

MEMORANDUM OF UNDERSTANDING BETWEEN
GALVESTON BAY AREA CHAPTER TEXAS MASTER NATURALISTS 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 Galveston Bay Area Chapter Texas Master Naturalists (sometimes referred to herein as "LICENSEE").

1. Purpose: To reduce to writing the agreement between, Galveston Bay Area Chapter Texas Master Naturalists and Galveston County/Galveston County Department of Parks and Senior Services (collectively the "COUNTY") for use of the LAND/FACILITIES for the dates of 07/06/2026 through 07/06/2028.

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

2. LAND/FACILITIES means Bayside Regional Park.

3. Revocable License. The COUNTY hereby grants to LICENSEE a revocable license to enter into and upon the LAND/FACILITIES in order to plant native flowers and maintain 1 acre of land for natural plants nourishment.

4. Term. This license shall be for a term beginning 07/06/2026 and ending 07/06/2028.

5. Compensation. Because the Intended Use of the LAND/FACILITIES is for beautification and planting of the land 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. Providing labor and materials for growing, planting and maintaining native plants in an approximately one-acre plot designated as Exhibit A. Provide list of plants that could be planted.
- B. Maintaining the area (weeding etc.) unless assistance is requested and coordinated with the COUNTY. The COUNTY will not be conducting any activity within the licensed area unless a request is received. Requests aren't guaranteed approval and will be based on time and funding of the County.
- C. Coordinating with the COUNTY to use earth moving, grading and other heavy equipment owned and operated by the COUNTY. Requests aren't guaranteed approval and will be based on time and funding of the County.

- D. Coordinating and planning with the COUNTY for procurement and handling of materials such as additional soil, mulch, compost is needed for the area. Requests for these materials will be provided to the County by March of each year in order to ensure it is included in the County budget. There is no guarantee that requests made by the LICENSEE will be granted.
- E. Coordinating with the COUNTY for access and use of watering resources, such as access to spigots and/or water tank truck owned and operated by the COUNTY. LICENSEE will provide their own water hoses that can be kept in the maintenance yard.
- F. Utilizing one (1) bay in the maintenance shed and the corner area within the fenced maintenance yard for watering and transplanted plants as designated by the COUNTY.
- G. Coordinating with the COUNTY for herbicide or pesticides application requiring a Licensed Applicator. This service will be provided by the COUNTY.
- H. Coordinating with the COUNTY in regards to grant opportunities. Any grant that the LICENSEE is wanting to apply for at the Bayside Regional Park location must be pre-approved by COUNTY's representative. From there a determination would be made if it will require Commissioners Court approval.
- I. Coordinating with the COUNTY on any improvement requests for the designated area. The COUNTY will not be conducting any improvements within the licensed area or adjacent area unless a request is received. Requests will be reviewed but aren't guaranteed approval and will be based on time and funding of the County.

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, 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: martha.lee@co.galveston.tx.us

and if given by the COUNTY shall be addressed to Galveston Bay Area Chapter Texas Master Naturalists at the following address:

Title: President
Name: Mary Dobberstine
Organization: Galveston Bay Area Chapter, Texas Master Naturalists
Address: 4102 B FM 519
La marque, TX 77568

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

GALVESTON COUNTY

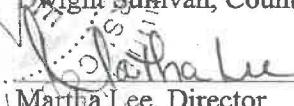
Organization Name: Galveston Bay Area Chapter,
Texas Master Naturalists


Mark A. Henry, County Judge

ATTEST:


By: Melissa Childs Deputy

Dwight Sullivan, County Clerk


Martha Lee, Director

Galveston County Department of Parks
and Cultural Services



Printed Name: Mary Dobberstine

Title/Rank/Service: President

Date: June 12, 2026

Date: July 6th, 2026

