

Intergovernmental Cooperation Agreement
City of Greenfield – City of Waukesha
PulsePoint and Data Sharing

This Intergovernmental Cooperation Agreement, referred to herein as the Agreement, is entered into pursuant to Wis. Stats. §66.0301 by and between the City of Greenfield, referred to herein as Greenfield; and the City of Waukesha, referred to herein as Waukesha; together, they are referred to herein as the Parties.

Recitals

Greenfield entered a contract with PulsePoint, an organization that provides a mobile app that alerts CPR trained citizens of nearby incidents of cardiac arrest;

Greenfield may share PulsePoint services with other entities under the terms of the agreement with PulsePoint;

The purpose of the PulsePoint mobile app service is to improve survival rates of cardiac arrest by alerting CPR trained citizens of nearby cardiac arrest incidents;

Waukesha desires to obtain access to the mobile app provided by PulsePoint to Greenfield; and

Wisconsin Statutes §66.0301 promotes intergovernmental cooperation including agreements as set forth herein.

Now, therefore, in consideration of the mutual promises of the Parties stated herein and pursuant to the authority granted by Wis. Stats. §66.0301, the Parties agree, and contract as follows:

1. **Authorization.** Greenfield is authorized by PulsePoint to share its mobile app services with other entities.
2. **Initial Implementation.** Greenfield and Waukesha shall each designate a project manager, information technology lead, automatic external defibrillator (AED) lead and a public relations lead to implement the terms and conditions of this agreement. At the time of each annual renewal the parties shall update and exchange the list of contacts to ensure continuity of operation with the app.
3. **Information Technology.** Greenfield, Waukesha and PulsePoint have created appropriately coded Calls for Service (CFS) activate the PulsePoint app. Greenfield will duplicate the CFS codes for use by Waukesha. Waukesha shall obtain from Greenfield the necessary updated data and CFS codes to ensure PulsePoint activation. Waukesha will coordinate with Greenfield to test and develop preferred CFS triggers to ensure PulsePoint activation. Testing is complete when both Greenfield and Waukesha are fully satisfied with implementation.
4. **Access.** Greenfield shall maintain “uptime” service and exercise a good faith effort to maintain the availability of the PulsePoint mobile app system to Waukesha at all times possible.
5. **Payment for Services.** Waukesha agrees to pay Greenfield the sum of Six Thousand Dollars (\$6000) annually for use of the mobile app. Greenfield shall invoice Waukesha for its use of the mobile app and payment by Waukesha shall be made within twenty-eight (28) days of date of invoice.
6. **Term.** This Agreement shall commence July 1, 2021 and shall automatically renew for additional one (1) year periods thereafter until termination of the contract by notice pursuant to paragraph 7 of this agreement.
7. **Termination.** Waukesha may elect to terminate this agreement upon notice to Greenfield. Waukesha will be required to pay the annual fee for the following calendar year after notice of termination is given to Greenfield. Waukesha will continue to receive the mobile app service from Greenfield for the year following notice of termination and service will terminate at the end of the calendar year.

In the event Greenfield elects to terminate its agreement with PulsePoint or otherwise elects to terminate this agreement, Greenfield shall provide 12 months’ notice to Waukesha. In the event that Waukesha has paid its annual fee and termination by Greenfield occurs within that year, Greenfield shall reimburse a prorated amount to Waukesha for those months previously paid but occurring after termination.

8. Other Terms and Conditions:

- a. Authorization by Governing Bodies.** The Parties hereby represent and warrant to each other that the governing body of their own municipality has taken all actions necessary to approve this Agreement and to authorize the person signing below to sign this Agreement on behalf of that municipality and that, upon full execution of this Agreement it shall be binding on each municipality.
- b. Severability.** If any provision of this Agreement is declared invalid by any Court of competent jurisdiction, then to the extent that invalid term can be severed from the remainder of this Agreement without affecting the enforceability of the remainder of this Agreement or substantially frustrating its purpose, it will be severed, and the remainder of this Agreement will remain in effect and enforceable.
- c. Force Majeure.** Neither Party shall be in breach of this Agreement for acts or failures to act caused by unforeseeable causes beyond the Party's control, including unusual weather, floods, fire, seismic events, war, strikes, and civil unrest.
- d. Integration.** This Agreement embodies the entire agreement of the Parties with respect to the subject matter expressed herein. All other inconsistent agreements and understandings of the Parties with respect only to the subject matter expressed herein are superseded and are unenforceable.
- e. Amendments.** No amendments, additions, or changes of any kind to this Agreement will be valid unless in writing, signed by all the Parties to this Agreement, and attached to this Agreement.
- f. Survival.** Unless specifically limited in this Agreement, any term, condition or provision of this Agreement will survive the execution of this Agreement or any stated time periods, to the extent necessary for their performance. This Agreement is binding upon, and inures to the benefit of, the Parties' successors and assigns.

Dated this _____ day of _____, 2021.

City of Waukesha

Shawn N. Reilly, Mayor

Attest: Gina L. Kozlik, City Clerk

City of Greenfield

Attest: