### NORTHWEST ARCTIC BOROUGH ASSEMBLY **ORDINANCE 23-08**

### AN ORDINANCE OF THE NORTHWEST ARCTIC BOROUGH ASSEMBLY APPROVING A MEMORANDUM OF AGREEMENT WITH TANANA CHIEFS CONFERENCE TO DEVELOP CLIMATE ACTION PLANS, AND FOR RELATED PURPOSES.

WHEREAS: Tanana Chiefs Conference ("TCC") was awarded EPA grant funds (the "Grant Award") under the Inflation Reduction Act (IRA) to develop a comprehensive, economy-wide climate mitigation plan that will support actions to reduce greenhouse gases (GHG); and

WHEREAS: as part of the Grant Award, TCC requested funding on behalf of the Borough in an amount of \$143,809.00 (the "Subaward") to develop Climate Action Plans (CCAPs) and Priority Climate Action Plans (PCAPs) on behalf of its Tribes: and

WHEREAS: the Borough wishes to move forward with implementation of the Grant Award for the region in order to help address and mitigate the effects of climate change and enter into the attached Memorandum of Agreement to carry out the Grant Award.

**NOW THEREFORE BE IT ENACTED:** by the Northwest Arctic Borough Assembly hereby approves an MOA with Tanana Chiefs Conference in substantially the same form that accompanies this Ordinance and authorizes Mayor Moto to execute the MOA and carry out the Grant Award.

PASSED AND ADOPTED THIS 19 DAY OF Dec 2023.

Nathan Hadley, Jr., Assembly President

PASSED AND APPROVED THIS 19th DAY OF Dec 2023.

Der toto

Dickie Moto, Sr., Mayor

ORD 23-08 TCC MOA

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# SIGNED AND ATTESTED TO THIS $\underline{19^{46}}$ day of $\underline{Dec}$ 2023.

Stolle Att

Stella Atoruk, Borough Clerk

**ATTEST:** 

First Reading: <u>11-28-20</u> Second Reading: <u>12-19-20</u>



ORD 23-08 TCC MOA

#### MEMORANDUM OF AGREEMENT

### **BETWEEN THE**

### TANANA CHIEFS CONFERENCE

#### AND

#### Northwest Arctic Borough

#### INTRODUCTION

This Agreement is entered into between Northwest Arctic Borough ("Subawardee") and Tanana Chiefs Conference (TCC). TCC has been awarded grant funds (the "Grant Award") under the Inflation Reduction Act (IRA) to develop a comprehensive, economy-wide climate mitigation plan and/or update an existing plan that will support actions to reduce greenhouse gases (GHG). The Grant Award provides funding under the Inflation Reduction Act (IRA) to the Tanana Chiefs Conference (TCC) to develop a comprehensive, economy-wide climate mitigation plan or update an existing plan that will support actions to reduce greenhouse gases (GHG). The Grant Award provides funding under the Inflation Reduction Act (IRA) to the Tanana Chiefs Conference (TCC) to develop a comprehensive, economy-wide climate mitigation plan or update an existing plan that will support actions to reduce greenhouse gases (GHG) and harmful air pollutants. TCC represents Tribes from the Interior Region of Alaska, covering 235,000 square miles and equaling 37 percent of the entire state and 37 communities.

Subawardee represents the 11 tribes of Native Village of Ambler, Native Village of Shungnak, Native Village of Kobuk, Native Village of Kiana, Native Village of Selawik, Noorvik Native Community, Native Village of Buckland, Native Village of Deering, Native Village of Noatak, Native Village of Kivalina, Native Village of Kotzebue (the Tribes). TCC requested funding on behalf of Subawardee in an amount of \$143,809.00 which was also awarded (the "Subaward") to pass through to the Subawadee. The Subaward will provide funding to Subawardee to develop Climate Action Plans (CCAPs) and Priority Climate Action Plans (PCAPs) on behalf of its Tribes as outlined in Attachment A to this Agreement. All terms used in this Agreement shall be consistent with federal regulations, grant requirements, and applicable OMB circulars.

NOW, THEREFORE, the Parties agrees as follows:

#### 1. TERM

The Term of this Agreement is from July 1, 2023 through September 30, 2025.

#### 2. OBLIGATIONS OF TCC

- a. Reimburse Subawardee from the pass through funds of the Grant Award for the following activities within 30 days of receipt of a properly prepared invoice, subject to the following parameters, and in an amount not to exceed \$143,809.00:
  - i. Reimburse Subawardee's Project Manager for the Subaward for wages and fringe benefits in an amount not to exceed \$18,465.00 for the Term of this Agreement.
  - **ii.** Reimburse Subawardee for printing, supplies etc. in an amount not to exceed \$1,111.00 for the Term of this Agreement.
  - iii. Reimburse Subawardee for costs incurred for a consulting contract to produce the PCAPs and CCAPs for the Subawardee's Tribes in an amount not to exceed \$119,775.00 for the Term of this Agreement.
  - iv. Reimburse Subawardee for indirect charges not to exceed \$4,458.00 for the Term of this Agreement.

v. Complete the financial reporting for the Grant Award on behalf of the Subawardee. (TCC will charge a 5% pass through fee for each invoice for the administrative costs associated with administering the Subaward.)

#### 3. OBLIGATIONS OF SUBAWARDEE

- a. Subawardee will perform all requirements of Subawardee's Climate Pollution Reductions Grants- Planning Grants Workplan, incorporated into this Contract as Attachment A.
- b. Subawardee will conduct outreach and education initiatives as part of the development of their climate mitigation plans to engage individual tribes, stakeholders and the public.
- c. Subawardee will produce a PCAP on or before March 1, 2024 that includes a GHF inventory, quantitative GHG reduction measures, a benefits analysis, and a review of authority to implement activities.
- d. Subawardee will produce a CCAP on or before September 30, 2025 that includes an overview of significant GHG sources/sinks and sectors within Subawardee's lands, and longterm GHG emission reduction goals, and strategies and measures to address the highest priority sectors.
- e. In the CCAP and PCAP Subawardee must identify tons of pollution, both GHGs and copollutants, reduced over the lifetime of the measures and tons of pollution (GHGs and copollutants) reduced annually. Subawardee must also demonstrate improved staff capacity at Subawardee to implement policies to address climate change, enhanced community engagement with tribal members on climate change and climate change mitigation.
- f. Subawardee must demonstrate increased public awareness of the project and results, and creation of high-quality jobs with an emphasis on workers from underserved populations, specifically indigenous communities, rural communities and low-income communities.
- g. Subawardee shall be responsible on behalf of its Tribes for successfully implementing the duties described in this Agreement, in compliance with all grants requirements and as stated in this Agreement.
- h. Subawardee will pay a 5% fee of each invoice to TCC for the administrative costs of administering the Subaward.

### 4. ADMINISTRATIVE CONDITIONS & COMPLIANCE

- a. TCC and Subawardee will both comply with all Administrative Conditions of the Grant Award as outlined in Attachment B of this Agreement.
- b. TCC and Subawardee shall comply with all applicable laws, regulations and ethical business standards in administering work and activities under this Agreement.

### 5. RECORDS AND REPORTS

- a. TCC and Subawardee shall maintain records including, not limited to, financial records, bid documents and all other records sufficient to reflect all direct and indirect costs incurred to perform the work under this Agreement.
- b. TCC and Subawardee shall prepare and maintain reports as required by this Agreement and the Grant Award. Both parties shall establish and maintain all backup data necessary to support and verify all required reports.
- c. TCC and Subawardee are responsible for maintaining all other records and reports as required by law and state and federal regulation.

#### 6. AUDITS

- **a.** Subawardee shall make its records available for review by an authorized representative of TCC, or any applicable funding agency.
- b. Subawardee and TCC must comply with applicable sections of the OMB Super Circular. Subawardee acknowledges its responsibility to become familiar with the OMB Super Circular, and refer to the Super Circular as guidance when determining allowable costs under this Award and Agreement.

#### 7. AMENDMENTS

This Agreement may be amended with consent and written agreement and signed by an authorized representative of each organization. Such amendment shall not invalidate this Agreement, or relieve or release either party from its obligations under this Agreement.

#### 8. SUSPENSION and TERMINATION

TCC retains the right to suspend or terminate this Agreement, with written notice, should SUBAWARDEE in any way materially fail to comply with any term of this Agreements (24 C.F.R. 85.43). This Agreement may also be terminated for convenience subject to provisions set forth in 24 C.F.R. 85.44.

#### 9. SIGNATURES AND AUTHORITY

Each of the signing officials represents, on behalf of their organization, that they have been duly authorized by their Board of Directors or Tribal councils, to enter into and execute this Agreement and to commit to the performance of the contract obligations stated herein.

-DocuSigned by:

Brian Ridley

Signer Name: Brian Ridley Signing Reason: Lapprove this document Chief Brian rhidley 4/2023 | 6:09:45 AM AKDT Tan an 2020 1960 305 17 1939 1020 21 FCD 1882 DocuSigned by:

Ingemar Mathiasson

Signer Name: Ingemar Mathiasson Signing Reason: I have reviewed this document Signing Time: 10/20/2023 | 5:40:55 PM AKDT

Northavespected Bonget E12BB31DE60

#### **Climate Pollution Reduction Grants**

Northwest Arctic Borough Tribal Planning Grant Project Narrative

### Climate Pollution Reduction Grants – Planning Grants Workplan

#### WORKPLAN SUMMARY:

Northwest Arctic Borough will develop a Priority Climate Action Plan by March 1, 2024, and a Comprehensive Climate Action Plan at the end of the grant period for eleven communities representing 11 Tribes. The Northwest Arctic Borough (NAB) is the second largest Borough in Alaska, comprising approximately 36,000 square miles along the Kotzebue Sound, Wullik, Noatak, Kobuk, Selawik, Buckland and Kugruk Rivers. The area encompasses 35,898.3 sq. miles of land and 4,863.7 sq. miles of water. The region experiences a transitional climate, characterized by long, cold winters and cool summers. The population of the community consists of 85.8% Alaska Native or part Native. NAB population is primarily Inupiat Eskimo, and subsistence activities are a vital part of the lifestyle. Residents rely on caribou, reindeer, beluga whale, birds, four species of seals, berries, greens and fish. The Northwest Arctic Borough works directly and closely with every Tribe in the region and is honored to continue to work to support Tribes through this planning effort.

Each of the eleven Tribes will have a PCAP developed as a component of this effort. Each PCAP and CCAP will be comprehensive for the entire community, except for Kotzebue, which will focus on tribal infrastructure. The PCAP will include a GHG inventory, identify potential projects to reduce emissions, an analysis of those benefits, a review of the authority to implement proposed projects and a narrative report for each community. Emissions sectors to be targeted in the PCAP include Electric Utilities, Residential Energy, Commercial Facility Energy, and Community (Government) Facility Energy. The CCAP for each Tribe will be expanded to include local surface transportation. Carbon sinks and intercommunity transportation sectors are anticipated to be covered by the State of Alaska Climate Pollution Reduction planning effort. The CCAP will add specific GHG reduction targets, develop a funding plan, a workforce planning analysis, and a final narrative report.

Northwest Arctic Borough will work with each individual Tribe to conduct initial outreach and education virtually as part of the PCAP and CCAP. Additionally, Northwest Arctic Borough will work with each electric utility, each local municipal government, and a number of important regional organizations to develop a comprehensive and robust PCAP and CCAP. This effort will be led by the Borough's Ingemar Mathiasson, Energy Manager and be supported by a qualified consultant, to be selected in compliance with the Simplified Acquisition Threshold. The Northwest Arctic Borough team will maximize use of existing data tools to include previously completed regional energy plans, climate plans completed by coalition member Tribes, and existing research and measure compiled and documented by the State of Alaska.

This project is anticipated to cost a total of \$151,000. The majority of these funds, an estimated \$119,775, will be dedicated to securing a qualified contractor to support the Borough. Salary and Benefits will make up an estimated \$19576 as well as \$1,111 for printing, supplies, etc. To help with community outreach and staff training. Lastly, Northwest Arctic Borough will claim an estimated \$4,458 indirect per the terms of the federal de minimis indirect cost rate.

#### **RESPONSIBLE ENTITIES:**

#### Lead Organization:

Northwest Arctic Borough will serve as the lead organization and be responsible for development of all grant deliverables, reporting, and coordination. A qualified consultant will support Northwest Arctic Borough in completing all required deliverables for the grant.

#### **Coordinating Entities:**

Other organizations anticipated to be involved in the development of the PCAP and CCAP are listed below. These entities include each federally recognized Tribe participating in our coalition, each local municipal government ( if any) active in the traditional territories of each federally recognizes Tribe, each Alaska Native local corporation, the Alaska Native

Regional Corporation, the regional school district, and the regional housing authority, and each electric utility, of which there are a total of five serving members of our coalition.

- 11 federally recognized Tribes:
  - Native Village of Ambler, Native Village of Shungnak, Native Village of Kobuk, Native Village of Kiana, Native Village of Selawik, Noorvik Native Community, Native Village of Buckland, Native Village of Deering, Native Village of Noatak, Native Village of Kivalina, Native Village of Kotzebue
- Electric Utilities: Kotzebue Electric Association, City of Buckland, Alaska Village Electric Cooperative, Ipnatchiaq Electric Company
- Local Municipal Governments
- Local Native Corporations
- NANA Regional Corporation
- Northwest Arctic Borough School District
- Northwest Inupiat Housing Authority
- Maniilaq

Further, Northwest Arctic Borough anticipates working with a variety of government agencies and partners to include the following:

- State of Alaska Department of Environmental Conservation
- Alaska Energy Authority
- State of Alaska Department of Transportation

### DELIVERABLES DEVELOPMENT PROCESS:

### Key Deliverable #1: Priority Climate Action Plan: <u>PCAP Development Approach:</u>

Northwest Arctic Borough will develop a Priority Climate Action Plan for each of 11 Tribe's in the Northwest Arctic Borough Tribal Coalition. In general, these communities are all very small, remote, islanded communities. For the most part, these communities operate independent microgrid electric utilities and have heating provided by fuel oil and/or cord wood for all residential, commercial, and community facilities; industry is almost non-existent. Local transportation is limited and typically consists of very low mileage light duty trucks and cars, all-terrain vehicles, and pedestrian transportation. Inter-community travel is restricted to small single engine planes and limited boat traffic in most communities, though there are several communities included in our plan that are connected to the limited Nome area road system.

At the start of the project Northwest Arctic Borough will formalize our team responsibility for carrying out the work. Ingemar Mathiason, Energy Manager will oversee selection of a qualified contractor in carrying out the development of all required deliverables for this planning effort. Stakeholder outreach and data collection will largely be done through key informant interviews and facilitated by a primary point of contact in each community. Participants in those key informant interviews will be led by the selected contractor and the key informants from the community.

Since the project is largely focused on small rural islanded communities, not connected to other communities by road with limited industry related emissions, for the GHG Inventory we will focus on energy consumption in the community including electricity, heating, and transportation. Primary organization of our Greenhouse Gas Inventory will be based around the following items:

### 1. Utilities

- 2. Residential
- 3. Public Facilities
- 4. Commercial and Industrial Buildings

In general, Northwest Arctic Borough will work with the State of Alaska to complete greenhouse gas inventories. Fuel consumption types and quantities will be determined for each critical sector. Fuel consumption data will be based on what's being brought into and sold within the community, based largely on data that will be collected from fuel distributors and fuel resellers in the community.

Home heating estimates will be calculated based on AHFC Housing reports and publicly available data regarding the number of households will be estimated using 2020 Census data. Non-residential buildings will be estimated by a community liaison and quantified as community facilities and non-community facilities.

Electric usage will be based on the Alaska Energy Authority's PCE Statistical Report from FY2022 which will detail diesel generated and non-diesel generated electricity that is produced along with other relevant data points that would be relevant to the emissions projects and reduction targets.

Northwest Arctic Borough and their agents anticipate making use of the following existing previous efforts as a basis for inventories, reduction measures, benefits calculations, and authority to implement projects:

- State of Alaska Greenhouse Gas Emission Inventory
- AEA Power Cost Equalization data
- AEA's Rural Regional Energy Plans
- Alaska Energy Data Gateway
- Home energy rebate and weatherization program impacts reports
- Alaska Housing Assessments
- AHFC non-residential energy efficiency reports and resources
- UA Alaska Center for Energy and Power's Alaska Energy Statistics report (pending publication)

#### Key Participants.

Key participants in each plan will include the following:

- 11 federally recognized Tribes:
  - Native Village of Ambler, Native Village of Shungnak, Native Village of Kobuk, Native Village of Kiana, Native Village of Selawik, Noorvik Native Community, Native Village of Buckland, Native Village of Deering, Native Village of Noatak, Native Village of Kivalina, Native Village of Kotzebue
- Electric Utilities: Kotzebue Electric Association, City of Buckland, Alaska Village Electric Cooperative, Ipnatchiaq
  Electric Company
- Local Municipal Governments
- Local Native Corporations
- NANA Regional Corporation
- Northwest Arctic Borough School District
- Northwest Inupiat Housing Authority
- Maniilaq
- State of Alaska Department of Environmental Conservation
- Alaska Energy Authority
- State of Alaska Department of Transportation

#### Planned Development Activities

Northwest Arctic Borough anticipates close coordination with the State of Alaska as they develop a statewide greenhouse gas emissions inventory. It is the Borough's understanding that the State of Alaska will develop a GHG inventory for every community in the state and provide publicly accessible tools to identify relevant information. Northwest Arctic Borough and their implementation team will support the State in their development of an accurate and comprehensive GHG Inventory through provision of community outreach and data collection. Northwest Arctic Borough will incorporate the State of Alaska's completed product into our Tribally focused PCAP. In general, Northwest Arctic Borough will work with a variety of existing information to catalog and capture GHG emissions, potential reductions, and other information for the PCAP to include the following:

For each PCAP, Northwest Arctic Borough will produce a preliminary greenhouse gas inventory identifying emissions from the following major sectors of the economy:

- 1. Electricity Generation
- 2. Residential energy consumption
- 3. Commercial Facilities Energy Consumption
- 4. Community Facilities Energy Consumption

While these major sectors of each Tribe's economy do not consider the totality of the emissions generation in each community; they do capture the majority of the easily identifiable emissions, make up the largest potential for improvement, and reflect the prioritized emissions sectors for the major of rural Alaska communities.

For each emissions sector identified above, Northwest Arctic Borough will identify all previously developed climate pollution reduction projects identified for those communities for each sector as well as a standard suite of potential projects for consideration in each tribal plan. Those projects will include:

- 1. Community/Utility Scale Solar PV and (if appropriate) Battery Energy Storage System
- 2. Utility Energy Efficiency (Heat Recovery, Distribution System Improvements, Generator Replacement)
- 3. Community Facilities Energy Efficiency
- 4. Community Facilities Facility Scale Solar PV and Battery Energy Storage
- 5. Residential Energy Efficiency Weatherization
- 6. Previously Developed Community Climate Pollution Projects (Hydro, Wind, Geothermal, Heat Pumps, etc.)

### **Interim Deliverables**

- Northwest Arctic Borough will distribute and collect climate planning information forms to key contacts at each Tribe and project partners.
- Northwest Arctic Borough will produce a quality assurance project plan.
- Northwest Arctic Borough will conduct a video teleconference with Tribal and the community leadership with each participating Tribe.
- Northwest Arctic Borough will develop a draft GHG inventory for each Tribe in close partnership with the State of Alaska.
- For each community, a list of potential reduction projects will be identified to include an estimate of benefits, costs of development, and review of authority to implement the identified projects.
- Lastly, a final draft report for each Tribe will be developed combining the above deliverables.
- Finally, a final report incorporating each draft reporting will be completed for the PCAP.

### **Timeline**

### PCAP

Task 1 - Retain ConsultantJul 2023 - Oct 2023Northwest Arctic Borough will begin by establishing a contract with a qualified contractor to advance development of<br/>the PCAP and CCAP. This contractor will be selected and secured following CFR Guidance following the simplified<br/>acquisition threshold.

Task 2 – Develop Draft Data Collection Forms, Greenhouse Gas Inventory Formats, etc.Jul 2023 – Oct 2023Northwest Arctic Borough will work with the selected contractor to develop appropriate forms for community outreach<br/>and data collection to inform greenhouse gas inventories by sector for each Tribe and identify project priorities.Northwest Arctic Borough will additionally prepare a Quality Assurance Program at this time.

Task 3 – Conduct data collection and community outreachAug 2023 – Dec 2023Northwest Arctic Borough staff will coordinate with the selected contractor with the State of Alaska to standardize Datacollection. The selected contractor will perform data collection and contact each Tribe, typically through their TribalAdministrator and/or IGAP coordinator.

Task 4 – Develop GHG Inventory for each communityNov 2023 – Jan 2024The State of Alaska will develop GHG Inventories for every census designated place in Alaska. Northwest Arctic Borough<br/>and their selected contractor will provide data and community coordination to support accurate GHG inventory<br/>development for each Tribe.

Task 5 -Identify and define potential GHG Reduction measures/projectsNov 2023 – Feb 2024Through community outreach and discussion, the Northwest Arctic Borough team will identify previously developed,identified, and completed GHG reduction projects. Additionally, the selected contractor will additionally evaluate anumber of potential projects for feasibility, to include identification of potential climate pollution reduction and cost ofimplementation, and authority to implement.

Tasks 6 – Quantity benefits and authority to implement measures/projectsDec 2024 – Feb 2024The selected contractor will identify potential benefits from each identified project to include climate pollution benefits,<br/>financial benefits, and other considerations to include the populations and stakeholders who would benefit from each<br/>proposed project. Additionally, authority to implement each project will be identified and evaluated.

### Task 7 – Complete Draft PCAP Report

Northwest Arctic Borough will prepare a draft PCAP report to be reviewed and supported by the selected contractor compiling the GHG Inventory, potential GHG reduction projects, identifying authority to implement for each project.

### Task 8 – Complete Final PCAP Report

Northwest Arctic Borough will review, edit, and complete the final PCAP report by the proposed deadline.

Task 9 – Project Management and Quarterly ReportJul 2023 – Mar 2024Northwest Arctic Borough will complete quarterly reports, manage the budget and schedule throughout the project.This task will also include oversight and management of the selected contractor.

### PCAP Interagency and Intergovernmental Coordination:

Northwest Arctic Borough will coordinate directly with The State of Alaska DEC, Alaska Energy Authority, and Alaska Municipal League to coordinate state Climate Pollution Reduction Efforts.

Jan 2024 - Feb 2024

Feb 2024 – Mar 2024

Additionally, Northwest Arctic Borough will work with previously identified project partners to include the following:

- 11 federally recognized Tribes:
  - Native Village of Ambler, Native Village of Shungnak, Native Village of Kobuk; Native Village of Kiana, Native Village of Selawik, Noorvik Native Community, Native Village of Buckland, Native Village of Deering, Native Village of Noatak, Native Village of Kivalina, Native Village of Kotzebue
- Electric Utilities: Kotzebue Electric Association, City of Buckland, Alaska Village Electric Cooperative, Ipnatchiaq Electric Company
- Local Municipal Governments
- Local Native Corporations
- NANA Regional Corporation
- Northwest Arctic Borough School District
- Northwest Inupiat Housing Authority
- Maniilaq
- State of Alaska Department of Environmental Conservation
- Alaska Energy Authority
- State of Alaska Department of Transportation

It's anticipated that greenhouse gas inventories will be developed, with data stored and displayed publicly, by the State of Alaska. It's anticipated that a standardized community outreach and input survey and firm will be developed in coordination with the State of Alaska and distributed and collected by Northwest Arctic Borough and their consulting support.

The team intends to make use of Google Drive, or a similar cloud storage platform for developing, editing, and storing interim project deliverables during the course of the project.

### PCAP Public and Stakeholder Engagement:

Northwest Arctic Borough will work collaboratively with Tribal Coalitions in Alaska participating in tis process. Northwest Arctic Borough and their consultants will participate in a working group with the State of Alaska and the Alaska Native Tribal Health Consortium to ensure consistency in deliverables and work projects of the grant.

Northwest Arctic Borough will conduct video conference outreach with tribal and community leaders of each tribal community participating in our coalition. Tribal leadership in each community will be responsible for disseminating and collecting information and input relevant to the planning effort within their own tribal communities. Tribal and community leadership will be given the opportunity to review draft PCAP documents before finalization of these deliverables.

### Key Deliverable #2: Comprehensive Climate Action Plan:

### CCAP Development Approach:

Northwest Arctic Borough and their team will develop the CCAP as an expansion and update of the PCAP. The GHG inventories being developed by the State of Alaska for each community will be used as a basis for the GHG inventory and evaluated for accuracy and relevance by the Northwest Arctic Borough team for each community.

Emissions Projections will consider population changes and energy use changes over time for each community and project forth emissions growth based upon those trends. Multiple projection will be evaluated, a "No action" projection, a projection considering implementation of all proposed reduction measures and one projection identifying an inbetween alternative.

Targets will vary for each community but in general will be based upon standards adopted in international agreements and across the United States and applied proportionally to each Tribe as necessary and as appropriate.

Implementation feasibility and limitations will be considered for each proposed reduction measure and consider factors such as cost of implementation, maintenance and longevity of solutions, capacity of the workforce to complete recommended reduction measures, and other factors as appropriate.

Given the small and remote nature of communities participating in this coalition, in general, high costs and limited capacity are the greatest factor in identifying, measuring and implementing carbon pollution reduction measures. Benefits and costs of pollution reduction measures will be calculated based upon data for similar and recent projects implemented across the state of Alaska. Benefits calculations will begin at the kilowatt or BTU level and be based upon data from available engineering analysis or previously completed engineering analysis throughout the region when available or build upon third party research from public agencies from real world actual results from implementation measures.

### CCAP Interagency and Intergovernmental Coordination:

Northwest Arctic Borough will work with each member Tribe and provide guidance to each Tribe regarding the meaning, intent, and potential of each CCAP. It is anticipated that Tribal Administrators and Tribal EPA IGAP personnel will be local leaders for each Tribal group and will share and update their elected Tribal Council's regarding the CCAP.

Agency partners, specifically the State of Alaska Department of Environmental Conservation, Alaska Energy Authority, and the EPA will be regularly updated throughout the project. The State of Alaska, ANTHC, and Northwest Arctic Borough, along with other interested Tribal coalitions intend to maintain a steering committee to coordinate delivery of the CCAP.

The State of Alaska will be leading efforts to establish and maintain a GHG inventory for every community. Northwest Arctic Borough will work to support The State and will help ensure accurate and appropriately detailed/assigned emissions by sector for the inventory. It is anticipated that the state of Alaska will have a GIS referenced publicly accessible database with emissions information for use by communities statewide. The team intends to utilize a cloud file share drive to coordinate drafts of documents.

### CCAP Public and Stakeholder Engagement:

During the development of the CCAP, Northwest Arctic Borough and their selected contractor will begin targeted and public outreach to Tribes. The PCAP will serve as a basis and learning tool and will be shared with Tribal leadership. A public meeting will be held over zoom for each community with a brief presentation on the scope of the project, the previous efforts on the PCAP, and provide an opportunity for public learning and engagement on the project. Additionally, input into potential reduction measures, and priorities will be sought.

Parallel to public engagement, the CCAP will include soliciting and collecting data, priorities, feedback, etc. from key stakeholders in each community to include the school district, electric utility, the regional housing authority, regional corporation, local Alaska native corporation, and other critical stakeholders. Given the remote nature of the communities and the often-centralized administration of these organizations, communication will primarily be over email and via phone calls. At key deliverable dates during the project group meetings to share progress and discuss deliverable status will be conducted over video teleconference.

### **ENVIRONMENTAL RESULTS, OUTPUTS, AND OUTCOMES:**

Anticipated short term and long-term environmental outcomes expected to be achieved under the CPRG planning grant include the following:

### **Climate Pollution Reduction Grants**

Northwest Arctic Borough Tribal Planning Grant Project Narrative

- Tons of pollution (GHGs) reduced over the lifetime of the measures identified in the PCAP and the CCAP
- Tons of pollution (GHGs and co-pollutants) are reduced annually.
- Identify Current C02 (lbs) by sector.
- Identify potential CO2 (lbs) reductions by sector.
- Identify current fuel oil consumption (gallons) by sector.
- Identify potential fuel oil consumption (gallons) reduction by sector.
- Identify potential renewable energy generation (kwh) by sector.
- Identify total energy use (btu) by sector.
- Identify total potential energy use reduction (btu) by sector.
- Identify total energy cost (\$) by sector.
- Identify total energy cost reduction (\$) by sector.

Additional outcomes are anticipated to include:

- Improved staff capacity at Northwest Arctic Borough to implement policies to address climate change;
- Enhanced community engagement with Tribal members on climate change, and climate change mitigation
- Improved ambient air quality;
- Health benefits achieved through improved indoor air quality.
- Reduced dependence on imported fossil fuels
- Increased public awareness of project and results.
- Creation of high-quality jobs with an emphasis on workers from underserved populations, specifically Indigenous communities, rural communities, and low-income communities.
- Community Member Participation in Plan Development (Estimated over 75)
- Community Zoom Community Meetings held Estimated 11
- Progress Reports throughout the project

### <u>CCAP</u>

### SCHEDULE:

Task 1 – Conduct data collection and community outreachMar 2024 – Nov 2024Northwest Arctic Borough staff will conduct zoom community meetings to present PCAP's, acquire additional feedback,<br/>present to Tribal Councils, and develop key components of the CCAP. Any additional data collection required for the<br/>expanded requirements of the CCAP will be completed by the Borough.

Task 2 – Revise GHG Inventory for each community

### Jun 2024 – Nov 2024

The State of Alaska will develop GHG Inventories for every census designated place in Alaska. Northwest Arctic Borough will provide data and community coordination to support accurate GHG inventory development for each Tribe. Within the CCAP, the GHG Inventory will be revised, updated, and expanded to include additional emissions sectors of the community not previously considered in the PCAP – specifically this will include local transportation, and carbon sinks.

Task 3 -Expand potential GHG Reduction measures/projects

Through community outreach and discussion, the Northwest Arctic Borough team will identify additional projects for inclusion as GHG reduction measures, to include local transportation projects and coordinate/include any identified inter community transportation projects that may have been identified by the State of Alaska.

Task 4- Estimate GHG Projections -

Dec 2024 – Mar 2025

Jun 2024 – Feb 2025

Northwest Arctic Borough will complete analysis and estimates of growth in future GHG Emissions for multiple scenarios - to include a no action scenario, a partial implementation of GHG emissions reductions scenario, and a full implementation of identified GHG emissions reductions.

### Task 5 – Set GHG Reduction Targets

Northwest Arctic Borough will develop multiple GHG Reduction Targets for each tribe based upon internal standards for reduction and consideration of potential reduction measures identified for each Tribe.

Task 6 – Quantity benefits and authority to implement measures/projects Dec 2024 – Mar 2025 Northwest Arctic Borough will identify potential benefits from each of the newly identified projects to include climate pollution benefits, financial benefits, and other considerations to include the populations and stakeholders who would benefit from each proposed project. Additionally, authority to implement each new project will be identified and evaluated. All older projects will be reviewed, updated, and expanded as relevant.

Task 7 Workforce Analysis and Federal Funding Plan Feb 2025 – April 2025 Northwest Arctic Borough will complete an analysis of workforce strengths, weaknesses, opportunities, and threats. Additionally, recommendations will be provided for funding sources - Federal, State, and other opportunities for each potential GHG reduction measure identified.

Task 8 – Complete Draft CCAP Report May 2025 – Jul 2025 Northwest Arctic Borough will prepare a draft CCAP report compiling the GHG Inventory, potential GHG reduction projects, identifying authority to implement for each project.

Task 9 – Complete Final CCAP Report

Northwest Arctic Borough will review, edit, and complete the final CCAP report by the proposed deadline.

### Task 10 - Project Management and Quarterly Reporting

Northwest Arctic Borough will complete quarterly reports, manage the budget and schedule throughout the project. This task will also include oversight and management of the selected contractor.

### **REPORTING:**

Reports will be developed on a quarterly basis providing updates on work status. Work progress, difficulties encountered, financial expenditures, preliminary data results, s and forecasted activities, and changes to key personnel (if any). Reports will be completed by Ingemar Mathiason, Energy Manager.

### **BUDGET:**

| Budget – NAB Tribal Coalition CPRG Planning |        |       |    |        |    |        |  |
|---|--------|-------|----|--------|----|--------|--|
|   | Year 1 |       |    | Year 2 |    | Total  |  |
| Personnel                                   |        |       |    |        |    |        |  |
| Energy Manager                              | \$     | 5,478 | \$ | 5,478  | \$ | 10,955 |  |
| TOTAL PERSONNEL                             | \$     | 5,478 | \$ | 5,478  | \$ | 10,955 |  |
| Fringe Benefits                             |        |       |    |        |    |        |  |
| 67% of Personnel                            | \$     | 3,755 | \$ | 3,755  | \$ | 7,510  |  |
| TOTAL FRINGE BENEFITS                       | \$     | 3,755 | \$ | 3,755  | \$ | 7,510  |  |
| Supplies                                    |        |       |    |        |    |        |  |
| Printing Supplies, Software, etc.           | \$     | 750   | \$ | 361    | \$ | 1,111  |  |
| TOTAL SUPPLIES                              | \$     | 750   | \$ | 361    | \$ | 1,111  |  |

Dec 2024 – Mar 2025

Jul 2025 - Sep 2025

Mar 2024 - Sep 2025

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### **Climate Pollution Reduction Grants**

Northwest Arctic Borough Tribal Planning Grant Project Narrative

| Contractual   |           |          |           |
|---|-----------|----------|-----------|
| PCAP, CCAP Development - Climate Specialist Contractor                    | \$ 85,592 | \$34,183 | \$119,775 |
| TOTAL CONTRACTUAL   | \$ 85,592 | \$34,183 | \$119,775 |
| Indirect Charges  |           |          |           |
| Federal Negotiated Indirect Cost Rate = 10% x Direct Costs                | \$ 998    | \$ 959   | \$ 1,958  |
| Federal Negotiated Indirect Cost Rate = 10% of first \$25k of Contractual |           |          |           |
| Costs   | \$ 2,500  | \$ -     | \$ 2,500  |
| TOTAL INDIRECT  | \$ 3,498  | \$ 959   | \$ 4,458  |
| TOTAL FUNDING   | \$ 99,073 | \$44,736 | \$143,809 |

### Personnel and Fringe Benefits: \$18,465

Personnel and Fringe Benefits include 208 hours of staff time for Ingemar Mathiason, Energy Manager, over the course of the project.

Costs for Personnel and Fringe were calculated as follows:

| Position       | # of Hourly<br>Hours Rate |    | 200 C |          | Fringe<br>Rate | Total<br>Fringe | Total<br>Salary +<br>Fringe |
|----------------|---------------------------|----|-------|----------|----------------|-----------------|-----------------------------|
| Energy Manager | 208                       | \$ | 52.67 | \$10,955 | 69%            | \$7,510         | \$18,465                    |

#### Supplies: \$1,111

Northwest Arctic Borough anticipates procurement of limited GHG software, printing, mail costs, and other costs necessary to successfully oversee and deliver the scope of the CPRG award. This quantity is a lump sum estimate.

### Contractual Procurements: \$119,775

Northwest Arctic Borough anticipates entering into a consulting contract with a qualified contractor to be responsible for producing 11 PCAP's and 11 CCAP's for our tribal coalition. An estimate to provide these services is provided below.

|                         |       |           | # of        |           |  |
|-------------------------|-------|-----------|-------------|-----------|--|
| <b>Key Deliverables</b> | Per C | Community | Communities | Total     |  |
| PCAP                    | \$    | 6,227     | 11          | \$55,800  |  |
| CCAP                    | \$    | 4,662     | 11          | \$68,950  |  |
| Total                   | \$    | 10,889    | 11          | \$124,750 |  |

### Indirect Charges: \$4,458

Northwest Arctic Borough will claim 10% of modified total direct costs and 10% of the first \$25,000 of subcontracted costs per the federal de minimis standards for indirect.

\$19,576 MTDC x 10% = \$1,958 \$25,000 subcontract x 10% =\$2,500 Total = \$4,458

### **CLIMATE INNOVATION TEAMS:**

Northwest Arctic Borough is interested in participating in a Climate Innovation Team.

### Administrative Conditions

#### National Administrative Terms and Conditions

#### **General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at: <u>https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later</u>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <u>https://www.epa.gov/grants/grant-terms-and-conditions#general</u>.

#### A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

Federal Financial Reports (SF-425): rtpfc-grants@epa.gov

MBE/WBE reports (EPA Form 5700-52A): bennett.andrea@epa.gov

All other forms/certifications/assurances, Indirect Cost Rate Agreements, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: <u>wasson.wendv@epa.gov</u>

Requests for Extensions of the Budget and Project Period, Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables, Amendment Requests, Requests for other Prior Approvals: <u>derr.rebecca@epa.gov</u>

Administrative questions and issues: rodriguez.michel@epa.gov

#### **B. Pre-Award Costs**

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from [7/01/2023] to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

#### C. Tribal Council Costs

With regard to payments to members of the Tribal Council, 2 CFR 200.444, provides that general costs of government are unallowable, and subparagraph (a)(2) specifically includes in this prohibition salaries and expenses of tribal councils whether incurred for purposes of legislation or executive direction.

At the same time, however, the guidance includes other provisions which may or may not allow payment of grant funds to Council members:

(a) 2 CFR 200.422 Advisory Councils – Costs incurred by advisory councils or committees are unallowable unless authorized by statute or the awarding agency.

(b) 2 CFR 200.459 Professional Service Costs - Costs of professional and consultant services rendered by persons who are

members of a particular profession or possess a special skill, and who are not officers or employees of the governmental unit, are allowable.

(c) 2 CFR 200.432 Conferences – Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the awarding agency.

(d) 2 CFR 200.444(b) General Costs of Government – For federally recognized Indian tribal governments, the portion of salaries and expenses directly attributable to managing and operating Federal programs by the chief executive and his or her staff is allowable.

Any costs pertaining to the Tribal Council must be in accordance with 2 CFR Part 200, Subpart E and the terms of this award. The recipient should refer to the entire paragraphs cited above and 2 CFR Part 200 in its entirety, 2 CFR Part 1500 and 40 CFR Part 35, as applicable, for additional requirements because the passages above are excerpts only, and other provisions could affect the allowability of costs. In accordance with 2 CFR 200.403, costs charged to the grant must be adequately documented. The recipient agrees to keep documentation as to how any Tribal Council costs charged to this grant fit with the above mentioned paragraphs and how the costs relate to the work plan components.

#### D. Expired (or Expiring) Indirect Cost Rate Agreement (also listed in General Terms and Conditions)

The indirect cost rate agreement on file with EPA expires <u>09/30/2023</u>. In order to charge for indirect costs beyond that date, we must have a copy of a current approved agreement in our files. If you have an approved rate agreement please provide a copy. If you have not yet received an approval of an indirect cost rate from your cognizant agency, please submit a copy within 30 days of approval to the EPA Region 10.

#### Note that you may not draw down funds for indirect costs without a current, approved rate in place.

Please send the indirect cost rate documentation via email to wasson.wendy@epa.gov or by mail to EPA Region 10, Grants Unit, 1200 Sixth Avenue, Suite 155, Mail code: 17-C04, Seattle, WA 98101.

### **Programmatic Conditions**

#### **Climate Pollution Reduction Grants Specific Programmatic Terms and Conditions**

#### A. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

#### Performance Reports - Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

#### **Performance Reports - Frequency**

Quarterly performance reports are required to be submitted electronically to the EPA Project Officer within 30 calendar days after the

reporting period (every three-month period). Quarterly reports are due according to the following schedule. If a due date falls on a weekend or holiday, the report will be due on the next business day. If a project start date falls within a defined reporting period, the recipient must report for that period by the given due date unless otherwise noted. This quarterly reporting schedule shall be repeated for the duration of the award agreement.

July 1 – September 30 Reporting Period: report due date October 30 (note, in year 1, this reporting period should begin at the project start date)

October 1 - December 31 Reporting Period: report due date January 30

January 1 - March 31 Reporting Period: report due date April 30

April 1 - June 30 Reporting Period: report due date July 30

The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.

#### Subaward Performance Reporting

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.

2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.

3. Environmental results the subrecipient achieved.

4. Summaries of audit findings and related pass-through entity management decisions.

5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

#### **B. DELIVERABLES AND REQUIREMENTS**

## Federally Recognized Tribes, Tribal Consortia, and U.S. Territories that accept an award are required to produce and submit the following two deliverables by the date specified:

1.) By March 1, 2024, a Priority Climate Action Plan (PCAP), which is a narrative report that includes a focused list of near-term, highpriority, implementation-ready measures to reduce Greenhouse Gas (GHG) pollution and an analysis of GHG emissions reductions that would be achieved through implementation. These initial plans can focus on a specific sector or sectors and do not need to comprehensively address all of the tribe's/tribes' or territory's sources of GHG emissions and sinks. The PCAP must include: a GHG inventory; quantified GHG reduction measures; a benefits analysis; and a review of authority to implement.

2.) A Comprehensive Climate Action Plan (CCAP), due at the end of the grant period. A CCAP should provide an overview of the tribe's/tribes' or territory's significant GHG sources/sinks and sectors, establish near-term and long-term GHG emission reduction goals, and provide strategies and identify measures addressing the highest priority sectors to help the tribe(s) or territory achieve those goals. Each CCAP must include: a GHG inventory; GHG emissions projections; GHG reduction targets; quantified GHG reduction measures; a benefits analysis; a review of authority to implement; a plan to leverage other federal funding; and, a workforce planning analysis.

Lead organizations should coordinate with other appropriate agencies and offices within their own government in the development and adoption of the planning deliverables. For example, climate planning efforts should involve agencies with responsibilities in different program areas, including environmental protection, energy, utilities, transportation, housing, waste management, and land use planning.

Climate plans for tribes represented by a tribal partnership or tribal consortium should be developed in close coordination with the member tribes, and workplans should describe the existing or planned roles and relationships of the partnering tribes and the process for developing work products.

#### C. Cybersecurity Condition

#### Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

#### **D.** Competency Policy

In accordance with the Competency Policy, as Project Officer I have determined (or received a determination from the technical designee(s) for this grant) that the recipient meets the requirements for demonstration of competence through ongoing successful past performance to similar statement(s) of work for this program.

#### **Competency of Organizations Generating Environmental Measurement Data**

In accordance with Agency Policy Directive Number FEM-2012-02, <u>Policy to Assure the Competency of Organizations Generating</u> Environmental Measurement Data under Agency-Funded Assistance Agreements,

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a preaward demonstration of competency is not practicable. Recipient agrees to demonstrate competency prior to carrying out any activities

under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <a href="https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf">https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf</a> or a copy may also be requested by contacting the EPA Project Officer for this award.

#### E. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events related to activities accomplished as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

#### F. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <a href="https://www.fgdc.gov/">https://www.fgdc.gov/</a>.

#### G. Quality Assurance

#### **Quality Assurance**

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in <u>2 C.F.R. §</u> <u>1500.12</u> Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement an Quality Assurance (QA) planning document in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

#### Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

- i. Develop a QAPP (for existing environmental information),
- ii. Prepare QAPP in accordance with the current version of EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans,
- ili. Submit the document for EPA review, and
- iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

#### For Reference:

• <u>Quality Management Plan (QMP) Standard</u> and <u>EPA QA/R-5</u>: <u>EPA Requirements for Quality Assurance Project Plans</u>; contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.

- EPA QA/G-5: Guidance for Quality Assurance Project Plans, Appendix C provides a QAPP Checklist.
- (QAM and/or PO may insert QA references that inform or assist the recipient here).
- EPA's Quality Program website has a list of QA managers, and Non-EPA Organizations Quality Specifications.
- The Office of Grants and Debarment Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial

#### H. Use of Logos

Assistance

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that Tanana Chiefs Conference received financial support from the EPA under an Assistance Agreement. More information is available at: <a href="https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy">https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy</a>

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