

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

Res 493  
Significant

DEPARTMENT <b>Emergency Management</b>		CONTRACT/ADDENDUM #: <b>12305</b>	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract Addendum	
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		If Addendum, please include original contract number	
3. Term of Contract or Addendum: From: <u>01/01/2015</u> To: <u>12/31/2017</u>		<input type="checkbox"/> POS <input type="checkbox"/>	
4. Amount of Contract or Addendum <b>\$147,000.00</b>		<input type="checkbox"/> Co Lessee <input type="checkbox"/>	
5. Purpose: Contract for the City of Madison to provide Type III (formerly Level B) HazMat services for Dane County.		<input type="checkbox"/> Co Lessor <input type="checkbox"/>	
		<input type="checkbox"/> Intergovernmental <input type="checkbox"/>	
		<input type="checkbox"/> Purchase of Property <input type="checkbox"/>	
		<input type="checkbox"/> Property Sale <input type="checkbox"/>	
		<input type="checkbox"/> Other: <input type="checkbox"/>	
6. Vendor or Funding Source: <del>Budget and HazMat Equipment Grant</del> <b>City of Madison</b>			
7. MUNIS Vendor Code: <b>1384</b>			
8. Bid/RFP Number:			
9. If grant: Funds Positions? <input type="checkbox"/> YES <input type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input type="checkbox"/> NO			
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
11. Account No. & Amount, Org. & Obj. EM HazMat 32205 Amount \$ <u>99,000.00</u>			
Account No. & Amount, Org. & Obj. EM HazMat 27622 Amount \$ <u>30,000.00</u>			
Account No. & Amount, Org. & Obj. EM HazMat 31135 Amount \$ <u>18,000.00</u>			
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____			
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
14. Director's Approval			

## CONTRACT REVIEW/APPROVALS

## VENDOR

Initials	Ftnt	Date In	Date Out
<u>[Signature]</u> Received		<u>3-19-15</u>	
<u>[Signature]</u> Controller			<u>3/24/15</u>
<u>[Signature]</u> Corporation Counsel		<u>3/25/15</u>	<u>3/25/15</u>
<u>[Signature]</u> Risk Management		<u>3/24/15</u>	<u>3/24/15</u>
<u>[Signature]</u> ADA Coordinator		<u>3/24/15</u>	<u>3/24/15</u>
<u>[Signature]</u> Purchasing Agent		<u>3/25/15</u>	<u>3/25/15</u>
County Executive			

Vendor Name & Address	
Contact Person	
Phone No.	
E-mail Address	

### Footnotes:

1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Return To:</b> Name/Title: <u>David Bursack / HazMat Planner</u> Dept.: <u>Emergency Management</u>
Phone: <u>266-9051</u> Mail Address: <u>PSB, Room 2107</u>
E-mail: <u>bursack@countyofdane.com</u>

**CERTIFICATION**

The attached contract: *(Check as many as apply)*

- ☒ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- ☐ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: 3/19/2015 Signed: David M. Bursack  
Telephone Number: 266-9051 Print Name: David Bursack

**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head** ☐ Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 03/19/2015 Signature: Charles A. Subb Sr.

2. **Director of Administration** ☒ Contract is in the best interest of the County.  
Comments:

Date: 3/31/15 Signature: [Signature]

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.  
Comments:

Date: 3/25/15 Signature: [Signature]

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

# COUNTY OF DANE

## Purchase of Services Agreement

Number of Pages, including schedules:

Agreement No. 12305

Expiration Date: December 31, 2017

Authority: Res. \_\_\_\_\_

Department: Emergency Management

Maximum Cost: \$147,000.00

Registered Agent: \_\_\_\_\_

Address: \_\_\_\_\_

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and the City of Madison (hereafter, referred to as "PROVIDER").

### WITNESSETH:

**WHEREAS** COUNTY, whose address is Dane County Emergency Management, 115 West Doty Street, Room 2107, Madison, Wisconsin 53703 desires to purchase services from PROVIDER for the purpose of providing Type III (formerly Level B) Hazardous Materials Response Services and

**WHEREAS** PROVIDER, whose address is City of Madison Clerk, 210 Martin Luther King Jr. Blvd., Room 103, Madison, Wisconsin 53703 is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

- I. **TERM.** The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.
- II. **SERVICES.**
  - A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
  - B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
  - C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be

deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

- III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION.

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
1. Violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
  2. Failure by PROVIDER to carry applicable licenses or certifications as required by law.
  3. Failure of PROVIDER to comply with reporting requirements contained herein.
  4. Inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.
- V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.
- VI. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence.

- VII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
- VIII. INSURANCE.
- Each party shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, 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 Agreement. 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 and 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. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this agreement.
- IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- X. NON-DISCRIMINATION. During the term of this Agreement, the COUNTY and PROVIDER each for itself, agrees to abide by its own affirmative action plan and in doing, agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, student status, income level or source of income, handicap, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER and COUNTY further agree not to discriminate any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
- XI. CIVIL RIGHTS COMPLIANCE.
- PROVIDER and COUNTY, each for itself, agrees to abide by its own respective Civil Rights Commission Plan for meeting equal opportunity/nondiscrimination requirements under Federal regulations.
- XII. MISCELLANEOUS.
- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

(signatures on next page)

I

**N WITNESS WHEREOF**, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

**FOR PROVIDER:**

Date Signed: 3-5-2015

Paul Soglin  
Paul Soglin, Mayor

Date Signed: 2-18-2015

Maribeth Wizel-Behl  
Maribeth Wizel-Behl, City Clerk

Date Signed: 3/3/15

David P. Schmiedicke  
David P. Schmiedicke, Finance Director

Date Signed: 3/2/15

Eric T. Veum  
Eric T. Veum, Risk Manager

Date Signed: 4 MARCH 2015

Michael P. May  
Michael P. May, City Attorney

\*\*\*

**FOR COUNTY:**

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
JOSEPH PARISI, County Executive

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
SCOTT MCDONELL, County Clerk

\* [print name and title, below signature line of any person signing this document]

rev. 01/15

**PURCHASE OF SERVICES AGREEMENT  
TYPE III  
HAZARDOUS MATERIALS RESPONSE**

**SCHEDULE A**

**Section 1. DEFINITIONS**

- 1.01 “Assisted Community” means a Local Unit which has requested the HAZMAT Response Team to help with an incident and respond to a location within that Local Unit’s geographic boundaries.
- 1.02 “City” means the City of Madison.
- 1.03 “Contractor” means an Assisted Community or its agents, which specifically includes the municipality’s fire department or fire department for that municipality’s fire district.
- 1.04 “County” means County of Dane.
- 1.05 “Emergency Response” means activities associated with fire, emergency medical initial and related emergency services to protect health, environment, and property from *an actual or potential* hazardous substance discharge which occurs in Dane County.
- 1.06 “Hazardous Substance” an extremely hazardous substance included in the list published by the administrator of the U.S. Environmental Protection Agency under 42 U.S.C. 11002 (a)(2) or a hazardous substance as defined under 42 U.S.C. 9601 (14) or designated by the administrator of the U.S. Environmental Protection Agency under 42 U.S.C. 9602 (a) and in conformity with section 323.60 (1) (g), Wis. Stats.
- 1.07 “Hazardous Substance Discharge” means the discharge, release or spill of a hazardous substance.
- 1.08 “Hazardous Substance Incident Response” means the activities undertaken and authorized by the HAZMAT Response Team to provide adequate emergency response to *an actual or potential* hazardous substance discharge.
- 1.09 “HAZMAT Response Team” means City of Madison fire department personnel who have been certified by Madison Fire Department and State of Wisconsin or the National Fire Academy as having successfully completed Chemistry and Tactics in Identifying and Handling of Hazardous Materials; who have the proper knowledge and equipment to perform confinement, initial containment, rescue and control at a HAZMAT incident; and, who can enter a hazardous materials atmosphere in appropriate protective clothing as defined in 29 CFR Part 1910.120 and NFPA 472.
- 1.10 “Local Unit” means a City, Village, or Town government partially or totally located within Dane County.
- 1.11 “Regional Emergency Response Team” means a designated team that has entered into a contract with the State of Wisconsin Division of Emergency Management to provide Type II HazMat Response.



- 1.12 “Incident Commander” means the person who is in charge of the incident site and is responsible for all decisions relating to the management of the incident.
- 1.13 Type I Haz-Mat Team means a team that can respond to known and unknown industrial chemicals, WMD/CBRN substances, can conduct air monitoring including WMD/CBRN, equipped with liquid splash and vapor protective ensembles, can perform gamma/beta radiation monitoring including radionuclide plus other specialty gases, has technical reference materials including WMD/CBRN sources, can decontaminate for known and unknown industrial chemicals and WMD/CBRN substances, has training at the Hazardous Materials Technician and above.
- 1.14 Type II Haz-Mat Team means a team that can respond to known industrial unknown industrial chemicals, can conduct air monitoring, equipped with liquid splash and vapor protective ensembles, can perform gamma/beta radiation monitoring including plus other specialty gases, has technical reference materials, can decontaminate for known and unknown industrial, has training at the Hazardous Materials Technician and above.
- 1.15 Type III Haz-Mat Team means a team that can respond to known industrial chemicals, can conduct air monitoring, equipped with liquid splash and vapor protective ensembles, can perform gamma/beta radiation monitoring, has technical reference materials, can decontaminate for known industrial and has training at the Hazardous Materials Technician.
- 1.16 Type I Haz-Mat release is defined by the Wisconsin Hazardous Materials Response System as release of a known or unknown industrial chemical, including Weapons of Mass Destruction (WMD) and Chemical, Biological, Radiological Nuclear, Explosive (CBRN) substances.
- 1.17 Type II Haz-Mat release is defined by the Wisconsin Hazardous Materials Response System as a release of a known or unknown industrial chemical but not including WMD or CBRN.
- 1.18 Type III Haz-Mat release is defined by the Wisconsin Hazardous Materials Response System as a release of a known industrial chemical but not including WMD or CBRN.

**Section 2. PURPOSE.** Pursuant to the Local Emergency Planning Committee (hereinafter “LEPC”) mandated in Section 323.60, Wis. Stats. and the general emergency response requirements in Section 323.10, Wis. Stats.

It is the intended purpose of the parties to:

- 2.01 Comply with the goals of the LEPC Plan for emergency response to hazardous material releases in order to enable the City to provide Hazardous Substance Incident Response Team Services. Such services shall be for initial emergency response to Type III releases of hazardous substances.
- 2.02 Comply with the requirements of the LEPC Plan for emergency response to hazardous material releases for the purpose of information, training and emergency planning.
- 2.03 Recognize the responsibility of Local Units to participate in training programs and provide support services to assist the HAZMAT Response Team.

- 2.04 This Agreement shall exclusively control incidents addressing Type III releases within Dane County. The City of Madison HAZMAT Response Team, shall serve as the County's Type III Emergency response team, but even when so responding, the City of Madison HAZMAT team shall remain, at all times, under the operational command and control of the City of Madison Fire Chief and/or his/her designee.
- 2.05 The parties expressly recognize and attest by this agreement that neither party intends to create or to assume responsibilities to provide for the containment, cleanup, repair, restoration and investigation of the environment (air, land and water) in a Hazardous Substance Incident, which named responsibilities are and shall remain the sole obligations of the Wisconsin Department of Natural Resources under sections 292.11 and 323.60 (4), Wis. Stats.
- 2.06 The City and the County recognize and agree that the County has no role or responsibility relating to the City's actual delivery of HAZMAT emergency response services either through this Agreement or any other County activities.

### Section 3. TERM

- 3.01 This Agreement as amended from time to time, shall be for a period commencing January 1, 2015 through and including December 31, 2017. Thereafter, this Agreement shall be renewed with one two year option January 1, 2018

### Section 4. DUTIES OF THE COUNTY Emergency Response Planning. In accordance with Superfund Amendments and Reauthorization Act (SARA) of 1986 (PL 99-499) emergency planning and community right-to-know requirements, the County shall continue to carry out the following responsibilities related to hazardous substance emergency planning in conjunction with the City's cooperation, as provided in the LEPC Plan:

- 4.01 Providing information to facilities related to SARA requirements.
- 4.02 Organizing and presenting programs on the SARA requirement and how to complete forms, and developing of contingency plans.
- 4.03 Preparing off-site facility emergency plans.
- 4.04 Organizing outreach programs to advise communities about emergency plans and actions they should take in the event of a hazardous materials incident.
- 4.05 Coordinating access to hazardous materials information and plans with Dane County Emergency Management.
- 4.06 Providing public information/access to SARA reports.
- 4.07 Reviewing requests for reimbursements to local agencies for expenses incurred in response to hazardous substance discharges in conformity with section 323.71 (4), Wis. Stats.

## Section 5. DUTIES OF THE CITY Emergency Response To Hazardous Substance Incidents.

- 5.01 Upon request of a local Incident Commander, the City shall provide emergency response to protect life and property for an assisted community for a Type III hazardous substance discharge incident.
- 5.02 The present agreement shall only refer to City responses Type III releases in Dane County to Local Units requesting assistance. The Regional Emergency Response Team shall respond to any Type II release within Dane County pursuant to its agreement with the State of Wisconsin.
- 5.03 The City will provide reasonable redundancy of emergency response capability to ensure that it will be able to respond to Type III hazardous substance discharge incidents throughout the County. The City will provide reasonable redundancy to ensure response capability to Type III releases within the County consistent with the City's designation as a Regional Emergency Response Team.
- 5.04 Training. The City shall provide, at no cost to those attending, up to four openings in the Hazardous Incident Team training course for personnel who are not associated with the City of Madison Fire Department, recommended by either the Dane County Local Emergency Planning Committee or the President of the Dane County Fire Chiefs' Association. These individuals will also be allowed to attend and participate in refresher programs. Training attendees from agencies outside the City must be from agencies with all or a portion of their response jurisdiction located within the geographic boundaries of Dane County. The course curriculum and frequency of course delivery will be determined by the training needs of City personnel.
- 5.05 The City will also permit, at no cost to those attending, public safety responders from agencies outside the City to attend hazardous substance first responder training developed by the City. This may be limited by course size and availability at the discretion of the city. Training attendees from agencies outside the City must be from agencies with all or a portion of their response jurisdiction located within the geographic boundaries of Dane County. The course curriculum and frequency of course delivery will be determined by the training needs of City personnel.
- 5.06 The City shall provide a training program distinguishing the specific responsibilities of the HAZMAT Response Team and local fire departments when responding to a Type III hazardous substance discharge incident. This training will be made available on an annual basis or as recommended by either the Dane County Local Emergency Planning Committee or the President of the Dane County Fire Chiefs' Association.
- 5.07 A schedule of the above-cited training programs will be provided with at least 60 days notice to the Dane County Fire Chiefs' Association and the Dane County Department of Emergency Management.
- 5.08: Emergency Planning Assistance. The City will assist the County in the emergency planning for facilities in the City by:

- (A) Reviewing off-site facility emergency plans developed by the County; and
- (B) Assisting the Dane County Local Emergency Planning Committee in organizing and presenting programs for facilities and in neighborhood outreach efforts.

5.09: Personnel. The City agrees to secure all personnel necessary to competently carry out its obligations under this Agreement.

5:10 City will provide County mass decontamination services in the event such services are required.

5:11 City will maintain a warm water mass decontamination system which includes privacy corridors and redress area(s). This system will be used at the discretion of the Incident Commander.

5:11 City will provide mass decontamination training to local units (i.e., county suburban fire departments) if and when funding is available. County will apply for applicable grant funding to support mass decontamination training and its costs for City. In the event such funding is not available, this provision is waived until such time funding becomes available.

## **SCHEDULE B**

### **Section 6. Emergency Response Funding:**

- 6.01 Payments; Initial Provision. The County shall pay the City equaling \$49,000 in each calendar years 2015 through 2017. The City shall submit its invoice for this payment to the County on or about June 1 of each year of this Agreement.
- 6.02 The parties to this agreement understand and agree that \$10,000 of the each annual payment will be in HazMat equipment reducing County's annual cash payment to \$39,000. The County shall pay the City up to \$10,000 in HazMat equipment, identified by the City. This amount may be reimbursed under the provisions of EPCRA Computer and HazMat Response Equipment Grant as administered by Wisconsin Emergency Management and may be substituted for \$10,000 in payment as part of the total said amount. The County will apply each year for funding under the EPCRA Computer and HazMat Response Equipment Grant as administered by Wisconsin Emergency Management in the amount of \$10,000 for Hazmat equipment purchases. The City concedes that this grant funding is competitive and in some years, the County will not receive a full award amount of \$10,000. In such years, the City will lessen its requirements for \$10,000 in equipment, but not less than \$8,500. The City will provide the County with a list of eligible HazMat equipment requests prior to February 1<sup>st</sup> of each year. The County will pay the City the required payment within 60 days of receipt of City's invoice.
- 6.03 It is understood and agreed that City retains the right to seek reimbursement from the responsible party for response costs to Type III releases incurred in the performance of its duties under Section 5 above pursuant to Sec 323.71, Wis. Stats., and related Wisconsin Administrative Code provisions and as otherwise allowed by law.

## SCHEDULE C

### Section 7. REPORTS

- 7.01 Losses and Claims: Response Costs Reimbursement. Dane County Department of Emergency Management has been designated as the reviewing entity for reimbursements to local agencies for expenses incurred in response to discharges of hazardous substances, as allowed under section 323.71 (4), Wis. Stats. Local agencies seeking reimbursement from a responsible party shall follow the Dane County Hazardous Materials Response Costs Reimbursement Procedures found in Appendix + H of the Dane County Hazardous Materials Emergency Plan.
- 7.02 Notices, Records, Invoices, Billings and Reports. All notices required to be sent by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, with sufficient first class postage attached and addressed as follows, which shall be directly sent to the persons stipulated herein:

- (1) for the City:  
Madison City Clerk  
210 Martin Luther King, Jr. Boulevard  
City-County Building, Room 103  
Madison, Wisconsin 53710-0001
- (2) for the County:  
Dane County Clerk  
210 Martin Luther King, Jr. Boulevard  
City-County Building, Room 112  
Madison, Wisconsin 53709-0001