**INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF WATERTOWN AND TOWN OF ___Shields ____ 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 __Shields____, 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 11th__, 2026; a copy of the Agreement is attached and referenced herein as Exhibit A; and

**WHERAS**, 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 __6th__ 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

and, if directed, refer the requester to the City for fulfillment. If the Town is legally required to respond directly, it will do so only after receiving the City's direction and redacted materials and will disclose solely as permitted by law.

**4. Records Retention.** Each Party will retain and dispose of records consistent with applicable municipal records retention schedules and law. Nothing in this IGA alters statutory records custodian responsibilities.

**5. Compliance with Federal and State Law.** The Parties will comply with HIPAA (45 C.F.R. Parts 160 and 164), Wis. Stat. § 146.82 (patient health care records), and the Wisconsin Public Records Law (Wis. Stat. §§ 19.31–19.39), as applicable.

6. **Miscellaneous**

a. **Term.** The term of this IGA shall be for the term of the Agreement contained within Exhibit A.

b. **Indemnification.** Each party shall be responsible for its own acts, errors, or omissions and for the acts, errors, or omissions of its employees, officers, agents, boards, committees and commissions, and shall be responsible for any losses, claims and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this IGA. In situations involving joint liability, each party shall only be responsible for such losses, claims and liabilities that are attributable to its own acts, errors, or omissions, or the acts, errors, or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. Sec. 893.80 or any other protection available to the parties by law. This paragraph shall survive the termination or expiration of this IGA.

c. **Revocation of IGA.** Either party may terminate this IGA at any point in time with thirty (30) days prior written notice to the other party. If City terminates this IGA, Town is able to submit monthly public records requests to the Fire Department. The City will comply with all statutory requirements under Wisconsin Public Records Law.

d. **No Assignment.** The rights provided to Town under this IGA may not be assigned, transferred, subleased, hypothecated, or otherwise disposed of to any other person or entity.

e. **Third Party Beneficiary.** This IGA including, but not limited to, indemnification provisions, is for the benefit of the Parties only and does not create, nor is it intended to create any benefit or liability to third parties.

f. **Relationship of the Parties.** It is understood that this is an IGA by and between independent contractor(s) and is not intended to, and will not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.

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 Shields Dodge County

N1638 Wood 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.

m. **Limitation of Municipal Liability.** Nothing contained within this IGA is intended to be a waiver or estoppel of Watertown or its insurer, to rely upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, City or its insurer, shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

n. **Counterparts.** This IGA may be executed in two (2) or more counterparts, each of which is deemed to be an original.

o. **Severability.** If any term of this IGA is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this IGA without affecting the enforceability of the remainder of this IGA or substantially frustrating its purpose, it will be so severed, and the remainder of this IGA will remain in effect and enforceable.

**IN WITNESS WHEREOF**, the Parties hereto have caused this IGA to be executed the day, and year first written below.

Dated this _____ day of _____, 2026.

CITY OF WATERTOWN

BY: _____

Robert Stocks, Mayor

Dated this 13th day of April, 2026.

TOWN OF Shields

BY: Peter McFarlane
Chairman

Clerk

**EXHIBIT A**