

State of Wisconsin
Department of Natural Resources
PO Box 7921
Madison, WI 53707

ANNUAL COOPERATING FORESTER AGREEMENT
Section NR 1.21, Wis. Adm. Code
Form 2400-97 Rev. 08-2012

THIS COOPERATIVE AGREEMENT is entered into by and between the State of Wisconsin Department of Natural Resources (DNR) and (Name of Individual or Firm)

Company Name _____ **(Cooperator) of**

City _____, **State** _____

for the purpose of advancing the cause of forestry in the State of Wisconsin and providing forestry assistance to Landowners.

FOR AND IN CONSIDERATION of the following terms and conditions:

1. The period of this Cooperative Agreement shall be from its execution by both parties until **December 31, 2016**, unless terminated or canceled earlier in accordance with this Cooperative Agreement.
2. The DNR agrees to list the Cooperator in a directory of cooperating foresters (the List) as either a consulting forester or an industrial forester. That directory will be prepared and maintained by the DNR and will include foresters subject to a current and valid cooperative agreement entered into by the Cooperator and the DNR. The List shall be revised annually, based on applications received prior to November 1, and identify those areas of forestry assistance offered to the public as indicated in the application completed by the Cooperator. In addition to use in a printed directory, the List will also be the source of private forestry assistance providers used for display on the Internet and in other printed or electronic media offered by the DNR.
3. The DNR and the Cooperator agree to promote cooperation and communication between DNR foresters and the Cooperator. Both DNR foresters and the Cooperator should demonstrate mutual professional respect for one another and recognize that each works within different constraints and demands.
4. The DNR agrees to:
 - a. Upon request, provide the Cooperator with the names, addresses and other pertinent information about landowners who have requested assistance or information from the DNR regarding forestry matters, subject to any restrictions imposed by Wisconsin Statutes.
 - b. Make available to the Cooperator the DNR files relative to forestry assistance and DNR recommendations to landowners for review upon request. Copies may be obtained upon request, subject to charges, in accordance with the Public Records Law, subch. II, ch. 19, Wis. Stats., and s. NR 2.195, Wis. Adm. Code.
 - c. Provide landowners seeking assistance with a timber harvest a List of Cooperators available to assist them and recommend that the landowner obtain assistance from a Cooperator. If requested by landowners, the DNR also agrees to communicate their requests for timber sale assistance to Cooperators. DNR foresters shall maintain a record of landowner contacts regarding timber sale set up assistance.
 - d. Not proceed with timber sale set up assistance unless the DNR foresters had recommended the landowner obtain assistance from a Cooperator or had placed a referral on behalf of the landowner and the landowner has not received an offer for assistance from a Cooperator. The referral for tax law timber sales shall run through January 1 of the year the practice is due and the referral for non-tax law timber sales shall be for a minimum of 120 days. Supervisors shall also affirm that other requirements in s. NR 1.212 (3)(a), Wis. Adm. Code, have been met to the best of their knowledge.
 - e. Encourage landowners contemplating the implementation of any forestry practice that would benefit from professional assistance to consider hiring a Cooperator from the List.
 - f. Maintain objectivity and impartiality in the promotion of services offered by Cooperators in a county.
 - g. Upon request, and subject to training requirements provided by the DNR, provide Cooperators with Natural Heritage Inventory (NHI) information for tracts where:
 - i. The Cooperator will be providing service to non-industrial private forest owners and
 - ii. The DNR has the responsibility to review, fund or approve the practice

- h. Upon request, and subject to terms and conditions of the Wisconsin Historical Society (WHS), provide Cooperators with Archeological and Historic site information for tracts where:
 - i. The Cooperator will be providing service to non-industrial private forest owners and
 - ii. The DNR has the responsibility to review, fund or approve the practice.
 - i. Upon request, provide the Cooperator with electronic data, including mandatory practices data, for Forest Crop Land and Managed Forest Land entries.
 - j. Upon request, provide the Cooperator with electronic Digital Orthographic Photos and DNR ArcView basic data sets that may be available for up to five counties, subject to a license agreement provided by the Department. (Cooperators may obtain additional GIS data at standard prices established in the DNR data-sharing policy.)
 - k. Advise Cooperators of DNR provided or approved training opportunities.
 - l. Furnish Cooperators with current stumpage rates and severance or yield tax schedules and provide, upon request, technical forestry information that the DNR may publish from time to time.
 - m. Provide Cooperators with copies of DNR handbooks and directives relevant to private forestry assistance.
 - n. Upon request, supply Cooperators with DNR publications and forms that may be useful as inserts in private forestry assistance activities.
 - o. Provide Cooperators with a list of the names and addresses of DNR foresters and counties served.
 - p. Require that Department foresters providing private forestry assistance attend at least 10 hours of professional training relevant to services provided. A DNR designated statewide Cooperating Forestry meeting may be attended for a training credit of up to 6 hours.
 - q. Issue Department directives to its employees to comply with the provisions of this agreement.
5. The Cooperator agrees to:
- a. Manage all private lands in a manner which maintains the long-term capacity of the land to provide forest products, uses and values desired by landowners **in accordance with the silvicultural guidelines in DNR handbooks and directives or a written, science-based forest management commitment submitted to and approved by the Department in advance.** (A commitment shall describe the Cooperator's silvicultural principles and techniques used for management planning and outline the procedure used to update and amend management plans.)
 - b. Decline to provide service if a landowner demands assistance that is inconsistent with the terms of this Cooperative Agreement on land that will be continued as a forest use.
 - c. Pursue permission from the landowner for the DNR (or a designated panel) to access lands where the DNR does not already have authority to access when a disagreement, complaint or grievance arises involving actions by the Cooperator on said lands.
 - d. When developing forestry recommendations, recognize a landowner's personal land management objectives, use accepted silvicultural methods (as defined in Section 4.a. of this Cooperative Agreement) and apply the constraints found in relevant statutes or administrative rules.
 - e. Utilize the information and guidance provided by the DNR Forest Tax Law Handbook and the Private Forestry Handbook provided to the Cooperator by the DNR, which are made part of this agreement by reference, in providing forestry assistance to landowners.
 - f. Comply with DNR prepared or approved management plans.
 - g. Contact the DNR foresters for the county involved and obtain DNR agreement prior to providing assistance or guidance that deviates from DNR prepared or approved management plans or from the silviculture standards specified in 4.a. of this agreement.
 - h. Disclose to landowners any potential conflicts of interest including those that may arise out of fee structures or relevant associations or affiliations with other service providers, timber producers or mills.

- i. Notify landowner contacts of the Cooperator's status as either an industrial or consulting forester; and, if the Cooperator is an industrial forester, to inform the landowner that on any sale to the Cooperator's employer, the Cooperator will be acting as an agent for the employer rather than for the landowner.
 - j. File completed reports of forestry assistance provided on the forms and at the times required by the DNR. The Cooperator agrees to provide aggregated private forestry assistance information requested by the DNR, but not personal identifiers connecting such information to specific clients except as required in section 8 for the purpose of determining the facts for the resolution of disputes or complaints.
 - k. File annual reports on forms provided by the DNR of non-industrial, private harvest volumes and values of stumpage on timber sales the Cooperator is involved in as a consultant by the deadlines established by the DNR. The Cooperator agrees to provide volume and stumpage value information by sale (whether sold on the basis of scale or lump sum) but not personal identifiers (such as the landowner's name and address or the legal description of the property) connecting such information to specific clients.
 - l. Attend in the year preceding an application or renewal at least 10 hours of professional training relevant to services provided by the Cooperator. A DNR designated statewide Cooperating Forestry meeting may be attended for a training credit of up to 6 hours. Attendance at such meetings will be reported along with the landowner assistance report required in paragraph 4.h.
 - m. Notify a landowner in writing when the Cooperator is unable to give the landowner sufficient or timely technical forestry assistance as may have been agreed with a landowner and encourage the landowner to contact another Cooperator or the DNR forester.
 - n. Not to offer any services the Cooperator is not qualified by training or experience to provide.
 - o. Provide documentation to support claims of education or qualifications if proof is required by the DNR.
 - p. Maintain worker's compensation insurance where required by law. Provide truthful information about professional liability insurance coverage held by the Cooperator on the Cooperator's application to participate in the Cooperating Forester Program.
 - q. Inform the local DNR forester of the Cooperator's knowledge that a referred timber sale request has been contracted or refused by the Cooperator, or if service has been refused by the Landowner.
6. The Cooperator shall receive no consideration from the DNR under this agreement other than the cooperative services provided by DNR as expressly provided herein.
7. The Cooperator is an independent contractor for all purposes, including worker's compensation, and is not an employee or agent of the DNR.

The DNR agrees that the Cooperator shall have sole control over the methods, hours worked, and time and manner of any performance under the agreement other than as expressly required by this Cooperative Agreement. The DNR takes no responsibility for supervision or direction of the performance of the Cooperator or the Cooperator's employees or agents in the performance of forestry assistance. The DNR further agrees that it will exercise no control over the selection and dismissal of the Cooperator's employees or agents.

The Cooperator may terminate this Cooperative Agreement by written notice to the DNR Private Lands & Stewardship Specialist at any time. After terminating the agreement the Cooperator cannot apply for or submit a new Cooperative Agreement nor be a member of another Cooperative Agreement for 12 months from the date the written termination notice is received by the DNR Private Lands & Stewardship Specialist.

- 8. The DNR reserves the right to cancel this Cooperative Agreement in whole or in part, without penalty, due to non-appropriation of funds or unavailability of DNR staff to provide the cooperative services provided for in this Cooperative Agreement; or for the failure of the Cooperator to comply with the terms, conditions and provisions of this Cooperative Agreement as determined by the Chief State Forester.
- 9. In the event of a disagreement, complaint or grievance brought by either the DNR or a Cooperator, the following steps shall be followed to resolve the issues: If the issue to be resolved is on land where the DNR does not have the authority to access, the Cooperator involved will be responsible to pursue permission for the DNR (or a designated panel) to access the lands to investigate the issue.
 - a. Initially, the immediate parties (generally a DNR forester and a Cooperator) to a disagreement shall attempt by professional and civil behavior based on honesty, fairness, goodwill and respect seek to reach agreement.

- b. If the immediate parties to an issue are unable to reach agreement, the DNR Team Supervisor and the DNR District Forester will determine the facts and resolve the issue.
 - c. If agreement cannot be reached under (b), the issue will be presented to a Dispute Resolution Panel appointed by the Chief State Forester, who will consult with the parties to the dispute regarding possible conflicts with proposed Panel members. The Panel shall include three members: a DNR District Forester not from the District of the dispute, a Cooperator from the List, and a member of the Society of American Foresters (SAF) nominated by the State SAF Chair. The recommendation of the Panel will be conveyed to the Chief State Forester whose decision will be the final Department decision (subject to review under ch. 227, Wis. Stats.). If the recommendation is to terminate the Cooperative Agreement the Panel will include recommendations of terms of re-instatement (e.g., additional training, demonstration of ability, length of time).
10. This Cooperative Agreement shall constitute the entire agreement and previous communications or agreements pertaining to the subject of this Cooperative Agreement are superseded. Any change in or amendment to this agreement must be made by a written amendment signed by both parties prior to the ending date of this Cooperative Agreement.
11. Neither this Cooperative Agreement or any assistance provided pursuant to it in whole or in part may be assigned, delegated or subcontracted without the written consent of the DNR.
12. In connection with the performance of work under this agreement, the Cooperator 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 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. Except with respect to sexual orientation, the Cooperator further agrees to take affirmative action to ensure equal employment opportunities. The Cooperator agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DNR setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Cooperator being declared an "ineligible" Cooperator, termination of the contract, or withholding of payment.

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

By: _____ Date: _____
Chief State Forester

By signing this agreement, the Cooperator agrees to assure that employees of the Cooperator will comply with it for all landowner assistance regarding land management guidance and harvest of timber provided by the firm and that the Cooperator accepts full responsibility for them. The failure of an employee to comply will constitute the Cooperator's failure to comply with this agreement.

COOPERATOR: Company Name _____
(To be signed by the officials of the Cooperating firm with the authority to bind the firm to the terms of this agreement.)

By: _____ Date: _____

By: _____ Date: _____