

Memorandum

Date: June 23, 2026

To: Board of Natural Resources

From: Angie Johnson, Director State Parks and Historic Sites Division

Subject: Adoption of a New Agreement Between the Department of Natural Resources and the North Georgia Mountains Authority Regarding Operation of Specific Facilities

The Georgia Department of Natural Resources has partnered with the North Georgia Mountains Authority for years to oversee operations of several properties within the State Parks and Historic Sites System. An agreement between the Department and the Authority was approved by this Board in May 2017. However, updates to the agreement are needed to clarify the partnership, outline exceptions and establish a long-term vision of a unified approach to the management of DNR public venues and facilities. A new agreement between the Department and the Authority has been drafted and is attached for your review and approval.

Please do not hesitate to contact me if you have questions or need more information.

AGREEMENT between the DEPARTMENT OF NATURAL RESOURCES of the State of Georgia (“DNR”), and the NORTH GEORGIA MOUNTAINS AUTHORITY

STATE OF GEORGIA

COUNTY OF FULTON

AGREEMENT PERTAINING TO OPERATION OF SPECIFIC FACILITIES

This AGREEMENT is made and entered into this _____th day of _____, 2026, between the DEPARTMENT OF NATURAL RESOURCES of the State of Georgia (“DNR”), and the NORTH GEORGIA MOUNTAINS AUTHORITY, a public corporation and instrumentality of the State of Georgia (“NGMA”). This Agreement hereby supersedes and replaces in its entirety the Prior Agreement, which was entered into on June 25th, 2003, and superseded and replaced in its entirety by the Second Prior Agreement entered into the 24th of May, 2017. The Second Prior Agreement is null and void and of no further force and effect. Upon execution by both parties of this Agreement, all provisions of, rights granted and covenants made in this Second Prior Agreement are hereby waived, released and superseded in their entirety and shall have no further force and effect. This Agreement will replace the Second Prior Agreement in its entirety.

WITNESSETH

WHEREAS, DNR and NGMA are both empowered by law to acquire, establish and operate public parks and recreational areas, including lodges, hotels and other tourist facilities, and they are further empowered to enter into intergovernmental contracts with one another for such purposes, GA. Const. 1983, ART. IX, Sec. II, Par. IV; O.C.G.A. §§ 12-3-3, 12-3-291, 12-3-32, 12-3-294; and

WHEREAS, both DNR and NGMA are engaged in the provision of lodging, conference facilities, and golf course operation; and

WHEREAS, DNR has custody of various facilities owned by the State of Georgia located in Towns, Union, Crisp, White, Dawson, Wheeler, Telfair and Taliaferro Counties; and

WHEREAS, NGMA has custody of various facilities either owned or leased by the North Georgia Mountains Authority that are located in Rabun, Taliaferro, and Habersham Counties; and

WHEREAS, NGMA has by resolution determined and made public its intent to exercise its powers in the said counties; and

WHEREAS, NGMA has the expertise, skill and knowledge to develop (design, construct, equip, and operate) tourist, and other recreational facilities; and

WHEREAS, at its meeting on _____, the Board of Natural Resources authorized DNR to enter into this Agreement; and

WHEREAS, at its meeting on _____, the Members of the NGMA likewise authorized the execution of this Agreement.

NOW THEREFORE, all parties do agree in and for their mutual benefit that:

1.

Basic Division of Responsibilities

- 1.1 NGMA shall exclusively occupy, develop (design, construct, and equip) and use (maintain, repair, improve and operate) the project sites listed in the Attachment A which is attached hereto and incorporated herein by reference. NGMA shall perform its responsibilities hereunder by retaining an operator with expertise in the industry, including but not limited to the Parks, Recreation and Historic Sites Division. All NGMA properties, in their entirety, shall operate according to the same standards of care as DNR properties.
- 1.2 DNR shall exclusively occupy, develop (design, construct, and equip) and use (maintain, repair, improve and operate) the project sites listed in the Attachment B which is attached hereto and incorporated herein by reference. DNR shall perform its responsibility hereunder by operating the facilities through the Parks, Recreation and Historic Sites Division.

2.

Basic Powers

- 2.1 Contracts and Other Powers. In carrying out their respective responsibilities NGMA and DNR each shall have the sole and exclusive right, without prior approval of the other, to enter into any contract in its own name pursuant to such terms, as it shall decide. DNR and NGMA may each exercise all of its powers conferred by law with respect to its project, the same as if the real property were owned, or leased by it (or, in the case of DNR, by the State of Georgia) subject, however, to this Agreement and its restraints of law.
- 2.2 Limitations of Power. The rights, responsibilities and privileges hereby granted to DNR and NGMA are to be used and enjoyed at the sole risk and responsibility of each respective party. Neither has power to create a debt or obligation of the other. No debt or other undertaking of NGMA shall be a debt or undertaking of the State of Georgia, its officers and employees.
- 2.3 NGMA Power to Apply State G.O. Bonds. NGMA may act where appropriate for DNR in contracting with Georgia State Financing and Investment Commission with respect for the proper application of proceeds of general obligation bonds of the State of Georgia, which are made available for the project sites listed in the Attachments.
- 2.4 Protection of GSFIC. NGMA shall be subject to the jurisdiction, powers and duties of Georgia State Financing and Investment Commission with respect to the application and

disposition of proceeds of general obligation debt issued for the purpose of financing the project sites listed in the Attachments. NGMA shall take no action which impairs the issuance or status of State of Georgia's general obligation debt for the purpose of financing projects as authorized and requested in corresponding resolutions of the Board of Natural Resources and Georgia State Financing and Investment Commission.

3.

Property

- 3.1 Ownership of Property Not to Change. All improvements to the premises of the project sites in Attachment A and all property, real and personal, purchased for it with state funds or proceeds of general obligation debt of the state shall remain the property of the State of Georgia. Personal property of NGMA purchased with its revenues shall remain its property and not the property of the State of Georgia or any third person.
- 3.2 Addition to Premises. The Chairman of the NGMA and the Commissioner of DNR are hereby authorized to add to the premises of the project sites listed in Attachment A any other real property in the custody of the DNR by amendment to this Agreement, provided such inclusion is for purposes consistent with this Agreement.
- 3.3 No Encroachments. Unless DNR otherwise agrees all facilities constructed on the project sites listed in Attachment A shall be constructed wholly within the lot lines of the premises and shall be a self-contained complete unit, and shall not be tied to or have any physical connections with any structures located on other property, except for such connections as may be necessary to provide utilities, ground level ingress and egress and the like.
- 3.4 Nature of Use and Occupancy; Negation of Property Interest. This agreement creates no rights, titles or interest in property, real or personal. Upon termination of this Agreement, all rights of the NGMA (and persons whomsoever claiming by, under or through NGMA) in regard to the use and occupancy of the premises listed in the Attachments shall wholly cease and all real property and all personal property and fixtures purchased with State funds or proceeds of State General Obligation debt shall be the absolute property of the state with custody in the DNR without further act or conveyance, and without liability to make compensation therefore to NGMA or to anyone whatsoever, and shall be free and discharged from all and every contract right, lien, encumbrance, claim and charge of any character created or attempted to be created by NGMA or other acting by or through at any time.
- 3.5 Inspection. For purposes of inspecting the premises of the project sites listed in the Attachments, NGMA and DNR shall each permit the other, without notice, to enter in and on the premises occupied and in use by the other during all hours, but without inconvenience to the other.

- 3.6 Vacation of Premises. Neither party shall linger upon the premises of the other following termination or expiration of the rights under this Agreement but shall promptly vacate the premises. Any holding over or continued use or occupancy of the premises after termination or expiration of this agreement without express consent shall create a tenancy at sufferance and the offending party shall vacate immediately without requirement of further notice. There shall be no renewal or extension of this Agreement by operation of law.

4.

Revenue and Its Application

- 4.1 Revenue Sufficiency.
- (a) NGMA shall develop and operate the sites listed in Attachment A with the goal of serving the recreational needs of the citizens of Georgia and producing revenues sufficient for such purposes. DNR shall develop and operate the sites listed in Attachment B with the same goal.
- (b) At the sites listed in Attachment A, revenues may be established so as to allow appropriate reserves for operation, start-up costs for new undertakings and other contingencies.
- 4.2 NGMA Retention of Revenues. All revenues and receipts of the sites listed in Attachment A shall be credited to the account of NGMA unless otherwise required by law. In consideration of the performance of its obligations hereunder, and for the benefit of the State of Georgia, its citizens, and parties hereto, NGMA may retain all net revenues from the sites listed in Attachment A and may deposit, use and expend the same in the performance of its powers and duties hereunder as NGMA may determine to be necessary or desirable. All ParkPass revenues shall be transmitted to the Parks, Recreation and Historic Sites Division for re-distribution.
- 4.3 Staff Reimbursements. NGMA shall reimburse DNR annually for all costs relative to salaries and benefits for NGMA staff carried on the DNR payroll.
- 4.4 Payment Respecting G.O. Bond Debt. Subject only to its obligations to carry out its public function as set forth in Part 2 of Article 6 of Chapter 3 of Title 12 of the Official Code of Georgia, Annotated (the "NGMA Act"), NGMA shall pay to DNR the amount of the money necessary to retire the general obligation debt previously and hereafter issued for the purpose of any development so authorized by resolution of the Board of Natural Resources. Particularly, NGMA shall pay DNR before the end of each fiscal year of the State of Georgia the amount of money equal to the debt service (principal and interest) required to be paid by the State in connection with such general obligation bonds. In a fiscal year in which revenues are not sufficient for such purpose, the deficiency shall

carry forward into the next year, and payments shall be made annually until debt service is fully recouped. DNR may elect to not seek reimbursement for the annual GO Bond payment.

- 4.5 Reimbursement. DNR shall reimburse NGMA for the operational expenses not covered by site generated revenues at Little Ocmulgee Park, Lodge, and Golf Course.
- 4.6 Annual ParkPass Allocations. Annual ParkPass allocations will be awarded to NGMA based on overall system projected revenue earnings for the fiscal year. These allocations will be determined as part of the Park Operations budgeting process. When additional funds are available, DNR may work with NGMA to complete projects beneficial to sites listed in Attachments A and B.
- 4.7 Bank Loan Debt. NGMA shall reimburse DNR annually for any established bank loan payments which are associated with DNR facilities covered under this master agreement. Reimbursements will occur prior to the end of the fiscal year.

5.

General Management

- 5.1 No Beneficiaries. There are no third-party beneficiaries of this agreement.
- 5.2 Term. This Agreement shall become effective upon its execution by the parties, and shall continue in full force through December 31st, 2036, and shall be binding upon the parties, their successors and assigns.
- 5.3 Captions. The captions of this Agreement are for reference only and are not to be construed in its interpretation.
- 5.4 Time of Essence. Time is of the essence of this Agreement.
- 5.5 No Implicit Waiver. No failure of NGMA or DNR to exercise any rights or power given to it under this Agreement, or to insist upon strict compliance with the provisions of this Agreement, and no custom or practice of NGMA or DNR at variance with the provisions of this Agreement, shall constitute a waiver of right to demand exact and strict compliance with the terms and conditions of this Agreement.
- 5.6 No Joint Venture. Nothing contained in this Agreement shall make or be construed to make DNR and NGMA partners in, or joint ventures with each other, nor shall anything contained in this Agreement render, or be construed to render either DNR or NGMA liable to a third party for the debts or obligations of the other.
- 5.7 Survival Clause. If any provision of the Agreement or any portion thereof is found by any court of competent jurisdiction to be void, invalid, unenforceable, or contrary to

public policy, then any remaining portions of such provisions and all other provisions of this Agreement shall survive and be applied, and any invalid portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

- 5.8 Execution In Original Counterparts. This Agreement is executed in two (2) counterparts, which are separately numbered, but each of which is deemed an original of dignity with the other and which is deemed one and the same instrument as the other.
- 5.8.1 Amendments. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all the undertakings described herein, and the parties agree to cooperate fully in connection with the creation of such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective until the same is accurately described in writing and executed by the parties hereto.
- 5.8.2 Termination for Convenience. This Agreement may be terminated 30 days after a resolution of termination considered and passed by either the Board of Natural Resources or the Members of the North Georgia Mountain Authority.

IN WITNESS WHEREOF, DNR and NGMA, acting pursuant to and in conformity with properly considered and adopted resolutions and by and through their duly authorized hereinafter named officers, have caused these present to be signed, sealed and delivered all as of the _____th day of _____, 2026.

DEPARTMENT OF NATURAL RESOURCES

By: _____

Walter Rabon
Commissioner of Natural Resources

Signed, sealed and delivered,
As to DNR, in our presence:

Unofficial Witness

Official Witness, Notary Public
My Commission Expires _____

(Notary Public Seal Affixed Here)

NORTH GEORGIA MOUNTAINS AUTHORITY

By: _____

Patrick Denney, Chairman

Signed, sealed and delivered,
As to NGMA, in our presence:

Unofficial Witness

Official Witness, Notary Public
My Commission Expires _____

(Notary Public Seal Affixed Here)

Attachment "A"

Sites in the custody of and operated by the NGMA

1. Brasstown Valley Resort, Towns County
2. Georgia Veterans State Park and Lodge, Crisp County
3. Amicalola Falls State Park and Lodge, Dawson County
4. Unicoi State Park and Lodge, White County
5. Little Ocmulgee State Park and Lodge, Wheeler County
6. Walasi-yi Mountain Crossings Store and Hostel

Attachment "B"

Sites in the custody of the NGMA and operated by DNR/PRHS

1. Tallulah Gorge State Park, Rabun and Habersham Counties
2. Elementary School Site, A.H. Stephens State Park, Taliaferro County