

FIRST AMENDMENT
to
COOPERATIVE AGREEMENT
between
The Friends of Georgia State Parks & Historic Sites, Inc.
and the Georgia Department of Natural Resources
Parks, Recreation and Historic Sites Division

This First Amendment to Cooperative Agreement (this "Amendment") is entered into as of this ____ day of November, 2012, by and between The Friends of Georgia State Parks & Historic Sites, Inc., a 501(c)(3) nonprofit corporation formerly known as the North Georgia Heritage Association, Inc. ("Friends"), and the Georgia Department of Natural Resources ("Department"), doing business as the Parks, Recreation and Historic Sites Division ("Division"). This Amendment shall amend and shall constitute a part of, together with any exhibits or schedules attached hereto, that certain Cooperative Agreement (the "Agreement"), by and between Friends and the Division, dated as of January 22, 2011.

WHEREAS, as a result of certain administrative and procedural changes requested by the Division, the parties desire to amend Sections II(L), II(M)(2), II(N)(2), II(Q)(1) and II(S) of the Agreement to address such changes, and to make such other modifications as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.
2. Section II(L) of the Agreement shall be deleted in its entirety and replaced with the following:
 "L. Interpretive Activities
 Interpretive activities and special events, conducted or sponsored by Friends, must meet Division programming standards and the Friends Event Application (defined below) for said event must be approved by the individual site and region manager, with notice to be sent to Division's Contract Specialist by the Region Manager."
3. Section II(M)(2) of the Agreement shall be deleted in its entirety and replaced with the following:

“2. All Friends’ publicity materials that use the Licensed Material, including without limitation signs, notices, information pamphlets, press releases, brochures, flyers, radio or television announcements, advertisements (regardless of medium), web pages or links, or similar information and public notices prepared by or for Friends, must have the prior written approval of the Division’s Marketing Unit. In addition, Friends may not display the Licensed Material in any manner, including without limitation the display of such on Friends’ letterhead or any building, without the prior written authorization of the Division’s Marketing Unit.”

4. Section II(N)(2) of the Agreement shall be deleted in its entirety and replaced with the following:

“2. Chapters may conduct on-site programs or events to support site programming and education efforts and/or fundraisers to generate revenue for their use to further the mission of Friends and its Chapters. A Friends Event Application (defined below) must be filled out for each event, with the prior written approval and approved in writing by the individual site manager and region manager, with notice to be sent to Division’s Contract Specialist by the region manager.”

5. Section II(Q)(1) of the Agreement shall be deleted in its entirety and replaced with the following:

“1. As of the Effective Date or the date of Friends’ performance under this Agreement, whichever is earlier, Friends and the applicable Chapter will be responsible to the State of Georgia and the Department for any injury to persons or damage of any kind to property, real or personal, resulting from a negligent act or omission or breach, failure or other default of Friends under this Agreement by Friends, its contractors, agents, employees or volunteers.”

6. Section II of the Agreement shall be amended to include the following new Section II(S):

“S. Friends Event Application

A Friends event application (“Friends Event Application”), substantially in the form of the attached specimen Exhibit C, is required for any event hosted by a Chapter if the Chapter intends to collect and retain the revenues generated by such event. Examples of such events would include but are not limited to interpretive activities and programs, fundraising events, special events, and other on-site programs. For each such event conducted by a Chapter, a Friends Event Application must be submitted for written approval to the individual site and region manager, and the Division’s Contract Specialist must be notified by the Region Manager. As set forth above, all such events held at individual state parks, historic sites and golf courses will be covered by the Agreement and

Friends and the applicable Chapters are liable for any negligent acts/failures to act and for their breaches of the Agreement. The Friends Group and its applicable chapters are not liable for any negligent acts/ failures to act or breaches of the Agreement caused solely by the state. Failure to carry out the procedures set forth in this section may result in termination of the Agreement.”

7. General. Except as expressly set forth in this Amendment, the Agreement remains unmodified and is hereby confirmed as being in full force and effect in accordance with its terms. This Amendment, together with the Agreement and all schedules and exhibits attached thereto, constitutes the entire agreement of the parties relating to the subject matter hereof. If there is conflict between this Amendment and the Agreement or any earlier Amendment, the terms of this Amendment will prevail.
8. Counterparts. This Amendment may be executed in one or more counterparts (including by means of telecopied or other electronic transmission of signature pages), all of which shall be considered one and the same Amendment, and shall become effective when one counterpart has been signed by each party and delivered to the other parties hereto.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

**Friends of Georgia State Parks and Historic
Sites, Inc.**

BY: _____

Name: Connell Stafford

Title: President

BY: _____

Name: Andy Fleming

Title: Executive Director

Georgia Department of Natural Resources

BY: _____

Name: Becky Kelley

Title: Director, Parks, Recreation & Historic Sites

Exhibit C

Friends Event Application