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Amount Obligated: \$20,000.00
CFDA Number:

COOPERATIVE AGREEMENT

between

U. S. Fish and Wildlife Service, Region 7
1011 East Tudor Road
Anchorage, Alaska 99503-6199

and

The City and Borough of Juneau
Department of Community Development
155 S. Seward Street
Juneau, Alaska 99801

I. AUTHORITY

This agreement between the U.S. Department of Interior, Fish and Wildlife Service (hereinafter referred to as the "Service") and the City and Borough of Juneau (hereinafter referred to as the CBJ) is entered into under authority of Section 1 of the Fish and Wildlife Coordination Act of 1956 (16 U.S.C. 661 et seq.) and Section 7 of the Fish and Wildlife Act of 1956 (16 U.S.C. 742f(a)(4)).

II. BACKGROUND

The United States Fish and Wildlife Service (USFWS) City and Borough of Juneau (CBJ), the Alaska Department of Fish and Game (ADF&G), and the United States Geological Survey (USGS) are jointly investigating alternative methods for protecting and stabilizing eroding banks of the Mendenhall River in Juneau, Alaska. Objectives described under this Cooperative Agreement pertain to the Service and the CBJ, other contracts obligate the ADF&G and USGS who are mentioned here for discussion purposes only.

The Mendenhall River has a drainage area of 85 square miles, most of which lies within the Juneau icefield. From its mouth in Fritz Cove the river flows about five meandering miles through a course of gentle gradient (0.1 percent). Along its left bank is a densely inhabited residential area, the right bank is composed mostly of undisturbed greenbelt and park lands. This section of river is used by many species of fish including adult and juvenile Pacific salmon as

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well as many species of wildlife. Riverbank development to date has included sand and gravel extraction, and bank armoring projects using materials such as rock rip-rap and junk automobiles.

III. PURPOSE AND OBJECTIVES:

The goal of this project is to evaluate practical, economical and environmentally benign alternatives to past bank armoring practices. The following objectives of this agreement include provision of assistance and guidance in the ongoing river survey effort and development of suitable designs for alternative methods of bank protection or stabilization useful in a variety of conditions found in different reaches of the river.

Objective I: Conduct a reconnaissance of the river to assess areas vulnerable to destructive bank erosion, select three target areas for applying bioengineered bank stabilization techniques, and determine the specific data (type and location) needed for developing the bank stabilization designs in each of the target areas.

Objective II: For each of the three target areas selected assess the potential rate and severity of on-going bank erosion. For each site develop generic engineering plans, specifications and construction cost estimates for bioengineered bank stabilization designs that incorporate bio-technical alternatives to conventional rip-rap armoring. Prepare detailed description of construction procedures, listing required construction materials including locally-available plant materials and sources of supply. Engineering designs are to be generic in nature, not for use in specific construction projects. A draft report of analysis, findings and proposed designs will be prepared.

Objective III: At the conclusion of Objective II, a presentation of hydrologic analyses, findings and proposed designs will be presented at a public workshop. Representatives of regulatory agencies, design professionals, contractors and the general public will be informed of and invited to participate.

Objective IV: Complete a final report entitled "Guidelines for Bank Stabilization on the Mendenhall River" in a format suitable for use by the public for planning, construction and maintenance of bank stabilization projects. The report shall include background information about the hydrology and biological resources of the river, information about the permitting process and a critique of conventional and biotechnical bank stabilization and protection techniques. ~~Based on the analysis of the three target sites (Objective II), engineering drawings and narrative descriptions of construction methods, material requirements and sources and long-term maintenance requirements of biotechnical bank stabilization designs will be incorporated into this report.~~

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IV. RESPONSIBILITIES OF THE PARTIES:

The total cost of completing this project is estimated to be \$35,000.00. The Service will contribute the sum of \$20,000.00 towards costs incurred under the scope of work. The CBJ will contribute the sum of \$15,000.00 toward costs incurred under the scope of work.

A. The Service shall:

1. Contribute funds toward completing the four objectives described under Purpose and Objectives above.
2. Review and approve work products as completed by the CBJ.
3. Coordinate arrangements for a public workshop to present hydrologic analyses, findings and proposed designs to representatives of regulatory agencies, design professionals, contractors and the general public.

B. The CBJ shall:

1. Contribute funds toward completing the four objectives described under Purpose and Objectives above.
2. The CBJ will secure the necessary permits from the State and other agencies, as appropriate and will be responsible for changes to the permit(s). Any permit changes will be authorized in writing as permit amendments or field permits by authorized regulatory agency personnel.
3. The CBJ will track the project budget, administer the transfer of funds to any contractors and provide cost summaries to the Service.
4. The CBJ shall submit to the Service a final report entitled "*Guidelines for Bank Stabilization on the Mendenhall River*" in a format suitable for use by the public for planning, construction and maintenance of bank stabilization projects. The report shall include background information about the hydrology and biological resources of the river, information about the permitting process and a critique of conventional and biotechnical bank stabilization and protection techniques. ~~Based on the analysis of the three target sites (Objective III), engineering drawings and narrative descriptions of construction methods, material requirements and sources and long-term maintenance requirements of biotechnical bank stabilization designs will be incorporated into this report.~~

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C. Project performance will be evaluated based upon public reception of the alternative bioengineered bank-stabilization designs. This reception will be measured by soliciting

comments from attendees at the public workshop described in Service Responsibility #3.

V. PERIOD OF PERFORMANCE

The overall period of performance of this agreement is a period of eighteen months beginning on the date of the last signature below.

VI. AWARD AMOUNT

The Service will contribute \$20,000.00 for the period of performance identified above.

VII. PAYMENT PROVISIONS

- A. Upon acceptance of the terms and conditions of this agreement, the recipient may submit requests for payment, either an invoice or Standard Form 270, Request for Advance or Reimbursement, no more frequently than monthly. Arrangements may be made for payments by electronic fund transfers if the recipient's bank has this capability.
- B. The original and two copies of each invoice/payment request shall be submitted to the Service Project Officer identified below for review and recommendation for payment to be forwarded to the Service Administrative Officer for approval and submission for disbursement. In accordance with U.S. Treasury regulations, payments will be made within 30 calendar days after receipt and approval of a proper invoice. Payment of the final invoice will be made available after the Service Project Officer accepts the final report.
- C. Should the recipient be unable to complete the provisions of this agreement, all monies provided by the Service which prove to be cancelable obligations or unallowable in accordance with applicable OMB Circulars A-87, Cost Principles for State and Local Governments and the approved budget shall be refunded.
- D. This agreement is intended to support a particular project for a specified period of time. Any portion of funds not expended at the completion of the period of performance of this agreement shall be returned to the Service, along with any interest earned on that amount over and above \$250 per year.

VIII. ADMINISTRATIVE OFFICER

A. U.S. Fish and Wildlife Service
 Gary Goldberg, Contracting Officer
 1011 East Tudor Road, Rm 144
 Anchorage, Alaska 99503-6199
 (907) 786-3408 FAX(907)786-3923

B. City and Borough of Juneau
 David Palmer, City Manager
 155 S. Seward Street
 Juneau, Alaska 99801
 (907) 586-5240

IX. PROJECT OFFICERS

- A. U.S. Fish and Wildlife Service:
 Susan H. Walker
 Project Leader/Fishery Biologist
 Juneau Fishery Resource Office
 3000 Vintage Blvd. Suite 201
 Juneau, Alaska 99801
 (907) 586-7240
- B. City and Borough of Juneau, Alaska:
 Benjamin C. Pollard
 Chief Engineer CIP
 Engineering Department
 City and Borough of Juneau
 155 S. Seward Street
 Juneau, Alaska 99801
 (907) 586-5230

X. REPORTING and/or DELIVERY REQUIREMENTS

- A. Recipient shall submit a quarterly progress report to the Service Project Officer by the 10th day of the month following the period reported upon.
- B. Recipient shall forward to the Service Project Officer a final report summarizing all project accomplishments under this award no later than January 31, 2000. One copy of the final report shall also be forwarded to the Service Administrative Officer. Also, the report entitled "*Guidelines for Bank Stabilization on the Mendenhall River*" and described under CBJ responsibilities shall be submitted to the Service Project Officer by January 31, 2000.
- C. Within 90 days after completion of the term of this agreement the CBJ shall submit to the Service Administrative Officer a final Financial Status Report using Standard Form 269.

XI. TERMS AND CONDITIONS

- A. Minority Business Enterprise/Women-owned Business Enterprise (MBE/WBE) reporting:
 - 1. In accordance with OMB Circulars, recipients are required to take specific affirmative actions to ensure that minority and woman-owned business enterprises receive a fair share of subcontracts which result from Federal funds. The recipient of this agreement must report all subgrant and procurement awards in excess of \$10,000 for supplies, equipment, construction, or services executed under this agreement.
 - 2. The recipient is required to submit a written report to the Service Administrative Officer within one month following the end of each Federal fiscal quarter during which any subgrant or procurement contract in excess of \$10,000 is actually executed under this assistance agreement. For each such award, the report shall include; 1) Fish and Wildlife Service agreement number; 2) name of award recipient and whether minority or woman-owned; 3) type of supplies or services

to be provided; 4) date of award; 5) dollar amount.

3. MBE-WBE utilization is based on Executive Orders 11625, 12138, and 12432, and the Service will comply with these orders by requiring for recipients to submit this information to the Service, when applicable. A minority business enterprise is a business concern that is (a) at least 51 percent of the stock is owned by one or more minority individuals, or in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (b) whose daily business operations are managed and directed by one or more of the minority owners. There is no standard definition of minority individuals used by all Federal financial assistance agencies. However, recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of commerce under section 5 of Executive Order 1165. A woman-owned business enterprise is a business concern that is (a) at least 51 percent owned by one or more women, or, in the case of publicly owned business, at least 51 percent of the stock is owned by one or more women; and, (b) whose daily business operations are managed and directed by one or more of the women owners.

B. Applicable Administrative and Audit Requirements:

1. The Department of the Interior regulations governing assistance agreements with state, local, or Indian tribal government at subparts B-E Principles for Assistance Programs, (plus relevant circulars of the Office of Management and Budget as referenced with the same force and effect as if they were given in full text. Upon request, the Service's Division of Contracting and General Services will make the full text of these regulations available.
2. **The recipient's Taxpayer Identification Number will be provided to the Service upon final execution of this agreement.** Taxpayer Identification Number means the number required by the Internal Revenue Service to be used in reporting income tax and other returns - either the Employer Identification Number for businesses or, for individual recipients, their Social Security Number(s). Privacy Act Notice: The Service is required to obtain this information to process any payment to the recipient. This information will be furnished to the Internal Revenue Service as required by the Tax Reform Act of 1986 and may be shared with the Department of Justice. Furnishing this number is voluntary, but failure to do so could result in disqualification from this program.
3. Buy American Requirements. Pursuant to section 307 of the Department of the Interior and Related Agencies Appropriations Act of 1996 (or any subsequent versions) and 43 CFR subpart E, please be advised of the following: In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the

Congress that entities receiving the assistance should, in expending the assistance, purchased only American-made equipment and products.

As directed by 43 CFR 12.730 and 43 CFR 12.830, recipients shall insert the prescribed clauses for purchases of supplies and construction materials in all relevant solicitation for the same under this award. Additional instructions for implementing these clauses are found in 43 CFR subpart E

- C. Certifications and Assurances. The certifications (DI-2010) and Assurances (SF-424B or SF-424D) applicable to Federal grants and cooperative agreements must be signed by an authorize representative of the recipient prior to award of this agreement. The certifications and assurances applicable to this agreement are included as attachments 1 and 2.

XII. MODIFICATIONS

Amendments of renewals may be proposed at any time during the period of performance by either party and shall become effective upon signing by both parties. No change to this agreement shall be binding upon the Service or recipient unless and until reduced to writing and signed by both parties.

XIII. SPECIAL PROVISIONS

- A. The results of any studies or investigations accomplished under this agreement may be published jointly by the parties or by either party separately. Appropriate credits to the United States Department of Interior, Fish and Wildlife Service, shall be included in any formally published article, provided that the Service does not otherwise deem it appropriate to issue a disclaimer. Authorship shall not imply any privileges of copyright or permit other restrictions on distribution.
- B. Any research data collected under this agreement shall be jointly owned by the parties to the agreement. Both parties shall have complete and unlimited access to all such data
- C. News releases and other publicity issued by either party concerning this agreement and its activities are subject to approval before release by the Service's Regional Public Affairs Office. Any approved publicity shall give due credit to all parties to this agreement and shall mention the amount of Federal funding provided.
- D. No member of, or delegated to, Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit that may rise therefrom. This provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

XIV. TERMINATION

An individual recipient's participation in this agreement may be terminated at any time by giving thirty days advance written notice to the Service and to any other parties. After giving such notice, the recipient shall bring its activities to a prompt and orderly close avoiding new costs to the extent possible. The recipient shall submit a final summary of costs (and invoice, if appropriate) for approval of the Service. Project property shall be disposed of in accordance with the property terms of this agreement, if any, or, in the absence of such terms, as agreed by the parties in a termination settlement.

IN WITNESS WHEREOF, the parties hereto have caused this Grant/cooperative Agreement to be executed as of the date of last signature below.

U.S. FISH AND WILDLIFE SERVICE

CITY AND BOROUGH OF JUNEAU

Robert Thurson
(Signature)

[Signature]
(Signature)

for Dave Allen, Regional Director

Dave Palmer, City Manager

9-18-98
(Date)

9/10/98
(Date)

Approved as to form:

Nettie Jordan
(Signature)

[Signature]
City & Borough Attorney

Contracting Officer R7, USFWS

Warrant #

9/18/98
(Date)

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