

MEMORANDUM OF UNDERSTANDING

Between City of Pflugerville and Pflugerville Parks Foundation

This MEMORANDUM OF UNDERSTANDING ("MOU") is established and entered into by City of Pflugerville ("Pflugerville") for the benefit of the Parks and Recreation Department ("PARD") and the Pflugerville Parks Foundation ("PfPF")

RECITALS

1. PfPF is a Texas nonprofit corporation, the purpose of which is to work with the community and PARD to create, plan and fund improvements and activities in Pflugerville parks and enhance the quality of life for the residents of Pflugerville.
2. PfPF solicits and receives gifts, grants, devises, or bequests of real or personal property from public or private sources, in order to carry out its purpose.
3. PfPF is an independent nonprofit organization under Section 501(c)(3) of the Internal Revenue Code which qualifies for the charitable contribution deduction under Section 170(b)(1)(A).
4. Pflugerville owns and operates a wide array of parks and facilities and operates many recreation programs to meet the recreation needs of the community through its PARD.
5. Pflugerville, through its PARD, has determined the public interest would be best served by entering into an MOU with the PfPF to authorize the use of the name of Pflugerville and to work with PfPF for the solicitation of gifts, grants, devises or bequests of real or personal property, from public or private sources.
6. Pflugerville and PfPF share an interest in supporting Pflugerville parks and in facilitating the identification, funding and completion of community-generated Parks projects.
7. Pflugerville and PfPF desire to enter into this MOU establishing PfPF as an official fundraising partner for Pflugerville parks and formalizing the framework for cooperation between Pflugerville and PfPF and the roles each will have.

NOW, THEREFORE, the Parties have reached the following understanding:

1. MOU Purpose.

The purpose of this MOU is to formally establish PFPF as an official nonprofit fundraising partner as it relates to the Pflugerville parks, facilities and recreation programs and to set forth the roles and responsibilities of Pflugerville, PARD, and PFPF.

2. Relationship of Parties.

- A. PFPF shall be an official nonprofit fundraising partner as it relates to the Pflugerville parks, facilities and recreation programs. PFPF shall work with Pflugerville, specifically the Director of PARD, to identify parks, facilities, events and recreation program improvements ("Projects") targeted for fundraising efforts. PFPF shall be authorized to use the name of Pflugerville and the Pflugerville official website for the solicitation of gifts, grants, devises or bequests of real or personal property ("Donations"), from public or private sources for designated Projects.
- B. PFPF is a legal entity separate from Pflugerville and no partnership, agency, or other legal relationship other than that described in this MOU is created by this MOU. PFPF shall retain sole authority over its own operations and may make its own decisions about whether it wishes to participate in a designated Project, either by raising or donating funds in support of a designated Project.
- C. Pflugerville is the owner and the operator of the Pflugerville parks and facilities upon which a substantial portion of the funds raised by PFPF would be expended. Pflugerville also operates recreation programs in its own facilities for which the PFPF may raise and expend funds.
- D. Pflugerville shall retain sole authority over Project approval and may make its own decisions, through the Director of PARD, about whether to support a PFPF initiative by approving a Project. The Director will evaluate proposed Projects for consistency with the PARD Masterplan, budget priorities, and strategic objectives of the PARD. Pflugerville will operate, own, manage, and maintain any Projects and associated facilities for the useful life of the Project facilities.

3. Reporting.

- A. PfPF shall make reports available to PARD and Pflugerville annually by September 30, as to all expenditures and fiscal accounting for Donations.
- B. PfPF and Pflugerville will meet annually to discuss matters pertaining to this MOU.

4. Term.

This MOU shall remain effective until either Party, with at least 30 days advance written notice, declares its intention to terminate this MOU, in which case this MOU will terminate on the stated date.

5. Legal Relations.

This MOU is solely for the benefit of the Parties and creates no right, duty, privilege, or cause of action in any other person or entity. No joint venture or partnership is formed as a result of this MOU. No employees or agents of one Party or its contractors or subcontractors shall be deemed to be employees, agents, contractors or subcontractors of the other Party.

6. Counterparts.

This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same instrument.

THE PARTIES execute this MOU effective as of the last date written below.

PFLUGERVILLE PARKS FOUNDATION

By: _____
Its: _____

Date

PARKS AND RECREATION DEPARTMENT

By: _____
Its: _____

Date

CITY OF PFLUGERVILLE

By: _____
Its: _____

Date