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City of Las Cruces[®]
 PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 4 Ordinance/Resolution# 10-043 Council District: 1

For Meeting of July 27, 2009
 (Adoption Date)

TITLE: A RESOLUTION AUTHORIZING AN ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAS CRUCES AND LAS CRUCES DOWNTOWN FOR PLANNING SERVICES RELATED TO DOWNTOWN REVITALIZATION AS AUTHORIZED BY RESOLUTION 08-298.

PURPOSE(S) OF ACTION: To provide the Downtown Las Cruces Partnership with a \$25,000 lump sum payment to be applied to a three way agreement between New Mexico MainStreet, the Downtown Las Cruces Partnership, and the City of Las Cruces which has not yet been executed.

| | | | | | |
|--|--------------------|--|------------------------|------------------------|--------------|
| Name of Drafter: Christine Logan | | Department: Community Development | | Phone: 541-2286 | |
| Department | Signature | Phone | Department | Signature | Phone |
| Community Development | <i>[Signature]</i> | 541-2286 | Budget | <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:

The City of Las Cruces provides the Downtown Las Cruces Partnership (DLCP) with \$100,000.00 in annual funding for planning services related to downtown revitalization. \$50,000.00 is paid based in installments by monthly invoices as provided for in an MOU between the City and DLCP. An additional \$50,000 payable in lump sum is due by authorization of a three way MOU between the City of Las Cruces, the New Mexico MainStreet Program, and the Downtown Las Cruces Partnership.

The three-way MOU has not yet been drafted and payment can not be made until said MOU is executed in full. DLCP has indicated that they need at least a portion of that funding immediately and can not wait until an agreement is in place.

This Resolution provides for immediate payment of \$25,000 to DLCP. The payment will be applied to the City's commitment for this fiscal year under the three-way MOU. If the MOU is not fully executed by the end of the calendar year, the payment will credited to the monthly payments to DLCP as described in the MOU that involves on the City and DLCP (and does not include the NM MainStreet Program)

SUPPORT INFORMATION:

| Fund Name / Account Number | Amount of Expenditure | Budget Amount |
|---|------------------------------|----------------------|
| Downtown Local Funds 27804010 722190 60807 | \$50,000.00 | \$50,000.00 |

1. Resolution
2. Exhibit "A" Addendum No. 1 to Memorandum of Understanding between City of Las Cruces and Las Cruces Downtown.
3. Resolution 08-298, Memorandum of Understanding between City of Las Cruces and Las Cruces Downtown.
4. Resolution 10-041, Memorandum of Understanding between City of Las Cruces, the New Mexico MainStreet Program, and the Downtown Las cruces Partnership.

OPTIONS / ALTERNATIVES:

1. Approve the Resolution with a YES vote. This will authorize an addendum to the MOU. The City would pay DLCP \$50,000 in monthly installments, a \$25,000 lump sum payment immediately, and \$25,000 lump sum payment would be made when the three-way MOU between the City, the State, and DLCP is executed.
2. Disapprove the Resolution with a NO vote. The MOU would remain as is. \$50,000 would be paid in monthly installments and a \$50,000 lump sum payment would be made when the three-way MOU between the City, the State, and DLCP is executed.
3. Modify the Resolution and approve as modified.
4. Table the Resolution and provide specific direction to staff.

RESOLUTION NO. 10-043

A RESOLUTION AUTHORIZING AN ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAS CRUCES AND LAS CRUCES DOWNTOWN FOR PLANNING SERVICES RELATED TO DOWNTOWN REVITALIZATION AS AUTHORIZED BY RESOLUTION 08-298.

The City Council is informed that:

WHEREAS, the City of Las Cruces and Las Cruces Downtown (now known as the Downtown Las Cruces Partnership) entered into a Memorandum of Understanding on June 16, 2008, that funds services provided by the Partnership, and

WHEREAS, the City of Las Cruces and the Downtown Las Cruces Partnership have entered into a three-way Memorandum of Understanding that includes the New Mexico MainStreet Program and stipulates additional funding, and

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

(I)

THAT Addendum No. 1 to the Memorandum of Understanding (MOU) between the City of Las Cruces and Las Cruces Downtown 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 Addendum 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 _____ 2009.

(SEAL)

APPROVED:

Mayor

ATTEST:

City Clerk

Moved by: _____

Seconded by: _____

VOTE:

Mayor Miyagishima: _____

Councillor Silva: _____

Councillor Connor: _____

Councillor Archuleta: _____

Councillor Small: _____

Councillor Jones: _____

Councillor Thomas: _____

APPROVED AS TO FORM:



City Attorney

EXHIBIT A
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ADDENDUM NO.1
MEMORANDUM OF UNDERSTANDING FOR PLANNING SERVICES
BETWEEN CITY OF LAS CRUCES AND LAS CRUCES DOWNTOWN
Adopted June 16, 2008 by City of Las Cruces Resolution 08-298

Supplementary payment in FY09/10

City agrees to pay the Downtown Las Cruces Partnership (DLCP, formerly known as LCDT) a one time sum of \$25,000, in addition to the compensation defined in the original Memorandum.

- Payment will be made in lump sum upon execution of this Addendum
- The full payment will be applied toward the community funding commitment for FY09/10 as required by Biennial Memorandum of Understanding (MOU) between the City of Las Cruces, the New Mexico MainStreet Program, and the Downtown Las Cruces Partnership as authorized on July 20 by City Council Resolution 10-041.
 - Should the Biennial MOU not be fully executed by December 31, 2009 payment will be credited to remaining monthly payments due under this City and LCDT memorandum.

Updated organization title and notice

Effective immediately, Las Cruces Downtown (LCDT), shall be known as Downtown Las Cruces Partnership (DLCP). Notice to DLCP shall be delivered to the address below:

President
Downtown Las Cruces Partnership
138 S Water Street
Las Cruces NM 88001

IN WITNESS WHEREOF, the City and DLCP execute this MOU.

CITY OF LAS CRUCES

By: _____
Terrence Moore, City Manager

Date: _____

DOWNTOWN LAS CRUCES PARTNERSHIP

By: _____
Gregory Z. Smith, President

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: 24 Jul 09

RESOLUTION NO. 08-298

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAS CRUCES AND LAS CRUCES DOWNTOWN FOR PLANNING SERVICES RELATED TO DOWNTOWN REVITALIZATION IN THE AMOUNT OF \$50,000.00 WHICH INCLUDES APPLICABLE GROSS RECEIPTS TAXES PER YEAR FOR A PERIOD OF THREE 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 (LCDT) 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 LCDT.

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 Las Cruces Downtown 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 Las Cruces Downtown 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 16th day of June 2008.

(SEAL)

APPROVED:


Mayor

ATTEST:


City Clerk

VOTE:

| | |
|-----------------------|------------|
| Mayor Miyagishima: | <u>Aye</u> |
| Councillor Silva: | <u>Aye</u> |
| Councillor Connor: | <u>Aye</u> |
| Councillor Archuleta: | <u>Aye</u> |
| Councillor Small: | <u>Aye</u> |
| Councillor Jones: | <u>Aye</u> |
| Councillor Thomas: | <u>Aye</u> |

Moved by: Connor

Seconded by: Silva

APPROVED AS TO FORM:


City Attorney

EXHIBIT A

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

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into on this ____ day of _____, 2008, between the City of Las Cruces ("City"), a New Mexico municipal corporation, and Las Cruces Downtown ("LCDT"), 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, Las Cruces Downtown is a 501c3 corporation formed to engage in planning and design efforts to revitalize Main Street 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 Las Cruces Downtown.

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 local Main Street Downtown Project.
- Provide staff specifically charged with the revitalization efforts of Main Street Downtown, and who work in close collaboration with LCDT.
- Implement the Downtown Revitalization Plan as adopted by the City Council on August 5, 2005.
- Oversee and manage all public construction activity related to the Downtown Revitalization Plan.
- Pursue funding of various forms for the further implementation of the Downtown Revitalization Plan.

2. Goals – Las Cruces Downtown

- Promote investment and economic development downtown.
- Partner with the City and their consultants to revise, update, plan, design, and implement the Downtown Revitalization Plan, events, and projects.
- Support the vision, principles and values of comprehensive commercial district revitalization through the Four Point MainStreet Approach, the New Mexico MainStreet Program, and the local Main Street Downtown Project.
- Continue to maintain accreditation and good standing with the state and national MainStreet program.
- Provide quarterly updates to City Council regarding program progress.
- Assist the City in identifying opportunities to enhance the Farmers and Crafts Market.
- Provide design and planning assistance for development of La Placita, including the facilitation of a public design charette in July 2008.
- Continue development of a diversified funding strategy for Las Cruces Downtown.
- Provide continued leadership in business recruitment, retention and expansion within the Main Street District as an immediate and ongoing priority.
- Facilitate a downtown property owner technical assistance visit from national downtown real estate development expert Donovan Rypkema in July 2008.
- Work with the City to obtain a downtown building and design and develop an adaptive reuse for a year-round daily marketplace, which provides a site for a business accelerator, incubator kitchen and LCDT offices to be accomplished between 2009-2011.
- With coordination assistance from the NMMS program develop a Main Street National Redevelopment Resource Team to assist the City and LCDT in the definition of redevelopment issues, opportunities and strategies to be held onsite in 2009.
- Development of a façade grant program as part of an incentive package to encourage downtown investment in 2009.
- Assist the City in acquisition of funding necessary to complete projects identified in the downtown master plan and schematic design.
- Assist the City with revision and updating of ordinances for CBD in Section 38-43 of Municipal Code. Work with the city to implement downtown design guidelines and a retail overlay zone in 2009 and in the creation of other important guiding documents for downtown development.
- Promote the development & marketing of an Arts and Culture District within the Main Street District as an ongoing priority.
- Continue to engage stakeholders in the downtown revitalization process as an ongoing priority.

Term and Renewal

The term of this MOU shall be three (3) years commencing on July 1, 2008. The parties may renew this MOU for unlimited three (3) year terms ("Extended Term"), upon the same terms and conditions herein provided or as mutually agreed otherwise. LCDT 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 LCDT 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 LCDT's performance during the then current term.

Compensation and Method of Payment

The City agrees to pay LCDT a sum of \$50,000 per year for services rendered in the implementation of the goals listed above. LCDT 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 LCDT upon submittal of appropriate invoices. Invoices shall be submitted to the office of the Downtown Development Coordinator at the City Office Center.

Term

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

Establishment and Maintenance of Records

LCDT 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, LCDT 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

LCDT 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 LCDT 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 ten (10) 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.

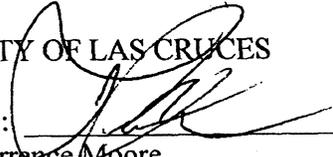
Notice

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.

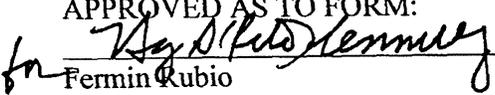
City Manager
City of Las Cruces
PO Box 20000
Las Cruces, NM 88004
(Copy to City Attorney)

President
Las Cruces Downtown, Inc.
125 W. Griggs
Las Cruces, NM 88004 (mail address)

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

CITY OF LAS CRUCES
By:  Date: 6/19/08
Terrence Moore
City Manager

LAS CRUCES DOWNTOWN
By:  Date: 6/26/08
Gregory Z. Smith
President

APPROVED AS TO FORM:
 Date: 06/18/08
Fermin Rubio
City Attorney

RESOLUTION NO. 10-041

A RESOLUTION AUTHORIZING A BIENNIAL MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF LAS CRUCES, THE NEW MEXICO MAINSTREET PROGRAM, AND THE DOWNTOWN LAS CRUCES PARTNERSHIP AND AUTHORIZING PAYMENT OF \$50,000 TO FUND THE MOU FOR THE FIRST YEAR.

The City Council is informed that:

WHEREAS, the City of Las Cruces benefits from the New Mexico MainStreet program through its partnership with the Downtown Las Cruces Partnership, 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 networking, educational, research and technical assistance focused on the revitalization of the traditional commercial center, and

WHEREAS, a Memorandum of Understanding (MOU) allows for New Mexico MainStreet to provide supplemental services of special value to the City of Las Cruces, through their contractors and associates.

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

(I)

THAT a Biennial Memorandum of Understanding between the City of Las Cruces, New Mexico MainStreet and the Downtown Las Cruces Partnership, in substantially the same as the example attached as 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 such a Memorandum of Understanding on the City' behalf.

(III)

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

New Mexico



Main Street

Biennial Memorandum of Understanding (MOU)

New Mexico MainStreet (NMMS) is an affiliated program of the National Trust Main Street Center through the New Mexico Economic Development Department (EDD). NMMS fosters community economic development by supporting local MainStreet downtown and neighborhood business district revitalization organizations that wish 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 heritage and stimulate the economic vitality of each participating community.

This Memorandum of Understanding (MOU) sets forth the services available from New Mexico MainStreet and the requirements for participation by the local municipality in partnership with the MainStreet Project affiliate, Las Cruces Downtown Association a New Mexico MainStreet Project. This MOU covers a period of two years.

I. SERVICES FOR ALL NEW MEXICO MAINSTREET COMMUNITIES:

NMMS provides the following information, networking, education and technical assistance services to designated New Mexico MainStreet Communities in good standing:

A. MainStreet Trainings, Institutes, Workshops, and Conferences

1. *Leadership Orientation:* Twice a year, NMMS will provide leadership orientation for Managers and Presidents on coordinating, managing, guiding and building the MainStreet non-profit organization.
2. *Organization Orientation:* Twice a year, NMMS provides basic orientation to the Main Street Four-Point Approach™ for board and committee members, MainStreet leaders and staff and other interested members of the community.
3. *Board Development:* At the request of the local organization, NMMS provides to the board facilitation and/or training in roles and responsibilities, fund raising, membership development, an annual retreat or a strategic planning session, or a visioning session or work plan development.
4. *Committee Development:* At the request of the committee, NMMS provides an orientation session for committees, including roles and responsibilities and work plan development.
5. *Quarterly Meetings:* Three times per year, NMMS will provide Quarterly Meetings with educational sessions and networking events. These gatherings will be held in Santa Fe and throughout the state with local MainStreet communities serving as hosts. The fourth quarterly is the National Trust Main Street Conference in the spring.
6. *National Main Streets Conference:* Annually, NMMS provides the cost of one base registration fee (\$350.00) to help each local MainStreet manager to attend the National Main Streets Conference sponsored by the National Trust Main Street Center (NTMSC). In addition, when funding is available, the Friends of New Mexico MainStreet may provide a scholarship to support education and skill building of the Manager.

7. *Four-Point Downtown Institutes:* Annually, NMMS will provide advanced annual, regional workshops in each of Main Street's Four Points (Organization, Promotion, Economic Positioning and Design); workshops will be provided for Committee Chairs, committee members, Managers and other organization leaders.
8. *Workshops and Conferences:* Annually, NMMS will provide advanced trainings in a particular area of the Four Point Approach™ to strengthen and build skills for organizational and municipal leaders and partnering organizations.

B. Technical Assistance Services

1. *Service Requests:* Access to State Program services is provided through application by filing a Service Request Form with the NMMS Director. Upon receiving the request, the Director will assign the appropriate NMMS Program Associate(s) to contact the local Project manager for clarifying the design of the service and following through with a site visit and/or other communications.
2. *Technical Assistance Services:* Through its staff or contractors, NMMS will provide technical assistance in a variety of subject areas relevant to the Main Street Four-Point Approach and other commercial district revitalization and management topics. Each local Project may request on-site, email, and telephone consultation(s) from NMMS. Consultation includes, but is not limited to, the following topic areas:
 - a) *Organization –* Organizational development consultants provide facilitation in strategic planning, visioning and mission statements, work plan development, fundraising, leadership and volunteer development, non-profit management, committee training, staff training, and program evaluation.
 - b) *Marketing and Promotion –* Graphic design and marketing specialists offer assistance with image development and branding, marketing strategies, logo design, promotional and collateral materials development, events planning, visual merchandising, media relationships, and publicity and advertising.
 - c) *Economic Positioning –* Economists and business development specialists provide technical assistance and training in market analysis, business strengthening and business recruitment; real estate development; economic development incentives and financing; and monitoring program progress and impacts.
 - d) *Building Design –* Architects provide conceptual design services for façade improvements, floor plans, parking, landscape, signage and interior improvements. Each local program is eligible to receive architecture services for two building projects per year.
 - e) *Planning and Historic Preservation –* Planners and design professionals provide assistance in historic preservation, community-based planning processes, streetscape design, vehicular and pedestrian circulation enhancements, downtown master planning, metropolitan redevelopment plans, strategic planning, and zoning.
3. *Information and Networking:* Through regular email, mailings, phone calls and meetings, NMMS provides timely notice on grant and partnership opportunities, guidance on innovative revitalization tools and techniques, and help with addressing the multiple challenges that arise during the day-to-day course of each local program's MainStreet efforts.

C. RESOURCES

1. *Orientation and Training Materials:* NMMS provides local programs with a variety of written and audio-visual materials to help train boards of directors and committees in the comprehensive Main Street Four-Point Approach™ to revitalization.
2. *National Main Street Network Membership:* The state program pays each local organization's annual network fees (\$250.00 annually) to the National Trust Main Street Center. Membership benefits include the monthly Main Street News, discounted conference and workshop registration fees, access to members-only informational resources on the NTMSC website, and member rates on publications.
3. *Special Group Services:* The Friends of New Mexico MainStreet provides support for local MainStreet managers' training needs and assistance to local programs' fundraising efforts. NMMS coordinates with the Friends of New Mexico Main Street to provide these support services. MainStreet organizations in "good standing" with NMMS may be eligible for these services.
4. *Marketing:* New Mexico MainStreet Program through the Economic Development Department provides marketing of the State Program and its services through its website www.goNM.biz, and local marketing and promotion of affiliate MainStreet communities through its website www.offtheroad.com. In addition, the Friends of New Mexico MainStreet provides the community economic development web based toolbox: www.NMMMainStreet.org, which also provides updates and contacts to the Friends and to the New Mexico Coalition of MainStreet Communities.
5. *Certification Program for Managers:* For managers seeking to develop a career path within MainStreet, NMMS offers a state certification program. Upon successful completion of the basic Leadership Orientation and Four-Point Downtown Institutes and attendance at three State MainStreet Quarterly Meetings and the National Main Streets Conference, Managers may receive certification as a New Mexico MainStreet Manager. The complete criteria for Certification are delineated in Accreditation and Certification Standards of the New Mexico MainStreet Program.
6. *National Certification Program for Managers of MainStreet Programs:* For qualifying managers who have completed Certification at the State level and wish to continue a career path in Main Street Management, NMMS provides educational scholarships to complete the training.
7. *Annual Accreditation as a New Mexico MainStreet Program:* To be recognized as an accredited New Mexico MainStreet organization, the local MainStreet Project shall have the following;
 - a) NMMS Certification of Manager
 - b) President's completion of Leadership Orientation and both the Fund Raising and Organization Institutes, and attendance at one President's "Round Up" annually (held at the Quarterly Trainings)
 - c) Each committee chair has completed training in his/her corresponding Four Point Downtown Institute.

The criteria for NMMS Accreditation of local MainStreet Projects is defined in Accreditation and Certification Standards of the New Mexico MainStreet Program.

8. *Annual Accreditation as a National Main Street Program by the National Trust Main Street Center:* NMMS will coordinate with the NTMSC to identify which local MainStreet Projects in New Mexico are eligible for annual accreditation and recognition as a National Main Street Program. State accreditation will be a consideration of NMMS in nominating local organizations forward. Criteria for annual accreditation is based on and determined by the National Trust Main Street Center.

9. *MainStreet Capital Outlay Program*: NMMS Communities in good standing are eligible to apply for physical improvements grant funds from the MainStreet Capital Outlay fund, administered by the Local Government Division. Only official NMMS Communities in good standing with the state program are eligible to access this set aside program.
10. *MainStreet Revolving Loan Fund*: NMMS, in partnership with the Historic Preservation Division, operates a low-cost revolving loan fund for property owners in MainStreet Districts. Criteria for selection can be accessed through HPD or NMMS.
11. *MainStreet Arts and Culture Districts*: For qualifying MainStreet communities NMMS offers the development of Arts and Cultural Districts creating a market niche for downtown economic development.

II. SUPPLEMENTAL SERVICES FOR: Las Cruces Downtown Association a MainStreet Project.

In order to meet the specific needs of Las Cruces Downtown Association as a NMMS Veteran Community, NMMS offers the following services in addition to those outlined above.

- A. Within the 2008 fiscal year specialized services from the Design Planning Assistance Center (DPAC) of the University of New Mexico's School of Architecture and Planning.
- B. Within the 2008 fiscal year specialized services from the Bureau of Business and Economic Research (BBER) of the University of New Mexico.
- C. Within the 2009 fiscal year specialized services as a follow up to BBER in Developing Business on Main and Business Coaching.

III. PARTICIPATION RESPONSIBILITIES OF MAINSTREET COMMUNITIES

Las Cruces Downtown Association agrees to abide by the following participation requirements in order to maintain status as a New Mexico MainStreet Community In "Good Standing. Maintaining a "good Standing" status with NMMS positively impacts access to additional specialized technical support and resources as well as a pre-requisite to apply for MainStreet Capital Outlay Funds and scholarships from the Friends of Mew Mexico MainStreet:

- A. *Manager*: The MainStreet organization agrees to employ a full-time (see V. below), paid professional Manager at the rate of similar economic development organizations' executive directors within the region and having a similar size population. The MainStreet organization also agrees to reimburse all reasonable costs the Manager incurs for trainings, workshops and conferences required by NMMS. The MainStreet organization is expected to provide the manager with a written job description, an annual staff work plan, and an annual job performance and salary review.
- B. *Quarterly Reports*: The MainStreet organization agrees to submit Quarterly Reports to NMMS as established by the state legislature, tracking performance measures of each affiliated MainStreet organization. Reports will be submitted according to the following schedule:
 1. The *First Quarter* Report covering July 1st through September 30th is due **October 10th**;
 2. The *Second Quarter* Report covering October 1st through December 31st is due **December 10th**;
 3. The *Third Quarter* Report covering January 1st through March 31st is due **April 10th**; and
 4. The *Fourth Quarter* covering April 1st through June 30th and the Annual Report is due **June 10th**.

(Due dates prior to the actual end of each period are necessary to meet NMMS processing and publishing timeframe requirements.)

- C. *Contract/MOU/MOA with Municipality:* If the local MainStreet organization has an annual contract for services, Memorandum of Understanding (MOU), Memorandum of Agreement (MOA), or similar document with its municipality, the organization will provide NMMS with a copy of the executed agreement annually during the duration of this MOU.
- D. *Four-Point Downtown Institutes:* The MainStreet manager should attend each NMMS Institute which they have not completed. Committee Chairs are expected to attend their corresponding Main Street Four Point Approach™ Downtown Institute. Additionally, the board president, members of the board of directors, and other organization leaders should attend NMMS training and networking events.
- E. *Presidents; Meeting:* The board president (or chairperson of the board) will attend at least one Presidents' "Round Up" annually. Board Presidents are expected to complete the Organization portion of the Four-Point Downtown Institutes.
- F. *Annual Report and Annual Newsletter:* The local MainStreet organization will develop articles and images for the NMMS Annual Report and for the NMMS Annual Newsletter. Contributions to other NMMS publications and the website also are encouraged.
- G. *Leader Contact Information:* The local MainStreet organization will furnish and update contact information for the local program office, manager, president, board members and committee chairs. The local Project organization will provide updated contact information to NMMS when any changes occur or, at minimum, annually.
- H. *Client Contact Information:* Upon request, the local MainStreet organization will provide the local program membership database to New Mexico MainStreet for providing timely notice about statewide initiatives. The State Program may request mailing labels of the local program's mail list.
- I. *Annual Awards:* The local MainStreet organization will work with NMMS to nominate and select annual awards recipients to celebrate local MainStreet Projects' successes across New Mexico.
- J. *Annual Proof of State and Federal Corporation in Good Standing:* Annually, each local Project that is incorporated as a non-profit corporation and that holds 501c3 tax status (designated by the Internal Revenue Service) will provide NMMS with a copy of its Form 990 as reported to the Internal Revenue Service. If incorporated in the state of New Mexico, the Project will also provide NMMS with a copy of its annual non-profit corporation report to the New Mexico Public Regulation Commission, along with documentation from the Public Regulation Commission that the Project is an "organization in good standing" as determined by the Commission.
- K. *Updated Copies of By-Laws and Articles of Incorporation:* Upon revision to the local Project's operational by-laws and/or amendment of the Project's Articles of Incorporation, the local Project will provide NMMS with updated copies of these documents, in electronic format where possible.
- L. *Manager Hiring:* A New Mexico MainStreet Program staff member will be involved with the local MainStreet Project's Manager selection committee to review and make suggestions for job description, evaluation criteria, resume review, and final interview. They will not vote on the candidates.

IV. REQUIREMENTS FOR FOLLOWING THE MAIN STREET FOUR-POINT APPROACH™

The local Project organization, in partnership with the municipality, agrees to follow the National Trust Main Street Center's Main Street Four-Point Approach™ to revitalizing and managing its MainStreet district(s), while working in innovation with NMMS to meet the unique cultural and heritage needs of New Mexico's communities. The National Trust Main Street Center describes local Projects' expected

standards of performance in detail (see the NTMSC website, www.mainstreet.org). The standards are summarized by the following list of ten National Main Street Program Accreditation Standards. Based on these standards, the NMMS Director will determine if the local program is following the Main Street Four-Point Approach™.

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 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

V. 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. The resolution(s) must be valid for the entire two-year period covered by this MOU.

Partnership Communities: MainStreet organizations in communities under 10,000 in population are expected to have a minimum support of \$25,000 annually per year from the municipality. The local MainStreet board is expected to match those funds annually for operations of the local MainStreet Project. The professional Manager shall be paid for not less than 30 hours per week.

Certified Communities: MainStreet organizations in communities over 10,000 in population are expected to have minimum support of \$30,000 per year from the municipality. The local MainStreet board is expected to match those funds for annual operation of the organization. The professional Manager shall be paid for not less than 40 hours per week.

Urban Communities: MainStreet organizations in communities over 50,000 in population are expected to have minimum support of \$45,000 per year from the municipality. The local MainStreet board is expected to match these funds for annual operation of the organization. The professional Manager shall be paid for not less than 40 hours per week and multiple staff are recommended.

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

If the NMMS Director determines that the Project either does not meet its participation responsibilities as affiliated organizations, 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 MOU will be canceled among all parties. 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 Main Street Capital Outlay funds or the Main Street 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.

VII. 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 Project with New Mexico MainStreet Program. They furthermore do 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™, assist in financial support as defined in section V. above, developing 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.

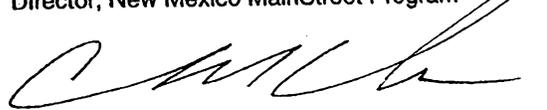
C.) The New Mexico MainStreet Program of the Economic Development Department agrees to provide technical assistance and resources to assist the local affiliated MainStreet Project in setting goals and implementing downtown revitalization.

We do hereby sign:

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


Director, New Mexico MainStreet Program

Jul 25, 2007
Date


Division Director, Economic Development Division

Jul 25, 2007
Date

On behalf of Las Cruces Downtown Association:

| | | | |
|---|------|-------|----------------|
| Office Address | City | State | Zip |
| <u><i>[Signature]</i></u> | | | <u>6/22/07</u> |
| Signature of President / Chair on behalf of the Board | | Date | |

On behalf of the Municipality:

| | |
|---|----------------|
| <u><i>Dolores Comor</i></u> | <u>7/19/07</u> |
| <i>Pro-Dem</i> Mayor or City Manager | Date |
| _____ City Councilor or Commissioner | _____ Date |

Please enclose a resolution of the City Council appropriating financial support for the MainStreet organization during the two year time period of this agreement. Also attach any working agreement, memorandum of understanding or agreement between the municipality and the local MainStreet organization.

This Memorandum of Understanding expires: _____ Date of Expiration

Rvsd 05-20-07

APPROVED AS TO FORM
[Signature]
City Attorney