

Dane County Contract Cover Sheet

Revised 01/2025

Res 198
significant

Dept./Division	Emergency Management/Hazmat		
Vendor Name	City of Madison	MUNIS #	
Brief Contract Title/Description	IGA between Dane County and City of Madison Fire Department for Hazmat Type III Services		
Contract Term	December 31, 2026 with automatic renewal		
Contract Amount	\$47,500, annually		

Contract # Admin will assign	16067
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input checked="" type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Darlene Pintarro	Name	Brent Sloat
Phone #	608-219-9551	Phone #	608-266-4777
Email	pintarro.darlene@danecounty.gov	Email	bsloat@cityofmadison.com
Purchasing Officer	ppatten		

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/> Between \$13,000 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input type="checkbox"/> Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	
	<input type="checkbox"/> Bid Waiver – \$45,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/> Bid Waiver – Over \$45,000 (N/A to Public Works)		
	<input type="checkbox"/> Cooperative Contract	Contract Name & #	
	<input checked="" type="checkbox"/> N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		



MUNIS Req.	Req #	489	Org: EMHAZMAT	Obj: 31135	Proj:	\$ 6,000.00
			Org: EMHAZMAT	Obj: 32205	Proj:	\$ 33,000.00
	Year	2026	Org: EMHAZMAT	Obj: 27622	Proj:	\$ 8,500.00

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000		
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Res #	198
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2025

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input checked="" type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Tubbs, Charles	Digitally signed by Tubbs, Charles Date: 2025.12.18 14:01:17 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/18/25	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, December 18, 2025 3:49 PM
To: Hicklin, Charles; Patten, Peter; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #16067
Attachments: 16067.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 12/18/2025 3:58 PM	Approve: 12/18/2025 3:59 PM
	Patten, Peter	Read: 12/18/2025 4:10 PM	Approve: 12/18/2025 4:10 PM
	Gault, David	Read: 12/18/2025 3:59 PM	Approve: 12/18/2025 4:00 PM
	Cotillier, Joshua	Read: 12/18/2025 3:50 PM	Approve: 12/18/2025 3:55 PM
	Stavn, Stephanie		
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #16067
Department: Emergency Management
Vendor: City of Madison
Contract Description: IGA for HazMat Type III Services (Res 198)
Contract Term: 1/1/26 – 12/31/26 with automatic renewals
Contract Amount: \$47,500 annually

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

**APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN DANE
COUNTY AND THE CITY OF MADISON FOR TYPE III HAZARDOUS MATERIALS
RESPONSE TEAM**

Wisconsin Emergency Management (WEM) provides the Emergency Planning and Community Right-to-Know Act (EPCRA) Planning Grant. This grant is given to a county emergency management program to assist with costs associated with fulfilling the requirements of Wisconsin Statutes §§59.54(8)(a) and 323.61 and to complete EPCRA program requirements as provided by WEM under WEM Directive 2007.2 EPCRA Planning Grant Funding.

In order for a county to be eligible for grant funds, the county must have an established EPCRA Countywide Hazardous Materials Plan/Strategic Plan. One of the required elements of the Countywide Strategic Plan is to identify a local emergency response team that is capable of responding to a level B release that occurs at any place in the county and whose members meet the standards for hazardous materials technicians in 29 CFR 1910.120(q)(6)(iii) and national fire protection association standards NFPA 471 and 472.

The City of Madison Fire Department's Hazardous Incident Team (HIT), also referred to as a Hazmat Team, has contracted with Dane County for several years to provide the required hazmat services. The current agreement expires on December 31, 2025. It is the desire of both Dane County and the City of Madison to renew the agreement as an intergovernmental agreement that will renew annually. This agreement will provide a countywide Type III hazmat response for local county jurisdictions.

The intergovernmental agreement contains provisions for countywide Type III hazmat response, financial support, cooperative training opportunities, and planning assistance with the Madison HIT Team. There are sufficient funds in the Dane County Emergency Management Hazardous Materials division budget to cover the County's financial obligations under the agreement.

NOW, THEREFORE, BE IT RESOLVED that the intergovernmental agreement for Type III hazardous materials response with the City of Madison be approved and the County Executive and the County Clerk be authorized to sign this agreement.

BE IT FURTHER RESOLVED that Dane County Emergency Management be directed to ensure complete performance of the agreement.

DANE COUNTY CONTRACT # 16067

Revised 11/2024



of Pages Including Schedules:

10

Expiration Date: December 31, 2026

Authority: Res. # 2025 RES-198

Department: Emergency Management

Maximum Cost: \$47,500 annually

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

WITNESSETH:

WHEREAS COUNTY, whose address is 2982 Kapec Road, Fitchburg, WI 53719, desires to purchase services from the CITY for the purpose of providing Type III Hazardous Materials Response Services; and

WHEREAS CITY, whose address is 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 CITY do agree as follows:

1. **TERM:**

The term of this Agreement shall commence as January 1, 2026 and shall end as of the December 31, 2026 set forth on page 1 hereof, unless sooner agreed to in writing by the parties. The Agreement shall automatically renew on an annual basis unless notice of non-renewal is provided in writing by either party at least 60 days prior to the expiration date. CITY shall complete its obligations under this Agreement not later than the December 31, 2026. Upon failure of CITY to complete its obligation set forth herein by the December 31, 2026, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

2. **SERVICES:**

- A. CITY agrees to provide the services detailed in the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict the terms of Schedule A, to the extent of any conflict, are controlling.
- B. CITY 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, CITY agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
- C. CITY agrees to secure at CITY's own expense all personnel necessary to carry out CITY'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.

3. **ASSIGNMENT/TRANSFER:**

CITY 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 CITY 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 CITY 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. CITY shall promptly provide notice of any such assignment or transfer to COUNTY.

4. **TERMINATION:**

- A. Failure of CITY to fulfill any of its obligations under this Agreement in a timely manner, or violation by CITY 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 CITY.
- B. The following shall constitute grounds for immediate termination:
 - 1. violation by CITY of any State, Federal or local law, or failure by CITY to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. failure by CITY to carry applicable licenses or certifications as required by law.
 - 3. failure of CITY to comply with reporting requirements contained herein.
 - 4. inability of CITY 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, services, papers, data, products, and the like prepared, produced or made by CITY under this Agreement shall at the option of COUNTY become the property of COUNTY, and CITY 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, CITY shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CITY, and COUNTY may withhold any payments to CITY for the purpose of offset.

5. **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 CITY under this Agreement.

6. **REPORTS:**

CITY agrees to make such reports as are required in the attached Schedule A, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of CITY to comply with the time limits set forth in said Schedule A shall result in the penalties set forth herein.

7. **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.

8. NO MUTUAL INDEMNIFICATION:

Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

9. 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 CITY 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.

10. NON-DISCRIMINATION:

During the term of this Agreement, CITY agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, 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). CITY agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. 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.

11. CIVIL RIGHTS COMPLIANCE:

A. If CITY has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the CITY shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. CITY shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. CITY shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. CITYs who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If CITY submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of CITY'S Plan is sufficient.

B. CITY agrees to comply with the COUNTY's civil rights compliance policies and procedures. CITY agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the CITY. CITY

agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. CITY further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

- C. CITY shall post the Equal Opportunity Policy, the name of CITY's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. CITY shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. CITY shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If CITY is a government entity having its own compliance plan, CITY'S plan shall govern CITY'S activities.

12. COMPLIANCE WITH FAIR LABOR STANDARDS:

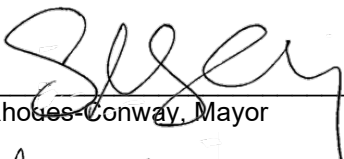
- A. Reporting of Adverse Findings. During the term of this Agreement, CITY shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that CITY has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects CITY'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. CITY may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- C. Notice Requirement. CITY shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

13. MISCELLANEOUS:

- A. 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.
- B. 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.
- C. 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.
- D. 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.

14. **SIGNATURES:**
IN WITNESS WHEREOF, COUNTY and CITY, 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.

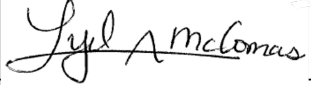
FOR CITY:



Satya Rhodes-Conway, Mayor

12/12/2025

Date Signed



Lydia McComas, City Clerk

12/09/2025

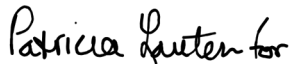
Date Signed



David P. Schmiedicke, Finance Director

12/11/2025


Date Signed



Michael Haas, City Attorney

12/11/2025

Date Signed



Eric T. Veum, Risk Manager

12/10/2025

Date Signed

* * *

FOR COUNTY:

Melissa Agard, Dane County Executive

Date Signed

Scott McDonell, Dane County Clerk

Date Signed

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

SCHEDULE A

Scope of Work

Type III Hazardous Materials Response

1. Definitions

- a. "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.
- b. "City" means the City of Madison.
- c. "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.
- d. "County" means County of Dane.
- e. "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.
- f. "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.
- g. "Hazardous Substance Discharge" means the discharge, release or spill of a hazardous substance.
- h. "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.
- i. "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.
- j. "Local Unit" means a City, Village, or Town government partially or totally located within Dane County.
- k. "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.
- l. "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.
- m. Type I Hazmat Team means a team that can respond to known and unknown industrial chemicals, Weapons of Mass Destruction (WMD) and Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) substances. The team can conduct air monitoring including WMD/CBRNE, 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/CBRNE sources, can decontaminate for known and unknown industrial chemicals and WMD/CBRNE substances. Personnel have training at the Hazardous Materials Technician and above.
- n. Type II Hazmat Team means a team that can respond to known industrial and unknown industrial chemicals. The team can conduct air monitoring, equipped with liquid splash and vapor protective ensembles, can perform gamma/beta radiation monitoring plus other specialty gases, has technical reference materials, and can decontaminate for known and

unknown industrial substances. Personnel has training at the Hazardous Materials Technician and above.

- o. Type III Hazmat Team means a team that can respond to known industrial chemicals. The team can conduct air monitoring, equipped with liquid splash and vapor protective ensembles, can perform gamma/beta radiation monitoring, has technical reference materials, and can decontaminate for known industrial substances. Personnel has training at the Hazardous Materials Technician.
- p. Level I Haz-Mat release is defined by the Wisconsin Hazardous Materials Response System as release of a known or unknown industrial chemical, including WMD and CBRNE substances.
- q. Level 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 CBRNE.
- r. Level 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.

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:

- a. 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 Level III releases of hazardous substances.
- b. Comply with the requirements of the LEPC Plan for emergency response to hazardous material releases for the purpose of information, training and emergency planning.
- c. Recognize the responsibility of Local Units to participate in training programs and provide support services to assist the HAZMAT Response Team.
- d. This Agreement shall exclusively control incidents addressing Level 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.
- e. 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. 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.
- f. 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.

3. Term

- a. This agreement as amended from time to time, shall be for a period commencing January 1, 2026 through December 31, 2026.
- b. Thereafter, this agreement shall be automatically renewed in accordance with Section 1 Term of the agreement.

4. Duties of 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:

- a. Providing information to facilities related to SARA requirements.

- b. Organizing and presenting programs on the SARA requirement, how to complete forms, and developing of contingency plans.
- c. Preparing off-site facility emergency plans.
- d. Organizing outreach programs to advise communities about emergency plans and actions they should take in the event of a hazardous materials incident.
- e. Coordinating access to hazardous materials information and plans with Dane County Emergency Management.
- f. Providing public information/access to SARA reports.
- g. 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.

5. Duties of City – Emergency Response to Hazardous Substance Incidents

- a. Upon request of a local Incident Commander, the City shall provide emergency response to protect life and property for an assisted community for a Level III hazardous substance discharge incident.
- b. The present agreement shall only refer to City responses to Level III releases in Dane County to Local Units requesting assistance. The Regional Emergency Response Team shall respond to any Level II release within Dane County pursuant to its agreement with the State of Wisconsin.
- c. The City will provide reasonable redundancy of emergency response capability to ensure that it will be able to respond to Level III hazardous substance discharge incidents throughout the County. The City will provide reasonable redundancy to ensure response capability to Level III releases within the County consistent with the City's designation as a Regional Emergency Response Team.
- d. 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.
- e. 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.
- f. The City shall provide a training program distinguishing the specific responsibilities of the HAZMAT Response Team and local fire departments when responding to a Level 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.
- g. 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.
- h. Emergency Planning Assistance:
The City will assist the County in the emergency planning for facilities in the City by:
 - i. Reviewing off-site facility emergency plans developed by the County; and
 - ii. Assisting the Dane County Local Emergency Planning Committee in organizing and presenting programs for facilities and in neighborhood outreach efforts.
- i. Personnel:
The City agrees to secure all personnel necessary to competently carry out its obligations under this Agreement.
- j. City will provide County mass decontamination services in the event such services are required.

- k. 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.
- l. 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.

6. Reports

- a. 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.
- b. 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.
 - i. For the City:
Madison City Clerk
210 Martin Luther King Jr. Boulevard
City-County Building, Room 103
Madison, WI 53710-0001
 - ii. For the County:
Dane County Emergency Management
2982 Kapec Road
Fitchburg, WI 53719

SCHEDULE B

Cost/Funding

1. Payments

- a. The County shall pay the City a minimum of \$47,500 in each calendar year of the agreement as follows:
 - i. Type III Hazardous Materials Response Services - \$39,000
 - ii. HazMat Equipment – minimum of \$8,500 and maximum of \$10,000 depending upon the annual award from the EPCRA Computer and HazMat Response Equipment Grant to the County.
- b. The City shall submit an invoice for this payment to the County on or about June 1 of each calendar year of this agreement.

2. HazMat Equipment

The County shall pay the City a minimum of \$8,500 and maximum of \$10,000 annually for HazMat equipment identified by the City.

- a. Each year the County will apply for funding through the EPCRA Computer and HazMat Response Equipment Grant as administered by Wisconsin Emergency Management in the amount of \$10,000.
 - b. The amount paid to the City of equipment may exceed \$8,500, if the amount awarded to the County through the EPCRA Computer and HazMat Equipment Grant exceeds \$8,500, the total amount for equipment will not exceed \$10,000.
 - c. The City will provide the County with a list of eligible HazMat equipment requests prior to the grant submission deadline each year.
- 3.** It is understood and agreed that City retains the right to seek reimbursement from the responsible party for response costs to Level 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.