



**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 as it relates to the Tourism Information Center. 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. A complete accounting of funds provided to the Chamber under this MOU shall be maintained by the Chamber.

B. Term

The initial term of this MOU shall be from the date of the last approval until June 30, 2020. The MOU shall be subject to a review by the Parties beginning not later than April 30, 2020. 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, 2023. Annual renewal shall be subject to a review by the Parties beginning not later than April 30 of the year that is ending.

III. Understanding of the Parties

A. The City hereby agrees to:

1. Allow the Chamber to occupy the Raton Tourism Information Center, consisting of facilities located at 100 Clayton Highway in Raton, New Mexico, 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 Tourism Information Center.
3. Supply water service, sewer service, electrical service, solid waste disposal services, internet service, telephone service and natural gas service at no charge to the Chamber.
4. Maintain parking lot and sidewalks of the Raton Tourism Information Center at no charge to the Chamber.
5. Provide turf irrigation at the Raton Tourism Information Center at no charge to the Chamber.
6. Maintain all permanent or fixed assets in the Raton Tourism Information Center at no charge to the Chamber.
7. Insure with casualty and liability insurance the Raton Tourism Information Center and all contents belonging to the City.
8. Provide from Lodgers Tax revenues, and with City Commission approval, two thousand five hundred dollars (\$2,500) monthly to the Chamber to provide for tourism promotion services.

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 custodial and cleaning costs for the Raton Tourism Information Center.
4. Pay costs related to grass mowing, hedge trimming, green waste disposal, and ornamental planting and care for the Raton Tourism Information Center.
5. Maintain the Chamber office so that it promotes hospitality and presents a positive image of Raton and the Chamber, including coordination of applicable informational materials and displays. All informational materials and displays shall meet the standards and requirements of the City, and Chamber agrees to remove materials and displays at the request of the City for cause.
6. The Chamber agrees to participate in marketing and promotion initiatives developed by the City of Raton, including display of marketing, promotional and branding materials.
7. Coordinate and manage appropriate staffing for the normal operation of the Raton Tourism Information Center for the purpose of tourism promotion and development.
8. Use Chamber staff, members and volunteers to respond to inquiries regarding Raton, local and area activities, and the availability of the Raton Convention Center.
9. The Chamber shall coordinate destination marketing and affiliation programs as appropriate to generate incremental visitation to the Raton area by individuals or group interests.

10. The Chamber shall promote and coordinate Convention Center activities and events with the appropriate City staff and affiliates.
11. 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.
12. 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.
13. The Chamber shall develop, recruit, train and supervise a group of volunteers to staff the Tourism Information Center seven days a week, whenever staffing permits.
14. The Chamber may also provide support and assistance to other community activities and tourism promotion events, as determined by the Board.
15. The Chamber shall attend a minimum of two (2) meetings of the Lodger's Tax Advisory Board (LTAB) during the budget year and shall report tourism promotion activities performed during the period. The Chamber shall attend the spring budget meeting of the LTAB and participate in budget discussions.
16. 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. The Chamber shall attend regular meetings of the Raton City Commission at least quarterly, and shall report tourism promotion activities performed during the period.

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 **January** _____, **2019**, the Board of Directors of the Raton Chamber and Economic Development Council, Inc. approved this memorandum.

- B. During its meeting on **January 8, 2019**, the Raton City Commission approved this memorandum.

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

For the City of Raton

Signature: _____

James Neil Segotta, Jr.
Mayor - City of Raton

Date: _____

For the Raton Chamber and Economic Development Council, Inc.

Signature: _____

Dee Burks, President
Raton Chamber and Economic Development Council, Inc.

Date: _____