

MEMORANDUM OF AGREEMENT

PREAMBLE

The Texas Parks and Wildlife Department (hereinafter referred to as the "Department") and the Friends of Guadalupe River/Honey Creek, Inc (association) (hereinafter referred to as the "Friends"), each entity acting by and through duly authorized officers, enter into the following MEMORANDUM OF AGREEMENT (the "Agreement").

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

WHEREAS, the Department, on behalf of the State of Texas, owns Guadalupe River State Park and Honey Creek State Natural Area (hereinafter referred to as the "Park"), which is operated by the State Parks Division and managed for the benefit of the people of Texas; and

WHEREAS, the Friends is a nonprofit organization incorporated under the laws of the State of Texas to support the operations, maintenance; and the educational programs thereof; and

WHEREAS, the objectives of the Friends include assisting with the programs and projects of the Park and raising funds to support the Park, and the role of the Friends includes the normal business and social activities of such an organization in the raising of its funds.

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

I. PURPOSES OF THE AGREEMENT

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

- A. To interpret the natural and cultural resources of the Park to the visiting public.
- B. To preserve and protect the natural and cultural resources of the Park.
- C. To provide for the enjoyment and safety of visitors.

II. ORGANIZATIONAL REQUIREMENTS

The Friends agrees that it will use its best efforts, in good faith to observe and comply with 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 1986, as amended, and that it will carry out the fiscal, business, legal, and tax responsibilities of a nonprofit 501(c) (3) corporation.
- B. That it will promptly notify the Department of any change in its legal or tax exempt status under Subsection A.

C. That it will comply with all applicable rules, regulations and laws now in effect including, but not limited to those promulgated by any municipality, county, state or federal authority as well as Department guidelines for nonprofit partners currently existing or which may be promulgated by the Department during the term of this Agreement.

D. That, from time to time, at its discretion, it will conduct fundraising appeals and other activities for and on behalf of the Friends.

E. That each new member of the Friends' Board of Directors will be given a notebook with copies of this Agreement, the Friends' Articles of Incorporation, By-Laws, the Friends' most recent financial statements, a copy of or link to the Department's Land and Water Resources Conservation and Recreation Plan and information for nonprofit organizations as may be promulgated by the Department.

F. That the Friends will notify the Department Designee (hereafter defined) of all meetings of the Friends, its general membership, managing board, and committees at least three (3) days in advance (either by letter, email, or phone call) so that the Department Designee has ample opportunity to attend. The Department Designee shall also receive copies of the Articles of Incorporation and Bylaws of the Organization and any amendments to these documents.

III. FINANCIAL AND SOLICITATION ISSUES

The Friends represents and warrants that it will meet the following requirements during the entire term of this Agreement:

A. The Friends may, from time to time, at its discretion, solicit gifts of money, property and services to (a) provide additional funds and support for operations and maintenance at the Park; (b) enhance Department programs at the park for operations and maintenance; or (c) facilitate special projects with written approval from the Department and Friends' Board of Directors.

B. That the Friends will contribute all net profits or income as may be derived from its activities at or in the name of the Park for the benefit of the Department for the purposes authorized in and in the manner prescribed in this Agreement and the Friends' Bylaws.

C. That the Friends will not engage in any activity for the private profit of any individual or organization.

D. That funds received and expended by the Friends from whatever source and whatever purposes shall be accounted for under a system of accounts and financial controls meeting accepted professional standards for non-profit charitable organizations.

E. That all such records, reports, and files will be retained for a period of five (5) years.

F. That upon termination of this Agreement, copies of all such records, reports, and files will be furnished to the Department. The Friends recognizes that such records, reports and files may become subject to the Public Information Act once furnished to the Department.

IV. RESPONSIBILITIES OF THE FRIENDS

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

A. That by October 1 of each year the Friends and the Department designee will jointly prepare a list of facility development and/or programming projects that it proposes to support in the following year.

B. Become familiar with the current Operational Plan and Interpretive Plan of the Park and ensure that projects proposed by the Friends will be consistent with the plan as of the effective date of this Memorandum of Agreement and the natural and/or historical setting of the park.

C. To submit all materials prepared for public distribution; including but not limited to individual promotional activities, brochures, or any other form of publicity or visual media, to the Department designee for formal review and written approval prior to its release.

D. The Friends agrees to require third parties with whom the Friends enters into business agreements to abide by the applicable terms set forth in this Agreement.

E. If the Friends desires to use Park facilities for concessionaire or other related commercial purposes, whether pursuant to a Project Agreement or a non-Park Activity, the Friends agrees to enter into a separate concessionaire contract with the Department, subject to all applicable Department rules and regulations.

F. Submit an Annual Report to the Department that includes the following information:

- Names, titles and mailing addresses of the Friends' officers and board members;
- Approximate number of members of the Friends, if the Friends has members;
- Description of donations by the Friends to the Park, or property acquired for eventual donation to the Park, during the previous year, including cash, property, materials and services, and showing percent of income used for administration;
- A list of any special events conducted by the Friends during the year; and
- The Friends' most recent completed IRS Form 990.

G. Submit the Annual Report to the Department Designee no later than March 1st of each year unless extended with the approval of the Department Designee. The IRS Form 990 shall be provided no later than May 15th of each year.

H. Accomplish all Project Agreements in compliance with the rules governing the

relationship between Department and nonprofit organizations, attached and incorporated herein for all purposes as Appendix A, and any subsequently enacted or revised rules. The Department reserves the right to amend said rules or adopt additional rules governing the relationship between the Department and the Friends, as it deems necessary.

I. Deliver to the Department Designee copies of all Friends meeting notes, announcements, and minutes, and keep the Park manager informed of all Friends activities.

V. RESPONSIBILITIES OF THE DEPARTMENT

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

A. Recognize the Friends as an authorized fundraising organization for the benefit of the Park when a solicitation is made pursuant to a Project Agreement.

B. Keep the Friends informed of, and provide copies of, all current and future rules, regulations and laws, as well as Department guidelines for non-profit parties, which are applicable to the Friends.

C. Provide to the Friends all written policies, operational plans, budgets, and interpretive and master plans prepared by the Department relating to the Park, and keep the Friends apprised of revisions thereto.

D. Recognize that any Department employee designated by the Department Designee to assist the Friends in its activities related to the Park will be within the scope of that employee's duties, provided that nothing herein shall entitle the Friends to utilize the services of a Department employee without the prior consent of the Department Designee, and nothing herein shall entitle a Department employee to provide services for any of the Friends' activities without the prior consent of the Department Designee.

E. Promote membership and support for the Friends at Park facilities operated by the Department, and through the Department's website and public relations office.

F. Return all materials submitted pursuant to Part IV.C. hereof no later than thirty (30) days after receipt.

VI. NATURE OF AGREEMENT

The Friends and the Department expressly acknowledge that nothing in this Agreement is intended or should be construed to assign any control, management, direction, or policy influence over the Park or the Department to the Friends. The Friends and the Department further acknowledge that the Friends is not the exclusive authorized fundraising organization for the Park, and the Department may enter into other agreements with, and continue existing agreements with organizations to raise funds for and on behalf of the Park; provided, however,

the Department will not recognize another nonprofit partner that uses the Friends name. Furthermore, the Friends may, at its discretion, decline to solicit funding for a facility development and/or programming project or any other Park related matter, requested by the Department if the Friends' Board of Directors determines that such request is not within the scope of its Articles of Incorporation or Bylaws or the Friends is otherwise incapable of supporting or unwilling to support such development or project.

VII. GENERAL

A. All financial obligations of the Department hereunder are subject to the availability of funds and to such direction and instructions as may have been or are hereafter provided by the State Legislature.

B. The parties shall work together to resolve any disputes relating to this Agreement, and if any disputes are not resolved the parties agree that all disputes will be resolved through dispute resolution provisions in Texas Government Code, Chapter 2260.

C. The terms of this Agreement shall be construed in accordance with the laws of the State of Texas and the parties agree that venue will be in Travis County, Texas.

D. No joint venture, partnership or agency exists or shall be implied between the Friends and the Department by the terms of this Agreement.

VIII. DEPARTMENT DESIGNEE

The term "Department Designee" as used in this Agreement shall mean the duly appointed manager of the Park. In the event there is no duly appointed Park manager, the Department Designee shall be the duly appointed acting Park manager, and in the absence of a duly appointed Park manager and acting Park manager, the Department's Regional Director for the region that includes the Park. The Department Designee may delegate some or all responsibilities of this role to a Park staff member. The Department Designee shall be the designee of the Department's Executive Director and shall have full authority and responsibility for such matters as are specifically referred to in this Agreement as capable of being performed by the Executive Director.

IX. NON-ASSIGNABILITY

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

X. NON-DISCRIMINATION

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

The Friends will comply with the requirements of Chapter 21 of the Tex. Labor Code to the

extent applicable, 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 at the Park.

XI. TERMINATION

Each party shall have the right, without limitation, to terminate this Agreement upon thirty (30) days written notice to the other party. If changes in state law or Department policy render it necessary, the Department may terminate this Agreement with ten (10) days written notice to the Friends. Upon termination of this Agreement or upon dissolution of the Friends' corporation, unless otherwise agreed, all assets of the Friends solicited and received for the benefit of the Park pursuant to all Project Agreements which were intended to be delivered to the Department or a concessionaire agreement at the Park (but not otherwise), but which have not been delivered to the Department, will become the property of the Department, if so desired by the Department, without consideration therefor. Upon termination of an outstanding Project Agreement that is not accompanied by a termination of this Agreement, unless otherwise agreed, all assets solicited and received pursuant to the Project Agreement which have not already been delivered to the Department will become property of the Department, if so desired by the Department, without consideration therefor. Any funds received by the Department as a consequence of the termination of this Agreement or of a Project Agreement will be deposited in the Department's account and will be used exclusively for the development of the Park.

XII. NOTIFICATION AND COMMUNICATION

All notices and written communications shall be addressed as follows:
If to the Park:

Superintendent, Guadalupe River State Park & Honey Creek State Natural Area
3350 Park Road 31
Spring Branch, TX 78070

If to the Friends:

Attn: President of the Friends of Guadalupe River State Park and Honey Creek
3350 Park Road 31
Spring Branch, TX 78070

The Friends and the Park may change the place of communication by written notification to the other party hereto. All notices and submissions of materials and information required by the Agreement may be delivered by email or regular mail.

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 the Friends, whether express or implied, will not constitute a consent to or waiver of or excuse for any other different or subsequent breach.

XV. TERM OF AGREEMENT

This Agreement takes effect upon signing and expires on January 31, 2022.

ATTEST:



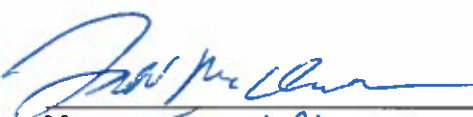
Dave Kibler
President

ATTEST:

STATE OF TEXAS
TEXAS PARKS AND WILDLIFE DEPARTMENT



Barrett Durst
Park Superintendent



Name TODD McCLANAHAN
Regional Director



Name
Director, State Parks Division

Appendix A

Subject to state law, regulations and policies, and any changes that may occur in such state laws, regulations and policies, all nonprofit partners of the Department as defined in Parks and Wildlife Code, §11.201, shall comply with the following requirements as set forth in the Texas Administrative Code. The most current version of these rules may be found at:

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=5&ti=31&pt=2&ch=51&sch=G&rl=Y](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=5&ti=31&pt=2&ch=51&sch=G&rl=Y)

Texas Administrative Code

[Next Rule>>](#)

TITLE 31 NATURAL RESOURCES AND CONSERVATION

PART 2 TEXAS PARKS AND WILDLIFE DEPARTMENT

CHAPTER 51 EXECUTIVE

SUBCHAPTER G NONPROFIT ORGANIZATIONS

RULE §51.161 Definitions

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise.

(1) Closely related nonprofit partner (CRNP)--A nonprofit partner that exists primarily for the purpose of a specific department property, facility, or program. Closely related nonprofit partners include, but are not limited to, friends groups associated with a specific department facility.

(2) Commission--The Texas Parks and Wildlife Commission.

(3) Department--Texas Parks and Wildlife Department.

(4) Donor--A person who makes a contribution to the department for which there is no consideration or expectation of consideration in return.

(5) Director--Executive director of the department.

(6) General nonprofit partner (GNP)--A nonprofit partner that is neither a closely-related nonprofit partner nor the official nonprofit partner.

(7) Gift--A donation of money or property other than volunteer time for which there is no consideration or expectation of consideration in return.

(8) Improvement--A permanent addition to real property which is in the nature of a fixture.

(9) IRS 990--United States Internal Revenue Service Form 990, Return of Organization Exempt from Tax.

(10) In-kind donation--A non-cash donation, such as services, personal property or real property.

(11) Local sponsorship--A campaign to raise funds in support of a department program that is intended to benefit a single department facility.

(12) Nonprofit entity--An incorporated entity that is exempt from federal taxation under §501(c) of the Internal Revenue Code of 1986 (Title 26, United States Code).

(13) Nonprofit partner (NP)--A nonprofit entity as defined by Parks and Wildlife Code, §11.201(1) that has been designated by the commission as a nonprofit partner of the department pursuant to Texas Parks and Wildlife Code, §11.202. "Nonprofit partners" include general

nonprofit partners, closely-related nonprofit partners and the official nonprofit partner.

(14) Official nonprofit partner (ONP)--An entity designated as the official nonprofit partner of the department by the commission in accordance with Parks and Wildlife Code, §11.205.

(15) Program--An activity, event or project undertaken by a nonprofit partner for the benefit of the department.

(16) Regional director--A department manager who reports directly to a department division director and is responsible for the management of the portion of a division covering a defined geographic area of the state.

(17) Sponsor--A person, corporation, company, or other organization that provides funds in support of a specific department project, program or event.

(18) Sponsorship--The payment of money, transfer of property, or performance of services by a person, corporation, company, or other organization with respect to which there is no arrangement or expectation of any substantial return benefit other than recognition or a non-substantial benefit.

(19) Statewide sponsorship--A sponsorship or campaign to raise funds in support of a department program that is intended to benefit more than a single department facility or is intended to reach the majority of the population of the state.

RULE §51.162 Criteria and General Requirements

(a) All NPs must meet the requirements and criteria of this subsection.

(1) In order to be considered a NP of the department, the nonprofit organization must be designated by the commission voting in a public meeting. The commission will designate an ONP, as necessary.

(2) In order to maintain a current list of all nonprofit entities associated with the department, the commission will seek to designate as a GNP all non-profit partners, other than CRNPs and the ONP, that have an agreement of any kind with the department, have a representative serving on a department or commission advisory committee, or otherwise have a relationship with the department.

(3) The commission may remove a nonprofit partner from the NP list.

(4) All NPs must carry out the fiscal, business, legal, and tax responsibilities of a nonprofit entity as required by state and federal law.

(5) All NPs must have obtained from the Internal Revenue Service a valid determination letter that it is an organization described in §501(c) of the Internal Revenue Code of 1986 (Title 26, United States Code), as amended. Such a letter must be obtained no later than 180 days after being designated by the commission as a NP.

(6) All NPs' work with the department must be consistent with the department's mission and goals.

(7) Upon dissolution, a NP may be required to dispose of funds raised for the benefit of the department in a way that will benefit the department, in accordance with applicable law.

(b) In addition to the requirements and criteria stated in subsection (a) of this section, CRNPs and the ONP must comply with the requirements and criteria of this subsection.

(1) CRNPs and the ONP must be incorporated in accordance with the Texas Nonprofit Corporation Act (Business Organizations Code, Chapter 22).

(2) Within 60 days of its designation as a nonprofit partner, each CRNP and the ONP must

enter into an agreement with the department detailing the responsibilities and duties of the nonprofit partner and the department. Each CRNP and the ONP must maintain such an agreement with the department for as long as the entity is designated as a CRNP or the ONP. The agreement may also address the obligations of a CRNP or the ONP upon termination of the relationship with between the CRNP or ONP and the department, including termination resulting from the dissolution of the CRNP or the ONP.

(3) CRNPs and the ONP must promptly notify the department of any change in its legal or tax-exempt status.

RULE §51.163 Best Practices (General)

(a) All NPs must comply with the general best practices prescribed in this subsection.

(1) NPs shall not hold or obligate department funds.

(2) NPs shall comply with all applicable rules, regulations, and laws, including all applicable laws regarding discrimination based on race, color, national origin, sex, age, and disability.

(3) NPs shall not use or authorize the use of department intellectual property, including trademarks, logos, name, or seal, without the express written agreement of the department.

(4) NPs shall not employ a department employee in a paid position or otherwise provide compensation or a direct personal benefit to a department employee. Provided, however, unless otherwise prohibited by law, benefits authorized by Penal Code, Chapter 36, are not prohibited by this subsection.

(5) NPs may use equipment, facilities, or services of employees of the department only in accordance with a written agreement that provides for the payment of adequate compensation and/or identifies the benefit to the department for such use. Notwithstanding this subsection, a NP may use department facilities to the same extent and for the same fee as members of the public.

(b) In addition to subsection (a) of this section, CRNPs and the ONP must comply with the general best practices prescribed in this subsection.

(1) CRNPs and the ONP shall conduct business in a way that will ensure public access and transparency. As used in this subsection, "transparency" shall mean that the CRNP's and ONP's business practices and internal processes are conducted in a way that is open, clear, measurable, and verifiable.

(2) CRNPs and the ONP shall file with the department and make available to the public an annual report that includes a list of the primary activities undertaken during the previous year, a summary of significant achievements and challenges over the previous year, and other information requested by the department.

(3) Regardless of whether a CRNP or the ONP is required to file an IRS 990 with the Internal Revenue Service, each CRNP and the ONP must complete and file an IRS 990 with the department each year, regardless of income, and must make the IRS 990 available to the general public, upon request.

(4) CRNPs and the ONP shall file with the department its articles of incorporation, by-laws, and most recent financial statements, and any updates to these documents and shall make these documents available to the public, upon request.

(5) CRNPs and the ONP shall not engage in activities that would require it or a person acting on its behalf to register as a lobbyist under Texas law, Texas Government Code, Chapter 305.

However, this subsection is not intended to restrict CRNPs and the ONP from providing information to the legislature or to other elected or appointed officials.

(6) CRNPs and the ONP shall not donate funds to a political campaign or endorse a political candidate.

(7) CRNPs and the ONP shall notify the department of all meetings and allow a department representative to attend all meetings, including, but not limited to, meetings of its general membership, managing board, and committees. Meeting notices must be provided to the department sufficiently in advance of the meeting so that the department representative has ample opportunity to attend. Such notice may be provided by letter, email, or telephone. A CRNP should also notify other CRNPs associated with the property, facility, or program of all meetings and allow a representative to attend.

(c) In addition to subsections (a) and (b) of this section, the ONP must comply with the general best practices prescribed in this subsection.

(1) The ONP must have an annual audit by an independent accounting firm and shall make the results of that audit available to the department.

(2) The ONP must maintain an adequate directors and officers liability insurance policy.

RULE §51.164 Best Practices (Officers and Directors)

(a) All officers and directors of NPs must receive a copy of or a link to the department's Land and Water Resources Conservation and Recreation Plan.

(b) In addition to subsection (a) of this section, CRNPs and the ONP must comply with the best practices regarding officers and directors as prescribed in this section.

(1) CRNPs and the ONP must adopt and maintain a conflict of interest policy, which includes safeguards to prevent board members or their families from benefiting financially from any business decision of the CRNP or the ONP.

(2) CRNPs and the ONP shall ensure that any compensation paid to executives or managers is reasonable.

(3) CRNPs and the ONP shall not elect or designate or otherwise select a department employee as an officer or director, other than as a non-voting uncompensated representative of the department.

(4) CRNPs and the ONP shall hold regular meetings of its Board of Directors.

(5) CRNPs and the ONP shall ensure that each board member and/or director is fully informed of activities and shall provide the following information to new board members:

- (A) articles of incorporation and by-laws;
- (B) most recent financial statements;
- (C) department rules on NPs and sponsorship; and
- (D) current agreements with the department.

RULE §51.165 Best Practices (Fundraising)

(a) All NPs must comply with the requirements of this subsection regarding fundraising.

(1) NPs may conduct fundraising to provide additional funds for department operations, to

enhance department programs, to provide long-term endowments for department programs, to facilitate special projects, or otherwise support the department in carrying out its mission, but only as agreed in writing by the department in advance.

(2) NPs may undertake programs for the benefit of the department, so long as such programs are related to and supportive of the department's mission and are agreed to in writing by the department in advance. A single agreement may cover multiple programs.

(3) NPs shall decline donations that require actions, including recognition, by the department for which the department has not given prior written consent.

(4) Funds accepted by a NP on behalf of or for the benefit of the department are to be managed as a reasonably prudent person would manage funds if acting on his or her own behalf and such funds are to be accounted for according to Generally Accepted Accounting Principles (GAAP).

(b) In addition to subsection (a) of this section, CRNPs must comply with the provisions of this subsection.

(1) All projects undertaken for the department by a CRNP must be related to and supportive of the facility, property, or program with which the CRNP is associated or must further the CRNP's mission related to the facility, property or program.

(2) All donations to the CRNP must benefit the facility, property, or program with which the CRNP is associated or must further the CRNPs mission related to the facility, property, or program.

(3) For purposes of this subsection, a donation for the purpose of defraying the CRNP's operating costs furthers the CRNP's mission related to the facility, property, or program.

(c) In addition to subsections (a) and (b) of this section, CRNPs and the ONP shall adopt financial procedures that govern acceptance of and access to funds raised for the benefit of the department.

(d) Nothing in this subchapter shall limit the ability of a NP to make an unrestricted cash donation to the department. Such a donation may be for a specific purpose or program.

(e) NPs, CRNPs and the ONP may work together towards a common fundraising goal for the benefit of the department, consistent with the requirements of this subchapter.

RULE §51.166 Best Practices (Sponsorship)

(a) NPs may solicit and accept sponsorships for department programs, so long as the NP complies with the provisions of this subsection.

(1) All sponsorships of department programs and the level of sponsorship recognition provided by the department must have prior written approval of the department as set forth in this paragraph.

(A) A statewide sponsorship and the associated sponsorship recognition must have prior written approval by the director.

(B) A local sponsorship and the associated sponsorship recognition must have prior written approval by the regional director whose area of responsibility includes the facility, property or program to be supported by the local sponsorship.

(2) NPs shall not solicit or accept a sponsorship in support of a department program from:

(A) a person or entity that has been determined by the department to conflict with either the department's mission or legislative mandates;

(B) a person or entity that holds a commercial license issued by the department to the extent

that the department is prohibited from accepting funds from such a person or entity under Parks and Wildlife Code, §11.026; or

(C) a person or entity that is in litigation with the department at the time of consideration.

(3) Sponsor recognition shall be limited as prescribed in this paragraph.

(A) Sponsor recognition shall be solely in the context of the department program that the sponsor has supported with a financial or in-kind contribution.

(B) Sponsor recognition shall be permitted only when the financial or in-kind contribution is greater than the costs associated with providing sponsor recognition.

(C) Sponsor recognition shall not include signage of any kind on state-owned motor vehicles or trailers that were purchased or are maintained with department funds.

(D) Sponsor recognition shall not overshadow the project, the purposes of the project, or the mission of the department or result in the role of the department being less prominent than that of the sponsor.

(4) In determining the level of sponsorship recognition to provide, the department will consider:

(A) the level of contribution as a percentage of the total funding required to execute or produce the program, event, or material;

(B) the level of contribution as a percentage of total sponsorship dollars received;

(C) the scope of exposure (e.g. statewide, regional, local, or a single location); and

(D) the duration of exposure (e.g. one day, one month or one year).

(5) Sponsorship recognition may not promote the sponsor's products, services, or facilities. This subsection does not prohibit the broadcast or display of the sponsor's logo or name and a reference to the sponsor's location.

(6) No officer or employee of the department shall act as the agent for any NP or donor in negotiating the terms or conditions of any agreement relating to the provision of funds, services, or property to the department by the NP or donor.

(b) Nothing in this subchapter shall limit the ability of a NP to make an unrestricted cash donation to the department when no sponsorship recognition is provided. Such a donation may be for a specific purpose or program.

