City of Las Cruces®

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Council Action and Executive Summary

Item # 9 **Ordinance/Resolution#** 11-094 **Council District:** ___

For Meeting of October 18, 2010

TITLE: A RESOLUTION ADOPTING AN AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE LAS CRUCES PUBLIC SCHOOLS (LCPS) FOR COOPERATIVE USE OF CURRENT AND FUTURE RECREATIONAL SPACE, ATHLETIC FIELDS, BUILDINGS AND FACILITIES, AND REPEALING EXISTING AGREEMENTS BETWEEN THE CITY AND LCPS WHICH WERE ADOPTED PURSUANT TO RESOLUTIONS 00-296, 03-326 AND 04-091.

PURPOSE(S) OF ACTION: To enter into a new, mutually beneficial agreement with the Las Cruces Public Schools to allow cooperative use of recreational space, athletic fields, buildings and facilities.

Drafter and Staff Contact: Mark Johnston		**Department:** Facilities/Parks & Rec		**Phone:** 541-2557	
Department	**Signature**	**Phone**	**Department**	**Signature**	**Phone**
Facilities Director		541-2506	Budget		541-2107
Other			Assistant City Manager		541-2271
Legal		541-2128	City Manager		541-2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS: The City of Las Cruces and the Las Cruces Public Schools (LCPS) have shared maintenance and operational responsibilities for soccer and softball fields since 1985. The original agreement between the two entities, which was entered into on April 29, 1985, governed the maintenance and operation of the first five High Noon soccer fields near Mayfield High School. In 1999, the City, LCPS and the High Noon Soccer League (now known as the Las Cruces Youth Soccer League) worked cooperatively to develop a dual use flood control/soccer field addition commonly known as the Field of Dreams soccer complex. This project added several new soccer fields for a total of 16 fields. The City entered into a Joint Powers Agreement with LCPS pursuant to Resolution 00-296 on May 1, 2000 which defined the use and maintenance responsibilities of the soccer fields. LCPS and the City were to work cooperatively to schedule the fields, and the City was to perform all field maintenance. This agreement has remained in effect.

In 2003, the City entered into another Joint Powers Agreement with LCPS for the lease and maintenance of the newly constructed Field of Dreams Softball Complex which contains four softball fields. Under this agreement, the City maintains the fields and complex grounds while LCPS maintains the facility infrastructure. As with the soccer fields, LCPS and community athletic groups utilize the fields. The Joint Powers Agreement, which

(Continue on additional sheets as required)

superseded a temporary Joint Powers Agreement approved earlier via Resolution 03-326, was entered into pursuant to Resolution 04-091 on September 2, 2003 and is still in effect.

Recently, City and LCPS staff began discussing the possibility of entering into a unified cooperative agreement for all City and LCPS recreational space, athletic fields and facilities. Such an agreement would be mutually beneficial and help address many issues such as budget constraints for both entities and increased recreational field and facility usage/demand. The agreement would also align City and LCPS recreational usage policies, formalize and combine existing informal and formal agreements into one umbrella agreement and allow both entities to work cooperatively to pursue future recreational facility needs.

The proposed "Agreement between The City of Las Cruces and Las Cruces Public Schools for Cooperative use of Current and Future Recreational Space, Athletic Fields, Buildings and Facilities" (Agreement) consists of a general agreement supplemented by facility specific attachments. It would supersede any existing agreements and contains the following major provisions:

- The City and LCPS will work cooperatively to schedule the fields and facilities.
- Each entity shall indemnify the other.
- The City may charge rental fees to community users of LCPS fields to cover administrative or maintenance costs the City or LCPS incur.

Attachment "A" governs the lease, maintenance responsibilities and use priorities for the Field of Dreams Soccer and Softball Complex and Football stadium. Attachment "B" governs the use of Apodaca/Paz and any future baseball fields. Attachment "C" covers Lions Park Tennis Courts and any future tennis courts. Attachment "D" covers the use of pools.

This agreement will more effectively balance maintenance and usage of the facilities and will establish clear policies and parameters that will ensure clarity and continuity. Adoption of this Resolution will approve the Agreement and supersede any existing agreements between the City and LCPS. Adoption of the Agreement by the LCPS Board will also be required in order to finalize the Agreement.

The Agreement and Attachments A-D are attached.

SUPPORT INFORMATION:

1. Resolution
2. Exhibit "A" Agreement between The City of Las Cruces and Las Cruces Public Schools for Cooperative use of Current and Future Recreational Space, Athletic Fields, Buildings and Facilities, including Attachments A-D.

(Continue on additional sheets as required)

SOURCE OF FUNDING:

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

FUND SUMMARY: (Please make sure to change the gray font to black for scanning purposes.)

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 approve the Agreement between The City of Las Cruces and Las Cruces Public Schools for Cooperative use of Current and Future Recreational Space, Athletic Fields, Buildings and Facilities, including Attachments A-D and cancel any prior agreements governing the use and maintenance of athletic facilities.
2. Vote "No"; this will not approve the Agreement or supersede any existing agreements between the City and LCPS. Use and maintenance responsibilities for the athletic facilities will remain as they are, and there will be no additional agreements governing other types of facilities.
3. Vote to "Amend"; this could include approving some portions of the Agreement but not others, or amending the basic provisions of the Agreement as per Council's direction.
4. Vote to "Table"; this could result in a delay in approving the Agreement.

REFERENCE INFORMATION

(Continue on additional sheets as required)

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

1. Resolution No. 00-296
2. Resolution No. 03-326
3. Resolution No. 04-091

(Continue on additional sheets as required)

RESOLUTION NO. 11-094

A RESOLUTION ADOPTING AN AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE LAS CRUCES PUBLIC SCHOOLS (LCPS) FOR COOPERATIVE USE OF CURRENT AND FUTURE RECREATIONAL SPACE, ATHLETIC FIELDS, BUILDINGS AND FACILITIES, AND REPEALING EXISTING AGREEMENTS BETWEEN THE CITY AND LCPS WHICH WERE ADOPTED PURSUANT TO RESOLUTIONS 00-296, 03-326 AND 04-091.

The City Council is informed that:

WHEREAS, the City of Las Cruces, New Mexico (City), and the Las Cruces Public Schools (LCPS) currently share responsibility for the operation and maintenance of various athletic facilities; and

WHEREAS, several agreements governing the use and maintenance of these facilities have been entered in to over the years; and

WHEREAS, increased demand, budget constraints and the desire to more efficiently utilize all City and LCPS athletic and recreational facilities have created the need for a new agreement between the City and LCPS; and

WHEREAS, such an agreement has been prepared in conjunction with LCPS staff and will govern the use and maintenance of not only athletic facilities but also pools, classroom and meeting space and school gardens; and

WHEREAS, this agreement will balance maintenance and usage responsibilities and align City and LCPS policies governing facility use, resulting in better recreational opportunities for City residents; and

WHEREAS, approval by the LCPS Board will also be required to finalize the agreement.

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

(I)

THAT the Agreement between the City of Las Cruces and Las Cruces Public Schools for Cooperative use of Current and Future Recreational Space, Athletic Fields, Buildings and Facilities, including Attachments A-D attached hereto as Exhibit "A", is hereby approved.

(II)

THAT prior agreements governing maintenance and use of athletic facilities that were approved pursuant to Resolutions 00-296, 03-326 and 04-091 are hereby terminated.

(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

VOTE:
Mayor Miyagishima: ____
Councillor Silva: ____
Councillor Connor: ____
Councillor Pedroza: ____
Councillor Small: ____
Councillor Sorg: ____
Councillor Thomas: ____

Moved by: _____
Seconded by: _____

APPROVED AS TO FORM:

_____
City Attorney

AGREEMENT
BETWEEN THE CITY OF LAS CRUCES AND LAS CRUCES PUBLIC SCHOOLS FOR COOPERATIVE USE OF CURRENT AND FUTURE RECREATIONAL SPACE, ATHLETIC FIELDS, BUILDINGS, AND FACILITIES

This Agreement is entered into pursuant to Section 11-1-1 et. Seq., NMSA 1978 this September 21, 2010 by and between the City of Las Cruces New Mexico, a Municipal Corporation under the laws of the State of New Mexico, herein known as City and the Board of Education of Las Cruces Public Schools herein known as LCPS.

This Agreement and attachments repeal any and all existing agreements and incorporate all the conditions, agreements, and undertakings between the parties concerning the subject matter of this Agreement and all such conditions, understandings, and agreements have been merged into this written agreement. No prior condition, agreement, or other understanding verbal or otherwise shall be valid or enforceable, unless embodied by this Agreement.

Whereas LCPS, by and through the local school board, is empowered by Section 22-5-4, NMSA 1978 (1993) to contract and lease for the School District and by Section 5-4-5 NMSA 1978 (1963) to establish and maintain recreational facilities in conjunction with any municipality; and

Whereas the City of Las Cruces is empowered by Sec 3-54-1 NMSA 1978 as amended to lease real property from LCPS without referendum; and

Whereas pursuant to the Joint Powers Act Section 11-1-1 et. seq. NMSA 1978 LCPS and the City desire to enter into this Agreement to exercise their common power to maintain recreational facilities as follows:

A. LCPS is presently the owner in fee simple of certain tracts of land and facilities that are suitable for recreational opportunities, athletic programs, community meeting space and classes;

B. The City is presently the owner in fee simple of certain tracts of land and facilities that are suitable for recreational opportunities, athletic programs, community meeting space and classes;

C. The City and LCPS are in need of sites and facilities for Community functions, recreational opportunities, athletic programs and educational classes;

D. The City and LCPS have the capacity and capability to continue maintenance and operations of the sites, buildings and facilities;

E. The City and LCPS are interested in continuing and expanding a cooperative effort aimed at increasing opportunities for recreational/athletic programs and leveraging the limited amount of field and facility space available for District and Public use;

Now therefore, in consideration of covenants set forth herein, the parties hereby agree as follows and in accordance with the site specific details outlined in the Attachments;

1. The City and LCPS agree to cooperate on a yearly basis for scheduling of fields and facilities as described in the attachments. Such schedule shall be developed by mutual consultation between the City Facilities Department Parks and Recreation Administrator or designee and Las Cruces Public Schools Athletic Director or designee.

2. The City and LCPS shall provide strict accounting for all receipts and disbursements, if any, made pursuant to this agreement.

3. The City may charge rental fees to community users of LCPS-owned athletic facilities to cover administrative and maintenance costs that LCPS or City may incur. In addition, the City may charge rental fees for LCPS use of City facilities if funds are generated from ticket sales, concessions, or other sources that do not go directly back to LCPS, ie; booster clubs, sports camps, and other non-LCPS functions.

4. The parties hereby agree;

   A. LCPS shall indemnify and hold harmless the City and its "public employees" as defined by the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-29 NMSA, 1978, from and against any and all claims, losses, fines, demands, damages, liabilities, expenses, lawsuits, attorneys fees, costs, and/or causes of action of any kind and nature whatsoever arising from or out of, connected with, resulting from or related to the performance of this Agreement by LCPS and or its "public employees" as defined by New Mexico Tort Claims Act, supra. LCPS agrees to procure and maintain contractual liability coverage in its general liability policy covering the foregoing indemnification provision and provide evidence of such insurance each year by contracting for such insurance, LCPS and its "public employees" as defined by the New Mexico Tort Claims Act, supra, do not waive sovereign immunity and or any limitations of liability provided by law.

   B. City shall indemnify and hold harmless the LCPS and its "public employees" as defined by the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-29 NMSA, 1978, from and against any and all claims, losses, fines, demands, damages, liabilities, expenses, lawsuits, attorneys fees, costs, and/or causes of action of any kind and nature whatsoever arising from or out of, connected with, resulting from or related to the performance of this Agreement by LCPS and or its

"public employees" as defined by New Mexico Tort Claims Act, supra. City agrees to procure and maintain contractual liability coverage in its general liability policy covering the foregoing indemnification provision and provide evidence of such insurance each year by contracting for such insurance, City and its "public employees" as defined by the New Mexico Tort Claims Act, supra, do not waive sovereign immunity and or any limitations of liability provided by law.

C. The intent of the parties hereto is that they only be responsible for their own actions under New Mexico common law of comparative negligence and that they not be responsible in any fashion for events of the other party hereto.

5. Neither the City nor LCPS shall assign any interest in this Agreement without the written consent of the other party.

6. Any notice or documents required under this Agreement shall be mailed to the following addresses except as changed by written notice to the other party

City Manager
City of Las Cruces
PO Box 20000
Las Cruces NM 88004

Superintendent of Schools
Las Cruces Public Schools
505 South Main Street Suite 249
Las Cruces NM 88001

7. This Agreement is binding upon the City and LCPS and their respective assignees, successors in interest, and legal representatives of any kind.

8. This Agreement between the City and LCPS and may be amended or expanded upon written agreement of the parties by addendum or attachment.

9. LCPS shall pay as they become due all assessments, charges, mortgages, liens, and taxes if any, payable in respect to the subject property(s) during the term of any property lease/rental or cooperative use of LCPS property.

10. The City shall pay as they become due all assessments, charges, mortgages, liens, and taxes if any, payable in respect to the subject property(s) during the term of any property lease/rental or cooperative use of City property.

11. Failure on the part of either party to enforce any provisions of this Agreement shall not be construed as a waiver of the right's to compel performance of such provisions or other provisions.

12. Any revenue generated from the use of facilities will be in accordance with LCPS policy and the City Parks and Recreation Fees and Charges and Facility Use Policies.

13. Signage, advertising, and other revenue based alterations will be approved prior to their installation by the LCPS Athletic Director or designee and or the City

Facility Department Parks and Recreation Administrator or designee. Signage revenue generated from advertising fees or sponsorships shall be in accordance with LCPS and City of Las Cruces policies. Signage for whatever purpose including but not limited to scoreboards or fence advertising will be approved by the City's Facility Department Parks and Recreation Administrator or designee and or the LCPS Athletic Director or designee.

14. Any improvements or alterations to the subject property(s) shall have prior approval of LCPS and City.

15. This Agreement amends any and all Joint Powers Agreements signed prior, and shall continue through May, 2025. The City and LCPS may add other sites, facilities and or recreational areas by Attachment.

16. This Agreement may be modified, deviated from, or expanded by mutual agreement between the City of Las Cruces and LCPS for situations not specifically covered under the agreement and/or attachments.

DONE AND APPROVED this 21st day of September, 2010.

Dr. Connie Phillips
President, LCPS School Board of Education

DONE AND APPROVED this _____ day of _____, 2010.

Terrence Moore
City Manager, City of Las Cruces

Stan Rounds
Superintendant, Las Cruces Public Schools

Legal, City of Las Cruces

Legal, Las Cruces Public Schools

"ATTACHMENT A"
AGREEMENT
BETWEEN THE CITY OF LAS CRUCES AND LAS CRUCES PUBLIC SCHOOLS
FOR THE LEASE, MAINTENANCE AND USE OF THE FIELD OF
DREAMS SOCCER AND SOFTBALL COMPLEX, AND FOOTBALL STADIUM

This attachment covers site specific terms and conditions and brings further clarity to the terms of the Agreement. All terms and conditions of the Agreement apply to this and the City of Las Cruces (City) and the Las Cruces Public Schools (LCPS) agree as follows;

1. LCPS hereby leases unencumbered fee simple title to the City, those parcels of land described in Exhibit "A" identified as Soccer fields six through sixteen. LCPS retains ownership of those parcels of land described in Exhibit "A" identified as Soccer fields one through five, the Softball complex and Football stadium.

2. **Field Usage**

   a. Priority use of the property shall be for soccer, softball, LCPS and City activities.
   b. Field 5 will be used minimally by LCPS for school district track and field events. If other property becomes available track and field events may be moved by mutual agreement between the City and LCPS.
   c. The area immediately south of field 5 may also be used for track and field events. If other property becomes available, track and field events may be moved by mutual agreement between the City and LCPS. In the event other property becomes available for track and field events, the City may use the parcel for park purposes.
   d. Fields 8 through 16 as designated in Exhibit "A" shall be used for soccer, community events and will serve as a storm water detention facility during flood conditions.

3. **Field scheduling**

   Soccer Fields 1 through 16 as designated in Exhibit "A", the City and LCPS agree to the following usage and priority ranking;

   a. First priority - LCPS soccer programs or activities;
   b. Second priority - City sponsored or co-sponsored soccer programs or recreational activities, please note that at this time the City does not run any City leagues that utilize the Field of Dreams;
   c. Third priority - Community youth soccer club or league, currently Las Cruces Youth Soccer League;
   d. Fourth priority - Adult soccer leagues or youth soccer leagues not defined above and other approved uses by the City and or LCPS.

e. Teams and or players registered with the U.S. Soccer Federation, Inc. or some part there of will be given, within the scope of this agreement preference to play soccer on the Grant Fields designated in Exhibit "A" as fields 6 through 16.

Softball Complex, fields 1 through 4 as designated in Exhibit "A", the City and LCPS agree to the following usage and priority list;

A. **Use** of the complex will be for LCPS softball competition, Community softball programs, games/events.

1. Mid-February, March, April, and 1st two weeks of May

    a. First priority – LCPS
    b. Second priority – City
    c. Third priority – Others (as approved by the City's Facility Department representative and the LCPS Athletic Director or representative)

2. Last two weeks of May through third week of November

    a. First priority – City
    b. Second priority – LCPS
    c. Third priority – Others (as approved by the City's Facility Department representative and the LCPS Athletic Director or representative)

B. **Maintenance: LCPS** will provide all maintenance, operations and pay all utilities associated with soccer fields one through five, football stadium and Field of Dreams Softball Complex.

i. Turf maintenance of soccer fields one through five (mowing, fertilizer, aeration)
ii. Turf and infield maintenance of softball fields one through four
iii. Maintenance of common grounds, (landscape, hardscape, parking areas)
iv. Maintenance and operations of irrigation systems.
v. Game preparations for all softball and soccer games.
vi. Master scheduling and coordination of soccer fields one through five and Softball fields one through four.
vii. Cost of utilities including the electrical, water and operational costs for wells A & B.
viii. Provide all locks and key system for Soccer fields one through five and Softball fields one through four

C. **Maintenance: City of Las Cruces** will provide maintenance, operations and pay electrical costs associated with Soccer fields six through sixteen

ix. Turf maintenance of Soccer Fields six through sixteen (mowing, fertilizer, aeration)
x. Maintenance of common grounds, (landscape, hardscape, parking areas adjacent to the soccer fields)
xi. Maintenance and operations of irrigation systems.
xii. Master scheduling and coordination of Soccer Fields six through sixteen
xiii. Cost of electrical services to lights on fields six and seven.
xiv. Provide all locks and key system for Soccer fields six through sixteen

D. Wells A & B as designated in Exhibit A; shall be used for watering the stadium, softball and soccer fields. All water rights to remain with LCPS. Watering schedules shall be coordinated to ensure maximum use of the fields with minimum impact. LCPS will be responsible for any repairs, maintenance or replacement of parts and equipment related to wells A & B. In the event of an order from the State Engineer enjoining the use of wells A & B, LCPS and the City shall cooperate and coordinate to obtain another water source for irrigation purposes.

4. City and LCPS agree to cooperate on a yearly and /or as needed basis for the scheduling and use of the fields.

5. This Attachment may be modified, deviated from, or expanded by mutual agreement between the City of Las Cruces and LCPS for situations not specifically covered under the agreement.

"ATTACHMENT B"
AGREEMENT
BETWEEN THE CITY OF LAS CRUCES AND LAS CRUCES PUBLIC SCHOOLS
FOR USE OF APODACA/PAZ AND FUTURE BASEBALL FIELDS

This attachment covers site specific terms and conditions and brings further clarity to the terms of the Agreement. All terms and conditions of the Agreement apply and the City of Las Cruces (City) and the Las Cruces Public Schools (LCPS) agree as follows;

1. The City and LCPS recognize the need to cooperatively work together in an effort to leverage and maximize the use of the limited number of recreational /athletic fields and facilities throughout the City.

2. The City, LCPS and local community organizations run athletic programs that require the use of City property and LCPS property for games, practices and tournaments.

3. LCPS has athletic programs that require the use of full size baseball fields and stadium seating to accommodate spectators.

In an effort to further the intent and cooperative nature of the Agreement, the City will provide LCPS at no cost the use of Apodaca and Paz baseball fields for LCPS league games and school related tournaments. The City will provide:

1. Use of City Baseball Fields for LCPS athletic programs and district related tournaments.

2. All maintenance of buildings, grounds, spectator areas and game field preparations.

3. Turf maintenance and irrigation

4. All costs related to utilities and maintenance products

5. Use of concession stands; LCPS may choose to operate the stands or utilize the local league concession operators

LCPS will provide:

1. Security

2. Supervision of grounds and any employees related to ticket sales/gate management.

3. This Attachment may be modified, deviated from, or expanded by mutual agreement between the City of Las Cruces and LCPS for situations not specifically covered under the agreement.

"ATTACHMENT C"
AGREEMENT
BETWEEN THE CITY OF LAS CRUCES AND LAS CRUCES PUBLIC SCHOOLS
FOR USE OF LIONS PARK TENNIS COURTS AND FUTURE TENNIS COURTS

This attachment covers site specific terms and conditions and brings further clarity to the terms of the Agreement. All terms and conditions of the Agreement apply and the City of Las Cruces (City) and the Las Cruces Public Schools (LCPS) agree as follows;

1. The City and LCPS recognize the need to cooperatively work together in an effort to leverage and maximize the use of the limited number of recreational /athletic fields and facilities throughout the City.

2. The City, LCPS and local community organizations run athletic programs that require the use of City property and LCPS property for games, practices and tournaments.

3. LCPS has athletic programs that require the use of a multi-court tennis facility and accommodate spectators.

In an effort to further the intent and cooperative nature of the Agreement, the City will provide LCPS at no cost the use of Tennis Courts for league games and school related tournaments.

The City will provide:

1. Use of Tennis Courts for LCPS athletic programs and district related tournaments.

2. All maintenance of buildings, grounds, spectator areas and tennis courts.

3. All costs related to utilities and maintenance products.

LCPS will provide:

1. Security

2. Supervision of grounds and any employees related to ticket sales/gate management.

3. This Attachment may be modified, deviated from, or expanded by mutual agreement between the City of Las Cruces and LCPS for situations not specifically covered under the agreement.

"ATTACHMENT D"
AGREEMENT
BETWEEN THE CITY OF LAS CRUCES AND LAS CRUCES PUBLIC SCHOOLS
FOR USE OF POOLS

This attachment covers site specific terms and conditions and brings further clarity to the terms of the Agreement. All terms and conditions of the Agreement apply and the City of Las Cruces (City) and the Las Cruces Public Schools (LCPS) agree as follows;

1. The City and LCPS recognize the need to cooperatively work together in an effort to leverage and maximize the use of the limited number of recreational /athletic fields and facilities throughout the City.

2. The City, LCPS and local community organizations run athletic programs that require the use of City property and LCPS property for games, practices and tournaments.

3. LCPS has athletic/recreational programs that require the use of swimming pools.

In an effort to further the intent and cooperative nature of the Agreement, the City will provide LCPS the use of pools for practice, league meets and school related activities.

The City will provide:

1. Use of Pools for LCPS athletic programs and district related activities as outlined;

    a. LCPS may be charged for non athletic use of pools as outlined in the Parks and Recreation Fees and Facility Use Policy.

2. All maintenance of buildings, grounds, spectator areas and swimming pool.

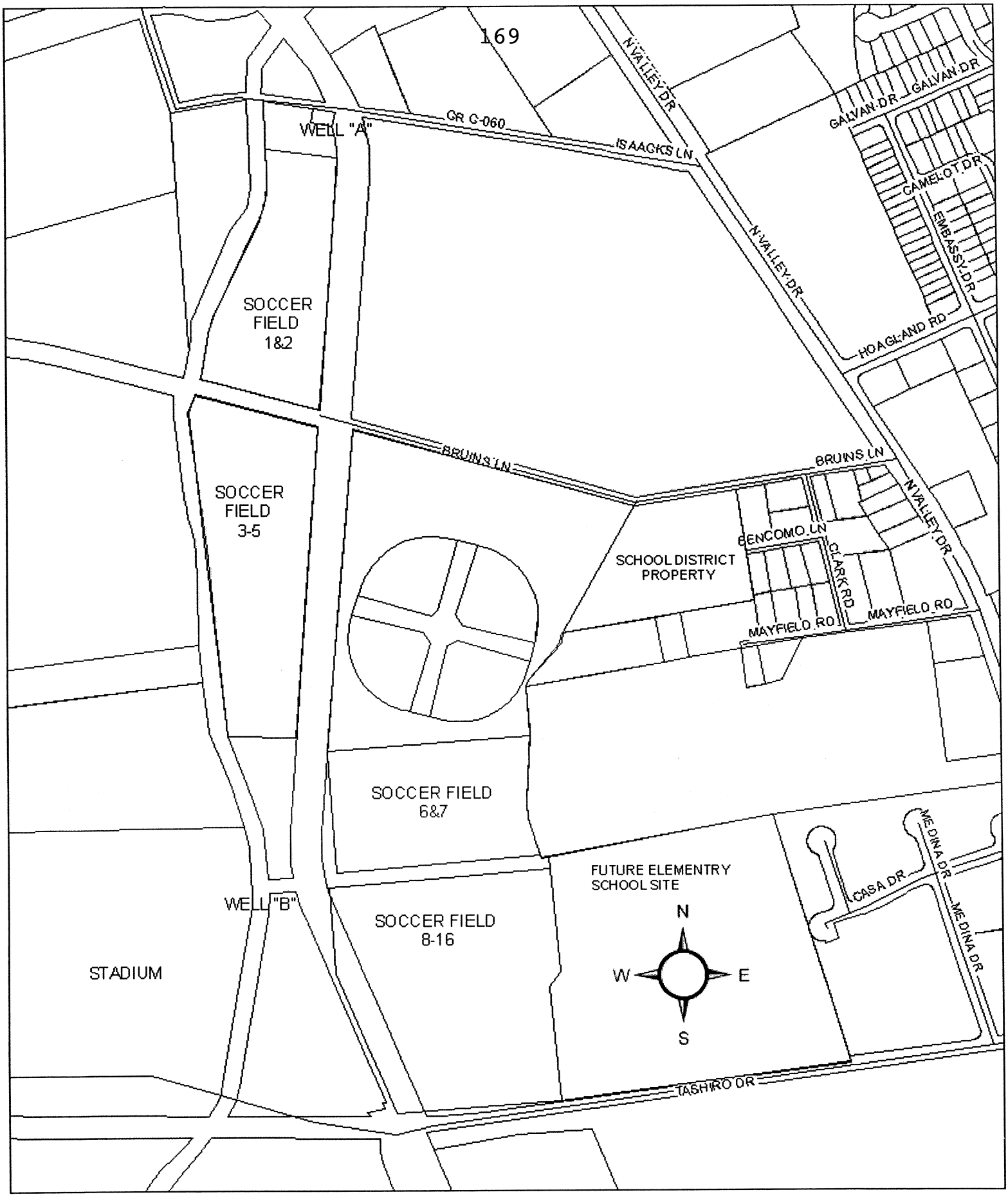
3. All costs related to utilities and maintenance products.

LCPS will provide:

1. Security/staff supervision

2. Supervision of grounds and any employees related to ticket sales/gate management.

3. This Attachment may be modified, deviated from, or expanded by mutual agreement between the City of Las Cruces and LCPS for situations not specifically covered under the agreement.



Field of Dreams

EXHIBIT A

0 175 350 700 1,050 1,400 Feet