

STATE OF NORTH CAROLINA  
MECKLENBURG COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION

FILED No. 20 CVS 10257

AMERICAN CIVIL LIBERTIES UNION OF NORTH CAROLINA, )  
 )  
 )

Plaintiff, )  
 )  
 )

v. )  
 )  
 )

CITY OF CHARLOTTE, )  
 )  
 )

MARCUS JONES, in his official )  
capacity as City Manager, )  
 )  
 )

and )  
 )  
 )

JOHNNY JENNINGS, in his official )  
capacity as Chief of the Charlotte- )  
Mecklenburg Police Department, )  
 )  
 )

Defendants. )

**MOTION FOR TEMPORARY  
RESTRAINING ORDER AND  
PRELIMINARY INJUNCTION**

Under North Carolina Rule of Civil Procedure 65, the American Civil Liberties Union of North Carolina (ACLU, or Plaintiff) moves the Court to issue a temporary restraining order and preliminary injunction requiring Defendants to comply with North Carolina Public Records Act.

This case is about timely access to public records of immense public importance. Over nine months ago, Plaintiff sent a request to Defendants for records related to the City of Charlotte hosting the 2020 Republican National Convention (RNC). In the time since, Defendants have only produced five documents, two of which were already publicly available. They have not explained why any statutory exemptions should apply and have refused to provide a timeline

for producing more documents. With the RNC less than three weeks away, preliminary injunctive relief is necessary to preserve Plaintiff's right of timely access to public records.

Specifically, Plaintiff seeks immediate production of the following categories of public records:

- (1) All executed contracts between the City, or any City agency, and private businesses for equipment, services, and/or materials to be used in connection with the 2020 RNC;
- (2) All executed memoranda of understanding and other agreements between the City, or any City agency, and other government agencies related to the RNC; and
- (3) All policies and procedures related to requests to private companies, including internet service providers and cellular phone providers or manufacturers, for location data and/or cell phone use information in a particular geographic area.

For the reasons that follow, Plaintiff is likely to succeed on the merits of its claim and will likely suffer irreparable harm absent preliminary relief. Moreover, the balance of equities and public interest also favor preliminary relief.

## **BACKGROUND**

1. The ACLU of North Carolina, an affiliate of the national American Civil Liberties Union, is a non-profit membership organization with its principal office in Raleigh, North Carolina. It has approximately 26,000 members and supporters across North Carolina, including many in Mecklenburg County. The ACLU of North Carolina brings together litigation, legislative, communications, and organizing

strategies to empower communities and advocate in issue areas including criminal justice reform, racial justice, and First Amendment rights. (Exhibit A, Affidavit of Ann C. Webb ¶ 2.)<sup>1</sup>

2. Promoting government transparency and accountability, and educating the public about related issues, are critical aspects of Plaintiff's mission. (*See id.* ¶¶ 2-4.)

3. The RNC is an event where the Republican Party officially nominates its candidates for president and vice president. The RNC was originally scheduled to take place in Charlotte between August 24 and August 27, 2020. Recently, portions of the RNC were rescheduled to take place in Florida. Those portions, however, have now been cancelled altogether and RNC-related events will now only take place in Charlotte on August 24, 2020.<sup>2</sup>

4. Accommodating events like the RNC involves massive expenditure of public funds and other resources. (*Id.* ¶ 7.)

5. On October 28, 2019, Plaintiff submitted a request to Defendants seeking public records concerning the RNC. (*Id.* ¶ 5.) The records requested included contracts entered into by the City, documents concerning federal grants, documents

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<sup>1</sup> Ms. Webb's affidavit was originally filed in Wake County Superior Court in support of Plaintiff's motion for preliminary injunction in that action. Plaintiff voluntarily dismissed that action without prejudice on July 31, 2020.

<sup>2</sup> *See* Jim Morrell, *After Trump Cancels Jacksonville Events, the RNC Is Back Where It Was – In Charlotte*, The Charlotte Observer (July 24, 2020), <https://www.charlotteobserver.com/news/politics-government/rnc-2020/article244462217.html>.

concerning crowd control and surveillance equipment, budgets, agreements with law enforcement agencies, policies concerning requests to private companies for location data and/or cell phone use information, and communications involving City officials. (*Id.*)

6. Plaintiff submitted its request nearly ten months before the RNC to ensure enough time for City officials to gather the records and make any redactions required by law, and for Plaintiff to review the records and report its findings to the public. (*Id.* ¶ 8.)

7. In the months that followed, Plaintiff submitted three written follow-ups, and its counsel spoke with Defendants' counsel on three occasions to request updates, negotiate a rolling production, and understand any concerns City officials may have. (*Id.* ¶ 9.)

8. Despite these efforts, to date, Defendants have only produced five documents. (*Id.* ¶ 10.) They have not explained why any specific document responsive to Plaintiff's request qualifies for a statutory exemption. (*Id.* ¶ 12.)

9. On June 26, 2020, Defendant Jennings stated publicly that he would not disclose what the Department purchased with a federal security grant before the RNC, but would do so "after the event is over."<sup>3</sup>

10. Defendants have indicated that the COVID-19 pandemic has slowed City operations. Plaintiff appreciates the challenges faced by state and local

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<sup>3</sup> Nate Morabito (@natemorabito), Twitter (June 26, 2020, 4:43 PM) <https://twitter.com/NateMorabito/status/1276617020327563264> (posting video clip of interview with Chief Jennings).

governments, but the request at issue was submitted over four months before Governor Cooper declared a state of emergency.<sup>4</sup>

11. Plaintiff filed a complaint in Wake County Superior Court on June 23, 2020, under the North Carolina Public Records Act and Declaratory Judgment Act, seeking to compel disclosure of the public records identified in Plaintiff's request. On July 9, 2020, Plaintiff filed a motion for a preliminary injunction. On July 27, 2020, Defendants filed an answer to the complaint and moved to dismiss for improper venue. On July 31, 2020, Plaintiff voluntarily dismissed the case without prejudice and refiled a substantively identical complaint in Mecklenburg County Superior Court seeking to compel disclosure of the same public records.

## ARGUMENT

12. Preliminary injunctive relief is appropriate when a plaintiff (1) can "show likelihood of success on the merits of his case" and (2) "is likely to sustain irreparable loss unless the injunction is issued, or if, in the opinion of the Court, issuance is necessary for the protection of a plaintiff's rights during the course of litigation." *A.E.P. Indus., Inc. v. McClure*, 308 N.C. 393, 401, 302 S.E.2d 754, 759–60 (1983) (alteration omitted).

13. When considering whether to issue a preliminary injunction, a court "should engage in a balancing process, weighing potential harm to the plaintiff if the

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<sup>4</sup> Executive Order No. 116 (March 10, 2020), <https://files.nc.gov/governor/documents/files/EO116-SOE-COVID-19.pdf>.

injunction is not issued against the potential harm to the defendant if injunctive relief is granted.” *Williams v. Greene*, 36 N.C. App. 80, 86, 243 S.E.2d 156, 160 (1978). A court should also consider whether granting preliminary relief would serve the public interest. *See Holmes v. Moore*, 840 S.E.2d 244, 266 (N.C. Ct. App. 2020) (preliminary injunction of voter ID law was appropriate in part because “the public interest . . . favors permitting as many qualified voters to vote as possible”).

**Plaintiff is likely to prevail on the merits.**

14. The Public Records Act defines “public records” broadly to include “all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions.” N.C.G.S. § 132-1(a).
15. The Supreme Court of North Carolina “has consistently found that it is clear that the legislature intended to provide that, as a general rule, the public would have liberal access to public records.” *LexisNexis Risk Data Mgmt. Inc. v. N. Carolina Admin. Office of Courts*, 368 N.C. 180, 185, 775 S.E.2d 651, 654 (2015).
16. When a custodian of public records receives a request under the Act, they must furnish the records sought “as promptly as possible[.]” N.C.G.S. § 132-6(a). Custodians have “no discretion to prevent public inspection and copying of such

records.” *Virmani v. Presbyterian Health Servs. Corp.*, 350 N.C. 449, 465, 515 S.E.2d 675, 686 (1999).

17. Custodians may deny access to a record *only* if “a specific statutory exemption” applies. *Id.* If a document has confidential information commingled with non-confidential information, government agencies are responsible for “separat[ing] confidential from nonconfidential information in order to permit the inspection[.]” N.C.G.S. § 132-6(c).

18. The Act exempts certain “sensitive public security information” such as “information containing specific details of public security plans and arrangements or the detailed plans and drawings of public buildings and infrastructure facilities or plans, schedules, or other documents that include information regarding patterns or practices associated with executive protection and security.” N.C.G.S. § 132-1.7(a).

19. However, the Act specifically does *not* exempt “[i]nformation relating to the general adoption of public security plans and arrangements, and budgetary information concerning the authorization or expenditure of public funds to implement public security plans and arrangements, or for the construction, renovation, or repair of public buildings and infrastructure facilities . . . .” N.C.G.S. § 132-1.7(c).

20. To compel production under N.C.G.S. § 132-9, a plaintiff must satisfy three elements: “(1) a person requests access to or copies of public records from a government agency or subdivision, (2) for the purpose of inspection and

examination, and (3) access to or copies of the requested public records are denied.”  
*State Employees Ass’n of N. Carolina, Inc. v. N. Carolina Dep’t of State Treasurer*,  
364 N.C. 205, 211, 695 S.E.2d 91, 95 (2010).

21. Here, Plaintiff submitted its request to Defendants on October 28, 2019. The request sought, among other things, contracts, policies, memoranda of understanding, and correspondence between public officials.

22. These documents qualify as public records under the Act. Plaintiff does not seek any plans detailing the ins and outs of how Defendants might respond to a public safety threat. Rather, Plaintiff primarily seeks access to documents indicating what government officials bought, why they bought it, who they bought it from, how much it cost, and what other government agencies Defendants are working with. These are quintessential public records subject to public inspection. *See Womack Newspapers, Inc. v. Town of Kitty Hawk ex rel. Kitty Hawk Town Council*, 181 N.C. App. 1, 13, 639 S.E.2d 96, 104 (2007) (holding that contracts for goods and services entered into by town were public records).

23. Indeed, the fact that Defendant Jennings intends to make certain documents public *after* the RNC indicates that Defendants believe them to be public records—they would just prefer to release them later. State law does not afford Defendants that discretion. The Act requires them to disclose public records “as promptly as possible[.]” N.C.G.S. § 132-6(a).



24. Plaintiff has therefore satisfied the first two elements of its claim by submitting a request to government officials for the purpose of inspecting public records.

25. As to the third element, a denial of access may occur when there is significant delay in responding to a request or a custodian does not provide all responsive records. *See State Employees Ass'n*, 364 N.C. at 212–13, 695 S.E.2d at 96 (holding that the plaintiff had stated a claim by alleging that the defendants had not produced all responsive records after ten months and multiple follow-up attempts).

26. Here, in light of the significant amount of time that has passed since Plaintiff submitted its request, the very small number of responsive records produced, and no applicable statutory exemption for those documents, Plaintiff is likely to succeed in showing that Defendants have denied access to public records and violated both the letter and spirit of the Public Records Act.

**Preliminary relief is necessary to prevent irreparable harm to Plaintiff and preserve Plaintiff's rights during the pendency of this litigation.**

27. Irreparable harm is “one to which the complainant should not be required to submit or the other party permitted to inflict, and is of such continuous and frequent recurrence that no reasonable redress can be had in a court of law.” *A.E.P. Indus.*, 308 N.C. at 407, 302 S.E.2d at 763 (citing *Barrier v. Troutman*, 231 N.C. 47, 50, 55 S.E.2d 923, 925 (1949)).

28. Even if a plaintiff is unlikely to suffer irreparable harm, preliminary relief is appropriate if “necessary for the protection of a plaintiff’s rights during the course of litigation.” *A.E.P. Indus*, 308 N.C. at 401, 302 S.E.2d at 759–60.

29. The General Assembly has emphasized the importance of timely access to public records by requiring public officials to fulfill requests “as promptly as possible,” N.C.G.S. § 132-6(a), allowing the recovery of attorney fees for successful enforcement actions, *id.* § 132-9(c), and requiring that such cases “be set down for immediate hearing” and receive “priority by the trial and appellate courts,” *id.* § 132-9(a).

30. Moreover, public records custodians have no legal authority to delay the release of public records until a time they believe would be more convenient. *See Virmani*, 350 N.C. at 465, 515 S.E.2d at 686; *N. Carolina Press Ass’n, Inc. v. Spangler*, 94 N.C. App. 694, 698–99, 381 S.E.2d 187, 191 (1989) (“[T]he Public Records Act does not give a governmental agency the discretionary authority to decline to comply with an order for release of records to the public until a time when the agency has determined that release would be prudent or timely.”).

31. Thus, denial of timely access public records constitutes a serious injury under state law.

32. The right of timely access is especially important here. As noted above, Plaintiff has a core mission of protecting free speech, promoting government transparency and accountability, and educating the public about civil rights issues. (Webb Aff. ¶¶ 2-4.) And the request at issue seeks records concerning a massive

expenditure of public resources on the RNC—a historic event that will likely draw significant political protest, especially during the current climate of ongoing demonstrations for racial justice.

33. By denying timely access to public records, Defendants are violating Plaintiff's rights under the Public Records Act and frustrating Plaintiff's organizational mission. (*See id.* ¶ 13.) Moreover, if Defendants have purchased military-grade weapons that may be deployed in response to political protest—and have requested the help of outside government agencies in doing so—then Plaintiff, its members attending the RNC, and the general public have an even greater interest in knowing about it beforehand. (*Id.* ¶ 14.)

34. These concerns are not idle speculation. Just recently, Charlotte has responded to peaceful political protests with measures including tear gas, rubber bullets, pepper spray, and flash bang grenades.<sup>5</sup>

35. For these reasons, timely public scrutiny of City operations is critically important, especially with the RNC—a major event that will be closed to the press.<sup>6</sup>

36. It does not appear that North Carolina's appellate courts have addressed irreparable harm to a party seeking disclosure under the Public Records Act. However, in the analogous context of the federal Freedom of Information Act

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<sup>5</sup> *See* 'Everything felt like it was on fire.' Floyd marchers say they walked into police ambush, WBTV.com (June 6, 2020), <https://www.wbtv.com/2020/06/06/everything-felt-like-it-was-fire-floyd-marchers-say-they-walked-into-police-ambush/>.

<sup>6</sup> Jeremy Diamond and Ryan Nobles, *GOP convention in Charlotte closed to press, portions will be livestreamed*, CNN (Aug. 2, 2020), <https://www.cnn.com/2020/08/01/politics/rnc-charlotte-press/index.html>.

(FOIA), courts have found a likelihood of irreparable harm when media or public interest organizations seek records in order to inform the public about significant upcoming political events. *See, e.g., Elec. Privacy Info. Ctr. v. Dep't of Justice*, 416 F. Supp. 2d 30, 41 (D.D.C. 2006) (holding that non-profit would likely suffer irreparable harm if precluded “from obtaining in a timely fashion information vital to the current and ongoing debate surrounding the legality of the Administration’s warrantless surveillance program”); *Washington Post v. Dep't of Homeland Sec.*, 459 F. Supp. 2d 61, 75 (D.D.C. 2006) (“Because the urgency with which the plaintiff makes its FOIA request is predicated on a matter of current national debate, due to the impending election, a likelihood for irreparable harm exists if the plaintiff’s FOIA request does not receive expedited treatment.”)

37. The same issues favoring injunctive relief are present here. Across the country—and in Charlotte especially—there continues to be ongoing, widespread debate about the appropriateness of local law enforcement responses to peaceful, political protest.<sup>7</sup> The records sought by Plaintiff are highly relevant to that debate, and Defendants would effectively escape public scrutiny if the Court does not order them to comply with the Public Records Act in a timely fashion.

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<sup>7</sup> *See, e.g.,* K.K. Rebecca Lai, Bill Marsh and Anjali Singhvi, *Here Are the 100 U.S. Cities Where Protesters Were Tear-Gassed*, N.Y. Times (updated June 18, 2020), <https://www.nytimes.com/interactive/2020/06/16/us/george-floyd-protests-police-tear-gas.html>.

**The balance of equities and public interest favor injunctive relief.**

38. As discussed above, a temporary restraining order and preliminary injunction would prevent irreparable harm to Plaintiff and protect Plaintiff's rights as this litigation proceeds. By contrast, Defendants would simply have to produce already-executed contracts, other agreements, and City policies after redacting any statutorily-exempt information. Defendants have already had more than nine months to do this. Moreover, increasing government transparency and accountability undoubtedly serves the public interest. Therefore, these factors also weigh in favor of injunctive relief.

**The Court should require no security bond or a nominal security bond.**

39. North Carolina Rule of Civil Procedure 65(c) states that no preliminary injunction shall issue "except upon the giving of security by the applicant, in such sum as the judge deems proper, for the payment of such costs and damages as may be incurred or suffered by any party who is found to have been wrongfully enjoined." "[T]here are some instances when it is proper for no security to be required of a party seeking injunctive relief." *Keith v. Day*, 60 N.C. App. 559, 561-62, 299 S.E. 2d 296 (1983). Federal decisions also provide guidance in this context, *see id.* at 560-62, 299 S.E. 2d at 297, and show that in cases that implicate the public interest and involve plaintiffs of limited means, no bond or nominal bond is appropriate. *See, e.g., Barahona-Gomez v. Reno*, 167 F.3d 1228, 1237 (9th Cir. 1999).

40. Here, Plaintiff is a non-profit public interest organization. Any more than a nominal security bond may prevent Plaintiff from obtaining the relief sought. Accordingly, Plaintiff requests that the Court waive any security bond or require only a nominal bond.

### CONCLUSION

41. Plaintiff respectfully asks the Court to grant the motion for preliminary injunctive relief and order Defendants to immediately produce copies of the following public records:

- (1) All executed contracts between any City agency and private businesses for equipment, services, and materials to be used in connection with the 2020 RNC;
- (2) All executed memoranda of understanding and other agreements between the City, or any City agency, and other government agencies related to the RNC; and
- (3) All policies or procedures related to requests to private companies, including internet service providers and cellular phone providers or manufacturers, for location data and/or cell phone use information in a particular geographic area.

42. Plaintiff further asks the Court to order Defendants to expedite gathering of all other responsive documents and produce them to Plaintiff for inspection no later than August 14, 2020.

Respectfully submitted, this the 3rd day of August, 2020.

A handwritten signature in black ink, appearing to read "Dan Siegel", written over a horizontal line.

Daniel K. Siegel  
N.C. Bar # 46397  
Irena Como  
N.C. Bar # 51812  
AMERICAN CIVIL LIBERTIES UNION  
OF NORTH CAROLINA LEGAL FOUNDATION  
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## CERTIFICATE OF SERVICE

I certify that on August 3rd, 2020, I served the foregoing document and all exhibits via electronic mail on the following:

Mr. Roger A. McCalman  
Assistant City Attorney  
roger.mccalman@cmpd.org

Mr. Patrick Baker  
City Attorney  
Patrick.Baker@ci.charlotte.nc.us

A handwritten signature in black ink, appearing to read "Dan Siegel". The signature is written in a cursive style with a horizontal line underneath.

Daniel K. Siegel  
Counsel for Plaintiff



STATE OF NORTH CAROLINA  
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
No. 20CVS500121

AMERICAN CIVIL LIBERTIES )  
UNION OF NORTH CAROLINA, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
CITY OF CHARLOTTE, et al., )  
 )  
Defendants. )

**AFFIDAVIT OF  
ANN C. WEBB**

1. My name is Ann C. Webb. I am Senior Policy Counsel for the American Civil Liberties Union (ACLU) of North Carolina.
2. The ACLU of North Carolina, an affiliate of the national American Civil Liberties Union, is a non-profit membership organization with its principal office in Raleigh, North Carolina. It has approximately 26,000 members and supporters across North Carolina, including many in Mecklenburg County. The ACLU of North Carolina brings together litigation, legislative, communications, and organizing strategies to empower communities and advocate in issue areas including criminal justice reform, racial justice, and First Amendment rights.
3. Promoting government transparency and accountability and educating the public about civil rights issues are critical aspects of our mission.
4. In support of this mission, the ACLU of North Carolina regularly submits public records requests to state and local government for the purpose of promoting

government transparency and educating North Carolinians about matters of public interest.

5. On October 28, 2019, I submitted a request to Defendants seeking public records concerning the 2020 Republican National Convention (RNC), which at the time was scheduled to take place from August 24-27, 2020, in Charlotte, North Carolina. The requested records included contracts entered into by the City, documents concerning federal grants, documents concerning crowd control and surveillance equipment, budgets, agreements with law enforcement agencies, policies concerning requests to private companies for location data and/or cell phone use information, and communications involving City officials. (Ex. A.)

6. The request was assigned number 2948 in the City's public records request system. (Ex. B.)

7. Political conventions like the RNC are massive undertakings for the cities that host them, as they require significant planning and expenditure of public funds and other resources, evidenced by the lengthy framework agreement signed by the City in July 2018. (Ex. H.)

8. I submitted the public records request at issue nearly ten months before the RNC to ensure enough time for City officials to gather the records, make any redactions required by state law, and for the ACLU of North Carolina to review the records and report our findings to the public.

9. Over the next eight months, I submitted three written follow-ups to City officials seeking updates on our request, suggesting a rolling production of

documents, and encouraging a dialogue so that we could better understand any concerns City officials may have. I also spoke to Defendants' attorneys on three occasions seeking ways to resolve our request without resorting to litigation. (See Ex. C; Ex. D; Ex. E; Ex. F; Ex. G.)

10. To date, however, the City has only produced five documents in response to our request: the RNC framework agreement, which was already publicly available online; the CMPD Interactive Directives Guide, also already publicly available online; a checklist of U.S. Department of Justice guidelines for receiving an RNC security grant; the City's guide for complying with RNC security grants requirements; and a Word version of that same document.

11. Defendants have not produced any of the requested executed purchase contracts, agreements or memoranda of understanding with other governmental agencies, policies concerning requests to private companies for location data and/or cell phone use information, or communications involving City officials.

12. Defendants and their counsel have not asserted that any specific document responsive to our request is exempt from inspection under state or federal law.

13. By refusing to produce public records in a timely manner, Defendants are interfering with the ACLU of North Carolina's mission and significantly reducing the benefit to our members and the public from being able to inspect these records before the RNC.

14. If Defendants have purchased military-grade weapons that may be deployed against peaceful protestors at a major political event—and signed agreements with

other government agencies to participate in such action—the public has an overriding interest in knowing about it *before* the RNC takes place.

15. The City of Charlotte’s recent response to peaceful protest underscores the need for government transparency here. In several news reports that I reviewed, City police officers used chemical irritants, such as tear gas and pepper balls, to violently disperse people who were exercising First Amendment rights. Our members who are in Charlotte during a major event like the RNC need to know in advance what types of dangerous conditions they may be exposed to, not only so they can hold City officials accountable for how public funds are being spent, but also so they can protect themselves from hazards. For example, a person with a respiratory, allergic, or other health condition needs to know in advance whether exercising their First Amendment rights may place them at risk of injury or death.

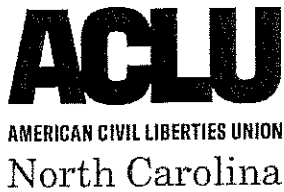
16. Despite reports that RNC events may be held in a different city, to my knowledge there continue to be reports that some RNC events may take place in Charlotte. The size of the event does not, however, change the need for our members in Charlotte to know as soon as possible what equipment has been purchased or acquired by the City in advance of the RNC as that equipment will continue to be used by the City even after the conclusion of the RNC. Our members have every reason to understand that this equipment may be deployed at any time, not only during a large event such as the RNC.

October 28, 2019

City Manager Marcus D. Jones  
Office of the City Manager  
600 E. 4th Street  
Charlotte, NC 28202

Dear Mr. Jones:

We are writing on behalf of the American Civil Liberties Union of North Carolina (ACLU-NC) to request public records related to the City of Charlotte's hosting of the 2020 Republican National Convention (2020 RNC). The ACLU-NC is a nonprofit organization dedicated to defending and preserving the constitutional rights of North Carolinians. This request is made pursuant to the North Carolina Public Records Act, N.C. Gen. Stat. 132-1 through 132-11.



P.O. Box 28004  
Raleigh, NC 27611  
(919) 834-3466  
acluofnc.org

Leah Hamilton  
President

Karen M. Anderson  
Executive Director

The ACLU-NC requests that the City of Charlotte (the City) and any of its agencies, offices, or political subdivisions produce the following public records (including, but not limited to, any electronic or paper documents, forms, recordings, meeting minutes, computer records, correspondence, or other documentary material, regardless of physical form or characteristics) that are responsive to the following:

1. All contracts related to the 2020 RNC entered into by the City, Charlotte-Mecklenburg Police Department (CMPD), and/or any other City entity, with CLT Host 2020, Inc., and/or the Republican National Committee, *not* including the previously-released Framework Agreement and Arena License agreement released with Public Records Request #2606, and the three-page Executive Summary released in July 2018.
2. Documents, including requests, agreements, and contracts pertaining to any federal grants or funds related to security and/or law enforcement for the 2020 RNC sought by or awarded to the City, CMPD, or any other City entity after July 1, 2018.
3. Records related to any and all planned, proposed, initiated, or completed purchases, acquisitions, and/or leases by CMPD or any other City entity between July 1, 2018 and the date on which the City responds to this request that are related to security and law enforcement, including, but not limited to, for example the following:

**PLAINTIFF'S EXHIBIT A**



- a. Crowd-Control equipment, including, but not limited to, Tasers, tear gas, pepper spray, devices for delivering chemicals, and Long-Range Acoustic Devices;
  - b. Surveillance equipment, including, but not limited to, electronic body scanners, tracking software including facial recognition software, Stingray tracking devices, cell phone signal disrupters, ShotSpotter, and cameras;
  - c. Military grade equipment, including, but not limited to, weapons of any kind, automatic assault rifles, body armor and personal protective gear, mine resistant armored vehicles, grenades, flash bang grenades, or similar explosives and grenade launchers.
4. Most recent City and CMPD draft or approved budgets for the 2020 RNC.
5. Memorandums of Understanding (MOUs), Mutual Aid Agreements (MAAs), or intergovernmental law enforcement agreements between the CMPD and any other local government entity (including Mecklenburg County or the Mecklenburg County Sheriffs Department), state government agency, or federal agencies (including Department of Homeland Security, Immigration and Customs Enforcement, and Customs and Border Patrol).
6. Documents related to any request, bid, proposal, agreement, proposal or contract for private security and/or law enforcement services and/or consulting or advising between the City, CMPD related to the 2020 RNC, between July 1, 2018 and the date on which the City responds to this request.
7. Any draft or final free speech, demonstration zones, parade routes, and security checkpoint zones or maps that have been proposed, drafted, or approved for the period before, during, and immediately after the 2020 RNC.
8. Any City or CMPD policies related to requests to private companies, including internet service providers and cellular phone providers or manufacturers for location data and/or cell phone use information in a particular geographic area.

9. Communications between any combination of the City Manager or staff, City Council members or staff, Mayor or staff, County Commissioners or staff, Sheriff or staff, and/or Police Chief or staff related to 2020 RNC security or law enforcement planning or budget, between July 1, 2018 and the date on which the City responds to this request.
10. Communications between any City official and any representative of the RNC Host Committee or Republican National Committee regarding planning for security and/or law enforcement presence before, during, or immediately after the RNC.



Because this request is a matter of public concern and because it is made on behalf of a nonprofit organization, we request a fee waiver. If, however, such a waiver is denied, we will reimburse you for the reasonable cost of any paper copies. Please inform us in advance if the cost will be greater than \$50.00. Please send us documents in an accessible electronic format if at all possible. Should you withhold some portions of the requested documents on the grounds that they are exempt from disclosure, please specify which exemptions, list any withheld records, and release any portions of the records for which you do not claim an exemption.

Please provide all responsive records by November 27, 2019 to [awebb@acluofnc.org](mailto:awebb@acluofnc.org) or to the mailing address indicated on this letter.

*If the requested documents cannot be produced simultaneously, we ask that the records be produced on a rolling basis as soon as reasonably possible until the request is fulfilled in full. Please contact us to discuss the timeline and priorities among the requests.*

If the City or CMPD has not yet finalized policies or protocols related to law enforcement, security, and/or speech and demonstrations at the 2020 RNC, or if you are interested in amending current policies, we are available to serve as a resource for you, as we did prior to the 2012 Democratic National Convention.

Please feel free to contact Ann Webb with any questions at (919) 675-1931. Thank you for your prompt attention to this matter.

Sincerely,

Ann Webb  
Policy Counsel  
(919) 675-1931  
[awebb@acluofnc.org](mailto:awebb@acluofnc.org)

**User's Session Information**

Referrer URL: <https://charlottenc.gov/PublicRecords/Pages/default.aspx>

Browser Type: desktop

Browser Name: Chrome

Browser Version: 78.0.3904.70

Platform Type: Windows

Platform OS Version: 10.0

**Full Name**

Ann  
Webb

**Email**

awebb@acluofnc.org

**Phone Number**

9196751931

**Full Address**

PO Box 28004  
Raleigh  
NC  
27611

**Description**

We are writing on behalf of the American Civil Liberties Union of North Carolina (ACLU-NC) to request public records related to the City of Charlotte's hosting of the 2020 Republican National Convention (2020 RNC). The ACLU-NC is a nonprofit organization dedicated to defending and preserving the constitutional rights of North Carolinians. This request is made pursuant to the North Carolina Public Records Act, N.C. Gen. Stat. 132-1 through 132-11.

The ACLU-NC requests that the City of Charlotte (the City) and any of its agencies, offices, or political subdivisions produce the following public records (including, but not limited to, any electronic or paper documents, forms, recordings, meeting minutes, computer records, correspondence, or other documentary material, regardless of physical form or characteristics) that are responsive to the following:

1. All contracts related to the 2020 RNC entered into by the City, Charlotte-Mecklenburg Police Department (CMPD), and/or any other City entity, with CLT Host 2020, Inc., and/or the Republican National Committee, not including the previously-released Framework Agreement and Arena License agreement released with Public Records Request #2606, and the three-page Executive Summary released in July 2018.
2. Documents, including requests, agreements, and contracts pertaining to any federal grants or funds related to security and/or law enforcement for the 2020 RNC sought by or awarded to the City, CMPD, or any other City entity after July 1, 2018.
3. Records related to any and all planned, proposed, initiated, or completed purchases, acquisitions, and/or leases by CMPD or any other City entity between July 1, 2018 and the date on which the City responds to this request that are related to security and law enforcement, including, but not limited to, for example the following:
  - a. Crowd-Control equipment, including, but not limited to, Tasers, tear gas, pepper spray, devices for delivering chemicals, and Long-Range Acoustic Devices;
  - b. Surveillance equipment, including, but not limited to, electronic body scanners, tracking software including facial recognition software, Stingray tracking devices, cell phone signal



disrupters, ShotSpotter, and cameras;

c. Military grade equipment, including, but not limited to, weapons of any kind, automatic assault rifles, body armor and personal protective gear, mine resistant armored vehicles, grenades, flash bang grenades, or similar explosives and grenade launchers.

4. Most recent City and CMPD draft or approved budgets for the 2020 RNC.

5. Memorandums of Understanding (MOUs), Mutual Aid Agreements (MAAs), or intergovernmental law enforcement agreements between the CMPD and any other local government entity (including Mecklenburg County or the Mecklenburg County Sheriffs Department), state government agency, or federal agencies (including Department of Homeland Security, Immigration and Customs Enforcement, and Customs and Border Patrol).

6. Documents related to any request, bid, proposal, agreement, proposal or contract for private security and/or law enforcement services and/or consulting or advising between the City, CMPD related to the 2020 RNC, between July 1, 2018 and the date on which the City responds to this request.

7. Any draft or final free speech, demonstration zones, parade routes, and security checkpoint zones or maps that have been proposed, drafted, or approved for the period before, during, and immediately after the 2020 RNC.

8. Any City or CMPD policies related to requests to private companies, including internet service providers and cellular phone providers or manufacturers for location data and/or cell phone use information in a particular geographic area.

9. Communications between any combination of the City Manager or staff, City Council members or staff, Mayor or staff, County Commissioners or staff, Sheriff or staff, and/or Police Chief or staff related to 2020 RNC security or law enforcement planning or budget, between July 1, 2018 and the date on which the City responds to this request.

10. Communications between any City official and any representative of the RNC Host Committee or Republican National Committee regarding planning for security and/or law enforcement presence before, during, or immediately after the RNC.

Because this request is a matter of public concern and because it is made on behalf of a nonprofit organization, we request a fee waiver. If, however, such a waiver is denied, we will reimburse you for the reasonable cost of any paper copies. Please inform us in advance if the cost will be greater than \$50.00. Please send us documents in an accessible electronic format if at all possible. Should you withhold some portions of the requested documents on the grounds that they are exempt from disclosure, please specify which exemptions, list any withheld records, and release any portions of the records for which you do not claim an exemption.

Please provide all responsive records by November 27, 2019 to [awebb@aduofnc.org](mailto:awebb@aduofnc.org) or to the mailing address indicated on this letter.

If the requested documents cannot be produced simultaneously, we ask that the records be produced on a rolling basis as soon as reasonably possible until the request is fulfilled in full. Please contact us to discuss the timeline and priorities among the requests.

**Is this a media request?**

No



Ann Webb &lt;awebb@acluofnc.org&gt;

---

**Public Records Request #2948**

7 messages

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**Knight, Amelia** <Amelia.Knight@ci.charlotte.nc.us>  
To: "awebb@acluofnc.org" <awebb@acluofnc.org>  
Cc: "Flotree, Cheyenne" <Cheyenne.Flotree@ci.charlotte.nc.us>

Tue, Oct 29, 2019 at 9:52 AM

Hello,

This email serves as an acknowledgment of your public records request #2948. I will forward your request to the appropriate department(s) for fulfillment. We intend to fulfill the request as expeditiously as possible.

Thanks,

*Amelia B. Knight*

Public Records Specialist

OFFICE OF THE CITY CLERK

600 East 4th Street, Charlotte, NC 28202

P: 704.353.1773 | F: 704.336.7588

[Amelia.Knight@charlottenc.gov](mailto:Amelia.Knight@charlottenc.gov) | [www.charlottenc.gov/cityclerk](http://www.charlottenc.gov/cityclerk)

**From:** City of Charlotte - public records request <noreply@seamlessdocs.com>  
**Sent:** Monday, October 28, 2019 11:08 AM  
**To:** Public Records Request <PublicRecordsRequest@ci.charlotte.nc.us>  
**Subject:** [EXT] [City of Charlotte] Public records request

**PLAINTIFF'S EXHIBIT C**

This document has been sent on behalf of City of Charlotte by SeamlessDocs.

# Form Submission

## Public records request

### Public records request form

#### User's Session Information

User's Session Information: Referrer URL: [https://charlottenc.gov/  
PublicRecords/Pages/default.aspx](https://charlottenc.gov/PublicRecords/Pages/default.aspx)  
User's Session Information: Browser Type: desktop  
User's Session Information: Browser Name: Chrome  
User's Session Information: Browser Version: 78.0.3904.70  
User's Session Information: Platform Type: Windows  
User's Session Information: Platform OS Version: 10.0

#### Full Name

First Name: Ann  
Last Name: Webb

#### Email

[awebb@acluofnc.org](mailto:awebb@acluofnc.org)

#### Phone Number

9196751931

**Full Address**

Street Address: PO Box 28004

City: Raleigh

State: NC

Zip: 27611

**Description**

We are writing on behalf of the American Civil Liberties Union of North Carolina (ACLU-NC) to request public records related to the City of Charlotte's hosting of the 2020 Republican National Convention (2020 RNC). The ACLU-NC is a nonprofit organization dedicated to defending and preserving the constitutional rights of North Carolinians. This request is made pursuant to the North Carolina Public Records Act, N.C. Gen. Stat. 132-1 through 132-11. The ACLU-NC requests that the City of Charlotte (the City) and any of its agencies, offices, or political subdivisions produce the following public records (including, but not limited to, any electronic or paper documents, forms, recordings, meeting minutes, computer records, correspondence, or other documentary material, regardless of physical form or characteristics) that are responsive to the following: 1. All contracts related to the 2020 RNC entered into by the City, Charlotte-Mecklenburg Police Department (CMPD), and/or any other City entity, with CLT Host 2020, Inc., and/or the Republican National Committee, not including the previously-released Framework Agreement and Arena License agreement released with Public Records Request #2606, and the three-page Executive Summary released in July 2018. 2. Documents, including requests, agreements, and contracts pertaining to any federal grants or funds related to security and/or law enforcement for the 2020 RNC sought by or awarded to the City, CMPD, or any other City entity after July 1, 2018. 3. Records related to any and all planned, proposed, initiated, or completed purchases, acquisitions, and/or leases by CMPD or any other City entity between July 1, 2018 and the date on which the City responds to this request that are related to security and law enforcement, including, but not limited to, for example the following: a. Crowd-Control equipment, including, but not limited to, Tasers, tear gas, pepper spray, devices for delivering chemicals, and Long-Range Acoustic Devices; b. Surveillance equipment, including, but not limited to, electronic body scanners, tracking software including facial recognition software, Stingray tracking devices, cell phone signal disrupters, ShotSpotter, and cameras; c. Military grade equipment, including, but not limited to, weapons of any kind, automatic assault rifles, body armor and personal protective gear, mine resistant armored vehicles, grenades, flash bang grenades, or similar explosives and grenade launchers. 4. Most recent City and CMPD draft or approved budgets for the 2020 RNC. 5. Memorandums of Understanding (MOUs), Mutual Aid Agreements (MAAs), or intergovernmental law enforcement agreements between the CMPD and any other local government entity (including Mecklenburg County or the Mecklenburg County Sheriffs Department), state government agency, or federal agencies (including Department of Homeland Security, Immigration and Customs Enforcement, and Customs and Border Patrol). 6. Documents related to any request, bid, proposal, agreement, proposal or contract for private security and/or law enforcement services and/or consulting or advising between the City, CMPD


related to the 2020 RNC, between July 1, 2018 and the date on which the City responds to this request. 7. Any draft or final free speech, demonstration zones, parade routes, and security checkpoint zones or maps that have been proposed, drafted, or approved for the period before, during, and immediately after the 2020 RNC. 8. Any City or CMPD policies related to requests to private companies, including internet service providers and cellular phone providers or manufacturers for location data and/or cell phone use information in a particular geographic area. 9. Communications between any combination of the City Manager or staff, City Council members or staff, Mayor or staff, County Commissioners or staff, Sheriff or staff, and/or Police Chief or staff related to 2020 RNC security or law enforcement planning or budget, between July 1, 2018 and the date on which the City responds to this request. 10. Communications between any City official and any representative of the RNC Host Committee or Republican National Committee regarding planning for security and/or law enforcement presence before, during, or immediately after the RNC. Because this request is a matter of public concern and because it is made on behalf of a nonprofit organization, we request a fee waiver. If, however, such a waiver is denied, we will reimburse you for the reasonable cost of any paper copies. Please inform us in advance if the cost will be greater than \$50.00. Please send us documents in an accessible electronic format if at all possible. Should you withhold some portions of the requested documents on the grounds that they are exempt from disclosure, please specify which exemptions, list any withheld records, and release any portions of the records for which you do not claim an exemption. Please provide all responsive records by November 27, 2019 to [awebb@acluofnc.org](mailto:awebb@acluofnc.org) or to the mailing address indicated on this letter. If the requested documents cannot be produced simultaneously, we ask that the records be produced on a rolling basis as soon as reasonably possible until the request is fulfilled in full. Please contact us to discuss the timeline and priorities among the requests.

**Is this a media request?**

No

Link to submission: <https://charlottenc.seamlessdocs.com/ng/submissionPdf/AP19101000127139428>

Powered by SeamlessDocs

 **Public\_records\_request\_form\_YIY13MfrMMrO2Phk.pdf**  
37K

Ann Webb <[awebb@acluofnc.org](mailto:awebb@acluofnc.org)>  
To: "Knight, Amelia" <[Amelia.Knight@ci.charlotte.nc.us](mailto:Amelia.Knight@ci.charlotte.nc.us)>

Tue, Oct 29, 2019 at 9:55 AM

Thank you!

**Ann C. Webb**

Policy Counsel  
American Civil Liberties Union of North Carolina  
P.O. Box 28004, Raleigh, NC 27611  
919.675.1931 (c) | 919.532.3697 (o) | awebb@acluofnc.org  
acluofnc.org | @AnnWebbNC

Pronouns: *she/hers*

[Quoted text hidden]

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**Ann Webb** <awebb@acluofnc.org>  
To: "Knight, Amelia" <Amelia.Knight@ci.charlotte.nc.us>  
Cc: "Flotree, Cheyenne" <Cheyenne.Flortree@ci.charlotte.nc.us>  
Bcc: Robert Stephens <rstephens@acluofnc.org>

Thu, Dec 19, 2019 at 8:30 AM

Ms. Knight,

Could you please provide a status update and estimated response date for public records request #2948? This submission was received by the city more than 60 days ago, and we have not received any responses. As noted in the request, we understand that some responses will take longer than others to provide, and request that documents be provided as available.

Thank you for your assistance - I appreciate your prompt reply.

Best Wishes for the Holidays,

**Ann C. Webb**

Policy Counsel  
American Civil Liberties Union of North Carolina  
P.O. Box 28004, Raleigh, NC 27611  
919.675.1931 (c) | 919.532.3697 (o) | awebb@acluofnc.org  
acluofnc.org | @AnnWebbNC

Pronouns: *she/hers*

On Tue, Oct 29, 2019 at 9:52 AM Knight, Amelia <Amelia.Knight@ci.charlotte.nc.us> wrote:

[Quoted text hidden]

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**Flotree, Cheyenne** <Cheyenne.Flortree@ci.charlotte.nc.us>  
To: Ann Webb <awebb@acluofnc.org>, "Knight, Amelia" <Amelia.Knight@ci.charlotte.nc.us>

Mon, Dec 23, 2019 at 12:51 PM

Hello,

I have reached out to the departments gathering your materials for an update.

Thanks,

**Cheyenne Flotree**

Citywide Records Program Manager

City of Charlotte/City Clerk's Office

600 East 4th Street, 7th Floor

Charlotte, NC 28202

P: 704.336.1266 C: 980.395.4466

cheyenne.flotree@charlottenc.gov

**From:** Ann Webb [mailto:awebb@acluofnc.org]  
**Sent:** Thursday, December 19, 2019 8:30 AM  
**To:** Knight, Amelia <Amelia.Knight@ci.charlotte.nc.us>  
**Cc:** Flotree, Cheyenne <Cheyenne.Flotree@ci.charlotte.nc.us>  
**Subject:** [EXT] Re: Public Records Request #2948

**EXTERNAL EMAIL:** This email originated from the Internet. Do not click any images, links or open any attachments unless you recognize and trust the sender and know the content is safe. Please click the Phish Alert button to forward the email to Bad.Mail.

{Quoted text hidden}

*This message may contain information that is confidential or legally privileged. If you are not the intended recipient, please immediately advise the sender by reply email that this message has been inadvertently transmitted to you and delete this email from your system.*

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**Ann Webb** <awebb@acluofnc.org>  
To: "Flotree, Cheyenne" <Cheyenne.Flotree@ci.charlotte.nc.us>  
Cc: "Knight, Amelia" <Amelia.Knight@ci.charlotte.nc.us>

Mon, Dec 23, 2019 at 1:56 PM

Thank you. I look forward to hearing from you.

{Quoted text hidden}

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{Quoted text hidden}

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**Ann Webb** <awebb@acluofnc.org>  
To: "Flotree, Cheyenne" <Cheyenne.Flotree@ci.charlotte.nc.us>  
Cc: "Knight, Amelia" <Amelia.Knight@ci.charlotte.nc.us>

Wed, Feb 19, 2020 at 4:12 PM

Ms. Flotree & Ms. Knight:

Could you please provide a response or a detailed status update for public records request #2948? The city received this request more than 120 days ago, and we have not received any responses. We request that documents be produced as they are available. I know that we would all like to make sure this request is fulfilled as required under the state public records law.

Thank you for your assistance.

Best wishes,

**Ann C. Webb**

Policy Counsel  
American Civil Liberties Union of North Carolina  
P.O. Box 28004, Raleigh, NC 27611  
919.675.1931 (c) | 919.532.3697 (o) | awebb@acluofnc.org  
acluofnc.org | @AnnWebbNC

Pronouns: *she/hers*

[Quoted text hidden]

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**Flotree, Cheyenne** <Cheyenne.Flotree@ci.charlotte.nc.us>  
To: Ann Webb <awebb@acluofnc.org>  
Cc: "Knight, Amelia" <Amelia.Knight@ci.charlotte.nc.us>

Mon, Feb 24, 2020 at 4:02 PM

Hello,

Those processing your public records request (#2948) are still working to gather and review any responsive records. We hope to fulfill your request and provide any responsive materials as expeditiously as possible.

Kind regards,

[Quoted text hidden]



March 25, 2020

City Manager Marcus D. Jones  
Office of the City Manager  
600 E. 4th Street  
Charlotte, NC 28202  
Marcus.Jones@charlottenc.gov

Re: Public Records Request #2948

Dear Mr. Jones:



We write on behalf of the American Civil Liberties Union of North Carolina (ACLU-NC). We hope that you and your family are safe and well.

P.O. Box 28004  
Raleigh, NC 27611  
(919) 834-3466  
acluofnc.org

Leah Hamilton  
*President*

Chantal Stevens  
*Interim Executive Director*

Over four months ago, we submitted a request for public records concerning the City of Charlotte's hosting the 2020 Republican National Convention (RNC). In the time since, we have not received any responsive records, nor have we received any explanation for the delay. We hope to resolve this matter informally, but if the City of Charlotte is unwilling to comply with its obligation to produce public records in a timely manner, we are prepared to seek appropriate legal relief.

We recognize that response to the coronavirus pandemic has disrupted many usual city functions. However, as recently as Sunday, March 22, the Republican National Committee and NC GOP Chairman Michael Whatley have stated that they are committed to moving forward with the August 2020 RNC.<sup>1</sup> For that reason, while we understand that public agencies are under pressure at this time, we cannot further postpone this already significantly delayed public records request.

On October 28, 2019, we sent your office a letter requesting various public records concerning the planning of the RNC. The City Clerk's Office acknowledged receipt the following day. On December 19, 2019, we sent a follow-up email to the City Clerk's Office, which responded that it would ask for an update

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<sup>1</sup> North Carolina GOP Chair: Convention Still on for Charlotte, AP, Mar. 22, 2020,  
[https://apnews.com/ea845602d85bb2eb393d4209171ffb8b?ac\\_cid=D M158229&ac\\_bid=223262055](https://apnews.com/ea845602d85bb2eb393d4209171ffb8b?ac_cid=D M158229&ac_bid=223262055)



from the departments gathering responsive records. On February 29, 2020, we again asked the City Clerk's Office for an update and requested that responsive records be produced as they became available. The City Clerk's Office responded five days later, saying only that responsive records were being gathered and reviewed. We have not received any word since.

The North Carolina Public Records Act "strongly favors the release of public records to increase transparency in government." *State Employees Ass'n of N. Carolina, Inc. v. N. Carolina Dep't of State Treasurer*, 364 N.C. 205, 214, 695 S.E.2d 91, 97 (2010). Once a public official receives a request under the Act, they must fulfill the request "as promptly as possible[.]" N.C.G.S. § 132-6(a). A failure to fully respond to a request over a period of months—or to otherwise make reasonable accommodations to provide timely access to records—may violate the Act. *See State Employees Ass'n*, 364 N.C. at 213, 695 S.E.2d at 96; *Brooksby v. N. Carolina Admin. Office of Courts*, 248 N.C. App. 471, 475, 789 S.E.2d 540, 543 (2016).

The Act's enforcement mechanism underscores the need for speedy resolution of records requests: "Actions brought pursuant to [the Act] shall be set down for immediate hearing, and subsequent proceedings in such actions shall be accorded priority by the trial and appellate courts." N.C.G.S. § 132-9(a). If a party seeking to compel records production prevails in court, they may recover costs and attorneys' fees. N.C.G.S. § 132-9(c).

Here, ACLU-NC has requested records concerning a convention for the nomination of a major political party's presidential candidate—a historic event where government transparency becomes all the more important. In response, the City has not produced any responsive records, any explanation for the delay, or any response to our suggestion of a rolling production. These circumstances amount to a denial of access under the Act.

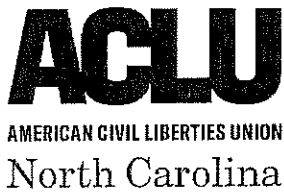
With the RNC currently only months away, we will have to consider all legal avenues for relief, including filing suit under the Public Records Act if the City has not provided a

reasonable response to our request within thirty days. As an alternative to litigation, we welcome the opportunity to discuss a timeline for production of records. Please write back or call at your earliest convenience.

Sincerely,

/s/ Ann C. Webb

Ann C. Webb  
Policy Counsel  
ACLU of North Carolina  
(919) 675-1931  
awebb@acluofnc.org



cc: Mr. Patrick Baker, Charlotte City Attorney,  
Patrick.Baker@charlottenc.gov



Ann Webb &lt;awebb@acluofnc.org&gt;

---

**Permitting and parades legal contact**

2 messages

**James, Lina** <lejames@ci.charlotte.nc.us>

Wed, May 20, 2020 at 10:23 AM

To: "awebb@acluofnc.org" &lt;awebb@acluofnc.org&gt;

Cc: "Baker, Patrick" &lt;Patrick.Baker@ci.charlotte.nc.us&gt;, "Sullivan, Benjamin" &lt;Benjamin.Sullivan@ci.charlotte.nc.us&gt;

Ann – it was a pleasure to speak with you and Daniel yesterday. I understand Patrick and the Chief Putney, through our Police Attorney's office, are working on scheduling a meeting with you regarding your records request.

Meanwhile and as promised yesterday, I'm copying Bobby Sullivan, the attorney in our office who's working with CMPD on issues involved with crafting viable options for permitting, parades and speakers' platforms during the Convention in August. Please feel free to contact Bobby directly.

Thanks and stay well.

**Lina E. James**

DEPUTY CITY ATTORNEY

**OFFICE OF THE CITY ATTORNEY**

PH: 704.336.4111

M: 704.560.8535

FAX: 704.632.8345

[lejames@charlottenc.gov](mailto:lejames@charlottenc.gov)[www.charlottenc.gov](http://www.charlottenc.gov)**PLAINTIFF'S EXHIBIT E**

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**Ann Webb** <awebb@acluofnc.org>

Thu, May 21, 2020 at 4:11 PM

To: "James, Lina" &lt;lejames@ci.charlotte.nc.us&gt;, "Baker, Patrick" &lt;Patrick.Baker@ci.charlotte.nc.us&gt;

Cc: "Sullivan, Benjamin" &lt;Benjamin.Sullivan@ci.charlotte.nc.us&gt;, Daniel Siegel &lt;dsiegel@acluofnc.org&gt;

Dear Lina and Patrick,

Many thanks to you and your colleagues for taking the time to meet with us on Tuesday. We're hopeful about exploring ways to resolve our public records request, and we look forward to building a positive relationship with your office and clients going forward. Thank you for connecting us with Mr. Sullivan – we will be in touch with him soon.

We look forward to scheduling a meeting with your office and Police Chief Putney concerning security and civil liberties issues related to the RNC. We would certainly welcome Deputy Chief Jennings' participation in that conversation as well, if possible.

We also wanted to confirm our understanding of the items discussed on Tuesday's call. Your staff indicated that by May 29, we should receive two CMPD purchase contracts and the letter to the mayor regarding the award of the DOJ security grant. Your staff also indicated that MOUs with other law enforcement agencies, the DOJ grant itself, and responsive emails would be reviewed, but did not provide a timeline for production. After reviewing the purchase contracts, we will confer with Adam about the possibility of a streamlined process to produce the remaining purchase contracts.

We understand that city officials have a lot on their plates right now in light of the ongoing pandemic. It bears noting again, however, that we submitted our public records request more than four months before Governor Cooper declared a state of emergency, and thus far we've received only a few responsive records. Because the RNC is just three months away, we will have to consider seeking relief in court if we can't reach an agreement relatively soon regarding the remaining records.

Thank you again for the open line of communication; we look forward to hearing from you next week.

Best regards,

Ann and Dan

**Ann C. Webb**

Senior Policy Counsel  
American Civil Liberties Union of North Carolina  
P.O. Box 28004, Raleigh, NC 27611  
919.675.1931 (c) | 919.532.3697 (o) | awebb@acluofnc.org  
acluofnc.org | @AnnWebbNC

Pronouns: *she/hers*

[Quoted text hidden]



Ann Webb &lt;awebb@acluofnc.org&gt;

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## Public Records Request

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**McCalman, Roger** <Roger.McCalman@cmpd.org>

Fri, May 22, 2020 at 10:04 AM

To: "awebb@acluofnc.org" &lt;awebb@acluofnc.org&gt;, "Baker, Patrick" &lt;Patrick.Baker@ci.charlotte.nc.us&gt;

Cc: "James, Lina" &lt;lejames@ci.charlotte.nc.us&gt;, "Newbold, Mark" &lt;mnewbold@cmpd.org&gt;

Morning Ann,

Thank you as well for speaking with us this past Tuesday about your request. I have informed my clients about our discussion. As a point of clarification, during our call, I indicated that I do not have the power to bind the City to that timeline. Ultimately, due to the sensitive public security information contained within the documents, any items released will be at the discretion of the Chief.

Instead of our conversation, Chief Putney would like to speak with you and Dan directly to discuss the specifics and CMPD's response to your public record request. As to scheduling, Lt. Furr, with the Chief's Office, will be in contact.

Roger A. McCalman

Assistant City Attorney- Police

Charlotte-Mecklenburg Police Department

704-336-2406

**PLAINTIFF'S EXHIBIT F**



Daniel Siegel &lt;dsiegel@acluofnc.org&gt;

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**Re: ACLU of NC Public Records Request**

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Ann Webb &lt;awebb@acluofnc.org&gt;

Tue, Jun 2, 2020 at 11:37 AM

To: "Putney, Kerr" &lt;kputney@cmpd.org&gt;, "Baker, Patrick" &lt;Patrick.Baker@ci.charlotte.nc.us&gt;, "McCalman, Roger" &lt;Roger.McCalman@cmpd.org&gt;

Cc: "Icomo@acluofnc.org" &lt;icomo@acluofnc.org&gt;, "Furr, John (CMPD)" &lt;jfurr2@cmpd.org&gt;, Daniel Siegel &lt;dsiegel@acluofnc.org&gt;

Dear Chief Putney and Roger,

Thank you for meeting with me and my colleagues Dan Siegel and Irena Como last week. I'm writing to recap our conversation.

In light of the scope of our records request and the City's limited resources, we explained which responsive documents we would like the City to prioritize. These are: (1) final contracts between CMPD and private businesses for equipment, services, and materials, (2) MOUs between the City or CMPD and other government agencies related to the RNC, and (3) policies or procedures related to requests to private companies, including internet service providers and cellular phone providers or manufacturers, for location data and/or cell phone use information in a particular geographic area.

We understand that Chief Putney and the City Attorney's office would meet this week, and we'd hear by the end of this week about reconvening to discuss these requests and a timeline for production.

Please know that we take your security concerns seriously. However, we must also take seriously the ACLU's mission of promoting government transparency and accountability. Obtaining the records at issue before the RNC is critical to this mission. We therefore look forward to speaking with you soon in the hopes of settling this matter and avoiding costly litigation.

Sincerely,

**Ann C. Webb**

Senior Policy Counsel  
American Civil Liberties Union of North Carolina  
P.O. Box 28004, Raleigh, NC 27611  
919.675.1931 (c) | 919.532.3697 (o) | awebb@acluofnc.org  
acluofnc.org | @AnnWebbNC

Pronouns: *she/hers*

On Tue, May 26, 2020 at 1:41 PM Furr, John (CMPD) &lt;jfurr2@cmpd.org&gt; wrote:

The bridge will open at 10:55am. There is no password and no need to register. Chief Putney will be dialing in.

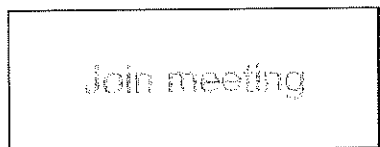
Thank you.

-- Do not delete or change any of the following text. --

**PLAINTIFF'S EXHIBIT G**

**When it's time, join your Webex meeting here.**

Meeting number (access code): 472 636 430



**Join by phone**

Tap to call in from a mobile device (attendees only)

1-650-479-3207 Call-in toll number (US/Canada)

1-855-244-8681 Call-in toll-free number (US/Canada)

Global call-in numbers | Toll-free calling restrictions

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FRAMEWORK AGREEMENT

FOR

THE 2020 REPUBLICAN NATIONAL CONVENTION

THIS FRAMEWORK AGREEMENT FOR THE 2020 REPUBLICAN NATIONAL CONVENTION (this "Agreement"), dated July 20, 2018 (the "Effective Date"), is by and among (a) CLT HOST 2020, INC., a nonprofit corporation organized under the laws of the State of North Carolina (the "Host Committee"); (b) the REPUBLICAN NATIONAL COMMITTEE, an unincorporated political committee organized in the District of Columbia with its principal offices located at 310 First Street, S.E., Washington, D.C. 20003, and inclusive of any committee or organization formed by the Republican National Committee to act as its agent for purposes of arranging and managing the Convention (the "RNC"); (c) the CITY OF CHARLOTTE, NORTH CAROLINA, a municipal corporation of the State of North Carolina, with its principal offices located at City Hall, 500 East Fourth Street, Charlotte, NC 28202 (collectively, with all divisions, departments and agencies thereof, the "City"); (d) the CHARLOTTE REGIONAL VISITORS AUTHORITY, a political subdivision of the City, with its principal offices located at 501 South College Street, Charlotte, NC 28202 (the "CRVA"); and (e) the COUNTY OF MECKLENBURG, NORTH CAROLINA, a political subdivision of the State of North Carolina, with its principal offices located at City Hall, 600 East Fourth Street, Charlotte, NC 28202 (collectively, with all divisions, departments and agencies thereof, the "County"). (Each of the above is sometimes referred to as a "Party" or collectively as the "Parties.")

WITNESSETH:

WHEREAS, the RNC desires that Charlotte, North Carolina serve as the site of the 2020 Republican National Convention (the "Convention"); and

WHEREAS, the Host Committee desires that the City serve as the site of the Convention and in connection therewith the Host Committee desires to provide or cause to be provided certain facilities, goods, equipment, and services, and to undertake certain obligations on behalf of the RNC in this Agreement; and

WHEREAS, the Host Committee has obtained the support of the City, the County, the CRVA, and certain other entities to support the Host Committee in serving as the host for the Convention; and

WHEREAS, the City's Mayor and Charlotte City Council have acknowledged that the Convention will improve and expand the City's economy and the economy of the region; and

**WHEREAS**, the County has acknowledged that the Convention will improve and expand the economy of the County; and

**WHEREAS**, Charlotte Arena Operations, LLC (the "Hornets") possesses the exclusive right to license that certain facility known as the Spectrum Center, located at 333 East Trade Street, Charlotte, NC 28202 (the "Convention Arena"); and

**WHEREAS**, CRVA possesses the exclusive right to license those certain facilities known as (a) the Charlotte Convention Center, located at 501 South College Street, Charlotte, NC 28202 ("Charlotte Convention Center"), (b) the NASCAR Hall of Fame, located at 400 East M.L.K. Jr. Boulevard, Charlotte, NC 28202 ("NASCAR Hall of Fame"), (c) the Bojangles' Coliseum, located at 2700 East Independence Boulevard, Charlotte, NC 28205 ("Bojangles' Coliseum") and (d) Ovens Auditorium, located at 2900 East Independence Boulevard, Charlotte, NC 28205 ("Ovens Auditorium"); and

**WHEREAS**, Speedway Motorsports, Inc. possesses the exclusive right to license that certain facility known as Charlotte Motor Speedway, located at 5555 Concord Parkway South, Concord, NC 28027 ("CMS"); and

**WHEREAS**, the City possesses the exclusive right to license that certain facility known as the Charlotte Transit Center, located at 310 East Trade Street, Charlotte, NC 28202 ("Charlotte Transit Center"); and

**WHEREAS**, the Host Committee intends to make available to the RNC the Convention Arena, the Charlotte Convention Center, the NASCAR Hall of Fame, Bojangles' Coliseum, Ovens Auditorium, CMS and Knights Stadium as venues for the Convention and uses related thereto; and

**WHEREAS**, the Parties wish to set out their respective duties and obligations to one another in connection with the Convention;

**NOW, THEREFORE**, in consideration of (a) the RNC's selection of the City and the County as the site for the Convention, and (b) the mutual covenants contained herein, the Parties, intending to be legally bound, hereby agree as follows:

**ARTICLE 1.**  
**DEFINITIONS**

Section 1.1 Defined Terms. In addition to the terms defined in the foregoing recitals, the following words and phrases, as used in capitalized form, in this Agreement, whether singular or plural, have the respective meanings set forth below:

“ADA” means the Americans with Disabilities Act, 42 U.S.C. § 12181 *et seq.* (as amended from time to time).

“Additional Costs” has the meaning set forth in Section 7.7(a).

“Agreement” has the meaning set forth in the Preamble hereof.

“Ancillary Facilities” means those City Licensed Facilities or CRVA Licensed Facilities (other than the Convention Complex) selected by the RNC for the purpose of (a) conducting meetings of various committees related to the Convention and (b) engaging in other business and other activities related to the Convention.

“Bojangles’ Coliseum” has the meaning set forth in the Recitals hereof.

“Budget” has the meaning set forth in Exhibit A.

“Caldwell Parking Lot” has the meaning set forth in Section 5.1(e).

“Charlotte Convention Center” has the meaning set forth in the Recitals hereof.

“Charlotte Transit Center” has the meaning set forth in the Recitals hereof.

“City” has the meaning set forth in the Preamble hereof.

“City Attorney’s Office” has the meaning set forth in Section 9.3(b).

“City Cooperation and Assistance Agreements” has the meaning set forth in Section 7.4(f).

“City Licensed Facilities” has the meaning set forth in Section 4.1(a)(iii).

“City Telecom Assets and Services” has the meaning set forth in Section 7.5(a).

“City/County Indemnitees” has the meaning set forth in Section 10.1.

“CMS” has the meaning set forth in the Recitals hereof.

“Convention” has the meaning set forth in the Recitals hereof.

“Convention Arena” has the meaning set forth in the Recitals hereof.

“Convention Complex” means, collectively: (a) the Convention Arena; (b) the News Media Work Space; (c) the RNC office space; (d) the Charlotte Transit Center; and (e) all additional property required by the U.S. Secret Service to be incorporated into the secured perimeter as determined by the Security Plan.

“Convention Facilities” means the Convention Complex and all offices, hotel space and hospitality space provided by the Host Committee in connection with the Convention.

“Convention Funds” has the meaning set forth in Section 3.2(a).

“Convention Period” means the twelve (12) day period, as determined by the RNC on or before September 15, 2018 (or such later date as mutually agreed to by the City and the RNC in writing) either (i) beginning at 12:01 a.m. Local Time on July 12, 2020, or later and ending at 11:59 p.m. Local Time on July 23, 2020; or (ii) beginning at 12:01 a.m. Local Time on August 16, 2020, or later and ending at 11:59 p.m. Local Time on August 27, 2020; or (iii) beginning at 12:01 a.m. Local Time on August 23, 2020, or later and ending at 11:59 p.m. Local Time on September 3, 2020. Upon notice by the RNC on or before December 1, 2019, the Convention Period may begin up to seven (7) days before or after the start date set forth in this definition, provided that the duration of the Convention Period shall not exceed twelve (12) days unless extended pursuant to Section 3.1(b).

“Convention Period Extension” has the meaning set forth in Section 3.1(b).

“County” has the meaning set forth in the Preamble hereof.

“County Attorney’s Office” has the meaning set forth in Section 9.5(b).

“CRVA” has the meaning set forth in the Preamble hereof.

“CRVA Licensed Facilities” has the meaning set forth in Section 5.1(f).

“Customary Facility Services” means all electrical (e.g., for overhead lighting, vertical transportation, household wall outlets) and other power, air conditioning, heating, ventilation, air condition (HVAC), water, toilets and restroom facilities, telephone, general cleaning/janitorial services, trash and

recycle removal, basic security, box office services, and medical assistance necessary to the operation and occupation of a subject facility.

“**Effective Date**” has the meaning set forth in the Preamble hereof.

“**EMS Services**” means the emergency medical services specified under the Security Plan.

“**Essential City Services**” means the services provided in the ordinary course of business by the City or its affiliates, including, but not limited to, police, fire, emergency medical services, traffic control, trash removal and sanitation, on a scale necessary to host the Convention.

“**Guest Experience Package**” means the comprehensive package of amenities and experiences for all attendees to the Convention and other Convention attendees, including, without limitation, the welcoming party or ceremony, welcoming activities, delegate receptions, special events, decorations, and volunteer support that the Host Committee shall provide on behalf of the Convention.

“**Hard Assets**” has the meaning set forth in Section 7.7(a).

“**Hornets**” has the meaning set forth in the Recitals hereof.

“**Host Committee**” has the meaning set forth in the Preamble hereof.

“**Insurance Coverages**” has the meaning set forth in Section 10.3.

“**Insured Parties**” has the meaning set forth in Section 10.4.

“**Knights Stadium**” means the facility known as BB&T Ballpark, located at 324 South Mint Street, Charlotte, North Carolina 28202.

“**Law Enforcement Conduct**” has the meaning set forth in Section 10.1.

“**Lead Local Agency**” has the meaning set forth in Section 6.1(b).

“**License Period**” means the Convention Period plus additional lead-up time in advance of the Convention Period, which shall be three (3) days, and one (1) day following the conclusion of the Convention Period, unless a longer or shorter period is either (i) provided in this Agreement or (ii) agreed to in writing by the Host Committee and applicable licensor for a particular facility by the Release Date.

“**Local Time**” means local time in Charlotte, North Carolina.

“Losses” has the meaning set forth in Section 10.1.

“Metropolitan Area” means the Charlotte/Mecklenburg metropolitan area.

“NASCAR Hall of Fame” has the meaning set forth in the Recitals hereof.

“News Media Work Space” shall mean the Convention Arena, Charlotte Transit Center, the Charlotte Convention Center, and/or other Ancillary Facility as chosen by the RNC (provided that such location can reasonably be included within the secured perimeter established by the Security Plan or within a reasonable distance thereof), or some combination of such facilities, as decided by the RNC in its sole discretion, as well as all parks and parking lots owned or controlled by the City or County that surround such facilities and including auxiliary areas for trailer parking and satellite truck parking.

“Official Convention Event” means each event, activity, or meeting sponsored by the RNC or the Host Committee, which events, activities and meetings are associated with but do not comprise the Convention.

“Official Convention Event Venue” means each venue designated by the RNC to be used to carry out Official Convention Events.

“Ovens Auditorium” has the meaning set forth in the Recitals hereof.

“Party” or “Parties” has the meaning set forth in the Preamble hereof.

“Reimbursable Costs” means costs the City reasonably deems necessary to meet its obligations under this Agreement, excluding those ordinary costs of providing services which the City would otherwise reasonably incur if the Convention were not held in the City.

“Release Date” means the earlier of: (i) January 31, 2019, or (ii) the date on which the Host Committee notifies the City that the RNC does not intend to use a City Licensed Facility or CRVA Licensed Facility pursuant to the terms hereof.

“RNC” has the meaning set forth in the Recitals hereof.

“RNC Indemnitees” has the meaning set forth in Exhibit B.

“Security Grant” has the meaning set forth in Section 7.7(a).

“Security Plan” has the meaning set forth in Section 7.4(a).

"Special Event" means an event or activity sponsored by an entity or organization other than the RNC or the Host Committee, which event or activity is associated with but does not comprise the Convention.

"Special Event Venue" means each venue that may be used under this Agreement to carry out Special Events.

"Technology and Telecommunications Plan" has the meaning set forth in Section 7.5(a).

"Traffic Control Plan" has the meaning set forth in Section 7.6(a).

"Transit Center License Period" has the meaning set forth in Section 4.1(a)(i).

"Transportation Plan" has the meaning set forth in Section 8.5.

"Uptown Charlotte" means the central business district of Charlotte, North Carolina.

## ARTICLE 2.

### THE CONVENTION & HOST COMMITTEE

Section 2.1 Convention to be Held in the City. The City hereby agrees that, provided the RNC holds the Convention in the City during the Convention Period, the City shall support the Convention as set forth herein. The County hereby agrees that, provided the RNC holds the Convention in the County during the Convention Period, the County shall support the Convention as set forth herein. The CRVA hereby agrees that, provided the RNC holds the Convention in the County during the Convention Period, the CRVA shall support the Convention as set forth herein.

Section 2.2 The Host Committee. The Host Committee has been established to perform and provide support, hospitality, and welcoming functions in connection with the Convention. The Host Committee agrees that, provided the RNC holds the Convention in the City and the County during the Convention Period, the Host Committee shall support the Convention as set forth herein.

**ARTICLE 3,  
NATURE OF OBLIGATIONS OF THE PARTIES**

Section 3.1 Obligations of the RNC.

(a) *Convention.* The RNC agrees to hold the Convention in Charlotte, North Carolina during the Convention Period.

(b) *Extension of the Convention Period.* In the event that the RNC, despite its best efforts, is not able to complete the Convention within the time period stated in the definition of "Convention Period," the Parties will use their reasonable best efforts to extend the Convention Period for those facilities and with respect to those services that are essential to continue the Convention until the Convention adjourns *sine die* (the "Convention Period Extension"). All time references in this Agreement shall refer to such time in the City. A Convention Period Extension may also occur by the mutual written consent of all Parties.

Section 3.2 Obligations of the Host Committee. The Host Committee agrees to host the Convention in the City and the County and to fully and timely perform all of its obligations set forth in this Agreement and to use best efforts to assist the City, the County and the CRVA in performing their respective obligations under this Agreement.

(a) *Convention Funds.* With the exception of the Security Grant, the Host Committee shall be solely responsible for raising the sum of all necessary funds (the "Convention Funds") to account for all costs and expenses it incurs in hosting the Convention, all pursuant to a budget (and schedule) to be further discussed and agreed between the RNC and the Host Committee. In addition, the Host Committee agrees that it shall obtain as security for its obligations hereunder a letter of credit or other security guaranty satisfactory to the RNC with respect to any shortfall in its fundraising efforts on behalf of the Convention. The form, terms and amount of such security shall be as further agreed solely between the RNC and the Host Committee. For the avoidance of doubt, neither the RNC, the City, the County, nor the CRVA shall be responsible for raising the Convention Funds or paying for the Host Committee's obligations, which shall be the sole responsibility of the Host Committee.

(b) *Additional Non-Financial Obligations.* For a period of six (6) months from the Effective Date, the Host Committee and the RNC shall negotiate in good faith to reach agreement on the additional non-financial obligations of the Host Committee to the RNC, including such provisions as the RNC shall require for the provision of office space; administration; parking; access to key venues; security;



transportation; and other matters necessary or appropriate to host the Convention. A non-exclusive list of the key Host Committee obligations, to be more fully defined and agreed between the Host Committee and the RNC, is set forth on Exhibit A hereto. During such six (6) month period, the Host Committee shall also work to obtain such other contracts and instruments as may be requested by the RNC for the Convention, including access to the Convention Arena, Knights Stadium and CMS, as well as such other venues as the RNC may request.

(c) *Use of Union Labor.* To the extent permitted by law, to the extent, if any, such labor is available in the region, and except as otherwise expressly agreed by the RNC, all services, goods, equipment, supplies and materials to be provided or procured by the Host Committee hereunder shall be performed or supplied by firms covered by current union collective bargaining agreements with the unions which have jurisdiction for the work or services to be performed.

(d) *Labor Agreement.* The Host Committee agrees that it will, within one (1) year of the Effective Date, as necessary or appropriate conclude and execute with unions of potential jurisdiction in the Metropolitan Area an agreement obligating the Host Committee to utilize firms employing or contracting with members of those unions to the maximum extent feasible and obligating the unions to refrain from supporting, participating in or sanctioning any strike, sympathy strike, walkout, work stoppage or other labor action that would interfere with or delay work necessary to put on the Convention, or engage in hand-billing or picketing (including, but not limited to, informational picketing) at the Convention Facilities.

(e) *Outreach Efforts.* The RNC and the Host Committee recognize the importance of supporting local businesses (including women, and minority-owned or other historically underutilized businesses) in contracting for goods and services for the Convention and shall take same into account in fulfilling their respective obligations in this Agreement. To that end, the Host Committee shall make every reasonable effort to identify and solicit bids from businesses of various sizes owned by minorities, women and persons with disabilities, as contractors and as employees, involved in the performance of the responsibilities of the Host Committee hereunder. The Host Committee agrees to develop and implement a comprehensive community outreach plan within one (1) year (or earlier if possible) of the Effective Date.

(f) *Contracting Goals.* The Host Committee and the RNC will use their reasonable best efforts to ensure that, of the aggregate dollar value of all contracts for goods, equipment, services and supplies entered into by the Host Committee pursuant to this Agreement, a significant portion of such contracts will be awarded to minority-owned, women-owned, and persons with disabilities owned business enterprises

(each as categorized in accordance with the vendor directory prepared pursuant to Section 3.2(g)). To accomplish this, the Host Committee will consult with the City's Charlotte Business INCLUSION Program, and with appropriate representatives of the minority-owned, women-owned and persons with disabilities owned business community to help determine the best way to accomplish these goals. The Host Committee agrees to identify and track contracts awarded to businesses owned by minorities, women, and persons with disabilities and to report on such to the RNC on a regular basis.

(g) *Vendor Directory.* Within one (1) year of the Effective Date, the Host Committee will provide (if already prepared), or cause to be prepared, an online directory for use by the RNC and others obtaining goods, equipment, services and supplies in connection with the Convention, which shall include as a line item local businesses owned by minorities, women and persons with disabilities, and shall be updated quarterly beginning in October 2019.

Section 3.3 Obligations of the City. The City hereby agrees to perform all of its obligations as set forth in this Agreement.

Section 3.4 Obligations of the County. The County hereby agrees to perform all of its obligations as set forth in this Agreement.

Section 3.5 Obligations of CRVA. The CRVA hereby agrees to perform all of its obligations as set forth in this Agreement.

#### ARTICLE 4.

#### LICENSE OF FACILITIES BY CITY

Section 4.1 Grant of License to City Licensed Facilities.

(a) *City Licensed Facilities.*

(i) The City grants to the Host Committee, for the exclusive benefit and use of the Host Committee and the RNC, during the six (6) day period beginning at 3:00 a.m. Local Time on the Saturday prior to the day the Convention starts and ending at 11:59 p.m. Local Time on the day the Convention ends, and during such additional time before and after the Convention as may be required by the U.S. Department of Homeland Security or its subsidiary agencies and divisions, including the U.S. Secret Service, (the "Transit Center License Period"), an exclusive license to access, occupy and use the Charlotte Transit Center in conjunction with the Security Plan, the Transportation Plan, as a portion of the News Media Work Space, or for other purposes, including but not limited to storage and parking in

connection with the Convention. The Host Committee will pay the City the cost to relocate Charlotte Transit Center operations to the extent such cost is not covered by the Security Grant. The City agrees that the Host Committee and the RNC, subject to the approval of the RNC in all respects, shall have the right to hang signs in the Charlotte Transit Center and bring in equipment and displays. If the City consents to the Host Committee making modifications to the Charlotte Transit Center pursuant to Section 4.1(b), then the Host Committee shall have the option, by written notice to the City to extend the Transit Center License Period to 3:00 a.m. Local Time two (2) days before the Transit Center License Period would otherwise start and ending at 11:59 p.m. Local Time on the day after the Convention ends. By the end of the Transit Center License Period, the Host Committee shall return the Charlotte Transit Center to its original condition at the time the Host Committee took possession, normal wear and tear excepted. To the extent necessary, the City shall secure such waivers, consents, amendments or releases, or take any and all necessary steps so that the City can provide the Host Committee with all of the benefits of this Section 4.1(a) without interference.

(ii) *Parking Lot.* During the Convention Period and at all other times as may be set forth in the Security Plan, the City shall hold for the exclusive use of the RNC and such other persons as the RNC or the Host Committee shall authorize the parking lot identified as Parcel 1 on Exhibit C, subject to standard fees and other standard terms required by the City for the use of City facilities. If the RNC notifies the City at least ninety (90) days before the beginning of the Convention Period that the use of Parcel 1 is not required, the right to such use will be released, and neither the RNC nor the Host Committee will incur any fees thereto.

(iii) The facilities described in Sections 4.1(a) and (b) are referred to as the "City Licensed Facilities." The licenses granted by the City under this Section 4.1 expressly include the right to sublicense such facilities to the RNC or any affiliate of the RNC.

(b) To the extent that the City Licensed Facilities need to be changed, constructed or equipped in any way for a Convention-related purpose, the Host Committee, at its cost, shall perform the work or obtain any equipment necessary, provided that no modifications to the City Licensed Facilities will be made without the City's prior written consent, which the City may grant or deny in its sole discretion. Any such changes or construction to the City Licensed Facilities shall be in compliance with applicable building codes, and any such construction shall be of such nature that the City Licensed Facilities can be surrendered in the same condition as existed prior to the Convention, reasonable wear and tear except, unless the City agrees in writing that any such construction or change shall be left intact.

Section 4.2 City Access to Convention Complex. Notwithstanding the rights granted to the Host Committee for the benefit of the RNC under Section 4.1, the Host Committee shall provide the City with reasonable access to the Convention Complex for the performance of any of its obligations hereunder. The Host Committee agrees that in no event shall authorized employees of the City be prevented from performing and carrying out their governmental functions and purposes; or responding to any police, fire, or medical emergency, in, at, or around the Convention Complex (including, without limitation, all areas designated as limited access by the RNC) or responding to any public safety or security situation of the City.

Section 4.3 Damage to or Destruction of City Licensed Facilities. In the event of any partial destruction or injury to any City Licensed Facility, the City shall, without charge to the RNC or the Host Committee, cause the damaged facility or facilities to be repaired on an urgent and priority basis so as to afford access thereto and use thereof as contemplated by this Agreement unless (a) such destruction or injury is caused by the negligence of the Host Committee or the RNC in which case the costs of such repair shall be paid for by the Host Committee, or (b) the extent of the damage site renders it economically impracticable to repair the City Licensed Facility.

## ARTICLE 5.

### LICENSE OF FACILITIES BY CRVA

Section 5.1 Grant of License to CRVA Licensed Facilities. The CRVA agrees to provide the Host Committee, for the benefit of the RNC, with licenses to access, occupy and use the following facilities during the License Period on the dates specified below as to each venue, subject to the terms and conditions hereof:

(a) *Charlotte Convention Center.* The CRVA grants to the Host Committee, for the exclusive benefit and use of the Host Committee and the RNC, an exclusive license to access, occupy and use the Charlotte Convention Center as an Official Convention Event Venue, News Media Work Space, or Ancillary Facility on a rent-free basis or Special Event Venue with payment of the CRVA's standard fees and charges for use of the facility, or any combination of the above, for the period, in the areas and under the terms and conditions set forth in a Charlotte Convention Center license agreement between the Host Committee and the CRVA. Access within the Charlotte Convention Center will be restricted to areas available to the public generally when the facility is open for operating, except as required by the Security Plan.

(b) *NASCAR Hall of Fame.* The CRVA grants to the Host Committee, for the exclusive benefit and use of the Host Committee and the RNC, an exclusive license to access, occupy and use the NASCAR Hall of Fame as an Official Convention Event Venue, Ancillary Facility, or Special Event Venue with payment of the CRVA's standard fees and charges for use of the facility for the period set forth in Section 5.1(h), pursuant to a standard venue license agreement, provided that the Host Committee shall notify the CRVA if all or any portion of NASCAR Hall of Fame will not be used on any of such day(s) by the Release Date. Host Committee acknowledges that the NASCAR Hall of Fame is a cultural museum and that the Host Committee, the RNC or any sublicensee of either may not change, alter, relocate, handle or modify any artifact or exhibit in the museum. Access within the NASCAR Hall of Fame will be restricted to areas available to the public generally when the facility is open for operation, except as required by the Security Plan.

(c) *Bojangles' Coliseum.* The CRVA grants to the Host Committee, for the exclusive benefit and use of the Host Committee and the RNC, an exclusive license to access, occupy and use the Bojangles' Coliseum as an Official Convention Event Venue, Ancillary Facility, or Special Event Venue with payment of the CRVA's standard fees and charges for use of the facility for the license period set forth in Section 5.1(h), pursuant to a standard venue license agreement, provided that the Host Committee shall notify the CRVA if all or any portion of Bojangles' Coliseum will not be used on any of such day(s) by the Release Date. Access within the Bojangles' Coliseum will be restricted to areas available to the public generally when the facility is open for operating, except as required by the Security Plan.

(d) *Ovens Auditorium.* The CRVA grants to the Host Committee, for the exclusive benefit and use of the Host Committee and the RNC, an exclusive license to access, occupy and use Ovens Auditorium as an Official Convention Event Venue, Ancillary Facility, or Special Event Venue with payment of the CRVA's standard fees and charges for use of the facility for the license period set forth in Section 5.1(h), pursuant to a standard venue license agreement, provided that the Host Committee shall notify the CRVA if all or any portion of Ovens Auditorium will not be used on any of such day(s) by the Release Date. Access within Ovens Auditorium will be restricted to areas available to the public generally when the facility is open for operating, except as required by the Security Plan.

(e) *Caldwell Parking Lot.* The CRVA agrees to work in good faith with the Host Committee to make available as much of the parking lot areas as possible in the parking area located at the corner of Caldwell Street and Stonewall Street (the "Caldwell Parking Lot"), based on the CRVA's reasonable determination of the CRVA's needs for the parking spaces, including operational and construction needs.

(f) The facilities described in Sections 5.1(b)-(d) are referred to collectively as (the “CRVA Licensed Facilities”).

(g) The licenses granted by the CRVA under this Section 5.1 expressly include the right to sublicense such facilities to the RNC or any affiliate of the RNC.

(h) The license period for the CRVA Licensed Facilities will be from 12:01 a.m. Local Time on the Friday before the candidate acceptance speech during the Convention through 12:01 p.m. Local Time on the following Friday, with a move-in period of three (3) days and a move-out period of one (1) day. The Host Committee shall notify the CRVA in writing if it intends to use a CRVA Licensed Facility on or before the Release Date. In addition, the Host Committee shall notify the CRVA in writing if it intends to use any part of the Caldwell Parking Lot at least ninety (90) days before the beginning of the Convention Period.

(i) To the extent that the CRVA Licensed Facilities need to be altered on a non-construction basis or equipped in any way, the Host Committee, at its cost, shall perform the work or obtain any equipment necessary. Any such changes to the CRVA Licensed Facilities shall not be structural or require the removal or relocation of any building structure or fixtures, shall be in compliance with applicable building codes, and any such changes shall be of such nature that the CRVA Licensed Facilities can be and will be surrendered in the same condition as existed prior to the Convention, unless the CRVA agrees in writing that any such change shall be left intact.

## ARTICLE 6.

### OBLIGATIONS OF THE COUNTY

Section 6.1 Obligations of the County. The County hereby agrees that, provided the RNC holds the Convention in the City during the Convention Period, the County shall support the Convention as set forth below:

(a) *Permitting.* The County agrees to fully cooperate in all aspects with the City, the Host Committee, the RNC and their respective advisors and consultants to make appropriate County personnel available to assist in the planning process, and in obtaining all requisite licenses, permits, consent, inspections, and similar approvals necessary to host the Convention. The County shall use best efforts to expedite the review and approval process for any permitting matters, including without limitation, special event permits, zoning or other variances, inspections, design reviews, licenses or other approvals to the extent necessary to permit the design, construction, installation, demolition, removal and restoration activities, and logistical movements, to be undertaken in connection with the Convention. The County and

City shall provide a joint collaborative permitting process to serve the Host Committee and the RNC with respect to such permitting matters. The County shall designate an appropriate County official to serve as principal point of contact for the Host Committee and the RNC with respect to such permitting matters.

(b) *Dedication of Resources.* The County, at its own expense, will dedicate available resources and engage, including to the degree reasonable and possible for the services of the Mecklenburg County Sheriff's Office, to assist with security and related law enforcement and protective services required during the License Period and will cooperate fully with the City, by and through the Charlotte-Mecklenburg Police Department, which has been designated as the lead local agency (the "Lead Local Agency"). The Parties recognize and agree that the Mecklenburg County Sheriff is a separate elected official and that Convention-related costs incurred by the Mecklenburg County Sheriff's Office at the Lead Local Agency's request will be subject to reimbursement under the Security Grant on the same basis as those of other law enforcement agencies through a Cooperation and Assistance Agreement between the Mecklenburg County Sheriff's Office and the Lead Local Agency. The County agrees to use its best efforts to obtain the assistance of the Mecklenburg Sheriff as necessary in hosting the Convention:

(c) *Certain Activities.* Except in response to an emergency situation, the County shall not initiate, and will take necessary steps to impose, prevent, or restrict any and all projects or activities funded or otherwise controlled by the County that would materially impair or otherwise materially and negatively impact or encumber the facilities, assets, roads, sidewalks, or major routes or paths of ingress or egress, or public spaces in or near Uptown Charlotte to the extent that such projects or activities will not be wholly completed by May 31, 2020. The Host Committee shall provide the County with reasonable access to the Convention Complex for the performance of any of its obligations hereunder. The Host Committee agrees that in no event shall authorized employees of the County be prevented from performing and carrying out their governmental functions and purposes; or responding to any fire, or medical emergency, in, at, or around the Convention Complex (including, without limitation, all areas designated as limited access by the RNC) or responding to any public safety or security situation of the City.

(d) *Public Records Requests.* The County agrees that in the event a third party makes a public records request at any time after August 31, 2018 and prior to November 1, 2020 for documents regarding the activities of the RNC or Host Committee, including any communications between the County and the officers of the Host Committee, the County shall use reasonable efforts to provide the Host Committee and the RNC with reasonable written notice of such request. For the avoidance of doubt, such notice is not required to occur prior to the release of such documents.

(e) *Parks and Parking Lots.* The County agrees to work in good faith with the Host Committee to make available as much of the county owned parking lot areas as possible in the surface parking lots identified in Exhibit D based on the County's reasonable determination of the County's needs for the parking spaces, including business and operational needs. Further, unless otherwise required by business or operational needs of the County, during the Convention Period, and at all other times as may be set forth in the Security Plan, the County shall work in good faith to hold for the exclusive use of the RNC and such other persons as the RNC or the Host Committee shall authorize the parks and parking lots set forth in Exhibit D, subject to such standard fees and other standard terms and use required by the County for the use of County facilities. The foregoing notwithstanding, the County agrees to grant the RNC and Host Committee a right of first refusal for the use of any County park identified in Exhibit D for the Convention Period outlined herein. If the RNC notifies the County at least ninety (90) days before the beginning of the Convention Period that such use is not required, then the right to such use will be released, and neither the RNC nor the Host Committee will incur any fees thereto.

(f) *Damage.* In the event of any partial destruction or injury to any County property under use pursuant to this Agreement, beyond normal and customary use, the Host Committee shall either cause the damaged property to be repaired and restored to standard contemplated prior to access thereto and use thereof as contemplated by this Agreement or pay the County for the actual out-of-pocket cost of the repair at the County's discretion unless such destruction or injury is caused by the negligence of the County in which case the costs of such repair shall be paid for by the County unless the extent of the damage site renders it economically impracticable to repair the designated property.

## ARTICLE 7.

### PROVISION OF SERVICES BY THE CITY

Section 7.1 Permitting. Except as otherwise provided in this Agreement, the Host Committee agrees to secure from the City all appropriate authority, including, without limitation, licenses, permits, and similar consents and grants, including the payment of the City's standard permit fees, required for the Convention Complex and the Official Convention Event Venues. The City agrees to fully cooperate in all respects with the County, the Host Committee, the RNC and their respective advisors and consultants and to make appropriate City personnel available to assist in the planning process, and in obtaining all requisite licenses, permits, consents, inspections, and similar approvals necessary to host the Convention. The City shall use best efforts to expedite the review and approval process for any and all permitting matters, including, without limitation, special event permits, zoning or other variances, inspections, design reviews, licenses or other approvals to the extent necessary to permit the design, construction, installation,



demolition, removal and restoration activities, and logistical movements, to be undertaken in connection with the Convention. The City and County shall provide a collaborative joint permitting process to serve the Host Committee and the RNC with respect to such permitting matters. The City hereby agrees to designate appropriate City officials to serve as the: (a) principal point of contact for the Host Committee and the RNC with respect to such permitting matters and (b) primary City contact for all matters related to the Convention.

Section 7.2 Provision of Services Generally. Subject to the terms and conditions hereof, the City shall supply Essential City Services in and around the Convention Complex and shall supply both Customary Facility Services and Essential City Services in and around the City Licensed Facilities.

Section 7.3 Emergency Medical Services. Subject to the terms and conditions hereof, the City shall provide or cause to be provided in conjunction with the County, the following EMS Services:

(a) first aid stations in or around the Convention Complex in such number and at such locations, with such staff as necessary to service a special event of the size and nature of the Convention;

(b) emergency medical services on a 24-hour basis throughout the Convention Period for the benefit of the Convention, and the City shall, in consultation with the Host Committee and the RNC, determine the number and location of any such emergency medical services personnel and the scope of such emergency medical services;

(c) such other services as required by an emergency medical plan prepared by the City in consultation with the Host Committee and the RNC, which shall be implemented in coordination with the Host Committee and the RNC; and

(d) such other services as required by the Security Plan.

Section 7.4 Security and Related Protective Services.

(a) *Security Plan.* During the Convention Period, the City will provide police, fire, security, bomb disposal, EMS Services and emergency and rescue services in and around the Convention Complex and at all official Convention-related meetings and activities in the Metropolitan Area as designated in a security plan developed by the City in consultation with the Host Committee and the RNC, and in cooperation with the U.S. Department of Homeland Security and its subsidiary agencies and divisions, including the U.S. Secret Service, and in cooperation with other appropriate federal, state and local law enforcement and emergency services agencies ("Security Plan"), provided that the Host Committee will

provide: (i) private security within the Convention Arena to assist in securing property, equipment and supplies prior to and after the Convention Period; (ii) such safes and secured storage facilities as needed for RNC equipment; (iii) such alarm systems, photo identification / digital access systems and package scanners as may be needed for the Convention offices; and (iv) such other facilities, equipment, software, staff and resources as may be required under this Agreement. The City will provide such personnel in sufficient numbers and manner as are needed, as set forth in the Security Plan, to keep order and provide for the safety of all persons at the Convention Complex and attending Convention-related activities in the Metropolitan Area. The City specifically agrees to increase its usual complement of such personnel or enter into such inter-jurisdictional mutual assistance arrangements pursuant to the Security Plan. Without limiting the generality of the foregoing, the City shall, during the Convention Period, provide:

(i) police escorts for all RNC personnel delivering credentials to state delegations at their respective hotels;

(ii) armed security patrols for each of the Convention operating offices for credentialing, transportation, media and staging from the date each such office is open for operations through and including the last day of the Convention Period;

(iii) armed security patrols for any parking lot or transportation staging area in which RNC-owned or operated vehicles are stored in bulk, throughout the period of such storage;

(iv) security barriers (other than the barrier around the secured perimeter of the Convention Complex, which will be provided by the Secret Service);

(v) ingress and egress enforcement (provided that the RNC is responsible for issuing credentials);

(vi) security at City Licensed Facilities and CRVA Licensed Facilities;

(vii) scanning of mail for RNC offices in Charlotte, North Carolina;

(viii) security at the Convention-related hotels in the Metropolitan Area during the Convention Period; and

(ix) special security protection for delegates and other dignitaries to be identified in accordance with the Security Plan.

(b) *Equipment.* As part of and as provided in the Security Plan, the City agrees to provide installation and operation of magnetometers, hand scanners, package scanners/x-ray machines and such other equipment as may be indicated, in accordance with reasonable and customary industry standards, to secure properly all agreed points of entry to the Convention Complex, and personnel necessary to set up, operate and maintain these systems, sufficient to provide for the orderly and expeditious ingress and egress of all Convention attendees into the Convention Complex, during the Convention Period and during a period of time prior to the Convention Period as shall be provided in the Security Plan.

(c) *Fire.* During the Convention Period and at other times as may be set forth in the Security Plan, the City shall provide firefighting services as reasonably necessary.

(d) *Security Liaison.* The City shall designate and provide a high ranking law enforcement officer (or officers) to plan and supervise all such security services, to serve as liaison to the Host Committee, the RNC, and the Hornets personnel, to cooperate with the U.S. Department of Homeland Security (and its subsidiary divisions and agencies, including the U.S. Secret Service) and such other federal, state and local law enforcement and emergency services agencies as may be involved in developing and implementing the Security Plan, and to coordinate with such security personnel as the Host Committee, the Hornets or the RNC may provide within and without the Convention Complex. The City-designated officer (or officers) shall be available on a twenty-four (24) hour basis, seven (7) days a week, by cellular telephone, beginning on February 15, 2020.

(e) *Security Escorts.* The Security Plan will make provision for escorts for certain vehicles as necessary and for security on all buses in use by the RNC or its designees for official Convention business during the Convention Period. Such escorts and security will be provided by the City and other law enforcement agencies as set forth in the Security Plan.

(f) *City Cooperation and Assistance Agreements.* Given that other municipalities, counties, and/or state agencies and entities will likely be involved in the delivery and fulfillment of the City's obligations under the Agreement, the City shall prepare, in consultation with the Host Committee and the RNC, cooperation and assistance agreements to be entered into by the City and such other municipalities, counties, agencies and other entities necessary to accomplish these obligations ("**City Cooperation and Assistance Agreements**"). The City Cooperation and Assistance Agreements shall confirm that the signatories will cooperate and assist the City as necessary in fulfilling its obligations, including but not limited to the expediting of permits as set forth in this Article 7. The majority of the City Cooperation and Assistance Agreements shall be executed no later than six (6) months prior to the Convention, and the

remainder of the City Cooperation and Assistance Agreements shall be executed as soon as possible thereafter.

(g) The Host Committee agrees that the Lead Local Agency shall receive and distribute the Security Grant pursuant to the terms and conditions hereof and imposed by the federal and/or state government and any other agreements the City or the Lead Local Agency may enter into with other providers of police, fire, emergency medical services and traffic, and as provided by the RNC, as shall be adequate to the needs of a convention of the size and unique nature of the Convention and as specified in the Security Plan.

(h) The City agrees that during the Convention Period, matters relating to issuing credentials to individuals for ingress to and egress from the Convention Complex shall be subject to the ultimate authority of the RNC, subject to the City's access requirements set forth in this Agreement and the Security Plan. Matters relating to law enforcement both within and outside the Convention Complex during the Convention Period shall be subject to the ultimate authority of the Lead Local Agency.

(i) To the extent funded by the Security Grant and deemed reasonably necessary by the City, the City shall pay for, among other equipment and services, all costs for (A) security consultants retained in connection with the Convention, and (B) professional law enforcement liability insurance.

(j) The Host Committee shall use best efforts to secure the agreement of the City, the Hornets, CRVA, or the County, as applicable, to provide first aid stations and security personnel inside the Convention Complex as customarily provided for a special event at the Convention Complex and that such medical and security personnel shall cooperate fully with the city to insure public safety.

#### Section 7.5 Technology and Telecommunications Services.

(a) The City will reasonably cooperate with the Host Committee and the RNC in the development and implementation of a technology and telecommunications plan (the "Technology and Telecommunications Plan"): Such cooperation may include the use of City owned or controlled technology assets, lines, utilities, cables, service areas, panels, junctions, contract rights or equipment useful for purposes of the Convention ("City Telecom Assets and Services"), taking into account the impact on City operations, security risks, cost and the City's contractual obligations. Notwithstanding any other provision in this Agreement, the Parties agree that the City will not charge the Host Committee or the RNC for any reasonable use of City Telecom Assets and Services, except to the extent such use results in Reimbursable Costs to the City that are not funded by the Security Grant. To the extent that the City

provides any equipment to the Host Committee or the RNC as part of the Technology and Telecommunications Plan, the Host Committee agrees to promptly return to the City such equipment after the Convention Period, in good and operable condition, reasonable wear and tear excepted.

(b) The Host Committee will provide for all other technology needs relating to the Convention, including without limitation all computers, computer networks (local area and wide area), servers, cloud platforms, cabling, software licenses and maintenance agreements, printers, copiers, scanners, cameras, projectors, email systems, directors, computer aided design systems, Internet, text service, voting and credentialing service, electronic wire services, security systems and equipment (including but not limited to network intrusion detection, firewalls, log and system reviewing tools, auditing and other tools), helpdesk, human resources software, multimedia editing software, backup systems, and all necessary installation, implementation and operational personnel.

(c) The Host Committee will further provide for all other communication needs relating to the Convention, including without limitation a communications system with Voice of Internet Protocol and such other features as the RNC may require; phones, fiber, cable and wire to make the communications system operable; wireless voice and data devices; two-way radios, wireless service, local and long distance telephone service, audio and video transmission facilities and service, satellite/cable television service, RF frequency coordination and language interpretation services.

#### Section 7.6 Transportation Liaison and Planning.

(a) The City, in consultation with the RNC, the Host Committee and the U.S. Secret Service, will develop and implement a traffic control plan ("Traffic Control Plan") for the Convention that may include the closing of streets. The City will assign an appropriate City official or consultant to assist in planning, coordinating and implementing all traffic control services and to serve as liaison with the RNC, the Host Committee, any consultants engaged by the Host Committee at the RNC's direction, and other Host City Party personnel commencing on the Effective Date. The City shall assign such additional personnel as are reasonably required to help plan and implement the transportation services required for the Convention, and to help design plans for overall transportation coordination during the Convention.

(b) The City, at no cost to the RNC, shall provide, during the Convention Period, adequate traffic control personnel to facilitate the orderly flow of traffic into, from, and between the Convention Complex, the CRVA Licensed Facilities, and the Special Event Venues used by the RNC pursuant to this Agreement, each of the hotels housing participants of the Convention, and area airports, pursuant to such Traffic Control Plan. The Traffic Control Plan will provide for exclusive use by the RNC of space sufficient

for the parking of buses as close as possible to the Convention Complex to permit convenient and efficient debarkation and embarkation to and from the Convention Complex. The Traffic Control Plan will include, without limitation, reasonable provisions, subject to applicable law, for ensuring vehicular and pedestrian movements related to the Convention through the public property surrounding or adjacent to the Convention Complex, and the other CRVA Licensed Facilities and the Special Event Venues, as necessary, as well as the closing of streets or other public byways, the provision of restricted traffic lanes.

(c) The Host Committee will provide for all other transportation needs relating to the Convention, including without limitation transportation for Convention delegates and attendees to and from airports, hotels, housing accommodations, the Convention Arena, Convention offices and other Convention facilities.

Section 7.7 Federal Security Grant.

(a) The Parties anticipate that certain financial assistance will be provided by the federal government to the City in an amount and under terms reasonably consistent with past presidential nominating conventions, which is anticipated to be approximately fifty million dollars (\$50,000,000) (the "Security Grant") to reimburse the City for the Reimbursable Costs to be incurred by the City in meeting its obligations under this Agreement, including without limitation all security, EMS Services, technology and insurance to be provided or acquired by the City in connection with the Convention. The City shall use its reasonable good faith commercial efforts to keep security related spending in connection with the Convention within the amount of the Security Grant and shall keep the Host Committee reasonably informed regarding same, consistent with the City's paramount obligations to keep people safe during the Convention. If at any time the City reasonably determines that it will incur Reimbursable Costs in fulfilling its obligations under this Agreement that will exceed the amount of the Security Grant (collectively, "Additional Costs"), it shall give prompt written notice of same to the Host Committee, and the Host Committee shall then be required to pay such Additional Costs to the City as to the extent set forth below. In calculating Additional Costs subject to reimbursement by the Host Committee, (i) the Host Committee shall be entitled to a credit on a dollar-for-dollar basis for the actual cost of any tangible personal property or other capital assets ("Hard Assets") procured through the Security Grant for or on behalf of the City which are retained by the City following the Convention and have residual value to the City (as determined by the Chief of Police in consultation with the Host Committee using such Chief of Police's reasonable good faith judgment in making such determination), before any reimbursement of Additional Costs by the Host Committee over the amount of the Security Grant is due; and (ii) the Host Committee will only be responsible for Additional Costs to the extent such Additional Costs would have been eligible for

reimbursement under the Security Grant had the amount of the Security Grant not been exceeded. Subject to compliance with state and federal procurement requirements, the Host Committee shall be entitled to consult with the City in formulating its budget for, and otherwise assist with the procurement of goods and services for which the Host Committee might be responsible for reimbursement hereunder. In addition, in the event the City notifies the Host Committee that Additional Costs have been or are likely to be incurred, the City and the Host Committee agree to work in good faith to identify third-party sources of funding for such Additional Costs and to work with other state, county and local law enforcement agencies to secure resources.

(b) In the event that the Security Grant has not been duly appropriated and committed for the benefit of the City on or before March 1, 2020, the City and Host Committee agree that they shall cooperate in good faith for a period of thirty (30) days in an effort to locate alternative sources of funding to reimburse the City for such Reimbursable Costs. If, despite such good faith efforts, the City and Host Committee have not located adequate alternative sources of funding to reimburse the City for such Reimbursable Costs on or before March 31, 2020, the City shall have the right to terminate this Agreement by giving notice in compliance with Section 11.9 of this Agreement. In such event, all Parties shall be relieved of any further liabilities or obligations under this Agreement; provided, however, the Host Committee shall reimburse the City for all Reimbursable Costs that the City paid or became obligated to pay to third parties prior to issuing such termination notice, to the extent such Reimbursable Costs are actually paid by the City and would have been reimbursable under the Security Grant had it been issued with the same terms as those security grants issued in connection with past presidential nominating conventions (collectively, the "Termination Reimbursement"). In calculating the Termination Reimbursement, the Host Committee shall be entitled to a credit on a dollar-for-dollar basis for the actual Reimbursable Costs attributable to Hard Assets that will be retained by the City and will have residual value to the City (as determined by the Chief of Police in consultation with the Host Committee using such Chief of Police's reasonable good faith judgment in making such determination). At all times following the Effective Date until the date on which the Security Grant is appropriated, the City shall seek to include in each and every contract for Reimbursable Costs to which the City becomes party a right to cancel such contract at no cost in the event that this Agreement were to terminate pursuant to this Section 7.7(b). For any such contract involving an amount in excess of one hundred thousand dollars (\$100,000), whether annually or in the aggregate, where the City is unable to secure a right to cancel or where the cost or terms of such cancellation right is material, the City will consult with the Host Committee within a reasonable period of time prior to entering into such contract. If the City elects to terminate this Agreement pursuant to this Section 7.7(b) and the Security Grant is subsequently duly appropriated and committed within a time period that will reasonably allow the Parties to proceed with

the Convention, then the Parties shall incur all obligations under this Agreement as though it had not been terminated, with reasonable allowance for the period during which termination was in effect.

## ARTICLE 8.

### OTHER COVENANTS OF THE CITY

Section 8.1 Enforcement of Taxicab Rates under City Ordinance; Cost Controls on Self-Service, Attendant and Valet Parking. The City agrees to enforce the rates of fare and other regulations applicable to the operation of taxicabs in the City pursuant to the City's Passenger Vehicle for Hire Ordinance. The Host Committee agrees to use best efforts to secure the agreement of hotel and non-City venues providing hotel accommodations, Official Convention Event Venues and Special Event Venues, as applicable, that their vehicle parking rates and valet parking rates during the Convention Period are reasonable and consistent with the rates charged for non-special events during the prior calendar year.

Section 8.2 Certain Activities. Except in response to an emergency situation, the City shall not approve permits for and will take necessary steps to impose restrictions on any and all projects or activities that would materially impair or otherwise materially and negatively impact or encumber the facilities, assets, roads, sidewalks, or major routes or paths of ingress or egress, or public spaces in or near Uptown Charlotte or Charlotte Douglas International Airport, to the extent that such projects or activities will not be wholly completed by May 31, 2020 as reasonably determined by the City following consultation with the Host Committee and the RNC. Notwithstanding the foregoing, nothing in this Section 8.2 shall be construed to prohibit the City from proceeding with work currently planned to implement the City's construction and development plans for Charlotte Douglas International Airport.

Section 8.3 Public Records Requests and Confidentiality. The City agrees that in the event a third party makes a public records request at any time after August 31, 2018 and prior to November 1, 2020 for documents regarding the activities of the RNC or Host Committee, including any communications between the City and the officers of the Host Committee, the City shall use reasonable efforts to provide the Host Committee and the RNC with reasonable written notice of such request. For the avoidance of doubt, such notice is not required to occur prior to the release of such documents.

Section 8.4 Advertising Displays.

(a) To the extent permitted by law and the City's contracts with third parties, the City shall permit the Host Committee and its assigns to hang or display signage relating to the Convention in and



around the Convention Complex, on the City's rights-of-way and on City-owned facilities, including areas surrounding Charlotte Douglas International Airport and Concord Regional Airport.

(b) The Host Committee, in consultation with the RNC, shall submit to the City for review and approval a comprehensive general signage plan for the temporary display of signage in Uptown Charlotte and such other areas as reasonably requested by the Host Committee or the RNC in the plan. The City shall, subject to the City's zoning and other ordinances, allow private entities to appropriately display signage in accordance with the approved plan during the Convention Period, up to thirty (30) days prior to the Convention Period and up to one (1) week following the Convention Period. To the extent permitted by law, the City shall not permit the display of signage in the immediate vicinity or in view of the Convention Complex except as provided in the approved plan. Both Parties acknowledge that the signage plan contemplated by this Section 8.4(b) shall be amendable and subject to further City review at all times after its initial submission.

Section 8.5 Cooperation with RNC and Host Committee. The City shall assist the RNC and the Host Committee in the development and implementation of a parking plan and a transportation plan (the "Transportation Plan"), provided that the Host Committee shall provide and pay for all buses, vehicles, fuel, public transportation vouchers and other associated out-of-pocket costs. The City shall assist the RNC and the Host Committee with implementing the Guest Experience Package and promoting the Convention, provided that the Host Committee shall pay all associated out-of-pocket costs.

## ARTICLE 9.

### REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 9.1 Representations and Warranties of the Host Committee. The Host Committee hereby represents and warrants as follows:

(a) The Host Committee is a nonprofit corporation established for a public benefit and charitable purpose that has filed or will file for status as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, validly subsisting under the laws of the State of North Carolina, and has the corporate power and authority and the legal right to execute, deliver, and perform this Agreement.

(b) The Host Committee has taken all necessary corporate action to authorize and approve the execution, delivery, and performance of this Agreement by the Host Committee.

(c) The execution, delivery, and performance of this Agreement by the Host Committee does not conflict with or constitute, on the part of the Host Committee, a violation of, breach of, or default under

any provision of its Articles of Incorporation or Bylaws, or any statute, indenture, resolution, mortgage, deed of trust, note agreement, or other agreement or instrument to which the Host Committee is a party or by which the Host Committee is bound, or any order, rule, or regulation of any court or governmental agency or body having jurisdiction over the Host Committee or any of its activities or properties.

(d) To the best of the Host Committee's actual knowledge, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, pending or threatened before any court, public board, or body, against or affecting the Host Committee, wherein an unfavorable decision, ruling, or finding would materially adversely affect the transactions contemplated by this Agreement or which would adversely affect the validity or enforceability of this Agreement.

(e) Neither the Host Committee nor any person has, on its behalf, agreed to pay any commission, percentage, or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this Agreement.

Section 9.2 Representations and Warranties of the RNC. The RNC hereby represents and warrants as follows:

(a) The RNC is an unincorporated association validly created by and existing under *The Rules of the Republican Party* as adopted on July 18, 2016 by the 2016 Republican National Convention at Cleveland, Ohio.

(b) The RNC has taken all actions necessary to approve and authorize the execution, delivery, and performance of this Agreement by and on behalf of the RNC.

(c) This Agreement has been duly and validly authorized, executed, and delivered by the RNC and, assuming the due authorization and execution hereof by the other Parties, constitutes a valid, legal, and binding obligation of the RNC enforceable in accordance with its terms.

(d) The execution, delivery, and performance of this Agreement do not conflict with, or constitute on the part of the RNC, a violation of, breach of, or default under, any statute, rule, indenture, resolution, mortgage, deed of trust, note agreement, or other agreement or instrument to which the RNC is a party or by which the RNC is bound, or any order, rule, or regulation of any court or governmental agency or body having jurisdiction over the RNC or any of its activities or properties.

(e) To the best of the RNC's knowledge, after due investigation, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, pending or threatened before any court, public

board, or body, against or affecting the RNC wherein an unfavorable decision, ruling, or finding would materially adversely affect the transactions contemplated by this Agreement or which would adversely affect the validity or enforceability of this Agreement.

Section 9.3 Representations and Warranties of the City. The City hereby represents and warrants as follows:

(a) The City is a municipal corporation created and existing pursuant to the Constitution and laws of the State of North Carolina and has the full legal right, power, and authority to enter into and perform this Agreement.

(b) The City has taken all action required in the opinion of the City Attorney's Office ("City Attorney's Office") to authorize and approve the execution, delivery, and performance of this Agreement by and on behalf of the City.

(c) This Agreement has been duly and validly authorized, executed, and delivered by the City and, assuming the due authorization and execution hereof by the other Parties, constitutes a valid, legal, and binding obligation of the City enforceable in accordance with its terms.

(d) The execution, delivery, and performance of this Agreement by the City does not, in any material respect, violate or constitute a breach of or default under the City's Charter or any applicable provisions of the Constitution or any law or administrative regulation of the State of North Carolina or of the U.S., or, to the knowledge of the City Attorney's Office, any applicable judgment, decree, loan agreement, note, resolution, ordinance, agreement, or other instrument presently in effect to which the City is a party or is otherwise bound, the consequence, cure or correction of which would materially and adversely affect the financial condition or results of operations of the City as a whole.

(e) To the knowledge of the City Attorney's Office, after due inquiry within the City Attorney's Office, except for matters which in the opinion of the City Attorney's Office are without merit or are not material, there is no action or proceeding pending against the City in court or threatened in writing against the City, a final adverse determination of which would reasonably be expected to materially adversely affect the transactions contemplated by this Agreement or which would adversely affect the validity or enforceability against the City of, or its ability to perform, this Agreement.

(f) Neither the City nor any person so authorized to act on the City's behalf has agreed to pay any commission, percentage, or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this Agreement.

(g) The City warrants that any City Licensed Facilities under its exclusive control to be used in connection with the Convention shall be compliant with ADA, including, without limitation, (i) the City's policies, practices, procedures, and eligibility criteria; (ii) the provision of auxiliary aids and services within all such City Licensed Facilities; (iii) architectural, communications, and transportation barriers within all such City Licensed Facilities; and (iv) the availability of wheelchair seating spaces in any and all assembly areas in such City Licensed Facilities.

Section 9.4 Representations and Warranties of the CRVA. The CRVA hereby represents and warrants as follows:

(a) The CRVA is a political subdivision of the City created and existing pursuant to the Constitution and laws of the State of North Carolina and has the full legal right, power, and authority to enter into and perform this Agreement.

(b) The CRVA has taken all action required in the opinion of its counsel to authorize and approve the execution, delivery, and performance of this Agreement by and on behalf of the CRVA.

(c) This Agreement has been duly and validly authorized, executed, and delivered by the CRVA and, assuming the due authorization and execution hereof by the other Parties, constitutes a valid, legal, and binding obligation of the CRVA enforceable in accordance with its terms.

(d) The execution, delivery, and performance of this Agreement by the CRVA does not, in any material respect, violate or constitute a breach of or default under the City's Charter or any applicable provisions of the Constitution or any law or administrative regulation of the State of North Carolina or of the U.S., or, to the knowledge of its counsel, any applicable judgment, decree, loan agreement, note, resolution, ordinance, agreement, or other instrument presently in effect to which the CRVA is a party or is otherwise bound, the consequence, cure or correction of which would materially and adversely affect the financial condition or results of operations of the CRVA as a whole.

(e) To the knowledge of the CRVA's counsel, after due inquiry, except for matters which in the opinion of such counsel are without merit or are not material, there is no action or proceeding pending against the CRVA in court or threatened in writing against the CRVA, a final adverse determination of which would reasonably be expected to materially adversely affect the transactions contemplated by this Agreement or which would adversely affect the validity or enforceability against the CRVA of, or its ability to perform, this Agreement.

(f) Neither the CRVA nor any person so authorized to act on the CRVA's behalf has agreed to pay any commission, percentage, or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this Agreement.

(g) The CRVA warrants that any CRVA Licensed Facilities under its exclusive control to be used in connection with the Convention shall be compliant with the ADA, including, without limitation, (i) the City's policies, practices, procedures, and eligibility criteria; (ii) the provision of auxiliary aids and services within all such CRVA Licensed Facilities; (iii) architectural, communications, and transportation barriers within all such CRVA Licensed Facilities; and (iv) the availability of wheelchair seating spaces in any and all assembly areas in such CRVA Licensed Facilities.

Section 9.5 Representations and Warranties of the County. The County hereby represents and warrants as follows:

(a) The County is a political subdivision created and existing pursuant to the Constitution and laws of the State of North Carolina and has the full legal right, power, and authority to enter into and perform this Agreement.

(b) The County has taken all action required in the opinion of the County's Department of Law Attorney ("County Attorney's Office") to authorize and approve the execution, delivery, and performance of this Agreement by and on behalf of the County.

(c) This Agreement has been duly and validly authorized, executed, and delivered by the County and, assuming the due authorization and execution hereof by the other Parties, constitutes a valid, legal, and binding obligation of the County enforceable in accordance with its terms.

(d) The execution, delivery, and performance of this Agreement by the County does not, in any material respect, violate or constitute a breach of or default under the County's Charter or any applicable provisions of the Constitution or any law or administrative regulation of the State of North Carolina or of the U.S., or, to the knowledge of the County Attorney's Office, any applicable judgment, decree, loan agreement, note, resolution, ordinance, agreement, or other instrument presently in effect to which the County is a party or is otherwise bound, the consequence, cure or correction of which would materially and adversely affect the financial condition or results of operations of the County as a whole.

(e) To the knowledge of the County Attorney's Office, after due inquiry within the County Attorney's Office, except for matters which in the opinion of the County Attorney's Office are without merit or are not material, there is no action or proceeding pending against the County in court or threatened

in writing against the County, a final adverse determination of which would reasonably be expected to materially adversely affect the transactions contemplated by this Agreement or which would adversely affect the validity or enforceability against the County of, or its ability to perform, this Agreement.

(f) Neither the County nor any person so authorized to act on the County's behalf has agreed to pay any commission, percentage, or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this Agreement.

## ARTICLE 10. INDEMNITY AND INSURANCE

Section 10.1 Indemnification of the County, the City and the CRVA. The Host Committee agrees to defend, indemnify and hold harmless (i) the County, and (ii) the City, together with the CRVA and their respective elected officials, officers, employees and agents (collectively, the "City/County Indemnitees") from and against any and all claims, liabilities, obligations, losses, penalties, damages, charges, costs and expenses, including reasonable fees and disbursements of accountants or attorneys (collectively, "Losses") that may be incurred by or asserted against the City/County Indemnitees, in any way directly or indirectly related to the Convention, to the extent arising out of (a) the negligence or willful misconduct of the Host Committee, the RNC or their respective employees or agents, (b) breach by the Host Committee or its employees or agents of this Agreement, (c) the negligence of the City/County Indemnitees, or (d) the Law Enforcement Conduct of the City/County Indemnitees.

The indemnity in this Section 10.1 shall not extend to acts or omissions that are solely the result of the gross negligence or the willful misconduct of the City/County Indemnitees. Notwithstanding any other provision in this Section 10.1, the indemnity in this Section 10.1 shall, without limitation, also extend to the following law enforcement activities of the City/County Indemnitees, or the City/County Indemnitees' approved law enforcement activities for others: (i) false arrest, detention or imprisonment; (ii) malicious prosecution; (iii) assault and battery; (iv) violation of civil rights; (v) violation of property rights; or (vi) failure of the City/County Indemnitees and its employees to follow departmentally approved policy(ies) or procedure(s) (collectively, the "Law Enforcement Conduct").

Section 10.2 Limitation of Liability. Neither the RNC, the City, the County, nor the CRVA shall be liable to the Host Committee for the performance of any obligations, covenants or agreements to be performed by the Host Committee hereunder or under any other associated agreements in connection herewith.

Section 10.3 Limitation of Liability With Respect to Insurance Coverages. Excluding Losses arising from failure by the Host Committee to procure the Insurance Coverages (as defined below) as required pursuant to the terms of this Agreement, no Party shall be required to expend, in order to indemnify another Party under or by virtue of any indemnity set forth in Section 10.1, in excess of the amounts required to procure the insurance coverages as shown in Exhibit B, as adjusted by the Insured Parties to the extent permitted in this Agreement (the "Insurance Coverages"), of which such indemnifying Party is the beneficiary, named insured or loss payee under Section 10.4. For clarity, with the exception of Losses arising from failure by the Host Committee to procure the Insurance Coverages as required pursuant to the terms of this Agreement, the City/County Indemnitees sole recourse with respect to the indemnity obligations set forth in Section 10.1 and any associated Losses shall be against the Insurance Coverages or any amounts actually obtained by the Host Committee from such Insurance Coverages as a result of any such indemnity claims, and the Host Committee's sole obligations with respect to any of its indemnification obligations set forth in this Agreement shall be to (i) provide notice of any indemnification claims asserted under any such indemnification obligations to the applicable insurer(s) under the relevant Insurance Coverages, (ii) to comply with any other conditions precedent to coverage in accordance with the relevant Insurance Coverages (but only to the extent such compliance is within the control of the Host Committee), and (iii) to otherwise reasonably cooperate with the applicable insurer(s) in seeking coverage as provided under the relevant Insurance Coverages. Notwithstanding any provision of this Agreement to the contrary, (a) the RNC shall not be liable to the Host Committee or to any other Party for loss of or damage to any item of personal property, equipment or supplies, it being understood that any claim whatsoever against the RNC for such loss or damage will be covered by insurance and, to the extent not covered by insurance, the RNC will be indemnified for such loss or damage by the Host Committee and (b) no Party, nor any one acting on their behalf, directly or indirectly, shall bring any claim against any officer, director, employee or agent of the Host Committee for indemnification under this Article 10 under any legal theory that would subject such individual to personal liability.

Section 10.4 Insurance Coverages. No later than three (3) months before the Convention, the Host Committee shall obtain, at its cost, Insurance Coverages in such amounts and forms as the City, the County and the RNC shall mutually agree, but not less favorable in amount or coverage than as shown on Exhibit B, and shall provide upon request to the City or the County, as applicable, one or more certificates of insurance evidencing such Insurance Coverages. Except for workers' compensation, each of the Insurance Coverages shall name the RNC, the Host Committee, the City and the County as additional insureds or loss payees (collectively, the "Insured Parties"). Payment and full satisfaction of any and all deductibles owed as to any of the Insurance Coverages obtained by the Host Committee shall be the sole

responsibility of the Host Committee, and the Host Committee's failure to comply with this provision shall be deemed a failure to procure Insurance Coverages in conformance with this Section 10.4. Notwithstanding any other provision in Article 10, the Host Committee shall defend, indemnify and hold harmless the Insured Parties for any and all Losses incurred by the Insured Parties which are directly or indirectly related to the Host Committee's failure to procure Insurance Coverages in conformance with this Section 10.4.

Section 10.5 Terms of Insurance Policies. All policies of insurance shall be in full force and effect with respect to their coverage for any occurrence during appropriate periods contemplated by this Agreement, shall require at least thirty (30) days written notice to the RNC, the City and the County prior to cancellation thereof, and shall include express provisions in which the insurer (a) waives its subrogation rights against, and (b) agrees to defend the Insured Parties. No policy procured shall impose any obligation upon the RNC, the City, the CRVA or the County whatsoever to pay any deductible, self-insured retention or self-insured participation in connection with any claim. Original copies of all policies shall be furnished to the Insured Parties, as applicable.

Section 10.6 Contractor Insurance. The Host Committee shall require in each of its agreements with any Contractor, as a precondition to payment thereunder, that such Contractor provide a certificate of insurance naming the Insured Parties as additional insureds on all such agreements, and evidencing at least the coverages set forth in Exhibit B hereto with respect to all contemplated operations of such contractor and any subcontractors of that contractor.

Section 10.7 Waiver of Subrogation. Notwithstanding anything to the contrary herein, the RNC and the Host Committee (each on behalf of itself and its insurers), hereby waive all rights of subrogation against, the CRVA, the City and the County for any and all losses of and damage to or destruction of property (including all personal property of the RNC and the Host Committee and the alterations to the Convention Facilities).

## ARTICLE 11. GENERAL PROVISIONS

Section 11.1 Limitations on Liability. Nothing in this Agreement shall be construed to deem any Party to be a partner, joint venturer, employee, or agent of any other Party, it being intended that each such Party is and shall remain an independent party solely responsible for its own actions. No Party shall be liable under any contract or obligation of any kind, or other legal theory, for any of the other Parties, except with respect to those contracts or obligations which a Party may have separately entered into, or for



any acts or omissions of any other Party, or any other Party's respective members, officers, directors, officials, employees, agents, vendors, contractors, and subcontractors at any tier. No Party shall be liable to any other Party, under any legal theory, for any consequential, special, punitive, indirect or other damages or liabilities of any kind.

Section 11.2 Additional Actions and Documents. Recognizing that time is of the essence, each of the Parties agrees to use its best efforts to take or cause to be taken such further actions; to execute, deliver; and file or cause to be executed, delivered, and filed, such further documents; to reasonably cooperate to achieve the intended goals of this Agreement; and to use best efforts to obtain such consents, as may be necessary or as may be reasonably requested in order fully to effectuate the purposes, terms and conditions of this Agreement. Such actions shall include, without limitation, fully and effectively resolving, settling or resisting and defending against any action by any third party which would interfere with the full and timely performance of this Agreement by the City or the Host Committee.

Section 11.3 Assignment. Except as expressly provided herein, no portion of this Agreement or any right or obligation hereunder may be assigned, in whole or in part, whether by operation of the law or otherwise, by any Party without the prior written consent of the other Parties.

Section 11.4 Amendment. No amendment, modification, or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Parties against whom enforcement thereof is sought, subject to the approval of the RNC and the Host Committee.

Section 11.5 Survival. All covenants, agreements, statements, representations, and warranties made in this Agreement shall survive the execution and delivery of this Agreement and any investigation, audit, or inspection made by any other person, entity, or organization.

Section 11.6 Waiver. No waiver of, no delay in exercising (with the exception of the prompt and timely notification of claims), and no omission to exercise, any rights or remedies by any Party shall be construed as a waiver by such Party of any other rights or remedies that such Party may have under this Agreement.

Section 11.7 Severability of Provisions. The provisions of this Agreement shall be severable and divisible, and the invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

Section 11.8 Headings; Exhibits. The Article and Section headings in this Agreement are solely for the convenience and reference of the Parties and are not intended to be descriptive of the entire contents

of any such Articles or Sections and shall not limit or otherwise affect any of the terms or provisions hereof. Exhibits attached hereto are hereby made a part of this Agreement.

Section 11.9 Notices.

(a) Any notice, payment, demand, request, or other communication required or permitted to be given hereunder by any Party to any other shall be effected by electronic mail with a read receipt requested; or either (i) personal delivery in writing; or (ii) registered or certified first class mail or FedEx or UPS, postage prepaid and return receipt requested. The following postal and electronic mail addresses shall be used to give notice:

If intended for the Host Committee:

CLT Host 2020, Inc.  
Attention: John Lassiter, President  
201 South College Street  
Suite 1690  
Charlotte, NC 28202  
E-mail: notices@charlottein2020.com

Copy (which shall not constitute notice) to:

Moore & Van Allen PLLC  
Attention: Counsel, CLT Host 2020, Inc.  
100 N. Tryon Street  
Suite 4700  
Charlotte, NC 28202  
E-mail: clthost2020@mvalaw.com

If intended for the RNC:

Republican National Committee  
Attention: Richard Walters, Chief of Staff  
310 First Street, S.E.  
Washington, D.C. 20003  
E-mail: cos@gop.com

Copy (which shall not constitute notice) to:

Republican National Committee  
Attention: John R. Phillippe Jr., Chief Counsel  
310 First Street, S.E.  
Washington, D.C. 20003  
E-mail: counsel@gop.com

If intended for the City:

City of Charlotte  
Attention: Marcus D. Jones, City Manager  
Charlotte-Mecklenburg Government Center  
600 East Fourth Street  
Charlotte, NC 28202  
E-mail: mjones@ci.charlotte.nc.us

Copy (which shall not constitute notice) to:

City of Charlotte  
Attention: Robert E. Hagemann, City Attorney  
Charlotte-Mecklenburg Government Center  
600 East Fourth Street  
Charlotte, NC 28202  
E-mail: rhagemann@charlottenc.gov

If intended for the County:

County of Mecklenburg, North Carolina  
Attention: Dena Diorio  
Charlotte-Mecklenburg Government Center  
600 East Fourth Street  
Charlotte, NC 28202  
E-mail: Dena.Diorio@mecklenburgcountync.gov

Copy (which shall not constitute notice) to:

County of Mecklenburg, North Carolina  
Attention: Tyrone Wade  
Charlotte-Mecklenburg Government Center  
600 East Fourth Street  
Charlotte, NC 28202  
E-mail: TyroneC.Wade@mecklenburgcountync.gov

If intended for the CRVA:

Charlotte Regional Visitors Authority  
Attention: Tom Murray, Chief Executive Officer  
501 S. College Street  
Charlotte, NC 28202  
E-mail: tom.murray@crva.com

Copy (which shall not constitute notice) to:

Grier Furr & Crisp, P.A.  
Attention: J. Cameron Furr, Jr.  
101 Independence Center  
101 N. Tryon Street  
Suite 1240  
Charlotte, NC 28246  
E-mail: cfurr@grierlaw.com

(b) The representatives for any Party and any Party's address or email address may be changed by written notice to the other Parties. Each notice, demand, request, or other communication transmitted in the manner described in Section 11.9(a) shall be deemed sufficiently given, served, sent, and received at such time as it is delivered to the addressee (with the return receipt, delivery receipt, or the affidavit of messenger being deemed conclusive evidence of such delivery), or at such time as delivery is refused by the addressee.

Section 11.10 Breach and Cure. The Parties expressly agree that either Party's material breach of any of the material terms and conditions of this Agreement may result in irreparable harm to the other Party, and the harmed Party shall, in addition to any other remedy provided herein or by law or in equity, be entitled to seek appropriate equitable relief, including injunctive relief and specific performance, in a forum as provided in Section 11.12 of this Agreement. Notwithstanding the foregoing, in the absence of irreparable harm, each Party may seek relief in the courts as set forth in Section 11.12 only after providing written notice to the other Parties of such breach and the expiration of thirty (30) days' notice from the date of such notice by which the other Party may cure breach, to the extent such breach can be cured.

Section 11.11 Compliance with Laws and Rules and Regulations. The Parties shall comply with, and use their best efforts to cause to be complied with by any contractors, subcontractors, volunteers, or consultants, the requirements of all applicable laws, statutes, regulations, and ordinances in the performance of this Agreement, including, without limitation, building codes; laws pertaining to health, fire, or public safety; all applicable laws pertaining to the sale, distribution and consumption of liquor; and non-discrimination laws.

Section 11.12 Governing Law and Forum Selection. This Agreement and all disputes arising under this Agreement shall be governed, construed, and decided in accordance with the laws of the State of North Carolina. The Parties further agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any arising out of or related to this Agreement, or the relationship created or evidenced thereby, shall be brought exclusively in the Mecklenburg County Court. Notwithstanding the foregoing,

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any Party may remove any such suit, action, claim, or proceeding to the U.S. District Court for the Western District of North Carolina so long as subject matter jurisdiction is established. Subject to the preceding sentence, the Parties further agree not to raise any objection to any lawsuit, action, claim, or legal proceeding which is brought in either of these two (2) forums, and the Parties expressly consent to the jurisdiction and venue of these two (2) forums. The Parties further agree that service of original process in any such lawsuit, action, claim, or legal proceeding may be duly effected by mailing a copy thereof, by certified mail, postage prepaid to the addresses specified in Section 11.9. The Parties further hereby waive trial by jury in any legal proceeding involving, directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of or related to this Agreement or the relationship created or evidenced hereby.

Section 11.13 Entire Agreement. This Agreement (including all Exhibits hereto) contains and constitutes the entire agreement of the Parties with respect to the subject matter it covers and supersedes all prior or other negotiations, representations, and agreements between the Parties and their representatives.


Section 11.14 Statutory and Constitutional Rights. Nothing in this Agreement shall be construed to limit the statutory or constitutional rights of freedom of speech or freedom of assembly that would apply during the Convention, and any provision contrary to those rights shall be null and void.

Section 11.15 Counterparts. This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument. For purposes of executing this Agreement, a document signed and transmitted by facsimile or electronic mail attaching a PDF or similar file shall be treated as an original document, the signature of any Party thereon shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, each Party has caused this Agreement to be signed in its name by its duly authorized officer, all as of the Effective Date.

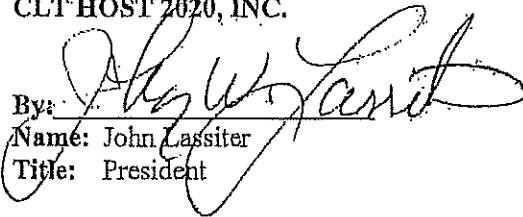
REPUBLICAN NATIONAL COMMITTEE

By:   
Name: Ronna McDaniel  
Title: Chairwoman

*[Signatures Continue on Next Page]*

IN WITNESS WHEREOF, each Party has caused this Agreement to be signed in its name by its duly authorized officer, all as of the Effective Date.

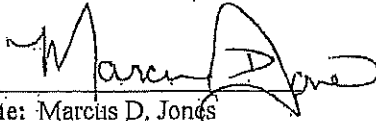
CLTHOST 2020, INC.

By:   
Name: John Lassiter  
Title: President

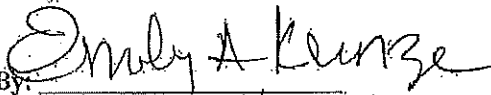
*[Signatures Continue on Next Page]*

IN WITNESS WHEREOF, each Party has caused this Agreement to be signed in its name by its duly authorized officer, all as of the Effective Date.

CITY OF CHARLOTTE

By:   
Name: Marcus D. Jones  
Title: City Manager

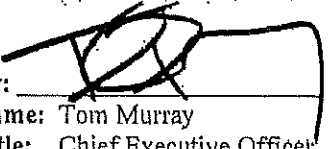
ATTEST:

By:   
Name: EMILY A. KUNZE  
Title: DEPUTY City Clerk for the City of Charlotte

[Signatures Continue on Next Page]

IN WITNESS WHEREOF, each Party has caused this Agreement to be signed in its name by its duly authorized officer, all as of the Effective Date.

CHARLOTTE REGIONAL VISITORS AUTHORITY

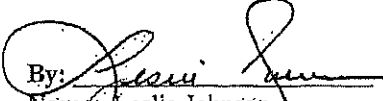
By:   
Name: Tom Murray  
Title: Chief Executive Officer

*[Signatures Continue on Next Page]*




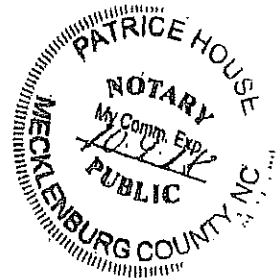
IN WITNESS WHEREOF, each Party has caused this Agreement to be signed in its name by its duly authorized officer, all as of the Effective Date.

COUNTY OF MECKLENBURG, NORTH CAROLINA

By:   
Name: Leslie Johnson  
Title: Acting County Manager

ATTEST:

By:   
Name: Patrice House  
Title: Notary



## EXHIBIT A

The Host Committee will accomplish the following tasks and achieve the following objectives:

(1) Prepare a budget for the Convention (the "Budget"), which such budget shall include the Host Committee's best estimate of the reasonable costs of the Host Committee's carrying out of its obligations under this Agreement. The Budget shall include certain budget categories and line items deemed "Transferable" and others deemed "Non Transferable." Transferable budget items shall be those which the RNC shall have the right, in its sole discretion, to cause the Host Committee to transfer freely among Transferable budget categories or line items. Non Transferable shall be budget items which the RNC shall not have the right to cause the Host Committee to transfer freely among Transferable budget categories or line items. Priority of fundraising objectives as between Transferable and Non Transferable budget items, schedules and timeframes, treatment of in kind donations, bank accounts, and other financial matters will be fully addressed in the Budget.

(2) In conjunction with the RNC, the City and the County, develop appropriate loss prevention and other security plans for a safe and secure Convention. In that respect, the RNC and the Host Committee recognize the importance of protecting the First Amendment free speech and assembly rights of all citizens, and in that spirit will work to develop plans that allow for all citizens to be able to use their rights in a safe and secure environment in connection with the Convention.

(3) As requested by the RNC from time to time, secure all necessary venues for hosting the Convention, including securing the agreement of the Hornets, the Convention Arena, the Charlotte Convention Center, the NASCAR Hall of Fame, the Charlotte Transit Center, Charlotte Motor Speedway, and such adjacent and nearby areas and activities, including parking lots, for the exclusive use of the RNC and the Convention.

(4) Secure written agreements with hotels in Charlotte, North Carolina and surrounding areas for the benefit of and allocation to the RNC during the Convention.

(5) Secure appropriate office space for the exclusive use of the RNC, inclusive of all required supplies, equipment, phone, and internet services customary for an office, for such personnel as the RNC may request.

(6) Secure the Charlotte Convention Center for use as all or part of the News Media Work Space. This secured space will include space for credentialing, media access, special and exclusive venue usage and such other usages as the RNC may request.

(7) Establish a protocol for hiring and retention of contractors, labor, service providers (including, but not limited to, the construction and modification of furnishings and fixtures at the Convention Arena and the Charlotte Convention Center), and such other services as shall be necessary to host the Convention. In that respect, the Host Committee and the RNC recognize and agree that usage of local area labor and businesses, and of minority, women-owned and historically underutilized businesses, is of critical importance, and shall take such into account in the Host Committee's hiring, retention and contracting practices in connection with the Convention.

(8) Provide or secure appropriate lighting, sound system/acoustics, electricity, HVAC, water, bus, cars and other transportation, toilets, janitorial services, trash collection, medical services, security, parking, IT and related technology, facilities management, signage and such other services, furnishings and related goods and services as the RNC shall request in order to host the Convention.

(9) Provide delegate experience packages and retain volunteers and other staff for the use of the RNC as the RNC shall designate from time to time.

## EXHIBIT B

### HOST COMMITTEE INSURANCE REQUIREMENTS

(1) The Host Committee shall, in accordance with Section 10.5 of the Agreement, obtain and maintain, at the Host Committee's cost, insurance not less favorable in amount and scope to that shown as follows:

(a) Commercial general liability insurance with a combined single limit for bodily injury, personal injury and property damage in the amount of at least ten million dollars (\$10,000,000) per occurrence; provided, however, the RNC, the Host Committee, the City's Insurance and Risk Manager and the County may by mutual written agreement decrease the amount of primary coverage required under this Section 1(a) by increasing the excess umbrella coverage required under Section 1(m) of this Exhibit B by the amount of the reduction in primary coverage. The commercial general liability insurance policy shall cover all risks usually covered by such policies, including coverage for the following: (i) death; (ii) personal injury liability, including assault and battery, false arrest, false detention or imprisonment, emotional distress (if such cover is reasonably available), fire damage legal liability, malicious prosecution, libel, slander, infringement of intellectual property rights, defamation or violation of rights of privacy, wrongful entry and eviction or other invasion of rights or private occupancy; (iii) incidental medical malpractice liability; (iv) independent contractors; (v) products and completed operations liability; (vi) premises medical payments liability; and (vii) host liquor liability; provided, however, such policy may provide for appropriate exclusions for acts of terrorism and other exclusions related to terrorism as mutually agreed between the Host Committee and the RNC; provided, further, the Insured Parties may agree to exclude coverage for intellectual property rights if it is not feasible to obtain such coverage.

(b) Real and personal property insurance with replacement cost coverage written on a standard all-risk basis with limits sufficient to cover the full value of all property listed or described in any schedule provided by the Insured Parties and located in the Metropolitan Area, written on a per-occurrence basis, for any damage to real or personal property, fixtures, appliances and furnishings located in the Metropolitan Area and owned by the any of the Insured Parties or for which such Party is legally liable, and to be used in connection with the Convention, including coverage for the following: (i) papers and records insurance covering the loss of or damage to papers, pamphlets, records, and magnetic and electronic storage media; (ii) office contents

insurance covering both rental and owned office equipment; and (iii) business interruption coverage. In no case shall the per-occurrence limit be less than one million dollars (\$1,000,000) without the express written approval of the RNC.

(c) Commercial automobile liability insurance covering owned, non-owned and hired automobiles, with per-occurrence coverage of not less than five million dollars (\$5,000,000) for bodily injury and not less than one million dollars (\$1,000,000) property damage expressly applicable to all motor vehicles not owned by the Insured Parties; provided, however, the RNC, the Host Committee, the City's Insurance and Risk Manager and the County may by mutual written agreement decrease the amount of primary coverage required under this Section 1(c) by increasing the excess umbrella coverage required under Section 1(m) of this Exhibit B by the amount of the reduction in primary coverage.

(d) Money and securities insurance covering all cash, checks, financial instruments and other negotiable instruments in or on the Convention Facilities against all loss, including burglary and robbery, with per-occurrence limits of not less than one hundred thousand dollars (\$100,000) for each loss.

(e) Accidental death and dismemberment insurance providing coverage in addition to any coverage supplied by the accidental medical payment insurance above, covering all attendees in an amount no less than one hundred thousand dollars (\$100,000) per occurrence.

(f) Directors' and officers' liability insurance expressly covering all directors and officers of the Host Committee and the RNC and its affiliates (including the Republican Party), together with their respective directors, officers, employees, agents, attorneys, volunteers, consultants and consulting staff (collectively, the "RNC Indemnitees") written on a claims-made basis, if available, in the amount of one million dollars (\$1,000,000) per occurrence.

(g) Workers Compensation insurance coverage for all employees of the Host Committee to comply with the laws of the State of North Carolina and Employers Liability with a limit of not less than one million dollars (\$1,000,000).

(h) Workers Compensation insurance coverage for all employees of the City, the CRVA, the County and other public entities (including, without limitation, law enforcement personnel from other public agencies) who provide services relating to the Convention during the Convention Period.

(i) Voluntary worker's compensation insurance for all voluntary workers of the Insured Parties working on Convention-related services, with limits equal to or greater than the maximum awards under the State of North Carolina worker's compensation law.

(j) To the extent not paid for through the Security Grant, police professional law enforcement legal liability insurance covering police, fire, rescue and safety personnel providing services in connection with the Convention and with a governmental immunity endorsement (with the City being the primary insured on this policy).

(k) Network Liability (privacy) insurance in an amount of not less than five million dollars (\$5,000,000) per claim to cover claims and losses with respect to network risks (e.g., data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.), and intellectual property infringement (excluding patent and trade secret infringement), such as copyrights, trademarks, service marks and trade dress, including civil, regulatory and statutory damages (to the extent insurable by law) as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information.

(l) Employment Practices Liability in an amount no less than one million dollars (\$1,000,000) that shall also cover third-party claims. The policy shall run from the contract term and extend one (1) year beyond the end of the Convention.

(m) Umbrella or excess liability insurance with a two hundred fifty million dollar (\$250,000,000) combined single limit for bodily injury and property damage following the form of the underlying primary commercial general liability policy.

(n) Coverage insuring the City-owned facilities against risks associated with construction, restoration, the Convention and the other activities of the City, the Host Committee and RNC in the such City-owned facilities conducted pursuant thereto.

(2) The Insured Parties will evaluate the need for other types of insurance relating to the Convention, including without limitation insurance covering terrorism, and the Host Committee will purchase such insurance if the Insured Parties mutually agree that it is needed and feasible to obtain.

(3) Host Committee shall require that all contractors provide a certificate of insurance naming the RNC and other RNC Indemnitees as additional insureds, evidencing the following coverage with respect to all contemplated operations of such contractor and any subcontractors thereof, in such amounts as the

RNC and the Host Committee shall agree from time to time, so as to avoid creating a barrier for small businesses to perform work relating to the Convention:

(a) Commercial general liability insurance, primary and umbrella, with coverage extensions that may include: (i) owners and independent contractors protective liability; (ii) premises operations liability; (iii) products and completed operations liability; (iv) premises medical payments liability; (v) personal injury liability; (vi) incidental medical malpractice liability and (vii) contractual liability.

(b) If any such contractor is to undertake any major construction, improvements or betterments, all-risk blanket builder's floater policy (builder's risk policy), covering, if applicable, materials, equipment and fixtures at 100% of replacement value.

(c) Worker's Compensation and Disability Coverage maintained with respect to employees of contractors and their subcontractors equal to or greater than the limits required under applicable state law.

(d) Comprehensive commercial automobile liability insurance covering owned, non-owned and hired automobiles.

(e) For any contractor providing architectural, engineering, medical, legal or other services of a professional nature, professional errors and omissions coverage.

(f) Umbrella or excess liability insurance for bodily injury and property damage following the form of the underlying primary commercial general liability policy.

The RNC may modify or waive specific coverages, or require additional specific coverages, for particular contractors depending on the circumstances.

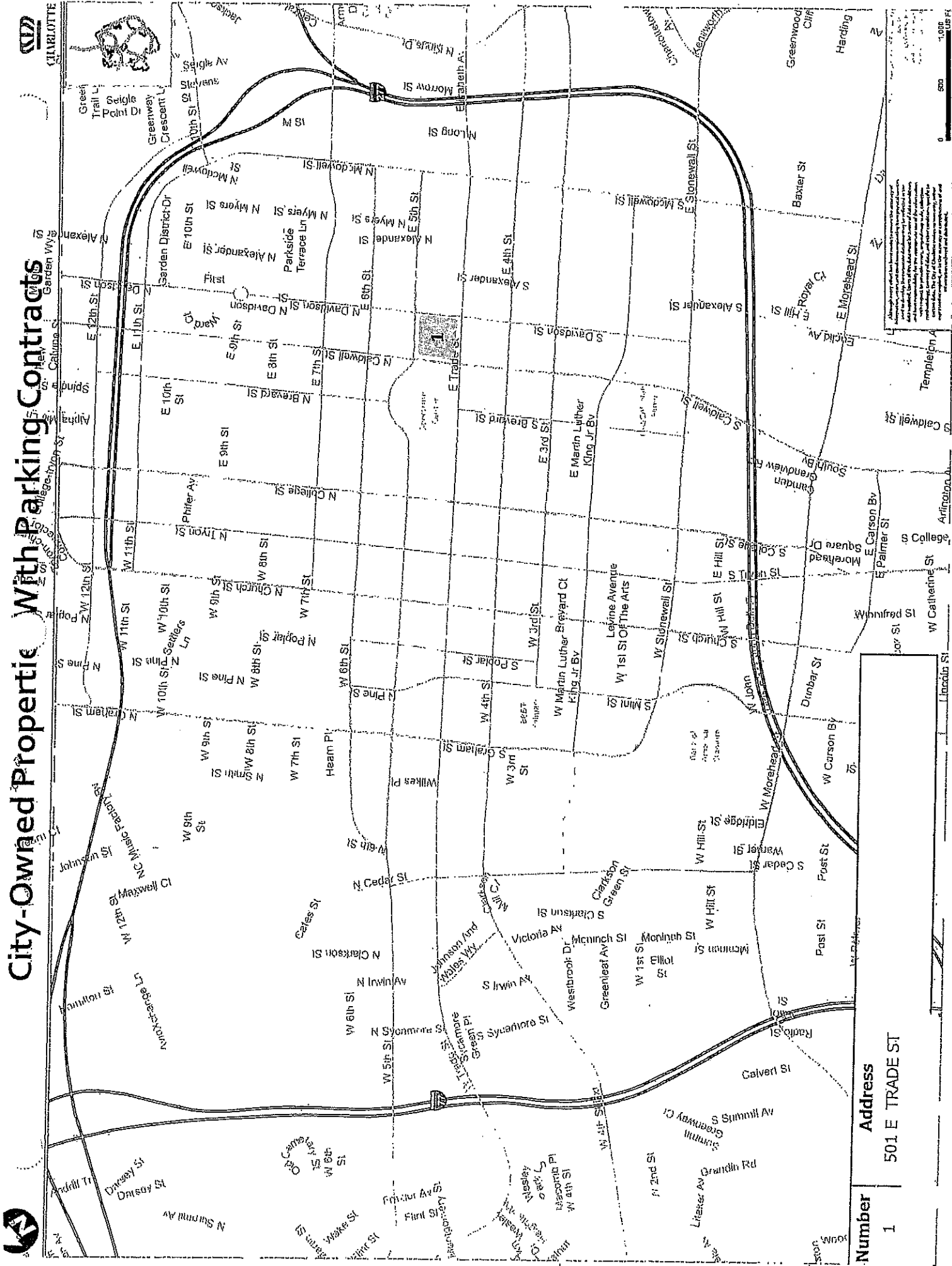
EXHIBIT C

PARKING LOT LICENSED BY THE CITY

[See attached.]



# City-Owned Properties With Parking Contracts



Number	Address
1	501 E TRADE ST

All information on this map is derived from the most current available data. The City of Charlotte is not responsible for any errors or omissions on this map. The City of Charlotte is not responsible for any damages, including consequential damages, arising from the use of this map. The City of Charlotte is not responsible for any actions taken based on the information provided on this map.

EXHIBIT D

PARKS AND PARKING LOTS LICENSED BY THE COUNTY

Parks:

1. Frazier Park
2. Marshall Park
3. Romare Bearden Park
4. First Ward Park

Parking Lots:

1. Ray's Splash Planet -- surface parking
2. Mecklenburg County Aquatic Center -- surface parking
3. 4th Street Parking Deck -- deck and surface parking
4. Old CMS -- surface parking
5. Hal Marshall Building -- surface parking
6. HM Annex -- surface parking
7. BWP -- surface parking
8. 4th and Graham -- surface parking
9. North Meyers lot -- surface parking