

**THIS COOPERATIVE AGREEMENT** is entered into by and between the State of Wisconsin Department of Natural Resources (DNR) and \_\_\_\_\_ (Cooperator)  
(Individual / Company Name)

for the purpose of advancing the cause and practice of sustainable forestry, and providing forestry assistance to private forest landowners in the State of Wisconsin.

**FOR AND IN CONSIDERATION** of the following terms and conditions,

**1. The DNR and the Cooperating Forester mutually agree:**

- a. To promote cooperation and communication with each other, demonstrate professional respect for one another and recognize that each works within different constraints and demands.
- b. The Cooperating Forester shall receive no consideration from the DNR under this agreement other than the cooperative services provided by DNR as expressly provided herein.
- c. 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entire agreement and previous communications or agreements pertaining to the subject of this Cooperative Agreement are superseded.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.
- d. 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.
- e. The Cooperating Forester is an independent contractor for all purposes, including worker's compensation, and is not an employee or agent of the DNR. In addition, the Cooperating Forester 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 Cooperating Forester or the Cooperating Forester'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 Cooperating Forester's employees or agents.

**2. The DNR agrees to:**

- a. List the Cooperating Forester in an annual Directory of Foresters (PUB FR-021). The Directory will be prepared and maintained by the DNR and will include foresters subject to a current and valid Cooperative Agreement. The Directory shall be revised annually, based on applications and updates received prior to July 1<sup>st</sup>, and identify those areas of forestry assistance offered to the public as indicated on the application

completed by the Cooperating Forester. In addition to the Directory, the DNR shall maintain an online Forestry Assistance Locator containing DNR Foresters and current Cooperating Foresters as a continually updated directory that specifies contact information, services provided, and counties served. The DNR may also provide this information in other printed or electronic media.

- b. Recommend and encourage landowners seeking assistance or contemplating the implementation of any forestry practice that would benefit from professional assistance to consider hiring a Cooperating Forester.
- c. Provide landowners seeking assistance a list of Cooperating Foresters available to assist them through one of the resources generated in 2.a. of this agreement.
- d. Maintain objectivity and impartiality in the promotion of services offered by Cooperating Foresters in a county.
- e. Upon request, provide the Cooperating Forester 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 the Wisconsin Statutes. In addition, the DNR agrees to communicate landowner requests for private forestry assistance to Cooperating Foresters. DNR foresters shall maintain a record of landowner contacts regarding timber sale set up assistance.
- f. Not proceed with timber sale set up assistance unless the DNR Forester has recommended that the landowner obtain assistance from a Cooperating Forester or has been placed on a referral list on behalf of the landowner and the landowner has not received an offer for assistance from a Cooperating Forester. The referral for mandatory tax law practices shall run through January 1 of the year the practice is due and the referral for non-tax law practices shall be for a minimum of 120 days. DNR 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.
- g. Upon request, and subject to training requirements provided by the DNR, provide Cooperating Foresters with Natural Heritage Inventory (NHI) information for tracts where:
  - i. The Cooperating Forester 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 Cooperating Foresters with Archeological and Historic site information for tracts where:
  - i. The Cooperating Forester 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 and subject to applicable charges, make available to the Cooperating Forester copies of DNR files relative to forestry assistance and DNR recommendations to landowners for review, within accordance of the Public Records Law, Ch. 19, subch. II, Wis. Stats., and s. NR 2.195, Wis. Adm. Code.
- j. Upon request, provide the Cooperating Forester with electronic data, including mandatory practices data, for lands enrolled in forest tax law programs (e.g. Forest Crop Law and Managed Forest Law).
- k. Provide a mechanism for Cooperating Foresters to obtain publically available basic statewide GIS data, and Digital Orthographic Photos, as well as assist in locating other relevant spatial data not hosted by the DNR.
- l. Upon request, furnish Cooperating Foresters with current stumpage rates and provide technical forestry information that the DNR may publish from time to time.
- m. Provide Cooperating Foresters with copies of DNR handbooks and directives relevant to private forestry assistance including all resources specified in 3.a. of this Cooperative Agreement.
- n. Upon request, supply Cooperating Foresters with DNR publications and forms that may be useful in private forestry assistance activities.
- o. Advise Cooperating Foresters of DNR provided or approved training opportunities, including the annual Cooperating Forester Statewide meeting, which qualifies for up to six Continuing Education (CE) hours.
- p. Require DNR Foresters providing private forestry assistance to attend at least 10 hours of professional training relevant to the services provided.
- q. Issue Department directives to its employees to comply with the provisions of this agreement.

### 3. The Cooperator agrees to:

- a. Manage all lands in a manner which maintains the long-term capacity of the land to provide forest products, uses and values desired by landowners, and is consistent with **silvicultural guidelines and other guidance found in DNR handbooks, program guidance documents, directives, or written science-based forest management commitments submitted to and approved by the Department in advance** (See Private Forestry Handbook, Chapter 10: Cooperating Forester Responsibilities 2.b.).
- b. When developing forestry recommendations, recognize a landowner's personal land management objectives, use the accepted silvicultural methods (as defined in Section 3.a. of this Cooperative Agreement) and apply the constraints found in relevant statutes or administrative rules.
- c. Comply with DNR prepared or approved management plans, and if assistance or guidance deviates from DNR prepared or approved management plans, or from the silvicultural standards specified in 3.a. of this agreement, the Cooperating Forester agrees to contact the DNR Forester(s) for the county involved and obtain DNR approval before providing such assistance.

- d. 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.
- e. Inform the county DNR forester of the Cooperating Forester's knowledge that a referred timber sale request has been contracted or refused by either the Cooperating Forester or the landowner.
- f. Notify landowner contacts of the Cooperating Forester's status as either an industrial forester or private consulting forester; and, if the Cooperating Forester is an industrial forester in any capacity, inform the landowner that on any sale purchased by the Cooperating Forester's employer, the Cooperating Forester will be acting as an agent for the employer rather than for the landowner.
- g. Disclose to landowners any potential conflicts of interest including, but not limited to, those that may arise out of fee structures or relevant associations or affiliations with other service providers, timber producers or mills.
- h. Notify the landowner in writing when the Cooperating Forester 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 Cooperating Forester or the DNR forester.
- i. Not to offer any services the Cooperator is not qualified by training or experience to provide.
- j. Attend in every year (July 1 to June 30) of the effective agreement at least 10 hours of professional continuing education or training relevant to services provided by the Cooperating Forester, and provide this information as requested by the DNR in 3.m. of this agreement
- k. Provide aggregated private forestry assistance information as requested by the DNR in 3.m. of this agreement, but not personal identifiers connecting such information to specific clients except as may be required for the purpose of investigating complaints or resolving disputes through the Dispute Resolution Process.
- l. Provide volume and stumpage value information by sale (whether sold on the basis of scale or lump sum) as requested by the DNR in 3.m. of this agreement, but not personal identifiers—connecting such information to specific clients except as may be required for the purpose of investigating complaints or resolving disputes through the Dispute Resolution Process..
- m. File annual reports of continuing education, as specified in 3.j. of this agreement, and forestry assistance, as specified in 3.k. and 3.l. of this agreement, by July 1<sup>st</sup> of each year. Forms that shall be submitted by July 1<sup>st</sup> of every year include:
  - i. Continuing Education Report
  - ii. Annual Accomplishment Report (Form 2400-100)
  - iii. Stumpage Value Report (Form 2400-025)

- n. Provide documentation to support claims of education or qualifications if proof is requested by the DNR.
- o. Pursue permission from the landowner on behalf of the DNR (or a designated panel) to access lands where the DNR does not have access authority when a disagreement, complaint or grievance arises involving actions by the Cooperating Forester on said lands.
- p. The Cooperating Forester shall at all times comply with all federal, state and local laws, ordinances and regulations in effect during the period of this Cooperative Agreement.
- q. Maintain worker's compensation insurance where required by law. Provide truthful information about professional liability insurance coverage held by the Cooperating Forester on the Cooperating Forester application, and immediately inform the Central Office Private Forestry Specialist if coverage changes.
- r. In connection with the performance of work under this agreement, not 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 Cooperating Forester further agrees to take affirmative action to ensure equal employment opportunities. The Cooperating Forester 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.
- s. Accept full responsibility for the actions of all employees and agents working for or acting on behalf of a Cooperating Forester or Cooperating business or company that are completed under this Cooperative Agreement. Degree and annual training requirements only apply to individuals listed as Cooperating Foresters and not to other staff. It is expected that Cooperating Foresters will ensure all work by other staff meets appropriate standards.

#### **4. Dispute Resolution Process:**

In the event of an appeal to a Department decision to terminate this Cooperative Agreement, the Cooperating Forester Dispute Resolution Process (DRP) may be followed. Options for appeal rights are outlined in Chapter 10 of the Private Forestry Handbook under Procedure for Terminating the Cooperating Forester Agreement - DNR. To initiate the DRP, Cooperating Foresters must submit an appeal in writing to the Chief State Forester **within 30 days of the decision**. The DRP may also be used in instances of referral from the expert panel involved in the Tax Law Dispute Resolution Process (Tax Law DRP; Tax Law Handbook, Chapter 31).

Cooperating Foresters are subject to the Tax Law DRP for the purpose of resolving disputes that occur on lands enrolled in Tax Law Programs.

**5. Duration and Termination:**

- a. The duration of this Cooperative Agreement shall begin on the date signed and executed by both parties and shall remain in effect unless terminated or canceled by either party in accordance with the terms of this Cooperative Agreement.
- b. The Cooperating Forester may terminate this Cooperative Agreement at any time. The Cooperating Forester must notify the DNR either verbally or in writing of their intent to terminate the agreement. The DNR will follow-up with a written response confirming the Cooperating Forester's intent to terminate the agreement.
- c. The DNR reserves the right to terminate 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. The DNR also reserves the right to terminate this Cooperative Agreement for the failure of the Cooperating Forester to comply with the terms, conditions and provisions of this Cooperative Agreement as determined by the Chief State Forester, and as referenced in Chapter 10 of the Private Forestry Handbook.

**6. Signatures:**

**STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES**

Signed: \_\_\_\_\_  
Chief State Forester

Date \_\_\_\_\_

**COOPERATING FORESTER**

**By signing this agreement, the Cooperator accepts full responsibility for their employees and ensures compliance with the terms and conditions contained in this agreement for all landowner assistance services provided by the Cooperator. Failure to comply with the terms and conditions of the agreement by the Cooperator and their employee(s) may result in the agreement being terminated by the Department.**

Signed: \_\_\_\_\_  
Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Company / Firm Name