

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF HARRISON, VILLAGE OF SHERWOOD AND
THE TOWN OF WOODVILLE PURSUANT TO WIS STAT. §66.0301**

This “Agreement”, made and entered into by and between the Village of Harrison (“Harrison”), Village of Sherwood (“Sherwood”) and the Town of Woodville (“Woodville”) is effective as of _____, 2026.

RECITALS

WHEREAS, Harrison owns and operates a municipal fire and EMS service known as Harrison Fire Rescue; and

WHEREAS, Harrison, Sherwood and Woodville have worked cooperatively in the past to support the Harrison Fire Rescue in providing Fire/EMS protection and prevention services to the residents of Harrison, Sherwood, and Woodville; and

WHEREAS, to that end, Harrison and Sherwood were parties to that certain Fire Protection Agreement entered into on November 24, 2014 by and between said parties; Harrison would have elected to terminate said agreement but for the said parties entering into this new Agreement; said parties agree that this new Agreement shall replace the previous Fire Protection Agreement; and

WHEREAS, to that end, Harrison and Woodville were parties to that certain Fire Protection Agreement as amended on May 16, 1992 by and between said parties; Harrison would have elected to terminate said agreement but for the said parties entering into this new Agreement; said parties agree that this new Agreement shall replace the previous Fire Protection Agreement; and

WHEREAS, Harrison Fire Rescue faces the same challenges confronting many communities across the country; how to provide quality Fire/EMS services, given the high cost of fire apparatus and equipment, upgrading fire stations to provide safe facilities for firefighters, and the long-term ability to attract volunteers, given an aging volunteer base; and

WHEREAS, Harrison, Sherwood and Woodville have cooperated in the past in providing Fire/EMS protection and prevention services; however, to ensure the long-term stability of operations and funding and to equitably distribute the cost of providing those services, the Parties hereto deem it to be in the best interest of the citizens of the three communities to enter into a new Agreement regarding the provision of such services; and

WHEREAS, Section 66.0301, Wis. Stats., allows municipalities to contract with other municipalities for the receipt of furnishing of services required or authorized by law;

NOW, THEREFORE BE IT RESOLVED, Harrison, Sherwood and Woodville (collectively, “Parties”) for good and valuable consideration and the covenants contained herein agree as follows:

1. **Authorization to Act.** This Agreement incorporates the above recitals and is entered into pursuant to Wis. Stat. 66.0301.
2. **Purpose.** The purpose of this Agreement is to set forth the terms upon which Harrison (through its subsidiary Harrison Fire-Rescue) will provide Fire/EMS services to Sherwood and Woodville.
3. **Effective Date and Term.** This Agreement is effective beginning January 1, 2027 at 12:01 am and will be in full force until December 31, 2031 at 11:59 pm. This Agreement will be a five-year contract that will automatically renew for one or more subsequent five-year terms unless any Party hereto provides written notice to all other Parties of its intent not to renew at least one (1) year prior to the expiration of the initial term or any subsequent renewal term. The Parties agree to meet in or about the eighteenth (18th) month of the initial term and each renewal term to discuss this Agreement.
4. **Finances and Budgeting.**
 - 4.1 **Shared Expenses.** The charge to Sherwood and Woodville for the services provided by Harrison will be the amount resulting from the Operating Expenses and Capital Expenses calculations described herein.
 - 4.1.1. **Operating Expenses.** The Parties agree that expenses to operate Harrison Fire-Rescue will be shared according to the following Funding Formula, applied to the prior year’s budget. The cost allocation to each community shall be determined by Harrison using the following weighted formula:
 - Allocation of population between Parties: 30%
 - Allocation of calls between Parties: 30%
 - Allocation of Equalized Value between Parties: 30%
 - Allocation of jurisdictional area between Parties: (square miles): 10%

Each contract year shall consist of a calendar year beginning on January 1 and ending on December 31. For each contract year, the data used in the calculation shall be as follows:

- Population and Equalized Property Value: The most recent finalized annual estimates published by the Wisconsin Department of Administration (DOA). . (example: 2027 billed amount based on the 2026 budget will be calculated based on the 2025 population and equalized value)

- Calls for Service: Total dispatched calls for service occurring within each community during a calendar year, as recorded in the Calumet County's official CAD system. Each incident shall be counted as one call regardless of the number of responding units (example: the 2027 billed amount based on the 2026 budget will be calculated based on the 2025 calls for service.).
- Geographic Area: Total incorporated land area in square miles, as officially recorded by the County in its GIS system as of December 31 of the calendar year (example: the 2027 billed amount based on the 2026 budget will be calculated based on the 2025 actual square miles).

After the foregoing percentages are determined per the above-noted calculations, those weighted percentages shall be applied to the approved annual general operating budget defined as personnel costs, operations, and maintenance expenses for Fire/EMS operations for the prior year. Applying the formula to the prior year's budget ensures that all parties know the expected contributions when they simultaneously prepare their municipal budgets in any year.

4.1.2 Capital Expenses. Capital costs (inclusive of interest and financing costs), including but not limited to vehicles, equipment, fire stations, buildings, facilities, and capital improvements and renovations thereto (Capital Items), shall be allocated separately, annually, by a calculation as follows:

- Each Capital Item shall be shown in a table that includes the net purchase price, the date of purchase, the useful life, and the per-year cost. For purposes of this calculation, the net purchase shall mean the actual price paid at the time, less any grants, donations, or proceeds of sale of the item that was replaced, if applicable; the useful life shall mean 20 years, except for station 60 and 70 which shall mean 50 years; and the per-year cost means the net purchase price divided by the useful life. The total Capital Expense in any year is the total of all such per-year costs, for the prior year. An illustration of this calculation is shown in Exhibit B: Capital Share 2026.
- The total per-year costs for Capital Expenses shall be divided among the Parties in the same proportions that apply to Operating Expenses.
- Each Parties' respective allocation and annual responsibility for contributions toward capital costs shall be calculated by the Village's engineer or its designee annually and said calculations shall be presumed to be accurate unless clearly contrary to this Agreement.
- The amount of Capital Expenses shall be based on Capital Items existing on January 1 of the previous year that are still Capital Items in the current year (example: 2027 contract year Capital Expense amount will be based on Capital

Items as they existed on January 1, 2026, excluding any Capital Items no longer possessed in the current year).

4.1.3 Allocations. All percentage allocations shall be rounded to the nearest one-hundredth of a percent (0.01%).

4.2 Budgeting. The Chief of Harrison Fire Rescue will propose an annual operating budget to the Harrison Village Board as part of the Harrison's budget process. The Harrison Village Board may make amendments. Drafts of the operating and capital budgets and allocations will be provided to all Parties by September 15 of each year. The final adopted budgets and allocations approved by the Harrison Village Board each November will be sent to Sherwood and Woodville within 10 days after approval, along with the calculated contributions owed by Sherwood and Woodville under the funding formula for the next year.

4.3 Billing. Harrison shall invoice Sherwood and Woodville for their respective prior year share of the annual operating budget and capital contribution in quarterly installments. Each quarterly invoice shall be submitted no later than January 15, April 15, July 15, and October 15. All invoices shall be due within 30 days of invoice.

During the reconciliation, if it is determined that a Party's quarterly operational installment payments (which were based upon a budget established by the Village Board) resulted in a Party being overbilled or underbilled based upon Harrison Fire Rescue's actual costs during a subject contract year, an adjustment to the final October 15 invoice shall be made as follows:

- If the variance between the budgeted and actual costs is ten percent (10%) or less, whether higher or lower, the final invoice shall be adjusted to reflect each Party's proportionate share of actual costs.
- If the variance between the budgeted and actual costs exceeds ten percent (10%), whether higher or lower, the final invoice from Harrison to another Party shall still be adjusted to reflect a ten percent (10%) variance, and Harrison shall be solely responsible for any variance exceeding the first ten percent (10%) and shall retain any unexpended funds above the ten percent (10%) variance threshold.

Fees and Charges for Village Services.

5.1 Inspection Charges. All Parties shall adopt the same fees and charges as the Village of Harrison related to Harrison Fire Rescue. The fees and charges should be payable to Harrison Fire Rescue c/o the Village. At the inception of this Agreement, the fees shall be as follows (subject to future changes as mandated by the Village Board):

EMERGENCY MANAGEMENT	
Fire Inspector Duties	
Initial inspection where violation is found	No Charge
First re-inspection if violation still exists	No Charge
Second re-inspection and violation still exists	\$250.00/violation
Continued noncompliance	\$250.00/violation daily until corrected

5.2 Fire Entitlement Dues. Sherwood and Woodville shall provide the two percent (2%) dues received from the State of Wisconsin relating to fire entitlement dues as authorized under Wis. Stats. 101.575. The Village of Harrison shall be responsible for all reporting related to the 2% dues for all Parties. No Party will receive dollar for dollar credit for funds contributed under this paragraph; however, the total funds contributed are expected to be factored into annual budgets and will provide a benefit to all Parties.

5.3 Financial Record Keeping. Harrison will keep and maintain accurate records relating to Harrison Fire Rescue. Starting in 2028, Harrison will notify Sherwood and Woodville when the annual audit is completed, and where a copy of the audit can be obtained, which will ordinarily be from the Village website at www.harrison.wi.gov.

6. Services Provided.

6.1 Emergency Fire and EMS Operations. Harrison will provide emergency fire and EMS services within all of Sherwood and in those parts of Woodville specified within the attached February 2023 First Responders and Fire Districts maps, respectively, and attached as Exhibit A as prepared and updated from time to time by Calumet County. In said respective areas, Harrison will provide continuous coverage including fire suppression, rescue, extrication, emergency response to support EMS providers, community risk reduction education, and fire inspections.

6.2 Fire Prevention. Harrison will provide non-emergency Fire Prevention services within and to all persons and premises within Sherwood and Woodville (area described in 6.1) that Harrison provides to its' jurisdiction subject to the following conditions:

6.2.1. Ordinances and Fee Schedules. Harrison's obligation to provide fire inspections, fire protection engineering review, and fire protection plan review is contingent upon the Parties authorizing the Fire Chief or his/her designee to issue official notices and orders to correct violations, to issue citations, and to commence other ordinance enforcement actions for violations within the area serviced by Harrison Fire-Rescue. Each Party shall fully cooperate with the Fire Chief on any enforcement efforts directed by the Fire Chief.

6.3 Fire Education and Information. Harrison will provide community education, risk reduction services, fire prevention, and fire safety information to the Sherwood and Woodville service areas when reasonably requested and available through existing resources and services.

6.4 Code Adoption and Enforcement. Sherwood and Woodville will adopt Harrison's Fire Code, as amended from time to time. Harrison will prosecute or otherwise resolve citations and enforcement actions issued or commenced for fire prevention ordinances and will provide, if necessary, Harrison's legal counsel to represent Harrison staff (except in the event of a conflict). Charges for legal services will be invoiced to the applicable municipality based on charges received from the Harrison legal counsel on municipality specific issues. Sherwood and Woodville will cooperate in any such enforcement actions as directed by the Fire Chief and/or Harrison staff.

6.5 Knox Boxes. All commercial entities within the service area of the Parties shall require Knox Boxes to be installed per Harrison Fire-Rescue requirements.

6.6 Operational Policy. Operational policy for providing fire operations and fire prevention services under this Agreement will be established by Harrison, and Harrison will have the responsibility for implementation of policies adopted.

6.7 Fire Department Liaison. Harrison agrees to designate a member of Harrison Fire Rescue (Chief or Community Risk Reduction Officer) as a liaison with Sherwood and Woodville. The liaison will attend up to two meetings of the respective boards annually, if requested, and will be available to respond to any issues or concerns raised by Sherwood or Woodville.

7. **Performance Standards.** Harrison will ensure that the Fire Department maintains the following performance standards:

7.1 Professional Standards: The Fire Department will comply with all state and federal regulations applicable to its operation and maintain training records consistent with state law. The National Fire Protection Association (NFPA) will be used as a guide in establishing fire department standards.

7.2 Fire Prevention Inspections. The Fire Department will conduct bi-annual inspections of all commercial buildings and infrastructure in Sherwood and Woodville.

7.3 Personnel. Harrison will comply with all state and federal regulations regarding personnel matters, including equal opportunity and non-discrimination clauses. The Fire Department will enforce all policies and Standard Operating Guidelines and comply with the Harrison Municipal Code. All personnel will be employees of Harrison, which has sole responsibility for hiring, firing, and discipline consistent with Wis. Stat. § 62.13.

- 8. Fire Station Locations.** Harrison Fire Rescue will operate out of the fire stations owned by Harrison at W5662 Manitowoc Road in Harrison and currently at W469 Clifton Road in Sherwood. If Harrison should decide to construct a new station, it shall be within one mile of the municipal boundaries of Sherwood. Harrison is responsible for maintaining and insuring the buildings. The Parties will be consulted on the addition of any new future fire stations.
- 9. Village Personnel.** The personnel providing services under this Agreement will be employees of Harrison. Harrison will be solely responsible for paying all wages, benefits, disability payments, liability insurance, and pension and workers compensation claims for Village employees providing services under this Agreement, and for damage to Village equipment and clothing used in providing services. Any such expenses shall be included in the Harrison Fire Rescue budget approved by the Village and allocated in accordance with the terms of this Agreement.
- 10. Vehicles and Equipment.** Harrison will maintain all vehicles and equipment purchased or otherwise provided by the Village. All maintenance costs will be covered by Harrison. All new vehicles acquired by the Village for Harrison Fire Rescue will be billed according to the funding formula in Section 4.1.
- 11. Water Usage at Station 60 in Sherwood.** Water usage at Fire Station 60 in Sherwood from the 4" water main used for firefighting activities shall be provided at no cost to Harrison which Harrison Fire Rescue may use for calls for service or training within the fire service boundaries. If in the future, Harrison no longer maintains a fire station in Sherwood, then Sherwood is no longer required to pay 100% of the costs of the water and water meter.
- 12. Complaints.** Complaints regarding the performance of the Fire Department must first be addressed to the Chief in writing. The Chief will provide a written response, with a copy to the Harrison Village Manager. If still aggrieved, the complainant may make a complaint to the Harrison Village Manager. The Manager will notify the appropriate municipality where the complaints arose from. Where appropriate, the Village Manager will notify the respective governing bodies and/or the Harrison Fire Commission about complaints regarding the Fire Department.

- 13. Insurance.** Harrison will obtain liability insurance coverage as reasonable and necessary relating to the services provided by Harrison Fire Rescue under this Agreement, including but not limited to general and premises liability, auto liability and casualty, errors and omissions, employment practices (all of which will have a minimum of \$5,000,000 coverage) and worker's compensation (which will have \$1,000,000 Statutory coverage) and personal property insurance. The cost of such insurance will be a component of the yearly operating budget of Harrison Fire Rescue. The applicable deductible or self-insured retention for any claim arising out of the above policies shall be paid by the participating Parties of Harrison Fire Rescue and shall be calculated using the same formula as contained in paragraph four and applied at the time of the subject loss or claim arises. Harrison will obtain certificates of insurance indicating that Sherwood and Woodville are additional insureds for purposes of any liability arising out of conduct or services provided under this agreement.
- 14. Hold Harmless.** Except to the extent Harrison, Sherwood, or Woodville would otherwise be immune from liability pursuant to Chapter 893 of the Wisconsin Statutes, Harrison will indemnify, defend, hold Sherwood and Woodville harmless for any and all claims arising out of any acts or omissions subject to this Agreement, except to the extent caused by the negligence or willful misconduct of Sherwood and Woodville or their respective agents.
- 15. Public Records Law Compliance.** The Parties acknowledge that all Parties to this Agreement are all subject to the Wisconsin Open Records Law and agree to cooperate in responding to records requests.
- 16. Termination.** Except as provided in section 5.2 above, this Agreement may be terminated prematurely only for material breach of this Agreement or as follows: Any Party may terminate this Agreement with or without cause by providing written notice to the other Parties, which takes effect on December 31 that is at least one year following the date of the notice.
- 17. Catastrophic Incident.** For the purposes of this Agreement, a Catastrophic Incident is defined as any single emergency event or series of events occurring within a 72-hour period that is not to be paid by insurance, charge-back to the person/property served, or through state or federal recovery programs, despite the mutual efforts of the Parties to seek such recovery, and:
- Requires a response from Harrison Fire Rescue exceeding 20 hours of continuous operations, or

- Results in extraordinary costs exceeding \$10,000 in personnel, backfill staffing, specialized equipment use or consumable supplies.

17.1 Catastrophic Cost Sharing. For catastrophic incidents, the Parties agree to the following cost share allocation:

- Harrison shall be responsible for the first \$10,000 in eligible costs.
- Eligible Costs in excess of \$10,000 shall be the responsibility of the municipality within which the Catastrophic Incident occurred.

17.2 Eligible Costs include but are not necessarily limited to: personnel and backfill staffing; specialized team deployment; consumable supplies; equipment damage attributable to the incident; fuel; maintenance/wear attributable to the incident; and contracted services.

18. Change of Law/Severability. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable due to a change in state or federal law, such illegality or unenforceability shall not affect the validity of any other part, term, or provision of this Agreement. The rights and obligations of the Parties shall be construed and enforced as if the invalid part, term, or provision had never been included in this Agreement.

19. Conflict Resolution. The Parties pledge their good faith to resolve any concerns or disputes that arise regarding their respective obligations. Any potential misunderstandings or disputes that are not resolved by the Parties and Harrison Fire Rescue liaison will be addressed by a group consisting of the Harrison Village Manager, the Woodville Town Chair, Sherwood Village Administrator, the Fire Chief, and any staff members and legal counsel requested by any Party. Any Party may at any time request a meeting with the other Parties to discuss a concern relating to this Agreement. Nothing in this section is intended to prevent any Party from seeking any remedy available to it under this Agreement from a court of competent jurisdiction in Calumet County, Wisconsin. The Parties agree that specific performance is an appropriate remedy for any breach of this Agreement and that Party need not show that damages are not a sufficient remedy to obtain specific performance by another Party.

20. Notices. All notices to be given will be in writing and delivered by personal delivery or certified mail, as follows:

Village of Harrison

Clerk
W5298 State Road 114
Menasha, WI 54952

Village Attorney
Herrling Clark Law Firm
800 N Lynndale Drive
Appleton, WI 54914

Village of Sherwood	Clerk/Treasurer W482 Clifton Road Sherwood, WI 54169	Village Attorney Eric J. Larson 730 N. Grand Ave. Waukesha, WI 53186
----------------------------	--	---

Town of Woodville	Clerk/Treasurer W3350 County Rd B Hilbert, WI 54129-9334	Chair W3350 County Road B Hilbert, WI 54129-9334
--------------------------	--	--

- 21. Non-Discrimination.** In the performance of the services under this Agreement, the Parties agree not to discriminate against any employee or applicant for employment in accordance with all applicable federal, state, and local laws, including protections for race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level, physical appearance, gender identity, political beliefs, or student status.
- 22. No Waiver.** No failure to exercise, and no delay in exercising, any right, power, or remedy on the part of a Party will operate as a waiver, nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise or the exercise of any other right, power or remedy. No express waiver will affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and will be operative only for the time and to the extent expressly provided by the Party. A waiver of any covenant, term or condition will not be constructed as a waiver of any subsequent breach of that same covenant, term, or condition.
- 23. Enforcement.** This Agreement will be governed by the laws of the State of Wisconsin. Any act by either Party in violation of this Agreement will be remedied by the courts of the State of Wisconsin, with any circuit court action venued in Calumet County, Wisconsin. This Agreement is intended to provide all Parties with the right and standing to seek any available legal or equitable remedy to enforce or seek damages for the breach of this Agreement.
- 24. Binding Effect/Assignment.** The Parties have entered into this Agreement under the authority of Wis. Stat. § 66.0301. The Parties agree that this Agreement will be binding upon all Parties and any authorized successors and assigns. No Party may assign its obligations to any third party without the prior written consent of the other Parties.

- 25. Construction.** The Parties acknowledge that this Agreement is the product of negotiations between the Parties and that, prior to execution, each Party has had full and adequate opportunity to have this agreement reviewed by, and obtain the advice of, its own legal counsel. Nothing in this Agreement will be construed more strictly for or against any Party because that Party's attorney drafted this Agreement.
- 26. Amendment.** This contract may be amended from time to time by written agreement of the Parties.
- 27. Entire Agreement.** This Agreement, including any addenda and exhibits, sets forth the entire agreement between the Parties regarding Harrison's provision of the various services referenced in this Agreement to Sherwood and Woodville, and supersedes any prior discussions, agreements, or understandings, either written or oral.
- 28. Authority.** Each Party represents that it has the authority to enter into the Agreement and that all necessary procedures have been followed to secure authorization to enter into this Agreement from the Party's respective governing body. Each person signing the Agreement represents and warrants that he or she has been duly authorized to do so.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused the execution of this Agreement by authority of their respective governing bodies effective as of the date when all Parties have affixed their respective signatures.

VILLAGE OF HARRISON

Scott Handschke, Village President

Meghan Winkler, Village Clerk

Approved as to form:

Andy Rossmeissl, Village Attorney

VILLAGE OF SHERWOOD

Thomas Herrmann, Village President

Sadie Slotke, Clerk/Treasurer

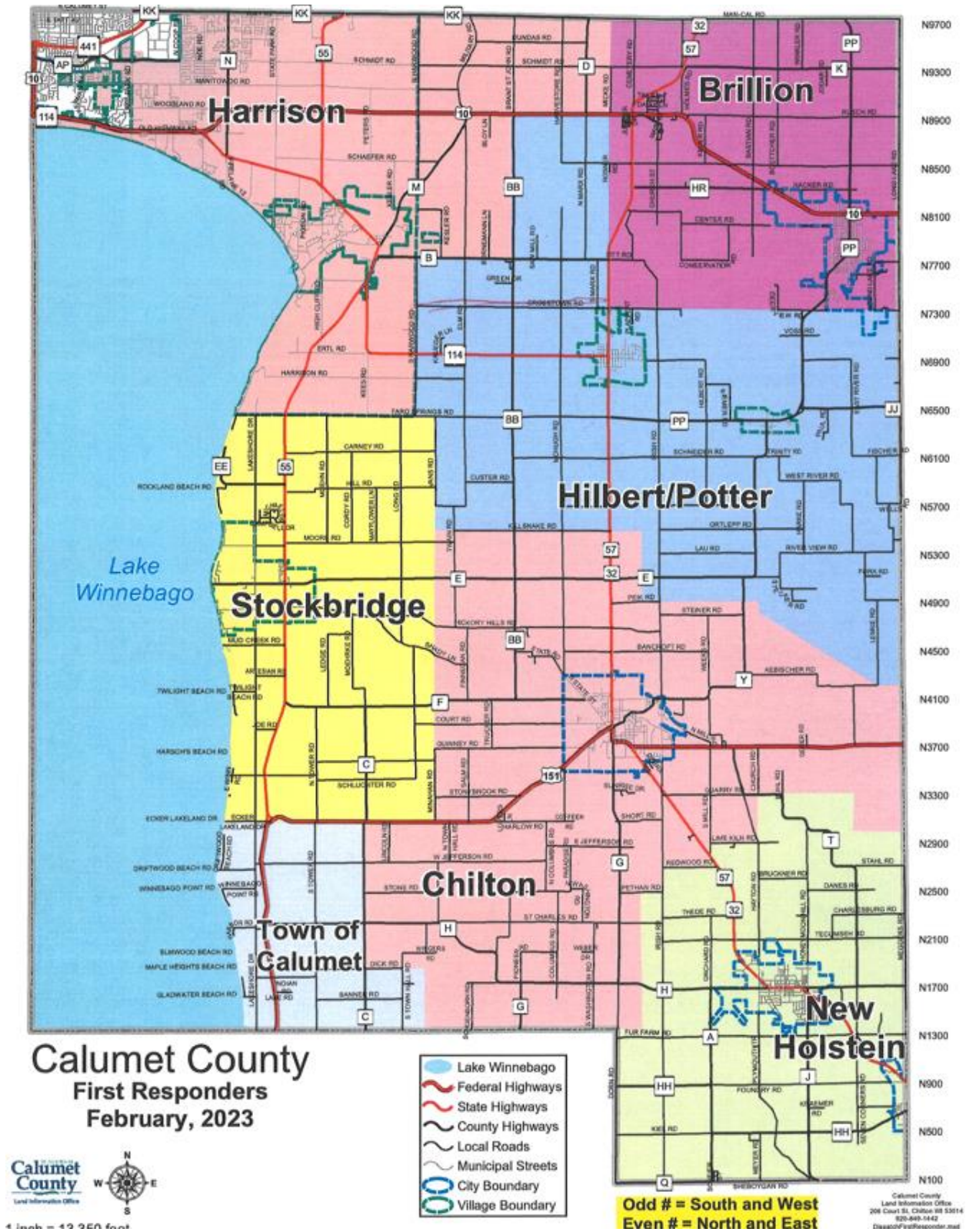
TOWN OF WOODVILLE

Corey Schmidt, Chair

Leslie Skelly, Clerk

EXHIBIT A
FIRE AND FIRST RESPONDERS BOUNDARY MAPS

FIRST RESPONDERS BOUNDARY MAP



FIRE BOUNDARY MAP

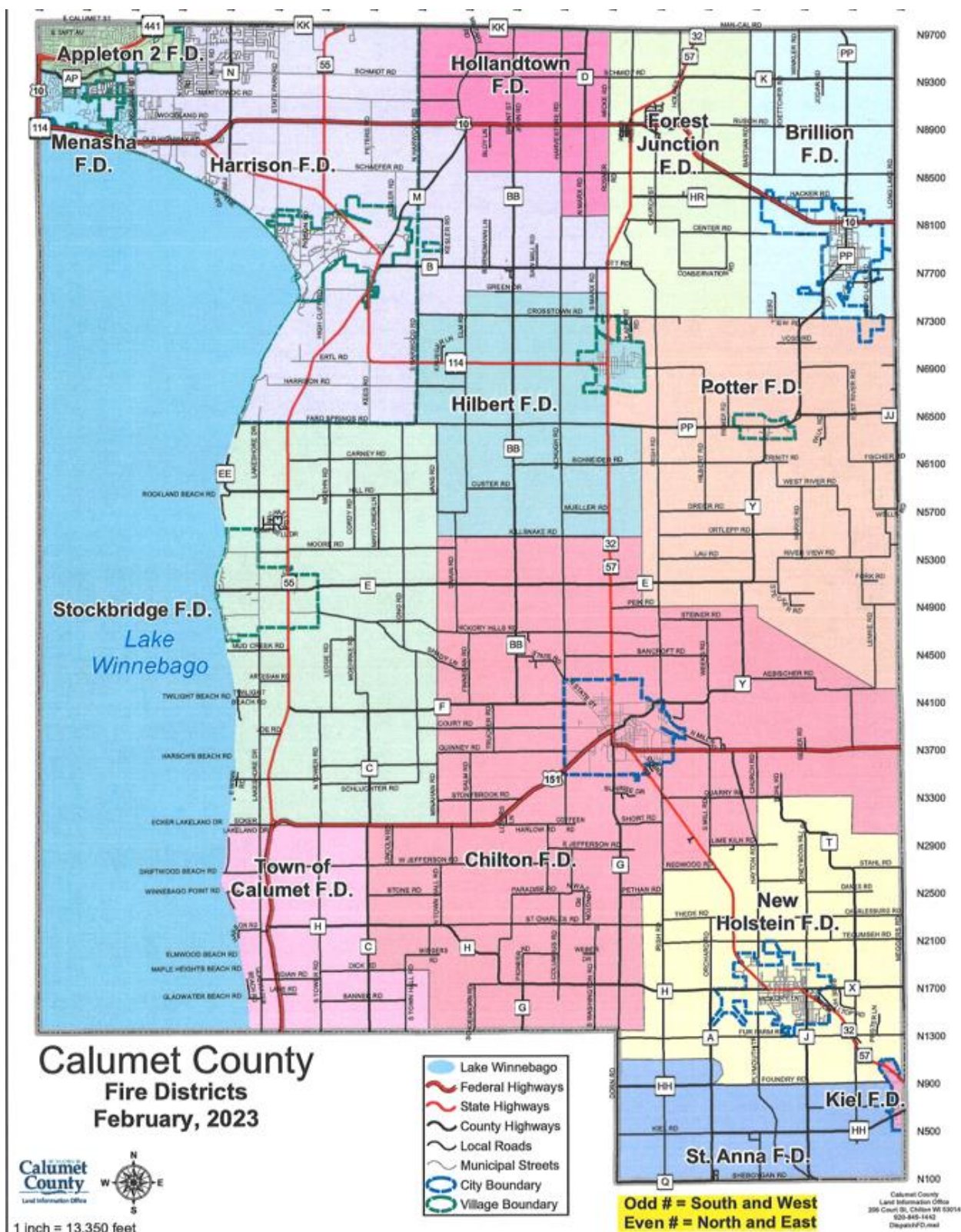


EXHIBIT B: CAPITAL SHARE- 2026

Village of Harrison
Fire Department
Cost Sharing Analysis - Capital

20 years
50 years

	Cost	Frequency	20-Year Cost	Cost/yr	Other Notes
Extrication Equipment	\$ 55,150	20 years	\$ 55,150	\$ 2,758	
Engine 71	\$ 995,115	20 years	\$ 995,115	\$ 49,756	jaws and power charger
Tender 75	\$ 251,294	20 years	\$ 251,294	\$ 12,565	Unable to locate invoice. Mirrored 65. Would have been substantial
Command Truck 69	\$ 62,426	15 years	\$ 83,027	\$ 4,151	this a current backup - replacement would be of tender 64. Unable to
Utility Truck 76	\$ 32,992	15 years	\$ 43,879	\$ 2,194	Includes cap & command center
Engine 65	\$ 995,115	20 years	\$ 995,115	\$ 49,756	
Heavy Rescue 63	\$ 235,703	20 years	\$ 235,703	\$ 11,785	Prepaid new one, but haven't received
Tender 64	\$ 251,294	20 years	\$ 251,294	\$ 12,565	
Brush Truck 62 & Wildland Pump	\$ 37,885	20 years	\$ 37,885	\$ 1,894	
Polaris ranger 61 & Wildland Pump	\$ 46,401	20 years	\$ 46,401	\$ 2,320	Includes tracks, EMS skid, and wildland pump
Total Capital Cost Per Year				\$ 149,743	

Items that will be added

Station 60 Renovations	\$ 2,500,000	50 years	\$ 50,000	will be added once we have bid estimates in 2027
Debt Interest on Station 60 (ave per year)	\$ 52,500		\$ 52,500	
Truck 78	\$ 44,818	15 years	\$ 59,608	bought in 2026
Polaris ranger 77 & Trailer	\$ 44,053	20 years	\$ 2,203	purchased in Feb and April 2026
Station 70 - New	\$ 11,000,000	50 years	\$ 220,000	Amortize over 50 year est. life - add for 2027
Debt Interest on Station 70 (ave per year)	\$ 207,500		\$ 207,500	