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**City of Las Cruces**  
 PEOPLE HELPING PEOPLE

**Council Action and Executive Summary**

Item # 8 Ordinance/Resolution# 11-093 Council District:       

For Meeting of October 18, 2010  
 (Adoption Date)

**TITLE: A RESOLUTION ACCEPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE THOMAS BRANIGAN MEMORIAL LIBRARY, THE LAS CRUCES PUBLIC SCHOOLS, AND THE TOWN OF MESILLA TO ESTABLISH A BRANCH LIBRARY AND READING ROOM AT THE SAN ANDRES HIGH SCHOOL IN THE TOWN OF MESILLA.**

**PURPOSE(S) OF ACTION:** The purpose of the resolution is to expand public access to library services by pooling the resources of the Library, the Las Cruces Public Schools, and the Town of Mesilla.

<b>Drafter and Staff Contact:</b> Lynette Schurdevin <i>Lynette Schurdevin</i>		<b>Department:</b> Public Services/Library		<b>Phone:</b> 528-4009	
<b>Department</b>	<b>Signature</b>	<b>Phone</b>	<b>Department</b>	<b>Signature</b>	<b>Phone</b>
Department Director	<i>[Signature]</i>	528-3477	Budget	<i>[Signature]</i>	541-2107
Other	<i>[Signature]</i>	541-2281	Assistant City Manager	<i>[Signature]</i>	541-2271
Legal	<i>[Signature]</i>	541-2128	City Manager	<i>[Signature]</i>	541-2076

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:** At present, public library services are limited to one main library, a small satellite at Munson Center, and a few community reading rooms, none of which are located in the Town of Mesilla. With present and predicted budget constraints it is unlikely that a branch library can be built in this area. The parties of the Memorandum of Understanding are interested in pooling resources to provide the Town of Mesilla with library services. The Las Cruces Public Schools agrees to provide space for a small library branch at the San Andres High School, limited staffing, shelving and furniture as needed, and access to their integrated library system. The Thomas Branigan Memorial Library agrees to provide materials and limited staffing. The Town of Mesilla will provide public access computers, set up in accordance with school guidelines, and promote library services to residents of the Town. No additional funding is needed for this service on behalf of the Library.

**SUPPORT INFORMATION:**

1. Resolution/Ordinance.
2. Exhibit "A" Memorandum of Understanding.

(Continue on additional sheets as required)

**SOURCE OF FUNDING:**

<b>Is this action already budgeted?</b>  N/A	Yes	<input type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from:
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.
<b>Does this action create any revenue?</b>	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: _____ in the amount of \$ _____.
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

**FUND SUMMARY:**

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
N/A					

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will allow the Library to expand its services to residents outside the city limits at no additional cost.
2. Vote "No"; this will mean that Library patrons will need to continue to commute to the Library for most of their library service needs.
3. Vote to "Amend"; this could delay the process and possibly add costs to the proposal.
4. Vote to "Table"; this could deny library services to those outside the city limits of Las Cruces.

**REFERENCE INFORMATION**

RESOLUTION NO. 11-093

**A RESOLUTION ACCEPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE THOMAS BRANIGAN MEMORIAL LIBRARY, THE LAS CRUCES PUBLIC SCHOOLS, AND THE TOWN OF MESILLA TO ESTABLISH A BRANCH LIBRARY AND READING ROOM AT THE SAN ANDRES HIGH SCHOOL IN THE TOWN OF MESILLA.**

The City Council is informed that:

**WHEREAS**, the Thomas Branigan Memorial Library, the Las Cruces Public Schools, and the Town of Mesilla, NM are interested in providing public library services in the Town of Mesilla; and

**WHEREAS**, the Las Cruces Public Schools has agreed to provide space for a small branch library at the San Andres High School in Mesilla, NM, furniture and shelving, access to their integrated library system, and limited staffing; and

**WHEREAS**, the Thomas Branigan Memorial Library has agreed to provide books and limited staffing; and

**WHEREAS**, the Town of Mesilla will provide public access computers and promote library services to its residents.

**NOW, THEREFORE**, Be it resolved by the governing body of the City of Las Cruces:

(I)

**THAT** the City of Las Cruces hereby approves the proposed Memorandum of Understanding between the City of Las Cruces, the Town of Mesilla, and the Las Cruces Public Schools, attached hereto as Exhibit "A" and made a part of this Resolution.

(II)

**THAT** the City Manager of Las Cruces is hereby authorized to execute the Memorandum of Understanding.

(III)

THAT City Staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(SEAL)

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

VOTE:

Mayor Miyagishima:	_____
Councillor Silva:	_____
Councillor Connor:	_____
Councillor Pedroza:	_____
Councillor Small:	_____
Councillor Sorg:	_____
Councillor Thomas:	_____

APPROVED AS TO FORM:

  
City Attorney

CONTRACT # \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAS  
CRUCES/THOMAS BRANIGAN MEMORIAL LIBRARY, THE LAS CRUCES  
PUBLIC SCHOOLS AND THE TOWN OF MESILLA**

**THIS** Memorandum of Understanding is entered into between the City of Las Cruces/Thomas Branigan Memorial Library, hereinafter "City", the Las Cruces Public Schools, hereinafter "Schools" and the Town of Mesilla, hereinafter "Town". Together, the City, Schools and Town are referred to as the "Parties".

**WHEREAS**, the Parties are interested in collaborating together in order to expand public access to library services by pooling resources;

**WHEREAS**, the Schools have agreed to provide space for a small branch library or reading room at the San Andres High School in Mesilla, limited staffing and access to their integrated library system;

**WHEREAS**, the City has agreed to provide materials and limited staffing for a small branch or reading room at the San Andres High School in Mesilla;

**WHEREAS**, the Town of Mesilla will provide public access computers and promote library services to its residents.

**NOW THEREFORE**, the Parties hereby mutually agree to provide for and support a small branch library or reading room at the San Andres High School in Mesilla as follows:

**A. FACILITIES**

The Schools will:

1. Provide space in the San Andres High School for a reading room or branch library.
2. Provide any shelving or furniture needed.
3. Designate parking spaces near or adjacent to the library facility for public use.
4. Provide access to the library facility during designated hours during the school year.

**B. STAFFING**

The Schools will:

1. Provide limited staffing during designated hours during the school year.

2. Provide training for library staff on the use of their software.

The City will:

1. Provide limited staffing during designated hours during the school year.
2. Provide limited staffing of branch library or reading room during the summer months at a time to be determined later.

**C. OPERATIONS**

The Schools will:

1. Use Branigan Library material and patron barcodes, along with existing school library barcodes, to allow Branigan Library patrons to check out items.
2. Maintain existing computer functions and provide IT help as necessary.
3. Provide monthly circulation statistics.
4. Provide support for Summer Reading programs and activities in June and July of each year.
5. Distribute promotional materials in connection with library or school library programs to students, staff, parents and residents.

The City will:

1. Provide reading programs and activities to students, families and residents on a weekly or monthly basis, based on demand.
2. Provide inter-library loan items as requested.
3. Provide daily delivery and pick-up of materials to the central office for distribution.
4. Provide Thomas Branigan Memorial Library materials to current library card holders from both Branigan Library and the Las Cruces Public Schools.

The Town will:

1. Provide public access computers for residents of Mesilla, set up per school guidelines.
2. Promote library to students, parents and residents of Mesilla.

**D. COLLECTIONS**

The City and Schools will:

1. Jointly provide adult fiction and non-fiction; children's and young adult fiction and non-fiction materials; large print; limited Spanish language materials for the collection.

**E. The Parties Agree:**

1. To meet as requested by any party, to discuss the progress of the program and its continued feasibility.
2. To deliver an annual written report to the City, Schools and Town inclusive of successes, challenges and recommendations for continued collaboration and funding.
3. To deliver presentations on this subject matter to any board and/or in joint work sessions as requested.
4. To use their best efforts to comply with the provisions of this Understanding.

**F. All correspondence relating to this Understanding shall be sent jointly to:**

Terrence R. Moore  
City Manager  
City of Las Cruces  
P.O. Box 20000  
Las Cruces, NM 88004

Stan Rounds  
Superintendent  
Las Cruces Public Schools  
505 S. Main St., Ste. 249  
Las Cruces, NM 88001

Nora L. Barraza  
Mayor  
Town of Mesilla  
P.O. Box 10  
Mesilla, NM 88046

Lynette Schurdevin  
Library Administrator  
City of Las Cruces  
200 E. Picacho Ave.  
Las Cruces, NM 88001

**G.** This Understanding shall not be altered, changed or amended except by written instrument signed by all parties.

**H.** By entering into this Understanding, none of the parties nor their respective "public employers" as defined in the New Mexico Tort Claims Act, waive sovereign immunity or any defense, or limitations of liability pursuant to law.

**I.** It is agreed between the parties executing this Understanding that it is not intended by any of the provisions in the Understanding to create on behalf of the public or any member thereof the status of third party beneficiary or to authorize anyone not a party to the Understanding to maintain a suit based upon this Understanding.

**J.** None of the parties shall assign any interest in this Understanding nor transfer or assign any claims for money due or to become due under this Understanding, without the prior written consent of all other parties.

**K.** This Understanding shall be construed in accordance with the laws of the State of New Mexico. All parties shall comply with all applicable federal, state and local laws, the New Mexico Procurement Code and any time limitations imposed by the State.

L. This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

M. If any section, paragraph, sentence, clause, word, or phrase of this Understanding is for any reason held to be illegal, unconstitutional, invalid or unenforceable by a court or agency of competent jurisdiction, said provision shall be considered automatically excluded from this Understanding and shall not affect the validity of the remaining provisions of this Understanding.

N. Any party may terminate this Understanding, which shall remain in force until amended or terminated, upon ninety (90) days advance written notice.

O. This Understanding is contingent upon sufficient appropriations and authorization being made by the City, Schools or Town, for the applicable fiscal year for the performances under the Understanding.

IN WITNESS WHEREOF, each party has executed this Understanding effective:

\_\_\_\_\_.

\_\_\_\_\_  
Terrence R. Moore  
City Manager  
City of Las Cruces

*Stan Rounds*  
\_\_\_\_\_  
Stan Rounds  
Superintendent  
Las Cruces Public Schools

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

Date: 9/29/10

*Nora L. Barraza*  
\_\_\_\_\_  
Nora L. Barraza  
Mayor  
Town of Mesilla

Date: 9/29/10

APPROVED AS TO FORM:

*[Signature]*  
\_\_\_\_\_  
City Attorney