

Contract # 92100079

Description Cole Pro Media - Consultant Services

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.

David Zack

Signed via SeamlessDocs.com
Key: b31d0b0654a3819405e9e9b2569b5129

08/03/2020

Department Director

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

Franklin Joseph McGowan

Signed via SeamlessDocs.com
Key: 40ed60e02cb2b183d0588e1dec024000

08/03/2020

Chief Financial Officer or Designee

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

THIS SERVICES CONTRACT, made and entered into this 1st day of July 2020, 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 Cole Pro Media 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 **consultant services** as set forth more explicitly in **Exhibit A**.
2. The term of this contract shall be from July 1st, 2020 through June 30th, 2021.
3. The City will compensate the CONTRACTOR a maximum amount of \$60,000. The CONTRACTOR shall bill the City on a monthly basis. The CONTRACTOR shall bill the City \$5,000 per month. If the contract exceeds the aforementioned threshold, the City must amend or renew the contract in accordance with all applicable City policies.
4. 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, licenses, 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, 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. 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. The CONTRACTOR shall be properly licensed and skilled in his/her respective trade.
9. 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. 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.

- 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: [Drug Policy](#)
 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. 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.

5. ASHEVILLE BUSINESS INCLUSION

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.

6. NON-APPROPRIATION CLAUSE

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.

****See Seamless Doc for execution signatures****

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.

Department Director

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

Chief Financial Officer

City Manager's signature, if required

City Manager

LIMITED LIABILITY CORPORATION (LLC) FORM

BY: Cole Pro Media, LLC
Name of Limited Liability Corporation

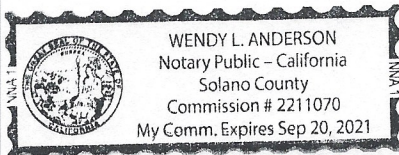
Signature: Laura M. Deason
Member/Manager

STATE OF CALIF

COUNTY OF SOLANO

I, Wendy Anderson a Notary Public for said County and State do hereby certify that
Laura M. Deason Member/Manager of Cole Pro Media 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 29 day of July, 2020



Notary Public Wendy Anderson

Printed Name: Wendy Anderson

My Commission Expires: 09/20/2021

EXHIBIT A – SCOPE OF WORK

See attached for scope of work.

EXHIBIT A – SCOPE OF WORK

The Asheville Police Department desires to retain Cole Pro Media to provide certain professional services in connection with that certain project, utilizing Cole Pro Media as a transparency engagement advisor to counsel, advise, and guide the Asheville Police Department in matters of transparency engagement issues, crisis communications, social media messaging, critical incidents or any other counsel requested by the Police Department. Cole Pro Media agrees to provide consultant services for the City's Police Department.

The Police Department will communicate and respond to Cole Pro Media staff through email, telephone or in person. The Police Department agrees to pay a fixed rate of \$5,000 per month. Fees may be reasonably incurred by Cole Pro Media as they directly relate to the work of the specific project. Both parties agree that the fees and costs spent on any specific project shall be capped at \$5,000, unless authorized in advance in writing by the Police Department that Cole Pro Media may exceed that amount with an agreed to total price cap for the project. Cole Pro Media 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 transparency engagement advisor 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 Cole Pro Media.

EXHIBIT A – SCOPE OF WORK

Cole Pro Media's Transparency Engagement Advisor will act as the Police Department's advisor for the following;

- Focusing on the best ways to handle difficult topics with the community.
- Writing news releases when necessary
- Writing high-profile news releases and talking points for the city when necessary.
- Best practices when dealing with transparency, timelines, key messages, and social media posts.
- Best practices for handling critical incidents, media related issues, and crisis communication issues.
- Advisor helps with news releases, social media posts, talking points, and press questions when an incident or situation occurs.
- Bi-monthly zoom communication strategy session that focuses on community outreach particularly on social media
- Keeping the city up to date with the best practices and platforms to engage the community in a transparent way.
- Teaching the social media team and department the latest trends in social media for transparency.

- Teaching the Police Department's social media team what types of content to look for, how to capture great pictures and video, and how to write stories in a way that creates community engagement.
- Helping the Police Department brand larger, long-term campaigns and writing communications plans with an emphasis on transparency.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/17/2020

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).

PRODUCER Johnson Insurance Services Ronald Johnson(9692337) 1700 N Broadway Ste 380 Walnut Creek CA 94596-4140	CONTACT NAME: Ronald Johnson PHONE (A/C, No, Ext): 925-930-6800 FAX (A/C, No): 925-930-6840 E-MAIL ADDRESS: joanne.rjohnson4@farmersagency.com
INSURED Cole Pro Media LLC Laura Deason 3069 Alamo Dr. #122 Vacaville CA 95687	INSURER(S) AFFORDING COVERAGE INSURER A: Northfield Insurance Co. INSURER B: Capitol Specialty Co. INSURER C: Farmers Insurance INSURER D: INSURER E: INSURER F:

Contract #92100079**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			WS185508	03/18/2020	03/18/2021	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> 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
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY			WS185508	03/18/2020	03/18/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED			RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			B09504617	03/17/2021	03/17/2021	WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	PROFESSIONAL LIABILITY			SG04157-01	03/18/2020	03/18/2021	GENERAL AGGREGATE-\$2,000,000	PER OCCURANCE-\$2,000,000

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

Media Production, Training and Consulting

CERTIFICATE HOLDER**CANCELLATION**

The City of Asheville 100 Court Plaza Asheville 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
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City of Asheville's Review of NC State Treasurer's Divestment Lists

Contract **92100079**

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

Bid/RFP/RFQ Number:

Contract Number: **92100079**

Name of Vendor or Contractor: **Cole Pro Media, 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

07/23/2020

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.