

MEMORANDUM OF UNDERSTANDING BETWEEN
US Army Reserves - HHC 1st Brigade 87th Training Division 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 ~~Crystal Beach Volunteer Fire and Rescue Department~~ (sometimes referred to herein as "LICENSEE") **Striked Licensee below**

1. Purpose: To reduce to writing the agreement between, US Army Reserves - HHC 1st Brigade, 87th Training Division and Galveston County/Galveston County Department of Parks and Cultural Services (collectively the "COUNTY") for use of the LAND/FACILITIES for the dates of January 11th, 2025.

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

2. LAND/FACILITIES means Fort Travis Seashore Park.

3. Revocable License. The COUNTY hereby grants to LICENSEE a revocable license to enter into and upon the LAND/FACILITIES in order to conduct professional development by landing 2 helicopters with 80 soldiers in Fort Travis for improvement of operations.

4. Term. This license shall be for a term beginning January 11th, 2025 and ending January 11th, 2025.

5. Compensation. Because the Intended Use of the LAND/FACILITIES is for operation training 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. Landing military helicopters around 9am (landing sites attached.)
- B. Touring Battery Kimble and Battery 236 with 120 soldiers.
- C. Leaving in military helicopters by 4:30pm.
- D. Park will be closed to the public between 9am and 5pm for this detail.

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 Julie Diaz, 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, under the terms of the Federal Tort Claims Act ("FTCA"), 28 U.S.C. §§ 1346(b), 2671-2680, the Military Claims Act ("MCA"), 10 U.S.C. § 2733, or the Texas Tort Claims Act, Tex. Civil Prac. & Rem. Code chapter 101 ("TTCA"), as appropriate, 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 the FTCA or MCA or TTCA, or other applicable law. The COUNTY or injured third parties may use the FTCA or MCA or TTCA or other law, as applicable, to 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. The FTCA provides a means of recovery for wrongful or negligent acts by personnel, employees and officers of the United States. The MCA provides a means of recovery for damages or injuries by United States military personnel conducting non-combat activities, including training, that are not the result of negligent acts. The TTCA provides a means of recovery or damages for property damage, personal injury or death caused by the wrongful act or commission or the negligence of an employee of a Texas governmental unit. In no case will LICENSEE's liability exceed that allowable under applicable law, including the FTCA, the MCA and the TTCA.

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:

Director, Galveston County Department of Parks and Cultural Services
County Parks Department
4102 Main Street
La Marque, Texas 77568
Email: julie.diaz@co.galveston.tx.us

and if given by the COUNTY shall be addressed to the US Army Reserves - HHC, 1st Brigade, 87th Training Division at the following address:

Title: Major
Name: Joshua Sasaki
Organization: US Army Reserves
Address: 10949 Aerospace Ave, Houston, TX 77034

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

GALVESTON COUNTY

Organization Name: US Army Reserves,
HHC, 1st Brigade, 87th Training Division


Mark A. Henry, County Judge


Joshua Eric N. Sasaki



ATTEST: **Dwight D. Sullivan**
County Clerk

Printed Name: Sasaki, Joshua Eric

By:  Deputy
Brandy Chapman

Title/Rank/Service: Intel OIC/MAJ/Army


Julie Diaz, Director
Galveston County Department of Parks
and Cultural Services

Date: 25 SEP 24

Date: 10/3/24