

NOTICE: Personally identifiable information will be used to administer the grant and will not be used for other purposes. Information will be made accessible to requesters under Wisconsin's Open Records law (Sec. 19.39 Wis. Stats.).

PROJECT SPONSOR VILLAGE OF ELM GROVE	Project Grant Number UWDAC26-197
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Name of Program & Plan/Project Title: Urban Wildlife Damage Abatement and Control Grant Program

Period Covered by This Agreement: <i>Two years from the date of the PROJECT SPONSOR's signature of this agreement for an <u>urban wildlife project</u>.</i>
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Project Scope and Estimated Costs	
PLAN: Develop urban wildlife population control plan	
PLAN: Monitor wildlife populations/establish estimates	
PROJECT: Monitor wildlife populations/establish estimates	
PROJECT: Remove deer using sharpshooters	X
PROJECT: Capture and translocate deer or geese	
PROJECT: Implement managed hunts	
PROJECT: Remove resident Canada geese	
PROJECT: Perform health and tissue sampling	X
PROJECT: Process/distribute to charitable organization	X
PROJECT: Modify habitat	
PROJECT: Implement other control/abatement practices	
Total Estimated Plan and Project Costs	\$15,000.00
Grant Share	Available funding not to exceed 50% or \$5,000
Total Grant Funding (not to exceed \$5,000)	\$5,000

Plan/Project Cost Total Cost: \$ 15,000.00 Fund Support: Available Funding Not to Exceed \$5,000 State Grant Amount: \$ 5,000.00 <i>(not to exceed 5,000)</i> PROJECT SPONSOR Share: \$ 10,000.00	The following documents are hereby incorporated into and made part of this agreement: <ol style="list-style-type: none"> Section 29.887, Wis. Statutes; Chapter NR 50, Wis. Adm. Code; Urban Wildlife Damage Abatement and Control Grant Application Form 2300-267 and attachments; Urban Wildlife Damage Abatement and Control project approved by the Department on 12/10/2025.
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A. GENERAL CONDITIONS

1. **PERFORMANCE.** The State of Wisconsin Department of Natural Resources (hereafter DEPARTMENT) and the VILLAGE OF ELM GROVE (hereafter PROJECT SPONSOR) mutually agree to perform this agreement in accordance with the Urban Wildlife Damage Abatement and Control Grant Program and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances attached hereto and made a part hereof.
2. **INDEPENDENT CONTRACTOR.** The PROJECT SPONSOR is an independent contractor for all purposes, not an employee or agent of the DEPARTMENT.
3. **ENTIRE GRANT AGREEMENT.** 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 hereby superseded.
4. **GRANT AGREEMENT AMENDMENTS.** Any cost adjustments must be made by a written amendment to this agreement, signed by both parties, prior to the expenditure of funds or the termination date of the agreement. Adjustments for time of performance or scope of work may be granted to the PROJECT SPONSOR by the DEPARTMENT in writing without the requirements of PROJECT SPONSOR's signature.
5. **SUSPENSION OF OBLIGATIONS.** Failure by the PROJECT SPONSOR to comply with the terms of this agreement shall not cause the suspension of all obligations of the DEPARTMENT hereunder if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the PROJECT SPONSOR. In such cases, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the DEPARTMENT's discretion.

B. The PROJECT SPONSOR agrees:

- a. **OFFER ACCEPTANCE.** To notify the DEPARTMENT, in writing, of acceptance of this offer by delivering to the UWDAC Grant Manager one original agreement duly signed by the authorized representative. Once signed, the agreement is binding. **Return the signed agreement within 30 days of receipt.** Signed copy may be scanned and emailed.
- b. **DECLINING OFFER.** To notify the DEPARTMENT, in writing, of its decision to decline this offer of financial assistance at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be terminated, modified, or amended only by mutual agreement of both parties in writing.
- c. **EXECUTION OF AGREEMENT.** To execute the project described in the grant agreement in accordance with this agreement in consideration of the promises made by the DEPARTMENT herein.
- d. **APPLICABLE LAW.** To comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes in fulfilling the terms of this agreement.
- e. **BIDDING.** To comply with all applicable local and state contract and bidding requirements. The PROJECT SPONSOR should consult its legal counsel with questions concerning contracts and bidding.
- f. **ACCOUNTING AND FISCAL RECORDS; RECORDS RETENTION; ACCESS.** Accounting and fiscal records shall be maintained to reflect the receipt and expenditure of all funds used for this project. If an advance is provided, all grant funds shall be credited promptly upon receipt in a separate account. These funds shall be expended only for project costs. Accounts, documents, and records related to this project shall be retained by the PROJECT SPONSOR for a period of three (3) years following the end of this agreement. The PROJECT SPONSOR agrees to allow the DEPARTMENT access to these records upon request.
- g. **INDEMNIFICATION.** To save, hold harmless, defend, and indemnify the State of Wisconsin, the DEPARTMENT and all its officers, employees and agents, against any and all liability, claims and 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 PROJECT SPONSOR's employees, agents or representatives.

- h. **REPAYMENT; TERMINATION.** To reimburse the DEPARTMENT any and all funds the DEPARTMENT deems appropriate in the event the PROJECT SPONSOR fails to comply with the conditions of this agreement or project proposal as described or fails to provide public benefits as indicated in the project application, proposal description, or this agreement. In addition, should the PROJECT SPONSOR fail to comply with the conditions of this agreement, fail to progress due to nonappropriation 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. Upon notification of grant termination, any grant advance or payment not substantiated by documentation shall be immediately returned to the DEPARTMENT by the PROJECT SPONSOR.
- i. **NON-DISCRIMINATION.** In connection with the performance of work under this agreement, the PROJECT SPONSOR agrees 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. Status, 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 PROJECT SPONSOR further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The PROJECT SPONSOR 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.

C. The DEPARTMENT agrees:

- a. **ENCUMBRANCE AND PAYMENT.** In consideration of the covenants and agreements made by the PROJECT SPONSOR herein, to obligate for the PROJECT SPONSOR the amount listed as the State Aid Amount on the first page of this agreement and to tender to the PROJECT SPONSOR that portion of the obligation which is required to pay the DEPARTMENT's share of the costs based upon the state providing 50 percent of the eligible project costs not to exceed a maximum of \$5,000.00.
- b. **INDEPENDENT CONTRACTOR.** That the PROJECT SPONSOR shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided herein. The DEPARTMENT reserves the right only to inspect the job site or premises for the sole purpose of ensuring that the performance is progressing or has been completed in compliance with the agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the PROJECT SPONSOR or the PROJECT SPONSOR's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the PROJECT SPONSOR's employees or agents.
- c. **ACCESS TO RECORDS.** To retain its right to examine all accounts, documents, and records of the PROJECT SPONSOR as they relate to this agreement.
- d. **TERMINATION.** To reserve its right to terminate this agreement for failure by the PROJECT SPONSOR to comply with any provision of this agreement.

D. SPECIAL CONDITIONS

- 1. The PROJECT SPONSOR agrees to comply with all applicable United States Fish and Wildlife regulations in fulfilling the terms of this agreement.
- 2. **The PROJECT SPONSOR agrees to file a final report with the Department along with its final reimbursement request upon plan and/or project completion.** Claims for payment must be submitted within one year of the project termination date.
- 3. Organizations shall comply with annual Single Audit requirement as specified in OMB Circular A-133 "Audit of States, Local Governments, and Non-Profit Organizations" and the Wisconsin State Single Audit Guidelines at

<http://doa.wi.gov/Divisions/Budget-And-Finance/Financial-Reporting> issued by the Wisconsin Department of Administration (DOA), State Controller's Office (SCO).

<input type="checkbox"/> Check here if you request advance payment of \$2,500.00
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VILLAGE OF ELM GROVE
Urban Wildlife Damage Abatement and Control Project Number UWDAC26-197
State Aid Amount: \$5,000.00

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
For the Secretary

1/13/2026

Date

By Jim Ritchie
Jim Ritchie, Director
Community Financial Assistance

The person(s) signing for the Applicant 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. The parties hereto have executed this agreement as of the date entered below.

For the Applicant:
VILLAGE OF ELM GROVE

Date

By _____
TOM HARRIGAN
VILLAGE MANAGER