

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF ALAMOGORDO, NEW MEXICO  
AND ALLIANCE FOR REGIONAL MILITARY SUPPORT**

This Memorandum of Understanding ("MOU") is entered into by and between the **Alliance for Regional Military Support** ("ARMS"), a Texas based nonprofit corporation, and the **City of Alamogordo**, (collectively, the "Parties") on this the \_\_\_ day of \_\_\_\_\_, 2019.

**RECITALS:**

**WHEREAS**, both Parties desire to support regional economic development by promoting growth in the defense and aerospace industries; and

**WHEREAS**, through a Professional Services Agreement, the City of El Paso has engaged Cypress International, Inc., ("Cypress") to provide the City, Region and ARMS with information, advice and assessment for the purpose of promoting growth in regional defense and aerospace industries; and

**WHEREAS**, the City of Alamogordo recognizes that the Professional Services Agreement with Cypress supports and potentially will benefit economic development in the White Sands, Holloman and Fort Bliss region; and

**WHEREAS**, the City of Alamogordo desires to contribute financially towards the Professional Services Agreement with Cypress; and

**WHEREAS**, the ARMS wishes to accept the City of Alamogordo's financial contribution towards the City of El Paso's Professional Services Agreement with Cypress.

**NOW, THEREFORE**, ARMS and the City of Alamogordo hereby mutually agree to the following:

**AGREEMENT**

- 1. Term.** The Term of this MOU is three years, beginning September 24, 2019 ("Effective Date") and ending March 1, 2022.
- 2. Obligation of the City of Alamogordo.** Alamogordo will pay ARMS the sum of \$10,000 annually for each of the three years comprising the Term of this MOU. The total amount Alamogordo shall pay over the Term of this MOU shall not exceed \$30,000.
- 3. Money collected** will be used to support the professional services contract held by the City of El Paso with Cypress. ARMS is obligated to fund \$60,000.00 (Sixty Thousand Dollars and zero cents) annually paid to the City of El Paso.

**4. Manner of Payment** The City of Alamogordo will provide a one-time payment to ARMS due on the effective date for three consecutive years in accordance with line 2 of this MOU. Payment shall be made within 45 days of receipt of invoice in each of the three years.

Payment shall be mailed to:

Alliance for Regional Military Support  
1460 Common Drive  
El Paso, TX 79936

**5. Obligations of ARMS and the City of Alamogordo.**

- A. The ARMS will brief the City of Alamogordo's Commission, its City Manager and/or its designee on a quarterly basis on the direction and efforts of ARMS.
- B. The City of Alamogordo will identify key focus areas and missions and be responsible for developing the tasks to support their local military installation through interaction and dialogue with its installation's leadership with assistance from ARMS and Cypress International.
- C. The City of Alamogordo will appoint a Point of Contact (POC), the City Manager or his designee to interface with both ARMS and Cypress
- D. ARMS and Cypress International will work with the City of Alamogordo's City Manager to execute on Alamogordo's priorities
- E. ARMS, along with the City of El Paso, will provide the City of Alamogordo with the opportunity to participate in phone calls, visits, and meetings with Cypress that are organized by the City of El Paso and that concern the information, advice and assessment gathered by Cypress for the purpose of increasing regional defense and aerospace industries.
- F. ARMS and the City of Alamogordo agree to collaborate and share information on all activities related to the Military that are deemed to be relevant by the City of Alamogordo to their stated priorities.
- G. The City of El Paso, as the contracting party in the Professional Services Agreement with Cypress, is solely responsible for payments to be made pursuant to its Professional Services Agreement with Cypress. Further, the City is the sole decision maker in all matters concerning the Professional Service Agreement with Cypress, including any decision to terminate the Agreement or amend any provision therein.

**6. No Partnership or Joint Venture** Nothing contained herein shall constitute a partnership between or joint venture by the Parties or constitute any party the agent of the others. No party shall hold itself out contrary to the terms of this paragraph and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof.

This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

7. **Notice.** Any notices required under this Agreement shall be sufficient if sent by Certified Mail postage prepaid, to ARMS at the following addresses:

ARMS: Alliance for Regional Military Support  
1460 Common Drive  
El Paso, Texas 79936

COPY TO: The City of Alamogordo  
Attn: City Manager  
1376 E Ninth St  
Alamogordo, NM 88310

8. **Termination.** This MOU shall terminate at the end of the Term or as otherwise agreed upon by the parties hereto in writing. Either party may terminate this MOU for any reason after ninety (90) days written notice to the other party of the intention to terminate or at any time by mutual agreement of the parties. If the City of Alamogordo elects to terminate this MOU for any reason prior to the end of the Term, the City of Alamogordo shall be responsible for their obligated amount in the year of the termination.
9. **Governing Law.** It is agreed that this MOU is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.
10. **Complete Agreement.** This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the Memorandum of Understanding.

(Signatures on the Following Page)

IN WITNESS WHEREOF, the Parties execute this MOU:

ARMS:

\_\_\_\_\_  
Gustavo Rodriguez  
Date:

\_\_\_\_\_  
Lance Lehr  
Date:

\_\_\_\_\_  
John Baily  
Date:

\_\_\_\_\_  
Richard Dayoub  
Date:

\_\_\_\_\_  
A.F. Thomas  
Date:

CITY OF ALAMOGORDO, NEW MEXICO  
A New Mexico municipal corporation

Date: \_\_\_\_\_

\_\_\_\_\_  
Brian Cesar  
Interim City Manager

ATTEST:

\_\_\_\_\_  
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Petria Bengoechea, City Attorney