

Texas Main Street Locally Designated Program 2016 Contract

I. PARTIES TO THE CONTRACT

This contract and agreement concerning **Seguin Main Street Program** is entered into this first day of January 2016 between the **Seguin Main Street Program** and the Texas Historical Commission Texas Main Street Program (hereinafter referred to as TMSP).

II. SERVICES TO BE PERFORMED BY TMSP

- A. **Professional development.** The Main Street manager/assistant will attend two Main Street/preservation-specific professional development opportunities in their entirety per year from the list below. Professional development is a scored category in the annual report (see section III.D.8, 9.).
1. TMSP Basic Training (Jan. 26–27, 2016, Georgetown). Required for new managers.
 2. TMSP Winter Professional Development for all managers (Feb. 10–12, 2016, Location TDB).
 3. TMSP Basic Training (Date/Location TDB). Required for new managers who did not attend Basic Training in January.
 4. TMSP Summer Professional Development. (Date/Location TDB).
 5. Texas Downtown Association/Texas Main Street Annual Conference (Nov. 8–11, 2016, Killeen).
 6. National Main Street Conference (May 22–25, 2016, Milwaukee, Wisconsin).
 7. National Preservation Conference of the National Trust for Historic Preservation (Date/Location TDB).

If necessary, experienced managers may substitute non-Main Street specific, relevant professional development for one of the above events with prior approval of the TMSP office.

If a replacement manager is hired who has not previously attended Main Street basic training, the manager is required to attend one series of Basic Training/Professional Development (#1-2 and/or #3-4). A \$500 stipend is charged to the sustaining city for this training series.

To help ensure an effectively-functioning local program, local program boards/volunteers are encouraged to attend any TMSP educational opportunity. No stipend is charged for their participation.

- B. **Brand and Network.** This Contract for Services constitutes recognition of your city as an official Texas Main Street program and allows use of the National Main Street Center brand (see “Name Use Policy” at www.mainstreet.org). If participation ceases, the local program may no longer use the term ‘Main Street’ to describe the program. Designation allows full participation in the TMSP network including the Texas Main Street manager electronic listserv and the professional development opportunities noted above.

- C. **On-site visits/technical expertise.** All professional services of the TMSP office are available to designated programs in good standing, including those provided through site visits to address design, economic development and organizational/program capacity issues. Services may include, but are not limited to: façade renderings/technical reports, preservation and historic building expertise by licensed architects and other design professionals; business development and funding advice, board training/program capacity-building and strategic planning.
- D. **Securing a Main Street Manager.** Should a replacement manager be needed, the TMSP can assist with all elements of the hiring process, including creating job descriptions, job posting and interviewing.

III. **RESPONSIBILITIES OF THE Seguin Main Street Program**

- A. **Staffing. Seguin Main Street Program** shall employ a full-time paid program manager who will attend at least two professional development segments as outlined in section II.A. The full-time Main Street position is required for the first three years in the program. If necessary, a small-city program may split the position after the first three years so that the manager may also have specific economic development, tourism or other relevant duties. The position must still remain full time. The local program should move forward in an efficient manner to fill a manager vacancy and the state coordinator should be kept apprised of progress in filling vacancies. An urban program shall additionally employ a full-time assistant program manager who should also participate in the aforementioned professional development.
- B. **Funding.** Regardless of whether the program functions as a non-profit or within local government, **Seguin Main Street Program** shall continually demonstrate financial commitment and an ability to fund the program to the satisfaction of the TMSP.
- C. **Commitment. Seguin Main Street Program** agrees to adopt and commit to the national Main Street strategy consisting of the following ten criteria:
 - 1. **Broad-based support for the downtown revitalization process.** The goal is for public and private sectors to understand, be philosophically committed to and commit the maximum resources possible to achieve commercial district revitalization.
 - 2. **Be vision and mission driven.** The vision crystallizes the organization's long-term hopes and the mission provides purpose and direction.
 - 3. **Strategic Plan of Work/Plan of Action.** The program shall operate under a comprehensive work or action plan that provides a blueprint for activities, reinforces accountability and measures success.
 - 4. **Historic preservation ethic.** Historic preservation includes processes for rehabilitating, renovating and restoring older commercial buildings in addition to land use and planning policies that encourage full use of the existing commercial centers and which removes barriers to revitalizing the historic Main Street district. Effective local programs keep abreast of potential and existing activity impacting the physical character of the district involving historic buildings, new construction, public spaces

and infrastructure. Local programs should seek the advice of the TMSP design staff for projects in the Main Street district.

5. **Active volunteers.** Active involvement of and leadership by a board and committee or task volunteers is critical. Board and volunteers should also understand and abide by the Main Street organizational model that differentiates between the roles of volunteers and the program manager.
6. **Adequate operating budget.** To be successful and achieve sustainability, a Main Street Program must have the financial resources necessary to carry out its work plan.
7. **Program Manager.** As outlined in III.A above.
8. **Ongoing education for staff and volunteers.** Outlined in section I.A.
9. **Reporting.** To measure progress, the local program will track statistics such as reinvestment and job/business creation and report them to the state office the 10th of the month following the end of each calendar quarter. Monthly activity reports to track specific goal-based activities are submitted to the TMSP office by the 10th of each month for the previous month. Even if there has not been activity in a month or quarter, the local program will still submit a report noting such. Submission of a Ten Criteria annual report is also required. A local program can be placed on probation, which can result in the suspension of TMSP services, for any of the following reasons:
 - a. Failure to submit an annual Ten Criteria report;
 - b. Failure to achieve Ten Criteria objectives more than two years in a row;
 - c. Failure to submit monthly reports for more than four consecutive months;
 - d. Failure to submit reinvestment reports for more than two consecutive quarters;
 - e. Failure to abide by this Letter of Agreement.

The local program will work with the state coordinator or delegate to overcome these deficiencies. Program termination via decision of a committee comprised of at least two TMSP staff and the division director of the Texas Historical Commission's Community Heritage Development Division is possible if a local program does not exhibit a reasonable attempt toward overcoming deficiencies.

10. **National Main Street membership.** A local program will budget for and membership in the National Main Street Center.

IV. **CONTRACT AMOUNT**

Seguin Main Street Program shall pay the Texas Historical Commission (THC) a stipend in the amount of **\$535** to defray cost of staff time and expenses for services provided to **Seguin Main Street Program**.

V. **BASIS FOR CALCULATING PAYMENTS**

Payment shall be made to the THC upon execution of this contract in one lump sum of **\$535**.

VI. **TERMINATION**

Either party shall have a right to terminate and bring to an end all performances to be rendered under this contract by notifying the other party in writing at least ten (10) days in advance of the termination date (also see Section III.C.9. of this contract).

VII. CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this contract shall be in writing and signed by both parties.

The term for this Contract for Services for the **Seguin Main Street Program** is Jan. 1, 2016 to Dec. 31, 2016. The appropriate stipend (attached invoice) is due Jan. 31, 2016.

THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL PERFORMANCE OF THIS CONTRACT.

_____ Date: _____
Authorized Signature
(City Manager, Mayor, or Board Chair)

Signer title: _____

Signer printed name: _____

_____ Date: _____
Debra Drescher, State Coordinator
Texas Main Street Program

_____ Date: _____
Mark Wolfe, Executive Director
Texas Historical Commission

Joe Thrash, Assistant Attorney General
State of Texas
Approved as to legal form only