

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 Youth Sports Association,

hereinafter called the “Association”,

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 an agreement whereby the Association and City mutually agree to allow the Association to utilize the Community Park Softball Field located at 620 N. Nugent Ave., Johnson City, Texas 78636 for tee ball practices, sporting events, and related purposes; and

WHEREAS, this Memorandum of Understanding shall be in effect until either the Association or City terminates this Memorandum of Understanding and provides written notice of termination to the other party; and

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

UNDERSTANDING

NOW, THEREFORE, the Association 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 ASSOCIATION TO CITY

- 1. Execute this Memorandum of Understanding.
- 2. Agree to provide a Certificate of Insurance for general liability insurance in an amount not less than \$1,000,000.00 naming the City as additional insured covering all

- Association event, tee ball practice, sporting event, and related activity dates and times.
3. Agree to provide a signed Indemnity and Hold Harmless Agreement in a form prescribed by the City indemnifying the City and its officers, employees, agents, and representatives against all claims of liability and causes of action resulting from injury or damage to persons or property arising out of Association events, tee ball practices, sporting events, and related activities.
 4. Agree to pay the City an annual refundable deposit in the amount indicated on the most-recently approved Municipal Fee Schedule.
 5. Agree to perform and be responsible for all clean-up originating from Association events, tee ball practices, sporting events, and related activities or be charged for any clean-up costs incurred by the City, pursuant to the most-recently approved Municipal Fee Schedule.
 6. Agree to assist the City, either monetarily or through volunteer labor and materials, in the maintenance of the Community Park Softball Field, including, but not limited to, lawn mowing, in-field dirt restoration and maintenance, fencing and dugouts, bases, and chalk markings. Should the Association fail to assist the City in said maintenance, the Association may be charged, pursuant to the most-recently approved Municipal Fee Schedule, for any maintenance costs incurred by the City and shall be subject to future deposit and rental fees contained within the most-recently approved Municipal Fee Schedule.

ARTICLE II
COMMITMENTS MADE BY CITY TO ASSOCIATION

1. Execute this Memorandum of Understanding.
2. Other than the annual refundable deposit fees notated in Article I hereof, agree to waive permitting requirements and rental fees.
3. Agree to hold Association harmless from trash or damages to property arising out of non-Association events, tee ball practices, sporting events, and related activities.
4. In accordance with the adopted Municipal Budget(s), agree to assist the Association in the maintenance of the Community Park Softball Field, including, but not limited to, lawn mowing, in-field dirt restoration and maintenance, fencing and dugouts, bases, and chalk markings.

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 Association at the following address:

Johnson City Youth Sports Association
P.O. Box 1131
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 Association 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 _____, 2024.

CHAMBER

CITY OF JOHNSON CITY

BY: _____
John Hernandez, President

BY: _____
Stephanie Fisher, Mayor