

**Maryland Department of Housing and Community Development
Main Street Maryland Program
Agreement for Designated Communities**

This Agreement is entered into among and executed by the MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (“DHCD”), CITY OF FROSTBURG (the “Local Government”), and HISTORIC FROSTBURG, A MAIN STREET MARYLAND COMMUNITY, INC. (in partnership with the Local Government, the “MSM Community”).

This Agreement is for the purpose of implementing the Main Street Approach™ in the designated program (the “Program”) area in FROSTBURG, Maryland. For this purpose, the parties below mutually agree to use their best efforts regarding the following:

I. RESPONSIBILITIES OF THE LOCAL GOVERNMENT

- **Commit:** The Local Government is responsible for maintaining the Main Street designation in accordance with the responsibilities of this agreement.
- **Identify a Partner, if Desired:** The Local Government may choose to identify a nonprofit partner to administer the local Main Street Maryland program (the “Local Program”). An executed agreement documenting the partnership must be provided to DHCD.
- **Provide Ongoing Support:** In addition to providing operating funding to support the Local Program, the Local Government will endeavor to demonstrate leadership and support through committee participation, in-kind donations, and policy support for the Local Program. The Local Government should also provide infrastructure improvements and business incentives that enhance the designated Program area.
- **Sign an Agreement:** Local commitment and support are critical to Program success. The Local Government and DHCD must sign an agreement that clearly specifies the responsibilities of each party.
- **Report Challenges:** If the MSM Community experiences challenges meeting participation requirements in one or more areas, the Local Government should contact DHCD in a timely manner to discuss challenges and develop strategies and a timeline to address these challenges.

II. RESPONSIBILITIES OF THE MSM COMMUNITY

- **Use The Main Street Approach™, Including Maryland’s “Fifth Point”:** The MSM Community must use the national Main Street Approach™. This approach is a revitalization strategy that uses a four-point framework: Economic Vitality, Quality Design, Effective Promotion, and Sustainable Organization. It is rooted in a commitment to broad-based community engagement, a holistic understanding of the factors that

impact the quality of life in a community, and a strategic focus on core principles of downtown and neighborhood revitalization that are rooted in historic preservation. Likewise, the MSM Community must use Maryland's "Fifth Point": Clean, Safe and Green.

- **Work in a Traditional Main Street District:** The Main Street Approach™ is part of a transformation strategy to be implemented within certain geographic boundaries as approved by DHCD. A business district must be a physical setting conducive to applying the Main Street Approach™, including a pedestrian scale and orientation; a critical mass of buildings with first floor businesses or a critical mass of buildings zoned for first floor commercial; and a substantial number of structures eligible for rehabilitation incentives. Districts also must demonstrate a historic preservation ethic that protects the local community identity.
- **Have a Board of Directors:** The MSM Community must have a Board of Directors (the "Board"). The Board must be composed of a representative base of the district stakeholders and community members, dedicated to leading the Local Program. The historic downtown constituency is unique and has not been adequately served by traditional economic and business development groups, a separate, independent Board with a mission to act as the advocate for historic downtown is essential to stem economic decline and foster progress.
- **Have Sustainable Program Funding:** The financial stability of the MSM Community is crucial to achieving the Program's mission. In addition to paying salaries, the MSM Community's operating budget must demonstrate diverse funding sources that cover all program and administrative expenses, including activities outlined in the comprehensive work plan, overhead and program administration, travel and professional development.. Budgets will vary by community and example budgets are available from DHCD. DHCD strongly encourages the MSM Community to implement the following funding model: one-third from the Local Government, one-third from grants and foundations, and one-third from corporate and individual donors.
- **Employ A Program Director:** Paid professional staff to manage the downtown and the revitalization work is critical and required to meet accreditation with Main Street America. At a minimum, DHCD requires a part-time manager (the "MSM Manager") at 25+ hours a week for cities under 5,000 in population and a full-time manager at 35+ hours a week for cities over 5,000 in population. However, DHCD strongly encourages a full-time manager, no matter the population size, to be most effective. Salaries should be commensurate with public-oriented professionals in the area. If this position becomes vacant, DHCD shall be involved in the process for selection of a new MSM Manager.
- **Have Organizational Systems and Structures:** Administrative systems and tools help effectively manage Local Program activities throughout the MSM Community while benchmarking progress. Each year DHCD requires that the MSM Community submit to DHCD a work plan that is aligned with the MSM Community's transformation strategy and outlines programming across the Main Street Approach™ and Maryland's "Fifth Point". Work plans (template provided by Main Street America) will include one or more

projects or events, expected (measurable) outcomes, specific tasks needed to accomplish the project or event, assignments of those tasks showing volunteer and staff responsibilities, timelines, and budgets. The MSM Community should operate in compliance with its bylaws, operating agreement, and other organizational documents as applicable. In executing this Agreement, the MSM Community confirms that its organizational documents do not conflict with the requirements identified herein.

- **Program Logo:** DHCD's Program logo must appear on the MSM Community's website/webpage. The MSM Community may use DHCD's Program logo on social media, email, and marketing materials when appropriate. Electronic artwork and style guides are provided.
- **Maintain Accreditation Standards:** The MSM Community must be recognized as a Main Street America™ nationally accredited program at least once every two years to demonstrate the performance standards of the Local Program. Main Street America's annual national assessment is used to make the accredited determination. Failure to remain in compliance with this standard may result in the community moving to the Aspiring tier level, which requires the completion of a two-year curriculum in order to return to Designated.
- **Maintain Membership with the National Main Street Center:** The MSM Community must maintain compliance with Main Street America™ through the National Main Street Center, Inc. ("National Main Street"). The MSM Community must sign the National Main Street Trademark Sublicense Agreement ("Sublicense Agreement") and must be and remain in good standing as a member at the accredited and/or affiliated membership level. National Main Street will send logos and website language following receipt of the signed Sublicense Agreement.
- **Professional Development and Training:** The MSM Managers are required to attend certain DHCD meetings, including but not limited to regional site visits, training sessions, Power Hours, the annual Main Street Maryland Conference, and the National Main Street Now Conference. Though MSM Managers are required to attend the Main Street Now conference at least every other year, DHCD recommends annual attendance as it is the best opportunity to receive professional development and training in the field.
- **Submit Information to DHCD:** The MSM Community must submit the following to DHCD:
 - Ongoing, as changes occur:
 - Contact information for any MSM Community staff
 - Annually:
 - Most recent end-of-year financial statement with detailed income sources. Audited financial statements are required for organizations with \$750,000 or more in charitable contribution in one fiscal year. Reviewed financial statements are required for organizations with charitable contributions between \$300,000 and \$749,999 per fiscal year. Organizations with charitable contributions less than \$300,000 per fiscal year are typically exempt from review requirements.

- A current list of the members of the Board, identifying any affiliations each Board member has with the district, including but not limited to any potential conflicts of interest;
 - Adopted conflict of interest policy for the organization;
 - Annual comprehensive work plan for the upcoming year with measurements of success and defined transformation or economic strategy(s);
 - Annual impact data including job creation, private and public investment, business opened/closed, and more.
 - Local design guidelines (if applicable);
 - All local grant applications, as applicable, such as Façade Improvement, Small Business Support, etc; and
 - If the MSM Community is a nonprofit organization, most recent IRS Form 990, Bylaws/Operating Agreement, and Articles of Incorporation/Organization, proof of good standing and current charitable registration status in the State of Maryland.
- **Report Challenges:** If the MSM Community is experiencing challenges meeting the requirements in one or more areas, the MSM Community should contact DHCD as soon as possible to discuss the situation, arrange assistance, and develop a schedule to address the challenges in a timely manner.

III. RESPONSIBILITIES OF DHCD

DHCD will provide the services listed below to the MSM Community using a performance-based approach that will require discussions between the MSM Community and DHCD to set appropriate targets and outcomes. DHCD is committed to maintaining long-term relationships with the MSM Community.

- **Specialist Services and Technical Assistance:**
 - Design Assistance: As resources allow, DHCD will provide architectural and/or design services to support requests for façade designs, consultations, and training.
 - Specialist On-site Visits: DHCD staff is available on request. Specialists are available based on need and as resources allow.
 - Program Assessment: DHCD will perform a constructive assessment annually to determine Main Street America accreditation according to the performance standards that provide national recognition.
- **Program Support and Professional Development:**
 - Program Trainings and Workshops: A variety of training and peer gatherings are offered for Local Program professionals and Local Government officials. These events are provided by DHCD and outside specialists to include virtual, in-person, and field training sessions as well as presentations on downtown revitalization topics. Certain

training/workshops are required for MSM Managers; and DHCD will endeavor to hold such events at least quarterly.

- Board Training: Board members are required to attend training offered by DHCD during the first year of their first term of service.
- Organizational Assistance: DHCD can assist with organizational issues, including the role and responsibilities of staff and the Board. Assistance includes annual work plan development, fund development, volunteer management plans, and non-profit organizational management. Additional topics available. Assistance may be provided on-site or virtually.
- Main Street Improvement Grants and other DHCD Grants: The MSM Community receives funding by applying to the Main Street Improvement Grant program as well as priority consideration for funding from other DHCD programs and other State agencies.
- Resource & Information Sharing: Timely electronic communications from the National Main Street Center to assist local programs with accessing programs, services, and information from the global network. Networking with other communities, whether in person or virtually, is strongly encouraged. DHCD maintains a contact list for local program use.

■ **Provide Marketing:**

- Public Relations: Press coverage and exposure are provided through media releases and marketing materials and maintenance of the Program website.
- Use of DHCD's Program Logo: Electronic artwork and style guide are provided.

■ **Sign an Agreement:** Local commitment and support are critical to Program success. The Local Government; the MSM Community, if separate from the Local Government; the downtown organization (if applicable); and DHCD must sign an agreement that clearly specifies the responsibilities of each party.

IV. MISCELLANEOUS & SIGNATURES

- The term of this Agreement shall begin July 1, 2025 and will expire on June 30, 2026.
- This Agreement may be revised only by a written agreement signed by all parties.
- This Agreement may be terminated by any party by giving written notice to all other parties at least thirty (30) days before the effective date of termination. Reasons for termination may include, but are not limited to, non-compliance with this Agreement or non-appropriation of funding. Upon termination, Main Street™ status and permission to use the Main Street™ trademarked name will be revoked.
- This Agreement supersedes any and all other agreements, either oral or written, between the parties below regarding the subject matter herein.
- This Agreement may be signed in counterparts, all of which collectively shall be deemed one agreement.
- The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, "electronic signature" shall include: faxed

versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement.

BY: _____ DATE: _____
(Board of Directors or Advisory President/Chair/Executive Lead: The Main Street Community)

PRINTED FIRST AND LAST NAME: _____ TITLE: _____

BY: _____ DATE: _____
(Local Government – Mayor or if not a municipality, County Executive)

PRINTED FIRST AND LAST NAME: _____ TITLE: _____

BY: _____ DATE: _____
(MD Department of Housing and Community Development)

PRINTED FIRST AND LAST NAME: Carol Gilbert POSITION: Assistant Secretary