

TERMS OF AGREEMENT AND INSTRUCTIONS
FOR ACTING AS AN AGENT FOR THE WISCONSIN
DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION,
AS AUTHORIZED BY SECTION 97.41, WISCONSIN STATUTES

The parties to this Agreement are the Wisconsin Department of Agriculture, Trade and Consumer Protection ("department"), and the Waushara County Health Department, Marquette County Health Department, and Green Lake County Health Department acting jointly to provide health services under s. 251.09, Wisconsin Statutes (Stats.), as members of the Tri-County Environmental Consortium ("agent"). This Agreement is made under s. 97.41, Stats., and ch. ATCP 74, Wisconsin Administrative Code (Wis. Adm. Code), which authorize the department to designate a city or county to act as the department's agent to administer a retail food establishment licensing program. The Agreement is subject to the requirements of s. 97.41, Stats. and ch. ATCP 74, Wis. Adm. Code.

- I. The department agrees to provide the following services:
 - A. Coordinate the designation of agents with the Department of Health and Family Services to ensure similarity with the inspection program administered under s. 254.69, Stats.
 - B. Develop standards and approve all forms for administration of the food establishment licensing program.
 - C. Evaluate the agent's retail food establishment licensing program on an annual basis, under s. ATCP 74.09, Wis. Adm. Code.
 - D. Provide education and training to the agent.
 - E. Inspect retail food establishments licensed by the agent only under the conditions set forth in s. 97.41(8), Stats.

- II. The agent agrees to provide the following services:
- A. Administer a retail food establishment licensing program under s. ATCP 74.02(1)(a), Wis. Adm. Code, within the agent's jurisdiction. Specific services include:
1. Licensing and inspection of all retail food establishments as defined in ss. ATCP 74.01(5), and ATCP 75.01(2), Wis. Adm. Code except:
 - a) Retail food establishments that are mobile and requiring licensure under s. 97.30(2)(a), Stats., unless all retail sales are conducted within the agent's jurisdiction.
 - b) Food processing plants licensed under s. 97.29, Stats.
 2. Inspection of unlicensed retail food sales operations, as defined in s. ATCP 74.01(7), Wis. Adm. Code.
 3. Investigation of consumer complaints involving retail food establishments and retail food sales operations.
 4. Enforcement of ch. 97, Stats., and chs. ATCP 74, and ATCP 75, Wis. Adm. Code, and other relevant administrative regulations, including:
 - a) Food sampling from retail food establishments as requested by the department for lab analysis.
 - (1) The agent may conduct the analysis if its laboratory is capable of performing the required test procedures.
 - (a) The agent shall assume all costs involved in collecting the samples and running the analysis.
 - (b) The Agent shall inform the department of the analysis results.

- (2) Those agents who do not have the laboratory capability of performing the analysis or who choose not to perform the analysis shall submit the samples to the Department Bureau of Laboratory Services.
 - (a) The agent shall fund the cost of acquiring the food samples and the shipping of the samples to the state laboratory.
 - (b) The department shall fund the cost of the laboratory analysis of the food samples.
- B. Establish and collect reasonable license fees.
- C. Reimburse the department for license fees, as required by s. ATCP 74.08(1), Wis. Adm. Code.
- D. Maintain adequate staffing and equip staff with appropriate equipment, as required by s. ATCP 74.03(1), Wis. Adm. Code.
- E. Review plans for the construction or remodeling of food establishments, to the extent provided under s. ATCP 74.04, Wis. Adm. Code.
- F. Maintain records documenting the cost of administering the program, as required by s. ATCP 74.08(2), Wis. Adm. Code.
- G. Report to the department on a monthly basis, as required by s. ATCP 74.07(2), Wis. Adm. Code.
- H. Maintain all records relating to the administration of the program, as required by s. ATCP 74.07(3), Wis. Adm. Code.

- III. The agent agrees to comply with applicable statutes and regulations relating to the licensing of retail food establishments, including s. 97.30(2), Stats., and s. ATCP 75.02(1), Wis. Adm. Code, both of which require that retail food establishment licenses may be issued for periods of no longer than one year and expire on June 30 annually.
- IV. Except as otherwise provided in this Agreement, this Agreement incorporates by reference all of the provisions contained in the agent's written proposal for participation in the retail food establishment licensing program which is attached to the Agreement as Appendix A.
- V. The department assumes no liability for the job safety or welfare of city or county employees, or for the actions or omissions of city or county employees relating to the administration of the retail food establishment licensing program, except as otherwise provided by law.
- VI. The agent agrees that it will not discriminate against any employee or applicant for employment for reasons of age, race, creed, color, handicap, marital status, national origin, ancestry, sexual orientations, arrest record, or conviction record, as provided by state and federal law. The agent also agrees to take affirmative action to ensure equal employment opportunities.
- VII. This Agreement shall remain in force from the last date of signature of either party until terminated by either the department or the agent. Either party may terminate this Agreement in accordance with the procedures set forth in s.97.41(2), Stats., and ss. ATCP 74.02(5) and (6), Wis. Adm. Code.

DEPARTMENT OF AGRICULTURE,
TRADE AND CONSUMER PROTECTION

Signature _____

Rod Nilsestuen

Secretary

Date _____

AGENT:

Signature _____

Name

Chairperson, Waushara County

Signature _____

Name

Health Officer/Fiscal Agent for Tri-County
Environmental Consortium

Date _____

Signature _____

Name

Chairperson, Marquette County

Signature _____

Name

Health Officer

Date _____

Signature _____

Name

Chairperson, Green Lake County

Signature _____

Name

Health Officer

Date _____