

THE STATE OF TEXAS §
 §
COUNTY OF BLANCO §

MEMORANDUM OF UNDERSTANDING

THIS **MEMORANDUM OF UNDERSTANDING** (MOU) IS MADE and entered into by and between the

Johnson City, Texas Chamber of Commerce,

hereinafter called the “Chamber”,

and the

City of Johnson City, Texas,

a Type A General Law Municipality and Municipal Corporation under the laws of the State of Texas, hereinafter called the “City.”

WITNESSETH:

WHEREAS, this Memorandum of Understanding constitutes a transition plan whereby the Chamber and the City mutually agree to transfer management and operation of the Johnson City Visitor Center from the Chamber to the City; and

WHEREAS, this Memorandum of Understanding shall be in effect until the National Park Service’s determination on the status of a lease agreement for the “Withers & Spauldings” building located at 100 E. Main St., Johnson City, Texas 78636, more particularly discussed under Article I, Subsection (5) below; and

WHEREAS, the Parties to this Memorandum of Understanding agree to implement and support a professional and cooperative working environment within the “Withers & Spauldings” building should the City sublet the building from the Chamber; and

WHEREAS, it is to the mutual benefit of the Chamber and the City to enter into and to effectuate the terms and conditions of this Memorandum of Understanding.

UNDERSTANDING

NOW, THEREFORE, the Chamber and City, in consideration of the mutual covenants and agreements herein contained, do hereby have a mutual understanding as follows:

ARTICLE I
COMMITMENTS MADE BY CHAMBER TO CITY

1. Execute this Memorandum of Understanding.
2. Agree to extend the Visitor Information Center Services Agreement and Hotel Occupancy Tax Funding Agreement dated April 1, 2023 through December 31, 2023.
3. Agree to terminate the Visitor Information Center Services Agreement and Hotel Occupancy Tax Funding Agreement dated April 1, 2023 on December 31, 2023.
4. Agree to cease management and operation of the Johnson City Visitor Center on December 31, 2023.
5. Agree to seek an updated lease agreement between the Chamber and the National Park Service for the "Withers & Spauldings" building that allows for the City to sublet a portion of that space for the continued management and operation of the Johnson City Visitor Center. In the event that the National Park Service decides to, instead, lease the building to the City, the Chamber agrees to support that decision.
6. Abandon any real or implied claim to ownership of any operation titled "Visitor Center" or "Visitor Information Center".

ARTICLE II
COMMITMENTS MADE BY CITY TO CHAMBER

1. Execute this Memorandum of Understanding.
2. Agree to extend and fund the Visitor Information Center Services Agreement and Hotel Occupancy Tax Funding Agreement dated April 1, 2023 through December 31, 2023.
3. In recognition that personnel amendments and/or allowances will need to be made by the Chamber in order to effectuate this Memorandum of Understanding, the City agrees to compensate the Chamber an additional Two Thousand Five Hundred Dollars (\$2,500.00) over and above the regular October – December 2023 quarterly hotel occupancy tax payment.
4. Agree to terminate the Visitor Information Center Services Agreement and Hotel Occupancy Tax Funding Agreement dated April 1, 2023 on December 31, 2023.
5. Agree to assume complete management and operation responsibilities of the Johnson City Visitor Center on January 1, 2024.
6. Agree to:
 - a. Execute a lease between the City and the National Park Service for the continued management and operation of the Johnson City Visitor Center located at 100 E. Main St., Johnson City, TX 78636 on or after January 1, 2024.; or
 - b. Execute a sublet lease agreement between the City and the Chamber for the continued management and operation of the Johnson City Visitor Center located at 100 E. Main St., Johnson City, TX 78636 on or after January 1, 2024.; or
 - c. Find a suitable location for the continued management and operation of the Johnson City Visitor Center on or after January 1, 2024.
7. Prior to the City's assumption of complete management and operation responsibilities of

the Johnson City Visitor Center on or after January 1, 2024, the City shall post open Visitor Center personnel positions in accordance with City policy. The Chamber shall have no further duties or obligations with regard to Visitor Center personnel hired by the City, and all Visitor Center personnel shall be employees of the City only.

ARTICLE III
NOTICES

All notices and communications under this MOU shall be mailed by First Class mail through the U.S. Postal Service or delivered to City at the following address:

City of Johnson City, Texas
303 E. Pecan Dr. (Physical)
P.O. Box 369 (Mailing)
Johnson City, Texas 78636

All notices and communications under this MOU shall be mailed by First Class mail through the U.S. Postal Service or delivered to the Chamber at the following address:

Johnson City, Texas Chamber of Commerce
P.O. Box 485
Johnson City, Texas 78636

ARTICLE IV
EFFECTIVE DATE

This Memorandum of Understanding becomes effective when fully executed by all parties.

ARTICLE V
MODIFICATIONS

This instrument contains the entire understanding between the City and the Chamber relating to the rights herein granted and the obligations herein assumed. Any modification concerning this instrument will be of no force or effect, except a subsequent modification in writing signed by all parties hereto.

IN TESTIMONY OF WHICH, this Memorandum of Understanding has been executed on October 3, 2023.

CHAMBER

CITY OF JOHNSON CITY

BY: _____
Aaron Humphrey, President

BY: _____
Stephanie Fisher, Mayor