TOWN OF Polk

TOWN BOARD MEETING
Town of Polk Hall * 3680 State Hwy 60 * Slinger, WI 53086
Washington County, Wisconsin
Monday, November 16, 2026 8:30 am

1. Call to Order
2. Pledge of Allegiance
3. Official Meeting Notice
4. Roll Call
5. Discussion/Possible action on sale of plow truck
6. Fire/EMS Shared Service Grant Agreement with Washington County
7. Adjourn

Posted: 11/12/26 amp

**Persons with disabilities requiring special accommodation for attendance at the meeting should contact the Clerk at least one (1) business day prior to the meeting. Town Hall phone number 262.677.2123. Members of the Town Board may attend the above meeting. It is possible that such attendance may constitute a meeting of the Town Board pursuant to State ex rel. Badke V. Greendale Village Board, 173 Wis.2d 553, 494 N.W.2d 408 (1993). This notice is given so that members of the Town Board may attend the meeting without violating the open meeting law.**

## FIRE/EMS SHARED-SERVICES GRANT AGREEMENT

This Municipal Grant and Shared-Services Agreement ("Agreement") is entered into as of [EFFECTIVE DATE] by and between Washington County, Wisconsin, a Wisconsin municipal corporation ("County"), and Town of Polk, a Wisconsin town ("Municipality"). The County and Municipality are each a "Party" and collectively the "Parties."

## RECITALS

**WHEREAS,** the Washington County Board of Supervisors has identified collaboration with local governments and enhanced Fire and Emergency Medical Services ("Fire/EMS") safety and response capabilities as strategic priorities; and

**WHEREAS,** the County Board has found that supporting local Fire/EMS readiness, response, governance, and accountability promotes countywide public health and safety; and

**WHEREAS,** rising costs, staffing shortages, decreased volunteerism, and increasing service demands have created challenges for municipalities seeking to maintain reliable and sustainable Fire/EMS systems; and

**WHEREAS,** the County established the Washington County Shared Services Grant Program for Countywide Fire/Emergency Medical Services ("Program") to support municipal Fire/EMS operations and related administrative and oversight activities through shared-services approaches to promote regional cooperation, improve service readiness and response, strengthen governance and accountability, and support sustainable Fire/EMS service delivery throughout Washington County; and

**WHEREAS,** the Municipality recognizes the critical importance of local Fire and Emergency Medical Services readiness, response, governance, and accountability to protect public health and safety within the community; and

**WHEREAS,** Wis. Stat. § 66.0301 authorizes intergovernmental cooperation and agreements, including grant agreements, between the County and municipal governments; and

**WHEREAS** the County has identified, and intends to draw upon and combine, multiple funding sources for the program, including, without limitation, an authorized County levy under Wis. Stat. § 66.0602(3)(e)6. and the existing County sales tax, so that the program is net neutral in its effect on the County's overall tax rate;

**WHEREAS,** the Program is not intended to create, operate, or constitute a countywide EMS system under Wis. Stat. ch. 256;

**WHEREAS,** the Municipality has found that County assistance through the shared-services grant program including grant-program administrative and oversight functions is in the public interest; and

**WHEREAS,** the Municipality adopted Resolution No. 08.2026 on November 2, 2026, requesting participation in the Program and requesting that the County perform the limited administrative and related oversight functions stated in this Agreement;

**WHEREAS,** the County Board adopted Resolution No. 34 on November 12, 2026, approving the Municipality's participation and accepting its request for shared services; and

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

**1. PURPOSE AND SCOPE**

1.1 Purpose. The Municipality requests that the County exercise administrative and related oversight functions specific to the Program in support of municipal Fire/EMS operations. The County may award annual grant funding for eligible municipal Fire/EMS costs, subject to this Agreement, Program policies, required approvals, and annual County Board appropriations.

1.2 Limited County Functions. The County's functions are limited to grant administration; grant performance measurement and benchmarking; grant coordination and oversight of reporting concerning readiness, response, governance, and accountability; and technical assistance concerning shared-services planning, intergovernmental coordination, and administrative best practices. Those functions include:

administering budget submissions, eligibility reviews, awards, payments, documentation, compliance, recoupment, and closeout;

developing and overseeing SMART Goals and related reporting;

monitoring the use of County grant funds; and

providing nonbinding technical and administrative assistance.

1.3 Exclusive Program Administration. The limited administrative and oversight authority requested by the Municipality will be exercised exclusively by the County as part of its administration of the Program.

1.4 No Operational Control. The Municipality and its Fire/EMS agencies remain locally operated and managed, without any transfer of municipal Fire/EMS operations to County control. The County has no ownership, command authority, operational interest, or operational responsibility concerning the Municipality's Fire/EMS personnel, providers, equipment, facilities, staffing, training, credentialing, protocols, dispatch or medical decisions, mutual-aid decisions, or emergency responses.

1.5 Not a Countywide EMS System. The Program is not intended to and does not create, operate, or constitute a countywide EMS system under Wis. Stat. ch. 256.

1.6 No Guaranteed Award. Every grant award and disbursement is contingent upon annual appropriation by the Washington County Board of Supervisors. Participation does not guarantee an award, a particular award amount, or continued funding.

**2. TERM AND RENEWAL**

2.1 Initial Term. Consistent with the County resolution's five-year limitation for initial agreements, the initial term begins on [EFFECTIVE DATE] and expires at 11:59 p.m. on [DATE FIVE YEARS LATER], unless terminated earlier under this Agreement.

2.2 Automatic Renewal. Unless either Party gives written notice of nonrenewal at least 180 days before expiration of the initial term, this Agreement automatically renews once for one additional five-year term. No further automatic renewal will occur.

**3. MUNICIPAL WITHDRAWAL**

3.1 Withdrawal Right. The Municipality may withdraw from the Program for any reason by delivering written notice to the County no later than June 30 of any year.

3.2 Effective Date. Withdrawal becomes effective at 11:59 p.m. on December 31 of the calendar year following the year (18 months) in which timely notice is received. Notice received after June 30 will be deemed received on January 1 of the following calendar year solely for determining the effective withdrawal date.

3.3 Obligations Before Withdrawal. Until withdrawal becomes effective, the Municipality remains subject to this Agreement and may receive funding only as appropriated and awarded.

3.4 Zero Funding After Withdrawal. The Municipality is entitled to zero Program funding for any period after withdrawal becomes effective.

3.5 Surviving Obligations. Withdrawal does not extinguish obligations concerning records, audit, repayment, recoupment, closeout, public records, indemnification, or other provisions that expressly survive termination.

**4. COUNTY TERMINATION FOLLOWING LEGISLATIVE FUNDING**

4.1 Streamlined County Right. The County may, in its sole discretion, terminate the Program and this Agreement if the Wisconsin Legislature establishes a funding mechanism that fully funds Fire/EMS services and the County determines the Program has been fully supplanted by that mechanism. Any termination under this section will be effected in accordance with this Agreement's termination provisions; provided, however, that if the legislative action requires or reasonably necessitates a different termination process or effective date, the County may implement such alternative process or effective date to conform to the legislative action.

4.2 Effect. Following termination, no further payment will be due except for an amount already appropriated and awarded.

## 5. ANNUAL BUDGET SUBMISSION AND FUNDING CALENDAR

5.1 August 31 Deadline. No later than August 31 each year, the Municipality shall submit its adopted or proposed Fire/EMS budget and all information to the County Chief Public Safety Officer.

5.2 County Review. The County will review participating municipalities' submissions and determine proposed funding based on qualifying Fire/EMS budgets, available appropriations, Program policies, and applicable approval requirements.

5.3 Late-Submission Cap. If the Municipality fails to submit a complete Fire/EMS budget by August 31, its award for the applicable funding year shall not exceed 2% of the qualifying Fire/EMS budget determined by the County. A submission made timely, in good faith, and substantially complete will not be treated as late solely because the County subsequently requests reasonable corrections or clarifications.

5.4 September 24 Communication. By September 24, the County shall communicate to the Municipality the proposed or approved funding amount then available, identify any required approval that remains pending, and state anticipated award conditions. Such communication is not a binding award unless issued as a final award letter under Section 8.

## 6. FUNDING-LEVEL REVIEW AND APPROVAL

6.1 Calculation. The County will calculate the funding percentage and applicable Program policies using the qualifying Fire/EMS budget approved by the County for Program purposes.

6.2 Funding of 2% Through 4%. Funding at or above 2% and at or below 4% will be reported to the Public Safety Committee of the Washington County Board of Supervisors with no Committee or County Board approval required, subject to annual appropriation and any approval otherwise required by law.

6.3 Funding Above 4% but Below 6%. Funding above 4% but below 6% requires Public Safety Committee approval. Alternatively, the Public Safety Committee may refer the proposed award to the full County Board for approval.

6.4 Funding of 6% or More. Funding at or above 6% requires approval by the full County Board.

6.5 Approval Standard. Required approvals will not be unreasonably withheld. This standard does not require an appropriation, limit the County Board's lawful budget authority, or require approval of funding exceeding available appropriations.

## 7. SMART GOALS

7.1 Definition. "SMART Goal" means a written performance or improvement goal that is:

Specific: identifies a defined action, service, process, deliverable, or intended result;

Measurable: establishes objective metrics, milestones, data, or other evidence by which progress and completion can be assessed;

Achievable: is reasonably capable of accomplishment in light of available authority, staffing, funding, and other resources;

Relevant: bears a reasonable relationship to Fire/EMS readiness, response, governance, accountability, sustainability, or shared services; and

Time-bound: establishes a completion date, measurement period, or schedule of defined milestones.

7.2 Good-Faith Development. The Parties shall cooperate in good faith to develop annual SMART Goals, taking into account the Municipality's circumstances, resources, service model, operational needs, and prior progress.

7.3 Modification. The Parties may modify or amend a SMART Goal at any time by a written agreement signed by their authorized Program administrators. A goal modification does not otherwise amend this Agreement.

7.4 Goals Not a Condition Precedent. Program funding is not tied to SMART Goals and is not contingent upon meeting them. The failure to complete a SMART Goal does not automatically disqualify the Municipality from receiving funding.

7.5 Funding Consideration. The County may reduce, condition, defer, or limit current or future funding depending on whether applicable SMART Goals have been met or are reasonably in progress. Before doing so, the County may consider the reasons for delay, corrective action, changed circumstances, and the Municipality's good-faith efforts.

7.6 February 28 Data Submission. By February 28 each year, the Municipality shall submit data and supporting documentation concerning its progress on the preceding calendar year's SMART Goals.

7.7 Committee Status Reports. Upon request, the Municipality shall provide a SMART Goal status report and reasonable supporting information for presentation to the Public Safety Committee.

7.8 County Policies. The County may, in its discretion, develop, revise, and administer Program policies concerning SMART Goals, forms, measurement standards, reporting, and other administrative matters. A policy may administer this Agreement but may not materially contradict it or retroactively revoke an earned award.

7.9 Performance Oversight. Participation is subject to defined performance expectations and reporting concerning Fire/EMS readiness, response, governance, and accountability. The County may conduct performance measurement, benchmarking, reporting coordination, eligibility review, and compliance monitoring in administering the grant.

## 8. ANNUAL APPROPRIATION, AWARD LETTERS, AND PAYMENT

8.1 Annual Appropriation. All Program expenditures and disbursements are contingent upon and limited by annual appropriations of the Washington County Board of Supervisors. No County officer or employee may bind the County beyond legally available appropriations.

8.2 Non-Appropriation. If sufficient funds are not appropriated or cease to be legally available, the County may reduce, suspend, or terminate an award or this Agreement without liability for future payments. The County will provide written notice as soon as reasonably practicable.

8.3 Award Letter. Each annual award must be documented by an award letter stating the maximum award, funding period, payment schedule, approved uses, conditions, required local contribution or match, if any, and applicable SMART Goals.

8.4 Payment Method. Unless the award letter provides otherwise, the award will be paid [IN ADVANCE/QUARTERLY/AS REIMBURSEMENT] within [30] days after the County receives required documentation and confirms satisfaction of applicable conditions.

8.5 Withholding. The County may withhold disputed, unsupported, premature, ineligible, or noncompliant amounts pending clarification or corrective action.

8.6 No Carryover. Unspent funds may not be carried into another funding period without the County's prior written approval.

## 9. ELIGIBLE AND INELIGIBLE USES

9.1 Eligible Uses. Subject to the applicable award letter, eligible uses may include:

a. Fire/EMS personnel, training, recruitment, retention, and readiness costs;

b. equipment, supplies, technology, and communications supporting Fire/EMS services;

c. shared-services planning, intergovernmental coordination, and administrative improvements;

d. data collection, performance measurement, governance, and reporting costs; and

other Fire/EMS purposes approved in writing by the County.

9.2 Ineligible Uses. Program funds may not be used for:

a. costs incurred outside the approved funding period;

b. expenditures unrelated to municipal Fire/EMS services or approved shared services;

c. lobbying, political activity, fines, penalties, or unlawful purposes;

d. costs reimbursed by another source, except under a disclosed and County-approved shared-cost arrangement;

e. capital expenditures such as vehicles and facilities;

f. transfers to reserves or unrelated accounts without prior written approval; or

any purpose prohibited by the award letter or Program policy.

9.3 Financial Controls. The Municipality shall use Program funds only for public purposes and maintain controls reasonably sufficient to prevent duplication, diversion, and unauthorized expenditures.

**10. DOCUMENTATION, RECORDS, AUDIT, AND PUBLIC RECORDS**

10.1 Supporting Documentation. The Municipality shall maintain invoices, payroll records, contracts, proofs of payment, procurement records, allocation methods, reports, and other documentation sufficient to establish that expenditures are eligible and comply with this Agreement.

10.2 Retention Period. Program records must be retained in accordance with applicable law.

10.3 County Review. Upon reasonable notice, the County and its authorized representatives may inspect and copy Program records and conduct fiscal, compliance, or performance reviews.

10.4 Immediate Access. The County may require prompt access when it reasonably identifies suspected fraud, diversion, material noncompliance, or an urgent public-records obligation.

10.5 Public Records. Each Party is independently responsible for responding to public-records requests directed to it. If a request implicates records held by the other Party, the receiving Party may notify and consult the other Party, but each records custodian retains responsibility for its own legal response. No confidentiality designation overrides disclosure required by Wisconsin law.

**11. COMPLIANCE, REPAYMENT, AND RECOUPMENT**

11.1 Disclosure. The Municipality shall promptly disclose material noncompliance, unsupported expenditures, duplicate reimbursement, misuse, or overpayment.

11.2 Recoverable Funds. The County may require repayment or recoupment of funds that were:

used for an ineligible, unauthorized, or inadequately documented purpose;

obtained through a materially false or misleading submission;

duplicated by another reimbursement;

unspent after the authorized period without approved carryover; or

paid in excess of the final eligible amount.

11.3 Notice and Response. Before final recoupment, the County shall provide written notice identifying the basis and amount and allow the Municipality at least 20 days to submit supporting documentation or proposed corrective action. The County may temporarily withhold funds when reasonably necessary to protect public funds.

11.4 Repayment. An amount finally determined to be due must be repaid within 30 days unless the County approves a written repayment schedule. To the extent permitted by law, the County may offset an unpaid amount against a later award.

**12. PROGRAM ADMINISTRATION**

12.1 County Administrator. The Washington County Chief Public Safety Officer, under the supervision of the Office of the County Executive, is the County's primary administrator for this Agreement and may administer awards, request records, approve routine forms and SMART Goal modifications, and issue compliance and closeout determinations.

12.2 County Board Oversight. Administrative authority does not displace the County Board's appropriation authority or the funding oversight and approval responsibilities assigned to the Public Safety Committee and County Board.

12.3 Municipal Administrator. The Municipality designates [NAME/TITLE] as its Program administrator.

**13. RISK ALLOCATION; DEFENSE; INDEMNIFICATION**

13.1 Municipal Acts. All acts and omissions of the Municipality, its Fire/EMS departments and providers, and their officials, officers, elected officials, employees, volunteers, agents, contractors, and representatives are acts or omissions of those persons or entities and are not acts or omissions of the County.

13.2 No County Operational Liability. To the fullest extent permitted by law, the County is not responsible for any act, omission, negligence, gross negligence, intentional misconduct, or criminal conduct of the Municipality, any municipal Fire/EMS department or provider, or any of their officials, officers, elected officials, employees, volunteers, agents, contractors, or representatives.

13.3 Defense, Indemnification, and Hold Harmless. To the fullest extent permitted by law, the Municipality shall defend, indemnify, and hold harmless the County and its boards, committees, officers, officials, employees, agents, and representatives from and against claims, demands, actions, liabilities, judgments, damages, losses, penalties, costs, and reasonable defense expenses arising out of or relating to:

municipal Fire/EMS operations or services;

an act or omission of the Municipality or its Fire/EMS departments, providers, personnel, agents, contractors, or representatives;

the Municipality's use or misuse of Program funds;

the Municipality's breach of this Agreement or an award letter; or

bodily injury, death, or property damage attributable to municipal operations.

This obligation does not apply to the extent a final, nonappealable determination establishes that the loss was caused by the County's own unlawful conduct and could not lawfully be shifted to the Municipality.

13.4 Defense Procedure. The County shall provide reasonably prompt notice of a covered claim. The Municipality may control the defense using counsel reasonably acceptable to the County but may not settle a claim in a manner that admits County wrongdoing, imposes an obligation on the County, or restricts County authority without the County's written consent.

13.5 Immunities Preserved. Nothing in this Agreement waives, limits, or enlarges any governmental, statutory, common-law, discretionary-function, damages-cap, notice-of-claim, or other immunity, defense, limitation, or protection available to either Party or its officials, officers, employees, or agents.

13.6 No Assumption of Duty. County funding, monitoring, SMART Goal review, technical assistance, or receipt of reports does not constitute operational supervision, approval of a municipal practice, assumption of a municipal duty, or a representation that municipal Fire/EMS services are adequate or free from risk.

**14. NOTICES**

14.1 Required Form. Notices must be in writing and delivered personally, by nationally recognized overnight service, by certified mail, or by email with confirmation of receipt.

14.2 County Notices.

Washington County Chief Public Safety Officer
484 Rolfs Ave
West Bend, WI 53090

Washington County Clerk
484 Rolfs Ave
West Bend, WI 53090

14.3 Municipal Notices.

Clerk
Town of Polk
3680 State Road 60

Slinger, WI 53086
Email: clerk@townofpolk-wi.gov

14.4 Changes. A Party may change its notice information by written notice delivered under this Section.

**15. GENERAL PROVISIONS**

15.1 Entire Agreement. This Agreement, any exhibits, applicable award letters, and incorporated Program policies constitute the entire agreement concerning the Program and supersede prior or contemporaneous representations and understandings concerning the same subject.

15.2 Order of Precedence. In the event of a conflict, the following order controls: (1) this Agreement; (2) a signed amendment; (3) the applicable award letter; (4) the exhibits; and (5) Program policies. A later signed amendment controls over the provision it expressly amends.

15.3 Amendments. Except for authorized SMART Goal modifications, administrative forms, award letters, and policy revisions permitted by this Agreement, an amendment must be in writing and signed by authorized representatives of both Parties. An amendment requiring governing-body approval is ineffective until that approval occurs.

15.4 No Partnership or Joint Venture. This Agreement does not create a partnership, joint venture, agency, employment, franchise, fiduciary relationship, or joint department. Neither Party may bind the other.

15.5 No Third-Party Beneficiaries. This Agreement benefits only the Parties and creates no right, duty, cause of action, or beneficiary status in any other person or entity.

15.6 Assignment. The Municipality may not assign or transfer this Agreement, an award, or a right to payment without the County's prior written consent. Contracting with a third party for Fire/EMS services does not transfer or reduce the Municipality's obligations under this Agreement.

15.7 Severability. If a provision is held invalid or unenforceable, it will be enforced to the maximum lawful extent, and the remaining provisions will remain effective unless the invalid provision defeats the Agreement's essential purpose.

15.8 Governing Law. Wisconsin law governs this Agreement, without regard to choice-of-law principles. Venue shall be in the Circuit Court of Washington County, Wisconsin.

15.9 Authority. Each signatory represents that all resolutions, approvals, and authority necessary to execute this Agreement have been obtained.

15.10 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each deemed an original. Electronic and scanned signatures have the same effect as original signatures to the extent permitted by law.

15.11 Survival. Provisions concerning records, audit, repayment, recoupment, closeout, public records, risk allocation, indemnification, immunities, dispute resolution, and accrued obligations survive expiration or termination.

**SIGNATURES**

**WASHINGTON COUNTY, WISCONSIN**

By: _____
Josh Schoemann, County Executive
Date: _____

Town of Polk, Washington County

By: _____
Name: Albert Schulteis
Title: Town Chair
Date: _____