

**A LEASE AGREEMENT  
BY AND BETWEEN  
KENOSHA COUNTY, WISCONSIN,  
LESSOR,  
AND  
THE CITY OF KENOSHA, WISCONSIN,  
LESSEE  
February 24, 2010**



**LEASE AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WI. AND CITY OF KENOSHA**  
**February 24, 2010**

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**T**his Lease Agreement is entered into by and between Kenosha COUNTY, Wisconsin, a quasi municipal corporation created pursuant to Wisconsin Statutes § 2.01(30) and authorized to enter into contracts pursuant to Wisconsin Statutes § 59.01 and Kenosha COUNTY Board of Supervisors Resolution [as noted in Exhibit 1 of the Intergovernmental Cooperation Agreement referenced herein] and with its principal place of business located at 1010 - 56<sup>th</sup> Street, Kenosha, Wisconsin 53140, hereinafter referred to as "COUNTY" or "LESSOR" and the CITY of Kenosha, Wisconsin, a municipal corporation chartered under the laws of the State of Wisconsin with its principal place of business located at 625 - 52<sup>nd</sup> Street, Kenosha, Wisconsin, 53140 and hereinafter referred to as "CITY" OR "LESSEE."

**PREAMBLE**

**WHEREAS,** Kenosha COUNTY is the owner of the Kenosha Public Safety Building (KPSB) located at the corner of former 55<sup>th</sup> Street and 10<sup>th</sup> Avenue in the CITY of Kenosha, Wisconsin, and

**WHEREAS,** since its construction, and for more than 25 years, Kenosha COUNTY has leased portions of the KPSB to the CITY of Kenosha and to KENOSHA JOINT SERVICES (KJS), and

**WHEREAS,** the purpose of constructing a public safety building to be used jointly by law enforcement agencies of both the COUNTY and CITY of Kenosha was to effectuate improved law enforcement services at the most efficient cost to the citizens of Kenosha COUNTY, and.

**WHEREAS,** the current lease with both the CITY of Kenosha and the KENOSHA JOINT SERVICES has now expired, and

**WHEREAS,** there is now a need to remodel the KPSB and to build an addition to it, and

**WHEREAS,** an Intergovernmental Cooperation Agreement [IGA] authorized pursuant to Wisconsin Statutes Section 66.0301 and executed simultaneously with this lease and incorporated herein as if fully

set forth, has been entered into between the COUNTY of  
Kenosha and the CITY of Kenosha which requires new leases  
between the COUNTY and the CITY and between the COUNTY and  
the KENOSHA JOINT SERVICES BOARD;

NOW THEREFORE WITNESSETH:

IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS AND  
OBLIGATIONS SET FORTH HEREIN AND OTHER GOOD AND VALUABLE  
CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY  
ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 RULES OF CONSTRUCTION

1.01-1 Definitions

Words in this Agreement, unless technical in nature or otherwise  
defined are generally given their common, ordinary, dictionary meaning.

For purposes of this Agreement, the Exhibits attached hereto and so  
incorporated or referenced [unless otherwise defined therein], and  
other documents necessary for the administration of this Agreement,  
the following definitions are agreed upon:

(1) ALTERATION

A construction PROJECT (or portion of a PROJECT) comprising  
revisions within or to prescribed elements of an existing  
structure, as distinct from additions to an existing structure;  
remodeling.

(2) CAPITAL IMPROVEMENTS

CAPITAL IMPROVEMENTS are capital costs incurred after completion of the PROJECT that improve or extend the useful life of the facility, as defined in generally accepted accounting principals. CAPITAL IMPROVEMENTS include, but are not limited to, ALTERATIONS, REMODELING, IMPROVEMENTS AND STRUCTURAL CHANGES.

(3) COUNTY's PUBLIC SAFETY BUILDING BUDGET

The account used by the COUNTY to determine the annual capital and operating costs related to the Kenosha Public Safety Building (KPSB). This cost center is part of the COUNTY Budget, and is statutorily under the oversight of the COUNTY Executive and the COUNTY Board. Costs charged to the COUNTY SAFETY BUILDING BUDGET shall use the MODIFIED FULL COST ACCOUNTING method as defined herein. This account shall not commingle the costs related to the SAFETY BUILDING ADDITION AND REMODELING PROJECT, which shall be allocated to a separate capital fund on the COUNTY books. Whenever practical, costs that specifically apply to a tenant of the KPSB or to the LESSOR shall be paid directly by the tenant or the LESSOR, and shall not be included in the COUNTY SAFETY BUILDING BUDGET. Specific allocation of costs shall not be required when the cost to perform such an allocation is impractical or cost prohibitive. Costs of the KPSB that are mutually beneficial to all tenants and to the LESSOR shall be charged to the COUNTY SAFETY BUILDING BUDGET. After consultation with the CITY, all decisions of the Kenosha COUNTY Board of Supervisors with respect to the amounts and items budgeted in the Kenosha COUNTY SAFETY BUILDING BUDGET shall be final, however, the issue of the reasonableness of the appropriation and the availability of alternatives shall be subject to the dispute resolution provisions of this Agreement.

1 (4) DEBT SERVICE

2  
3 DEBT SERVICE includes principal and interest payments on  
4 bonding secured by the COUNTY and CITY over a period of not  
5 more than 25 years and as provided for herein.  
6

7 (5) EQUIPMENT

8  
9 EQUIPMENT is tangible personal property that is not considered  
10 legally part of a building and/or structure.  
11

12 (6) FIXTURE

13  
14 A FIXTURE is something that is fixed or attached (as to a  
15 building) as a permanent appendage or as a structural part (eg.,  
16 a plumbing FIXTURE or electrical FIXTURE); an item of movable  
17 property so incorporated into real property that it may be  
18 regarded as legally a part of it  
19

20 (7) IMPROVEMENT

21  
22 Any development of land or buildings through the expenditure of  
23 money or labor that is designed to do more than merely replace,  
24 repair, or restore to the original condition. "IMPROVEMENTS" are  
25 generally thought of as permanent and fixed, and supposedly  
26 increase the value of the property.  
27

28 (8) KENOSHA JOINT SERVICES [KJS]

29  
30 KENOSHA JOINT SERVICES [KJS] [also referred to as JOINT  
31 SERVICES [JS] and a/k/a and f/k/a KENOSHA COUNTY AND CITY  
32 JOINT SERVICES and a/k/a and f/k/a KENOSHA CITY AND

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COUNTY JOINT SERVICES [KCCJS] and now re-named as KENOSHA JOINT SERVICES and, where appropriate as referring to its board of directors, as the KENOSHA JOINT SERVICES BOARD [KJSB]: an entity established by the CITY and COUNTY of Kenosha for the purpose of jointly providing 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 such other areas that may be agreed upon from time to time by the CITY and the COUNTY.

(9) MAINTENANCE

MAINTENANCE is cleaning, keeping up or supporting. It is the upkeep or preservation of the condition of property so as to preserve its value and life and prevent deterioration.

(10) MAXIMUS COST ALLOCATION

The cost allocation approach to be used to allocate costs and or budget contributions between the CITY and COUNTY with regard to KJS. This allocation method is defined in Exhibit 3 and 7 of the IGA which this Lease is attached to and is incorporated by reference. The Maximus formula generally determines how KENOSHA JOINT SERVICES costs are to be allocated between the CITY and COUNTY via the IGA including lease costs as defined herein.

(11) MODIFIED FULL COST ACCOUNTING

MODIFIED FULL COST ACCOUNTING is the cost accounting method used to identify all capital and operating costs to be allocated in this Agreement with the exception that depreciation

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is to be specifically excluded. All costs necessary for the efficient and secure operation of the Kenosha Public Safety Building allocable to all tenants of the KPSB shall be included in the COUNTY'S PUBLIC SAFETY BUILDING BUDGET. Costs are in accord with generally accepted accounting principals with the exception that depreciation may not be charged to, from or by any Party to this Agreement.

Indirect costs incurred by the COUNTY shall be included in the COUNTY'S PUBLIC SAFETY BUILDING BUDGET as identified within their indirect cost plan as vetted by an independent third party in accordance with accepted accounting standards (currently Maximus but subject to change at the discretion of the COUNTY). Indirect costs incurred by the CITY to manage the KPSB identified within their indirect cost plan as vetted by an independent third party in accordance with accepted accounting standards (currently Sequoia but subject to change at the discretion of the CITY), shall be included as a cost in accord with this definition of costs and shall be included as a cost in the annual KENOSHA JOINT SERVICES budget. Other indirect costs may be included if mutually agreed.

**(12) REMODEL**

REMODEL means to change the form of a structure or part thereof; to reconstruct or make over in a somewhat different way. REMODELING may or may not require a STRUCTURAL CHANGE.

**(13) REPAIR**

REPAIR means to mend, restore, renovate or to restore to a sound or good state after decay, injury, dilapidation or partial destruction. REPAIR contemplates an existing structure or thing which has become imperfect, and means to supply in the original existing structure that which is lost or destroyed and thereby restore it to the condition in which it originally existed, as near as

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it may be. REPAIRS shall not include CAPITAL IMPROVEMENTS.

(14) SAFETY BUILDING ADDITION AND REMODELING PROJECT a/k/a the PROJECT

The capital IMPROVEMENT PROJECT undertaken for the purpose of building an addition to and REMODELING the existing Kenosha Public Safety Building [KPSB] to include IMPROVEMENTS for the benefit of the COUNTY, KENOSHA JOINT SERVICES and the CITY KPD, as described by the architectural drawings attached to the lease and incorporated into the IGA by reference. The SAFETY BUILDING ADDITION AND REMODELING PROJECT as defined herein does not apply to subsequent capital projects or IMPROVEMENTS made to the KPSB or Addition after completion of the construction contemplated in the IGA referred to herein.

(15) SQUARE FOOTAGE

SQUARE FOOTAGE is gross floor area. This is generally measured from the centers of joint wall partitions. In the alternative gross floor area is measured from the center[s] of interior joint wall partitions to the interior surface of the outside wall. For the purposes of this agreement, SQUARE FOOTAGE will be determined and defined by the ARCHITECT and/or the CONSTRUCTION MANAGER.

(16) STRUCTURAL CHANGE

A STRUCTURAL CHANGE is a change to an important or essential part of a structure.

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**1.01-2      AMBIGUITIES AND INTERPRETATIONS; CONFLICT IN LANGUAGE**

Any provisions, clause or word contained in this Agreement or any document incorporated by reference that is subject to more than one reasonable interpretation as to the intent of the Parties may be considered ambiguous. In the case of such an ambiguity, resort may be made to recognized rules of contract interpretation to determine the intent of the Parties. If any provisions of this Agreement are in conflict, the Parties shall meet to resolve the conflict.

**1.01-3      INCORPORATIONS OF DOCUMENTS AND EXHIBITS**

In case of a conflict between this Agreement and a document or Exhibit incorporated by reference, the Parties shall meet to resolve such conflict.

**ARTICLE 2   GRANT OF LEASE AND DESCRIPTION OF PROPERTY**

**2.01-1      LEASE TO CITY OF PORTIONS OF THE KENOSHA PUBLIC SAFETY BUILDING**

Subject to the terms, conditions, rights, covenants and restrictions set forth in this Agreement and the Intergovernmental Cooperation Agreement heretofore referenced, the LESSOR does hereby lease to LESSEE and the LESSEE hereby leases from the LESSOR certain portions of premises commonly known as the Kenosha COUNTY Public Safety Building, including its 2010 new addition, and hereinafter also referred to as the "Demised Premises" and located at the corner of former 55<sup>th</sup> Street and 10<sup>th</sup> Avenue in the CITY and COUNTY of Kenosha, Wisconsin and more particularly described as follows:

Part of the Original Plat of Southport, lying and  
being in the Southeast Quarter of Section 31, Town

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1                   **2 North, Range 23 East of the 4<sup>th</sup> Principal Meridian,**  
2                   **CITY of Kenosha, COUNTY of Kenosha and State of**  
3                   **Wisconsin, and being more particularly described**  
4                   **as:**

5  
6                   **All of Block 19; and that part of Block 22 described**  
7                   **as: Beginning at the northeast corner of said block;**  
8                   **thence south 88.67 feet; thence west 131.72 feet;**  
9                   **thence south 25.16 feet; thence west 65.93 feet;**  
10                  **thence north 47.85 feet; thence west 65.90 feet to**  
11                  **the west line of said block; thence north 66 feet to**  
12                  **the north line of said block; thence east along said**  
13                  **north line 263.34 feet to the point of beginning.**  
14                  **Also, all of vacated 55<sup>th</sup> Street bounded on the north**  
15                  **by Block 19, on the south by Block 22, on the east**  
16                  **by the west line of [formerly] 10<sup>th</sup> Avenue and on the**  
17                  **west by the east line of 11<sup>th</sup> Avenue. [See Exhibit 2]**

18  
19                  **Said portions of the Kenosha Public Safety Building [KPSB] to be**  
20                  **leased to the CITY KPD shall include, until such time as otherwise**  
21                  **mutually agreed to in writing, the SQUARE FOOTAGE of all of those**  
22                  **areas designated as "CITY KPD Area" appearing in Exhibit 2 attached**  
23                  **hereto and by reference incorporated herein as if fully set forth.**

24  
25                  **Areas designated in the aforementioned Exhibits as "common areas"**  
26                  **including grounds, sidewalks and parking areas shall be the**  
27                  **responsibility of the COUNTY.**

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**ARTICLE 3 TERM**

**3.01-1 INITIAL TERM**

Except as may hereinafter be set forth with respect to provisions within this Agreement that may extend beyond its term, the initial term and effective date of this Lease shall be from January 1, 2010 and ending at 11:59PM 12/31/2034.

**3.01-2 SUBSEQUENT TERM**

At the expiration of the initial term of this lease, the Lease shall remain in effect for an additional period of two years commencing at 12:01AM 1/1/2035 and ending at 11:59 PM 12/31/2036. Provided, however, that unless terminated by either Party by written notice as provide for herein and delivered no more than 730 days nor less than 365 days prior to the expiration of the initial term or any subsequent term, the aforementioned Lease will, however, automatically renew on each annual anniversary of this Agreement for an additional two year period.

Except as may be provided for herein, all of the terms and conditions of this lease and any amendments which may be made in writing by the Parties, shall remain the same during any subsequent term. The Demised Premises shall revert to the LESSOR at the end of this lease or as it may be extended and that at that time the LESSEE shall vacate the Demised Premises in good condition, wear and tear excepted. Upon 365 days notice, the LESSOR may notify the LESSEE of any proposed change in rent or insurance coverage. The Parties shall negotiate in good faith on this issue.

It is the intent of the Parties that upon the commencement of the initial term of this lease as described above, the existing Lease Agreement between the COUNTY and the LESSEE be terminated.

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**3.01-3            HOLDING OVER**

Where 365 days notice has been given by either Party as provided for herein to terminate this lease, holding over beyond 365 days and the terms of such holdover shall be mutually agreed upon by the Parties.

**3.01-4            TERMINATION**

Except as herein provided or unless termination is mutually agreed upon by the Parties, no breach or violation of any of the terms of this Agreement by either Party shall operate to void or terminate or provide grounds for termination of this Agreement, it being the intent of the Parties that the provisions of this Agreement shall be subject to the Dispute Resolution provisions set forth in Article 7 of this Agreement. The non-performing Party shall correct any substantial noncompliance with the terms of this lease, (including, but not limited to nonpayment of rent), within forty-five (45) days of written notice by the other Party of such noncompliance. If the non-performing Party fails to correct any noncompliance within said period, the other Party may take any necessary corrective action, including but not limited to necessary repairs and set-offs, as provided in Article 7 of this Agreement, the direct and indirect costs of which shall be the responsibility of the non-performing Party.

ARTICLE 4 CONSIDERATION

4.01-1 LEASE PAYMENTS

The rental rate used to charge LESSEE shall be based upon the COUNTY adopted KENOSHA PUBLIC SAFETY BUILDING BUDGET divided by total SQUARE FOOTAGE of the KPSB, [see Exhibit 2]. The resulting rental rate shall be multiplied by SQUARE FOOTAGE allocated to the LESSEE and as shown in Exhibit 2, which square footage calculation includes "common areas" in arriving at total annual rental to be charged to the LESSEE. The SQUARE FOOTAGE allocation may change from time to time as new construction, REMODELING, or relocation of certain operations within the KPSB occurs. To effectively charge actual costs, costs shall be adjusted using estimated costs for purposes of calculating the rental rate plus or minus actual audited costs for the PUBLIC SAFETY BUILDING BUDGET in the audit completed for the year two years prior to the current budget (e.g. 2008 costs used to calculate the 2008 rental rate plus or minus 2008 audited costs to adjust 2010 budgeted costs). A preliminary rental rate shall be established on or before July 1 of each year. Rental to be charged to the LESSEE using the agreed upon rental rate shall be used by KENOSHA JOINT SERVICES to prepare a preliminary draft budget. A final rental rate shall be determined no later than Sept. 10 of each year. This final rental rate shall be used by KENOSHA JOINT SERVICES in calculating its final budget, unless amended through mutual Agreement with the CITY of Kenosha and Kenosha COUNTY.

For the period of January 1, 2010 through December 31, 2010, the SQUARE FOOTAGE allocation for the LESSEE shall equal the space allocation prior to the PROJECT. For periods beginning January 1, 2011, the SQUARE FOOTAGE allocation for the LESSEE will equal the updated KPSB SQUARE FOOTAGE allocations based on the completed PROJECT (see Exhibit 2).

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1 Whenever practical, the LESSEE shall reimburse the COUNTY directly  
2 its share of the operating and other capital costs of the KPSB that can  
3 be specifically allocated to the LESSEE, with the exception that DEBT  
4 SERVICE payments related to the SAFETY BUILDING ADDITION AND  
5 REMODELING PROJECT shall be paid separately in accord with the IGA,  
6 and shall not be part of the COUNTY'S PUBLIC SAFETY BUILDING  
7 BUDGET. The COUNTY's PUBLIC SAFETY BUILDING BUDGET shall be  
8 developed using MODIFIED FULL COST ACCOUNTING as defined in this  
9 lease. These costs are described but are not limited to costs itemized  
10 in detail in section 5 of this lease, and shall include but not be limited  
11 to: utilities, telecommunications equipment and operating costs,  
12 MAINTENANCE, cleaning, insurance [not required to be provided by the  
13 LESSEE], REPAIRS, supplies, personnel costs, professional services  
14 (e.g. consulting costs), EQUIPMENT; indirect costs; and major  
15 IMPROVEMENTS to the KPSB. The provisions of the previous sentence  
16 notwithstanding, major IMPROVEMENTS to the KPSB made during the  
17 calendar year exceeding \$125,000 in the aggregate adjusted annually  
18 for inflation using the CPI-U that impacts the COUNTY's PUBLIC  
19 SAFETY BUILDING BUDGET greater than \$125,000 in the aggregate  
20 adjusted annually for inflation using the CPI-U shall require mutual  
21 agreement by the CITY and COUNTY. In lieu of charging full cost of a  
22 capital item in one budget year, charges for capital items on building  
23 IMPROVEMENTS or major EQUIPMENT acquired subsequent to the  
24 SAFETY BUILDING ADDITION AND REMODELING PROJECT shall be  
25 permissible over time subject to mutual Agreement between the Mayor  
26 of the CITY of Kenosha and the Kenosha COUNTY Executive.

27  
28 Neither the LESSEE nor COUNTY shall obstruct ALTERATIONS.  
29 IMPROVEMENTS or REPAIRS necessary relative to the safety, security,  
30 or integrity of the building.

31  
32 CAPITAL IMPROVEMENTS shall be allocated to the COUNTY's PUBLIC  
33 SAFETY BUILDING BUDGET and charged through the rental rate unless  
34 otherwise mutually agreed upon by the Parties.

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Phase in period: During the period of construction of the SAFETY BUILDING ADDITION AND REMODELING PROJECT, the COUNTY's PUBLIC SAFETY BUILDING BUDGET will use assumptions regarding occupancy and use of the new and REMODELED KPSB. These assumptions will impact costs used to calculate the rental rate. For example, the cost of utilities will be impacted due to the increase in total SQUARE FOOTAGE of the KPSB. While the rental rate to be charged is partially based upon budgeted costs, it is retrospectively adjusted for actual costs in accord with the COUNTY audit. Therefore, the process defined in this lease used to calculate the rental rate is self correcting, and no special terms or conditions relative to the impact that a phase in period might have on the rental rate are necessary.

**4.01-2 THIS SECTION LEFT BLANK INTENTIONALLY**

**4.01-3 SPECIAL CHARGES, UTILITY PAYMENTS AND ASSESSMENTS**

LESSEE or LESSOR caused damage or non-budgeted, non-emergency LESSEE-requested or non-budgeted, non-emergency LESSOR-directed REMODELING, ALTERATIONS, IMPROVEMENTS, or STRUCTURAL CHANGES shall be paid directly by the responsible Party.

Non-budgeted, non-insured emergency REPAIRS for amounts less than \$200,000 in the aggregate as adjusted annually by the CPI-U, will be made by the LESSOR and the costs for which shall be included in the COUNTY'S PUBLIC SAFETY BUILDING BUDGET for the following year. Non-budgeted, non-insured emergency repairs, for amounts greater than \$200,000 in the aggregate as adjusted annually by the CPI-U, will be made by the LESSOR and the cost for which will be paid in a mutually agreed upon manner.

LESSEE may, if agreed to by the COUNTY, separately meter charges [if

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practical and provided that no double-billing will occur] for the consumption of electricity and any other utilities associated with its use of the Premises and shall pay all costs associated therewith.

Special municipal charges and assessments shall be paid by the COUNTY and added to the COUNTY's PUBLIC SAFETY BUILDING BUDGET.

**4.02-1 DUE DATE**

All of the heretofore mentioned payments shall be made on or before the 1<sup>st</sup> day of each month for the prior month during the duration of this lease and shall be forwarded to the office of the Kenosha COUNTY Treasurer located at 1010 – 56<sup>th</sup> Street, Kenosha, Wisconsin, 53140. Payments made by the 10<sup>th</sup> of the month in which said payment is due shall not be deemed past due. The first payment shall be due on February 1, 2010:

**ARTICLE 5. RIGHTS AND RESPONSIBILITIES OF LESSOR AND LESSEE**

**5.01-1 RIGHTS AND RESPONSIBILITIES OF LESSOR - OWNERSHIP**

The COUNTY of Kenosha shall be the sole owner of the Public Safety Building. Due to such ownership, certain rights and responsibilities with respect to the entire premises, including the Demised Premises, are assumed exclusively by the LESSOR, COUNTY of Kenosha. Certain costs associated with the implementation of such rights and responsibilities are subject to the reimbursement, allocation, and consideration formulas contained herein. These rights and responsibilities shall include, but not be limited to:

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- (1) Overall responsibility for the KPSB, including but not limited to, MAINTENANCE, janitorial services, sanitation, sewage and waste disposal, REPAIRS and general building operation.**
- (2) Utility costs, including telephone service and broadband access, unless specifically identified, allocated or charged directly to the LESSEE.**
- (3) Payment of premiums for Insurance required of the COUNTY as set forth herein or risk financing costs, as appropriate, to financially protect COUNTY property and COUNTY liability exposure inherent in this Agreement except for personal property and contents belonging to the LESSEE and other insurance required of the LESSEE as set forth herein, the premiums of which shall be the responsibility of the LESSEE.**
- (4) Except as hereinafter set forth, the COUNTY shall also be responsible for making all CAPITAL IMPROVEMENTS, including ALTERATIONS, IMPROVEMENTS, REMODELING, and STRUCTURAL CHANGES. Any CAPITAL IMPROVEMENTS requested by the LESSEE must be approved by the LESSOR and shall be the sole responsibility of the LESSEE. Any CAPITAL IMPROVEMENT solely benefiting the LESSOR shall be the sole responsibility of the LESSOR and the costs for which shall not be in the PUBLIC SAFETY BUILDING BUDGET. All CAPITAL IMPROVEMENTS, including ALTERATIONS, IMPROVEMENTS, REMODELING, and STRUCTURAL CHANGES, which affect common areas and shared EQUIPMENT, including those areas that are outdoors, are subject to the reimbursement, allocation, and consideration formulas contained herein. All ALTERATIONS, IMPROVEMENTS, REMODELING, and STRUCTURAL CHANGES shall be done in accordance with the requirements of applicable State and COUNTY bidding and purchasing laws and ordinances and all applicable building codes.**

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Notwithstanding anything contained in this Agreement to the contrary, the COUNTY is responsible to make all emergency REPAIRS. Emergency REPAIRS must be responded to immediately and completed in a timely basis based on the nature of the emergency. Should the COUNTY not provide for timely emergency REPAIR, the LESSEE may proceed to make the REPAIR at its cost and submit the cost of repair to the LESSOR for reimbursement. LESSOR will make reimbursement to the LESSEE within 45 days of receiving the reimbursement request.

- (5) Landscaping and parking and sidewalk MAINTENANCE and REPAIR and snow and ice removal; maintaining the buildings and grounds in a clean and sanitary condition and removal of rubbish and obstructions; obeying all lawful fire, police and health orders and regulations affecting the Demised Premises to the extent that such ordinances and regulations apply to the LESSOR.
- (6) Posting of external and common area signs unless otherwise required by law or mutually agreed to administratively.
- (7) Painting and decorating in the common areas.
- (8) Selection of office furniture for all common areas as herein defined.
- (9) MAINTENANCE of elevators.
- (10) MAINTENANCE of heating, ventilating and air conditioning systems.
- (11) Establishing minimum security rules that pertain to the use of the Kenosha COUNTY Public Safety Building, including the Demised

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Premises and the surrounding grounds and parking areas.

(12) Storage and disposal of waste.

(13) Application for grants or studies pertaining to the KPSB as prescribed in Section 3.01-18(7) of the IGA .

(14) Location, installation, MAINTENANCE and REPAIR of FIXTURES in all common areas.

(15) Unless otherwise provided for herein, those rights and duties specified in Wisconsin Statutes, (2007-2008) section 704.07.

**5.01-2 SECURED AREA**

LESSOR and LESSEE shall be responsible for security within their respective areas. That area designated by the Sheriff of Kenosha COUNTY as the "secured area" of the Kenosha COUNTY Public Safety Building, which appears indicated as such on the attached Exhibit 2, shall, however, be under the exclusive jurisdiction of the Kenosha COUNTY Sheriff and subject to such rules and regulations as he may from time to time prescribe. The Sheriff shall also be responsible for programming all security systems on the premises and for the issuance of identification cards.

**5.01-3 ACCESS RIGHTS**

It is agreed between the Parties that LESSEE shall permit the LESSOR or its agents to have access to the Demised Premises or portions thereof as may be leased to LESSEE at any time upon 24 hours notice for purposes of inspections MAINTENANCE or REPAIRS or determining compliance with this lease. In the event of an emergency, immediate access shall be allowed unless otherwise agreed to by the parties for

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a special purpose. However, regardless of any provision contained in this section, the Chief of Police for the CITY of Kenosha may from time to time and as circumstances deem appropriate restrict access into the area(s) leased by the CITY KPD (excluding common areas) based upon public safety issues. In addition, regardless of any provision contained in this section, the Sheriff for Kenosha COUNTY or the Chief of Police for the CITY of Kenosha may from time to time and as circumstances deem appropriate restrict access into the area(s) leased by KJS based upon public safety issues.

**5.01-4 REPRESENTATIONS AND WARRANTIES**

LESSOR makes no representations or warranties, either express or implied, except as hereinafter set forth. LESSOR represents and warrants the following to LESSEE with respect to LESSOR's Parcel and the Premises:

(1) Provided that LESSEE is not in default under the terms of this Agreement, LESSOR (and its agents) shall not disturb or interfere with the quiet and peaceable enjoyment of the Premises by LESSEE and LESSOR-authorized sub-LESSEES pursuant to LESSEE's rights under this Agreement.

(2) LESSOR has no notice or knowledge of any conditions affecting LESSOR's Parcel or the Premises that would constitute a violation of any applicable federal, state or local law or regulation.

(3) LESSOR has no notice or knowledge of any condition that would affect the health or safety of any individual on the leased premises. It is understood that portions of the KPSB are utilized as a COUNTY jail.

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**5.01-5 DUTY TO DISCLOSE DEFECTS AND HEALTH AND SAFETY CONDITIONS**

LESSOR has a duty to timely disclose as soon as possible any defects and/or health and safety hazards to the LESSEE. LESSEE has a duty to timely disclose as soon as possible any health and safety hazards discovered in the Demised Premises to the LESSOR. Only for the purposes of this notification, the Sheriff of the COUNTY of Kenosha will be considered an agent of the LESSOR.

**5.01-6 REQUESTED MEETINGS**

LESSEE shall meet with the LESSOR and/or other LESSEES or their agent and the LESSOR shall meet with any LESSEE and/or its agent upon written request for the purpose of discussing those topics pertaining to this lease, the allocation of space, examination of the reasonable exercise of LESSOR's or LESSEE's responsibilities, proposed lease amendments, or other considerations pertaining to the Kenosha COUNTY Public Safety Building.

The parties agree to make available to each other any documents, books, accounts, records, reports, computer programs, files, notes, documents or other MATERIALS in their possession pertaining to the KPSB or the operation of the Lease.

**5.02-1 RIGHTS AND RESPONSIBILITIES OF LESSEE**

The rights and responsibilities of the LESSEE shall be governed by this Lease Agreement and the aforementioned Intergovernmental Agreement and the actions taken and resolutions enacted by the LESSEE and COUNTY pertaining thereto.

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**5.02-2            USE OF THE PREMISES AND FITNESS FOR PURPOSE**

It is the intent of the LESSEE to use the Demised Premises specifically for the purpose of Kenosha Police Department administration and operations as well as any other uses that may be agreed to from time to time by the CITY and the COUNTY. LESSOR shall assure that the Demised Premises will be fit for such purposes.

**5.02-3            EXCLUSIVE USE**

LESSOR grants to LESSEE the exclusive use, for the aforementioned purposes only, of the Demised Premises during the term of this Agreement. The Parties further agree to not interfere with each others use of the KPSB or use by other tenants. The Parties shall not grant to any other Party, an interest in or right to the Premises for any reason whatsoever without the other Parties prior written consent which consent would only be denied if such interest or right would interfere with the business operations of the other Party or authorized sub-LESSEES. Furthermore, neither Party shall utilize the KPSB for purposes not related to law enforcement, Emergency Management or Information Technology.

**5.02-4            ASSIGNMENT AND SUB-LETTING**

This Lease may not be assigned or sublet, including but not limited to other CITY departments, offices or agencies, without the prior written approval of the LESSOR, which approval would only be denied if such interest or right would interfere with the business operations of LESSOR or any other LESSEE on the Premises. In the event of an assignment of this Lease, the assignee must become a signatory to this Agreement and assumes all obligations of the LESSEE arising under the terms of this Agreement. It is understood that the COUNTY will lease certain portions of the KPSB to KJS and intends to utilize its portion of the KPSB for exclusive use by the Kenosha COUNTY Sheriff, Kenosha COUNTY Jail and for the COUNTY Divisions of Information Technology

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1                   and Emergency Management.

2  
3       **5.02-5           PARKING, GAS PUMPS, CAR WASH AND SHOOTING RANGE**

4  
5                   Parking assignments and day-to-day parking operations, shall be the  
6                   responsibility of KENOSHA JOINT SERVICES.

7  
8                   Notwithstanding any provision to the contrary contained herein,  
9                   outdoor parking in Lot # 4 as designated in § 7.03 (3)(b) 7 of the  
10                  Municipal Code of Kenosha COUNTY or as it may be amended from time  
11                  to time will be utilized for law enforcement purposes by the LESSOR or  
12                  LESSEE on a first come, first served basis.

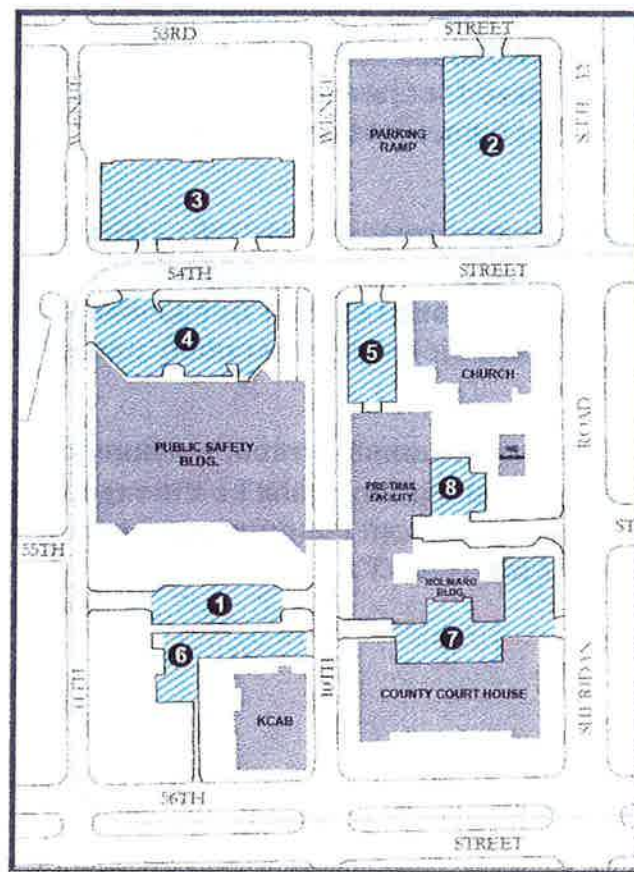
13  
14                  Notwithstanding any provision to the contrary contained herein,  
15                  outdoor parking in Lot # 1 as designated in § 7.03 (3)(b) 4 of the  
16                  Municipal Code of Kenosha COUNTY or as it may be amended from time  
17                  to time will be utilized for short-term public, non-employee parking.

18  
19                  Day-to-day operations, administration, maintenance and repair of the  
20                  car wash and shooting range shall be the responsibility of Joint  
21                  Services. The gas pumps and underground tanks remain the  
22                  responsibility of the COUNTY.

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KENOSHA COUNTY CIVIC CENTER  
DESIGNATED PARKING AREAS

Designated Parking Lots      Parking Lot Number



Map Prepared by the Kenosha County Department of Planning and Development

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**5.02-6          PHONE SERVICE AND BROADBAND**

LESSEE shall be responsible for its own phone service when so identified and allocated. To the extent that the COUNTY is contractually allowed, broadband availability and capability shall be accorded to the LESSEE with the proviso that any additional wiring or EQUIPMENT charges shall be paid for by the LESSEE. Nothing contained herein shall preclude the LESSEE from choosing an alternative provider of broadband services with the understanding, however, that in such case the LESSEE shall be responsible for all associated costs.

**5.02-7          OFFICE EQUIPMENT AND FURNITURE**

LESSEE office EQUIPMENT and furniture shall be purchased, installed, maintained, REPAIRED, secured and insured by the LESSEE .

**5.02-8          DUTY TO DISCLOSE CONFLICTS OF INTERESTS AND ETHICS CODE VIOLATIONS AND VIOLATIONS OF THE LAW**

The parties agree to report to each other any violation of either the COUNTY or CITY Code of Ethics or any violation of state law with regard to the Parties activities as LESSOR and LESSEE.

**5.02-9          THIS SECTION LEFT BLANK INTENTIONALLY**

**5.02-10        THIS SECTION LEFT BLANK INTENTIONALLY**

**5.02-11        VACATING PREMISES AND RETURNING IN GOOD CONDITION**

Upon the termination of the operation of this lease, the Demised Premises shall be returned to the LESSOR in good and undamaged condition, taking into account normal wear and tear.

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**5.02-12 COMPLIANCE**

LESSEE shall have the responsibility of complying with all reasonable requests of the LESSOR as they pertain to the day to day operation and MAINTENANCE of the KPSB. LESSEE shall have those rights and duties provided for under Wisconsin Statutes (2007-2008) section 704.07 unless otherwise provided for herein. Furthermore, LESSEE shall not commit waste or damage on the leased premises, wear and tear excepted.

**5.02-13 FAILURE OF PARTIES TO PERFORM**

In the event that either Party fails to perform its obligations under the terms and time-frames of this Agreement, the other Party may proceed with such performance and charge the non-performing Party for the cost associated therewith.

**5.03-1 ALTERATIONS, IMPROVEMENTS, AND FIXTURES**

ALTERATIONS, IMPROVEMENTS, and FIXTURES shall remain upon the Demised Premises at the time of the termination of this lease, and shall be and remain the property of the LESSOR. The COUNTY reserves the right to disallow the installation of any FIXTURE, or any ALTERATION, IMPROVEMENT or REPAIR that would compromise the integrity of the KPSB or of the Demised Premises or endanger the health or safety of individuals. Notwithstanding any above provision to the contrary, LESSEE - installed FIXTURES may be removed with a minimum of 24 hours notice of such intent to remove to the COUNTY provided that the LESSEE restores the area from which the FIXTURE was removed to its original condition.

1       **5.03-2       CLAIMS AND LIEN WAIVERS**

2  
3       **LESSEE shall cause no action which would result in a construction or**  
4       **other lien against the leased property. Upon notification of any claim**  
5       **or lien affecting the leased property, the LESSEE shall remove such lien**  
6       **or resolve such claim within thirty (30) days or in lieu thereof escrow**  
7       **funds with the LESSOR sufficient to satisfy such liens or claims.**

8  
9  
10  
11       **ARTICLE 6   RISK MANAGEMENT**

12  
13       **6.01        INTENT**

14  
15       **This Article is intended to address risk management between the**  
16       **parties as well as insurance requirements which may change from time**  
17       **to time. As circumstances warrant, this Article may be amended**  
18       **administratively by mutual consent of the Kenosha COUNTY Executive**  
19       **and Mayor for the CITY of Kenosha. Any failure on their part to agree to**  
20       **any change in the terms of this Article shall not be subject to the**  
21       **Dispute Resolutions provisions of this Agreement.**

22  
23       **6.01-1       INDEMNIFICATION AND HOLD HARMLESS**

24  
25       **LESSEE shall defend, indemnify and hold harmless Kenosha COUNTY**  
26       **and its officials, officers, departments, agencies, committees, Board**  
27       **members, representatives, employees, agents, contractors and**  
28       **attorneys (collectively, "Indemnified Parties") against any and all**  
29       **liability, actions or causes of action, loss, claims, demands, adverse**  
30       **administrative law violations, suits, judgments, rulings, or**  
31       **consequences, costs, damages, fines, forfeitures, penalties, expenses**  
32       **(including actual and reasonable attorney fees of counsel selected by**  
33       **Kenosha COUNTY and all other costs and expenses of litigation), of**

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every kind and description, or injury to persons or property damage or other liability direct or indirect, alleged or proven, arising out of directly or indirectly or in connection with, or occurring during, the course of this Agreement where such liability is founded upon or occurring out of, the acts or omissions of LESSEE, its officers, officials, agents, assigns, or employees. LESSEE agrees to protect itself and Kenosha COUNTY under this indemnity Agreement with the insurance coverages and securities set forth in this Agreement.

LESSOR shall defend, indemnify and hold harmless the LESSEE and its officials, officers, departments, agencies, committees, Council and Board members, representatives, employees, agents, contractors and attorneys (collectively, "Indemnified Parties") against any and all liability, actions or causes of action, loss, claims, demands, adverse administrative law violations, suits, judgments, rulings, or consequences, costs, damages, fines, forfeitures, penalties, expenses (including actual and reasonable attorney fees of counsel selected by LESSEE and all other costs and expenses of litigation), of every kind and description, or injury to persons or property damage or other liability direct or indirect, alleged or proven, arising out of directly or indirectly or in connection with, or occurring during, the course of this Agreement where such liability is founded upon or occurring out of, the acts or omissions of LESSOR, its officers, officials, agents, assigns, or employees. LESSOR agrees to protect itself and LESSEE under this indemnity Agreement with the insurance coverages and securities set forth in this Agreement.

Subject to the provisions of § 6.01-8 of this Agreement [ie., non waiver of liability caps, defenses and immunities] it is understood and agreed that all Parties to this Agreement would bear only that responsibility and any resultant legal and/or financial (including court costs and attorney fees) liability, either awarded or stipulated to and arising out of their occupancy or operation of the leased premises, which is based upon their own negligent or intentional acts or omissions or those of their officials, agents or employees.

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**6.01-2            MUTUAL WAIVER OF SUBROGATION**

LESSOR and LESSEE shall cause a waiver of subrogation to be included in their respective policies to the extent allowed for by law and their respective policies of insurance.

Kenosha COUNTY shall not be liable to LESSEE for any injuries to LESSEE's employees arising out of or in connection with this Agreement including any and all work of any type performed by LESSEE upon the Premises or Property, including injuries arising during EQUIPMENT installation, ALTERATION, modification, IMPROVEMENT, MAINTENANCE, REPAIR, replacement, or use, or ingress or egress to or from the Property.

LESSEE shall not be liable to Kenosha COUNTY for any injuries to Kenosha COUNTY's employees arising out of or in connection with this Agreement including any and all work of any type performed by Kenosha COUNTY upon the Premises or Property, including injuries arising during EQUIPMENT installation, ALTERATION, modification, IMPROVEMENT, MAINTENANCE, REPAIR, REMODELING, CAPITAL IMPROVEMENT, replacement, or use, or ingress or egress to or from the Property.

**6.01-3            SURVIVAL OF PROVISIONS**

All indemnification obligations of the Parties under this Agreement shall survive the expiration or earlier termination of this Agreement with respect to any and all claims and causes of action arising from events occurring prior to the expiration or termination of this Agreement. Such obligations of each Party shall remain operative until the time that all potential claims or potential civil actions by the Parties or by third Parties shall expire.

**6.01-4            THIS SECTION LEFT BLANK ON PURPOSE**

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**6.01-5 RISK MANAGEMENT - INSURANCE REQUIREMENT**

At all times during the term of this Agreement, LESSEE and LESSOR shall keep in full force and effect all insurance policies as provided for herein and at the minimum terms and limits hereinafter set forth. The insurer must be authorized to do business under the laws of the State of Wisconsin and have an "A- VII " or equivalent or better rating by A.M. Best (or acceptable governmental pool alternatives). Such insurance will be primary for actions and/or omissions performed pursuant to this Contract.

Notwithstanding any provision to the contrary contained in this Agreement, the parties may be self-insured to the extent called for in this Agreement.

LESSOR is not responsible for procuring insurance for the purpose of protecting personal property owned by the LESSEE including all office EQUIPMENT and furniture, including furniture being purchased by the LESSEE from the COUNTY.

Except as otherwise stated in this Agreement, all assigns or agents and all contractors and all of their subcontractors who perform work under the provisions of this Agreement shall carry, in full force and effect, worker's compensation, commercial general liability, umbrella liability, and automobile liability insurance coverages of the type that LESSEE is required to obtain under the terms of this Agreement and with the same limits and additional named insureds.

**6.01-6 ADDITIONAL INSURED**

With respect to all liability insurance required by this Agreement of the LESSEE and/or its assigns, contractors and their subcontractors arising out of this Agreement, Kenosha COUNTY, its Board members, commissioners, agents, officers, employees and representatives

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(collectively, "Additional Insureds") shall when not prohibited by law or by a chosen policy of insurance be named as additional insureds , which shall be so stated on a Certificate of Insurance.

With respect to all liability insurance required by this Agreement of the LESSOR and/or its assigns, contractors and their subcontractors arising out of this Agreement, the LESSEE, its Council or Board members, commissioners, agents, officers, employees and representatives (collectively, "Additional Insureds") shall when not prohibited by law or by a chosen policy of insurance be named as additional insureds, except for business interruption and worker's compensation policies, which shall be so stated on a Certificate of Insurance.

**6.01-7            THIS SECTION LEFT BLANK ON PURPOSE**

**6.01-8            NON-WAIVER OF LIABILITY CAPS, DEFENSES AND IMMUNITIES**

No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by the COUNTY or the CITY of the provisions of Section 893.80 of the Wisconsin Statutes or amendment thereto or other applicable limits on municipal liability, nor shall any provision be construed to be a waiver of any defense or immunity available to either Party.

**6.01-9            PROOF OF INSURANCE**

Each Party shall furnish the other Party with a certificate of insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Party meets the insurance requirements identified above. The Certificate of Insurance shall reference the additional insureds required herein, the Parties holding and entitled to the certificate of insurance, waivers of subrogation as herein required and also include a provision prohibiting

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cancellation of said policy or change in terms except upon 30 days prior written notice to the COUNTY or CITY, as the case may be, of such cancellation. A copy of the Certificate of Insurance shall be delivered to the Party entitled to the certificate of insurance no later than 60 days after execution of this Agreement for final approval. Certificates of Insurance coverage shall be provided upon demand by each Party, upon any change in an insurance policy and upon the yearly anniversary date of the execution of this Agreement. Upon renewal of the required insurance and annually thereafter, the Party entitled to such certificate shall receive a new Certificate of Insurance.

Upon giving reasonable notice, the Parties shall have the right to inspect the insurance policies that are required to be maintained under this Agreement, along with any riders or amendments thereto.

**6.01-10 NOTICE OF LITIGATION**

Each Party shall notify the other immediately upon the commencement of any litigation against them where there is any possibility that the other Party or the Additional Insureds may be made a Party thereto. In the event any actions, suit or other proceeding is brought against the COUNTY or the LESSEE or the Additional Insureds upon any matter herein indemnified against, COUNTY and LESSEE shall cooperate to the extent possible with the defense of the action, suit or other proceeding.

**6.01-11 THIS SECTION LEFT BLANK INTENTIONALLY**

**6.01-12 INDEPENDENT EMPLOYEES**

Except as may be provided for in § 3.01-15 of the heretofore referenced Intergovernmental Agreement [ie., pertaining to loaned employees], for all intents and purposes, the employees of the COUNTY, CITY and KENOSHA JOINT SERVICES shall be independent from the employees

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of each other Party to this Agreement unless specifically mutually agreed upon.

**6.02-1            GENERAL LIABILITY**

As sole owner of the KPSB, the COUNTY will assume its responsibility for general liability including those areas that are outdoors and the parking area of the premises. This financial responsibility may be provided by insurance policies, with or without deductibles, as available in the insurance industry; however, this section will not be voided if insurance is not provided nor available.

Liability for municipal operations of the LESSEE are not assumed by the COUNTY of Kenosha except as may be otherwise provided for in this Agreement. The LESSEE may provide financial protection for their interests as LESSEE deems appropriate. LESSEE will, to the extent allowed for by law and the policy chosen by the LESSEE, include Kenosha COUNTY, its board members, commissioners, agents, officers, employees and representatives as an additional insured on their general liability policy.

At all times during the term of this Agreement, LESSOR shall keep in force and effect a commercial general liability policy on an occurrence basis to provide coverage for bodily injury and property damage. Limits of liability shall not be less than \$1.0 million per occurrence and \$2.0 million aggregate.

At all times during the term of this Agreement, LESSEE shall keep in force and effect a commercial general liability policy on an occurrence basis to provide coverage for bodily injury and property damage. Limits of liability shall not be less than \$1.0 million per occurrence and \$2.0 million aggregate.

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**6.02-2      PROPERTY COVERAGE**

**LESSOR shall maintain an all risk property policy (or self-insure) on the KPSB, accessory structures and surrounding grounds of the KPSB under its control including any contents and other IMPROVEMENTS, including all EQUIPMENT, FIXTURES, utilities, structures, fencing, or support systems that may be built or placed upon the Property and which are owned only by Kenosha COUNTY. Said policy shall include boiler and machinery breakdown coverage. Contents owned by LESSEE shall be the responsibility of the LESSEE.**

**The COUNTY shall protect the interests in the real property in amounts at least equal to the replacement value of said building. In case of loss, except as herein provided, the COUNTY may apply the proceeds of such insurance or other financial reserves to the REPAIR and restoration of the building to its former condition, or in such other manner as will make said building usable or tenetable to the satisfaction of each LESSEE and the COUNTY. In the event the County does not rebuild the PSB, it is understood that insurance proceeds will equal book value.**

**If in the judgment of the COUNTY, the funds received from such insurance policies, or otherwise, shall be insufficient to reconstruct the building or to make the building usable or tenantable, then in that case, the COUNTY shall hold and/or invest the funds paid to it or held by it by reason of such loss for the benefit of the holders of outstanding safety building bonds and said monies shall be deposited by the COUNTY in trust for the benefit of the bondholders being used to pay the principal and interest on said bonds as they mature. Any monies received by the COUNTY in excess of what is required to REPAIR or replace the KPSB or held for the benefit of bondholders shall be retained by the COUNTY.**

**The Parties agree that the KPSB has several attributes due to its siting within the CITY of Kenosha for the Kenosha Police Department, including proximity to Joint Services (for ease of access by officers coming on and off shift and to the Records, Evidence, and Vehicle Maintenance divisions of Joint Services), proximity to the jail, proximity to the Courthouse, the Municipal Office Building and to the Sheriff's**

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1 Department (to allow for sharing of equipment, e.g., intoximeter,  
2 shooting range, roll call rooms).

3  
4 In the event that the KPSB is lost due to a catastrophe (e.g., fire;  
5 tornado), the CITY and COUNTY each needs to insure that both the  
6 Kenosha Sheriff's Department and the CITY KPD have a functioning  
7 facility.

8  
9 Notwithstanding any provision to the contrary contained in either this  
10 Lease or the IGA, if a loss occurs and , if within ninety (90) days  
11 following the loss, the COUNTY provides notice to the CITY of the  
12 COUNTY'S intention to rebuild the KPSB, and within a reasonable time  
13 period thereafter the COUNTY rebuilds the KPSB to the "as built"  
14 specifications of the KPSB with the addition of the PROJECT and as  
15 remodeled pursuant to the IGA or with such modifications as agreed to  
16 by the Parties or as may be necessitated by a lack of adequate  
17 insurance proceeds, and rebuilds at the current site of the KPSB or at  
18 a mutually agreeable location within the CITY limits , the CITY will have  
19 no claim against the COUNTY. Immediately following the loss and  
20 during reconstruction, the CITY will continue to make debt service  
21 payments to the COUNTY for any outstanding debt related to the KPSB  
22 due under the IGA, however, during the period that the building or any  
23 portion thereof is untenable, the CITY shall not be responsible to  
24 pay rent as defined in this Agreement until such time as the formerly  
25 untenable portions are capable of being re-occupied. The CITY will  
26 be responsible, at its own expense, to find alternate temporary  
27 locations for police operations. Upon completion of any rebuilding of  
28 all or part of the KPSB, the CITY will be bound to the terms of this Lease  
29 and the IGA.

30  
31 If a total or partial loss of the KPSB occurs during the initial or any  
32 subsequent term of the Lease and either the COUNTY does not provide  
33 notice to the CITY of its intention to rebuild the KPSB subject to the  
34 above conditions, or within a reasonable time does not rebuild the  
35 KPSB subject to those conditions, the COUNTY will be considered in  
36 breach of the IGA and/or its Lease with the CITY. In such event, the CITY

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may discontinue making any payments due under the IGA and this Lease (including debt service payment to the COUNTY for any outstanding debt related to the KPSB). The COUNTY will furthermore be liable for the CITY's relocation damages which would be limited to reasonable moving and occupancy costs, with said occupancy costs to include but not be limited to market-based rent, utilities, custodial services, taxes, etc., incurred by the CITY due to the loss of the KPSB and its untenability in whole or in part, and if JS is subsequently dissolved by mutual agreement, a CITY dispatch operation, records and evidence department, identification services, and CITY vehicle maintenance shop for the duration of the then current term of this Lease. The reasonableness of such rates are subject to the dispute resolution provisions of this Agreement. Specific performance to rebuild the PSB and punitive damages for failure to rebuild will not be available remedies.

Nothing contained in this provision, § 6.02-2, shall be construed during any initial or subsequent term of this Lease to preclude the Parties from giving each other notice of its intent to terminate this Lease at the end of the initial or subsequent term of this Lease in accordance with the provisions of § 3.01-2 of this Agreement.

**6.02-3 AUTOMOBILE LIABILITY INSURANCE**

LESSOR and LESSEE, may obtain automobile liability insurance for all owned, non-owned and hired vehicles that are used by them or in carrying out the services of this Contract in such amounts and coverages as deemed advisable by each Party.

**6.02-4 STATUTORY WORKER'S COMPENSATION BENEFITS AND EMPLOYERS' LIABILITY INSURANCE**

LESSEE shall provide statutory worker's compensation benefits and employers' liability insurance for all LESSEE'S employees engaged in work associated with this Contract with limits as required by Wisconsin Statutes.

LESSEE shall require its contractors and their subcontractors and others not protected under its insurance to obtain and maintain such insurance in the stated amounts.

The LESSOR and LESSEE agree that each will be responsible for procuring worker's compensation insurance for only its own employees as required by Wisconsin Statutes . Any of said Parties may be self-insured in whole or part.

**6.02-5 ENVIRONMENTAL INSURANCE**

Each Party represents and warrants that neither Party's use of the Premises will generate any hazardous substances or store or dispose on the Premises or transport to or over the Premises any hazardous substances and that the Demised Premises including the facilities of LESSEE's sub-LESSEEs, will not constitute or contain and will not generate any hazardous substance in violation of state or federal law now or hereafter in effect including any amendments thereto. "Hazardous substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local laws, regulations or rules now or hereafter in effect including any amendments thereto. Each Party further represents and warrants that in the event of breakage, leakage, incineration or other disaster at the KPSB, all entities occupying the KPSB will be notified immediately so that emergency precautions can be taken so as to prevent injury and damage.

Nothing contained herein shall be interpreted to apply to generally accepted law enforcement supplies and equipment as well as stored criminal evidence obtained by a law enforcement agency of either the COUNTY or CITY which is or may be hazardous or toxic, with the proviso, however, that when such evidence is stored by either the COUNTY or CITY anywhere in the KPSB all entities occupying the KPSB are so notified of the type of hazard involved, the storage facility and the

1 equipment used to safeguard against such hazards and also that proper  
2 precautions and storage procedures have been followed regarding such  
3 material and/or equipment.

4  
5 In any Agreements with a sub-LESSEE approved by the LESSOR,  
6 LESSEE agrees that it shall require the sub-LESSEE to warrant that the  
7 sub-LESSEE's use of the Premises will not generate any hazardous  
8 substances and that the sub-LESSEE will not store or dispose on the  
9 Premises or transport to or over the Premises any hazardous  
10 substances and that the Demised Premises will not constitute or contain  
11 and will not generate any hazardous substance in violation of state or  
12 federal law now or hereafter in effect including any amendments.  
13 LESSEE shall also, to the extent possible, require that its sub-LESSEES  
14 indemnify the Indemnified Parties, as defined in this Agreement, from  
15 and against any and all liability, loss, cost, damage, fines, penalties, and  
16 expense, including reasonable attorneys' fees arising from or due to the  
17 release, threatened release, storage or discovery of any such hazardous  
18 wastes or hazardous substances on, under or adjacent to the Premises  
19 attributable to the sub-LESSEES' use of the Property.

20  
21 Each Party shall defend, indemnify and hold each other harmless from  
22 and against any and all liability, loss, cost, damage, fines, penalties, and  
23 expense, including actual and reasonable attorneys' fees arising from or  
24 due to the release, threatened release, storage or discovery of any such  
25 hazardous wastes or hazardous substances on, under or adjacent to the  
26 Premises attributable to each Party's use of the Property.

27  
28 Upon request, LESSOR shall provide LESSEE with a copy of all  
29 environmental studies pertaining to the Premises conducted on behalf  
30 of LESSOR.

31  
32 Each Party agrees to indemnify, defend and hold the other harmless  
33 including its officers, agents, employees or committees, for and from  
34 any request, demand, order or any other form of obligation or liability to  
35 pay clean-up or remediation costs, under any local, state or federal law,  
36 rule, order, ordinance, statute, regulation or decision, and for or from

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any and all liability, loss, claims, or damage that it might suffer as a result of any claim, demand, cost or judgment by any person or entity at any time against the Party, its officers, agents, employees or committees arising in any way or as the result of any act or omission of the such Party or a sub-LESSEE. The terms and conditions of this paragraph shall apply from the Effective Date of this Agreement in perpetuity.

Each Party also agrees to support, defend and/or reimburse the costs, reasonable attorneys fees, damages or other liabilities incurred by the other Party, its officers, agents, employees and any duly-appointed committees, brought by any person or entity at any time to establish that its officers, agents, employees and any duly-appointed committees, may have liability for any request, demand, order or any other form of obligation to pay clean-up or remediation costs, under any local, state or federal law, rule, order, ordinance, statute, regulation or decision, and for or from any loss, claim or damages arising in any way or as the result of any anticipated or unanticipated occurrence associated with any act or omission of such Party or a sub-LESSEE. The terms and conditions of this paragraph shall apply from the Effective Date of this Agreement in perpetuity.

In any legal proceedings resulting from the above two paragraphs, each Party has the right to assert any defense on its behalf which it is legally entitled to, including the provisions of § 893.80, Wis. Stats. Each Party subrogates all applicable counter-claims (excepting separate damage claims not subject to the indemnification and hold harmless provisions) and assigns all applicable rights and defenses which it has to the other Party.

**ARTICLE 7 DISPUTE RESOLUTION AND DAMAGES**

**7.01-1 ADOPTION OF DISPUTE RESOLUTION PROVISION OF IGA**

In the event of a dispute between the Parties relating to the provisions of this Lease, the terms, conditions, procedures and provisions contained in § 4.01 of the Intergovernmental Cooperation Agreement referenced in the Preamble to this Lease shall be followed.

**ARTICLE 8 GENERAL PROVISIONS**

**8.01-1 LAWS OF WISCONSIN**

This Agreement shall be construed, enforced and governed in all respects, in accordance with the laws and statutes of the United States of America and the State of Wisconsin and as they may be amended from time to time.

**8.01-2 ADVICE OF COUNSEL**

By execution of this Agreement each Party certifies that they have had the benefit of the advice of legal counsel or the opportunity to consult with legal counsel prior to execution.

**8.01-3 JOINT DRAFT**

This Agreement has been the subject of mutual negotiations between the Parties and their respective counsel. This Agreement has been and shall be construed to have been jointly drafted by the Parties in order to preclude the application of any rule of construction against a Party's

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1 interest as the sole drafter of this Agreement.

2  
3 **8.01-4 NO WAIVER OF MUNICIPAL OR STATUTORY IMMUNITY, RIGHT TO NOTICE OF CLAIM,**  
4 **LIABILITY LIMITS OR EXHAUSTION OF ADMINISTRATIVE REMEDIES**

5  
6 No provision of this Agreement shall be interpreted to mean or suggest  
7 that the Parties have waived any of their rights under Wis. Stats. §  
8 893.80, or as it may be amended or renumbered from time to time, or  
9 any immunity, notice of claim, or liability limit provided or allowed for by  
10 law nor any defense, including but not limited to exhaustion of remedies.

11  
12 **8.01-5 COMPLIANCE – FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS**

13  
14 It is further agreed by and between the Parties that the use of the KPSB  
15 and of the Demised Premises shall constitute a public purpose and in  
16 furtherance of this Agreement, the Parties agree to comply with all  
17 Federal and State Laws and Regulations and standards, including but  
18 not limited to non-discrimination, the State Open Meetings and Public  
19 Records laws and all applicable local Ordinances and regulations as  
20 may be required from time to time, including but not limited to those  
21 ordinances and directives relating to ethics and conflicts of interest.  
22 This provision is not intended to create any third-Party cause of action  
23 in any person or Party.

24  
25 **8.01-6 GOOD FAITH AND FAIR DEALING**

26  
27 The Parties to this Agreement agree that this Agreement imposes upon  
28 them a duty of good faith and fair dealing.

29  
30 **8.01-7 NOTHING TO IMPAIR**

31  
32 Neither Party shall act so as to impair the obligations of this Agreement  
33 without the written consent of the other Party.

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**8.01-8            ASSURANCE AND DUTY TO FUND**

The Parties agree to execute, acknowledge and deliver such other instruments as required or as reasonably may be required and requested and to fund and pay accordingly to effectuate the intent, terms and conditions of this Agreement.

**8.01-9            FORCE MAJEURE**

In the event that any Party hereto is delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure MATERIALS, failure of power, governmental moratorium or other governmental action or inaction by any governmental entity other than the Parties to this Agreement (including failure, refusal or delay in issuing permits, approvals and/or authorizations) injunction or court order, riots, insurrection, war, fire, earthquake, flood or other natural disaster or other reason of a like nature not the fault of the Party delaying in performing work or doing acts required under this Agreement (but excluding delays due to financial inability), then performance of such act, including any payment due, shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**8.01-10           NO WAIVER OF DEFAULT OR BREACH**

No waiver of a breach of this Agreement or modification thereto or failure to enforce any provision contained herein or as subsequently modified shall be construed to be a waiver of any subsequent breach or failure to enforce of the same or any other agreement or condition contained in this Agreement or modification thereto.

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**8.01-11      EXPENSES**

Each Party agrees to bear all the expenses it incurs in connection with the contract and the transactions that are contemplated except as otherwise provided in this Agreement.

**8.01-12      OWNERSHIP OF FINISHED PRODUCT**

The original copies of all design and construction-related work-products developed for Kenosha COUNTY and paid for under the terms of the IGA and this Agreement shall be the sole property of Kenosha COUNTY. The COUNTY will provide copies, including "as-built" plans, and share copyright ownership of the aforementioned to the CITY upon request.

**8.01-13      ERRORS IN MATH**

Any errors in mathematics shall be interpreted to reflect the true and accurate calculations.

**8.01-14      ACCESS TO RECORDS, DISCOVERY AND INSPECTION**

The Parties shall upon 72 hours notice grant access to each other to all records and documents in their possession or custody or control which pertain to any provision of this Agreement. Either Party may at their expense require an audit of the other Party pertaining to any matter provided for in this Agreement.

**8.01-15      AMENDMENT AND MODIFICATION OF THIS AGREEMENT**

During the term of this Agreement, the conditions contained herein may be reviewed, modified and altered at any time on mutual written consent of the LESSOR and LESSEE as authorized by action of the Kenosha COUNTY Board of Supervisors and the Common Council for the CITY of

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Kenosha. All such modifications or amendments shall be recorded as per Section 8.01- 27 of this lease.

**8.01-16 CONTRACT ALL INCLUSIVE**

The terms of this lease shall be exclusively binding upon all Parties to this lease. This Agreement represents the entire integrated Agreement between the Parties and supersedes all past Agreements and all negotiations, representations, promises or Agreements, either written or oral, made by either Party during the course of negotiations leading to this Agreement.

**8.01-17 APPROVAL, SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, including successors to the members of the Kenosha COUNTY Board of Supervisors, and the CITY of Kenosha Common Council, approved sub-lessees, assignees and transferees, voluntary or involuntary receivers and trustees, or any other subsequent owner or operator of the Party contracting with the COUNTY which acquires its equitable or legal ownership from or through said Party. It is the intent of the Parties that this Agreement shall run with the Demised Premises for the term of this Agreement.

**8.01-18 NO 3<sup>RD</sup> PARTY BENEFICIARY**

This Agreement is personal to the Parties to this Agreement and is not intended for the benefit of any other third Party.

**8.01-19 SEVERABILITY**

If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then such invalidity or un-

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1 enforceability shall have no effect on the other provisions hereof, which  
2 shall remain valid, binding and enforceable and in full force and effect.  
3 In the event of such a determination by such court, the Parties shall  
4 promptly meet to discuss how they might satisfy the terms of this  
5 Agreement by alternative means. The Parties shall use their best efforts  
6 to find, design and implement a means of successfully effectuating the  
7 terms of this Agreement. If necessary, the Parties shall negotiate  
8 appropriate amendments of this Agreement to maintain, as closely as  
9 possible, the original terms, intent and balance of benefits, and burdens  
10 of this Agreement. In the event the Parties are not able to reach  
11 Agreement in such situation, the dispute resolution procedure as set  
12 forth in this Agreement shall apply.

13  
14 **8.01-20 CONTINGENCY OF BOARD APPROVALS**

15  
16 This Agreement is contingent upon the approval of the Kenosha  
17 COUNTY Board of Supervisors and the CITY of Kenosha Common  
18 Council and the override of any lawful executive veto.

19  
20  
21 **8.01-21 COMPLIANCE WITH PRE-CONDITIONS AND AUTHORIZATION TO EXECUTE**

22  
23 Each Party represents and warrants that each has performed all acts  
24 precedent to adoption of this Agreement, including, but not limited to,  
25 matters of procedure and notice, and each has the full power and  
26 authority to execute this Agreement and to perform its obligations in  
27 accordance with the terms and conditions thereof, and that the  
28 representative executing this Agreement on behalf of such Party is duly  
29 and fully authorized to so execute and deliver this Agreement [see  
30 Exhibit 1 of the IGA].

31  
32 *The CITY has authorized its officers to execute this Agreement by*  
33 *action of the Common Council taken at a duly noticed meeting [Exhibit*  
34 *1 of Intergovernmental Relations Agreement]*

35  
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*The Board of Supervisors of Kenosha COUNTY has approved this Agreement by Resolution at a duly noticed meeting of the Board of Supervisors. [Exhibit 1 of Intergovernmental Relations Agreement]*

**8.01-22 NECESSARY ACTS**

The LESSOR and LESSEE agree to pass such ordinances, resolutions or reports and execute such instruments from time to time as may be necessary to effectuate the terms and conditions of this Agreement and furthermore, said Parties agree to appropriate, levy and collect such taxes as may be necessary to effectuate the terms and conditions of this Agreement and to pay all legal obligations incurred or to be incurred by the terms of this lease.

**8.01-23 SEPARATE COUNTERPARTS EXECUTION**

This Agreement may be executed in separate counterparts, each of which shall be deemed an original and may be executed by facsimile with original signature pages to be provided to the other Party within three (3) business days.

**8.01-24 HEADINGS**

Section headings and titles are intended only as aids

**8.01-25 AUTHORIZED AGENTS**

In addition to those persons who are to receive notices under § 8.01-26 of this Lease, the authorized agents of the Parties for the purpose of administering this Lease and receiving any notice required under the terms of this Lease or accepting service of process are noted in the attached Exhibit 1 which is incorporated herein as if fully set forth. The Parties shall keep this list current during all pertinent times of the Agreement and each Party shall notify the other within five business

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days of any unilateral change in names, addresses, and telephone numbers.

**8.01-26 NOTICE**

In addition to the Authorized Agents noted in Exhibit 1, any notice required to be given under the terms of this Agreement shall be given in writing as required by the terms of this Agreement and which pertain to the term or termination of the Agreement, financial obligations set forth herein or dispute resolution to the following at the aforementioned address:

The Kenosha COUNTY Executive  
Kenosha COUNTY Administration Building,  
1010 - 56<sup>th</sup> Street, Kenosha, Wisconsin 53140  
262- 653-2600  
FAX 262-653-2817

The Kenosha COUNTY Clerk  
Kenosha COUNTY Administration Building,  
1010 - 56<sup>th</sup> Street, Kenosha, Wisconsin 53140  
262- 653-2477  
FAX 262-653-2817

Kenosha COUNTY Finance Director  
Kenosha COUNTY Administration Building,  
1010 - 56<sup>th</sup> Street, Kenosha, Wisconsin 53140  
262- 653-2700  
FAX 262-653-2491

In addition, all notices pertaining to matters involving claims, dispute

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resolution, litigation or legal process, shall be copied to

**The Corporation Counsel's Office**

**1010 - 56<sup>th</sup> Street**

**Kenosha, Wisconsin 53140**

**262 653-7112**

**Fax [262] 653-6684**

**TO CITY of Kenosha:**

**Office of the Mayor for the CITY of Kenosha**

**625 - 52<sup>nd</sup> Street**

**Kenosha, Wisconsin 53140**

**262- 653-4000**

**Fax: [262] 653-4010**

**CITY Administrator for the CITY of Kenosha**

**625 - 52<sup>nd</sup> Street**

**Kenosha, Wisconsin 53140**

**262 - 653-4000**

**Fax: [262] 653-4010**

**CITY Clerk for the CITY of Kenosha**

**625 - 52<sup>nd</sup> Street**

**Kenosha, Wisconsin 53140**

**262- 653-4020**

**Fax: [262] 653-4023**

**The CITY Finance Director for the CITY of Kenosha**

KENOSHA COUNTY  
OFFICE OF THE CORPORATION COUNSEL

FINAL Draft

February 24, 2010

**LEASE AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WI. AND CITY OF KENOSHA**  
**February 24, 2010**

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1           **625 - 52<sup>nd</sup> Street**  
2           **Kenosha, Wisconsin 53140**  
3           **262 - 653 - 4180**  
4           **Fax: [262] 653-4190**

5  
6           **In addition, all notices pertaining to matters involving claims, dispute**  
7           **resolution, litigation or legal process, shall be copied to:**

8  
9           **The Office of the CITY Attorney**  
10          **625 - 52<sup>nd</sup> Street**  
11          **Kenosha, Wisconsin 53140**  
12          **262 - 653 - 4170**  
13          **Fax: [262] 653-4176**

14  
15          **TO KENOSHA JOINT SERVICES BOARD**

16  
17          **Chairperson of the KENOSHA JOINT SERVICES BOARD**  
18          **Director of KENOSHA JOINT SERVICES**  
19          **1000 - 55<sup>th</sup> Street**  
20          **Kenosha, WI. 53140**  
21          **262 - 605 - 5010**  
22          **Fax: [262] 605-5075**

23  
24          **Notices shall be given in writing, sent by either personal delivery,**  
25          **certified mail, return receipt requested, or overnight mail, e-mail or faxed.**

26  
27          **If sent via personal delivery, the notice shall be effective on the date of**  
28          **delivery. If sent by certified mail, the notice shall be deemed effective**  
29          **five (5) days after such mailing, not counting the day such notice was**  
30          **sent. If sent by overnight mail, the notice shall be effective on the date**  
31          **of delivery. If sent by e-mail or fax, notice shall be effective at noon on**

KENOSHA COUNTY  
OFFICE OF THE CORPORATION COUNSEL

**LEASE AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WI. AND CITY OF KENOSHA**  
**February 24, 2010**

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the first day of business after the e-mail or fax was sent.

**8.01-27      RECORDING OF LEASE AGREEMENT AND AMENDMENTS**

The Parties hereby agree to execute and record this Agreement and amendments thereto with the COUNTY Register of Deeds Office in recordable form.

**8.01-28      TIME IS OF THE ESSENCE**

Time is of the essence with respect to all dates and deadlines set forth in the Agreement.

**8.01-29      REQUIREMENT OF MUTUAL CONSENT**

Unless specific authorization is given to both the Kenosha COUNTY Executive and to the Mayor of the CITY of Kenosha by provisions herein, when mutual consent or agreement is required in this Agreement, such consent or agreement requires affirmative action of both the Kenosha COUNTY Board and the CITY of Kenosha Common Council subject to executive vetoes.

**8.01-30      DUPLICATE ORIGINALS**

This Agreement may be executed in duplicate with each executed document to considered as an original.

LEASE AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WI. AND CITY OF KENOSHA  
February 24, 2010

IN WITNESS WHEREOF, THE PARTIES HERETO ACCEPT THE TERMS OF THIS AGREEMENT AND  
EXECUTE THIS AGREEMENT ON March 23 20 10 AT KENOSHA, WISCONSIN.

Kenosha COUNTY, Wisconsin

By:



NAME: JIM KREUSER

TITLE: KENOSHA COUNTY EXECUTIVE

STATE OF WISCONSIN}

}ss

COUNTY OF KENOSHA}

The undersigned, a notary public in and for said COUNTY, in the State aforesaid, DO  
HEREBY CERTIFY that Jim Kreuser, personally known to me to be the same person  
and COUNTY Executive whose name is subscribed to the foregoing instrument,  
appeared before me this day in person as the Kenosha COUNTY Executive and  
acknowledged that he signed and delivered said instrument pursuant to authority  
duly given, as his free and voluntary act and as the free and voluntary act and deed  
of said Kenosha COUNTY, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 23<sup>rd</sup> day of MARCH, 20 10.



(SEAL)

Notary Public. My Commission expires 2/17/2013 [is permanent]

KENOSHA COUNTY  
OFFICE OF THE CORPORATION COUNSEL

FINAL Draft

February 24, 2010

LEASE AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WI. AND CITY OF KENOSHA  
February 24, 2010

CITY OF KENOSHA

BY: 

KEITH BOSMAN

MAYOR OF THE CITY OF KENOSHA

BY: 

MICHAEL HIGGINS

CITY CLERK OF THE CITY OF KENOSHA

STATE OF WISCONSIN}

}SS

COUNTY OF KENOSHA}

The undersigned, a notary public in and for said COUNTY, in the State aforesaid, DO HEREBY CERTIFY that KEITH BOSMAN AND MICHAEL HIGGINS, personally known to me to be the Mayor and CITY Clerk of the CITY of Kenosha respectively, a Wisconsin Municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and CITY Clerk of the CITY of Kenosha, signed and delivered said instrument pursuant to authority duly given, as their free and voluntary act and as the free and voluntary act and deed of said CITY, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 12<sup>th</sup> day of March, 2010.

(SEAL)

Notary Public: 

My Commission expires \_\_\_\_\_ (is permanent).

KENOSHA COUNTY  
OFFICE OF THE CORPORATION COUNSEL

FINAL Draft

February 24, 2010

**LEASE AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WI. AND CITY OF KENOSHA**  
**February 24, 2010**

---

**EXHIBITS**

**EXHIBIT 1      AUTHORIZED AGENTS FORMULAS FOR COST SHARING AND EXAMPLES**

**EXHIBIT 2      AREAS LEASED TO CITY AND KENOSHA JOINT SERVICES BOARD, INCLUDING  
"COMMON AREAS," PARKING, AND "SECURED AREAS"**

**This instrument was drafted by Frank Volpintesta, Corporation Counsel for Kenosha COUNTY, Wisconsin and Ed Antaramian, CITY Attorney for the CITY of Kenosha.**

**COUNTY negotiating members: Frank Volpintesta, David Geertsen, Al Swartz, Jennie Tunkieicz, Ray Arbet**

**CITY negotiating members: Ed Antaramian, Frank Pacetti, Carol Stancato**

***This Agreement is recorded with the Kenosha County Register of Deeds and it and its attached exhibits are posted at <http://www.co.kenosha.wi.us/corpc/presentations.html>.***

**C:\IGAANDLEASEWITHCITY\ZLEASECITYDRAFT13FINALWITHOUTEASEDAREASREDLINE\MANUAL.WPD**

**REVISED DATE: FEBRUARY 24, 2010**

KENOSHA COUNTY  
OFFICE OF THE CORPORATION COUNSEL

FINAL Draft

February 24, 2010

**LEASE AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WI. AND CITY OF KENOSHA**  
**February 24, 2010**

---

**Exhibit 1 - AUTHORIZED AGENTS**

The following are the responsible managers, agents, administrators and/or oversight committees of the Parties.

Kenosha COUNTY's authorized agents with respect to the administration of this Agreement is:

**Name:** Director of Public Works  
**Address:** Kenosha COUNTY Center  
19600 - 75<sup>th</sup> Street  
Bristol, Wisconsin 53104  
**Phone/fax:** 262-857-1870  
[Fax] 262-857-1885

**Name:** Kenosha COUNTY Finance Director  
**Address:** Kenosha COUNTY Administration Building,  
1010 - 56<sup>th</sup> Street, Kenosha, Wisconsin  
**Phone/fax** 262- 653-2700  
FAX 262-653-2491

**Name:** Administrative Assistant to the Kenosha COUNTY Executive  
**Address:** Kenosha COUNTY Administration Building,  
1010 - 56<sup>th</sup> Street, Kenosha, Wisconsin  
**Phone/fax:** 262- 653-2600  
FAX 262-653-2817

**LEASE AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WI. AND CITY OF KENOSHA**  
**February 24, 2010**

---

**CITY's authorized agent with respect to the administration of this Agreement is:**

**Name:** CITY Administrator  
**Address:** 625 - 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53140  
**Phone/fax :** 262 - 653-4000  
**Fax:** [262] 653-4010

**The KENOSHA JOINT SERVICES BOARD's authorized agent with respect to the administration of this Agreement is:**

**Name:** Director of KENOSHA JOINT SERVICES  
**Address:** 1000 - 55<sup>th</sup> Street  
Kenosha, WI. 53140  
**Phone/fax:** 262 - 605 - 5010  
**Fax:** [262] 605-5075

1                   **EXHIBIT 2 AREAS LEASED TO CITY AND KENOSHA JOINT SERVICES BOARD,**  
2                   **INCLUDING "COMMON AREAS AND SHARED EQUIPMENT," AS DEFINED BY THE ARCHITECT,**  
3                   **PARKING, AND "SECURED AREAS"**

LEASE EXHIBIT 2 [Draft 11-3-09]

Square footage and areas leased to CITY and KJSB [including "common areas," parking, and "secured areas"]

## Kenosha County Public Safety Building Addition and Renovation

Existing Building Square Footages by Department										
Department	Basement	First	Second	Third	Net Total	% of Net	% Shared	Shared	Total	% of Total
Police	145	9555	0	0	9700	7.38%	3.01%	690	10390	6.73%
Joint Services	40835	20034	0	0	60869	46.31%	32.22%	7391	68260	44.22%
County	1800	9965	47681	1421	60867	46.31%	64.77%	14855	75722	49.05%
Shared/Building	5489	9192	1065	7190	22936					
Net Total					131436	100.00%	100.00%	22936		
Gross Total	48269	48746	48746	8611	154372				154372	100.00%

This number includes a stair that has been removed with new project.

Existing Joint Services Square Footage Breakdown					
Department	Basement	First	Second	Third	Total
Records	0	3375	0	0	3375
Evidence	0	6490	0	0	6490
Dispatch	0	1802	0	0	1802
Administration	0	1747	0	0	1747
Fleet Parking	30845	0	0	0	30845
Law Enforcement	9990	2110	0	0	12100
Fleet Maintenance	0	4510	0	0	4510
Gross Total	40835	20034	0	0	60869

Combined Building Square Footages by Department										
Department	Basement	First	Second	Third	Net Total	% of Net	% Shared	Shared	Total	% of Total
Police	146	16069	0	0	16215	9.12%	9.12%	2923	19138	8.89%
Joint Services	50315	21482	0	5315	77112	43.36%	43.36%	13900	93645	43.52%
County	1800	14185	62415	6128	84528	47.53%	47.53%	15236	102397	47.59%
Shared/Building	11133	11900	1221	7805	32059					
Shared/County/JS	0	0	0	5266	5266					
Net Total					177855	100.00%	100.00%	32059	5266	
Gross Total	63394	63636	63636	24514	215180				215180	100.00%

New Joint Services Square Footage Breakdown					
Department	Basement	First	Second	Third	Total
Records	0	3336	0	0	3336
Evidence	0	7908	0	0	7908
Dispatch	0	270	0	5315	5585
Administration	0	1662	0	0	1662
Fleet Parking	40326	0	0	0	40326
Law Enforcement	9989	3800	0	0	13789
Fleet Maintenance	0	4506	0	0	4506
Gross Total	50315	21482	0	5315	77112

Total Building Project Breakdown	
Existing Building	153920
New Addition	61260
Total Building	215180

Building Addition Square Footages by Department										
Department	Basement	First	Second	Third	Net Total	% of Net	% Shared	Shared	Total	% of Total
Police	0	8733	0	0	8733	18.33%	18.33%	1528	10261	16.75%
Joint Services	10933	738	0	5315	16986	35.84%	35.84%	2972	22591	36.88%
County	0	2679	14550	4707	21936	46.03%	46.03%	3838	28408	46.37%
Shared/Building	4186	2969	589	615	8339					
Shared/County/JS	0	0	0	5266	5266					
Net Total					47655	100.00%	100.00%	8339	5266	
Gross Total	15119	15119	15119	15903	61260				61260	100.00%

These numbers are the final square footage numbers if we complete all four options:

- Option 1 - Mallroom and Evidence Staging
- Option 2 - First Floor Training & Women's Locker Room
- Option 3 - Evidence ID, Photography Remodeling

Usable square footage for each department was calculated by going to the center of interior walls where departments are next to one another and to the inside face of the exterior wall. The entire square footage of the exterior wall is in the Shared/Building category.

Kenosha County Public Safety Building Addition and Renovation

The following numbers show the square footage of each are discussed and the adjustment in the total square footage for the departments in the building if one of the four options are removed from the construction project

Option 1 - Mailroom and Evidence Staging					
Space	Sq. Ft.				
Mailroom	684				
Staging	1278				
Total	1962				

Option 1 - Mailroom and Evidence Staging-Adjustment in Total					
Space	Staging	Mailroom			Total
Joint Services	-1278	380			-898
County	1278	-380			898

Remove the Mailroom from the project which would allow Evidence Staging to remain in current location. The existing dispatch space would become County space and the existing Evidence Staging would stay under Joint Services control and the remainder of the "Cage" area would become County IT Deployment.

Option 2 - First Floor Training Room & Women's Locker Room					
Space	Sq. Ft.				
Training	1002				
Storage	43				
Training Storage	158				
Women's Locker	1231				
Total	2434				

Option 2 - First Floor Training-Adjustment in Total					
Space	Training	Storage	Train. St.	Locker	Total
Joint Services	-1002	-43	-158	0	-1203
County	1002	43	158	0	1203

Remove the Training Room on the First Floor from the project. This is the former Record's Storage area, If the remodeling of this space was removed from the project scope the square footage would move from Joint Services to the County. And the Women's Locker Room project will be removed from the project. This is the former Training Room 007, if the remodeling of this space was removed from the project scope the square footage would not change. The square footage would be under Joint Services control if the Women's Locker Room project happens or not.

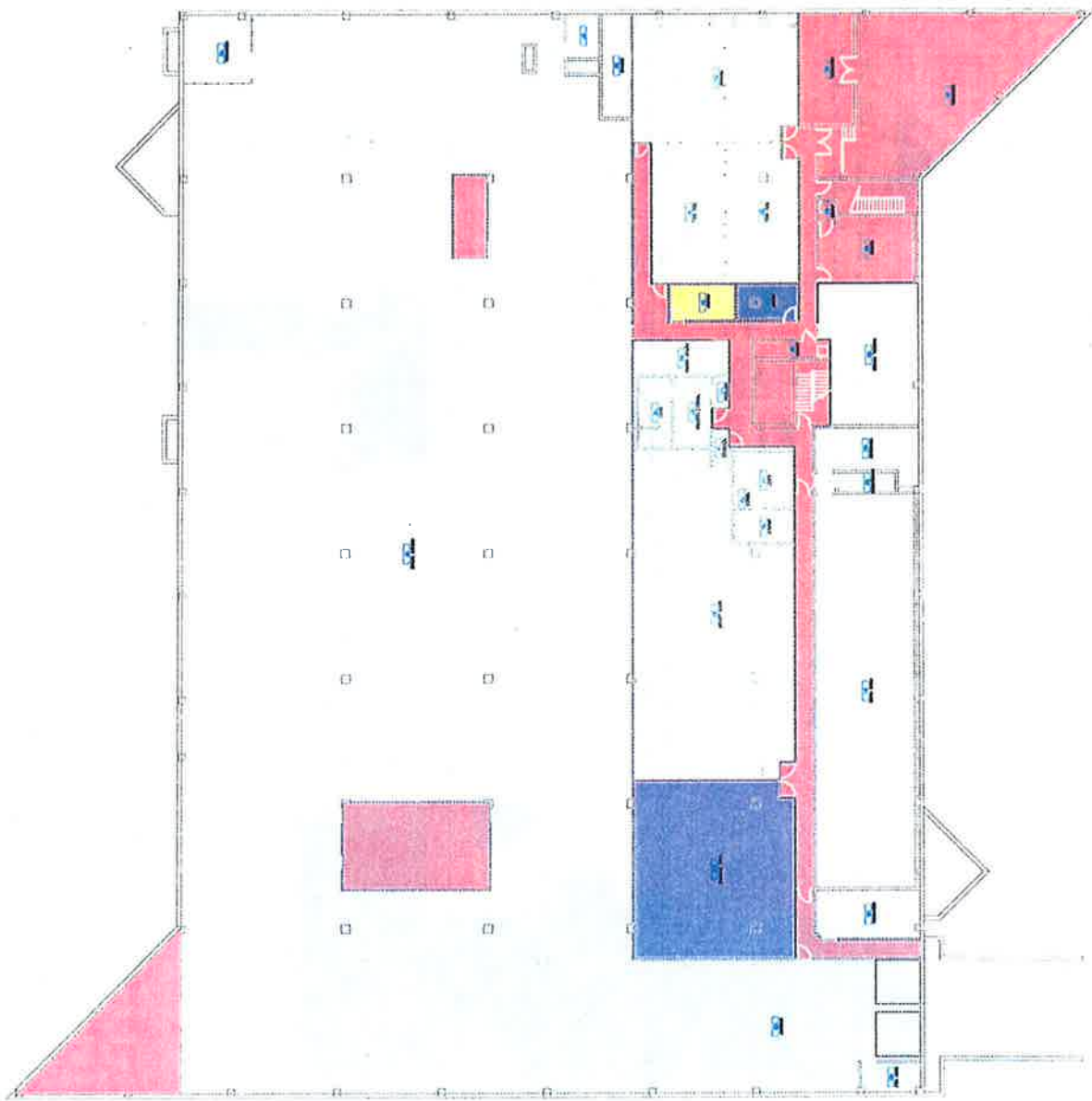
Option 3 - Evidence Area Remodeling					
Space	Sq. Ft.				
Evidence	1450				
Corridor	82				
Office by Storage	302				
Total	1834				

Option 3 - Evidence Area Remodeling-Adjustment in Total					
Space	Evidence	Corridor	Office		Total
Joint Services	0	-82	0		-82
Shared Building	0	82	0		82

Remove the remodeling of the Evidence ID and Photography area. The only change is square footage if this work is not completed in this project is the corridor that is currently in this area.

BASEMENT FLOOR PLAN

- COUNTY
- CITY (KPD)
- JOINT SERVICES - LAW ENFORCEMENT
- JOINT SERVICES - FLEET PARKING
- SHARED / BUILDING



UNDERMAN

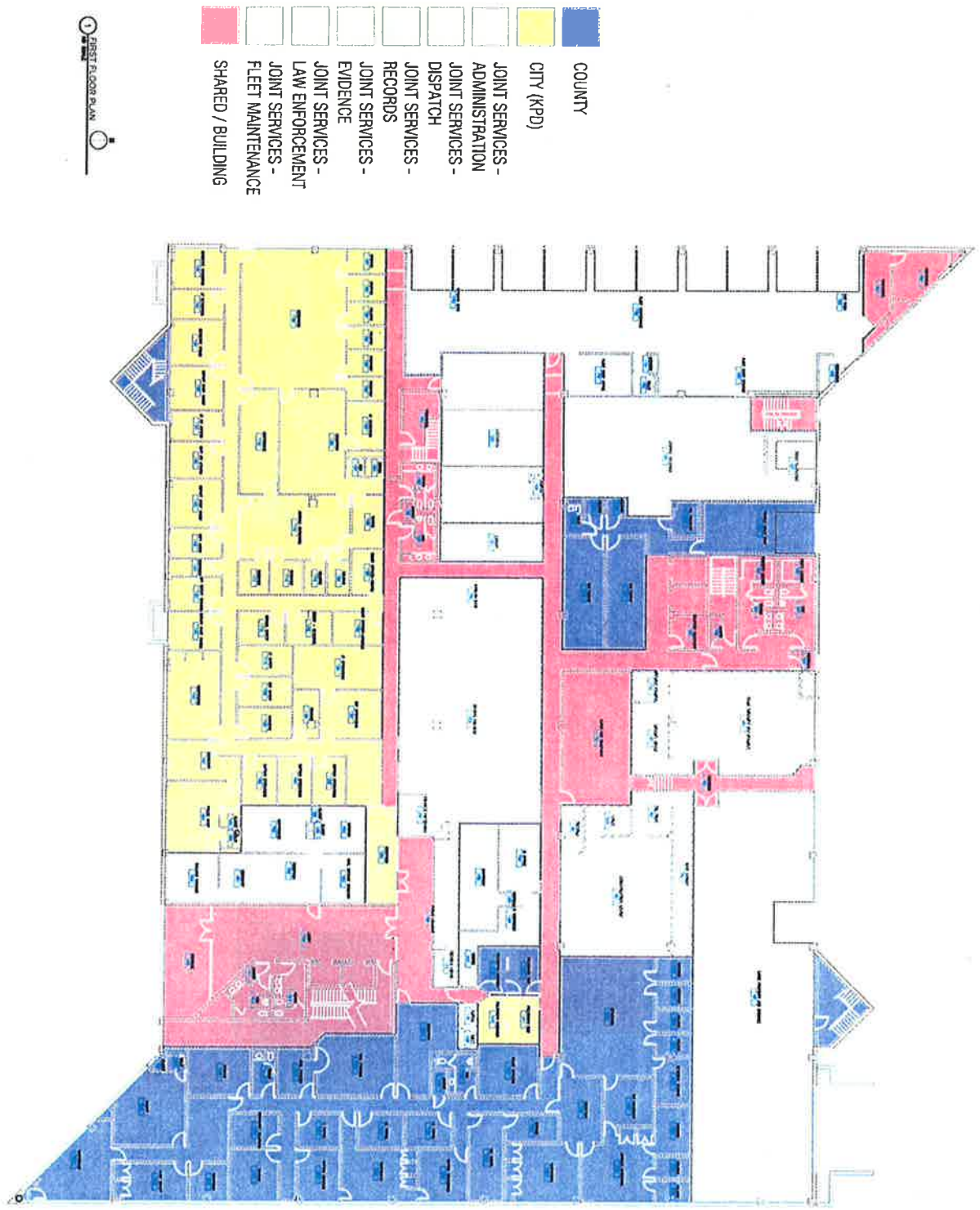
KENOSHA COUNTY  
PUBLIC SAFETY  
BUILDING ADDITION  
AND REMODELING

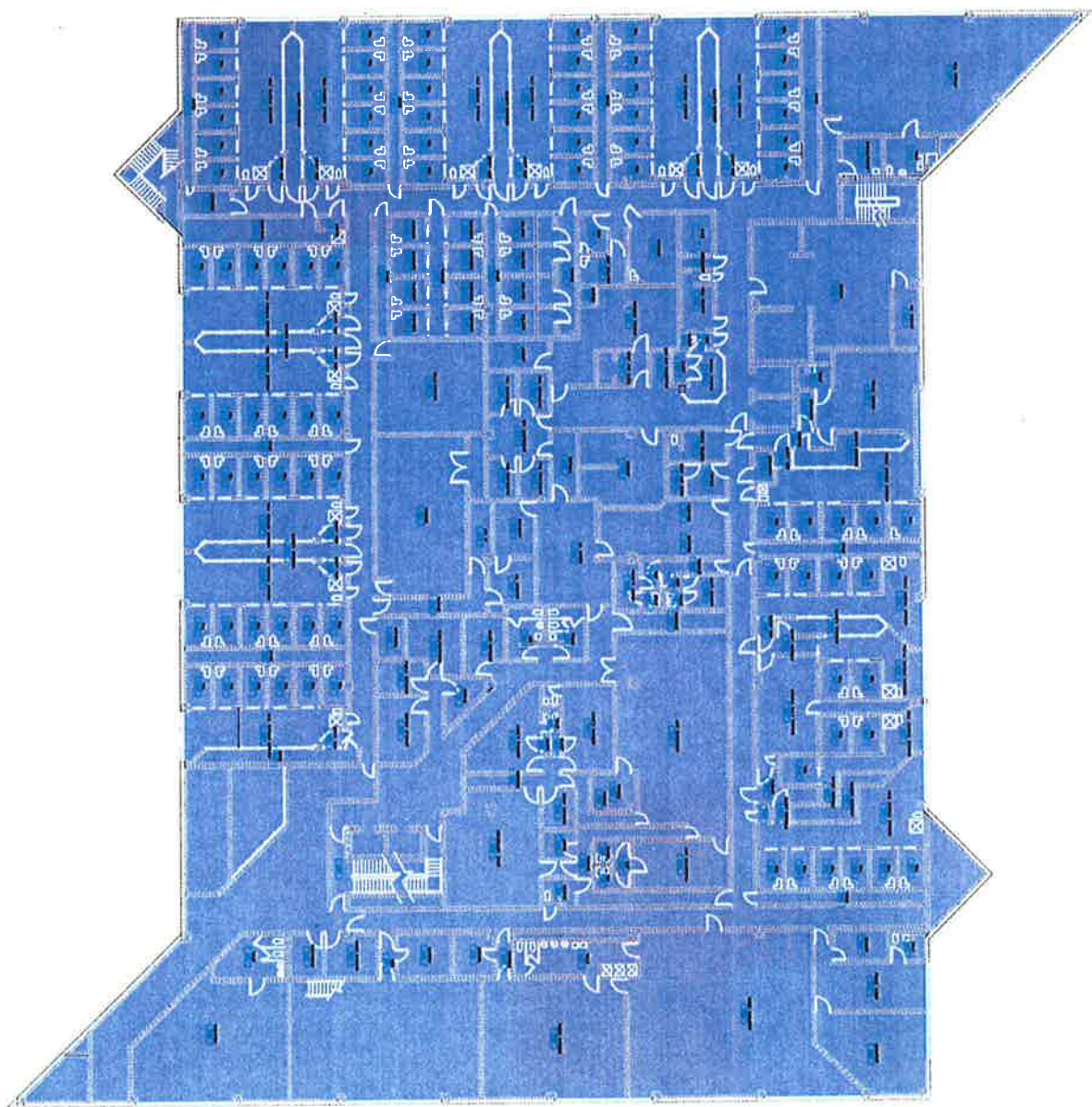
COLSON, WI

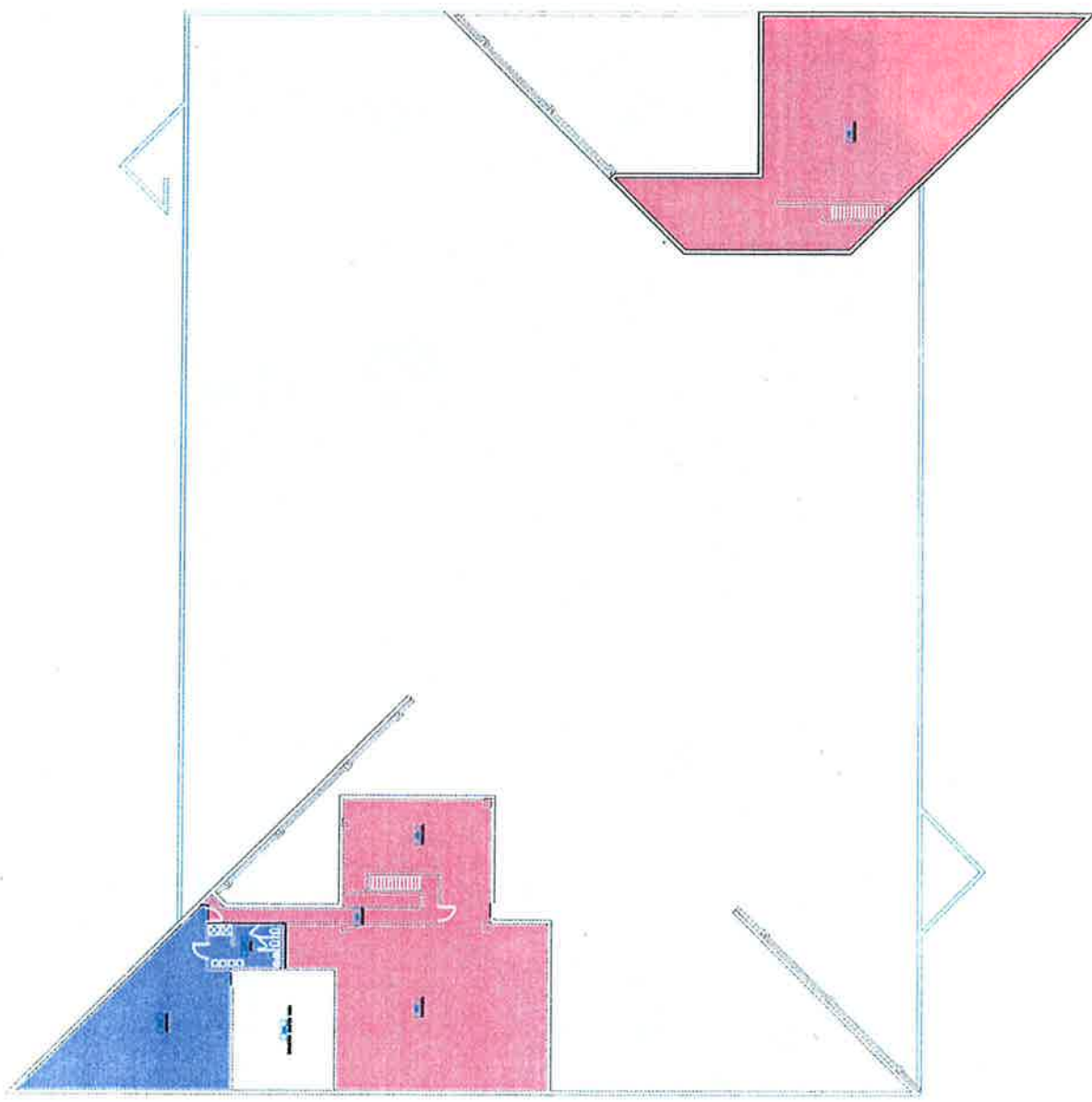
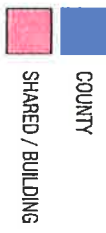
EXISTING BASEMENT  
SQUARE FOOTAGES

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## Zusammenfassung

**KENOSHA COUNTY  
PUBLIC SAFETY  
BUILDING ADDITION  
AND REMODELING**

**GROUP A**

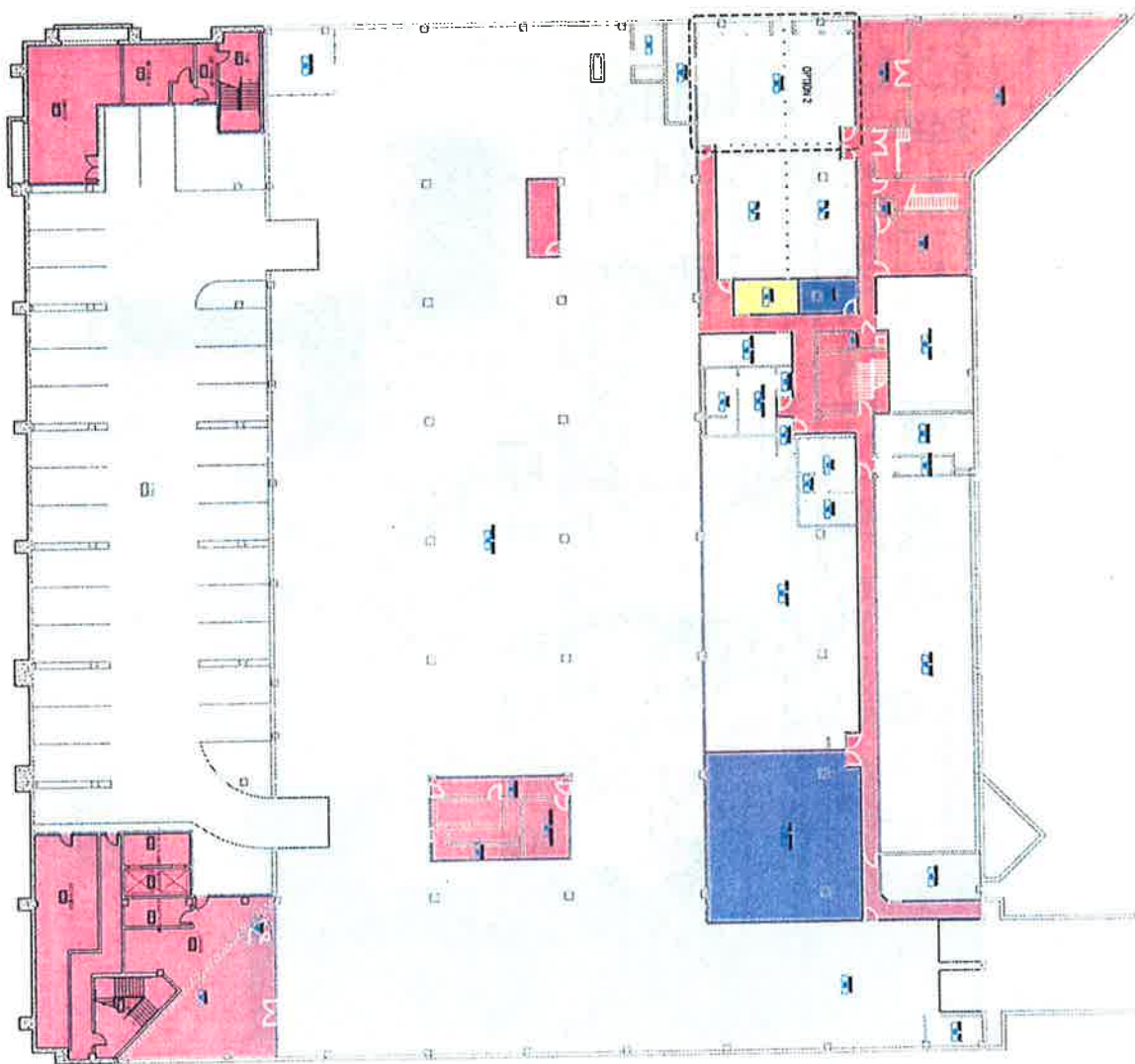
**EASTING THIRD FLOOR  
SQUARE FOOTAGES**

### A2.3

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1 BASEMENT FLOOR PLAN

- COUNTY
- CITY (KPD)
- JOINT SERVICES - LAW ENFORCEMENT
- JOINT SERVICES - FLEET
- SHARED / BUILDING

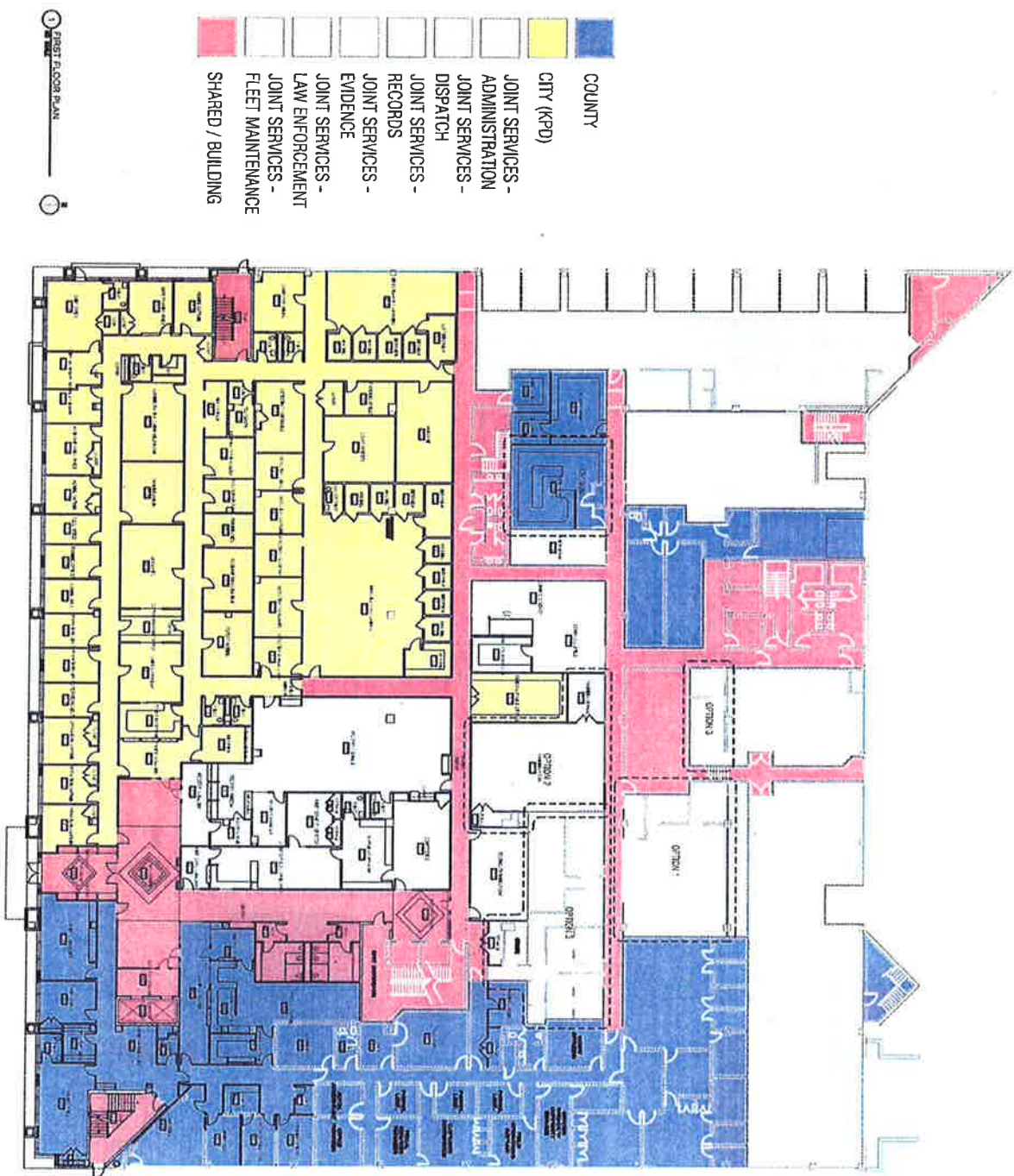


KENDISHA COUNTY  
PUBLIC SAFETY  
BUILDING ADDITION  
AND REMODELING

6/20/09

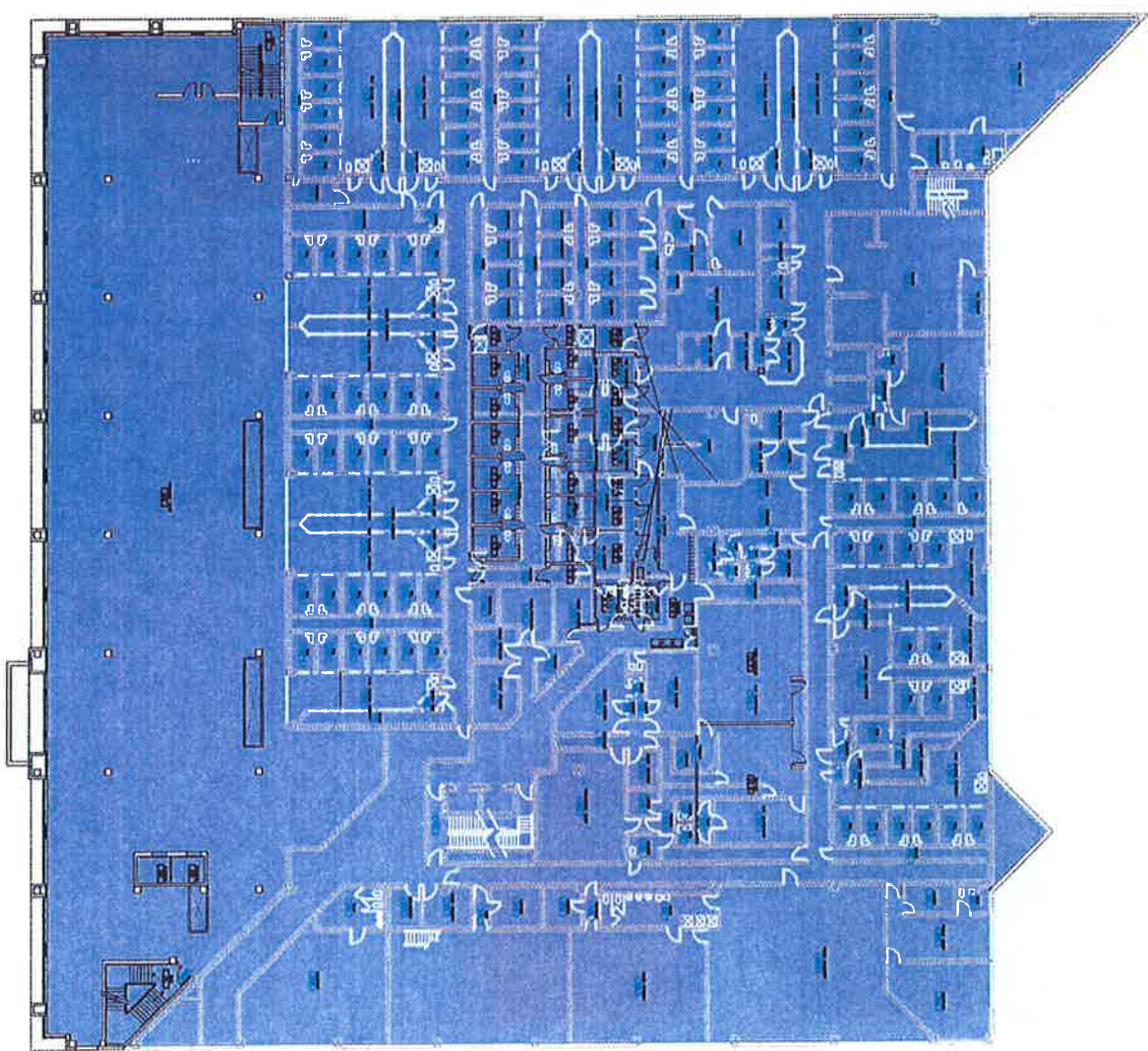
PROJECT NO. 1001-025

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1 SECOND FLOOR PLAN

COUNTY



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SECOND FLOOR SQUARE  
FOOTAGES

KANSAS  
WI

KANSAS COUNTY  
PUBLIC SAFETY  
BUILDING ADDITION  
AND REMODELING

zimmerman







A LEASE AGREEMENT  
BY AND BETWEEN  
KENOSHA COUNTY, WISCONSIN,  
LESSOR,  
AND  
KENOSHA JOINT SERVICES, WISCONSIN,  
LESSEE

February 24, 2010



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KENOSHA COUNTY  
OFFICE OF THE CORPORATION COUNSEL

FINAL DRAFT

February 24,  
2010

**LEASE AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WI. AND KENOSHA JOINT SERVICES**  
**February 24, 2010**

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**T**his Lease Agreement is entered into by and between Kenosha COUNTY, Wisconsin, a quasi municipal corporation created pursuant to Wisconsin Statutes § 2.01(30) and authorized to enter into contracts pursuant to Wisconsin Statutes § 59.01 and Kenosha COUNTY Board of Supervisors Resolution [Exhibit 1 of the Intergovernmental Cooperation Agreement herein referenced] and with its principal place of business located at 1010 - 56<sup>th</sup> Street, Kenosha, Wisconsin 53140, hereinafter referred to as "COUNTY" or "LESSOR" and the KENOSHA JOINT SERVICES of Kenosha, Wisconsin, a legal entity created by the COUNTY and CITY of Kenosha pursuant to an Intergovernmental Cooperation Agreement as allowed for under Wisconsin Statutes § 66.0301 and executed simultaneously with this lease and with its principal place of business located at 1000 - 55<sup>TH</sup> Street, Kenosha, Wisconsin, 53140 and hereinafter referred to as "KENOSHA JOINT SERVICES" or KJS or "LESSEE."

#### PREAMBLE

**WHEREAS,** Kenosha COUNTY is the owner of the Kenosha Public Safety Building (KPSB) located at the corner of former 55<sup>th</sup> Street and 10<sup>th</sup> Avenue in the CITY of Kenosha, Wisconsin, and

**WHEREAS,** since its construction, and for more than 25 years, Kenosha COUNTY has leased portions of the KPSB to the CITY of Kenosha and to KENOSHA JOINT SERVICES (KJS), and

**WHEREAS,** the purpose of constructing a public safety building to be used jointly by law enforcement agencies of both the COUNTY and CITY of Kenosha was to effectuate improved law enforcement services and joint law enforcement and fire and rescue dispatch services at the most efficient cost to the citizens of Kenosha COUNTY, and.

**WHEREAS,** the current lease with both the CITY of Kenosha and the

KENOSHA JOINT SERVICES has now expired, and

WHEREAS, there is now a need to remodel the KPSB and to build an addition to it, and

WHEREAS, an Intergovernmental Cooperation Agreement [IGA] authorized pursuant to Wisconsin Statutes Section 66.0301 as stated above and incorporated herein as if fully set forth, has been entered into between the COUNTY of Kenosha and the CITY of Kenosha which requires new leases between the COUNTY and the CITY and between the COUNTY and the KENOSHA JOINT SERVICES BOARD;

### NOW THEREFORE WITNESSETH:

**I**N CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS AND OBLIGATIONS SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

#### ARTICLE 1 RULES OF CONSTRUCTION

##### 1.01-1 DEFINITIONS

Words in this Agreement, unless technical in nature or otherwise defined are generally given their common, ordinary, dictionary meaning.

For purposes of this Agreement, the Exhibits attached hereto and so incorporated or referenced [unless otherwise defined therein], and other documents necessary for the administration of this Agreement, the following definitions are agreed upon:

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(1) ALTERATION

A construction PROJECT (or portion of a PROJECT) comprising revisions within or to prescribed elements of an existing structure, as distinct from additions to an existing structure; REMODELING.

(2) CAPITAL IMPROVEMENTS

CAPITAL IMPROVEMENTS are capital costs incurred after completion of the PROJECT that improve or extend the useful life of the facility, as defined in generally accepted accounting principals. CAPITAL IMPROVEMENTS include, but are not limited to, ALTERATIONS, REMODELING, IMPROVEMENTS AND STRUCTURAL CHANGES.

(3) COUNTY's PUBLIC SAFETY BUILDING BUDGET

The account used by the COUNTY to determine the annual capital and operating costs related to the Kenosha Public Safety Building (KPSB). This cost center is part of the COUNTY Budget, and is statutorily under the oversight of the COUNTY Executive and the COUNTY Board. Costs charged to the COUNTY SAFETY BUILDING BUDGET shall use the MODIFIED FULL COST ACCOUNTING method as defined herein. This account shall not commingle the costs related to the SAFETY BUILDING ADDITION AND REMODELING PROJECT, which shall be allocated to a separate capital fund on the COUNTY books. Whenever practical, costs that specifically apply to a tenant of the KPSB or to the LESSOR shall be paid directly by the tenant or the LESSOR, and shall not be included in the COUNTY SAFETY BUILDING BUDGET. Specific allocation of costs shall not be required when the cost to perform such an allocation is impractical or cost prohibitive. Costs of the KPSB that are mutually beneficial to all tenants and to the LESSOR shall be

charged to the COUNTY SAFETY BUILDING BUDGET. After consultation with the CITY, all decisions of the Kenosha COUNTY Board of Supervisors with respect to the amounts and items budgeted in the Kenosha COUNTY SAFETY BUILDING BUDGET shall be final, however, the issue of the reasonableness of the appropriation and the availability of alternatives shall be subject to the dispute resolution provisions of this Agreement.

(4) DEBT SERVICE

DEBT SERVICE includes principal and interest payments on bonding secured by the COUNTY and CITY over a period of not more than 25 years and as provided for herein.

(5) EQUIPMENT

EQUIPMENT is tangible personal property that is not considered legally part of a building and/or structure.

(6) FIXTURE

A FIXTURE is something that is fixed or attached (as to a building) as a permanent appendage or as a structural part (eg., a plumbing FIXTURE or electrical FIXTURE); an item of movable property so incorporated into real property that it may be regarded as legally a part of it

(7) IMPROVEMENT

Any development of land or buildings through the expenditure of money or labor that is designed to do more than merely replace,

1 repair, or restore to the original condition. "IMPROVEMENTS"  
2 are generally thought of as permanent and fixed, and supposedly  
3 increase the value of the property.  
4

5 (8) KENOSHA JOINT SERVICES [KJS]  
6

7 KENOSHA JOINT SERVICES [KJS] [also referred to as JOINT  
8 SERVICES [JS] and a/k/a and f/k/a KENOSHA COUNTY AND CITY  
9 JOINT SERVICES and a/k/a and f/k/a KENOSHA CITY AND  
10 COUNTY JOINT SERVICES [KCCJS] and now re-named as  
11 KENOSHA JOINT SERVICES and, where appropriate as referring  
12 to its board of directors, as the KENOSHA JOINT SERVICES  
13 BOARD [KJSB]]: an entity established by the CITY and COUNTY  
14 of Kenosha for the purpose of jointly providing communications,  
15 911 emergency fire, police and emergency medical service  
16 dispatch, law enforcement records management and custody of  
17 crime scene evidence, identification services, public counter  
18 service, property room operations, law enforcement vehicle  
19 maintenance and such other areas that may be agreed upon from  
20 time to time by the CITY, and the COUNTY.  
21

22 (9) MAINTENANCE  
23

24 MAINTENANCE is cleaning, keeping up or supporting. It is the  
25 upkeep or preservation of the condition of property so as to  
26 preserve its value and life and prevent deterioration.  
27

28 (10) MAXIMUS COST ALLOCATION  
29

30 The cost allocation approach to be used to allocate costs and or  
31 budget contributions between the CITY and COUNTY with regard  
32 to KJS. This allocation method is defined in Exhibit 3 and 7 of  
33 the IGA which this Lease is attached to and is incorporated by  
34 reference. The Maximus formula generally determines how

1 KENOSHA JOINT SERVICES costs are to be allocated between  
2 the CITY and COUNTY via the IGA including lease costs as  
3 defined herein.

4  
5 (11) MODIFIED FULL COST ACCOUNTING  
6

7 MODIFIED FULL COST ACCOUNTING is the cost accounting  
8 method used to identify all capital and operating costs to be  
9 allocated in this Agreement with the exception that depreciation  
10 is to be specifically excluded. All costs necessary for the  
11 efficient and secure operation of the Kenosha Public Safety  
12 Building allocable to all tenants of the KPSB shall be included in  
13 the COUNTY'S PUBLIC SAFETY BUILDING BUDGET. Costs are  
14 in accord with generally accepted accounting principals with the  
15 exception that depreciation may not be charged to, from or by  
16 any Party to this Agreement.

17  
18 Indirect costs incurred by the COUNTY shall be included in the  
19 COUNTY'S PUBLIC SAFETY BUILDING BUDGET as identified  
20 within their indirect cost plan as vetted by an independent third  
21 party in accordance with accepted accounting standards  
22 (currently Maximus but subject to change at the discretion of the  
23 COUNTY). Indirect costs incurred by the CITY to manage the  
24 KPSB identified within their indirect cost plan as vetted by an  
25 independent third party in accordance with accepted accounting  
26 standards (currently Sequoia but subject to change at the  
27 discretion of the CITY), shall be included as a cost in accord  
28 with this definition of costs and shall be included as a cost in the  
29 annual KENOSHA JOINT SERVICES budget. Other indirect costs  
30 may be included if mutually agreed.

31  
32 (12) REMODEL  
33

1 REMODEL means to change the form of a structure or part  
2 thereof; to reconstruct or make over in a somewhat different  
3 way. REMODELING may or may not require a STRUCTURAL  
4 CHANGE.

5  
6  
7 (13) REPAIR

8  
9 REPAIR means to mend, restore, renovate or to restore to a  
10 sound or good state after decay, injury, dilapidation or partial  
11 destruction. REPAIR contemplates an existing structure or thing  
12 which has become imperfect, and means to supply in the original  
13 existing structure that which is lost or destroyed and thereby  
14 restore it to the condition in which it originally existed, as near  
15 as it may be. REPAIRS shall not include CAPITAL  
16 IMPROVEMENTS.

17  
18 (14) SAFETY BUILDING ADDITION AND REMODELING PROJECT a/k/a  
19 the PROJECT

20  
21 The capital IMPROVEMENT PROJECT undertaken for the  
22 purpose of building an addition to and REMODELING the existing  
23 Kenosha Public Safety Building [KPSB] to include  
24 IMPROVEMENTS for the benefit of the COUNTY, KENOSHA  
25 JOINT SERVICES and the CITY KPD, as described by the  
26 architectural drawings attached to the lease and incorporated  
27 into the IGA by reference. The SAFETY BUILDING ADDITION  
28 AND REMODELING PROJECT as defined herein does not apply  
29 to subsequent capital projects or IMPROVEMENTS made to the  
30 KPSB or Addition after completion of the construction  
31 contemplated in the IGA referred to herein.

32  
33 (15) SQUARE FOOTAGE  
34

SQUARE FOOTAGE is gross floor area. This is generally measured from the centers of joint wall partitions. In the alternative gross floor area is measured from the center[s] of interior joint wall partitions to the interior surface of the outside wall. For the purposes of this agreement, SQUARE FOOTAGE will be determined and defined by the ARCHITECT and/or the CONSTRUCTION MANAGER.

(16) STRUCTURAL CHANGE

A STRUCTURAL CHANGE is a change to an important or essential part of a structure.

1.01-2 AMBIGUITIES AND INTERPRETATIONS; CONFLICT IN LANGUAGE

Any provisions, clause or word contained in this Agreement or any document incorporated by reference that is subject to more than one reasonable interpretation as to the intent of the Parties may be considered ambiguous. In the case of such an ambiguity, resort may be made to recognized rules of contract interpretation to determine the intent of the Parties. If any provisions of this Agreement are in conflict, the Parties shall meet to resolve the conflict.

1.01-3 INCORPORATIONS OF DOCUMENTS AND EXHIBITS

In case of a conflict between this Agreement and a document or Exhibit incorporated by reference, the Parties shall meet to resolve such conflict.

**ARTICLE 2 GRANT OF LEASE AND DESCRIPTION OF PROPERTY**

**2.01-1 LEASE TO KENOSHA JOINT SERVICES OF PORTIONS OF THE KENOSHA  
PUBLIC SAFETY BUILDING**

Subject to the terms, conditions, rights, covenants and restrictions set forth in this Agreement and the Intergovernmental Cooperation Agreement heretofore referenced, the LESSOR does hereby lease to LESSEE and the LESSEE hereby leases from the LESSOR certain portions of premises commonly known as the Kenosha COUNTY Public Safety Building, including its 2010 new addition, and hereinafter also referred to as the "Demised Premises" and located at the corner of former 55<sup>th</sup> Street and 10<sup>th</sup> Avenue in the CITY and COUNTY of Kenosha, Wisconsin and more particularly described as follows:

Part of the Original Plat of Southport, lying and being in the Southeast Quarter of Section 31, Town 2 North, Range 23 East of the 4<sup>th</sup> Principal Meridian, CITY of Kenosha, COUNTY of Kenosha and State of Wisconsin, and being more particularly described as:

All of Block 19; and that part of Block 22 described as: Beginning at the northeast corner of said block; thence south 88.67 feet; thence west 131.72 feet; thence south 25.16 feet; thence west 65.93 feet; thence north 47.85 feet; thence west 65.90 feet to the west line of said block; thence north 66 feet to

the north line of said block; thence east along said north line 263.34 feet to the point of beginning. Also, all of vacated 55<sup>th</sup> Street bounded on the north by Block 19, on the south by Block 22, on the east by the west line of [formerly] 10<sup>th</sup> Avenue and on the west by the east line of 11<sup>th</sup> Avenue. [See Exhibit 2]

Said portions of the Kenosha Public Safety Building [KPSB] to be leased to the KENOSHA JOINT SERVICES shall include, until such time as otherwise mutually agreed to in writing, the SQUARE FOOTAGE of all of those areas designated as "KENOSHA JOINT SERVICES Area" appearing in Exhibit 2 attached hereto and by reference incorporated herein as if fully set forth.

Areas designated in the aforementioned Exhibits as "common areas" including grounds, sidewalks and parking areas shall be the responsibility of the COUNTY.

### ARTICLE 3 TERM

#### 3.01-1 INITIAL TERM

Except as may hereinafter be set forth with respect to provisions within this Agreement that may extend beyond its term, the initial term and effective date of this Lease shall be from January 1, 2010 and ending at 11:59PM 12/31/2034.

#### 3.01-2 SUBSEQUENT TERM

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At the expiration of the initial term of this lease, the Lease shall remain in effect for an additional period of two years commencing at 12:01AM 1/1/2035 and ending at 11:59 PM 12/31/2036. Provided, however, that unless terminated by either Party by written notice as provide for herein and delivered no more than 730 days nor less than 365 days prior to the expiration of the initial term or any subsequent term, the aforementioned Lease will, however, automatically renew on each annual anniversary of this Agreement for an additional two year period.

Except as may be provided for herein, all of the terms and conditions of this lease and any amendments which may be made in writing by the Parties, shall remain the same during any subsequent term. The Demised Premises shall revert to the LESSOR at the end of this lease or as it may be extended and that at that time the LESSEE shall vacate the Demised Premises in good condition, wear and tear excepted. Upon 365 days notice, the LESSOR may notify the LESSEE of any proposed change in rent or insurance coverage. The Parties shall negotiate in good faith on this issue.

It is the intent of the Parties that upon the commencement of the initial term of this lease as described above, the existing Lease Agreement between the COUNTY and the LESSEE be terminated.

**3.01-3 HOLDING OVER**

Where 365 days notice has been given by either Party as provided for herein to terminate this lease, holding over beyond 365 days and the terms of such holdover shall be mutually agreed upon by the Parties.

**3.01-4 TERMINATION**

Except as herein provided or unless termination is mutually agreed upon by the Parties, no breach or violation of any of the terms of this Agreement by either Party shall operate to void or terminate or provide

grounds for termination of this Agreement, it being the intent of the Parties that the provisions of this Agreement shall be subject to the Dispute Resolution provisions set forth in Article 7 of this Agreement. The non-performing Party shall correct any substantial noncompliance with the terms of this lease, (including, but not limited to nonpayment of rent), within forty-five (45) days of written notice by the other Party of such noncompliance. If the non-performing Party fails to correct any noncompliance within said period, the other Party may take any necessary corrective action, including but not limited to necessary repairs and set-offs, as provided in Article 7 of this Agreement, the direct and indirect costs of which shall be the responsibility of the non-performing Party.

#### ARTICLE 4 CONSIDERATION

##### 4.01-1 LEASE PAYMENTS

The rental rate used to charge LESSEE shall be based upon the COUNTY adopted KENOSHA PUBLIC SAFETY BUILDING BUDGET divided by total SQUARE FOOTAGE of the KPSB, [see Exhibit 2]. The resulting rental rate shall be multiplied by SQUARE FOOTAGE allocated to the LESSEE and as shown in Exhibit 2, which square footage calculation includes "common areas" in arriving at total annual rental to be charged to the LESSEE. The SQUARE FOOTAGE allocation may change from time to time as new construction, REMODELING, or relocation of certain operations within the KPSB occurs. To effectively charge actual costs, costs shall be adjusted using estimated costs for purposes of calculating the rental rate plus or minus actual audited costs for the PUBLIC SAFETY BUILDING BUDGET in the audit completed for the year two years prior to the current budget (e.g. 2008 costs used to calculate the 2008 rental rate plus or minus 2008 audited costs to adjust 2010 budgeted costs). A preliminary rental rate shall be established on or before July 1 of each year. Rental to be charged to the LESSEE using the agreed upon rental rate shall be used by KENOSHA JOINT SERVICES to prepare a preliminary draft budget. A

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1 final rental rate shall be determined no later than Sept. 10 of each year.  
2 This final rental rate shall be used by KENOSHA JOINT SERVICES in  
3 calculating its final budget, unless amended through mutual Agreement  
4 with the CITY of Kenosha and Kenosha COUNTY.

5  
6 For the period of January 1, 2010 through December 31, 2010, the  
7 SQUARE FOOTAGE allocation for the LESSEE shall equal the space  
8 allocation prior to the PROJECT. For periods beginning January 1,  
9 2011, the SQUARE FOOTAGE allocation for the LESSEE will equal the  
10 updated KPSB SQUARE FOOTAGE allocations based on the completed  
11 PROJECT (see Exhibit 2).

12  
13 Whenever practical, the LESSEE shall reimburse the COUNTY directly  
14 its share of the operating and other capital costs of the KPSB that can  
15 be specifically allocated to the LESSEE, with the exception that DEBT  
16 SERVICE payments related to the SAFETY BUILDING ADDITION AND  
17 REMODELING PROJECT shall be paid separately in accord with the  
18 IGA, and shall not be part of the COUNTY'S PUBLIC SAFETY BUILDING  
19 BUDGET. The COUNTY's PUBLIC SAFETY BUILDING BUDGET shall be  
20 developed using MODIFIED FULL COST ACCOUNTING as defined in  
21 this lease. These costs are described but are not limited to costs  
22 itemized in detail in section 5 of this lease, and shall include but not be  
23 limited to: utilities, telecommunications equipment and operating costs,  
24 MAINTENANCE, cleaning, insurance [not required to be provided by the  
25 LESSEE], REPAIRS, supplies, personnel costs, professional services  
26 (e.g. consulting costs), EQUIPMENT; indirect costs; and major  
27 IMPROVEMENTS to the KPSB. The provisions of the previous sentence  
28 notwithstanding, major IMPROVEMENTS to the KPSB made during the  
29 calendar year exceeding \$125,000 in the aggregate adjusted annually  
30 for inflation using the CPI-U that impacts the COUNTY's PUBLIC  
31 SAFETY BUILDING BUDGET greater than \$125,000 in the aggregate  
32 adjusted annually for inflation using the CPI-U shall require mutual  
33 agreement by the CITY and COUNTY. In lieu of charging full cost of a  
34 capital item in one budget year, charges for capital items on building  
35 IMPROVEMENTS or major EQUIPMENT acquired subsequent to the  
36 SAFETY BUILDING ADDITION AND REMODELING PROJECT shall be

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permissible over time subject to mutual Agreement between the Mayor of the CITY of Kenosha and the Kenosha COUNTY Executive.

Neither the LESSEE nor COUNTY shall obstruct ALTERATIONS, IMPROVEMENTS or REPAIRS necessary relative to the safety, security, or integrity of the building.

CAPITAL IMPROVEMENTS shall be allocated to the COUNTY's PUBLIC SAFETY BUILDING BUDGET and charged through the rental rate unless otherwise mutually agreed upon by the Parties.

Phase in period: During the period of construction of the SAFETY BUILDING ADDITION AND REMODELING PROJECT, the COUNTY's PUBLIC SAFETY BUILDING BUDGET will use assumptions regarding occupancy and use of the new and REMODELED KPSB. These assumptions will impact costs used to calculate the rental rate. For example, the cost of utilities will be impacted due to the increase in total SQUARE FOOTAGE of the KPSB. While the rental rate to be charged is partially based upon budgeted costs, it is retrospectively adjusted for actual costs in accord with the COUNTY audit. Therefore, the process defined in this lease used to calculate the rental rate is self correcting, and no special terms or conditions relative to the impact that a phase in period might have on the rental rate are necessary.

4.01-2 THIS SECTION LEFT BLANK INTENTIONALLY

4.01-3 SPECIAL CHARGES, UTILITY PAYMENTS AND ASSESSMENTS

LESSEE or LESSOR caused damage or non-budgeted, non-emergency LESSEE-requested or non-budgeted, non-emergency LESSOR-directed REMODELING, ALTERATIONS, IMPROVEMENTS, or STRUCTURAL CHANGES shall be paid directly by the responsible Party.

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Non-budgeted, non-insured emergency REPAIRS for amounts less than \$200,000 in the aggregate as adjusted annually by the CPI-U, will be made by the LESSOR and the costs for which shall be included in the COUNTY'S PUBLIC SAFETY BUILDING BUDGET for the following year. Non-budgeted, non-insured emergency repairs, for amounts greater than \$200,000 in the aggregate as adjusted annually by the CPI-U, will be made by the LESSOR and the cost for which will be paid in a mutually agreed upon manner.

LESSEE may, if agreed to by the COUNTY, separately meter charges [if practical and provided that no double-billing will occur] for the consumption of electricity and any other utilities associated with its use of the Premises and shall pay all costs associated therewith.

Special municipal charges and assessments shall be paid by the COUNTY and added to the COUNTY'S PUBLIC SAFETY BUILDING BUDGET.

**4.02-1 DUE DATE**

All of the heretofore mentioned payments shall be made on or before the 1<sup>st</sup> day of each month for the prior month during the duration of this lease and shall be forwarded to the office of the Kenosha COUNTY Treasurer located at 1010 – 56<sup>th</sup> Street, Kenosha, Wisconsin, 53140. Payments made by the 10<sup>th</sup> of the month in which said payment is due shall not be deemed past due. The first payment shall be due on February 1, 2010:

**ARTICLE 5. RIGHTS AND RESPONSIBILITIES OF LESSOR AND LESSEE**

**5.01-1 RIGHTS AND RESPONSIBILITIES OF LESSOR - OWNERSHIP**

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The COUNTY of Kenosha shall be the sole owner of the Public Safety Building. Due to such ownership, certain rights and responsibilities with respect to the entire premises, including the Demised Premises, are assumed exclusively by the LESSOR, COUNTY of Kenosha. Certain costs associated with the implementation of such rights and responsibilities are subject to the reimbursement, allocation, and consideration formulas contained herein. These rights and responsibilities shall include, but not be limited to:

- (1) Overall responsibility for the KPSB, including but not limited to, MAINTENANCE, janitorial services, sanitation, sewage and waste disposal, REPAIRS and general building operation.
- (2) Utility costs, including telephone service and broadband access, unless specifically identified, allocated or charged directly to the LESSEE.
- (3) Payment of premiums for Insurance required of the COUNTY as set forth herein or risk financing costs, as appropriate, to financially protect COUNTY property and COUNTY liability exposure inherent in this Agreement except for personal property and contents belonging to the LESSEE and other insurance required of the LESSEE as set forth herein, the premiums of which shall be the responsibility of the LESSEE.
- (4) Except as hereinafter set forth, the COUNTY shall also be responsible for making all CAPITAL IMPROVEMENTS, including ALTERATIONS, IMPROVEMENTS, REMODELING, and STRUCTURAL CHANGES. Any CAPITAL IMPROVEMENTS requested by the LESSEE must be approved by the LESSOR and shall be the sole responsibility of the LESSEE. Any CAPITAL IMPROVEMENT solely benefitting the LESSOR shall be the sole responsibility of the LESSOR and the costs for which shall not be in the PUBLIC SAFETY BUILDING BUDGET. All CAPITAL IMPROVEMENTS, including ALTERATIONS, IMPROVEMENTS,

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1 REMODELING, and STRUCTURAL CHANGES, which affect  
2 common areas and shared EQUIPMENT, including those areas  
3 that are outdoors, are subject to the reimbursement, allocation,  
4 and consideration formulas contained herein. All ALTERATIONS,  
5 IMPROVEMENTS, REMODELING, and STRUCTURAL CHANGES  
6 shall be done in accordance with the requirements of applicable  
7 State and COUNTY bidding and purchasing laws and ordinances  
8 and all applicable building codes.

9  
10 Notwithstanding anything contained in this Agreement to the  
11 contrary, the COUNTY is responsible to make all emergency  
12 REPAIRS. Emergency REPAIRS must be responded to  
13 immediately and completed in a timely basis based on the nature  
14 of the emergency. Should the COUNTY not provide for timely  
15 emergency REPAIR, the LESSEE may proceed to make the  
16 REPAIR at its cost and submit the cost of repair to the LESSOR  
17 for reimbursement. LESSOR will make reimbursement to the  
18 LESSEE within 45 days of receiving the reimbursement request.

- 19  
20 (5) Landscaping and parking and sidewalk MAINTENANCE and  
21 REPAIR and snow and ice removal; maintaining the buildings  
22 and grounds in a clean and sanitary condition and removal of  
23 rubbish and obstructions; obeying all lawful fire, police and  
24 health orders and regulations affecting the Demised Premises to  
25 the extent that such ordinances and regulations apply to the  
26 LESSOR.
- 27  
28 (6) Posting of external and common area signs unless otherwise  
29 required by law or mutually agreed to administratively.
- 30  
31 (7) Painting and decorating in the common areas.
- 32  
33 (8) Selection of office furniture for all common areas as herein  
34 defined.

(9) MAINTENANCE of elevators.

(10) MAINTENANCE of heating, ventilating and air conditioning systems.

(11) Establishing minimum security rules that pertain to the use of the Kenosha COUNTY Public Safety Building, including the Demised Premises and the surrounding grounds and parking areas.

(12) Storage and disposal of waste.

(13) Application for grants or studies pertaining to the KPSB as prescribed in Section 3.01-18(7) of the IGA .

(14) Location, installation, MAINTENANCE and REPAIR of FIXTURES in all common areas.

(15) Unless otherwise provided for herein, those rights and duties specified in Wisconsin Statutes, (2007-2008) section 704.07.

**5.01-2 SECURED AREA**

LESSOR and LESSEE shall be responsible for security within their respective areas. That area designated by the Sheriff of Kenosha COUNTY as the "secured area" of the Kenosha COUNTY Public Safety Building, which appears indicated as such on the attached Exhibit 2, shall, however, be under the exclusive jurisdiction of the Kenosha COUNTY Sheriff and subject to such rules and regulations as he may from time to time prescribe. The Sheriff shall also be responsible for programming all security systems on the premises and for the issuance

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of identification cards.

**5.01-3 ACCESS RIGHTS**

It is agreed between the Parties that LESSEE shall permit the LESSOR or its agents to have access to the Demised Premises or portions thereof as may be leased to LESSEE at any time upon 24 hours notice for purposes of inspections MAINTENANCE or REPAIRS or determining compliance with this lease. In the event of an emergency, immediate access shall be allowed unless otherwise agreed to by the parties for a special purpose. In addition, regardless of any provision contained in this section, the Sheriff for Kenosha COUNTY or the Chief of Police for the CITY of Kenosha may from time to time and as circumstances deem appropriate restrict access into the area(s) leased by KJS based upon public safety issues.

**5.01-4 REPRESENTATIONS AND WARRANTIES**

LESSOR makes no representations or warranties, either express or implied, except as hereinafter set forth. LESSOR represents and warrants the following to LESSEE with respect to LESSOR's Parcel and the Premises:

(1) Provided that LESSEE is not in default under the terms of this Agreement, LESSOR (and its agents) shall not disturb or interfere with the quiet and peaceable enjoyment of the Premises by LESSEE and LESSOR-authorized sub-LESSEES pursuant to LESSEE's rights under this Agreement.

(2) LESSOR has no notice or knowledge of any conditions affecting LESSOR's Parcel or the Premises that would constitute a violation of any applicable federal, state or local law or regulation.

(3) LESSOR has no notice or knowledge of any condition that would affect the health or safety of any individual on the leased premises. It is understood that portions of the KPSB are utilized as a COUNTY jail.

**5.01-5 DUTY TO DISCLOSE DEFECTS AND HEALTH AND SAFETY CONDITIONS**

LESSOR has a duty to timely disclose as soon as possible any defects and/or health and safety hazards to the LESSEE. LESSEE has a duty to timely disclose as soon as possible any claims or health and safety hazards discovered in the Demised Premises to the LESSOR. Only for the purposes of this notification, the Sheriff of the COUNTY of Kenosha will be considered an agent of the LESSOR.

**5.01-6 REQUESTED MEETINGS**

LESSEE shall meet with the LESSOR and/or other LESSEES or their agent and the LESSOR shall meet with any LESSEE and/or its agent upon written request for the purpose of discussing those topics pertaining to this lease, the allocation of space, examination of the reasonable exercise of LESSOR's or LESSEE's responsibilities, proposed lease amendments, or other considerations pertaining to the Kenosha COUNTY Public Safety Building.

The parties agree to make available to each other any documents, books, accounts, records, reports, computer programs, files, notes, documents or other MATERIALS in their possession pertaining to the KPSB or the operation of the Lease.

**5.02-1 RIGHTS AND RESPONSIBILITIES OF LESSEE**

The rights and responsibilities of the LESSEE shall be governed by

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1 this Lease Agreement and the aforementioned Intergovernmental  
2 Agreement and the actions taken and resolutions enacted by the  
3 LESSEE and COUNTY pertaining thereto.

4  
5  
6  
7 **5.02-2 USE OF THE PREMISES AND FITNESS FOR PURPOSE**

8  
9 It is the intent of the LESSEE to use the Demised Premises specifically  
10 for the purpose of JOINT SERVICES' administration and operations as  
11 defined herein as well as any other uses that may be agreed to from  
12 time to time by the CITY and the COUNTY. LESSOR shall assure that  
13 the Demised Premises will be fit for such purposes.

14  
15 **5.02-3 EXCLUSIVE USE**

16  
17 LESSOR grants to LESSEE the exclusive use, for the aforementioned  
18 purposes only, of the Demised Premises during the term of this  
19 Agreement. The Parties further agree to not interfere with each others  
20 use of the KPSB or use by other tenants. The Parties shall not grant to  
21 any other Party, an interest in or right to the Premises for any reason  
22 whatsoever without the other Parties prior written consent which  
23 consent would only be denied if such interest or right would interfere  
24 with the business operations of the other Party or authorized sub-  
25 LESSEES. Furthermore, neither Party shall utilize the KPSB for  
26 purposes not related to law enforcement, Emergency Management or  
27 Information Technology.

28  
29 **5.02-4 ASSIGNMENT AND SUB-LETTING**

30  
31 This Lease may not be assigned or sublet, including but not limited to  
32 other departments, offices or agencies, without the prior written  
33 approval of the LESSOR, which approval would only be denied if such

1 interest or right would interfere with the business operations of  
2 LESSOR or any other LESSEE on the Premises. In the event of an  
3 assignment of this Lease, the assignee must become a signatory to this  
4 Agreement and assumes all obligations of the LESSEE arising under  
5 the terms of this Agreement. It is understood that the COUNTY will  
6 lease certain portions of the KPSB to the CITY KPD and intends to  
7 utilize its portion of the KPSB for exclusive use by the Kenosha  
8 COUNTY Sheriff, Kenosha COUNTY Jail and for the COUNTY Divisions  
9 of Information Technology and Emergency Management.

10  
11 **5.02-5 PARKING, GAS PUMPS, CAR WASH, SHOOTING RANGE AND COORDINATION**

12  
13 Parking assignments and day-to-day parking operations, shall be the  
14 responsibility of KENOSHA JOINT SERVICES.

15  
16 Notwithstanding any provision to the contrary contained herein,  
17 outdoor parking in Lot # 4 as designated in § 7.03 (3)(b) 7 of the  
18 Municipal Code of Kenosha COUNTY or as it may be amended from  
19 time to time will be utilized for law enforcement purposes by the  
20 LESSOR or LESSEE on a first come, first served basis.


21  
22 Notwithstanding any provision to the contrary contained herein,  
23 outdoor parking in Lot # 1 as designated in § 7.03 (3)(b) 4 of the  
24 Municipal Code of Kenosha COUNTY or as it may be amended from  
25 time to time will be utilized for short-term public, non-employee  
26 parking.

27  
28 Day-to-day operations, administration, maintenance and repair of the  
29 car wash and shooting range shall be the responsibility of Joint  
30 Services. The gas pumps and underground tanks remain the  
31 responsibility of the COUNTY.

32  
33 Joint Service areas shall be subject to those work rules and regulations  
34 that are adopted from time to time by the KENOSHA JOINT SERVICES

BOARD.

KENOSHA COUNTY CIVIC CENTER  
DESIGNATED PARKING AREAS

 Designated Parking Lots       Parking Lot Number



Map Prepared by the Kenosha County Department of Planning and Development

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**5.02-6 PHONE SERVICE AND BROADBAND**

LESSEE shall be responsible for its own phone service when so identified and allocated. To the extent that the COUNTY is contractually allowed, broadband availability and capability shall be accorded to the LESSEE with the proviso that any additional wiring or EQUIPMENT charges shall be paid for by the LESSEE. Nothing contained herein shall preclude the LESSEE from choosing an alternative provider of broadband services with the understanding, however, that in such case the LESSEE shall be responsible for all associated costs.

**5.02-7 OFFICE EQUIPMENT AND FURNITURE**

LESSEE office EQUIPMENT and furniture shall be purchased, installed, maintained, REPAIRED, secured and insured by the LESSEE .

**5.02-8 DUTY TO DISCLOSE CONFLICTS OF INTERESTS AND ETHICS CODE VIOLATIONS AND VIOLATIONS OF THE LAW**

The parties agree to report to each other any violation of either the COUNTY or CITY Code of Ethics or any violation of state law with regard to the Parties activities as LESSOR and LESSEE.

**5.02-9 THIS SECTION LEFT BLANK INTENTIONALLY**

**5.02-10 THIS SECTION LEFT BLANK INTENTIONALLY**

**5.02-11 VACATING PREMISES AND RETURNING IN GOOD CONDITION**

Upon the termination of the operation of this lease, the Demised

Premises shall be returned to the LESSOR in good and undamaged condition, taking into account normal wear and tear.

**5.02-12 COMPLIANCE**

LESSEE shall have the responsibility of complying with all reasonable requests of the LESSOR as they pertain to the day to day operation and MAINTENANCE of the KPSB. LESSEE shall have those rights and duties provided for under Wisconsin Statutes (2007-2008) section 704.07 unless otherwise provided for herein. Furthermore, LESSEE shall not commit waste or damage on the leased premises, wear and tear excepted.

**5.02-13 FAILURE OF PARTIES TO PERFORM**

In the event that either Party fails to perform its obligations under the terms and time-frames of this Agreement, the other Party may proceed with such performance and charge the non-performing Party for the cost associated therewith.

**5.03-1 ALTERATIONS, IMPROVEMENTS, AND FIXTURES**

ALTERATIONS, IMPROVEMENTS, and FIXTURES shall remain upon the Demised Premises at the time of the termination of this lease, and shall be and remain the property of the LESSOR. The COUNTY reserves the right to disallow the installation of any FIXTURE, or any ALTERATION, IMPROVEMENT or REPAIR that would compromise the integrity of the KPSB or of the Demised Premises or endanger the health or safety of individuals. Notwithstanding any above provision to the contrary, LESSEE - installed FIXTURES may be removed with a minimum of 24 hours notice of such intent to remove to the COUNTY provided that the LESSEE restores the area from which the FIXTURE was removed to its

original condition.

**5.03-2 CLAIMS AND LIEN WAIVERS**

LESSEE shall cause no action which would result in a construction or other lien against the leased property. Upon notification of any claim or lien affecting the leased property, the LESSEE shall remove such lien or resolve such claim within thirty (30) days or in lieu thereof escrow funds with the LESSOR sufficient to satisfy such liens or claims.

**ARTICLE 6 RISK MANAGEMENT**

**6.01 INTENT**

This Article is intended to address risk management between the parties as well as insurance requirements which may change from time to time. As circumstances warrant, this Article may be amended administratively by mutual consent of the Kenosha COUNTY Executive and the Chairman of the Joint Services Board. Any failure on their part to agree to any change in the terms of this Article shall not be subject to the Dispute Resolutions provisions of this Agreement.

**6.01-1 INDEMNIFICATION AND HOLD HARMLESS**

LESSEE shall defend, indemnify and hold harmless Kenosha COUNTY and its officials, officers, departments, agencies, committees, Board members, representatives, employees, agents, contractors and attorneys (collectively, "Indemnified Parties") against any and all liability, actions or causes of action, loss, claims, demands, adverse administrative law violations, suits, judgments, rulings, or consequences, costs, damages, fines, forfeitures, penalties, expenses

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(including actual and reasonable attorney fees of counsel selected by Kenosha COUNTY and all other costs and expenses of litigation), of every kind and description, or injury to persons or property damage or other liability direct or indirect, alleged or proven, arising out of directly or indirectly or in connection with, or occurring during, the course of this Agreement where such liability is founded upon or occurring out of, the acts or omissions of LESSEE, its officers, officials, agents, assigns, or employees. LESSEE agrees to protect itself and Kenosha COUNTY under this indemnity Agreement with the insurance coverages and securities set forth in this Agreement.

LESSOR shall defend, indemnify and hold harmless the LESSEE and its officials, officers, departments, agencies, committees, Council and Board members, representatives, employees, agents, contractors and attorneys (collectively, "Indemnified Parties") against any and all liability, actions or causes of action, loss, claims, demands, adverse administrative law violations, suits, judgments, rulings, or consequences, costs, damages, fines, forfeitures, penalties, expenses (including actual and reasonable attorney fees of counsel selected by LESSEE and all other costs and expenses of litigation), of every kind and description, or injury to persons or property damage or other liability direct or indirect, alleged or proven, arising out of directly or indirectly or in connection with, or occurring during, the course of this Agreement where such liability is founded upon or occurring out of, the acts or omissions of LESSOR, its officers, officials, agents, assigns, or employees. LESSOR agrees to protect itself and LESSEE under this indemnity Agreement with the insurance coverages and securities set forth in this Agreement.

Subject to the provisions of § 6.01-8 of this Agreement [ie., non waiver of liability caps, defenses and immunities] it is understood and agreed that all Parties to this Agreement would bear only that responsibility and any resultant legal and/or financial (including court costs and attorney fees) liability, either awarded or stipulated to and arising out of their occupancy or operation of the leased premises, which is based

upon their own negligent or intentional acts or omissions or those of  
their officials, agents or employees.

**6.01-2 MUTUAL WAIVER OF SUBROGATION**

LESSOR and LESSEE shall cause a waiver of subrogation to be  
included in their respective policies to the extent allowed for by law  
and their respective policies of insurance.

Kenosha COUNTY shall not be liable to LESSEE for any injuries to  
LESSEE's employees arising out of or in connection with this  
Agreement including any and all work of any type performed by  
LESSEE upon the Premises or Property, including injuries arising  
during EQUIPMENT installation, ALTERATION, modification,  
IMPROVEMENT, MAINTENANCE, REPAIR, replacement, or use, or  
ingress or egress to or from the Property.

LESSEE shall not be liable to Kenosha COUNTY for any injuries to  
Kenosha COUNTY's employees arising out of or in connection with this  
Agreement including any and all work of any type performed by  
Kenosha COUNTY upon the Premises or Property, including injuries  
arising during EQUIPMENT installation, ALTERATION, modification,  
IMPROVEMENT, MAINTENANCE, REPAIR, REMODELING, CAPITAL  
IMPROVEMENT, replacement, or use, or ingress or egress to or from  
the Property.

**6.01-3 SURVIVAL OF PROVISIONS**

All indemnification obligations of the Parties under this Agreement  
shall survive the expiration or earlier termination of this Agreement with  
respect to any and all claims and causes of action arising from events

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1 occurring prior to the expiration or termination of this Agreement. Such  
2 obligations of each Party shall remain operative until the time that all  
3 potential claims or potential civil actions by the Parties or by third  
4 Parties shall expire.

5 6.01-4 THIS SECTION LEFT BLANK ON PURPOSE

6  
7 6.01-5 RISK MANAGEMENT - INSURANCE REQUIREMENT

8  
9 At all times during the term of this Agreement, LESSEE and LESSOR  
10 shall keep in full force and effect all insurance policies as provided for  
11 herein and at the minimum terms and limits hereinafter set forth. The  
12 insurer must be authorized to do business under the laws of the State  
13 of Wisconsin and have an "A-VII" or equivalent or better rating by A.M.  
14 Best (or acceptable governmental pool alternatives). Such insurance  
15 will be primary for actions and/or omissions performed pursuant to this  
16 Contract.

17  
18 Notwithstanding any provision to the contrary contained in this  
19 Agreement, the parties may be self-insured to the extent called for in  
20 this Agreement.

21  
22 LESSOR is not responsible for procuring insurance for the purpose of  
23 protecting personal property owned by the LESSEE including all office  
24 EQUIPMENT and furniture, including furniture being purchased by the  
25 LESSEE from the COUNTY.

26  
27 Except as otherwise stated in this Agreement, all assigns or agents and  
28 all contractors and all of their subcontractors who perform work under  
29 the provisions of this Agreement shall carry, in full force and effect,  
30 worker's compensation, commercial general liability, umbrella liability,  
31 and automobile liability insurance coverages of the type that LESSEE  
32 is required to obtain under the terms of this Agreement and with the  
33 same limits and additional named insureds.

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**6.01-6        ADDITIONAL INSURED**

With respect to all liability insurance required by this Agreement of the LESSEE and/or its assigns, contractors and their subcontractors arising out of this Agreement, Kenosha COUNTY, its Board members, commissioners, agents, officers, employees and representatives (collectively, "Additional Insureds") shall when not prohibited by law or by a chosen policy of insurance be named as additional insureds , which shall be so stated on a Certificate of Insurance.

With respect to all liability insurance required by this Agreement of the LESSOR and/or its assigns, contractors and their subcontractors arising out of this Agreement, the LESSEE, its Council or Board members, commissioners, agents, officers, employees and representatives (collectively, "Additional Insureds") shall when not prohibited by law or by a chosen policy of insurance be named as additional insureds, except for business interruption and worker's compensation policies, which shall be so stated on a Certificate of Insurance.

Joint financial protection for joint risk responsibility shall be provided by insurance policies procured by the Joint Service Board naming the CITY and Kenosha COUNTY as additional insureds. The cost of such insurance or joint losses will be borne by the Parties as outlined in this Agreement or as otherwise may be agreed upon.

**6.01-7        THIS SECTION LEFT BLANK ON PURPOSE**

**6.01-8        NON-WAIVER OF LIABILITY CAPS, DEFENSES AND IMMUNITIES**

No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by the COUNTY or KENOSHA JOINT SERVICES of the provisions of Section 893.80 of the Wisconsin Statutes or amendment thereto or other applicable limits on municipal liability, nor shall any provision be construed to be a waiver of any defense or immunity available to either Party.

**6.01-9 PROOF OF INSURANCE**

Each Party shall furnish the other Party with a certificate of insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Party meets the insurance requirements identified above. The Certificate of Insurance shall reference the additional insureds required herein, the Parties holding and entitled to the certificate of insurance, waivers of subrogation as herein required and also include a provision prohibiting cancellation of said policy or change in terms except upon 30 days prior written notice to the COUNTY or KENOSHA JOINT SERVICES, as the case may be, of such cancellation. A copy of the Certificate of Insurance shall be delivered to the Party entitled to the certificate of insurance no later than 60 days after execution of this Agreement for final approval. Certificates of Insurance coverage shall be provided upon demand by each Party, upon any change in an insurance policy and upon the yearly anniversary date of the execution of this Agreement. Upon renewal of the required insurance and annually thereafter, the Party entitled to such certificate shall receive a new Certificate of Insurance.

Upon giving reasonable notice, the Parties shall have the right to inspect the insurance policies that are required to be maintained under this Agreement, along with any riders or amendments thereto.

**6.01-10 NOTICE OF LITIGATION**

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Each Party shall notify the other immediately upon the commencement of any litigation against them where there is any possibility that the other Party or the Additional Insureds may be made a Party thereto. In the event any actions, suit or other proceeding is brought against the COUNTY or the LESSEE or the Additional Insureds upon any matter herein indemnified against, COUNTY and LESSEE shall cooperate to the extent possible with the defense of the action, suit or other proceeding.

**6.01-11 LITIGATION AND AWARDS OF DAMAGES AGAINST KENOSHA JOINT SERVICES BOARD**

The COUNTY may demand that insurance be taken out by the KENOSHA JOINT SERVICES BOARD to cover general liability, including but not limited to, civil rights violations, anti-trust violations, discrimination, libel and slander, false imprisonment, malicious prosecution, abuse of process and assault and battery, and negligent dispatching. To the extent that such insurance coverage is available, the CITY and the COUNTY shall each share the cost thereof in accordance with the Maximus formula. Said coverage may provide for a deductible of up to \$100,000, unless otherwise agreed upon by the Parties, which deductible shall be subject to the Maximus formula in the event of a loss. Any awards of damages against the KENOSHA JOINT SERVICES BOARD, or its members, employees or agents acting in good faith in their official capacities and in the course of their employment and not covered by liability insurance, including civil rights and discrimination awards, may be paid by the CITY and COUNTY in accordance with the Maximus formula.

The term "awards" shall apply to voluntary settlements as well as judgments and costs and fees, including but not limited to reasonable attorney fees and trial costs. In such cases, the KENOSHA JOINT SERVICES BOARD shall be solely responsible for all decisions relating to settlements, compromises and appeals. The KENOSHA JOINT SERVICES BOARD shall keep the CITY and the COUNTY fully advised and informed of all claims and actions which could result in liability to

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the CITY or the COUNTY. Prior to any final decision regarding compromises, settlements or appeals, the KENOSHA JOINT SERVICES BOARD shall solicit timely input from the Kenosha COUNTY Board of Supervisors, the Common Council of the CITY of Kenosha, the Kenosha COUNTY Corporation Counsel's Office and the CITY Attorney's Office. Recommendations made to the KENOSHA JOINT SERVICES BOARD shall be strictly advisory.

The CITY and the COUNTY have recognized that the KENOSHA JOINT SERVICES BOARD was created as a legal entity capable of suing and being sued in its own name.

In the event of litigation against the KENOSHA JOINT SERVICES BOARD, its members or employees, by third Parties, the Board and its insurer may retain legal counsel of its choosing.

#### 6.01-12 INDEPENDENT EMPLOYEES

Except as may be provided for in § 3.01-15 of the heretofore referenced Intergovernmental Agreement [ie., pertaining to loaned employees], for all intents and purposes, the employees of the COUNTY, CITY and KENOSHA JOINT SERVICES shall be independent from the employees of each other Party to this Agreement unless specifically mutually agreed upon.

#### 6.02-1 GENERAL LIABILITY

As sole owner of the KPSB, the COUNTY will assume its responsibility for general liability including those areas that are outdoors and the parking area of the premises. This financial responsibility may be provided by insurance policies, with or without deductibles, as available in the insurance industry; however, this section will not be voided if insurance is not provided nor available.

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Liability for operations of the LESSEE are not assumed by the COUNTY of Kenosha except as may be otherwise provided for in this Agreement. The LESSEE may provide financial protection for their interests as LESSEE deems appropriate. LESSEE will, to the extent allowed for by law and the policy chosen by the LESSEE, include Kenosha COUNTY, its board members, commissioners, agents, officers, employees and representatives as an additional insured on their general liability policy.

At all times during the term of this Agreement, LESSOR shall keep in force and effect a commercial general liability policy on an occurrence basis to provide coverage for bodily injury and property damage. Limits of liability shall not be less than \$1.0 million per occurrence and \$2.0 million aggregate.

At all times during the term of this Agreement, LESSEE shall keep in force and effect a commercial general liability policy on an occurrence basis to provide coverage for bodily injury and property damage. Limits of liability shall not be less than \$1.0 million per occurrence and \$2.0 million aggregate.

#### 6.02-2 PROPERTY COVERAGE

LESSOR shall maintain an all risk property policy (or self-insure) on the KPSB, accessory structures and surrounding grounds of the KPSB under its control including any contents and other IMPROVEMENTS, including all EQUIPMENT, FIXTURES, utilities, structures, fencing, or support systems that may be built or placed upon the Property and which are owned only by Kenosha COUNTY. Said policy shall include boiler and machinery breakdown coverage. Contents owned by LESSEE shall be the responsibility of the LESSEE.

The COUNTY shall protect the interests in the real property in amounts at least equal to the replacement value of said building. In case of loss, except as herein provided, the COUNTY may apply the proceeds of

1           such insurance or other financial reserves to the REPAIR and  
2           restoration of the building to its former condition, or in such other  
3           manner as will make said building usable or tenetable to the  
4           satisfaction of each LESSEE and the COUNTY. In the event the County  
5           does not rebuild the PSB, it is understood that insurance proceeds will  
6           equal book value.

7  
8           If in the judgment of the COUNTY, the funds received from such  
9           insurance policies, or otherwise, shall be insufficient to reconstruct the  
10          building or to make the building usable or tenantable, then in that case,  
11          the COUNTY shall hold and/or invest the funds paid to it or held by it by  
12          reason of such loss for the benefit of the holders of outstanding safety  
13          building bonds and said monies shall be deposited by the COUNTY in  
14          trust for the benefit of the bondholders being used to pay the principal  
15          and interest on said bonds as they mature. Any monies received by the  
16          COUNTY in excess of what is required to REPAIR or replace the KPSB  
17          or held for the benefit of bondholders shall be retained by the COUNTY.

18  
19          The Parties agree that the PSB has several attributes due to its siting  
20          within the CITY of Kenosha for the Kenosha Police Department,  
21          including proximity to Joint Services (for ease of access by officers  
22          coming on and off shift, to the Records, Evidence, and Vehicle  
23          Maintenance divisions of Joint Services), proximity to the jail,  
24          proximity to the Courthouse, the Municipal Office Building and to the  
25          Sheriff's Department (to allow for sharing of equipment, e.g.,  
26          intoximeter, shooting range, roll call rooms).

27  
28          In the event that the PSB is lost due to a catastrophe (e.g., fire;  
29          tornado), the CITY and COUNTY each needs to insure that both the  
30          Kenosha Sheriff's Department and the CITY KPD have a functioning  
31          facility.

32  
33          Notwithstanding any provision to the contrary contained in either this  
34          Lease or the IGA, if a loss occurs and, if within ninety (90) days  
35          following the loss, the COUNTY provides notice to JS of the COUNTY'S

1 intention to rebuild the KPSB, and within a reasonable time period  
2 thereafter the COUNTY rebuilds the KPSB to the "as built"  
3 specifications of the KPSB with the addition of the PROJECT and as  
4 remodeled pursuant to the IGA or with such modifications as agreed to  
5 by the Parties or as may be necessitated by a lack of adequate  
6 insurance proceeds, and rebuilds within the CITY limits at a mutually  
7 agreeable location, JS will have no claim against the COUNTY. During  
8 such time as JS is temporarily re-located it shall not be responsible for  
9 payments under this lease except for a pro-rata share of lease payment  
10 for any area still occupied in the PSB.

11  
12 KJS will be responsible, at its expense, subject to contributions from  
13 the CITY and the COUNTY based on the Maximus study, to find  
14 alternate temporary locations for KJS operations. In such event, if the  
15 proposed temporary lease rental will exceed the current year's budget  
16 balance, such lease by Joint Services will require the prior approval of  
17 both the COUNTY Board and the CITY Common Council.

18  
19 If a total or partial loss of the KPSB occurs during the initial or any  
20 subsequent term of the Lease and either the COUNTY does not provide  
21 notice to JS of its intention to rebuild the KPSB subject to the above  
22 conditions, or within a reasonable time does not rebuild the KPSB  
23 subject to those conditions, the COUNTY will be considered in breach  
24 of the IGA and/or its Lease with JS. In such event, JS may discontinue  
25 making any payments due under this Lease. The COUNTY will  
26 furthermore be liable for JS's relocation damages which would be  
27 limited to reasonable moving and occupancy costs, with said  
28 occupancy costs to include but not be limited to market-based rent,  
29 utilities, custodial services, taxes, etc., incurred by JS due to the loss  
30 of the KPSB and its untenability in whole or in part. The  
31 reasonableness of such rates are subject to the dispute resolution  
32 provisions of this Agreement. Specific performance to rebuild the PSB  
33 and punitive damages for failure to rebuild will not be available  
34 remedies.

35  
KENOSHA COUNTY  
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Nothing contained in this provision, § 6.02-2, shall be construed during any initial or subsequent term of this Lease to preclude the Parties from giving each other notice of its intent to terminate this Lease at the end of the initial or subsequent term of this Lease in accordance with the provisions of § 3.01-2 of this Agreement.

**6.02-3 AUTOMOBILE LIABILITY INSURANCE**

LESSOR and LESSEE, may obtain automobile liability insurance for all owned, non-owned and hired vehicles that are used by them or in carrying out the services of this Contract in such amounts and coverages as deemed advisable by each Party.

**6.02-4 STATUTORY WORKER'S COMPENSATION BENEFITS AND EMPLOYERS' LIABILITY INSURANCE**

LESSEE shall provide statutory worker's compensation benefits and employers' liability insurance for all LESSEE'S employees engaged in work associated with this Contract with limits as required by Wisconsin Statutes.

LESSEE shall require its contractors and their subcontractors and others not protected under its insurance to obtain and maintain such insurance in the stated amounts.

The LESSOR and LESSEE agree that each will be responsible for procuring worker's compensation insurance for only its own employees as required by Wisconsin Statutes. Any of said Parties may be self-insured in whole or part.

**6.02-5 ENVIRONMENTAL INSURANCE**

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Each Party represents and warrants that neither Party's use of the Premises will generate any hazardous substances or store or dispose on the Premises or transport to or over the Premises any hazardous substances and that the Demised Premises including the facilities of LESSEE's sub-LESSEES, will not constitute or contain and will not generate any hazardous substance in violation of state or federal law now or hereafter in effect including any amendments thereto.

"Hazardous substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local laws, regulations or rules now or hereafter in effect including any amendments thereto. Each Party further represents and warrants that in the event of breakage, leakage, incineration or other disaster at the KPSB, all entities occupying the KPSB will be notified immediately so that emergency precautions can be taken so as to prevent injury and damage.

Nothing contained herein shall be interpreted to apply to generally accepted law enforcement supplies and equipment as well as stored criminal evidence obtained by a law enforcement agency of either the COUNTY or CITY which is or may be hazardous or toxic, with the proviso, however, that when such evidence is stored by either the COUNTY or CITY anywhere in the KPSB all entities occupying the KPSB are so notified of the type of hazard involved, the storage facility and the equipment used to safeguard against such hazards and also that proper precautions and storage procedures have been followed regarding such material and/or equipment.

In any Agreements with a sub-LESSEE approved by the LESSOR, LESSEE agrees that it shall require the sub-LESSEE to warrant that the sub-LESSEE's use of the Premises will not generate any hazardous substances and that the sub-LESSEE will not store or dispose on the Premises or transport to or over the Premises any hazardous substances and that the Demised Premises will not constitute or contain

1 and will not generate any hazardous substance in violation of state or  
2 federal law now or hereafter in effect including any amendments.  
3 LESSEE shall also, to the extent possible, require that its sub-LESSEES  
4 indemnify the Indemnified Parties, as defined in this Agreement, from  
5 and against any and all liability, loss, cost, damage, fines, penalties, and  
6 expense, including reasonable attorneys' fees arising from or due to the  
7 release, threatened release, storage or discovery of any such hazardous  
8 wastes or hazardous substances on, under or adjacent to the Premises  
9 attributable to the sub-LESSEES' use of the Property.

10  
11 Each Party shall defend, indemnify and hold each other harmless from  
12 and against any and all liability, loss, cost, damage, fines, penalties, and  
13 expense, including actual and reasonable attorneys' fees arising from  
14 or due to the release, threatened release, storage or discovery of any  
15 such hazardous wastes or hazardous substances on, under or adjacent  
16 to the Premises attributable to each Party's use of the Property.

17  
18 Upon request, LESSOR shall provide LESSEE with a copy of all  
19 environmental studies pertaining to the Premises conducted on behalf  
20 of LESSOR.

21  
22 Each Party agrees to indemnify, defend and hold the other harmless  
23 including its officers, agents, employees or committees, for and from  
24 any request, demand, order or any other form of obligation or liability to  
25 pay clean-up or remediation costs, under any local, state or federal law,  
26 rule, order, ordinance, statute, regulation or decision, and for or from  
27 any and all liability, loss, claims, or damage that it might suffer as a  
28 result of any claim, demand, cost or judgment by any person or entity at  
29 any time against the Party, its officers, agents, employees or committees  
30 arising in any way or as the result of any act or omission of the such  
31 Party or a sub-LESSEE. The terms and conditions of this paragraph  
32 shall apply from the Effective Date of this Agreement in perpetuity.

33  
34 Each Party also agrees to support, defend and/or reimburse the costs,  
35 reasonable attorneys fees, damages or other liabilities incurred by the

other Party, its officers, agents, employees and any duly-appointed committees, brought by any person or entity at any time to establish that its officers, agents, employees and any duly-appointed committees, may have liability for any request, demand, order or any other form of obligation to pay clean-up or remediation costs, under any local, state or federal law, rule, order, ordinance, statute, regulation or decision, and for or from any loss, claim or damages arising in any way or as the result of any anticipated or unanticipated occurrence associated with any act or omission of such Party or a sub-LESSEE. The terms and conditions of this paragraph shall apply from the Effective Date of this Agreement in perpetuity.

In any legal proceedings resulting from the above two paragraphs, each Party has the right to assert any defense on its behalf which it is legally entitled to, including the provisions of § 893.80, Wis. Stats. Each Party subrogates all applicable counter-claims (excepting separate damage claims not subject to the indemnification and hold harmless provisions) and assigns all applicable rights and defenses which it has to the other Party.

## ARTICLE 7 DISPUTE RESOLUTION AND DAMAGES

### 7.01-1 ADOPTION OF DISPUTE RESOLUTION PROVISION OF IGA

In the event of a dispute between the Parties relating to the provisions of this Lease, the terms, conditions, procedures and provisions contained in § 4.01 of the Intergovernmental Cooperation Agreement referenced in the Preamble to this Lease shall be followed.

## ARTICLE 8 GENERAL PROVISIONS

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1 **8.01-1 LAWS OF WISCONSIN**

2  
3 **This Agreement shall be construed, enforced and governed in all**  
4 **respects, in accordance with the laws and statutes of the United States**  
5 **of America and the State of Wisconsin and as they may be amended**  
6 **from time to time.**

7  
8 **8.01-2 ADVICE OF COUNSEL**

9  
10 **By execution of this Agreement each Party certifies that they have had**  
11 **the benefit of the advice of the COUNTY Corporation Counsel and CITY**  
12 **Attorney or the opportunity to consult with legal counsel of their own**  
13 **choosing prior to execution.**

14  
15 **8.01-3 JOINT DRAFT BY CITY AND COUNTY**

16  
17 **It is understood that JOINT SERVICES was created by the COUNTY and**  
18 **the CITY of Kenosha as part of an Intergovernmental Cooperation**  
19 **Agreement as heretofore referenced and for the mutual benefit of each**  
20 **entity. This Agreement has been the subject of mutual negotiations**  
21 **between the COUNTY and the CITY as a third party beneficiary of this**  
22 **Agreement and their respective counsel. This Agreement has been and**  
23 **shall be construed to have been jointly drafted by the COUNTY and the**  
24 **CITY in order to preclude the application of any rule of construction**  
25 **against the COUNTY'S interest as the sole drafter of this Agreement.**

26  
27 **8.01-4 NO WAIVER OF MUNICIPAL OR STATUTORY IMMUNITY, RIGHT TO NOTICE OF CLAIM,**  
28 **LIABILITY LIMITS OR EXHAUSTION OF ADMINISTRATIVE REMEDIES**

29  
30 **No provision of this Agreement shall be interpreted to mean or suggest**  
31 **that the Parties have waived any of their rights under Wis. Stats. §**  
32 **893.80 or as it may be amended or renumbered from time to time, or any**  
33 **immunity, notice of claim, or liability limit provided or allowed for by law**

nor any defense, including but not limited to exhaustion of remedies.

**8.01-5 COMPLIANCE – FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS**

It is further agreed by and between the Parties that the use of the KPSB and of the Demised Premises shall constitute a public purpose and in furtherance of this Agreement, the Parties agree to comply with all Federal and State Laws and Regulations and standards, including but not limited to non-discrimination, the State Open Meetings and Public Records laws and all applicable local Ordinances and regulations as may be required from time to time, including but not limited to those ordinances and directives relating to ethics and conflicts of interest. This provision is not intended to create any third-Party cause of action in any person or Party.

**8.01-6 GOOD FAITH AND FAIR DEALING**

The Parties to this Agreement agree that this Agreement imposes upon them a duty of good faith and fair dealing.

**8.01-7 NOTHING TO IMPAIR**

Neither Party shall act so as to impair the obligations of this Agreement without the written consent of the other Party.

**8.01-8 ASSURANCE AND DUTY TO FUND**

The Parties agree to execute, acknowledge and deliver such other instruments as required or as reasonably may be required and requested and to fund and pay accordingly to effectuate the intent, terms and conditions of this Agreement.

**8.01-9 FORCE MAJEURE**

In the event that any Party hereto is delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure MATERIALS, failure of power, governmental moratorium or other governmental action or inaction by any governmental entity other than the Parties to this Agreement (including failure, refusal or delay in issuing permits, approvals and/or authorizations) injunction or court order, riots, insurrection, war, fire, earthquake, flood or other natural disaster or other reason of a like nature not the fault of the Party delaying in performing work or doing acts required under this Agreement (but excluding delays due to financial inability), then performance of such act, including any payment due, shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**8.01-10 NO WAIVER OF DEFAULT OR BREACH**

No waiver of a breach of this Agreement or modification thereto or failure to enforce any provision contained herein or as subsequently modified shall be construed to be a waiver of any subsequent breach or failure to enforce of the same or any other agreement or condition contained in this Agreement or modification thereto.

**8.01-11 EXPENSES**

Each Party agrees to bear all the expenses it incurs in connection with the contract and the transactions that are contemplated except as otherwise provided in this Agreement.

**8.01-12 OWNERSHIP OF FINISHED PRODUCT**

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The original copies of all design and construction-related work-products developed for Kenosha COUNTY and paid for under the terms of the IGA and this Agreement shall be the sole property of Kenosha COUNTY. The COUNTY will provide copies, including "as-built" plans, and share copyright ownership of the aforementioned to KENOSHA JOINT SERVICES upon request.

**8.01-13 ERRORS IN MATH**

Any errors in mathematics shall be interpreted to reflect the true and accurate calculations.

**8.01-14 ACCESS TO RECORDS, DISCOVERY AND INSPECTION**

The Parties shall upon 72 hours notice grant access to each other to all records and documents in their possession or custody or control which pertain to any provision of this Agreement. Either Party may at their expense require an audit of the other Party pertaining to any matter provided for in this Agreement.

**8.01-15 AMENDMENT AND MODIFICATION OF THIS AGREEMENT**

During the term of this Agreement, the conditions contained herein may be reviewed, modified and altered at any time on mutual written consent of the LESSOR and LESSEE as authorized by action of the Kenosha COUNTY Board of Supervisors and the KENOSHA JOINT SERVICES BOARD. All such modifications or amendments shall be recorded as per Section 8.01- 27 of this lease.

**8.01-16 CONTRACT ALL INCLUSIVE**

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The terms of this lease shall be exclusively binding upon all Parties to this lease. This Agreement represents the entire integrated Agreement between the Parties and supersedes all past Agreements and all negotiations, representations, promises or Agreements, either written or oral, made by either Party during the course of negotiations leading to this Agreement.

**8.01-17 APPROVAL, SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, including successors to the members of the Kenosha COUNTY Board of Supervisors, and the Kenosha JOINT SERVICES BOARD, approved sub-LESSEES, assignees and transferees, voluntary or involuntary receivers and trustees, or any other subsequent owner or operator of the Party contracting with the COUNTY which acquires its equitable or legal ownership from or through said Party. It is the intent of the Parties that this Agreement shall run with the Demised Premises for the term of this Agreement.

**8.01-18 NO 3<sup>RD</sup> PARTY BENEFICIARY**

This Agreement is personal to the Parties to this Agreement and is not intended for the benefit of any other third Party except the CITY of Kenosha.

**8.01-19 SEVERABILITY**

If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect. In the event of such a determination by such court, the Parties shall promptly meet to discuss how they might satisfy the terms of this Agreement by alternative means. The Parties shall use their best efforts

to find, design and implement a means of successfully effectuating the terms of this Agreement. If necessary, the Parties shall negotiate appropriate amendments of this Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits, and burdens of this Agreement. In the event the Parties are not able to reach Agreement in such situation, the dispute resolution procedure as set forth in this Agreement shall apply.

**8.01-20 CONTINGENCY OF BOARD APPROVALS**

This Agreement is contingent upon the approval of the Kenosha COUNTY Board of Supervisors and the KENOSHA JOINT SERVICES BOARD and the override of any lawful executive veto.

**8.01-21 COMPLIANCE WITH PRE-CONDITIONS AND AUTHORIZATION TO EXECUTE**

Each Party represents and warrants that each has performed all acts precedent to adoption of this Agreement, including, but not limited to, matters of procedure and notice, and each has the full power and authority to execute this Agreement and to perform its obligations in accordance with the terms and conditions thereof, and that the representative executing this Agreement on behalf of such Party is duly and fully authorized to so execute and deliver this Agreement [see Exhibit 1 of the IGA].

*The KENOSHA JOINT SERVICES BOARD has authorized its officers to execute this Agreement by action of such Board taken at a duly noticed meeting. [Exhibit 3]*

*The Board of Supervisors of Kenosha COUNTY has approved this Agreement by Resolution at a duly noticed meeting of the Board of Supervisors. [Exhibit 1 of Intergovernmental Relations Agreement]*

1 **8.01-22 NECESSARY ACTS**

2  
3 The LESSOR and LESSEE agree to pass such ordinances, resolutions  
4 or reports and execute such instruments from time to time as may be  
5 necessary to effectuate the terms and conditions of this Agreement and  
6 furthermore, said Parties agree to appropriate, levy and collect such  
7 taxes as may be necessary to effectuate the terms and conditions of this  
8 Agreement and to pay all legal obligations incurred or to be incurred by  
9 the terms of this lease.

10  
11 **8.01-23 SEPARATE COUNTERPARTS EXECUTION**

12  
13 This Agreement may be executed in separate counterparts, each of  
14 which shall be deemed an original and may be executed by facsimile  
15 with original signature pages to be provided to the other Party within  
16 three (3) business days.

17  
18 **8.01-24 HEADINGS**

19  
20 Section headings and titles are intended only as aids

21  
22 **8.01-25 AUTHORIZED AGENTS**

23  
24 In addition to those persons who are to receive notices under § 8.01-26  
25 of this Lease, the authorized agents of the Parties for the purpose of  
26 administering this Lease and receiving any notice required under the  
27 terms of this Lease or accepting service of process are noted in the  
28 attached Exhibit 1 which is incorporated herein as if fully set forth. The  
29 Parties shall keep this list current during all pertinent times of the  
30 Agreement and each Party shall notify the other within five business  
31 days of any unilateral change in names, addresses, and telephone  
32 numbers.

8.01-26 NOTICE

In addition to the Authorized Agents noted in Exhibit 1, any notice required to be given under the terms of this Agreement shall be given in writing as required by the terms of this Agreement and which pertain to the term or termination of the Agreement, financial obligations set forth herein or dispute resolution to the following at the aforementioned address:

The Kenosha COUNTY Executive  
Kenosha COUNTY Administration Building,  
1010 - 56<sup>th</sup> Street, Kenosha, Wisconsin 53140  
262- 653-2600  
FAX 262-653-2817

The Kenosha COUNTY Clerk  
Kenosha COUNTY Administration Building,  
1010 - 56<sup>th</sup> Street, Kenosha, Wisconsin 53140  
262- 653-2477  
FAX 262-653-2817

Kenosha COUNTY Finance Director  
Kenosha COUNTY Administration Building,  
1010 - 56<sup>th</sup> Street, Kenosha, Wisconsin 53140  
262- 653-2700  
FAX 262-653-2491

In addition, all notices pertaining to matters involving claims, dispute resolution, litigation or legal process, shall be copied to

LEASE AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WI. AND KENOSHA JOINT SERVICES  
February 24, 2010

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**The Corporation Counsel's Office**

**1010 - 56<sup>th</sup> Street**

**Kenosha, Wisconsin 53140**

**262 653-7112**

**Fax [262] 653-6684**

**TO CITY of Kenosha:**

**Office of the Mayor for the CITY of Kenosha**

**625 - 52<sup>nd</sup> Street**

**Kenosha, Wisconsin 53140**

**262- 653-4000**

**Fax: [262] 653-4010**

**CITY Administrator for the CITY of Kenosha**

**625 - 52<sup>nd</sup> Street**

**Kenosha, Wisconsin 53140**

**262 - 653-4000**

**Fax: [262] 653-4010**

**CITY Clerk for the CITY of Kenosha**

**625 - 52<sup>nd</sup> Street**

**Kenosha, Wisconsin 53140**

**262- 653-4020**

**Fax: [262] 653-4023**

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1           The CITY Finance Director for the CITY of Kenosha  
2           625 - 52<sup>nd</sup> Street  
3           Kenosha, Wisconsin 53140  
4           262 - 653 - 4180  
5           Fax: [262] 653-4190  
6

7           In addition, all notices pertaining to matters involving claims, dispute  
8           resolution, litigation or legal process, shall be copied to:  
9

10          The Office of the CITY Attorney  
11          625 - 52<sup>nd</sup> Street  
12          Kenosha, Wisconsin 53140  
13          262 - 653 - 4170  
14          Fax: [262] 653-4176  
15

16          TO KENOSHA JOINT SERVICES BOARD  
17

18          Chairperson of the KENOSHA JOINT SERVICES BOARD  
19          Director of KENOSHA JOINT SERVICES  
20          1000 - 55<sup>th</sup> Street  
21          Kenosha, WI. 53140  
22          262 - 605 - 5010  
23          Fax: [262] 605-5075  
24

25          Notices shall be given in writing, sent by either personal delivery,  
26          certified mail, return receipt requested, or overnight mail, e-mail or  
27          faxed.  
28

29          If sent via personal delivery, the notice shall be effective on the date of

1 delivery. If sent by certified mail, the notice shall be deemed effective  
2 five (5) days after such mailing, not counting the day such notice was  
3 sent. If sent by overnight mail, the notice shall be effective on the date  
4 of delivery. If sent by e-mail or fax, notice shall be effective at noon on  
5 the first day of business after the e-mail or fax was sent.  
6

7 **8.01-27 RECORDING OF LEASE AGREEMENT AND AMENDMENTS**  
8

9 The Parties hereby agree to execute and record this Agreement and  
10 amendments thereto with the COUNTY Register of Deeds Office in  
11 recordable form.  
12

13  
14 **8.01-28 TIME IS OF THE ESSENCE**  
15

16 Time is of the essence with respect to all dates and deadlines set forth  
17 in the Agreement.  
18

19 **8.01-29 REQUIREMENT OF MUTUAL CONSENT**  
20

21 Unless specific authorization is given to both the Kenosha COUNTY  
22 Executive and to the Chairman of JOINT SERVICES by provisions  
23 herein, when mutual consent or agreement is required in this  
24 Agreement, such consent or agreement requires affirmative action of  
25 both the Kenosha COUNTY Board subject to executive veto and the  
26 JOINT SERVICES BOARD .  
27

28 **8.01-30 DUPLICATE ORIGINALS**  
29

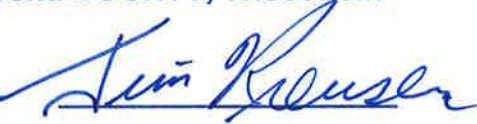
30 This Agreement may be executed in duplicate with each executed  
31 document to considered as an original.  
32

LEASE AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WI. AND KENOSHA JOINT SERVICES  
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NWITNESS WHEREOF, THE PARTIES HERETO ACCEPT THE TERMS OF THIS AGREEMENT AND  
EXECUTE THIS AGREEMENT ON MARCH 23 2010 AT KENOSHA, WISCONSIN.

Kenosha COUNTY, Wisconsin

By:



NAME: JIM KREUSER

TITLE: KENOSHA COUNTY EXECUTIVE

STATE OF WISCONSIN}

}ss

COUNTY OF KENOSHA}

The undersigned, a notary public in and for said COUNTY, in the State aforesaid, DO  
HEREBY CERTIFY that Jim Kreuser, personally known to me to be the same person  
and COUNTY Executive whose name is subscribed to the foregoing instrument,  
appeared before me this day in person as the Kenosha COUNTY Executive and  
acknowledged that he signed and delivered said instrument pursuant to authority

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duly given, as his free and voluntary act and as the free and voluntary act and deed  
of said Kenosha COUNTY, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 23<sup>rd</sup> day of MARCH, 2010.



(SEAL)

Commission expires \_\_\_\_\_ [is permanent]

Notary Public

**KENOSHA JOINT SERVICES BOARD**

BY:   
JEFFREY GENTZ

**CHAIRMAN OF THE KENOSHA JOINT SERVICES BOARD**

**STATE OF WISCONSIN}**

}ss

**COUNTY OF KENOSHA}**

The undersigned, a notary public in and for said COUNTY, in the State aforesaid, DO  
HEREBY CERTIFY that JEFFREY GENTZ, personally known to me to be the Chairman  
of the KENOSHA JOINT SERVICES BOARD, a legal entity created by the COUNTY  
and CITY of Kenosha pursuant to an Intergovernmental Cooperation Agreement as  
allowed for under Wisconsin Statutes § 66.0301 and dated as referenced herein, and  
personally known to me to be the same person whose name is subscribed to the  
foregoing instrument, appeared before me this day in person and acknowledged that

KENOSHA COUNTY  
OFFICE OF THE CORPORATION COUNSEL


FINAL DRAFT

February 24,  
2010

LEASE AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WI. AND KENOSHA JOINT SERVICES  
February 24, 2010

as such Chairman of the Kenosha Joint Services Board, signed and delivered said instrument pursuant to authority duly given, as his free and voluntary act and as the free and voluntary act and deed of said KENOSHA JOINT SERVICES BOARD, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 23<sup>rd</sup> day of MARCH, 2010.



(SEAL)

Commission ~~expires~~ \_\_\_\_\_ (is permanent).

Notary Public:

#### EXHIBITS

EXHIBIT 1 AUTHORIZED AGENTS

EXHIBIT 2 AREAS LEASED TO CITY AND KENOSHA JOINT SERVICES BOARD,  
INCLUDING "COMMON AREAS," PARKING, AND "SECURED AREAS"

Exhibit 3 Joint Services Board Approval Resolution

This instrument was drafted by Frank Volpintesta, Corporation Counsel for Kenosha COUNTY, Wisconsin and Ed Antaramian, CITY Attorney for the CITY of Kenosha.

COUNTY negotiating members: Frank Volpintesta, David Geertsen, Al Swartz, Jennie Tunkieicz, Ray Arbet

CITY negotiating members: Ed Antaramian, Frank Pacetti, Carol Stancato

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February 24, 2010

**KENOSHA JOINT SERVICES negotiating members:** KJS WAS CREATED BY AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE COUNTY AND CITY OF KENOSHA AND ACCORDINGLY, WHILE GIVEN THE OPPORTUNITY FOR INDEPENDENT LEGAL REVIEW AND REPRESENTATION ELECTED TO NOT AVAIL ITSELF OF SUCH OPPORTUNITY AND DID NOT PARTICIPATE IN THE NEGOTIATION OF THIS AGREEMENT.

*This Agreement is recorded with the Kenosha County Register of Deeds and it and its attached exhibits are posted at <http://www.co.kenosha.wi.us/corpc/presentations.html>.*

C:\IGAANDLEASEWITHCITY\LEASEJOINTSERVICESBOARD\DRAFT13\FINALWITHOUTEASEDAREASREDLINE\MANUAL.WPD

REVISED DATE: FEBRUARY 24, 2010

KENOSHA COUNTY  
OFFICE OF THE CORPORATION COUNSEL

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**LEASE AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WI. AND KENOSHA JOINT SERVICES  
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**Exhibit 1 - AUTHORIZED AGENTS**

The following are the responsible managers, agents, administrators and/or oversight committees of the Parties.

Kenosha COUNTY's authorized agents with respect to the administration of this Agreement is:

**Name:** Director of Public Works  
**Address:** Kenosha COUNTY Center  
19600 - 75<sup>th</sup> Street  
Bristol, Wisconsin 53104  
**Phone/fax:** 262-857-1870  
[Fax] 262-857-1885

**Name:** Kenosha COUNTY Finance Director  
**Address:** Kenosha COUNTY Administration Building,  
1010 - 56<sup>th</sup> Street, Kenosha, Wisconsin  
**Phone/fax** 262- 653-2700  
FAX 262-653-2491

**Name:** Administrative Assistant to the Kenosha COUNTY Executive  
**Address:** Kenosha COUNTY Administration Building,  
1010 - 56<sup>th</sup> Street, Kenosha, Wisconsin  
**Phone/fax:** 262- 653-2600  
FAX 262-653-2817

The KENOSHA JOINT SERVICES BOARD's authorized agent with respect to the administration of this Agreement is:

**Name:** Director of KENOSHA JOINT SERVICES  
**Address:** 1000 - 55<sup>th</sup> Street  
Kenosha, WI. 53140

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**February 24, 2010**

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**Phone/fax: 262 - 605 - 5010**

**Fax: [262] 605-5075**

**Name: Chairman of the KENOSHA JOINT SERVICES BOARD**

**Address: 1000 - 55<sup>th</sup> Street**

**Kenosha, WI. 53140**

**Phone/fax: 262 - 605 - 5010**

**Fax: [262] 605-5075**

**KENOSHA COUNTY**  
**OFFICE OF THE CORPORATION COUNSEL**

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**2010**

LEASE AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WI. AND KENOSHA JOINT SERVICES  
February 24, 2010

EXHIBIT 2 AREAS LEASED TO CITY AND KENOSHA JOINT SERVICES BOARD,  
INCLUDING "COMMON AREAS AND SHARED EQUIPMENT," AS DEFINED BY THE ARCHITECT,  
PARKING, AND "SECURED AREAS"

FINAL DRAFT

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**LEASE AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WI. AND KENOSHA JOINT SERVICES**  
**February 24, 2010**

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1  
2

FINAL DRAFT

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OFFICE OF THE CORPORATION COUNSEL

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2010

LEASE EXHIBIT 2 [Draft 11-3-09]

Square footage and areas leased to CITY and KJSB [including "common areas," parking, and "secured areas"]

## Kenosha County Public Safety Building Addition and Renovation

Existing Building Square Footages by Department										
Department	Basement	First	Second	Third	Net Total	% of Net	% Shared	Shared	Total	% of Total
Police	145	9555	0	0	9700	7.38%	3.01%	890	10390	6.73%
Joint Services	40835	20034	0	0	60869	46.31%	32.22%	7391	68260	44.22%
County	1800	9965	47681	1421	80867	48.31%	64.77%	14855	75722	49.05%
Shared/Building	5489	9192	1065	7190	22936					
Net Total					131436	100.00%	100.00%	22936		
Gross Total	48269	48746	48746	8611	154372				154372	100.00%

This number includes a stair that has been removed with new project.

Existing Joint Services Square Footage Breakdown					
Department	Basement	First	Second	Third	Total
Records	0	3375	0	0	3375
Evidence	0	6490	0	0	6490
Dispatch	0	1802	0	0	1802
Administration	0	1747	0	0	1747
Fleet Parking	30845	0	0	0	30845
Law Enforcement	9990	2110	0	0	12100
Fleet Maintenance	0	4510	0	0	4510
Gross Total	40835	20034	0	0	60869

Combined Building Square Footages by Department										
Department	Basement	First	Second	Third	Net Total	% of Net	% Shared	Shared	Total	% of Total
Police	146	16069	0	0	16215	9.12%	9.12%	2923	19138	8.89%
Joint Services	50315	21482	0	5315	77112	43.36%	43.36%	13900	93645	43.52%
County	1800	14185	62415	6128	84528	47.53%	47.53%	15238	102397	47.59%
Shared/Building	11133	11900	1221	7805	32059					
Shared/County/JS	0	0	0	5266	5266					
Net Total					177855	100.00%	100.00%	32059	5266	
Gross Total	63394	63636	63636	24514	215180				215180	100.00%

New Joint Services Square Footage Breakdown					
Department	Basement	First	Second	Third	Total
Records	0	3336	0	0	3336
Evidence	0	7908	0	0	7908
Dispatch	0	270	0	5315	5585
Administration	0	1662	0	0	1662
Fleet Parking	40326	0	0	0	40326
Law Enforcement	9989	3800	0	0	13789
Fleet Maintenance	0	4506	0	0	4506
Gross Total	50315	21482	0	5315	77112

Total Building Project Breakdown	
Existing Building	153920
New Addition	61260
Total Building	215180

Building Addition Square Footages by Department										
Department	Basement	First	Second	Third	Net Total	% of Net	% Shared	Shared	Total	% of Total
Police	0	8733	0	0	8733	18.33%	18.33%	1528	10261	16.75%
Joint Services	10933	738	0	5315	16986	35.64%	35.64%	2972	22591	36.88%
County	0	2679	14550	4707	21936	46.03%	46.03%	3839	28408	46.37%
Shared/Building	4186	2969	589	615	8339					
Shared/County/JS	0	0	0	5266	5266					
Net Total					47655	100.00%	100.00%	8339	5266	
Gross Total	15119	15119	15119	15903	61260				61260	100.00%

These numbers are the final square footage numbers if we complete all four options:

- Option 1 - Mailroom and Evidence Staging
- Option 2 - First Floor Training & Women's Locker Room
- Option 3 - Evidence ID, Photography Remodeling

Usable square footage for each department was calculated by going to the center of interior walls where departments are next to one another and to the inside face of the exterior wall. The entire square footage of the exterior wall is in the Shared/Building category.

**Kenosha County Public Safety Building Addition and Renovation**

The following numbers show the square footage of each area discussed and the adjustment in the total square footage for the departments in the building if one of the four options are removed from the construction project

Option 1 - Mailroom and Evidence Staging					
Space	Sq. Ft.				
Mailroom	684				
Staging	1278				
Total	1962				

Option 1 - Mailroom and Evidence Staging-Adjustment in Total					
Space	Staging	Mailroom			Total
Joint Services	-1278	380			-898
County	1278	-380			898

Remove the Mailroom from the project which would allow Evidence Staging to remain in current location. The existing dispatch space would become County space and the existing Evidence Staging would stay under Joint Services control and the remainder of the "Cage" area would become County IT Deployment.

Option 2 - First Floor Training Room & Women's Locker Room					
Space	Sq. Ft.				
Training	1002				
Storage	43				
Training Storage	158				
Women's Locker	1231				
Total	2434				

Option 2 - First Floor Training-Adjustment in Total					
Space	Training	Storage	Train. St.	Locker	Total
Joint Services	-1002	-43	-158	0	-1203
County	1002	43	158	0	1203

Remove the Training Room on the First Floor from the project. This is the former Record's Storage area, if the remodeling of this space was removed from the project scope the square footage would move from Joint Services to the County. And the Women's Locker Room project will be removed from the project. This is the former Training Room 007, if the remodeling of this space was removed from the project scope the square footage would not change. The square footage would be under Joint Services control if the Women's Locker Room project happens or not.

Option 3 - Evidence Area Remodeling					
Space	Sq. Ft.				
Evidence	1450				
Corridor	82				
Office by Storage	302				
Total	1834				

Option 3 - Evidence Area Remodeling-Adjustment in Total					
Space	Evidence	Corridor	Office		Total
Joint Services	0	-82	0		-82
Shared Building	0	82	0		82

Remove the remodeling of the Evidence ID and Photography area. The only change is square footage if this work is not completed in this project is the corridor that is currently in this area.

BASEMENT FLOOR PLAN

- COUNTY
- CITY (KPD)
- JOINT SERVICES -  
LAW ENFORCEMENT
- JOINT SERVICES -  
FLEET PARKING
- SHARED / BUILDING



A2.0

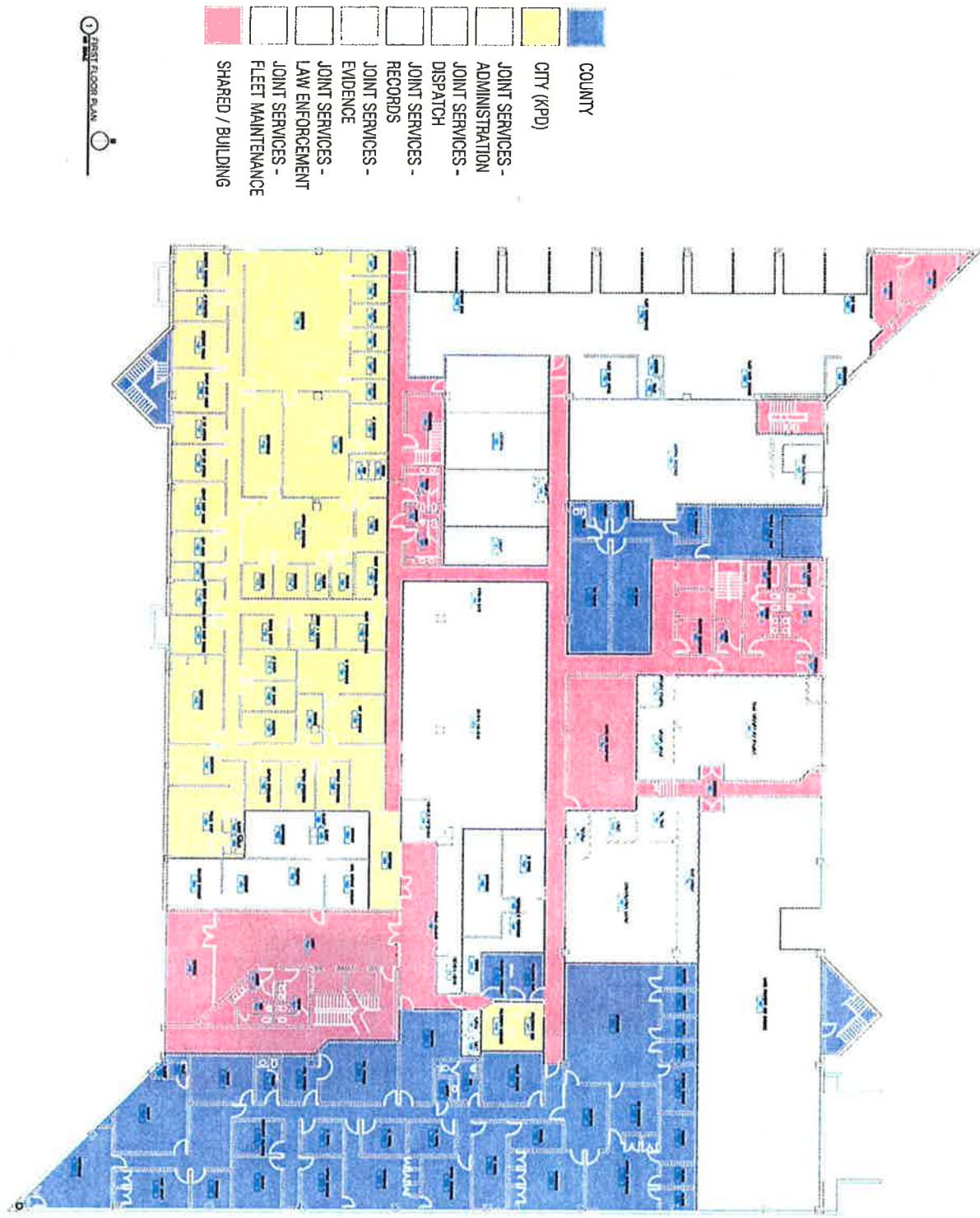
22.1.20

9500620

EXISTING BASEMENT  
SQUARE FOOTAGES

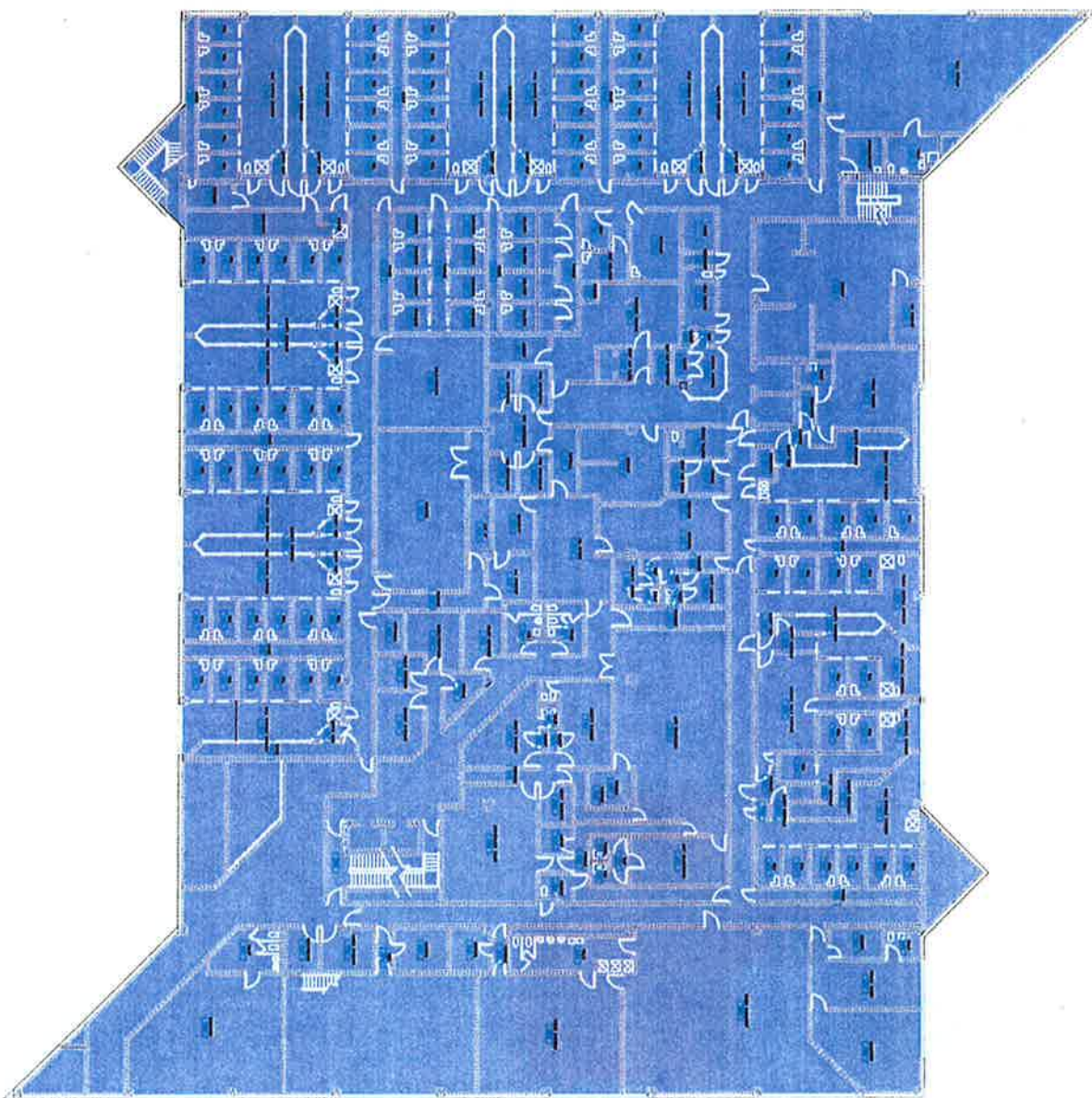
EXISTING AREA

KENOSHA COUNTY  
PUBLIC SAFETY  
BUILDING ADDITION  
AND REMODELING



1 SECOND FLOOR PLAN

COUNTY



zimmerman

KENOSHA COUNTY  
PUBLIC SAFETY  
BUILDING ADDITION  
AND REMODELING

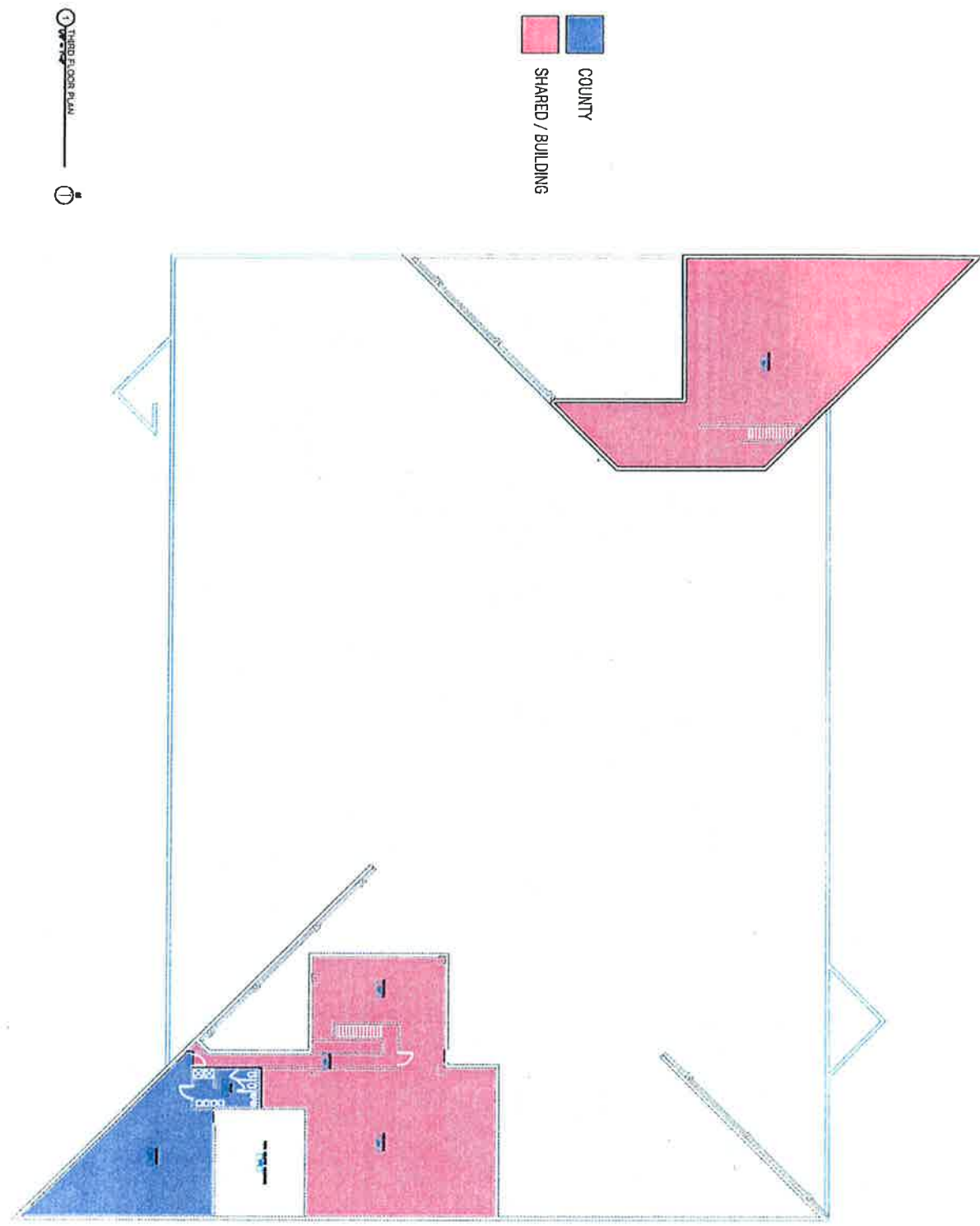
ENCLOSURE 111

EXISTING SECOND FLOOR  
SECOND FLOOR PLAN

23/7/09

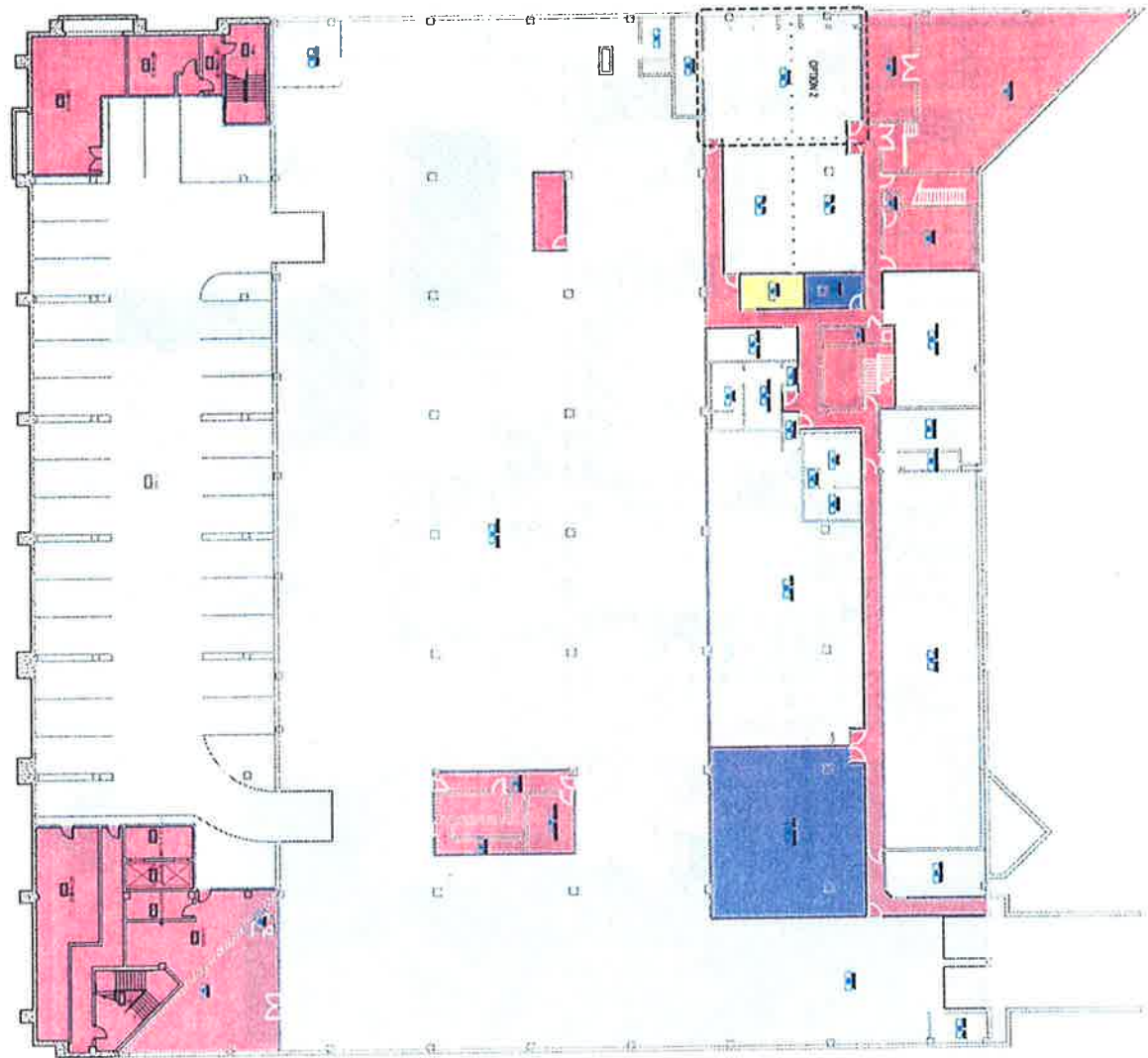
ENCLOSURE 111

A2.2



1 BASEMENT FLOOR PLAN

- COUNTY
- CITY (KPD)
- JOINT SERVICES - LAW ENFORCEMENT
- JOINT SERVICES - FLEET
- SHARED / BUILDING



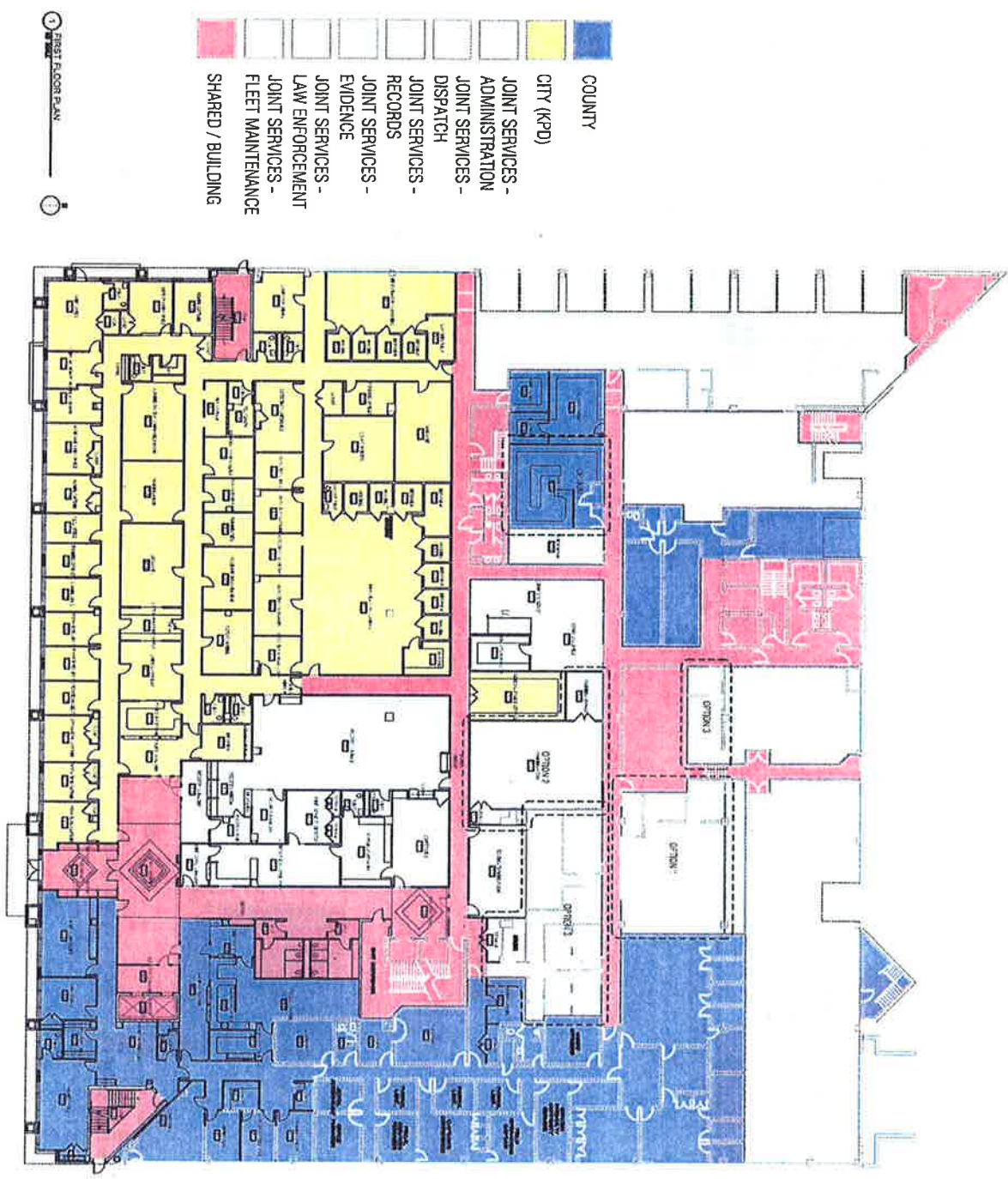
zimmerman

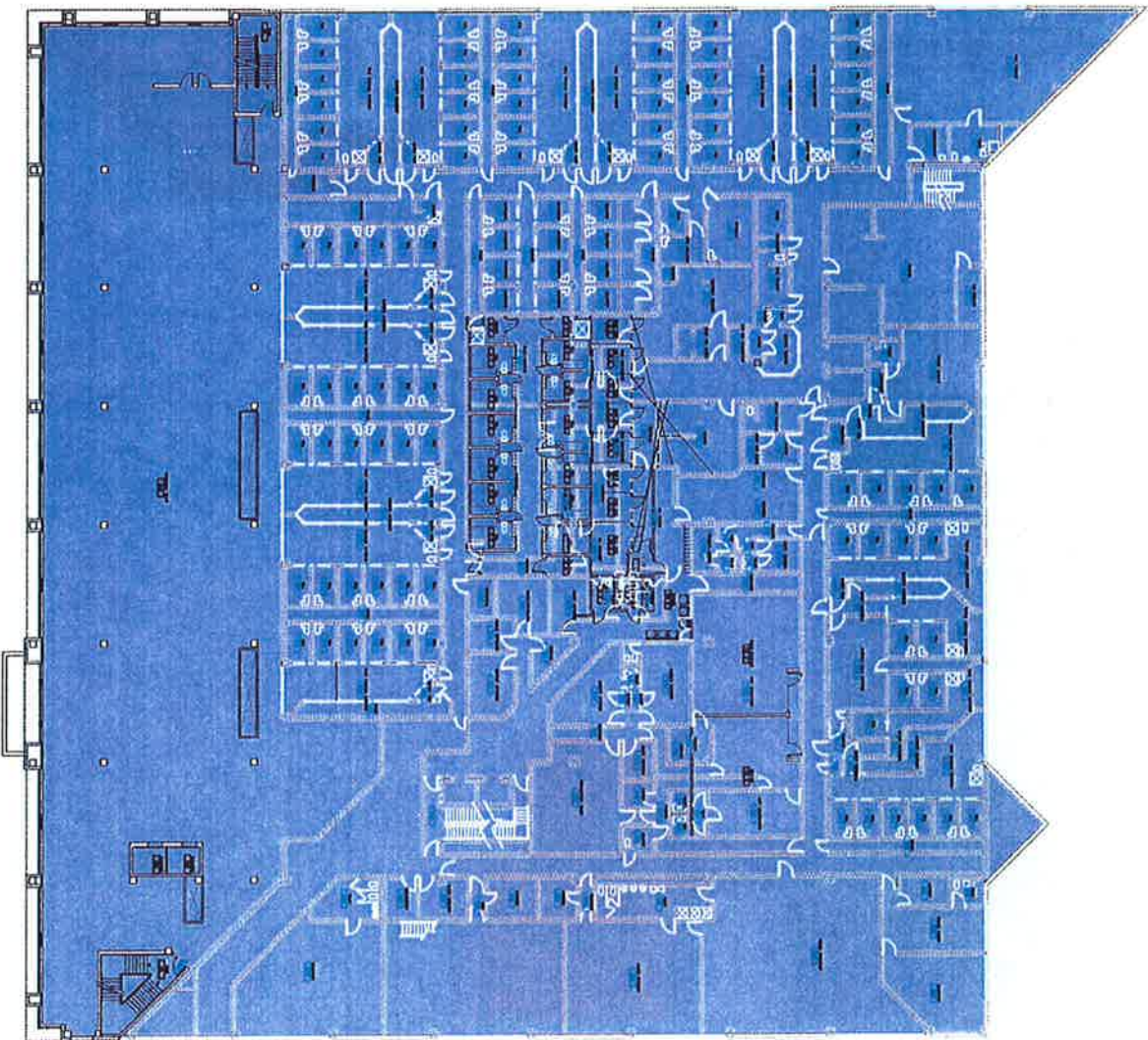
KENOSHA COUNTY  
PUBLIC SAFETY  
BUILDING ADDITION  
AND REMODELING

KALISH M.

BASMENT SCALE  
1/8"=1'-0"

A2.0  
28.71.28  
00004.20





COUNTY

1 THIRD FLOOR PLAN

- COUNTY
- JOINT SERVICES - DISPATCH
- SHARED / BUILDING
- JOINT SERVICES - SHARED



zimmerman

KENOSHA COUNTY  
PUBLIC SAFETY  
BUILDING ADDITION  
AND REMODELING

GENOSIA, WI

THIRD FLOOR SQUARE  
FOOTAGES

DATE: 11/20/09
PROJECT: 0900000000
PROJECT NAME: KENOSHA COUNTY PUBLIC SAFETY BUILDING ADDITION AND REMODELING
PROJECT LOCATION: GENOSIA, WI
PROJECT OWNER: KENOSHA COUNTY
PROJECT ARCHITECT: ZIMMERMAN
PROJECT ENGINEER: ZIMMERMAN
PROJECT CONTRACTOR: ZIMMERMAN
PROJECT SUBMITTER: ZIMMERMAN
PROJECT REVIEWER: ZIMMERMAN
PROJECT APPROVER: ZIMMERMAN
PROJECT DATE: 11/20/09
PROJECT STATUS: IN PROGRESS
PROJECT PHASE: DESIGN
PROJECT DESCRIPTION: KENOSHA COUNTY PUBLIC SAFETY BUILDING ADDITION AND REMODELING
PROJECT SCOPE: KENOSHA COUNTY PUBLIC SAFETY BUILDING ADDITION AND REMODELING
PROJECT BUDGET: \$1,000,000
PROJECT RISK: LOW
PROJECT COMPLEXITY: LOW
PROJECT UNCERTAINTY: LOW
PROJECT RISK LEVEL: LOW
PROJECT COMPLEXITY LEVEL: LOW
PROJECT UNCERTAINTY LEVEL: LOW
PROJECT RISK LEVEL: LOW
PROJECT COMPLEXITY LEVEL: LOW
PROJECT UNCERTAINTY LEVEL: LOW

A2.3

LEASE AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WI. AND KENOSHA JOINT SERVICES  
February 24, 2010

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**Exhibit 3      Joint Services Board Approval**

FINAL DRAFT

KENOSHA COUNTY  
OFFICE OF THE CORPORATION COUNSEL

February 24,  
2010

