

Dane County Contract Cover Sheet

Revised 01/2026

Res 320

Dept./Division	Emergency Management/Hazmat		
Vendor Name	State of WI Department of Military Affairs Division of Emergency Management	MUNIS #	1692
Brief Contract Title/Description	Accepting Hazardous Materials Emergency Preparedness (HMEP) Grant Dane County FY2025 Core & Specialized Hazmat Training		
Contract Term	Signature of Award-June 30, 2026		
Contract Amount	\$7500		

Contract # Admin will assign	16121
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input 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 checked="" type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Darlene Pintarro	Name	Anita Smith
Phone #	608-266-9051	Phone #	715-635-2498
Email	pintarro.darlene@danecounty.gov	Email	anita.smith@widma.gov
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$46,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$46,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$46,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$46,000 (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 #	Org:	Obj:	Proj:	\$
		Org:	Obj:	Proj:	\$
	Year	Org:	Obj:	Proj:	\$

Budget Amendment	
<input checked="" 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	Res #	320
	<input type="checkbox"/> Contract exceeds \$100,000 – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

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

APPROVAL	
Dept. Head / Authorized Designee	
Tubbs, Charles	Digitally signed by Tubbs, Charles Date: 2026.01.14 13:59:30 -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: _____	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, January 15, 2026 3:22 PM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #16121
Attachments: 16121.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 1/15/2026 3:22 PM	Approve: 1/15/2026 3:22 PM
	Rogan, Megan	Read: 1/15/2026 3:42 PM	Approve: 1/15/2026 3:43 PM
	Gault, David	Read: 1/15/2026 4:05 PM	Approve: 1/15/2026 4:05 PM
	Cotillier, Joshua	Read: 1/16/2026 8:48 AM	Approve: 1/16/2026 8:53 AM
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract....I'm also including a copy of the original lease for reference.

Contract #16121
Department: Emergency Management
Vendor: WI Dept of Military Affairs/Emergency Management
Contract Description: Accept Haz Mat Emergency Preparedness Grant (Res 320)
Contract Term: 12/19/25 – 6/30/26
Contract Amount: \$7,500.00

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.

1
2
3 **2025 RES-320**

4 **ACCEPTING HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP) GRANT**
5 **DANE COUNTY FY2025 CORE & SPECIALIZED HAZMAT TRAINING**

6 The purpose of this resolution is to adjust revenue and expenditures for FY 2026.

7
8 The Department of Emergency Management, through Wisconsin Emergency Management
9 submitted a grant request to conduct specialized HazMat Training.

10
11 The County was awarded a total of \$7,500.

12
13 The grant funds will be utilized to contract with educators to provide specialized training to
14 enhance HazMat team proficiency. The goal is to elevate the Madison HazMat Team
15 capabilities by providing targeted and advanced training sessions. Dane County contracts with
16 the City of Madison to provide HazMat team services.

17
18 NOW, THEREFORE, BE IT RESOLVED that \$7,500 be set up as a newly created Emergency
19 Management, Emergency Hazmat Division, FY2025 Core & Specialized Training revenue, and
20 be credited to the General Fund with an account number to be assigned by the Controller's
21 Division upon passage of this resolution.

22
23 BE IT FURTHER RESOLVED that \$7,500 is transferred from the General Fund to a newly
24 created Emergency Management, Emergency Hazmat Division, FY2025 Core & Specialized
25 Training expenditure account with an account number to be assigned by the Controller's
26 Division upon passage of this resolution.

27
28 BE IT FINALLY RESOLVED that all unexpended funds and unrecognized revenues from this
29 account be carried forward from the 2026 to the 2027 budget period.



wem.wi.gov

STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT

Phone: 608-242-3000
P.O. Box 7865 · Madison, WI 53707-7865



dma.wi.gov

December 19, 2025

Charles Tubbs, Director
Dane County Emergency Management
2982 Kapec Rd
Fitchburg, WI 53719

**RE: Hazardous Materials Emergency Preparedness/Dane County FY 2025 Core & Specialized HazMat Tng
WEM Grant Number: 2026-HMEP-SEG-01-14554**

To Whom It May Concern:

Congratulations! Wisconsin Emergency Management has approved a grant award pursuant to the Hazardous Materials Emergency Preparedness (HMEP) grant program to Dane County in the amount of **\$7,500.00**. These funds represent the state share of project costs. WEM administers the funds on behalf of the State of Wisconsin and is used to match a federal grant through the Department of Transportation (DOT), Pipeline and Hazardous Material Safety Administration (PHMSA).

As Project Director, you will be responsible for seeing that funds are administered according to the approved application materials in Egrants; all requirements, including reporting, outlined in the Funding Announcement; Terms and Conditions; and enclosed Grant Agreement. To accept this award, have the Authorized Official review and sign the award agreement of this packet. **Once signed, return one copy to WEM via email to Anita.Smith@widma.gov, and keep a copy for your records.**

Please reach out to the WEM Grant Manager, Anita Smith, with any questions regarding your grant and responsibilities. We look forward to a collaborative working relationship with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Engle', with a long horizontal flourish extending to the right.

Greg Engle, Administrator
Wisconsin Emergency Management

**HMEP Core & Specialized HazMat Training FFY2025
Hazardous Materials Emergency Preparedness/Dane County FY 2025 Core &
Specialized HazMat Tng
2026-HMEP-SEG-01-14554**

This subaward grant agreement (Agreement) is made between the Wisconsin Department of Military Affairs, Division of Emergency Management (WEM) and **Dane County** (the Grantee). The Agreement sets forth the terms and conditions of the award to Grantee of grant funds (Grant Funds) for the project described in Exhibit A.

NOW THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows.

1. The Grantee agrees to execute the project consistent with the purposes and conditions of the objectives that it has agreed to attain within the grant period set forth in Exhibit A, as submitted in an application approved by WEM and referred to in Exhibit A.
2. The Grantee shall comply with the applicable rules, regulations, limitations, terms and conditions set forth in Exhibits A – E of this Agreement, which are incorporated by reference into this Agreement. All references to "Agreement" in any of the Exhibits refer to this one-page document.
 - a. *Exhibit A, Approved Award*
 - b. *Exhibit B, WEM Standard Terms and Conditions*
 - c. *Exhibit C, Special Conditions and Additional Monitoring*
3. WEM has no obligation to pay any portion of the federal government's share of project costs or expenses should the federal government not pay some or all of that portion. If the federal government does not reimburse WEM for funds paid to the Grantee under this Agreement, the Grantee shall repay WEM all such funds and WEM shall have no further obligation to pay any amount to the Grantee under this Agreement.
4. The provisions of the Agreement document and its exhibits, and any documents attached to or referenced in any of them, constitute the entire Agreement between the Parties and supersede any prior agreement between them related to the subject matter of this Agreement.
5. The individuals executing this Agreement represent that they have the authority to sign it on behalf of and bind their respective Parties.

THE PARTIES EXECUTE THIS AGREEMENT BY THEIR SIGNATURES BELOW.

State of Wisconsin

Grantee

Wisconsin Department of Military Affairs,
Division of Emergency Management (WEM)

Dane County

Authorized Representative

Authorized Representative

Name: Greg Engle

Name: Melissa Agard

Title: WEM Administrator

Title: Dane County Executive

Signature: _____



Signature: _____

Date: _____

12/19/2025

Date: _____

WEM Grant Agreement 2026-HMEP-SEG-01-14554

Exhibit A – Approved Award

Funding Authorization Information

Funding authorization: **State of Wisconsin statute 20.465(3)(t).**
Assistance Listing Number (ALN) or State Identification Number: **465.363**
Used to match Federal Award Identification Number (FAIN) **693JK32540074HMEP, awarded to WEM on September 30, 2025**
Funding Award Description: To provide training for emergency response to releases of hazardous substances. The purpose of this program is to increase State, Territorial, Tribal, and local effectiveness in safely and efficiently handling hazardous materials accidents and incidents, enhance implementation of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA), and encourage a comprehensive approach to emergency training by incorporating the unique challenges of responses to transportation situations.
Notice of Funding Opportunity: **HMEP Core & Specialized HazMat Training FFY2025**

Approved Award Information

Award date: December 19, 2025

Grantee: Dane County UEI: M7DYJMKQ9MH7

Project Title: Hazardous Materials Emergency Preparedness/Dane County FY 2025 Core & Specialized HazMat Tng

Grant Period: From January 1, 2026 To June 30, 2026

Grant Number: 2026-HMEP-SEG-01-14554 Award Amount: \$7,500.00

Project Director: Charles Tubbs, Director; Dane County Emergency Management

Project Summary: This grant proposal includes hazardous materials training to individuals who respond with and support hazardous materials technicians. The training is all inclusive to involve commercial transportation hazmat incidents.

Approved Award Budget

<u>Budget Cost Category</u>	<u>Local Match</u>	<u>Award</u>
Personnel		
Fringe Benefits		
Travel (Including Training)		
Equipment		
Supplies & Operating Expenses		
Consultants/Contractual		\$7,500.00
Other		
Indirect		
Sum		\$7,500.00
TOTAL APPROVED BUDGET		\$7,500.00

WEM Grant Agreement 2026-HMEP-SEG-01-14554
Exhibit B – WEM Standard Terms and Conditions

Article I. Conditions of the Parties' Obligations

The Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of WEM shall serve to revise or terminate the Agreement, except as further agreed to by the parties. WEM and the grant recipient (Grantee) understand and agree that no clause, term, or condition of the Agreement shall be construed to supersede the lawful powers or duties of either party.

Article II. Applicable Rules and Regulations

The Grantee assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the approved application; the laws, rules, regulations, and State executive orders governing grants and cooperative agreements; the Standard Terms and Conditions, and the Agreement, including responsibility for complying with any provisions included in the award. Instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference into the Agreement. The Grantee must comply with all requirements set forth in the program NOFO.

Article III. Adherence to Original Project Objectives and Budget Estimates

The Grantee is responsible for any commitment or expenditure it incurs in excess of the funds provided by the award. Pre-award costs are those incurred prior to the date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowed if incurred after the date of the award, and only with the written approval of the authorized official or delegate.

Article IV. Allowable Activities and Costs

Only activities and expenses that are included in the approved award application are allowable for reimbursement by grant funds. All costs must be allowable, allocable, necessary, and reasonable. Costs must match the grant's approved application, must be incurred and obligated (purchase order issued, class scheduled) within the performance period, and payment made within 30 days of the grant period end date.

Article V. Duplication of Benefits

Any cost allocable to a particular financial assistance award may not be charged to other financial assistance awards. This may include, but is not limited to, shifting costs to overcome fund deficiencies; to avoid restrictions imposed by statutes, regulations, or financial assistance award terms and conditions. However, these prohibitions would not preclude grantees from shifting costs that are allowable under two or more awards in accordance with existing statutes, regulations, or the financial assistance award terms and conditions.

Article VI. Acceptance of Post-Award Changes

In the event WEM determines that changes are necessary to the Agreement its execution, including changes to the period of performance, the Agreement or any exhibits or other attached documents, grantees will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate grantee acceptance of the changes to the award. Failure to agree to a renegotiated Agreement under these circumstances is cause for WEM to terminate this Agreement.

WEM Grant Agreement 2026-HMEP-SEG-01-14554
Exhibit B – WEM Standard Terms and Conditions

Article VII. Prior Approval and Modifications

All activity and the corresponding expenses must be approved prior to conducting the activity and/or incurring the expense unless otherwise stated in the Notice of Funding Opportunity. The following require WEM's advance written approval:

- (a) Changes to key personnel.
- (b) Changes to the grant period (submitted prior to the approved end date of the grant).
- (c) Changes to the scope, objectives, performance measures, or intent of the approved award.
- (d) Changes to the budget do not fall within a change to the scope or objective but exceed the approved budget categories by ten percent (10%) of the total award.

WEM will notify the Grantee in writing within thirty calendar days after receipt of the request for revision or adjustment whether the request is approved. Upon approval, WEM will issue a signed Grant Adjustment Notification (GAN). All changes are not officially approved until the GAN is received by the Grantee.

Article VIII. Project Income

All income generated as a direct result of a grant-funded project shall be deemed program income. Program income must be used for the purpose of and under the conditions applicable to the award. Program income should be reported as earned and accounted for in your reimbursement request.

Article IX. Procurement

Grantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable state law and procurement standards.

Article X. Payments and Closeout

Grant funds will be paid on a reimbursement basis only and disbursed by WEM upon completion of and approval of all monitoring requirements as well as verification to the best of WEM's ability that all terms, conditions, and requirements have been met. If WEM determines that payment to the Grantee was not proper after the payment has been made, WEM will notify the Grantee of recoupment in writing after which the Grantee has 30 days to repay WEM or appeal the decision.

Article XI. Monitoring

Grantees must complete all required reporting and comply with additional monitoring requirements as stated in the Notice of Funding Opportunity and Award Agreement. WEM may impose additional reporting requirements throughout the grant performance period as needed. Grantees must submit timely, complete, and accurate reports to the appropriate WEM contacts and retain backup documentation to support the reports for the applicable records retention period. Grantees must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

WEM Grant Agreement 2026-HMEP-SEG-01-14554
Exhibit B – WEM Standard Terms and Conditions

Article XII. Maintaining, Retaining, and Access to Records

All grantees, recipients, subrecipients, subgrantees, successors, transferees, and assignees must comply with applicable provisions governing access to records, accounts, documents, information, facilities, and staff.

- (a) Grantee must maintain official records of grant related activity, adherence to grant requirements, and grant-funded costs. This includes rationale and justification to support any split allocation of costs, and any other records that support the allowability of expenditures of grant funds.
- (b) Grantee must cooperate with any compliance reviews or compliance investigations conducted by the State of Wisconsin, WEM, and/or other funding agencies including access to examine and copy records, accounts, and other documents and sources of information related to the financial assistance award and permit access to facilities and personnel.

Article XIII. Best Practices for Collection and Use of Personally Identifiable Information

Grantees who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. Wis. Stats. § 19.62 (5) Personally Identifiable Information (PII) means information that can be associated with a particular individual through one or more identifiers or other information or circumstances. This includes, but is not limited to, driver's license numbers, Social Security numbers, addresses, telephone numbers, credit card information, and/or bank account information.

Article XIV. Establishment of Safeguards

The grantee shall ensure the establishment of safeguards to prevent employees, consultants, or members of the governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties as specified in Wis. Stats. §§ 946.10 and 946.13.

Article XV. Nondiscrimination

In connection with the performance of work under the Agreement the Grantee agrees not to discriminate against any employee or grantee for employment because of age, race, religion, color, handicap, sex, physical condition, or developmental disability as defined in Wis. Stats. § 51.01(5); arrest or conviction record, or sexual orientation, as defined in Wis. Stats. § 111.32(13m); or national origin, ancestry, or marital status. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Apart from sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The grantee agrees to post in conspicuous places available for employees and candidates for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

WEM Grant Agreement 2026-HMEP-SEG-01-14554
Exhibit B – WEM Standard Terms and Conditions

Article XVI. Liability

The State of Wisconsin, the Department of Military Affairs, Wisconsin Emergency Management, its agents, and employees shall not be liable to the Grantee, or to any individuals or entities with whom the Grantee contracts for any direct, indirect, incidental, consequential, or other damages sustained or incurred because of activities, actions, or inactions on the part of the Grantee for services rendered pursuant to the Award Agreement. The grantee agrees to indemnify and save and hold the Department of Military Affairs, Wisconsin Emergency Management, its agents, and employees harmless from all claims or causes of action arising from the performance of this award by the Grantee or grantee's agent or employees.

Article XVII. Severability

The invalidity, illegality, or unenforceability of any provision of the Agreement or the occurrence of any event rendering any portion or provision of the Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. The parties further agree to amend the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Article XVIII. Noncompliance and Remedial Measures

Submission of an application constitutes the Grantee's designated project director's agreement to comply with and spend funds consistent with all the terms and conditions of this award. If required statistical data, reports, and other required information are not submitted when due, WEM may withhold all payments that otherwise would be paid to the Grantee under the Agreement until such time as the reports and information are submitted. The Grantee shall provide written notice to WEM of all instances of noncompliance with the terms of the Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance and a plan to correct the noncompliance.

Failure to comply with any part of the Agreement may be considered cause for revision, suspension, or termination of the Agreement. If WEM determines that noncompliance with the Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including the following:

- (i) Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
- (ii) Impose additional conditions including additional monitoring and reporting requirements.
- (iii) Disallow all, or part of, the cost of the activity or action not in compliance.
- (iv) Wholly or partly suspend or terminate the Agreement.
- (v) Temporarily having others perform and receive reimbursement for the services to be provided under the Agreement.
- (vi) Withhold or require enhanced monitoring of future awards given to the Grantee.
- (vii) Take other remedies necessary to protect the interests of the State.

WEM Grant Agreement 2026-HMEP-SEG-01-14554
Exhibit B – WEM Standard Terms and Conditions

Article XIX. Dispute Resolution and Appeal

For any disputes between WEM and the Grantee under the Agreement, the following process will be the exclusive administrative review:

- (a) *Informal review:* The WEM Grant Program Manager and the Grantee will attempt to resolve the dispute. If a dispute is not resolved at this stage, then a written statement of the adverse determination will be provided to the Grantee.
- (b) *Appeal review:* The Grantee may appeal the adverse determination by submitting a request to appeal within thirty (30) days following the receipt of the adverse determination. The WEM Bureau Director will review the request and issue a written determination within 30 days after receiving the request. The Grantee's request to appeal must include the following:
 - (i) Detail the nature of the disagreement.
 - (ii) Provide justification.
 - (iii) Provide additional documentation to support their justification.
- (c) *Final review:* The Grantee may advance a failed appeal by submitting a request to the Bureau Director within 30 days of receiving their appeal determination. The Bureau Director will escalate the appeal request to the WEM Administrator for review and final determination.

Article XX. Repayment to WEM

Notwithstanding any other provision in Exhibit B, WEM has no obligation to pay any portion of the federal government's share of project costs or expenses should the federal government not pay some or all of that portion. If the federal government does not reimburse WEM for funds paid to the Grantee under the Agreement, the Grantee shall repay WEM all such funds and WEM shall have no further obligation to pay any amount to the Grantee under the Agreement.

WEM shall be entitled to a refund for goods or services paid for, if the goods or services were not received, implemented, or are affected by termination of the Agreement. The refund shall be paid or appealed within thirty (30) days of a written notice of recoupment to the Grantee.

Article XXI. Order of Precedence

Any inconsistency or conflict in the Agreement, the Notice of Funding Opportunity, the WEM Standard Terms and Conditions, and special conditions, including any Federal Notice of Funding Opportunity or Federal terms and conditions, will be resolved in accordance with the term or condition that is the stricter of the two.

If the provisions of the one-page document referred to as the Agreement and any of its exhibit or other attached documents conflict, provisions required by law or federal requirements will take precedence. Otherwise, the order of precedence of provisions, from first to last, is as follows:

- (i) Exhibit D, Federal terms and conditions, if applicable,
- (ii) The Agreement
- (iii) Exhibit B, WEM Standard Terms and Conditions, to the Agreement
- (iv) Exhibit A, Approved Award and application.
- (v) Exhibit C to the Agreement, Special Conditions and Additional Monitoring, if applicable.

WEM Grant Agreement 2026-HMEP-SEG-01-14554
Exhibit B – WEM Standard Terms and Conditions

Article XXII. Termination of Agreement

- (a) *General.* Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration. Except as provided in Article XXI, Repayment to WEM, the Grantee shall be entitled to receive compensation for any payments owed under the Agreement only for deliverables that have been approved and accepted by WEM and are not subject to termination of the Agreement. Compensation for partially completed services, when available, shall at the sole discretion of WEM, be no more than the percentage of completion of the services requested, at the sole discretion of WEM, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of WEM, the Grantee may be compensated for the actual service hours provided.
- (b) *Basis.* The Agreement may be terminated in whole or in part on the following basis:
- (i) *Termination for Non-appropriation:* WEM reserves the right to cancel the Agreement at will in whole or in part without penalty effective upon delivery of written notice to the Grantee, under any of the following conditions:
- 1) If the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds, rescinds appropriated funds, reduces funds to levels no longer sufficient to allow for goods or services to meet program objectives, revokes WEM's authority to obligate or receive funds necessary to complete the agreement, or deobligates funds in whole or in part.
 - 2) If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under the or are no longer eligible for the funding proposed for payments by this grant.
- (ii) *Termination for Cause.* WEM may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure within that 30-day period.
- (iii) *Termination or Convenience:* The Grantee may terminate this Agreement for convenience at any time by providing WEM a written notice at least 30 days prior to the desired date of termination. During this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.
- (iv) *Cancellation:* WEM reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to remedy if the Grantee:
- 1) Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity.
 - 2) Allow any final judgment not to be satisfied or a lien not to be disputed after a legally imposed, thirty (30)-day notice or make an assignment for the benefit of creditors;
 - 3) Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
 - 4) Incurs a delinquent Wisconsin tax liability;
 - 5) Fails to follow state or federal laws applicable to the Grantee.
 - 6) Becomes a federally debarred Grantee or excluded from federal procurement and non-procurement Agreements;
 - 7) Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement; or
 - 8) Grantee performance threatens the health or safety of a state employee or state customer.

WEM Grant Agreement 2026-HMEP-SEG-01-14554
Exhibit C – Special Conditions and Additional Monitoring

Grantee:	Dane County	Award Date:	December 19, 2025
Project Title:	Hazardous Materials Emergency Preparedness/Dane County FY 2025 Core & Specialized HazMat Tng		
Grant No.:	2026-HMEP-SEG-01-14554		

1. Minimum Enrollment

WEM requires a minimum enrollment of 15 people for each training class. Cross-discipline and cross-jurisdictional courses are encouraged to maximize the benefit-cost ratio.

If it appears there may be difficulty achieving the 15-person minimum requirement, the Project Director for the training grant must contact the Program Manager ten (10) business days prior to the start of the course. WEM staff will determine if the course will be posted on the Wisconsin Training portal or other digital media to recruit additional students.

Exceptions to the 15-person minimum requirement may be considered on a case-by-case basis and must be approved five (5) business days prior to the start of the training session.

If the 15-person minimum is not met and no exception has been granted, reimbursement may be prorated. The prorated amount reimbursable would be calculated at the course fee / 15 person minimum * number of people trained.

2. Roster

A roster is required for each class funded under this award. Upload the document into the Attachments section in the Egrants program report.

3. Evaluations

Class Evaluation forms or a summary of the Evaluation Forms (by personnel other than instructors) is required. Upload the documents into the Attachments section in the Egrants program report.