

**NORTHWEST ARCTIC BOROUGH ASSEMBLY
RESOLUTION 23-51**

**A RESOLUTION OF THE NORTHWEST ARCTIC BOROUGH
ASSEMBLY TO APPROVE A GRANT FROM THE ALASKA ENERGY
AUTHORITY RENEWABLE ENERGY FUND FOR A SOLAR PV
PROJECT IN THE COMMUNITY OF SELAWIK, ALASKA, AND FOR
RELATED PURPOSES.**

WHEREAS: the Northwest Arctic Borough is the home rule regional government for Northwest Alaska that provides essential programs and services to improve the quality of life for Borough residents, and is eligible to receive this grant; and

WHEREAS: Selawik wishes to pursue renewable energy to decrease the use of diesel fuel, increase the community's energy security, and improve its resilience in the face of extreme weather events; and

WHEREAS: the Borough supports the use and development of clean energy solutions in its villages; and

WHEREAS: the community of Selawik has collected sufficient data to determine that installation of a solar PV system is both technically and economically viable; and

WHEREAS: as authorized under Assembly Resolution 22-71, the Borough applied and was awarded a grant for the purpose of designing and constructing a solar PV system from the Alaska Energy Authority's (AEA) Renewable Energy Fund on behalf of the Native Village of Selawik; and

WHEREAS: as part of the grant requirement, the Borough will allocate a portion of Village Improvement Funds already awarded to the Native Village of Selawik under Assembly Resolution 22-60 as matching resources for the project in the amount of \$251,500.

NOW THEREFORE BE IT RESOLVED: the Northwest Arctic Borough Assembly approves acceptance of an AEA Renewable Energy Fund grant application on behalf of the Native Village of Selawik and authorizes Mayor Dickie Moto, Sr. to execute any documents on behalf of the Borough required to carry out the grant and solar PV system.

PASSED AND ADOPTED THIS 19th DAY OF SEPTEMBER 2023.



Nathan Hadley, Jr., Assembly President

PASSED AND APPROVED THIS 19th DAY OF SEPTEMBER 2023.



Dickie Moto, Sr., Mayor

SIGNED AND ATTESTED TO THIS 19th DAY OF SEPTEMBER 2023.



Stella Atoruk, Borough Clerk

ATTEST:



Alaska Energy Authority Grant Agreement



Grant Agreement Number 7015003		CFDA Number	Amount of Funds: \$ 1,134,500	AEA use only Managed <input type="checkbox"/> Pass-thru <input checked="" type="checkbox"/>	
Project Code(s) 411014	Proposal Number: RE15003		Period of Performance: From: 07/01/2023 To: 12/31/2025		
Project Title: Selawik Solar PV					
Grantee			Grantor		
Name Northwest Arctic Borough			Alaska Energy Authority		
Street/PO Box P.O. Box 1110			Street/PO Box 813 W. Northern Lights Blvd		
City/State/Zip Kotzebue, AK 99752			City/State/Zip Anchorage, AK 99503		
Contact Person Ingemar Mathiasson			Contact Person Ryan McLaughlin, Project Manager		
Phone: 907-445-2031	Fax: 907-442-2930	E-mail: imathiasson@nwabor.org	Phone: 907-771-3012	Fax: 907-771-3044	E-mail: RMcLaughlin@akenergyauthority.org

AGREEMENT

The Alaska Energy Authority (hereinafter 'Authority') and Northwest Arctic Borough (hereinafter 'Grantee'),
Section I. The Authority shall grant funds to pay for expenses incurred by the Grantee under the terms and conditions of this Agreement, in an amount not to exceed \$ 1,134,500, unless the grant amount is amended as provided herein.

Section II. The Grantee shall apply the grant funds to the Project and perform all of the work and other obligations required by this Agreement.

Section III. Performance under this agreement begins 07/01/2023 and shall be completed no later than 12/31/2025.

Section IV. The agreement consists of this page and the following:

Appendices

- Appendix A: General Provisions
- Appendix B: Standard Provisions
- Appendix C: Grantee Proposal/Scope of Work
- Appendix D: Project Management & Reporting Requirements
- Appendix E: Project Budget & Reimbursement Provisions

AMENDMENTS: Any amendments to this Agreement must be signed by authorized representatives of Grantee and the Authority and should be listed here.

Attachments/Forms

- Attachment 1: Financial Report/Request for Reimbursement Form
- Attachment 2: Progress Report Form
- Attachment 3: Notice of Project Closeout
- Attachment 4: Grantee Certification
- Attachment 5: Waiver of Sovereign Immunity

Grantee	Authority Project Manager	AEA Director
Signature _____ Date _____	Signature _____ Date _____	Signature _____ Date _____
Dickie Moto, Mayor	Ryan McLaughlin, Project Manager	Audrey Alstrom, AEA Director
Executive Director or Designee	Signature _____ Date _____	Curtis Thayer, AEA Executive Director

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APPENDIX A GENERAL PROVISIONS

1. Definitions

In this Grant Agreement, attachments and amendments:

- a) "Authority" means the Alaska Energy Authority, a public corporation of the State of Alaska.
- b) "Authority Project Manager" means the employee of the Authority responsible for assisting the Grantee with technical aspects of the Project and is one of the Grantor's contacts for the Grantee during all phases of the Project.
- c) "Authorized Representatives" means those individuals or entities authorized by an entity to act on its behalf, with delegated authority sufficient to accomplish the purposes for which action is needed.
- d) "Economic Life" means 30 years from the date of the final disbursement.
- e) "Executive Director" means the Executive Director of the Authority or the Executive Director's authorized representative.
- f) "Grantee Project Manager" means the person designated to fulfill the obligations arising under Appendix B, Section 9 "Grantee Project Manager".
- g) "Matching Contributions" means the cash, loan proceeds, in-kind labor, equipment, land, other goods, materials, or services a Grantee provides to satisfy any match requirements of a grant or to complete the Project.
- h) "Project" means Selawik Solar PV as defined in Appendix C (Scope of Grant) for which funds have been made available.
- i) "State" means the State of Alaska.

2. Indemnification

As a condition of this Grant, the Grantee shall indemnify, hold harmless, and defend the Authority and the State of Alaska from and against any claim of, or liability for, error, omission or negligent act of the Grantee arising out of, or in any way connected with, this Grant Agreement or the project for which the Grant is made. The Grantee shall not be required to indemnify the Authority or State of Alaska for a claim of, or liability for, the independent negligence of the Authority or State of Alaska agency. If there is a claim of, or liability for, the joint negligent error or omission of the Grantee and the independent negligence of the Authority or State of Alaska, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Grantee" and "Authority" and "State of Alaska," as used within this section, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Authority's or State of Alaska's selection, administration, monitoring, or controlling of the Grantee and in approving or accepting the Grantee's work.

3. Information Technology Risks and Warranties

Neither the Authority nor the State of Alaska makes any warranty, express or implied or assumes any legal liability or responsibility for the Grantee's use of the software, equipment or other related services provided by this grant or included in the project for which the grant is made. The Grantee

understands that although the Authority may procure software services or equipment on behalf of the grantee, the use of this software, equipment or other related services is at the Grantee's own risk. The Grantee bears the entire risk of using these services, such as any damages or liabilities resulting from a cyber-attack or computer virus on its own computers, communication systems and networks.

The Grantee acknowledges that computer, communications systems and networks are not fault-free and occasional periods of downtime occur. The Authority and the State of Alaska do not guarantee these services will be uninterrupted, timely, secure or error-free.

4. *Workers' Compensation Insurance*

The Grantee shall provide and maintain Workers' Compensation Insurance as required by AS 23.30 for all employees engaged in work under this Grant Agreement. The Grantee shall require any contractor to provide and maintain Workers' Compensation Insurance for its employees as required by AS 23.30.

5. *Insurance*

The Grantee is responsible for obtaining and maintaining any necessary insurance and endorsements as defined in Appendix B Standard Provisions

6. *Equal Employment Opportunity (EEO)*

The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The Grantee shall state in all solicitations or advertisements for employees to work on Authority funded projects, that it is an Equal Opportunity Employer (EEO) and that all qualified applications will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

The Grantee shall include the provisions of this EEO article in every contract relating to this Grant Agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor and subcontractor.

7. *Public Purposes*

The Grantee agrees that the Project to which this Grant Agreement relates shall be dedicated to public purposes and any project constructed or equipment or facilities acquired, shall be owned and operated for the benefit of the general public. The Grantee shall spend monies appropriated under this grant only for the purposes specified in the Grant Agreement. The benefits of the Project shall be made available without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

8. *Officials Not to Benefit*

No member of or delegate to Congress or the Legislature, or officials or employees of the Authority or Federal government may share any part of this agreement or any benefit to arise from it.

9. Governing Law

This Grant Agreement is governed by the laws of the State of Alaska. Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage.

10. Compliance with Applicable Law and Funding Source Requirements

The Grantee shall comply with all applicable local, state and federal statutes, regulations, ordinances and codes, whether or not specifically mentioned herein. Refer to Appendix B Standard Provisions for more specific requirements.

11. Severability

If any section, paragraph, clause or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall be unaffected and enforced to the fullest extent possible, and the invalid or unenforceable provision shall be deemed replaced with a valid and enforceable provision that is as similar as possible to such invalid or unenforceable provision.

12. Non-waiver

The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement, or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

13. Integration

This instrument and all appendices, amendments, attachments, hereto embody the entire Agreement of the parties concerning the grant funds granted hereunder. There are no promises, terms, conditions, or obligations regarding said funds other than those contained in the documents described above; and such documents shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto. To the extent there is any conflict between the provisions of Appendix A and B and the Grantee's application or proposal, the provisions of Appendix A and B prevail.

14. Grantee Not Agent of Authority

The Grantee and any agents and employees of the Grantee act in an independent capacity and are not officers or employees or agents of the Authority in the performance of this Grant Agreement.

15. Disputes

Any dispute arising under this Grant Agreement which is not disposed of by mutual agreement must be dealt with in accordance with 3 AAC 108.915.

16. Termination

- a) The Grantee shall have no rights to compensation or damages for termination except as provided in this Section.
- b) In addition to all other rights available under law, the Authority may terminate this Agreement or stop work on the Project for the convenience of the Authority or for cause upon ten (10) days written notice.

- c) "Cause" for termination shall exist when the Grantee has failed to perform under this Agreement, has been stagnant on progression of the project for 2 years, has provided incorrect or misleading information or has failed to provide information which would have influenced the Authority's actions. In order for termination to be for cause, the Grantee's failure to perform or the Grantee's provision of incorrect, misleading, or omitted information must be material.
- d) If this Agreement is terminated for cause, the Grantee shall be entitled to no compensation. The Grantee shall reimburse the Authority for all grant funds expended under this Agreement by the Grantee or on the Grantee's behalf including interest accrued from the date of disbursement. The Grantee shall also reimburse the Authority for any costs incurred to collect funds subject to reimbursement, and for any damages incurred by the Authority as a result of the Grantee's failure to perform or provision of incorrect or misleading information. The Authority may require the Grantee to return to the Authority some or all of the Project assets and the fair market value of the returned Project assets will be applied to reduce the amount of reimbursement the Grantee owes the Authority under this subsection d.
- e) If this Agreement is terminated at the sole request of the Authority for the sole reason of its convenience, the Grantee is not required to reimburse the Authority for funds expended prior to the date of termination. If the Grantee has incurred costs under this agreement, the Grantee shall only be reimbursed by the Authority for eligible costs the Grantee incurred prior to the date of termination of the Agreement. However, prior to making any claim or demand for such reimbursement, the Grantee shall use its best effort to reduce the amount of such reimbursement through any means legally available to it. The Authority's reimbursement to the Grantee shall be limited to the encumbered, unexpended amount of funds available under this Agreement.
- f) If the basis for the termination of the Agreement or stop work under Section 16(b) is capable of being cured, the Authority shall provide the Grantee thirty (30) days from the date the termination or stop work becomes effective for the Grantee to cure the basis for the termination or stop work. If the Grantee cannot reasonably cure the basis for the termination or stop work within this thirty (30) day period, but the Grantee promptly undertakes and diligently pursues such cure, the cure period shall be extended to sixty (60) days. The Authority may further extend the cure period if the Grantee demonstrates that it is prohibited from curing the basis for termination or stop work by any process, stay or injunction issued by any governmental authority or pursuant to any bankruptcy or insolvency proceedings. If the Grantee cures the basis for the stop work, the stop work will be lifted. Until the Agreement is reinstated or stop work lifted, the Authority may not disburse any amount under this Agreement to the Grantee except as otherwise specifically provided in this section.

17. Termination Due to Lack of Funding

In the event funding from the Authority, federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this agreement and prior to normal completion, the Authority may terminate the agreement, reduce funding, or re-negotiate subject to those new funding conditions.

18. No Assignment or Delegation

The Grantee may not assign or delegate this Grant Agreement, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Executive Director or Designee.

19. No Third Party Beneficiaries

Except as otherwise specified in this agreement, no person is a third party beneficiary of this Agreement and this Agreement creates no third party rights. Specifically, any person who is not a party to this Agreement shall be precluded from bringing any action asserting the liability of a party or asserting any right against a party to this Agreement, through the terms of this Agreement. No person, other than a party to this Agreement, may bring any action based upon this Agreement for personal injuries, property damages, or otherwise.

20. No Additional Work or Material

No claims will be allowed for additional work, materials, or equipment, not specifically authorized in this Grant Agreement, which are performed or furnished by the Grantee.

21. Changes

Any changes which have been agreed to by both parties will be attached and made a part of this Grant Agreement by use of a written Amendment. Any such Amendment must be dated and signed by Authorized Representatives of the Authority and the Grantee.

22. Right to Withhold Funds

The Authority may withhold payments under this Grant Agreement for non-compliance with any of the provisions of this Grant Agreement.

23. Remission of Unexpended Funds

The Grantee shall return all unexpended grant monies to the Authority within 90 days of the Project completion.

24. Tax Compliance Responsibilities of Grantee

The Grantee is responsible for determining applicable federal, state, and local tax requirements, for complying with all applicable tax requirements, and for paying all applicable taxes. The Authority may issue an IRS Form 1099 for Grant payments made. The Grantee shall pay all federal, state and local taxes incurred by the Grantee and shall require the payment of all applicable taxes by any contractor or any other persons in the performance of this Grant Agreement.

25. Lobbying Activities

In accepting these funds, the Grantee agrees and assures that none of the funds will be used for the purpose of lobbying activities before the United States Congress or Alaska Legislature. No portion of these funds may be used for lobbying or propaganda purposes as prohibited in AS 37.05.321, 18 U.S.C. 1913, 31 U.S.C. 1352, or other laws as applicable.

26. Financial Management and Accounting

The Grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles. In addition, the accounting system must keep separate all grant funds awarded under this grant agreement.

27. Procurement Standards

Grantees will follow competitive purchasing procedures that: 1) provide reasonable competitive vendor selection for small dollar procurements; 2) provide for competitive bids or requests for proposals for contracts and procurements greater than \$100,000; 3) provide a justification process for non-competitive procurements or contracts; 4) document the source selection methods used for all contracts, equipment, or material transactions greater than \$10,000. Grantees who have questions about their procurement procedures or a specific procurement should contact the Authority's Grant Manager.

28. Reporting Requirements

The Grantee shall submit progress reports to the Authority according to the schedule established in Appendix D of this Grant Agreement.

29. Ownership of Documents and Products

Except as otherwise specifically agreed, all designs, drawings, specifications, notes, artwork, computer programs, reports and other work developed with grant funds in the performance of this agreement are public domain and may be used by the Authority and/or public without notice or compensation to the Grantee. The Grantee agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Except as otherwise specifically agreed, and without limiting any Intellectual Property requirements of a federal funding agency, the Authority shall have unlimited rights to use and to disseminate any data produced or delivered in the performance of the contract. For purposes of clarity, nothing in this section precludes Grantee from using any document or product with respect to the Project or other Grantee uses.

30. Inspections and Retention of Records

The Grantee shall keep a file for financial, progress and other records relating to the performance of the grant agreement. The file must be retained for a period of four years from the fully executed close out of the grant agreement or until final resolution of any audit findings claim or litigation related to the grant. The Authority may inspect, in the manner and at reasonable times it considers appropriate, records and activities under this Grant Agreement.

31. Audits

This Grant Agreement is subject to 2 AAC 45.010 single audit regulations for State Grants. The Grantee must comply with all provisions of 2 AAC 45.010 and any additional audit requirements outlined in Appendix D.

Commercial (for-profit) entities shall obtain an audit by an independent auditing firm similar to a program audit prepared under 2 CFR 200. The auditee and auditor shall have basically the same responsibilities for the federal or state program as they would have for an audit of a major program in a single audit. The expenditure threshold is \$750,000 in the commercial entity's fiscal year.

32. Legal Authority

The Grantee certifies that it possesses legal authority to accept grant funds from the State of Alaska and to execute the Project described in this Grant Agreement by signing the Grant Agreement document. The Grantee's relation to the Authority and the State of Alaska shall be at all times as an independent Grantee.

33. Grant Close out

Upon completion of all work and expenditure of all grant funds related to the Project the Authority will provide written notice to the Grantee that the Grant will be closed. The Grantee shall sign the Notice of Project Closeout within 30 days after it is delivered by the Authority. The Grant will be considered closed upon receipt of the signed Notice of Project Closeout.

The Grant will be administratively closed if the Grantee fails to return the Notice of Project Closeout within 30 days after it is delivered by the Authority. If the Grantee has a valid reason for the Grant to remain open, they must contact the Authority in writing within 30 days.

No additional reimbursements will be made to the Grantee after the grant is closed out.

Appendix B Standard Provisions

1. Grant Funding Sources

This Grant is subject to appropriation and availability of funds as listed below:

State of Alaska	\$1,134,500	SLA 2023 Ch. XX, Sec. 14, Pg. 83, Ln. 25-27
Northwest Arctic Borough	<u>251,500</u>	Community Cash Match
Total Funding	<u>\$1,386,000</u>	

Grantee acknowledges that if additional grant funds are made available they are subject to the terms and conditions of this Agreement and any amendment.

2. Governing Laws

The Grantee shall perform all aspects of this Project in compliance with all applicable state, federal and local laws.

3. Documentation and Record Keeping

The Grantee shall maintain the following in their files:

- Grant application;
- Grant agreement and any amendments;
- All written correspondence or copies of emails relating to the Grant;
- Reports, including any consultant work products;
- A separate accounting of grant income and expenditures;
- Supporting documentation for the expenditures charged to the grant (including supporting documentation for all required matching contributions).

The Authority and any authorized federal representative may inspect, in the manner and at any reasonable time either considers appropriate, the Grantee's facilities, records, and activities funded by this Grant Agreement.

4. Eligible Costs

The Authority, as Grantor, shall have sole discretion to determine which project costs are eligible to be paid from Grant monies under this agreement. Only direct costs of the Project are eligible for payment or reimbursement from grant funds. Indirect costs are not allowed under this grant unless approved by the Authority in Appendix E.

The eligible costs will be determined in accordance with 3 AAC 107.600 – 695 and the Request for Applications dated October 4, 2022; which is incorporated by reference into this grant agreement.

5. Insurance Requirements

The following insurance requirements are in effect for this Project. Grant funds may be used to procure Project related insurance and the Authority will work with the Grantee to ensure that these requirements are met. Insurance will be obtained with an insurance carrier or carriers covering

injury to persons and property suffered by the State of Alaska, Alaska Energy Authority or by a third party as a result of operations under this grant. The insurance shall provide protection against injuries to all employees of the Project engaged in work under this grant. All insurance policies shall be issued by insurers that (i) are authorized to transact the business of insurance in the State of Alaska under AS 21 and (ii) have a Bests Rating of at least A-VII and be required to notify the Authority, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability.

Where specific limits and coverage are shown, it is understood that they shall be the minimum acceptable and shall not limit the Grantee's indemnity responsibility. However, costs for any coverage in excess of specific limits of this agreement are the responsibility of the Grantee and may not be charged to this grant agreement.

The following policies of insurance shall be maintained with the specified minimum coverage and limits in force at all times during the performance work under this Project:

- a. Workers' Compensation: as required by AS 23.30.045, for all employees engaged in work under this Project. The coverage shall include:
Waiver of subrogation against the State and the Alaska Energy Authority and Employer's Liability Protection at \$500,000 each accident/each employee and \$500,000 policy limit;
- b. Commercial General Liability: on an occurrence policy form covering all operations under this Project with combined single limits not less than:
\$1,000,000 Each Occurrence;
\$1,000,000 Personal Injury;
\$1,000,000 General Aggregate; and
\$1,000,000 Products-completed Operations Aggregate.

The State of Alaska and Alaska Energy Authority shall be named as an Additional insured.

- c. Automobile Liability: covering all vehicles used in Project work, with combined single limits no less than \$1,000,000 each occurrence.

All of the above insurance coverage shall be considered to be primary and non-contributory to any other insurance carried by the State of Alaska and Alaska Energy Authority, whether self-insurance or otherwise.

The Authority's acceptance of deficient evidence of insurance does not constitute a waiver of Grant requirements.

6. Sovereign Immunity

By execution of this grant agreement, the Grantee irrevocably waives any sovereign immunity which it may possess, and consents to suit against itself or its officials, under the laws of the State of Alaska, in the courts of the State of Alaska as to all causes of action by the Authority arising out of or in connection with this agreement. If the Grantee is an entity which possesses sovereign immunity, it shall provide the Authority with a resolution of the Grantee's governing body waiving sovereign immunity, and such resolution shall be incorporated into this agreement as an Attachment. (See Attachment 5)

7. Procurement and Suspension and Debarment

When the Grantee enters into a transaction with an entity for the purchase of goods or services that are expected to equal or exceed \$25,000, or meet other special criteria as specified in 2 CFR section 180.220, the grantee is required to verify that the entity and its principals as defined in 2 CFR section 180.995, are not suspended or debarred or otherwise excluded from participating in the transaction. The Grantee must verify the eligibility of the entity and its principals by one of the following: (1) checking the *Excluded Parties List System (EPLS)* maintained by the General Services Administration (GSA) (Note: EPLS is no longer a separate system; however, the OMB guidance and agency implementing regulations still refer to it as EPLS) and available at <https://www.sam.gov/portal/public/SAM/>, (2) collecting a certification from the entity, or (3) adding a clause or condition to the covered transaction with that entity stating it is not suspended or debarred from participating in the transaction (2 CFR section 180.300).

8. Declaration of Public Benefit

The parties acknowledge and agree that the Project shall be constructed, owned and operated for the benefit of the general public and will not deny any person use and/or benefit of Project facilities due to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

9. Grantee Project Manager

For construction projects, the Grantee will contract or hire competent persons to manage all phases of the Project. Work at a minimum will include; management of Grantee's labor for the project, engineering firms and consultants, procurement, management of construction contractors, selection of equipment, review of plans and specifications, on-site inspections and review and approval of work, and other duties to ensure that the completed work conforms with the requirements of the grant and the construction documents.

If the Grantee fails to provide adequate project management the Authority may terminate the Grant or assume project management responsibilities with the concurrence of the Grantee. Costs for a Grantee Project Manager must be reasonable to be considered an eligible grant expense.

10. Approval to Proceed with Next Phase

A grant award may be for one or more phases of a project. The Grantee must achieve substantial completion of work or of designated grant milestones and receive approval from the Authority prior to proceeding to the next phase of work.

11. Contracts for Engineering Services

In the event the Grantee contracts for engineering services, the Grantee will require that the engineering firm certify that it is authorized to do business in the State of Alaska and provide proof of licensing and required professional liability insurance.

Unless otherwise agreed by the Authority, the insurance required by this section shall, at a minimum, included professional liability insurance covering all errors, omissions or negligent acts in the performance of professional services under this agreement, with limits required per the following schedule:

<u>Contract Amount</u>	<u>Minimum Required Limits</u>
Under \$ 100,000	\$ 300,000 per Occurrence/Annual Aggregate
\$ 100,000-\$ 499,999	\$ 500,000 per Occurrence/Annual Aggregate
\$ 500,000-\$ 999,999	\$ 1,000,000 per Occurrence/Annual Aggregate

\$ 1,000,000 or over

Refer to Risk Management

12. Site Control

If the grant Project involves the occupancy and use of real property, the Grantee assures that it has the legal right to occupy and use such real property for the purposes of the grant, and further that there is legal access to such property. The Grantee is responsible for securing the real property interests necessary for the construction and operation of the Project, through ownership, leasehold, easement, or otherwise, and for providing evidence satisfactory to the Authority that it has secured these real property interests before site construction begins.

13. Permits

It is the responsibility of the Grantee to identify and ensure that all permits required for the construction and operation of this Project by the Federal, State, or Local governments have been obtained unless otherwise stated in Appendix C. These permits may include, but are not limited to, Corps of Engineers, Environmental Protection Agency, Alaska Department of Environmental Conservation, State Historic Preservation Office, State Fire Marshal, Alaska Department of Natural Resources, Alaska Department of Fish and Game and Boroughs.

14. Exclusion of Existing Environmental Hazards

Grant funds for investigation, removal, decommissioning, or remediation of existing environmental contamination or hazards, are not allowed unless specifically specified and approved in Appendix C.

15. Environmental Standards

The Grantee will comply with applicable environmental standards, including without limitation applicable laws for the prevention of pollution, management of hazardous waste, and evaluation of environmental impacts.

16. Current Prevailing Rates of Wage and Employment Preference

To the extent required by federal and State law construction projects may require certain Grantees to include the requirements for Davis Bacon and Little Davis Bacon when contracting for construction services. This requires contractors to pay minimum rates of pay for specific classes of workers and provide certified payrolls to the State Department of Labor. The current wage rates can be found at the following web sites:

The Federal wage rates at <https://beta.sam.gov/>

The State wage rates at <http://www.labor.state.ak.us/lss/pamp600.htm>

If federal funding sources require federal Davis Bacon compliance, the Grantee must use both the Federal and State wage scale and the contractor is required to pay the higher of the State or Federal wage scale. When only State Funds are used that requires "Little Davis Bacon," the Grantee is only required to follow the State Rate schedule.

For projects that are only State funded, contractors are also required to use local residents where they are available and qualified in accordance with AS 36.10.150-180, and 8 AAC 30.064 - 088.

The Grantee is responsible for identifying any other sources of project funds and for ensuring compliance with applicable wage scales for all sources of project funding. If a Grantee believes they or their contractors may be exempt from these requirements, they should contact the State

of Alaska Department of Labor and Workforce Development, Wage and Hour Administration, for a determination and forward a copy of that determination to the Authority's Grant Administrator.

17. Construction Plans and Specifications Review

Prior to public notice of bidding a construction project the Grantee will provide the plans and specifications to the Authority for review. Concurrence that the plans and specifications are consistent with the grant award must be received before grant funds will be released for construction related costs.

18. Construction Insurance and Bonding

When the value of the construction is anticipated to be greater than \$100,000, prior to beginning construction on a project funded by this grant, the Grantee or Grantee's contractor(s) must provide the Authority; either a payment and performance bond, as may be required by AS 36.25.010, a surety in form and substance acceptable to the Authority, or some other guarantee or assurance acceptable to the Authority that the Grantee or the Grantee's contractor has the capacity, qualifications, and financial resources necessary to complete construction of the project as proposed in the grant or construction contract(s) funded by this grant. Post Construction Certification.

Upon completion of construction the Grantee will submit a final report that includes:

- Certification that all work is completed in accordance with the grant and all costs claimed are eligible costs and represent work completed on the Project;
- Summary of total project cost including detailed funding sources and any outstanding debt;
- Certification that there is a release of any contractor or subcontractor liens on the project;
- Identification of any outstanding construction issues;
- Demonstration that appropriate insurance is in place and,
- As-built drawings.

19. Ownership of Facilities

The Grantee shall assume all liabilities arising from the ownership and operation of the Project. Grantee will not sell, transfer, encumber, or dispose of any of its interest in the facilities constructed with this grant funding during the economic life of the project without prior written approval of the Authority.

20. Operation and Maintenance of Facilities

The Grantee is required to maintain and operate the facilities defined in Appendix C of this agreement for the economic life of the facility or the specific period of time designated herein.

In the event that the Grantee is no longer operating the facilities for the intended purposes the Authority may require the Grantee to reimburse the Authority an amount based on the total contribution of the Authority, the value of the assets, and the terms and conditions of this agreement. The Authority may require that the assets acquired under this agreement be sold and the proceeds returned to the Authority.

21. Performance/Operation and Maintenance (O&M) Reporting

Pursuant to 3 AAC 107.685 (Auth. AS 42.45.045) the grantee shall, upon written request from AEA for O&M-related data/information, provide the requested O&M data/information to AEA within 10 business days of receipt of the request. Failure to comply timely with the request and/or failure to provide reasonable evidence – at the determination of AEA - concerning the Grantee's inability

and/or unwillingness to provide such data/information may render the Grantee ineligible for recommendations for future Renewable Energy grants and/or ineligible for other future grants from AEA. Exceptions to requests for data/information will be made at AEA's discretion, on a case-by-case basis. The O&M reporting period shall be from the date of execution of the Grant Agreement to five-years from the grant close-out date.

22. *Tariffs & Rates for Use of Grant-Funded Assets*

Rates for power provided as a result of generation or transmission facilities built with grant funds may be subject to review and approval by the Regulatory Commission of Alaska (RCA), or if the rates are not subject to RCA review and approval, they may be subject to review and approval by the Authority to ensure reasonable and appropriate public benefit from the ownership and operation of the Project.

As a condition of the grant, Independent Power Producers will agree to sell energy resources for electricity and heat at a cost-based rate for the economic life of the project. The Authority will hire an independent economist to provide guidance in developing a cost-based rate for electric sales with an appropriate rate of return on equity.

The allowable cost-based rate represents the highest rate that the Independent Power Producer will be allowed to charge. Because the cost-based rates are a grant condition, avoided costs rates or Public Utility Regulations Policies Act (PURPA) rates will not apply for projects which obtain grant funding.

Application for a Certification of Public Convenience and Necessity (CPCN) is also a grant condition. RCA action related to the issuance of the CPCN must be completed prior to the issuance of any construction grant funding.

23. *Grant-funded Assets Not Included with PCE*

The Grantee agrees that it will not include the value of facilities, equipment, services, or other benefits received under this grant as expenses under the Power Cost Equalization Program or as expenses on which wholesale or retail rates or any other energy tariffs are based.

24. *Substantial Completion of Project.*

Upon substantial completion of the project, the Authority PM shall schedule a site inspection with the general contractor, the designer of record, the grantee and the Authority. At this inspection, a punchlist will be generated of outstanding items which must be completed prior to grant completion. Upon completion of this inspection, the Authority will issue a Notice of Substantial Completion (NOSC) and identify in this notice, the punchlist items which must be completed. When the Notice is issued, the Grantee assumes all responsibility associated with operating and maintaining the Project, except as specifically provided otherwise herein or by separate agreement executed by the Authority and the Grantee.

The Grantee may disagree with the substantial completion determination by providing written notice to the Project Manager within 30 days after receipt of the Notice of Substantial Completion. The Grantee's written objections disagreeing with the Notice of Substantial Completion must detail the reasons the Grantee believes the Notice of Substantial Completion should not be issued. Further the Grantee must explain what the Grantee expects should be done so the Notice of Substantial Completion can be issued, and when the additional issues identified can be

completed or resolved. The Authority will follow-up within 60 days, letting the Grantee know if the objections have been accepted, if the Notice of Substantial Completion stands, or, if the Notice of Substantial Completion is modified.

Within 30 days of final disposition of the Notice of Substantial Completion, the Authority Project Manager will issue a Certificate of Substantial Completion which will include an updated punchlist (if one still exists) which will be signed by the general contractor and the Authority. The date of this certificate shall be the completion date of the Project.

Appendix C Grantee Proposal/Scope of work

The proposed project objective is to construct a 398kW solar photovoltaic array in Selawik, Alaska. This includes reviewing the design from a previous REF14 project, procuring all materials, coordinating barge shipment of critical components, installing system on-site, and testing and commissioning the new Solar PV with the existing diesel power plant and battery energy storage system currently under development. Specific tasks and deliverables will be adhered to in the project schedule and are outlined below.

Task #	Milestone	Tasks	Start Date	End Date	Deliverables
1	Grant agreement executed	Execute related documents	Jul 2023	Aug 2023	Signed agreement
2	Notice to Proceed for contractor	Review and approve project schedule, submittals, plan, permits, and other relevant documents to previously selected design-build contractor	Sep 2023	Oct 2023	Notice to Proceed
3	Procure Materials	Procure major materials for the project	Oct 2023	May 2024	Material Take Off
3.1	Shipping	Ship majority of materials via first barge of the season to reach Selawik	May 2024	Jul 2024	Barge Manifest of Shipment
3.2	Site Preparation	Clearing, grubbing, and foundation work for solar PV panels, installation of fencing	Jun 2024	Aug 2024	Site Layout, Bi-Weekly Reports
3.3	Trenching and Cabling	Construct trench and complete layout of microinverters and electrical connections to power plant and battery system	Jul 2024	Aug 2024	Bi-Weekly Reports
3.4	Install Solar PV	Install Solar photo voltaic panels and connect to microinverters and wiring	Aug 2024	Sep 2024	Bi-Weekly Reports
4	Testing and Commissioning	Complete testing, training, and commissioning of the	Oct 2024	Jun 2025	As-builts, final inspection report, follow up field report, Power Purchase Agreement in place

		systems; meter production			
5	Grant closeout	Prepare & submit final reports	Jun 2025	Sep 2025	Submittal of final project report and close-out documentation
6	Performance Reporting	NAB will provide AEA with Quarterly Performance Reports	Jun 2025	Jun 2030	Quarterly Performance Reports

Appendix D Project Management & Reporting Requirements

1. Project Management

The Grantee will notify the Authority immediately of any significant organizational changes during the term of the grant, including changes in key personnel or tax status, any unforeseen problem or project delay that may cause a change to the work plan or budget or that may otherwise affect the Grantee's ability to perform its commitments under this Grant Agreement. Any unreported or unapproved changes to the work plan or budget evident in reports may result in an amendment being required, costs disallowed, suspension or termination of the grant as described in Appendix A.

2. Contact Persons

For the Grantee	For The Authority
Grant Manager Ingemar Mathiasson P.O. Box 1110 Kotzebue, AK 99752 imathiasson@nwabor.org 907-445-2031	Grant Manager Karin St. Clair, Grants Administrator 813 W. Northern Lights Blvd. Anchorage, Alaska 99503 kstclair@akenergyauthority.org 907-771-3081
Project Manager Ingemar Mathiasson P.O. Box 1110 Kotzebue, AK 99752 imathiasson@nwabor.org 907-445-2031	Project Manager Ryan McLaughlin 813 W. Northern Lights Blvd. Anchorage, Alaska 99503 RMcLaughlin@akenergyauthority.org 907-771-3012

3. Monthly Progress and Financial Reports

The Grantee will provide monthly progress and financial reports by email (or other method allowed by the Authority, if email is not available) to the Authority Project Manager. These reports are due starting the first full month after the execution of this Agreement. This report must update the Authority on the project's progress, regulatory and compliance issues, possible delays, and grant expenditures during the month. These Monthly Progress Reports, which are due within 30 days of the end of the previous month, must summarize, in one or two pages, the progress made on grant tasks during the month and identify any difficulties in completing tasks or meeting goals or deadlines. The Grantee must also include with the report copies of any work products due to the Authority during this period.

Reports are considered late five (5) days after the due date. No further payments will be made without submission and approval of required reports. Work completed after the twenty-day period when required reports have not been submitted is at the Grantee's risk, and costs incurred may be disallowed. Repeated failure to submit reports in a timely manner could result in suspension or termination of the grant.

All reports and deliverables required in this agreement must have been submitted and approved by the Authority prior to the final payment being released.

Appendix E Project Budget & Reimbursement Provisions

1. Allowable Costs

Allowable costs under this grant include all reasonable and ordinary costs for direct labor & benefits, travel, equipment, supplies, contractual services, construction services, and other direct costs identified and approved in the Project budget that are necessary for and incurred as a direct result of the Project and consistent with the requirements noted in Appendix B 4 Eligible Costs.

A cost is reasonable and ordinary if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs.

Allowable costs are only those costs that are directly related to activities authorized by the Grant Agreement and necessary for the Project. The categories of costs and additional limits or restrictions are listed below:

a. Direct Labor & Benefits

Include salaries, wages, and employee benefits of the Grantee's employees for that portion of those costs attributable to the time actually devoted by each employee to, and necessary for the Project. Direct labor costs do not include bonuses, stock options, other payments above base compensation and employee benefits, severance payments or other termination allowances paid to the Grantee's employees.

b. Travel, Meals, or Per Diem

Include reasonable travel expenses necessary for the Project. These include necessary transportation and meal expenses or per diem of Grantee employees for which expenses the employees are reimbursed under the Grantee's standard written operating practice for travel and per diem or the current State of Alaska Administrative Manual for employee travel.

c. Equipment

Include costs of acquiring, transporting, leasing, installing, operating, and maintaining equipment necessary for the Project, including sales and use taxes.

Subject to prior approval by the Authority Project Manager, costs or expenses necessary to repair or replace equipment damage or losses incurred in performance of work under the grant may be allowed. However, damage or losses that result from the Grantee's employees, officer's, or contractor's gross negligence, willful misconduct, or criminal conduct will not be allowed.

d. Supplies

Include costs of material, office expenses, communications, computers, and supplies purchased or leased by the Grantee necessary for the Project.

e. Contractual services

Include the Grantee's cost of contract services necessary for the Project. Services may include costs of contract feasibility studies, project management services, engineering and design, environmental studies, field studies, and surveys for the project as well as costs incurred to comply with ecological, environmental, and health and safety laws.

f. Construction Services

For construction projects this includes the Grantee's cost for construction contracts, labor, equipment, materials, insurance, bonding, and transportation necessary for the Project. Work performed by the Grantee's employees during construction may be budgeted under direct labor and benefits. Contracted project management or engineering may be budgeted under contractual services and major equipment purchases made by the Grantee may be budgeted under equipment.

g. Other Direct Costs

In addition to the above the following expenses necessary for the Project may be allowed.

- Net insurance premiums paid for insurance required for the grant Project;
- Costs of permits and licenses for the grant Project;
- Non-litigation legal costs for the Project directly relating to the activities; in this paragraph, "non-litigation legal costs" includes expenses for the Grantee's legal staff and outside legal counsel performing non-litigation legal services;
- Office lease/rental payments;
- Other direct costs for the Project directly relating to the activities and identified in the grant documents; and/or
- Land or other real property or reasonable and ordinary costs related to interests in land including easements, right-of-ways, or other defined interests.

2. Specific Expenditures not allowed

Ineligible expenditures include costs for overhead, lobbying, entertainment, alcohol, litigation, payments for civil or criminal restitution, judgments, interest on judgments, penalties, fines, costs not necessary for and directly related to the grant Project, or any costs incurred before the beginning date of the grant as indicated on the signature page.

Overhead costs described in this section include:

- salaries, wages, applicable employee benefits, and business-related expenses of the Grantee's employees performing functions not directly related to the grant Project;
- office and other expenses not directly related to the grant Project; and
- costs and expenses of administration, accounting, human resources, training, property and income taxes, entertainment, self-insurance, and warehousing.

3. Match

The Grantee is required to provide \$251,500 in cash match for this Project. Cash match will be applied based on a percentage basis unless otherwise specified in the budget in Appendix C. In-kind match will be applied based on the budget in Appendix C.

4. Cost Share Match Requirements

Cost sharing or matching is that portion of the Project costs not borne by the Authority. The Authority will accept all contributions, including cash and in-kind, as part of the Grantees' cost sharing or matching when such contributions meet the following criteria:

- Are provided for in the Project budget;
- Are verifiable from the Grantee's records;
- Are not included as contributions for another state or federally assisted project or program; (The same funds cannot be counted as match for more than one program.)
- Are necessary and reasonable for proper and efficient accomplishment of the Project or program objectives;
- Are allowable costs;
- Are not paid by the State or federal government under another award, except for those authorized by the State or federal statute to be used for cost sharing or matching;
- Must be incurred within the grant eligible time period. The Authority may allow cost sharing or matching contributions that occurred prior to the grant eligible time period for projects that involve construction.

5. Valuing In-Kind Support as Match

If the Grantee chooses to use in-kind support as part of or its entire match, the values of those contributions must be approved by the Authority at the time the budget is approved. The values will be determined as follows:

- The value of real property will be the current fair market value as determined by an independent third party or a valuation that is mutually agreed to by the Authority and the Grantee and approved in the grant budget.
- The value assessed to Grantee equipment or supplies will not exceed the fair market value of the equipment or supplies at the time the grant is approved or amended.
- Equipment usage will be valued based on approved usage rates that are determined in accordance with the usual accounting policies of the recipient or the rates for equipment that would be charged if procured through a competitive process. Rates paid will not exceed the fair market value of the equipment if purchased.
- Rates for donated personal services will be based on rates paid for similar work and skill level in the recipient's organization. If the required skills are not found in the recipient organization, rates will be based on rates paid for similar work in the labor market. Fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.
- Transportation and lodging provided by the Grantee for non-local labor will not exceed the commercial rates that may be available within the community or region.

6. Grant Disbursements

The Grantee must request disbursement of grant funds in the form and format required by the Authority with appropriate back-up documentation and certifications. (See Attachment 1).

Reimbursements are made for actual costs incurred and must be for approved milestones. The back-up documentation must demonstrate the total costs incurred are allowable, and reflect the amount being billed. Documentation must include:

- A ledger summarizing cost being billed;
- A summary of direct labor costs supported by timesheets or other valid time record to document proof of payment;
- Travel and per-diem reimbursement documentation;
- Contractor or vendor pay requests;
- Itemized invoices and receipts; and
- Detailed ledger of costs being charged to this grant.

Additionally, the Grantee may be required to provide proof of payment of the incurred costs at the request of the Authority.

Payment of grant funds will be subject to the Grantee complying with its matching contribution requirements of the Grant.

Payment of grant funds will be made by the Authority to the Grantee within 30 days from receipt of a properly completed, supported, and certified Reimbursement Request (See Attachment 1).

7. Withholding of Grant Funds

If, upon review of the monthly billings, the Authority discovers errors or omissions in the billings it will notify the Grantee within thirty (30) days of receipt of the billing. Payment for the portion of billings for which there is an error or omission may be withheld pending clarification by Grantee.

Grant funds may be withheld for the following reasons:

- The Grantee fails to provide adequate back-up documentation.
- The Authority determines that a specific expense is not allowed under the grant.
- The Grantee's matching contribution requirements are not met.

Up to 10% of the Authority's contribution of grant funds may be retained by the Authority until the Project is completed and all required final documentation and reports are received and accepted by the Authority.

8. Advance Disbursements

In most instances, payments to a Grantee will be made on a cost reimbursable basis. If the Authority determines that cost reimbursement will significantly inhibit the Grantee's ability to perform the Project and determines that an advance is in the public interest, the Authority may recommend an advance to the Grantee of an amount not to exceed a projected thirty (30) day cash need, or twenty percent (20%) of the grant amount, whichever amount is less.

Before the Authority will issue an advance, the Grantee must provide in writing, and the Authority must approve a "Request for Advance Payment" form which includes:

- justification of the need for the advance;
- documentation of anticipated line item costs associated with the advance.

All advances will be recovered with the Grantee's next Financial/Progress Report form. Should earned payments during the terms of this Grant Agreement be insufficient to recover the full amount of the advance, the Grantee will repay the unrecovered amount to the Authority when requested to do so by the Authority, or at termination of the Grant Agreement.

9. *Unexpended Grant Funds and Interest Earned*

Any grant funds not expended under this agreement and any interest accruing on the grant funds belong to the Authority and shall be returned to the Authority.

10. *Budget Adjustments and Changes*

When a Grantee faces increased unbudgeted costs, the Grantee should contact the Authority Project Manager. Budget adjustments **cannot** increase the grant award amount. Cost overruns that may require reduced scope of work will require Authority approval and an amendment to the grant. If a budget adjustment or other changes indicate to the Authority Project Manager that the project cannot be completed as currently planned and budgeted for, the Authority Project Manager will not approve the release of additional grant funds until the Grantee provides sufficient information on how the Grantee intends to complete the revised project.

Budget Adjustments

The Grantee shall identify budget changes on its Financial Reports submitted to the Authority.

At least quarterly, the Authority will compare actual costs to budgeted distributions based on the Financial Report/Request for Reimbursement form. Costs charged to grant funds must reflect adjustments made as a result of the activity actually performed. The budget estimates or other distribution percentages must be revised at least quarterly, if necessary, to reflect changed circumstances.

Attachment 1 Financial Report/Request for Reimbursement Form

THIS REQUEST IS FOR FINAL PAYMENT ☐

Grantee: Northwest Arctic Borough

Project: Selawik Solar PV

Period: _____ to _____

Grant Number: 7015003

BUDGET SUMMARY	GRANT BUDGET	MATCHING BUDGET	A	B	C	D = B + C	E = A - D
			TOTAL BUDGET	PRIOR EXPENDITURES	EXPENDITURES THIS PERIOD	TOTAL EXPENDITURES	GRANT BALANCE
BY TASK OR MILESTONE							
Issue RFP for Construction	10,000	5,000	15,000	-	-	-	15,000
Equipment Procurement and Shipping	675,000	130,000	805,000	-	-	-	805,000
Mobilization and Site Preparation	15,000	10,000	25,000	-	-	-	25,000
Construction	400,000	75,000	475,000	-	-	-	475,000
Commissioning	20,000	20,000	40,000	-	-	-	40,000
Project Management	14,500	8,500	23,000	-	-	-	23,000
Performance Data Collection	-	1,000	1,000	-	-	-	1,000
Final Reports	-	1,000	1,000	-	-	-	1,000
Grant Close-Out	-	1,000	1,000	-	-	-	1,000
TOTAL		\$ 251,500	\$1,386,000	\$ -	\$ -	\$ -	\$ 1,386,000
BY BUDGET CATEGORIES							
Direct Labor and Benefits	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-
Equipment	-	-	-	-	-	-	-
Material & Supplies	-	-	-	-	-	-	-
Contractual Services	1,134,500	251,500	1,386,000	-	-	-	1,386,000
Construction Services	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
TOTAL	\$ 1,134,500	\$ 251,500	\$1,386,000	\$ -	\$ -	\$ -	\$ 1,386,000

BY FUND SOURCES							
Grant Funds	1,134,500	-	1,134,500	-	-	-	\$ 1,134,500
Grantee Match – Cash	-	251,500	251,500	-	-	-	251,500
Grantee Match – In-Kind	-	-	-	-	-	-	-
TOTAL	\$ 1,134,500	\$ 251,500	\$1,386,000	\$ -	\$ -	\$ -	\$ 1,386,000

Please submit this form and the supporting documentation to acapayables@aidea.org

CERTIFICATION

Form requires two original signatures. The person certifying must be different from the person preparing the report. One signature should be the authorized representative of the Grantee organization or highest ranking officer; the other should be the person who prepared the report.

I certify to the best of my knowledge and belief that the information reported on both the Financial Report above and the attached Progress Report are correct. In addition, funds were spent and work performed in accordance with the grant agreement terms and conditions.

Certified By: _____

Prepared By: _____

Printed Name: _____

Printed Name: _____

Title: _____ Date: _____

Title: _____ Date: _____

Attachment 2 Progress Report Form
--

Project Name: Selawik Solar PV

Grantee: Northwest Arctic Borough

Grant # 7015003

Period of Report: _____ to _____

Project Activities Completed:

Existing or Potential Problems:

Activities Targeted for Next Reporting Period:

Prepared By: _____ **Date:** _____

Printed Name: _____

Attachment 3 Notice of Project and Grant Closeout

**NOTICE OF PROJECT AND GRANT CLOSEOUT
ALASKA ENERGY AUTHORITY**

Project Name: Selawik Solar PV

Grantee: Northwest Arctic Borough

Grant Number: 7015003

The Alaska Energy Authority certifies and acknowledges that the Project referenced above has been completed, and that all tasks have been satisfactorily carried out in accordance with the terms and conditions of Agreement Number: 7015003.

Project Manager
Alaska Energy Authority

Date

Northwest Arctic Borough certifies that the Project named above is complete in accordance with the terms and conditions of Alaska Energy Authority Agreement Number: 7015003.

Northwest Arctic Borough also certifies that, we have been reimbursed for all eligible expenses pertaining to 7015003, and that as of the date of signature, no further reimbursements will be requested for any activity related to the Project identified above.

Pursuant to Appendix B #21 'Performance/Operation and Maintenance (O&M) Reporting', the Grantee is required to provide detailed reports annually, for ten years.

Total project cost \$ _____

The total project cost should include all expenses related to this grant funded project (grants, loans, match, etc.). It should include design and construction costs, but should not include feasibility and reconnaissance work.

Notes/comments: Please attach on a separate page

Authorized Signature

Title

Printed Name

Date

Attachment 4 Grantee Certification

**CERTIFICATION OF GRANTEE AND LOWER-TIER PARTICIPANTS
REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND
VOLUNTARY EXCLUSION**

Grantee

Northwest Arctic Borough
P.O. Box 1110
Kotzebue, AK 99752

I, Stella Atoruk, Borough Clerk hereby certify on behalf
(Name and title of official)
of Northwest Arctic Borough that:

- (1) The prospective Grantee and lower tier participant certifies, by submission of this letter, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. In the event, your company or any principals become ineligible from participating in federally funded transactions, you are required to notify us immediately.
- (2) When the prospective Grantee and lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Executed this 20th Sept day of 2023

By: Durka Moe

(Signature of authorized official)

Mayor
(Title of authorized official)

DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION - 49 CFR Part 29; Executive Order 12549
[Applicable to all Federal-aid contracts which exceed \$25,000]

Instructions for Certification:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective Grantee and lower tier participants knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, THE AUTHORITY may pursue available remedies, including suspension and/or debarment.
2. The prospective Grantee and lower tier participants shall provide immediate written notice to THE AUTHORITY if at any time the prospective Grantee and lower tier participants learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact THE AUTHORITY for assistance in obtaining a copy of those regulations.
4. The prospective Grantee and lower tier participants agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by THE AUTHORITY.
5. The prospective Grantee and lower tier participants further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, THE AUTHORITY may pursue available remedies including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction

- (1) The prospective Grantee and lower tier participants certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 CFR §29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective Grantee and lower tier participants is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Grantee, Northwest Arctic Borough certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Grantee understands and agrees that the provisions of, 49 CFR §29 apply to this certification and disclosure, if any.

Signature of Grantee's Authorized Official: 

Name and Title of Grantee's Authorized Official: MAYOR

Date: _____

Attachment 5 Waiver of Sovereign Immunity
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**Limited Waiver of Sovereign Immunity
by the Northwest Arctic Borough
in Connection with the Grant from the Alaska Energy Authority
Grant Agreement 7015003**

1. The Northwest Arctic Borough (NAB), a federally-recognized Alaska Native tribal entity, expressly and irrevocably waives its sovereign immunity and gives its consent to be sued in and to have judgment entered against it in the courts or administrative tribunals of the State of Alaska ("State") or in federal courts or administrative tribunals for the relief specified below.
2. Action. Immunity is waived solely as to:
 - a. Any administrative agency action or civil action filed by Alaska Energy Authority (AEA) or other State body against (NAB), or its officials or officers acting in their official capacities, for a breach or violation of the Grant Agreement 7015003, a true unexecuted copy of which is attached as Exhibit 1.
 - b. Any defense, cross-claim, counterclaim, offset, or third-party claim against the (NAB) or its officials or officers acting in their official capacities by AEA or other State body in response to an administrative agency action or civil action involving (NAB) or its employees or officials acting in their official capacities and involving the grant or work performed thereunder.
 - c. Any claim arising under or related to the grant asserted against the (NAB) or its officials or officers acting in their official capacities by AEA or other State body (1) in response to third-party claims against AEA or other State body as a result of the (NAB)'s actions, or the actions of the (NAB)'s officials, officers, employees or agents, during the execution of the grant; (2) to compel compliance with a subpoena, (3) to compel compliance with a lawful judgment, order, or process of the administrative body or state court, or (4) to prevent any other unlawful interference with the process or proceedings of an administrative body or state or federal court and to seek any available remedies against (NAB) via contempt proceedings (*see, e.g.*, AS 9.50.010, AS 9.50.020 and AS 9.50.040).
3. Remedy: The remedies available under this waiver shall be limited as follows:
 - a. Monetary relief;
 - b. Equitable relief for the remedy of specific performance, including but not limited to injunctive relief and declaratory relief;
 - c. Any available remedies for contempt;

- d. Levy and execution against (NAB) funds for costs or attorney's fees awarded to AEA or other State body, to enforce a money judgment awarded to AEA or other State body under this waiver, as well as to enforce a contempt order or any remedy provided for in the contempt order; and
 - e. Only funds belonging to (NAB) are subject to potential levy and execution or other legal process; no personal assets of (NAB) officials or officers are subject to levy, execution, or other mechanisms to enforce a judgment.
4. Federal Tort Claims Act. This limited waiver of sovereign immunity shall not be construed as an agreement or concession by (NAB) to limit, waive or alter the coverage of section 314 of Public Law 101-512 or the Federal Tort Claims Act for any claim to which those laws apply.
5. No Third Party Beneficiary. (NAB) does not waive sovereign immunity as to any third party. No provision of this waiver shall be interpreted as waiving the (NAB)'s sovereign immunity or granting (NAB) consent for a suit to be brought directly against the (NAB) or any (NAB) official or officer by any party other than AEA or other State body, nor shall any provision in this waiver be construed as creating in the public or any person a third party benefit or to otherwise authorize any person to maintain a suit for personal injury or other cause of action under the terms of this waiver or the Grant Agreement.
6. Forum. Except as otherwise provided by law, Alaska State Courts shall have exclusive jurisdiction over all civil actions described in this waiver of sovereign immunity and any civil action initiated by any party that arises under or is in any manner related to the grant shall be filed in the courts of the State of Alaska with venue in the relevant judicial district where (NAB) is located.
7. Effect of Future Amendment of Constitution or other Constitutive Document. If any Constitution, by-law, ordinance or other document relevant to (NAB) is amended in the future, this waiver of sovereign immunity shall continue in full force and effect regardless of the terms of any such future amendments.
8. Applicable Law and Rules of Construction. This Limited Waiver of Sovereign Immunity shall be interpreted under the laws of the State of Alaska. The parties had a full and fair opportunity to consult with legal counsel, to ask questions, and to consider this Limited Waiver of Sovereign Immunity's specific provisions. This Limited Waiver of Sovereign Immunity will not be interpreted in favor of or against either party.
9. Approval by Council Required. This Limited Waiver of Sovereign Immunity shall be effective when it is approved by official act of the Council in accordance with the relevant Constitution, by-laws, and all applicable tribal rules and ordinances that apply to (NAB). Approval shall be recorded in a document that certifies that the approval occurred in accordance with such applicable rules and ordinances.
10. Duration. This Limited Waiver of Sovereign Immunity shall expire upon expiration of any applicable statute of limitations following the termination of the grant.

SIGNATURE

Northwest Arctic Borough

BY: 

PRINTED NAME: Dickie Moto

TITLE: MAYOR

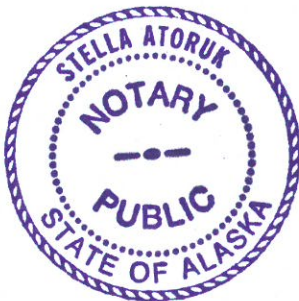
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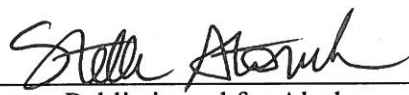
ACKNOWLEDGMENT

STATE OF ALASKA)
2nd JUDICIAL DISTRICT) ss.
)

THIS IS TO CERTIFY that on the Sept 20, 2023 (date), the
foregoing Limited Waiver of Sovereign Immunity was signed and acknowledged before me
by Dickie Moto (name), the Borough Mayor (title) of the
Northwest Arctic (tribal entity), who swore, under oath or affirmation, that:
Borough

- (1) he/she is acting on behalf of Northwest Arctic Borough and under its constitutional authority,
- (2) he/she has the authority to sign for and bind Northwest Arctic Borough and its officials, employees and successors to the commitments and conditions of this Limited Waiver of Sovereign Immunity, and
- (3) Northwest Arctic Borough fully complied with all current procedure and requirements necessary to validly authorize his/her signature on this Limited Waiver of Sovereign Immunity and to waive Northwest Arctic Borough's sovereign immunity whether those procedures or requirements are contained in the most recent versions of the Constitution, constitutional interpretations, constitutional by-laws, rules adopted under the Constitution, the Record of Organization (if any), the tribal ordinances, or any other rules.




Notary Public in and for Alaska
My Commission expires: 12/21/23