

MEMORANDUM OF UNDERSTANDING BETWEEN  
**LEAGUE CITY LIONS CLUB** and  
GALVESTON COUNTY/GALVESTON COUNTY DEPARTMENT OF PARKS AND  
CULTURAL SERVICES

SUBJECT: License Agreement for Use of Galveston County Parks Department land and facilities more particularly described below (the "LAND/FACILITIES") by League City Lions Club (sometimes referred to herein as "LICENSEE").

1. Purpose: To reduce to writing the agreement between, League City Lions Club and Galveston County/Galveston County Department of Parks and Cultural Services (collectively the "COUNTY") for use of the LAND/FACILITIES for the timeframe of every 2<sup>nd</sup> Thursday beginning March 2026 through December 2026.

The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. LAND/FACILITIES means Walter Hall Park.

3. Revocable License. The COUNTY hereby grants to LICENSEE a revocable license to enter into and upon the LAND/FACILITIES in order to distribute free groceries to the local community.

4. Term. This license shall be for a term beginning March 12<sup>th</sup>, 2026 and ending December 10<sup>th</sup>, 2026.

5. Compensation. Because the Intended Use of the LAND/FACILITIES is for distributing free groceries to the local community, which will benefit the public and constitutes a use of County property for public purposes, the COUNTY provides this license to LICENSEE at no cost.

6. Scope and Stipulations of Activities. The licensed use of the LAND/FACILITIES may include the following:

- A. Placing a refrigerated truck on-site.
- B. Distributing free food to the community.
- C. Handing out information brochures.
- D. Being on-site typically between 8am and 1pm, depending on the delivery of the truck from Galveston Food Bank.
- E. Pick up and dispose of any trash created while in the location.
- F. Indoor banquet hall restroom access is authorized for League City Lions Club members and volunteers only.

- G. Use of Galveston County Parks Department's Plastic folding tables and chairs provided they are returned to their original location with no damage.
- H. Due to the event occurring on a monthly basis, the League City Lions Club is permitted to store pop-up tents and directional signage in a locked room within the indoor banquet hall.

The specific activities that will be conducted pursuant to the license granted by this Memorandum of Understanding will be discussed and agreed to between the COUNTY and LICENSEE's Representative during the walkthrough, described in paragraph 7, below. The COUNTY's representative at the walkthrough will be Martha Lee, Assistant Director of the Department of Parks and Cultural Services or her designee. LICENSEE's Representative and the COUNTY agree that the designated representatives who attend the walkthrough described in paragraph 7 have full authority to speak on behalf of and bind LICENSEE and the COUNTY concerning the subject matter of this agreement.

7. Joint Survey and Inspection: Security Plan. Prior to LICENSEE's use of the LAND/FACILITIES under this license, representatives of LICENSEE and the COUNTY will conduct a joint survey and inspection of the premises to observe the general condition of the buildings or facilities and to discuss any required preparations, the scope of activities, likely repairs by LICENSEE, if any, that may be necessary as a result of LICENSEE's use of the LAND/FACILITIES, and LICENSEE's plan to provide security for its operations and to protect the public or other users of COUNTY land and facilities not covered by this license from harm. LICENSEE will prepare a written memorandum to document the scope of the intended activities, repairs that LICENSEE anticipates it will perform at the conclusion of the event, the results of the joint survey and inspection, and LICENSEE's security plan. Should the COUNTY elect not to participate in the inspection LICENSEE will attach the memorandum to this license. Following conclusion of LICENSEE's use of the LAND/FACILITIES, representatives of LICENSEE and the COUNTY will conduct a second inspection to discuss cleanup and repair issues, if any.

8. Liability.

a. LICENSEE Liability to the COUNTY or Third Parties. LICENSEE is responsible to the COUNTY and any third parties for any injury to persons or damage to property proximately caused by the wrongful or negligent acts or omissions of LICENSEE employees or officers acting within the scope of their employment or office. LICENSEE agrees to return the property to the COUNTY in substantially the same condition it was in prior to the training event, unless otherwise agreed upon. LICENSEE reserves the right to make repairs to the property that would return it to the COUNTY in substantially the same condition that existed at the start of the license. The right to make repairs should not be construed as a modification of LICENSEE's rights and obligations

under applicable law. The COUNTY or injured third parties may recover losses caused as a result of LICENSEE's activities related to its use of the LAND/FACILITIES that are not repaired or compensated for adequately by LICENSEE using other means. In no case will LICENSEE's liability exceed that allowable under applicable law.

b. COUNTY Liability to LICENSEE. The COUNTY is not liable to LICENSEE for damage or destruction of LICENSEE's property or equipment, or injury or death of LICENSEE's personnel, employees or officers. The COUNTY makes no representation that the LAND/FACILITIES is suitable for LICENSEE's contemplated use. LICENSEE's representatives will inspect and evaluate the suitability and safety of the LAND/FACILITIES for the proposed training. LICENSEE acknowledges that these premises covered by this license may contain hazardous conditions.

9. Contract Damages to Property. The COUNTY agrees to notify LICENSEE of any damage to the LAND/FACILITIES, beyond that discussed by the parties, within ten (10) days of the expiration of the period outlined in paragraph 4, above. Failure to notify LICENSEE within the five (5) days constitutes a waiver of such damage claim. LICENSEE agrees to negotiate a settlement within fifteen (15) days of notification of damage. LICENSEE assures the County that currently appropriated funds are available for such purpose.

10. Facsimile. The parties agree that a facsimile of this license bearing the signatures of the parties' representatives is valid for all purposes.

11. Any notice under the terms of this license shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by LICENSEE shall be addressed to the COUNTY at the following address:

Assistant Director, Galveston County Department of Parks and Cultural Services  
County Parks Department  
4102 Main Street  
La Marque, Texas 77568  
Email: [Martha.leet@co.galveston.tx.us](mailto:Martha.leet@co.galveston.tx.us)

and if given by the COUNTY shall be addressed to LEAGUE CITY LIONS CLUB at the following address:

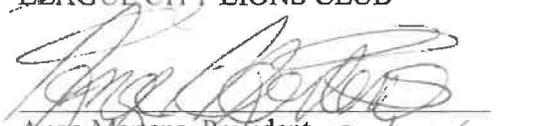
Title: President  
Name: Ange Mertens  
Organization: League City Lions Club  
Address: PO Box 892  
League City, TX 77574

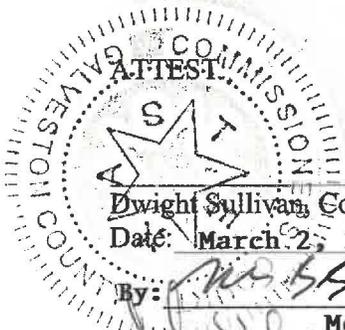
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date written below.

GALVESTON COUNTY

LEAGUE CITY LIONS CLUB

  
Mark A. Henry, County Judge  
Date: March 2, 2026

  
Ange Merens, President  
Date: 2/4/26



Dwight Sullivan, County Clerk  
Date: March 2, 2026

By:   
Melissa A. Childs Deputy  
Martha Lee, Assistant Director  
Galveston County Department of Parks  
and Cultural Services

Date: 2/5/2026