

**NORTHWEST ARCTIC BOROUGH ASSEMBLY
ORDINANCE 24-01**

**AN ORDINANCE OF THE NORTHWEST ARCTIC BOROUGH
ASSEMBLY APPROVING A MEMORANDUM OF AGREEMENT
WITH THE ALASKA MUNICIPAL LEAGUE TO CONDUCT THE
ALASKA ENERGYSHED PROJECT, AND FOR RELATED PURPOSES.**

WHEREAS: the Borough is the home rule regional government for Northwest Alaska and engaged in cutting-edge alternative energy projects for its villages; and

WHEREAS: AML is a nonprofit, nonpartisan, statewide organization with a purpose to strengthen Alaska's local governments with established networks and outreach platforms that serve all of Alaska's 165 cities and boroughs in addition to Alaska's tribal governments; and

WHEREAS: Launch Alaska is an Alaska-based nonprofit organization focused on accelerating climate tech deployment to decarbonize systems of energy, transportation, and industry; and

WHEREAS: through funding made available under the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy, the Alaska Energys shed (the "Project") aims to identify and develop at least three clean energy projects in Alaska, including the Northwest Arctic in order to help save money, reduce costs and environmental impacts from climate change, and improve local economies; and

WHEREAS: in coordination with the Project sponsor, Launch Alaska, the Borough will target six Northwest Alaska communities to carry out the Project for inventory and development of alternative energy projects; and

WHEREAS: to carry out the grant and three-year Project, the Borough must contribute \$66,600 per year in cash or in-kind services; and

WHEREAS: for the Borough's contributions, Launch Alaska will inventory the regional energy infrastructure by community, deploy virtual tools to facilitate community engagement and prioritize potential solutions, and help develop projects for funding and implementation; and

WHEREAS: the Borough wishes to enter into a Memorandum of Agreement in substantially the same form as accompanies this Ordinance to outline the terms and conditions for a cooperative arrangement for the Project.

NOW THEREFORE BE IT ENACTED: the Northwest Arctic Borough

Assembly hereby approves an MOA with the Alaska Municipal League for the Alaska Energysshed Project in substantially the same form that accompanies this Ordinance and authorizes Mayor Moto to execute the MOA and carry out the Project.


PASSED AND ADOPTED THIS 27th DAY OF Feb 2024.


Nathan Hadley, Jr., Assembly President

PASSED AND APPROVED THIS 27th DAY OF Feb 2024.


Dickie Moto, Sr., Mayor

SIGNED AND ATTESTED TO THIS 27th DAY OF Feb 2024.


Stella Atoruk, Borough Clerk

ATTEST:

First Reading: Jan 23, 2024
Second Reading: Feb 27, 2024

**MEMORANDUM OF AGREEMENT BETWEEN
THE ALASKA MUNICIPAL LEAGUE AND
THE NORTHWEST ARCTIC BOROUGH**

1. Purpose. This Memorandum of Agreement (this “Agreement”) is effective as of the 27th day of Feb, 2024 (the “Effective Date”), between the Alaska Municipal League (“AML”), and the Northwest Arctic Borough (the “Borough”) to set forth the terms and conditions for AML and the Borough to cooperate and contract for services to carry out the Alaksa Energysghed program in Northwest Alaska.

2. Statement of Background Principles.

- A. AML is a nonprofit, nonpartisan, statewide organization with a purpose to strengthen Alaska’s local governments with established networks and outreach platforms that serve all of Alaska’s 165 cities and boroughs in addition to Alaska’s tribal governments.
- B. The Borough is the home rule regional government for Northwest Alaska and engaged in cutting-edge alternative energy projects.
- C. Launch Alaska is an Alaska-based nonprofit organization focused on accelerating climate tech deployment to decarbonize systems of energy, transportation, and industry.
- D. Through funding made available under the U.S. Department of Energy’s Office of Energy Efficiency and Renewable Energy, the Alaska Energysghed (the “Project”) aims to identify and develop at least three clean energy projects in Alaska, including the Northwest Arctic in order to help save money, reduce costs and environmental impacts from climate change, and improve local economies.
- E. In coordination with the Project sponsor, Launch Alaska, the Borough will target six Northwest Alaska communities to carry out the Project.
- F. The parties wish to enter into this Agreement to outline the terms and conditions for a cooperative arrangement for the Project.

3. Term. The term of this Agreement will begin on the Effective Date and terminate on December 31, 2026.

4. Project Scope of Work. To carry out the Project, Launch Alaska will:

- A. Inventory the regional energy infrastructure by community, including the existing power infrastructure, renewable availability, carbon footprint, and climate risks.
- B. Deploy virtual tools to facilitate community engagement, gain stakeholder consensus, and prioritize potential solutions.
- C. Identify project opportunities that ensure climate justice through the development of local, renewable resources.
- D. Package identified projects at scale sufficient to attract private capital to rapidly develop and economically deploy the solutions.

5. Project Objectives. With support from AML and the Borough, Launch Alaska, will be responsible for:

- A. Selecting six communities within the Borough to participate in the Project.
- B. Collecting relevant Project data, including an inventory of existing local power infrastructure using a combination of forms, drones, and LiDAR in participating communities.
- C. Deploying virtual computer tools to share data collected in the participating communities and facilitating discussion and evaluation of that data.
- D. Identifying energy projects by expanding on the work already performed by local and regional organizations to determine the best overall project value and impact.
- E. Prioritizing and designing projects based on community input and feedback, in coordination with the National Renewable Energy Laboratory (NREL), which will perform techno-economic analysis of a select number of projects to evaluate and prioritize them.
- F. Securing project funding through a combination of public and private funding, including any tax credits, subsidies, and other funds.

6. Borough In-Kind Support. In consideration of the regional Project benefits, the Borough will provide in-kind Project support services or direct cash Project support, at

respective levels in the discretion of the Borough, in the total amount of \$66,600 each year during the Term.

7. AML Support. AML will: (a) assist with stakeholder engagement and will have a staff member support regional engagement for the Project; and (b) provide the match commitment letter to DOE, with the strategy being to raise funds for the non-federal match if an alternative energy project grant is subsequently awarded as a result of the Project.

8. Standard of Care. The parties agree to utilize their best efforts to complete the Services in a professional and timely fashion. In performing the Services, the Borough must exercise all due care and caution in accordance with the best industry practices and must utilize its best efforts to avoid damage to property and person.

9. Indemnification. Each party agrees to defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent that such liability, loss, expense, or claims for injury or damages is caused by or results from the negligent or intentional acts or omissions of that party, its officers, employees, or agents.

10. Assignment. This Agreement may be assigned upon written consent of the other party.

11. Miscellaneous. This Agreement does not create and will not be construed as creating any rights enforceable by any person or entity not a party to this Agreement. Nothing in this Agreement will be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or any association between the AML and the Borough. This Agreement represents the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous, express or implied, written or oral agreements, representations, and conditions between the parties with respect to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts, including by electronically transmitted signature, and each counterpart will for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same agreement. This Agreement may only be modified in writing by both parties.

The parties have executed this Agreement effective as of the Effective Date.

AML:

Alaska Municipal League

Nils Andreassen, Executive Director

BOROUGH:

Northwest Arctic Borough



Dickie Moto, Sr., Mayor

EXHIBIT A
SCOPE OF SERVICES

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