REVOCABLE LICENSE FOR USE OF PROPERTY GRANTED TO U.S. DEPARTMENT OF VETERANS AFFAIRS BY

Readjustment Counseling Service Houston Southwest Vet Center #710

THIS LICENSE is entered by and between Brazoria County Veterans Service Office (VSO) ("Licensor") and the U.S. DEPARTMENT OF VETERANS AFFAIRS ("Licensee") to permit Licensee to use a portion of Licensor's property located at 451 N. Velasco St., Suite 120, Angleton, TX 77515 (the "Premises"), as more fully described in Paragraph 1 below. The Licensor and Licensee are collectively referred to in the License as "Parties" and severally, as a "Party."

1. <u>Use</u>. Licensor hereby grants to Licensee, a License to enter upon and use the Premises, and the right of ingress and egress to and from the Premises, subject to the terms and conditions herein, for the purpose of providing eligible Veterans and their families no cost readjustment counseling services and case management support, i.e. family counseling, substance abuse, housing assistance, employment referrals, etc. The Premises shall consist of an onsite office, one day a week, on Fridays 8:00am to 4:30 pm .

Licensor agrees to issue this license in an effort to implement its commitment to work with the Licensee to help eligible veterans and their family members receive supportive readjustment counseling and benefits assistance, i.e. employment referrals, referrals for health care, etc.

Licensor agrees it is responsible for maintaining the Premises that the Licensee will use during the term of the License, as provided in Paragraph 2 below. During the term of the License, the Licensee shall not make any improvements or modifications to the Premises.

- 2. <u>Term.</u> This License shall commence on 1/1/2025 (the "Effective Date") and shall expire on 1/31/2030; no later than five years) from such Effective Date. This License may be revoked at will at any time by the Licensor upon advance notice within 30 calendar days, pursuant to the notification terms of Paragraph 10 of this License. Licensee may end its use of the Premises under this License at any time and notify the Licensor accordingly.
 - 3. <u>Costs and Fees</u>. Licensee shall pay no costs or fees for its use of the Premises.
- 4. <u>Conditions Applicable to License</u>. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions, and rights of way with respect to the Premises, whether or not of record. To the best of the Licensor's knowledge, Licensor is possessed of the right to grant this License and there currently exists no condition that would adversely affect the Licensee's ability to use the Premises for the purposes described herein. While on Licensor's property, Licensee shall comply with applicable Licensor policies and rules, including required health and safety measures and restrictions on smoking, alcohol, controlled substances, and weapons.

- 5. <u>No Transfer or Assignment.</u> Neither Party may assign its rights under this License to any other person or entity, except and to the extent the Parties in their respective sole discretion may otherwise agree in writing. Any attempt to transfer or assign this License shall be grounds for immediate revocation.
- 6. <u>Permits and Regulations.</u> Licensor shall be responsible for securing any required approvals, permits, and authorizations for the Premises from any federal, state or local agencies and shall comply with all applicable laws and regulations with respect to the physical condition of the Premises.
- 7. <u>No Interference.</u> During the term of the License, neither Party shall interfere with the other Party's normal operations and activities. Both Parties shall conduct their respective activities in a manner to minimize risk of injury or inconvenience to the other Party's employees, students, agents, and invitees, or damage to the Premises.
- 8. <u>No Partnership or Joint Venture.</u> This License does not create a partnership or joint venture between Licensor and Licensee, nor shall it be construed to mean that either Party agrees to assume liability for the acts or omission of the other Party. Nothing herein shall be construed to mean that any employee of Licensee is an agent or employee of Licensor.
- 9. <u>Severability.</u> If any provision of this License shall be held to be invalid or unenforceable for any reason, (i) the remaining provisions shall continue to be valid and enforceable; or (ii) if by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 10. <u>Notice.</u> All notices and communications given under this License shall be provided as follows:

If to Licensor:

Brazoria County Veterans Service Office (VSO) Sonya T. Broadway 979-864-1289 sonyab@brazoriacountytx.gov

If to Licensee:

U.S. Department of Veterans Affairs, Readjustment Counseling Service Andrea L. Tanner, EdD, LMFT, LPC, LADC 713-523-0884 andrea.tanner@va.gov

- 11. <u>Liability</u>. The liability, if any, of the Licensee for property damage, or personal injury or death, arising from Licensee's use of the Premises, shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 1346(b)(1), 2671-2680).
- 12. <u>Insurance.</u> The Parties recognize and agree that the Licensee is an entity of the United States Federal Government and is thereby a self-insured entity.

- 13. <u>Valid License and Authorization to Enter into License</u>. The Parties hereto represent and warrant that this License is validly entered, and that the persons signing below are authorized to enter in this License on behalf of the Party hereto represented by such person. No alteration or variation of this License shall be valid unless made in writing and signed by Licensor and Licensee.
- 14. <u>Counterparts.</u> This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this License the day and year first above written.

LICENSOR:	
By: L.M. "Matt" Sebesta, Jr.	
By (Sign)	
Its: County Judge	
LICENSEE:	
U.S. Department of Veterans Affairs, Readjustment Counseling Service	
By: Vet Center Director, Andrea L. Tanner, EdD, LMFT, LPC, LADC	
Digitally signed by ANDREA	
ANDREA TANNER TANNER	
By (Sign) Dt as 2 300.8:1 0: 3: 06 00 '	
By: Deputy District Director, Kelly M. Tyner, PhD, LMFT-S By (Sign)	
CERTIFICATION OF AUTHORIZATION	
I, Sonya Broadway, certify that I am the VSO of Brazoria County Veteran's Service Office in the license and that I am duly authorized to sign for and on behalf of Brazoria Coun of its governing body, and am acting within the scope of its corporate powers.	
BY:	
Name: Sonya T. Broadway	
Signature:	
Title: VSO	

READJUSTMENT COUNSELING SERVICE NO COST REVOCABLE LICENSE DATA TRACKING FORM

General	
VISN/NCO	19
District	4
Zone	2
Vet Center Number	710
Vet Center Name	Houston Southwest Vet Center
Total Square Footage	
Start/Signed Date	2/1/2025
Expiration Date	1/31/2030
Licensee CAP Address	451 N. Velasco St., Suite 120, Angleton, TX 77515
Licensor	
Licensor Business Name	Brazoria County Veteran's Office
Address	451 N. Velasco St., Suite 120, Angleton, TX 77515
POC Name	Sonya T. Broadway
Phone Number	979-864-1289
Email	sonyab@brazoriacountytx.gov
Notes/Comments	
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