



**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF RATON AND THE CENTER FOR SUSTAINABLE COMMUNITY**

I. Parties

This Memorandum of Agreement (hereinafter "MOA") constitutes a mutual understanding between the CITY OF RATON, NEW MEXICO (hereinafter "the City") and the CENTER FOR SUSTAINABLE COMMUNITY (hereinafter "the Center").

II. Purpose

A. Intent

It is the intent and purpose of this MOA to define and clarify the responsibilities of the Parties involved regarding the operation of a Community Kitchen at the Raton Convention Center.

B. Term

The initial term of this MOA shall commence on February 14, 2018 and expiring on December 31, 2018.

III. Understanding of the Parties

It is understood that a commercial-grade Community Kitchen shall be developed for the purpose of nurturing startup and early stage small food businesses in Raton and as a catalyst tool for local or regional economic development. The Community Kitchen shall be operated as a shared-use facility that is certified for food production. The Community Kitchen shall be available to food entrepreneur members or renters to produce food products while fulfilling regulatory compliance. It is understood that the parties shall work cooperatively to equip and permit the kitchen facility.

A. The City hereby agrees to:

1. Provide the existing kitchen and facility located at the Raton Convention Center for the purpose of the operation of a Community Kitchen on a pre-determined schedule.
2. Provide water, sewer, electric and solid waste utility service to the kitchen operation.
3. Provide routine building maintenance.

B. The Coal Camp hereby agrees to:

1. The Center shall provide a qualified Kitchen Manager that shall have responsibility to schedule member operations, provide orderly operation of the facilities, ensure operational compliance with regulatory requirements, ensure the responsible and safe use of kitchen equipment, provide for security and segregation of non-shared equipment, materials and supplies, and provide for clean and sanitary conditions for any portion of the facilities including floors, sinks, equipment, pots, pans, utensils, storage areas, work surfaces, and the like. The manager shall be familiar with

- regulatory requirements and regulations applicable to the Community Kitchen and operations, and possess any required certifications and training.
2. The Center shall maintain accurate records of use of the kitchen including, but not limited to:
 - a. Users Names or Business Names
 - b. Number of hours the kitchen was rented
 - c. Rental fees collected
 3. The Center is authorized to collect fees for the use of the kitchen and shall hold these fees in a dedicated checking account controlled by the Center. These fees shall only be utilized for costs associated with the kitchen including such items as insurance, restocking cleaning supplies, advertising, and staffing.
 4. The Center shall provide to the City a written report on a quarterly basis summarizing activity in the kitchen, including hours used, fees collected and use of revenues.
 5. The Center shall formulate and adopt policies and procedures regarding the orderly operation of the facility, proper food handling, equipment use, and operational cleaning and sanitation procedures for equipment and facilities.
 6. Establish written safety procedures and safety training for facility usage and storage by kitchen users.
 7. Ensure security of property by monitoring the facility and the visitors or operators.
 8. Establish written facility maintenance and pest control procedures.
 9. Establish and apply member policies, agreements, methods and procedures for the harmonious operation of the Community Kitchen. Provide oversight and management of the operation of the Community Kitchen.
 10. Cooperate with other users or occupants of the Raton Convention Center as authorized by the City from time to time.
 11. 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 Coal Camp, its officers, employees or agents in the performance of this MOA.
 12. The Center shall maintain comprehensive general liability insurance throughout the term of this Agreement without interruption. Liability insurance shall provide coverage for bodily and personal injury liability, including liability for death, in which the City shall be named an additional insured, in the minimum amount of \$1,000,000 claims single limit. Coverage shall be on an occurrence basis.

IV. Limitations

It is mutually agreed and understood between the parties that:

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

V. Approvals by Parties

- A. During its meeting on _____, the Raton City Commission approved this memorandum.
- B. During its meeting on _____, the Directors of the CENTER FOR SUSTAINABLE COMMUNITY 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 CENTER FOR SUSTAINABLE COMMUNITY:

Signature: _____

CENTER FOR SUSTAINABLE COMMUNITY

Date: _____