

DRAFT
REGIONAL CLIMATE ACTION PLANNING PROCESS
MEMORANDUM OF UNDERSTANDING

Between
The City of Bangor, Maine
And
The Town of Orono, Maine,

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into by and between the City of Bangor, Maine (hereinafter referred to as “Bangor”) and the Town of Orono, Maine (hereinafter referred to as “Orono”), collectively referred to as the “Parties.”

Purpose of MOU. The purpose of this MOU is to establish a general framework for cooperation and collaboration between the Parties to engage in a regional climate action planning process. The purpose of this MOU is to outline the common goals and expectations of the parties. This agreement does convey any right for one party to encumber financial resources of the other party without written agreement.

Goal Establishment. The Parties agree to participate in a regional climate action planning process by establishing shared climate goals consistent with the State of Maine’s recently published four-year climate action plan, *Maine Won’t Wait*, that aspires to:

- Decrease greenhouse gas emissions by 45% by 2030,
- Decrease greenhouse gas emissions by 80% by 2050, and
- Achieve carbon neutrality by 2045.

Expectations of the Parties. In pursuit of a regional climate action planning process, the parties will engage in the following activities:

Timing of Initiative. The Parties understand that a regional climate action planning process may take up to 18-24 months, inclusive of the period needed to formally engage surrounding towns, secure external consultant services, form a collaborative structure to execute the process, engage partnering institutions, and as needed, identify financial or technical resources to support the process.

Formally Engage Surrounding Towns. The Parties will extend an invitation to surrounding towns to formally join this regional climate action planning process. The Parties agree to amend or restate this MOU to allow surrounding towns to become formal parties to this MOU.

Secure External Consultant Services. The Parties will draft, authorize, award, and share expenses related to a to-be-drafted Request for Proposals (“RFP”) for external

consultant services to structure and advise this regional climate action planning process, conduct emissions inventories for each party, conduct vulnerability assessments for each Party, and establish a shared, regional climate action plan based on the results of those emissions inventories and vulnerability assessments.

Outcomes of External Consultant Services RFP. Services procured through the RFP will assist municipal staff in: establishing a project management plan and public participation plan; conducting a robust public participation campaign to educate the public about the planning process; conducting and providing technical analysis of emissions inventories, vulnerability assessments, and climate adaptation strategies; and climate action plan report writing.

Contracting and Expenses Related to RFP. Parties to this MOU will become cosignatories of any eventual contract secured through the RFP process. Parties to this MOU will be jointly liable for expenses associated with any eventual contract secured through the RFP process. Expenses will be shared among the parties in proportion to their total population size based on 2020 census population.

Form Collaborative Climate Action Planning Structure. The Parties will seek to establish a collaborative structure consistent with the following:

- Project Management Team. The parties will appoint an equal number of members to serve on a Project Management Team.
 - Role: The Project Team will be responsible for interfacing between the Parties, external consultants, and a Steering Committee.
 - Timing and Duration: The Project Team will oversee the development of this initiative both before and after an RFP is issued and consultant services are procured. The Project Team will continue through the end of the regional climate action planning process.
 - Membership Criteria: The Parties will appoint members to the project team that may include key municipal staff, residents, or consultants.
- Steering Committee. The Parties will each appoint a co-chair and an equal number of members to serve on a Steering Committee. The purpose of the Steering Committee is to help guide the climate action planning process and create a platform for public participation and feedback. The Steering Committee will meet on a regular schedule as determined by the Project Team and external consultants.
 - Role and Authority of Co-chairs: Co-chairs will facilitate public discussions organized and scheduled in concert with the Project Team. Co-chairs may identify subcommittees or working groups for the duration of the climate action planning process in concert with the Project Team.

- Role and Authority of Members: Members of the Steering Committee will represent major stakeholder groups including residents, elected officials and municipal staff, businesses, academia, nonprofits, and other local interest groups.
- Timing and Duration: The Steering Committee will be appointed after the project team is established and external consultants are procured. The Steering Committee will oversee the development of this initiative both before and after an RFP is issued and consultant services are procured. The Project Team will continue through the end of the regional climate action planning process.
- Membership Criteria: The Parties will appoint members to the Steering Committee that have a strong working knowledge of climate change and sustainability, experience with project management and coordination, or experience leading and facilitating public workshops.

Engage Partner Institutions. The Parties will seek to engage the University of Maine, Husson University, and the Bangor Area Comprehensive Transportation System (BACTS) in this regional climate planning process and recognize a representative of each organization as a member of Steering Committee. The Parties may wish to secure a separate, joint MOU with these partner institutions to formalize their involvement and identify any associated commitments relating to funding. The Parties may wish to identify other Partner Institutions.

Additional Financial or Technical Resources. The Parties agree to jointly pursue external financial or technical resources as needed to support this planning process to minimize total project costs. Any external funding secured for this planning process, such as through grants or similar forms, will be shared among the Parties to support this initiative. No municipality may encumber another municipality.

City of Bangor, Maine

Catherine Conlow, City Manager

Date

Town of Orono, Maine

Sophia L. Wilson, Town Manager

Date