Meeting:	Village Board
Meeting Date:	11/12/2012
Agenda Item:	6b

Mission Statement
Delivering quality services in a courteous, cost-effective and efficient manner

VILLAGE BOARD MEETING STAFF REPORT

REPORT TO: Burt R. McIntyre, President, and Village Board of Trustees

REPORT FROM: Paul Evert, Village Administrator

AGENDA ITEM: Review and take action on the agreement with County Rescue for ambulance services

ACTION REQUESTED: ___Ordinance ___Resolution ___Motion ___√___Receive/File

BACKGROUND INFORMATION

Staff was aware that the contract entered between County Rescue and Bellevue last year charged Bellevue less than Howard for EMS service. When staff contacted County Rescue to address the discrepancy last year, County Rescue said they were not in a position to renegotiate the Village's contract. However, when contacted this fall, County Rescue was willing to renegotiate its contract with the Village even though the contract does not expire until the end of 2013.

If approved by the board, the new Ambulance Service Agreement would take effect at the beginning of 2013, and the immediate savings for 2013 would be roughly $4,000. Over the course of the six-year agreement, which is really two agreements – a lease and the contract for services – the contract reduces the Village's overall cost by $29,850. During the last year of the contract , the Village pays County Rescue $147,893.82 and receives rent from County Rescue in the amount of $77,893.82, resulting in a net expense of $70,000 to provide paramedic level service.

ATTACHMENTS

i. Ambulance Service Agreement

AMBULANCE SERVICE AGREEMENT

This Agreement is made this 1st day of January, 2013, by and between COUNTY RESCUE SERVICES, INC., a Wisconsin nonprofit, non-stock corporation (hereinafter referred to as "County Rescue"), and Village of Howard (hereinafter referred to as "municipality").

WITNESSETH:

WHEREAS, the residents of Municipality are in need of ambulance services; and

WHEREAS, Municipality is authorized by Sec. 60.29(17) or Sec. 61.34 of the Wisconsin Statues to contract for ambulance services with one or more providers for conveyance of the sick and injured and determine and charge a reasonable fee for ambulance services; and

WHEREAS, Municipality has determined it is in the best interest of its residents to contract with a non-stock, nonprofit provider of ambulance services; and

WHEREAS, Municipality recognizes its responsibilities to be a prudent buyer of services; and

WHEREAS County Rescue is a private corporation licensed to provide ambulance services in the State of Wisconsin.

NOW, THEREFORE, in consideration of the above premises, the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Ambulance Services. County Rescue shall make available and provide on-call ambulance services consisting of emergency rescue and advanced life support services on a twenty-four (24) hour per day basis within the boundaries of Municipality and to the residents thereof including maintaining 24-hour advanced life support staffing at its Station 2 location at Village Hall, 2456 Glendale Avenue. County Rescue warrants that it and its employees will have during the term of this Agreement the necessary licensing and training to provide such ambulance services as prescribed from time to time by the State of Wisconsin.

2. Patient Transportation Policy. A user of ambulance services shall be transported by County Rescue to the hospital or institution of his/her choice, but in the event such user is unable to communicate such choice, County Rescue shall transport the user to the hospital or institution County Rescue

determines, in its best judgment under the circumstances, is most appropriate given the user's condition.

3. Ambulance Equipment. County Rescue warrants that during the term of this Agreement, each of its ambulances shall be equipped with equipment meeting the standards of the State of Wisconsin.

4. Insurance. County Rescue shall carry insurance coverage and limits for commercial liability, auto, management liability and umbrella coverage, including a Certificate of Liability Insurance, Commercial General Liability Declarations, Management Liability Declarations and Commercial Umbrella Declarations which are attached hereto and made part of this Agreement. During the term of this Agreement, County Rescue shall keep all policies of insurance referenced herein and attached to this Agreement in full force and effect and no insurance shall be cancelled without giving Municipality thirty (30) days advanced written notice with evidence of sufficient substitute insurance coverage.

5. Compensation. In consideration of County Rescue remaining on-call to provide ambulance services within the boundaries of Municipality, beginning on the effective date of the Agreement, Municipality shall pay to County Rescue an annual fee payable in equal monthly installments as follows:

Year	Monthly Installment	Total Annual Payment
2013	$14,075.16	$168,901.93
2014	$13,890.51	$166,686.13
2015	$13,775.95	$165,311.40
2016	$13,350.73	$160,208.75
2017	$12,740.77	$152,889.21
2018	$12,324.49	$147,893.82

No payments made prior to the Agreement are affected.

6. Independent Contractor. In performing the services described herein, County Rescue is acting as an independent contractor. Neither party is or is to be considered as the agent or employee of the other party for any purposes whatsoever. Neither party has authority to enter into contracts or assume any obligation for or on behalf of the other party or to make any warranties or representations for or on behalf of the other party.

7. Term. The term of this Agreement shall commence on January 1, 2013, and shall continue for six (6) years, expiring December 31, 2018, unless otherwise modified or terminated as provided in this Agreement. Either party may terminate this Agreement for cause upon 180-days written notice to the other party; provided, however, the breaching party shall be entitled to cure such breach with such thirty (30) day period. For purposes of this Agreement, "Cause" shall be defined as the breach of any of the material terms of this Agreement. Notwithstanding the foregoing, County Rescue may terminate this Agreement immediately upon the delivery of written notice if (a) Municipality fails to make timely payment for amounts due hereunder and such failure continues for a period of ten (10) days following written notice to Municipality, or (b) if Municipality makes an assignment for the benefit of creditors; admits in writing its inability to pay its debtors as they come due; is adjudicated bankrupt or insolvent; files or has filed against it any petition in bankruptcy or seeking and reorganization, arrangement, readjustment, liquidation, dissolution, or similar relief under any present or future statue, law or regulation; seeks or consents to the appointment of any custodian, trustee, receiver or liquidator of Municipality or of all or any substantial part of the properties of Municipality; or if Municipality or its officials shall take any action looking to the dissolution or liquidation of Municipality.

8. Indemnification. Each party shall indemnify, defend, and hold harmless the other party and its directors, officers, employees, agents, parent, subsidiaries, successors, and assigns from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including reasonable attorneys ' fees) arising out of or resulting from, in whole or in

part, the acts or omissions of the party, its employees, agents or contractors and the indemnifying party's affiliated companies and their employees, agents or contractors. Notwithstanding the foregoing, the indemnification of the Municipality by County Rescue shall be limited to the amounts of insurance set forth at Paragraph 4 above.

9. Limitation of Liability.

Notwithstanding any other provisions of this Agreement, neither party nor its suppliers, subcontractors, affiliates, subsidiaries, or parent corporations, shall be liable for:

Any indirect, incidental, reliance, special or consequential damages (including lost profits) sustained

or incurred in connection with this Agreement; or

Damages due to causes beyond the reasonable control of the party charged and attributable to any acts or omissions of any person other than the party charged.

No provision contained in this Agreement shall be construed as to prevent the municipality from exerting a defense as provided by Wisconsin Statute 893.80.

The limitations of liability set forth in this section shall apply:

i. whether or not County Rescue had been advised of the possibility of such damages;

ii. regardless of the form of action, whether in contract, warranty, strict liability, tort (including, without limitation, negligence of any kind) or otherwise; and

iii. whether or not such damages were foreseeable.

Except as expressly provided for in this section, this Agreement does not provide third parties (including, without limitation, residents of Municipality) with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

10. Force Majeure.

Neither party, nor its affiliates, subsidiaries, subcontractors, or parent corporations shall be liable in any way for delay, failure in performance, loss or damage due to any of the following: fire, strike, embargo, explosion, power blackout, earthquake, volcanic action, flood, war, water, the elements, labor disputes, civil or military authority, acts of God, acts of the public enemy,

inability to secure raw materials, inability to secure products, acts or omissions of carriers, or other causes beyond its reasonable control, whether or not similar to the foregoing.

11. Assignment. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, except that County Rescue may assign this Agreement to a parent corporation, any subsidiary, or any affiliate.

12. Modification and Amendment. This Agreement may not be modified, amended, or terminated except by written agreement specifically referring to this Agreement signed by the parties hereto. No waiver of a breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

13. Governing Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of Wisconsin.

14. Attorneys' Fees. In the event of the commencement of a suit to enforce any of the terms or conditions in this Agreement, the prevailing party in such litigation shall be entitled to the costs of such action, including, without limitation, reasonable attorneys' fees and costs.

15. Notice. Any notice required to be provided to any party to this Agreement shall be in writing and shall be considered effective two (2) business days after the date of deposit with the United States Postal Service by certified or registered mail postage prepaid, return receipt requested, or by overnight mail for which evidence of delivery is obtained by the sender, and addressed to the party at the address set forth on the signature page hereto, or as modified in writing from time to time by either party.

16. Nondiscrimination. The parties agree that they shall not discriminate on account of race, sex, color, religion, national origin, or handicap.

17. Partial Invalidity. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

18. Entire Agreement. This Agreement, including all schedules and exhibits hereto, which are incorporated herein by reference, contains the entire understanding of the parties and supersedes all prior oral or written representations and statements between the parties.

IN WITNESS WHEREOF, County Rescue and Municipality, acting through their duly authorized representatives, hereby agree to the terms set forth in this Agreement as of the date first above written.

COUNTY RESCUE:
COUNTY RESCUE SERVICES, INC.

By: _____
Print Name: Thomas R. Madigan
Title: CEO
Date: _____

MUNICIPALITY:
VILLAGE OF HOWARD

By: _____
Print Name: _____
Title: _____
Date: _____

Amendment No.2 to the Lease Agreement dated August 1, 2003

This Amendment No.2 to the Lease between COUNTY RESCUE SERVICES, INC., a Wisconsin nonprofit, non-stock corporation (hereinafter referred to as "County Rescue"), and the VILLAGE OF HOWARD (hereinafter referred to as "Municipality").

"WINESSETH":

WHEREAS, County Rescue and Municipality entered into a Lease Agreement on August 1, 2003, a copy of which is attached hereto and marked Exhibit "A" and is hereinafter referred to as "Agreement'; and

WHEREAS, the Agreement start date was August 1, 2003 and not at the beginning of each calendar year and County Rescue and Municipality both have calendar year accounting cycles; and

WHEREAS, County Rescue and Municipality desire to have the Agreement amended to begin monthly installment payments effective January 1 of each year instead of the August 1 date; and

WHEREAS, the Agreement in Section 2.01 Rent for monthly installments reflects a fiscal year and County Rescue and Municipality desired to restate the amounts and years into a calendar year; and

WHEREAS, County Rescue and Municipality desire to extend the contract terms for six (6) more calendar years;

NOW-, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Section 2.01 of Agreement shall be restated as follows:

   Rent. Tenant agrees to pay rent for the demised premises to Landlord, at the Village Hall in the Village of Howard at 2456 Glendale Avenue, Green Bay, Brown County, Wisconsin or elsewhere as designated from time to time by Landlord, the following Lease payments, beginning on January 1, 2013 and each calendar year thereafter:

Year	Monthly Installment	Total Annual Payment
2013	$5,754.33	$69,051.93
2014	$5894.68	$70,736.13
2015	$6,038.45	$72,461.40
2016	$6,185.73	$74,228.75
2017	$6,336.60	$76,039.21
2018	$6,491.15	$77,893.82

2. Section 1.02 of Agreement shall be restated so that the expiring term would become December 31, 2018.

3. No Other Modifications of the Agreement. This is the entire Amendment No. 2 to Agreement, and all terms and conditions of the Agreement remain in full force and effect except as modified herein. In entering into this Agreement, neither County Rescue nor Municipality are relying on any statements, promises, inducements, representations, warranties, terms or conditions not specifically contained herein, all of which, if made, are deemed to have been waived and merged into this Amendment No. 2 to Ambulance Service Agreement. The Agreement and this Amendment No. 2 may not be further modified except in a writing executed by both parties hereto.

4. Due Authority. Municipality and County Rescue represent to each other that they have due authority to enter into this Agreement and that all procedures and resolutions required to obtain such authorization have been obtained.

IN WITNESS WHEREOF, County Rescue and Municipality, acting through their duly authorized representatives, hereby agree to the terms set forth in this Amendment No. 2 as of _____, 2012.

COUNTY RESCUE SERVICE, INC.

By:_____

Thomas R. Madigan, CEO

VILLAGE OF HOWARD

By:_____

By:_____

LEASE BETWEEN THE VILLAGE OF HOWARD AND COUNTY RESCUE SERVICES, INC.

LEASE

THIS LEASE ("Lease"), is made and entered into this 1st day of January 2013, by and between the VILLAGE OF HOWARD, a Wisconsin municipal corporation ("Landlord"), and COUNTY RESCUE SERVICES, INC., a Wisconsin non-profit, non-stock corporation, ("Tenant"), upon the following terms and conditions:

RECITALS

A. Landlord and Tenant have entered into a contemporaneous Ambulance Service Agreement and a copy of that Ambulance 'Service Agreement is attached hereto and made part of this Lease agreement by reference as it is the intent of the Landlord and Tenant to have the Tenant locate its ambulance services at the Village Hall at 2456 Glendale Avenue, Green Bay, Brown County, Wisconsin.

B. Landlord and Tenant have agreed to execute and deliver this Lease.

ARTICLE I
GRANT AND TERM

1.01 Leased Premises. Landlord demises and leases to Tenant, and Tenant rents from Landlord, and any improvements located thereon (the "Leased Premises") described as the following rooms located in the Village Hall, 2456 Glendale Avenue, Green Bay, Brown County, Wisconsin:

Room Number	Approximate Square Feet
B11, B112	234
B11O	1088
B107, BI06, BIOS, B104	1133
B109	228
B103	340 shared 50/50 or 170 sq ft
B201	234
B203	162
B204	143.03
B202	621 shared 50/50 or 310.5 sq ft
	172.5
Stairway	*174*
Outside Space Usage	Four parking places for employee parking Drive ingress/egress

1.02 Term. The term of this Lease will commence on January 1, 2013 (the "Commencement Date") and expires at 12:01 a.m. on December 31, 2018 ("Expiration Date").

If the Ambulance Service Agreement is terminated, this Lease agreement shall be terminated and the Tenant shall effectively vacate the leased premises as of the termination date for the Ambulance Service Agreement.

1.03 Acceptance of Leased Premises. Tenant accepts the Leased Premises "AS IS" without any warranty or representation whatsoever.

Amendment No. 1 to the Lease Agreement dated August 1, 2003

This Amendment No. 1 to the Lease between COUNTY RESCUE SERVICES, INC., a Wisconsin nonprofit, non-stock corporation (hereinafter referred to as "County Rescue"), and the VILLAGE OF HOWARD (hereinafter referred to as "Municipality").

WINESSETH:

WHEREAS, County Rescue and Municipality entered into a Lease Agreement on August 1, 2003, a copy of which is attached hereto and marked Exhibit "A" and is hereinafter referred to as "Agreement"; and

WHEREAS, the Agreement start date was August 1, 2003 and not at the beginning of each calendar year and County Rescue and Municipality both have calendar year accounting cycles; and

WHEREAS, County Rescue and Municipality desire to have the Agreement amended to begin monthly installment payments effective January 1 of each year instead of the August 1 date; and

WHEREAS, the Agreement in Section 2.01 Rent for monthly installments reflects a fiscal year and County Rescue and Municipality desired to restate the amounts and years into a calendar year; and

WHEREAS, County Rescue and Municipality desire to extend the contract terms for five (5) more calendar years;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Section 2.01 of Agreement shall be restated as follows:

   Rent. Tenant agrees to pay rent for the demised premises to Landlord, at the Village Hall in the Village of Howard at 2456 Glendale Avenue, Green Bay, Brown County, Wisconsin or else where as designated from time to time by Landlord, the following Lease payments, beginning on January 1, 2006 and each calendar year thereafter:

Year	Monthly Installment	Total Annual Payment
2006	$3,651.56	$43,818.71
2007	$3,959.30	$47,511.57
2008	$4,274.73	$51,296.75
2009	$4,598.05	$55,176.60
2010	$4,929.45	$59,153.40
2011	$5,269.14	$63,229.68
2012	$5,617.32	$67,407.84
2013	$5,974.20	$71,690.40

2. Section 1.02 of Agreement shall be restated so that the expiring term would become December 31, 2013 (instead of August 1, 2008).

3. No Other Modifications of the Agreement. This is the entire Modification No. 1 to Agreement, and all terms and conditions of the Agreement remain in full force and effect except as modified herein. In entering into this Agreement, neither County Rescue nor Municipality are relying on any statements, promises, inducements, representations, warranties, terms or conditions not specifically contained herein, all of which, if made, are deemed to have been waived and merged into this Modification No. 1 to Ambulance Service Agreement. The Agreement and this Modification No. 1 may not be further modified except in a writing executed by both parties hereto.

4. Due Authority. Municipality and County Rescue represent to each other that they have due authority to enter into this Agreement and that all procedures and resolutions required to obtain such authorization have been obtained.

IN WITNESS WHEREOF, County Rescue and Municipality, acting through their duly authorized representatives, hereby agree to the terms set forth in this Modification No. 1 as of March 13, 2006.

COUNTY RESCUE SERVICE, INC.

By: _____
Thomas R. Madigan, President

VILLAGE OF HOWARD

By: _____
Carlene Felmer, President

By: _____
Hugh Thomas, Administrator/Clerk

LEASE BETWEEN THE VILLAGE OF HOWARD AND COUNTY RESCUE SERVICES, INC.

LEASE

THIS LEASE ("Lease"), is made and entered into this 1st day of August, 2003, by and between the VILLAGE OF HOWARD, a Wisconsin municipal corporation ("Landlord"), and COUNTY RESCUE SERVICES, INC., a Wisconsin non-profit, non-stock corporation, ("Tenant"), upon the following terms and conditions:

RECITALS

A. Landlord and Tenant have entered into a contemporaneous Ambulance Service Agreement and a copy of that Ambulance Service Agreement is attached hereto and made part of this Lease agreement by reference as it is the intent of the Landlord and Tenant to have the Tenant locate its ambulance services at the Village Hall at 2456 Glendale Avenue, Green Bay, Brown County, Wisconsin.

B. Landlord and Tenant have agreed to execute and deliver this Lease.

ARTICLE I
GRANT AND TERM

1.01 Leased Premises. Landlord demises and leases to Tenant, and Tenant rents from Landlord, and any improvements located thereon (the "Leased Premises") described as the following rooms located in the Village Hall, 2456 Glendale Avenue, Green Bay, Brown County, Wisconsin:

Room Number	Approximate Square Feet
B11, B112	234
B110	1088
B107, B106, B105, B104	1133
B109	228
B103	340 shared 50/50 or 170 sq ft
B201	234
B203	162
B204	143.03
B202	621 shared 50/50 or 310.5 sq ft
	172.5
Stairway	174
Outside Space Usage	Four parking places for employee parking Drive ingress/egress

1.02 Term. The term of this Lease will commence on August 1, 2003 (the "Commencement Date") and expire at 12:01 a.m. on August 1, 2008 ("Expiration Date").

If the Ambulance Service Agreement is terminated, this Lease agreement shall be terminated and the Tenant shall effectively vacate the leased premises as of the termination date for the Ambulance Service Agreement.

1.03 Acceptance of Leased Premises. Tenant accepts the Leased Premises "AS IS" without any warranty or representation whatsoever.

ARTICLE II
RENT

2.01 Rent. Tenant agrees to pay rent for the demised premises to Landlord, at the Village Hall in the Village of Howard at 2456 Glendale Avenue, Green Bay, Brown County, Wisconsin or else where as designated from time to time by Landlord the following Lease payments:

Year	Total Annual Payment	Monthy Payment
2003	$36,701.00	$3058.42/mo
2004	$40,215.92	$3351.33/mo
2005	$43,818.71	$3651.56/mo
2006	$47,511.57	$3959.30/mo
2007	$51,296.75	$4274.73/mo

The monthly rental shall be payable in advance on or before the 1st day of each calendar month. The first month's rent shall be paid at the time of the execution of this Lease.

ARTICLE III
USE OF PREMISES

3.01 Use of Premises. Tenant shall use the Leased Premises solely in the performance of the Ambulance Service Agreement and for no other business or purpose without the prior written consent of Landlord.

ARTICLE IV
ALTERATIONS AND LIENS

4.01 Alterations. Tenant shall not, without Landlord's prior written consent, either make or cause to be made any alterations, including additions and improvements, to the Leased Premises. Consent shall include approval of Tenant's plans and contractors and shall be at Landlord's sole discretion. Any alterations, additions or improvements consented to by the Landlord shall be made at Tenant's sole expense. Tenant shall secure any and all governmental permits, approvals, or authorizations required in connection with any such work and shall hold Landlord harmless from any and all liability, costs, damages, expenses (including attorneys' fees) and liens resulting therefrom. All alterations shall immediately become the property of the Landlord. In making any such alterations, Tenant agrees that Tenant is not the agent of Landlord. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials.

4.02 Tenant Shall Discharge All Liens. Tenant shall promptly pay its contractors, consultants, and materialmen for all work done and performed by or on behalf of Tenant, so as to prevent the assertion or imposition of liens upon or against the Leased Premises, and shall, upon request provide Landlord with lien waivers, and should any such lien be asserted or filed, Tenant shall bond against or discharge the same within thirty (30) days after written request by Landlord. In the event Tenant fails to remove said lien within said thirty (30) days, Landlord may at its sole option elect to satisfy and remove the lien by paying the full amount claimed or otherwise, without investigating the validity thereof, and Tenant shall pay Landlord upon demand the amount paid out by Landlord in Tenant's behalf, including Landlord's costs and expenses with interest or Tenant shall be in default hereunder. Landlord's election to discharge liens as provided hereunder shall not be construed to be a waiver or cure of Tenant's default hereunder.

ARTICLE V
MAINTENANCE OF LEASED PREMISES, SURRENDER AND RULES

5.01 Cleaning. Tenant would be responsible for all cleaning of inside leased facilities and for general policing of the parking area of the western end of the building. The Landlord will provide snow removal, mowing and landscape maintenance.

Tenant will maintain and keep the following equipment in good functional order; refrigerator, oven/range, microwave, exhaust fan with filter, and dishwasher. All appliances must show only normal wear and tear during the term of the Lease.

5.02 Surrender of Premises. At the expiration or termination of the tenancy hereby created, Tenant shall peaceably surrender the Leased Premises, including all alterations, additions and improvements made thereto in good condition.

5.03 Miscellaneous.

(a) Tenant shall not permit on the Leased Premises any act or practice which is unlawful, immoral, or which would constitute a hazard or a nuisance.

(b) Tenant shall keep the Leased Premises orderly, neat, clean and free from rubbish, construction waste or other types of waste, trash and weeds at all times.

ARTICLE VI
INSURANCE AND INDEMNITY

6.01 Casualty Insurance. Throughout the term of this Lease and any extensions thereof:

(a) Tenant shall (to the extent applicable) obtain and pay for fire and extended coverage casualty insurance for all personal property located on the Leased Premises ("Personal Property"), and shall show the Landlord as an additional insured thereon. Tenant shall at all times keep such insurance in force and provide Landlord with copies of said policies or certificates evidencing said coverage. If Tenant fails to keep said insurance in effect, then Landlord may, but shall not be required to, immediately obtain insurance coverage as provided for herein.

(b) Landlord shall (to the extent applicable) obtain and pay for fire and extended coverage casualty insurance for all real property located on the Leased Premises.

6.02 Waiver of Subrogation. Each of the parties hereto does hereby release the other party hereto from all liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property owned by said parties which is or might be incident to or the result of a fire or any other casualty against loss from which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by the willful acts of either of the parties hereto. The parties further covenant that any insurance obtained on their respective properties shall contain an appropriate provision whereby the insurance company or companies consent(s) to the mutual release of liability contained in this paragraph.

6.03 Liability Insurance. Tenant shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the Leased Premises in which the limits of coverage shall not be less than $2,000,000 per occurrence for bodily and/or personal injuries, and in which the coverage for property damage liability shall not be less than $2,000,000 or a combined single limit of $5,000,000. The policy shall be in form approved by Landlord, shall name Landlord as an additional insured, and shall contain a clause that the insurer will not cancel, materially modify or fail to renew the insurance without first giving Landlord thirty (30) days' prior written notice. A copy of the policy or a certificate of insurance shall be delivered to Landlord. The policy shall insure Tenant's performance of the indemnity provisions below.

6.04 Indemnification of Landlord. Landlord and Tenant acknowledge and agree that Tenant will protect, indemnify, defend and save harmless Landlord, its agents and servants, from and against any and all claims, actions, damages, suits, judgments, decrees, orders, liability and expense (including, without limitation, reasonable attorneys' fees) in connection with (i) any accident, loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or about the Leased Premises, or in the occupancy or use by Tenant of the Leased Premises or any part thereof, or (ii) performance of any labor or services or the furnishing of any materials or other property on or to the Leased Premises or any part thereto, or (iii) occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, subleasees, or concessionaires, unless the same be caused by the willful misconduct of Landlord.

6.05 Worker's Compensation. Tenant shall maintain worker's compensation insurance in accordance with the requirements of Wisconsin law.

6.06 Additional Rent. If Tenant shall not comply with its covenants made in this Article VI, Landlord may cause insurance as aforesaid to be issued, in such event Tenant agrees to pay, as additional rent, the premium for such insurance upon Landlord's demand.

ARTICLE VII
UTILITIES

7.01 Utility Charges. Landlord shall pay for and deliver to the Leased Premises any needed utilities and shall contract in its own name and be solely responsible for and promptly pay for any utility service used on or attributable to the Leased Premises. Tenant shall pay for any cable and telephone services.

ARTICLE VIII
MORTGAGES

8.01 Tenant. Tenant shall not be entitled to mortgage or otherwise place a lien on its interest in the Leased Premises without the prior written consent of the Landlord, such consent to be granted or withheld in Landlord's sole discretion.

ARTICLE IX
ASSIGNMENT AND SUBLETTING

9.01 Consent Required. Tenant shall not voluntarily or involuntarily assign, transfer or encumber this Lease in whole or in part, nor sublet all or any part of the Leased Premises without the prior written consent of Landlord in each instance, which consent may be granted or withheld in Landlord's sole discretion. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent in any subsequent assignment or subletting. The foregoing shall be construed to include a prohibition against any assignment or subletting by operation of law. Notwithstanding any assignment or sublease, original Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions hereof. Landlord shall have the right to transfer or assign all or any part of its interest in the Leased Premises or its interest in this Lease only to an affiliate of Landlord.

ARTICLE X
GOVERNMENTAL REGULATIONS AND HAZARDOUS SUBSTANCES

10.01 Governmental Regulations. Tenant shall, at its sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force or which may hereafter be in force.

10.02 Hazardous Substances. Tenant shall not allow any hazardous materials to exist on the Leased Premises in violation of any environmental laws or allow any underground storage tank systems on the Leased Premises.

ARTICLE XI
DEFAULT OF TENANT

11.01 Default. The following shall constitute a default or an "Event of Default" under this Lease:

(a) failure of Tenant to pay any rental or charge due hereunder or under the Purchase Agreement within ten (10) days after the date due hereunder; or

(b) Tenant's failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice thereof.

11.02 Remedies. If any Event of Default occurs the Landlord, besides all such other rights or remedies it may have in law in equity, shall (i) have the immediate right to enter the Leased Premises and take possession thereof and of all improvements thereon and may remove all persons and property from the Leased Premises by force, summary action, or otherwise, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process, and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned

thereby and (ii) terminate this Lease. Tenant agrees to quit and deliver up the possession of the Leased Premises, including improvements to the Leased Premises, when this Lease terminates by limitation or in any other manner provided for herein. In addition, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if reentry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord for any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event Tenant is evicted or dispossessed for any cause, or in the event Landlord obtains possession of the Leased Premises. No receipt of monies by Landlord from or for the account of Tenant or from anyone in possession or occupancy of the Leased Premises after the termination in any way of this Lease or after the giving of any notice of termination, shall reinstate, continue or extend the term of this Lease or affect any notice given to Tenant prior to the receipt of such money, it being agreed that after the service of notice of termination or commencement of a suit, or after final judgment for possession of the Leased Premises, Landlord may receive and collect any rent or other amounts due Landlord and such payment shall not in any respect reinstate said lease and shall not waive, affect or impair said notice, said suit or said judgment without the express written consent of Landlord.

11.03 Cure of Tenant's Default. In addition to Landlord's remedies in Section 11.02 above, Landlord shall be entitled, but not obligated, to cure any default by Tenant, and Tenant agrees to pay, as additional rent, Landlord's cost of such cure, within ten (10) days after Landlord's written demand.

11.04 Legal Expenses. If suit shall be brought or claim shall be made (whether or not suit is commenced or judgment entered) for recovery of possession of the Leased Premises, and/or the recovery of rent or any other amount due under provisions of this Lease, or because of the breach of any other covenant herein contained on the part of the Tenant to be kept or performed, and the breach shall be established, Tenant shall pay to Landlord, in addition to all other sums and relief available to Landlord, all expenses incurred therefor, including reasonable attorneys' fees to the maximum extent permitted by law.

11.05 Failure to Pay; Interest. If Tenant at any time shall fail to pay any taxes, assessments, or liens, to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred shall accrue interest at a rate equal 10% per annum, from the date of payment or incurring thereof by Landlord and shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon demand. All other sums payable by Tenant to Landlord under this Lease, if not paid when due, shall accrue interest at a rate equal to 10% per annum, from their due date until paid, said interest to also constitute additional rent under this Lease and shall be paid to Landlord by Tenant upon demand.

ARTICLE XII
ACCESS BY LANDLORD

12.01 Right of Entry. Landlord or Landlord's agents shall have the right to enter the Leased Premises at all reasonable times to examine the same and to take such self-help actions as are permitted hereby. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the building or any part thereof, except as otherwise herein specifically provided.

ARTICLE XIII
HOLDING OVER; SUCCESSORS

13.01 Holding Over. Any holding over after the expiration of the term hereof shall be construed to be a tenancy from month to month at 200% of the Minimum Rent herein specified (prorated on a monthly basis) and all other items of Additional Rent and shall otherwise be on the terms and conditions herein specified, so far as applicable.

13.02 Successors and Assigns. Except as otherwise herein provided, this Lease and all the covenants, terms, provisions and conditions herein contained shall inure to the benefit of and be binding upon the heirs, representatives, successors and assigns of each party hereto, and all covenants herein contained shall run with the land and bind any and all successors in title to Landlord. No rights shall inure to the benefit of any assignee or subtenant of Tenant unless the assignment or subletting to such assignee or subtenant has been made in accordance with the provisions of this Lease.

ARTICLE XIV
QUIET ENJOYMENT

14.01 Landlord's Covenant. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under Landlord; subject, nevertheless, to all the terms and conditions of this Lease.

ARTICLE XV
MISCELLANEOUS

15.01 Waiver. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver shall be in writing.

15.02 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount due hereunder shall be deemed to be other than on account of amounts due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction.

15.03 Notices. Any notice required to be provided to any party to this Lease shall be in writing and shall be considered effective two (2) business days after the date of deposit with the United States Postal Service by certified or registered mail, postage prepaid, return receipt requested, or by overnight mail for which evidence of delivery is obtained by the sender, and addressed to the party at the address set forth on the signature page hereto, or as modified in writing from time to time by either party.

15.04 Captions and Section Numbers. The captions, section numbers, article numbers, and headings appearing in this Lease are inserted only as a matter of convenience, and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease.

15.05 Partial Invalidity. If any term, covenant, or condition of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant, or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

15.06 Recording. This Lease, or a certificate or memorandum thereof, may at the option of either party be recorded.

15.07 Entire Agreement. This Lease together with the Purchase Agreement and documents and instruments executed in conjunction therewith, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as set forth herein or therein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and executed by the party against which such subsequent alteration, amendment, change or modification is to be enforced.

15.08 Applicable Law. This Lease and the rights and obligations of the parties arising hereunder shall be construed in accordance with the laws of the State of Wisconsin.

15.09 Interpretation. Both parties have read this Lease and had the opportunity to employ legal counsel and negotiate changes to the Lease. The Lease is the joint product of the parties and, in the event of any ambiguity herein, no inference shall be drawn against a party by reason of document preparation.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

VILLAGE OF HOWARD

By:_____

Name: Robert A. Strazishar

Title: Village President

By:_____

Name: Hugh L. Thomas

Title: Village Administrator/Clerk

TENANT:

COUNTY RESCUE SERVICES, INC.

By:_____

Name:_____

Title:_____

Howard 2013 Renewal Table

	Charge	Rent	Net			% Change (Charge) Per Year	% Change (Rent) Per Year
2012	171,303.84	67,407.84	103,896.00				
2013	168,901.93	69,051.93	99,850.00				
2014	166,686.13	70,736.13	95,950.00			0.0131	0.0238
2015	165,311.40	72,461.40	92,850.00			0.0082	0.0238
2016	160,208.75	74,228.75	85,980.00			0.0309	0.0238
2017	152,889.21	76,039.21	76,850.00			0.0457	0.0238
2018	147,893.82	77,893.82	70,000.00			0.0327	0.0238
			521,480.00				

Amendment No. 1 to the Lease Agreement dated August 1, 2003

This Amendment No. 1 to the Lease between COUNTY RESCUE SERVICES, INC., a Wisconsin nonprofit, non-stock corporation (hereinafter referred to as "County Rescue"), and the VILLAGE OF HOWARD (hereinafter referred to as "Municipality").

WINESSETH:

WHEREAS, County Rescue and Municipality entered into a Lease Agreement on August 1, 2003, a copy of which is attached hereto and marked Exhibit "A" and is hereinafter referred to as "Agreement"; and

WHEREAS, the Agreement start date was August 1, 2003 and not at the beginning of each calendar year and County Rescue and Municipality both have calendar year accounting cycles; and

WHEREAS, County Rescue and Municipality desire to have the Agreement amended to begin monthly installment payments effective January 1 of each year instead of the August 1 date; and

WHEREAS, the Agreement in Section 2.01 Rent for monthly installments reflects a fiscal year and County Rescue and Municipality desired to restate the amounts and years into a calendar year; and

WHEREAS, County Rescue and Municipality desire to extend the contract terms for five (5) more calendar years;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Section 2.01 of Agreement shall be restated as follows:

   Rent. Tenant agrees to pay rent for the demised premises to Landlord, at the Village Hall in the Village of Howard at 2456 Glendale Avenue, Green Bay, Brown County, Wisconsin or else where as designated from time to time by Landlord, the following Lease payments, beginning on January 1, 2006 and each calendar year thereafter:

Year	Monthly Installment	Total Annual Payment
2006	$3,651.56	$43,818.71
2007	$3,959.30	$47,511.57
2008	$4,274.73	$51,296.75
2009	$4,598.05	$55,176.60
2010	$4,929.45	$59,153.40
2011	$5,269.14	$63,229.68
2012	$5,617.32	$67,407.34
2013	$5,974.20	$71,690.40