City of Las Cruces®
PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 4 Ordinance/Resolution# 15-229

For Meeting of _____ (Ordinance First Reading Date)

For Meeting of June 15, 2015 (Adoption Date)

Please check box that applies to this item:

☐ QUASI JUDICIAL ☐ LEGISLATIVE ☒ ADMINISTRATIVE

TITLE: A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAS CRUCES AND THE DOWNTOWN LAS CRUCES PARTNERSHIP FOR PLANNING AND DEVELOPMENT SERVICES RELATED TO DOWNTOWN REVITALIZATION IN THE AMOUNT OF $70,000.00 PER YEAR, WHICH INCLUDES GROSS RECEIPTS TAX, FOR A PERIOD OF TWO YEARS.

PURPOSE(S) OF ACTION:

Approve Memorandum of Understanding.

COUNCIL DISTRICT: 1		
Drafter/Staff Contact: Andy Hume	**Department/Section:** Community Development / Planning & Neighborhood Services	**Phone:** 528-3048
City Manager Signature:		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) and the Downtown Las Cruces Partnership (DLCP) have been members of the New Mexico MainStreet Program for more than ten years. This association has yielded significant benefits in both technical and financial support. Following the MainStreet approach to revitalization, DLCP has generated a high level of public participation to plan and implement downtown revitalization.

DLCP takes the lead on organizing events such as Avenue Art and Salsa Fest. They also provide a forum for discussing important downtown issues through the monthly downtown breakfasts and other venues. Recently, DLCP expanded their relationship with the City by agreeing to take on the lead role of developing an Arts and Cultural District.

Membership in New Mexico MainStreet (NMMS) provides several benefits. DLCP and the City have access to the technical expertise of the NMMS staff and a statewide network of communities that are working hard to grow their respective downtowns. Upon request, NMMS offers specific direction on improving the implementation of the national MainStreet 4-step approach. The expanded relationship noted above will offer more opportunities to work with NMMS' expert staff.

If approved, this contract would take effect on July 1, 2015 and expire on June 30, 2017.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A," Memorandum of Understanding for Planning and Development Services Between City of Las Cruces and Downtown Las Cruces Partnership.

SOURCE OF FUNDING:

Is this action already budgeted?			
	Yes	☐	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 $_____for FY__.
	No	☒	There is no new revenue generated by this action.

BUDGET NARRATIVE

*Funds in the amount of $70,000.00 will be budgeted under fund 2715 Downtown Revitalization for FY 15/16 budget subject to Council approval and appropriation. Future budget for FY 16/17 also subject to Council approval and appropriation.

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 Memorandum of Understanding between the City and DLCP. DLCP will continue to provide planning and development services related to downtown revitalization.
2. Vote "No"; this will not approve the Resolution authorizing a Memorandum of Understanding between the City and DLCP. The City would no longer be a NMMS community.
3. Vote to "Amend"; this action could modify the terms of the Resolution.

4. Vote to "Table"; this action could prevent staff from implementing the Memorandum of Understanding.

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

City of Las Cruces®
PEOPLE HELPING PEOPLE

COUNCIL ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

For Meeting of _____ (Ordinance First Reading Date)

For Meeting of June 15, 2015 (Adoption Date)

TITLE: A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAS CRUCES AND THE DOWNTOWN LAS CRUCES PARTNERSHIP FOR PLANNING AND DEVELOPMENT SERVICES RELATED TO DOWNTOWN REVITALIZATION IN THE AMOUNT OF $70,000.00 PER YEAR, WHICH INCLUDES GROSS RECEIPTS TAX, FOR A PERIOD OF TWO YEARS.

Purchasing Manager's Request to Contract (PMRC) {Required?} Yes ☐ No ☒

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact		528-3048	5/26/15
Department Director		528-3067	5-22-15
Other			
Assistant City Manager /CAO Management & Budget Manager		541-2078 541-2106	6/2/15 5/29/15
Assistant City Manager/COO		528 3136	6/4/15
City Attorney		EXT 2128	5 JUN 2015
City Clerk - Interim		X2115	6/8/15

Rev. 8/2011

RESOLUTION NO. 15-229

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAS CRUCES AND THE DOWNTOWN LAS CRUCES PARTNERSHIP FOR PLANNING AND DEVELOPMENT SERVICES RELATED TO DOWNTOWN REVITALIZATION IN THE AMOUNT OF $70,000.00 PER YEAR, WHICH INCLUDES GROSS RECEIPTS TAX, FOR A PERIOD OF TWO YEARS.

The City Council is informed that:

WHEREAS, the City of Las Cruces (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, the Downtown Las Cruces Partnership provides planning and revitalization services for Main Street Downtown Las Cruces; and

WHEREAS, the Downtown Las Cruces Partnership generates a high level of public participation to plan and implement downtown revitalization and plays a significant and strategic role in attracting visitors to downtown; and

WHEREAS, this Memorandum of Understanding offers supplemental services of special value to the City.

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

(I)

THAT the Memorandum of Understanding between the City of Las Cruces and the Downtown Las Cruces Partnership for planning and revitalization services in the amount of $70,000.00, which includes gross receipts tax, for a period of two years as shown in

Exhibit "A," attached hereto and made part of this Resolution, is hereby approved and adopted.

(II)

THAT the City Manager is authorized to execute the Memorandum of Understanding on behalf of the City.

(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__.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

VOTE:
Mayor Miyagishima: _____
Councillor Silva: _____
Councillor Smith: _____
Councillor Pedroza: _____
Councillor Small: _____
Councillor Sorg: _____
Councillor Levatino: _____

Moved by: _____

Seconded by: _____

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, _____ 2015, 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.

- Pursue funding of various forms for the further implementation of the Downtown Revitalization Plan.

2. Goals - Downtown Las Cruces Partnership

- 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.
- The Four Point Approach involves addressing Organization of Stakeholders, Design Elements, Economic Positioning, and Promotions.
- Coordinate effective and efficient committees.
- Collaboration with downtown stakeholders and serve as a liaison for the City of Las Cruces on downtown issues.
- Advocate for downtown revitalization and funding at the local, state, and federal level.
- Provide assistance with urban design.
- Produce a marketing packet for potential business owners.
- Maintain DLCP website.
- Assist businesses and property owners in locating investors and coordinate downtown development with City.
- Business recruitment and retention.
- Organize events 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, 2015. The parties may renew this MOU for unlimited two (2) year terms 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 $70,000, including Gross Receipts Tax, per year for each year of the term 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 City Hall.

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, sexual orientation, national origin or ancestry, age, 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 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 on the date first written above.

DOWNTOWN LAS CRUCES PARTNERSHIP

_____

Craig Buchanan
President

CITY OF LAS CRUCES, NEW MEXICO

_____

Robert L. Garza, P.E.
City Manager

Approved as to form:

_____

William R. Babington Jr.
City Attorney