

Agreement No.: BT001  
DCN No.:  
Amount: \$40,000

Soil and Water Modeling and Monitoring Agreement  
between  
State of Wisconsin, Department of Natural Resources  
and  
Science Museum of Minnesota – St. Croix Watershed Research Station

I. GENERAL INFORMATION:

Grantee/Project Sponsor: Science Museum of Minnesota – St. Croix Watershed Research Station  
Project Title: Support for Basin Team Coordinator Position  
Period Covered by This Agreement: May 1, 2013 – May 1, 2017

II. AGREEMENT RECIPIENT: Science Museum of Minnesota – St. Croix Watershed Research Station

III. AUTHORITY: This agreement between the State of Wisconsin Department of Natural Resources (hereinafter referred to as WDNR) and Science Museum of Minnesota – St. Croix Watershed Research Station (hereinafter referred to as SMM) is hereby entered into pursuant to Wis. Stat. s. 29.037.

IV. PURPOSE: The purpose of this agreement is to enable the WDNR to make payments in accord with the St. Croix Crossing Mitigation Package, Soil and Water Modeling and Monitoring MOU.

V. BACKGROUND: The St. Croix Crossing project involves the construction of a new bridge across the St. Croix River in St. Croix County, Wisconsin. The Supplemental Final EIS (SFEIS) prepared for the project includes a section on bridge mitigation items. Included in this mitigation package is \$400,000 designated for the St. Croix Basin Water Resources Planning Team (Basin Team). The purpose of this \$400,000 is to study how the opening of a new bridge between Minnesota and Wisconsin may impact water quality in the St. Croix River. Once mitigation funds became available the Basin Team requested project proposals to decide how to allocate the \$400,000. One of the approved proposals was to secure funding for the Basin Team Coordinator position. This is an agreement between the WDNR and the SMM on how the mitigation dollars will be spent on this project.

VI. SCOPE: The WDNR will provide the SMM with \$40,000 to fund the Basin Team Coordinator position for a period of four years (\$10,000 per year).

In return the SMM and the Basin Team Coordinator shall complete the projects as described in the Basin Team Project Proposal Form and submit reports to WDNR upon completion of the projects.

VII. PERIOD OF PERFORMANCE: This agreement shall remain in effect until May 1, 2017. The WDNR and the SMM may jointly and periodically evaluate this agreement and, if mutually agreed, will amend the agreement as necessary. Any modifications to this agreement shall become effective upon approval by both parties.

VII. PARTY REPRESENTATIVES: The representatives of the parties who shall serve as project coordinators and principal contacts for the purposes of this agreement are as follows:

SMM: Dr. Daniel R. Engstrom or his successor  
St. Croix Watershed Research Station  
16910 152<sup>nd</sup> Street North  
Marine on St. Croix, MN 55047

WDNR: ~~Nick Schaff or his successor~~ *Dan Bauermann, P.E.*  
~~Environmental Analysis and Review Specialist~~ *Regional Director*  
1300 West Clairemont Avenue  
Eau Claire, WI 54701

IX. SPECIAL PROVISIONS:

- A. The SMM agrees that information gathered as a result of the projects will be readily available, as needed, to other entities in St. Croix County operating within the context of the Soil and Water Modeling and Monitoring MOU associated with the St. Croix Crossing SFEIS.
- B. The SMM agrees that any failure on its part to abide by the project contract and its stipulations could require a repayment of the mitigation funds.
- C. This agreement does not impose any obligation, financial or otherwise, upon the WDNR in regards to the subsequent operation and/or maintenance of any facilities developed in this project.

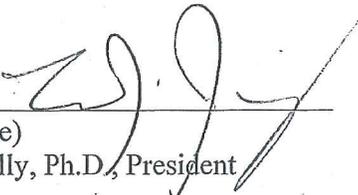
X. LIABILITY: The SMM recognizes and understands that it may be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives, including providing its own defense. To the extent authorized by law, the WDNR shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, contractors, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions. It is not the intent of the parties to impose liability beyond that imposed by

Wisconsin Statutes. This clause applies only to actions of each party pursuant to this agreement, and does not apply to actions or events that occur outside the scope of this agreement.

By signature the SMM and the WDNR hereby accept all terms and conditions of this agreement without exception, deletion or alteration.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date therein written.

SMM

*Eric J. Jolly*  
  
\_\_\_\_\_  
(Signature)  
Eric J. Jolly, Ph.D., President

Date: 10/31/13

WDNR

*Cathy Stepp*  
  
\_\_\_\_\_  
(Signature)  
Cathy Stepp, Secretary

Date: 11/13/13

**Purchase Requisition**

Form 9300-012 (R 3/12)

Department of Natural Resources

Order Type	P.O. Number
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Fund	AGCY	ORGN	Sub ORGN	APPR	ACTV	OBJT	SOBJ*	Project Number	Total Cost	I/D
100	370	XBEA		4296	WYMX	5700			10,000.00	I
									<b>\$10,000.00</b>	

\* For OBJTs 2200, 2700, 2740, 3740 you may need to code a SOBJ. Please refer to the Fiscal codes Handbook, 9314.

<b>Suggested Source of Supply</b>			<b>Ship To</b>		
Name Science Museum of MN			DEPARTMENT OF NATURAL RESOURCES		
Attention Dr. Daniel R. Engstrom			C/O Ryan Raab WY/3		
Address 120 W. Kellogg Blvd			Address 101 S. Webster St.		
Supplemental Address			City Madison	State WI	ZIP Code 53702
			Phone Number (608) 267-2757	Preparer Phone Number (if different)	
City St. Paul	State MN	ZIP Code 55102	Bill To Same as above		
Country	Vendor Phone Number	State FY 14	Bill To Address (if different)		

F.O.B.	Terms	Delivery Date 04/30/2013	Reference	Bid Number	Bulletin Number
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Quantity	Unit	Description or Material / Service (make, color, size, etc.)	Commodity Code	Unit Price	Total
1	1	MOU agreement to provide funding for the St. Croix Basin coordinator as outlined in the Basin Team project proposal.		10,000.00	\$10,000.00
		Recipient is eligible for 50% advance to implement project.			
				<b>TOTAL</b>	<b>\$10,000.00</b>

Justification:

**Approvals**

Signature of Preparer	Date	Signature of Supervisor/Section Chief	<input type="radio"/> Approve <input type="radio"/> Deny	Date
Signature of Bureau/Regional Director	Date 2/25/14	Signature of Division Administrator	<input type="radio"/> Approve <input type="radio"/> Deny	Date
Signature of Secretary	Date	Signature of Finance	<input type="radio"/> Approve <input type="radio"/> Deny	Date
Additional approval	Date	Additional approval	<input type="radio"/> Approve <input type="radio"/> Deny	Date
Additional approval	Date 2/25/14	Assigned To:		

See Purchasing section web page for more information on how to purchase goods and services. See Manual Code 9322.1 for more information on purchasing procedures and required approvals.