

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

The City of North Port  
4970 City Hall Blvd  
North Port, Fl. 34286  
941-429 ext.7212

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THIS LICENSE is entered by and between The City of North Port ("Licensor") and the U.S. DEPARTMENT OF VETERANS AFFAIRS ("Licensee") to permit Licensee to use a portion of Licensor's property located at 6919 Outreach Way, North Port, Fl. 34287 (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. 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 1 office space, with tables and chairs to allow for provision of confidential counseling services to be provided to Veterans residing within the area.

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 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. Term. This License shall commence on 2023 (the "Effective Date") and shall expire 2024; no later than One year from such Effective Date ("Initial term"). Upon the expiration of the Initial term, and unless otherwise terminated, this Agreement shall automatically renew for additional one-year terms. ("Renewal Terms"). 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. 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 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. 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. 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. 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 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. 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 Licensor: Janet Carrillo  
Social Services Manager  
Social Services Division  
City of North Port  
941-286-4826 (cell)

If to Licensee:  
U.S. Department of Veterans Affairs, Readjustment Counseling Service  
Edward Fossum  
727-398-6661  
Edward.fossum@va.gov

11. Liability. 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. 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.

13. 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.

14. 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 first above written.

**LICENSOR:**

By: City of North Port, Florida

By (Sign) \_\_\_\_\_  
Its: Mayor

**LICENSEE:**

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

By: Vet Center Director

By (Sign) \_\_\_\_\_

By: Deputy District Director

By (Sign) \_\_\_\_\_

**CERTIFICATION OF AUTHORIZATION**

I, Enter name, certify that I am the Mayor of the City of North Port, Florida named as Licensor in the license and that I am duly authorized to sign for and on behalf of the City of North Port, Florida by authority of its governing body, and am acting within the scope of its corporate powers.

BY:

Name: Enter name

Signature: \_\_\_\_\_

Title: Mayor

READJUSTMENT COUNSELING SERVICE  
NO COST REVOCALBE LICENSE DATA TRACKING FORM

General	
VISN/NCO	
District	
Zone	
Vet Center Number	
Vet Center Name	
Total Square Footage	
Start/Signed Date	
Expiration Date	
Licensee CAP Address	
Licensors	
Licensors Business Name	
Address	
POC Name	
Phone Number	
Email	
Notes/Comments	