OKLAHOMA MAIN STREET™ AGREEMENT

For **Associate** Main Street Communities

THIS AGREEMENT is for the Associate Main Street Program. This two year program is to establish and determine if the Associate Main Street Program is able to meet capacity to graduate to a DESIGNATED Main Street Program.

 THIS AGREEMENT is entered into and executed by the State of Oklahoma, Department of Commerce/Oklahoma Main Street Center (hereinafter referred to as the “STATE”) and (hereinafter referred to as the “PARTICIPANT”).

 WHEREAS, this Agreement is for the purpose of implementing services through the STATE in the town/city of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ county of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of Oklahoma, so as to assist in the revitalization of the downtown/urban area of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Oklahoma and

 WHEREAS, the STATE, desires to provide service to Oklahoma localities. In order that the STATE might accomplish this goal and that the city of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be included as a city benefiting from these services the following Agreement is undertaken for the period between July 1, 2017 and June 30, 2018.

#### **TERMS AND CONDITIONS**

**SECTION I.** STATE agrees to perform the following services:

1. Provide a continuing liaison PARTICIPANT and STATE. STATE shall also act as liaison between public and private organizations with interests in downtown and neighborhood business district development and preservation.
2. Designate the city/urban district of as an Associate Oklahoma Main Street community.
3. Provide services utilizing STATE staff and or other consultants as identified by STATE. Services provided within the year to be determined at the beginning of each calendar year during Organizational Training at State’s offices. On-site assistance will only be provided in extraordinary circumstances with the concurrence of the Executive Director of the Oklahoma Department of Commerce.
4. Conduct meetings and workshops to further develop and refine the skills of local program managers (if required) as well as other community volunteers. Additional services to be provided include marketing opportunities for the program, recognition of program achievements and presentations promoting successes.
5. Help in selection of new program manager (if required) via discussions with program volunteers to evaluate needs, telephone conversations with prospective applicants, screening of resumes, or remote participation in the interview process.
6. If a change in program manager occurs during term of Agreement, conduct a one-day, training and orientation for the new manager.
7. Provide advice and information to the local program manager or community volunteers on a continuing basis as staff time allows.
8. Provide year-end evaluation with STATE staff to review program accomplishments, review goals and program of work for coming year.
9. Provide PARTICIPANT with related program information through regular resource mailings, e-mail and announcements to program manager.
10. Provide Design Assistance by STATE Architect. Such services include:
* Design assistance and training according to community’s year of participation
(first, second).
* Design assistance delivered as determined by a schedule established by STATE Architect.
* Bonus projects with approved completion of Design assistance projects.
* Level of assistance determined by STATE Architect.
* Details for Design assistance process and design assistance and training provided in separate documents.
* Phone consultations and product literature as needed.
1. Provide Economic Vitality (EV) Assistance by STATE Business Management Consultant, to include for one of the following on a yearly basis:
* One-on-one consultation with business owners within defined local Main Street district either by telephone or online
* Business Education Workshops

**Design, Economic Vitality (EV) and/or Promotion services and resources will be withheld at any time during the calendar year if any one of the following stipulations occur:**

* Failure to submit the Annual Agreement
* Failure of providing a part-time program manager (for Mid-Size and Urban Districts-5,000 to 50,000+) or at least 20 hours of volunteer service weekly (for Small Towns under 5,000)
* Failure of local representative to attend required-attendance trainings.
* Failure to participate in year-end evaluations/Resource Team evaluations/technical evaluations.
1. PARTICIPANT must maintain connection to OMSC via Internet Service Provider with periodic updates of computer equipment.

**SECTION II.** To maintain designation as an Oklahoma Main Street Community, PARTICIPANT agrees to:

1. Maintain an independent volunteer Board of Directors representative of all downtown elements to oversee the continuing development of the local Main Streetprogram for the term of this Letter of Agreement.

1. Implement a comprehensive approach to downtown revitalization following the Four-Point Approach™ methodology ascribed by the NMSC.
2. Maintain professional staff as defined below. Paid compensation should be at local market rates for competitive positions. Place an “X” in the applicable staff requirements for your program. Population based on the 2010 Oklahoma census.

🗖 **Small Towns (under 5,000 population)**: Commit to at least 20 hours per week of volunteer time toward the Main Street Program for your community. These 20 hours will be dedicated to Main Street work only and not applied to any other organization.

🗖**Mid-Size Towns (5,000 – 50,000 population)**: Commit to hire, retain and supervise one paid employee who would be required to work at least 20 hours per week to direct the program.

🗖**Urban Districts (50,000 or more population)**: Commit to hire, retain and supervise one paid employee who would be required to work at least 20 hours per week to direct the program.

 A sample description of Main Street manager duties and qualifications are attached as **Exhibit B** and incorporated herein. In the event the Main Street Manager position, for Mid-Size or Urban Districts, is vacated during the term of this Agreement, PARTICIPANT agrees to fill the position within a reasonable time with a person meeting the qualifications as attached. **STATE reserves the right to review Main Street designation if position is vacated for more than four (4) months. Upon replacing a manager, the new Main Street Manager will be required to attend a comprehensive Main Street training program (the first available or within four months) or provide records of prior attendance. STATE must approve the training received or to be received.**

1. Maintain the focus of the local Main Street Program on the downtown or defined urban district, concentrating program activities within the associate Main Street Program as set forth in the Application.
2. Require program representation at the following Main Street training sessions: (2) yearly in-state trainings (up to 3 days each) Eligible attendees may be the program manager, and/or other Main Street volunteers. PARTICIPANT shall be responsible for the attendee’s travel costs and other expenses associated with these training sessions.
3. Maintain thorough records and photographic documentation for monitoring the progress of the Main Street program and regularly submit documentation on or before the identified deadlines to the STATE, to include but not limited to the following items:
* A copy of materials relating to the Main Street Program published during the program year, i.e., brochures, news or magazine articles, directories, etc.
* Other information requested by STATE.
1. Assist as requested by STATE in arrangements for technical assistance and public relations to the community.
2. Submit and subsequently execute budget (Exhibits C).The proposed budget must be approved by STATE. **Due July 14, 2017.**
3. PARTICIPANT must maintain connection to OMSC via Internet Service Provider. Periodic updates of computer equipment are required. Main Street Program Manager or Volunteer Leader must have an active e-mail address to receive and review correspondence from state Main Street Staff and other Oklahoma Main Street Program communities.
4. PARTICIPANT must notify STATE of any changes in program name, address, phone number, or email within seven days of said changes.

**SECTION III.** The parties hereto otherwise agree as follows:

1. The term of this Agreement shall be from **July 1, 2017 through June 30, 2018**.
2. Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of the Agreement are at any time not forthcoming or insufficient, either through the failure of the State of Oklahoma to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then STATE shall have the right to amend or terminate this Agreement without penalty by giving the community not less than sixty (60) days written notice.
3. If PARTICIPANT fails to fulfill in timely and proper manner its obligations under this Agreement, or if PARTICIPANT shall violate any of the terms of this Agreement, the STATE shall have the right to immediately terminate this Agreement and withhold further services under the Agreement. The STATE may elect to place PARTICIPANT on probation for violation of any of the terms of this Agreement and withhold services until the PARTICIPANT corrects the problem.
4. If PARTICIPANT voluntarily leaves the Main Street program, 1) PARTICIPANT must inform STATE thirty days prior to official end date of the local program, and include the minutes of the local board meeting making the decision to leave the Main Street program. 2) PARTICIPANT will remove all highway signs or other signage indicating PARTICIPANT is in the MAIN STREET® program. PARTICIPANT will contact STATE when this task is complete, and STATE will make arrangments to collect the highway signs. 3) PARTICIPANT must discontinue the use of MAIN STREET® in the organization’s name. It can no longer be used in publications, letterhead, web pages and all other relevant printed or electronic materials. MAIN STREET® is a trademarked program of the National Trust for Historic Preservation and only those PARTICIPANTS activily engaged with the program may use the name as it relates to downtown development.
5. All computer equipment, printers, cameras and similar equipment purchased through a grant from STATE is the property of the STATE OF OKLAHOMA. PARTICIPANT must return all equipment if 1) PARTICIPANT voluntarily leaves the MAIN STREET® program, or 2) PARTICIPANT no longer requires the equipment.

In WITNESS WHEREOF, the parties have executed this Agreement:

BY:

 Donald R. Hackler Jr. (Date)

 Deputy Director

 Oklahoma Department of Commerce

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Lead Volunteer) (Date)

 (Name of downtown Main Street Organization)

BY:

 (MS Program Manager, if applicable) (Date)

 (Name of downtown Main Street Organization)

**EXHIBIT B**

**Sample of Main Street Program Manager Job Description**

The Main Street Program is a comprehensive program, which requires many skills. The Program Manager is responsible for the development, conduct, execution and documentation of the program. A program manager is the principal on-site staff person responsible for coordinating all program activities locally as well as representing the community regionally and nationally as appropriate.

The manager cannot be the one person doing all the work. When a program becomes too dependent on the manager to do everything there is a very real danger of failure for the program due to burn out of the manager, and when he/she leaves, the Board is not strong enough to hold the program together. The board is responsible to maximize the time of the manager. The manager position is one of coordination and implementation not necessarily doing the work; the contact person for the community that serves as the local expert for downtown.

**Some of the activities and duties are as follows:**

Develop and conduct public awareness and education programs designed to enhance appreciation of downtown’s architecture and other assets.

Keep program and its goals and objectives constantly in public eye through speaking engagements, radio, television appearances and newspaper interviews.

Develop action plan for implementing a downtown revitalization program focused on four areas: design, promotion, organization, and economic vitality.

Assist individual tenants and property owners with physical improvements to property through personal consultation or through professional design consultants. Assist in locating appropriate contractors and materials; when possible, participate in construction supervision and provide advice on necessary financial mechanisms.

Work with downtown organizations and encourage improvements in their abilities to undertake joint activities such as promotions, advertising, uniform store hours, special events, business recruiting, parking, etc. Encourage cooperative climate between downtown interest and local public officials.

Assist in coordination of joint promotional events such as seasonal festivals, sidewalk sales, etc. with the goal of improving the quality and excitement of events to attract people downtown.

Work with private-sector institutions and appropriate public agencies at local and state levels to obtain necessary funding for critical elements of the work program. These elements include design assistance, promotional publications, building rehabilitation and parking and public improvements.

Develop and maintain a system for monitoring changes in public and private investment in the downtown, job creation, business retention, expansion and recruitment, the creation of individual building files and the thorough photographic documentation of all changes.

Represent the community at prominent conferences on the state and national levels.

In addition to the above, there are other management responsibilities such as: operation of the office; budget development; purchasing; record keeping; supervision of other employees (if any); and preparation of reports required by local board, state Main Street organization and/or sponsoring institutions. The program manager also establishes a resource file and library and maintains all program records in an orderly manner.

**EXHIBIT C**

Program Budget Example – Calendar Year 2017

**Category CASH ($) In-Kind Total**

**Payroll** -Base Salary \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 Taxes \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 Insurance \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

**Office Expense**:

 Rent \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 Utilities \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 Equipment \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 Supplies \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 Telephone / Fax \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 Postage \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 Other \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

**Professional Development**:

 Travel \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 Materials \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 Conferences \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

**Promotion:**

 Printing / Copying \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 Advertising \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 Other \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

**Committee Expenses**:

 Executive \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 Fundraising \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 Membership \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 Promotion \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 Design \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

Economic Vitality \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

**Total Expenses** \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_