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Subrecipient Wisconsin Waterfowl Association, Inc	Project Number W160P71.2								
UEI Number VZGXMJBNS3									
Project Title Increasing Waterfowl Hunters in Wisconsin									
Period of Performance (Project Timeframe) 08/19/2022 Through 09/30/2024	Name of Program Hunter Recruitment and Development								
Project Scope and Description of Project The purpose of this project is to attract new and retain existing waterfowl hunters in Wisconsin through a series of educational seminars during the annual Waterfowl Hunters Expo and subsequent mentored hunts. Project Deliverables: <ol style="list-style-type: none"> Final, participant and mentor reports completed with DNR customer numbers. Copy of evaluation plan developed to determine effectiveness of attracting targeted demographics. 									
PROJECT FINANCIAL ASSISTANCE SUMMARY:	The following documents are hereby incorporated into and made part of this agreement:								
<table border="0"> <tr> <td>Total Project Cost</td> <td style="text-align: right;">\$75,206.00</td> </tr> <tr> <td>Cost-Share Percentage</td> <td style="text-align: right;">Up to 75%</td> </tr> <tr> <td>State Aid Amount</td> <td style="text-align: right;">\$56,405.00</td> </tr> <tr> <td>Subrecipient Share</td> <td style="text-align: right;">\$18,801.00</td> </tr> </table>	Total Project Cost	\$75,206.00	Cost-Share Percentage	Up to 75%	State Aid Amount	\$56,405.00	Subrecipient Share	\$18,801.00	<ol style="list-style-type: none"> Code of Federal Regulation 2 CFR 200 and 50 CFR 80 Relevant state law. Application Dated: September 15, 2021 Federal Award Letter Number: F22AF03351 (W-160-P-71) as modified or amended. Sport Fish Restoration Act of Wildlife Restoration Act – CFDA # 15.611
Total Project Cost	\$75,206.00								
Cost-Share Percentage	Up to 75%								
State Aid Amount	\$56,405.00								
Subrecipient Share	\$18,801.00								

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Subrecipient mutually agree to perform this agreement in accordance with the Hunter Recruitment and Development program provisions and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. Federal funds used for this project are part of a Pittman-Robertson grant, Federal grant F22AF03351, CFDA # 15.611, awarded to the Department and administered by the U.S. Fish & Wildlife Service, hereby incorporated by reference. As a subrecipient of these federal funds, the Subrecipient (UEI # VZGKXKMBNPS3) agrees to comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also referred to as "Uniform Guidance"), which are hereby incorporated by reference. A summary of the terms and conditions may be found at <https://www.fws.gov/grants/atc.html>.
3. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions and scope changes to the agreement may be granted to the Subrecipient by the Department in writing without the requirements of Subrecipient signature.
4. Failure by the Subrecipient to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Subrecipient. In such case, any amount required to settle at minimum costs of any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.

The Subrecipient:

5. Agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling terms of this Agreement, including but not limited to, general and special zoning, land use permit requirements, disability access, environmental quality, historical and archeological preservation. In particular, the Subrecipient agrees to comply with the provisions of Federal Code of Regulations, 2 CFR 200 and 50 CFR 80, which are hereby incorporated by reference, as well as comply with all applicable local and state contract and bidding requirements. The Subrecipient should consult its legal counsel with questions concerning contracts and bidding.
6. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
7. Shall secure all applicable permits, licenses and approvals, including storm water, waterway, and wetland regulatory permits and approvals, required by federal, state or local agencies and must be obtained prior to project construction and complied with fully during project construction and the life of the project.
8. Agrees to maintain equipment purchases for the useful life of the project. The useful life begins upon completion of the project. The Subrecipient agrees to keep the equipment operational and complete routine maintenance so the equipment will remain available to the public for the purpose for which this grant was given. This grant agreement is enforceable for the useful life of the project.
9. Agrees not to convert or approve conversion of any improvement constructed using grant monies from the Department to any use inconsistent with the type of use for which this grant was awarded, during the useful life of the improvement.
10. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Subrecipient fails to comply with the conditions of this agreement or project scope as described or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Subrecipient fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
11. Agrees to conform to generally-accepted accounting principles and practices or maintain its financial data to similar standards of transparency. All financial records, including invoices and canceled checks, that support all project costs claimed by the Subrecipient, shall be recorded, retained and made available for inspection throughout the entirety of the agreement and for three (3) years after final payment is issued by the Department.
12. Agrees to submit all requests for cost reimbursement within two (2) months from the project end date. Reimbursement requests shall be accompanied by proofs of purchase and proofs of payment for costs being claimed. The Subrecipient shall complete *DNR Form 9300-230* <http://dnr.wi.gov/files/PDF/forms/9300/9300-230.pdf>, titled Partner Financial Data Report, and submit the completed form along with required documentation to the Department along with each submitted reimbursement request.
13. Agrees to report data and information acquired as part of the project to the Department in the format specified by the Department.

14. Agrees interim and final performance reports shall be submitted to the Department, as outlined below. Reports must be submitted on forms provided to the Subrecipient by the Department. The Subrecipient agrees to abide by modified reporting dates provided by the Department in the event the time period of this grant agreement is modified.

Report Title	Reporting Period	Due Date
Interim Performance Report	08/19/2022 - 07/31/2023	08/31/2023
Interim Performance Report	08/01/2023 - 07/31/2024	08/31/2024
Final Performance Report	08/01/2024 – 09/30/2024	11/30/2024

15. Agrees staff of the U.S. Fish and Wildlife Service and the Department, their agents, or any of their duly authorized representatives, shall have access to any books, records, documents, and other evidence you maintain for the purpose of inspection, audit, and copying and to provide facilities for access and inspection of these records. In addition, staff of the U.S. Fish and Wildlife Service and the Department or their agents or any of their duly authorized representatives shall have access to all records which relate to any dispute, appeal, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken.
16. Agrees a final inspection of the project will occur with 60 days of the end of the grant agreement or completion of the project, whichever comes first. The inspection must occur before final reimbursement can be processed by the Department.
17. Agrees total cost sharing provided through any combination of state and federal funds shall not exceed 100% of all eligible costs.
18. Agrees to display signs at the site acknowledging funding through the Pittman-Robertson Wildlife Restoration Act and the Wisconsin Department of Natural Resources.
19. Agrees that if the Subrecipient expends federal grant funds totaling \$750,000 or more during the fiscal year and the those funds were received from a State or Federal agency, the Subrecipient agrees to have an annual audit performed in accordance with 2 CFR Part 200 Uniform -- Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards and WI State Single Audit Guidelines issued by Wisconsin Department of Administration, State Controller's Office, and found at <https://www.ecfr.gov/cgi-bin/text-idx?SID=9b51e871f90641719d99f048171d1e3c&mc=true&node=sp2.1.200.e&rgn=div6>.
20. Agrees to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Subrecipient's employees, agents or representatives.
21. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation 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. The Subrecipient further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Subrecipient agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
22. All facilities constructed with assistance from this program must be accessible to persons with disabilities. Federal law requires compliance with the Architectural Barriers Act, 42 U.S.C. s. 4151 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. s. 12101 *et seq.*, and the Rehabilitation Act, 29 U.S.C. s. 701 *et seq.*

The Department:

23. Promises, in consideration of the covenants and agreements made by the Subrecipient, to obligate for the Subrecipient the maximum amount of \$56,405.00, and to tender to the Subrecipient that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing up to 75 percent of total eligible project costs, after eligible use proration is applied. The Subrecipient promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
24. Reserves the right to inspect the job site or premises only for the purpose of ensuring that performance is progressing or that the project has been completed in compliance with the agreement.
25. Agrees that the Subrecipient shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department takes no responsibility of supervision or

direction of the performance of the agreement to be performed by the Subrecipient or the Subrecipient's employees or agents. The Subrecipient is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Subrecipient's employees or agents.

B. Special Conditions:

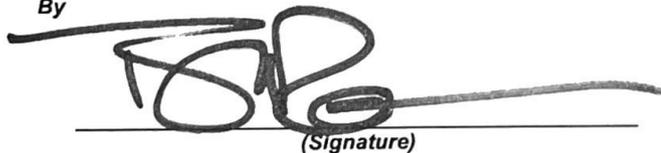
The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

1. Additional Conditions - None
2. Program-specific or Project-specific Conditions – None
3. State and federal environmental permits, conditions, and approvals.
 - a. Conditions related to invasive species movement. The applicant and operator agree to the following methods required under s. NR 109.05(2), Wis. Adm. Code for controlling, transporting and disposing of aquatic plants and animals, and moving water:
 1. Aquatic plants and animals shall be removed, and water drained from all equipment as required by s. 30.07, Wis. Stats., and ss. NR 19.055 and 40.07, Wis. Adm. Code. when moving equipment between surface water or wetlands.
 2. Operator shall comply with the most recent Department-approved 'Boat, Gear, and Equipment Decontamination and Disinfection Protocol', Manual Code # 9183.1, available at <http://dnr.wi.gov/topic/invasives/disinfection.html>
 - b. DNR has provided details regarding the Buy America, Build America Act (sections 70901-52 of the Infrastructure Investment and Jobs Act, Pub. L. 117-58) to the sub-recipient. DNR expects the sub-recipient to comply with requirements of the Act and associated US Department of Interior (DOI) waiver that are in place as of the grant start-date. The current DOI waiver was approved on 7/13/22 and expires 1/12/23. DNR does not intend to require the sub-recipient to alter the project approach if the status or language in the DOI waiver are modified upon its expiration. It is infeasible for the sub-recipient to alter the design, bid provisions, and terms of contractual services when the project is in progress. However, requirements of the Act may be incorporated into the grant agreement as part of future scope modifications, if determined to be applicable and necessary by DOI-USFWS.

The persons signing for the Subrecipient represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY**

By



(Signature)

EXEC DIRECTOR, WNA
(Title)

9/9/2022
(Date)

By



**Sarah Brenner
Grant Program Manager
Bureau of Community Financial Assistance**

8/19/2022

(Date)