

AGENDA ITEM

May 16, 2023

Subject: Missouri Main Street Connection Agreement

Department: Administration

This ordinance will approve an agreement with the Missouri Main Street Connection Inc for training and technical assistance to establish a Main Street Program in Nevada.

Manager Notes:

- On September 20, 2023, the City Council passed Resolution 1663 stating intent to seek funding through the Missouri Main Street Community Empowerment Grant.
- On April 19, 2023, we received notification that the application for an Affiliate 40/60 Matching Grant was awarded by the Missouri Main Street Connection, Inc. The matching grant will provide various training services to assist the downtown improvement organization in formal organization, economic restructuring, downtown design, and promotion efforts.
- The Missouri Main Street Connection has sent an agreement for consideration describing the duties and obligations of the City of Nevada.
- The City of Nevada would be responsible for the payment of \$12,320.00 for the extensive onsite technical assistance provided by the Missouri Main Street Connection, Inc. The fee represents forty percent (40%) of the total thirty thousand dollars (\$30,000) cost.
- The agreement is due by **June 23, 2023, by 5:00 pm.**

Instructions:

- Print and sign two (2) copies of the agreement. We will return one (1) signed copy for your records. Payment of \$12,320 made payable to:
Missouri Main Street Connection, Inc. for services provided during the two-year period beginning when the contract for services is signed by all parties with the signed agreements.
- Mail both signed copies and payment to MMSC at PO Box 1066, Branson, MO 65615.

BILL NO. 2023-039

ORDINANCE NO.

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MISSOURI MAIN STREET CONNECTION, INC. FOR PARTICIPATION IN THE MISSOURI MAIN STREET PROGRAM

Section 1. The attached Agreement by and between Main Street Nevada, Inc. and the City of Nevada, Missouri, a municipal corporation, referenced as Exhibit "A", is hereby approved.

Section 2. The Mayor and City Clerk are authorized and directed to execute the same, to affix the corporate seal, and to attest the same.

Section 3. The City Manager and City Treasurer are hereby directed and authorized to make the appropriate notations in the budget documents and transfer funds in the amount of \$12,320.00 to Missouri Main Street Connection, Inc. PO Box 1066, Branson, MO 65615.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Nevada, Missouri on this _____ day of June 2023.

(seal)

KENDALL VICKERS, MAYOR

ATTEST:

CYNTHIA DYE, CITY CLERK

**AGREEMENT FOR PARTICIPATION IN
THE MISSOURI MAIN STREET CONNECTION
MISSOURI MAIN STREET PROGRAM**

This agreement (“Agreement”) is entered into by and between Missouri Main Street Connection, Inc. (“MMSC”), and the City of Nevada, as the sponsoring organization of the local Main Street Program, the City and the Local program being collectively referred to as the (“Community”) for the purpose of describing the duties and obligations of the parties hereto for participation in the Missouri Main Street Program.

Recitals:

Whereas, MMSC is a nonprofit corporation committed to fostering new vitality at the heart of Missouri communities; and

Whereas, MMSC is the statewide coordinating organization for implementation of the National Main Street Program in Missouri; and

Whereas, MMSC is under contract with the National Main Street Center to administer the Missouri Main Street Program and to provide training and technical assistance to competitively selected communities, and

Whereas, the Community desires to participate in the MMSC Missouri Main Street Program; and

Whereas, the Community desires to provide a 40% cash share of the total cost of training and assistance needed to implement a local Main Street Program in accordance with the Community Empowerment Grant Application and in resolutions already signed by said Community.

Now therefore, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties agree to the following:

Section 1: Obligations of Community. Community shall:

1. Form a public-benefit, not-for-profit corporation within two (2) years, designed to serve as the governing body for the local revitalization program, with the commitment to maintain a volunteer board and working committees.
2. Implement a comprehensive approach to downtown revitalization (“Revitalization Effort”) following the Main Street Approach™ recommended by the National Main Street Center and MMSC, which shall include:
 - a. Development of an annual written work plan for the local Main Street Program;
 - b. Establishment of a strong, broad-based organizational team, which could include but is not limited to, the following committees: Organization, Promotion, Design, and Economic Vitality.
3. Require the organization’s leadership team to attend MMSC on-site or virtual service visits provided to the Community in accordance with Sections 3.1 and 3.2 below. An “on-site” service consists of a training session conducted by MMSC representatives at a location designated by the Community within the Community’s geographical area for the purpose of training the Community’s representatives or via virtual means if travel has been restricted or is not deemed safe by the community or MMSC.

4. Enlist volunteers and raise funds necessary to sustain the revitalization effort and continue the local Main Street Program for the term of this Agreement.
5. Require the attendance of representatives of the Community to attend at least one-half plus one of the training workshops and conferences per year, for the purpose of learning the Main Street Approach™ to Revitalization, as described in the Community Empowerment Grant Application. “Off-site” workshops consist of a training session conducted by MMSC representatives at a location designated by MMSC within the State of Missouri for the purpose of training participants of the Main Street Program generally, regardless of whether the workshop is held in the Community’s geographical area. These workshops can also be delivered electronically if travel has been restricted or has been deemed unsafe by MMSC or health officials.
6. Encourage the organization’s leadership team to attend and participate in MMSC’s annual legislative event in Jefferson City. This event is typically held in January.
7. Require the organization or individuals attending to cover the costs associated with registration fees, travel, meals, and lodging for the persons from the Community attending these off-site events, unless those individuals choose to cover the expenses themselves.
8. Collect and maintain, on a quarterly basis, economic data necessary for (a) monitoring the progress of the Main Street Program; (b) establishing a baseline for comparison; and (c) measuring the impact of revitalization. The Quarterly Report shall be submitted to MMSC on or before the 15th day of each calendar quarter for the immediately preceding calendar quarter.
9. Submit copies of minutes of all Board and committee meetings of the Main Street Program to MMSC on a monthly basis. The minutes for each month shall be submitted electronically to the Senior Program Specialist or designated MMSC staff person.
10. Prepare for the eventual hiring of professional staff to facilitate the operations of the Main Street Program, as described in the Community Empowerment Grant Application. The Board of Director will oblige and provide financial support for the Executive Director, if applicable, to attend all required trainings, meetings, events, and workshops throughout the term of this agreement. If an Executive Director is hired, they are required to follow all Executive Director requirements outlined in this agreement. The Executive Director is required to attend all the Directors’ Meetings, 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 Executive Director must notify the MMSC State Director 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.** For communities over 5,000 in population, the Director must be paid for

a minimum of 40 hours per week. The Missouri Main Street Board of Directors may grant exemptions for special circumstances following a written request by the program. *Third party contracts for management services would need to be approved by MMSC before the contract is signed.*

11. Participate in the start-up of the local Main Street Program in good faith and using best efforts for a minimum of two (2) years, which time is of the essence to ensure the successful start-up of the local Main Street Program.
12. Pay to MMSC \$12,320 which equals forty percent (40%) of the total cost of \$30,800 for the extensive on-site technical assistance and training provided by MMSC. THIS PAYMENT IS A CONDITION PRECEDENT TO MMSC'S OBLIGATIONS ENUMERATED IN SECTION 2 BELOW. Community acknowledges and understands that MMSC does not offer financial grants to the Community, and that this Agreement constitutes a cost share agreement between MMSC and the Community for MMSC's assistance and training for the implementation of a local Main Street Program in the geographical location of the Community. The Community's cost share payment is non-refundable, except in accordance with Section 6 below.

Section 2: Obligations of MMSC. MMSC shall:

1. Supervise all communications with the Community, state government agencies, and the National Main Street Center, as they relate to the local Main Street Program.
2. Provide up to four (4) on-site or virtual service and training visits as outlined in the Community Empowerment Grant program. These services will range from a Town Hall meeting with the community, Board trainings, and Strategy Identification and Development. Services will also include gathering demographic and market information, implementation development and Main Street Approach™ training.
3. Provide opportunities annually, including the annual Missouri state conference, for the local Main Street Board of Directors, committee members, and other volunteers in the Community to attend off-site or virtual educational workshops and conferences covering a variety of revitalization topics and to take advantage of networking opportunity with other Main Street participants. Community understands and acknowledges that it must undertake the cost of registration, travel, lodging, and meals for these events.
4. Provide information to the Community for attendance at the National Main Street Conference to gain additional training and networking opportunities with other Main Street participants. If the Community chooses to attend the National Main Street Conference, it will count toward satisfying the attendance requirement stipulated in Section 1.5.
5. Provide consultation by phone, on a continuing basis, to the Main Street Program's Board of Directors and staff.
6. Provide access to the MMSC Resource Library throughout the two (2) year period of this Agreement.
7. Assist the Community's Board and staff in formulating a Board Manual and Employee Manual.
8. Provide two (2) years of free MMSC membership to the Community, which membership entitles anyone in the Community who is affiliated with the local Main Street Program, as identified by the authorized contact of the Community, to receive discounts on the MMSC off-site workshops/conference fees.

9. Provide periodic press releases to the media about the Community's progress with revitalization efforts pertaining to its Main Street Program.
10. Cover an amount of \$18,480 which equals sixty percent (60%) of the total cost of \$30,800 for the extensive on-site technical assistance and training provided by MMSC to the Community.

Section 3: On-Site Service Visits.

1. Community understands that MMSC on-site or virtual service visits require attendance of at least eighty percent (80%) of the Community's Board members and/or committee members, and that each person must commit to attending at least forty-eight (48) hours before the scheduled event.
2. Community further understands that MMSC reserves the right to cancel on-site service visits if this requirement is not met. The Community is responsible for scheduling a location for these meetings and undertaking any cost of securing the meeting room, furnishings, and beverage service during the event.

Section 4: Breach or Other Failure to Fulfill Obligations.

1. If the Community fails to fulfill its obligations under this agreement in a timely and proper manner, or if the Community violates any terms of this agreement, MMSC shall have the right to terminate this agreement and withhold further services by giving the community thirty (30) days written notice.
2. MMSC may determine that a Community's failure to fulfill its obligations does not warrant termination in which case a Community may be put on probationary status which means that some or all of MMSC's services may be withheld until specific corrective action has been taken by the Community.

Section 5: Term of Agreement.

The term of this Agreement shall be for two (2) years, beginning on the date the following two conditions precedent have been satisfied: (a) execution of this Agreement by all parties; and (b) payment of the 40% cost share by the Community to MMSC. This Agreement may be extended or revised only with the approval of the MMSC Board of Directors and the President of the Board of the Community's Main Street Program. At the end of the Community Empowerment Grant services, the organization will sign an Affiliate tier agreement.

Section 6: Change in Status of Federal or State Program.

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 two (2) year period are not forthcoming or insufficient, either through the failure of the State of Missouri to appropriate funds for continuation of the contractual agreement with the National Trust 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 or terminate this Agreement without penalty by giving the Community not less than sixty (60) days written notice, and the unused funds for services paid by the Community for the period remaining shall be refunded.

Section 7: Modification.

The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement of the parties hereto. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 8: Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 9: Entire Agreement.

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties.

Section 10: Waiver of Contractual Right.

The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or limitations of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT

(Name of City)

By: _____
[signature, Mayor or other officer]

DATE: _____

ATTEST:

(signature)

DATE: _____

(print name)

(name of the organization)

NOTARY SEAL:

STATE OF MISSOURI)
COUNTY OF _____) ss.

On this ____ day of _____, 20____, before me personally appeared _____, to me known, who being by me duly sworn, did say that he/she is the _____ of the City of Nevada, of Nevada, Missouri a registered corporation in the State of Missouri, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

MISSOURI MAIN STREET CONNECTION

By: _____
Gayla Roten, State Director

DATE: _____

NOTARY SEAL:

STATE OF MISSOURI
COUNTY OF TANEY.

On this ____ day of _____, 20 ____, before me personally appeared Gayla Roten, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say she is the State Director of Missouri Main Street Connection, Inc., a Missouri non-profit corporation, and acknowledged said instrument to be her free act and deed and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:
