

FRIENDS GROUP AGREEMENT
between
TEXAS PARKS AND WILDLIFE DEPARTMENT
and
FRIENDS OF GUADALUPE RIVER / HONEY CREEK INC
to establish the
FRIENDS GROUP AT Guadalupe River State Park

This Friends Group Agreement (Agreement) is entered into by Texas Parks and Wildlife Department (TPWD) and **FRIENDS OF GUADALUPE RIVER / HONEY CREEK INC** (FGRHCI OR Friends Group) under the authority granted by Texas Parks and Wildlife Code, Sections 11.0171(a)(1)(C) and 11.202. TPWD and FGRHCI may be individually referred to herein as a "Party" and collectively as "Parties."

SECTION 1. PURPOSE

TPWD is as an agency of the State of Texas charged with the mission to manage and conserve the natural and cultural resources of Texas and to provide hunting, fishing and outdoor recreation opportunities for the use and enjoyment of present and future generations; and

Guadalupe River State Park (Park) is owned by TPWD and managed by the State Parks Division for the benefit of the people of Texas. The Park is located at 3350 Park Road 31, Spring Branch, TX 78070 ; and

FGRHCI is a nonprofit organization that exists primarily for the purpose to further TPWD's mission and goals at Guadalupe River State Park. Pursuant to Parks and Wildlife Code, Section 11.202 and action of the Texas Parks and Wildlife Commission (Commission), FGRHCI has been designated as Guadalupe River State Park's nonprofit partner/friends group (Friends Groups). FGRHCI has accepted this designation and the responsibilities associated with the designation;

The purpose of this Agreement is to establish the responsibilities and duties of FGRHCI and TPWD and to further the common goals of TPWD and the Friends Group at the Park.

SECTION 2. AGREEMENT DOCUMENTS

TPWD and FGRHCI hereby agree that all activities conducted under this Agreement must comply with the terms and conditions set forth in this document herein and with all of the following attachments, which are incorporated herein in their entirety for all purposes, and shall govern this Agreement:

- | | |
|---------------|---|
| Attachment A: | Goals and Responsibilities |
| Attachment B: | Reports, Notices, and Authorization Requests |
| Attachment C: | Park-Specific Procedures and Pre-Authorizations |
| Attachment D: | General Terms and Conditions |

SECTION 3. DESIGNEES

Each Party shall maintain primary and secondary designees (Designee) to act as the liaison for that Party and communicate regularly about the Park and exchange information as appropriate. The Parties' appointed Designees are as follows:

Primary Designees

TPWD Primary Designee

Name: Brandon Lopes-Baca
 Title: Park/Historic Site Superintendent
 Address: 3350 Park Road 31
 Spring Branch, TX 78070
 Phone: 830-438-2656 Office
 Email: brandon.lopes-baca@tpwd.texas.gov

Friends Group Designee

Name: Bob Morris
 Title: President
 Address: 28 Silverhorn Dr.
 San Antonio, TX 78249
 Phone: 210-505-2936 Cell
 Email: bxxmorris@frontier.com

The Parties may change their appointed Designee at any time by providing the other Party with a Designee Change Notice in accordance with Section B.3.03 of Attachment B. All submissions of materials and information required by the Agreement may be delivered by email or regular mail unless specifically directed to do otherwise.

SECTION 4. AGREEMENT TERM, MODIFICATIONS, AND EXECUTION

4.01. Agreement Term

This Agreement shall become effective upon the date of the last signature of the Parties and shall terminate on January 31, 2030, except as it may be modified or terminated as herein provided.

4.02. Agreement Modifications

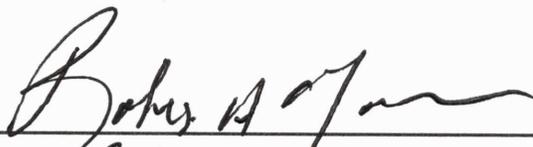
This Agreement and each of its provisions will be binding upon the Parties and may not be waived, modified, amended or altered unless prior written approval is provided by both Parties. An extension to this Agreement may be granted with prior written approval by TPWD. Any extensions shall be subject to the same terms and conditions, and any approved changes.

4.03. Agreement Execution

The undersigned acknowledge that they have reviewed this Agreement and its Attachments and agree with the information presented within this Agreement. Changes to this Agreement will be coordinated with, and approved by, the undersigned, or their designated representatives.

**FRIENDS OF GUADALUPE RIVER / HONEY
CREEK INC**

TEXAS PARKS AND WILDLIFE DEPARTMENT

By: 
Name: BOB MORRIS
Title: PRESIDENT

By: Rodney Franklin
Rodney Franklin
Director, State Parks Division

Date: 09/23/2025

Date: 10/03/2025

**ATTACHMENT A
GOALS AND RESPONSIBILITIES**

SECTION A.1. OVERVIEW

A.1.00. Attachment Overview

This Attachment to the Friends Group Agreement between Texas Parks and Wildlife Department (TPWD) and Friends of Guadalupe River / Honey Creek Inc (FGRHCI OR Friends Group) establishes the responsibilities and duties of TPWD and FGRHCI to further the TPWD’s mission and common goals at Guadalupe River State Park (Park). TPWD and FGRHCI may be individually referred to herein as a “Party” and collectively as “Parties.”

A.1.01. Table of Contents

The Sections of this Attachment are as follows:

CONTENTS

SECTION A.1.	OVERVIEW.....	1
A.1.00.	Attachment Overview.....	1
A.1.01.	Table of Contents.....	1
SECTION A.2.	Responsibilities of TPWD and FGRSP/HCSNA.....	2
A.2.00.	Applicability of Section.....	2
A.2.01.	TPWD’s Mission and Common Goals.....	2
A.2.02.	Governing Policy and Procedure.....	2
A.2.03.	Reports, Notices, Authorization Requests, and Records.....	2
A.2.04.	Park-Specific Procedures and Pre-Authorizations.....	2
A.2.05.	Repairs, Maintenance, and Improvements (RMI) Projects.....	2
A.2.06.	Programs.....	3
A.2.07.	Fundraising, Sponsorships, and Donations.....	3
A.2.08.	TPWD Asset Use.....	3
A.2.09.	Representation, Marketing, and Logo Use.....	3
A.2.10.	General Terms and Conditions.....	4
SECTION A.3	Responsibilities of FGRSP/HCSNA.....	4
A.3.00.	Applicability of Section.....	4
A.3.01.	Operation and Administrative Requirements.....	4
A.3.02.	Third-Party Contracts (Subcontractors).....	4
A.3.03.	Products and Services (Concessions).....	4
SECTION A.4.	Responsibilities of TPWD.....	5
A.4.00.	Applicability of Section.....	5
A.4.01.	Recognition.....	5
A.4.02.	Internal TPWD Information.....	5
A.4.03.	TPWD Assets.....	5
Appendix A to Attachment A	State Parks Logo Usage Guidelines.....	6
State Park Logo Usage Guidelines	6
Philosophy & Purpose	6
Usage Rules	6

SECTION A.2. RESPONSIBILITIES OF TPWD AND FGRHCI

A.2.00. Applicability of Section

This Section establishes the responsibilities and duties of TPWD and FGRHCI to further TPWD's mission and common goals at the Park.

A.2.01. TPWD's Mission and Common Goals

TPWD's mission is to manage and conserve the natural and cultural resources of Texas and to provide hunting, fishing and outdoor recreation opportunities for the use and enjoyment of present and future generations. The Parties mutually agree to work together to further TPWD's mission by working together to achieve the following common goals:

- a. Interpreting the natural and cultural resources of the Park to the visiting public;
- b. Preserving and protecting the natural and cultural resources of the Park;
- c. Providing visitors with recreational and educational opportunities; and
- d. Providing for the enjoyment and safety of visitors.

The Parties further agree to work together to implement these goals by carrying out the activities of this Agreement.

A.2.02. Governing Policy and Procedure

The Parties agree that all Agreement activities will be conducted in accordance with all applicable rules and regulations established by regulatory authorities, including, but not limited to the following rules:

- Subchapter G, Nonprofit Organizations: This policy contains the minimum criteria, requirements, and best practices prescribed to nonprofit organizations established under Title 31, Part 2, Chapter 51, Subchapter G of the Texas Administrative Code (TAC) found at this link: [Home - Rules & Meetings](#).
- Volunteer Management Policy (HR-21-01): This policy was implemented by TPWD and applies to the Friends Group, the Friends Group's members, and all volunteers who support TPWD sites, programs and events. In addition, this policy requires that all volunteers and staff adhere to all applicable federal, state, and local laws and TPWD rules, policies, procedures, and regulations. Link to policy: [hr-21-01-volunteer-management-policy.pdf \(state.tx.us\)](#)
- Subchapter F, State Park Operational Rules: This policy was established by Title 31, Part 2, Chapter 59, Subchapter F, State Park Operational Rules of the Texas Administrative Code (TAC). These rules apply to the Friends Group, and the Friends Group's members, volunteers, and contractors while on State Park Property. Link to TAC may be found here: [Home - Rules & Meetings](#).
- State Parks Logo Usage Guidelines: This document established by Texas Parks and Wildlife Department (TPWD) attached hereto as Appendix A to this attachment. This document applies to the Friends Group's requests and use of the State Parks Logo.

Web links to applicable policies and procedures are provided on the last page of the Friends Group Agreement and the TPWD website's Volunteer page linked below. Updated links will be provided to the Friends Group when applicable.

[Friends Group Agreement: Policies, Procedures and Information — Texas Parks & Wildlife Department](#)

A.2.03. Reports, Notices, Authorization Requests, and Records

The Parties agree to follow the content, submission, review, approval, implementation process, and to maintain the Reports, Notices, Authorization Requests, and Records established in Attachment B of this Agreement.

A.2.04. Park-Specific Procedures and Pre-Authorizations

The Parties agree to comply with the Park-Specific Procedures and Pre-Authorizations for Guadalupe River State Park attached hereto as Attachment C.

A.2.05. Repairs, Maintenance, and Improvements (RMI) Projects

The Parties shall work together to identify and undertake Repairs, Maintenance, and Improvements (RMI) Projects (referred collectively as "Projects"). However, the execution of this Agreement does not relieve the Parties from the responsibility of obtaining written TPWD approval prior to conducting any operations that fall under the definitions or Repairs, Maintenance, and Improvements, which are as follows:

- a. Repair. A repair restores something to its original state.
- b. Maintenance. Maintenance is work that prevents deterioration or fixes current deterioration.
- c. Improvement. An improvement makes something better than it was originally or provides something in a new and more valuable or desirable form, such as a new facility/structure or an addition to an existing facility/structure. They generally improve the property's income production or expected life. A repair becomes an improvement when you go beyond simply restoring an item to its original function.

All RMI Projects must adhere to all Governing Policy and Procedure defined in Section A.2.02. Requests to undertake RMI Projects must be submitted for review and approval by both parties, with approval provided in writing prior to the undertaking of any RMI Project:

- a. RMI Project Requests: Either party may request authorization to undertake a RMI Project by submitting a Project Request in accordance with Section B.4.02 of Attachment B.
- b. Pre-Authorized RMI Projects: Any Pre-Authorized RMI Projects are identified in Section C.3. of Attachment C and any guidelines applicable to the authorization.

A.2.06. Programs

The Parties shall work together to identify and undertake activities, events, and programs (referred collectively as "Programs") that are intended to assist the Park in carrying out TPWD's mission and related to and supportive of the facility, property, or program with which FGRHCI is associated or must further FGRHCI's mission related to the facility, property or program, must adhere to all Governing Policy and Procedure defined in Section A.2.02. All Programs must be submitted to the Designees for review. Approval must be obtained in writing prior to the undertaking of any new Programs.

- a. Program Requests: Either party may request authorization to undertake a Program by submitting a Program Request in accordance with Section B.4.03 of Attachment B.
- b. Pre-Authorized Programs: Any Pre-Authorized Programs are identified in Section C.4. of Attachment C and any guidelines applicable to the authorization.

A.2.07. Fundraising, Sponsorships, and Donations

The Parties shall work together to identify and undertake fundraising activities, sponsorships, and acceptance of donated money or property in support of an authorized Program that is intended to benefit the Park. All Fundraising, Sponsorships, and Donations must adhere to all Governing Policy and Procedure defined in Section A.2.02 and submitted to the Designees for review. Approval must be obtained in writing prior to the undertaking of any new activity.

- a. Fundraising, Sponsorships, and Donations Requests: Either party may request authorization to undertake Fundraising, Sponsorships, and Donations by submitting a Fundraising, Sponsorships, and Donations Request in accordance with Section B.4.03 of Attachment B.
- b. Pre-Authorized Fundraising, Sponsorships, and Donations: Any Pre-Authorized Fundraising, Sponsorships, and Donations are identified in Section C.5. of Attachment C and any guidelines applicable to the authorization.

A.2.08. TPWD Asset Use

The Parties agree that FGRHCI may use TPWD equipment, facilities, or services of TPWD employees (referred collectively as "Assets") only in accordance with a written agreement that provides for the payment of adequate compensation and/or identifies the benefit to TPWD for such use. Notwithstanding this subsection, FGRHCI may use TPWD facilities to the same extent and for the same fee as members of the public, unless fees are waived by TPWD. All asset use must adhere to all Governing Policy and Procedure defined in Section A.2.02 and be submitted to the TPWD Designees for review. Approval must be obtained in writing prior to the use of any asset of any new activity.

- a. Asset Use Requests: FGRHCI may request authorization to use TPWD assets by submitting an Asset Use Request in accordance with Section B.4.01 of Attachment B.
- b. Pre-Authorized Asset Use: Any Pre-Authorized asset use is identified in Section C.3. of Attachment C and any guidelines applicable to the authorization including waived fees.

A.2.09. Representation, Marketing, and Logo Use

Each Party may recognize, promote, and support the other Party to the extent necessary to ensure the success of the Park. Any use of the of TPWD's logos must comply with the State Parks Logo Usage Guidelines (Appendix A and attached Logo Use Agreement) and must adhere to all Governing Policy and Procedure defined in Section A.2.02. and the submission, review, authorization, and guidelines established by:

- a. Representation, Marketing, and Logo Use Requests: Either party may request authorization to use recognition, promotions/marketing, and logo-use by submitting a Representation, Marketing, and Logo Use Request in accordance with Section B.4.07 of Attachment B.
- b. Pre-Authorized Representation, Marketing, and Logo Use: Any Pre-Authorized Representation, Marketing, and Logo Use are identified in Section C.6. of Attachment C along with any guidelines applicable to the authorization.

A.2.10. General Terms and Conditions

The Parties agree to comply with the General Terms and Conditions attached hereto as Attachment D.

SECTION A.3 RESPONSIBILITIES OF FGRHCI

A.3.00. Applicability of Section

This Section establishes the responsibilities and duties of FGRHCI during the term of this Agreement.

A.3.01. Operation and Administrative Requirements

FGRHCI agrees to promote and support the growth and success of TPWD and Guadalupe River State Park by utilizing the industry’s best practices of management and administration requirements applicable to the FGRHCI organization. This includes readiness, recruitment, retention, recognition, and reporting requirements established in this agreement. FGRHCI agrees to comply with state and federal laws while managing TPWD volunteers, as well as provide guidance to TPWD staff who utilize volunteers at TPWD facilities, programs, or events.

FGRHCI agrees that all volunteers are responsible for knowing and complying with the current laws, regulations and TPWD policies that govern volunteers, and relaying this information to the volunteers. FGRHCI agrees to conduct all activities, including management and operations, and conduct all members, employees, and contracted labor of FGRHCI in accordance with all applicable rules and regulations established by regulatory authorities, including, but not limited to the guidelines, policies and procedures located on the TPWD website for the Support Group Volunteer program at:

[Friends Group Agreement: Policies, Procedures and Information — Texas Parks & Wildlife Department](#)

A.3.02. Third-Party Contracts (Subcontractors)

FGRHCI may consider entering into a Third-Party Contract (subcontract) with a private entity or individual, including a nonprofit entity or individual, to supply products or services. FGRHCI shall prepare and submit a Third-Party Contract request at least 90 days before the desired contract start date.

Submission: This Request shall be in digital format via email to the TPWD Designee (brandon.lopes-baca@tpwd.texas.gov) and to the Leased Concession Manger (leasedconcessions@tpwd.texas.gov).

- Content: This Request must contain:
- a. Type and purpose of contract
 - b. Desired third-party contractor if necessary; and
 - c. Brief description of the benefit to the TPWD State Parks mission.

A.3.03. Products and Services (Concessions)

FGRHCI may consider providing Park visitors with products and/or services authorized under a Leased Concession Agreement. FGRHCI shall prepare and submit a Leased Concessions request at least 90 days before the desired contract start date.

Submission: This Request shall be in digital format via email to the TPWD Designee (brandon.lopes-baca@tpwd.texas.gov) and to the Leased Concession Manger (leasedconcessions@tpwd.texas.gov).

- Content: This Request must contain:
- a. Product and/or service description
 - b. Brief description of the benefit to the TPWD State Parks mission

SECTION A.4. RESPONSIBILITIES OF TPWD

A.4.00. Applicability of Section

This Section establishes the responsibilities and duties of TPWD to further TPWD's mission and common goals at the Park.

A.4.01. Recognition

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

A.4.02. Internal TPWD Information

Make available to FGRHCI, when determined appropriate, all written policies, operational plans, budgets, and interpretive and master plans prepared by TPWD relating to the Park and keep FGRHCI apprised of revisions thereto.

A.4.03. TPWD Assets

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

APPENDIX A TO ATTACHMENT A STATE PARKS LOGO USAGE GUIDELINES

APPENDIX OVERVIEW

The following is the current version of the State Parks Logo Usage Guidelines established by Texas Parks and Wildlife Department (TPWD). This policy applies to the Friends Group's requests and use of the State Parks Logo.

State Park Logo Usage Guidelines

Information, use guidelines, and files regarding the official State Park logo.



Philosophy & Purpose

The State Park logo was designed to complement the Texas Parks and Wildlife logo, while providing a visual representation of the collective State Park system. This logo should not be treated as a replacement for the agency logo, but to help identify and promote State Parks as a whole.

The logo is intended to be both distinct (different shape) and similar (text-centric, outer border) to the agency logo. The compass point reflects the feelings of "exploration" and "adventure" that is associated with Texas State Parks. The Texas shape speaks to the state-wide presence of the system, while the "hidden" picnic table refers to an activity that is one of the most fundamental, accessible, and universal across the state. The colors are a mixture of traditional and exciting, a nod to both our past and our bright future.

The State Park logo is managed by the State Park Marketing Manager, with oversight by the State Park Director, and the agency Communications Division. Any questions regarding its use or distribution should be directed to the State Park Marketing Manager.

Usage Rules

Due to the significance of corporate branding, it is vital that the logo be used in a consistent way. It is preferable to pair the SP logo with the agency logo. When this pairing is not feasible due to space or design restrictions, the logo should be paired with language that states "A DIVISION OF TEXAS PARKS AND WILDLIFE". In certain situations, it may be acceptable to use the logo by itself, please obtain explicit permission if utilizing the logo in this way.

Graphic Standards

The logo should not be altered or manipulated in any way. The logo should always maintain its proportional aspect (do not stretch it) when adjusting its size. It is preferable to use the color version of the logo; do not modify the colors. The established colors of the primary logo are Pantone PMS 567 (dark green) and Pantone PMS 381 (bright green), every effort should be made to match these colors.

If matching the established colors is not possible, if the logo is going to be produced in black and white, or a one-color version is needed (either for design or cost restrictions, for example: screen printing), utilize the Black-only logo. There may be situations where the logo needs to be produced in one color that is not black (for example a one-color screen print on a dark surface), [contact SP Marketing](#) for approval of these variations.

There may be situations where the logo needs to be printed at a very small size or where the quality of the logo may be otherwise compromised. In that situation, utilize the Secondary logo (reversed black and white).

There is an established font that should be utilized with for any text that appears with the State Park logo, this includes the "A DIVISION OF TEXAS PARKS AND WILDLIFE" designation. The paired font is called Montserrat and is available for free in a variety of styles. You can download the font here, but may need administrative rights to install it to your computer.

- Acceptable Uses:
 - Promotional materials, including division produced promotional literature, booth advertising and collateral.
 - Field staff may utilize the logo for on-site promotional material (example: in park flyers).
 - SP Marketing approval must be obtained for any use of the logo in advertising that occurs outside of the park (example: billboards).
 - Retail
 - The logo may be paired with site-specific branding for the creation of retail merchandise.
 - Per standard Park Store policy, parks should avoid producing retail products with only the state park, or agency, logo. All Park Store retail items should contain site specific branding, unless it is produced at the division level.
- Prohibited Uses:
 - May not be used on employee uniforms or staffwear (an exception may be made, with brand managers approval, for staff wear that is to be worn exclusively for staff engaged in tourism and promotional events)
 - May not be used on State Park vehicles
 - May not be used on official letterhead or staff business cards
 - E-mail Signatures - Per agency e-mail policy "the use of emojis, graphics, images, logos and quotations in email signatures and footers is prohibited"

Official Use Policy ([pdf, updated 4-11-2018](#))

Files: [Montserrat](#) (official corresponding font, choose "download OTF")

If there is a need for alternate file types, for example vector files to be utilized by a vendor, please contact the State Park Marketing manager for assistance and direction.



Logo Use Agreement

Between Friends of Guadalupe River State Park / Honey Creek State Natural Area
and Texas Parks & Wildlife Department

1. **Requestor:**

- General
- Media
- Sponsor or Promotional Partner
- Student
- TPWD Volunteer
- State Parks Ambassador
- Texas State Parks Volunteer
- State Park Friends Group

2. **Term:** This Logo Use Agreement will begin upon signatures by both parties or on 09/23/2015
This agreement will be in effect until 1/31/30 or until within thirty days of any decision made
by Texas Parks and Wildlife Department to terminate this agreement, whichever comes first.

3. **License of TPWD mark(s):** Texas Parks and Wildlife Department referred to hereinafter as TPWD,
hereby grants the following organization, company, student, volunteer, etc.:
Friends of Guadalupe River State Park / Honey Creek State Natural Area
referred to hereinafter as the requestor, a non-exclusive right, license, and privilege of utilization of the
TPWD logo(s), hereinafter referred to as the mark(s), as shown on the attached exhibit(s).

4. **Usage:** The mark(s) may be used by the requestor only in connection with the following named event,
program, initiative, student work, news story, etc. as listed below:

Promotional event materials, including promotional literature, booths advertising and collateral.
Retail, when paired with site-specific branding.

5. The mark(s) may not to be used in any context or in any manner as to suggest TPWD's endorsement
of the requestor or the requestor's affiliations.
6. The mark(s) can only be used for the following specific uses such as printed and digital materials,
publication, website, social media, broadcast program, etc. as listed below:

Promotional materials, including promotional literature, booths advertising and collateral.
Retail, when paired with site-specific branding.

7. It is understood that intended use of the mark(s) other than specified herein must be submitted to
logorequest@tpwd.texas.gov and be approved prior to use. For media use, the mark(s) can only be
used to provide recognition to TPWD for providing copy, images, or other content.

8. Use of the following selected mark(s) are limited to the uses specified herein. Use of mark(s) other than selected below is strictly prohibited unless prior request is submitted to logorequest@tpwd.texas.gov and is approved prior to use.

- TPWD Logo – Exhibit A
- TPWD Logo with “Life’s Better Outside®” tagline – Exhibit B
- TPWD Logo with “Proud Partner” designation – Exhibit C
- TPWD Logo with “Volunteer” designation – Exhibit D
(Volunteer manager approval required)
- Texas State Parks Logo – Exhibit E
(Additional approval required: State Parks Marketing Manager)
- Texas State Parks Logo with “Volunteer” designation – Exhibit F
(Additional approval required: State Park Volunteer Manager & State Parks Marketing Manager)
- Texas State Parks Logo “State Parks Ambassador” designation – Exhibit G
(Additional approval required: State Parks Ambassador manager & State Parks Marketing Manager)
- Texas State Parks Logo “Official Friends Group” designation – Exhibit H
(Additional approval required: State Park Friends Group manager & State Parks Marketing Manager)
- Other Logo: _____

9. The requestor recognizes and agrees that all goodwill associated or to be associated with the mark(s) belongs exclusively to TPWD in any form or embodiment thereof. The requestor hereby agrees that every use of the mark(s) shall inure to the benefit of TPWD and that shall not at any time acquire any rights in such mark(s) by virtue of any use it may make of such mark(s). The requestor shall not, at any time, do or suffer to be done any act or thing which may in any way adversely affect any rights of TPWD in and to the mark(s) or any registrations thereof.

10. The mark(s) must be used in strict accordance with the Logo Identity Standards as explained in the attached exhibit(s).

11. TPWD will provide high resolution digital files of the mark(s) upon execution of this agreement.

12. Any use by the requestor of the mark(s) shall be submitted by e-mail, mail or in person to TPWD by PDF, JPEG or physical sample for approval prior to use:

TPWD Communications Division
Attn: Logo Use Request
4200 Smith School Road
Austin, Texas 78744

logorequest@tpwd.texas.gov

Approval will not be unreasonably withheld under the terms of this agreement.

13. TPWD reserves the right to terminate this agreement upon written notification.

Requestor Signature Required.

Signature: Bob Morris Date: 09/23/2025

Printed Name: Bob Morris Title: PRESIDENT

Organization: Friends of Guadalupe River State Park / Honey Creek State Natural Area

Address: 28 Silver Horn Dr.

City, State, Zip: SAN ANTONIO, TX 78214 Phone: 210-505-2934

Email: BobMorris@Frontier.com

TPWD Communications Director or Designee Signature of Approval Required.

Signature: _____ Date: _____

Printed Name: Jorge Amador Title: Marketing Manager

Phone: _____ Email: _____

Texas Parks & Wildlife Department
4200 Smith School Road
Austin, Texas 78744

Additional TPWD Signatures of Approval

If applicable. To be used for State Parks logo, State Parks Ambassador logo, and Volunteer logo approvals.

Signature: Jill Kreindler Date: 4/14/25

Printed Name: Jill Kreindler Title: SP-Marketing Manager

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Requestor to return signed copies by email: logorequest@tpwd.texas.gov

TPWD Privacy & Security Policy

Exhibit H – Texas State Parks Logo with “Friends Group” Designation

Texas State Parks Logo Identity Standards: The logo must not be altered, distorted, or manipulated in any way. The logo shall maintain proportional aspect ratio when adjusting size. No effects should be applied. If the logo(s) will be reproduced in black and white, use the black SP logo. If placed on a dark background, “Friends Group” designation should appear as white.



**ATTACHMENT B
REPORTS, NOTICES, AND AUTHORIZATION REQUESTS**

SECTION B.1.OVERVIEW

Section B.1.00. Attachment Overview & Designees

This Attachment to the Friends Group Agreement between Texas Parks and Wildlife Department (TPWD) and Friends of Guadalupe River /Honey Creek Inc (FGRHCI OR Friends Group) for Guadalupe River State Park (Park) establishes the Reports, Notices, and Authorization Requests requirements and standards that apply to this Agreement. TPWD and FGRHCI may be individually referred to herein as a "Party" and collectively as "Parties."

The following Designees have been appointed as the points of contact for the requirements of this Attachment:

Official Designees:

TPWD Designee:

Brandon Lopes-Baca
Park/Historic Site Superintendent
3350 Park Road 31 Spring Branch, TX 78070
830-438-2656 **Office**
210-415-0107 **Cell**
Brandon.lopes-baca@tpwd.texas.gov

FGRHCI Designee:

Bob Morris
President
28 Silverhorn Dr San Antonio, TX 78246
NA Office
210-505-2936 **Cell**
bxxmorris@frontier.com

Secondary Designees:

TPWD Volunteer Manager:

Brittney Zepeda
Volunteer Manager
512-389-8674 office
StateParksVolunteers@tpwd.texas.gov

FGRHCI [2nd Designee]:

Edward Van Reet
Vice President
NA
432-553-8806 **Office**
432-553-8806 **Cell**
etvr@gvtc.com

TPWD Concessions Manager:

Kimberly Asbury
Concessions Manager
512-389-8565 Office
LeasedConcessions@tpwd.texas.gov

Section B.1.01. Table of Contents

The Sections of this Attachment are as follows:

CONTENTS

SECTION B.1. Overview 1

Section B.1.00. Attachment Overview & Designees 1

Section B.1.01. Table of Contents 2

SECTION B.2. REPORTS 3

 B.2.00. Applicability of Section 3

 B.2.01. IRS 990 Filing Report..... 3

 B.2.02. Board Members Report..... 3

 B.2.03. Volunteer Management System (VMS) Reporting 3

 B.2.04. Year-End Report 4

 B.2.05. Monthly Revenue and Donations Report..... 4

 B.2.06. Annual Operation Plan Report..... 4

 B.2.07. Asset Description Report (*if applicable*)..... 5

SECTION B.3. NOTICES 5

 B.3.00. Applicability of Section 5

 B.3.01. Meeting Notice 5

 B.3.02. Disclosure Notice 5

 B.3.03. Designee Change Notice 6

 B.3.04. Incident Notice..... 6

 B.3.05. Health and Safety Mandate Notice 6

 B.3.06. Hazardous Conditions Notice (*if applicable*)..... 7

 B.3.07. Inspection/Audit Notice 7

 B.3.08. Customer Complaint Notice 7

SECTION B.4. AUTHORIZATION REQUESTS 7

 B.4.00. Applicability of Section 7

 B.4.01. Asset Use Request 8

 B.4.02. Repairs, Maintenance, and Improvements (RMI) Request 8

 B.4.03. Program Request 8

 B.4.04. Products and Services Request (Leased Concessions) 8

 B.4.05. Third-Party Contract (Subcontractors) Request 8

 B.4.06. Special Events, Media Productions, UAV Use, and Short-term Concessions Request 9

 B.4.07. Representation, Marketing, and Logo Use Request..... 9

SECTION B.2. REPORTS

B.2.00. Applicability of Section

This Section establishes the reporting requirements for both TPWD and FGRHCI during the term of this Agreement. Either Party may request additional information as needed.

B.2.01. IRS 990 Filing Report

FGRHCI shall prepare and submit the IRS 990 Filing Report as follows:

- Purpose: The IRS 990 Filing Report is a requirement prescribed by §51.163(a)(9) of the Texas Administrative Code (TAC) to document compliance with §51.163(a)(8), which requires FGRHCI to complete and file an IRS 990 with TPWD each year, regardless of income.
- Due Date: This Report is due on the 15th day of the 5th month following the end of FGRHCI's taxable year.
- Submission: FGRHCI shall submit this report in digital format via email to the TPWD Designee (Brandon.lopes-baca@tpwd.texas.gov) and the TPWD Volunteer Manager (StateParksVolunteers@tpwd.texas.gov).
- Content: This report must contain FGRHCI's:
- a. articles of incorporation
 - b. by-laws
 - c. most recent financial statements
 - d. Current copy IRS 990 form filed with the U.S. Internal Revenue Service and its supporting documents

B.2.02. Board Members Report

FGRHCI shall prepare and submit the Board Members Report as follows:

- Purpose: The Board Members Report is a requirement prescribed by §51.164(b)(5) of the Texas Administrative Code to document compliance with §51.164 Best Practices for FGRHCI's Officers and Directors.
- Due Date: This Report is due to new board members and within five (5) business days of arrival and to all board members within five (5) business days of any change to the information contained in this Report.
- Submission: FGRHCI shall provide this Report in physical or digital format.
- Content: This Report shall contain the following:
- a. Current copy of FGRHCI's IRS 990 Filing Report (Section B.2.01)
 - b. Current copy of and/or link to the TPWD's rules for nonprofits and the State Park Rules established by the Texas Administrative Code Rules (Sub Ch. G Non-Profit Organizations)
 - c. A copy of or a link to TPWD's Land and Water Resources Conservation and Recreation Plan
 - d. Articles of incorporation and by-laws
 - e. Department rules on nonprofits and sponsorship
 - f. A copy of this Agreement and other current agreements with the department, if applicable.

B.2.03. Volunteer Management System (VMS) Reporting

TPWD and FGRHCI shall use the Volunteer Management System (VMS) software system to track various aspects of volunteer management as defined and required by the TPWD Volunteer Management Policy (HR-21-01). FGRHCI active board members and active members must individually register in the Volunteer Management System (VMS) and record their volunteer hours based on the volunteer opportunity. The TPWD Designee can appoint a FGRHCI member to assist with administering and reconciling volunteer data in VMS. Unless otherwise agreed upon by both parties, the TPWD Designee will administer and reconcile volunteer data. Hours submitted by one-time volunteers during FGRHCI sponsored events may be counted as lump-sum and one-time volunteers may not need to register in VMS but must be under direct supervision of TPWD staff. Non-active FGRHCI members (i.e.: membership awarded based on yearly dues) may not need to register in VMS.

System: FGRHCI shall use the Volunteer Management System (VMS) located on the Volunteer web page at the following address www.tpwd.texas.gov/volunteer

Requirements: FGRHCI must enter the information below as follows:

VMS Entry/Report	Due
Existing and New FGRHCI Members Registration (Volunteers & Board)	Before actively volunteering
Documentation of volunteer hours	Within 45 days of completion
Documentation of certifications and awards	Upon award
Update and maintain volunteer records	Per TPWD Policies
Approval of hours	Park or FGRHCI member

B.2.04. Year-End Report

FGRHCI shall prepare and submit the Year-End Report as follows:

Purpose: The Report is a requirement prescribed by §51.163(a)(7) of Texas Administrative Code to document FGRHCI's activities undertaken and significant achievements and challenges over the previous year.

Due Date: This Report is due on September 15th of each year.

Submission: FGRHCI shall submit this Report in digital format via email to the TPWD Designee (Brandon.lopes-baca@tpwd.texas.gov) and the TPWD Volunteer Manager (StateParksVolunteers@tpwd.texas.gov).

Content: This Report must contain the following from activities conducted over the previous year:

- a. List of the primary activities, projects, and programs
- b. Summary of significant achievements and challenges
- c. List of notable donors
- d. List of members

B.2.05. Monthly Revenue and Donations Report

FGRHCI shall prepare and submit the Monthly Revenue and Donations Report as follows:

Purpose: The purpose of the Monthly Revenue and Donations Report is to document the total revenue generated from all fees, concession products, services, and/or donations during that period.

Reporting Period: The Reporting Period for this report begins on the first day and ends on the last day of each calendar month. Reports submitted that cross calendar months will be returned to FGRHCI for modification and resubmission.

Due Date: This Report is due on or before the third Thursday of each month.

Submission: FGRHCI shall submit this Report in digital format via email to the TPWD Designee (Brandon.lopes-baca@tpwd.texas.gov).

Content: This Report shall contain but is not limited to the following, if applicable:

- a. Total revenue generated by membership dues and or fees
- b. Total revenue generated by donations
- c. Total revenue generated by leased concession products and/or services

B.2.06. Annual Operation Plan Report

FGRHCI shall prepare and submit the Annual Operation Report as follows:

Purpose: The purpose of this Report is to notify TPWD of any anticipated operational changes to operational days and hours, fee increases, and plans for promotion of products/services including business development plans.

Reporting Period: The reporting period for the Annual Operation Plan Report is September 1st through August 31st.

Due Date: This Report is due on or before October 15th of each year.

Submission: FGRHCI shall submit this Report in digital format via email to the TPWD Designee (Brandon.lopes-baca@tpwd.texas.gov).

Content: This Report shall contain the following:

- a. Business Development Plan;
- b. Plans for promotion of products/services;
- c. Fee increases or decreases;
- d. Any anticipated operational changes;
- e. Any changes to operational days and/or hours; and
- f. Any anticipated needed repair or improvement projects.

B.2.07. Asset Description Report (if applicable)

FGRHCI shall prepare and submit the Asset Description Report as follows:

Purpose: The purpose of the Asset Description Report is used to document property developments conducted during this Agreement.

Due Date: This Report is due:

Initial Report: The initial Asset Description Report is due within thirty (30) days after the execution of this Agreement.

Annual Reports: This Report is due on an annual basis, due on or before September 15th of each year.

Submission: FGRHCI shall submit this Report in digital format via email to the TPWD Designee (Brandon.lopes-baca@tpwd.texas.gov).

Content: This Report shall contain the following:

- a. Location of all (previously established and new) existing facilities, including fixed improvements such as buildings, structures, and fixtures; mobile improvements, such as equipment and furniture; and, other improvements affixed to or resting by assigned Assets.
- b. As-built site plans and specifications of all facilities with certification by a Registered Professional Engineer.

SECTION B.3. NOTICES

B.3.00. Applicability of Section

This Section establishes the notification requirements for both TPWD and FGRHCI during the term of this Agreement. Either Party may request additional information as needed.

B.3.01. Meeting Notice

FGRHCI shall prepare and submit Meeting Notices as follows:

Purpose: The Meeting Notice is a requirement prescribed by §51.163(a)(12) of the Texas Administrative Code, which requires FGRHCI notify TPWD of all meetings and allow a TPWD representative to attend all meetings, including but not limited to, meetings of their general membership, managing board, committees, and any special meetings.

Due Date: This Notice is due no less than 3 days prior to any of the following:

- a. general membership meeting
- b. managing board meeting
- c. committee meeting
- d. special meetings

Submission: FGRHCI shall submit this Notice in digital format via email to the TPWD Designee (Brandon.lopes-baca@tpwd.texas.gov).

Content: This Notice must contain the meeting's description, date, time, location, and the meeting's agenda.

B.3.02. Disclosure Notice

FGRHCI shall notify TPWD of any actions taken or activities conducted by FGRHCI's members or volunteers that conflict with the terms of this Agreement and any regulatory policies or laws.

Purpose: This Disclosure Notice is required in order to notify TPWD if there is a change to FGRHCI, or if actions have been undertaken by FGRHCI, its members, or its volunteers, that may require termination of this Agreement. These changes or actions would include:

- a. Any changes made to FGRHCI's:
 - i. Legal status
 - ii. Tax-exempt status
 - iii. Articles of incorporation or by-laws
 - iv. Conflict of interest policy
 - v. Other policies
- b. The discovery that members or volunteers have engaged in, or intend to engage in, any of the following activities:
 - i. Any misuse of funds or property
 - ii. Any breaches to the terms of this Agreement
 - iii. Any criminal activities
 - iv. Alcohol use or drug use in the Park
 - v. Any activity that conflicts with FGRHCI or TPWD policy
 - vi. Engage in activities that would require it or a person acting on its behalf to register as a lobbyist
 - vii. Contribute funds obtained through this agreement to a political campaign or to endorse a political candidate

Due Date: This Notice is due within five (5) business days of the occurrence of any of the above-mentioned activities.

Submission: FGRHCI shall submit this Notice in digital format via email to the TPWD Designee (Brandon.lopes-baca@tpwd.texas.gov) and the TPWD Volunteer Manager (StateParksVolunteers@tpwd.texas.gov).

Content: This Notice shall contain the following:

- a. Description of action being disclosed
- b. Revised Document (if any)
- c. Action already taken to correct (if any)
- d. Corrective Plan (if any)

B.3.03. Designee Change Notice

TPWD and FGRHCI shall notify the other Party of any changes to the Designees or any of their contact information.

Due Date: This Notice is due within five (5) days of a change to the current Designee or to the Designee's contact information.

Submission: Either Party shall submit this Notice in digital format via email to all Designees identified in Section B.1.00. of this Attachment.

Content: This Notice must contain the name and contact information of the new Designee along with an explanation for the change.

B.3.04. Incident Notice

FGRHCI must notify TPWD of any significant accidents, incidents, and/or injuries.

Due Date: This Notice is due within twenty-four (24) hours of the Incident.

Submission: FGRHCI shall submit this Notice in digital format via email to the TPWD Designee (Brandon.lopes-baca@tpwd.texas.gov).

Content: This Notice must contain a description of the Incident, the names of persons involved, and any corrective actions taken (if any).

B.3.05. Health and Safety Mandate Notice

TPWD shall notify FGRHCI of any Health and Safety Mandates implemented by TPWD or its regulatory agencies.

Submission: TPWD shall submit this Notice in digital format via email to the FGRHCI Designee (bxxmorris@frontier.com) and FGRHCI's Second Designee (etvr@gvvc.com).

Content: This Notice shall contain the Health and Safety Mandates implemented.

B.3.06. Hazardous Conditions Notice (if applicable)

FGRHCI shall prepare and submit the Hazardous Conditions Notice as follows:

- Purpose: The purpose of the Hazardous Conditions Notice is to require FGRHCI to notify TPWD upon discovery of any hazardous conditions that presents an immediate threat to health, life, or Park property so that the hazards are corrected immediately. If necessary, the affected facility will be closed to the public until necessary repairs can be accomplished.
- Due Date: This Notice is due within twenty-four (24) hours upon discovery of the hazardous conditions.
- Submission: FGRHCI shall submit this Notice in digital format via email to the TPWD Designee (Brandon.lopes-baca@tpwd.texas.gov).
- Content: This Notice shall contain the following:
 - a. Description of Hazardous Condition
 - b. Location of Hazardous Condition
 - c. People who have come in contact or were involved
 - d. Action already taken to correct it (if any)
 - e. Corrective Plan (if any)

B.3.07. Inspection/Audit Notice

FGRHCI shall prepare and submit the Inspection/Audit Notice as follows:

- Purpose: The purpose of the Inspection Notice is to inform TPWD of any inspections and audits.
- Due Date: This Notice is due within 30 days of an inspection or audit.
- Submission: FGRHCI shall submit this Notice in digital format via email to the TPWD Designee (Brandon.lopes-baca@tpwd.texas.gov).
- Content: This Notice shall contain the following:
 - a. Copies of the inspection or audit report and any follow up documentation.
 - b. Action already taken to correct it (if any)
 - c. Corrective Plan (if any)

B.3.08. Customer Complaint Notice

FGRHCI shall prepare and submit the Customer Complaint Notice as follows:

- Purpose: The purpose of the Customer Complaint Notice is to inform TPWD of any customer complaints that FGRHCI receives while performing its requirements under this Agreement.
- Due Date: This Notice is due within 3 days of the complaint.
- Submission: FGRHCI shall submit this Notice in digital format via email to the TPWD Designee (Brandon.lopes-baca@tpwd.texas.gov).
- Content: This Notice shall contain the following:
 - a. Details of the complaint
 - b. Any actions taken in response to the complaint
 - c. Any follow up documentation
 - d. Additional documents and information as requested by TPWD.

SECTION B.4. AUTHORIZATION REQUESTS

B.4.00. Applicability of Section

Either Party shall have the right, during the term of the Agreement, to request any of the operations and activities as described herein. However, the execution of this Agreement does not relieve either Party from the responsibility of obtaining written approval from the assigned responsible parties prior to conducting the activity.

Any Pre-Authorizations are identified in the Park Specific Privileges, Restrictions, and Pre-Authorizations, attached to this Agreement as Attachment C. All authorizations granted after the execution of this Agreement shall be included under Attachment C and incorporated for all purposes.

B.4.01. Asset Use Request

FGRHCI may request authorization to use equipment, facilities, or services of employees of TPWD. All Asset Use Request shall follow the submission, review, approval, and implementation established herein.

- Due Date: This Request must be submitted at least 7 days prior to asset use.
- Submission: This Request shall be in digital format via email to the TPWD Designee (Brandon.lopes-baca@tpwd.texas.gov).
- Content: This Request must contain Purpose of request, assets needed, and the dates and times the assets will be required.

B.4.02. Repairs, Maintenance, and Improvements (RMI) Request

The Parties shall work together to identify and undertake Repairs, Maintenance, and Improvements (RMI) Projects (referred collectively as "Projects") that are intended to assist the Park in carrying out TPWD's mission. All Projects shall follow the submission, review, approval, and implementation established herein.

- Due Date: This Request must be submitted at least 90 days prior to the intended start date of any Project.
- Submission: This Request shall be in digital format via email to the TPWD Designee (Brandon.lopes-baca@tpwd.texas.gov).
- Content: This Request shall contain:
- a. A description of the proposed Project
 - b. Explanation of how the proposed Project possesses a positive public relations value, fulfills a useful educational purpose
 - c. An analysis of the information necessary for persons to make decisions on the Project
 - d. An analysis of the personnel necessary to manage and implement the Project
 - e. Financial data, including both past performances, a budget, and goals for future performance
 - f. A list of the resources necessary for a successful Project

B.4.03. Program Request

The Parties shall work together to identify and undertake activities, events, and programs (referred collectively as "Programs") that are intended to assist the Park in carrying out TPWD's mission. All Programs shall follow the submission, review, approval, and implementation established herein.

- Due Date: This Request must be submitted at least 90 days prior to the intended start date of any Program.
- Submission: This Request shall be in digital format via email to the TPWD Designee (Brandon.lopes-baca@tpwd.texas.gov).
- Content: This Request shall contain the following:
- a. Program overview
 - b. Any need for park specific assistance and/or requirements

B.4.04. Products and Services Request (Leased Concessions)

FGRHCI shall prepare and submit a Products and Services request if they are interested in gaining authorization to offer products or services to Park visitors in the Park for a fee.

- Due Date: This Request must be submitted at least 90 days before desired start date.
- Submission: This Request shall be in digital format via email to the TPWD Designee (Brandon.lopes-baca@tpwd.texas.gov) and to the Leased Concession Manger (leasedconcessions@tpwd.texas.gov).
- Content: This Request shall contain the following:
- a. Product and/or service description
 - b. Brief description of the benefit to the TPWD State Parks mission

B.4.05. Third-Party Contract (Subcontractors) Request

FGRHCI shall prepare and submit this Third-Party Contract request if they are interested in gaining authorization to provide concessions or contract with third-party subcontractors on TPWD property.

- Due Date: This Request must be submitted at least 90 days before desired contract start.
- Submission: This Request shall be in digital format via email to the TPWD Designee (Brandon.lopes-baca@tpwd.texas.gov) and to the Leased Concession Manger (leasedconcessions@tpwd.texas.gov).
- Content: This Request must contain:
- a. Type and purpose of contract
 - b. Desired third-party contractor if necessary; and
 - c. Brief description of the benefit to the TPWD State Parks mission.

B.4.06. Special Events, Media Productions, UAV Use, and Short-term Concessions Request

FGRHCI shall submit this request if they are interested in hosting an event, filming a project, providing a short-term concession, or using an unmanned aerial vehicle (UAV) in the Park.

- Due Date: This Request must be submitted up to one year and no less than 90 days prior to event.
- Submission: This request must be submitted online through the TPWD Special Event Application: <https://tpwd.texas.gov/forms/sp/special-event-application/>
- Content: This Request must contain the requirements established by the Special Events | Media Productions | Short-term Concessions Requests page.

B.4.07. Representation, Marketing, and Logo Use Request

Each Party shall recognize, promote, and support the other Party to the extent necessary to ensure the success of the Park. All recognition, promotions/marketing, and logo-use shall follow the submission, review, approval, and implementation process, as well as the guidelines established herein. Either Party may submit requests in digital format via email to all Designees identified in Section B.1.00 of this Attachment.

- Due Date: This Request must be submitted at least 30 days before use.
- Submission: Either Party may submit requests in digital format via email to all Designees identified in Section B.1.00 of this Attachment.
- Content: This Request shall contain the following:
- a. An overview of promotion and use, including location graphic is to be used
 - b. Specific content or graphic being requested

**ATTACHMENT C
PARK-SPECIFIC PROCEDURES AND PRE-AUTHORIZATIONS**

SECTION C.1. OVERVIEW

Section C.1.00. Attachment Overview

This Attachment to the Friends Group Agreement between Texas Parks and Wildlife Department (TPWD) and Friends of Guadalupe River /Honey Creek Inc (FGRHCI OR Friends Group) for Guadalupe River State Park (Park) establishes the Park-Specific Procedures and Pre-Authorizations that apply to this Agreement’s activities. TPWD and FGRHCI may be individually referred to herein as a “Party” and collectively as “Parties.”

Section C.1.01. Table of Contents

The Sections of this Attachment are as follows:

SECTION C.1. OVERVIEW	1
Section C.1.00. Attachment Overview	1
Section C.1.01. Table of Contents.....	1
SECTION C.2. PARK-SPECIFIC PROCEDURES	2
C.2.00. Applicability of Section	2
C.2.01. #. NA.....	2
C.2.02. #. NA.....	2
C.2.03.#. NA.....	2
SECTION C.3. PRE-AUTHORIZED ASSET USE	2
C.3.00. Applicability of Section	2
C.3.01. Pre-Authorized Asset Use (Park Facilities).....	2
C.3.02. Pre-Authorized Asset Use (Equipment and Vehicles).....	2
SECTION C.4. PRE-AUTHORIZED PROGRAMS	3
C.4.01. Applicability of Section	3
C.4.02. Pre-Authorized Program (Honey Creek State Natural Area Hikes).....	3
C.4.03. Pre-Authorized Program (Annual Monarch and Friends Program)	3
SECTION C.5. PRE-AUTHORIZED Fundraising, Sponsorships, and Donations	3
C.5.00. Applicability of Section	3
C.5.01. Pre-Authorized Fundraising (NA).....	3
C.5.02. Pre-Authorized Sponsorships (NA).....	3
C.5.03. Pre-Authorized Donations & Donation Box.....	3
SECTION C.6. PRE-AUTHORIZED Representation, Marketing, and Logo Use	3
C.6.00. Applicability of Section	3
C.6.01. Pre-Authorized (FGRSP/HCSNA Website Use).....	4

SECTION C.2. PARK-SPECIFIC PROCEDURES

C.2.00. Applicability of Section

This Section establishes the Park-Specific Procedures for FGRHCI during the term of this Agreement. Either Party may request additional information as needed. FGRHCI shall contact the Park's Primary Designee for specific procedures, not already listed below, to ensure sufficient Park support is available. All authorizations granted after the execution of this Agreement shall be included and incorporated for all purposes

C.2.01. #. NA

C.2.02. #. NA

C.2.03.#. NA

SECTION C.3. PRE-AUTHORIZED ASSET USE

C.3.00. Applicability of Section

This section identifies the Pre-Authorized use of TPWD's owned equipment, facilities, or services of TPWD employees (referred collectively as "Assets") and the applicable requirements, policy, procedure, and guidelines specific to the authorized Asset use.

C.3.01. Pre-Authorized Asset Use (Park Facilities)

TPWD grants FGRHCI the Pre-authorized Asset use of certain facilities for work related events and functions. FGRHCI must comply with the following requirements

- (A) Asset Description: Rust House, Maintenance Yard, Honey Creek SNA, and use of Park Store at Headquarters building pending approval process.
- (B) Compensation: None. Use of identified facilities provides convenient organizational and operational needs between the Friends Group and the Park.
- (C) Requirements: The following requirements apply to this Pre-Authorization:
 - 1. Rust House may be used for meeting space, activities, and programs with approval from Park Superintendent. Honey Creek SNA is utilized by Friends Group for weekend and special hikes provided to park visitors.
 - 2. Friends Group can access their owned storage container located in the Maintenance Yard.
 - 3. If utilizing Park Store, Park Superintendent will approve area and products. Products may not be in competition with items sold by Park. Friends Group is solely responsible for safety, inventory, collection, and accounting of products.

C.3.02. Pre-Authorized Asset Use (Equipment and Vehicles)

TPWD grants FGRHCI the Pre-authorized Asset use of certain park equipment and/or vehicles. FGRHCI must comply with the following requirements

- (A) Asset Description: With prior approval Friends Group may use a park vehicle for equipment transportation during programs/events and the use of grounds keeping tools.
- (B) Compensation: None. Use of identified items provide convenient organizational and operational needs between the Friends Group and the Park.
- (C) Requirements: The following requirements apply to this Pre-Authorization:
 - 1. Friends Group must receive approval from Park Superintendent or designee.
 - 2. Friends Group must comply with all policies and protocols set by Texas Parks and Wildlife and Guadalupe River State Park; and
 - 3. Park vehicles and equipment will only be utilized within State Park property upon approval of use.

SECTION C.4. PRE-AUTHORIZED PROGRAMS

C.4.01. Applicability of Section

This Section identified the Pre-Authorized activities, events, and projects (referred collectively as "Programs") that are intended to assist the Park in carrying out TPWD's mission. These Programs must be related to and supportive of the facility, property, or program with which FGRHCI is associated with or must further FGRHCI's mission related to the facility, property or program. All Programs must adhere to all applicable Governing Policy and Procedure.

C.4.02. Pre-Authorized Program (Honey Creek State Natural Area Walks)

TPWD grants FGRHCI the Pre-authorization required to undertake weekend and special HCSNA programs. FGRHCI must comply with the following requirements:

- (A) Description: Specialized and weekend walks for visitors.
- (B) Requirements: The following requirements apply to this Pre-Authorization:
 1. Each program will offer prior registration for visitors using park website.
 2. Any changes to date or scope of program will be communicated to Park Superintendent or designee prior for review; and
 3. An updated schedule/content will be provided to the Park Superintendent of weekend and special HCSNA walks.
 4. Standard weekend walks will require visitors to pay park entry fees. Special walks will require an entry fee, unless qualified for a fee waiver, which must be submitted to the Park Superintendent at least one week in advance.

C.4.03. Pre-Authorized Program (Annual Monarch and Friends Program)

TPWD grants FGRHCI the Pre-authorization required to undertake the Annual Pollinator Blitz program. FGRHCI must comply with the following requirements:

- (A) Description: Annual pollinator event executed by the Friends Group with support from Park.
- (B) Requirements: The following requirements apply to this Pre-Authorization:
 1. Enter Special Event Request to Park Manager at least 90 days in advance.

SECTION C.5. PRE-AUTHORIZED FUNDRAISING, SPONSORSHIPS, AND DONATIONS

C.5.00. Applicability of Section

This Section identified the Pre-Authorized fundraising activities, sponsorships, and acceptance of donated money or property in support of an authorized Program that is intended to benefit the Park. All Fundraising, Sponsorships, and Donations must adhere to all Governing Policy and Procedure defined in Section A.2.02.

C.5.01. Pre-Authorized Fundraising (Not applicable at this time.)

C.5.02. Pre-Authorized Sponsorships (Not applicable at this time.)

C.5.03. Pre-Authorized Donations & Donation Box

TPWD grants FGRHCI the Pre-authorization required to undertake the management and collection of donation boxes provided by the Friends Group. FGRHCI must comply with the following requirements:

- (A) Description: Friends Group donation boxes installed in the following locations, Headquarters, Rust House, Mobile Box at Rust House, Savannah Bird Blind, Woodland Bird Blind, and Discovery Center.
- (B) Requirements: The following requirements apply to this Pre-Authorization: Collection and accounting required as outlined in the Park's Site Fiscal Control Plan and the TPWD State Park Fiscal Control Plan. Donation boxes must be in good structural condition at all times.

SECTION C.6. PRE-AUTHORIZED REPRESENTATION, MARKETING, AND LOGO USE

C.6.00. Applicability of Section

This Section identified the Pre-Authorized Logo Use of both TPWD and FGRHCI All authorizations must adhere to all Governing Policy and Procedure defined herein.

C.6.01. Pre-Authorized (FGRSP/HCSNA Website Use)

TPWD grants FGRSP/HCSNA the Pre-authorization required to undertake the State Park Friends Group logo on the Friend Group website.

- (A) Description: Use of the State Park Friends Group logo on the FGRSP/HCSNA website to promote agreement activities and park promotion.
- (B) Requirements: The following requirements apply to this Pre-Authorization: The usage of TPWD logos must be in accordance with Attachment A, Appendix A, as well as the TPWD Logo Use Agreement, and approved by the Park site superintendent or designee.

ATTACHMENT D
GENERAL TERMS AND CONDITIONS

SECTION D.1. OVERVIEW

Section D.1.00. Attachment Overview

This Attachment to the Friends Group Agreement between Texas Parks and Wildlife Department (TPWD) and Friends of Guadalupe River / Honey Creek Inc (FGRHCI OR Friends Group) for Guadalupe River State Park (Park) establishes the General Terms and Conditions that apply to this Agreement’s activities. TPWD and FGRHCI may be individually referred to herein as a “Party” and collectively as “Parties.”

Section D.1.01. Table of Contents

The Sections of this Attachment are as follows:

CONTENTS

SECTION D.1. OVERVIEW.....	1
Section D.1.00. Attachment Overview	1
Section D.1.01. Table of Contents.....	1
SECTION D.2. GENERAL TERMS AND CONDITIONS	2
D.2.00. Applicability of Section	2
D.2.01. Compliance with the Texas Administrative Code	2
D.2.02. Changes in TPWD Law and Policy	2
D.2.03. Park Jurisdiction.....	2
D.2.04. Nature of Agreement.....	2
D.2.05. Dispute Resolution.....	2
D.2.06. Venue and Governing Law	2
D.2.07. Texas Public Information Act	2
D.2.08. Partnership.....	2
D.2.09. Non-Assignability	2
D.2.10. Discrimination.....	2
D.2.11. U.S. Department of Homeland Security’s E-Verify System	2
D.2.12. Indemnification	3
D.2.13. Right to Restrict Access.....	3
D.2.14. Audits/Examinations	3
D.2.15. Termination	3
D.2.16. Agreement Termination or Dissolution of [Acronym]	3
D.2.17. No Preferential Right.....	4
D.2.18. Cultural and/or Paleontological Resources.....	4
D.2.19. Capture	4
D.2.20. Public Hunts	4
D.2.21. Prescribed Fires and Vegetation Manipulation	4
D.2.22. Force Majeure	4
D.2.23. Buy Texas Affirmation	4
D.2.24. Cybersecurity Training	5
D.2.25. Executive Head of a State Agency Affirmation	5
D.2.26. Former Agency Employees.....	5
D.2.27. Dealings with Public Servants Affirmation	5
D.2.28. Debts and Delinquencies Affirmation.....	5
D.2.29. Child Support Obligation Affirmation.....	5
D.2.30. Prohibition on Contracts with Certain Companies	5
D.2.31. Foreign Adversaries	5

SECTION D.2. GENERAL TERMS AND CONDITIONS

D.2.00. Applicability of Section

This Section establishes the general terms and conditions that applies to both TPWD and FGRHCI during the term of this Agreement.

D.2.01. Compliance with the Texas Administrative Code

It is the responsibility of FGRHCI and TPWD to research and comply with the most current version of the rules and regulations set forth in the Texas Administrative Code and any subsequently enacted or revised rules.

D.2.02. Changes in TPWD Law and Policy

FGRHCI shall comply with all laws, regulations, requirements, and guidelines applicable to this Agreement, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of this Agreement. TPWD reserves the right, in its sole discretion, to unilaterally amend this Agreement prior to execution and throughout the term of the Agreement to incorporate any modifications necessary for TPWD's compliance with all applicable state, federal, or agency laws, regulations, requirements, and guidelines.

D.2.03. Park Jurisdiction

The Park will remain under the jurisdiction of TPWD and TPWD will be solely responsible for the Park's administration and management.

D.2.04. Nature of Agreement

FGRHCI and TPWD 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 TPWD to FGRHCI.

D.2.05. Dispute Resolution

In accordance with Chapter 2260 of the Texas Government Code, the Parties shall work together to resolve any disputes relating to this Agreement.

D.2.06. Venue and Governing Law

The laws of the State of Texas shall govern this Agreement. The proper place of venue for suit on or in respect of the Agreement shall be Travis County.

D.2.07. Texas Public Information Act

FGRHCI is responsible for complying with the provisions of Chapter 552 of the Texas Government Code (Texas Public Information Act) and the Attorney General Opinions issued under that statute. Responses to requests for confidential information shall be handled in accordance with the provisions of the Texas Public Information Act.

D.2.08. Partnership

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

D.2.09. Non-Assignability

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

D.2.10. Discrimination

FGRHCI shall comply with all applicable rules, regulations, and laws, including all applicable laws regarding discrimination based on race, color, religious creed, national origin, sex, age, and disability.

D.2.11. U.S. Department of Homeland Security's E-Verify System

In accordance with Executive Order RP-80, issued by the Office of the Governor, FGRHCI must use the Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the Agreement term to perform duties within Texas and all persons (including subcontractors) assigned by FGRHCI to perform work pursuant to this Agreement. This requirement applies only to employees hired between the start of this Agreement and its conclusion.

D.2.12. Indemnification

FGRHCI SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS AND EMPLOYEES, AND TPWD, ITS OFFICERS, EMPLOYEES, AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF FGRHCI OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF FGRHCI IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. FGRHCI SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TPWD.

D.2.13. Right to Restrict Access

TPWD reserves the right to restrict or close any and all trails, Park access, as a result of inclement weather or other conditions which, in the judgment of TPWD, may result in damage to the Park or Park visitors.

D.2.14. Audits/Examinations

TPWD, its Internal Auditors, and the State Auditor's Office or successor agencies shall have the authority at any time during the term of the Agreement and up to seven (7) years after the termination of the Agreement to access, review, examine, audit and investigate all of FGRHCI's books, accounts, reports, correspondence, files, memoranda, and other records. FGRHCI further agrees to cooperate fully with any authorized audit or examination, including providing unrestricted access to all records.

D.2.15. Termination

This Agreement is subject to cancellation, without penalty, either in whole or in part, if:

- a. Termination for Convenience. Each Party shall have the right, without limitation, to terminate this Agreement upon thirty (30) days written notice to the other Party.
- b. Prohibited Excess Obligations. This Agreement is subject to termination or cancellation, without penalty to TPWD, in either whole or in part, subject to the availability of state funds.
- c. Change in Law and Compliance with Laws. If changes in law or TPWD policy render it necessary, TPWD may terminate this Agreement with ten (10) days written notice to FGRHCI.
- d. Inability to Perform. If either Party is unable to carry out its responsibilities under this Agreement by reason of events outside the control of the Party, including but not limited to, natural disaster, civil disturbance, acts of public enemies, acts of the Texas Legislature, or other government actions. The Parties will immediately initiate discussions regarding the impact of these events on the performance of obligations under this Agreement.

D.2.16. Agreement Termination or Dissolution of FGRHCI

Upon termination of this Agreement or upon dissolution of FGRHCI, unless otherwise agreed:

- a. Representation and Logo Use Right: All representation, marketing, trademark, tradename, and logo use rights automatically terminate. FGRHCI must remove all references representing FGRHCI as the Friends Group of Guadalupe River State Park from all marketing, advertisements, websites, and social media.
- b. Public Information Act: Copies of all such records, reports, and files will be furnished to TPWD. FGRHCI recognizes that such records, reports, and files may become subject to the Public Information Act once furnished to TPWD.
- c. Assets: All assets of FGRHCI solicited and received for the benefit of the Park or TPWD will become the property of TPWD, if so desired by TPWD, without consideration therefore. Any funds received by TPWD because of the termination of this Agreement or of a Project Agreement shall be deposited in TPWD's account and to be used exclusively for the development of the Park.
- d. Closeout:

- i. FGRHCI must account for any real and personal property acquired with funds or received through donations.
- ii. FGRHCI must submit, no later than 60 calendar days after the end date of this Agreement, all financial, performance, and other reports as required by the terms and conditions of this Agreement, and any additional documents requested by TPWD. TPWD may approve extensions when requested by FGRHCI.

D.2.17. No Preferential Right

FGRHCI is granted neither a preferential right, nor an exclusive or monopolistic right, to provide public accommodations, facilities, and services in the Park; provided, however, TPWD will not permit duplication of resale products nor direct competition among other concession operations within the Park.

D.2.18. Cultural and/or Paleontological Resources

Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by FGRHCI, or any person working on the FGRHCI's behalf, shall be immediately reported to TPWD and the State Historic Preservation Officer. FGRHCI shall stop all operations in the area of potential effect until written authorization to proceed is issued by TPWD after determination of appropriate actions to prevent the loss of significant cultural, religious, or scientific values.

D.2.19. Capture

It is expressly understood and agreed by FGRHCI that TPWD shall have the right to capture, and to be compensated for, any funds accepted by FGRHCI for the benefit of the TPWD under this Agreement that FGRHCI has not used in strict accordance with the terms and conditions of this Agreement. THIS RECAPTURE PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

D.2.20. Public Hunts

TPWD reserves the use of the surface of the Park for wildlife management purposes and conducting public hunts. During periods of time designated by TPWD for wildlife management activities and public hunts, TPWD will have exclusive use of the surface and may separately permit entry unto the surface or exclude individuals including the FGRHCI from the surface lands designated for wildlife management activities and public hunts.

D.2.21. Prescribed Fires and Vegetation Manipulation

TPWD has the authority to conduct resource management activities including, but not limited to prescribed fires and vegetation manipulation. The TPWD Designee will coordinate the prescribed fires and vegetation manipulation dates and closures with FGRHCI to minimize the impact of FGRHCI's operations.

D.2.22. Force Majeure

Neither **FGRHCI** nor TPWD shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

D.2.23. Buy Texas Affirmation

To the extent applicable and in accordance with Section 2155.4441 of the Texas Government Code, FGRHCI agrees that during the performance of an Agreement for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

D.2.24. Cybersecurity Training

If FGRHCI has access to any state computer system or database, FGRHCI shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with Section 2054.5192 of the Government Code.

D.2.25. Executive Head of a State Agency Affirmation

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, FGRHCI certifies that it is not (1) the executive head of TPWD, (2) a person who at any time during the four years before the date of the Agreement was the executive head of TPWD, or (3) a person who employs a current or former executive head of TPWD.

D.2.26. Former Agency Employees

In accordance with Section 2252.901 of the Texas Government Code, FGRHCI represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Agreement, were former employees of TPWD during the twelve (12) month period immediately prior to the date of execution of the Agreement.

D.2.27. Dealings with Public Servants Affirmation

Pursuant to Section 2155.003 of the Texas Government Code, FGRHCI represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Agreement.

D.2.28. Debts and Delinquencies Affirmation

FGRHCI agrees that any payments due under the Agreement shall be applied towards any debt or delinquency that is owed to the State of Texas.

D.2.29. Child Support Obligation Affirmation

Under Section 231.006 of the Family Code, FGRHCI certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate, agrees that any payments due under the Agreement shall be applied towards any debt or delinquency that is owed to the State of Texas.

D.2.30. Prohibition on Contracts with Certain Companies

Under Section 2252.151-153 of the Texas Government Code, FGRHCI certifies that it is not ineligible to receive the Agreement.

D.2.31. Foreign Adversaries

Pursuant to Executive Order GA-48 of the Governor of Texas, FGRHCI certifies that it, nor its holding companies or subsidiaries (if applicable), is: (a) Listed in Section 889 of the 2019 National Defense Authorization Act; (b) Listed in Section 1260H of the 2021 National Defense Authorization Act; or (c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 CFR Section 791.4; or (d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 CFR Section 791.4.

Friends Group of Guadalupe River_Honey Creek_PE

Final Audit Report

2025-10-03

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