

LICENSE AGREEMENT
CITY OF HYATTSVILLE
AND
SHP MANAGEMENT CORP.

THIS LICENSE AGREEMENT ("Agreement") made and entered into this 21st day of December 2021, by and between the City of Hyattsville (the "City"), a municipality of the State of Maryland and SHP Management Corp. ("Licensor").

WHEREAS, the City launched the City of Hyattsville Police Department ("HCPD") Mental Wellness Check-in Initiative ("HCPD MWCI"), which is operated by HCPD, under which the City will provide certain mental health services to all police department staff and partner agencies;

WHEREAS, the City desires to use an office, located in the Friendship Arms Apartment building, 5805 42nd Avenue, Hyattsville, Maryland, which is owned and operated by Licensor and more particularly described in Exhibit A, (the "Premises"), for the purposes of conducting meetings between the HCPD MWCI participants and mental health practitioners, pursuant to the HCPD MWCI; and

WHEREAS, Licensor agrees to provide the HCPD MWCI participants with twenty-four seven access to the Premises.

NOW, THEREFORE, for and in consideration of the use of the Premises and mutual agreements hereinafter set out, the parties hereto agree as follows:

1. RESPONSIBILITIES OF LICENSOR. The City and its agents shall be permitted to access to the Premises and to use the Premises, at any time, from December 21, 2021, through December 31, 2023, for the purpose of conducting meetings between HCPD MWCI participants and mental health practitioners under the HCPD MWCI. Licensor

agrees to provide the HCPD MWCI participants with access that will sufficiently enable the participants to access the Premises, including, three electronic key fobs to enable the participants to access the Friendship Arms Apartment building and keys to enter the Premises.

2. RESPONSIBILITIES OF THE CITY. The City agrees to furnish the Premises, utilize its own internet service, to the extent it is required for the HCPD MWCI. The City shall be responsible for maintaining the overall cleanliness of the Premises.

3. PAYMENT. Licensor agrees to provide the Premises to the City at no charge, excepting any claim for indemnification pursuant to the terms set forth in Section 6.

4. NOTICE. Any required notices or other communications under this MOU shall be in writing and personally delivered, mailed, delivered by a reputable overnight delivery service, or emailed. Notice via email may be considered official notice only if the receiving Party acknowledges receipt via return email or email read receipt. Notices shall be addressed as follows:

To Licensor:

Phone: _____

Email:-----

To the City:

Phone: _____

Email:-----

4.1 Either party may change the person or address for notices by written notice to the other party.

4.2 Notices shall be deemed given when received or three (3) business days after the notice is deposited, properly addressed and postage prepaid, in the United States mail or one (1) business day after the notice is sent by a reputable overnight mail delivery service (such as, but not limited to, FedEx or UPS).

5. TERMINATION. Either Party may terminate this Agreement prior to the expiration of the initial term of this Agreement by giving no less than thirty (30) days written notice to the other Party of their intentions to terminate this MOU on a date specified in the notice.

6. INDEMNIFICATION. The City and the Licensor agree to indemnify and hold one another, including their agents, employees, and elected officials, harmless from and against any claim for loss, personal injury, and/or damage that may be suffered as a result of each party's own negligence, willful misconduct or gross negligence in the performance of the services herein or for any failure to perform the obligations of this Agreement, including, but not limited to, reasonable attorneys' fees and any other costs incurred by each Party, in defending any such claim. The City's liability shall be subject to and limited by the provisions, types of liability, notice requirements and maximum amounts established under the Maryland Local Government Tort Claims Act, Section 5-301, *et seq.*, Courts and Judicial Proceedings Article, Annotated Code of Maryland, as amended.

7. **INSURANCE.**

7.1 During the term of this Agreement, the City agrees to maintain commercial general liability insurance in a minimum amount of **Five Hundred Thousand Dollars** (\$500,000.00) per occurrence and **One Million Dollars** (\$1,000,000.00), in the aggregate.

7.2 During the term of this Agreement, Licensor agrees to maintain general liability insurance in a minimum amount of _____ (\$ _____, per occurrence and _____ (\$ _____, in the aggregate.

8. **GOVERNING LAW.** This Agreement shall be deemed to have been made and entered into in Maryland and shall be interpreted and construed in accordance with the laws of the State of Maryland.

9. **ENTIRE AGREEMENT, MODIFICATION AND CHANGES.** This Agreement contains all the terms, conditions and understandings agreed upon by the parties and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. Nothing contained in this Agreement shall constitute or be considered to be or to establish a partnership or joint venture between Licensor and the City. There shall be no modifications of this Agreement except as are in writing, signed and dated by both parties. Neither party hereto shall assign or transfer all or any part of the Agreement or any interest therein except on the written consent of the other party or as otherwise provided by this Agreement. This Agreement may be executed electronically and in counterparts, each copy of which shall constitute an original document. Executed copies hereof may be delivered by email and, upon receipt, will be

deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

10. NO LEASE RIGHTS. Nothing contained in this Agreement shall be construed by the parties to constitute a lease to City of any particular or specific portion of the Premises, and it is agreed by the parties that insofar as City may or shall use any portion of said Premises, it does so as a licensee only, and the Licensor shall, at all times, have full and free access to the same.

11. NON-DISCRIMINATION AND COMPLIANCE WITH APPLICABLE LAW. The Parties agree that neither party shall unlawfully discriminate against any person on the basis of the person's race, color, religion, age, sex, sexual orientation, ancestry or national origin, physical or mental disability, marital status genetic information, political affiliation, and gender identity or expression. The Parties also agree to comply with all applicable federal, state, county, and city laws, regulations, or ordinances.

12. VALIDITY AND CHANGE OF LAWS. If there is a change in any law, regulation or rule, state or federal, which affects this agreement or the activities of either party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's business operations or its rights or obligations under this Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of forty-five (45) days after the date of the notice seeking renegotiation or the effective date of the change, or if the change is effective immediately,

then either party may immediately terminate this Agreement by written notice to the other party. If at any time either party reasonably believes in good faith based upon an opinion of reputable health care counsel that this Agreement or the performance by that party of any of its obligations under this Agreement violates any law or regulation, state or federal, or could result in the loss or restriction of that party's license or that party's right to participate in Medicare, Medicaid or any other governmental program, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within forty-five (45) days after the date of the notice seeking renegotiation, then either party may immediately terminate this Agreement by written notice to the other party.

[The remainder of this page is intentionally left blank-signature page follows]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at the
time and place first hereinabove written.

The City:

By: _____

Date: _ _ _ _ _

Name: _____

Title: _____

Licensor:

By: _____

Date: _ _ _ _ _

Name: _ _ _ _ _

Title: _____