

**INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF WATERTOWN AND  
TOWN OF Emmet REGARDING NON-EMS REPORT SHARING**

This Intergovernmental Agreement (“IGA”) is entered into by and between the City of Watertown, a Wisconsin municipal corporation (“City”), and the Town of Emmet, a Wisconsin municipal corporation (“Town”), collectively the “Parties” or individually the “Party.”

**WHEREAS**, the Parties have separately contracted for the City to provide emergency medical services (“EMS”) to the Town, effective April 8, 2020; a copy of the Agreement is attached and referenced herein as Exhibit A; and

**WHEREAS**, the Parties understand and acknowledge that both entities are bound by Wisconsin’s Public Records Law, §§ 19.31–19.39; and

**WHEREAS**, the Parties wish to formalize their respective responsibilities related to sharing of non-EMS NERIS reports generated by the City, which are provided to the Town by the City on a monthly basis; and

**WHEREAS**, this IGA pertains solely to non-EMS NERIS reports generated by the City for Town calls for service and expressly excludes EMS reports and any patient medical information.

**NOW THEREFORE**, in consideration of the mutual covenants herein, the Parties agree as follows:

**1. City’s Obligations.** The City will provide the Town with a monthly NERIS report limited to non-EMS incidents for Town calls for service (“Monthly Report”). EMS reports, patient medical information, and protected health information will not be included in the Monthly Report. The City will implement reasonable measures to ensure the Monthly Report excludes EMS/PHI content consistent with HIPAA and Wisconsin patient care laws. The Monthly Report will be provided via email to the Town on or before the 6 day of each month, covering the prior calendar month. The City will provide the Monthly Report to the Town without charge.

**2. Town’s Obligations.** The Town shall keep confidential all information received in the Monthly Report, including any personal identifying information (PII) contained therein, and shall use the Monthly Report solely for legitimate governmental purposes. The Town will limit access to the Monthly Report to only Town personnel and shall train its personnel on confidentiality obligations. The Town shall not publish, distribute, or re-disclose the Monthly Report or its contents to third parties, except as required by law and in accordance with Section 3 of this IGA.

**3. Public Records Requests.** If the Town receives a public records request seeking the City’s Monthly Report (in whole or in part), the Town shall promptly notify the City in writing within three (3) business days and shall forward a copy of the request to the City. The City will serve as the primary respondent with respect to the City’s Monthly Report and will provide records, including making any necessary redactions pursuant to the Wisconsin Public Records Law and other applicable privacy laws. Town will reasonably cooperate with the City’s records custodian

- g. **Notices.** All notices, statements, demands, requests, consents, approvals, authorizations, appointments or designations hereunder by either Party to the other will be in writing and will be deemed given and served upon the Party if delivered personally or via U.S. mail, addressed as follows:

**To City:**

City of Watertown  
City Clerk  
106 Jones Street  
Watertown, WI 53094

**With copies to:**

City of Watertown  
Fire Chief  
621 Bernard Street  
Watertown, WI 53094

**To Town:**

Town of Emmet

W6777 Second Street Road  
Watertown, WI 53098

- h. **Non-Waiver.** The failure of any Party to insist upon the strict performance of any of the terms, conditions or covenants in this IGA will not be deemed a waiver of any right or remedy that any Party may have and will not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.
- i. **Authority.** The Parties each warrant and represent to the other that they have the full legal authority to enter into this IGA.
- j. **Entire Agreement.** This IGA sets forth all the covenants, promises, agreements, conditions, and understandings between City and Town. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than as herein set forth. No alteration, amendment, change, or addition to this IGA shall be binding upon the Parties unless in writing and signed by both Parties.
- k. **Jurisdiction and Venue.** Any action at law or in equity brought under this IGA for the purpose of enforcing a right or rights provided for by this IGA will be tried in a court of competent jurisdiction in Jefferson County, Wisconsin, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.
- l. **Paragraph Headings.** Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.

**EXHIBIT A**