

CONSULTING AGREEMENT – CONFIDENTIAL
21st CENTURY POLICING SOLUTIONS SERVICES

March 27, 2025

Eric Jaikes, Esq.
City Solicitor, City of New Bedford

Dear Mr. Jaikes:

Thank you for the opportunity to provide this engagement letter for public safety consulting services. The City of New Bedford Solicitor's Office (Client) has shared an interest in an engagement during which 21st Century Policing Solutions (21CP) would provide expert advisory consulting regarding the New Bedford Police Department (Subject).

This proposal outlines the terms of the engagement between the Client and 21CP. Specifically, this document reviews our current understanding of the Client's objectives and proposes an approach to address those needs. Standard terms and conditions are attached as APPENDIX A.

Objectives and Statement of Work

21CP will provide consulting services to the Client in accordance with the Statement of Work attached as APPENDIX B. We propose a collaborative approach that involves regular communication.

Professional Resources

Charles Ramsey, Founder and Partner, 21st Century Policing Solutions, has decades of policing, leadership, and management experience. He rose through the ranks of the Chicago Police Department and eventually served as Chief of the Washington DC Metro Police and Commissioner of the Philadelphia Police Department. He served as Chair of President Obama's Task Force on 21st Century Policing.

Kathleen O'Toole, Partner, 21st Century Policing Solutions, has more than four decades of experience in law enforcement and public safety management. She rose through the ranks of local and state policing in Massachusetts. She served as Massachusetts Secretary of Public Safety, Boston Police Commissioner, and Seattle Chief of Police. She also served as Chief Inspector of the Garda Síochána Inspectorate in Ireland.

Michael Berkow, a sub-contractor to 21CP, is a seasoned law enforcement executive with over 30 years of experience in domestic and international policing. He served as the Director of the Coast Guard Investigative Service and held high-level positions the LAPD and the Savannah-Chatham Metropolitan Police Department. He is a recognized expert in police investigations, discipline, and management, specializing in community-oriented policing, integrity, and internal misconduct systems.

21CP Solutions is a firm that includes professional and innovative police chiefs who have worked to turn around troubled departments and renew community trust and confidence. It also includes civil rights lawyers, academics, and community leaders who have contributed to some of the country's most significant public safety initiatives and police reform efforts.

Timeline

This engagement will begin on or about the signing of this agreement and will extend until completion of services. 21CP will provide Client with regular updates and a final report upon completion of services.

Investment Summary

21CP professional fees for executing services will be billed at the following rates:

| | |
|-----------------------------------|-------------|
| 21CP Partner Rate: | \$350.00/hr |
| 21CP Associate Rate (if required) | \$250.00/hr |
| Advisor Rate (Berkow): | \$200.00/hr |

**A 15% administrative fee will be applied to all services*

**Should travel be required, travel per diem, airfare, mileage, lodging, parking and meals are not included in the above rates and will be billed separately with Client approval.*

Payment for Services

21CP will invoice the Client monthly until completion of the engagement. Payment is due net thirty (30) days from receipt of invoice.

Signatures

Client hereby retains 21CP and 21CP hereby accepts such engagement and agrees to perform the services covered by this Agreement at the times and on the terms and conditions set forth in this proposal. 21CP shall perform the Services for the Client as set forth in the Statement of Work.

21CP agrees to perform all services in an efficient, trustworthy, and professional manner, as reasonably as possible, within the time periods requested by Client.

Effective this 28 day of March 2025.

Signed by:



21st Century Policing Solutions
By: Sean Smoot, Managing Partner


New Bedford City Solicitors Office
By: Eric Jaikes, City Solicitor

APPENDIX A STANDARD TERMS AND CONDITIONS

Confidentiality. For 21st Century Policing Solutions (21CP) and the New Bedford City Solicitor's Office ("Client") to work collaboratively and effectively, the Client will have access to confidential and proprietary information relating to 21CP's research, analysis and methodologies, along with modifications developed by 21CP during this relationship (collectively "21CP Materials"). 21CP is pleased to license the use of Materials for Client's thought leadership related purposes only, on a nonexclusive, royalty-free and nontransferable basis. Client agrees not to use 21CP Materials to compete with 21CP's businesses or to allow third parties to do so, nor will Client disclose 21CP Materials to anyone outside Client's business or remove copyright notices without prior written consent. Similarly, 21CP recognizes that its personnel assigned to provide services to Client may gain access to certain information which may be considered proprietary and confidential to the Client (collectively, "Client Materials"). Therefore, 21CP shall instruct all such personnel to treat Client Materials made available to them as confidential, and to avoid disclosing such information to any third party. Notwithstanding the foregoing, the following information shall not be considered confidential: (a) information which, at the time of disclosure, is available to the general public; (b) information which, after the time of disclosure, becomes available to the general public; and (c) information which, at the time of disclosure, already was in the possession of the receiving party as shown by written records evidencing such prior receipt.

Relationship of the Parties. The parties agree that 21CP is an independent contractor to Client and not employees, agents or partners of Client. 21CP acknowledges that, as an independent contractor, it will not be entitled to make a claim for unemployment, worker's compensation or disability, or receive any vacation, health, retirement or other benefits pursuant to this engagement. Client will not withhold U.S. FICA or state or federal income taxes from its payments to 21CP or make FICA or state or federal unemployment insurance contributions on behalf of 21CP. 21CP is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, Client or to bind Client in any manner.

Inventions and Deliverables. Other than 21CP Materials, all inventions, discoveries, computer programs, data, technology, designs, innovations, and enhancements (whether or not patentable and whether or not copyrightable) ("Inventions") related to the business of the Client which are made, conceived, reduced to practice, created, written, designed, or developed by 21CP, solely or jointly with others, during the engagement shall be the sole property of Client. It is expressly understood and agreed that all deliverables that are drafts, components or outlines thereof, including deliverables relating to the architecture, outlines, structure, focus areas, objectives, financial targets, guidelines, development approach, scope, work steps, timeline, activities and resources relating thereto, (i) shall be the sole property of Client, (ii) shall not contain any 21CP Materials or copyright notices and (iii) Client may modify, reproduce, use, copy, license, sell, resell, or create derivatives at any time and without any restriction.

Compliance with Agreement. Client will be responsible for ensuring that its employees or agents comply with this agreement during and after the project. During the consulting relationship, the Client and 21CP will be mutually dependent upon one another to accomplish the goals established. Client is responsible for providing leadership, making decisions, and designing and implementing the final outputs of this engagement.

Non-Solicitation. Client will not directly or indirectly solicit for employment, contract with, or otherwise hire 21CP employees, nor will Client directly or indirectly solicit for employment, contract with, or otherwise hire the employees, consultants, subcontractors, and other staff retained by 21CP without a specific written agreement during this engagement and for two years after its termination or expiration.

Term and Termination. Unless terminated earlier in accordance with the terms of this Agreement, this Agreement is effective as of the Effective Date and shall remain in effect for a period of one (1) year. Either party may terminate this Agreement at any time and for any reason, with or without cause, upon thirty (30) days' written notice to the other party. In the event a party materially breaches this Agreement, and the material breach is not cured within thirty (30) days following such party's receipt of written notice of the material breach, then the non-breaching party may terminate the Agreement upon written notice to the breaching party. In all circumstances, Client shall make a final payment to 21CP for all work performed through the date of such termination net 30 days.

Fees, Invoicing and Payment. 21CP will invoice at monthly intervals during the engagement. Payment is due net thirty (30) days from receipt of each invoice. If Client reasonably disputes an invoiced amount, then Client shall notify 21CP of such dispute in writing on or before the date the invoice would otherwise be due and include in such written notice a reasonably detailed explanation of the basis for the dispute. The parties shall work diligently and in good faith to resolve the dispute within five (5) business days following 21CP's receipt of any such dispute notice. Client shall pay any amounts that are determined to be owed to 21CP within five (5) business days of the date the dispute is resolved by the parties. To the extent 21CP incurs any travel or other reimbursable business expenses associated with delivering services pursuant to this Agreement, any such expenses will be invoiced to Client at cost. Receipts or other charge details will be provided to Client upon request. Unpaid invoiced amounts shall accrue interest at the rate of one percent (1%) per month from the beginning of the month in which they first become overdue. Without limiting any other available rights and remedies, 21CP may suspend performance of services upon written notice to Client if any invoiced amount is not paid when due. If 21CP pursues collection of overdue amounts, Client agrees to pay, in addition to all amounts due and payable hereunder, all costs of collection incurred by 21CP in collecting or enforcing the Agreement, including, without limitation, reasonable attorneys' fees and expenses actually incurred.

Due to the sensitive nature of the work and the possibility that other litigation or investigations unrelated to 21CP's engagement with City of New Bedford may arise, 21CP will request that 21CP be reimbursed for all reasonable and documented costs arising from responding to subpoenas, outside litigation, or other external investigations. This includes reimbursement to 21CP for any costs related to 21CP employee time and travel expenses reasonably incurred relating to any subsequent litigation or legislative testimony.

Remedies. 21CP and Client agree that termination of this agreement will be the sole remedy available to the parties, with the sole exception of (a) misuse of 21CP Materials or Client Materials, as applicable, (b) breach of the non-solicitation provisions of this Agreement, or (c) the timely payment of fees or expenses.

Damages Disclaimer and Cap. In no event shall either party be liable to the other for indirect, special, incidental, consequential, multiple or punitive damages, including, without limitation, loss of profits or interruption of business, regardless of the form of action, whether in contract tort (including negligence), arising under statute or otherwise, even if such party has been apprised of the possibility of such damages. Notwithstanding the foregoing, these limitations shall not limit or qualify any party's obligations to the other party for indemnification. To the extent either party is insured, each party's aggregate liability for any claims, losses, expenses, or damages arising out of or in any way related to this Agreement, regardless of the nature of the underlying claim, whether based on breach of contract, breach of warranty, tort (including negligence), strict liability, violation of law or otherwise, shall not exceed a dollar amount equal to the total amount paid on the party's behalf by the party's insurers in settlement or satisfaction of the other party's claims.

Non-Exclusivity. This engagement is non-exclusive. 21CP retains the right to perform work for others during the term of the engagement.

Services Warranties. 21CP warrants that the services provided to Client pursuant to this Agreement be performed in accordance with the standards of practice, quality, care, skill and diligence customary for a provider of such services. The service warranties set forth in this provision are the only warranties made by 21CP and are in lieu of all other warranties, whether express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose.

Subcontractors. If additional subject matter experts are necessary during the term of this agreement, 21CP will be solely responsible for deciding which of our employees will be assigned to the work we undertake for Client. 21CP will assign this work both to 21CP's partners, associates, staff, and to subcontractors retained by 21CP under consultant agreements, and we assume all responsibility for work performed by such subcontractors.

Confidentiality. To the extent permitted by Massachusetts Law, both parties agree to keep the terms of this relationship confidential. This proposal supersedes all other understandings between 21CP and Client for this engagement.

Governing Law. This agreement is governed by and will be construed as a sealed instrument under and in accordance with the laws of the Commonwealth of Massachusetts, United States of America (without reference to the conflicts of law provisions thereof). Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this agreement shall be commenced only in a court of the Commonwealth of Massachusetts (or, if appropriate, a federal court located within Massachusetts), and Client and 21CP each consent to the jurisdiction of such a court.

Intellectual Property. Any materials utilized by 21CP and the contents within, and any trainings provided are the intellectual property of 21CP. Reproduction in any form (via videotaping, filming, webcasting and/or any other form of reproduction) is strictly prohibited.

APPENDIX B STATEMENT OF WORK

1. CONSULTING SERVICES

21st Century Policing Solutions, leveraging decades of experience in law enforcement, investigations, management, and police oversight, will conduct a comprehensive review and independent expert assessment of the existing policies, practices and procedures in NBPD's Organized Crime and Narcotics Unit and Professional Standards (internal affairs) Unit. We will apply our independent expertise to assess findings, identify any overlooked areas, and provide professional recommendations based on best practices in policing, accountability, and investigative integrity.

21CP will, as an educating expert, provide the following advisory and consulting services:

- **Policy and Procedural Compliance Review:** Considering issues raised in recent media reporting, determine whether the current policies, procedures, and practices of the Organized Crime and Narcotics Unit and Internal Affairs Unit reflect best practices in law enforcement accountability and oversight, including whether the practices concerning confidential informants adhere to department policies, applicable laws, and best practices.
- **Gap Analysis and Supplemental Recommendations:** Identify any missing elements or unexamined evidence that may require further inquiry, ensuring that all concerns have been identified and addressed.
- **Stakeholder Briefings:** Regularly consult with designated NBPD leadership, municipal authorities, and other oversight entities to provide updates on findings, assessments, and necessary next steps.
- **Actionable Recommendations:** Offer concrete, expert-driven recommendations, including any necessary follow-up actions, policy enhancements, or systemic reforms to improve professionalism, transparency, and accountability within NBPD.

Deliverables

Upon completion of the assessment, 21CP will provide to the City Solicitor:

Expert Opinion Report: A comprehensive analysis of the current state of policies, practices, training, and procedures of the Organized Crime and Narcotics Unit, as well as an assessment of the current Internal Affairs operation, detailing strengths, weaknesses, and areas requiring further attention.