

City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 5

Ordinance/Resolution# 12-058

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of October 3, 2011
(Adoption Date)

TITLE: A RESOLUTION AUTHORIZING A BIENNIAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAS CRUCES, THE NEW MEXICO MAINSTREET PROGRAM, AND THE DOWNTOWN LAS CRUCES PARTNERSHIP.

PURPOSE(S) OF ACTION:

To continue the planning and revitalization partnership between the City of Las Cruces, the New Mexico MainStreet Program, and the Downtown Las Cruces Partnership.

COUNCIL DISTRICT: 1		
<u>Drafter/Staff Contact:</u> William Slettom	<u>Department/Section:</u> Community Development	<u>Phone:</u> 528-3163
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces and the Downtown Las Cruces Partnership (DLCP) have been members of the New Mexico MainStreet Program for more than ten years and this association has yielded significant benefits in both technical and financial support. Following the MainStreet four-point approach to revitalization, DLCP has generated a high level of public participation to plan and implement the revitalization of downtown. Membership in New Mexico MainStreet was instrumental in the City receiving State grant money for planning, design, and construction of Main Street and La Placita.

New Mexico MainStreet has also provided technical assistance useful for the revitalization of downtown including economic analysis, business consultations with Main Street proprietors, and design assistance to property owners.

Recent activities supported by New Mexico MainStreet include the Façade Squad Project that cleaned, repaired and painted three Main Street buildings. Current and upcoming technical services include business plan development and feasibility studies for the 201 North Main Street building, and marketing strategies for downtown business and property owners.

Financial support for this program is through a separate Memorandum of Understanding with the Las Cruces Downtown Partnership as described in Attachment 'A'.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A," Biennial Memorandum of Understanding.
3. Attachment "A," Resolution No. 11-197.

SOURCE OF FUNDING:

Is this action already budgeted? 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.
Does this action create any revenue? N/A	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: _____ in the amount of \$ _____ for FY _____.	
	No	<input type="checkbox"/>	There is no new revenue generated by this action.	

BUDGET NARRATIVE

N/A

FUND EXPENDITURE SUMMARY:

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

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution authorizing a Biennial Memorandum of Understanding between the City of Las Cruces, The New Mexico MainStreet Program, and the Downtown Las Cruces Partnership.
2. Vote "No"; this will not approve the Resolution authorizing a Biennial Memorandum of Understanding between the City of Las Cruces, The New Mexico MainStreet Program, and the Downtown Las Cruces Partnership, and the City will no longer qualify to receive services from the New Mexico MainStreet Program.
3. Vote to "Amend"; this could modify the terms of the Resolution.
4. Vote to "Table"; this will postpone the Resolution.

REFERENCE INFORMATION:

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

1. N/A

RESOLUTION NO. 12-058**A RESOLUTION AUTHORIZING A BIENNIAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAS CRUCES, THE NEW MEXICO MAINSTREET PROGRAM, AND THE DOWNTOWN LAS CRUCES PARTNERSHIP.**

The City Council is informed that:

WHEREAS, the City has benefited from the New Mexico MainStreet Program through its partnership with the Downtown Las Cruces Partnership for more than ten years; and

WHEREAS, New Mexico MainStreet is an affiliated program of the National Trust Main Street Center through the New Mexico Department of Economic Development and fosters community economic development and business district revitalization; and

WHEREAS, New Mexico MainStreet through the four points approach offers research, training, and technical assistance focused on the revitalization of the traditional commercial and cultural center; and

WHEREAS, this Memorandum of Understanding (MOU) offers supplemental services of special value to the City; and

WHEREAS, the City has entered into a two-year MOU with the Downtown Las Cruces Partnership for planning and revitalization services.

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

(I)

THAT the Biennial Memorandum of Understanding between the City of Las Cruces and the New Mexico MainStreet Program and the Downtown Las Cruces Partnership as shown in Exhibit 'A', attached hereto and made part of this Resolution, is hereby approved and adopted.

(II)

THAT the City Manager is hereby authorized to sign the MOU with New Mexico MainStreet on the City's behalf.

(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 _____, 2011.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:



City Attorney

VOTE:

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



Biennial Memorandum of Understanding (MOU)
FY July 1, 2011 – June 30, 2013
State Certified MainStreet Community
Downtown Las Cruces Partnership

New Mexico MainStreet Program (NMMS), of the New Mexico Economic Development Department (EDD), is an economic development partnership program with local, eligible communities. The Department is licensed and certified to offer the *Main Street Four Point Approach*® in downtown revitalization by the National Trust Main Street Center (NTMSC). The Department, by New Mexico State Statute (-3-608-1 to 3-608-4 NMSA 1978), is authorized to select affiliate communities based on the standards and principles as set forth by NTMSC, whom wish to partner local economic development resources to create jobs and build a strong downtown business environment. The local organization with the municipality agrees to raise funds for the operation of a local non-profit downtown revitalization organization as spelled out below. The local MainStreet organization is an economic development organization comprised of downtown stakeholders, whose programs, projects and activities enhance the local downtown economy and contribute to the health and well-being of its citizens. The Department will provide technical assistance, resources and support for local projects and activities through NMMS staff, Program Associates and Consultants.

NMMS as an affiliated "State Coordinating" program of the National Trust Main Street Center (NTMSC) fostering community economic development by supporting local MainStreet downtown, and neighborhood business district revitalization organizations that wishes to utilize the *Main Street Four Point Approach*® as the framework of their revitalization efforts. NMMS provides selected New Mexico non-profit organizations and municipalities with resources, training and technical services that enhance local culture, heritage and stimulate the economic vitality of each participating community's downtown; village plaza, town center, courthouse square, or traditional neighborhood central business district.

This Memorandum of Understanding (MOU) is based on the eligibility criteria and services defined in the accompanying document *New Mexico MainStreet, Levels of Affiliation and Eligibility Criteria, Benefits, Services, Resources*, (rvsd. July 26, 2011), which sets forth state and national accreditation criteria, services, resources and technical assistance available from New Mexico MainStreet and the requirements for participation by the local municipality in partnership with the MainStreet Project affiliate. This MOU covers a period of two-years beginning in July 1, 2011. Once fully executed, this MOU replaces any previous Letters of Agreement or Memorandum of Understanding with the municipality and the local MainStreet affiliate related to the New Mexico MainStreet Program of the Economic Development Department.

I. PARTICIPATION RESPONSIBILITIES OF MAINSTREET COMMUNITIES

The City of Las Cruces and the local MainStreet organization Downtown Las Cruces Partnership a MainStreet Project agree to abide by the eligibility and participation requirements as set forth in *New Mexico MainStreet, Levels of Affiliation and Eligibility Criteria, Benefits, Services, Resources*, (Rvsd. 7-26-11), The City's official representative and the board of the local MainStreet Project have read, understand and agree to abide by the "Good Standing" requirements of New Mexico MainStreet Program and the "National Trust Main Street Center's Accreditation Standards" as set forth in that document

(See www.preservationnation/main-street.org/).

II. SPECIAL CONDITIONS/MILESTONES, FAILURE TO MEET PARTICIPATION RESPONSIBILITIES, AND/OR TO FOLLOW THE MAIN STREET FOUR POINT APPROACH®

- A. A State Certified MainStreet organization is eligible during the fiscal year (July 1 – June 30) to one on-site technical services visit in each of the Four Points. Those state certified programs who have met eligibility criteria with NTMSC to be designated a National Certified program are eligible for up to two on-site technical visits per year in each of the Four Points. Selection of one of the initiatives under “Specialized Services and Revitalization Tools” are considered part of the annual on-site technical assistance provisions.
- B. The local MainStreet board is encouraged to strive toward annually meeting all ten of the “National Trust Main Street Center Accreditation Standards.”
- 1) Has broad-based community support for the commercial district revitalization process, with strong support from both the public and private sectors.
 - 2) Has developed vision and mission statements relevant to community conditions and to the local Main Street program’s organizational stage.
 - 3) Has a comprehensive Main Street work plan with goals and activities addressing four program areas – organization, promotion, design and economic positioning.
 - 4) Possesses an historic preservation ethic.
 - 5) Has an active board of directors and committees reflecting the four points.
 - 6) Has an adequate operating budget.
 - 7) Has a paid full-time professional Manager.
 - 8) Conducts a program of ongoing training for staff and volunteers.
 - 9) Reports key statistics to the state program.
 - 10) Has current membership in the National Trust Main Street Center.
- C. Those State Certified programs meeting the National Standards of accreditation will receive additional benefits and services to meet their more advanced capacity as an organization. The period of availability of these benefits is during the fiscal year immediately following NTMSC’s announcement of National Certification.

This includes:

- 1) A doubling of the scholarship for the manager for registration at the National Main Street Conference.
- 2) A second scholarship for the President or a board member for the basic registration at a National Trust Main Street Conference
- 3) The ability to waive the annual assessment in a year when an MOU is not up for renewal with NMMS/EDD.
- 4) Up to two on-site technical assistance visits per year in each of the Four Points
- 5) Ten Bonus Points added to the ranking of applications for funds appropriated by the legislature or awarded to NMMS/EDD from federal or private funding agencies and foundations.

D. State Certified Programs in good standing may apply for one of the Special Services or Revitalization Tools by a vote of the board. Such tools and services have an established set of benchmarks, technical services and resources attached to them for the board and its committees to work with over a multi-year period. The Special Services and Revitalization Tools are meant to focus the District in developing a specific market niche or focal area of the board's economic development work. The following areas may be applied for:

1. Economic Market Niche Strategies and Capacity Building

Requires 3-5 year local board commitment

- Creative Economy - Arts and Cultural District (Two communities selected annually based on funding)
- Retail Specialty District (One Community selected annually)
- Mixed Use, Live/Work District (One community selected annually)
- *MainStreet ReEnergize!*
- Restoring the Street as Public Space (One community selected annually)
- Entrepreneurial Development (One community selected annually)

2. Specialized Revitalization Tools

Requires one year commitment by the board

- Façade Squad (Two communities selected annually)
- Project MainStreet Make Over (Two communities selected annually)
- MainStreet Curb Appeal (Two communities selected annually)
- Historic and Heritage District Designation and Development (Two potential communities selected annually)
- Resource Team for a multi-disciplinary project within the Four Points

III. PROBATION AND DISSOLUTION OF PARTNERSHIP

If the NMMS Director determines that the local MainStreet Project either does not meet its participation responsibilities as an affiliated organization, or does not follow the Main Street Four Point Approach®, NMMS may suspend services to the local Project. NMMS will work in good faith with the local Project to help it regain compliance within ninety (90) days of notification of suspension. If the issues related to either participation responsibilities or adherence to the Main Street Four Point Approach® cannot be resolved within the 90-day period, the Economic Development Department will notify the other parties that the MOU has been canceled. Upon cancellation of this MOU, NMMS will no longer provide services to the Project or the municipality, the municipality will no longer be eligible for MainStreet Capital Outlay funds or the MainStreet Revolving Loan Fund, and the Project may be prohibited from using the Main Street name, which is a trademark of the National Trust Main Street Center.

IV. RESOLUTION OF THE CITY COUNCIL

The Main Street Four Point Approach® to comprehensive revitalization of historic and traditional commercial neighborhoods requires a cooperative partnership of the public and private sectors to succeed. In conjunction with the execution of this MOU, New Mexico MainStreet Program requires each affiliated community to have in place a resolution adopted by the local government stating its support and funding commitment to the local MainStreet Project at the start of each fiscal year of EDD (July 1) for this MOU to remain valid. New Mexico MainStreet encourages the municipality to enter into a separate

contract for such financial support with the local MainStreet Project with deliverables and or services clearly spelled out. Failure to adopt such resolution of financial support will result in the notice of probation and a suspension of services and resources to the local MainStreet project and the community as a MainStreet affiliated community.

IV. AGREEMENT

A.) The parties hereunder do mutually agree that they have read and fully understand the obligations and responsibilities in affiliating as a local MainStreet Community and Organization with New Mexico MainStreet Program. They furthermore agree to abide by the terms of this memorandum of understanding, implementing it to the best of their ability, and with the assistance of services provided through the New Mexico MainStreet Program, and in accordance with the Main Street Four Point Approach® as defined by the National Trust Main Street Center.

B.) The municipality agrees to support the vision, principles and values of comprehensive commercial district revitalization through the Main Street Four Point Approach® and to assist in financial support and administering funding opportunities for operations of the Project and its activities, projects and programs in partnership with the local MainStreet Project and the New Mexico MainStreet Program.

C.) The board of the local MainStreet organization agrees to develop a community economic development organization whose revitalization activities focus on downtown. The board will maintain the organizations "good standing" with NMMS/EDD. The board is committed to the ethical, legal and financial health of the organization meeting all its obligations, filing annual reports with each agency and copies to NMMS/EDD, with the Public Regulations Commission as a corporation of the state of New Mexico, the IRS as a federally recognized non-profit and with the State Attorney General's office. It also agrees to utilize the MainStreet Four Point Approach® in setting the goals and annual work plan for the MainStreet District

D.) The New Mexico MainStreet Program of the Economic Development Department agrees to provide technical assistance and resources based on its Annual Assessment for accreditation, downtown Master Plan or annual MainStreet board work plan, to assist the local affiliated MainStreet Project in setting goals and implementing downtown revitalization.

We do hereby agree to and sign:

On behalf of New Mexico MainStreet Program, a program of the New Mexico Economic Development Department:

Director, New Mexico MainStreet Program Date

Division Director, Economic Development Division Date

On behalf of the Local MainStreet Project:

President of the Downtown Las Cruces Partnership a MainStreet Project
Date

Office Address City State Zip

On behalf of the Municipality:

Mayor or City Manager of City of Las Cruces Date

City Councilor or Commissioner representing the District Date

Please enclose a resolution of the City Council identifying financial support for the MainStreet organization for at least the first year period of this agreement. Also attach any working agreement, memorandum of understanding or agreement between the municipality and the local MainStreet organization.

Rvsd. New Mexico MainStreet MOU - 07-26-11

RESOLUTION NO. 11-197

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAS CRUCES AND THE DOWNTOWN LAS CRUCES PARTNERSHIP (DLCP) FOR PLANNING AND DEVELOPMENT SERVICES RELATED TO DOWNTOWN REVITALIZATION IN THE AMOUNT OF \$50,000 WHICH INCLUDES GROSS RECEIPTS TAX FOR A PERIOD OF TWO YEARS.

The City Council is informed that:

WHEREAS, the revitalization of downtown is a priority of the City Council of the City of Las Cruces; and

WHEREAS, the Las Cruces Downtown Partnership (DLCP) is a 501(c)(3) non-profit corporation organized to promote the planning, design and implementation of the revitalization of downtown; and

WHEREAS, the City Council on January 20, 2004 approved a long-term plan establishing specific design, policy, and economic strategies for downtown revitalization; and

WHEREAS, the continued implementation of this Plan benefits from the close coordination between the City and DLCP.

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

(I)

THAT the Memorandum of Understanding (MOU) between the City of Las Cruces and DLCP as shown in Exhibit "A", attached hereto and made part of this Resolution, is hereby approved.

(II)

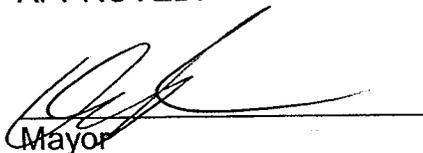
THAT the City Manager is hereby authorized to sign the MOU with DLCP on the City's behalf.

(III)

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

DONE AND APPROVED this 21st day of March 2011.

APPROVED:


Mayor

(SEAL)

ATTEST:


City Clerk

VOTE:

Mayor Miyagishima:	<u>Aye</u>
Councillor Silva:	<u>Nay</u>
Councillor Connor:	<u>Aye</u>
Councillor Pedroza:	<u>Aye</u>
Councillor Small:	<u>Aye</u>
Councillor Sorg:	<u>Aye</u>
Councillor Thomas:	<u>Aye</u>

Moved by: Thomas

Seconded by: Connor

APPROVED AS TO FORM:


City Attorney

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING
FOR PLANNING AND DEVELOPMENT SERVICES
BETWEEN
CITY OF LAS CRUCES
AND
DOWNTOWN LAS CRUCES PARTNERSHIP

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into on this ____ day of _____, 2011, between the City of Las Cruces ("City"), a New Mexico municipal corporation, and Downtown Las Cruces Partnership ("DLCP"), a New Mexico non-profit corporation.

RECITALS

Whereas, the revitalization of downtown is a priority of the City Council of the City of Las Cruces, and

Whereas, Downtown Las Cruces Partnership is a 501(c)(3) corporation formed to engage in planning and development efforts to revitalize downtown, and

Whereas, the City Council on January 20, 2004 approved a long term plan establishing specific design, policy, and economic strategies for downtown revitalization, and

Whereas, the continued implementation of this plan benefits from close coordination between the City and Downtown Las Cruces Partnership.

Now, Therefore, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree to work towards the goals listed within:

1. Goals – City of Las Cruces

- Foster and support a dynamic local economy with increasingly abundant and rewarding employment and investment opportunities in Las Cruces and downtown.
- Support the vision, principles and values of comprehensive commercial district revitalization through the Four Point MainStreet Approach, the New Mexico MainStreet Program, and the Main Street Downtown Project.
- Provide staff specifically charged with the revitalization efforts of Main Street Downtown, and who work in close collaboration with DLCP.
- Implement the Downtown Revitalization Plan as adopted by the City Council on August 5, 2005.
- Pursue funding of various forms for the further implementation of the Downtown Revitalization Plan.

2. Goals – Downtown Las Cruces Partnership

ORGANIZATION/GOVERNANCE

- Maintain accreditation with state and national MainStreet programs by utilizing the Four Point MainStreet Approach to revitalization, attending NMMS meetings and trainings, and submitting reports to NMMS as required.
- Restructure and expand MainStreet committees to operate more effectively and efficiently; include the addition of Development/Finance as a standing committee to explore and pursue more diverse funding options and better maintain complete and accurate financial records.
- Expand official role as representative of downtown businesses by outreach to community, contacting and inviting new board members to increase diversity of the board.
- Advocate for downtown revitalization at the local, state and Federal level.
- Collaborate with City and Dona Ana Arts Council to designate a downtown Arts and Cultural District

DESIGN

- Provide assistance with urban design in accordance with Downtown Revitalization Plan
- Provide Façade Squad design and implementation.

ECONOMIC DEVELOPMENT

- Produce a marketing packet for potential business owners.
- Maintain DLCP website.
- Ongoing inclusion of new and existing business and property owners to monthly breakfast.
- Assist businesses and property owners in locating investors and coordinate downtown development with City.
- Assist in developing incentives for business and property owners.
- Continued commitment to planning process for Camuñez Building project in partnership with DACC and City.
- Provide a building and property inventory.
- Collaborate with City to develop a FAQ list to clarifying the process for developing downtown property.
- Develop and maintain relationship with the Farmers & Crafts Market.

PROMOTIONS

- Provide events throughout the year to bring people downtown and highlight progress being made in revitalization.
- Provide support for events and activities put on by other organizations on Main Street.

Term and Renewal

The term of this MOU shall be two (2) years commencing on July 1, 2011. The parties may renew this MOU for unlimited two (2) year terms ("Extended Term"), upon the same terms and conditions herein provided or as mutually agreed otherwise. DLCP must notify the City in writing no later than six (6) months prior to the termination of the then current term of its desire to extend this MOU. If DLCP does not notify the City within said time period, the City may terminate the MOU at the end of the then current term. The right to extend the term shall be

solely at the discretion of the City after the City has evaluated DLCP's performance during the then current term.

Compensation and Method of Payment

The City agrees to pay DLCP a sum of \$50,000 including Gross Receipts Tax per year for services rendered in the implementation of the goals listed above. DLCP will submit to the City an invoice on a monthly basis with an attached report detailing work done in the previous month. The City will pay DLCP upon submittal of appropriate invoices. Invoices shall be submitted to the office of the Downtown Development Coordinator at the City Hall.

Term

The term of this MOU is for two years with renewal options subject to review and approval by the City Council.

Establishment and Maintenance of Records

DLCP shall maintain complete and accurate records and accounts of all obligations and expenditures under this agreement. Additionally, all records and accounts shall be maintained in accordance with applicable law and requirements prescribed by the State of New Mexico.

Audits and Inspections

At any time during normal business hours, DLCP shall permit and have readily available for examination and auditing by the City or any other auditor authorized by law any and all records, documents, accounts, invoices, receipts or expenditures relating to this Agreement.

Personnel

DLCP represents that it has, or will secure at its own expense, except for the reimbursement provided above, all personnel required in performing operation under this agreement. Such personnel shall not be employees of, nor have any contractual relationship with the City.

Liability

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq.*, NMSA 1978, as amended.

Discrimination Prohibited

In performing the operation hereunder, all parties shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap, or disability as defined in the Americans with Disabilities Act of 1990, as now enacted or hereafter amended.

ADA Compliance

In performing the operation hereunder, all parties agree to meet all the requirements of the Americans with Disabilities Act of 1990, and all applicable rules and regulations, which are imposed on the parties.

Compliance With Laws

In performing the operation hereunder, all parties shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments.

Changes

Any changes including any increase or decrease in the amount of compensation under this agreement which are mutually agreed upon by and between DLCP and the City shall be incorporated in written amendments to the agreement.

Assignability

No party shall assign any interest in the Agreement (whether by assignment or novation), without the prior written consent of all parties thereto.

Termination of Agreement

Any party to this agreement may terminate the agreement at any time by giving at least thirty (30) days notice to the other party.

Construction and Severability

If any part of this agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this agreement so long as the remainder of the agreement is reasonably capable of completion.

Entire Agreement

This agreement contains the entire agreement of the parties and supersedes any and all other agreements or understanding, oral or written, whether previous to the execution hereof or contemporaneous herewith.

Applicable Laws

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico.

Notice

Whenever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when deposited in the United States mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth below. Notice shall be deemed to be received on the fifth day following mailing.

City Manager
City of Las Cruces
PO Box 20000
Las Cruces, NM 88004
(Copy to City Attorney)

President
Downtown Las Cruces Partnership
138 S. Water Street
Las Cruces, NM 88001 (mail address)

IN WITNESS WHEREOF, the City and DLCP have executed this MOU in duplicate on the date first written above.

CITY OF LAS CRUCES

By: [Signature] Date: 3/25/11
Robert Garza
City Manager

DOWNTOWN LAS CRUCES PARTNERSHIP

By: [Signature] Date: 4/20/11
Emma Johnson-Ortiz
President

APPROVED AS TO FORM:

[Signature] Date: 03/29/11
Harry Connelly
Interim City Attorney