

An Intergovernmental Cooperation Agreement  
Between the County and City of Kenosha, Wisconsin  
February 24, 2010

EXHIBIT 1 - COUNTY AUTHORIZING RESOLUTION

KENOSHA COUNTY  
BOARD OF SUPERVISORS  
RESOLUTION NO.

Resolution to Approve an Intergovernmental Cooperation Agreement  
Between Kenosha County and the City of Kenosha and  
Kenosha Public Safety Building Lease Agreements with the City of  
Kenosha and the KENOSHA JOINT SERVICES BOARD

Original  Corrected  2nd Correction  Resubmitted

Date Submitted:

Date Resubmitted:

Submitted By:

Fiscal Note Attached

Legal Note Attached

Prepared By: Frank Volpintesta

Signature:

WHEREAS the County is the owner of the Kenosha Public Safety Building [KPSB], and whereas the County has leased space in the Kenosha Public Safety Building to both the City and the KENOSHA JOINT SERVICES BOARD [KJSB], and whereas these leases have now expired, and

WHEREAS: there is currently a need to expand the space needed by the current occupants of the KPSB, and

WHEREAS: the KENOSHA JOINT SERVICES operation was created by the City and County and is a state-wide model of joint municipal cooperation and consolidation of services that could be performed by civilian employees at a lower cost to both Parties, and which services include communications, 911 emergency fire, police and, emergency medical service dispatch, law enforcement records management and custody of crime scene evidence, identification services, public counter service, property room operations, law enforcement vehicle maintenance; and whereas the cost for operating KENOSHA JOINT

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Between the County and City of Kenosha, Wisconsin  
February 24, 2010

1 SERVICES has been split between the County and the City on a 50-50  
2 basis, and  
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4 WHEREAS: the KENOSHA JOINT SERVICES operation is an integral and essential  
5 part of both the County's and City's charge to maintain law  
6 enforcement and public safety within their respective jurisdictions, and  
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8 WHEREAS: lack of adequate funding for the KENOSHA JOINT SERVICES operation  
9 would severely hamper and jeopardize the delivery of law  
10 enforcement, fire and rescue services to the citizens of both the City  
11 and the County as well as to fire, rescue and law enforcement  
12 personnel responding to crisis situations; and whereas, the County  
13 has maintained that the 50-50 split in the cost of operating KENOSHA  
14 JOINT SERVICES has been fair, but because the City has raised the  
15 issue of tax equity as residents of the City pay taxes levied by the City  
16 and the County, the City and County have agreed to resolve their  
17 differences on a non-precedential basis by having a Fiscal Review  
18 Analysis completed with respect to how the Parties could split the  
19 costs for operating KENOSHA JOINT SERVICES in the future, and  
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21 WHEREAS: a Fiscal Review Analysis provided by Maximus for the purpose of  
22 determining the dollar value of services provided by the KJSB to CITY  
23 and COUNTY residents has been completed, and whereas this review  
24 has examined all services performed by KENOSHA JOINT SERVICES  
25 and furthermore has reviewed services or costs incurred by the CITY  
26 or COUNTY that would normally be within KENOSHA JOINT SERVICES  
27 as originally contemplated, but are incurred exclusively by the CITY or  
28 COUNTY for the benefit of the KENOSHA JOINT SERVICES operation.  
29 And whereas, the analysis has measured each service provided by  
30 KENOSHA JOINT SERVICES as a service unit, and has determined the  
31 cost to provide each unit of service, in accord with the fiscal services  
32 proposal used to procure the Maximus contract as mutually agreed to  
33 and issued by the CITY and the COUNTY, and  
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35 WHEREAS: an operational study of KENOSHA JOINT SERVICES provided by  
36 Performance Methods Inc. dated March 21, 2008 has been completed,  
37 and  
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39 WHEREAS: the Parties rely upon all the laws of the State of Wisconsin for authority  
40 to enter into an Intergovernmental Cooperation Agreement,  
41 particularly Section 66.0301 of the Wisconsin Statutes, and  
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February 24, 2010**

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1 **WHEREAS:** it is in the interest of both the City and County, their respective  
2 employees and their respective citizens that an addition to the KPSB  
3 be constructed to meet the needs of the current occupants and that the  
4 existing Kenosha Public Safety Building be remodeled, and further that  
5 the County, the City and the KJSB enter into new leases as provided  
6 for herein, and that an Intergovernmental Cooperation Agreement be  
7 executed between the City and the County to address cost sharing and  
8 to establish new protocols for the operation of the KJSB, and  
9

10 **WHEREAS:** It is the intent of the City and County to enter into such an  
11 Intergovernmental Cooperation Agreement [IGA] relative to the current  
12 intergovernmental service sharing arrangement known as KENOSHA  
13 JOINT SERVICES. Furthermore, this Agreement is intended to define  
14 the legal basis for the relationship, basic terms and conditions, scope  
15 of service and operational requirements of KENOSHA JOINT  
16 SERVICES, governance, KENOSHA JOINT SERVICES organizational  
17 structure, liability issues, cost allocation formula and amendments to  
18 this formula, dispute resolution, contract monitoring, auditing and  
19 accountability issues, and contract amendments, and  
20

21 **WHEREAS:** the City and County have met and agreed to general guidelines for  
22 resolving outstanding issues pertaining to cost allocation of  
23 construction and remodeling costs and operations of and cost sharing  
24 for KENOSHA JOINT SERVICES and which understandings form the  
25 basis for the attached Agreement; and whereas, it is acknowledged  
26 that by co-locating law enforcement agencies and functions, each  
27 Party will receive cost savings and a maximization of tax dollars as a  
28 result of this cooperative Agreement and that services may also be  
29 provided under separate Agreements to other municipalities seeking  
30 the services provided by KENOSHA JOINT SERVICES.  
31

32 **NOW THEREFORE BE IT RESOLVED THAT** the Kenosha County Board of  
33 Supervisors approve the attached Intergovernmental Cooperation Agreement with  
34 the City of Kenosha pertaining to the construction and remodeling of the Kenosha  
35 Public Safety Building, and the creation of the KENOSHA JOINT SERVICES BOARD  
36 and the attached leases with the City of Kenosha and the KENOSHA JOINT  
37 SERVICES BOARD. And be it further resolved that the Kenosha County Executive  
38 be authorized to execute the aforementioned documents.  
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**An Intergovernmental Cooperation Agreement  
Between the County and City of Kenosha, Wisconsin  
February 24, 2010**

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**Respectfully Submitted:**

**Kenosha County Finance Committee**

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John O'Day,, Chairman                 

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Mark Molinaro, Vice Chairman                 

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Mark Modory                 

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Jeffrey Gentz                 

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Dave Singer                 

**Kenosha County Building and Grounds Committee**

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Doug Noble, Chairman                 

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Mark Molinaro, Vice Chairman                 

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Gabe Nudo                 

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Roger Johnson                 

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Rob Zerban                 

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**An Intergovernmental Cooperation Agreement  
Between the County and City of Kenosha, Wisconsin  
February 24, 2010**

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**Kenosha County Judiciary and Law Committee**

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Bill Michel, Chairman                 

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Jim Huff, Vice Chairman                 

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Bob Haas                 

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Roger Johnson                 

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Ron Johnson                 

ACTION OF THE COMMON COUNCIL OF THE CITY OF KENOSHA

KENOSHA COUNTY  
OFFICE OF THE CORPORATION COUNSEL

**An Intergovernmental Cooperation Agreement  
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February 24, 2010**

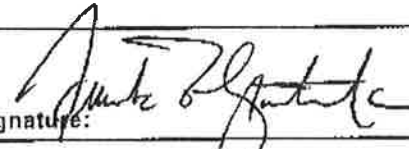
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EXHIBIT 1 - COUNTY AUTHORIZING RESOLUTION

KENOSHA COUNTY  
BOARD OF SUPERVISORS  
RESOLUTION NO. 109

Resolution to Approve an Intergovernmental Cooperation Agreement  
Between Kenosha County and the City of Kenosha and  
Kenosha Public Safety Building Lease Agreements with the City of  
Kenosha and the KENOSHA JOINT SERVICES BOARD

Original x	Corrected "	2nd Correction "	Resubmitted "
Date Submitted:		Date Resubmitted:	
Submitted By: Finance, Building & Grounds & Judiciary & Law			
Fiscal Note Attached "		Legal Note Attached "	
Prepared By: Frank Volpintesta		Signature: 	

**WHEREAS** the County is the owner of the Kenosha Public Safety Building [KPSB], and whereas the County has leased space in the Kenosha Public Safety Building to both the City and the KENOSHA JOINT SERVICES BOARD [KJSB], and whereas these leases have now expired, and

**WHEREAS:** there is currently a need to expand the space needed by the current occupants of the KPSB, and

**WHEREAS:** the KENOSHA JOINT SERVICES operation was created by the City and County and is a state-wide model of joint municipal cooperation and consolidation of services that could be performed by civilian employees at a lower cost to both Parties, and which services include communications, 911 emergency fire, police and, emergency medical service dispatch, law enforcement records management and custody of crime scene evidence, public counter service, property room operations, law enforcement vehicle maintenance; and whereas the cost for operating KENOSHA JOINT SERVICES has been split between the County and the City on a 50-50 basis, and

**WHEREAS:** the KENOSHA JOINT SERVICES operation is an integral and essential part of both the County's and City's charge to maintain law enforcement and

public safety within their respective jurisdictions, and

**WHEREAS:** lack of adequate funding for the KENOSHA JOINT SERVICES operation would severely hamper and jeopardize the delivery of law enforcement, fire and rescue services to the citizens of both the City and the County as well as to fire, rescue and law enforcement personnel responding to crisis situations; and whereas, the County has maintained that the 50-50 split in the cost of operating KENOSHA JOINT SERVICES has been fair, but because the City has raised the issue of tax equity as residents of the City pay taxes levied by the City and the County, the City and County have agreed to resolve their differences on a non-precedential basis by having a Fiscal Review Analysis completed with respect to how the Parties could split the costs for operating KENOSHA JOINT SERVICES in the future, and

**WHEREAS:** a Fiscal Review Analysis provided by Maximus for the purpose of determining the dollar value of services provided by the KJSB to CITY and COUNTY residents has been completed, and whereas this review has examined all services performed by KENOSHA JOINT SERVICES and furthermore has reviewed services or costs incurred by the CITY or COUNTY that would normally be within KENOSHA JOINT SERVICES as originally contemplated, but are incurred exclusively by the CITY or COUNTY for the benefit of the KENOSHA JOINT SERVICES operation. And whereas, the analysis has measured each service provided by KENOSHA JOINT SERVICES as a service unit, and has determined the cost to provide each unit of service, in accord with the fiscal services proposal used to procure the Maximus contract as mutually agreed to and issued by the CITY and the COUNTY, and

**WHEREAS:** an operational study of KENOSHA JOINT SERVICES provided by Performance Methods Inc. dated March 21, 2008 has been completed, and

**WHEREAS:** the Parties rely upon all the laws of the State of Wisconsin for authority to enter into an Intergovernmental Cooperation Agreement, particularly Section 66.0301 of the Wisconsin Statutes, and

**WHEREAS:** it is in the interest of both the City and County, their respective employees and their respective citizens that an addition to the KPSB be constructed to meet the needs of the current occupants and that the existing Kenosha Public Safety Building be remodeled, and further that the County, the City and the KJSB enter into new leases as provided for herein, and that an Intergovernmental Cooperation Agreement be executed between the City and the County to address cost sharing and to establish new protocols for the operation of the KJSB, and

**WHEREAS:** It is the intent of the City and County to enter into such an Intergovernmental Cooperation Agreement [IGA] relative to the current intergovernmental service sharing arrangement known as KENOSHA



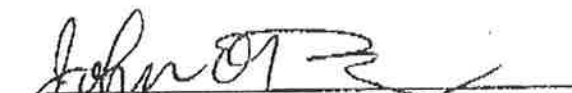


**JOINT SERVICES.** Furthermore, this Agreement is intended to define the legal basis for the relationship, basic terms and conditions, scope of service and operational requirements of **KENOSHA JOINT SERVICES**, governance, **KENOSHA JOINT SERVICES** organizational structure, liability issues, cost allocation formula and amendments to this formula, dispute resolution, contract monitoring, auditing and accountability issues, and contract amendments, and

**WHEREAS:** the City and County have met and agreed to general guidelines for resolving outstanding issues pertaining to cost allocation of construction and remodeling costs and operations of and cost sharing for **KENOSHA JOINT SERVICES** and which understandings form the basis for the attached Agreement; and whereas, it is acknowledged that by co-locating law enforcement agencies and functions, each Party will receive cost savings and a maximization of tax dollars as a result of this cooperative Agreement and that services may also be provided under separate Agreements to other municipalities seeking the services provided by **KENOSHA JOINT SERVICES**.

**NOW THEREFORE BE IT RESOLVED THAT** the Kenosha County Board of Supervisors approve the attached Intergovernmental Cooperation Agreement with the City of Kenosha pertaining to the construction and remodeling of the Kenosha Public Safety Building, and the creation of the **KENOSHA JOINT SERVICES BOARD** and the attached leases with the City of Kenosha and the **KENOSHA JOINT SERVICES BOARD**. And be it further resolved that the Kenosha County Executive be authorized to execute the aforementioned documents.

Respectfully Submitted:

Kenosha County Finance Committee

 John O'Day, Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Mark Molinaro, Vice Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Mark Modory	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 Jeffrey Gentz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Dave Singer*

Dave Singer

**Kenosha County Building and Grounds Committee**

*Doug Noble*

Doug Noble, Chairman

*Mark Molinaro*

Mark Molinaro, Vice Chairman

*Gabe Nudo*

Gabe Nudo

*Roger Johnson*

Roger Johnson

*Rob Zerban*

Rob Zerban

**Kenosha County Judiciary and Law Committee**

*Bill Michel*

Bill Michel, Chairman

Jim Huff, Vice Chairman

*Bob Haas*

Bob Haas

*Roger Johnson*

Roger Johnson

*Ron Johnson*

Ron Johnson

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Between the County and City of Kenosha, Wisconsin  
February 24, 2010**

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**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
Monday, March 1, 2010**

Keith G. Bosman, Mayor                      Michael K. Higgins, City Clerk

**KENOSHA MUNICIPAL  
BUILDING COUNCIL  
CHAMBERS ROOM 200  
Monday, March 1, 2010**

At a meeting of the Common Council held this evening. His Honor, Mayor Keith G. Bosman presided.  
The meeting was called to order at 7:10 p.m.

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Moldenhauer, Ruffolo, Carpenter, Ohnstad, Marks, Ruef, Kennedy, Nudo, Casey, Misner, Prozanski, Orth, Downing and Bogdala. Excused: Alderpersons Holland and Juliana.

A moment of silence was observed in lieu of the invocation.

Mayor Bosman then led the Council in the Pledge of Allegiance to the American Flag.

It was moved by Alderperson Ohnstad, seconded by Alderperson Kennedy, to approve the minutes of the meeting held February 15, 2010.

Motion carried unanimously.

Three (3) Citizens spoke during Citizen's Comments: Angela Cunningham, Holly Meyer & Jose Gomez.

**N. RECOMMENDATIONS FROM THE COMMITTEE ON  
PUBLIC SAFETY & WELFARE**

**O. OTHER**

It was moved by Alderperson Casey, seconded by Alderperson Moldenhauer to:

O.1. Approve Intergovernmental Cooperation Agreement By and Between the County of Kenosha, Wisconsin and the City of Kenosha, Wisconsin, which proposed agreement includes provisions regarding construction of an addition, remodeling and the reaffirmation of the establishment of Joint Services.

O.2. Approve Lease between the County of Kenosha and City of Kenosha for portions of the Public Safety Building. On roll call vote, motion carried unanimously.

**ADJOURNMENT**

There being no further business to come before the Common Council, it was moved by Alderperson

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
Monday, March 1, 2010**

Keith G. Bosman, Mayor                      Michael K. Higgins, City Clerk

Misner, seconded by Alderperson Carpenter, to adjourn at 8:35 p.m.

On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN  
MAYOR**

Attest:

**DEBRA L. SALAS  
DEPUTY CITY CLERK**

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