

Memorandum of Agreement for Participation in the Colorado Department of  
Local Affairs' Main Street Program

This Agreement is entered into and executed by the Colorado Department of Local Affairs (DOLA), Downtown Colorado, Inc. (DCI), and the Town of Ridgeway (Community).

**I. Agreement**

Whereas, this Agreement is for the purpose of said Community to participate as a Candidate in the Colorado Main Street Program, and

Whereas, DOLA administers the Colorado Main Street Program and provides technical assistance and training to selected communities, and

Whereas, DCI provides educational opportunities and technical assistance for downtowns and commercial districts in the State of Colorado.

In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree to the following specifics regarding the Colorado Main Street Program, agree as follows:

A. DOLA agrees to:

1. Act as liaison and facilitate communications between the Candidate Program, the Colorado Main Street Program, other Colorado communities, Downtown Colorado Inc, and the National Trust for Historic Preservation Main Street Center, as they relate to the local Main Street Candidate Program. .
2. Conduct one on-site "Start-Up Visit" in the community for development of a vision, mission statement, goals, objectives, committee start up and organizational development. This visit would include Main Street 101 training.
3. Provide over the phone or via e-mail and webinar advice and technical assistance as requested by the community, within the scope of available resources and expertise.
4. Facilitate and promote ongoing press coverage of the Colorado Main Street Program and its individual local programs.
5. Provide access to resource materials, including audio-visual and published materials relating to downtown revitalization and specifically organization, design, promotion and economic restructuring.
6. Post success stories and testimonials from the Candidate Program on the DOLA website and share links to the National Trust Main Street Center and other state coordinating programs.
7. Maintain the Colorado Main Street Facebook page as a way to promote the activities of the local programs.

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8. Publish a quarterly Main Street Newsletter, highlighting local programs, partners and resources.
  9. Assist the Candidate Program in local capacity building efforts. Assistance may come from additional meetings with DOLA Regional Managers, Main Street Staff, local or state-wide foundations, other state agencies or from established Main Street Communities or through the sharing of best practices.
  10. Assist the Candidate Program in local fundraising capacity. Assistance may come from additional meetings with DOLA Regional Managers, Main Street Staff, local or state-wide foundations, other state agencies or from established Main Street Communities or through the sharing of best practices.
  11. Connect Candidate Programs with partner services and resources to assist in reducing barriers and solving local problems. These partners include non-profits, other state agencies, federal agencies, private foundations and for-profit businesses.
  12. Review quarterly reports and provide guidance and advice for the Candidate Program to complete a successful application.
  13. Establish benchmarks with the Candidate Program to ensure a successful Main Street application.
  14. Conduct an on-site annual review of the Candidate's progress towards becoming a Main Street Community.
  15. Make available a historic preservation architect to provide, on a first-come, first-served basis, façade schematics, assessments, training and in-fill design work.
  16. As resources permit, develop heritage tourism content for placement on state and local websites.
- B. Community agrees to:
1. Assess the best model for developing a Colorado Main Street Program. The Candidate should begin to review if the local community will participate and support the process of:
    - a. Completing the Colorado Main Street Application;
    - b. Creating or modifying an existing entity that might house a Main Street Program;
    - c. Financially supporting a Main Street program, office (with a computer and email connection), and a part time (20 hr/week) Main Street Manager;
    - d. Compiling data and completing Quarterly and Annual Reporting Requirements of the Colorado Main Street Program;

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- e. Forming four committees (Design, Organization, Promotion, and Economic Restructuring) and a Board to manage a Main Street Program;
2. Compile basic marketing and promotions material, including high resolution (300dpi) photographs, information on downtown businesses, and a list of events in and around the community.
3. Complete basic reporting requirements, including progress reports based on benchmarks established with DOLA. The forms for these reports will be provided by DOLA.
4. Concentrate the Program activities within the boundaries of the target area that is designated by the local program.
5. Require appropriate staff participation in Main Street meetings scheduled around the state. The local program, or equivalent, shall be responsible for the staff's travel costs and expenses associated with these meetings.
6. Attend at least three of the following training opportunities in the year:
  - a. DCI Downtown Institutes (All quarterly Institutes taken together constitutes one training)
  - b. National Main Streets Conference
  - c. International Downtown Association Spring Conference
  - d. International Downtown Association Annual Conference
  - e. Colorado Preservation Inc. Annual Conference
  - f. DCI Annual Conference
  - g. One Main Street Webinar conducted by DOLA or other approved organization
  - h. Colorado Brownfields Foundation Annual Conference
  - i. Economic Development Council of Colorado Spring or Fall Conference
  - j. Historic Preservation Commission Training

Program staff are required to attend at least three of the continuing education opportunities above. Other industry options for continuing education will be considered but must receive approval by DOLA to meet the requirement prior to attendance. Registration fees for one program representative to attend DCI's Downtown Institutes and Annual Conference are included in the program's annual fee payment.

7. In the event that on-site services are requested, the community must have at least sixty percent (60%) of persons designated to participate in the event committed to attend at least 48 hours before the scheduled event. DOLA reserves the right to cancel said on-site service if this requirement is not met.
8. Assist in local arrangements during on-site and public relations visits to the

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community, as requested by DOLA.

9. Provide DOLA with one (1) copy of any materials and/or publications relating to the community's Candidate Program. Materials may include board meeting minutes, approved budgets, local training flyers, newsletters, and promotional materials, etc. These items should be submitted at quarterly manager meetings.
10. Present an annual "State of Main Street" report to the local elected body. Submit report to DOLA.
11. Acknowledge being an official Colorado Main Street Candidate Community.
12. Maintain current Colorado Main Street membership with DCI by rendering annual payments of \$1000.

C. DCI Agrees to:

1. Create a Colorado Main Street membership category that allows for one free registration to all Downtown Institutes and the Annual Conference.
2. Participate in the Main Street selection process as Advisory Committee members.

E. Other conditions:

1. The term of this Agreement shall be for one year, beginning \_\_\_\_\_ (date of MOU execution) and ending \_\_\_\_\_. It may be extended or revised only with the approval of the DOLA Main Street Coordinator, the President of the Board of the Local Program and the Mayor of the Community.
2. Notwithstanding any other provisions of this Agreement, if funds anticipated for continued fulfillment, at the time of the Agreement are, at any time, not forthcoming or insufficient, then DOLA shall have the right to amend or terminate this Agreement without penalty by giving the community not less than sixty (60) days written notice.
3. If the Community fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the community violates any terms of this Agreement, DOLA shall have the right to terminate this Agreement and withhold further services by giving the community not less than sixty (60) days written notice.

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**II. Compensation**

- A. DCI will receive no payment from DOLA for services related to this agreement.
- B. The Community is not required to pay DOLA for services related to this agreement.
- C. DCI is a 501(c) 3 Colorado nonprofit corporation. Tax I.D. number is 74-2236813. Please make all checks payable to "Downtown Colorado, Inc." or "DCI" and write "Main Street Agreement" in the memo section.

**III. Representations and Warranties**

All parties to this agreement represent and warrant (i) that they have no obligations, legal or otherwise, inconsistent with the terms of this Agreement, (ii) that the performance of the services called for by this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that the parties will not use in the performance of responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that neither party has entered into nor will enter into any agreement (whether oral or written) in conflict with this Agreement.

**IV. Entire Agreement and Notice**

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of all parties. Any notice given under this Agreement will be sufficient if it is in writing and if sent by certified or registered mail.

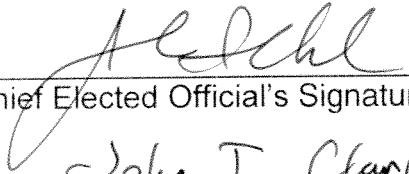
**V. Compliance with Law**


In connection with his/her services rendered hereunder, all parties agree to abide by all federal, state, and local laws, ordinances and regulations.

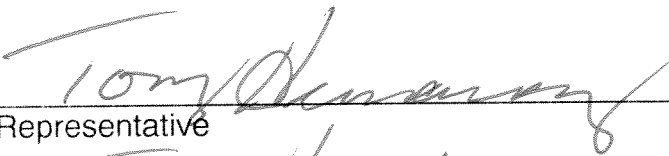
**VI. Governing Law**

This Agreement will be construed in accordance with, and all actions arising hereunder will be governed by, the laws of the State of Colorado.

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BY:  7.2.12  
Chief Elected Official's Signature Date  
John I. Clark Ridgway, Town of  
Print Name Community

BY:  7/16/12  
Executive Director Date  
K Correll \_\_\_\_\_  
Print Name DCI

BY:  7-18-12  
Representative Date  
TONY HERNANDEZ DIRECTOR DOLA  
Print Name DOLA