

Contract # 92300321

Vendor COLE PRO MEDIA, LLC

Description TRANSPARENCY ENGAGEMENT ADVISOR

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.

eSigned via SeamlessDocs.com
DC J. Baumstark for Chief D. Zack 01/23/2023
Key: dd18028545a64812411bc48d7bd17b39

Department Director or Designee

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

eSigned via SeamlessDocs.com
Taylor Floyd 01/24/2023
Key: be3e33ced0803efaa4c95aa85d2d4f4

Chief Financial Officer or Designee

City Manager's Office Signature

CITY OF ASHEVILLE

BY: eSigned via SeamlessDocs.com
Debra D. Gendell 01/24/2023
Key: a50dee3eee13d05f4750e7d8b5a27837

City Manager

This page was prepared and routed by:

BG

01/23/2023

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

THIS SERVICES CONTRACT, made and entered into this 1st day of October 2022, 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, LLC 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 **Police Transparency Engagement Advising Services** as set forth more explicitly in Exhibit A.
2. The term of this contract shall be from 10/1/22 - 9/30/23.
3. The City will compensate the CONTRACTOR a maximum of \$54,000 annually, not to exceed \$162,000 over the life of the contract. The City may elect to renew this Agreement for an additional 2 twelve (12) month periods.
4. The CONTRACTOR shall bill the City on a monthly basis. The CONTRACTOR shall bill the City \$4,500 per month.
5. The City shall pay all invoices within thirty (30) days of submittal.
6. Any employees furnished by CONTRACTOR, pursuant to this contract, will be employees of CONTRACTOR, an independent contractor. CONTRACTOR will maintain complete control over the employees' conduct and will disburse all payrolls, taxes, license, insurances, uniforms and all other expenses incurred by CONTRACTOR in performing the terms of this contract.
7. **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.

8. **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.**
9. 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.
10. The CONTRACTOR shall be properly licensed and skilled in his/her respective trade.
11. 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.
12. 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: <https://www.e-verify.gov/>

4. ASHEVILLE BUSINESS INCLUSION POLICY

Asheville Business Inclusion Policy. The City enacted the Asheville Business Inclusion Policy to encourage participation by women and minority businesses in the public bidding process. The purpose of this outreach effort is to increase the likelihood of availability and utilization in the award of contracts. The Contractor is hereby notified that this Agreement is subject to the provisions of that Policy. The Contractor has an ongoing affirmative obligation to meet or exceed any subcontracting goals set in accordance with the ABI Policy for the duration of the Contract. Any modifications to the subcontracting plan provided to the City shall be submitted to City in writing in compliance with the [ABI Policy](#) specifications. .

5. 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.

6. 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.

****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 Marie-Cole Deason
Member/Manager

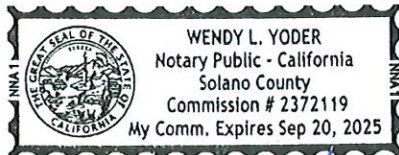
STATE OF CALIFORNIA

COUNTY OF SOLANO

I, Wendy L Yoder, a Notary Public for said County and State do hereby certify that
Laura Marie-Cole 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 21 day of December, 2022

(Official Seal)



Wendy L Yoder
Official Signature of Notary

Wendy L Yoder
Notary's Printed or Typed Name

Notary Public

My Commission Expires: 09/20/2025

EXHIBIT A – SCOPE OF WORK

See attached for scope of work.



September 7, 2022

The City of Asheville, North Carolina
Police Department
PO Box 7148
Asheville, NC 28802

RE: RFP for Transparency Engagement Advising Services

Dear Chief David Zack:

Attached you will find our response to your Request for Proposal for Transparency Engagement Advising Services. We have had the privilege of providing these services for your department since July 2020 and have always had a great relationship with you and your department.

We are excited for the opportunity to continue to work as your transparency engagement advisors. We are uniquely qualified to do this as we already offer these services to more than 50 agencies. It is important to have a clear, concise, and transparent communication strategy so you can effectively communicate with your community. My team and I are available 24 hours a day to help you and your department with all your community engagement efforts.

Should you have any additional questions, please don't hesitate to call me.

Warmly,

Laura Cole

Laura Cole
President
Cole Pro Media, LLC
(925) 787-9121



COLE PRO MEDIA

Response to Request for Proposal
for Transparency Engagement Advising Services
for the City of Asheville Police Department
RFP# 298-APDAdvising23

i *About Cole Pro Media, LLC*

Cole Pro Media, LLC is pleased to submit this proposal for services to support the Department leadership team as they focus on transparency engagement issues, crisis communications, social media messaging, and critical incidents. Cole Pro Media is uniquely qualified to help the Asheville Police Department meet its needs. Laura Cole, the President, and owner of Cole Pro Media started the trailblazing company in 2014. It is the only company in the nation that specializes in social media for law enforcement and municipalities. We understand the challenges facing public agencies and take great pride in our ability to communicate transparent, easily understood messages about our clients – without spin. We offer a variety of services that are catered to your specific needs. Our firm has had many success stories over the years. We have helped many clients effectively communicate in person, through press releases, and through social media during devastating natural disasters, officer-misconduct incidents, officer-involved shooting incidents, and in many other unique and challenging events.

i *Our Qualifications and Experience*

Our staff at Cole Pro Media have extensive experience as on-camera journalists and crisis communication specialists. Collectively, our firm has more than 80 years of television news experience. For the past eight years, we have used this experience to help police departments, cities, sheriffs' offices, and district attorneys' offices grow strong social media platforms to message transparent, important, and urgent information to the public. Our firm specializes in writing up communication plans on difficult and sensitive topics that will attract community interest with a strong emphasis on transparency and accountability. Our company currently provides Transparency Engagement advising services to more than 50 clients representing diverse communities ranging in population from 10,000 to 1.5 million. We have also provided specialized training to not only our clients but we are often called upon to teach agencies about effectively communicating with their communities. We have provided a wide range of training for many organizations including the California Police Chiefs Association, the Florida Sheriffs Association, The Wyoming Chiefs and Sheriffs Association, the Minnesota Sheriffs Association, Major Cities Chiefs Association, and the California District Attorneys Association.

Joseph Vazquez will be the primary transparency engagement advisor assigned to the Asheville Police Department. Joseph has more than 30 years of experience in television news working as a reporter, anchor, and assignment editor. A detailed list of all our staff and their experience can be found on our website: <https://www.colepromedia.com>.

References:

Pittsburg, CA Police Department. Contact: Chief Steve Albanese (925) 252-4987

San Pablo, CA Police Department. Contact: Chief Ron Raman (510) 215-3107

Fairfield, CA Police Department. Contact: Chief Deanna Cantrell (707) 428-7374

Additional references available upon request.

Our Project Management Approach

Cole Pro Media understands the need for a robust and responsive management approach to our services. To ensure that we meet our client's needs, we have staff available 24 hours a day, seven days a week (including holidays) to help our clients with any pressing issues that arise. Our advisors are available by phone, text, and email to assist with all your communications needs. Our assigned advisor will work closely with your team to make sure we are meeting all your communication and social media needs. We will meet monthly by zoom with your communications team, create a yearly communications plan with quarterly goals, and help provide best practices when it comes to social media, crisis communications, and transparency engagement. We understand the need for confidentiality. Our contracts, as well our company's employee policy manual, have a robust confidentiality clause to ensure information is protected.

Our Unique and Specialized Services

Cole Pro Media offers a wide range of unique and specialized services to meet our clients' needs. We know that communication is not limited to business hours so we have advisors available seven days a week including holidays to help with any issues that may arise. Our advisor will meet monthly by zoom with your department for communication strategy sessions. Our training, advising and unique specialized services include:

- Focusing on the best ways to handle difficult topics with the community in a transparent manner.
- Helping your department phrase your important information and updates in a clear and concise manner.
- Writing high-profile news releases and talking points for the department in a transparent manner.
- Best transparency engagement practices for handling critical incidents, media-related issues, and crisis communication issues.
- Helping with transparent news releases, social media posts, and key information points when the need arises.
- Consulting on posting schedule and frequency

- Keeping the police department up to date with the best practices and platforms to engage the community in a transparent way.
- Teaching your social media team what types of content to look for, how to capture great pictures and videos, and how to write stories in a way that creates community engagement.
- Helping brand larger, long-term campaigns and writing communication plans with an emphasis on transparency.

i *Conflicts or Perceived Conflicts*

Cole Pro Media is unaware of any real or perceived conflict(s) it may have with the City of Asheville, NC. To our knowledge, none of our staff has any personal relationships with any current or former City of Asheville personnel. Should we learn of any conflict or issue, we will promptly notify the City of Asheville.

i *Previous Work with the City of Asheville*

Cole Pro Media has provided transparency engagement advising services for the City of Asheville Police Department since July 2020, and we look forward to providing these services in the future.

i *Cost for our Services*

Cole Pro Media's set total monthly cost for services will be \$4,500. Our team will generate a monthly invoice that we will send to the city on or about the 15th of each month.

i *Attachments*

1. Cost Proposal Form
2. Non-Collusion Affidavit
3. A.B.I. Affidavit 2

COST PROPOSAL FORM

INSTRUCTIONS: Using this format, provide a PDF copy of the total cost proposal for all services to be delivered. Add your price list to this section.

All cost proposals shall be signed and dated per Section 3 of this RFP.

DESCRIPTION	COST
Transparency Engagement Advising Services (per month)	\$ 4,500

Name of Firm: COLE PRO MEDIA, LLC

Authorized Signature: Brian Addington

Printed Name and Title: Brian Addington, COO

Date: 9-7-2022

PLEASE SIGN AND COMPLETE THIS PAGE INCLUDE IT IN YOUR PROPOSAL.

NON-COLLUSION AFFIDAVIT

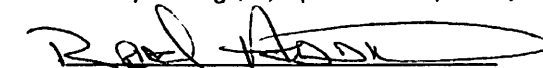
STATE OF CALIFORNIA

COUNTY OF PLACER

Brian ADDINGTON of COLE PRO MEDIA, LLC
(name) (bidder)

being duly sworn, deposes and says that:

1. S/he is CHIEF OPERATIONS OFFICER (owner, partner, officer, representative, agent) of COLE PRO MEDIA, LLC, the Bidder that has submitted the attached Bid Proposal;
2. S/he is fully informed respecting the preparation and contents of the attached Bid Proposal and of all pertinent circumstances respecting such Bid Proposal;
3. Such Bid Proposal is genuine and is not a collusive or sham Bid Proposal;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Proposal in connection with the Contract for which the attached Bid Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid Proposal or of any other Bidder, or to fix the overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Asheville, or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner, employees, or parties of interest including this affiant.


Signed

CHIEF OPERATIONS OFFICER
Title

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20__.

Notary Public _____

My Commission Expires: _____

See Attached

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL. UNSIGNED PROPOSALS WILL NOT BE CONSIDERED

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Placer

Subscribed and sworn to (or affirmed) before me on this 6
day of September, 2022, by Brian Addington

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature K. Mahmood

**SELF-PERFORMANCE AFFIDAVIT
ABI AFFIDAVIT 2**

Is the Bidder a Disadvantaged, Woman, or Minority Business Owner ☒ YES ☐ NO

Affidavit of, COVE PRO MEDIA, LLC (Name of Bidder), hereby certify that it is our intent to self-perform

100% of the work required for the TRANSPARENCY ENGAGEMENT (Name of Project).
ADVISING SERVICES

By filling out and signing this affidavit, the Bidder attests that:

- (1) It is a normal business practice of the Bidder to perform all elements of the work with its own workforce without the use of subcontractors;
- (2) The Bidder, in fact, has demonstrated its capabilities to perform all elements of the work with its own workforce without the use of subcontractors; and
- (3) The Bidder is in fact licensed to perform each and every type of work included in the Contract

By providing a signature and submitting this affidavit the Bidder agrees to provide any documentation or information requested by the City to support the above statements. The Bidder further agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that it has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 9/7/2022 Name of Authorized Officer: BRIAN ADDINTA

Signature: [Signature] Title: CHIEF OPERATIONS OFFICER

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ON BEHALF OF THE CITY OF ASHEVILLE A CONTRACT WITH COLE PRO MEDIA, LLC FOR TRANSPARENCY ENGAGEMENT ADVISING SERVICES

WHEREAS, In August of 2018, 21CP Solutions, LLC was engaged by Asheville City Council to review the arrest, the tactics, policies, and procedures involved in an excessive force incident; and

WHEREAS, Recommendation 8.4 of the Policy and Procedure Review report issued by the company stated, "The City should consider retaining a firm to provide crisis response services to the APD and the City of Asheville in the future. Relying on skilled crisis management experts can reduce the scope and impact of a critical incident, by taking an active role in developing a cohesive, coordinated response across involved parties. These strategic responses can involve asserting control over media exposure, reducing liability, and preserving public safety in the immediate aftermath."; and

WHEREAS, the Asheville Police Department (APD) is requesting approval from Council to enter into a contract with Cole Pro Media, LLC, the company identified for award as the result of an RFP process; and

WHEREAS, Cole Pro Media will provide services to APD, which include counseling, advising, and guiding the Police Department in matters of transparency engagement issues, crisis communications, social media messaging, critical incidents or any other counsel requested by the Police Department; and

WHEREAS, The total annual cost for this contract is \$54,000. Two optional renewals will be included in the contract documents, bringing the intended three year contract total to \$162,000; and

WHEREAS, APD already includes this expense in the annual budget process so no additional funding is required;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

The City Manager is hereby authorized to execute on behalf of the City of Asheville a contract not to exceed \$162,000 with Cole Pro Media, LLC, with the option to renew annually for two one-year extensions, upon budgetary approval by Council for each fiscal year.

Read, approved and adopted this the 13th day of December, 2022.

Magdalen Burlison
City Clerk

City Clerk

Ethan E. Mauer

Mayor

Approved as to form:

And R. R.

City Attorney

ABI Vendor Outreach Report Form

<p>*Project Name: <u>Police Transparency Engagement</u></p> <p>*Qualifying MWBE Categories*: <u>MBE</u></p> <p><small>*Which demographics have documented disparities for this contract type? (right click to open in a new tab so you don't lose your work)</small></p> <p>*Total Quotes Received from Qualifying MWBEs: <u>3</u></p>	<p>*Type of Contract: <u>General Services</u></p> <p>*Total Quotes Received: <u>3</u></p> <p>*Contract Awarded To: <u>Cole Pro Media LLC</u></p> <p>*Winning Quote Amount: <u>\$54,000/year (2 optional renewals)</u></p> <p>*Winning Quote Demographic Category (check one): <input type="checkbox"/> B <input type="checkbox"/> H <input type="checkbox"/> A <input type="checkbox"/> N <input checked="" type="checkbox"/> WW <input type="checkbox"/> WM <input type="checkbox"/> Other</p>
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Project commodities required

<p>*Type of Outreach*: <input checked="" type="radio"/> Notification Only <input type="radio"/> Full Outreach</p> <p><small>(*Notification is when subcontracting will be done by the prime contractor or main vendor, not City staff. General services contracts require full outreach.)</small></p>	<p>*Link to Outreach Log: <u>IPS Website - This RFP was posted for</u></p> <p><small>(right click to open a new tab so you don't lose your work)</small></p>
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***Outreach Breakdowns by Demographics**

(B - Black American-Owned, H - Hispanic American-Owned, A - Asian American-Owned, N - Native American-Owned, WW - Non-Hispanic White Woman-Owned, WM - Non-Hispanic White Male-Owned)

IF multiple quotes were not obtained, please explain here:

	B	H	A	N	WW	WM
Contacted	IPS Website					
Responded	3					
Submitted Bid	3					

Completed by:
eSigned via SeamlessDocs.com

Key: c7ce7812fba9a4d125a8cf56454115b
 12/15/2022

Once you sign this form a PDF copy will be sent to your email address.

Please keep all documentation which supports your outreach efforts since the documents may be needed for auditing purposes!

INCLUDE WHEN ROUTING CONTRACT: Purchasing will not accept this form without your signature in the "Completed by" section.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	CONTACT NAME:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

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
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

	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

FY22 Legal Review for applicable Contracts prior to Vendor signature

Department:	Police	Date:	12/14/2022
Contract # (if available)	92300321	Change Order #:	
Vendor Name:	Cole Pro Media LLC		
Project Description:	Transparency Engagement Advisor		

Legal Note: Renewals OR allocating funds only DO NOT require legal review.

Please mark which applies:

☒ – Non-standard contract terms and conditions. (includes changes to City of Asheville Terms and Conditions)
If vendor contract includes any web links they must be printed and attached hereto in PDF form.

☐ Amendment (previous General Services Contract Change Order)

Date: 12/15/2022

Signed off by: John Maddux

☒ This documentation requires Council Action - **resolution attached from Dec 13, 2022 Council meeting**

☐ This documentation does NOT require a signed pre-audit statement

RISK Review for change orders:

☐ Amendment (previous General Services Contract Change Order)

Date:

Signed off by:

Comments from Legal: Approved as to form.

Contract Checklist to be completed by Dept. (for reference, not valid for all pre-review situations)

☐ Contract # on ALL Documents

☐ E-Verify

☐ Certificate of Insurance

☐ Divestment List Review Form

☐ ABI (if applicable)

☐ All Attachments/Exhibits, Resolution if required, attached & properly labeled

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

Contract: 92300321

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

Bid/RFP/RFQ Number:

Contract Number: 92300321

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

12/14/2022

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.