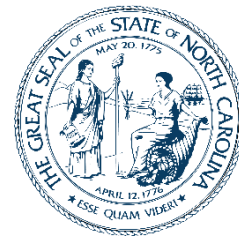


N.C. Department of Commerce
Rural Economic Development Division
NC Main Street & Rural Planning Center
Rural Planning Program



MEMORANDUM OF UNDERSTANDING
CREATING OUTDOOR RECREATION ECONOMIES (CORE) PROJECT
Town of Sylva, NC

This Memorandum of Understanding (MOU) is entered into by and between the North Carolina Department of Commerce, Rural Economic Development Division, Main Street & Rural Planning Center, Rural Planning Program (“Program”), and the Town of Sylva, NC, (“Town”), and together the “Parties,” for the purpose of setting out the terms and understandings between the Parties for the Program to provide Creating Outdoor Recreation Economies services to the Town.

WHEREAS, as part of the North Carolina Department of Commerce, the state’s lead agency for promoting economic development and prosperity, the Program provides services and assistance to add value to local community economic development efforts.

WHEREAS, through its American Rescue Plan Travel, Tourism & Outdoor Recreation program, the U.S. Economic Development Administration focused resources to accelerate the recovery of communities that rely on the travel, tourism, and outdoor recreation sectors. This included a non-competitive “State Tourism Grant” to help states quickly invest in marketing, infrastructure, workforce, and other projects to rejuvenate safe leisure, business, and international travel.

WHEREAS, as part of North Carolina’s successful request for a State Tourism Grant, the Program developed a technical assistance initiative to provide outdoor recreation economy strategic planning and asset development services to rural North Carolina communities. The initiative, Creating Outdoor Recreation Economies (“CORE”), is intended leverage the abundant outdoor recreation assets available across the state to bolster local economic vitality.

WHEREAS, the Town applied to receive CORE services and subsequently met with the Program to identify the strategic planning process, asset development and other plan implementation services, and work products that would suit the Town’s needs (“CORE Project”), including the roles and responsibilities of the Parties, the involvement of other partners, as well as the projected timeframe to complete the CORE Project.

WHEREAS, the mission of the NC Main Street & Rural Planning Center, which includes the Program, is to work in regions, counties, cities, towns, downtown districts, and designated North Carolina Main Street communities to inspire placemaking through building asset-based economic development strategies that achieve measurable results such as investment, business growth, and jobs. To further that mission, the Program may share successful “best practices” with other communities when appropriate. In this context, relevant materials produced from the project and economic outcomes may be shared with other communities, as needed.

The Program and the Town agree as follows:

1. Scope of Work

Primary Services

The primary services to be provided by the Program for the Town's CORE Project include the following:

A. Outdoor Recreation Asset Mapping – Review of existing plans, marketing materials and any listing of existing assets contributing to the outdoor recreation economy. May include some supplemental listing and schematic mapping as needed for team to gain perspective on future development. Surveys and interviews may be undertaken as well.

B. Outdoor Recreation Economy Strategic Planning – The Program will engage a local working group over an anticipated three to four month period to accomplish a Strategic Plan and also prepare the County for participation in the Building Outdoor Communities program Planning cohort to begin in April, 2023. The strategic planning process is anticipated to include items below or some other process as agreed upon by the community and Rural Planning Program.

Community Assessment

The Program will facilitate three or more assessment meeting(s) with a local work group to include, but not be limited to:

- 1) Presentation of general information about the outdoor recreation economic sector, as well as relevant outdoor recreation economy and other data.
- 2) Discussion of local outdoor recreation assets.
- 3) Presentation and discussion of results of interviews, surveys, other input gathered during the Community Assessment from the local work group, stakeholders, and the community regarding outdoor recreation and the economy.

Development of an Outdoor Recreation Economy Strategic Plan

Following the Community Assessment, the Program will work with the local work group and Town staff to develop a strategic plan focused on the local outdoor recreation economy. The Community Assessment will inform the identification and development of an outdoor recreation economy-building positioning statement/vision, strategies, goals, objectives, actions/projects, priorities and tasks that will comprise the outdoor recreation strategic plan.

C. Asset Development and Other Plan Implementation Services – Once the Outdoor Recreation Asset Mapping, if applicable, and the Outdoor Recreation Economy Strategic Planning have been completed, the Program will work with Town staff, the local work group, and other project partners, to determine the asset development and plan implementation services that may be the most beneficial for the community's outdoor recreation economy-building efforts, potential resources for acquiring such services, and the timeframe(s) within which the services should be pursued.

D. Coordination and/or Integration with the Jackson County CORE Planning Process – Jackson County is engaging in a CORE planning process with the Program concurrently with the Town's CORE Project. Parts of the process will be accomplished together but additional work will be undertaken by and with the working groups for each—Town and County—to address unique priorities and opportunities.

Town Roles and Responsibilities

- A. Local Work Group – The Town will be responsible for assembling a local work group to participate in the CORE Project. The local work group may include, but is not limited to, elected officials, municipal or county staff, local business owners/operators, representatives of civic organizations with an interest in the community, and/or active residents.
- B. Meetings – The Town will be responsible for providing or otherwise securing meeting space for the local work group and other activities related to the CORE Project. If local work group meetings and/or other CORE Project activities must be conducted virtually, using an internet-based video conferencing platform, for example, the Town will be responsible for ensuring participants are able to access and attend such meetings.
- C. Meeting Materials and Other Information – The Town will share meeting agenda, relevant maps and other images, documents, and plans electronically with the Program and all CORE Project participants.

Project Staff

Ann Bass, ARC Community Economic Development Planner for the Western Region, is the Program staff member assigned to lead the CORE Project. Other Program staff will assist with the project, as needed.

Bernadette Peters, Main Street Economic Development Director will be the Town's primary contact for the CORE Project.

Proposed Project Timeline

The CORE Project is planned to begin in February 2023 and to be completed by June 2023.

No Cost for Services

The Program will provide its CORE Project services (including Program staff time, materials, and travel costs), and final project work products at no cost to the Town, thanks to the State Tourism Grant from the U.S. Economic Development Administration.

Next Steps

The CORE Project will be scheduled to begin upon receipt by the Program of this signed MOU and a signed resolution to request Program services for the CORE Project (sample resolution attached) adopted by the Sylva Town Council.

2. Effective Term and Termination of MOU

This MOU will be effective on the date the last of the Parties executes it through December 31, 2025. This MOU is subject to modification at any time upon written amendment signed by the Parties. In the event of staff turnover, budget reductions, or other unforeseeable events, however, the Program may be compelled to place a project in an indefinite "hold" status until replacement staff resources can be secured. In rare cases, where very specialized staff skills are unable to be replaced, the project commitment may be terminated by the Program. Projects may also be reprioritized consistent with department or division policies.

3. Funding

The Program will provide its CORE Project services, including Program staff time, labor, materials, and travel costs, as well as project work products produced by the Program, at no cost to the Town, thanks to the State Tourism Grant from the U.S. Economic Development Administration.

4. Auditing

The records as they relate to this MOU shall be accessible to the North Carolina State Auditor's Office in accordance with N.C. Gen. Stat. §147-64.7 and to any other State or federal entity authorized to conduct audits with respect to activities performed pursuant to this MOU.

5. Information Sharing/Confidentiality

To facilitate necessary information sharing and cooperation in fulfilling the purpose of this MOU, the Parties agree that they will protect all confidential information provided to them by the other Party in accordance with applicable state and federal statutes. Those employees who receive confidential information will be limited by the Parties to those who need access to it for the purpose of carrying out the functions outlined in this MOU and confidential information shall not be disclosed to third parties for any purpose, except when required by law.

6. Notices

All notices given in connection with this MOU shall be in writing and, if routine, may be sent by email and, if requested, followed by first class United States mail, postage prepaid, or sent by certified mail, return receipt requested, hand delivered, or delivered by overnight courier. Notices shall be delivered to the appropriate Parties at the addresses set forth below.

PROGRAM:

Karen Smith, AICP, Rural Planning Program Manager
NC Main Street & Rural Planning Center
48 Grove Street
Asheville, NC 28801
ksmith@commerce.nc.gov

TOWN:

Paige Dowling, Town Manager
Town of Sylva
83 Allen Street
Sylva NC 28779
townmanager@townofsylva.org

7. Governing Law

This MOU is governed and construed in accordance with the laws of the State of North Carolina.

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8. Signatures

The Program and Town agree to the foregoing understandings as indicated by the signatures below of their respective authorized representatives, on duplicate originals.

**NORTH CAROLINA DEPARTMENT OF COMMERCE
RURAL ECONOMIC DEVELOPMENT DIVISION
NC MAIN STREET & RURAL PLANNING CENTER
RURAL PLANNING PROGRAM**

Karen C. Smith, AICP
Rural Planning Program Manager

Date

TOWN OF SYLVA, NC

David Nestler, Mayor
Town of Sylva, NC

Date

Please sign, date, and return one original, by email or U.S. mail, to:

Karen Smith, Rural Planning Program Manager
NC Main Street & Rural Planning Center
48 Grove Street
Asheville, NC 28801
ksmith@commerce.nc.gov

Please also send a signed copy, by email or U.S. mail, to:

Ann Bass
253 Webster Road
Sylva NC 28779
Ann.bass@commerce.nc.gov

**Resolution Requesting
Creating Outdoor Recreation Economies (CORE) Services
from the NC Main Street & Rural Planning Center, Rural Planning Program**

WHEREAS, the Town of Sylva, NC, (“Town”), Board of Commissioners believes the Town would benefit from assistance with outdoor recreation economy strategic planning and asset development; and

WHEREAS, the NC Main Street & Rural Planning Center’s Rural Planning Program (“Program”) has developed the Creating Outdoor Recreation Economies (“CORE”) initiative to provide outdoor recreation economy strategic planning and asset development services to rural communities in North Carolina; and

WHEREAS, the Town of Sylva Board of Commissioners would like the Program to provide CORE services to the Town; and

WHEREAS, the Town and Program have reached agreement on the scope of work for the Town’s CORE project, as outlined in the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Sylva Board of Commissioners hereby requests that the Program assist the Town with its CORE project and expresses its commitment to the CORE planning process and plan implementation.

Duly adopted by the Town of Sylva, NC Board of Commissioners, this ____ day of _____, 2023.

Mayor, Town of Sylva, NC

ATTEST:

Town Clerk, Town of Sylva, NC