

Contract # 92100079

Description Cole Pro Media - Consultant Services for APD

## 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.

  
Key: dd19028545a84512411bc48d7bd17839 10/28/2020

Department Director

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

  
Key: b63e33ced0803efae4c95aa95d2d4b4 10/28/2020

Chief Financial Officer or Designee

City Manager's signature

  
Key: a50dee3eee13d05f4790efd8b5a27827 11/02/2020  
BY: \_\_\_\_\_  
City Manager

CITY OF ASHEVILLE

The Agreement entered into between the City of Asheville and Cole Pro Media, LLC, dated July 1, 2020 is hereby amended according to terms below.

**THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:**

WHEREAS, the City desires to amend certain terms and conditions set forth in the Contract and Contractor is willing to amend said terms and conditions set forth herein; and

WHEREAS, on 7th day of August, 2020, the vendor notified the Asheville Police Department via email they were revising the monthly amount due from \$5,000 to \$4,000;

WHEREAS, the contract between the City and Contractor authorizes amendments, supplements, or modifications to the contract in order to adjust the total contract amount;

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the City and the Contractor agree upon the following amended terms and conditions:

1. **Section A3 (CONTRACT AMOUNT) of the original contract Terms and Conditions is revised as follows:**

**The City will compensate the CONTRACTOR a maximum amount of \$48,000. The CONTRACTOR shall bill the City on a monthly basis. The CONTRACTOR shall bill the City \$4,000 per month. If the contract exceeds the aforementioned threshold, the City must amend or renew the contract in accordance with all applicable City policies.**

2. **The effective date of this amendment is:**

July 1, 2020
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3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the Agreement (including any prior written amendments or change orders), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.
4. **E-VERIFY EMPLOYER COMPLIANCE:** By executing this contract, Contractor and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes 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>

5. **NON- APPROPRIATION.** All funds for this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City for the services to be provided under the Contract to be entered into pursuant to this renewal agreement, the City will terminate the contract without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract are spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of the Contract, cancellation shall be accepted by the Contractor on (10) ten day's prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under the Agreement beyond the date of termination.

Agreed to and executed by authorized officials as of the day and date indicated below.

Contractor's Full Legal Name:	Laura Deason
Authorized Signature:	Laura M. Deason
Printed Name:	Laura M. Deason
Title of Person Signing:	owner
Date:	10/9/20

Department Directors are authorized to sign amendments where the new contract amount of the agreement is less than \$30,000. Agreements that are \$30,000 or greater, the Department Director by Written Approval conveys that this agreement has been reviewed and presented for approval by the City of Asheville's City Manager.

\_\_\_\_\_  
 Department Director DATE \_\_\_\_\_

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

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

Account code	Amount added to contract	Total amount of contract
11000120:521001	\$33,000	\$48,000

	City of Asheville City Manager
Authorized Signature:	
Printed Name:	
Date:	

## THIS PAGE IS FOR INTERNAL COA USE ONLY

<b>Project Name:</b>	CONSULTANT SERVICES FOR APD		
<b>Contract Amendment number:</b>	#1		
<b>Description:</b>	Amend the total due and encumber remaining contract funds now that full budget is available for FY21.		
<b>Company Name:</b>	Cole Pro Media, LLC		
<b>Originating Dept:</b>	Police	<b>Date this Renewal Originated:</b>	10/8/2020
<b>Project Contact Primary:</b>	Elise Lewis	<b>Secondary:</b>	Tamula Calloway
<b>Current Contract Amount Before this Amendment: (Original or Current Revised)</b>	\$15,000	<b>Funding Code(s):</b>	11000120:521001
<b>This Amendment Amount:</b>	\$33,000	<b>Contract Time Extension:</b>	N/A
<b>New Revised Contract Amount:</b>	\$48,000		

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**Re: Cole Pro Media contract with APD**

1 message

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**Elise Lewis** <elewis@ashevillenc.gov>  
To: Laura Cole <lcole@colepromedia.com>  
Cc: Captain Jackie Stepp <jstepp@ashevillenc.gov>

Fri, Aug 7, 2020 at 1:56 PM

Thank you Laura. I will get this over to A/P for payment.

The price reduction is great news for us as well. We appreciate your integrity especially in these uncertain times!

Be well,

**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



On Fri, Aug 7, 2020 at 12:13 PM Laura Cole <lcole@colepromedia.com> wrote:

Hi Elise,

Thank you for the contract. I was waiting for it before I sent the July invoice. That invoice is Attached. You will see that it is for \$4000, NOT \$5000. I feel that for the work we are doing right now, that is a fair price. I will tell the Chief I'm decreasing my price. I know that is probably unheard of, but I really do police myself when it comes to taxpayer dollars and thankfully you guys haven't been as much work –knock on wood—as I thought.

Thanks,

Laura Cole  
Cole Pro Media, President  
925-787-9121  
[lcole@colepromedia.com](mailto:lcole@colepromedia.com)  
[colepromedia.com](http://colepromedia.com)

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**From:** Elise Lewis <elewis@ashevillenc.gov>  
**Date:** Friday, August 7, 2020 at 8:54 AM

**To:** Laura Cole <[lc@colepromedia.com](mailto:lc@colepromedia.com)>  
**Subject:** Re: Cole Pro Media contract with APD

Hi Laura,

Please find attached the final signed copy of the contract. Feel free to forward any invoices to me for payment that may be pending.  
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*

On Wed, Jul 29, 2020 at 4:06 PM Laura Cole <[lc@colepromedia.com](mailto:lc@colepromedia.com)> wrote:

Hi Elise,

Attached is a signed contract from me. Please let me know if you need anything else.

Thank you,

Laura Cole  
Cole Pro Media, President  
925-787-9121  
[lc@colepromedia.com](mailto:lc@colepromedia.com)  
[colepromedia.com](http://colepromedia.com)

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**From:** Elise Lewis <[elewis@ashevillenc.gov](mailto:elewis@ashevillenc.gov)>  
**Date:** Thursday, July 23, 2020 at 8:04 AM  
**To:** Laura Cole <[lc@colepromedia.com](mailto:lc@colepromedia.com)>  
**Subject:** Re: Cole Pro Media contract with APD

Just pg 6 is fine

**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



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On Thu, Jul 23, 2020 at 11:03 AM Laura Cole <[lc@colepromedia.com](mailto:lc@colepromedia.com)> wrote:

Wonderful. Can I just scan/email back page six or the entire thing? Your call.

Thanks

LC

Sent from my iPhone

On Jul 23, 2020, at 10:57 AM, Elise Lewis <[elewis@ashevillenc.gov](mailto:elewis@ashevillenc.gov)> wrote:

No problem. I just need a notarized signature on page 6 and you can scan and return the packet to me via email.

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



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On Thu, Jul 23, 2020 at 10:51 AM Laura Cole <[lc@colepromedia.com](mailto:lc@colepromedia.com)> wrote:

Hi Elise,

I'm out of town, but will do it Tuesday when I return. Do you just need one copy or two? Also do I mail back to you at the address listed below?

Thank you,

Laura

Sent from my iPhone



On Jul 23, 2020, at 10:49 AM, Elise Lewis <[elewis@ashevillenc.gov](mailto:elewis@ashevillenc.gov)> wrote:

Hi Laura,

Please find attached the contract for Cole Pro Media. Please fill out pg 6 and return to me at your earliest convenience so I can finalize internally. If you have an invoice ready for us for this as well, please forward it to me and once the contract is finalized I will make sure payment is processed accordingly.

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)



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

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

Date: Mon, Jul 20, 2020 at 10:47 AM

Subject: Re: Cole Pro Media contract with APD

To: Laura Cole <[lc@colepromedia.com](mailto:lc@colepromedia.com)>

Thank you for your quick response! I'll be in touch with the contract for your signature soon...

**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*

On Mon, Jul 20, 2020 at 10:36 AM Laura Cole <[lc@colepromedia.com](mailto:lc@colepromedia.com)> wrote:

Hi Elise,

The vendor information has been completed.

Thank you,

Laura Cole

Cole Pro Media, President

925-787-9121

Sent from my iPhone

On Jul 20, 2020, at 5:47 AM, Elise Lewis <[elewis@ashevillenc.gov](mailto:elewis@ashevillenc.gov)> wrote:

Good morning,

Can you please visit the City's website and register Cole Pro Media as a vendor and upload your W-9? The link is below. Thank you!

<https://www.ashevillenc.gov/department/purchasing/vendor-registry/>

**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*

On Fri, Jul 17, 2020 at 3:20 PM Elise Lewis <[elewis@ashevillenc.gov](mailto:elewis@ashevillenc.gov)> wrote:

You can use 100 Court Plaza, Asheville, NC 28801. 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*

On Fri, Jul 17, 2020 at 3:15 PM Laura Cole <[lcoble@colepromedia.com](mailto:lcoble@colepromedia.com)> wrote:

Hi Elise,

This is good. What is the address that should be listed for the City of Asheville? My insurance will need that. Otherwise, this is great.

Thank you,

Laura Cole

Cole Pro Media, President

925-787-9121

Sent from my iPhone

On Jul 17, 2020, at 12:06 PM, Elise Lewis  
<[elewis@ashevillenc.gov](mailto:elewis@ashevillenc.gov)> wrote:

Hi Laura,

I am working on the contract between APD and Cole Pro Media for Chief Zack. Please find attached the scope of work we have put together. Let me know if this looks ok to you before I move forward. Also if you could please forward me the COI for this company with 'The City of Asheville' listed as a certificate holder I can get the ball rolling on my end.

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)



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<CPM – SCOPE OF WORK.pdf>

<92100079 - Cole Pro Media contrct.pdf>



**CPM Invoice.pdf**  
16K



# 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).

<b>PRODUCER</b> Johnson Insurance Services Ronald Johnson(9692337) 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> joanne.rjohnson4@farmersagency.com
<b>INSURED</b> Cole Pro Media 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> Capitol Specialty Co. <b>INSURER C:</b> Farmers Insurance <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	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		WS185508	03/18/2020	03/18/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$													
	A						<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	WS185508	03/18/2020	03/18/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$									
											<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		03/18/2020	03/18/2021	EACH OCCURRENCE \$ AGGREGATE \$ \$					
											C				<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	B09504617	03/17/2021	03/17/2021	WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
															B					<b>PROFESSIONAL LIABILITY</b>

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**

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## 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**

**10/08/2020**

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*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.

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: b31d0b0654a3819406e9eb2569b5f28

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: 40ed60e02cb2b183d0988e1dec024000

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.

\_\_\_\_\_, DATE \_\_\_\_\_  
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

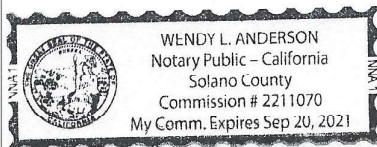
\_\_\_\_\_, DATE \_\_\_\_\_  
City Manager

\*\*\*\*\*  
**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).

<b>PRODUCER</b> Johnson Insurance Services Ronald Johnson(9692337) 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>E-MAIL ADDRESS:</b> joanne.rjohnson4@farmersagency.com <b>FAX (A/C, No):</b> 925-930-6840
<b>INSURED</b> Cole Pro Media 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> Capitol Specialty Co. <b>INSURER C:</b> Farmers Insurance <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

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

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## 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.

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

**Elise Lewis, Financial Business Manager, Police**

**07/23/2020**

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*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.