



MISSISSIPPI MAIN STREET ASSOCIATION

2022 MEMORANDUM OF AGREEMENT FOR CONTINUATION AS A MISSISSIPPI MAIN STREET ASSOCIATION NETWORK COMMUNITY

THIS AGREEMENT is entered into and executed by the Mississippi Main Street Association (“MMSA”) and _____, hereinafter referred to as the “local program.”

THIS AGREEMENT is for the purpose of implementing the local Main Street program through continued participation as a Mississippi Main Street Network Community. In consideration of the executed agreement, the parties agree to the following terms and conditions:

SECTION I. MMSA AGREES TO:

1. Designate an MMSA team member to be the point of contact for the local program director. The team member will be available to answer questions and provide advice and information via email or telephone. The team member will facilitate the process of advancing toward Designated Community membership and respond to other program requests as mutually agreed upon.
2. Provide at least one annual Main Street Approach™ training opportunity available to all local program directors, board members, committee members, and government representatives from the Main Street communities. MMSA will provide all materials related to training.
3. Conduct one on-site Main Street 101 training for local program directors, board members, and government representatives affiliated with new Network Communities.
4. Conduct quarterly trainings, workshops, meetings, and/or conferences to further develop and enhance the skills of local directors and board members.
5. Host an annual Main Street Directors’ Retreat, which is required to be attended by the local program director (or other representative).
6. Provide an annual calendar with the dates and locations of MMSA-approved trainings, workshops, meetings, retreats, and conferences, if possible, at the beginning of the calendar year.

7. Provide one on-site work session, as requested by the local program director, for the development of a vision, goals, and objectives, as part of the local program's annual work plan.
8. Provide *The Point* for Mississippi, an online community forum in partnership with the National Main Street Center, as a resource for local programs. MMSA staff, along with National Main Street staff, will monitor and provide technical assistance to members on *The Point*.
9. Facilitate and promote ongoing media coverage of MMSA and its individual local programs.
10. Provide and grant each Network Community use of the official MMSA Network Community logo and other promotional materials with MMSA branding.
11. Conduct periodic on-site evaluations of each local program's progress as needed or requested by the local program director.
12. Provide all local programs with regular updates on industry news, grant opportunities, and information from our partner organizations.
13. Provide legislative education and advocacy for Main Street at the state and national level.

SECTION II. THE LOCAL PROGRAM AGREES TO:

1. Be in good standing with MMSA, having fully paid all dues and fees, submitted all reports and information, and participated in the required number of trainings for the previous calendar year.
2. Pay all MMSA Network Community annual dues and fees in a timely manner.
3. Maintain the focus of the local program within the boundaries of the Main Street district as designated in the local program's application for membership, or subsequent amendments.
4. Maintain broad-based community support for the local program by the public and private sectors through financial contributions and in-kind or volunteer support.
5. Promote and encourage a historic preservation ethic for the local program, including advocacy for good design, encouragement of building rehabilitation and adaptive reuse, promotion of financial incentives, and advancement of planning policies appropriate for preservation.
6. Implement the Main Street Approach™ recommended by MMSA and the National Main Street Center, including the development of an annual work plan for the local program and that includes projects centered around the community's transformation strategies.

7. Maintain a strong, broad-based organizational system that includes an active board of directors that holds monthly or bi-monthly meetings throughout the year and committees or task teams with designated board members as chairpersons.
8. Employ a local program director who spends at least 20 hours per week implementing the Main Street program in the community. In the event the local program director position becomes vacant, the local program shall notify MMSA within thirty (30) days and the position shall be filled within four (4) months of the vacancy.
9. Maintain a separate Main Street budget with adequate funding for daily office operations and travel commitments for the local director to attend trainings, workshops, meetings, retreats, and conferences as required by this agreement.
10. Provide information for monitoring the progress of the local program and provide any and all other information requested by MMSA on or before the identified deadlines. Quarterly reports shall be submitted by the 15th day of the month following the end of each quarter.
11. Send the local program director (or other representative) to the annual Directors' Retreat.
12. In addition to the Directors' Retreat, the local program director shall participate in at least two MMSA-approved training events per year. The community shall be responsible for the director's travel costs and expenses associated with these meetings. A list of required and approved trainings is attached to this agreement as Exhibit A.
13. Fill out the MMSA community assistance form when requesting a community service. The Director of Community Development will take into consideration: if the local program is certified and in good standing with MMSA, if requested funds are available, whether a match from the local program is available, and previous requests from the local program.
14. Include the MMSA Network Community logo on all print, web-based, and electronic marketing materials according to the brand guidelines established and provided by MMSA.
15. Be an Affiliate Member in good standing with the National Main Street Center.
16. Be an active participant in *The Point*, an online community forum, in partnership with the National Main Street Center. Every Network Program should have at least one active member account on *The Point*.
17. Provide the MMSA Director of Communication and Marketing news of your local program's projects, accomplishments, and events, so that MMSA may promote them.
18. Include MMSA staff in the hiring and selection process of new local program directors.

19. File all applicable IRS forms in accordance with state and federal tax laws. Local programs may be required to register as a Mississippi charitable organization with the Mississippi Secretary of State's office.
20. Complete the annual Director's Survey (online) sent via email no later than December 31, 2021.
21. Submit the following to MMSA by the January 31, 2022 deadline:
 - Payment of 2022 MMSA dues. The invoice was mailed to the local program director on record in October 2021. The local program director is responsible for ensuring that the invoice is paid by January 31, 2022.
 - A copy of the local program's current bylaws.
 - A copy of the local program's approved budget for the 2022 fiscal year.
 - A copy of the local program's annual work plan for 2022.
 - A complete list of local board members and officers, including names and email addresses.
 - A copy of the Main Street district's current boundary map.
 - A copy of the previous year's approved board meeting minutes.
 - A copy of the local program's most recent IRS filing, if applicable.

SECTION III. MMSA AND THE LOCAL PROGRAM JOINTLY AGREE THAT:

1. This agreement may be modified only by written amendment executed by all parties and approved by the MMSA State Coordinator.
2. The term of this agreement shall be for one calendar year, beginning on January 1, 2022 and expiring on December 31, 2022. This agreement shall not be binding upon the parties until it contains all signatures and is approved by the MMSA State Coordinator.
3. Either party may terminate this agreement without penalty by giving written notice to the other party at least sixty (60) days before the effective date of such termination.
4. This agreement shall be interpreted under the laws of the State of Mississippi. Any litigation under this agreement shall be resolved exclusively in a federal or state court of competent jurisdiction located in Mississippi.
5. Both parties shall jointly indemnify and hold each other and their respective employees, officers, directors, and assigns harmless from and against all activities, losses, costs, liabilities, claims, damages, and expenses of every kind and character.
6. If any provision of this agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. Any and all remaining provisions of this agreement shall remain in

full force and effect.

7. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or of the provision itself.
8. Except as expressly set forth in this agreement, the services to be provided under this agreement are furnished as is, where is, with all faults and without warranty of any kind, express or implied, including any warranty of merchantability or fitness for any particular purpose.
9. If a local program fails to comply with the provisions of this Memorandum of Agreement (MOA) by April 30, 2022, MMSA may choose to send the local program a written initial notice that summarizes the non-compliance issues and provides guidance on how to resolve them. At that point, the local program shall be placed on probationary status and shall be ineligible for any services or grant funds from MMSA until the local program is compliant. MMSA will re-evaluate the local program 90 days following the initial notice. If the local program has failed to correct the issues listed in the first notice, MMSA will issue a final notice. If the local program fails to comply with the provisions of this MOA within 90 days of the final notice, the local program will be de-certified with an official letter from MMSA. At that point, the community will have to start a new application process if they wish to rejoin the association.

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