

LICENSE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
WHEATON VOLUNTEER RESCUE SQUAD INC.

DATE: 05-02-2016

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License"), made this 2nd day of May, 2016, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "County") and WHEATON VOLUNTEER RESCUE SQUAD, INC., (the "Licensor"), (the County and the Licensor together the "Parties").

WITNESSETH:

WHEREAS, the Licensor and the County share an ownership interest in the property located at 2400 Arcola Ave., Wheaton, Maryland, and;

WHEREAS, the County's Wheaton Library was closed March 2016 and the County is constructing a new Wheaton Public Library and Community Center, and;

WHEREAS, the County desires to temporarily locate the Wheaton Library for the public to access library materials during the period of time until the new Wheaton Library and Community Center are constructed and open.

WHEREAS, the Licensor, owns the facility from which the Licensor operates the Wheaton Volunteer Rescue Squad located at 2400 Arcola Ave., Wheaton Maryland, and the Licensor desires to provide space in the facility for the purpose of providing a temporary library for the County and;

WHEREAS, the County has agreed to enter into a License with the Licensor to provide space for a temporary library and;

In consideration of the covenants contained in this License, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties mutually agree as follows:

1. LICENSED PREMISES: The Licensor does hereby grant the County the privilege, license and right to use approximately 6693 square feet of floor space at 2400

Arcola Ave. Wheaton Maryland located on the second floor including the ground floor lobby and elevator leading to the second floor as shown cross-hatched on EXHIBIT A (the "Licensed Premises"), which is attached to this License.

2. LICENSE TERM: The License term shall commence May 2, 2016 and shall terminate May 2, 2018 ("License Term").

3. EARLY TERMINATION: It is agreed that the County may only terminate this License at any time after the first year of the License Term or any extension of the Licensed Term by the County giving, thirty (30) days written notice of the termination. The Licensor is under no obligation to provide alternate space for the County and is not responsible for any moving costs or any expenses incurred by the County to relocate or move whether such move or relocation is the result of termination or any other reason.

4. LICENSE FEE: In consideration of services provided by the Licensor and upon execution as set forth in this License the County shall pay a License fee to Wheaton Volunteer Rescue Squad Inc. a one-time fee in the amount of \$364,447.70 (Three Hundred Sixty ^{FOUR} ~~Nine~~ Thousand, ^{FOUR} ~~One~~ Hundred ^{FORTY SEVEN} ~~Sixty Nine~~ Dollars and ^{SEVENTY} ~~Fifty~~ Cents) payable by check to: Wheaton Volunteer Rescue Squad, Inc., 2400 Arcola Avenue Wheaton, Maryland. The Licensor and County, by mutual written agreement may extend the License Agreement for month-to-month tenancy. Monthly payment for month 25 and beyond shall be Seventeen Thousand Nine Hundred Fifty Two Dollars (\$17,952.00) .

5. USE OF LICENSED PREMISES: The County covenants and agrees that the Licensed Premises shall be used for the exclusive purpose of a temporary library. The County agrees to honor the Right of Entry Agreement for Early Voting Center dated December 23, 2015 between the Licensor and the Montgomery County Board of Elections and will grant use of the licensed premises for use as an early voting center from 8:00 a.m. on October 26, 2016 until 12:00pm on November 4, 2016. The County and the Licensor have agreed that the County's License fee is discounted a pro-rated amount of \$4,721.80 for the ten-day time period when the temporary library is closed and the Licensed Premises is being used an early voting center. This discount of \$4,721.80 is reflected in the License fee. Licensor agrees to ensure compliance with all licensing and

operational requirements regulating the use of the Licensed Premises as a public library . The Licensor shall allow the County at no additional cost, use of the conference room for up to 12, 3-hour uses for each year of the License Term. Meetings in the conference room shall be scheduled at least 90 days in advance. The County shall be responsible for obtaining all licenses and certifications required by State, Federal, and County law to operate a public library. Failure to obtain and maintain any certifications and licenses required under State, Federal, or Local law will constitute a breach of this License. The County will use and occupy the Licensed Premises during the License Term for no purpose other than the use as a temporary library. The County's library hours of operation are as follows; Monday through Thursday 9:00am to 9:00pm, Friday and Saturday 10:00am to 6:00pm and Sunday 1:00pm to 5:00pm.

6. ASSIGNMENT: The County shall not assign, transfer, mortgage or otherwise encumber this License or sublet or rent (or permit a third party to occupy or use) the Licensed Premises or any part of the Licensed Premises.

7. CONDITION OF LICENSED PREMISES: The County accepts the Licensed Premises in "as is" condition. The County agrees to maintain the Licensed Premises in good condition and free of clutter throughout the License Term. The County acknowledges and agrees that at the end of the License Term, the Licensed Premises will be returned repainted with replacement carpet throughout the area shown on Exhibit "A".

8. ALTERATIONS AND IMPROVEMENTS:

A. The County shall not undertake any alterations, changes or improvements to the Licensed Premises without the prior written consent of the Licensor. Once the Licensor's consent has been obtained, the County shall be responsible for the acquisition of any and all necessary permits and for the observance of all building and zoning ordinances and regulations then in effect. Failure to adhere to any previously approved plans, applicable ordinances or regulations shall be deemed to be a breach of this License.

9. LIENS: The County shall not do or suffer anything to be done whereby the Licensed Premises shall be encumbered by any lien, including mechanic's liens. The County expressly covenants and agrees that it will, during the term hereof, within sixty (60) days after the filing thereof, promptly remove or release, by the posting of a bond or otherwise, as required or permitted by law, any lien attached to or upon the Licensed

Premises or any portion thereof by reason of or any act or omission on the part of the County, and hereby expressly agrees to save and hold harmless the Licensor from and against any such lien or claim of lien. In the event any such lien does attach, or any claim of lien is made against said Licensed Premises, and shall not be released within said sixty (60) day period, the Licensor, in its sole discretion (but nothing herein contained shall be construed as requiring it so to do), may pay and discharge the said lien and relieve the Licensed Premises from any such lien, and the County agrees to pay and reimburse the Licensor upon demand for or on account of any expense which may be incurred by the Licensor in discharging such lien or claim.

10. SERVICES AND OPERATING EXPENSES:

A. By Licensor: The Licensor agrees to provide within the Licensed Premises, at the Licensor's sole cost and expense the services listed below. All such services shall be provided and performed at the same level and manner as provided in commercially serviced properties.

- i. All repair and maintenance in the Licensed Premises.
- ii. Repair, replacement and preventive maintenance of HVAC, electrical and plumbing systems.
- iii. Major structural repairs.
- iv. Maintenance and repair to the exterior of the Licensed Premises including painting, roofing and gutters, including gutter cleaning.
- v. Utilities, including electric, gas, fuel oil and water.

B. By County: The County agrees to provide within the Licensed Premises, at County's sole cost and expense the services set forth below.

- i. All custodial, janitorial and recycling services in the Licensed Premises.
- ii. Telephone and internet services.

- iii. All exterior signage to direct library patrons for parking in designated areas.

- iv. General maintenance, including but not limited to interior and exterior window cleaning, lawn maintenance including grass mowing; general grounds keeping including mulching, trimming of shrubbery and trees, but excluding flower bed maintenance, snow and ice removal from sidewalks and parking lots adjacent to the Licensed Premises, from parking areas and driveway; gutter cleaning; light bulb replacement; carpet cleaning and repair; and maintenance required for code compliance.

- v. The County shall not proceed with or use any unusual or hazardous materials in the performance of these requirements without consent of the Licensor.

- vi. Notwithstanding the obligations of the County regarding certain maintenance, the County will be responsible for damage to the structure, grounds or contents of the Licensed Premises due to the willful or negligent acts of the County, County's employees, , or agents. In the event of such damage, the County shall immediately make the necessary repairs or replacement to the satisfaction of the Licensor, at County's sole cost and expense or the Licensor shall make such repairs or replacements for which County shall promptly reimburse the Licensor.

- vii. The County, at County expense shall transport and store the Licensor's tables, dance floor, and chairs off site and return them in the same condition at the end of tenancy.

A summary of such repairs shall be transmitted quarterly to the Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850, Attention: Director of Real Estate.

11. FURNITURE, FIXTURES AND EQUIPMENT: At the termination of this License, the County must deliver to the Licensor the Licensed Premises in good, clean condition, reasonable wear and tear excepted. All items which are attached to the Licensed Premises, or are a part of the Licensed Premises systems at the time the Licensed Premises is delivered to Licensor, shall remain with the Licensed Premises. Any personal property remaining within the Licensed Premises after termination of the License Term shall become property of the Licensor. The Licensor shall dispose of any such property in the manner it deems appropriate.

12. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

A. Insurance Requirements:

i. Licensor agrees to obtain and maintain, during the full term of this License, and any extension thereof, a policy of general liability insurance with a minimum limit of liability of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) for bodily injury and property damage including Contractual Liability, Premises and Operations, Independent Contractors, Personal Injury issued by an insurance company licensed in the State of Maryland and acceptable to the County.

ii. Licensor agrees to obtain and maintain, during the full term of this License, and any extension thereof, a policy of Automobile Liability Coverage with a minimum limit of liability of One Million Dollars (\$1,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including owned automobiles, hired automobiles and non-owned automobiles.

iii. Licensor agrees to obtain and maintain, an All-Risks Property Policy during the License term and any renewal terms to protect the full replacement value of all interests of the Licensor. Any deductibles under this policy shall be funded by the

Licensor. The County does not provide any coverage for Licensor's owned contents and improvements to the Licensed Premises.

B. Additional Insured: The Licensor's Liability Policies must list Montgomery County, Maryland as an additional insured and all insurance policies obtained by the Licensor as required by this License Agreement must provide that the Licensor will give the County written notice of amendment, cancellation, termination or non-renewal, no later than forty-five (45) days prior to amendment, cancellation, termination or non-renewal. The Licensor must provide on an annual basis evidence that is satisfactory to the County of the insurance coverages required under this License Agreement and if requested copies of policies.

C. Certificate of Insurance: The Licensor must, within forty-five (45) days from execution of this License Agreement or County's occupancy, deliver to the County a certificate(s) of insurance and copy of policies evidencing the coverages required under this License Agreement. The certificates must be issued to: Montgomery County, Maryland, Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850. Licensor has the obligation to assure that the County always has a valid Certificate of Insurance and complete copies of the policies.

D. Subrogation: If a casualty or other occurrence which should be covered by the insurance required by this License Agreement occurs, the Licensor must look solely to its insurer for reimbursement and the Licensor must ensure that such insurance is so written that the Licensor's insurer waives all rights of subrogation and shall have no cause of action against the County, its agents, or employees as a result of such casualty or occurrence. The Licensor waives and releases all right of recovery which it might otherwise have against the County or its agents or employees by reason of any loss or damage resulting from such casualty or other occurrence, to the extent that the Licensor would be covered by insurance if the Licensor complied with the requirements of this License Agreement pertaining to insurance.

E. County's Insurance: The County will maintain its normal fire and liability insurance on the Licensed Premises. The County reserves the right to self-insure.

13. HOLD HARMLESS: Licensor agrees to indemnify and hold harmless and pay for the defense of the County from any and all claims of liability, actions, damages and expenses, including, but not limited to, reasonable attorney's fees and litigation costs, arising out of or related to Licensor's use or possession of the Licensed Premises from any breach of this License by Licensor, or from any claim, action, damage, liability or expense occasioned wholly or in part by any negligent act, errors or omission of Licensor, its agents, contractors, guests or employees, except such negligence as may be occasioned by the acts or omissions of the County, the County's employees, agents and contractors. Licensor further specifically agrees to hold the County harmless and pay for the defense of the County from any claim of liability made in connection with any construction or installation of equipment by the Licensor within the Licensed Premises, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the Licensed Premises hereinabove described.

14. RESPONSIBILITIES OF THE COUNTY: The County covenants and agrees as follows:

A. The County shall not keep gasoline or other flammable material or any explosive within the Licensed Premises which will increase the rate of fire insurance on the Licensed Premises beyond the ordinary risk established for the type of operations described in Paragraph 5, above. Any such increase in the insurance rate due to the above, or due to The County's operations within the Licensed Premises, shall be borne by the County. The County shall not willfully do any act or thing in or about the Licensed Premises which may make void or voidable any insurance on the Licensed Premises.

B. The County shall not use or allow the Licensed Premises or any part thereof to be used for any illegal, unlawful or improper purpose or for any act or thing that may be a nuisance, annoyance, inconvenience, or cause damage to the Licensed Premises, adjacent properties or the adjacent neighborhood.

C. The County shall not place upon the Licensed Premises any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by the Licensor.

D. The County shall not have pets in or about the Licensed Premises except for bona fide service animals

E. The County must maintain in good condition, and promptly and diligently repair any damage to (or replace if reasonably necessary in the circumstances), any trade fixtures located in the Licensed Premises.

F. The County must require and assure that all entrance doors and windows in the Licensed Premises shall be closed and locked when the Licensed Premises are not in use. Further, The County before closing and leaving the Licensed Premises at any time must close all windows and doors and secure the Licensed Premises. No additional locks or bolts of any kind shall be placed upon any of the entrance or interior doors or windows by the County nor shall any changes be made in existing locks or the mechanisms thereof without prior written approval of the Licensor and in the event of an approved change, shall provide Licensor with keys to the facility. The County shall, upon the termination of this License, restore to the Licensor all keys of the building, offices, and bathrooms, either furnished to, or otherwise procured by, the County, and in the event of the loss of any keys so furnished the County shall pay to the Licensor the cost thereof.

G. All County employees of the Licensed Premises shall be informed as to the safe and proper operation of all appliances and equipment in the Licensed Premises.

H. The County is responsible for on site management of the Licensed Premises and must keep such information posted, in a conspicuous place within the Licensed Premises.

I. The County must not strip, overload, damage, or deface the Licensed Premises or any part of the facility of which the Licensed Premises are a part, including, but not limited to, hallways, stairways, or elevators.

J. The County must not permit any trade or occupation to be carried on or use made of the Licensed Premises outside the scope of this License. Further the County agrees to and must obey any and all federal, state, county and local laws and regulations relating to their operation of business on and in the Licensed Premises.

15. DESTRUCTION OF LICENSED PREMISES:

A. In the event of damage to or destruction of the Licensed Premises or any part of the Licensed Premises by fire, storm, flood or other casualty which does not require the County to suspend entirely its use, the Licensor shall, as soon as practicable after said damage or destruction, repair and restore the Licensed Premises to the condition they were in immediately prior to said damage or destruction. Should such damage or destruction of said Licensed Premises or any substantial part of the Licensed Premises render the Licensed Premises wholly unavailable for use by the County for the Use, the Licensor shall promptly begin and diligently pursue the repairing, restoration and rebuilding of the Licensed Premises as nearly as possible to the condition they were in immediately prior to such damage or destruction or with such changes or alterations as the County may determine appropriate. In the alternative, the County may terminate this License within thirty (30) days following the date of the destruction of the Licensed Premises as described above by sending a termination notice to the Licensor.

In the event of damage to or destruction of the improvements located at 2400 Arcola Ave., Wheaton, Maryland by fire, storm, flood or other casualty which does not require the County to suspend entirely its use, the Licensor shall, as soon as practicable after said damage or destruction, repair and restore the improvements to the

condition they were in immediately prior to said damage or destruction.

Any indemnification given by the County in this License is limited by the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. §§ 5-301, et seq. (the "LGTCA"); Md. Code Ann., Local Govt. Art. §§ 10-201, et seq. (2013); and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2013), (together the "County Indemnification Statutes"), all as amended from time to time, and that any indemnification given by the County in this License is not intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps provided in the County Indemnification Statutes, as applicable.

B. In the event of damage to or destruction of fifty percent (50%) or more of the building of which the Licensed Premises are a part, the Licensor may elect not to restore the said Licensed Premises and this License shall automatically terminate and the Parties shall be discharged from all responsibilities arising under this License. However, should such damage or destruction occur as described herein during the first year of the License Term the Licensor shall reimburse the County the proportionate share of the License fees as applicable for the remaining License Term.

16. DEFAULT: The Licensor shall be considered in default of this License and the County may terminate this License upon the occurrence of any of the following:

- i. Failure to perform under any term, covenant or condition of this License;
- ii. The commencement of any action or proceeding for the dissolution or liquidation of the Licensor, or for the appointment of a receiver or trustee of the Licensor's property;

iii. The making of any assignment for the benefit of the Licensors creditors;

iv. The abandonment of the Licensed Premises by the Licensor;

v. Any default or breach of the terms and conditions of this License.

vi. The intentional use of the Licensed Premises by the Licensor or by the Licensors agents, employee, or contractors, or guests, for any unlawful purpose.

17. ACCESS: The Licensor shall allow County and County's employees, contractors or agents to have access to the Licensed Premises at all times for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work required to be performed by County, or which County considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Licensed Premises. The Licensor shall have access to the Licensed Premises at all times for the purpose of inspection, for the purpose of providing guest and Licensor elevator access to the second floor of the property, or for any other purpose pursuant to the reasonable protection of the Licensed Premises. In addition, the Licensor shall ensure escorted elevator access to all other attendee's passing through the Licensed Premises that are not the County's employees, contractors and agents.

18. SURRENDER OF POSSESSION: The County covenants and agrees that, at the expiration or other termination of this License, to remove all goods and effects from the Licensed Premises not the property of Licensor, and to yield up to Licensor the Licensed Premises and all keys, locks and other fixtures connected therewith (except property belonging to the County), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which the County is not herein expressly made liable excepted.

19. NOTICE OF ACCIDENTS, DEFECTS OR DAMAGES: The County shall give to the License or prompt verbal notice of accidents in or damages to the Licensed Premises.,

20. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the Parties that the Licensor, at the Licensor's expense, shall promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government, or any municipality in which the Licensed Premises are located, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office (the "Applicable Laws"). In no event shall the County be liable for any violations of Applicable Laws with respect to the Licensed Premises which are existing as of the Commencement Date. The Licensor shall be required to ensure that the Building and the land upon which the Building is located are in compliance with all Applicable Laws.

21. WAIVER: The waiver of at any time by either of the Parties of any particular covenant, condition, obligation, or duty under this License shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver must not be construed or understood as waiving any further or other rights of either Party.

22. NON-DISCRIMINATION: The Licensor agrees to comply with the non-discrimination in policies in County contracts as required by Section 11B-33 and Chapter 27 of the Montgomery County Code (2004), as amended, as well as all other federal, state and local laws and regulations regarding discrimination. By signing this License Agreement, the Licensor assures the County that in accordance with applicable law, it does not, and agrees that it will not engage in any discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations.

23. PUBLIC EMPLOYMENT: The Licensor understands and agrees that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code (2004), as amended, that it is unlawful for any person or entity transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

24. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail and shall be deemed to be effective when received or refused by the addressee. Notices to the respective Parties shall be addressed as follows:

The Licensor:

Wheaton Volunteer Rescue Squad, Inc.
P.O. Box 1577
Wheaton, Maryland, 20915
Attn: Gamunu Wijetunge, President

County:

Montgomery County, Maryland
Department of General Services
Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, Maryland 20850
Attn: Director of Real Estate

With a copy, that does not constitute Notice to:

Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

25. NON-APPROPRIATION: This License shall terminate automatically on July 1 of any year for which the County, for whatever reason does not appropriate funds to pay for the services specified in the Contract.

26. AMERICAN DISABILITIES ACT REQUIREMENTS: The Licensor and the County agree that any future modifications made to the Licensed Premises shall be made in conformance with the requirements of the Americans with Disabilities Act, the Federal Fair Housing Act, and all safety and accessibility requirements in Federal, State, and County Laws and regulations. The County must obtain all required permits prior to making any modifications to the Licensed Premises and must comply with all applicable Building and Safety Codes.

27. FORCE MAJEURE: Neither Party will be deemed in default with respect to the performance of any terms, covenants, and conditions of this License if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or upsurged power, sabotage, inability to obtain any material or service, through natural or other cause beyond the control of either party; provided, however, that this provision shall not excuse any non-payment of License Fees. For purposes of this provision, lack of funds shall not be considered a cause beyond the control of a Party.

28. ENTIRE AGREEMENT: This License (which contains and includes the Exhibit) is the entire agreement between the Parties, and no representations, inducements, or agreement, oral or otherwise, between the Parties not contained in this License shall be of any force or effect.

29. MODIFICATION: This License (other than the Rules and Regulations, which may be changed from time to time) must not be modified in any manner except by an instrument in writing executed by both Parties with the same formality as this License.

30. GOVERNING LAW: This License and its performance is to be governed, interpreted, construed and regulated by the laws of Montgomery County and the State of Maryland.

31. CLAIMS: Any action brought by or on behalf of either Party in connection with the performance of this License must be filed and maintained in a court of competent jurisdiction in Montgomery County, Maryland.

32. PARKING: The County is entitled to partial use of the parking facilities which are a part of the Licensed Premises as of the date of execution of this License. Parking for the County and any other occupants of the building, their staff, clients and guests will be confined to the surfaced parking areas identified by signage in existence as of the date of execution of this License. County parking shall not interfere with the Licensors operations.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this agreement to be properly executed.

WITNESS:

By: Julie L. White

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

By: Ramona Bell-Pearson
Ramona-Bell Pearson, Assistant
Chief Administrative Officer

Date: 4/28/16

WITNESS:

By: Jessica A. Siff

THE LICENSOR:
Wheaton Volunteer Rescue Squad, INC.

By: Gamunu Wijetunge
Gamunu Wijetunge, President

Date: 5/2/16

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Al Dreyer

RECOMMENDED

By: Greg Ossont
Greg Ossont, Deputy Director
Department of General Services

Date: 4/19/16

Date: 4/15/16

Exhibit "A"

