



**2018 MEMORANDUM OF AGREEMENT
FOR CONTINUATION
IN THE MISSISSIPPI MAIN STREET ASSOCIATION
MAIN STREET PROGRAM**

This agreement is entered into and executed by the Mississippi Main Street Association (MMSA) and the City of Vicksburg and sponsoring organization Vicksburg Main Street.

This agreement is for the purpose of continued participation in the Mississippi Main Street Program. MMSA is a state coordinating program of the National Main Street Center and under contract with the Mississippi Development Authority to administer the Main Street Program and to provide technical assistance and training to selected communities. The parties agree to the following:

Section I: MMSA Agrees To:

1. Designate an MMSA team member to be the point of contact for the local program director. This team member will be available to answer questions, provide collateral materials, review and approve monthly reports and conduct basic ongoing training for the certified Main Street program.
2. Provide at least one annual Main Street Four Point Approach™ 101 training open to all program directors, local board members, local committee members and local government representatives from the Main Street communities. MMSA will provide all necessary materials related to training.
3. Provide regional training and meeting opportunities for local program directors.
4. Hold an annual Main Street directors' retreat.
5. Provide an on-site work session, as requested by the local program director, for development of goals, objectives and guidance with the local program's annual work plan.
6. MMSA will also provide guidelines, updates and other materials designed to assist in the ongoing educational process.
7. Provide quarterly regional trainings, workshops or conferences to further develop and refine the skills of the program director and local participants. (Each local program is required to send a representative to at least three of these trainings per year.) The National Main Street Conference, Back Stage Pass, and the Destination Downtown Conference both qualify as "official trainings."
8. Provide one on-site technical visit and other technical services as requested by the local program director. A technical assistance form must be filled out and sent to the Director of Field Services. At that point, the request will be put in the

queue and will be considered in the order of other pending requests. Matching funds from the local program may be required.

Technical services may include, but are not limited to: Design services (design renderings, design guidance, assistance with design guidelines or ordinances, historic preservation, tax credits, etc.), market analysis, new director training, communications & marketing assistance, retail training or assistance, festival development or evaluation, small event development or evaluation, volunteer training, budget development, economic development projects, and business recruitment, retention & expansion assistance.

9. Facilitate and promote ongoing media coverage of the Mississippi Main Street Program and its individual local programs.
10. Provide and grant each certified Main Street program use of the official MMSA Community logo and other promotional materials with the Mississippi Main Street Association branding.
11. Conduct periodic on-site evaluations of each program's progress as needed or requested by local program director.
12. Provide all member programs with regular updates on industry news, grant opportunities and information from our partner organizations.
13. Provide legislative education and advocacy for our member programs on the local, state and national level.
14. Approve and monitor requested data from monthly reports submitted by local program in a timely manner.
15. Provide an Annual Awards application where the local program may submit nominations and be judged by an impartial jury of professionals with the opportunity of winning and being recognized at the Annual Awards Luncheon in June.

Section II: The Community Agrees To: (please initial each item)

- ____ 1. Continue to employ a Director/Program Coordinator who will be responsible for the day-to-day administration of the Main Street Program.
- ____ 2. Expend funds and in-kind services for maintaining an office with the necessary travel and operating budget for the local director to attend meetings, state trainings and other events as needed.
- ____ 4. Continue to implement the Four Point Approach™ methodology recommended by the National Main Street Center and the Mississippi Main Street Association, including development of an annual written Work Plan for the local Main Street Program and the establishment of a strong, broad-based organizational system to include projects (with a designated chairperson and task team) with transformational strategies in organization, promotion, design and economic vitality.
- ____ 5. File all applicable IRS forms in accordance with state and federal taxation laws. Programs may be required to register as a Mississippi charitable organization with the Mississippi Secretary of State's office.
- ____ 6. Provide information and reporting for monitoring the progress of the Main Street Program, submit regular monthly reports using online report generator provided by MMSA, and provide other information requested by MMSA on or before the identified deadlines.
- ____ 7. Send the local program director (or *another representative) to three MMSA trainings per year. The community shall be responsible for the director's travel costs and expenses associated with these meetings. *If the director cannot

attend, another program representative should attend to represent the community.

Important: MMSA allows for training substitutions when necessary. The approved substitutions for a missed training are: MEDC Annual Meeting or MEDC Winter Conference, MHT Annual Meeting, MDAH Preservation Boot Camp and the National Main Street Conference. It is the director's responsibility to email confirmation to MMSA that an approved substitute training was attended.

____ 8. Fill out the MMSA technical assistance form when requesting a service. The Director of Field Services will take into consideration: If the local Main Street program is certified and in good standing with the current MOA, if necessary funds are available or whether a match from the local program is required, and consider when the request arrives in consideration of prior requests from other local programs.

____ 9. Maintain an active membership and current fee-paid status in the Mississippi Main Street Association, participating at the Main Street Program membership level.

____ 10. Make best effort to include the MMSA logo on printed and electronic materials (website, newsletters, Facebook, etc.).

____ 11. Be a Network Member, in good standing, of the National Main Street Center.

____ 12. Maintain broad-based public and private sector community support for the local program.

____ 13. Provide the MMSA Director of Training & Information Services news of your local program's endeavors, accomplishments and events in order that MMSA may promote them in all of our mediums.

Section III: MMSA and The Community jointly agree that:

1. The term of this agreement shall be for one calendar year, beginning on January 1, 2018 and ending on December 31, 2018. It may be extended or revised by both parties.

2. If funds anticipated for continued fulfillment are, at any time, not forthcoming or insufficient for continuation of the contractual agreement, then either party shall have the right to amend or terminate this agreement without penalty by giving not less than sixty (60) days written notice to the other party.

3. Should a local Main Street program fail to comply with the provisions of this annual Memorandum of Agreement (MOA), the Main Street State Board of Directors may choose to have the Executive Director send that program a written initial warning. At that time the local program will be placed on probationary status and ineligible for any services from MMSA until the program is compliant. The probation period will be extended for up to one year.

4. Should a program find itself on probation, MMSA will help the community draft a plan to regain their certification as a designated Main Street community, if the community so desires. If the local program fails to comply with the provisions of the annual MOA within the one-year probation period, the program will be de-certified from MMSA with an official letter on behalf of the MMSA Board. At that point, the community would have to start a new application process if they wish to rejoin the association.

5. They shall jointly hold each other harmless for any activities of the other including but not limited to general liability, automobile liability, worker's compensation and employer's liability.

Witness whereof, the parties have executed this agreement.

By:  _____
MAYOR or LOCAL BOARD PRESIDENT/CHAIRPERSON COMMUNITY

Name (printed): George Flaggs, Jr.

Vicksburg Main Street Date signed: January 29, 2018
SPONSORING ORGANIZATION

BY: _____ Date: _____
Allison Beasley, MMSA Board President

Required Attachments and Enclosures

The following documents must be attached to this signed and completed Memorandum of Agreement and submitted to MMSA by the January 31, 2018 deadline:

- _____ 1. Payment of 2018 MMSA dues. The invoice was mailed to the program Director on record.
- _____ 2. A copy of the community's current Main Street Program Budget
- _____ 3. A copy of the community's Program of Work for 2018
- _____ 4. A complete list of local board members, including names and email addresses
- _____ 5. A copy of the downtown district boundary map (if there have been any changes since the previous year)