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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

November 14, 2024

Michael Thurow, HAZMAT Director  
Milwaukee Fire Department  
711 W. Wells St.  
Milwaukee, WI 53233-1403

**RE: Hazmat Regional Emergency Response/HRER WHMRS Election Support  
WEM Grant Number: 2024-HRER-01-14050**

Dear Michael Thurow:

Congratulations! Wisconsin Emergency Management has approved a grant award to Milwaukee Fire Department in the amount of **\$29,450.12**. These funds are from WEM's Hazmat Regional Emergency Response available through the State of Wisconsin. This grant supports the Milwaukee Fire Department Hazmat Regional Emergency Response/HRER WHMRS Election Support project.

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. **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,

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

Greg Engle, Administrator  
Wisconsin Emergency Management

**HRER WHMRS Equipment SFY2024  
Hazmat Regional Emergency Response/HRER WHMRS Election Support  
2024-HRER-01-14050**

This subaward grant agreement (Agreement) is made by and between the Wisconsin Department of Military Affairs, Division of Emergency Management (WEM) and **Milwaukee Fire Department** (the Grantee) to establish the obligations the Grantee must assume in exchange for an award of funds in the amount of **\$29,450.12** under the **Wis. Stat. §323.70(6)(m)**. WEM and **Milwaukee Fire Department** are referred to individually as a Party and collectively as the Parties.

**RECITALS**

WHEREAS, WEM is authorized to make funds (Grant Funds) available under the **Hazmat Regional Emergency Response** grant program as described in the Notice of Funding Opportunity; and

WHEREAS, the Grantee applied to WEM for Grant Funds; and

WHEREAS, WEM has approved the application and the Grantee desires to accept the Grant Funds;

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

**TERMS AND CONDITIONS**

1. The Recitals are incorporated by reference in this Terms and Conditions section of the Agreement.
2. The Notice of Funding Opportunity (NOFO) including all Terms and Conditions as provided or referenced, and the obligations set forth in them are made part of this Agreement by reference.
3. The submitted application as approved by WEM in Egrants is incorporated by reference in the Terms and Conditions section of this Agreement.
4. The Grantee shall administer the programs or projects within the grant period for which this grant is awarded and referenced in Exhibit A, in accordance with the applicable rules, regulations, limitations, and conditions set forth in Exhibit B which are made part of this Agreement by reference.
5. The individuals executing this Agreement represent that they have the authority to sign this Agreement on behalf of and bind their respective Parties.

THE PARTIES, BY THE SIGNATURES BELOW, AGREE THAT THEY HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND TO BE BOUND BY THEM.

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



11/14/2024

Grantee

**Milwaukee Fire Department**

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Greg Engle  
WEM Administrator

Date

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Joshua EParish

Date

Deputy Chief of EMS

WEM Grant Agreement 2024-HRER-01-14050  
**Exhibit A – Approved Award**

**Funding Authorization Information**

Funding authorization: **Wis. Stat. §323.70(6)(m)**  
Assistance Listing Number (ALN) or State Identification Number: **465.313**  
Notice of Funding Opportunity: **HRER WHMRS Equipment SFY2024**

**Approved Award Information**

Award date: November 14, 2024

Grantee: Milwaukee Fire Department UEI: JYGKV746MNG2  
Project Title: Hazmat Regional Emergency Response/HRER WHMRS Election Support  
Grant Period: From October 18, 2024 To March 31, 2025  
Grant Number: 2024-HRER-01-14050 Award Amount: \$29,450.12  
Project Director: Michael Thurow, HAZMAT Director; Milwaukee Fire Department  
Project Summary: Project will provide HazMat agencies equipment needed for 2024 election support

**Approved Award Budget**

<b><u>Budget Cost Category</u></b>	<b><u>Local Match</u></b>	<b><u>Subaward</u></b>
Personnel		
Fringe Benefits		
Travel (Including Training)		
Equipment		
Supplies & Operating Expenses		\$29,450.12
Consultants/Contractual		
Other		
Indirect		
<b>Sum</b>		
<b>TOTAL APPROVED BUDGET</b>		<b>\$29,450.12</b>

**WEM Grant Agreement 2024-HRER-01-14050**  
**Exhibit B – DMA/WEM Standard Terms & Conditions**

**Article I. Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients and subrecipients must comply with any such requirements set forth in the program NOFO.

**Article II. Compliance with Award Terms and Conditions**

Submission of an application constitutes the recipient's agreement to comply with and spend funds consistent with all the terms and conditions of this award. If DMA, WEM determines that noncompliance by the recipient cannot be remedied by imposing additional conditions, WEM may take one or more of the following actions, as appropriate in the circumstances:

- (a) *Temporarily withhold cash payments pending correction of the deficiency by the recipient.*
- (b) *Disallow all, or part of, the cost of the activity or action not in compliance.*
- (c) *Wholly or partly suspend or terminate the award.*
- (d) *Initiate suspension or debarment proceedings as authorized under 2 CFR part 180.*
- (e) *Withhold further Federal awards for the project or program.*
- (f) *Take other remedies that may be legally available.*

**Article III. Recipient Responsibilities**

In accepting this financial assistance award (grant or cooperative agreement), the recipient assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules, regulations, and Executive Orders governing grants and cooperative agreements, and these Award Terms and Conditions, including responsibility for complying with any provisions included in the award.

**Article IV. Order of Precedence**

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved in accordance with the term or condition that is the stricter of the two.

**Article V. Adherence to Original Project Objectives and Budget Estimates**

The recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by an award. Pre-award costs are those incurred prior to the effective 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 allowable if incurred after the date of the award, and only with the written approval of the program authorizing official or delegate.

**Article VI. Acceptance of Post Award Changes**

In the event DMA determines that changes are necessary to the award agreement after an award has been made, including changes to period of performance or terms and conditions, subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

**Article VII. Prior approval and modifications**

All activity and the corresponding incurred expenses must be approved and have a fully executed award agreement prior to conducting the activity and/or incurring the expense unless otherwise stated in the Notice of Funding Opportunity (NOFO). The following require WEM's **advanced** written approval:

- i. Changes to key personnel*
- ii. Changes to the grant period must be submitted prior to the approved end date of the grant.*
- iii. Changes to the scope, objectives, performance measures and intent of the approved award.*
- iv. Changes to the budget that do not fall within a change to the scope or objective but exceeds the approved budget categories by ten percent (10%) of the total award.*

WEM will notify the subrecipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been 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 subrecipient.

**Article VIII. Allowable activity and costs**

Only activity and expenses that are approved within the approved award's application may be allowable for reimbursement by grant funds. All approved costs must be allowable, allocable, necessary and reasonable. To be allowable under a grant program, costs must match the sub-grant's approved award and must comply with the following:

- (a) Be incurred and obligated (purchase order issued, class scheduled) within the performance period.
- (b) If incurred within the performance period, payment must be made within 30 days of the grant period end date and prior to submitting a request for reimbursement.

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**Article IX. Project Income**

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

**Article X. Duplication of Benefits**

Any cost allocable to a particular financial assistance award provided for may not be charged to other financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients 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 XI. Procurement**

Recipients and subrecipients shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal, state, local, and tribal laws and procurement standards. Under Wis. Stat. § 16.73, the State of Wisconsin's Department of Administration (DOA) is able, upon request, to provide technical purchasing information such as standard forms, manuals, product specifications, standards, and contract templates.

**Article XII. Travel expenses**

Recipients and subrecipients shall use their own travel policy and procedures, provided that the policy and procedure conform to applicable state law and federal law if not otherwise stated in the Notice of Funding Opportunity.

**Article XIII. Equipment and supplies**

Equipment and supplies must be received and placed into inventory before the end date of the grant. All personnel who utilize **equipment** purchased with funds from this grant must receive training either through the equipment vendor or other competent source specific to that piece of equipment before it is put into service. The sub-recipient is required to maintain proper training and inventory records for the appropriate retention period.

**Article XIV. Acknowledgement of Funding from WEM**

Recipients and Subrecipients must acknowledge their use of funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with grant funds.

**Article XV. 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 including Program Report(s), Fiscal Report(s), and satisfaction of Special Conditions as well as verification to the best of WEM's ability that all terms, conditions and requirements have been met. If DMA/WEM determines that payment to the subrecipient was not proper after the payment has been made, WEM will notify the subrecipient of recoupment in writing in which the subrecipient has 30 days to repay WEM or appeal the decision.

**Article XVI. Monitoring**

- (a) Subrecipients must complete all required reporting and special conditions as stated in the NOFO, in the grant management system (Egrants), and upon the request of WEM officials.
- (c) Subrecipients must submit timely, complete, and accurate reports to the appropriate WEM officials and maintain appropriate backup documentation to support the reports for the appropriate retention period.
- (d) Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

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

Recipients 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 License Numbers, Social Security Numbers, Addresses, Telephone numbers, Credit Card information and/or bank account information.

**Article XVIII. Maintaining, retaining and access to records**

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

- (a) Subrecipients must maintain official grant records of all grant related activity, adherence to grant requirements, and grant funded costs. This includes but is not limited to documentation of actual time and

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**Exhibit B – DMA/WEM Standard Terms & Conditions**

effort of any personnel, materials, supplies, travel expenses, inventory records, management of assets, rational and justification to support any split allocation of costs, and any other records that support the allowability of expenditures of grant funds.

- (b) Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by the State of Wisconsin, Department of Military Affairs and/or Wisconsin Emergency Management.
- (e) Subrecipients must give 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 or personnel.

**Article XIX. Nondiscrimination**

In connection with the performance of work under this 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, sexual orientation, as defined in Wis. Stat. § 111.32(13m), or national origin, or 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. Except with respect to 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 Grantees for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause. The recipient shall comply with Section 504, Rehabilitation Act of 1973 which prohibits discrimination on the basis of a physical condition or handicap and the Age Discrimination Act of 1975, which prohibits discrimination because of age.

**Article XX. Liability**

The State of Wisconsin and the Department of Military Affairs, Wisconsin Emergency Management, its agents and employees shall not be liable to the subrecipient, or to any individuals or entities with whom the subrecipient contracts for any direct, indirect, incidental, consequential, or other damages sustained or incurred because of activities, actions or inactions on the part of the subrecipient for services rendered pursuant to the Award Agreement. The subrecipient 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 subrecipient or subrecipient's agent or employees.

**Article XXI. Establishment of safeguards**

The recipient 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 Wisconsin Statutes § 946.10 and § 646.13.

**Article XXII. Termination of Agreement.**

Any termination of this grant award shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. This grant award may be terminated in whole or in part as follows:

- (a) DMA/WEM may terminate this grant award at any time for cause by delivering thirty (30) days written notice to the recipient. Upon termination, the awarding agency's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the awarding agency.
- (b) DMA/WEM may terminate this grant award at will effective upon delivery of written notice to the recipient, under any of the following conditions:
  - (i) If the awarding agency's funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for purchases of the indicated quantity of services, the grant may be modified to accommodate a reduction or increase in funds.
  - (ii) 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 this grant or are no longer eligible for the funding proposed for payments by this grant.
  - (iii) If any license or certification required by law or regulation to be held by the recipient to provide the services required by this grant award is for any reason denied, revoked, or not renewed.