

Johnson City Visitor Center Proposed Budget

6.06.2023

The Johnson City Chamber of Commerce is requesting the following expenses to be covered by HOT funds for the operation of the Johnson City Visitor Center, in the total 6-month amount of \$23,553.48.

Expense	Amount	Monthly Amount
Assistant Visitor Center Staff (\$17.50/hour + FICA \$1.34/hour)	\$ 18.84	\$ 753.60
Senior Visitor Center Staff (\$22.50/hour + FICA \$1.72/hour)	\$ 24.22	\$ 2,906.40
Rent/month	\$ 200.00	\$ 200.00
Phone/month	\$ 36.83	\$ 36.83
Insurance/month	\$ 104.08	\$ 104.08
Monthly Total		\$ 4,000.91
Proposed HOT Funds 6-Month Total		\$ 24,005.48

Johnson City Texas Visitor Center Staff do not receive PTO, health insurance, etc. Thus, the requested hourly rates cannot be compared against civil/municipal employees who are eligible for benefits.

The Johnson City Texas Chamber of Commerce is adding a \$100.00 monthly fee, above our lease agreement monthly cost due to the fact that our board members have to organize, track and manage the above expenses and related visitor center activities. At just \$200.00 monthly, The Johnson City Visitor Center is a spectacular deal, especially when you consider that electricity is currently included at that rate as well as the Wi-F being included, courtesy of Hill Country Wireless. The average lease price per square foot for commercial retail real estate in Nearby San Antonio Texas is currently \$22.03 per sq.ft. per LoopNet (link below) which demonstrates the extreme value we are currently receiving. This agreement will provide us more time to come to a more accurate figure for next FYE.

LoopNet Link: <https://www.loopnet.com/search/retail-space/san-antonio-tx/for-lease/#:~:text=The%20average%20cost%20for%20Retail,about%20%2422.03%20per%20square%20foot>

Visitor Center Job Description

Version 1.1 (Finalized 5/30/23)

Assistant Visitor Center Staff

Duties:

- Greet incoming guest and calls with a welcoming attitude and smile
- Answer any visitor questions and direct them to the appropriate businesses, resources, and events in the area. Distribute marketing literature relevant to their inquiries
- Educate self, on an ongoing basis, about the history of Johnson City and surrounding area, local business/organization offerings, and local events; to maximize the quality of the information being provided to visitors
- Work closely with the Visitor Center's marketing team to ensure a comprehensive list of attractions and events is maintained and available
- Stock and keep all marking materials tidy
- Keep Visitor Center clean and tidy including the restroom and any outside decorations

Qualifications:

- Strong communication skills, both verbal and written, and friendly/welcoming demeanor
- Basic computer and software skills including Word, Excel, Google Drive, scanning, and printing

Senior Visitor Center Staff

Same as Assistant, with these additional duties and qualifications:

Duties:

- Report to and work closely with the Chamber's Executive Director to seek their involvement in policy decisions and to increase the overall visibility of the Visitor Center
- Establish and maintain relationships with various businesses and organizations and utilize those relationships to strategically enhance the Visitor Center's Mission
- Work closely with the Visitor Center's marketing team to prepare and present a comprehensive view of visitor statistics and trends
- Attend City Council, Commissioners Court, and any other relevant policy meetings involving to or impacting Visitor Center operations. Provide ongoing Visitor Center reports to Chamber Board and City Council

Qualifications:

- Strong existing knowledge of Johnson City and its surrounding businesses, organizations, and events
- Experience interacting with and bridging gaps with different cultures and languages; bi/multilingual is a plus

**VISITOR INFORMATION CENTER SERVICES AGREEMENT AND
HOTEL OCCUPANCY TAX FUNDING AGREEMENT**
**between the City of Johnson City, Texas and
the Johnson City Chamber of Commerce**

This Visitor Information Center Services Agreement and Hotel Occupancy Tax Funding Agreement ("Agreement") is entered into by and between the City of Johnson City, Texas ("City") and the Johnson City Chamber of Commerce ("Chamber"), collectively the "Parties" or individually "Party", as follows:

RECITALS

WHEREAS, the City assesses and collects a hotel occupancy tax ("HOT") on occupants of hotels within the City limits and its extraterritorial jurisdiction for the purpose of the promotion of tourism and the convention and hotel industry as provided in Texas Tax Code Section 351.101(a); and

WHEREAS, Section 351.101(a) authorizes the use of HOT funds by the City for the operation of a visitor information center ("Center"); and

WHEREAS, Section 351.101(c) permits the City to delegate the management or supervision of the Center to a private organization and to enter into a contract for budget approval and financial reporting and accountability for the HOT fund expenditures; and

WHEREAS, the City and the Chamber desire to enter into a contractual agreement for the management and operation of the Center by the Chamber for the time period as prescribed herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are adopted as facts and are incorporated fully herein.
2. **Agreement.** The City offers and delegates to the Chamber operation and management of the Center. In consideration of HOT funds provided by the City to the Chamber, the Chamber accepts and agrees to provide services to operate and manage the Center in accordance with the terms and conditions of this Agreement.
3. **Definitions.** For this Agreement, the following terms are defined as follows:

HOT budget is the annual budget submitted by the Chamber listing the items and estimated cost for each necessary for operation of the Center. As required by Section 351.101(c), the budget shall be submitted prior to approval of this Agreement initially, and on subsequent renewal. Approval by the City Council shall be in writing as required by the statutory section.

Qualifying HOT expenses shall be those expenses spent specifically on management and operation of the Center including day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in the promotion and operation of the Center. If a HOT activity is conducted along with a non-HOT activity, only that portion which is HOT related qualifies as a HOT expense.

4. **Scope of Services.** The Chamber shall provide the following services for operation of the Center:
 - (a) Maintain a schedule for public operation and access to the Center on reasonable dates and times, as agreed to by the Parties;
 - (b) Distribute as promotional pieces at the Center pamphlets, handouts, and maps, provided by the City and based on the City's advertising, marketing, and solicitation campaign; and
 - (c) Establish and maintain a year-round internet wireless network (wi-fi) at the Center to assist tourists.
5. **Annual Budget.** On or about August 1st of the City's fiscal year, the Chamber shall submit for review by the City Council an annual budget with estimated HOT expenditures for the upcoming fiscal year. The budget shall be effective for the following fiscal year upon approval in writing by the City Council. The approved budget shall be attached to this Agreement as Attachment 1, and to be incorporated fully herein.
6. **Total Compensation.** The total amount to be remitted to the Chamber for services during the term of this Agreement shall be up to, and not to exceed, the total amount budgeted and approved in the annual HOT Budget. Regardless of the approved budget amount, the annual contract amount issued as compensation shall not exceed the total HOT revenue collected each fiscal year by the City. At no time shall the City's general revenue fund be used for HOT reimbursement payment.
7. **Payment for Services.** HOT funds by the City to the Chamber shall be issued as reimbursement on a quarterly basis as follows:
 - (a) The Chamber shall submit in its request for reimbursement a detailed quarterly report as outlined in Section 9 of this Agreement.
 - (b) Upon receipt of the quarterly report, the City shall remit a quarterly payment not to exceed one quarter of the annual budgeted amount, and not to exceed the City's HOT revenue collected for that quarter. Expense overages or underreported amounts shall be carried over to the subsequent quarter and applied appropriately.
 - (c) Payment shall issue within thirty (30) days following the first of each calendar quarter in January, April, July, and October.

8. Annual Reconciliation of Payments. At the end of the City's fiscal year, the City shall conduct a reconciliation of the quarterly payments against qualifying HOT expenditures. Expenditures found to be non-HOT related shall be discounted and shall be reimbursed by the Chamber to the City within sixty (60) calendar days following the City's fiscal year end.

9. Fiduciary Duty: Management of Funds. The Chamber acknowledges that pursuant to Section 351.101(c), as amended, it bears a fiduciary duty with respect to the HOT revenue received from the City. Accordingly, the Chamber shall conduct the following financial activities:

(a) Quarterly Reports. The Chamber shall submit a quarterly report to the City listing its qualifying HOT expenditures during that quarter, and those associated services and activities performed which relate to those expenditures. The report shall describe how the service or activity furthered the HOT objective of promoting tourism and the convention and hotel industry. Supporting documentation of each expenditure (e.g., sales receipts, invoices) shall be included in the report. Quarterly reports shall be due to the City on April 30th, July 31st, October 31st, and January 31st.

(b) Annual Report. The Chamber shall maintain accurate and separate financial records of the receipt and expenditure of the HOT funds. The Chamber shall submit to the City an annual report from a third-party reviewer accounting for the expenditure of the HOT funds for each fiscal year (October – September). The report shall be provided to the City by December 31st of each year. **REQUIRE ANNUAL AUDIT???**

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(c) Separate Accounts. The Chamber shall maintain HOT funds received from the City in a separate financial account established for that purpose. The Chamber may not commingle that revenue with any other money.

(d) Document Review. Upon request by the City Council, the Chamber shall make available for inspection and review the Chamber's records on the receipt and expenditure of HOT funds.

10. Term; Termination.

(a) Term. This Agreement shall be effective on April 1, 2023 and shall end on September 30th thereafter, unless terminated as provided for herein.

(b) Renewal. This Agreement shall automatically renew for one (1) additional year on October 1st of the City and the Chamber's fiscal year only upon approval of the Chamber's fiscal year budget. In the event the City Council disapproves the Chamber's fiscal year budget, this Agreement shall terminate on September 30th of the current fiscal year.

(c) Default. This Agreement may be terminated for failure by either Party to cure a default within thirty (30) calendar days of notice of the default from the other Party. Default shall consist of a breach of any term of this Agreement.

(d) **Termination.** This Agreement may be terminated by either Party for cause upon a thirty-day written notice to the other. For the City, termination for cause includes, but is not limited to, unlawful behavior or misconduct regarding HOT activities involving the Chamber or participants; misappropriation of HOT funds by the Chamber or individual member; failure, refusal, or neglect by the Chamber to perform the services under and in accordance with this Agreement; natural disaster or other Act of God impacting the City; or insufficient HOT revenue collection or under-collection of budgeted HOT revenue in the fiscal year. In the event of termination, the City shall compensate the Chamber only from available HOT revenue for qualifying expenses incurred up to the date of termination.

11. Insurance. Chamber, at its sole cost and expense, shall be responsible for Worker's Compensation, Fire, and Casualty Insurance on property used for the Center in or about the leased premises. Chamber, at its sole cost and expense, shall be responsible for Public Liability and Property Damage Insurance with respective limits of \$2,000,000 aggregate and \$1,000,000 per occurrence. All insurance policies required by Chamber shall be issued by insurance companies certified to do business by the State of Texas and shall include both Chamber and City as parties insured. Certificates of insurance shall be delivered to City within ten (10) days after the Execution Date. All policies must provide for twenty (20) days written notice to City prior to cancellation or any changes in coverage.

12. INDEMNIFICATION.

(A) CHAMBER AGREES TO INDEMNIFY AND HOLD CITY HARMLESS FOR ANY AND ALL LOSS, DAMAGE, AND EXPENSE OCCASIONED BY OR ARISING OUT OF CLAIMS FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY IN, UPON, OR ABOUT THE LEASED PREMISES CAUSED BY OR CONTRIBUTED TO BY THE WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF CHAMBER OR OF ANY PERSON ACTING ON CHAMBER'S BEHALF, AND TO DEFEND ON BEHALF OF CITY ANY SUIT BROUGHT AGAINST CITY FOR ANY SUCH LOSS OR INJURY AS A RESULT OF HOT ACTIVITIES PERFORMED BY THE CHAMBER.

(b) **Waiver of Subrogation.** Chamber and City each waive any and all right to recover, claim, action, or cause of action against the other, its agents, directors, officers, or employees, for any loss or damage to the premises, or any improvements thereto, or the building, or any personal property therein, by reason of fire, the elements, or any other cause which could be insured against under the terms of their policies, regardless of cause or origin, including negligence of the other Party, its agents, directors, officers, or employees, and covenants that no insurer shall hold any right of subrogation against such other party. All insurance policies shall include a subrogative endorsement.

(c) **Nothing contained in this Agreement shall be construed as a waiver of or relinquishment of governmental or sovereign immunity by the City. The indemnity provided herein shall survive termination and/or expiration of this Agreement.**

- 13. Independent Contractor.** The Chamber is an independent contractor and shall not be considered an employee, agent, or officer of the City. The City will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, including worker's compensation insurance, for the benefit of the Chamber. The City shall not be responsible for the day-to-day supervision of the Chamber, its officers, agents, or employees. This Agreement does not, nor is it intended to, create any partnership or joint venture between the Parties.
- 14. Notice.** A notice, authorization, or request in connection with this Agreement shall be in writing and deemed given (i) three days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day after being sent by overnight courier, charges prepaid; and addressed to the other Party.
- 15. No Assignment.** This Agreement may not be assigned or delegated without the prior written consent of the other Party. Any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement.
- 16. Controlling Law; Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue for any legal disputes shall be in Blanco County. In the event of litigation, each Party shall be responsible for his own legal costs and fees.
- 17. Severability.** The provisions of this Agreement are severable. If a court of competent jurisdiction finds that any provision of this Agreement is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.
- 18. Amendments.** This Agreement may be amended only in writing signed by the parties and subject to approval by the City Council.
- 19. Entire Agreement.** This Agreement, together with its Attachments, constitutes the final and entire Agreement between the Parties and contains all the terms and conditions agreed upon and shall supersede any and all prior written and oral agreements between the Parties.
- 20. Counterparts.** If this Agreement is executed in multiple counterparts, all counterparts taken together will constitute this Agreement.

Remainder of page intentionally left blank.

Signature Page[s] follow.

ATTACHMENT 1

**Johnson City Chamber of Commerce
Budget for Hotel Occupancy Tax Funds
for
Fiscal Year 2023 Ending September 30, 2023**

Approved by the City Council of the City of Johnson City

Date: _____