

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

THIS SERVICES CONTRACT, made and entered into this 12TH day of APRIL 2018, by and between the **City of Asheville**, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "City"), and **21CP Solutions, LLC** (a Wyoming based Limited Liability Company) hereinafter referred to as ("CONTRACTOR").

WITNESSETH:

Upon the terms and conditions hereinafter set forth, the City has requested and CONTRACTOR has agreed to furnish the City with services as set forth in this contract. The City and CONTRACTOR agree as follows:

A. TERMS AND CONDITIONS:

1. CONTRACTOR shall provide an **Independent Incident Assessment** as set forth more explicitly in **Exhibit A**.
2. The term of this contract shall be from March 27, 2018 to July 31, 2018.
3. The City will compensate the CONTRACTOR a maximum amount of \$87,500. The CONTRACTOR shall bill the City on a monthly basis. If the contract exceeds the aforementioned threshold, the City must amend or renew the contract in accordance with all applicable City policies.
4. The CONTRACTOR shall provide a timekeeping record of all hours worked and description of the duties performed during the hours worked. All timesheets shall be submitted to the City Manager or his or her designee for review and payment of services. These time sheets shall be submitted on a monthly basis. The City shall pay all invoices within thirty (30) days of submittal.
5. Any employees furnished by CONTRACTOR, pursuant to this contract, will be employees of CONTRACTOR, an independent contractor. CONTRACTOR will maintain complete control over the employees' conduct and will disburse all payrolls, taxes, license, insurances, uniforms and all other expenses incurred by CONTRACTOR in performing the terms of this contract.
6. **INSURANCE:** The CONTRACTOR agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, professional liability, workers' compensation and employer's liability with at least the minimum limits shown below. The CONTRACTOR shall furnish the City with certificates of insurance for each type of insurance described herein, with the City listed as Certificate Holder and as an additional insured on the CONTRACTOR's general liability policy and provide a waiver of subrogation on the CONTRACTOR's general liability and workers' compensation policies. In the event of bodily injury, property damage, or financial loss caused by CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's services performed under this Agreement, the CONTRACTOR's Liability insurance shall

be primary with respect to any other insurance which may be available to the City, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, the CONTRACTOR and CONTRACTOR's insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed until the CONTRACTOR has furnished to the City the above referenced certificates of insurance and associated endorsements, in a form suitable to the City. Upon request, the CONTRACTOR shall provide the City copies of their insurance policies.

Commercial General Liability: \$1,000,000 per occurrence
Professional Liability: \$1,000,000 per claim made
Workers' Compensation: Statutory
Employer's Liability: \$500,000

Certificate of Insurance lists City of Asheville, PO Box 7148, Asheville, NC 28802, as Certificate Holder.

7. CONTRACTOR shall indemnify, defend and hold harmless the City and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any negligent act or omission of the CONTRACTOR or any employee, agent or assign of the CONTRACTOR. This provision is not applicable to any claim arising out of or related to any active or primary negligence of or by City, its officers or employees.
8. Nothing herein shall be construed as a waiver on the part of the City to any defense of any claim, including, but not limited to the defense of governmental immunity.
9. The CONTRACTOR shall be properly licensed and skilled in his/her respective trade.
10. CONTRACTOR shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement, including but not limited to, equal opportunity employment laws, O.S.H.A., minimum wage and hour regulation, North Carolina State Building Code regulations and immigration laws.
11. CONTRACTOR shall maintain all fiscal records relating to this Agreement in accordance with Generally Accepted Accounting Principles, and shall maintain any other records pertinent to this Agreement in a manner so as to clearly document CONTRACTOR's performance. The City shall have a right to access the fiscal and other records of CONTRACTOR that are pertinent to this Agreement to perform examinations and audits. CONTRACTOR shall retain and keep accessible all the fiscal and other records for a minimum of three (3) years following final payment and termination of this Agreement, or until the conclusion of any audit or controversy related to this Agreement, whichever is later.
12. Notwithstanding anything to the contrary contained in the Agreement, the City and CONTRACTOR agrees and acknowledges that the City enters into this Agreement relying on the special and unique abilities of the CONTRACTOR to accomplish the project described in Exhibit A. CONTRACTOR accepts the relationship of trust and confidence established between them and the City by this Agreement. CONTRACTOR covenants with the City to use its best efforts. CONTRACTOR shall further the interests of the City

according to the City's requirements and procedures, according to the highest professional standards and in compliance with all applicable national, federal, state, municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

13. CONTRACTOR represents, covenants, and agrees that it has and will undertake no obligations, commitments, or impediments of any kind that will limit or prevent it from the timely completion of the project, loyally and strictly according to the best interests of the City. In case of any conflict between interests of the City and any other entity, CONTRACTOR shall fully and immediately disclose the issue to the City and shall take no action contrary to the City's interests.
14. CONTRACTOR is retained to provide information and advice to the City that includes confidential data, work product, and other privileged or confidential information that is protected under pertinent laws and City policies. In order to maintain the fact and appearance of complete objectivity, loyalty and professionalism, CONTRACTOR shall not, without prior written consent of the City, do any of the following:
 - a. Disclose any information obtained as a result of this contractual relationship to any third party;
 - b. Lobby any city agency on any pending matter while they are under contract to the City;
 - c. Make any public statement or appear at any time to give testimony at any public meeting on the subject matters with regard to which CONTRACTOR is or was retained by the City.

To the extent that the City provides written consent for the disclosure of information or authorizes the making of public statements, the City may impose such conditions upon such disclosure or communications as it thinks appropriate, and CONTRACTOR agrees to comply with those conditions. This provision shall not preclude CONTRACTOR from providing information to law enforcement officials outside the Asheville Police Department in connection with any criminal justice investigation. Where allowed by law, CONTRACTOR will provide the City notice of all inquiries by law enforcement agencies outside the Asheville Police Department.

15. CONTRACTOR represents, covenants, and agrees that all services furnished under this Agreement shall be of at least the standard and quality prevailing among highly competent professionals who perform work of a similar nature to the work described in this Agreement.
16. CONTRACTOR represents, covenants, and agrees that its work will be accurate and free from any material errors. CONTRACTOR additionally represents, covenants, and agrees that planning for the project will conform to all foreseeable uses thereof. City approval shall not diminish or release CONTRACTOR's duties, since the City is ultimately relying upon the CONTRACTOR's skill and knowledge.
17. CONTRACTOR shall participate in such meetings on the work required by this Agreement as the City requires. The City will give reasonable notice of any such requirement so that CONTRACTOR may schedule accordingly.
18. CONTRACTOR represents, covenants, and agrees to furnish efficient business administration and superintendence and perform the services required by this Agreement

in the best, most expeditious and most economical manner consistent with the interests of the City.

19. CONTRACTOR shall maintain all fiscal records relating to this Agreement in accordance with Generally Accepted Accounting Principles, and shall maintain any other records pertinent to this Agreement in a manner so as to clearly document CONTRACTOR's performance. The City shall have a right to access the fiscal and other records of CONTRACTOR that are pertinent to this Agreement for any purpose. CONTRACTOR shall retain and keep accessible all fiscal and other records for a minimum of three (3) years following final payment and termination of this Agreement, or until the conclusion of any audit or controversy related to this Agreement, whichever is later.

20. CONTRACTOR shall promptly pay all bills for labor and material performed and furnished by others in performance of the project.

B. TERMINATION AND MODIFICATION: This contract may be terminated by either party, with thirty (30) days prior written notice. Notice shall be served under this contract by registered mail, certified mail or by other means.

C. ENTIRE AGREEMENT: This agreement contains the entire agreement between the parties.

D. SEVERABILITY: Should any provision or provisions contained in this agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect.

E. GOVERNING LAW: This contract is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina.

F. ASSIGNABILITY: This contract is not assignable by either party without the prior written consent of the other party.

G. REQUIREMENTS OF CITY CONTRACTS:

1. CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. CONTRACTOR hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of CONTRACTOR, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

2. DRUG FREE WORKPLACE

The City is a drug-free workplace employer. By executing this contract, CONTRACTOR certifies that they and their subcontractors shall comply with the City's Drug Free Workplace policy. This policy may be viewed at the following:

http://ashevillenc-prod.civica.granicusops.com/departments/purchasing/drug_free_work_policy.htm

3. E-VERIFY EMPLOYER COMPLIANCE

By executing this contract, the CONTRACTOR and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes, certify they shall comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <http://www.uscis.gov/e-verify/employers>

4. MINORITY BUSINESS PLAN

The City of Asheville has adopted a Minority Business Plan to encourage participation by women and minority businesses in the award of contracts. CONTRACTOR is hereby notified that this contract is subject to the provisions of that Plan. It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) to prohibit any and all discrimination against persons or businesses in pursuit of these opportunities.

5. Notwithstanding any other provisions of this Agreement, if the City does not receive said funding for this Agreement from the City Council for any fiscal year applicable to this Agreement, then the City shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days' written notice documenting the lack of funding.

Contract Signature Page

Council Resolution # _____ (if applicable)

IN WITNESS WHEREOF, each party has caused this agreement to be executed by its duly authorized official as of the day and year written below.

The Department Director by Written Approval conveys that this contract has been reviewed and presented for approval by the City of Asheville.

[Signature] DATE 4-19-18
Department Director

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature] DATE 4-20-18
Chief Financial Officer

CFO Designee
Frank McGowan
Financial & Strategic
Services Manager

City Manager's signature, if required
Attest to:

Magdalen Boulton BY: [Signature] DATE 4/24/18
City Clerk CITY OF ASHEVILLE
City Manager

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid, certify that Magdalen Boulton, personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its City Manager and attested by herself as its City Clerk.

Witness my hand and notarial seal this 24th day of April, 20 18

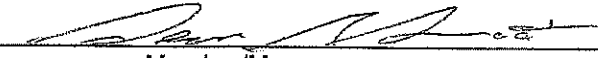
SARAH TERWILLIGER
NOTARY PUBLIC
Buncombe County
North Carolina
My Commission Expires Nov. 14, 2018

Notary Public [Signature]
Printed Name: Sarah Terwilliger

My Commission Expires: 11/14/18

LIMITED LIABILITY CORPORATION (LLC) FORM

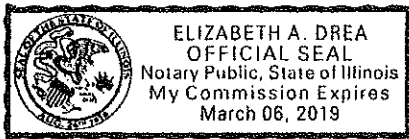
BY: 21st Century Policing, LLC (a/d/b/a 21CP Solutions, LLC - WY Trademark Registered)
Name of Limited Liability Corporation

Signature: 
Member/Manager

STATE OF Illinois
COUNTY OF Sangamon

I, Elizabeth A. Drea, Notary Public for said County and State do hereby certify that
SEAN M. SMOOT, Member/Manager of 21st Century Policing LLC, a limited liability company,
personally appeared before me this day and acknowledged the due execution of the foregoing instrument
on behalf of the company.

Witness my hand and notarial seal this 18th day of April, 2018



Notary Public
Printed Name: Elizabeth A. Drea
My Commission Expires: March 6, 2019

21CP Solutions, LLC
332 S Michigan Ave
Suite 1032 - T615
Chicago, Illinois 60604-4434
(844) 767-2127 (844) SOS-21CP

PROPOSAL FOR CONSULTING SERVICES

CITY OF ASHEVILLE, NC POLICE DEPARTMENT

POLICY AND PROCEDURE REVIEW RELATED TO THE JOHNNIE JERMAINE RUSH ARREST

SUBMITTED TO: CHIEF OF POLICE TAMMY HOOPER

City of Asheville
Police Department
100 Court Plaza
Asheville, NC 28801

Scope of Work

21CP Solutions, LLC proposes to conduct a policy and procedure review of the Johnnie Rush arrest including, but not limited to, a review of the incident that gave rise to arrest, the tactics utilized in affecting the arrest, the police department response, the city management response, and the community response. We will conduct this project in 3 phases:

Phase I — All work described below shall be completed on or before May 31, 2018.

21CP Solutions, LLC will provide the following services:

1. Comprehensive review of implicated Asheville PD policies and procedures including site visit.
 - 21CP Principal Consultants will review all department documents related to the incident, including reports, memoranda, written policies, general orders, written procedures and training guides/outlines related to use of force
 - 21CP Principals will lead a site visit team to meet directly with the Chief of Police, Department Training Coordinator, supervisory staff and officers.
 - 21CP staff will identify gaps in policy, procedure, training, or department custom that are inconsistent with Constitutional policing, national best practices and the policing philosophy adopted by the Asheville PD.

21CP Solutions, LLC
332 S Michigan Ave
Suite 1032 - T615
Chicago, Illinois 60604-4434
(844) 767-2127 (844) SOS-21CP

Phase II — All work described below shall be completed on or before June 30, 2018.

21CP Solutions, LLC will provide the following services:

2. Comprehensive review of response to circumstances surrounding the arrest of Johnnie Rush.
 - 21CP Principals will conduct a 2nd site visit to review the police department's internal response to the arrest of Johnnie Rush including a review of the department's investigation and reporting procedures.
 - 21CP Principals will also conduct a review of the response of the Office of the City Manager to the arrest of Johnnie Rush including a review of any internal communication and out-facing public response on behalf of the City and/or the PD.

Phase III — All work described below shall be completed on or before July 31, 2018. 21CP

Solutions, LLC will provide the following services:

3. Presentations — In Person
 - 21CP Principals will meet with the Chief of Police, Command Staff and other PD personnel (at the Chiefs discretion) to present and explain findings and recommendations.
 - 21CP Principals will conduct a presentation to the City Council (privately or publicly) to present and explain findings and recommendations.
 - 21CP Principal Consultants will conduct a public presentation aimed at familiarizing the community and public officials with the findings and recommendations. These final two presentations will be designed to dovetail with a presentation by the police department explaining to the public and elected officials the steps that the department has taken and will take to respond to findings and implement any recommendations.

21CP Solutions, LLC will undertake this project on an immediate basis and is prepared to begin work as soon as the parties agree upon terms. We understand that time is of the essence for the City, the PD, and the community at large. We anticipate that, assuming speedy contract execution, this project can be completed on or before July 31, 2018.

The described scope of work will be performed for \$87,500.00. This price will include all work performed by 21CP Principals and staff, all costs associated with performing that work including travel, supplies, meals, incidentals, and customary business expenses.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/11/2018

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 have **ADDITIONAL INSURED** provisions or 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 TROXELL 214 South Grand Ave West P.O. Box 3757 Springfield IL 62704	CONTACT NAME: Kate Halford PHONE (A/C, No, Ext): (217) 528-7533 E-MAIL ADDRESS: khalford@troxellins.com	FAX (A/C, No): (217) 528-1041
	INSURER(S) AFFORDING COVERAGE	
INSURED 21st Century Policing, LLC a/d/b/a 21 CP Solutions, LLC 332 S. Michigan Ave Suite 1032-T615 Chicago IL 60604-4366	INSURER A: Ohio Security Ins Co	
	INSURER B: RLI Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL178720324

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BLS(18)57293322	07/06/2017	07/06/2018	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
							MED EXP (Any one person)	\$ 15,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS(18)57293322	07/06/2017	07/06/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWS(18)57293322	07/06/2017	07/06/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	\$ 500,000
								E.L. DISEASE - EA EMPLOYEE	\$ 500,000
								E.L. DISEASE - POLICY LIMIT	\$ 500,000
B	Professional Liability			RTP0011512	11/15/2017	11/15/2018	Each Occurrence	\$1,000,000	
							General Aggregate	\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Asheville is additional insured in regards to general liability on a primary & non contributory basis with a waiver of subrogation per written contract subject to the terms, conditions, and exclusions in the policy.

CERTIFICATE HOLDER**CANCELLATION**
 City of Asheville
 PO Box 7148

Asheville

NC 28802

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

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City of Asheville's Review of NC State Treasurer's Divestment Lists

Contract

Direct Payment/Check Request (For Invoices over \$1000 and under \$5,000 without a PO or Contract)

Bid/RFP/RFQ Number: _____

Contract Number: 91800353

Name of Vendor or Contractor: 21 CP SOLUTIONS, INC.

Iran Divestment Act (IDA) required by N.C.G.S. 147-86.60 and Divestment from Companies Boycotting Israel required by N.C.G.S. 147-86.82

As of the date listed below, the vendor or contractor named above is not listed on the Iran Final Divestment List or the Companies Boycotting Israel Final Divestment List published by the State Treasurer pursuant to N.C.G.S. 147-86.60 and 147-86.82.

The undersigned hereby confirms that he or she has acknowledged the vendor or bidder named above is not on the NC Treasurer's Iran Final Divestment List or the Companies Boycotting Israel Final Divestment List as of this date.


Signature

4/13/18
Date

LORA SEPLON
Printed Name

CONTRACTS ADMINISTRATOR
Title

PURCHASING DIV.
Department

Notes to persons signing this form:

N.C.G.S. 147-86.60 prohibits local governments from contracting with a company included on the Treasurer's Iran Final Divestment List. N.C.G.S. 147-86.82 prohibits local governments from contracting with a company included on the Treasurer's Companies Boycotting Israel Final Divestment List. Review of these lists is required at the following times:

- When a contract is entered into
- When a contract is renewed, assigned, or amended

This form is not required for any inter-governmental agency agreements.
This form is required for all contracts and all direct payments over \$1,000.

The State Treasurer's Iran Final Divestment List, Iran Parent and Subsidiary Guidance, as well as Other Divestment Policies, and Companies Boycotting Israel Final Divestment List can be found on the State Treasurer's website ([Divestment Act Resources](#) page) and will be updated annually.