

Submitted by: Chairman of the Assembly
at the Request of the Mayor
Prepared by: Project Management &
Engineering Department
For Reading: October 9, 2007

CLERK'S OFFICE

ANCHORAGE, ALASKA

APPROVED

AR NO. 2007- 227

Date: 10-9-07

1 A RESOLUTION OF THE MUNICIPALITY OF ANCHORAGE APPROPRIATING
2 TWENTY-FIVE THOUSAND DOLLARS (\$25,000) FROM THE U.S. FISH AND
3 WILDLIFE SERVICE GRANT PROGRAM TO THE FEDERAL GRANT FUND (241),
4 PROJECT MANAGEMENT & ENGINEERING DEPARTMENT, FOR PHASE 2 OF THE
5 WATERSHED MANAGEMENT DIVISION'S RAIN GARDEN PROGRAM.

6
7 WHEREAS, rain gardens are installed stormwater management practices that
8 infiltrate stormwater at the source, and enhance stormwater quality through bioretention to
9 treat pollutants associated with stormwater; and

10
11 WHEREAS, this project supports the Municipality of Anchorage's National
12 Pollutant Discharge Elimination System permit program; and

13
14 WHEREAS, the U.S. Fish and Wildlife Service has granted the Municipality
15 \$25,000 to cover half of the costs that private property owners accrue, up to \$750, for
16 installation of rain gardens (see Attachment A); and

17
18 WHEREAS, the necessary match is provided by the Watershed Management
19 Division's NPDES general funding source; NOW THEREFORE,

20
21 THE ANCHORAGE ASSEMBLY RESOLVES:

22
23 SECTION 1. That a sum of TWENTY-FIVE THOUSAND DOLLARS
24 (\$25,000) in grant monies from the U.S. Fish and Wildlife Service be appropriated to the
25 Federal Grant Fund (241), Project Management & Engineering Department to reimburse
26 private property owners half the cost, up to \$750, of installing rain gardens on their
27 property.

28
29 SECTION 2. This resolution shall take effect immediately upon passage
30 and approval by the Anchorage Assembly.

31
32 PASSED AND APPROVED by the Anchorage Municipal Assembly this 9th day of
33 October, 2007.

34
35
36
37
38
39
40
41
42
43
Chair

ATTEST:

40
41
42
43
Municipal Clerk

Departmental Appropriation: Project Management & Engineering \$25,000



**MUNICIPALITY OF ANCHORAGE
ASSEMBLY MEMORANDUM**

No. AM 603 -2007

Meeting Date: October 9, 2007

FROM: Mayor

SUBJECT: Resolution Appropriating a U.S. Fish and Wildlife Service Grant to the Federal Grant Fund (241), Project Management & Engineering Department, for Phase 2 of the Watershed Management Division's Rain Garden Program (\$25,000)

The Municipality of Anchorage received a grant from the U.S. Fish and Wildlife Service (USFWS) to conduct a cost-share program to install rain gardens throughout the Municipality of Anchorage.

A rain garden is one type of "bioretention"—a system of pond area, soil, plants and mulch that will retain water and soak it up instead of letting it run off as stormwater. Rain gardens absorb stormwater for infiltration which aids in treating associated stormwater pollutants, and reduces peak stormwater flows entering nearby creeks and lakes.

The Watershed Management Division will develop and administer the program. The grant money will provide funds which will be used to reimburse property owners 50% of the installation costs, up to \$750, for plants and materials required for a rain garden.

A copy of the executed agreement between the Municipality and the USFWS is attached to this Memorandum (Attachment A).

The accounting detail is as follows:

Revenue Account

241.7247G.9331.2007	Federal Grant Revenue-Direct	\$25,000
---------------------	------------------------------	----------

Expenditure Account

241.7247G.3101.2007	Professional Services	\$23,500
241.7247G.6022.2007	Clerk	\$3
241.7247G.6061.2007	OEO	\$3
241.7247G.6091.2007	OMB	\$22
241.7247G.6095.2007	Purchasing	\$72
241.7247G.6103.2007	Financial Reporting	\$247
241.7247G.6105.2007	Accounts Payable	\$37
241.7247G.6109.2007	Cash Receipts	\$2
241.7247G.6110.2007	PS Support	\$75
241.7247G.6734.2007	Watershed Management Labor	\$1,039

1 THE ADMINISTRATION RECOMMENDS APPROPRIATING TWENTY-FIVE
2 THOUSAND DOLLARS (\$25,000) FROM THE U.S. FISH AND WILDLIFE SERVICE
3 GRANT PROGRAM TO THE FEDERAL GRANT FUND (241), PROJECT
4 MANAGEMENT & ENGINEERING DEPARTMENT, FOR PHASE 2 OF THE
5 WATERSHED MANGEMENT DIVISION'S RAIN GARDEN PROGRAM.

6
7 Prepared by: Howard C. Holtan, Director, Project Management & Engineering Department

8 Fund Certification: Jeffrey E. Sinz, Chief Fiscal Officer

9 241.7247G.9331.BP2007 \$25,000

10 (USFWS Grant)

11 Concur: Denis C. LeBlanc, Municipal Manager

12 Respectfully submitted: Mark Begich, Mayor

AFWFO DCN: 71450-7-0577
FWS Agreement No: 701817G470
DCN: 70181-7-G470
Charge Code 1: 71450-1121-0000 (FY06) for \$22,660
Charge Code 2: 71450-1121-0000 (FY07) for \$ 2,340
Total Amount Obligated: **\$25,000**
CFDA Number: 15.631

GRANT AGREEMENT

between

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

and the

Municipality of Anchorage
Post Office Box 196650
Anchorage, AK 99519-6650
DUNS: 076667013

FUNDING Obligated
M # 8-31-07
JSS

Title: Anchorage Rain Gardens Phase 2

I. AUTHORITY

This agreement between the U.S. Department of Interior, Fish and Wildlife Service (hereinafter referred to as the "Service") and the Municipality of Anchorage (hereinafter referred to as "MOA") is entered into under the authority of the Fish and Wildlife Coordination Act (16 U.S.C. 661 et. seq.), the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-j), and the Partnerships for Wildlife Act (16 U.S.C. 3741).

II. BACKGROUND

The Municipality of Anchorage (MOA) is located in the northern portion of Cook Inlet and is home to about 300,000 citizens. MOA is responsible for helping residents and businesses understand the complexity of water quality-related regulations and provide options and incentives for positive changes to traditional stormwater management strategies.

In 2006, MOA initiated a rain garden program to promote environmental stewardship in the community. Studies have shown that rain gardens can allow 30% more water to soak into the ground than a typical lawn. In an urban environment, forests, wetlands and habitat are replaced

with impervious surfaces. Stormwater runoff increases with impervious surface area, and baseflows of nearby creeks suffer from reduced infiltration. Rain gardens increase the amount of water filtering into the ground, reducing pollutants, runoff and increasing baseflows, while providing additional habitat for wildlife and native plant species. Installation of rain gardens is one phase of a larger initiative to improve public involvement and educational opportunities. The Municipality of Anchorage would like to continue and expand the rain garden program in 2007. **This on-the-ground rain gardens program will take place on private lands as defined in the FWS Manual PFW Chapter 640 FW1 Section 1.6 H.**

The Service's Partners for Fish and Wildlife Program invited proposals via the grants.gov website for projects that would advance the Program's purpose to promote and implement voluntary habitat improvement projects on private lands for the benefit of Federal trust species. The Anchorage Rain Gardens Phase 2 proposal was one of the projects selected for funding.

III. PURPOSE AND OBJECTIVES

This Grant Agreement is being implemented in order to provide MOA with funding for the rain garden program to improve municipal and residential stormwater management strategies, increase habitat for wildlife and native plants, and expand public involvement and environmental educational opportunities.

IV. RESPONSIBILITIES OF THE PARTIES

A. The Service shall:

1. Contribute \$25,000 to MOA to carry out the objectives of the project. Total project costs are shown in Attachment A.
2. Provide incremental advances to MOA based on immediate need and provided a detailed spending plan is developed and submitted to the Service for review and concurrence. Administer the transfer of funds to MOA and monitor successful project implementation.
3. Provide a single point of contact to the project. That person is Mary Price, Anchorage Fish and Wildlife Field Office, 605 West 4th Street, Room G-61, Anchorage, Alaska 99501-2231, phone 907/271-2788; FAX 907/271-2786; email: mary_price@fws.gov. The Service will notify MOA in writing via formal modification to the agreement of any changes to the Service's project manager.

B. MOA shall:

1. Conduct activities as described below and in Section C.
2. Attempt to secure additional funding or third party contribution of materials and/or labor related to the project as needed.

3. Ensure any cost-sharing arrangements with other partners are in full support of this agreement.
4. Present a detailed spending plan to the Service. Submit billings to the Service in support of incremental advances of project-related charges. Send the Service Project Officer copies, in support of billings, of: receipts for project materials and supplies, employee Time and Attendance reports, and an itemized list of non-salary, in-kind services provided to support this project.
5. Provide the Service with updates of project progress, including draft and final reports. These may be mailed or emailed to the Service's project officer.
6. Ensure that the Service receives notification immediately if this project is delayed for any reason.
7. Coordinate with appropriate vendors to ensure that all needed services are obtained.
8. Coordinate and come to consensus with other entities such as the MOA Salmon Restoration Program, NRCS and Anchorage Waterways Council so that similar efforts are the same or complimentary, not redundant, and are built upon the same standards and criteria.
9. Comply with the necessary progress, financial, and sub-contract reporting requirements identified in Sections X and XI.

C. Project Work Task Objectives:

1. Promote installation of rain gardens throughout the community in various media outlets, presentations, trainings and production of promotional materials.
2. Implement an incentive program (mini-grants) for residential home owners to construct rain gardens by providing reimbursements for half the cost of installing the garden, up to \$750 per residence.
3. Perform site inspections to determine proper installation of rain garden for the mini-grant program.
4. Monitor the Taku Lake Park pilot rain garden (installed Spring 2007) for effectiveness as a parking lot best management practice (BMP).
5. Maintain the Taku Lake Park rain garden through May 31, 2008 for watering, weeding, and plant replacement if needed.
6. Provide overall program oversight management, administrate mini-grant reimbursements and provide technical guidance to parks personnel and residents.

V. PERIOD OF PERFORMANCE

The overall period of performance of this agreement is a period beginning on the date of the last signature below, and ending November 30, 2008.

VI. AWARD AMOUNT

The Service will contribute \$25,000 from Partners for Fish and Wildlife funds 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 a Standard Form 270, Request for Advance or Reimbursement, no more frequently than monthly. In accordance with the Debt Collection Improvement Act of 1996, all Federal Payments made after January 1, 1999, must be made by Electronic Funds Transfer (EFT), unless a waiver is submitted and subsequently approved by the Service. If an approved waiver is not on file in the Service's computer system, the EFT banking information must be on record, or the invoice will be returned to the cooperator as payment cannot be made.
- 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.
- C. Should the recipient be unable to complete the provisions of this agreement, monies provided by the Service which prove to be cancelable obligations or unallowable in accordance with applicable Cost Principles for State, Local, and Tribal Governments; **2CFR 225** and also the advanced, but unexpended, portion of any funds shall be refunded.
- D. This agreement is intended to support a particular project for a specific 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 \$100 per year.

VIII. ADMINISTRATIVE OFFICERS

A. U.S. Fish and Wildlife Service
Gary Goldberg,
Federal Assist. Officer.
1011 East Tudor Road (MS-171)
Anchorage, AK 99503-6199
(907) 786-3408; FAX (907) 786-3923

B. Municipality of Anchorage
Kristi Bischofberger
Watershed Administrator
Post Office Box 196650
Anchorage, AK 99519-6650
(907) 343-8058; FAX (907) 343-8088

IX. PROJECT OFFICERS

- | | |
|--|--|
| <p>A. U.S. Fish and Wildlife Service
Mary A. Price
Fish & Wildlife Biologist
Anchorage Fish & Wildlife Field Office
605 W. 4th Street, Room G-61
Anchorage, AK 99519-6650
(907) 271-2788; FAX (907) 271-2786
or her successors</p> | <p>B. Municipality of Anchorage
Tammie Wilson,
Environmental Specialist
Post Office Box 196650
Anchorage, AK 99519-6650
(907) 343-8008; FAX (907) 343-8088</p> |
|--|--|

X. REPORTING and/or DELIVERY REQUIREMENTS

- A. Recipient shall submit quarterly progress reports to the Service Project Officer beginning three months from the date of the last signature on this grant agreement. These may be emailed to the Service's Project Officer, and should be received by the Service Project Officer no more than 15 days following the end of any reporting period.
- B. Recipient shall forward to the Service Project Officer and also the Service Administrative Officer (each) a final report summarizing all project accomplishments under this award within 30 days of the close of the project period.
- C. Financial Status Reporting
1. No later than 90 days after each 12 month term of this agreement (i.e. annually) the Recipient shall submit to the Service Administrative Officer a Financial Status Report using Standard Form 269A (SF-269A).
 2. Additionally, a final financial status report (SF-269A) shall be submitted no later than 90 days after completion of this federal assistance award to the Service Administrative Officer.
 3. In accordance with Department of the Interior Policy, delinquent submittal of SF269 reports may result in invoices being returned unpaid, suspension, or termination of this award.

XI. TERMS AND CONDITIONS

- A. Sub Contract Reporting: 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; and 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 11625. 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 a 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. Government recipients (including Tribal Govt's) and subrecipients are subject to subparts C, D, and E of 43 CFR 12, Cost Principles 2CFR 225 and OMB Circular A-133.
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, purchase 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 solicitations 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 authorized 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. MODIFICATION

Amendments or renewals may be proposed at any time during the period of performance by either party and shall become effective only when reduced to writing and signed by both the Service's Administrative Officer and the Municipality of Anchorage's Manager, or other person delegated by the Mayor. The Service Administrative Officer (Contracting Officer) is the only person authorized to sign modifications on behalf of the Service.

XIII. SPECIAL PROVISIONS

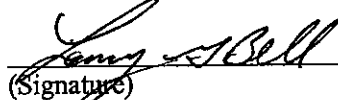
- A. The results of any studies or investigations accomplished under this agreement may be published jointly by the parties or by either party separately. Appropriate credits to the United States Department of Interior, Fish and Wildlife Service, shall be included in any formally published article, provided 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 this 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 it shall mention the amount of Federal funding provided.
- D. No member of, or delegate 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.
- E. Seat Belt Policies and Program: Recipients of grants/cooperative agreements and or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

F. Recipient agrees to maintain an active registration in the Business Partnership Network Central Contractor Registry <http://www.ccr.gov> for the life of this grant award.

XIV. Termination, if necessary, shall be conducted in accordance with 43 CFR 12.84.

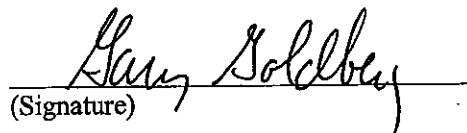
IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement Number 70181-7-G470 to be executed as of the date of last signature below.

U.S. FISH AND WILDLIFE SERVICE


(Signature)

Acting LARRY G. BELL
Regional Director (Printed Name)

8/29/07
(Date)


(Signature)

Gary Goldberg
Contracting Officer, Warrant # FWS7-T-349

8-28-07
(Date)

MUNICIPALITY OF ANCHORAGE


(Signature)

Denis LeBlanc
Municipal Manager

8/22/07
(Date)

Attachment A– Budget Narrative

A. Municipality of Anchorage Contributions: Non-Federal match total \$25,000 as in-kind contributions for monitoring, program management, site inspections and public outreach development and materials.

B. Other Partner's Contribution

- In-kind time for technical assistance for continuing development of rain garden website and manual from various partners such as Alaska Society of Landscape Architects, and University of Alaska Fairbanks Cooperative Extension.

C. Funds Requested from U.S. Fish & Wildlife Service: Total \$25,000

- Reimbursements to Community Participants: We will award grants on an approved basis for proper installation of rain gardens at 50% of the total cost. Estimated cost of a rain garden is \$10/ sq. ft. The average rain garden is 150 sq ft making the cost of a rain garden about \$1500. The average reimbursement value for each installation is estimated to \$750/ garden not to exceed \$1500. A total of up to 25 gardens are expected to be built for a total reimbursement amount of \$18,750.
- Public Outreach: An estimated \$3750 will be spent on public outreach and dissemination of informational brochures, guidance manuals, stickers, magnets, and flyers.
- Maintenance: An estimated \$1000 will be spent to cover maintenance costs such as watering, weeding, and replacement of plants in newly established garden.
- Administration: An estimated \$1500 will be spent to oversee mini-grant program, and manage grant funds.

D. Total Program Cost

- \$50,000

E. Total Value of Non-Federal Contribution

- \$25,000

F. Total Value of Federal Contribution

- \$25,000

Content Information**Content ID :** 005471**Type:** AR_FundsApprop - Funds Approp Resolution

A RESOLUTION APPROPRIATING \$25,000 FROM THE U.S. FISH AND WILDLIFE SERVICE GRANT PROGRAM TO THE FEDERAL

Title: GRANT FUND (241), PROJECT MANAGEMENT & ENGINEERING DEPARTMENT, FOR PHASE 2 OF THE WATERSHED MANAGEMENT DIVISION'S RAIN GARDEN PROGRAM**Author:** maglaquijp**Initiating Dept:** PME

A RESOLUTION APPROPRIATING \$25,000 FROM THE U.S. FISH AND WILDLIFE SERVICE GRANT PROGRAM TO THE FEDERAL

Description: GRANT FUND (241), PROJECT MANAGEMENT & ENGINEERING DEPARTMENT, FOR PHASE 2 OF THE WATERSHED MANAGEMENT DIVISION'S RAIN GARDEN PROGRAM**Date Prepared:** 9/17/07 10:14 AM**Director Name:** Howard C. Holtan**Assembly****Meeting Date** 10/9/07**MM/DD/YY:**2007 OCT - 1 AM 11:27
CLERKS OFFICE
M.O.A**Workflow History**

<u>Workflow Name</u>	<u>Action Date</u>	<u>Action</u>	<u>User</u>	<u>Security Group</u>	<u>Content ID</u>
FundsAppropWorkflow	9/17/07 10:21 AM	Checkin	rerkosp	Public	005471
PME_SubWorkflow	9/18/07 9:16 AM	Approve	holtanhc	Public	005471
OMB_SubWorkflow	9/18/07 3:10 PM	Approve	mitsonjl	Public	005471
Finance_SubWorkflow	9/20/07 10:49 AM	Approve	sinzje	Public	005471
MuniManager_SubWorkflow	9/20/07 12:41 PM	Checkin	maglaquijp	Public	005471
MuniManager_SubWorkflow	9/28/07 9:07 AM	Approve	leblancdc	Public	005471
MuniMgrCoord_SubWorkflow	9/28/07 9:59 AM	Approve	maglaquijp	Public	005471