

☒ New Contract OR ☐ Change Order (Indicate the type of Change Order below)  
☐ Project Duration ☐ Funding Change ☐ Scope Change ☐ Amending Terms ☐ Multi-year Contract Renewal  
 Date: 03/30/2020 Department: Police Contract # 92000409 Change Order # \_\_\_\_\_  
 Vendor Name: Critical Incident Videos, LLC Project Description: Critical incident video production  
 Original Contract \$ 5,000 Prior Change \$ \_\_\_\_\_ Amount CO \$ \_\_\_\_\_ New Total Contract \$ 5,000  
 COA staff managing project: Elise Lewis Phone: 828-259-5599 Contingency \$ \_\_\_\_\_

**Contract Checklist to be completed by Dept.**

*Choose one from below*

<input checked="" type="checkbox"/> Signed/Notarized from Vendor	<input checked="" type="checkbox"/> E-Verify	<input checked="" type="checkbox"/> City standard contract template
<input checked="" type="checkbox"/> Signed by Dept. Director	<input checked="" type="checkbox"/> Divestment List Review Form	<input type="checkbox"/> Standard COA AIA contract (A/B 101)
<input checked="" type="checkbox"/> Entered in Munis	<input checked="" type="checkbox"/> Certificate of Insurance	-OR-
<input checked="" type="checkbox"/> Contract # on ALL Documents	<input checked="" type="checkbox"/> All Attachments/Exhibits, Resolution if required, attached & properly labeled	<input type="checkbox"/> Vendor's contract or other template

**Asheville Business Inclusion Office** (required for contracts \$30 K and greater and **ALL professional services** falling under NCGS 143-64.31 unless a QBS exemption is obtained; outreach strongly encouraged for projects under \$30 K if possible.) Business Inclusion Outreach requirements have been fulfilled and this contract is recommended for award.

**Business Inclusion Coordinator** \_\_\_\_\_ Date: \_\_\_\_\_

☐ Email approval attached

**Department**

Contract/Change Order has been reviewed and is recommended for approval.

Department Director:  Date: 3/30/20

**Risk Management**

The document has been reviewed by the Risk Management Department and the appropriate insurance coverage has been provided.

Risk Management Director: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Email approval attached

**Budget**

The expenditures in the attached contract documents have been fully provided for in the current annual or capital budget.

GL Account Code: \_\_\_\_\_ Total GL Contract Amount: \_\_\_\_\_

Budget/Research Director: \_\_\_\_\_ Date: \_\_\_\_\_

**Finance**

This document has been reviewed by Finance. Please Note: Include a pre-audit statement on the contract/agreement.

☐ No Change in Munis

Finance Director (or designee): \_\_\_\_\_ Date: \_\_\_\_\_

**Legal** (required over \$30k) Note: Change orders amending contracts for project duration OR allocating funds only DO NOT require legal review.

This document has been reviewed by the City Attorney's Office and is ready for City Manager Signature.

Legal Dept.: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Contract pre-reviewed by Legal email approval attached ☒ Standard COA AIA Contract A/B-101 - No Changes Made

WHEN ROUTING IS COMPLETE, RETURN THIS CONTRACT TO: Elise Lewis PHONE: 828-259-5599

Contract No. 92000409  
Funding No. 11000120:521001

**CONTRACT (\$5,000 less than \$30,000)**

***Department Directors have authority to approve contracts less than \$30,000. Each department is still required to do any necessary review approvals which apply.***

STATE OF NORTH CAROLINA \$5,000

COUNTY OF BUNCOMBE

This contract, made and entered this day of April 1st, 2020, by and between the City of Asheville, a municipal corporation organized and existing under the laws of North Carolina (hereinafter referred to as "City") and Critical Incident Videos, LLC, hereinafter referred to as "Contractor").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the contractor agrees to the following:

1. Contractor shall furnish all labor, material, equipment, supervision and permits as necessary to perform the work described in Exhibit A, attached hereto and made a part hereof. It is further agreed that the Contractor will perform the work in accordance with Exhibit B, City of Asheville Terms and Conditions, attached hereto and made a part hereof.
2. The Contractor further agrees that this agreement requires written approval by the City of Asheville before Authorization to proceed is granted.
3. Upon satisfactory completion of the work and acceptance by the City, the City shall pay the Contractor the monetary sum written in Exhibit A for the work described in Exhibit A, attached hereto and made a part hereof unless stated differently in writing.
4. This Contract incorporates Exhibit A (Scope of Work), Exhibit B (City of Asheville Terms and Conditions) and the Contract Signature Page.

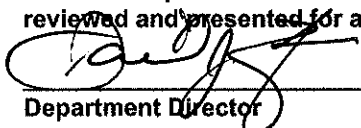
ATTACHMENTS: Exhibit A (Scope of Work), Exhibit B (City of Asheville Terms and Conditions) and the Contract Signature Page.

## Contract Signature Page

Contract #92000409

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

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

 DATE 3/30/20  
Department Director

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

\_\_\_\_\_  
DATE \_\_\_\_\_  
Chief Financial Officer

City Manager's signature, if required  
Attest to:

CITY OF ASHEVILLE

\_\_\_\_\_  
BY: \_\_\_\_\_ DATE \_\_\_\_\_  
City Clerk

City Manager

(Corporate Seal)

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\*\*\*\*\*  
**LIMITED LIABILITY CORPORATION (LLC) FORM**  
\*\*\*\*\*

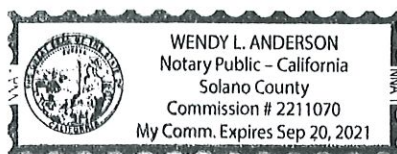
BY: Critical Incident Videos, LLC  
Name of Limited Liability Corporation

Signature: Lauram Darnon  
Member/Manager

STATE OF CALIF  
COUNTY OF SOLANO

I, Wendy Anderson, a Notary Public for said County and State do hereby  
certify that Lauram Darnon, Member/Manager of Critical Incident Videos 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 27 day of March, 2020



Notary Public

Printed Name:

My Commission Expires:

Wendy Anderson  
Wendy L Anderson  
09/20/2021

## **EXHIBIT A – SCOPE OF WORK**

Critical Incident Videos LLC will act as a technical expert for producing a critical incident video or any other video production project requested by the Asheville Police Department. See attached for detailed scope of work.

## **EXHIBIT A – SCOPE OF WORK**

The Asheville Police Department desires to retain Critical Incident Videos to provide certain professional services in connection with that certain project, utilizing Critical Incident Videos to act as a technical expert for producing a critical incident video or any other video production project requested by the Police Department.

Critical Incident Video agrees to provide consultant services for the City's Police Department. Critical Incident Video will provide consultant services for projects as determined by the Police Department.

The Police Department shall articulate its needs to Critical Incident Videos to determine the scope of each individual project, including what it would like to include in the video, how long it believes the video should be, and what should be redacted or blurred for privacy reasons or in accordance with state and federal law. The Police Department will review the critical incident video to ensure accuracy, context and compliance with all relevant laws. The Police Department takes full responsibility for assuring the video produced and the manners of dissemination and publication comply with any and all applicable laws and regulations and that it accurately represents what happened. The Police Department will communicate and respond to Critical Incident Video staff through email, telephone or in person.

The Police Department agrees to pay \$350 an hour for each hour spent on the specific project, including but not limited to telephone calls and emails between the Police and Critical Incident Videos staff, research associated with the project, providing technical support to put a critical incident video together, process of downloading body worn camera footage (provided a court order was granted), and arranging the critical incident video into a format that can be distributed to the public. Fees may be reasonably incurred by Critical Incident Videos as they directly relate to the work of the specific video project. Both parties agree that the fees and costs spent on any specific project shall be capped at \$5,000, unless authorized in writing by the Police Department that Critical Incident Videos may exceed that amount with an agreed to total price cap for the project. Critical Incident Videos shall not incur any outside expenses on behalf of the Police Department, such as the costs of legal and accounting fees, unless such expenses have been specifically authorized by the Police Department in writing in advance. If the Police Department approves any outside expense then the Police Department shall reimburse the video production consultant for such. The fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by Critical Incident Videos.

The Police Department acknowledges that Critical Incident Videos will not keep copies of any work product provided by the Police Department. All materials and information provided will be destroyed upon completion of each project. The original final product will be provided to the Police Department and the Critical Incident Videos will only retain a copy of the final video provided.

The Police Department and Critical Incident Videos shall agree in writing to any changes in compensation and/or changes in services before commencement of any work. Payment will be paid within thirty (30) days of receiving the invoice after the project work is completed. Payment shall be sent to 3069 Alamo Drive #122, Vacaville, CA, 95687 and made payable to Critical Incident Videos.

This contract will remain active until March 31, 2021. The Police Department may give thirty (30) days written notice to Critical Incident Videos, terminating this agreement in whole or in part at any time, either for the Police Department's convenience or because of the failure of Critical Incident Videos to fulfill its contractual obligations or because of Critical Incident Videos change of its assigned personnel on the project without prior Police Department approval. Upon receipt of such notice, Critical Incident Videos shall:

- 1) Immediately discontinue all services affected (unless the notice directs otherwise); and
- 2) Deliver to the Police Department all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced in performing work under this agreement, whether completed or in process.

1. **SCOPE OF WORK:** CONTRACTOR shall provide the service as set forth in **Exhibit A**. If there are any terms in **Exhibit A** that conflict with the terms in **Exhibit B**, the terms in **Exhibit B** take precedent and shall control.

2. **TERM:** The term of this Agreement shall be until the project is completed or as set forth in **Exhibit A**.

3. **COMPENSATION:** The City will compensate the CONTRACTOR as set forth in **Exhibit A and/or the Agreement**. The agreed upon amount shall not be exceeded, unless the City amends or renews the Agreement in accordance with all applicable City policies.

4. **TIME KEEPING:** If applicable, 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 Department Director 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. **EMPLOYEES OF CONTRACTOR:** Any employees furnished by CONTRACTOR, pursuant to this Agreement, will be employees of CONTRACTOR, an independent contractor. CONTRACTOR will maintain complete control over the employees' conduct and will disburse all payrolls, taxes, licenses, insurances, uniforms and all other expenses incurred by CONTRACTOR in performing the terms of this Agreement.

6. **INSURANCE:** The CONTRACTOR agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, and umbrella coverage 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
Commercial Auto Liability:	\$1,000,000
Excess (Umbrella) Liability:	\$1,000,000
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. **HOLD HARMLESS / INDEMNITY:** CONTRACTOR shall indemnify and hold harmless the City and its subsidiaries, divisions, officers, directors and employees from all liabilities, losses, costs, claims, damages, expenses, attorney fees, judgments and awards that are proximately caused by the negligent acts or omissions of the CONTRACTOR or any employee, agent or assign of the CONTRACTOR.

The Contractor shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. The 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 the Contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA or the rules and regulations promulgated thereunder.

**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**



8. SKILL OF CONTRACTOR: The CONTRACTOR shall be properly licensed and skilled in his/her respective trade.

9. COMPLIANCE WITH OTHER LAWS: 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.

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

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

12. MISCELLANEOUS CONDITIONS: (a) This Agreement, along with referenced Exhibits, contains the entire Agreement between the parties. (b) 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. (c) This Agreement is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina. (d) This Agreement is not assignable by either party without the prior written consent of the other party.

13. RENEWAL: The City may elect to renew this Agreement for additional 3 twelve (12) month periods. In order to elect renewal, the City shall provide the CONTRACTOR with sixty (60) days written notice prior to the end of the current term of this Agreement. Upon receipt of this notice, the CONTRACTOR shall provide ten (10) days written notice to the City regarding whether or not it agrees to renew the Agreement and for what amount. The parties acknowledge that approval by the City Council may be required, based upon the amount to be paid for performance of the Agreement.

14. RIGHT TO AUDIT: 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.

15. NON APPROPRIATIONS: 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.

16. E-VERIFY EMPLOYER COMPLIANCE: By executing this Agreement, 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 Agreement 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>

17. 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](http://ashevillenc-prod.civica.granicusops.com/departments/purchasing/drug_free_work_policy.htm)

18. IRAN DIVESTMENT and ISRAEL BOYCOTT: City of Asheville staff are responsible for verifying that the bidder/contractor is not listed on the Iran Divestment List or the Companies Boycotting Israel Final Divestment list published by the NC State Treasurer pursuant to N.C.G.S. 147-86.60 and 147-86.82. The City shall not contract with any company or their affiliates listed on these divestment lists.



Contract #92000409

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

03/24/2020

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).

<b>PRODUCER</b> Johnson Insurance Services Ronald Johnson 1700 N Broadway Ste 380 Walnut Creek CA 94596-4140	<b>CONTACT NAME:</b> Ronald Johnson <b>PHONE (A/C, No, Ext):</b> 925-930-6800 <b>FAX (A/C, No):</b> 925-930-6840 <b>E-MAIL ADDRESS:</b> rjohnson4@farmersagent.com
<b>INSURED</b> Critical Incident Videos LLC Laura Deason 3069 Alamo Dr. #122 Vacaville CA 95687	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Northfield Insurance Co. <b>INSURER B:</b> Hiscox Ins. Co. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**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 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			WS304193	05/17/2019	05/17/2020	EACH OCCURRENCE	\$ 1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
		GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY			WS304193	05/17/2019	05/17/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	SCHEDULED AUTOS							\$
	NON-OWNED AUTOS							\$
								\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
								\$
	DED						WC STATU-TORY LIMITS	OTH-ER
	RETENTION \$						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	If yes, describe under DESCRIPTION OF OPERATIONS below							
B	PROFESSIONAL LIABILITY/CYBER LIABILITY			MPL4159993	05/17/2019	05/17/2020	GENERAL AGGREGATE-\$1,000,000	
							PER OCCURRENCE-\$1,000,000	

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

Blanket Additional Insured, Primary and Contributory plus Waiver of Subrogation applies to General Liability per attached endorsements.

**CERTIFICATE HOLDER****CANCELLATION**

Ashville Police Department  100 Court Plaza Ashville NC 28801	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 RONALD JOHNSON - Agent
--	---

ACORD 25 (2010/05)

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT OF OTHER INSURANCE CONDITION -  
PRIMARY INSURANCE FOR ADDITIONAL INSURED**

\*This endorsement is **EFFECTIVE** 05/20/2019

\*and is part of Policy Number: WS304193

\*issued to: Critical Incident Videos

\*Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Designated Additional Insured**

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss., .

**Designated Premises**

3069 Alamo Dr #122  
Vacaville, CA 95687

**PROVISIONS**

The following is added to Paragraph 4.a., **Primary Insurance**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary insurance for the person or organization shown as the Designated Additional Insured in the Schedule, but only to the extent that such person is an Additional Insured. If a Designated Premises is also shown in the Schedule, then the primary insurance for the Designated Additional Insured applies only with respect to liability arising from such Designated Premises.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (NON-CONTRACTORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **PROVISIONS**

**1. The following is added to SECTION II - WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage";
- b. If, and only to the extent that, the injury or damage is caused by your acts or omissions in the performance of your ongoing operations to which that "written contract requiring insurance" applies or by the acts or omissions of any person or organization performing such ongoing operations on your behalf; and
- c. Subject to the following limitations and conditions on the insurance provided to the additional insured:
  - (1) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to the limits of liability required by that "written contract requiring insurance" and will not increase the limits of insurance described in **SECTION III - LIMITS OF INSURANCE**.
  - (2) The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that other insurance. But the insurance provided to the additional insured still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such other insurance.
  - (3) The insurance provided to the additional insured does not apply to:
    - (a) Any person or organization for which coverage as an additional insured specifically is scheduled by attachment of an endorsement under this Coverage Part, or for whom you have purchased an Owners And Contractors Protective Liability policy;
    - (b) Any person or organization who distributes or sells "your product" in the regular course of that person's or organization's business with respect to liability arising out of "your products";
    - (c) Any person or organization from whom you have acquired "your product", or any ingredient, part or container entering into, accompanying or containing such product with respect to liability arising out of "your product";
    - (d) Any premises owner, manager or lessor with respect to liability arising out of the ownership, maintenance, or use of that part of any premises leased to you;
    - (e) Any equipment lessor with respect to liability arising out of the maintenance, operation or use of equipment leased to you by such equipment lessor;

- (f) The independent acts or omissions of such additional insured; or
- (g) "Bodily injury" or "property damage" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
  - (i) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
  - (ii) Supervisory, inspection, architectural or engineering activities.

2. The following is added to the **DEFINITIONS** section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" or "property damage" occurs:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the written contract or agreement.

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

Contract 92000409

Direct Payment/Check Request (For Invoices over \$1,000 and under \$5,000 without a PO or Contract)

Bid/RFP/RFQ Number:

Contract Number: 92000409

Name of Vendor or Contractor: Critical Incident Videos, LLC

---

## 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.

---

Please type in your Name, Title, Department, and Date in the space below

Elise Lewis, Financial Business Manager, Police

03/30/2020

---

*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 and Do-Not-Contract Rules page) and will be updated annually.

Iran Divestment Act (IDA) and Divestment from Companies Boycotting Israel Review

\*Temporary electronic use. No physical signature required.



----- Forwarded message -----

From: **Dawa Hitch** <[dhitch@ashevillenc.gov](mailto:dhitch@ashevillenc.gov)>

Date: Tue, Mar 10, 2020 at 11:37 AM

Subject: Re: critical incidents communication

To: Captain Jackie Stepp <[jstepp@ashevillenc.gov](mailto:jstepp@ashevillenc.gov)>, David Zack <[dzack@ashevillenc.gov](mailto:dzack@ashevillenc.gov)>

Hi Jackie,

Thank you for sharing this with me. Wow! What a powerful tool. APD has CAPE's support 100%. Count on us to mobilize and assist with website posting and sharing APD's social media posts through the City of Asheville social media channels in whatever way APD deems best once the tool is up and running.

We can also standby to support Christina in developing a communication and engagement plan ahead of your go-live date. We can help with making connections to our populations that are often hard to reach as well as our neighborhood networks. I've heard from Neighborhood and Community Engagement Manager Brenda Mills that things are going well and that there is a good flow of information between her function and APD Community Liaisons and CROs.

Please let me know if you see other ways for us to support the department. We're here for you all.

Dawa

On Mon, Mar 9, 2020 at 3:05 PM Captain Jackie Stepp <[jstepp@ashevillenc.gov](mailto:jstepp@ashevillenc.gov)> wrote:

Hey Dawa, I know Christina mentioned this at your meeting last week but I would like to reach out to CAPE to ensure that APD has your support in a Critical Incident Video contract prior to moving forward with the contract. Chief Zack became aware of Laura Cole and her company at the IACP Conference in Chicago in October of 2019. After speaking with Laura and seeing the work they do, he implemented critical incident videos at his former department in Cheektowaga, NY. Because of the value that he sees in these videos and the level of transparency that is provided to the community during critical incidents, he wishes to implement this practice at APD.

The Critical Incident Videos contract will assist the APD in putting together a briefing that has context, as well as video and/or audio associated with the incident. This briefing can be used in a variety of areas including, but not limited to, dissemination to the media, website, and social media. It is important to note that this is not a video production company and will be completely objective.

The company is considered law enforcement experts and focuses on building relationships with the community with the key focus of transparency. Laura is associated with the California Police Chief Association and California State Sheriff's Association. She has put together approximately 30 videos since starting the company in July 2019.

When reviewing the below videos please remember that the State of NC does not currently allow us to release body worn camera footage without a court order. This is something Chief Zack is working on.

Below find two examples of videos that Laura's company has assisted with in the past year.

- <https://www.youtube.com/watch?v=bl4qB66UY10>
- [https://www.youtube.com/watch?v=AJD\\_RLpRlXQ&t=30s&has\\_verified=1](https://www.youtube.com/watch?v=AJD_RLpRlXQ&t=30s&has_verified=1)

Thank you and please let me know if you have any additional questions.

Captain Jackie Stepp  
Asheville Police Department  
Finance and Support Services Division  
828.259.5915 Office  
828.337.7478 Cell  
828.250.8783 Fax  
[jstepp@ashevillenc.gov](mailto:jstepp@ashevillenc.gov)

Integrity, Fairness, Respect and Professionalism

Confidentiality Notice: This e-mail message, including any attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized use, disclosure or distribution is prohibited.



Contract # 92000409

Description Critical Incident Videos - Video production

## 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.

  
Signed via SeamlessDocs.com

Key: b31d0b0654a3819405e9e9b2569b5129

04/03/2020

Department Director

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

  
Signed via SeamlessDocs.com

Key: 40ed60e02cb2b183d0588e1dec024000

04/03/2020

Chief Financial Officer or Designee

---

**Contract Routing - Contract #92000409**

5 messages

---

**Elise Lewis** <[elewis@ashevillenc.gov](mailto:elewis@ashevillenc.gov)>  
To: [purchasing@ashevillenc.gov](mailto:purchasing@ashevillenc.gov)

Mon, Mar 30, 2020 at 3:26 PM

Please route contract for signatures. Thank you!

**Elise Lewis**  
Financial Business Manager  
Asheville Police Department  
P.O. Box 7148  
Asheville, NC 28802

(828) 259-5599 office  
(828) 782-1937 cell  
[elewis@ashevillenc.gov](mailto:elewis@ashevillenc.gov)



*Think Green! Please do not print this e-mail unless necessary*



**Contract #92000409 - final.pdf**  
2192K

---

**Sandra Martin** <[smartin@ashevillenc.gov](mailto:smartin@ashevillenc.gov)>  
To: Brad Stein <[bstein@ashevillenc.gov](mailto:bstein@ashevillenc.gov)>

Tue, Mar 31, 2020 at 7:37 PM

Please review the attached contract. Please reply when you are ready for this contract to proceed in the electronic approval process.

[Quoted text hidden]

--

Sandra Martin, CLGPO  
Contract Administrator  
City of Asheville  
Office: 828-232-4554  
Fax: 828-259-5440  
[smartin@ashevillenc.gov](mailto:smartin@ashevillenc.gov)  
Bids: [www.ashevillenc.gov/bids](http://www.ashevillenc.gov/bids)  
***Purchasing is located in City Hall Suite 100 C***



**Contract #92000409 - final.pdf**  
2192K

---

**Brad Stein** <[bstein@ashevillenc.gov](mailto:bstein@ashevillenc.gov)>  
To: Sandra Martin <[smartin@ashevillenc.gov](mailto:smartin@ashevillenc.gov)>

Wed, Apr 1, 2020 at 9:21 AM

Sandra,

The attached Contract and COI are adequate.

Thanks,  
Brad

--

**Bradley J. Stein, MPA, ARM**  
**City of Asheville Risk Manager / ADA Coordinator**  
**P.O. Box 7148 | Asheville, NC | 28802**  
**Direct: 828-259-5687 | Mobile: 828-552-1179**  
[bstein@ashevillenc.gov](mailto:bstein@ashevillenc.gov)

[Quoted text hidden]



**Contract #92000409 - final.pdf**  
2192K

---

**Sandra Martin** <[smartin@ashevillenc.gov](mailto:smartin@ashevillenc.gov)>  
To: Ellenore Holbrook <[eholbrook@ashevillenc.gov](mailto:eholbrook@ashevillenc.gov)>

Wed, Apr 1, 2020 at 9:44 AM

[Quoted text hidden]



**Contract #92000409 - final.pdf**  
2192K

---

**Ellenore Holbrook** <[eholbrook@ashevillenc.gov](mailto:eholbrook@ashevillenc.gov)>  
To: Sandra Martin <[smartin@ashevillenc.gov](mailto:smartin@ashevillenc.gov)>

Wed, Apr 1, 2020 at 10:39 AM

The contract is approved.

The account is 11000120-521001 and the total amount is \$5,000.00.

Ellenore

[Quoted text hidden]

--

**Ellenore Holbrook**  
Budget Analyst  
City of Asheville  
828.259.5572