



This agreement is entered into and executed by Main Street South Carolina (hereinafter referred to as "MSSC") and the **City of Hartsville** (hereinafter referred to as the "city").

Whereas, MSSC is a service offered through and administered by the Municipal Association of South Carolina which provides technical assistance and training to MSSC member communities;

Whereas, this agreement is for the purpose of the local program continuing to participate in MSSC, being designated as an accredited MSSC program and being eligible to use the name Main Street™, and

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

Please read thoroughly and *initial where indicated*.

Section I: The Local Program Agrees To:

Initial:

- ____ 1. Employ a Program Coordinator who will be responsible for the day-to-day administration of the Main Street Program. In the event the manager's position is vacated during the term of this agreement, the local program agrees to fill the position within ninety (90) days, and to send the manager to training designated by MSSC as soon as the position has been filled.
- ____ 2. Expend funds and furnish in-kind services for continuation of the Main Street Program, including but not limited to maintaining a full-time office with the necessary travel and operating budget for the local program. A copy of the local program's current Main Street Program budget is required.
- ____ 3. Implement a comprehensive approach to downtown revitalization following the **Four Point Approach™** methodology recommended by the National Main Street Center and Main Street South Carolina. This implementation includes the development of annual written work plan for the local Main Street Program and the establishment of a strong, broad-based organizational system to include but not be limited to Organization, Promotion, Design and Economic Development. These Four Points are the impetus for accomplishing transformation strategies.
- ____ 4. Concentrate the Main Street Program activities within the boundaries that are designated by the local program. This may include entryways and approaches to the Main Street district, as well as neighborhoods with housing and commercial strips, as they may affect the Main Street District.
- ____ 5. If the local program is a non-profit, file all applicable IRS forms in accordance with state and federal taxation laws.
- ____ 6. Maintain data for monitoring the progress of the Main Street Program, submit monthly progress and

statistical reports using formats provided by MSSC, and provide other information requested by MSSC on or before the identified deadlines.

- ___ 7. Authorize and support the local program manager's attendance and participation in Main Street Manager meetings scheduled four (4) times each year. The local program shall be responsible for the manager's travel costs and expenses associated with these meetings. If the program manager cannot attend, another program representative should attend.
- ___ 8. Promote and encourage local committee and board member attendance at local, state and national training opportunities, as identified by MSSC.
- ___ 9. Ensure that at least sixty percent (60%) of persons designated to participate in any MSSC on-site services confirm attendance at least 48 hours before the scheduled event. MSSC reserves the right to reschedule said on-site service if this requirement is not met.
- ___ 10. Assist in local arrangements during on-site and public relations visits to the local program, as requested by MSSC.
- ___ 11. Maintain an active membership and current fee-paid status in Main Street South Carolina, participating at the Main Street Program membership level; Agree to acknowledge being an official South Carolina Main Street city and membership in MSSC on all printed and electronic materials, (i.e. websites, newsletters and brochures). Logo specifications are provided by MSSC.
- ___ 12. Pursuant to the National Main Street Center Coordinating Program Licensing Agreement, Main Street South Carolina, as a licensee, can sublicense the use of the Trademarks (excluding the NATIONAL TRUST FOR HISTORIC PRESERVATION mark, the use of which cannot be delegated or sublicensed) only to Local Programs within Main Street South Carolina's service area that have been designated and which are an active Designated MAIN STREET AMERICA member in good standing (all dues paid and appropriate eligibility criteria met). **A Sublicense Agreement must be obtained from Main Street South Carolina.**
- ___ 14. Maintain broad-based local program support demonstrated by the public and private sector, financial contributions and in-kind or volunteer support.
- ___ 15. With the assistance of MSSC, develop and implement a local program work plan which includes goals and measures. The work plan must be completed within the first two months of each year. Copy to be provided to MSSC.

Section II: MSSC Agrees To:

1. MSSC will serve as a central point of contact and will facilitate communication between the local program, MASC, state government agencies and the National Main Street Center, as they relate to the local Main Street Programs and the efforts of downtown revitalization in South Carolina.
2. Training on the Main Street **Four Point Approach™** will be offered for program managers, board members, committee members and government representatives from Main Street communities. MSSC will provide all necessary materials related to training.
3. Provide one on-site training session each year during the Classic phase with the local program for

development of goals, objectives and annual work plan. MSSC will also provide guidelines and other materials designed to assist in the educational process. Additional trainings and on-site visits will be at the expense of the local program including mileage, meals (and lodging if necessary).

4. Conduct quarterly meetings and/or workshops to further develop and refine the skills of the program managers, board members, committee members, other volunteers and local government representatives.
5. In coordination with MASC's Advocacy and Communication Department, facilitate and promote ongoing press coverage of Main Street South Carolina and its individual local programs.
7. Provide phone consultations as needed to evaluate the program's progress at six-month and one-year marks and aid the local program in deciding the direction of the program in the next six months/one year.

Section III: MSSC and the local program jointly agree that:

1. The term of this agreement shall be effective _____, 2019 with automatic renewals unless terminated by either party upon 60 days written notice.
2. Notwithstanding any other provisions of this agreement, if funds for fulfillment of the obligations contained in this agreement are not appropriated and available for payment to MSSC, notice must be given to MSSC immediately.
3. Should a local Main Street program fail to comply with the provisions of the Classic Memorandum of Agreement (in part or in whole), the MSSC Manager will work with the local program manager to correct any failures. MSSC reserves the sole right to cancel this agreement if violations of the terms of the MOA persist.
4. Each party will carry limits of general, automobile and public official's liability insurance adequate to satisfy the requirement of the SC Tort Claims Act (Section 15-78 of the South Carolina Code of Laws).
5. Each party will carry workers' compensation and employers' liability coverage on its employees.
6. To the extent permitted by law, agree to jointly hold each other harmless for any activities of the other including but not limited to general liability, automobile liability, worker's compensation and employer's liability.

WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

By: _____
AUTHORIZED MUNICIPAL REPRESENTATIVE LOCALITY _____
Name (printed): _____ Date signed: _____

MSSC MANAGER or point of contact Date signed: _____

****If local program is a nonprofit, include signature of the board president****

By: _____
PRESIDENT/BOARD CHAIRPERSON NAME OF SPONSORING ORGANIZATION _____
Name(printed): _____ Date signed: _____

CHECKLIST for the Memorandum of Agreement and Enclosures

- _____ 1. The Classic Memorandum of Agreement, signed and dated by all parties.
- _____ 2. A completed Main Street Survey (see below).
- _____ 3. A completed South Carolina Main Street Contact Information Sheet (see below).
- _____ 4. A copy of the local program's current Main Street Program Budget
- _____ 5. A copy of the local program's Program of Work and/or goals for 2019 (if completed)
- _____ 6. A complete list of local board members, including name, address, email address and telephone numbers.
- _____ 7. Dues payment for 2019.

MAIN STREET MANAGER REMINDERS:

- 1. Main Street Managers **MUST** attend all Manager Trainings, **OR SEND** a representative from the local program.
- 2. Main Street Managers must submit a completed Monthly Report to MSSC within fifteen (15) days of the end of each month.

Please submit all required additional materials by March 20, 2019 to:

Main Street South Carolina
P.O. Box 12109
Columbia, SC 29211

MAIN STREET SOUTH CAROLINA
Local Contact Information

PLEASE PRINT OR TYPE

MAIN STREET MANAGER Name: _____

Beginning year as Main Street Manager: _____

Beginning year of your Main Street Program: _____

Email address: _____

Web site address: _____

Office telephone: _____

Cell phone: _____

Mailing Address: _____

Physical address: _____

Social Media addresses:

Main Street South Carolina Local Program Survey

Please complete the following. **The information requested below will be kept confidential and used only for statistical study in the MSSC office.**

City Name: _____

Population: _____

Structure of Program - Please check all that apply:

- Stand-Alone Main Street Program
- Cityprogram
- 501 c-3
- 501 c-6
- Other (please clarify): _____

City Funding amount: \$ _____

County Funding amount: \$ _____

Grant Funding amount(s): \$ _____
Include sources

Program Budget: \$ _____

Manager Yearly Salary: \$ _____