

**REVOCABLE LICENSE FOR USE OF PREMISES
GRANTED TO
U.S. DEPARTMENT OF VETERANS AFFAIRS
BY
Readjustment Counseling Service
Arlington Vet Center
#732**

THIS LICENSE is entered by and between THE CITY OF LEWISVILLE ("Licensor") and the U.S. DEPARTMENT OF VETERANS AFFAIRS ("Licensee") to permit Licensee to use a portion of Licensor's property located at 1950 S. Valley Parkway, Lewisville, TX 75067 (the "Premises"), as more fully described in Paragraph 1 below. Licensor and Licensee are collectively referred to in the License as "Parties" and severally, as a "Party."

1. Use. 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 a reserved, private conference room, minimum 144 square feet, on the third Friday of the month from 10:00 AM to 1:00 PM. Dates and times may be adjusted based on need and availability of both parties with at least 24 hours advanced notification of any changes.

Licensor agrees to issue this License in an effort to implement its commitment to work with the Licensee to help eligible war 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 Licensee will use during the term of the License, as provided in Paragraph 2 below.

In permitting the use of the Premises, Licensor does not relinquish control or custody thereof and hereby specifically retains the right to enforce any and all laws, rules, policies, and regulations applicable thereto and to inspect the Premises at any time to ensure compliance with this License and all laws, rules, policies, and regulations applicable thereto.

2. Term. This License shall commence the date of the last signature (the "Effective Date") and shall expire no later than 60 months from such Effective Date. This License may be revoked at will at any time by 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 Licensor accordingly.

3. Costs and Fees. Licensee shall pay no costs or fees for its use of the Premises.

4. Conditions Applicable to License. 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 Licensor's knowledge, Licensor is possessed of the right to grant this License and there currently exists no condition that would adversely

affect Licensee's ability to use the Premises for the purposes described herein. While on Licensors property, Licensee shall comply with applicable Licensors policies and rules, including required health and safety measures and restrictions on smoking, alcohol, controlled substances, and weapons.

5. No Transfer or Assignment. 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. Permits and Regulations. Licensors 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. No Interference. 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. No Partnership or Joint Venture. This License does not create a partnership or joint venture between Licensors 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 Licensors.

9. Severability. 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. Notice. All notices and communications given under this License shall be provided as follows:

If to Licensors:

Stacie Anaya
972.219.3550
sanaya@cityoflewsville.com

If to Licensee:

U.S. Department of Veterans Affairs, Readjustment Counseling Service
Joel Chaverri, Director, Arlington Vet Center
817-274-0981
joel.chaverri@va.gov

11. **INDEMNIFICATION.** LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD LICENSOR, ITS OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED

BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY LICENSEE'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY LICENSEE, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, SUBCONTRACTORS OR PARTICIPATING VETERANS, IN THE PERFORMANCE OF THIS LICENSE; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF LICENSOR, ITS OFFICERS, AGENTS, VOLUNTEERS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF LICENSEE AND LICENSOR, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO LICENSOR UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND LICENSOR'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO LICENSEE'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

12. Liability. The liability, if any, of 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).

The Parties agree that Licensor has not waived its governmental immunity by entering into and performing its obligations under this License.

13. Insurance. The Parties recognize and agree that the Licensee is an entity of the United States Federal Government and is thereby a self-insured entity.

14. Valid License and Authorization to Enter into License. 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.

15. Supersedes Previous Agreement. This License supersedes and terminates the Memorandum of Agreement between the City of Lewisville and Readjustment Counseling Service Vet Centers, U.S. Department of Veterans Affairs, approved by the Lewisville City Council on July 3, 2023.

16. Governing Law and Venue. This License is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this License is in Denton County, Texas.

17. Counterparts. 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 below written.

LICENSOR:

By: Claire Powell

By (Sign) _____

Its: City Manager

Date _____

LICENSEE:

U.S. Department of Veterans Affairs, Readjustment Counseling Service

By: Vet Center Director

By (Sign) _____

Date _____

By: Deputy District Director

By (Sign) _____

Date _____

CERTIFICATION OF AUTHORIZATION

I, Claire Powell, certify that I am the City Manager of the City of Lewisville named as Licensor in the License and that I am duly authorized to sign for and on behalf of the City of Lewisville by authority of its governing body, and am acting within the scope of its corporate powers.

BY: Name: Claire Powell

Signature: _____

Title: City Manager

CERTIFICATION OF AUTHORIZATION

I, Joel Chaverri, certify that I am the Vet Center Director of Arlington Vet Center named as Licensee in the License and that I am duly authorized to sign for and on behalf of Department of Veterans Affairs by authority of its governing body, and am acting within the scope of its corporate powers.

BY: Name: Joel Chaverri

Signature: _____

Title: Vet Center Director

READJUSTMENT COUNSELING SERVICE
NO COST REVOCABLE LICENSE DATA TRACKING FORM

General	
VISN/NCO	17
District	4
Zone	2
Vet Center Number	732
Vet Center Name	Arlington Vet Center
Total Square Footage	144
Start/Signed Date	
Expiration Date	
Licensee CAP Address	1950 S. Valley Parkway, Lewisville, TX 75067
Licensor	
Licensor Business Name	THE CITY OF LEWISVILLE - THRIVE
Address	1950 S. Valley Parkway, Lewisville, TX 75067
POC Name	Stacie Anaya
Phone Number	972.219.3550
Email	sanaya@cityoflewisville.com
Notes/Comments	