

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.

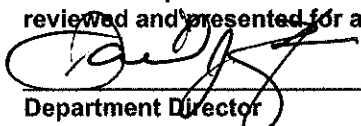
ATTACHMENTS: Exhibit A (Scope of Work), Exhibit B (City of Asheville Terms and Conditions) and the Contract Signature Page.

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 3/3/20
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

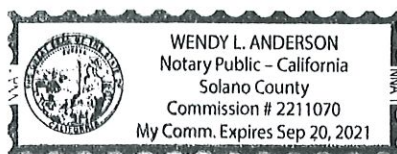
BY: Critical Incident Videos, LLC
Name of Limited Liability Corporation

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

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

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