the burden of the picture process from coaching staffs. No matter how large or small their order, our clients have full access to both Brian and I during the entire photography experience.

What My Eyes Have Seen Photography is an environmentally responsible company. We shoot digitally, process prints via a certified lab, conduct the bulk of our business communications electronically, print low impact forms, offer electronic payments and receipts and recycle within our office when possible. This benefits our environment as well as streamlines the entire process to the ease of our clients. We aim to operate as smoothly as possible and through years of experience, we are a "well oiled machine" from start to finish.

We have experience in shooting multiple teams at large events and keeping a tight schedule. Through our extensive experience of providing league photography, we have learned to work under conditions which require three teams completed every fifteen minutes to stay on schedule. While this is exceptional, we have proved ourselves capable to accomplish the task, maintaining our standard for excellence. Not only have we served Fayetteville Parks and Recreation for the past several years, we service similar leagues such as Upward, Pee Wee, Arkansas Cheer Dynamix, Prairie Grove, Farmington and Lincoln league football, softball, cheer, soccer and dance leagues. Our consistent quality with these city leagues has earned our repeat business year after year. We have served Fayetteville Parks and Recreation the past several years with consistently positive feedback. We have established a transparent relationship with the directors, asking to be informed of any negative feedback through their perspective as well as league participants. This open communication provides a clear assessment of our effectiveness. We are proud to include the current league directors in our referrals due to the enormously positive feedback we've received from all who work with us.

We are happy to answer any questions you may have and look forward to serving your program for many years to come, should we be awarded the opportunity.

Thank you for your time,

Jenny Stark
Owner
What My Eyes Have Seen Photography

City of Fayetteville
RFP 13-12, Parks Program Photographer
SECTION D: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated.

COMPANY NAME What My Eyes Have Seen Photography
NUMBER OF YEARS IN BUSINESS 8 years HOW LONG IN PRESENT LOCATION 5 years
TOTAL NUMBER OF CURRENT EMPLOYEES 2 FULL TIME 1 PART TIME
NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT 2 FULL TIME 10 PART TIME

PLEASE LIST FOUR (4) REFERENCES WHICH YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed)

1. Fayetteville Parks and Recreation
COMPANY NAME
Fayetteville, AR. 72701
CITY, STATE, ZIP
Alan Spann
CONTACT PERSON
479-576-8369
TELEPHONE
na
FAX NUMBER
aspenn@ci.fayetteville.ar.us
E-MAIL ADDRESS

2. Fayetteville Parks and Recreation
COMPANY NAME
Fayetteville, AR. 72701
CITY, STATE, ZIP
Julia Roe
CONTACT PERSON
479-444-3474
TELEPHONE
na
FAX NUMBER
jroe@ci.fayetteville.ar.us
E-MAIL ADDRESS

3. Prairie Grove Pre Wee Athletics
COMPANY NAME
Prairie Grove, AR. 72753
CITY, STATE, ZIP
Lisa McClellan
CONTACT PERSON
479-236-6483
TELEPHONE
na
FAX NUMBER
lmcclellan71@yahoo.com
E-MAIL ADDRESS

4. Prairie Grove Christian Church
COMPANY NAME
Prairie Grove, AR. 72753
CITY, STATE, ZIP
Vance Kubanks
CONTACT PERSON
479-846-4181
TELEPHONE
na
FAX NUMBER
v.kubanks@pgtc.com
E-MAIL ADDRESS



WHAT MY EYES HAVE SEEN

PHOTOGRAPHY

479.846.8500

115 E. BUCHANAN

PRAIRIE GROVE, AR. 72753

WWW.WHATMYEYESHAVESEEN.COM

Referrals

To whom it may concern:

Let this message reflect the excellent job What My Eyes Have Seen has done with their work photographing our youth sports program participants. They are a highly skilled, highly organized organization who work extremely efficiently and communicate in a highly effective manner. These attributes translated into a highly satisfied customer base for our programs during their time as our contracted photography company. Their staff handles all communication and scheduling, which makes the work on our end minimal.

I highly recommend this company to do the same for your organization.

Please feel free to contact me with any questions or concerns.

Regards,

Alan Spann

Recreation Programs Manager
Fayetteville Parks & Recreation
1455 Happy Hollow Rd
Fayetteville, AR 72701
479-575-8369
www.accessfayetteville.org

Find us on facebook for program announcements, updates, pictures, and game cancellations at:
www.facebook.com/fayparksandrec
and follow us on twitter at:
www.twitter.com/fayparksandrec

TDD (telecommunications device for the deaf) #: 521-1316



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Referrals Page 2 Client Feedback

“I just wanted to let you know that the pictures turned out great!!! These are by far the best ball pictures we have ever had!! Thank you so much!!”

Heather Hughes - Coach and Parent FPR

“I am writing to tell you how very impressed I am with the beauty & quality of your pictures! Thank you for the keepsake and it would be awesome if you did Fay Youth Baseball pics too.”

Brandi and Chris Vanamburg - Coach and Parent FPR

I really appreciate the effort you guys have shown this year..in the past it's been very disorganized and more stress than it was worth. I think you guys have done a great job this year and making it go as smooth as possible. It's like wrangling kittens, for most of the age groups, so you only have a short window to get and keep their attention/focus.Thought I'd let you know.

Adam Nickell - Coach and Parent FPR

Brian R. Stark

14855 Prairie Grove Lake Rd
 Prairie Grove, AR 72753
brian@whatmyeyeshaveseen.com

Mobile: (479) 644-0946
 Office: (479) 846-8500

Owner/Operator/Photographer – What My Eyes Have Seen Photography Studio

Innovative and creative photographer focused on excellence in portrait, commercial, and event photography. Hard working, team builder with over 20 year's business experience. Resourceful and capable of problem solving managerial concerns. Proven sales, customer satisfaction and marketing experience. Maintained an accomplished career based on a history of setting and achieving financial, training and human resource goals while maintaining the highest level of integrity and work ethics. Maintaining good relationships with clients and factory representatives.

Advance Photography Skills
 Detail Oriented
 Labor/Menu Price Structuring

Customer Focused
 Marketing and Sales Strategist
 Efficiency/Productivity Analysis

Product Oriented
 Staff Technical Training
 Time/Speed Focused

Professional Experience

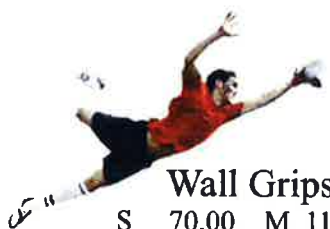
What My Eyes Have Seen Studio/Gallery Owner/Operator Best Motor Company Fixed Operations Manager Helms Lincoln-Mercury Service Consultant Helms Chevrolet Detail Manager	October 2007-Present October 1997-2007 September 1995-1998 Part Time 1990-1994 Full Time 1994-1995
---	--

October 1998 hired as a Service Consultant. 1999 became GM certified as a Service Consultant and led the department in sales. 2000 promoted to Dispatch and still wrote service while maintaining the role as departmental sales leader. 2001 promoted to Shop Controller and assumed responsibility of the entire department's productivity. 2003 promoted to Service Manager and achieved GM Service Manager Certification. 2004 was awarded top honors in GM Service Guild and GM Mark of Excellence programs for 2003. 2004 promoted to Fixed Operations Manager. Worked as Fixed Operations Manager until resigning in 2007 to open What My Eyes Have Seen Photography Studio. During those years I was responsible for training, facility maintenance, liaison for telecommunications, computer networking, computerized facility HVAC system, web page development and maintenance, marketing strategies, creative director and graphic design. As owner of What My Eyes Have Seen I was granted an exclusive invitation to sell my artwork in the Oh My Geddard Gallery in Branson, MO. I have earned and maintained national clients that use our photography to represent their corporations. We have successfully planned and managed advertising campaigns and editorial shoots for local businesses. We travel worldwide to shoot artwork, portraits and events. We utilize all professional photography equipment and software and are proficient in their applications.

Education Related to Curriculum

2009-2010 New York Institute of Photography
 1999-2006 GM Certified Service Advisor
 2003-2006 GM Certified Technician
 2003-2006 GM Certified Service Manager
 2004-2006 GM Certified Fixed Operations Manager

- Certificate of Completion: New York Institute of Photography
- GM Service Manager, Service Advisor and Service Technician Certification
- Attended National Automotive Dealer Associations Meetings and Events
- Participated in the Northwest Arkansas GM Local Marketing Group
- Attended GM Training Seminars and Events



Wall Grips

S 70.00 M 110.00
 L 130.00 XL 150.00



**WHAT MY EYES HAVE SEEN
 PHOTOGRAPHY**

479.846.8500
 115 E. BUCHANAN
 PRAIRIE GROVE, AR. 72753
 WWW.WHATMYEYESHAVESEEN.COM



Bag Tag
 \$17.00



Wallet Magnets
 (2) \$15.00

Photo Menu



Front



Back

Trading Cards
 (18) \$17.00



Memory Mate
 \$15.00



Dog Tags
 \$15.00



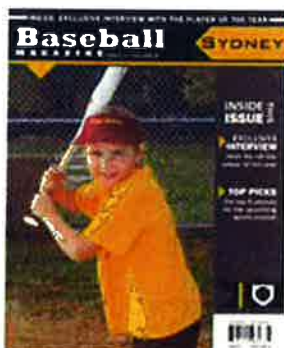
Plaques
 8x10 \$35.00



Portraits
 5x7 \$5.00
 8x10 \$12.00
 11x14 \$25.00



Posters
 11x17 \$20.00 18x24 \$125.00
 16x20 \$35.00 24x36 \$250.00



Magazine Cover
 \$10.00



Wallets
 (4) \$8.00
 (8) \$10.00



**iPhone & Galaxy
 Cases**
 \$25.00



Sports Tickets
 (5) \$10.00



5x7 Trader Portrait
 \$5.00



Clipboards
 \$36.00



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 115 E. BUCHANAN
 PRAIRIE GROVE, AR. 72753
 WWW.WHATMYEYESHAVESEEN.COM

Office Use
INVOICE NUMBER _____

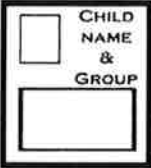
TEAM NAME _____
JERSEY NUMBER _____


IMAGE NUMBER _____

CONTACT INFO

CHILD'S NAME _____ **GRADE** _____ **AGE** _____
PARENT CONTACT _____
EMAIL ADDRESS _____
PHONE _____

PACKAGE A
 MEMORY MATE 8X10
 & 1 IND 5x7 19.99

INDIVIDUAL PICTURE → 

GROUP PICTURE → 

PACKAGE B
 MEMORY MATE
 2 5x7'S (SAME IMAGE)
 8 WALLETS
 29.99

PACKAGE C
 MEMORY MATE
 2 5x7'S (SAME IMAGE)
 8 WALLETS
 2 MAGNETS
 11x17 POSTER
 49.99

ULTIMATE VALUE PACKAGE
 MEMORY MATE
 2 5x7 TRADER PORTRAITS
 16 WALLETS
 (12) TRADING CARDS
 16x20 POSTER
 2 MAGNETS
 BAG TAG
 99.99

MAGNET SPECIAL
 2 MAGNETS
 1 5x7 TRADER PORTRAITS
 8 WALLETS
 11x17 POSTER
 1 5x7 TEAM PORTRAIT
 39.99

TRADING CARD SPECIAL
 TRADING CARDS (12)
 1 5x7 TRADER PORTRAIT
 SPORTS TICKETS (5)
 8 WALLETS
 1 5x7 TEAM PORTRAIT
 39.99

BIG POSTER SPECIAL
 16x20 POSTER
 2 5x7 TRADER PORTRAITS
 8 WALLETS
 SPORTS TICKETS (5)
 59.99

ITEMS A LA CARTE

8x10 MEMORY MATE	16.00
16x20 POSTER	37.00
11x17 POSTER	22.00
11x14 PORTRAIT	25.00
8x10 PORTRAIT	12.00
5x7 PORTRAIT	6.00
5x7 TRADER PORTRAIT	6.00
4 WALLETS	8.00
8 WALLETS	10.00
12 TRADER WALLETS	14.00
2 5x7 PORTRAITS	12.00
1 5x7 & 4 WALLETS	12.00
TRADING CARDS (12)	17.00
MAGAZINE COVER	12.00
SPORTS TICKETS (5)	12.00
2 MAGNETS	15.00
BAG TAG	17.00
CLIPBOARD	36.00
DOG TAGS	15.00
8x10 PLAQUE	35.00
WATER BOTTLE PLASTIC	13.00
WATER BOTTLE ALUMINUM	26.00
IPAD CASE MINI	29.00
IPAD CASE 2/3/4	35.00
IPHONE CASE 4/4s /5	25.00
GALAXY SIII CASE	28.00
STAND UP CURVE 5x7L	29.00

WALL GRIPS

12x18 SMALL	70.00
32x48 LARGE	130.00

SUB TOTAL _____
TAX 9.5% _____
TOTAL _____
PAYMENT METHOD _____



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WWW.WHATMYEYESHAVESEEN.COM

Financial Proposals

Proposal 1: We propose to pay the City of Fayetteville 5% of our gross sales and provide each player and their coach with a free team picture. With the economic struggles families are facing, we began providing a free team picture to every player, regardless of their ability to order individual pictures. This program has been well received by coaches, parents and players. Not only does it add value to the league program as a whole, but it encourages all players to show up for picture day. We feel it is an effective way for our company to serve the families in our community and generate revenue for the City of Fayetteville. This proposal offers a responsible alternative to excluding families from participating in picture day, who can not afford the service.

Proposal 2: We propose to pay the City of Fayetteville 10% of our gross sales. We will provide two free team pictures per team for the head and assistant coaches.

Both proposals are revenue generating plans for the City of Fayetteville. Neither will require a cost from the City of Fayetteville. We are available to shoot both fall and spring which will provide the opportunity for increased revenue for the City of Fayetteville, without incurring cost.

As the owners of What My Eyes Have Seen Photography, Brian or Jenny Stark have full authority to conduct all negotiations regarding the business contract details between What My Eyes Have Seen Photography and the City of Fayetteville.

Jenny Stark
Owner

Brian Stark
Owner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 8/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

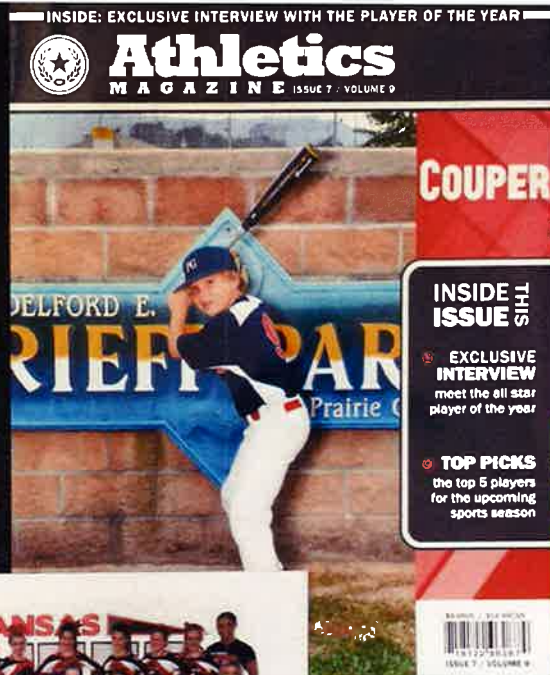
PRODUCER Paul E Dunn Insurance Agency Inc. 1722 N Gregg Avenue Fayetteville AR 72703	CONTACT NAME: PHONE (AC, No, Ext): 479-687-0070 FAX (AC, No): 479-687-0080 E-MAIL: pauldunn@ins7.kcaco.com ADDRESS:
INSURED BRIAN STARK DBA WHAT MY EYES HAVE SEEN 14886 PRAIRIE GROVE LAKE RD PRAIRIE GROVE, AR 72753-8996	INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIODS INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURANCE	POLICY NUMBER	POLICY BKT (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		70-228883	11/23/12	11/23/13	EACH OCCURRENCE \$600,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (As described) \$300,000	
	<input checked="" type="checkbox"/> CLAIMS MADE	<input checked="" type="checkbox"/> OCCUP				VEH EXP (Any one person) \$10,000	
						PERSONAL & ADV INJURY \$800,000	
						GENERAL AGGREGATE \$500,000	
						PRODUCTS COMPAG AGG \$500,000	
	GEN L AGGREGATE LIMIT APPLIES PER POLICY						\$
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS				OWNERS SINGLE CAR (As accident) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				SOLEY RENT (As accident) \$	
	<input type="checkbox"/> HIRED AUTOS					SOLEY INURY (As accident) \$	
						PROPERTY DAMAGE (As accident) \$	
						\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROMOTIONARY EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						
	If "N", describe under DESCRIPTION OF OPERATIONS below						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 901 Additional Remarks Schedule, if more space is required)							

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE





THE CITY OF FAYETTEVILLE, ARKANSAS

www.accessfayetteville.org

CONTRACT

Reference: RFP 13-12, Parks Program Photographer

Contractor: What My Eyes Have Seen Photography

Term: 1 year with 4 automatic renewal options

THIS AGREEMENT, made and entered into this 20th day of August, 2013, by and between the City of Fayetteville for the use and benefit of the Fayetteville Parks and Recreation Division, hereinafter called CITY, and **What My Eyes Have Seen Photography**, hereinafter called PHOTOGRAPHER, Witnesseth:

1. Affected Programs and Responsibilities. This contract shall be effective for the following City recreational programs: girls youth softball, youth fall and spring soccer, and other events as requested by Parks and Recreation Staff. Photographer shall be responsible for all aspects of the process including, but not limited to: A. Contacting Parks and Recreation to obtain schedules and list of teams/coaches for said program. B. Distributing photograph information to every team/coach in the program, including photographer contact information and schedule of team pictures. C. Rescheduling team pictures in the event of inclement weather or insufficient number of team members at scheduled time. D. Handling all exchanges of money in relation to photographs and photograph purchases. E. Delivering all purchased photographs and related items within 30 (thirty) days of customer purchase. All services shall be done in a timely manner to insure all participants are photographed before the conclusion of the season. F. All other responsibilities or tasks that are necessary for program participants who choose to make purchases from photographer.

2. Term. This contract shall commence on the date approved by the Fayetteville City Council and shall extend for a period of twelve (12) months. Upon agreement of both parties, the agreement shall have the option to automatically renew for an additional four (4) single one year terms, resulting in a total possible contract term of five (5) years.

3. Payment/Report. Photographer agrees to pay City an amount equal to TEN (10) percent of all gross sales of photographs (and all items related to photographs, including but not limited to posters, cards, stickers, key chains, etc.) no later than twenty (20) working days following the final day of each program. In addition to the payment, photographer shall include a program report indicating how many participants purchased photos or photo-related items, and which specific packages (in terms of cost) were purchased. The payment and program report shall be delivered to the Parks and Recreation Offices at 1455 Happy Hollow Road, Fayetteville, AR 72701. Any payments to City not made when due, shall bear interest after maturity at the maximum effective agreement rate which may be lawfully charged.

4. Records. The City shall have the right at all times to examine Photographer's books and records to verify correct payment. Any errors or omissions shall be adjusted.

5. Insurance. Photographer shall provide proof of worker's compensation as required by Arkansas Statute and liability insurance with a minimum coverage of:

\$300,000 for one person involved in death or injury

\$500,000 for two or more persons involved in death or injury

6. Bond. Photographer shall provide a \$25,000 bond for performance and payment of items in relation to this contract.

7. Rights and Duties of Photographer. Photographer agrees to:

A. Conduct said business as not to interfere with other uses or activities on the property.

B. Comply with all local, state and federal laws, rules, regulations, orders, guidelines, and/or directions, including, but not limited to, sales tax, and payroll tax.

C. All items as listed in item 1 of this document.

D. Awarded company shall not use pictures taken on behalf of this contract for marketing purposes without prior written consent of the subject or, in case subject is a minor, the legal parental guardians.

8. Rights and Duties of the City. The City shall:

A. Provide schedules, along with a team and coach list for specific program as requested by photographer.

B. Be available for contact from photographer with inquiries relating to program, but not necessarily for customers with inquiries relating to photographs, scheduled photograph times, or purchases made from photographer.

9. Default/Termination.

If the photographer defaults in payment, or if it violates any other covenants of this agreement, the City may terminate this contract. In the event that Photographer should default in the prompt payment or performance of any of its obligations as set forth herein, and in the event that it should become necessary for City to collect any past due payments or to enforce the other obligations of Photographer as set forth herein, by suit or otherwise, City shall be entitled (in addition to all other remedies to which it is entitled) to recover the costs and expenses of litigation. This contract may be canceled by either party with a 30 day written notice. However, cancellation can not be made by Photographer or City within a season, once the process of photographing participants has already begun for that specific season.

10. Miscellaneous.

A. All actions, whether sounding in agreement or in tort, relating to the validity, construction, interpretation, and enforcement of this agreement shall be instituted and litigated in the courts of the State of Arkansas.

B. Photographer hereunder shall not sell, sublet or assign this agreement or any portion thereof to any other person or persons.

C. Upon agreement by both parties, any part of this agreement may be changed which will benefit the operation of photographer. This agreement shall be amended only upon mutual written agreement signed by all parties.

IN WITNESS WHEREOF, the Parties, or their duly authorized officers, have executed this agreement the day and date first written above.

WHAT MY EYES HAVE SEEN PHOTOGRAPHY

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
SIGNATURE

LIONELD JORDAN, Mayor

Jenny Stark
Printed Name & Title

ATTEST:

ATTEST:

Company Secretary

Sondra Smith, City Clerk

Business Address

Date Signed: _____

City, State & Zip Code

Date Signed: _____