

# Memorandum of Understanding

## Between

### Las Cruces Public Schools Career Education Program

### And City of Las Cruces on behalf of the Las Cruces Police Department

I. The purpose and scope of this MOU is to clearly identify the roles and responsibilities of each party as they relate to LCPS students who explore careers within the City of Las Cruces.

II. Background

The Las Cruces Public Schools has worked with the City of Las Cruces for the past 30 years to allow high school juniors and seniors the opportunity to spend a portion of their school day exploring careers available at the City of Las Cruces.

In particular, this MOU is intended to establish a continued relationship whereby high school juniors and seniors may participate in career exploration at the City of Las Cruces while they earn credit at their high schools for EXCEL, EXCEL Plus, and Career Coop.

III. Responsibilities under this MOU

Las Cruces Public Schools shall perform the following activities:

1. Provide periodic supervisions of students while at the worksite.
2. Provide a maximum of two high school credits per semester for the completion of fifteen (15) hours per week of work-based learning.
3. Make school health and accident insurance available to students.
4. Assure that the student placement is made without discrimination by virtue of sex, race, creed, or national origin.
5. Insure that conditions outlined by the U.S. Department of Labor for non-paid training situation under the Fair Labor Standards Act are met.

The City of Las Cruces shall perform the following activities:

1. Insure the student averages fifteen (15) hours per week.
2. Cooperate with supervising teacher to insure a productive learning experience.
3. Provide on-the-job supervision.
4. Instruct student in proper use of equipment and safety procedures in accordance with the Fair Labor Standards Act.
5. Cooperate with supervising teacher to insure exemption requirements of the Fair Labor Standards Act are met prior to allowing student operation of potentially hazardous equipment.
6. Provide an environment free for all types of harassment based on protected groups as defined in Title VII of the Civil Rights Act of 1964.
7. Notify the LCPS Career Education Office, (575) 527-6050, for any reason the student is subject to written disciplinary action, is dismissed from the job, or fails to attend regularly.

#### IV. Insurance and Liability

1. As public bodies, the City of Las Cruces is self-insured, and the Las Cruces Public Schools shall carry and maintain in full force during the term of this MOU comprehensive liability insurance, consistent with the minimum limits and scope of coverage provided under the New Mexico Tort Claims Act. The Las Cruces Public Schools' coverage shall insure the school district and all program participants pursuant to the New Mexico Public School Insurance Authority Act, NMSA 1978 Section 22-29-1 to 22-29-11.
2. In entering this MOU, the Las Cruces Public Schools and the City of Las Cruces, respectively, shall each be responsible for claims of liability incurred as a result of its own acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1. Et seq., NMSA 1978 as amended. This paragraph is intended only to define the liabilities between the Parties hereto and it is not intended to modify, in any way, the Parties' immunities or defenses to liability as governed by common law or the New Mexico Tort Claims Act. No

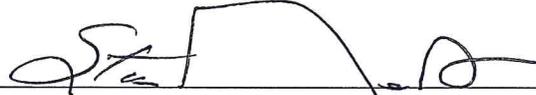
provision in this MOU modifies and/or waives any provision of the New Mexico Tort Claims Act.

V. It is mutually understood by the parties that:

Students who do not comply with the requirements of the career exploration program or the rules and regulations of the worksite will be terminated from the program.

VI. Effective Date and Signatures

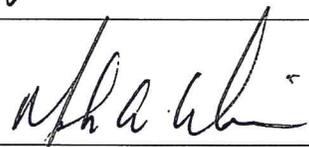
This MOU shall be effective upon the signature of authorized officials. Las Cruces Public School and the City of Las Cruces indicate agreement with this MOU by their signatures and shall terminate on August 1, 2016.

  
\_\_\_\_\_  
Stan Rounds, Superintendent and authorized representative for the Las Cruces Public Schools

8/4/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jaime Montoya, Chief of Police of the Las Cruces Police Department

8/2/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For Robert L. Garza, P.E., City Manager and authorized representative for the City of Las Cruces on behalf of the Las Cruces Police Department

7/2/15  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

## **LCPD SUMMER YOUTH LEADERSHIP ACADEMY**

Memorandum of Understanding  
Between the  
City of Las Cruces Police Department  
And the Las Cruces Public Schools

### **FORWARD**

The Las Cruces Police Department (LCPD) and the Las Cruces Public Schools (LCPS) have a long history of mutual support and strong bond of accomplished goals. The Summer Youth Leadership Academy program provides an opportunity for young people to develop their leadership skills and become productive and positive members of their communities. The effective interaction of government and education is vital for the well-being of our children and the future of all our youth. School Resource Officers (SRO) work to provide a safe learning environment in the schools. Provide valuable resources to school staff, foster positive relationship with the youth in the schools and develop strategies to resolve problems affecting the school community

### **INTRODUCTION**

This Memorandum sets out the understanding of the LCPD and the LCPS of the responsibilities, principles, working practices and financial responsibility that underlie the relationship between them.

This document shall be finding on both parties as a statement of intent designed to guide officials and support the development of detailed working arrangements.

### **GOALS AND OBJECTIVES**

1. To create and provide a safe learning environment in the schools
  - a. Foster a positive relationship with the youth, school staff and SRO's.
  - b. Support the goals of LCPS's "Character Counts" curricula
  - c. Develop positive skills through mentoring and teamwork during the two-week session (June 01-12, 2015).
2. Continue a lasting relationship between the police department, school district and the students, which will encourage communications and serve to develop a continually focused, effective collaboration to the benefit of our youth.

- a. Involve students through leadership activities and workshops
- b. Build relationships with the young people in attendance at the academy , to promote positive connection throughout the youth's school career and beyond
- c. Additionally, work with and on behalf of young people promoting bullying prevention, advocacy and education

## **MISSION STATEMENT**

Our mission is to motivate and mentor potential young leaders, to enable them to take an active role in their school and community.

We hope to assist in building strong leaders who have hope for the future and the tools to influence a positive and safe community.

## **ROLES AND RESPONSIBILITIES**

- The functions of each party are established by governing rules, regulations, policies, procedures, and statutes. Neither party shall be asked to compromise their internal responsibilities as a result of this partnership.
- LCPD will conduct NCIC checks for all participating instructors for Leadership Academy and provide to LCPS.
- LCPS will provide classroom space at Lynn Middle School (June 01-12, 2015) to accommodate LCPD Summer Youth Leadership Academy per Facility Use Form submitted and approved on 12/19/2014, see attached.
- LCPD shall act as fiscal agent for funding, in accordance with funding organization terms and conditions.
- Financial and programmatic reporting will be accomplished through the Police Department and the City of Las Cruces Accounting Office.
- 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 in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act attached is to certify liability coverage.
- LCPS provides bus service via standard contract with bus service, to and from external events (field trip) and associated cost submitted on a purchase order will be borne by LCPD.

## **PARTNER INVOLVEMENT IN COMMUNITY POLICING**

The LCPD and the LCPS have a history of developing and implementing new and innovative strategies to achieve needed results for our community and youth. This program will only service to strengthen and verify those efforts. Both parties will strive to

proactively solve problems and strengthen the bods of cooperation within our community of interest.

- A shared focus on providing and effective an efficient service
- The maintenance of key relationships in a flexible way
- An open and cooperative dialogue on strategic and key issues
- A cooperative approach to settling issues of roles and responsibilities
- A transparent relationship which works effectively at all levels to meet the needs and challenges facing our youth.

**The LCPD and LCPS aim jointly to:**

- **Enable each party to deliver its services in an effective manner in support of the program objective.**
- **Enable each party to participate in the development of future procedures in a cooperative atmosphere.**

**Financial Responsibilities:**

- **All supplies and services will be funding under a grant award from the New Mexico State University Stan Fulton Chair for the Improvement of Boarder and Rural Schools.**

**This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by all parties.**

**The following parties have executed Agreement specified on the dates below.**

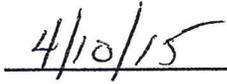
\_\_\_\_\_  
Robert L. Garza, P.E.  
City Manager  
City of Las Cruces

\_\_\_\_\_  
Jaime Montoya  
Chief of Police  
City of Las Cruces

  
\_\_\_\_\_  
Stan Rounds  
Superintendent  
Las Cruces School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date



LAS CRUCES PUBLIC SCHOOLS

Facility Use Form (KF-E1)

Date Submitted: 12-19-14

This form is to be used when requesting the use of a school facility. It is the school's responsibility to ensure that all sections are complete before submitting. Please hand carry or send through school mail to Operations (Annex) Department at least ten (10) days prior to the date of event. Faxes will only be accepted for school-sponsored events.

APPLICANT/REPRESENTATIVE TO FILL OUT

Date of Use: June 1 - June 12, 2015
School: Lynn
Room/Location: 724 734 748 Gym Cafeteria

Event: Las Cruces Police Youth Academy

Times: Open Facility- 7 am/pm Actual Event- from: 8:00 am/pm to: 12 am/pm

Close Facility- 1:30 am/pm

Other dates/times (if more than one event):

Special Requests: If additional space is needed, submit another page.

This application is made subject to General Regulations for use of school facilities and LCPS Policy and Regulation KF: Community Use of School Facilities. The undersigned agrees that rules shall be strictly observed and accepts full responsibility for full compliance with these rules. It is understood and agreed to by the applicant that this permit may be revoked or cancelled at any time, with or without cause, and that, in the event of such revocation or cancellation, there shall be no claim by the undersigned for right to damages or reimbursement on account of any loss, damage or expense whatsoever.

Name of Organization: LCPS
Address: 215 E. Pecos
City/State/Zip: Las Cruces NM 88002
Contact Person: Tony Bowman
Home Phone Number: 915 873 2473
Work/Mobile Number:

Representative's Printed Name: Tony Bowman
Representative's Signature: [Signature]
Date: 12-19-14

PRINCIPAL/SCHOOL DESIGNEE TO FILL OUT

Will admission be charged or collections solicited? Yes [ ] No [ ]
Are you selling food? Yes [ ] No [ ] (If yes, request and attach Food Permit and MOU)
Will Kitchen Facilities be used? Yes [ ] No [ ]
If yes, time needed: to # of Hours Needed
Set Fee - \$25.00 per hour for each Nutrition Svc Worker needed Workers @ \$25 x hrs
Custodian needed? Yes [ ] No [ ]
Set Fee- \$21.00 per hour for each Custodial Worker needed Workers @ \$21 x hrs
Rental Fee for Facility: (See LCPS Policy KF-R Appendix for Applicable Fees)
Liability Insurance is attached with request (mandatory)

Table with 2 columns: FEES, Amount. Rows: Kitchen, Custodial, Rental, TOTAL. Includes text: Money order payable to LCPS. Submit with Facility Use Form. Schools Only: (Circle one) Interfunds Transfer: Yes / No

School Principal or Designee Signature: Ronald M. Clark
Date: 12-19-2014

School: Ensure that all documentation listed above is attached before you forward to Operations

LCPS OPERATIONS DEPARTMENT USE ONLY

Food Permit Attached [ ] Nutritional Guidelines Compliance MOU Attached [ ] Liability Policy Attached [ ] Other [ ]
Approved Disapproved Need to Resubmit (documentation not included)

Coordinator of Custodial Services Signature:
Date:



**City of Las Cruces®**  
PEOPLE HELPING PEOPLE

**RISK MANAGEMENT DEPARTMENT**

**RE: LIABILITY COVERAGE**

This is to certify that the City of Las Cruces, New Mexico, pursuant to authority conferred by the New Mexico Tort Claims Act, has established a self-funded, self-administered program for General Liability, Auto Liability and Workers' Compensation claims arising against the City under the New Mexico Tort Claims Act.

This program is funded at a level believed by management of the City under the Act to be adequate. Additionally, the City carries excess Workers' Compensation Coverage with a \$750,000.00 self-insured retention and \$1,000,000.00 Employers Liability Coverage.

Carl D. Conley, CIC, CRM  
Risk Management Administrator  
City of Las Cruces

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE LAS CRUCES PUBLIC SCHOOLS,  
THE CITY OF LAS CRUCES AND  
DOÑA ANA COUNTY**

THIS MEMORANDUM OF UNDERSTANDING is a guiding document among the Las Cruces Public Schools, the City of Las Cruces and the County of Doña Ana. Upon approval by LCPS, it will be included as part of the Facility Master Plan of the Las Cruces Public Schools.

**I. PURPOSE**

The City and the County are the governing bodies of a vibrant, growing community that values its educational system provided through the Las Cruces Public Schools. The City, County and LCPS are committed to work toward co-location and sharing of resources and services so that schools, transportation, libraries, parks and recreational facilities may be developed for the community's common good, and schools become neighborhood hubs that are integral to the future growth of the community.

The City, County and LCPS are all affected by the location of future public schools and their associated facilities. The City and County have the authority and responsibility to establish long-range plans for the future growth of area communities, and such planning includes the joint development of community infrastructure, planned unit developments and the inclusion of future schools.

LCPS has the authority and responsibility to establish long-range plans that are in the best interest of educating children, and such planning shall be fiscally responsible and include the selection of school sites that are integrated into established master plans.

The LCPS Board of Education has the statutory authority on the final selection of school locations, and the City, County and LCPS aspire to achieve a systematic process whereby future school sites are selected based on a wide array of variables that ultimately are in the best interest of educating children and in harmony with various concerns of the greater community.

**II. BACKGROUND**

On June 5, 2012, the City and LCPS created a joint school siting advisory committee to begin discussions and planning for future schools, and the joint school siting advisory committee provides for informal collaboration between the parties in identifying future school sites.

**III. UNDERSTANDING**

1. A school siting committee (“SSC”) shall be established to identify the organizational structures that need to be in place to achieve the vision of this MOU.
2. The SSC shall meet regularly and establish rules of procedure or guidelines to conduct its business as an ongoing committee.
3. The SSC shall work toward long-range planning that correlates with government master plans and that mutually benefits each entity and its constituents.
4. Each entity’s master plans shall have organizational components that promote the principles and include the conditions and criteria for co-locating facilities or services.
5. The SSC shall include staff members from the City, County and LCPS who combine to have technical expertise in the areas of public works, facilities management, utility management, land use, transportation planning, public safety, public financing, recreation and after-school programming, public information and other relevant expertise to aid in the co-location of schools and joint-use facilities.
6. The SSC shall examine the policies, regulations, rules and codes of the individual entities to develop practices to implement the vision of this MOU.
7. Members of the SSC shall represent their respective organizations and provide their organization’s perspective along with their analysis and expertise in selecting the location of future schools.

**IV. EFFECTIVE DATE**

THIS MEMORANDUM OF UNDERSTANDING shall be effective when approved by the LCPS administration as part of the Facility Master Plan.

FURTHERMORE, upon approval, this MEMORANDUM OF UNDERSTANDING shall be shared with the City of Las Cruces and the County of Doña Ana.

Approved this 17<sup>th</sup> day of February 2015  
Dane Kennon,  
LCPS Associate Superintendent for Operations

# POLICY FEE

## Board of Education Las Cruces Public Schools

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Related Entries: FEE-R  
Responsible Office: Superintendent

### SCHOOL SITE SELECTION

#### I. PURPOSE

The purpose of this Policy is to collaboratively select sites for future schools that provide a safe and conducive environment for the instructional program and the learning process.

#### II. BACKGROUND

- A. It is the belief of the Board of Education that a joint Memorandum of Understanding (MOU) between and among the Las Cruces Public Schools, the City of Las Cruces, and Doña Ana County shall be developed and periodically updated, in order to provide a perspective from which to approach the selection of future school sites. Because schools are pivotal hubs of a community, said MOU shall codify the policies, procedures, regulations, and/or codes, of the involved entities in order to create a common vision of how future schools shall be incorporated into neighborhoods and addressed through strategic planning and/or master plans.
- B. When the District determines that a new school is necessary, it is the Board's belief that the school site will be selected through an open process that involves community stakeholders' input. Because the location of future schools and their associated facilities impact the community as a whole, the City and County shall be involved with the recommendation for selection of future sites.

#### III. DEFINITIONS

1. "*City*" means the City of Las Cruces, a governmental entity.
2. "*County*" means the County of Doña Ana, a governmental entity.
3. "*SSSAC*" means the School Site Selection Advisory Committee.

#### IV. PROCESS

- A. The Board of Education has the sole authority for acquiring, leasing or disposing of District property. [§ 22-5-4.D, NMSA 1978].
- B. The Superintendent shall bring forth recommendations to the Board for location of future school sites, whether through acceptance of a gift, lease, lease-purchase, or acquiring through a state-approved agreement, trade, swap, purchase or by other means.

- C. School site selection is affected by many factors including, but not limited to, health and safety, location, environment, size, cost and impact to neighborhoods. The basis upon which a site(s) is recommended shall be through a process that integrates the study, consideration and incorporation of these and other factors. Site selection must also weigh those characteristics that may adversely affect the choice for a future school.
- D. When a future school is needed, the Superintendent shall organize a School Site Selection Advisory Committee (SSSAC) to provide feedback, expertise and ultimately, a recommendation(s) to the Superintendent for a future location.
- E. When organizing the SSSAC, the Superintendent shall ensure the membership:
  - a. includes one member of the Board of Education, as selected by the Board President;
  - b. includes a minimum of two community residents;
  - c. includes members of the joint school siting committee as established through the most recent MOU with the City and County;
  - d. includes LCPS, County and City specialists who shall provide technical expertise.
- F. The Superintendent may include additional members to the Committee from other entities (such as New Mexico State University, Bureau of Land Management), if deemed necessary to the process.
- G. The Superintendent or his/her designee shall be the committee chairperson who will provide regular updates to the School Board and to the joint school siting committee.
- H. When determining a recommendation(s) for a school site, the SSSAC committee shall:
  - a. abide by the terms of the most recent joint Memorandum of Understanding (MOU) that exists between the Las Cruces Public Schools, the City of Las Cruces and the County of Doña Ana with regard to the cooperative selection of future school sites;
  - b. work toward a collaborative use of resources.
  - c. make their recommendation(s) available to the public.
- I. At the conclusion of its work, the SSSAC will send its recommendation(s) for a future school site to the Superintendent. He/she will then provide

additional considerations, if any, and prepare the final recommendation(s) to the Board of Education for consideration.

- J. A public comment period should be incorporated into the site selection process.
- K. The final responsibility for selection of a school site rests solely with the Board of Education.
- L. The Superintendent shall promulgate regulations for the enforcement of this Policy.

**V. REVIEW**

This policy shall be reviewed on an ongoing basis in accordance with the Board of Education policy review process.

*Maria A. Flores*

\_\_\_\_\_  
*Board of Education, President*

*April 14, 2015*

\_\_\_\_\_  
*Date Approved*

**History:** New Policy, 04.14.15

**Legal Reference:** § 22-5-4.D, NMSA 1978

"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 Highnoon Soccer Club; *(has changed)*
- 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 1<sup>st</sup> 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.

"ATTACHMENT E"  
AGREEMENT  
BETWEEN THE CITY OF LAS CRUCES AND LAS CRUCES PUBLIC SCHOOLS  
FOR USE OF INDOOR RECREATION, CLASSROOM AND MEETING SPACE

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

In an effort to further the intent and cooperative nature of the Agreement, the City and LCPS agree to allow at no cost, the use of indoor recreation and class room space for City and LCPS functions and City or LCPS sponsored community programs.

The City will provide:

1. Use of City owned facilities for District functions/programs.
2. All maintenance of buildings, grounds, spectator areas at City facilities.
3. All costs related to utilities and maintenance products of City owned facilities.

LCPS will provide:

1. Use of LCPS owned facilities for City and Community functions/programs.
2. All maintenance of buildings, grounds, spectator areas at LCPS facilities.
3. All costs related to utilities and maintenance products of LCPS owned facilities.

The City and the District recognize the need to cooperatively approach scheduling and use of indoor recreation space/facilities. For the benefit of the community the City and LCPS will work diligently to provide access to these public facilities for City, LCPS and community programs/functions.

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 F”  
AGREEMENT  
BETWEEN THE CITY OF LAS CRUCES AND LAS CRUCES PUBLIC SCHOOLS  
FOR SCHOOL GARDENING PARTNERSHIP

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

In an effort to further the intent and cooperative nature of the Agreement and provide high quality education, services and programs to students in LCPS programs, the City and LCPS agree to support the Healthy Learning School Garden Project (Garden Project) on LCPS campuses throughout the City. The Garden Project will strive to:

- Improve student performance and add value to and beyond the current core curriculum.
- Cultivate young scientists through active involvement in the Garden Project(s) incorporating experimental design, monitoring and analysis. Community volunteers and NMSU faculty and students will provide technical support oversight of research projects.
- Promote student health and wellness through active participation in the Garden Project by increasing student physical activities and promoting healthy eating habits.

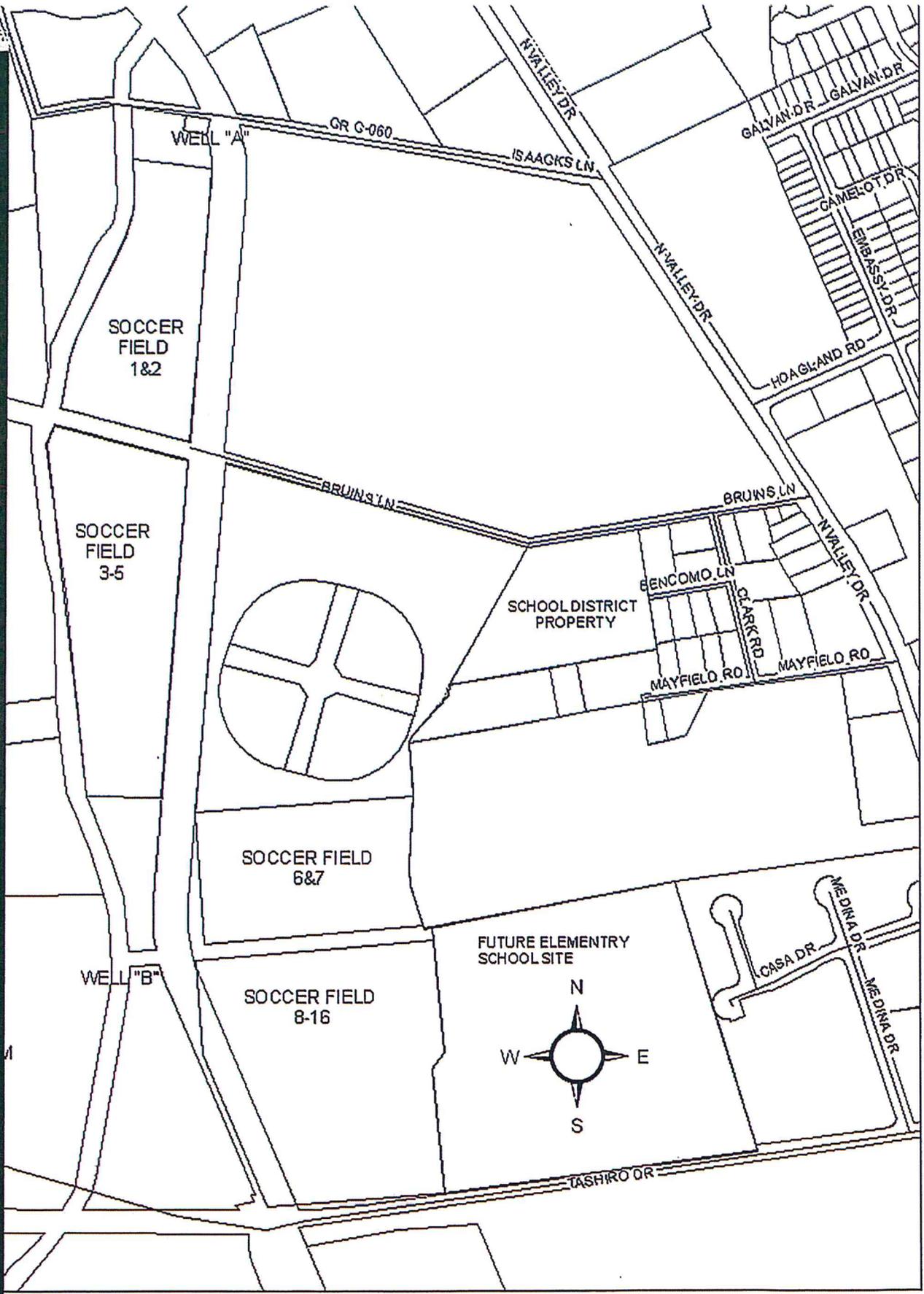
LCPS will provide:

1. Use of LCPS owned facilities/grounds for Garden Project sites.
2. All construction, development and maintenance of LCPS Garden Project sites.
3. Costs related to utilities and maintenance products to support LCPS Garden Project sites.
4. Student curriculum, instruction, and volunteer training and collaboration with the Garden Project community support group.

The City will provide:

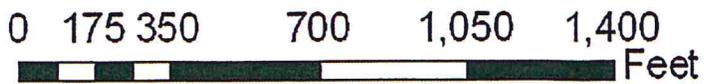
1. Professional staff expertise and technical advice. City staff will provide recommendations concerning the location(s), development, and construction of LCPS Garden Projects.
2. Assistance by directing volunteers to LCPS to help support the Garden Project.
3. In collaboration with LCPS, the City and the Garden Project community partners will seek opportunities for additional funding to support the program(s).

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



BOARD OF EDUCATION  
Las Cruces Public Schools ♦ Las Cruces, New Mexico

## Resolution

**“A RESOLUTION IN SUPPORT OF THE PROPOSED LAS CRUCES STUDIOS  
FILM AND TELEVISION PRODUCTION COMPLEX”**

**WHEREAS**, film and media are valued educational endeavors which cultivate student learning outcomes of creativity and innovation; and

**WHEREAS**, the production complex will provide jobs and significant revenue for local small businesses, increase commercial revenue, develop a creative economy and promote regional tourism; and

**WHEREAS**, the production complex will generate jobs for college and university graduates; and

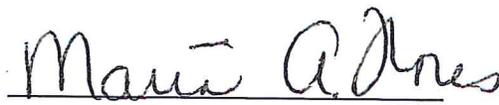
**WHEREAS**, the production complex will provide new opportunities for middle school film magnets and will support high school vocational training; and

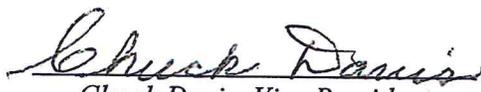
**WHEREAS**, the production complex supports the Las Cruces Public Schools Board of Education's advocacy for creative endeavors and expanding cultural opportunity and global exchange.

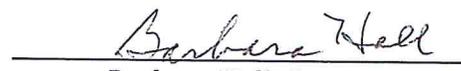
**NOW, THEREFORE, BE IT RESOLVED** that the Las Cruces Public Schools Board of Education supports the proposal for the City of Las Cruces to build a Film and Television Production Complex in partnership with New Mexico State University (“NMSU”) and Doña Ana Community College (“DACC”); and

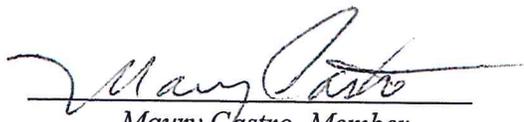
**BE IT FURTHER RESOLVED** that the Las Cruces Public Schools will engage in discussion with NMSU and DACC to further develop film and entertainment arts education opportunities and development of curriculum.

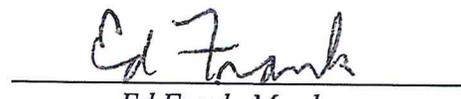
Submitted for consideration on this 15<sup>th</sup> day September, 2015.

  
\_\_\_\_\_  
*Maria A. Flores, President*

  
\_\_\_\_\_  
*Chuck Davis, Vice President*

  
\_\_\_\_\_  
*Barbara Hall, Secretary*

  
\_\_\_\_\_  
*Maury Castro, Member*

  
\_\_\_\_\_  
*Ed Frank, Member*