

# GPCOG Executive Committee AGENDA

July 22, 2021

9 a.m. – 9:30 a.m.

Zoom Link: <https://us02web.zoom.us/j/86878806878?pwd=UTNBQzZVcGtFb2FsL01RZGJRWW1Rdz09>

Or join by phone by calling: 1 646 558 8656

Meeting ID: 868 7880 6878

Passcode: 137964

Note: As of March 31<sup>st</sup>, 2020 PACTS and GPCOG is holding all committee meetings via [Zoom conferencing technology](#). We remain committed to full public access and participation in our meetings through remote access during the COVID-19 crisis. Remote meetings will be held in accordance with the requirements of [LD 2167, Public Law Chapter 618](#).

## 1. Welcome

This meeting is being recorded and will be made available at [gpcog.org/AgendaCenter](http://gpcog.org/AgendaCenter).

## 2. Acceptance of 5/12/21 Minutes (Attachment A)

## 3. Public Comment (up to 3 minutes each)

Residents of the region are invited to share up to 3 minutes of comment on any topic, including items on the agenda.

## 4A. Remote Participation Policy (Attachments B & C)

Staff Report: Governor Mills signed PL Ch. 290 into law on June 21, 2021 (Attachment C). The law permits members of public bodies to attend public meetings by remote technology in certain circumstances starting August 1, 2021. In order to take advantage of the new remote participation law, GPCOG's Executive Committee must hold a public hearing and then adopt a policy in conformance with the new state law (Attachment B).

#### **4B. Public Hearing on Remote Participation Policy**

GPCOG's Executive Committee will conduct a public hearing on the proposed Remote Participation Policy.

#### **4C. Action on Proposed Remote Participation Policy (5 min)**

Action: GPCOG's Executive Committee will consider adopting the proposed Remote Participation Policy allowing GPCOG Executive Committee members to attend Executive Committee meetings via remote technologies pursuant to the requirements of Public Law Chapter 290 (2021).

#### **5. Approval of Contract with Catalyst Collaboratives (Attachments D and E) (5 min)**

Staff Report:

Dustin Ward is President of It Is Time ... LLC, a consulting company specializing in racial equity work. Dustin is also a newly elected New Gloucester Selectperson. GPCOG has contracted with Catalyst Collaboratives, which has a subcontract with Dustin's company to provide GPCOG staff with racial equity training (Attachment E). That contract requires Executive Committee approval under Article X of our Bylaws (last sentence). (Attachment D).

Recommended Action:

Review and approve Catalyst Collaborative's contract with GPCOG.

#### **7. ARPA Priorities (20 minutes)**

Staff Report:

The American Rescue Plan Act (ARPA) has given municipalities, county government, and the state an extraordinary amount of one-time funding. As communities evaluate uses of their ARPA funds, regional investment opportunities like broadband, homelessness, and housing are being identified as priority investment areas.

Recommended Action:

Consider directing staff to convene a regional meeting of elected leaders and managers to identify regional investment opportunities for ARPA and other federal stimulus funds.

### **Adjourn**

**Attachment A**  
**GPCOG Executive Committee**  
**MINUTES**  
**May 12, 2021**

**In Attendance:**

Name	Affiliation
Matt Sturgis	Cape Elizabeth
Nat Tupper	Yarmouth
Sandy Carder	Gray
Justin Poirier	Chebeague Island
Jerre Bryant	Westbrook
Susan Witonis	Cumberland County
Mary Fernandes	Casco
Jarrod Maxfield	Windham
Kate Lewis	South Portland
Kristina Egan, Tony Plante, Chris Hall, Andrew Butcher, Josh Kochis	GPCOG Staff

**Welcome**

Nat Tupper, President, opened the meeting, which was held via Zoom. The Committee reached quorum.

**Acceptance of 4/14/21 Minutes**

Kristina noted that there were corrections for the minutes. She explained that June 1<sup>st</sup> is not the deadline for the CDBG program. The program will continue until there are no funds remaining. In addition, there have been 26 loans administered, not 36. Nat Tupper moved approval of the 4/14/21 meeting minutes. Sandy Carder seconded. The roll was called. Susan and Jarrod abstained. The remaining members were in favor.

### **Public Comment**

George Rheault commented that the hiring process for the Director of Strategic Services made him uneasy since GPCOG hired an elected official that had served on GPCOG's Executive Committee. He said he assumed the position was to be a lobbyist and that the new hire would lobby Portland for more funding. He asked if the job had been publicly posted. Ken Capron stated that he agreed with George's statement and said that GPCOG is working in areas that aren't GPCOG's business. He asked how the decision was made for the new hire.

Kate Lewis asked whether there is time allotted in the Executive Committee meeting to answer questions from the public. Kristina said that whether to respond to public comment is a board decision. Kate suggested that it might be a good idea to create space to respond to public comments and/or follow up with individuals in writing after the meeting has concluded, and Kristina offered to provide additional information on George's and Ken's inquiries.

Kristina explained that the job posting for the Director of Strategic Services was publicly posted, an internal committee selected finalists, and she made the final decision based on the hiring committee's recommendation. The Director of Strategic Services will not be working as a lobbyist. The position will strengthen GPCOG's relationships with philanthropic foundations and develop grants for federal funding.

### **Executive Director's Report**

Tony Plante estimated that cooperative purchasing accrued over \$545,000 in savings over the last 12 months headlined by road salt, which is the bid with the most participation.

Kristina highlighted that PACTS advanced three regional priorities to Congresswomen's Pingree's office for transportation earmarks. The highest priority was to replace the Maquoit ferry which, if chosen, will free up about half of the yearly total allocation of transit agencies.

Chris highlighted two bills for which the organization has testified:

- LD 32 – Continue remote meetings after the pandemic is over, subject to all requirements of open meetings and proper accessibility.
- LD 953 – Housing and homelessness. Allow municipalities to use their tax increment financing power to fund housing and homelessness efforts in their respective areas.

LD 1694 is a new bill that GPCOG is analyzing. This bill enables municipal, regional, and state to land bank. GPCOG is still analyzing the bill and will keep the Executive Committee updated on their progress.

Kristina stated that GPCOG has created the Vaccine Access Map, which shows how individuals can access vaccination sites via bus service in the region. Commissioner Heather Johnson has requested that Andrew Butcher to serve as one of the leads on a small working group to develop the Maine Connectivity Authority. One of the biggest issues is the changing of standards of uploads and downloads.

Windham and Bridgton received the Pilot Allocation for Community Resilience from the Governor's Office of Policy Innovation and the Future. This comprises of 3 community workshops on understanding climate risks, addressing vulnerability, and prioritizing resilience solutions. At the end of the pilot, GPCOG will work with Windham and Bridgton to put together a funding application to fund solutions identified during the pilot.

### **FY22 Budget**

Josh presented the FY22 budget proposal. The proposed \$4.85 million budget is larger than the FY21 budget, primarily because the agency has been called to do more during the pandemic. This role is expected to continue into FY22.

The proposal includes \$800,000 in new revenue, a large portion of which is from unidentified sources. The budget is based on the current dues rate with a 10% credit to continue to financially support municipalities as the country struggles with the pandemic. Six of the seven new staff positions have already been hired.

Jarrold asked about whether the increase in budget sets GPCOG up for future staff lay-offs or other liabilities. Kristina responded that the pandemic has required GPCOG to expand its capacity, and the resources associated with that expansion will end at some point. It's a challenge to manage an expansion and a potential contraction. To mitigate the risk of contraction, some staff positions are term limited or grant dependent, GPCOG is hiring consultants for some of the work, and the new fund development position will focus more agency effort on finding new resources for regional priorities, like sustainability and resilience. If the budget shrinks, she and the leadership team will before the agency faces negative consequences.

Tony added that GPCOG's budget is unlike most municipal budgets. It is more prone to rapid changes due to new funding sources during a budget year. When funds run out for programs, GPCOG works to find new replacement funding to ensure the work can continue and talent is not lost due to lack of resources.

Kristina commented that member dues are a small portion of GPCOG's budget. When GPCOG looks for new funding sources, it looks to the federal/state government and philanthropic sources.

Matt made a motion to approve the budget for the annual meeting. Justin seconded the motion. All were in favor. The motion passed.

Matt congratulated GPCOG staff, specifically Josh, for the hard work that was put into the budget and the overall financial health of the organization.

### **FY22 Executive Committee Members and Officers**

Kristina noted that Kate Lewis and Mark Dion are willing to serve on the FY22 Executive Committee and asked the group to consider adding them to the proposed slate of Executive Committee members.

Nat stated that there are 11 nominees, which are the following:

1. Jerre Bryant, **Westbrook** City Manager
2. Sandy Carder, Chair, **Gray** Council
3. Carmen Lone, **Bridgton** Select Board
4. Mary Fernandes, **Casco** Select Board
5. Jarrod Maxfield, Chair, **Windham** Town Council
6. Justin Poirier, **Chebeague Island** Town Manager
7. Matthew Sturgis, **Cape Elizabeth** Town Manager
8. Nat Tupper, **Yarmouth** Town Manager

9. Sue Witonis, **Cumberland County** Commissioner
10. Kate Lewis, **South Portland** Councilor
11. Mark Dion, **Portland** Councilor

Matt made a motion to nominate and recommend this slate of the FY22 Executive Committee to the General Assembly. Sandy Carder seconded the motion.

Kate asked what the maximum the slate allowed for nominees. She also asked about the split between elected official and employees of municipalities.

Kristina answered that they bylaws call for 9 to 11 members (so there is a full slate) and the majority of the Executive Committee to be elected officials with the remaining being municipal staff, such as managers. With this proposed slate there are 7 elected officials and 4 municipal managers. Kristina also mentioned that the bylaws state that the Executive Committee should reflect a geographic balance and diversity of the GPCOG membership, which this proposed slate represents.

The roll was called. The vote was unanimous.

Nat called to create a slate of officers to take their seats after the summit. He opened the floor for nominations for officers.

President: Matt nominated Sandy Carder. Mary seconded.

First Vice President: Matt nominated Jarrod Maxfield. Kate seconded.

Second Vice President/Treasurer: Matt nominated Mary Fernandes. Kate seconded.

Nat called for a roll call to vote for the nominated slate of Executive Committee officers. All members were in favor.

### **Investment Policy**

This past year, GPCOG has been able to replenish the reserve fund, which is at the highest level it has ever been in its history. Once a year, the Executive Committee affirms the investment policy which defines the split of investments between stocks and bonds. The current recommended FY22 budget does not require any withdrawals from the investment funds. The annual investment policy is the same as last year with one proposed addition. Because GPCOG is committed to climate work, the change would be to divest from companies that have significant dealings with petroleum. These holdings comprise about 2.5% of the current portfolio.

Kate praised the move of divesting from companies even if we suffered some loss in the short term. She asked if Kristina said we would gain from the divestment?

Kristina answered that it's possible, but unknown. GPCOG promotes renewable energy and electric vehicles, and even if there is no gain, divestment aligns with the agency's values.

Kate asked if there was a report on how GPCOG's investments firm would reinvest the divested holdings. Kristina said that she asked the investment firm to consider acquiring stocks in industries that displayed growth such as broadband, renewable energies, and electric vehicles.

Matt agreed GPCOG should divest in those companies that deal in petroleum and move to investments that are line with GPCOG's ethics such as sustainable energy. He praised the investment firm for their work over the past year.

Sandy made a motion to adopt the investment policy as presented in the agenda, which includes the policy that GPCOG will divest all individual stock holdings of companies that derive a significant portion (greater than 10%) of their revenues from the manufacture, sale, or distribution of petroleum by 6/30/2021. Mary seconded the motion.

Nat suggested that the Executive Committee extend latitude to the investment committee position the portfolio of GPCOG to be consistent with the values of the organization.

Nat called a vote. The vote was unanimous.

### **Framework for Member Services Fees**

Tony explained that over the past years the capacity to provide additional member services has grown along with the number of requests from members. To date, there is currently no set principle or guideline to help decide which member requested projects GPCOG should take on and how to fund them. GPCOG has put together a framework to make these determinations.

Tony gave the example of the Cable TV Franchise Renewal project as a way that this framework works. GPCOG did not have the expertise in cable and telecommunication so an expert was contracted to meet those needs. This is funded by the participating member communities, while GPCOG provides the project management and coordination of this program at no additional cost.

Kristina said that the Executive Committee is the body that decides fees. While the Executive Committee does not need to be involved in setting the fee for every request GPCOG receives, it should set the framework.

Kate asked if there are ever requests that come to GPCOG from members or municipalities that they cannot do because they contradict with their goals or in conflict with another members previous decision on an issue.

Kristina answered that if there was a request that went against GPCOG's values of shared and sustainable prosperity, then the agency would turn a member down. There are existing principles around GPCOG's advocacy, which are regionally focused and ensure that advocacy for one member does not adversely affect another. Nat added that GPCOG has always used the principle of "Don't do things that divide us".

Jarrod asked if members would charge a static fee for a specific service or if the decision is made on a case-by-case basis.

Tony explained that GPCOG is trying to address situations that are not part of an existing fee structure. The organization receives many individualized requests that do not fall under a specific project or service that GPCOG provides. Setting a fee for those specific requests would not be practical. Nat explained that the framework is a guidance for how to subsidize services instead of the actual fee.

Sandy commented that she believes this framework is a great idea because some members that do not access GPCOG with regularity do not know what services they can request. Mary agreed with Sandy stating that more fine tuning can be applied.

Sandy made a motion to approve a framework for decision-making on fee-based services. Mary seconded the motion. The roll was called, and all members were in favor.

**Spotlight: Economic Resilience**

GPCOG fills out reports to the Economic Development Administration (EDA) about how their funds are used and what the organization does to support the EDA’s vision of recovery and resilience. These reports highlight what it means to be a regional implementing partner. For example, Cumberland County has partnered with GPCOG to distribute Community Development Block Grants for low and moderate employers to support their employees. The CDBG program is a great example of regional work at the request of municipal members and the members of their communities to support jobs, recovery, diversity, and equity. Through the Maine Economic Recovery Grant program, GPCOG was able to distribute funding to ensure individuals could keep their business open. GPCOG has been active on economic recovery and has served as a vehicle through which the community has met the needs of local businesses.. GPCOG is built to handle the distribution of funds not just in a crisis but throughout the year.

GPCOG is proud of a new partnership with the Greater Portland Immigrant Welcome Center because the organization wants to ensure that the resources available are not just going to white led business but to new Mainers as well.

Sandy moved adjournment; Kate seconded. The meeting ended at 1:33 p.m.



## **Attachment B**

### **REMOTE PARTICIPATION POLICY**

Greater Portland Council of Governments Executive Committee

July \_\_, 2021

Pursuant to 1 M.R.S. § 403-B, and after public notice and hearing, the above-named body adopts the following policy to govern the participation, via remote methods, of members of the body and the public in the public proceedings or meetings of the body.

Members of the body are expected to be physically present for meetings except when not practicable, such as in the case of an emergency or urgent issue that requires the body to meet via remote methods, or an illness or temporary absence of a member that causes significant difficulty traveling to the meeting location. The GPCOG Executive Director or the Director's designee, in consultation with the Chair if appropriate and possible, will make a determination that remote methods of participation are necessary in as timely a manner as possible under the circumstances. A member who is unable to attend a meeting in person will notify the chair or presiding officer of the body as far in advance as possible.

Remote methods of participation may include telephonic or video technology allowing simultaneous reception of information and may include other means necessary to accommodate disabled persons. Remote participation will not be by text-only means such as e-mail, text messages, or chat functions.

The public will be provided a meaningful opportunity to attend via remote methods when any member of the body participates via remote methods. If public input is allowed or required at the meeting, an effective means of communication between the body and the public will also be provided. The public will also be provided an opportunity to attend the meeting in person unless there is an emergency or urgent issue that requires the entire body to meet using remote methods.

Notice of all meetings will be provided in accordance with 1 M.R.S. § 406 and any applicable charter, policy, or bylaw. When the public may attend via remote methods, notice will include the means by which the public may access the meeting remotely and will provide a method for disabled persons to request necessary accommodation to access the meeting. Notice will also identify a location where the public may attend the meeting in person. The body will not restrict public attendance to remote methods except in the case of an emergency or urgent issue that requires the body to meet using remote methods of attendance.

The body will make all documents and materials to be considered by the body available, electronically or otherwise, to the public who attend remotely to the same extent customarily

available to the public who attend in person, provided no additional costs are incurred by the body.

All votes taken during a meeting using remote methods will be by roll call vote that can be seen and heard if using video technology, or heard if using audio technology only, by other members of the body and the public. A member of the body who participates remotely will be considered present for purposes of a quorum and voting.

This policy will remain in force indefinitely unless amended or rescinded.

## Attachment C

### Public Law Chapter 290

#### An Act Regarding Remote Participation in Public Proceedings

**Emergency preamble.** **Whereas**, acts and resolves of the Legislature do not become effective until 90 days after adjournment unless enacted as emergencies; and **Whereas**, the state of emergency declared by the Governor pursuant to the Maine Revised Statutes, Title 37-B, section 742 in response to the public health emergency caused by the spread of the novel coronavirus disease referred to as COVID-19 may terminate sooner than 90 days after the adjournment of the First Special Session of the 130th Legislature; and

**Whereas**, the Maine Revised Statutes, Title 1, section 403-A governs remote participation in public proceedings of certain public bodies but is automatically repealed 30 days after the termination of the state of emergency declared by the Governor; and

**Whereas**, there is a need to have in place a law that governs remote participation in public proceedings of certain public bodies after the termination of the state of emergency declared by the Governor; and

**Whereas**, in the judgment of the Legislature, these facts create an emergency within the meaning of the Constitution of Maine and require the following legislation as immediately necessary for the preservation of the public peace, health and safety; now, therefore,

**Be it enacted by the People of the State of Maine as follows:**

**Sec. 1. 1 MRSA §403-B** is enacted to read:

**§403-B. Remote participation in public proceedings**

**1. Remote participation.** This section governs remote methods of participation in public proceedings of certain public bodies. For the purposes of this section, "remote methods" means telephonic or video technology allowing simultaneous reception of information and may include other means when such means are necessary to provide reasonable accommodation to a person with a disability. Public proceedings may not be conducted by text-only means such as e-mail, text messages or chat functions.

**2. Requirements.** A public body subject to this subchapter may allow members of the body to participate in a public proceeding using remote methods only under the following conditions:

A. After notice and hearing the body has adopted a written policy governing the conditions upon which members of the body and the public may participate in a public

proceeding of that body by remote methods;

B. The policy adopted pursuant to paragraph A must provide that members of the body are expected to be physically present for public proceedings except when being physically present is not practicable. Circumstances in which physical presence for one or more members is not practicable may include:

(1) The existence of an emergency or urgent issue that requires the public body to meet by remote methods;

(2) Illness, other physical condition or temporary absence from the jurisdiction of the body that causes a member of the body to face significant difficulties traveling to and attending in person at the location in the notice under section 406;

(3) With respect to a public body with statewide membership, significant distance a member must travel to be physically present at the location in the notice under section 406; and

(4) The area of the public body's jurisdiction includes geographic characteristics that impede or slow travel, including but not limited to islands not connected by bridges;

C. The policy adopted pursuant to paragraph A must provide members of the public a meaningful opportunity to attend by remote methods when members of the body participate by remote methods, and reasonable accommodations may be provided when necessary to provide access to individuals with disabilities;

D. If the body allows or is required to provide an opportunity for public input during the proceeding, an effective means of communication between the members of the body and the public must be provided;

E. Notice of the proceeding must be provided in accordance with section 406. When the public may attend by remote methods pursuant to paragraphs C and D, the notice must include the means by which members of the public may access the proceeding using remote methods. The notice must also identify a location for members of the public to attend in person. The body may not determine that public attendance at a proceeding will be limited solely to remote methods except under the conditions in paragraph B, subparagraph (1);

F. A member of the body who participates in a public proceeding by remote methods is present for purposes of a quorum and voting;

G. All votes taken during a public proceeding using remote methods must be taken by roll call vote that can be seen and heard if using video technology, and heard if using only audio technology, by the other members of the public body and the public; and

H. The public body must make all documents and other materials considered by the public body available, electronically or otherwise, to the public who attend by remote methods to the same extent customarily available to members of the public who attend the proceedings of the public body in person, as long as additional costs are not incurred by the public body.

**3. Remote participation not permitted.** This section does not authorize town meetings held pursuant to Title 30-A, section 2524 or regional school unit budget meetings held pursuant to Title 20-A, section 1482-A to be conducted using remote methods.

**4. Application.** This section does not apply to:

A. The Legislature; or

B. A public body to which specific statutory provisions for remote participation apply.

**Emergency clause.** In view of the emergency cited in the preamble, this legislation takes effect when approved.

## **Attachment D**

### **GPCOG Bylaws Article X**

No official representative or officer shall receive any pay, compensation or benefit from the corporation, directly or indirectly, for being a member or performing any duties. This bylaw does not prohibit the reimbursement of incidental expenses necessarily incurred in the business of the organization. Nor shall it prohibit the employment of persons, including official representatives to perform duties for the organization and receive compensation therefor, upon proper authorization of the Executive Committee.

## Attachment E

### Contract with Catalyst Collaboratives



#### AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is made and entered into this 16<sup>th</sup> day of June, 2021, by and between the Greater Portland Council of Governments of Portland, ME, (GPCOG) and Catalyst Collaboratives, LLC (Consultant).

#### RECITALS

1. GPCOG desires to have certain professional consulting work in organizational racial equity and culture change; and 2. The Consultant desires to provide services requested by GPCOG; and
3. GPCOG has \$10,000 encumbered to undertake this work; and
4. The Consultant team possesses the skills and competencies to complete the work in a manner consistent with the professional skill and care ordinarily provided by other professionals practicing in the same or similar circumstances;

THEREFORE, the parties agree as follows:

#### Article 2 – Consultant Services and GPCOG Responsibilities

**2.1** For a flat fee of \$10,000, the Consultant shall furnish the services listed below.

**2.2** Consultant will undertake the Services in a manner consistent with the professional skill and care ordinarily provided by other professionals practicing under the same or similar circumstances.

**2.3** Consultant shall furnish personnel, services, equipment, materials, and supplies to perform the Services pursuant to this Agreement. Consultant may bring on staffing in the form of technical experts or other subconsultants to complete this work as appropriate.

**2.4** Consultant performance is partially dependent on information provided by GPCOG.

**2.5** GPCOG shall provide reasonable access to all GPCOG personnel, facilities, information, and staff engagement

necessary to properly conduct and complete the work required under this Agreement.

#### Article 3- Performance Schedule

**3.1** The Consultant will make good faith efforts for a completion date on or before September 30, 2021. Challenges collecting data, delivery of discovery materials from GPCOG, or other reasonable factors may delay that final delivery date.

**3.2** This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. Notwithstanding any other provision of this Agreement, the Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of third parties or governmental agencies.

#### **Article 4 – Invoicing & Payment**

**4.1** Invoicing for this work will be sent on the following schedule:

- \$5,000 invoiced on July 1, 2021
- \$5,000 invoiced on September 30, 2021, or upon completion of scoped work.

**4.2** All invoices shall be sent to **Kristina Egan, Greater Portland Council of Governments, 970 Baxter Boulevard #201, Portland, ME 04103**, or by email to **kegan@gpcog.org**. Payments shall be sent to **Catalyst Collaboratives, LLC, 431 Woodford Street, Portland, ME 04103**

**4.3** Any invoice unpaid after sixty (60) days of submission to the GPCOG shall bear interest at the rate of 1.5% compounded monthly.

#### **Article 5 – Limitation of Liability**

Notwithstanding anything in this Agreement to the contrary, the cumulative liability of the Consultant to GPCOG for all damages for any cause whatsoever (including those arising out of or related to this Agreement), shall not exceed the fees actually paid to Consultant under this Agreement.

#### **Article 6 – Indemnification**

GPCOG shall indemnify and defend Consultant, from and against any and all claims, actions, suits, damages, liabilities, costs and/or expenses (including, without limitation, reasonable attorneys' fees and expenses of investigation) judgments, settlements and penalties (collectively "Claims"), resulting from or relating to: (i) Any third party claims relating to the performance of the Services (ii) the negligent acts or omissions, including any of its affiliates, directors, officers, partners, members, employees, agents or subcontractors, in connection with the performance of any Services under this Agreement; and (iii) the breach of this Agreement by GPCOG.

#### **Article 7 – Changes/Additional Services**

If GPCOG requests a change in scope, or additional services, this Agreement shall be amended in writing. To inform a scope amendment, members of the Catalyst Collaboratives team will request and participate in one or more scoping meetings with GPCOG to discuss as needed. Any such scoping



meeting will be attended by both members of the Catalyst team at an hourly rate of \$250 per team member.

### **Article 8 – Disputes**

**8.1** The GPCOG and Consultant’s representatives shall, in good faith, attempt to informally negotiate an agreeable resolution to any claim or dispute over either’s obligations under this Agreement. All negotiations shall be conducted in a professional manner that avoids unnecessary losses, delays and disruptions to the Project. If the representatives cannot resolve the matter, each Party’s executive managers shall attempt to resolve it. If the executive managers cannot reach a resolution, GPCOG and Consultant will seek mediation. Litigation shall only be instigated as a last resort.

**8.2** Regardless of dispute, each party shall proceed diligently with its obligations, pending final determination of any dispute.

### **Article 9- Waiver of Consequential Damages**

In no event shall either Party be liable for any indirect, consequential, punitive, exemplary, incidental or similar damages of any kind whatsoever, including damages for loss of business profits, business data, goodwill, business opportunity, business, revenue, or any other pecuniary loss, in relation to this agreement or any work order, whether or not the relevant loss or damage was foreseeable, or that Party was advised of the possibility of such loss or damage, and regardless of the legal theory or basis for such claim.

### **Article 10 – Termination**

This agreement may be terminated by either side with thirty (30) days’ notice, in which case a final invoice shall be provided to GPCOG by the Consultant and no further action is required by either party. In such case, Consultant shall immediately discontinue performance of the Services on the date specified in such notice and shall preserve work in progress pending instructions by GPCOG. Consultant is entitled to, as complete and full compensation, payment for all Services executed to the date of termination at the rates agreed.

### **Article 11 – Independent Contractor**

Consultant is an independent contractor having responsibility and control over the means and details of performing the Services. Consultant is responsible for payment of all state, federal, foreign or local taxes, including without limitation, income tax, withholding tax, and social security tax or pension contribution, on the funds distributed to the Consultant from GPCOG.

### **Article 12 – Severability**

This Agreement reflects the parties’ entire Agreement and supersedes all prior Agreements, either written or oral. If any portion of this Agreement is found void, only that portion shall be deemed

stricken. These terms and conditions survive the completion of the Services under and the termination of the Agreement, whether for cause or for convenience.

**Article 13 – Safety**

Consultant shall comply fully with all laws, orders, citations, rules, regulations, standards and statutes with respect to occupational health and safety, as well as with all of site-specific safety requirements.

**Article 14 – Miscellaneous**

**14.1 Signatures and Counterparts.** This Agreement may be executed in counterparts and shall constitute an agreement binding on all parties notwithstanding that all parties are not signatories to the original or the same counterpart provided that all parties are furnished a copy or copies thereof reflecting the signature of all parties.

**14.2** This Agreement may be amended only by written instruments signed by both the GPCOG and Consultants as provided above.

GPCOG and Consultant are signing this Agreement as of the Effective Date.  
In witness thereof, the parties hereto have executed this Agreement on the day and date set forth above.

For **Greater Portland Council of Governments** Name: Kristina Egan

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## SCOPE OF WORK

### **Discovery Period** (*Early July 2021*) **Establishing Understanding of Baseline Conditions**

For our work to create meaningful impact, our team needs to meet your team where you are as our starting point. We will deepen our understanding of existing organizational culture conditions, and the multitude of identities present on the GPCOG team through a review of self-assessment materials completed by GPCOG team members, organizational culture survey data, and any other background materials relevant to this engagement.

- Receive and review background materials to establish existing baseline conditions.
- Develop agenda, materials, and facilitation plan for interactive Sessions #1 and #2.
- Create a short pre/post engagement poll for all team members.
- Sketch out draft agenda and facilitation plans for Sessions #3 and #4.

### **Interactive Session #1** (*July 2021*) **Preparing for the Journey**

Change is an invitation to engage in brave spaces with teammates to explore with curiosity and courage. For DEI and culture change to unfold, teams need several “essential ingredients” to be in place, including mutual trust, honesty, vulnerability, clear communication, and active listening practices. For this session, we’ll facilitate interactive learning and dialogue amongst all GPCOG team members to discuss and deepen our understanding of these ingredients and why they are important. The agenda will include: an introduction to one other; overview of our engagement and goals; co-creation of a working agreement that names our shared intentions and guides our behavior as work together; review of level-setting terminology, language, and concepts such as diversity, equity, inclusion, and belonging; administering a pre-engagement poll; and team building activities.

- **Deliverable:** Facilitate an interactive 2-hour session via Zoom. **Interactive Session #2** (*August 2021*)

### **Who Are We? What Do We Need to Learn? How Will We Grow Together?**

Developing a clear vision for where we’re headed during a change journey involves first looking within and better understanding ourselves and our team. In this session, we’ll present the findings of our background materials review, and offer a series of “processing prompts” that team members will use to reflect and make sense of the information individually, in pairs, and in small groups. Time will be allocated for team members to reflect on our individual and shared intentions, and give voice to their aspirations for the organizational culture change work they feel is needed most

at GPCOG. By the end of this session, team members will be introduced to their respective affinity groups, where shared reflection and connection in service to this work will happen during and in between the remaining engagement.

- **Deliverable:** Facilitate an interactive 3-hour session either in-person or via Zoom (depending on team members' comfort, vaccination and State mask mandate status, availability of a sheltered outdoor location, etc.).

### **Interactive Session #3** *(August 2021)* **Identifying Organizational Core Values - Part I**

In our day to day, at work and in our personal lives, we are each faced with decisions large and small. At work, in the absence of clearly articulated organizational values, people will operate in ways that are consistent with their own personal values given their beliefs, lived experience, and worldview. For an organization seeking to become more equity-centered, we encourage team members to develop and articulate a set of organizational core values that can promote a shared sense of accountability and consistency amongst team members in how to behave, how to expect to be treated, how decisions are made, and about what factors are considered in team members' decision-making process. In this session, we'll make sure everyone on the team has a hand in identifying and affirming the list of core values or principles that will come to be used by all GPCOG team members when doing their daily work, interacting with colleagues, and making decisions.

- **Deliverable:** Facilitate an interactive 3-hour session either in-person or via Zoom (depending on team members' comfort, vaccination and State mask mandate status, availability of a sheltered outdoor location, etc.).

### **Interactive Session #4** *(September 2021)* **Breathing Life into Organizational Core Values – Part II**

Building on that organizational core values identification exercise in Session #3, this session will feature team members engaging in the following activities: naming example behaviors that reflect and demonstrate GPCOG's chosen "core values in action"; defining the "default mindset and posture" that will help NRPA team members live and breathe life into the chosen core values day-in and day-out; brainstorming the "moments" into which core value behaviors can be integrated in GPCOG's day-to-day work, rituals, and routines; and completing a post-engagement poll.

- **Deliverable:** Facilitate an interactive 3-hour session either in-person or via Zoom (depending on team member comfort, vaccination and State mask mandate status, availability of a sheltered outdoor location, etc.).

### **Reflection Period** *(September 2021)* **Debriefing, Discussing, and Setting Intentions for What Comes Next**

At this point in the engagement, although the work has only just begun, we anticipate that the current \$10,000 in resources allocated for this work will have been expended. During this session, we offer a 90-minute working meeting with the ED and select GPCOG staff members (ideally those who are fully committed to serving as internal culture change agents over the long-term) to: debrief the interactive sessions completed thus far; review the data from the pre/post engagement poll; discuss what those findings tell us about how team members received our Phase I engagement; contemplate budgetary

allocations and fundraising strategies to support a potential Phase II; and identify intentions and next steps for internal racial equity and culture change work moving forward.

- **Deliverable:** Facilitate one 90-minute working meeting with select GPCOG team members.