

AGREEMENT
MAIN STREET MILWAUKEE PROGRAM
2008 Program Year

THIS AGREEMENT is entered into between the City of Milwaukee, acting through its Department of City Development (hereinafter the “City”), the Local Support Initiatives Corporation, a New York not-for-profit corporation, (“LISC”), acting by and through its Milwaukee program site, and _____, a Wisconsin _____ (the “Designated District Organization”).

WITNESSETH

WHEREAS, the City and LISC each provide technical and financial support to individuals and non-profit organizations involved in commercial district revitalization; and

WHEREAS, the City and LISC staff, in cooperation with staff from the National Main Street Center of the National Trust for Historic Preservation (“NTHP”), facilitated the preparation of a Program Proposal – Main Street Milwaukee, May 2004, outlining procedures for the creation of a new Main Street Milwaukee Program (“the MSM Program”) modeled after similar programs created by NTHP; and

WHEREAS, the MSM Program will provide an effective economic development tool for older, traditional neighborhood commercial districts in Milwaukee; and

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

WHEREAS, Common Council File No. 031155, adopted on November 3, 2004, authorized the execution and delivery of an agreement between the City and LISC dated as of January 1, 2005

(the “LISC Agreement”), which sets for their respective obligations with respect to the MSM program; 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 (“Neighborhood Boundaries”), to participate in the MSM Program in January, 2008; and

WHEREAS, the MSM 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 May 1, 2008 (the “CDBG Contract”); and

WHEREAS, the City, LISC and the Designated District Organization enter into this agreement in order to further set forth their respective obligations under the MSM Program;

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, who shall be solely responsible for 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.
4. Provide a complete organizational chart which outlines roles and responsibilities of all designated organization employee and employee functions.
5. Inform and include 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 May 30, 2008, submit a roster of names for all committee and District Program Board members to MSM Program Staff.
10. No later than May 30, 2008, and for years thereafter by February 28, 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 the 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 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, 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 30th of each year, provide MSM Program Staff with annual audited financial statements from prior year.
26. Participate in scheduled 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.
Obligations of the City and LISC

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
2. LISC shall designate a “Revitalization Specialist,” employed within Local Initiatives Support Corporation, to provide technical and other assistance to the Designated District Organization and to businesses within the Designated District, and to coordinate events, trainings and meetings with the Designated District, the MSM Program, and the National Main Street Center.
3. Representatives of LISC and the City shall attend interviews for the Designated District Manager position whenever the position is open.
4. LISC and the City shall conduct a half-day to one-day Kick Off Orientation to each designated district to provide a Main Street Milwaukee manual, advice in the selection of a Designated District manager, conduct a needs assessment, provide a schedule of trainings and reporting requirements, and assist the organization in kick-starting their Main Street Program. This visit will be facilitated by a Main Street Milwaukee staff member.
5. LISC and the City shall plan for and conduct a Designated District Manager Training/Orientation for new Main Street Managers.
6. LISC and the City shall organize and conduct a Committee/Volunteer Training seminar for each of the four Main Street standing committees (Organization, Promotion, Design, and Economic Restructuring). This training is open to all board members, committee members, volunteers, public officials, and the program manager. Intensive and comprehensive training on the content and methodology of the Main Street Program will be provided.

7. LISC and the City shall facilitate an intensive strategic planning process, with hired consultants, involving community stakeholders and the Designated District to develop community vision, goals and objectives, and an annual work plan.
8. LISC and the City shall conduct a written annual program review of the Designated District, at the end of year of operation, which review shall promptly be presented to the Common Council's Community and Economic Development Committee for its review.
9. LISC shall provide technical assistance to be disbursed throughout duration of the program in the form of:
 - (a) Training, workshops and planning assistance valued at approximately \$26,000;
 - (b) \$20,000 in architectural and design services;
 - (c) 6,000 in technical assistance to minority-owned businesses located in the Designated District;
 - (d) \$1,000 in conference scholarships; and
 - (e) A paid one-semester intern for work within the Designated District.
10. LISC shall provide grants to be disbursed throughout duration of the program and be used under the terms and conditions of the respective grant agreements for the following:
 - (a) \$2,000 in façade renovation assistance;
 - (b) \$1,000 in historic preservation designation assistance; and
 - (c) \$1,500 in marketing and promotion for the Designated District; and
 - (d) \$5,000 in district-specific technical assistance to one high priority need or project.
11. LISC and the City shall plan for and conduct a Designated District Board member training.

12. LISC and the City shall sponsor the Main Street Awards to honor volunteers and projects in the Main Street districts, the cost of such awards to be paid by LISC.
13. LISC and the City shall provide continuing advice and information by telephone and other appropriate ways through MSM Program Staff to the Designated District Manager.
14. LISC and the City shall provide a partial scholarship for the National Town Meeting and/or LISC Urban Forum both annual conferences. The cost of which shall be paid by LISC.
15. LISC and the City shall provide access to training materials including CD's, books, and handbooks, throughout duration of the program, the cost of which shall be paid by LISC.

**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 1, 2008 and ending on January 2009. It may be extended or revised by a written amendment signed by all parties.
2. Grant funds and funding for services committed by LISC to the Designated District Organization under this agreement, if not used within the term of this agreement, may, at the discretion of LISC, and with approval of the MSM Partners Board, be lapsed and reallocated to future program years. Notwithstanding the foregoing, any such reallocation of lapsed funds to future program years shall not in any way reduce LISC's obligation to provide \$350,000 annually of matching fund as set forth in section IV(g) of the LISC Agreement.

3. Any party may terminate this Agreement without cause upon sixty (30) days prior written notice to the other parties. If the City finds that the Designated District is not in compliance with the requirements of the MSM Program, the City, with the consent of LISC, shall have the right to terminate this Agreement upon ten (10) days prior written notice and withhold further services. Reasons for a finding of noncompliance include, but are not limited to, finding that the Designated District is using program funds for unauthorized activities, has failed to complete approved activities in a timely manner, has substantially failed to comply with the terms of the CDBG Contract, has failed to comply with applicable laws and regulations, has demonstrated insufficient organizational capacity to carry out the purpose of this program, or fails to raise required private-sector funds.
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 Legislature to appropriate funds, discontinuance or material alteration of the program for which funds were provided, or for any other reason, then the City shall have the right to terminate this agreement without penalty effective as of the date such funds were not forthcoming or were insufficient.
5. Nothing herein shall be construed to create an employer-employee or agency relationship between any of the parties hereto.
6. 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 or Designated District Organization; and the words "Designated District Organization" when used herein shall include all persons liable for the return or repayment of any indebtedness or any part hereof, whether or not such persons have executed this agreement.
7. This contract 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 contract and which, in any manner, affect the work or its conduct. Any litigation arising out of this contract shall be brought and venued in Milwaukee County, Wisconsin.

8. 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.
9. The City and LISC 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 MSM Program, 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.
10. 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.
11. 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 first day of January, 2008.

CITY OF MILWAUKEE,
A municipal corporation

LOCAL INITIATIVES SUPPORT
CORPORATION

By _____

By _____

Mayor

Vice President

Authorized Signer for Designated District Organization

By _____

Title _____

1050-2005-662:91244