

MEMORANDUM OF UNDERSTANDING  
(MOU)

THIS AGREEMENT is entered into between the City of Belen and City of Rio Communities.

I. Purpose:

The purpose of this agreement is to provide financial support for the Summer Recreation Program, for the benefit of the children and youth of the City of Belen and City of Rio Communities to be conducted through the use of public parks, swimming pool, playgrounds and other recreational facilities owned or operated and located within the respective jurisdiction of the parties. This agreement shall begin on May 12, 2023 and end on June 30, 2024.

II. Parties Agree that:

- A. The parties shall contribute the following sums to the program to support the hiring of recreation leaders and aids or other necessary personnel and to pay for attendant program costs: The terms of this Agreement are contingent upon sufficient funding and authorization made by the City for the performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice to the City of Belen. The City's decision as to whether sufficient appropriations are available shall be accepted by the City of Belen and shall be final and not subject to dispute or challenge.

PARTY:

AMOUNT

City of Belen

\$30,000. Each year

City of Rio Communities

\$5,000. Each year

The City of Belen shall submit an invoice for all contribution payables. Payment shall be received on/or before May 30, each year.

- B. The City of Belen is hereby designated to be the entity to Administer or execute the Memorandum of Understanding. The City of Belen shall possess the common powers specified or necessarily implied in the Agreement and may exercise such in accordance with State and Federal Law.

The Administering agent shall be responsible for selection and supervision of all personnel subject to this memorandum.

- C. Each party shall keep and maintain the facilities owned or operated by it in a reasonable state of repair and preservation, and shall not suffer or permit any

continuing nuisance therein. The respective parties shall pay for all necessary utilities to such facilities used in the program and will promptly pay all utility charges in connection with such use and will hold other parties to this agreement harmless therefrom.

- D. The City of Belen is designated as the fiscal agent hereafter. The fiscal agent shall be strictly accountable for all receipts and disbursements under the Agreement.
- E. This agreement may be terminated by any of the parties, by written notice to the other parties, up to thirty (30) days prior to the intended termination date. By such termination, no party may escape obligations incurred for performance prior to the date of termination.
- F. This agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise of the parties or their agents shall become valid or enforceable unless embodied in this agreement.
- G. This agreement shall not be altered, changed or amended except by instrument in writing and executed by the parties hereto.
- H. No 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 subjected to the immunities and limitations of the New Mexico tort Claims Act, section 41-4-1 et. Seq., NMSA 1978, as amended.

IN WITNESS, WHEREOF, the undersigned City of Belen, and City of Rio Communities have caused this Agreement to be executed by their respective officers.

BY: \_\_\_\_\_  
City of Belen Title Date

BY: \_\_\_\_\_  
City of Rio Communities Title Date