

**A RESOLUTION BY THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING THE TERMS, PROVISIONS, AND CONDITIONS OF A CONTRACT BETWEEN ST. JOHNS COUNTY AND HASTINGS MAIN STREET, INC. AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE CONTRACT.**

**NOW THEREFORE, BE IT RESOLVED BY THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS:**

**WHEREAS**, Hastings Main Street, Inc. (HMS) is an organization dedicated to enhancing, promoting, and preserving the historic character and economic vitality of the Hastings Downtown Area by implementing the Florida Main Street program for the benefit of Hastings businesses, residents, and visitors; and

**WHEREAS**, HMS has established goals, consistent with those identified in the County's general Strategic Plan and Economic Development Strategic Plan, for the promotion of the Hastings Downtown Area to the public; and

**WHEREAS**, the COUNTY wishing to work in partnership with HMS to coordinate the marketing/promotion and economic development needs of the Hastings Downtown Area and in communicating with the public and local businesses; and

**WHEREAS**, the COUNTY wishes to extend support to HMS for the fiscal year 2024-2025 ending September 30, 2025 to provide services to the Hastings Downtown Area consistent with the approved Main Street Business Plan; and

**WHEREAS**, HMS has additional resources available through the Community Foundation, local financial institutions, and the Florida Main Street program to assist in the development and promotion of St. Johns County and the Hastings Downtown Area.

**NOW, THEREFORE**, be it resolved by the St. Johns County Board of County Commissioners:

**Section 1. Incorporation of Recitals.**

The above recitals are incorporated by reference into the body of this resolution, and such recitals are adopted as findings of fact.

**Section 2. Approval and Authority to Execute.**

The St. Johns County Board of County Commissioners hereby approves the terms and conditions of the attached Contract and authorizes the County Administrator, or designee, to execute the contract substantially in the same form as attached.

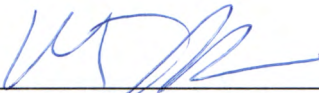
**Section 3. Correction of Errors.**

To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

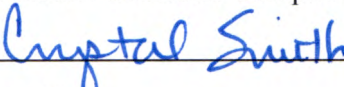
**PASSED AND ADOPTED** by the St. Johns County Board of County Commissioners this 17<sup>th</sup> day of December, 2024.

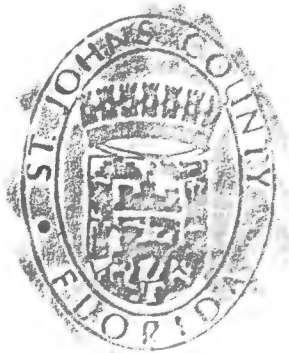
Rendition Date DEC 17 2024

ST. JOHNS COUNTY BOARD OF  
COUNTY COMMISSIONERS

By:   
Krista Joseph, Chair

ATTEST: Brandon J. Patty, Clerk  
of the Circuit Court and Comptroller

By:   
Deputy Clerk



**CONTRACT BETWEEN  
ST. JOHNS COUNTY, FLORIDA  
AND  
HASTINGS MAIN STREET**

**THIS CONTRACT** is entered into between St. Johns County (the County), a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, and Hastings Main Street, Inc., (HMS), a not-for-profit corporation organized and existing under the laws of the State of Florida, whose physical and mailing address is PO Box 16, Hastings, Florida 32145.

**RECITALS**

**WHEREAS**, HMS is an organization dedicated to enhancing, promoting, and preserving the historic character and economic vitality of the Hastings Downtown Area by implementing the Florida Main Street program for the benefit of Hastings businesses, residents, and visitors; and

**WHEREAS**, HMS has established goals, consistent with those identified in the County's general Strategic Plan and Economic Development Strategic Plan, for the promotion of the Hastings Downtown Area to the public; and

**WHEREAS**, the COUNTY wishing to work in partnership with HMS to coordinate the marketing/promotion and economic development needs of the Hastings Downtown Area and in communicating with the public and local businesses; and

**WHEREAS**, the COUNTY wishes to extend support to HMS for the fiscal year 2024-2025 ending September 30, 2025 to provide services to the Hastings Downtown Area consistent with the approved Main Street Business Plan; and

**WHEREAS**, HMS has additional resources available through the Community Foundation, local financial institutions, and the Florida Main Street program to assist in the development and promotion of St. Johns County and the Hastings Downtown Area.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth below, the parties agree as follows:

**Section 1. Effect of Recitals.**

The above recitals are incorporated into the body of this Contract, and said recitals are adopted as findings of fact.

**Section 2. Headings.**

All sections and descriptive headings of sections noted in this Contract are inserted for the convenience of the parties only and shall not affect or control interpretation of this Contract.

**Section 3. Severability.**

If any part of this Contract, or any application thereof to any person or circumstance, is declared void, unconstitutional, or invalid for any reason, then such part, or the proscribed application thereof, shall be severable, and the remainder of this Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force and effect.

**Section 4. Compliance with Local, State, and Federal Rules, Regulations, and Laws.**

Both the COUNTY and HMS shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal governments in their performance under this Contract.

**Section 5. Governing Law and Venue.**

This Contract shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be in St. Johns County, Florida.

**Section 6. Contract Term.**

The term of this Contract shall begin on January 1, 2025 and shall terminate on September 30, 2025 unless otherwise extended or terminated as provided for herein.

**Section 7. Independent Contractor Relationship.**

HMS shall be an independent contractor with respect to its performance of the Services provided under this Contract and not an employee, agent, or official of the COUNTY. HMS shall exercise control and discretion over the means and manner in which it performs the work that is set forth in this Contract. Except as specifically provided in this Contract, HMS is not authorized to act on behalf of the COUNTY or to bind the COUNTY in any manner whatsoever to any promise, agreement, or representation. The COUNTY is not authorized to act on behalf of HMS or to bind HMS in any manner whatsoever to any promise, agreement, or representation.

**Section 8. Amendment of Contract.**

Both the COUNTY and HMS acknowledge that this Contract constitutes the complete agreement and understanding of both parties. Any modification, revision, or amendment to this Contract shall be in writing and executed by duly authorized representatives of both the COUNTY and HMS.

**Section 9. Assignment of Contract.**

In light of the scope and rationale for this Contract, neither the COUNTY nor HMS may assign, transfer, or sell any of the rights noted in this Contract without the express written approval of the other party. Notwithstanding any other provision contained herein, should either the COUNTY or HMS assign, transfer, or sell any of the rights noted in this Contract without such prior expressed written approval of the other party, then such action shall result in the automatic termination of this Contract, without further notice or action required on the part of the other party.

**Section 10. Termination of Contract.**

This Contract may be terminated without cause upon either the COUNTY or HMS providing at least thirty (30) days advance written notice to the other party of such notice of termination without cause. Such written notification shall indicate that either the COUNTY or HMS intends to terminate this Contract within thirty (30) days of the date of notification or as of the date provided in the notification, whichever is later.

This Contract may be terminated with cause upon either the COUNTY or HMS providing at least fifteen (15) days advance written notice to the other party of such notice of termination for cause. Such written notification shall indicate the exact cause for termination and the effective date of termination, unless, prior to the termination date, the party seeking termination for cause provides an opportunity to cure/ correct the condition as specifically provided in the written notice described in this Section.

Cause for termination of this Contract may include, but is not limited to, one of the following conditions:

- a) Assignment of this Contract by either party without the prior written approval/ consent of the other party;
- b) Material failure by either party to comply with one or more terms, provisions, conditions, requirements, or obligations noted in this Contract;
- c) Failure by the COUNTY to budget for the services and expenses noted in this Contract;
- d) An exhaustion of funds for the services and expenses noted in this Contract without approval of a subsequent increase in the amount of funds budgeted for services and expenses noted in this Contract; or
- e) A subsequent change to State law that would prohibit the COUNTY and HMS from entering into or continuing this Contract.

**Section 11. Scope of Services.**

- a) HMS shall utilize the workplan submitted to the Florida Main Street Program, attached hereto as *Exhibit "A"* and incorporated herein, to provide services in support of economic development within the Hastings Downtown Area, specifically in the areas of:
  - i) Communications & Government Relations;
  - ii) Local, Regional, and State-wide Promotion; and,
  - iii) Economic Vitality
- b) HMS shall maintain up-to-date information for use by prospective new businesses on downtown demographics, traffic counts, populations, and vacant properties for lease or sale.
- c) HMS shall market current downtown businesses to the local community as well as to neighboring cities and counties through social media, print media, and websites.
- d) HMS shall evaluate the need for minor business assistance grants, for small, one-time purchases such as signage, façade improvements, etc.
- e) HMS shall work with St. Johns County staff, including the St. Johns County Economic Development Office, and the St. Johns County Chamber of Commerce to recruit new businesses within the Hastings Downtown Area and to help make their experience pleasant and successful.

- f) HMS shall develop and conduct a wide variety of monthly and seasonal events designed to attract diverse demographic groups and enhance the appeal of the Hastings Downtown Area.
- g) HMS shall seek to develop and implement beautification programs within the Hastings Downtown Area, including, but not limited to, Main Street banners, community murals, etc.
- h) HMS shall promote the history of the Hastings Downtown Area through all available resources, including, but not limited to, historic markers, historic tours, and public art displays.
- m) HMS shall provide quarterly reports, utilizing the template required by the Florida Main Street Program. The report shall be provided to the COUNTY via the Economic Development Department prior to any release of funds for the appropriate quarter. The COUNTY reserves the right to request additional information relevant to HMS's performance of its responsibilities under this Contract. The first quarterly report submitted under this Contract shall contain a report or reports of all activities performed prior to January 1, 2025.

#### **Section 12. County Responsibilities.**

- a) The COUNTY shall provide funding in **an amount not to exceed twenty-eight thousand five hundred (\$28,500.00)** for HMS to implement a Florida Main Street Program providing the services set forth in Section 11 above (the Services) for the benefit of the Hastings Downtown Area. Funding shall be provided on a quarterly basis as set forth in Section 13 below. The funds shall be utilized during the period January 1, 2025 to September 30, 2025.

It is strictly understood by the parties that HMS is not entitled to the above-noted amount of compensation as a matter of right. Rather, compensation is based upon HMS's satisfactory performance of the Services in accordance with the provisions of this Contract. If HMS is not in compliance with any provision of this Contract, and upon written notice to HMS of such noncompliance, the COUNTY may withhold payment of compensation until HMS comes into compliance with this Contract.

- b) The COUNTY through the Economic Development Department shall coordinate with the HMS Executive Director, or designee, for the purpose of fulfilling the duties and tasks referenced in Section II of the Letter of Agreement between the State of Florida's Florida Main Street Program and HMS, attached hereto as *Exhibit "B"* and incorporated herein.

#### **Section 13. Billing/ Invoicing Schedule and Payment.**

Payment to HMS shall be made on a reimbursement basis. To the extent that (1) HMS is not in violation of any material aspect of this Contract; and (2) this Contract has not been terminated, then for the effective term of this Contract, HMS may submit a request for reimbursement to the County to by the 15th day of each month. The request for reimbursement shall include a detailed written report of the Services accomplished and the expenses incurred in connection with the Services during the reporting period.

To be eligible for reimbursement under this Contract, expenses must be necessary and reasonable for the effective and efficient accomplishment of the Services. The first request for reimbursement submitted under this Contract may contain all expenses incurred from October 1, 2024 through the last day of the month preceding the request for reimbursement. Subsequent requests for reimbursement may contain only expenses incurred during the calendar month preceding the request for reimbursement.

Although there is no billing form or format pre-approved by the COUNTY, bills/invoices submitted

by HMS shall include a detailed report of the work performed in connection with the Services. The COUNTY may return a bill/invoice from HMS and request additional documentation or information. Under such circumstances, the timeframe for payment will be extended by the time necessary for the County to receive a verified bill/invoice.

Unless otherwise notified, bills/invoices should be delivered to:

Economic Development Office  
500 San Sebastian View  
St. Augustine, Florida 32084

The Economic Development Director, or their designee, shall certify that HMS is in compliance with the terms of this Contract prior to any bill/invoice being processed for payment by the COUNTY. Upon receipt of HMS's bill/invoice and certification by the Economic Development Director, or their designee, the COUNTY shall process the bill/invoice and forward payment to HMS within thirty (30) days of certification.

**Section 14. Insurance.**

HMS shall secure and maintain for the duration of this Contract, any and all insurance coverage (including general liability, automobile liability insurance, if vehicles are used in connection with completing the Services, and workers' compensation and professional liability insurance), as required by State law or St. Johns County policy in no less than the minimum amounts as set forth in *Exhibit "C"*. Failure to maintain any and/or all required insurance shall result in the automatic termination of this Contract, without the necessity of providing any further written notification of termination.

**Section 15. Indemnification.**

HMS shall indemnify, defend, and hold the COUNTY harmless from all claims, losses, costs (including attorney's fees and other costs associated with litigation, regardless of whether such costs are taxable as attorney's fees) associated with arising directly or indirectly out of any negligent, reckless, or intentional act or omission of HMS or its officers, employees, or agents in connection with this Contract. This provision relating to indemnification is separate and apart from, and is in no way limited by, any insurance provided by HMS pursuant to this Contract or otherwise.

**Section 16. Confidential Information and Public Records.**

It is expressly understood that, from time to time, either party may be privy to certain confidential information, as defined by Florida law, regarding expansion of existing businesses; re- location of new businesses; hiring/increasing/adding personnel/ employees to new or existing businesses located within St. Johns County; or development of retail, industrial, professional or manufacturing opportunities designed to attract financial investment or jobs. Third parties may provide such information either to the COUNTY, or to HMS, or to both parties in conjunction with the Services and the activities described herein. All such information shall be held in confidence as specifically requested by any third party, subject to applicable local, state, and federal law. To the extent that HMS has information related to the Services and activities described herein that is not confidential as defined, then HMS will promptly provide such information to the COUNTY upon request.

It is further understood that the access to, disclosure, non-disclosure, cost of reproduction and exemption of records, data, documents, and/or materials, associated with this Contract may be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and any other applicable local, state or federal law. Access to such public records, may not be blocked, thwarted,

and/or hindered by placing the public records in the possession of a third party or an unaffiliated party.

In accordance with Florida law, to the extent that HMS's performance under this Contract constitutes an act on behalf of the COUNTY, HMS shall comply with all requirements of Florida's public records law. Specifically, if HMS is expressly authorized, and acts on behalf of the COUNTY under this Contract, **HMS** shall:

- Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the Services;
- Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records related to this Contract that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Contract and following completion of this Contract if HMS does not transfer the records to the COUNTY; and
- Upon completion of this Contract, transfer, at no cost, to the COUNTY all public records in possession of HMS or keep and maintain public records required by the COUNTY to perform the Services.

If HMS transfers all public records to the COUNTY upon completion of this Contract, HMS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If HMS keeps and maintains public records upon completion of this Contract, HMS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the COUNTY's information technology systems.

Failure by HMS to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Contract by the COUNTY.

**IF HMS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**500 San Sebastian View  
St. Augustine, FL 32084  
(904) 209-0805  
[publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

**Section 17. Review of Records.**

As a condition of entering into this Contract, and to ensure compliance, especially as it relates to any applicable law, rule, regulation, or policy, HMS authorizes the COUNTY to examine, review, inspect, and audit the books and records of HMS in order to determine whether compliance has been achieved with respect to the terms of this Contract. It is specifically noted that HMS is under no duty to provide access to documentation that is not related to this Contract or that is otherwise protected by applicable County, State, or



Federal law.

**Section 18. Discrimination.**

HMS shall conform to the following Equal Employment Opportunity Statement:

No person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole, or in part, with funds made available by the COUNTY.

**Section 19. Waiver.**

The failure of either the COUNTY or HMS to object or to take affirmative action with respect to any conduct of the party which is in breach or violation of the terms of this Contract shall not be construed as a waiver of such violation or breach, or waiver of any future violation, breach, wrongful conduct, or omission.

**Section 20. Notices.**

All Official Notices to the COUNTY shall be delivered either by hand (receipt of delivery required), or by certified mail to:

County Administrator  
500 San Sebastian View  
St. Augustine, Florida 32084

With a copy to both:

Economic Development Office  
500 San Sebastian View  
St. Augustine, Florida 32084

County Attorney  
500 San Sebastian View  
St. Augustine, Florida 32084

All Official Notices to HMS shall be delivered either by hand (receipt of delivery required), or by certified mail to:

Jena Dennis, Chair, HMS  
105 S Ponce de Leon Blvd.  
St. Augustine, FL 32084

Leonard Freeman, Treasurer HMS  
134 Piece St.  
E. Palatka, FL 32131

HMS Executive Director  
Hastings Main Street, Inc.  
P.O. Box 16 (138 N Main Street)

Hastings, FL 32145

An Official Notice is any notice provided pursuant to Section 10 of this Contract. All other correspondence not classified as Official Notices may be delivered, disseminated, and/or submitted by any means acceptable to both parties, specifically including faxing or e-mailing. It is expressly acknowledged by both parties that text messaging is not an acceptable means of correspondence for the purposes of this Contract.

**Section 21. Authority to Execute.**

Each party covenants to the other party that it has lawful authority to enter into this Contract and has authorized the execution of this Contract by the party's authorized representative.

**Section 22. Survival.**

It is expressly noted that the following provisions of this Contract, to the extent necessary, shall survive any expiration, suspension, termination, cancellation, revocation, or non-renewal of this Contract, and therefore, shall be both applicable and enforceable beyond any expiration, suspension, termination, cancellation, revocation, and/or non-renewal of this Contract: (a) Section 4 (Compliance with Local, State, and Federal Rules, Regulations, and Laws); b) Section 5 (Governing Law and Venue); c) Section 9 (Assignment of Contract); d) Section 13 (Billing/Invoicing Schedule and Payment); e) Section 15 (Indemnification); f) Section 16 (Confidential Information and Public Records); g) Section 17 (Review of Records); and h) Section 20 (Notices).

*{The remainder of this page was intentionally left blank. Signatures to follow.}*

IN WITNESS WHEREOF, the parties have executed this Contract on the date and year below written:

**St. Johns County**

**Hastings Mainstreet Inc.,**

By: \_\_\_\_\_

By: \_\_\_\_\_

Joy Andrews, County Administrator

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Legal Review as to Sufficiency:

By: \_\_\_\_\_

Deputy County Attorney

Date: \_\_\_\_\_

ATTEST: Brandon J. Patty, Clerk of the Circuit Court and Comptroller

By: \_\_\_\_\_

**EXHIBIT "A" -- Workplan submitted to the Florida Main Street Program**



# Hasting Main Street, Inc.

*"Watch us grow!!"*

**Mission:** To empower all supporters of small town values to preserve, protect and improve the historic Hastings Town District and surrounding communities.

**Vision:** To create a vibrant and vital downtown Hastings by activating vacant and underutilized spaces to support local businesses, maintain historic rural character, and create a "welcoming" environment for all residents and visitors.

## COMMUNICATIONS AND GOVERNMENT RELATIONS GOALS:

Communications – 1.0 Enhance ongoing community relationships with farmers, governmental groups, residents and other organizations for community improvements.

### OBJECTIVES: *(what)*

- \* To ensure residents & farmers are not threatened with adverse growth.
- \* To educate all on the value of historic preservation & sense of place for Hastings.
- \* To ensure property maximum tax advantages are offered to area residents.

### STRATEGIES: *(how)*

- \* Communicate by letter/email to all farmers & residents re: events/plans.
- \* Promote via email homestead exemption opportunities for residents.
- \* Provide tax credit information for historic properties as appropriate to owners.

### ACTION TIMELINE: *(when)*

- |                                      |                  |
|--------------------------------------|------------------|
| 1 Issue email campaigns and letters. | Feb 2024         |
| 2 Contact residents and inform.      | Mar 2024/ongoing |

## PROMOTIONS GOALS:

Promotions – P. 1.0 Enhance quality of life in the Hastings and surrounding area raising cultural awareness.

### OBJECTIVES: *(what)*

- \* To promote the area businesses and cultural activities.
- \* To work toward Trail Town designation.
- \* To partner with all collaborating groups for events planned in the area.
- \* To continue monthly meetings and seasonal signature events and fundraisers.
- \* To obtain historic designations of properties in the Town District.

### STRATEGIES: *(how)*

- \* Cultivate repeat major sponsorships for special events and capital campaigns.
- \* Publish new Town Center Map.
- \* Develop historic walking tours and oral histories.

### ACTION TIMELINE: *(when)*

- |   |          |
|---|----------|
| 1 Develop master calendar of events.                        | Jan 2024 |
| 2 Solicit sponsorships for event support.                   | Ongoing  |
| 3 Update and expand Trail Town Amenities / new Map.         | Jun 2024 |
| 4 Enhance communication plan - consistent messaging/emails. | Ongoing  |

## ORGANIZATION GOALS:

Organization – 1.0 Sustain Main Street Operations.

### OBJECTIVES: *(what)*

- \* To increase Main Street business membership & major donor support.
- \* To obtain governmental funding support for identified projects.
- \* To seek foundation and other sources of grant funding / partner charitable donations.
- \* To create neighborhood volunteer involvement & develop board member base.
- \* Establish an office on Main Street in collaboration with county.

### STRATEGIES: *(how)*

- \* Review and develop target supporter lists for sponsorships.
- \* Review existing volunteer lists, protocols and refine board & volunteer training.

### ACTION TIMELINE: *(when)*

- |  |          |
|--|----------|
| 1 Identify volunteers for 4-point strategy teams & others.                   | Jan 2024 |
| 2 Encourage Board development and training.                                  | Mar 2024 |
| 3 Complete & adjust Y24 Agency Operating Budget.                             | Feb 2024 |
| 4 Refine and update volunteer database contact emails.                       | Ongoing  |
| 5 Review major donor memberships & solicitations/apply for grants.           | Mar 2024 |
| 6 Continue to review Strategic Planning needs/<br>access FMS & NMC resources | Ongoing  |

## ECONOMIC VITALITY GOALS:

Economic Vitality – E. 1.0 Bring Successful Economic Investments to Main Street.

### OBJECTIVES: *(what)*

- \* To aid business owners in mixed use and vacant property development.
- \* To support businesses in new openings and support successful operations.
- \* To coordinate with county staff on infrastructure needs and TC buildout.
- \* To focus on visual transformation projects:
  - 1) Paver Project along Main Street;
  - 2) Street Lights and Landscaping and Community Garden;
  - 3) Signage – Gateway and wayfinding Town Center signs;
  - 4) Museum development – Old Jail; Train Depot moves;
  - 5) Murals – depicting Hastings heritage on Main Street structures.

### STRATEGIES: *(how)*

- \* Connect potential developers with property owners and business investors.
- \* Support private investor efforts along trails.
- \* Coordinate with county staff for infrastructure maintenance and governmental financial support for buildouts.

### ACTION TIMELINE: *(when)*

- |  |                  |
|--|------------------|
| 1 Coordinate with county staff on infrastructure repairs.        | Jan 2024/ongoing |
| 2 Attend trail development / transportation planning meetings.   | Ongoing          |
| 3 Publicize Town Center changes and new business completions.    | Ongoing          |
| 4 Encourage new businesses / investors in Hastings.              | Ongoing          |
| 5 Encourage historic acknowledgement of properties/designations. | Apr 2024         |

**EXHIBIT “B” – Letter of Agreement for Hastings Main Street Program**



# FLORIDA MAIN STREET

## LETTER OF AGREEMENT

**Florida Main Street Communities  
January 2024 – December 2026**

THIS AGREEMENT which incorporates Rule 1A-36 Florida Administrative Code (F.A.C.) is entered into and executed by the Florida Main Street (FMS) Program and the local Main Street program, hereinafter referred to as the Local Program. A copy of Rule 1A-36 may be obtained from the Bureau of Historic Preservation, or online at <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=1A-36>.

THIS AGREEMENT is for the purpose of implementing the Main Street Program in the local community, as well as maintaining the Main Street designation and affiliation with the FMS network.

Local Program not conducted in accordance with the requirements of this agreement, will be notified by the Division in writing of noncompliance and will be allowed 90 days from the date of notification to bring the Local Program back into compliance with cited requirements. All training and technical assistance to the Local Program to be provided pursuant to the Florida Main Street Agreement, will be postponed during this 90-day period or until the Local Program is brought back into compliance. If, after the 90-day period has expired, the Local Program remains in non-compliance, it will be designated inactive and will not be eligible to receive on-site training and technical assistance from the Florida Main Street Program until such time as corrective actions are taken by the Local Program and it is once again conducted in accordance with the cited requirements.

### *SECTION I*

The State agrees to do as follows:

1. Designate an FMS Coordinator to handle all communications between the community, the Florida Department of State Division of Historical Resources and the National Main Street Center (NMSC).
2. Conduct quarterly meetings and workshops to further develop the professional skills of Local Program Executive Directors, board members, and volunteers.
3. Conduct Main Street basic training at the annual conference, and orientations that include the Main Street Four Point Approach ® and historic preservation training for all Executive Directors, board members and volunteers.

4. Conduct a one-day annual assessment for the first year to newly designated Local Programs to (1) assess Local Program's progress, (2) assist with work plan development, and (3) identify necessary training and technical assistance.
5. Communicate with Local Program regularly, including maintain a written Letter of Agreement between FMS and the Local Program, disseminate information from NMSC, and maintain sub-licensing agreements per requirements set forth by NMSC.
6. Collect and publish economic development reinvestment key statistics both statewide and by community.
7. Conduct and participate in local, regional and statewide conferences, training programs, and technical assistance events and conduct on-site visits, as feasible, to monitor local programs and assist the Executive Director, board of directors, and volunteers.
8. Provide on-site technical assistance services by FMS consultants. A total of four (4) technical assistance services will be provided during the first three years to newly designated Local Programs. Accredited Local Programs are eligible for on-site technical assistance services based upon availability of resources.
9. Advance the revitalization and historic preservation goal of Local Programs and of the FMS program through the Secretary of State's FMS awards Program as described in Chapter 1A-36.011 F.A.C.
10. Assist the Local Program, during the first year following designation, to apply for a competitive one-time start-up grant from the Historical Resources Small Matching Grants program to assist initial development of the Local Program.
11. Pay membership dues on the program's behalf to Main Street America as long as the apprentice program remains in good standing, but not to exceed the three year apprentice period.

## SECTION II

The Local Program agrees to:

*Please read the following items carefully and initial where indicated.*

- Has 1. Maintain the Local Program's focus on the revitalization of the downtown/ neighborhood commercial district utilizing the Main Street Four-Point Approach®. This should be reflected in the programs annual work plan, goals and objectives, vision, and mission statement.
- Has 2. Have an annual Resolution of Support passed by the Local Program Board of Directors, stipulating commitment to continue to follow the Main Street Four-Point Approach®.
- Has 3. Maintain broad-based community support for the Local Program with strong support from both the public and private sectors through financial contributions and in-kind support.
- Has 4. Have an annual Resolution of Support passed by the city council, committing financial contributions for a minimum of the first three years, and preferably every year thereafter.
- Has 5. Develop a comprehensive annual work plan, based on the Local Program's vision and mission statements and relevant to the Local Program's organizational stage. Work plan must be electronically submitted on the new online reporting system ([www.floridamainstreetreporting.com](http://www.floridamainstreetreporting.com)) by January 6th of each year of this Agreement. This Agreement becomes null and void if a work plan is not received by January 6th.
- Has 6. Possess an historic preservation ethic as evidenced by:
  - a. Having or working towards putting in place an active design assistance program;
  - b. Encouraging building renovation or rehabilitation consistent with the recommended treatments described in The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, National Park Service, U.S. Department of the Interior (revised 1990), incorporated by reference, a copy of which may be obtained from the Bureau of Historic Preservation, or online at [www.nps.gov/tps/standards.htm](http://www.nps.gov/tps/standards.htm)



- c. Encouraging public awareness of the historic properties in the Local Program Area and the importance of their preservation;
- d. Working toward putting in place land use policies that encourage new development within the Local Program Area that is compatible with the historic character of the properties therein; and
- e. Encouraging the adoption of a Certified Local Government as described in <http://dos.myflorida.com/historical/preservation/certified-local-governments>

~~HMS~~7. Maintain an active board of directors and committees to include, but not limited to, organization, promotion, design, and economic vitality.

~~HMS~~8. Employ a full-time paid professional to serve as the Main Street Executive Director (part-time Executive Director in cities with less than 5,000 population) who will be responsible for the day-to-day administration of the Main Street program in the community. A description of the Executive Director's duties and qualifications shall be agreed upon and executed by the Main Street Executive Director and the Local Program. Executive Director job description for the Local Program must be provided electronically via email to FMS office by January 6th of each year of this Agreement.

- a. In the event the Executive Director's position is vacated during the term of this Agreement, the Local Program agrees to fill the position within a reasonable time with a person meeting the qualifications as attached, and to provide a written timeline to fill this position to the Florida Main Street Program. Florida Main Street reserves the right to suspend or cancel Main Street designation if the position is vacated for more than four (4) months. Upon replacing an Executive Director, the local program will be required to send the new Main Street Executive Director to a comprehensive Main Street basic training and orientation program (the first available).

~~HMS~~9. Have dedicated funding for an annual operating budget sufficient to cover the cost of:

- Executive Director's salary and fringe benefits
- Rent and general office expenses
- Travel for participation in FMS Quarterly Meetings and Annual Conference
- Executive Director's professional development
- Projects and projects as detailed in the Local Program comprehensive work plan

~~HMS~~10. Maintain a full-time office within the designated boundaries of the Local Program, part time if population is less than 5,000.

~~HMS~~11. Maintain key reinvestment statistics for monitoring the progress of the Local Program; submit FMS quarterly reports using the on-line system provided by FMS on or before the schedule identified on the form; and submit other information requested by FMS on or before the identified deadlines. (Local Programs are not eligible for technical assistance services or Secretary of State Award nomination until up-to-date reports are completed and submitted to the Florida Main Street Program.)

~~HMS~~12. Participate, as required by FMS, in quarterly meetings and the Annual Conference as scheduled throughout the year. To remain in compliance and to be eligible for National Main Street accreditation, the Local Program must have representation on all days, in their entirety. If the Executive Director cannot attend another representative from the Local Program should attend.

~~HMS~~13. Allow funding for at least one board member to attend annual board trainings and conference.

~~HMS~~14. Inform FMS of leadership and staff changes within 30 days of a change and provide email and telephone information.

~~HMS~~15. Maintain active membership with the National Main Street Center.

~~HMS~~16. Use the words "Main Street"™ either as an official part of the Local Program's name or as a tagline, such as ... "A Florida Main Street community." Agree to stop using "Main Street"™ name when no longer approved by FMS as a participating Local Program.

~~HMS~~17. Achieve NMSC accreditation at a minimum once every three years. Not achieving NMSC accreditation at a minimum once every three years will result in termination of this agreement and loss of recognition as a FMS Local Program.

- ~~Has~~ 8. Communities are encouraged to achieve and maintain NMSC accreditation.
- ~~Has~~ 19. Understand National Main Street Center's name use policy, and enter into a sub-license agreement that uses language approved by NMSC to use the Main Street America™ and any other NMSC marks.
- ~~Has~~ 20. Implement and support the new standards and key indications adopted by NMSC as part of their 2024 Strategic Plan:
  - Broad based community commitment to revitalization;
  - Inclusive leadership and organizational capacity;
  - Diverse funding and sustainable program operations;
  - Strategy-driven programming;
  - Preservation-based economic development;
  - Demonstrated impact and results.

*SECTION III*

Florida Main Street and the Local Program jointly agree that:

1. This agreement may be modified only by written amendment executed by all parties hereto and approved by the FMS Coordinator;
2. This agreement may be terminated by either party by giving written notice to the other, at least 60 days before the effective date of such termination;
3. This agreement shall not be binding upon the parties until it is approved by the Division Director
4. The term of this agreement shall be from January 1, 2024 through December 31, 2026.

IN WITNESS WHEREOF, the parties have executed this agreement.

HASTINGS MAIN STREET, INC.  
Name of Local Program

2/1/2024  
Date

By:   
President, signature

JENA DENNIS  
President, print name

Sallie O'Hara  
Executive Director, signature

SALLIE O'HARA  
Executive Director, print name

Alissa Lane  
Director, Division of Historical Resources

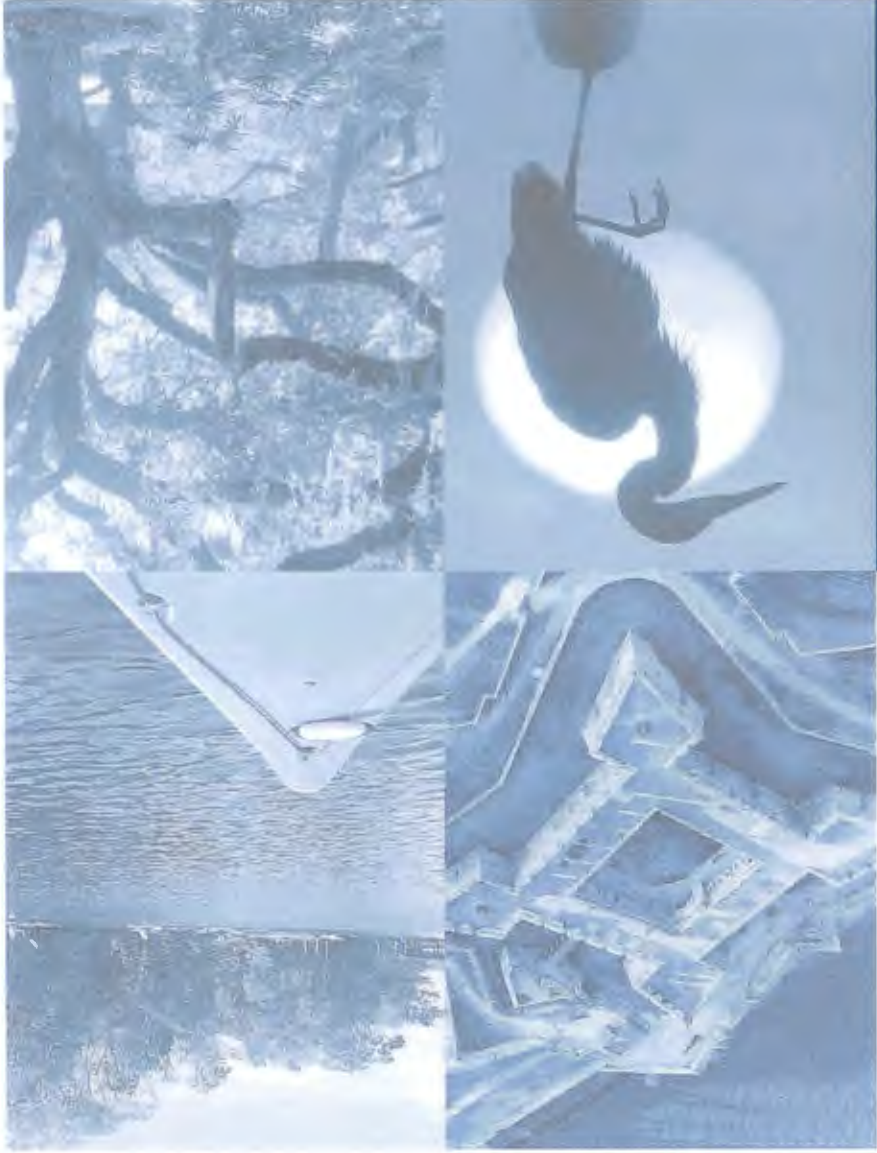
5/29/24  
Date

Florida Main Street  
Bureau of Historic Preservation  
R.A. Gray Building, 4<sup>th</sup> Floor  
500 South Bronough Street  
Tallahassee, FL 32399

850-245-6345

[Floridamainstreet@dos.myflorida.com](mailto:Floridamainstreet@dos.myflorida.com)  
[www.floridamainstreet.com](http://www.floridamainstreet.com)





**FY24-25  
Hastings Main Street, Inc.  
Funding Agreement**

Sam Camp, Project Manager



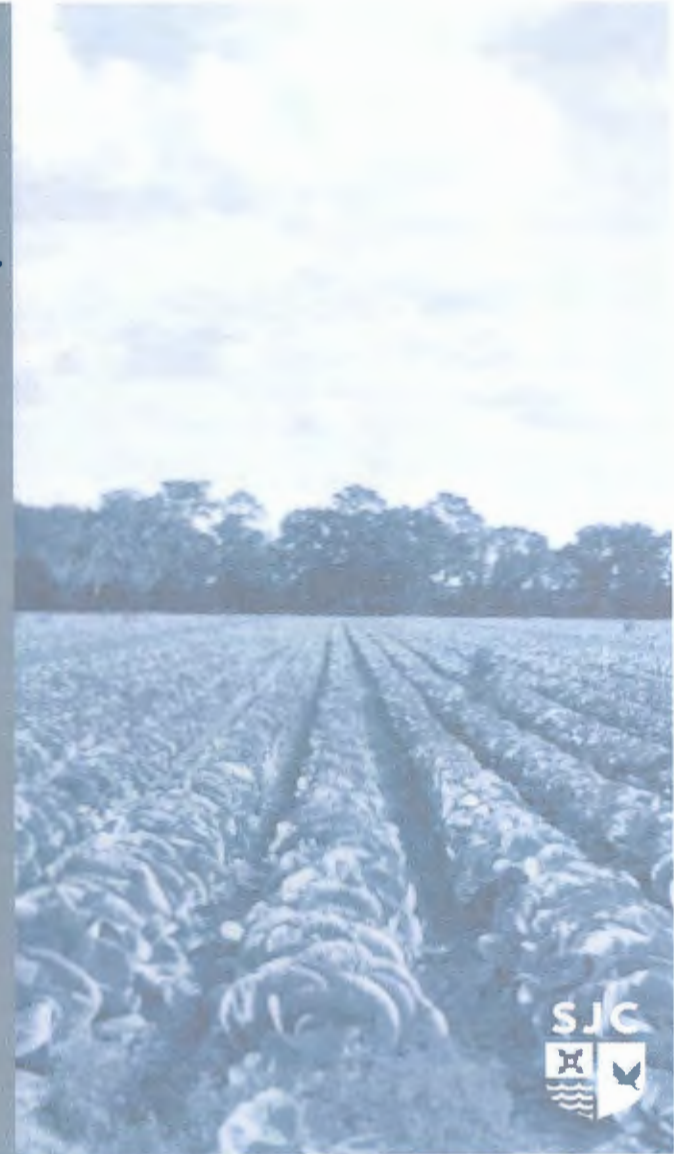
# PRESENTATION OUTLINE

- **Background**
- **Budget**
- **Activities**



# Background

- Hastings Main Street, Inc., (HMS), is dedicated to enhancing, promoting, and preserving the historic character and economic vitality of the Downtown Hastings area.
- In 2024, HMS requested funding from St. Johns County to continue its efforts as a recognized Florida Main Street community.
- As part of the FY 25 budget process, HMS was approved for funding in the amount of \$28,500.



# BUDGET



- **Total amount for FY25 = \$28,500**
- **Hastings Main Street, Inc. formed in 2024, and this is their first request for direct financial support from St. Johns County.**
- **Hastings Main Street, Inc. has additional sources of revenue to compliment County support.**

## Communications

- To educate all on the value of historic preservation & sense of place for Hastings.
- To ensure property maximum tax advantages are offered to area residents.

## Promotions

- To promote the area businesses and cultural activities.
- To work toward Trail Town designation.

## Organization

- To seek foundation and other sources of grant funding / partner charitable donations.
- To create neighborhood volunteer involvement & develop board member base.

## Economic Vitality

- To aid business owners in mixed use and vacant property development.
- To support businesses in new openings and support successful operations.

# ACTIVITIES

As part of the Florida Main Street Program, Hastings Main Street, Inc. follows a four-fold plan to revitalize the Downtown Hastings area.

The above represents a few of the stated objectives.





