

RESOLUTION 1022

APPROVING THE MAIN STREET IOWA PROGRAM AGREEMENT

WHEREAS, an Agreement between the Iowa Economic Development Authority, Main Street West Branch and the City of West Branch is necessary for the purpose of continuing the Main Street Iowa program in West Branch; and,

WHEREAS, the City Council finds it in the best interest of the residents of West Branch to have an agreement in place to provide for the economic and community development of the West Branch community; and,

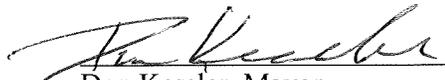
WHEREAS, the current Main Street Iowa Program Agreement expired on June 30, 2012; and,

WHEREAS, an update Agreement between the Iowa Economic Development Authority, Main Street West Branch and the City of West Branch has been presented to the City Council of West Branch; and,

WHEREAS, it is now necessary to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned agreement is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 16<sup>th</sup> day of July, 2012.

  
Don Kessler, Mayor

ATTEST:

  
Matt Muckler, City Administrator/Clerk

**Main Street Iowa  
Program Agreement**

Agreement # PS2012-G300-54

Agreement between the Iowa Economic Development Authority, the City of West Branch and Friends of Historic Downtown West Branch / DBA Main Street West Branch for the purpose of continuing the Main Street Program in West Branch.

THIS AGREEMENT is entered into and executed by the Iowa Economic Development Authority herein referred to as the "IEDA", the City of West Branch and Friends of Historic Downtown West Branch / DBA Main Street West Branch hereinafter referred to as the "Community or Local Main Street Program".

WHEREAS, Friends of Historic Downtown West Branch / DBA Main Street West Branch established a partnership with the Iowa Economic Development Authority in 2006 and desires that the program continue; and

WHEREAS, the Iowa Economic Development Authority desires to continue the relationship which has been established with Friends of Historic Downtown West Branch / DBA Main Street West Branch;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the parties have agreed to do as follows:

**SECTION I. The Local Main Street Program agrees to:**

1. Employ a paid part-time program director for the Local Main Street Program who will be responsible for the day-to-day administration of the Main Street program in the Community.
2. Develop an accurate position description, which includes the rate of compensation, describing the administrative activities for which the program director is responsible. A copy of which is to be provided during the annual program visit.
3. Submit monthly performance reports to the IEDA. The reports will document the progress of the Local Main Street Program's activities.
4. Maintain worker's compensation insurance for the program director and staff. Provide proof of insurance during the annual program visit.
5. Remain in compliance with the requirements of this program as outlined in this agreement. If the IEDA finds that the Local Main Street Program is not in compliance with the requirements of this program, the Local Main Street Program will be notified of non-compliance and given a probationary period in which to return to compliance. Continued non-compliance will result in termination of this agreement and loss of recognition as a Main Street Program Community.
6. Not assign this agreement without obtaining prior written approval of the IEDA.
7. Participate, as required by the State Main Street Coordinator, in training sessions as scheduled throughout the year. To remain in compliance and to be eligible for National Main Street accreditation, the local Main Street Program must have representation at both days of the four training sessions held annually, indicated as mandatory on the program calendar. In addition, any newly hired program director will be required to participate in Main Street Orientation, as soon after the hire date as feasible; and participate in Main Street Four Point Approach® (Main Street 101) when offered within the state. Registration and all related travel expenses for training will be paid by the Community.
8. Provide the State Main Street Coordinator with one (1) copy of any materials published or printed that relate to the local Main Street project.
9. Have a Resolution of Support passed by the city council. This resolution must stipulate sources of funding for the program, (i.e., the city, and, downtown association, development corporation, assessment district, private donations or any combination thereof, etc.), who will be designated to supervise the program director, (i.e., the Main Street Board, etc.), a commitment to appoint a city official to represent the city on the local Main Street governing board of directors, and that the Local Main Street Program will continue to follow the Four-Point Main Street Approach® as developed by the National Trust for Historic Preservation and espoused by Main Street Iowa.
10. Continue to retain a current membership in the National Main Street Center Network.
11. Achieve National Main Street Center accreditation at a minimum once every three years.
12. Use the words "Main Street" when referring to the local program, either as an official part of the organization's name or as a tagline such as...a Main Street Iowa community.

**SECTION II. The IEDA agrees to:**

1. Designate a Main Street State Coordinator to handle communication between the Community, the Main Street Iowa Program, and state government agencies.
2. Coordinate up to four (4) statewide training sessions annually for program directors and local Main Street volunteers based on the combined needs of all Iowa Main Street Communities.
3. Conduct three to four one-day (1) Main Street orientations for all new program directors, board members and volunteers. The Orientation will introduce the program director to the Main Street Program and to their immediate responsibilities. Orientation meetings will be held in a central Iowa location.
4. Conduct an on-site program visit annually.
5. Provide continuing advice and information to the Local Main Street Program.
6. Conduct on-site technical assistance visits with Main Street Iowa personnel as deemed appropriate and necessary.
7. Include the Community in the Main Street Iowa network.
8. Provide, as requested and can be scheduled, on-site design and business assistance visits to the Community.
9. Offer training via the Iowa Communications Network (ICN) or Webinars no less than three times each year.

**SECTION III. The PARTIES hereto otherwise agree as follows:**

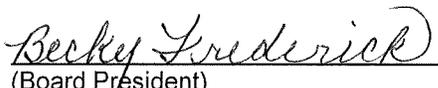
1. The term of this agreement shall be for a period of two years, beginning July 1, 2012, and ending June 30, 2014. It may be extended or revised by a written amendment signed by both parties.
2. This agreement shall be binding upon and shall insure to the benefit of the parties and their successors.
3. Not to discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin. The parties further agree to take affirmative action to assure that employees are treated without regard to their race, color, region, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin during employment.
4. Either party may terminate this agreement without cause after 30 days written notice to the other party.
5. This document memorializes all elements of this agreement, and both incorporates and supersedes any previous agreements or negotiations, whether oral or written.
6. The IEDA is limited to furnishing its technical services to the Community and thus nothing contained herein shall create any employer-employee relationship.

IN WITNESS WHEREOF, the parties have executed this agreement.

BY:   
(Mayor)

7-3-12  
(Date)

West Branch, Iowa  
(City)

BY:   
(Board President)

7-2-12  
(Date)

Friends of Historic Downtown West Branch /  
DBA Main Street West Branch  
(Local Main Street Program)

BY:   
Deborah V. Durham, Director  
Iowa Economic Development Authority

7-17-12  
(Date)