

**2013 INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE CITY OF KENOSHA AND THE CITY OF RACINE
REGARDING HEARINGS ON ETHICS COMPLAINTS**

This Intergovernmental Cooperation Agreement hereafter referred to as “Agreement” is entered into between the City of Kenosha, a municipal corporation chartered under the laws of the State of Wisconsin with its principal place of business located at 625 52nd Street, Kenosha, WI 53140 hereafter referred to as “Kenosha” and the City of Racine, a municipal corporation chartered under the laws of the State of Wisconsin with its principal place of business located at 730 Washington Avenue, Racine, WI 53403 hereafter referred to as “Racine.”

RECITALS

Whereas, Racine and Kenosha recognize that democratic government requires that public officials and employees be independent, impartial, and responsible to the people; and

Whereas, to ensure that public officials and employees maintain minimum ethical standards of conduct, Racine and Kenosha have adopted respective Codes of Ethics; and

Whereas, Kenosha's Code of Ethics is embodied in Chapter 30 of the Code of General Ordinances for the City of Kenosha, as it may be amended from time to time, hereafter referred to as "Kenosha Ethics Code" a copy of which as it exists at the time of execution of this Agreement is attached as Exhibit A; and

Whereas, Racine's Code of Ethics is embodied in Part 2, Chapter 2, Article VII, of the Municipal Code of the City of Racine as it may be amended from time to time, hereafter referred to as "Racine Ethics Code" a copy of which as it exists at the time of execution of this Agreement is attached as Exhibit B; and

Whereas, both the Kenosha Ethics Code and the Racine Ethics Code provide for standards of conduct and provide for a mechanism for the enforcement of the standards of conduct; and

Whereas, the mechanisms for the enforcement of the standards of conduct involve the hearing of ethics complaints before an Ethics Board made up of citizens appointed from the respective municipalities; and

Whereas, the hearing involving ethics complaints may rightly or wrongly create a perception of bias; and

Whereas, confidence in the integrity of the system of the hearing involving ethics complaints under the respective Ethics Codes will be enhanced should allegations made against elected officials and employees be prosecuted outside of the jurisdiction from which the elected official was elected into office and outside of the jurisdiction in which the employee is

employed; and

Whereas, Racine and Kenosha wish to enter into an Intergovernmental Cooperation Agreement pursuant to the laws of the State of Wisconsin and particularly Section 66.0301 of the Wisconsin Statutes to provide for mutual hearing involving ethics complaints alleging violations of their respective Ethics Codes.

NOW THEREFORE WITNESSETH: in consideration of the promises and 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:

Section 1 – Definitions

"**Prosecuting Attorney**" means the city attorney of the Tribunal City, or his or her designee.

"**Requesting City**" means the city of the Respondent.

"**Respondent**" means an elected official of the Requesting City who has been alleged to have violated any applicable Ethics Code.

"**Tribunal**" means the Ethics Board of the Tribunal City.

"**Tribunal City**" means the city before whose Ethics Board the ethics complaint will be heard.

Section 2 – Procedure

A. Filing of Ethics Complaints. The filing of ethics complaints shall be made in the manner prescribed by the Ethics Code of the Requesting City. Notice of the filing of the ethics complaint shall be provided to the Respondent in the manner prescribed by the Ethics Code of the Requesting City.

B. Ethics Complaint, Sufficiency, Investigation, and Probable Cause Determination. The procedure for determining the sufficiency of an ethics complaint, the investigation of the ethics complaint, and the determination of whether or not probable cause exists to believe that a violation of any applicable Ethics Code has occurred shall be conducted and determined by the Requesting City in the manner prescribed by the Ethics Code of the Requesting City, unless a complaint is accompanied by a written request asking that the Ethics Board of the Tribunal City conduct the initial determination of whether or not probable cause exists. If the Tribunal is asked to make this probable cause determination, the Ethics Board of the Requesting City shall forward a copy of the ethics complaint, ethics code, and any by-laws and rules of procedure of its Ethics Board to the Chairperson of the Ethics Board of the Tribunal City. The Ethics Board of the Tribunal City shall thereafter schedule a hearing on the ethics complaint in accordance with the provisions of the Ethics Code of the Requesting City. The hearing on the ethics complaint shall be conducted in the accordance with the Ethics Code and by-laws and rules of procedure of the Requesting City.

C. Objection to Hearing Before Tribunal. Within seven (7) days of the service of the finding of probable cause upon the Respondent in the manner prescribed by the Ethics Code of the Requesting City, the Kenosha Respondent or Racine Complainant may file with the City Clerk of the Requesting City a written objection to the hearing on the ethics complaint before the Ethics Board of the Tribunal City in which case the hearing on the ethics complaint shall proceed before the Ethics Board of the Requesting City. Failure of the Kenosha Respondent or Racine Complainant to timely file the written objection shall be deemed a waiver of the Kenosha Respondent's or Racine Complainant's right to object in which case the hearing on the ethics complaint shall proceed before the Ethics Board of the Tribunal City pursuant to this Agreement.

D. Hearing Before Tribunal. Except as provided in Paragraph 2.C. above, the hearing on the ethics complaint shall be conducted before the Ethics Board of the Tribunal City in the Tribunal City. Upon expiration of the objection period set forth in Paragraph 2.C, the Ethics Board of the Requesting City shall forward a copy of the ethics complaint, probable cause finding, ethics code, and any by-laws and rules of procedure of its Ethics Board to the Chairperson of the Ethics Board of the Tribunal City. The Ethics Board of the Tribunal City shall thereafter schedule a hearing on the ethics complaint in accordance with the provisions of the Ethics Code of the Requesting City. The hearing on the ethics complaint shall be conducted in the accordance with the Ethics Code and by-laws and rules of procedure of the Requesting City.

E. Determinations. Deliberations, determinations and recommendations of the Ethics Board following hearing on the ethics complaint shall be conducted and made in accordance with the provisions of the Ethics Code of the Requesting City.

Section 3 – Reimbursement of Expenses

Upon completion of the proceedings conducted pursuant to this Agreement, the Clerk of the Tribunal City shall submit to the Clerk of the Requesting City an itemized statement of all of the fees, costs and expenses incurred by the Ethics Board of the Tribunal City in conjunction with the hearing proceedings which shall be promptly paid by the Requesting City.

Section 4 – Term

This Agreement shall remain in full force and effect unless terminated by the mutual written agreement of the parties following approval the termination by their respective governing bodies.

Section 5 - Modification

This Agreement may not be modified or amended except by written agreement of the parties following approval of their respective governing bodies.

Section 6 – Ethics Codes

Nothing in this Agreement shall be construed as limiting in any way the respective governing bodies of the parties from amending, repealing or recreating all or any portion of their respective Ethics Codes.

Section 7 – Counterparts

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties certify that this Agreement has been duly approved by their respective governing bodies in accordance with State and local laws, rules and regulations, and each party has caused their duly authorized of all officers to execute this Agreement on the dates written below their respective signatures.

CITY OF KENOSHA
a Wisconsin municipal corporation

Keith G. Bosman, Mayor

Debra Salas, City Clerk/Treasurer

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2013, **KEITH G. BOSMAN, Mayor**, and **DEBRA SALAS, City Clerk/Treasurer** of the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is:_____

CITY OF RACINE
a Wisconsin municipal corporation

John Dickert , Mayor

Janice Johnson-Martin, City Clerk

STATE OF WISCONSIN)
 :SS.
COUNTY OF RACINE)

Personally came before me this _____ day of _____, 2013, **JOHN DICKERT, Mayor**, and **JANICE JOHNSON-MARTIN, City Clerk** of the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.