

# Dane County Contract Cover Sheet

Revised 01/2026

Res 321

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 FFY2025 Hazmat Exercise		
Contract Term	Signature of Award-June 30, 2026		
Contract Amount	\$5955.60		

Contract # Admin will assign	16122
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		
Phone #	608-266-9051		
Email	pintarro.darlene@danecounty.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)	<input type="checkbox"/> 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 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 type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Res #	321
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		Year

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

APPROVAL		APPROVAL – Contracts Exceeding \$100,000	
Dept. Head / Authorized Designee		Director of Administration	Corporation Counsel
Tubbs, Charles <small>Digitally signed by Tubbs, Charles Date: 2026.01.14 14:00:14 -06'00'</small>			

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 1/14/26	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Thursday, January 15, 2026 3:27 PM  
**To:** Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua  
**Cc:** Oby, Joe  
**Subject:** Contract #16123  
**Attachments:** 16123.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 1/15/2026 3:34 PM	Approve: 1/15/2026 3:34 PM
	Rogan, Megan	Read: 1/15/2026 3:42 PM	Approve: 1/15/2026 3:42 PM
	Gault, David	Read: 1/15/2026 4:06 PM	Approve: 1/15/2026 4:07 PM
	Cotillier, Joshua	Read: 1/16/2026 8:55 AM	Approve: 1/16/2026 8:56 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 #16123

Department: Emergency Management

Vendor: WI Dept of Military Affairs/Emergency Management

Contract Description: Accept Haz Mat Emergency Preparedness Grant for Haz Mat Exercises (Res 321)

Contract Term: 12/19/25 – 6/30/26

Contract Amount: \$5,955.60

*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.

2025 RES-321

**ACCEPTING HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP) GRANT  
DANE COUNTY FFY2025 HAZMAT EXERCISE**

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

The Department of Emergency Management, through Wisconsin Emergency Management submitted a grant request to conduct a HazMat tabletop exercise.

The County was awarded a total of \$5,955.60.

The grant funds will be utilized to contract with a professional to plan for and conduct a local emergency response tabletop exercise to test and evaluate emergency preparedness plans. The goal is aimed at increasing the county's effectiveness in safely and efficiently handling accidents and incidents related to the commercial transportation of hazardous materials within and throughout the county.

NOW, THEREFORE, BE IT RESOLVED that \$5,955.60 be set up as a newly created Emergency Management, Emergency Hazmat Division, FFY2025 HazMat TTX revenue, and be credited to the General Fund with an account number to be assigned by the Controller's Division upon passage of this resolution.

BE IT FURTHER RESOLVED that \$5,955.60 is transferred from the General Fund to a newly created Emergency Management, Emergency Hazmat Division, FFY2025 HazMat TTX expenditure account with an account number to be assigned by the Controller's Division upon passage of this resolution.

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



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 16, 2025

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

**RE: Hazardous Materials Emergency Preparedness/Dane County FFY2025 HazMat Exercise**  
**WEM Grant Number: 2025-HMEP-FED-08-14551**

Dear Charles Tubbs:

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 **\$5,955.60**. These funds represent the Federal share of project costs. WEM administers the funds on behalf of 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 and the federal assurances, Exhibit E of this packet. **Once signed, return one copy to WEM via email to [Anita.Smith@widma.gov](mailto: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,

Greg Engle, Administrator  
Wisconsin Emergency Management

**HMEP HazMat Exercise Grant FFY2025**  
**Hazardous Materials Emergency Preparedness/Dane County FFY2025 HazMat Exercise**  
**2025-HMEP-FED-08-14551**

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 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*
  - d. *Exhibit D, PHMSA Federal Grant Terms and Conditions*
  - e. *Exhibit E, Federal Assurances for Non-construction Programs*
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**

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

Authorized Representative

Name: Greg Engle

Title: WEM Administrator



Signature:

Date: 12/16/2025

**Grantee**

Dane County

Authorized Representative

Name: Melissa Agard

Title: Dane County Executive

Signature:

Date:

# WEM Grant Agreement 2025-HMEP-FED-08-14551

## Exhibit A – Approved Award

### **Funding Authorization Information**

Funding authorization: Hazardous Materials Emergency Preparedness (HMEP) funds from the Pipeline and Hazardous Materials Safety Administration (PHMSA) authorized by the U.S. Department of Transportation (DOT) under the Hazardous Materials Transportation Safety and Security Reauthorization Act of 2005.

Assistance Listing Number (ALN) or State Identification Number: **20.703**

Federal Award Identification Number (FAIN): **693JK32540074HMEP**

Federal Award Date: **September 30, 2025**

Funding Description: The federal award provides assistance to public sector employees through training and planning grants to States, Territories, and Native American tribes for emergency response. 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 and planning by incorporating the unique challenges of responses to transportation situations.

Notice of Funding Opportunity: **HMEP HazMat Exercise Grant FFY2025**

### **Approved Award Information**

Award date: December 16, 2025

Grantee: Dane County UEI: M7DYJMKQ9MH7  
Project Title: **Hazardous Materials Emergency Preparedness/Dane County FFY2025 HazMat Exercise**  
Grant Period: From January 1, 2026 To June 30, 2026  
Grant Number: 2025-HMEP-FED-08-14551 Award Amount: \$5,955.60  
Project Director: Charles Tubbs, Director; Dane County Emergency Management  
Project Summary: Conduct a local emergency response tabletop exercise to test and evaluate emergency preparedness plans. The goal is aimed at increasing the county's' effectiveness in safely and efficiently handling accidents and incidents related to the commercial transportation of hazardous materials within and throughout the county.

### **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		<u>\$5,955.60</u>
Other		
Indirect		
<b>Sum</b>		<b>\$5,955.60</b>
<b>TOTAL APPROVED BUDGET</b>		<b>\$5,955.60</b>

**WEM Grant Agreement 2025-HMEP-FED-08-14551**  
**Exhibit B – WEM Standard Terms and Conditions**

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**WEM Grant Agreement 2025-HMEP-FED-08-14551**  
**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.

**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:

- (i) Changes to key personnel.
- (ii) Changes to the grant period (submitted prior to the approved end date of the grant).
- (iii) Changes to the scope, objectives, performance measures, or intent of the approved award.
- (iv) 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 2025-HMEP-FED-08-14551**  
**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.

**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 2025-HMEP-FED-08-14551**  
**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:

- (a) *Exhibit D, Federal terms and conditions, if applicable,*
- (b) *The Agreement*
- (c) *Exhibit B, WEM Standard Terms and Conditions, to the Agreement*
- (d) *Exhibit A, Approved Award and application.*
- (e) *Exhibit C to the Agreement, Special Conditions and Additional Monitoring, if applicable.*

**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) Allows 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.

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**Exhibit C – Special Conditions and Additional Monitoring**

Grantee:	<b>Dane County</b>	Award Date: December 16, 2025
Project Title:	<b>Hazardous Materials Emergency Preparedness/Dane County FFY2025 HazMat Exercise</b>	
Grant No.:	<b>2025-HMEP-FED-08-14551</b>	

**1. HSEEP for Exercises**

All exercises must follow the exercise methodology as directed by the Homeland Security Exercise and Evaluation Program (HSEEP).

**2. Core Capabilities**

Select three (3) core capabilities that will be addressed. The exercise scenario must incorporate three of the following four core capabilities:

- Public Information and Warning
- Operational Coordination
- Public Health, Healthcare, and Emergency Medical Services
- Environmental Response/Health and Safety

**3. Hazmat Response Teams**

Applicants must consult with a state sponsored Type I and Type II hazmat response team to inform them of the exercise and discuss the appropriate level of team participation.

**4. Publications Acknowledgement**

All final reports or other documents must include the following statement: "Prepared by the (\_\_\_\_) County Local Emergency Planning Committee (LEPC) with funding assistance by the U. S. Department of Transportation, Hazardous Materials Emergency Preparedness (HMEP) planning sub-grant, administered by Wisconsin Emergency Management."

**5. After Action Report/Improvement Plan (AAR/IP)**

Reimbursement of costs will be contingent on submission of an AAR/IP document including exercise scope, core capabilities tested, and participant list. Upload the documents into Egrants in the Monitoring Section under Project Document Attachments.

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**Exhibit D – PHMSA Federal Grant Terms and Conditions**

## **1. Order of Precedence**

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved according to the following order of precedence:

- a) The Federal statute authorizing this award or any other Federal statutes, laws, regulations, or directives directly affecting performance of this award.
- a) Terms and Conditions of this award.

## **2. Applicable Federal Law and Regulations**

By entering into this agreement for a FY 2025 Hazardous Material Emergency Preparedness Grant, the Grantee assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to WEM and the Grantee. The applicable provisions to this agreement include, but are not limited to, the following:

### **General Federal Legislation**

- a) Hatch Act - 5 U.S.C. §§ 1501, et seq., but see 49 U.S.C. § 5323(l)(2)
- b) Age Discrimination Act of 1975 - 42 U.S.C. §§ 6101, et seq.
- c) American Indian Religious Freedom Act, Pub. L. No. 95-341, as amended
- d) Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101, et seq.
- e) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. No. 91-616, as amended - 42 U.S.C. §§ 4541, et seq.
- f) Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
- g) Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.
- h) National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.
- i) Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
- j) Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101, et seq.
- k) Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. § 1681 through § 1683, and § 1685 through § 1687
- l) Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- m) Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d et seq.
- n) Title IX of the Federal Property and Administrative Services Act of 1949 - 40 U.S.C. §§ 1101 -1104, 541, et seq.
- o) Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- p) Freedom of Information Act - 5 U.S.C. § 552, as amended
- q) Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303 and 23 U.S.C. § 138
- r) The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. No. 109-282, as amended by section 6202 of Pub. L. No. 110-252)
- s) Cargo Preference Act of 1954 – 46 U.S.C. § 55305
- t) Build America, Buy America Act, Pub. L. No. 117-58, div. G §§ 70901–70927
- u) Bringing in and harboring certain aliens – 8 U.S.C. 1324
- v) Aiding or assisting certain aliens to enter – 8 U.S.C. 1327

### **Executive Orders**

- a) Executive Order 11990 – Protection of Wetlands
- b) Executive Order 12372 – Intergovernmental Review of Federal Programs
- c) Executive Order 12549 – Debarment and Suspension
- d) Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
- e) Executive Order 14025 – Worker Organizing and Empowerment
- f) Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
- g) Executive Order 14154, Unleashing American Energy
- h) Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
- i) Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j) Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

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**General Federal Regulations**

- a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 CFR Parts 200, 1201
- b) Non-procurement Suspension and Debarment – 2 CFR Parts 180, 1200
- c) Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 CFR Parts 60, et seq.
- d) New Restrictions on Lobbying – 49 CFR Part 20
- e) Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 CFR Part 21, including any amendments thereto
- f) Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25
- g) Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR Part 27
- h) Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
- i) Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
- j) DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 CFR Parts 37 and 38
- k) Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 CFR Part 26 (as applicable under section 12 of this agreement), including any amendments thereto
- l) National Environmental Policy Act implementing regulations – 40 CFR 1500 – 1508.

Specific assurances required to be included in the FY 2025 Hazardous Material Emergency Preparedness Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

**3. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)**

The Grantee must comply with these requirements including the cost principles which apply to the recipient, and the audit requirements the recipient must follow. A Grantee who expends \$1,000,000 or more of federal funds, in the recipient's fiscal year, must have an audit conducted. 2 CFR 200 is incorporated by reference into this award.

**4. Federal Law and Public Policy Requirements.**

- a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- b) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit- Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
- c) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit- Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.
- d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

**5. Restrictions on Use of Funds for Lobbying, Support of Litigation, or Direct Advocacy costs associated with obtaining Federal assistance awards.**

The Grantee and its contractors may not use grant funds for lobbying in direct support of litigation, or in direct advocacy for, or against, a pipeline construction or expansion project. The Grantee and its contractors may not conduct political lobbying, as defined in the statutes, regulations, and 2 CFR 200.450 – "Lobbying," within the Federally-supported project. The Grantee and its contractors may not use Federal funds for lobbying specifically to obtain grants and cooperative agreements. The Grantee and its contractors must comply with 49 CFR 20, U.S. Department of Transportation "New Restrictions

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on Lobbying.” 49 CFR 20 is incorporated by reference into this award.

**6. Nondiscrimination**

The Grantee must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, be subject to discrimination under any program or activity receiving Federal financial assistance. The Grantee must comply with 49 CFR 21, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation— Effectuation of Title VI of the Civil Rights Act of 1964.” 49 CFR 21 is incorporated by reference into this award.

**7. Drug-Free Workplace**

The Grantee must comply with the provisions of Public Law 100-690, Title V, Subtitle D, “Drug- Free Workplace Act of 1988,” which require the Recipient to take steps to provide a drug-free workplace. The Recipient must comply with 49 CFR 32, “Government-wide Requirements for Drug Free Workplace (Financial Assistance)” which is incorporated by reference into this award.

**8. Small and Disadvantaged Business Requirements**

The Grantee shall expend those funds in compliance with the requirements at 2 CFR 200.321, including any amendments thereto.

**9. Seat Belt Use Policies and Programs**

In accordance with Executive Order 13043, the Grantee is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA’s website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President’s goal of 85 percent seat belt use. NETS can be contacted at 1-888-221- 0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

**10. Rights in Technical Data**

Rights to intangible property under this agreement are governed in accordance with 2 CFR 200.315 “Intangible Property.”

**11. Reporting Fraud, Waste, or Abuse**

The DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous.

The number is: (800) 424-9071.

Email: [hotline@oig.dot.gov](mailto:hotline@oig.dot.gov)

Web: <http://www.oig.dot.gov/Hotline>

The mailing address is:

DOT Inspector General Hotline

1200 New Jersey Ave SE West Bldg. 7th Floor Washington, DC 20590

**12. Ban on Text Messaging While Driving**

a) Definitions. The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

“Driving”- means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

“Text messaging” --- means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or

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electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, financial assistance recipients and subrecipients of grants and cooperative agreements are encouraged to:

- 1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving--
  - i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
  - ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- 2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as--
  - i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b) Assistance Awards. All recipients and subrecipients of financial assistance to include: grants, cooperative agreements, loans and other types of assistance, shall insert the substance of this clause, including this paragraph (c), in all assistance awards.

**13. Combating Trafficking in Persons (PHMSA May 2024)**

PHMSA may terminate grants, cooperative agreements, or take any of the other remedial actions authorized under 22 U.S.C. 7104(g), without penalty, if the grantee or any subgrantee, engages in, or uses labor recruiters, brokers, or other agents who engage in-

- a) severe forms of trafficking in persons;
- b) the procurement of a commercial sex act during the period of time that the grant, or cooperative agreement is in effect;
- c) the use of forced labor in the performance of the grant or cooperative agreement; or
- d) acts that directly support or advance trafficking in persons, including the following acts:
  - i) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents.
  - ii) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless-
    - 1) exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, or cooperative agreement; or
    - 2) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
  - iii) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.
  - iv) Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.
  - v) Providing or arranging housing that fails to meet the host country housing and safety standards.

**14. 811, Call Before You Dig Program (PHMSA May 2024)**

Damage to pipelines during excavation is a leading cause of accidents resulting in serious injuries and fatalities, but these accidents are preventable, and you can help in preventing them. 811 is designated as the national call-before-you-dig number. Every state has a one-call law requiring excavators to have underground utilities marked before digging. The recipient is encouraged to adopt the "811, Call Before You Dig" program for its employees and contractors when digging on company-owned, leased, or personally owned property. For information on how to implement such a program please visit the 811 – Call Before You Dig section of Pipeline and Hazardous Materials Safety Administration's (PHMSA's) website at [www.phmsa.dot.gov](http://www.phmsa.dot.gov).

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**15. Access to Electronic and Information Technology (PHMSA May 2024)**

Each Electronic and Information Technology (EIT) product or service, furnished under this award, must be in compliance with the Electronic and Information Technology Accessibility Standard (36 CFR 1194), which implements Section 508 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794d. The PHMSA Office of Civil Rights will respond to any questions and will certify Section 508 compliance for the requirement. You can reach the PHMSA Office of Civil Rights at [phmsa.civilrights@dot.gov](mailto:phmsa.civilrights@dot.gov), or 202-366-9638.

**16. Prohibition on Awarding to Entities that Require Certain Internal Confidentiality Agreements (PHMSA FEB 2015)**

- a) The Grantee shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- b) The Grantee shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered herein are no longer in effect.
- c) The prohibition in paragraph (a) above does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- d) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (P.L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Grantee is not in compliance with the provisions herein. The Government may seek any available remedies in the event the Grantee fails to comply with the provisions herein.

**17. Copyrights**

PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes:

- a) The copyright in any work developed under a grant, sub award, or contract under a grant or sub award; and
- b) Any rights of copyright to which a recipient, sub-recipient, or contractor purchases ownership with grant support.

**18. American Materials Required (PHMSA MAY 2024)**

If articles, materials, or supplies, are required: Per 41 USC 8302, only unmanufactured articles, materials, and supplies, that have been mined or produced in the United States, and only manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies minded, produced, or manufactured in the United States, shall be acquired under this award unless PHMSA determines their acquisition to be inconsistent with the public interest of their cost to be unreasonable. This requirement does not apply:

- a) to articles, materials, or supplies for use outside the United States;
- b) if articles, materials, or supplies of the class or kind to be used, or the articles, materials, or supplies from which they are manufactured, are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and
- c) to manufactured articles, materials, or supplies procured under any contract with an award value that is not more than the micro-purchase threshold.

**19. Reporting Grantee Executive Compensation/First Tier Sub-Awards (PHMSA May 2024)**

- a) **Definitions.** As used in this provision:

“Executive” means an officer or any other employee in a management position.

“First-tier sub-award” means an award issued directly by the prime Awardee (WEM) to a sub-awardee (the Grantee) to provide support for the performance of any portion of the substantive project or program for which the award was received. A sub-award includes an agreement that the prime Awardee or a sub-awardee considers a contract.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Awardee’s preceding fiscal year and includes all items of compensation as prescribed in 17 CFR 229.402(c)(2)).

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- b) **System for Award Management (SAM).** As a Grantee you are required to register in the System for Award Management (SAM) at: <https://www.sam.gov>
- c) **Notification to Sub-Awardees.** Awardees are required to report information on sub- awards. The law requires all reported information be made public; therefore, the Awardee is responsible for notifying its sub-awardees that the required information will be made public.
- d) **Reporting of First-Tier Sub-Awards.** By the end of the month following the month of award of a first-tier sub-award with a value of \$25,000 or more, the Awardee shall report the information below at <http://www.frsr.gov> for each first-tier sub-award. (The Awardee shall follow the instructions at <http://www.frsr.gov> to report the data.) If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to report subcontractor awards. If a sub- awardee, in the previous tax year had gross income from all sources under \$300,000, the Awardee does not need to report awards made to that sub-awardee.
  - i) *Unique Entity Identifier (The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov) for the sub-awardee receiving the award, and for the sub-awardee's parent company, if the sub-awardee has a parent company.*
  - ii) *Name of the sub-awardee.*
  - iii) *Amount of the sub-award.*
  - iv) *Date of the sub-award.*
  - v) *A description of the effort being provided under the sub-award, including the overall purpose and expected outcome or result of the sub-award.*
  - vi) *Sub-award number (assigned by the Awardee).*
  - vii) *Sub-awardee's physical address including street address, city, state, country, 9-digit zip code, and congressional district.*
  - viii) *Sub-awardee's primary performance location including street address, city, state, country, 9-digit zip code, and congressional district.*
  - ix) *The prime award number (assigned by PHMSA)*
  - x) *Awarding agency name. (PHMSA)*
  - xi) *Funding agency name. (PHMSA)*
  - xii) *Government awarding office code. (56)*
  - xiii) *Treasury account symbol (TAS) as reported in Federal Assistance Award Data System.*
  - xiv) *The applicable North American Industry Classification System (NAICS) code.*
- g) **Reporting Executive Compensation of Sub-Awardees.** If a sub-awardee, in the previous tax year had gross income from all sources under \$300,000, the Awardee does not need to report the executive compensation of that sub-awardee. By the end of the month following the month of a first-tier sub-award with a value of \$25,000 or more, and annually thereafter, the Awardee shall report the names and total compensation of each of the five most highly compensated executives for each first-tier sub- awardee for the sub-awardee's preceding completed fiscal year at <http://www.frsr.gov>, if in the sub-awardee's preceding fiscal year, the sub-awardee received:
  - i) *80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and*
  - ii) *\$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and*
  - iii) *The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execcomp.htm>.)*

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**Exhibit E - Federal Assurances for Non-Construction Programs**

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

<ol style="list-style-type: none"><li>1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.</li><li>2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.</li><li>3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.</li><li>4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.</li><li>5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).</li><li>6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), which prohibits discrimination on the basis of sex; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.</li><li>7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.</li><li>8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.</li></ol>	
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**WEM Grant Agreement 2025-HMEP-FED-08-14551**  
**Exhibit E - Federal Assurances for Non-Construction Programs**

<p>9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.</p> <p>10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.</p> <p>11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).</p>	<p>12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.</p> <p>13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).</p> <p>14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.</p> <p>15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.</p> <p>16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.</p> <p>17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.</p> <p>18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.</p>
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<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p>	<p>TITLE</p> <p><b>Dane County Executive</b></p>
<p>APPLICANT ORGANIZATION</p> <p><b>Dane County Emergency Management</b></p>	<p>DATE SUBMITTED</p>