

**MEMORANDUM OF UNDERSTANDING
FOR ORLP MATCH CONTRIBUTION
BETWEEN WEBB COUNTY AND CITY OF LAREDO.**

This Memorandum of Understanding (“MOU”) is entered into on this ___ day of _____, 2026, by and between **Webb County, Texas** (“County”) and **City of Laredo, Texas** (“Partner”), collectively referred to as the “Parties.”

1. PURPOSE

The purpose of this MOU is to establish the roles, responsibilities, and financial commitments of the Parties in providing the required non-federal match for the **Outdoor Recreation Legacy Partnership (ORLP)** funded project titled **Zacate Creek Green District Corridor** (the “Project”).

2. FUNDING OVERVIEW

The Project is funded in part through the **Outdoor Recreation Legacy Partnership (ORLP) Program**, administered by the National Park Service under the Land and Water Conservation Fund (LWCF).

- (a) ORLP funds require a minimum 1:1 non-federal match.
- (b) All match contributions must be eligible, allowable, and properly documented in accordance with 2 CFR Part 200 and LWCF/ORLP guidelines.

3. PROJECT DESCRIPTION

The Project includes:

The City of Laredo will renovate and develop +/- 22-acre Zacate Creek. The grant scope may include park entrance, trails, paths, trail-head, parking area, visitor center with restrooms, bike and kayak rental station, pedestrian bridge, benches, water fountains, barbecues, tables, bike repair stations, community garden, kayak launch pad, platforms and amenities for birding and vista establishment, wayfinding, low water crossing, playscapes, landscaping, irrigation, and amphitheater renovations.

4. TERM

This MOU shall be effective upon execution and remain in effect through project completion and final closeout, unless terminated in accordance with this agreement.

(a) Period of Performance: Through October 1, 2029.

5. MATCH CONTRIBUTIONS

Total Project Cost: \$7,599,992.00

Federal ORLP Share: \$3,799,996.00

Required Non-Federal Match: \$3,799,996.00

County Contribution:

The County agrees to provide \$2,000,000.00 toward the required match in the form of:

Cash

(b) Fiscal Year 2027: \$667,000.00

(c) Fiscal Year 2028: \$667,000.00

(d) Fiscal Year 2029: \$666,000.00

Donated land value

In-kind services

Partner Contribution:

The Partner agrees to provide \$1,799,996 toward the required match in the form of:

Cash

Donated land value

In-kind services (labor, materials, etc.)

6. MATCH REQUIREMENTS AND DOCUMENTATION

The Parties agree that:

- (a) All match contributions must be non-federal in origin unless expressly authorized.
- (b) Match must be necessary, reasonable, and allocable to the Project.
- (c) In-kind contributions must be properly valued and documented (e.g., timesheets, invoices, fair market value).
- (d) No match contribution may be counted toward more than one federally funded project.
- (e) Documentation must be maintained for audit purposes in accordance with federal requirements.

7. ROLES AND RESPONSIBILITIES

County Responsibilities:

- (a) Provide agreed-upon match funding or services
- (b) Support compliance with ORLP and LWCF requirements

Partner Responsibilities:

- (a) Serve as Sub-recipient
- (b) Ensure project execution in compliance with ORLP requirements
- (c) Maintain all financial records and supporting documentation
- (d) Submit reports required by the State and National Park Service

8. FEDERAL COMPLIANCE

Both Parties agree to comply with all applicable federal requirements, including but not limited to:

- (a) Land and Water Conservation Fund (LWCF) Act (54 U.S.C. 200301 et seq.)
- (b) 2 CFR Part 200 (Uniform Administrative Requirements)
- (c) Civil rights, nondiscrimination, and accessibility requirements
- (d) Environmental and historic preservation compliance

9. LWCF SECTION 6(f) REQUIREMENTS

The Parties acknowledge that lands improved or acquired with ORLP funds will be subject to **LWCF Section 6(f)(3)** provisions, requiring that the property:

- (a) Be used for public outdoor recreation in perpetuity
- (b) Not be converted to non-recreational use without prior approval from the National Park Service and replacement of equivalent value

10. RECORDKEEPING AND AUDIT

All records related to match contributions and expenditures shall be retained for at least three (3) years after final closeout, or longer if required by audit findings.

11. AMENDMENTS

This MOU may be amended only by written agreement signed by both Parties.

12. TERMINATION

Either Party may terminate this MOU with ___ days written notice; however, all federal obligations and match commitments incurred prior to termination must be fulfilled.

13. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first written above.

Webb County, Texas

By: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

Date: _____

City of Laredo, Texas

By: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

Date: _____

DRAFT