

CONTRACT DESCRIPTION FOR FACILITATOR'S REFERENCE

STATE OF WISCONSIN
DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION
2811 Agriculture Drive
Madison, WI 53718

DAIRY FARM MANAGEMENT TEAM AGREEMENT

between

The Wisconsin Department of Agriculture, Trade and Consumer Protection
and

[Your name or farm's legal name] DRAFT

This Agreement is made and entered into by and between the State of Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP), and [Your name or farm's legal name] _____, (Farmer).

In consideration of the mutual covenants, promises, agreements and conditions hereafter set forth, DATCP and the Farmer agree as follows:

I. Responsibilities of Farmer.

A. The Farmer agrees to acquire the consulting services detailed in the Work Plan, Timeline and budget in Appendix A during the term of this Agreement which is from ___/___/___ to ___/___/___ (one year in duration). (start date of or before first meeting to one year out)

B. The farmer (or facilitator) agrees to provide interim reports (Meeting Minutes) on the progress of the provision of the consulting services (Team) and the implementation of any of the consultant's recommendations (Minutes) within 10 days after each meeting of the Farmer with the consultant team and agrees to provide a final summary report of the consulting services received (Final/Last Meeting Minutes). The Department will provide a template for the reporting. (After second to last meeting DATCP will send copy of W-9 forms, Appendix A-page 4 as a cover sheet, to be returned with invoices and final report) The Farmer agrees that the Department has the right to the use and publish information contained in the reports. (the purpose is to justify the importance of the program to get future funding to continue the program)

II. Responsibilities of Department.

A. The Department shall pay directly to the consultants 90% of the cost of the consulting services billed to the Farmer for those services provided as listed and budgeted in Appendix A up to a maximum of \$2,000 upon receipt from the Farmer of the documentation required under II. B. below. (There are case by case exceptions; if absolutely necessary, the farmer can pay consultants directly and be reimbursed by DATCP at the end- please note this on the contract when it is signed)

B. Payment may be requested after all consulting services (Team Meetings) are completed. Request for payment under this Agreement shall include the final report (Final meeting minutes) required under Section I. B, bills from the consultants (invoices) and evidence that the farmer has paid at least 10% of the billed services. (All invoices from team services will be sent to DATCP along with proof of at least 10% of the total paid by the farmer towards team services as match)

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(Sections III, IV, V, VI, and VII are all legal requirements to avoid any possible liability problems that might occur)

III. Independent Farmer.

The Farmer is an Independent Farmer for all purposes, including workers' compensation. This Agreement does not establish an employer-employee relationship between the state and the Farmer.

IV. Termination of Agreement.

This Agreement may be terminated in whole or in part in writing by either party provided that no termination may be effected unless the other party is given: (1) not less than thirty (30) days written notice of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. If the Agreement is terminated prior to the end date, DATCP will be responsible only for the cost of consulting services provided in accordance with the terms of this Agreement up to the date of receipt of the notice of termination

V. Disputes.

This Agreement shall be governed by the laws of the State of Wisconsin. The Farmer shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct. The Farmer agrees that any litigation commenced by the Farmer for matters arising out of the Agreement will have venue in Dane County Wisconsin, unless otherwise specifically agreed between the parties of this Agreement.

VI. Non-discrimination in Employment.

In connection with the performance of work under this Agreement, the Farmer 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), Stats., sexual orientation as defined in s. 111.32(13m), Stats., 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 Farmer shall take affirmative action to ensure equal employment opportunities. The Farmer shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

VII. Miscellaneous.

A. Assignment. Neither party may assign this Agreement without the express written consent of the other party. All subcontracted work identified in Appendix A must be performed under a contract between the Farmer and the subcontractor (consultants) that is approved in writing by the Department and which contains a provision under which the subcontractor (consultants) agrees to the non-discrimination language contained in section VI. of this Agreement.

B. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality

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of unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

C Entire Agreement; Adjustments. This Agreement, together with its attachments, and any future amendments, shall constitute the entire agreement between the parties and previous communications or agreements between the parties are hereby superseded. Any contractual revisions including payment adjustments and time extensions may be made only by a written amendment to this Agreement, signed by all parties prior to the ending date of this Agreement.

D. The Farmer understands and agrees that DATCP has the right to use and publish all information reported to it under this Agreement plus any data and recommendation produced by the consultants in providing services to the Farmer.

Dated this ____ day of _____, 20__

Wisconsin Department of Agriculture, Trade and Consumer Protection

By DRAFT CONTRACT
Martin Henert, Executive Assistant

Dated this ____ day of _____, 20__

 DRAFT CONTRACT
Farmer

APPENDIX A

The appendix needs to include:

1. The services to be provided by each consultant, when the services will be provided by each consultant plus the name of each consultant. (just need to fill out page 4)
2. A budget that includes the amount paid to each consultant and the hourly rate if applicable, the service to which each amount is attributable and the total budget which needs to be 10% more than the amount DATCP will pay. (just need to fill out page 4)
3. A plan for the implementation of any of the consultant recommendations. (first meeting minutes)

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WI DAIRY FARM TEAMS BUDGET FORM

Appendix A

This page should be prepared during the first dairy farm team meeting. Each of the individuals on the team should agree upon this budget and sign it. Please fill in the information below:

Start date of first meeting: _____ Anticipated meeting frequency: _____

	<u>Service Professional</u> <small>(or service)</small>	<u># of Hours (or # units)</u> <small>(n/a to all expenses)</small>	<u>hourly rate</u> <small>(charge/unit)</small>	<u>Cost</u>
1.			\$	\$
2.			\$	\$
3.			\$	\$
4.			\$	\$
5.			\$	\$
6.			\$	\$
TOTAL COST OF SERVICE PROFESSIONALS** (and any services)				_____
**this should not exceed \$2222 which includes the 10% match				\$

Name of Farmer: _____ Date: ____/____/____

Signature of Farmer: DRAFT CONTRACT

Signatures of Service Professionals (consultants):

 DRAFT CONTRACT

 DRAFT CONTRACT

 DRAFT CONTRACT

DATCP signature _____

Submit documents to:
 DATCP-Dairy Team
 P.O. Box 8911
 2811 Agriculture Dr
 Madison, WI 53708-8911