



## **Main Street Milwaukee District Agreement**

### **Main Street Milwaukee Program**

#### **2008 Program Year**

**THIS AGREEMENT** is entered into between the Main Street Milwaukee Partners Board (hereinafter the “Partners Board”), and \_\_\_\_\_, a Wisconsin \_\_\_\_\_, (the “Designated District Organization”).

#### **WITNESSETH**

**WHEREAS**, Common Council Ordinance File No. 040858, provides for the creation of the Main Street Milwaukee Partners Board (“Partners Board”) which designates districts for participation in the Main Street Milwaukee (MSM) Program, monitors the performance of the MSM Program and Designated Districts, provides guidance and oversight to City and Local Initiatives Support Corporation (LISC) staff in the administration of the MSM Program, and coordinates the provision of financial support to the MSM Program; and

**WHEREAS**, Common Council File No. 031155, authorized the execution and delivery of an agreement between the City and LISC dated as of January 1, 2005 (the “LISC Agreement”), which sets forth their respective obligations with respect to the MSM Program; and

**WHEREAS**, the MSM Program provides technical and financial support to individuals and non-profit organizations involved in commercial district revitalization; and

**WHEREAS**, the LISC Agreement establishes that the City and LISC shall each designate one full-time staff person to the MSM Program (“MSM Program Staff”) and sets forth their respective responsibilities for administration and funding of the MSM Program; and

**WHEREAS**, the Designated District Organization submitted an application, defining both the district (“Designated District”) and neighborhood boundaries, to participate in the MSM Program in March , 2008; and

**WHEREAS**, the Partners Board selected the Designated District Organization as a participant in the MSM Program in a duly noticed public meeting on March 14, 2008; and

**WHEREAS**, the Designated District Organization has been awarded a grant of Community Development Block Grant (CDBG) funds by the City for the purposes of implementing the MSM Program within the Designated District, under a contract between the City and the Designated District Organization dated as of March 2008 (the “CDBG Contract”);

**WHEREAS**, the Partners Board and the Designated District Organization enter into this agreement to further set forth their respective obligations under the MSM Program; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement the parties agree as follows:

**SECTION I.  
DESIGNATED DISTRICT ORGANIZATION RESPONSIBILITIES**

The Designated District Organization shall:

1. Implement a local Main Street program (“District Program”) within the Designated District and agree to concentrate all MSM Program services, resources and funds within the Designated District.

2. Maintain an office within the Neighborhood Boundaries and provide an adequate travel and operating budget for the implementation of the District Program within the Designated District.
3. Employ a full-time (40 hours per week) Main Street District Manager, whose sole responsibility shall be the day to day administration of the District Program within the Designated District and act as a liaison between the MSM Program and the Designated District, which position shall not be left vacant for more than 45 cumulative days in a calendar year. In addition all staffing adjustments relating to or impacting the MSM manager role must be communicated to the MSM program coordinator in writing immediately.
4. Provide a complete organizational chart which outlines roles and responsibilities of all designated organization employee and employee functions.
5. Inform MSM Program staff of all interviews for the Main Street District Manager position whenever the position is open so that representatives of LISC and the City may attend.
6. Maintain worker's compensation insurance as more specifically provided in the CDBG Contract.
7. Implement a comprehensive four-point approach to commercial district revitalization following the Main Street Four-Point Approach ® established by the National Main Street Center. Create, at a minimum, four standing committees in the areas of Organization, Promotion, Design and Economic Restructuring. These committees shall be maintained and staffed by the Main Street District Manager. Each committee shall have a chairperson and shall meet regularly.
8. Maintain a District Program Board, either in place of or in addition to the Organization Committee, including representatives of all community and business elements, to

oversee the continuing development of the Designated District for the term of this agreement. The District Program Board shall establish the program's budget and annual work plan, and ensure the achievement of requirements of this agreement.

9. No later than June 30, 2008 submit a roster of names for all committee and District Program Board members to MSM Program Staff.
10. No later than June 30, 2008, submit an annual written work plan for the District Program to MSM Coordinator for Year 1 of the Designated District's MSM participation. The work plan shall consist of the following sections: Organization, Design, Promotion, Economic Restructuring, and any additional committees; and a fundraising work plan.
11. Ensure the effective and timely utilization of grant funds and MSM Program services and resources within the Designated District.
12. Use annual committee work plans submitted as guide to activities and the use of funds and resources throughout duration of the program.
13. Provide a Main Street Committee Members Handbook to each member of each standing committee.
14. Maintain data for monitoring the progress of the District Program, submit monthly and annual performance reports to MSM Program Staff using a format provided by MSM Program Staff, and provide other information requested by MSM Program Staff on or before the identified deadlines. Monthly reports shall be submitted by the tenth day of each month. This data may be in addition reported to various individuals such as the Partners Board, the Mayor, Commissioner of DCD, LISC Program Director, Community Development Block Grant Office, elected officials, funders, and the public as requested.

15. Provide grant accounting and reporting services for grants received from LISC in conjunction with the MSM Program and comply with all terms and conditions of such grants.
16. Participate (or secure District Program Board member or volunteer participation) in all MSM Program training sessions as requested by MSM Program Staff. This includes mandatory attendance at all Main Street Milwaukee-specific trainings, Main Street District Manager meetings, and the Commercial Revitalization Affinity Group (CRAG) trainings and meetings. MSM Program Staff must be given advance notice of any missed meeting and the reason therefore in order to be excused there from.
17. Promote and encourage District Program Board member and volunteer attendance at local, state and national training opportunities, as identified by the MSM Program. MSM Program Staff reserve the right to cancel on-site services unless the Main Street District Manager and a majority of the persons designated to participate commit to participate at least 48 hours before the scheduled event. Attendance minimums at on-site presentations may be set by MSM Program Staff in advance of the visit.
18. Assist in arrangements for site visits by consultants, as requested by MSM Program Staff.
19. Provide MSM Program Staff one copy of all materials published related to the District Program. District published materials shall prominently display the MSM logo and the CDBG logo, City of Milwaukee logo and LISC Logo.
20. To ensure a clear, convincing Main Street Milwaukee media message, the Department of City Development offers media relations services and public relations consulting to all Main Street Milwaukee Districts. All District Managers are required to notify the Department of City Development Communications Manager when contacted for a media

interview. Main Street Milwaukee reserves the right to provide an additional media representative for broadcast interviews.

21. Main Street Milwaukee program coordinators must be notified of all district special events milestones, new business openings and business closings. The advanced notice will allow the program to help ensure attendance of Mayor, Council Members, MSM Partner Board Members, and MSM Funders. The Department of City Development will also need advance notice to assist in media outreach for district news. All public communications should include MSM boilerplate language (to be determined).
22. Manage the timely and effective provision of the MSM Program's design assistance and pro bono architectural services if available to local property owners and merchants by working closely with the Design Committee and adoptive architecture firm.
23. Comply with all federal requirements of the U.S. Department of Housing and Urban Development (HUD) if the District Program receives CDBG funds or HUD Section 4 funds.
24. Districts designated prior to 2008 must raise at least \$10,000 in private funds and or/in – kind assistance to be expended each year of district operations and must provide documentation of expenditures of those funds and /or services as requested by MSM Program Staff. All other districts must raise at least 5% of annual operating cost up to \$40,000 in private funds to be expended in each year of District Program operation and provide documentation of expenditure of those funds as requested by MSM Program Staff.
25. No later than June 30<sup>th</sup> of each year, provide MSM Program Staff with annual audited financial statements from prior year.
26. Participate in an annual performance review conducted by The National Main Street Center that shall evaluate District Program and work plan progress.

27. Maintain up-to-date building and business inventories and other data required by MSM Program Staff.
28. Provide for Main Street District Manager's attendance at the National Main Street Conference or Local Initiatives Support Corporation Urban Forum.
29. Unless otherwise exempt from that requirement, not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, development disabilities as defined in sec. 51.01(5), Wis. Stats, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Designated District Organization further agrees to take affirmative action to ensure equal employment opportunities. The Designated District Organization agrees to post in conspicuous places available for employees and applicants, employment notices to be provided by the Designated District Organization setting forth the provisions of the nondiscrimination clause.
30. Not assign or subcontract this agreement without obtaining prior written consent of the Partners Board.
31. Furnish a copy of this agreement to District Program Board Chairs and Committee Members.

## **SECTION II.**

### **MAIN STREET MILWAUKEE PROGRAM RESPONSIBILITIES**

1. The Partners Board shall inform the District Program as to the “Main Street Milwaukee Coordinator” designated by the City and employed within the City of Milwaukee Department of City Development (DCD), who will serve as the DCD liaison with the Main Street Milwaukee Program, connect District Programs to various City departments and agencies, staff and report to the Partners Board, coordinate MSM Program communications with the media and funders for MSM Program success and sustainability.
2. The Partners Board shall inform the District Program as to the “Revitalization Specialist” designated by LISC and employed within Local Initiatives Support Corporation who will provide all the technical assistance, paid by LISC-raised dollars and in-kind services, to the Designated District Organization and District Program, provide technical and other assistance to the Main Street District Manager and businesses within the District Program, and coordinate events, trainings and meetings with the District Program and the MSM Program.
3. Main Street Milwaukee Program Staff shall:
  - a. Upon notice be available to attend interviews for the Main Street District Manager position whenever the position is open.
  - b. Conduct an annual program review of the District Program, at the end of each year of operation, which shall be presented to the Main Street Milwaukee Partners Board for its review.
  - c. Facilitate monthly Main Street District Manager meetings.
  - d. Provide the District Program technical assistance with an equivalent value of \$50,000, which shall be paid by LISC-raised dollars or in-kind services to be disbursed throughout the duration of the program, at the discretion of MSM Program Staff and Partners Board in any of the forms listed below:
    - i. Trainings, workshops, architectural and design assistance, technical assistance to small business owners, conference scholarships, training materials, planning services, and any other services deemed appropriate by MSM Program Staff and Partners Board; and



- ii. Grants to be used under the terms and conditions of the respective grant agreements for such items as façade renovation assistance, historic preservation assistance, marketing and promotion, and district-specific technical assistance, and any other service deemed appropriate by MSM Program Staff and Partners Board;
- e. Provide continuing advice and information by telephone and other appropriate ways to the Main Street District Manager and Committee members.
- f. Coordinate and monitor all consulting services provided to District Program.

**SECTION III.**  
**RESPONSIBILITIES OF ALL PARTIES**

The Parties hereto otherwise agree as follows:

1. The term of this agreement shall be for a period of 12 months beginning on January 2008 and ending on January 2009. It may be extended or revised by a written amendment signed by all parties.
2. Any party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other parties.
3. If the Partners Board finds that the Designated District Organization is not in compliance with the requirements of the MSM Program, or with any of the terms of this agreement the Partners Board, with the consent of LISC and the City, shall have the right to terminate this Agreement upon immediately and withhold further services. Reasons for a finding of noncompliance include, but are not limited to, finding that the Designated District Organization is using program funds for unauthorized activities, has failed to complete approved activities in a timely manner, has failed to fulfill the responsibilities outlined in Section I, has substantially failed to comply with the terms of the CDBG Contract, or has failed to comply with applicable laws and regulations. Upon termination

of this agreement, the Partners Board shall provide written notice to Designated District Organization specifying reasons why Designated District Organization is not in compliance with the requirements of the MSM program

4. Notwithstanding any other provision 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 Common Council to appropriate funds, discontinuance or material alteration of the program for which funds were provided, or for any other reason, then the Partners Board shall have the right to terminate this agreement without penalty effective as of the date such funds were not forthcoming or were insufficient.
  
5. This Agreement shall extend to and be binding upon the Designated District Organization, its successors, vendees and assigns and all persons claiming under or through the Designated District Organization.
  
6. This Agreement shall be governed by the laws of the State of Wisconsin. The Designated District Organization shall at all times comply with and observe all federal, state, and local laws, which are in effect during the period of this Agreement and which, in any manner, affect the work or its conduct. Any litigation arising out of this Agreement shall be brought and venued in Milwaukee County, Wisconsin.
  
7. The parties acknowledge and agree that, in no event, shall any of them be deemed a partner or joint venture with any other party, or any beneficiary of any other party to this Agreement.
  
8. The Partners Board shall not incur any liability or responsibility to the Designated District Organization other than those specifically set out in this agreement, and that further, the Designated District Organization shall hold the Partners Board, the City of Milwaukee and LISC harmless from any and all claims made for acts and omissions of the Designated District Organization and its officers, employees, and agents in implementing this agreement.

9. In the event of a conflict between any of the terms of this Agreement and the LISC Agreement, the terms and provisions of the LISC Agreement shall prevail and control.

10. In the event of a conflict between any of the terms of this Agreement and the CDBG Contract, the terms and provisions of the CDBG Contract agreement shall prevail and control.

IN WITNESS WHEREOF, the parties have executed this agreement as of the twelfth day of June 2008.

By \_\_\_\_\_

Main Street Milwaukee Partners Board Chair

By \_\_\_\_\_

Title \_\_\_\_\_

Authorized Signer for Designated District Organization