



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RATON AND
THE RATON CHAMBER AND ECONOMIC DEVELOPMENT COUNCIL, INC.
DOING BUSINESS AS THE RATON CHAMBER OF COMMERCE**

I. Parties

This Memorandum of Understanding (hereinafter "MOU") constitutes a mutual understanding between the City of Raton, New Mexico (hereinafter "the City") and the Raton Chamber and Economic Development Council, Inc. doing business as the Raton Chamber of Commerce (hereinafter "the Chamber").

II. Purpose

A. Intent

It is the intent and purpose of this MOU to define and clarify the responsibilities of the Parties involved regarding tourism development efforts. This MOU supersedes and revokes all previous MOU's between the City and the Chamber. Unless specifically provided in writing otherwise, all funds paid to the Chamber under this MOU are funds derived from the Lodger's Tax authorized by 3-38-13 through 3-38-24 NMSA 1978. Funds provided to the Chamber under this MOU shall be maintained in a separate account established for the purpose of tourism development efforts, and shall not be commingled with any other money.

B. Term

The initial term of this MOU shall be from the date of the last approval up to and including June 30, 2015, subject to a review by the Parties beginning not later than April 30, 2016. At the end of this term, the parties will have the right, but not the obligation, to annually renew in writing, in one (1) year increments, this MOU through June 30, 2018.

III. Understanding of the Parties

A. The City hereby agrees to:

1. Allow the Chamber to occupy that portion of the Raton Visitor Center previous described in Appendix A to the MOU dated June 11, 2012 in exchange for services provided by the Chamber to assist in the marketing and promotion of the City for the purpose of bringing in out-of-town guests.
2. Consider the Chamber as a tenant for occupancy of the Raton Visitor Center.
3. Through the New Mexico State Tourism Department, supply power and be responsible for the electrical power delivery to the metered service in the Raton Visitor Center at no charge to the Chamber.

4. Through the New Mexico State Tourism Department, supply Internet service to the Raton Visitors Center at no charge to the Chamber.
5. Supply water and sewer services at no charge to the Chamber.
6. Supply solid waste disposal services at no charge to the Chamber.
7. Maintain parking lot and sidewalks of the Raton Visitors Center at no charge to the Chamber.
8. Maintain the landscaping of the Raton Visitors Center at no charge to the Chamber.
9. Maintain all permanent or fixed assets in the Raton Visitors Center at no charge to the Chamber.
10. Insure with casualty and liability insurance the Raton Visitors Center and all contents belonging to the City.
11. Provide from Lodgers Tax and Commission approval, two thousand five hundred dollars (\$2,500) monthly to the Chamber to provide for tourism promotion services and a Tourism Coordinator to be an employee of the Chamber (see Appendix A for job description).

B. The Chamber hereby agrees to:

1. Expend all funds under this MOU in a manner directly enhancing and promoting tourism and the convention and lodging industry. Funds may be applied to costs related to tourism promotion, including salaries and employment related expenses, office expenses, travel expenses, equipment and required financial reporting expenses. Funds may only be applied to costs for advertising, publicizing and promoting tourist-related attractions, facilities and events as authorized by the Lodgers' Tax Act: Sections 3-38-13 through 3-38-24 NMSA. Funds may not be expended for any activity, event, travel or expense that is not directly related to the promotion of tourism and the convention and hotel industry.
2. Protect, defend, indemnify, and hold harmless the City, its officers, employees and agents, from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent or intentional acts of omissions by the Chamber, its officers, employees or agents in the performance of this MOU.
3. Pay all natural gas bills for the Raton Visitors Center.
4. Provide and maintain all phones and the phone system for the Raton Visitors Center, and not interfere with the use of said phones and phone system by the New Mexico State Tourism Department, the Chamber to only pay for its own phone service.
5. Recognize the New Mexico State Tourism Department as a co-tenant.
6. Maintain the Chamber office so that it promotes hospitality and presents a positive image of Raton and the Chamber.
7. Be the lead entity for the City of Raton in tourism promotion and development.
8. Employ a full-time Tourism Coordinator who will staff the Chamber office during regular business hours.
9. Use the Tourism Coordinator to respond to the inquiries regarding Raton, local and area activities, and the availability of the Raton Convention Center. The Chamber shall develop cooperative programs specifically geared towards Raton tourism industry. The Chamber shall develop destination marketing and affiliation programs as appropriate to generate incremental visitation to the Raton area by individuals or group interests, including but not limited to leisure and group business development, special events development, sponsorships, niche market collaboratives, cooperative initiatives, affiliations with tourism industry organizations, etc.

10. Use the Tourism Coordinator to promote and coordinate Convention Center activities and events with the City Clerk.
 - a. Create marketing materials to recruit conventions.
 - b. All booking fees for the Convention Center remain the property of the City.
11. Use the Tourism Coordinator to maintain a list of all local and area activities, and serve as a point of coordination for all local tourists events to avoid scheduling conflicts.
12. Use the Tourism Coordinator to program the community digital sign to showcase, publicize, and promote community events.
13. Use the Tourism Coordinator to provide timely and relevant information which can be used by other responsible parties to update and maintain all City-authorized websites which assist with the advertising and promotion of Raton.
14. The Chamber shall submit a proposed budget for the expenditure of funds under this MOU no later than April 1 of each year, and prior to receiving Lodger's Tax funds. The budget request shall set forth a detailed proposal for revenues and expenditures in the ensuing fiscal period. The Chamber may submit amendments to the budget if unforeseen changes in revenues or expenditures occur.
15. The Chamber shall maintain complete and accurate financial records of each expenditure of all funds under this MOU, with supporting invoices. The Chamber shall submit financial reports to the City on the following quarterly dates: July 15, October 15, January 15, and April 15. Financial reports shall typically consist of a statement of revenue and expenses and general ledger detail of checks issued. Report shall include a comparison of actual revenues and expenses to budget for the full quarter. The Chamber agrees to maintain complete accurate financial records of each expenditure and, on request by the City of Raton, shall make records available for inspection.
16. The Chamber shall be responsible for the planning, marketing, production and coordination of a minimum of two annual events designed to promote and increase visitation and overnight lodging by out-of-area visitors.
17. The Chamber may also provide support and assistance to other community activities and tourism promotion events, and the presentation, performance, execution, and exhibition of art and culture attractions.
18. The Chamber shall attend regular monthly meetings of the Lodger's Tax Advisory Board, and shall report tourism promotion activities performed during the period.
19. The Chamber shall attend the first regularly scheduled meeting in April of the Raton City Commission, and shall present an annual report of promotion activities performed.

IV. Limitations

It is mutually agreed and understood between the parties that:

A. Modification

Modifications to this agreement shall only be made mutual consent of both parties, in writing, signed and dated prior to any changes becoming effective.

B. Termination

Either party may terminate this instrument at any time before the date of expiration by providing written notice to the other party at least sixty (60) days prior to the effective date of such termination.

V. Approvals by Parties

- A. During its meeting on _____, the Raton City Commission approved this memorandum.
- B. During its meeting on _____, the Board of Directors of the Raton Chamber and Economic Development Council, Inc. approved this memorandum.

IN WITNESS WHEREOF, the parties hereto have executed this memorandum of understanding.

For the City of Raton

Signature: _____
Sandra Mantz, Mayor
City of Raton

Date: _____

For the Raton Chamber and Economic Development Council, Inc.

Signature: _____
H.M. Burleson, President
Raton Chamber and Economic Development Council, Inc.

Date: _____