

**Administration Services Agreement
By And Between
Jackson County TDA
&
Buncombe County**

THIS AGREEMENT effective the 14th day of September 2021, by and between the Jackson County TDA, NC, 116 Central Street, Sylva, NC 28779 (herein after called the County) and Buncombe County, 200 College St, Asheville, NC 28801 (herein after called “Buncombe”). It is hereby witnessed that:

WHEREAS, the County desires to enter into an agreement with Buncombe and Buncombe with the County for Buncombe to provide certain administration services AND the County to perform certain administration services related to the implementation and continued support of the NC Department of Agriculture & Consumer Services Visit NC Farms App as described in Section I. which is referenced herein, and/or as mutually agreed upon by the County and Buncombe in writing.

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES PROVIDED BY BUNCOMBE

The scope of services necessary to timely, professionally & substantially provide the County the coordination of activities involved in the development of and performance that will include, but not be limited to, the following:

- To serve as the awardee, administrator and fiscal agent for a \$4,500 grant award from the NC Department of Agriculture & Consumer Services to launch the Visit NC Farms App as described in Contract # 19-060-4017 on behalf of a project partnership in the Counties of Henderson, Haywood, Madison, Jackson, Swain and Mitchell.
- Serve as a project coordinator for County and the other aforementioned counties which includes but is not limited to setting up team meetings by and between partners and/or others to help implement and maintain the project during the contract period, provide a physical or virtual site(s) for meetings, serve as a liaison between and for County and State on efforts related to this project, and help coordinate regional marketing efforts supporting the project.
- When possible, attend monthly meetings with the Visit NC Farms App team to keep up-to-date on new app features, troubleshoot issues with the App team and other county administrators, and provide feedback to guide App team priorities.

- After the fulfillment of the grant obligations to the State of NC as detailed in Attachment A and the launch of the app with listed County assets, Buncombe will continue to serve as a fiscal pass-through agent for monthly maintenance fees and any additional agreed upon marketing/promotional materials that will be invoiced by the app company, Yellow Dog Creative, LLC directly to the county as described in **Section IV. Compensation & Fee Schedule Below.**

II. SCOPE OF SERVICES PROVIDED BY THE COUNTY

The scope of services necessary to timely, professionally & substantially provide the coordination of activities involved in the development of and performance that will include, but not be limited to, the following:

- Ensure that the County has dedicated a mobile application administrator and communication specialist.
- Coordinate within the county to assemble a comprehensive list of farm destinations, rural assets, and other agriculture-based experiences connected to the county, including farm to table restaurants, farmers markets, special events, etc.
- Using the administrative back-end of the mobile app website, manage asset data and ensure content is accurate, clear, and presentable.
- Establish a working relationship with assets and encourage asset owners to notify of any changes, questions, or updates regarding their app listing.
- Using the admin portal communication tools or preferred outreach methods, contact assets approximately once monthly to collect app listing updates, potential push notification content, and asset feedback.
- Compile and distribute promotional content for mobile app push notifications (seasonal changes for u-pick operations, special events, promotions, etc.).
- Serve as liaison to the community's agricultural stakeholders and residents to communicate the purpose and function of the Visit NC Farms Mobile App
- Continue outreach efforts to agriculture-based assets to maximize asset participation in the mobile app, ongoing.
- Identify and create marketing opportunities to increase community awareness of the mobile app and encourage usage by residents and tourists alike.
- Manage the distribution of mobile app deliverables to help promote the tool in the community and identify new ways to raise mobile app awareness, ongoing. (Banners, posters, buttons, clings, etc.)

- When possible, attend monthly meetings with the Visit NC Farms App team to keep up-to-date on new app features, troubleshoot issues with the App team and other county administrators, and provide feedback to guide App team priorities.
- Monitor analytics/usage to measure app results and adjust strategy to maximize the mobile app marketing effort for the community’s agriculture-based assets.

III. TIME OF PERFORMANCE

The services outlined herein shall begin July, 2021 and continue through a Closeout Date of June 30, 2022. The services are subject to being extended by written agreement of the parties. If unforeseen circumstances arise that prevent project completion by said Closeout Date, this agreement may be amended to reduce or extend the timeframe of the agreement provided Buncombe and the County so agree in writing. Should either party fail to substantially perform its obligations in accordance with this agreement, the other party may notify the defaulting party of such default in writing. Such notice shall describe the default and must provide not less than fifteen (15) days to cure the default. If such default is not cured within said time as specified in the notice or agreed to by the parties, the party that gave notice of default may terminate this agreement upon not less than fifteen (15) days advance written notice.

IV. COMPENSATION & FEE SCHEDULE

Compensation for the grant funded services as outlined in Section I. SCOPE OF SERVICES PROVIDED BY BUNCOMBE shall be made payable to Buncombe by the State of North Carolina.

After the launch of the app and expenditure of the grant from the State of NC as described in Attachment A, compensation for the monthly app maintenance fees billed to Buncombe by Yellow Dog Creative, LLC shall be for actuals invoiced and, unless otherwise amended and agreed to in writing, shall be based on the following schedule for the partners in this project.

The Fee Schedule applicable to this contract is as follows:

Partners	Assets Allotted	Annual Cost
Henderson County	50	\$1,500
Haywood County	50	\$1,500
Madison County	50	\$1,500
Jackson County	50	\$1,500
Mitchel County	50	\$1,500

After the initial \$500 in marketing materials purchased under the grant from the State of NC as described in Attachment A, County will pay Yellow Dog Creative, LLC directly for any additional agreed upon marketing materials requested by County or any other agreed upon company providing marketing, printing, and/or project related promotional materials. Compensation shall be for actuals invoiced to the county by the company. Any changes in compensation require a mutually agreed written amendment.

V. METHOD OF PAYMENT

Payment requests for project maintenance, marketing, and any other agreed upon services herein not reimbursed by the grant awarded by the State to the county will be invoiced no more than monthly on a cost reimbursement basis and payment is due within 30 days of the date of the invoice.

VI. PRIMARY CONTACTS

Primary Contacts for the coordination of work under this contract shall be Regional Planner, Ariel Zipp on behalf of the Buncombe and Nick Breedlove on behalf of the Jackson County TDA.

VII. LIABILITY

To the extent allowed by North Carolina law, County, agrees to protect, defend, and indemnify Buncombe and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof and caused by the negligence of County. County further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at County's sole expense and agree to bear all other costs and expenses related thereto, even if (claims, etc.) groundless, false or fraudulent.

Likewise, to the extent allowed by North Carolina law. Buncombe, agrees to protect, defend, and indemnify the County and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof and caused by the

negligence of Buncombe. Buncombe further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at Buncombe's sole expense and agree to bear all other costs and expenses related thereto, even if (claims, etc.) groundless, false or fraudulent.

VIII. CONTRACT MODIFICATION

Contract may be modified at any time upon mutual agreement of both parties. Such modification must be attached to this original and be properly executed.

IN WITNESS WHEREOF, the County and Buncombe have executed this Agreement in duplicate of the date first above written.

Jackson County, NC

ATTEST:

**Robert Jumper, Chair
Jackson County TDA**

**Nick Breedlove, Executive Director
Jackson County TDA**

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

County Fiscal Agent (Print Name), _____

(Signature) _____

BUNCOMBE COUNTY

ATTEST:

**Ariel Zijp, Farmland Preservation Program
Manager**

**Jennifer Harrison, Agriculture and Land Resources
Director**