

Exhibit “A”

LICENSE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This LICENSE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (this "Agreement") is made effective on November ____, 2017 by and between the Clara Maass Medical Center (hereinafter, "CMMC"), located at One Clara Maass Drive, Belleville, New Jersey 07109 and the Township of West Orange (hereinafter the "Township"), located at 66 Main Street., West Orange, New Jersey 07052. CMMC and the Township are sometimes individually referred to as "Party" and collectively referred to as the "Parties".

WHEREAS, CMMC desires to utilize certain space within the West Orange Police Department offices and facilities as part of their Crisis Intervention Program; and

WHEREAS, the Township agrees to allow CMMC to utilize certain space at the West Orange Police Department substation located at the P.O. Timothy C. Groves Watching Heights Community Police Substation, 92 Washington Street, West Orange, New Jersey 07052 (the "Substation").

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, CMMC and the Township hereby agree as follows;

TERMS

1. License. The Township agrees to allow CMMC to utilize space at the Substation for the sole purpose of operating CMMC's Crisis Intervention Program. This License shall operate on a month to month basis until and unless either party issues a Notice of Termination on ten (10) days notice. CMMC agrees that its use of the licensed space at the Substation will not disrupt and/or interfere with any West Orange Police Department operations at the Substation.

2. Confidentiality and Non-Disclosure. CMMC agrees that its agents, employees, and/or representatives utilizing the space at the Substation shall not disclose or discuss anything observed or heard related to the West Orange Police Department, including, but not limited to: (i) any information regarding any West Orange Police investigations; (ii) any communications between employees of the West Orange Police Department; and (iii) communications between an employee of the West Orange Police Department and any third parties. Should CMMC, its agents, its employees, and/or its representatives be served a subpoena or order from a court or administrative body of competent jurisdiction seeking disclosure of any information related to communications or observations related to the West Orange Police Department, CMMC shall promptly tender notice of same to the Township.

3. Indemnification and Hold Harmless. CMMC shall fully defend, indemnify, and hold harmless the Township from any and all claims, lawsuits, damages, losses, expenses, demands, causes of action, liability, loss, and/or injury arising from CMMC's use space at the West Orange Police Department Substation and CMMC's operation of its Crisis Intervention Program within the Township, including but not limited to personal injury and/or property damage arising out of the CMMC's operation of its Crisis Intervention Program.

4. Fee and Insurance. No fee shall be due from CMMC to the Township for use of the space at the Substation. CMMC agrees to maintain public liability insurance naming the Township as named insured in an amount not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate. The license shall not be effective until the Township receives the required proof of insurance. Any failure to timely renew the required insurance shall be deemed a default of this agreement subject to immediate termination.

5. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the actual power, right, and authority to make this Agreement and bind each respective Party.

6. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

7. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

8. Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

9. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statement or agreements between the Parties related to such matters.

10. Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or

unenforceable, but that 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. The intent of the Parties is to provide as broad an indemnification as possible under New Jersey law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under New Jersey law.

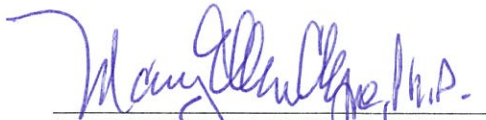
11. Applicable Law. This Agreement shall be governed exclusively by the laws of New Jersey, without regard to conflict of law provisions.

12. Exclusive Venue and Jurisdiction. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the Superior Court of New Jersey, Law Division. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

13. Signatures. This Agreement shall be signed on behalf of CMMC by Mary Ellen Clyne, Ph.D., President and CEO, and on behalf of Township of West Orange Mayor Robert D. Parisi and effective as of the date first written above.

CLARA MAASS MEDICAL CENTER

TOWNSHIP OF WEST ORANGE



MARY ELLEN CLYNE, PH.D.
President and CEO

ROBERT D. PARISI
Mayor for the Township of West Orange



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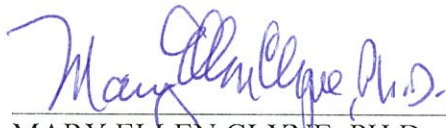
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President and CEO

ROBERT D. PARISI
Mayor for the Township of West Orange