

**Memorandum of Agreement
Between Texas Parks and Wildlife Department
And Friends of the Lost Pines State Parks**

PREAMBLE

The Texas Parks and Wildlife Department ("Department") and the Friends of the Lost Pines State Parks ("Friends"), each entity acting by and through duly authorized officers, enter into the following MEMORANDUM OF AGREEMENT ("MOA").

WHEREAS, the Department is an agency of the State of Texas responsible for acquiring, maintaining and operating a system of public parks for the benefit of the people generally; and

WHEREAS, the Department, on behalf of the State of Texas, owns Bastrop and Buescher State Parks ("Parks"), which are operated by the State Parks Division and which are managed for the benefit of the people of Texas; and

WHEREAS, Friends is a nonprofit organization, Charter No. 01508125-01 Incorporated under the laws of the State of Texas to support the operations, maintenance and the educational programs thereof; and

WHEREAS, the main purpose of Friends is to assist the Parks' staffs in the conservation and presentation of the natural and cultural resources of the Parks, for the use and enjoyment of present and future generations by enlisting and coordinating the involvement of citizens and organizations wishing to assist the Parks.

THEREFORE:

I. PURPOSES OF THE AGREEMENT

Jointly, the Department and Friends understand their purposes to be:

- A. To interpret the natural and cultural resources of the Parks to the visiting public by providing special programs and informal contact with visitors.
- B. To assist the Parks' staffs in preserving and protecting the natural and cultural resources of the Parks through various resource management projects.
- C. To provide for the enjoyment and safety of visitors to the Parks.
- D. To develop fellowship and understanding among those serving the Parks.
- E. To foster continuing education and skill development among Parks staff and volunteers.
- F. To encourage membership in Friends to further stewardship of the Parks.

II. DEPARTMENT DESIGNEE

Under normal circumstances, the designee of the Department will be the Complex Manager of the Parks ("Department Designee"). The Department Designee will have full authority and responsibility for such matters of the type specifically referred to in this Agreement as capable of being performed by the Department Designee. In the event of differences of opinion that cannot be resolved by Friends and the Department Designee, either of the parties may appeal in writing through normal supervisory channels to the Department's Regional Director.

III. ORGANIZATIONAL REQUIREMENTS:

Friends represents and warrants that it meets the following requirements and will continue to do so during the entire term of this Agreement:

- A. That it is a duly incorporated nonprofit corporation in accordance with the Texas Non-Profit Corporation Act, and that it has obtained from the Internal Revenue Service a valid determination letter that it is an organization described in Section 501 (c) (3) of the Internal Revenue Code of 1954, as amended, and that it will carry out the fiscal, business, legal, and tax responsibilities of a nonprofit 501 (c) (3) corporation; and,
- B. That it will promptly notify the Department of any change in this status; and,
- C. That it will observe and comply with all rules, regulations and laws now in effect or which may be promulgated during the term of this Agreement by the Department or by any municipality, county, state, or federal authority having jurisdiction; and
- D. That it will conduct fund raising appeals and other activities to achieve goals as provided in Friends' adopted bylaws; and,
- E. That each new member of its Executive Committee will be provided with copies of this MOA, Friends' Articles of Incorporation, by-laws, standard operating procedure and other information describing the financial and operational status of the organization.

IV. FINANCIAL AND SOLICITATION ISSUES

Friends, represents and warrants that it, meets the following requirements and will continue to do so during the entire term of this Agreement:

- A. That Friends will solicit gifts of money, services, and objects for the Parks only for those projects with full agreement and approval from the Department and Friends' Executive Committee; and,
- B. That Friends will not engage in any activity for the private profit of any individual or organization; and,
- C. That funds received and expended by Friends from whatever source and whatever purposes shall be accounted for under a system of accounts and financial controls meeting accepted standards for non-profit charitable organizations; and,

- D. That, upon request, all records and reports of Friends', financial and otherwise, shall be made available to the Department Designee or others requesting such information.

V. RESPONSIBILITIES OF FRIENDS

Friends represents and agrees that it will do the following during the term of this agreement:

- A. With the Department Designee, conduct a prior annual review of facility development and/or programming projects that are proposed for the following year; and,
- B. Become familiar with the current Operational Plans of the Parks in order to ensure that projects proposed by Friends will be consistent with the Plans and the natural and/or historical setting of the Parks; and,
- C. Submit any material prepared for public distribution; including but not limited to individual promotional activities, brochures, or other forms of publicity or visual media, to the Department Designee for review and approval prior to its release; and,
- D. Submit any agreements Friends proposes to enter into with third parties in furtherance of its activities hereunder for approval by the Department Designee; and,
- E. Act in a supportive but autonomous manner. For example, the Department Designee may suggest activities for consideration by Friends but not instigate them; and,
- F. Obtain prior approval from the Department Designee for all activities and projects sponsored by Friends.

VI. RESPONSIBILITIES OF THE DEPARTMENT

The Department represents and agrees that it will do the following during the term of this agreement:

- A. Consider Friends as an integral part of the Parks; and,
- B. Provide information and training to Friends' volunteers as needed; although, neither the Department nor any member of its staff shall be considered responsible for recruiting volunteers for any activity developed by Friends; and,
- C. Solicit and consider the concerns and desires of Friends in decisions affecting the Parks' resources; and,
- D. Respect the lines of authority established by the by-laws of Friends; and,
- E. Assist, when requested and in a manner mutually agreed upon, with printing of a newsletter, brochures and other printed materials to be distributed by Friends; and,
- F. Recognize Friends as an authorized fund-raising organization for the benefit of the Parks; and,

- G. Provide to Friends a copy of the current Operational Plan of the Parks and any future amendments, changes or revisions; and,
- H. Return all printed materials submitted to the Department for approval within thirty days of receipt.

VII. NATURE OF AGREEMENT

Friends and the Department expressly acknowledge that this Agreement is in the nature of a license to Friends and that the control, management, direction, and policy over the Parks are not assigned in any way to Friends. Members of Friends will not be actively involved in personnel and management issues of the Parks.

VIII. INDEMNIFICATION AND INSURANCE

Friends will indemnify and hold harmless the Department from and against all losses, damages, expenses, claims, demands, suits, and actions by any party against the State of Texas in connection with the work performed or activities conducted by Friends relating to the Parks.

The Department will indemnify and hold harmless Friends and its Directors from and against all losses, damages, expenses, claims, demands, suits, and actions by any party against the State of Texas in connection with the work performed or activities conducted by the Department, including those for which Friends has provided funding.

IX. NON-ASSIGNABILITY

This Agreement or any part hereof or the administration or performance of any activity or service performed by Friends hereunder cannot be assigned or sublet, contracted away, or in any manner transferred without prior written consent and full approval by the Department.

X. NON-DISCRIMINATION

Friends will not discriminate in its employment practices against any individual because of race, color, religious creed, ancestry, age, sex, national origin, or disability.

Friends will comply with the requirements of the Texas Commission on Human Rights Act, Tex. Rev. Civ. Stat. Ann, Article 5221k as amended, and will not deny to any person because of his -or her race, color, sex, religious creed, ancestry, national origin, or handicap or disability any of the accommodations, advantages, facilities, or privileges of the premises or made available in connection with activities conducted on the premises.

Friends will comply with all other applicable provisions of the Texas Commission on Human Rights Act, Tex. Rev. Civ. State. Ann., Article 5221k as amended.

XI. TERMINATION

Either party will have the right to terminate this Agreement upon ninety (90) days written notice to the

other. Upon termination of this Agreement or upon dissolution of Friends' corporation, all assets of Friends raised for the benefit of the Parks or in connection with activities conducted on the premises will become the property of the Department, if so desired by the Department, without consideration therefore. The Department agrees that any such assets will be used exclusively for the development of the Parks identified herein.

XII. NOTIFICATION AND COMMUNICATION

Written communication shall be addressed as follows:

If to the Parks:

Bastrop State Park
Attn: Complex Manager
P.O. Box 518
Bastrop, TX 78602

If to Friends:

Friends of the Lost Pines State Parks
Attn: President
P.O. Box 1714
Bastrop, TX. 78602

XIII. INTEGRATION

This Agreement sets forth the entire agreement and understanding among the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings not specifically set forth herein. This Agreement may not be modified or changed other than by an agreement in writing executed by all of the parties hereto.

XIV. CONSENT TO BREACH NOT WAIVER

No term or provision of this Agreement will be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by an authorized representative of the Department. Any consent by the State to or waiver of a breach by Friends, whether express or implied, will not constitute a consent to or waiver of or excuse for any other different or subsequent breach

This Agreement takes effect the first day of September, 2006 and expires on the last day of August, 2011.

IN WITNESS THEREOF, the duly authorized representatives of all parties hereunto set their hand and seals

ATTEST:

Friends of the Lost Pines State Parks

By: _____

President

ATTEST:

State of Texas; Texas Parks & Wildlife

By: _____

Complex Manager

By: _____

Regional Director

By: _____

State Parks Division Director