

Uptown Jackson Revitalization Organization

Please return original* signed agreement to:

Missouri Main Street Connection P.O. Box 1066 Branson, MO 65615-1066

*No faxes, scans, or photocopies will be accepted.

Missouri Main Street – Program Agreement Accredited Main Street Program & Associate Tier Program

Agreement must be completed & returned to MMSC by November 3, 2022, to receive services.

THIS AGREEMENT is entered into and executed by the Missouri Main Street Connection herein referred to as the "MMSC," Uptown Jackson Revitalization Organization, herein after referred to as the "Local Main Street Program," and City of Jackson.

THIS AGREEMENT is an annual document that is revised and reviewed each year by MMSC in cooperation with the Local Main Street Program.

WHEREAS, MMSC and the Local Main Street Program desire to continue to implement the Main Street Approach[™] in the City of Jackson, Missouri, to promote the revitalization of the designated Main Street area of the community; and

WHEREAS, the Local Main Street Program understands that the Tier Placement has been established by MMSC based upon the Community's 2021 Assessment and the Local Main Street Program is in the **Associate** Tier Level.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows: **Missouri Main Street Connection agrees to:**

- 1. Provide to the Nationally <u>Accredited</u> Local Main Street Program a technical assistance visit/training at the request of the Local Main Street Program annually, at no cost to the Accredited program. The topic will be agreed upon by the Local Main Street Program and MMSC by contract. This annual service is available when MMSC is fully funded by the state legislature. In 2022, this service will be available through the Downtown Strong (Economic Development Administration) grant awarded to MMSC. There may be a small match affiliated with the Downtown Strong grant that will be the responsibility of the Local Main Street Program.
- 2. Annually, MMSC will provide the <u>Accredited</u> Tiered Main Street Programs one (1) scholarship for the National Main Street Conference.
- 3. Annually, MMSC will provide the <u>Accredited</u> and <u>Associate</u> Tiered Main Street Programs with one (1) scholarship for the Annual Missouri Downtown Revitalization Conference.
- 4. Designate a MMSC staff member to act as liaison with the Local Main Street Program and the National Main Street Center.
- 5. Arrange, coordinate, and participate in all National Main Street Center visits and other specialist visits as requested and mutually agreed upon.
- 6. Conduct statewide Directors and Support Staff training opportunities.
- 7. Conduct regional meetings and workshops to further develop and refine the skills of local Executive Directors, Board members, and volunteers.
- 8. Provide Main Street 101 online training platform covering the Main Street Approach[™] to revitalization.
- 9. Provide training, advice, and information by telephone, e-mail, and other appropriate ways to the local Executive Director, Support Staff, and Board.
- 10. Make staff available for selection and hiring of a new Executive Director.
- 11. Provide, arrange, and participate in an assessment visit with the National Main Street Center. This participation may vary and may not take place every year.
- 12. Provide one (1) on-site organizational visit by request of the Local Main Street Program annually, at no cost to the <u>Accredited</u> and <u>Associate</u> Tiered Main Street Programs. Examples of an organizational visit: goal-setting, visioning, and/or development workshop with the local program board, in-depth committee training.
- 13. Provide access to the MMSC Main Street Resource Library area of the MMSC website pending the Local Main Street Program's active membership with MMSC.
- 14. Facilitate on-going media coverage of the Missouri Main Street Programs.
- 15. Collect and publish economic development statistics both statewide and by community.

- 16. Continue to educate Missouri Legislators and Missouri State Agencies of the value of the Missouri Main Street Program.
- 17. Provide research into potential grant opportunities for the Local Main Street Program to utilize on a monthly basis through the Grant Resource Directory. MMSC will provide specialized research for a Local Main Street Program upon request as time allows.
- 18. When available, MMSC may provide grant opportunities for the Local Main Street Program. The Local Main Street Program must be in compliance with this agreement to be eligible to apply for the grant. Compliance means the Local Main Street Program is meeting all of the items below.

The Local Main Street Program agrees to:

- 1. Maintain the focus of Associate Main Street Program by following the Main Street Approach[™] to revitalization following the methodology established by the National Main Street Center.
- 2. Maintain National Main Street Accreditation Standards. The Local Main Street Program must continue to strive for and/or operate within the six (6) criteria to maintain or receive State and National Accreditation:
 - a. Broad-based Community Commitment
 - b. Inclusive Leadership and Organizational Capacity
 - c. Diverse Funding and Sustainable Operations
 - d. Strategy-Driven Programming
 - e. Preservation-Based Economic Development
 - f. Demonstrated Impact and Results
- 3. Maintain broad-based community support for the program from public and private sectors through financial contributions and in-kind volunteer support.
- 4. Receive financial and in-kind support from City government.
- 5. Maintain a historic preservation ethic, specifically:
 - a. The Local Main Street Program must have an active, effective design management program;
 - b. The Local Main Street Program encourages appropriate building renovations, restoration, and rehabilitation;
 - c. The Local Main Street Program works to find creative adaptive use, financing, and physical rehabilitation solutions to preserve buildings;
 - d. The Local Main Street Program recognizes the importance of planning and policies which make it as easy to develop property within the commercial district as it is outside the commercial district;
 - e. The Local Main Street Program ensures that financial and technical incentives are in place to help facilitate the process of attracting investments in the historic commercial district;
 - f. The Local Main Street Program builds public awareness for the commercial historic district's buildings.
- 6. Develop a written action plan that is based on the Vision and Mission statements and Transformation Strategy/ Strategies of the Local Main Street Program, with an adequate operating budget to carry out the action plan.
- 7. Collect current Economic and Main Street Data to monitor the progress of the Main Street Program and submit the reports quarterly to MMSC. Quarterly reports are due July 15, 2022, October 15, 2022, January 15, 2023, and April 15, 2023.
- 8. Provide MMSC with a copy of the minutes of each Board and committee meeting when reporting Main Street Economic Data each quarter, due on July 15, 2022, October 15, 2022, January 15, 2023, and April 15, 2023. The submission of Board and committee minutes is part of the quarterly reporting in item #7.
- 9. Local Main Street Programs that have not submitted the reports above are out of compliance and not eligible for services and grants until reports are completed and delivered to MMSC.
- 10. Require Board member attendance at the state and national training opportunities, as identified by MMSC. MMSC trainings will be hosted in-person unless emergency or health reasons prevent MMSC from conducting the training in-person, at which time a virtual option may be offered. <u>THERE ARE TWO (2) THRESHOLDS FOR COMPLIANCE:</u>
 - a. At least <u>four (4) different members</u> of the Board and/or committees are required to attend the trainings provided by MMSC.
 - b. Board and/or committee member attendance is <u>required at the majority of trainings</u> offered by MMSC. Majority of training is defined as attending one more than half of the trainings offered by MMSC outside of the Local Main Street Program's community. Currently the qualifying trainings include the spring

workshop, National Main Street Conference, Missouri Main Street State Conference, and the fall workshop. Others may be added and the organization will be notified when other offerings are added.

- 11. All new board members elected or appointed to the Local Main Street Program must complete the Main Street 101 virtual online training module and receive a passing score for certification. The current fee to go through certification is \$50 per person to either be paid by the Board member or the Local Main Street Program. The new board members must complete this training within the first six (6) months of taking office.
- 12. Oblige and provide financial support for the Executive Director to attend all required trainings, meetings, events, and workshops throughout the term of this agreement. The Executive Director is required to attend all the Directors' Meeting, We Care Calls, Capital Day, and educational trainings offered by MMSC. If a conflict arises and the Executive Director is unable to attend any of the required meetings/trainings, the <u>Executive Director must notify the MMSC State Director</u> of the reason for their inability to attend thirty (30) days prior to the training, as reasoning allows. MMSC will work with the Executive Director to determine appropriate trainings to replace the missed workshop or event. Classification of extenuating circumstances will be determined by MMSC on a case-by-case basis. In the event of an excused absence, the local program, working with the MMSC State Director, must send either a Staff Person or Board President in their place. Unexcused absences will result in non-compliance and disqualify the Local Main Street Program from grant opportunities, receiving services or scholarships, or may result in loss of Accreditation status. MMSC trainings will be hosted in-person unless emergency or health reasons prevent MMSC from conducting the training in-person, at which time a virtual option may be offered.
- 13. MMSC will provide training opportunities for the Local Main Street Program's Support Staff throughout the term of this agreement. When offered, Support Staff is recommended to attend the training opportunity. As outlined above, if Support Staff cannot attend, notice must be given the MMSC State Director thirty (30) days prior to the training.
- 14. Provide all required documents to MMSC by the stated deadline, *e.g.*, self-assessment materials, quarterly reports, and Board/committee meeting minutes.
- 15. Assist, as requested by MMSC, in arrangements for technical assistance and public relations visits to the community.
- 16. Advocate for Main Street with State Legislators through communication and meetings within the district when appropriate. Also advocate through required participation in the Missouri Main Street Capital Day event held each year, usually in January.
- 17. Host at least one Board training, orientation, or planning retreat per calendar year.
- 18. Provide and/or conduct training for the Local Main Street Program including annual orientation for Board members and volunteers, and annual committee training.
- 19. Be a current member of MMSC and National Main Street Center by paying the annual dues.
- 20. Use the MMSC and Main Street America logo properly on website and appropriate documents. The Local Main Street Program must adhere to the MMSC brand standards as outlined in the new MMSC Brand Standards Guide.
- 21. Sign and adhere to the National Main Street sublicense agreement on logo usage as outline in the new Main Street America Brand Standards.

The Local Main Street Program agrees to fulfill all of the requirements listed above. If the Local Main Street Program is not in compliance with any one of these requirements, they are not eligible to apply for grant opportunities or receive services or scholarships provided by MMSC as detailed above. MMSC reserves the right to withhold services and scholarships until compliance is restored.

Notwithstanding any other provisions of this Agreement to the contrary, if funds anticipated for continued fulfillment, at the time of the Agreement, or at any time throughout the period of the Agreement are not forthcoming or are insufficient, either through the failure of the State of Missouri to appropriate funds for continuation of the contractual agreement with the National Main Street Center, or discontinuance or material alteration of the program for which the funds are provided, then MMSC shall have the right to amend this Agreement without penalty by giving the Community not less than sixty (60) days written notice.

Missouri Main Street and the Local Main Street Program jointly agree that:

- 1. If a Local Main Street Program fails to comply with the provisions of this program agreement, the Missouri Main Street State Director may choose to send that program a written initial warning. At this time, the Local Main Street Program will be put on probationary status and ineligible for any services from MMSC. The warning will include a summary of deficiencies and provide guidance on how to correct the problem. The Local Main Street Program will be reevaluated by MMSC ninety (90) days following the first warning. If the Local Main Street Program is not in compliance within ninety (90) days after the warning is sent, the State Director will terminate the program agreement with the Local Main Street Program and notify the Missouri Department of Economic Development, the National Main Street Center, and the listed parties in the agreement. The Local Main Street Program will cease using the trademarked brand "Main Street" and/or "Main Street Program" in its name or as part of its name if the Local Main Street Program agreement is terminated by MMSC. Once the program agreement is terminated, the Local Main Street Program must reapply to MMSC before it can receive MMSC services.
- 2. This agreement may be modified only by written amendment executed by all parties hereto and approved by the Missouri Main Street State Director;
- 3. This agreement may be terminated by either party by giving written notice to the other, at least sixty (60) days before the effective date of termination;
- 4. This agreement shall not be binding upon the parties until it is approved by the Missouri Main Street State Director;
- 5. The term of this agreement begins on the date the agreement is signed by all parties below through the signature of the next agreement.

IN WITNESS WHEREOF, the parties have executed this agreement:

President/Chair of Local Main Street Program	Date
Title of Local Main Street Program	
Executive Director of Local Main Street Program	Date
While not bound by this Letter of Agreement, I acknowledge the re Missouri Main Street Program with the Local Main Street Program	
ВҮ:	
Mayor	Date

IN WITNESS WHEREOF, the parties have executed this agreement:

BY:

D37

Gayla L. Roten - Missouri Main Street State Director