

NOTICE OF MEETING

LAW COMMITTEE

April 5, 2023 - 4:00 PM

Law Enforcement Center
525 North 6th Street
Sheboygan, WI 53081

LEC-West Conference Room

To Join the Meeting Remotely:

Dial: +1 636-452-0229
Enter PIN: 587 225 471#

Members of the Committee may be appearing remotely. Persons wanting to observe the meeting may come to the Law Enforcement Center or listen remotely.

Agenda

- Call to order
- Pledge of Allegiance
- Certification of Compliance with Open Meeting Law
- Approval of Minutes
- Correspondences/Communications

Clerk of Circuit Court

- Consideration of Vacant Position Request (VPR) for Lead Court Clerk

Sheriff

- Sheriff's Report
(The Sheriff's Report is a summary of key activities. No action will be taken by the Law Committee resulting from the report, unless it is a specific item on the agenda.)
- Consideration of Vacant Position Request (VPR) for Administrative Assistant
- Discussion on benefit time payouts to employees
- Discussion on Public Health Vending Machines Grant
- Consideration of HazMat Response System Services Agreement
- Consideration of the appointment of Tom Hass, representing First Responders, to the EMS Council
- Consideration of the appointment of Tom Hass, representing hospitals, to the Local Emergency Planning Committee (LEPC)
- Consideration of the appointment of Katrina Gilbank, representing Local Environmental Groups, to the Local Emergency Planning Committee (LEPC)

- Consideration of approving vouchers
- Consideration of attendance of members at other meetings or functions
- Adjourn

Prepared by:
Jodi LeMahieu
Recording Secretary

Gerald Jorgensen
Committee Chairman

Note: persons with disabilities needing assistance to attend or participate are asked to notify Jodi LeMahieu, 459-3895, prior to the meeting so that accommodations may be arranged.

A majority of the members of the County Board of Supervisors or of any of its committees may be present at this meeting to listen, observe and participate. If a majority of any such body is present, their presence constitutes a "meeting" under the Open Meeting Law as interpreted in State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553 (1993), even though the visiting body will take no action at this meeting.

SHEBOYGAN COUNTY LAW COMMITTEE MINUTES

Detention Center Conference Room
2923 S. 31st St.
Sheboygan, WI 53081

March 1, 2023

Called to Order: 4:00 PM

Adjourned: 4:52

MEMBERS PRESENT: **In Person:** Chairman Gerald Jorgensen, Vice Chairman Paul Gruber, Secretary Wendy Schobert, Member Carl Nonhof

MEMBERS ABSENT: Jacob Immel

ALSO PRESENT: Chad Broeren, Patrick Bricco, Cory Roeseler

Call to Order

Chairman Jorgensen called the meeting to order.

Pledge of Allegiance

All in attendance recited the Pledge of Allegiance.

Certification of Compliance with Open Meeting Law

The meeting notice was posted on February 28, 2023 at 11:35 a.m. in compliance with the open meeting law.

Approval of Minutes

Motion by Schobert, second by Gruber, to approve the minutes from the previous meeting. Motion carried with no negative votes.

Correspondences/Communications

There were no correspondences/communications.

Sheriff

Sheriff Roeseler gave an update on department staffing.

Motion by Gruber, second by Nonhof, to approve changing overtime rules on holidays worked for Corrections and Communications. Motion carried with no negative votes.

Motion by Nonhof, second by Gruber, to approve Sheboygan County Resolution Number _____ Authorizing Offer to Purchase the Land for Sheboygan County's Public Safety Radio Tower. Motion carried with no negative votes.

Motion by Nonhof, second by Schobert, to approve the EMS Council Annual Report. Motion carried with no negative votes.

Motion by Schobert, second by Gruber, to approve the updates to the Sheboygan County EMS Plan. Motion carried with no negative votes.

The Fourth Quarter Variance Report was accepted for informational purposes.

Motion by Nonhof, second by Gruber, to approve paying the Callyo invoice and the Sirchie invoice using MEG Unit State Drug Forfeiture funds. Motion carried with no negative votes.

Vouchers

Motion by Schobert, second by Nonhof, to approve the vouchers. Motion carried with no negative votes.

Approval of Attendance at Other Meetings or Functions

There were no requests for approval of attendance at other meetings or functions.

Adjournment

Motion by Schobert, second by Nonhof, to adjourn. Motion carried with no negative votes.

Jodi LeMahieu
Recording Secretary

Wendy Schobert
Committee Secretary



Sheboygan County

VACANT POSITION REQUEST

(To be completed for all vacant positions)

Date: 3/15/2023
To: Law Committee Members
From: Christine Koenig

Position Request:

Position: Lead Court Clerk
Reason for Vacancy: Lead Court Clerk transferred to a Judicial Assistant Position

Justification:

The Lead Court Clerk position provides a valuable resource to all staff members who seek guidance in the many processes of this office and in the courtroom. The person in this position will be knowledgeable in all court proceedings, they will have a complete understanding of the processes of this office and will provide detailed training to all new staff members. Additionally, this position will ensure that all staff is kept apprised of all changes in the processes and procedures of this office.

Requesting approval to fill any vacated positions from domino effect of internal hires.

Staffing Consideration:

Department has considered all alternate options as it relates to overall staff needs? Yes ☒ No ☐

Budget Consideration:

Is this position within the Department's annual operation budget? Yes ☒ No ☐
If not, please state the amount over budget as well as the proposed source of funds: [Click here to enter text.](#)

Costs:

The annual costs associated with the position (current year's wage & benefit rates):

Wages	Benefits	Total
\$48,818.	\$33,352.	\$82,170.

(Note: Costs for health and dental benefits should be net costs, after subtracting revenue from employee contributions.)

County Administrator/Department Head Signature Christine Koenig Date: 3.15.23
Human Resources Director Signature Alayne Krause Date: 3/15/2023
Liaison Committee Signature _____ Date: _____
Human Resources Committee Signature _____ Date: _____

Form Process:

1. County Administrator/Department Head completes VPR.
2. County Administrator/Department Head refers to Human Resources Director for approval.
3. County Administrator/Department Head presents VPR to Liaison Committee for approval/signature.
4. County Administrator/Department Head forwards VPR to HR for Human Resources Committee approval/signature (Salaried Positions Only.)
5. HR begins recruitment process.



Sheboygan County VACANT POSITION REQUEST

(To be completed for all vacant positions during Hiring Freeze)

Date: 4/5/2023
To: Law Committee Members
From: Sheriff Cory Roeseler & Inspector Chad Broeren

Position Request:

Position: Administrative Assistant – Secretary I

Reason for Vacancy: LTE Administrative Assistant – Secretary I will be offered full-time status

Justification: This position is responsible for receptionist duties at the reception desk and medical area of the Adult Detention Center during normal business hours. Secretary I's will log all visitors to the Adult Detention Center, log medications and/or items dropped off for inmates, and notify the Alternatives to Incarceration Unit when inmates are checking in.

Staffing Consideration:

Department has considered all alternate options as it relates to overall staff needs? Yes ☒ No ☐

Budget Consideration:

Is this position within the Department's annual operation budget? Yes ☒ No ☐

If not, please state the amount over budget as well as the proposed source of funds: N/A

Costs:

The annual costs associated with the position (current year's wage & benefit rates):

Wages	Benefits	Total
\$36,400	\$31,572	\$67,972

(Note: Costs for health and dental benefits should be net costs, after subtracting revenue from employee contributions.)

Department Head Signature Chad Broeren Date: 3/02/2023
Human Resources Director Signature Alayne Krause Date: 3/6/2023
Liaison Committee Signature _____ Date: _____
Human Resources Committee Signature N/A Date: _____



WISCONSIN DEPARTMENT
of HEALTH SERVICES

Request for Applications - Public Health Vending Machines

Request for Applications - Public Health Vending Machines

Summary

This memo outlines a request for applications from syringe service providers and/or municipal, county, or tribal agencies (including, but not limited to health and human services, social services, and law enforcement) to purchase, install, and operate public health vending machines in Wisconsin. The deadline to apply for this funding opportunity is 11:59 p.m. on April 21, 2023. This funding announcement and copy of the application can be found on the Public Notices website <https://publicnotices.wisconsin.gov/NoticeView.asp?Inid=153745.2>

Background

In early 2022, the Wisconsin Department of Justice announced final approval of an agreement with the nation's three major pharmaceutical distributors (Cardinal, McKesson, and AmerisourceBergen) and Johnson & Johnson. On September 8, 2022, the Joint Committee on Finance of the Wisconsin state legislature approved a [plan](#) for expenditure of the portion of the 2022 settlement funds allocated to Wisconsin Department of Health Services (DHS) by 2021 Wisconsin Act 57. The approved plan directs DHS to expand the Narcan® Direct Program and establish and fund a program to distribute fentanyl testing strips. DHS is utilizing Public Health Vending Machines to expand both harm reduction efforts in Wisconsin.

Public Health Vending Machines (PHVMs) provide Wisconsin a new, innovative opportunity to protect and promote the health and safety of people who use drugs. Many Wisconsinites do not seek assistance or services for their drug use due to a fear of being recognized, shamed, judged, and arrested. PHVMs, also referred to as harm reduction vending machines, act as a safe haven for people to obtain no-cost, stigma-free preventative health and wellness services. They provide the opportunity for discrete, confidential access to harm reduction tools. Early evaluation efforts are already demonstrating the machines as effective in engaging young people who use drugs and have not previously engaged in harm reduction or recovery services. These machines also increase access to public health and wellness supplies outside of traditional service providers' hours of operation and in locations previously not providing harm reduction tools. PHVMs are practical and require less resources than a brick-and-mortar based program with paid staff. PHVMs provide people with the resources they need, where they need them, when they need them, and without judgment or shame.

The goals of Wisconsin's PHVM initiative include:

- Reduce overdoses and overdose deaths and improve the quality of life for people who use drugs by increasing low barrier access to naloxone and other public health and wellness

supplies. Low barrier access, for the purpose of this memo, is providing free supplies with easily understandable messaging available in multiple languages.

- Reach and engage communities, both geographic and demographic, disproportionately impacted by overdose.
- Avoid/reduce the cost of operating a brick-and-mortar location.
- Reduce stigma related to substance use.

Priority populations for this funding opportunity:

- People not connected to harm reduction services, potentially due to the stigma associated with these services.
- Communities, both geographic and demographic, disproportionately burdened by the overdose epidemic.
- People who are most likely to witness or experience an overdose.

Interested applicants may benefit from some of the national resources available to support PHVM efforts. These resources are not endorsed by DHS, nor is it intended to be an all-inclusive list. Utilization of these resources is not required for this funding opportunity.

- [Readiness Assessment for Harm Reduction Vending Machines: A Decision-Making Tool for Organizations and Communities](#): When considering a strategy like public health vending machines it is critical to understand community context and to get buy-in from staff, key community stakeholders, partners, and program participants. To help with this, Bloomberg American Health Initiative fellows, under the guidance of Dr. Susan Sherman, created a readiness toolkit to support agencies, community-based organizations, and advocacy groups to make informed decisions about the use of public health vending machines in their communities.
- Public Health Vending Machine Collaborative: A group open to organizations at any stage of vending machine implementation which receives formal support from the Southern Nevada Health District. Members need not be Nevada-based. Interested parties may email johnsonjes@snhd.org for more information or to join.

DHS is providing applicants with the opportunity to apply for the PHVM packages listed below. Applicants may apply for more than one package. DHS intends to award a minimum of 30 packages, with a minimum of seven awarded to law enforcement agencies.

1. **Outdoor PHVM Package:** \$55,000 per package. Funding will be used to directly purchase the PHVM, Narcan®/naloxone, and fentanyl test strip supplies. Outdoor machines are temperature controlled and more costly.
2. **Indoor PHVM package:** \$50,000 per package. Funding will be used to directly purchase the PHVM, Narcan®/naloxone, and fentanyl test strip supplies. Indoor machines do not need temperature controls and are less costly.
3. **PHVM Supply Package:** \$45,000 per package. This option would be for applicants who already secured a PHVM and just require Narcan®/naloxone and fentanyl test strip supplies for the machine.

Eligibility for funding

Eligible applicants are syringe service providers and/or municipal, county, or tribal agencies (including, but not limited to health and human services, social services, and law enforcement).

Funding terms and conditions

- Applicants can apply for more than one PHVM package.
- Funding can be used to purchase and set up the vending machine(s), supplies to operate the machine (i.e., a card machine and plastic cards to create PHVM access cards, if using this type of machine), and insurance. Funding can be used to purchase limited harm reduction supplies: injectable naloxone and administration syringe, nasal Narcan®, and fentanyl test strip supplies (including fentanyl test strips, testing tins, sterile water, micro scoops). Funding is also allowed for packaging items for placement in the machine and for printing resource and promotional materials. Funding is not allowed for increasing staff capacity, office supplies, rent, or activities outside the scope of this funding opportunity.
- Successful applicants may place other health and wellness items (medication lock boxes, CPR breathing masks, safer sex supplies, etc.) in the PHVM, if they are supported outside of this funding opportunity.
- Agencies and providers currently enrolled in Wisconsin's Narcan® Direct Program (NDP) and/or Fentanyl Test Strip Program are eligible to apply for this opportunity. Applicants do not need to be enrolled in either program to be eligible to apply for this opportunity.
- Awarded applicants who currently are not enrolled in Wisconsin's NDP and/or Fentanyl Test Strip Program will not be enrolled in these programs through this funding opportunity. DHS encourages successful applicants to work with the local NDP and Fentanyl Test Strip Program agencies to ensure sustainability of the PHVM beyond this funding opportunity.
- The contract period will be **July 1, 2023 - June 30, 2024.**
- Applicants should plan and budget for one year of funding. Carryover of funds into a second year may be possible based on the availability of funds and vendor performance. If additional funding becomes available, successful applicants may receive additional funding for implementation of their plan after the first year.
- DHS may negotiate the terms of the contract, including the award amount, with the selected applicant(s) prior to entering into a contract. If contract negotiations cannot be concluded successfully with a recommended applicant, DHS may terminate contract negotiations with that applicant.
- The contracts resulting from this request for applications will be between DHS and the awarded applicant(s). Grantees using subcontractors will be responsible for ensuring subcontractors abide by all terms and conditions of the grant.
- There is no match requirement for this grant.
- Selected applicants must follow all reporting requirements as defined by DHS. Quarterly reporting requirements will include, at a minimum, a summary of expenditures, number of supplies distributed through the PHVM(s), and an account of program accomplishments or other relevant metrics resulting from awarded funds.

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CONTRACT FOR WISCONSIN HAZARDOUS MATERIALS RESPONSE SYSTEM SERVICES

JULY 1, 2023, THROUGH JUNE 30, 2025

Between

STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT

And

LIST OTHER PARTIES

INSERT REGION WISCONSIN HAZARDOUS MATERIALS TASKFORCE



CONTRACT FOR WISCONSIN HAZARDOUS MATERIALS RESPONSE SYSTEM SERVICES

1.0 General Contract Information

- 1.1 **Parties:** This contract is between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management on the one hand and **INSERT OTHER PARTY NAMES** also collectively referred to as the Northeast Wisconsin Hazardous Materials Taskforce on the other for the provision of Wisconsin Hazardous Materials Response System services as described herein and authorized under 1991 Wisconsin Act 104, as codified in §323.70 of the Wisconsin Statutes and as further amended.

1.2 Recitals:

WHEREAS to protect life and property against the dangers of emergencies involving Level A releases, the Division may assign and make available for use in any county, city, village, or town a hazardous materials response system.

WHEREAS the Division desires to enter into this Agreement to establish Contractor as part of the Wisconsin Hazardous Materials Response System, and Contractor desires to be so designated and to enter into this Agreement.

HOWEVER, the parties expressly recognize and attest by this Agreement that neither party intends to create or assume fiduciary or other responsibilities to provide for the containment, cleanup, repair, restoration and investigation of the environment (air, land and water) in a hazardous materials incident, which named responsibilities are and shall remain the sole obligations of the Wisconsin Department of Natural Resources under Wis. Stat. §§292.11 and 323.60(4).

- 1.3 **Contract Term:** This Agreement runs for two years, commencing July 1, 2023, and ending on June 30, 2025.
- 1.4 **Quarterly Basis:** Certain actions are to be taken on a quarterly basis. For the purposes of this Agreement, the quarters are as follows:

First quarter:	July 1 through September 30
Second quarter:	October 1 through December 31
Third quarter:	January 1 through March 31
Fourth quarter:	April 1 through June 30

2.0 Definitions: The following definitions are used throughout this Agreement:

Agreement means this Contract, together with the Exhibits. Exhibits include the following:

Exhibit A	Standard Terms and Conditions (Request for Bids/Proposals) DOA-3054 Form
Exhibit B	INSERT REGION Wisconsin Hazardous Materials Taskforce Budget
Exhibit C	Map of Wisconsin Hazardous Materials Response System
Exhibit D	Certificate of Protection in Lieu of an Insurance Policy, as applicable.

State means the State of Wisconsin.

Department means the State of Wisconsin Department of Military Affairs.

Division means the Division of Emergency Management.

Contractor means LIST GOVERNMENTAL PARTIES, also collectively referred to as the INSERT REGION Wisconsin Hazardous Materials Taskforce, by which hazardous materials response service or services to Level A releases will be performed under this Agreement.

Emergency means a situation that affects or presents an imminent risk to public health, safety and/or the environment.

Wisconsin Hazardous Materials Taskforce means one of four (4) Taskforces located throughout the State and comprised of Type I, Type II, and Type III hazardous materials teams.

Incident means any actual or imminent threat of release, rupture, fire or accident that results or has the potential to result, in the loss or escape of a hazardous material into the environment.

Level A Release means a release that meets the specifications under Wis. Stat. §323.02(11) of the Wisconsin Statutes.

Type I Hazardous Materials Team includes all Type II and Type III Level A release response capabilities, plus the self-sufficient ability to make entry to and the capability to respond to Weapons of Mass Destruction (WMD) and Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) incidents.

Type II Hazardous Materials Team includes all Type III Level A release response capabilities plus the analysis of unknown substances and the capability to make

entry to an unknown substance response with the proper number of personnel.

Type III Hazardous Materials Team includes response capabilities to all known chemicals and fuels plus the ability to perform mitigation operations and the capability to make entry for Level A releases and known substances with the proper number of personnel.

Wisconsin Hazardous Materials Response System means the four (4) tiered hazardous materials taskforces comprised of fire departments chosen by the Division to provide Level A hazardous materials response that meets the standards under 29 CFR 1910.120 and/or 29 CFR 1910.134(f), NFPA 472 and 1582, IS 700, ICS 100, 200, 300 and 400, and Wisconsin Firefighter 1.

3.0 Statement of Work

- 3.1 **Services to be provided by Contractor:** During the term of this Agreement, the Contractor agrees to provide hazardous materials response system services to Level A releases through the use of designated Type I, Type II, and Type III Hazardous Materials Teams making up four (4) Taskforce areas throughout the State of Wisconsin as described in Exhibit C, attached hereto and incorporated by reference herein. This Agreement does not include response to Type IV incidents which are locally defined and handled by the authority having jurisdiction.

Contractor's response activities under this Agreement shall be limited to emergency operations relating to hazardous material incidents, reporting and documentation of activities arising from hazardous materials releases/incidents which threaten life, property and/or the environment. Contractor shall not provide under this Agreement any services with respect to the sampling, testing, analysis, treatment, removal, remediation, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal of hazardous materials except as these may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident, as determined by the Contractor.

Contractor shall establish safety perimeters at or near sites and vessels. Contractor shall not be required to locate underground utilities, ensure appropriate traffic control services, conduct hydrological investigations and analysis, or provide testing, removal and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched.

The Division and Contractor make no representations to third parties with regard to the ultimate outcome of the services to be provided under this Agreement, but Contractor shall respond to the best of its abilities, subject to the terms of this Agreement.

- 3.2 **Performance Conditions:** Contractor acknowledges that prior to undertaking any emergency response activity under this Agreement, Contractor shall receive written approval from the Division to proceed with response activities. A Contractor that has previously been providing services under a regional hazardous materials response system agreement with the Division is considered to have received written approval to proceed with response activities. Division approval shall be conditioned upon the Contractor demonstrating to the Division that its employees, equipment and vehicles meet or exceed applicable regulatory requirements.
- 3.3 **Personnel:** Contractor shall provide an adequate number of trained, medically monitored, competent, and supervised personnel as established by the Division and as is reasonably necessary to operate within the safety levels of the Wisconsin Hazardous Materials Response System. Contractor shall meet the standards under 29 CFR 1910.120 and/or 29 CFR 1910.134(f), NFPA 471, 472 and 1582, IS 700, ICS 100, 200, 300 and 400, and Wisconsin Firefighter 1 certification.
- 3.4 **Vehicles and Equipment:** Contractor shall limit its activities to that which can be safely accomplished within the technical limitations of the available vehicles and equipment. Contractor may use equipment and vehicles provided by the Division for Contractor's local use, except as follows. Contractor agrees that in the event of multiple responses, said equipment that is already not committed to a prior response shall be used on a priority basis to respond to a hazardous materials release. Contractor shall provide the Division with a current listing of its equipment assets including the manufacturer, date of purchase, and calibration requirements within 30 days after this Agreement is fully executed and annually thereafter.
- 3.5 **Vehicle and Equipment Use Limitations:** This Agreement in no way limits the Contractor from responding with Division-provided vehicles, equipment, and supplies under local authority, mutual aid agreements, or other contracts under local authority.
- 3.6 **Response Procedures and Limitations:** Contractor recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Contractor agrees that if local fire response obligations in Contractor's own jurisdiction create limits or unavailable resources, Contractor will seek aid from local jurisdictions to assist in local fire response obligations in Contractor's own jurisdiction.

Contractor's obligation to provide services hereunder shall arise, with respect to specific response actions, upon receipt of an emergency response request pursuant to mutually approved Standard Operating Guidelines provided in Subsection 3.8. These guidelines will be maintained in a mutual aid support system that will be used to assess readiness.

- 3.7 **Right of Refusal:** If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Contractor because Contractor's resources are otherwise inadequate or unavailable and mutual aid is unavailable for a hazardous materials response within the State, then, if notice has been provided to the Division, the Contractor may decline a request for hazardous material response system services.
- 3.8 **Standard Operating Guidelines:** Contractor and Division agree that hazardous materials response system operations will be conducted in accordance with Wisconsin Hazardous Materials Response System Operations Plan, and "Call Out Procedure" that will be mutually approved by the parties to this Agreement.
- 3.9 **Mutual Aid Box Alarm System (MABAS):** Contractor is highly encouraged to participate in the MABAS-WI program. At a minimum and absent MABAS-WI participation, Contractor will be qualified and credentialed under all NIMS standards for hazardous materials.
- 3.10 **Standardized Equipment Reports:** In order to prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall require standardized equipment purchases and inventory for the Wisconsin Hazardous Materials Response System. Contractor shall update, on an annual basis, the Standardized Equipment that provides a current inventory of all hazardous materials equipment assets including but not limited to the manufacturer, date of purchase, and calibration requirements. The Contractor will input equipment inventory on the Division's secure ImageTrend Elite website, <https://wisconsinfire.imagetrendelite.com/elite/organizationwisconsinfire/> or equivalent. The annual Equipment Inventory shall be updated after January 1, or when new equipment is added during the calendar year. Failure to submit timely Equipment Inventory may result in the withholding of quarterly Annual Allocation payments provided for under this Agreement.
- 3.11 **Operating Expenditure Reports:** In order to prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall collect standardized operating expenditure information from Contractor including but not limited to wages and stipend costs. Contractor shall provide the Division, on a quarterly basis, with an Operating Expenditure Report that provides a current listing of its hazardous materials team operating expenditures on an electronic spreadsheet developed by the Division. The Division will input Contractor's operating expenditures on the Division's secure WebEOC website located at wi.webeocasp.com, or equivalent. The quarterly Operating Expenditure Reports shall be provided to the Division no later than thirty (30) days after the end of each quarter. Failure to submit timely Operating Expenditure Reports may result in the withholding of quarterly payments under this Agreement until such report is received.

- 3.12 **Hazardous Materials Incident Reporting:** To prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall collect accurate, actual, and standardized hazardous materials assist and response data. Further, Contractor shall report all hazardous materials incidents (local/county or State) on the Division's secure ImageTrend Elite website, <https://wisconsinfire.imagetrendelite.com/elite/organizationwisconsinfire/> or equivalent. The Hazardous Materials Incident Report shall be completed and submitted no later than five (5) business days after the end of the incident. Failure to submit timely Hazardous Materials Incident Reports may result in the withholding of quarterly payments under this Agreement until the report is submitted.
- 3.13 **Wisconsin Hazardous Material Response System Member Rosters:** Under Subsection 5.11, members of the Wisconsin Hazardous Materials Response System are considered state employees for worker's compensation purposes. It is paramount that the Division has a current listing of all members in order to ensure coverage. Contractor shall provide the Division, on a quarterly basis, with a current listing of its members on an electronic spreadsheet developed by the Division. Failure to submit timely member rosters may result in the withholding of quarterly payments under this Agreement.

4.0 Advisory Committee

- 4.1 There are currently four agreements establishing separate Wisconsin hazardous materials taskforces. Section 4 of each such agreement authorizes the creation of a committee that will advise the Division on matters relating to the exercise of the Division's discretion
- 4.2 The committee shall be advisory only.
- 4.3 Committee membership shall be made up of two representatives from each type of team (Type 1, Type 2 and Type 3) and one at-large representative.
- 4.4 Membership may be drawn from any of the contractors of any of the four taskforces.
- 4.5 The members of the advisory committee shall be appointed by the Board of Directors of the Wisconsin State Fire Chiefs Association.

5.0 Contractor Annual Allocation, Reimbursement, and Grants

There are two types of Contractor funding under this Agreement: (1) Annual Allocation based on the Type I, Type II or Type III Level A release capabilities provided by Contractor and (2) Team Response Costs. Each of these is discussed below.

5.1 **Annual Allocation and Quarterly Payments:** As provided under Wis. Stat. §323.70(2) of the Wisconsin Statutes, Contractor will be subsidized annually, commencing 7/1/2023 and for State Fiscal Years 2022/2023 through 2023/2024, under this Agreement for its approved annual allocation as described in "Exhibit B", attached and incorporated by reference. The payments shall be made to Contractor on a quarterly basis, with the first payment to be made at the end of the first quarter, if all required quarterly reports have been submitted for the quarter at issue and if the Agreement has not been terminated or canceled with respect to the Contractor. If the Agreement has been terminated or canceled with respect to the Contractor prior to the end of the Agreement, payment of annual allocations will be made pursuant to Section 8.8. Funding amounts will be based by Type I, Type II, and Type III Hazardous Materials Team designation. The Annual Allocation is intended to cover direct and indirect costs necessary to ensure the proper number of trained personnel per shift depending on the type of response, a stipend per response system member as well as baseline, maintenance, and exit physicals for each response system member. Quarterly Annual Allocation payments to Contractor shall be made from the appropriation account under Wis. Stat. § 20.465(3)(dd) of the Wisconsin Statutes.

5.1.1 Funds allocated under Subsection 5.1 of this Agreement shall supplement existing, budgeted monies of the Contractor to provide the services specified herein and may not be used to replace, decrease or release for alternative purposes the existing, budgeted monies of or provided to the Contractor.

Further, funds allocated under Subsection 5.1 of this Agreement shall not be used by Contractor to supplement, offset, replace, decrease or release any budgetary obligations for other municipal departments not directly connected to this Agreement.

5.2.1 **INSERT REGION Wisconsin Hazardous Materials Taskforce Response Costs and Reimbursement:**

5.2.2 Pursuant to Wis. Stat. §323.70(3) of the Wisconsin Statutes and as set forth in this Section 5.2.1, Contractor shall be reimbursed for reasonable and necessary response costs and expenses incurred in responding to an emergency involving a Level A release or potential Level A release pursuant to this Agreement.

Taskforce response costs may include, but are not limited to:

(1) Reimbursement for use of Vehicle(s) and Apparatus: Contractor shall be reimbursed for the approved use of its vehicles and equipment at FEMA-established rates.

(2) Personnel Expenses: Contractor's team response personnel expenses

which are approved and authorized under this Agreement are reimbursable at the rates described as follows:

- a) For full-time fire departments, at the actual cost of personnel expenses.
- b) For part-time and volunteer fire departments or team personnel, at the average over-time hourly rates for the three geographically nearest full-time fire departments.

Team response personnel expenses shall be billed to the nearest one-fourth (1/4) hour work period. Personnel expenses may reflect replacement personnel costs and indirect charges/costs for wage, fringe, death and duty disability retirement benefits.

(3) Emergency Expenses: Contractor's necessary and reasonable emergency expenses related to services rendered under this Agreement are reimbursable. All such expenses must be based on actual expenditures and fully documented by the Contractor. The Division reserves the right to deny any reimbursement of unjustifiable Contractor expenditures.

- 5.2.3 If the Division determines that an emergency requiring a response per this Agreement existed, the Division will issue reimbursement for response costs to Contractor within 60 days after receiving a complete application for reimbursement from Contractor on a form prescribed by the Division, but only if the completed application is received by the Division within 45 days after the conclusion of deployment for a response under this Agreement.
- 5.3 **Training Costs**: In addition to the Annual Allocation, funding may be available to Contractor through the Division's training and equipment grants. Applications shall be made via "E-Grants" and will be available to Contractor based upon established criteria. The Division makes no representations that funding will be available to any or all parties.
- 5.2.4 **Duty Disability Premium Increases**: The Division shall reimburse Contractor for costs incurred by Contractor for any increase in contributions for duty disability premiums as set forth in Wis. Stat. § 323.70(3m) for employees who received duty disability benefits because of an injury incurred while performing duties as a member of the **INSERT REGION** Wisconsin Hazardous Materials Taskforce while engaging in a response to a Level A emergency under this Agreement.
- 5.5 **Standard Equipment Purchases and Cache**: The Division intends to standardize equipment purchases for the Wisconsin Hazardous Materials Response System. Contractor shall provide the Division with a current listing of its equipment assets including the manufacturer, date of purchase, and calibration

requirements. The Division will develop a standardized equipment list including vendor information.

Contractor may make equipment purchase requests to the Division by submitting an "E-Grants" request with supporting documentation. The Division makes no representations that funding will be available to all parties.

The Division intends to develop and maintain an equipment cache. When developed, Contractor may borrow specific equipment from the equipment cache in the event of an equipment failure requiring repair of Contractor's equipment.

- 5.6 **Minimum Appropriation:** The Division has requested in its State Fiscal Years 2023-2025 budget a sum to cover the annual allocation for those fiscal years as described in "Exhibit B" to this Agreement. If at least that amount is appropriated, then that amount shall be the minimum amount payable annually to response teams, with any additional amounts that might be appropriated payable pro rata to the response teams as part of the annual allocation. The minimum contract annual allocation does not, however, include Contractor's response costs as specified in Subsection 5.2 of this Agreement.
- 5.7 **Full Payment and Release:** The Division's reimbursement(s) shall be full payment for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Agreement. Acceptance of payment by the Contractor shall operate as a release of the Division of all claims by Contractor for reimbursement of its response costs.
- 5.9 **Approval:** Contractor, when acting under this Agreement, may not participate in an emergency response to a Level A release without following the Division-approved "Call Out Procedure." Contractor agrees to make reasonable and good faith efforts to minimize costs.
- 5.10 **Retirement System Status and Tax Payments:** Contractor and its employees are not entitled under this Agreement to Division contribution to any retirement benefit or other benefit offered by Contractor or the State. Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes.
- 5.11 **Worker's Compensation:** A member of the **INSERT REGION** Wisconsin Hazardous Materials Taskforce who is acting under the scope of this Agreement is an employee of the State for purposes of worker's compensation under §323.70(5) of the Wisconsin Statutes. For all other purposes, the member remains Contractor's employee.
- 5.12 **Payment of Contractor's Obligations:** Contractor agrees to make payment

promptly, as just, due and payable to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects or refuses to pay any such claims as they become due and for which the Division may be held liable, the proper officer(s) representing the Division, after ascertaining that the claims are just, due and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.

- 5.13 **Dual Payment:** Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a hazardous materials emergency except as approved and authorized under this Agreement.
- 5.14 **Taskforce Members:** Members of the **INSERT REGION** Wisconsin Hazardous Materials Taskforce are firefighters and therefore are considered protective occupation employees.

6.0 Liability and Indemnity

Nothing contained in this Agreement is intended to limit any immunities and rights of any party available under Wis. Stat. §§ 345.05, 893.80, 893.82 and 895.46 or any other constitutional or statutory provision or common law. Such immunities and rights are expressly reserved to the parties.

- 6.1 **Scope** During operations authorized by this Agreement, Contractor employees who are part of Contractor's emergency management program shall be agents of the State and protected and defended against tort liability under Wis. Stat. §323.41. For purposes of Wis. Stat. § 895.46(1), members of the **INSERT REGION** Wisconsin Hazardous Materials Taskforce shall, during authorized operations, be considered agents of the State and the State will indemnify such employees as required under Wis. Stat. § 895.46(1). For purposes of this section, operations means activities, including travel, directly related to a particular emergency response involving a hazardous material response/incident by a hazardous materials response system team. Operations also include specialized training activities provided under this Agreement to the members of a hazardous materials response system team.
- 6.2 **Civil liability exemption; hazardous material and local emergency response team:** Under Wis. Stat. § 895.483(1), a Hazardous Materials Taskforce, a member of such a Taskforce, and a local agency, as defined in Wis. Stat. § 323.70(1)(b), that contracts with the Division under Wis. Stat. § 323.70 are immune from civil liability for acts or omissions related to carrying out responsibilities under this Agreement.

7.0 Insurance Provisions

- 7.1 **General Liability Insurance:** Contractor shall maintain, at its own expense, and keep in effect during the term of this Agreement, commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Agreement. Minimum coverage is one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. The State reserves the right to require higher or lower limits where warranted.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program or alternative funding source(s), attached hereto as "Exhibit D".

- 7.2 **Automobile Liability:** Contractor shall obtain and keep in effect automobile liability insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. This coverage may be written in combination with the commercial liability and property damage insurance mentioned in Subsection 7.1. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage. The State reserves the right to require higher or lower limits where warranted.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program, or alternative funding source(s) attached hereto as "Exhibit D".

- 7.3 **Notice of Cancellation or Change:** Contractor agrees that there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days' written notice to the Division.

- 7.4 **Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Agreement, Contractor shall provide to the Wisconsin Department of Military Affairs' General Counsel an insurance certificate indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the Agreement or, if self-insured or uninsured, a Certificate of Protection in Lieu of Insurance Policy prior to commencement of this Agreement and annually thereafter.

8.0 Standard Contract Terms, Conditions and Requirements

- 8.1 **Disclosure of Independence and Relationship:** Contractor certifies that no relationship exists between its membership in the Hazardous Materials Response System, the State, or the Division that interferes with fair competition or is a conflict

of interest, and no relationship exists between the Contractor and its employees and another person or organization that constitutes a conflict of interest with respect to a state contract.

Contractor agrees as part of this Agreement that, during performance of this Agreement, it will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the Wisconsin Department of Military Affairs or has interests that are adverse to the Department.

The Department of Administration may waive the provisions of the previous two paragraphs, in writing, if those activities of the Contractor will not be adverse to the interests of the State.

- 8.2 **Dual Employment:** Section 16.417 of the Wisconsin Statutes prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$12,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 8.3 **Employment:** Contractor will not engage the service of any person or persons now employed by the State, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department of Military Affairs and the Division.
- 8.4 **Conflict of interest:** Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.225 regarding conflicts of interest by directors in the conduct of state contracts.
- 8.5 **Recordkeeping and Record Retention:** The Contractor shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Contractor. The Contractor shall retain all documents applicable to the Agreement for a period of not less than six (6) years after the final payment is made or longer where required by law.
- 8.6 **Taskforce Member Removal:** If an individual **INSERT REGION** Hazardous Materials Taskforce member is substantiated to have been negligent or unresponsive with respect to the requirements under this Agreement, the Division,

after consultation with Contractor and Contractor's Fire Commission/Board, may recommend the removal of this member from the Taskforce. A request by the Division to dismiss a Taskforce member shall not constitute an order to discipline or discharge the employee. All actions taken by the Contractor and/or fire department management with regard to employee discipline shall be at the sole discretion of the Contractor and/or fire department management.

- 8.7 **Hold Harmless:** Contractor will indemnify, defend against and hold harmless the Division of Emergency Management, the Department of Military Affairs, and the State of Wisconsin for any claims arising from any disputes any Local Agency may have with its employees. This shall include, but not be limited to, charges of discrimination, harassment, and discharge without just cause.

8.8 **Termination of Agreement:**

Contractor may terminate this Agreement at will by delivering ninety (90) days' written notice to the Division of intent to terminate, during which 90-day period Contractor must continue to provide services under the Agreement. If the Agreement terminates at the end of a quarter based on Contractor's 90-day notice of termination, Contractor will be paid its quarterly payment from the Annual Allocation, but no further Annual Allocation payments will be made. If the Agreement terminates during a quarter based on Contractor's 90-day notice of termination, Contractor will be paid a prorated amount of its Annual Allocation for that quarter, but no further Annual Allocation payments will be made.

The Division may terminate this Agreement at will effective upon delivery of written notice to the Contractor, under any of the following conditions:

- (1) Division funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for payments under this Agreement.
- (2) 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 this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.
- (3) Any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- (4) Failure of Contractor to comply with the terms, conditions and specifications of the Agreement.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination, except as provided elsewhere in the Agreement.

- 8.9 **Cancellation:** The continuation of payments under this Agreement beyond the limits of the funds already available is contingent upon the future availability of funds to support such payments. The State of Wisconsin reserves the right to immediately cancel any contract in whole or in part without penalty due to non-appropriation of funds. Upon cancellation, response costs and expenses incurred up to that date will be reimbursed to the extent of recovery from the Responsible Party and any appropriated amounts available and a prorated amount of annual allocations will be made to the extent funds have been appropriated.

- 8.10 **Prime Contractor and Minority Business Subcontractors:** In the event Contractor subcontracts for supplies and/or services, any subcontractor must abide by all terms and conditions of the Agreement. The Contractor shall be responsible for performance of services authorized by this Agreement whether or not subcontractors are used.

Contractor is encouraged to purchase services and supplies when/if applicable from minority businesses certified by the Wisconsin Department of Development, Bureau of Minority Business Development.

- 8.11 **Executed Contract to Constitute Entire Agreement:** The written Agreement with referenced Exhibits and attachments shall constitute the entire agreement of the parties regarding the subject matter of the Agreement and supersedes all prior discussions, negotiations and agreements, written or oral, with respect to the subject matter of this Agreement.

- 8.12 **News Releases:** News releases pertaining to the negotiation of this Agreement shall not be made without the prior approval of the Division.

- 8.13 **Applicable Law:** This Agreement shall be governed under the laws of the State of Wisconsin. The Contractor and State shall at all times comply with and observe all federal and state laws, rules and regulations and ordinances which are in effect during the period of this Agreement, and which may in any manner affect performance of obligations under this Agreement.

- 8.14 **Assignment:** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the State of Wisconsin.

- 8.15 **Successors in Interest:** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective

successors and assigns.

- 8.16 **Notifications:** Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees and members. Such reports shall be directed to:

ATTN: Administrator
Division of Emergency Management
WI Dept. of Military Affairs
PO Box 7865
Madison, WI 53707-7865
Telephone #: (608) 242-3232
FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: State General Counsel
WI Dept. of Military Affairs
PO Box 8111
Madison, WI 53708-8111

- 8.17 **Severability:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 8.18 **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of Division and Contractor and approval, by passive review or otherwise, of the Wisconsin Joint Committee on Finance. In the event additional funding is provided for the four taskforces (Northwest, Northeast, Southwest and Southeast) as a group, the provisions in this Agreement and the agreements establishing the three other taskforces regarding payment to contractors shall be modified by written agreement of the parties to reflect the additional funding consistent with any legislative directive.
- 8.19 **Approval Authority:** Contractor's representatives certify by their signature below that they have the necessary and lawful authority to enter into contracts and agreements on behalf of the Contractor.
- 20.20 **Insufficient Funds:** The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the Division to Contractor and Contractor may, upon thirty (30) days prior written notice, terminate this contract if funds are not available.

- 8.21 **No Waiver:** No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, under this Agreement, on the part of the Division, State, or Contractor, shall operate as a waiver of it, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of it or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Division, State, or Contractor, in the written waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
- 8.22 **Construction of Agreement:** This Agreement is intended to be solely between the parties. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- 8.23 **Disparity:** In the event of a discrepancy, difference or disparity in the terms, conditions or language contained in the Agreement, on the one hand, and its Exhibits on the other, it is agreed between the parties that the language in Exhibit A to this Agreement, shall control.
- 8.24 **Amendment to Comply With Law.** If any laws are enacted that affect the subject matter of this Agreement, the Parties agree to amend this Agreement to reflect the substance of such laws as soon as practicable. Such amendment must first be submitted to the Joint Finance Committee for passive or actual approval prior to being fully executed.
- 8.25 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but all of which together shall constitute one and the same instrument.

Approving Signatures:

ON BEHALF OF THE DIVISION OF EMERGENCY MANAGEMENT (DIVISION)

Dated this ____ day of _____, 2023.

Greg Engle, Division Administrator

Exhibit A

- 1.0 GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 2.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of Wis. Stat. § 77.66, and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 3.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 4.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 5.0 NONDISCRIMINATION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. §. 51.01(5), sexual orientation as defined in Wis. Stat. § 111.32(13m) or national origin. 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. Contractor is exempt from having to file an affirmative

action plan but must request the exemption within fifteen (15) working days from the date the Agreement is fully executed.

- 5.1** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 5.2** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 5.3** Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.
- 5.4** Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- 6.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 7.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 8.0 PUBLIC RECORDS ACCESS:** Pursuant to Wis. Stat. §19.36 (3), all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall promptly provide the requested records to the contracting agency. Contractor agrees to contact the State promptly upon receiving a request for information under the public records law and comply with the State's instructions on how to respond to the request. The contractor, following final payment, shall retain all records produced or collected under this

contract for six (6) years.

- 9.0 DISCLOSURE:** If a state public official (Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to Wis. Stat. § 19.45(6), before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, Wis. Stat. § 16.417.

- 10.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

- 11.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

- 12.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

Exhibit B

**[STATE REGION] WISCONSIN
HAZARDOUS MATERIALS
TASKFORCE**

***WISCONSIN HAZARDOUS
MATERIALS RESPONSE SYSTEM***

BUDGET

CONTRACTORS:

LIST MEMBERS

TEAM NAME	TEAM TYPE	BUDGET 7/01/23- 6/30/24	BUDGET 7/1/24- 6/30/25
	TYPE INSERT APPLICAB LE TYPE		
	TYPE INSERT APPLICAB LE TYPE		
	TYPE INSERT APPLICAB LE TYPE		
	TYPE INSERT APPLICAB LE TYPE		
	TYPE INSERT APPLICABL E TYPE		

NOTE: CHECKS WILL BE MADE PAYABLE TO EACH CONTRACTOR NOTED
ABOVE ON A QUARTERLY BASIS AS SPECIFIED IN THE AGREEMENT.

Exhibit C

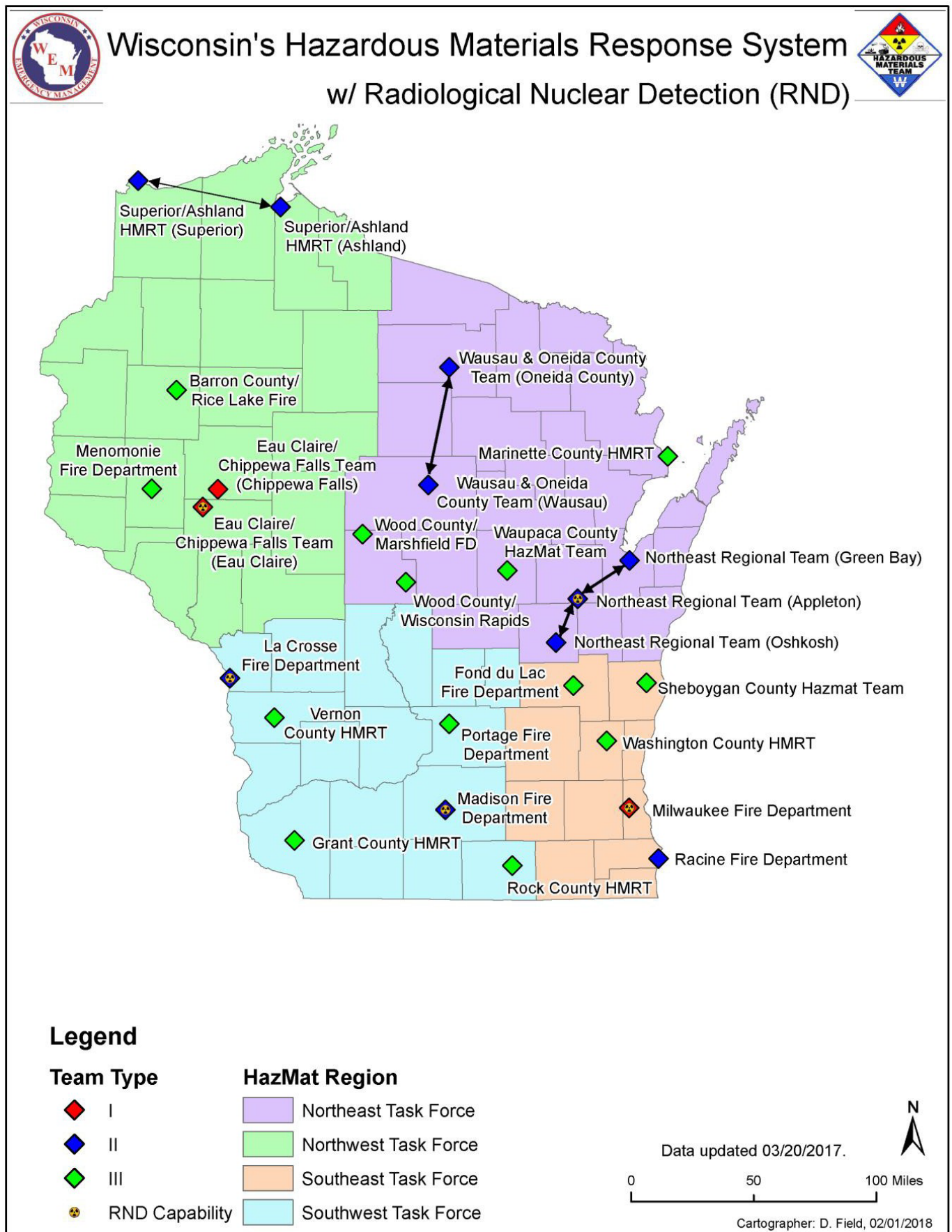


Exhibit D

MUNICIPAL CERTIFICATES OF INSURANCE

Thomas Hass

Registered Nurse

Experience

2008-Current

Aurora medical Center Sheboygan County

Emergency Department RN, Emergency Preparedness Coordinator,
Trauma Program Coordinator, EMS Educator Sheboygan &
Ozaukee County, Hazmat Operations

2018

Centers for Domestic Preparedness (FEMA)

Healthcare Leadership for Mass Casualty Incidents

1991-Current

Town of Sheboygan Falls Fire & Rescue

State Certified FF Level 2, EMS Captain, EMS Training Officer, EMT-Paramedic

1996-2006

Orange Cross Ambulance Service

EMT-Paramedic, Dispatcher

1987-2008

Richco Structures

Structural Engineer, Roof/Floor Truss Designer

Education

2013-2015

Bachelor of Science Nursing

Concordia University

2010-2013

Registered Nurse

Lakeshore Technical College

1996-1997

EMT-Paramedic

Lakeshore Technical College

Skills

- Creativity
- Leadership
- Organization
- Problem solving
- Teamwork

Contact

152 Meadow Ridge Dr

Sheboygan Falls, WI 53085

920-898-2453

Thomas.hass@aah.org

Medic375@charter.net

Experience

HazMat Technician, Ozaukee County Emergency Management

January 2023 – Present

On-call emergency basis for county HazMat response team.

HSE Central Leader USA, Nemak USA Inc.

December 2022 – Present

Covering USA Business Unit for Nemak; creating compliance plans, performing HSE audits & inspections, implementing ISO50001, maintaining ISO documentation & standardizing programs, providing HSE guidance.

Environmental Engineer, Nemak USA Inc.

Apr 2020 – December 2022

Covering Wisconsin sites in Sheboygan County; creating compliance plans, managing environmental permitting and reporting, performing environmental/ISO audits, coordinating with local regulators.

Environmental Manager, South Bend Ethanol

Mar 2018 - Mar 2020

Covering large fuel ethanol plant in St Joseph County, IN; creating compliance plans, managing environmental permitting and reporting, performing environmental/ISO audits, coordinating with local regulators.

Environmentalist/Administrative Assistant, Marshall County Health Department

Jan 2017 - Mar 2018

Inspections & investigations of environmental complaints (including sewage, infestations, and unsafe housing), design review of residential onsite septic systems, permit issuance for both wells and septic, tracking animal bite cases, and developing new ordinances & policies. Participated in Marshall Co. LEPC.

Air Compliance Inspector/Permit Writer (EM2), Indiana Department of Environmental Management

February 2016 - January 2017

Researched federal (National Emissions Standards for Hazardous Air Pollutants as well as New Source Performance Standards) and state requirements for a variety of industries and incorporated these requirements into state-issued permits as well as inspected facilities against the issued permits & relevant standards.

Education

Tulane University Law School

Master of Jurisprudence – Environmental Law

2021-2024

Nelson Institute of Environmental Studies, University of Wisconsin-Madison

Master of Science - Environment and Resources

2013 - 2016

Carthage College

Bachelor of Arts (B.A.), Biology and Environmental Science

2009 - 2013

Licenses & Certifications

ISO 14001:2015 Lead Auditor (TPEC) - BSI

Certified Stormwater Inspector - National Stormwater Center

ISO 50001:2018 Lead Auditor – Bureau Veritas

Method 9 (EPA) Certified – Smoke School Rules LLC

HAZWOPER 40 Hr – Environmental Management Institute

Chemical Sector Security Awareness Training – Center for Domestic Preparedness

Memberships & Volunteering

National Association for Environmental Professionals – Member, 2021-present

Alumni Mentorship Program – Carthage College – Alumni Mentor, 2016-present

Alumni Mentorship Program – UW Madison, Nelson Institute – Alumni Mentor, 2020- present