HAYWOOD COUNTY
BOARD OF COMMISSIONERS

AGENDA REQUEST

Must be presented to the County Manager's Office
NO LATER THAN 5 P.M. FRIDAY 10 DAYS BEFORE THE MEETING

DATE OF REQUEST: May 25, 2016

FROM: Blue Ridge National Heritage Area Partnership

MEETING DATE REQUESTED: June 6, 2016
Regular meetings: First (1st) Monday of the month at 9:00 am
Third (3rd) Monday of the month at 5:30 pm

SUBJECT: Blue Ridge Heritage Trail interpretive signage program

REQUEST: Approval of Contract for Additional Marketing work
(What action are you seeking?) Contract approval

BACKGROUND: This agreement provides project management to develop and implement a marketing campaign for the project including social media marketing of the project, search engine optimization of the Blue Ridge Heritage Trail website, and management of distribution of BRHT brochures. NC DOT has approved expenditure of grant funds for this purpose. This is the final contract for this project.

IMPLENTATION PLAN: Following approval of this contract, work will begin immediately on these three aspects to market this program.

FINANCIAL IMPACT STATEMENT:

Total of contract is $15,000. 80 percent of the funding is from a Federal Highways Grant, and 20 percent from the Blue Ridge National Heritage Area, Inc. through partner matches.

SUPPORTING ATTACHMENTS: YES _ X NO _____ HOW MANY? _2_
LIST: Proposed Contract, Blue Ridge Heritage Area Attachment A General Provisions

PowerPoint Presentation: YES _____ NO _x_
PERSON MAKING PRESENTATION AT MEETING: Angie Chandler
TITLE Executive Director, BRNHA
PHONE NUMBER: 828-298-5330, Ext. 307
E-MAIL: angie@blueridgeheritage.com

THIS SECTION FOR OFFICE USE ONLY

Received (Date/Time): _____

County Manager / Clerk to the Board Comments: _____
BACKGROUND: This agreement provides project management to develop and implement a marketing campaign for the project including social media marketing of the project, search engine optimization of the Blue Ridge Heritage Trail website, and management of distribution of

Attachment A

GENERAL CONTRACT PROVISIONS

1. Deliverables: The Contractor will provide all reports in a digital format that is compatible with Microsoft Office products or in Adobe PDF format. If technical products, such as engineering drawings and network plans, are unavailable in a Microsoft Office format, the contractor will notify the Blue Ridge National Heritage Area of this fact upon acceptance of this Agreement and provide a list of compatible software.

2. Contractor Responsibilities:

    a. The Contractor will immediately notify the Blue Ridge National Heritage Area of any change in the status or qualification of any subcontractor, conditions, applicable law, or any other event, which may significantly affect their ability to perform the Project.

    b. The Contractor has no ability to bind Haywood County or the Blue Ridge National Heritage Area ("BRNHA") to any agreement for payment of goods or services, except as may be expressly authorized by BRNHA in writing. The Contractor is responsible for payment of all its expenses, including rent, office expenses, and all forms of employee compensation. The Contractor will provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement.

    c. The Contractor will provide notice of any work stoppage, liens, or claims against it that cause, or may cause, delays in the work schedules of the Project. Work stoppage include stop work orders arising under contract or legal process, or any other action delaying work in progress on the project.

3. Payment: Contractor will be paid within 30 days of submitting an invoice for services rendered as provided for in section 3 of the preceding Contract.

4. Record Retention and Access: The Contractor will retain all financial records, supporting documents, and all other pertinent records related to the Project for a period of four (4) years from the Termination Date. Haywood County, the Blue Ridge National Heritage Area, the National Park Service, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Project for the purpose of making audits, examinations, excerpts, and transcriptions.

5. Termination of Agreement:

    a. If the Contractor fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, or violates any of the covenants or stipulations of this Agreement, the Blue Ridge National Heritage Area will have the right to terminate this Agreement by giving written notice to the contractor of such termination and by specifying the effective date of termination. In such event, Haywood County and the Blue Ridge National Heritage Area will have no responsibility to make additional payments under this Agreement after the Termination Date. No further expenditures will be made under this Agreement except for work that was already approved by the Blue Ridge National Heritage Area and performed prior to the Termination Date.

    b. In the event that funds for this Project become unavailable, the Blue Ridge National Heritage Area may terminate this Agreement upon fifteen (15) days written notice to the Contractor. All obligations of the Blue Ridge National Heritage Area to make payments under this Agreement will cease as of the Termination Date.

6. Hold Harmless/Indemnity: BRNHA and Haywood County agree to indemnify and hold harmless Contractor for any and all claims, damages, causes of action or losses of any kind, including reasonable attorney's fees, arising out of or relating to the design, engineering, construction, fabrication, delivery, or installation of the project components referred to in the preceding Contract. Other than the limited agreement to indemnify provided above and its obligations to Contractor under the preceding Contract, Contractor acknowledges that Haywood County and the Blue Ridge National Heritage Area assume no liability with respect to accidents, bodily injury, illness, breach of contract, or any other damages, claims, or losses CONTRACTOR MAY INCUR arising out of any activities undertaken by the Contractor under this Agreement; Contractor MAY obtain insurance to protect it from any such claims.

7. Entire Agreement: This Agreement supersedes all prior agreements between Haywood County, the Blue Ridge National Heritage Area, and the Contractor, expresses the entire understanding of the parties with respect to the transactions contemplated herein, and will not be amended, modified, or altered except pursuant to a written statement signed by Haywood County, the Blue Ridge National Heritage Area, and the Contractor.

8. Warranties: The Contractor warrants that there are no actions, suits, proceedings, or investigations at law or in equity or before any court, public board or body pending, or to the Contractor's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or the Contractor's ability to discharge its obligations under this Agreement.

9. Excusable Delays: No party will be liable for any failure or delay in performing any of its obligations under this Agreement, that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes, and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control.

The Contractor will notify the Blue Ridge National Heritage Area promptly of any factor, occurrence, or event that comes to its attention that may affect or delay the Contractor's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party will be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

10. Dispute Resolution: The parties agree that it is in their mutual interest to resolve disputes informally. The Parties will negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each will proceed diligently to perform their respective duties and responsibilities under this Contract.

11. Nondiscrimination: The Contractor agrees not to discriminate by reason of age, race, religion, color, sex, national origin, sexual orientation, or disabilities related to the activities of this Agreement. The Contractor agrees to comply with the following federal regulations: Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor;" Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. §794); and the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §6101 et seq.).

12. Rights to Inventions: The terms of 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" govern the rights of the Contractor to patentable or otherwise protectable inventions or discoveries made under this Agreement.

13. Compliance with Laws: The Contractor will observe and comply with all laws, ordinances, and regulation of the state, federal, and local governments that may in any manner affect the performance of the Agreement. BRNHA agrees to assist Contractor in ensuring compliance with the nondiscrimination requirements provided for in paragraph 12 above, and other legal obligations associated with the work and services provided for in the preceding Contract.

CONTRACT FOR SEO, SOCIAL MEDIA, & BROCHURE DISTRIBUTION PROJECT MANAGER

HAYWOOD COUNTY and the BLUE RIDGE NATIONAL HERITAGE AREA, INC.

and

JB MEDIA GROUP, LLC

AGREEMENT

This agreement is made and entered into this _____ day of_____, 2016, between **HAYWOOD COUNTY, NORTH CAROLINA** (hereinafter referred to as "Haywood County") and the **BLUE RIDGE NATIONAL HERITAGE AREA, INC.,** a 501(c)3 non-profit corporation (hereinafter referred to as "BRNHA") and **JB MEDIA GROUP, LLC** (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, Haywood County is the recipient of a Transportation Enhancement Grant under Section 1201 of the Transportation Equity Act for the 21st Century (TEA-21) for a signage project entitled the "Blue Ridge National Heritage Area Trails Project," and the Blue Ridge National Heritage Area is the Project Manager for said project; and

WHEREAS, said project will be funded by the North Carolina Department of Transportation under Project E-4975; and

WHEREAS, the North Carolina Department of Transportation and Haywood County have entered into an Enhancement Agreement which sets out the responsibilities of each party with regard to the Blue Ridge National Heritage Area Trails Project; and

WHEREAS, BRNHA, as Project Manager, desires to retain a firm to manage the social media marketing, website search engine optimization (SEO), and brochure distribution for the Project, and JB Media Group, LLC has agreed to provide such professional services as hereinafter set out:

NOW, THEREFORE, the parties hereto make the following Agreement.

1. The responsibilities of Haywood County and BRNHA under this Agreement shall be as follows:
   a) To provide the Contractor with oversight and guidance regarding the implementation of the social media marketing, website search engine optimization (SEO), and brochure distribution for the Project; and
   b) To promptly pay the Contractor's invoices for work performed under this Agreement.

2. The responsibilities of the Contractor under this Agreement shall be as follows:

a) General scope of work: The Contractor will manage and oversee its staff and subcontractors to implement social media marketing, website SEO, and brochure distribution for the Project.

b) The scope of contracted services will include:
   1) Creation of a social media plan and initial implementation
   2) Implementation of a Search Engine Optimization campaign for the www.blueridgeheritagetrail.com website
   3) Distribution of the Blue Ridge Heritage Trail visitor brochure through professional distribution companies

c) Specific duties shall include:
   1) Keyword research for the main search phrase for all 70 signage locations
   2) Create a strategy to optimize location listings with the greatest opportunities identified from the keyword research
   3) Execute the SEO strategy including optimizing 6-10 location listings with the greatest opportunity for impact, optimize metadata for another 30 attractions, and complete optimization updates for the home page
   4) Develop a plan for new social media accounts on four platforms—Facebook, Twitter, Instagram and Pinterest—to promote exposure and engagement with relevant audiences
   5) Begin implementation of the social media plan—set up accounts, begin posting basic content to accounts on a weekly basis as time allows in the contract
   6) Deliver the social media plan in both written and presentation form
   7) Provide a training session with BRNHA staff to complete the plan implementation and manage daily social media interactions
   8) Subcontract with two brochure distribution vendors
   9) Coordinate distribution of brochures with selected vendors

d) The project is defined and will be performed as described in Contractor's proposal dated May 13, 2016. Any changes to the scope of work must be agreed upon in writing between the Project Manager and the Contractor and must stay within the established budget.

e) The Contractor shall report directly to Angie Chandler. The Project team will include the BRNHA Executive Director, BRNHA Senior Director of Programs, and the BRNHA Director of Marketing and Communications.

3) The Contractor shall be compensated for work performed under this Agreement as follows:
   a) Invoices will be paid Net 30 days.
   b) Contractor will invoice in three installments: $5,000 at the start of the project; $5,000 at the midpoint of the project (7/15/16); and $5,000 upon completion and submission of all project deliverables.
   c) The project must be completed successfully with the above specified deliverables at total project cost not to exceed $15,000.

4) General contract clauses attached hereto as Attachment A are incorporated into this Agreement by reference. JB Media Group, LLC is referred to as "Contractor" in Attachment A.

5) The agreement shall take effect upon the date set out above and expire on 8/31/2016.

6) The parties agree that this Agreement shall be supplemented by further written agreements as may be necessary to carry out the intent of the parties.

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above set out.

ATTEST:

BY: _____
TITLE: _____

HAYWOOD COUNTY

BY: _____
TITLE: _____

215 N. Main Street
Waynesville, NC 28786

ATTEST:

BY: _____
TITLE: _____

BLUE RIDGE NATIONAL HERITAGE AREA, INC.

BY: _____
TITLE: _____

195 Hemphill Knob Road
Asheville, NC 28803

ATTEST:

BY: _____
TITLE: _____

JB Media Group, LLC

BY: _____
TITLE: _____

915 Haywood Rd Unit 101
Asheville, NC 28806