



**2025 MEMORANDUM OF AGREEMENT
FOR CONTINUATION AS A
MISSISSIPPI MAIN STREET ASSOCIATION
DESIGNATED COMMUNITY**

THIS AGREEMENT is entered into and executed by the Mississippi Main Street Association (“MMSA”) and Downtown Tupelo Main Street Association 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 Designated Community. In consideration of the executed agreement, the parties agree to the following terms and conditions:

SECTION I. MMSA AGREES TO:

1. Designate the MMSA Director of Community Development 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 review and approve quarterly reports, participate in the selection of new local directors, and respond to other program requests as mutually agreed upon.
2. Provide at least one annual Main Street 101 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. Provide access to online training in the Main Street Approach™.
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.
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 program's annual work plan.
8. Provide one annual on-site visit for community services as requested by the local program director to the Director of Community Development, at which point a meeting will be scheduled for a mutually agreed upon time. Additional requests for community visits may be subject to a nominal fee to cover administrative and travel expenses. Requests contingent on community's good standing with MMSA.
9. Provide annual grant opportunities for community development services. Community development services may include, but are not limited to design and planning services, local market analysis, communication and marketing consultation, retail and small business training, festival and event development, volunteer training, budget development, economic development assistance, and business recruitment, retention, and expansion assistance.
10. Provide The Point, an online community forum in partnership with the National Main Street Center, as a resource for local programs.
11. Facilitate and promote ongoing marketing of MMSA and its individual local programs.
12. Provide and grant each Designated Community use of the official MMSA Designated Community logo and other promotional materials with MMSA branding.
13. Provide all local programs with regular updates on industry news, grant opportunities, and information from our partner organizations.
14. Provide legislative education and advocacy for Main Street at the state and national level.
15. Collect economic development data from local programs and publish statewide economic development statistics in an annual report to members and investors.
16. 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.
17. Conduct bi-annual on-site program assessments to evaluate the local program's progress and assist with the local program's state compliance and accreditation as outlined by Main Street America.

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 (including both semi-annual online reports), and participated in the required number of trainings for the previous calendar year.
2. Pay all MMSA Designated 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 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 full-time equivalent local program director (or part-time director working 20+ hours if the community is under 5,000 in population) implementing the Main Street program in the community. The local program director shall serve as the primary point of contact for all MMSA-related matters. 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. In addition, during any vacancy, the local program shall provide MMSA with an interim primary point of contact (e.g., board president) for all MMSA-related matters.
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, submit (2) semi-annual reports using the online report generator provided by MMSA, and provide any and all other information requested by MMSA on or before the identified deadlines. Semi-annual reports shall be submitted by the 15th day of July and January.

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 earn four training points for attending 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. When requesting a community service, the Director of Community Development will take into consideration: if the local program is 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 Designated Community logo on all print, web-based, and electronic marketing materials according to the brand guidelines established and provided by MMSA.
15. Be an Accredited or Affiliate Member in good standing with the National Main Street Center. Affiliate status for two or more consecutive years may result in a program review by MMSA staff.
16. Be an active participant in The Point, an online community forum, in partnership with the National Main Street Center. Every Designated Program should have at least one active member account on The Point.
17. Provide the MMSA Director of Communication and Marketing with your annual event calendar as well as news of your local program's projects and accomplishments 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 to remain in good standing with both state and federal agencies. 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) with required attachments no later than **Oct. 31, 2025**.
21. Submit Payment of 2025 MMSA dues by **January 31, 2025**. The invoice was mailed to the local program director on record in October 2024. The local program director is responsible for ensuring that the invoice is paid by January 31, 2025.

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 Executive Director.
2. The term of this agreement shall be for one calendar year, beginning on January 1, 2025, and expiring on December 31, 2025. This agreement shall not be binding upon the parties until it contains all signatures and is approved by the MMSA Executive Director.
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 assigned 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 herein, 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), 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.

IN WITNESS WHEREOF, the following parties have executed this agreement:

By: _____
Lucia Randle
Main Street Director

Date

Local Board President or Chief Elected Official

Date

Jim Miller, Executive Director
Mississippi Main Street Association

Date