

LEASE AGREEMENT BETWEEN
CITY OF LA CROSSE
AND
TRI-STATE AMBULANCE, INC.
RELATING TO BACK-UP AMBULANCE BAY SPACE

This lease Agreement is entered into effective this _____ day of _____, 2022 (Effective Date) by and between the City of La Crosse (“City”) and Tri-State Ambulance, Inc. (“Tri-State”).

WHEREAS, City is a Wisconsin municipal corporation that oversees the services of many local governmental departments, including the La Crosse Fire Department; and

WHEREAS, Tri-State is an affiliated non-profit corporation operating an ambulance service in the greater Western Wisconsin area; and

WHEREAS, Tri-State desires to lease certain space from City for ambulance storage;

NOW THEREFORE, FOR VALID CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and in consideration for the terms and conditions hereinafter set forth, Tri-State and City agree as follows:

1. **DEFINITIONS.** For purpose of this Contract:
 - a. “Agreement” means this Lease agreement between Tri-State and City;
 - b. “City” means the City of La Crosse;
 - c. “Tri-State” means Tri-State Ambulance, Inc.;
 - d. “Party” means either Tri-State or City, depending upon the context in which such term is used. The term “Parties” means both Tri-State and City;

- e. "Premises" shall mean approximately 336 square feet (14'x24') of ambulance garage space located at 726 5th Ave S., La Crosse, WI 54601, or other City owned location, as mutually agreed by the parties.

2. **TERM: TERMINATION; AUTOMATIC RENEWAL.** The term of this Agreement shall be six (6) months, commencing on the Effective Date, subject to the following terms and conditions:

- a. This agreement may be terminated for cause by either Party upon thirty (30) days prior written notice.
- b. This agreement shall automatically renew for additional periods of six (6) months terms unless a Party sends the other written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the original or renewal term.
- c. To ensure compliance with applicable federal and state laws, City and Tri-State reserve the right to amend and modify this Agreement from time to time to ensure that Tri-State reimburses City for the fair market value of the space in question. Notwithstanding the above, this Agreement may only be amended, modified, or supplemented by a written amendment signed by each party.

3. **LEASE OF TRI-STATE SPACE TO GUNDERSEN.** For the entire term of this Agreement, City shall lease the Premises to Tri-State, and Tri-State shall lease the Premises from City. Nothing in this Agreement shall be construed as a lease or rental of Tri-State ambulances or authorization to utilize Tri-State property in any way.

4. **RENTAL PAYMENTS.** Tri-State shall pay to City, at the address of City first set forth above, or to such other person or at such other address as City

may from time to time hereafter designate by notice to Tri-State, without demand, Rent in the amount of \$20.00 per annum per square foot of the actual rentable square footage, payment in equal monthly installments, the first month payment to be made on or about the Effective Date, subject to proration, as applicable, with each successive month's payment to be made on the first (1st) day of each succeeding calendar month. Rent for any partial month shall be prorated based on the number of days of Tri-State's tenancy. Rent shall be payable in lawful money of the United States, without deduction or offset.

5. UTILITIES, MAINTENANCE, REPAIR AND HOUSEKEEPING. During the term of this Lease:

- a. City shall be responsible for all routine maintenance and repairs of the premises at its own expense, as well as providing all utilities and housekeeping services.
- b. Tri-State shall be responsible for all routine maintenance and repairs of the ambulance(s) housed within the Premises.

6. NO REFERRALS REQUIRED. Consistent with applicable federal and state laws, rules and regulations, it is expressly understood, intended and agreed that:

- a. City and City's staff reserve the right to refer patients to physicians and providers other than Tri-State affiliates, including Gundersen Clinic, Ltd. and Gundersen Lutheran Medical Center, Inc. based upon sound medical principles such as the desires and medical needs of the patients, and the availability of necessary physicians, specialists, facilities and equipment to diagnose and treat such patients and their conditions; and

- b. The space leased by each Party to the other and the amount of monthly rental payments owned hereunder shall be provided and paid without regard to the volume of patient referrals and other business between the two corporations.

7. **COMPLIANCE WITH LAW.** During the term of this Agreement, Tri-State and City shall:

- a. Comply with all applicable federal, state and local statutes, rules and regulations, licenses and authorization of any governmental of public body or authority in connection with the performance or carrying out of their respective obligations hereunder;
- b. Apply for, obtain and maintain any and all licenses, authorizations and permits necessary to carry out the provisions of this Agreement; and Comply with all standards adopted by the Joint Commission for the Accreditation of Healthcare Organization, and all institutional policies and procedures adopted by Tri-State relating to the provision of health care services.

8. **GOVERNING LAW; SEVERABILITY.** The validity, construction and interpretation of this Agreement, and the rights and duties of the parties hereunder shall be governed by the law of the State of Wisconsin. If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in full force and effect to govern the Parties' conduct and relationship.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the first date set forth above.

CITY OF LA CROSSE

By: _____

TRI-STATE AMBULANCE, INC.

By: _____