Maine
Cumberland **County**

CUMBERLAND COUNTY COMMISSIONERS
MEETING AGENDA

The County Commissioners will hold their meeting in person.

The public may watch the video stream live on cumberlandcounty.org/live

Submit public comments to kennedy@cumberlandcounty.org prior or during the meeting

Tuesday, July 21, 2020

6:00 PM

CALL TO ORDER

APPROVAL OF THE MINUTES

Regular Meeting Minutes of June 24, 2020.

INFORMATIONAL REPORT/PRESENTATIONS

Sheriff Joyce will be presenting the Sheriff's Office arrest and citation data, policies and protocols relating to excessive force, crisis intervention, de-escalation and bias base enforcement.

COMMENTS FROM THE PUBLIC

The Board Chair or staff member will read submitted public comments.

CONSENT AGENDA APPROVALS

20-055	Approval of 3-year Regional Assessing Contract with Town of North Yarmouth

20-056	Acceptance of $21,785 dividend from Maine Municipal Workers Compensation Fund
20-057	Approval of Contract Agreement between MaineHealth doing Business as Maine Medical Center and Cumberland County for the operation of an Alternative Care Facility at the Cross Insurance Arena
20-058	Approval of Contract Agreement between Global Spectrum LP and Cumberland County for the operation of an Alternative Care Facility at the Cross Insurance Arena

NEW BUSINESS

20-059	Appointment of the County's Finance Committee

COMMENTS FROM THE COUNTY MANAGER

COMMENTS FROM THE EXECUTIVE STAFF

COMMENTS FROM THE COUNTY COMMISSIONERS

Executive Session
The County Commissioners will enter into Executive Session in accordance with 1 M.R.S.A §405 (6) (D) for the opportunity to discuss union negotiations.

ADJOURN

WORKSHOP – Immediately Following

1. Digital Signature Policy

2. What COVID changes may be adopted

CUMBERLAND COUNTY CONTRACT FOR ASSESSING SERVICES

CONTRACT FOR ASSESSING SERVICES BY AND BETWEEN THE CUMBERLAND COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TOWN OF NORTH YARMOUTH

This Contract, effective July 1, 2020 is made by and between the Town of North Yarmouth, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), and the County of Cumberland (hereinafter referred to as "COUNTY"), to provide assessing services within the town limits of North Yarmouth, Cumberland County, Maine.

W I T N E S S E T H:

WHEREAS, the TOWN expects the maintenance of a high level of assessing services in conjunction and harmony with its fiscal policies of sound, financial management;

WHEREAS, the TOWN also expects that the assessing services be performed such that the citizens of the TOWN retain the sense of community they enjoy;

WHEREAS, the COUNTY has agreed to provide the TOWN a high level of professional assessing services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth;

WHEREAS, the TOWN is desirous of obtaining its assessing services through a contractual relationship with the COUNTY; and

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged,

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

For the purposes of this Contract, the following terms shall have the respective meanings hereinafter set forth:

A. Assessor shall mean an individual who is employed by the COUNTY to perform the assessing duties outlined in Article 2 of this contract and designated by the municipal officials of said TOWN as their assessor per State law and/or Charter. The Assessor shall be a Certified Maine Assessor pursuant to 36 MSRS chapter 102.

B. Suitable office space shall mean a designated desk area with internet access, adequate storage space and furnishings for files, and room for visits from the public.

C. Town Office shall mean the central office location of the TOWN.

D. Electronic database shall mean the CAMA (Computer Assisted Mass Appraisal) software database available on the Regional Assessing Server.

ARTICLE 2 – LEVELS OF SERVICE

1. Assessing Services

1.1.1. The COUNTY shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional assessing services within and throughout the TOWN to the extent and in the manner herein described.

1.1.2. The COUNTY shall assign personnel to provide the level of assessing services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto. These services will include, but not be limited to:

1. Develop and maintain the valuation models for the TOWN individually.
2. Apply new values to properties, which will include, but not be limited to, inspections of properties with building and development permit activity, the creation of new lots from regulatory review approvals, lot splits, lot mergers, lot sales, and other lot modifications affecting property value.
3. Conduct a review and inventory all personal property in the TOWN. Process all personal property IRS Form 706 asset returns for tax assessment, exemptions and reimbursement according to Maine State Statute.
4. Review and qualify applications for the special land use programs.
5. Update all changes in property information. This will include reading deeds for ownership changes, plotting deed descriptions to determine lot sizes, creating and valuing new lots, updating existing maps to include any lot and boundary changes.
6. Review and qualify applications for all forms of exemptions.
7. Monitor real estate trends to determine when fair and equitable adjustments are necessary in certain and/or all segments, neighborhoods and geographic locations.
8. Perform all the duties required of an assessor under Maine statutes and the regulations of the Maine Bureau of Revenue Services, by way of example and not by way of limitation, the assessor shall perform the tasks assigned in Exhibit A attached hereto.
9. The COUNTY will manage all assessing databases and related software, and will provide real time access to these electronic databases for town employees. Electronic access to the committed data and forms shall be made available to the general public. The COUNTY will be responsible for monthly software updates, as the TOWN will be responsible for all software upgrades. (updates vs upgrade)

10. As a result of TOWNS having different data/mapping standards when it comes to presence on their websites, TOWNS under the County Assessing Program are responsible for the hosting of such data on their respective sites.

2. Supplies, Equipment and Office Furniture.

2.1. The COUNTY shall provide suitable office space and supplies for the assessor when he/she is working on COUNTY premises. The TOWN shall provide suitable office space and supplies for the assessor when he/she is working on TOWN premises.

2.2. Any supplies and office furniture furnished or purchased by the TOWN shall remain the property of the TOWN.

2.3. Any supplies and office furniture furnished or purchased by COUNTY shall remain the property of the COUNTY.

3. Administrative Responsibilities

3.1. The Assessor will perform all duties and responsibilities consistent with this Contract under the direction of the County Manager.

3.2. The Assessor shall notify the Town Manager in a timely manner of any major/significant value changes, large abatement requests, or other unusual occurrences that occur within the TOWN.

3.3. The Assessor shall attend Town Council meetings and other Town meetings upon request of the TOWN, and community meetings and meetings with the Town staff, which involve issues of mutual concern. Additionally, when requested by the Town Manager, the Assessor shall provide advice or consent on assessing issues and attend other meetings.

3.4. The Assessor shall represent the TOWN in all appeals of valuation, exemptions and other appealable decisions by the Assessor at the local Board of Assessment Review and the Maine Board of Property Tax Review. Representation shall mean preparation, appearance and testimony before the appeal authorities.

3.5. The COUNTY shall consult with the TOWN regarding the assignment of an individual to be the Assessor of North Yarmouth. The COUNTY recognizes that the individual must be designated or sworn in by the municipal officials of the Town as the Assessor per State law and/or Charter.

3.6. The COUNTY shall make all decisions regarding hiring, firing and discipline of the Assessor (and/or his/her staff) in accordance with County policy. The COUNTY shall accept and consider any input from the TOWN when it makes decisions related to personnel matters as they may pertain to the delivery of assessing services.

3.7. When appropriate, the COUNTY shall provide the TOWN with written responses to citizen inquiries and complaints directed towards the Regional Assessor's Office. All responses shall be provided within a reasonable time.

3.8. The TOWN shall provide and designate a town employee to assist the Assessor with the taxpayer request, office paperwork, filing and communications that occur on a daily basis.

ARTICLE 3 – OTHER RESPONSIBILITIES

1. Right of Control

The COUNTY shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein; provided, however, notwithstanding any other provision of this contract to the contrary, the TOWN through its Town Manager shall have the right to meet with the County Manager, or his/her designee, to discuss the services provided to the TOWN pursuant to this contract.

2. Assignment of Assessing Duties

The TOWN does hereby vest in the Assessor, to the extent allowed by law, enforcement powers of the TOWN which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the COUNTY hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such Assessor and other staff. The Assessor of the Town so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be a sworn officer of the TOWN while performing such services, duties, and responsibilities, which constitute municipal functions and are within the scope of this Contract.

ARTICLE 4 – TOWN RESPONSIBILITIES

1. Office Space

1.1. The TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control, alarm services, and janitorial services, the facility designated as the Town Office. The COUNTY shall maintain its workspace in the Town Office in a clean condition, free from debris, with normal use excepted. In the event the COUNTY, its employees, or appointees destroy, deface, damage, impair, or remove any part of the Town Office, the COUNTY will be responsible, to the extent permitted by law, for repairing or replacing such property.

1.2. Future space planning shall be coordinated with the COUNTY and the TOWN.

1.3. The use and occupancy by the COUNTY of the Town Office shall include the use in common with others entitled thereto of the automobile parking areas, driveways, pathways, entrance ways, means of ingress and egress easements, loading and unloading facilities, and other facilities as may be designated from time to time by the TOWN and are subject to the terms and conditions of this Contract.

2. **Town's Ordinances**

2.1. The TOWN shall provide to the COUNTY access to the North Yarmouth Town Code of Ordinances as adopted, with revisions, as enacted. The TOWN shall provide the COUNTY with an updated zoning map and street map for use at the county office.

ARTICLE 5 – TERM

1. This Contract shall remain in full force and effect commencing July 1, 2020 to June 30, 2023 all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

2. The terms and conditions of this Contract are contingent upon the approval of the County Manager.

3. The contract is subject to annual funding appropriated by the TOWN's legislative body or by town meeting.

4. This Agreement shall automatically renew for three one-year auto renewals, unless either party provides written notification to the other no later than January 1st of its intent to terminate the contract at the conclusion of that contract year.

ARTICLE 6 – COSTS

1. The total amount due for all assessing services for subsequent years shall be based upon the proposal submitted by the COUNTY during the TOWN's budget process to be approved by the Town Council and/or Town Meeting. The total amount due for all services beginning July 1, 2020 to June 30, 2023 shall be:

$4,183.13 per month is based off from a $50,197.50 FY2020/2021 cost for the TOWN's assessing services.

$200.00 per month ($2,400.00) to be incurred by the Town to be spread over the fiscal year for COUNTY GIS services.

1.1 Written notification of annual changes in cost or other provisions of the Agreement must be submitted to the TOWN in writing no later than December 1st of each year. The annual contract increase is estimated to be around 3% to 4%. If TOWN wishes to explore alternative assessing services, said TOWN shall notify the COUNTY no later than January 1st of its intent to terminate the contract at the conclusion of the current contract year.

1.2 Prior to the additional 3-year term, both parties shall meet to discuss contract increases over the life of the contract.

1.3 The TOWN shall make payment in equal installments on a monthly basis. Installments shall be due the first day of each month until the contract is paid in full.

1.4 The COUNTY agrees that the staff providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.

1.5 The COUNTY reserves the opportunity to meet with TOWN to discuss staffing levels needed for the program and to pass along costs associated with increased staff to TOWN in advance of TOWNS upcoming budget process. Costs associated with increase in staff position(s) shall be distributed in accordance with annual distribution formula for all member communities.

1.6 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein, except in the event that the Assessor requires independent legal counsel or professional representation in the performance of any of the services provided herein under or the revaluation of property, the costs associated with such legal counsel or professional representation, or revaluation shall be in addition to the consideration set forth above and shall be borne solely by the TOWN. Consent by the TOWN shall be given to Assessor prior to seeking legal advice.

ARTICLE 7 - INSURANCE

The COUNTY shall maintain coverage for Workers Compensation for its employees in accordance with the provisions of Maine law.

The COUNTY shall maintain liability/casualty insurance - type coverage through the Maine County Commissioners Association Self-Funded Risk Management Pool ("hereinafter "Risk Pool"), with scope of coverage and coverage amounts as determined by said Risk Pool and documented on the annual member coverage certificate issued by the Risk Pool to the COUNTY. The COUNTY shall provide a copy of said member coverage certificate to the TOWN upon its request.

ARTICLE 8 – REPRESENTATION OF CUMBERLAND COUNTY

The COUNTY hereby represents and acknowledges that those services described in Article 2 of this Contract would not be provided through any appropriation of the annual budget of the COUNTY, in the event this Contract did not exist.

ARTICLE 9 – AUDIT OF RECORDS

The Town Manager or his/her designee may, upon reasonable notice to the COUNTY, examine the existing COUNTY records relating to the services provided pursuant to the terms of this Contract. Said records shall be maintained by the COUNTY in accordance with all applicable laws and regulations.

ARTICLE 10 - STANDARD OF PERFORMANCE

The TOWN and the COUNTY shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of assessors performed under this Contract. The COUNTY agrees to receive and consider, in good faith, all inquiries and requests made by the TOWN.

ARTICLE 11 – INDEMNITY

1. Within the limitations of the Maine Tort Claims Act, the COUNTY agrees to indemnify and hold harmless the TOWN, from any and all liability, loss, or damage that the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising out of the COUNTY's performance or failure to perform any of the obligations set forth in this Contract. The COUNTY further agrees to defend any claims brought or actions filed against the TOWN, its officers, agents, and employees with respect to the COUNTY's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

2. Within the limitations of the Maine Tort Claims Act, the TOWN agrees to indemnify and hold harmless the COUNTY from any and all liability, loss, or damage that the COUNTY may suffer as a result of claims, demands, costs, or judgments against it arising out of the TOWN's performance or failure to perform any of the obligations set forth in this Contract. The TOWN further agrees to defend any claims brought or actions filed against the COUNTY with respect to the TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

3. Neither the TOWN nor COUNTY waive any defenses the parties may have under the Maine Tort Claims Act, or any otherwise applicable waivers under their insurance policies.

ARTICLE 12 – TERMINATION

This contract shall expire on June 30, 2023. The Agreement shall automatically renew for one-year automatic renewals, unless either party provides written notification to the other no later than January 1st, of a given year, of its intent to terminate the contract at the conclusion of that contract year.

The TOWN or the COUNTY may terminate this Contract with cause throughout the term of this Contract upon written notice to the other party of this Contract; provided, however, that termination shall not be effective until after receipt of a ninety (90) day written notice of such termination. Cause shall be considered as (i) any material breach of the terms of this agreement or (ii) a determination by a court of competent jurisdiction that this Contract or the method of adoption violated the TOWN's Charter or any applicable Maine law. The notice of termination shall state the cause therein.

Written notice required under this Article must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the COUNTY or the Town Manager.

In the event the Town Council establishes its own assessing department, the COUNTY and the TOWN agree there will be no lapse in assessing services. In the event of termination, the individual designated as municipal Assessor shall cease to be such and the TOWN shall have no further obligation, financial or otherwise to said individual.

ARTICLE 13 – TRANSITION

1. In the event of the termination or expiration of this Contract, the COUNTY and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the COUNTY to another method of providing assessing services, and to maintain during such period of transition the same high quality of services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.

2. In the event of termination or upon expiration of this Contract, the TOWN shall have the option to purchase from the COUNTY any equipment, fixtures, and furnishings furnished by the COUNTY to perform the services provided under this Contract. The purchase price shall be determined by mutual agreement of the parties as to the fair-market value of such equipment, fixtures, and furnishings.

3. All electronic and hard copy records are owned by the TOWN and any records that require transfer to the TOWN from the COUNTY record keeping systems shall be transferred at no cost to the TOWN.

ARTICLE 14 – AUTHORITY TO EXECUTE AND ENFORCE

1. The County Manager, by his/her execution hereof, does hereby represent to the TOWN that he/she has full power and authority to make and execute this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.

2. The COUNTY, by its execution hereof, does hereby represent to the TOWN that it only has administrative powers to enforce this Contract pursuant to the power so vested in it under the Constitution and Laws of the State of Maine.

3. The Town Manager, as duly authorized by the Town Council, Town Charter, Ordinance, Policy or another mechanism, if deemed necessary by his/her execution hereof, does represent to the County Manager that he/she has full power and authority to make and execute this Contract on behalf of the TOWN. Notwithstanding this provision, the COUNTY agrees and acknowledges that this Contract may be terminated pursuant to Article 12.

4. Nothing herein contained is any way contrary to or in contravention of the laws of the State of Maine.

ARTICLE 15 – ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and Contract of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Contract is executed.

IN WITNESS WHEREOF, the TOWN OF NORTH YARMOUTH, by order duly adopted by its Town Council has caused this Contract to be signed by the Town Manager and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the County Manager and the seal of said Board to be affixed thereto and attested by the Clerk of said board, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: _____

COUNTY MANAGER

DATE: _____

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN OF NORTH YARMOUTH

BY: Rosemary E. Roy

TOWN MANAGER

DATE: 7/13/20

Exhibit A: Assessor's Duties (Including but not limited to)

- Finalize assessment rolls
- Process abatements and supplements
- Complete commitment documents
- Complete annual Turn-Around Document for the State of Maine
- Create commitment book and save annual tax maps to mirror commitment book
- Complete Municipal Valuation Return and other forms as required
- Complete the assessing section of the LD1 calculation forms
- Meet State's assessment standards ratio
- Track and Report TIF districts captured real and personal property values
- Calculate and process Tree Growth/Farmland/Open Space penalties
- Attend Board of Assessment Review hearings to defend assessment, abatement, and/or exemption decisions.
- Respond to taxpayer inquiries and maintain public records for public access and respond to requests for meetings with members of the community.
- Work closely with town staff in completing the commitment process and provide the final assessment data to the TOWN to be uploaded to the accounting software for the creation of year tax bills.

Exhibit B: Municipal Oversight Committee

On an annual basis or more frequently as may be necessary, the County will organize and host a meeting of representatives from each municipality served by the Regional Assessing Department. One person from each community will serve as the official representative for that community, although multiple individuals from each community are welcome. The representatives from each community will collectively comprise the Municipal Oversight Committee (MOC).

The annual meeting of the MOC shall occur annually, between November 1 and December 31 to give communities time to adjust their budgets for the following year as needed.

The purpose of the annual committee meeting will be to:

- Review communities' satisfaction with services provided to date.
- Hear suggestions from all parties for improvements to existing services.
- Discuss possible changes or expansions to the scope of services provided.
- Hear a report from the County on possible additional communities interested in joining the program.
- Review the cost allocation model to insure that it is still dividing costs fairly.

The MOC will make recommendations to the County as it sees fit regarding any of the items listed above. If requested by the MOC, the County will then respond to these recommendations within 30 days of the meeting date.

Additional meetings of the MOC may be called for unusual circumstances including, but not limited to:

- Staffing changes involving key personnel.
- The addition of communities during a contract term.
- Other significant events as warranted.

EMERGENCY SERVICES AGREEMENT

This Emergency Services Agreement ("Agreement"), entered into this ___ day of ____, 2020 is between Cumberland County (referred to herein as "County"), and MaineHealth doing business as Maine Medical Center ("Hospital") (County and Hospital collectively referred to herein as the "Parties"), for the use of portions of the Cross Insurance Arena located in Portland, Maine ("Venue") as an emergency alternative healthcare site ("ACS"), and for the planning, set-up, operation and de-commissioning of the Venue as an ACS.

RECITALS

1. On January 31, 2020, the Secretary of the United States Department of Health and Human Services declared a public emergency under the federal Public Health Service Act, as a result of then-confirmed cases of 2019 Novel Coronavirus ("COVID-19").

2. On March 13, 2020, the President of the United States issued a national emergency proclamation under the National Emergencies Act, declaring that the COVID-19 outbreak in the United States constituted a national emergency, beginning March 1, 2020.

3. On March 15, 2020, the Governor of the State of Maine proclaimed a state of emergency, authorizing the use of emergency powers in order to expand and expedite the State's response to the health and safety risks of the COVID-19 virus.

4. On April 1, 2020, the Commissioners of Cumberland County, pursuant to the authority incumbent upon the Commissioners, declared, in concert with the President of the United States and Governor of the State of Maine, the existence of a local disaster in the County of Cumberland; and directed the County Manager and Emergency Management Director to coordinate the activities of the emergency response, taking all appropriate actions needed to attempt to mitigate the effects of the pandemic, and to aide in the restoration of essential public services; and authorized the County Manager to act as necessary to meet the current circumstances of this on-going emergency response: including, entering into contracts for services, as needed;

5. Following the Governor's proclamation on March 15, 2020, various agencies of State government, including the Maine Center for Disease Control and the Maine Emergency Management Agency (MEMA), enlisted the cooperation and support of County in furnishing the Venue, which is a facility normally used as sports and entertainment arena and convention center, to serve as needed as an ACS for persons requiring health care services and management as a result of the emergency created by the COVID-19 pandemic; and the support of Hospital, in setting up and operating the ACS, if and when needed as a result of surging demand on hospital inpatient facilities in Cumberland County.

6. By this Agreement, County and Hospital are memorializing their respective obligations for the planning of such an ACS, serving as hospital-level of care facility, and for the set-up, operations and de-commissioning of the ACS if activated.

   The Parties' performance covenants in this Agreement are intended to be under the authority of and in conformity with applicable emergency management plans of MEMA, acting pursuant to the authority and directives of the Governor of the State of Maine and the Maine Department of Health & Human Services; and also in accordance with applicable requirements for funding and other support by the Federal Emergency Management Agency ("FEMA"), to address the public health emergencies arising from the COVID-19 pandemic. Copies of this Agreement will be made available to FEMA and MEMA, and to other governmental agencies and authorities as reasonably necessary.

7. County and Hospital intend to seek available federal and state emergency management assistance for their respective costs and expenses for the planning, stand-up, operation and de-commissioning of the ACS; and from other sources, if any, that may be available to them. Neither Party will seek reimbursement for its expenses from the other Party to this Agreement; except that Hospital may seek emergency management assistance from County, to the extent that a portion of the State's emergency management assistance share is allocated to County.

PERFORMANCE OBLIGATIONS

1. License. County grants to Hospital a limited license to use the Venue in connection with the setup, operation and de-commissioning of the ACS if the ACS is activated. This license extends to all areas of the Venue, but excluding the locker room occupied by the Maine Mariners; the Venue's box office; and Spectra's administrative offices. In addition, County grant to Hospital a limited license to be on the premises for the purposes of planning activities for the ACS.

2. Planning for ACS. County and Hospital shall each develop plans for the appropriate discharge of their respective obligations in connection with the setup, operation and decommissioning of an ACS. Each Party's plan must be consistent with the allocation of responsibilities between the Parties set forth in this Agreement. The Parties shall consult with each other on the formulation of its plans, and shall furnish the other Party with a copy of its Plan, as adopted and when further amended. Each Party shall be responsible for its own costs in developing the Plan, and for seeking reimbursement of its planning expenses from available emergency preparation and management funding and other sources, if any.

3. ACS Activation.

a. Activation Threshold. If and when Hospital's Portland, Maine inpatient facility ("Facility") reaches a census of 130 inpatients in its medical/surgical units (not counting ICU

patients) who have tested positive for COVID-19 or have displayed sufficient symptoms of COVID-19 disease to warrant classification of "person under investigation" pending test confirmation, Hospital shall notify the County, MEMA, and Maine CDC of this development.

b. Consultation. During any period in which the inpatient medical/surgical census of such cases at Facility shall equal or exceed the threshold above, Hospital shall consult with the County, MEMA, and Maine CDC, no less frequently than every 72 hours, on whether to activate the set up and operation of the ACS, in light of: overall bed level occupancy (medical/surgical, intermediate care and intensive care beds) at area hospitals; the rate of increase in the number of confirmed cases in the community; forecasted rate of hospitalization; and other health care site (including area long term care facility) capacity.

c. Decision. Following each instance of consultation, Hospital shall determine whether to activate the set-up and operation phases of the ACS. Hospital shall promptly notify the County, MEMA and Maine CDC of its decision.

d. Activation. If Hospital determines to activate the set-up and operation of the ACS, Hospital and the County shall thereafter proceed in the manner set forth in this Agreement. Hospital and the County shall seek all necessary and appropriate regulatory and fiscal approvals for the set-up and operation of the ACS.

e. Reservation. Nothing in this section is intended to preempt the emergency powers of the Governor of the State of Maine under Title 37-B of the Maine Revised Statutes. Owner and Hospital each reserve the right to seek the protections of 37-B M.R.S.A 784-A and 822 as conditions for undertaking for the setup and operation of the ACS.

4. Set-Up. Following a decision to activate the ACS, County and Hospital shall proceed to set up the ACS in conformity with their respective ACS plans And Schedule A attached hereto. County and Hospital shall cooperate as necessary in the performance of their respective setup obligations, with goal of rendering the ACD operational and ready to accept patients within 14 days of the Activation Decision.

5. Operation.

a. Opening for Operations. Hospital, after consultation with County, MEMA and Maine CDC, shall determine when the ACS is ready to accept patients, and shall notify County, MEMA and Maine CDC, and shall notify County, MEMA and Maine CDC, and area health facilities of the date and time of the ACS's readiness to accept patients.

b. Operations. Following Hospital's notification of ACS readiness to accept patients. County and Hospital shall proceed to in conformity with their respective ACS plans And Schedule B attached hereto. County and Hospital shall cooperate as necessary in the performance of their respective operational obligations.

6. De-Commissioning.

a. De-Commissioning Threshold. At any time when Hospital's Facility remains below a daily average census (averaged over the proceeding 7 days) for 10 consecutive days, of 130 inpatients in its medical/surgical units (not counting ICU patients) who have tested positive for COVID-19 or have displayed sufficient symptoms of COVID-19 disease to warrant classification of "person under investigation" pending test confirmation, Hospital shall notify the County, MEMA, and Maine CDC of this development, and consult with these entities about a decision whether to de-commission the ACS .

b. De-Commissioning Decision. Following consultation with the County, MEMA, and Maine CDC, Hospital shall determine whether to activate the de-commissioning of the ACS, and so notify the County, MEMA, and Maine CDC.

c. De-Commissioning Activities. Following Hospital's decision to decommission the ACS, County and Hospital shall proceed to in conformity with their respective ACS plans and Schedule C attached hereto. County and Hospital shall cooperate as necessary in the performance of their respective de-commissioning obligations.

MISCELLANEOUS PROVISIONS

7. Permits & Licenses. County and Hospital shall be separately be responsible for obtaining and maintaining throughout the Term all permits and licenses required to perform their respective duties and exercise their respective prerogatives under this Agreement.

8. No Warranties / Damage. County makes no warranty or representation to Hospital that the Venue is generally suitable as a location for an ACS, or complies with laws or regulations of any kind (express or implied) regarding the suitability of or compliance with applicable governing ACS, other than such laws or regulations that apply generally to convention centers or sports and entertainment venues. Excepting wear and tear of a type not unexpected for a Venue serving as an ACS, Hospital agrees not to do any act or suffer any act to be done which shall mar, deface, injure or damage any part of the Venue.

9. Insurance. County and Hospital shall be separately responsible for procuring insurance, if available, for their respective activities contemplated by this Agreement. The Parties understand that insurance may be unavailable for certain risks incurred by the activities contemplated by this Agreement, because of emergency circumstances. No Party shall be required to perform its obligations under the operational phase of this Agreement unless the Party procures insurance or adequate assurances of protection from liability are provided by governmental authorities.

10. Indemnification. Each Party agrees to indemnify, defend, and hold harmless the other Party, its affiliates, and each of their respective partners, agents, officers, trustees, directors, employees, representatives, and contractors (collectively, the "Indemnitees") from and against any and all third party claims against indemnitees and associated costs,

arising out of the Party's non-performance or negligent performance of its obligations under this Agreement The provisions of this Section shall survive the expiration or any earlier termination of this Agreement

11. Limitation of Liability. Except for claims arising out the County's non-performance or negligent performance of its obligations under this Agreement, County shall not be liable to Hospital, either directly or through indemnification against third party actions, for any claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses arising out of County's activities under this Agreement. As between County and Hospital, County shall not be responsible for any claim based on the quality of hospital and health care services provided by Hospital to patients at the ACS, or based on a claim that the actions of either Party under this Agreement caused a transmission of a communicable disease. This limitation of liability, and the exceptions to this limitation, shall apply to subcontractors of County performing County's obligations under this Agreement. All of the provisions of this Section 7 shall survive the expiration or any earlier termination of this Agreement. . Nothing in this Agreement shall be construed as a waiver by the County of its defenses, immunities, and limitations on damages available pursuant to the Maine Tort Claims Act, and the indemnification provided herein shall be limited as provided in the Tort Claims Act; or as waiver by any Party of any immunities conferred on a Party by operation of other laws, including governmental action under title 37-B on the Maine Revised Statutes.

12. Subcontracting. Each Party may retain subcontractors to discharge one or more of its respective obligations under this Agreement, but any subcontracting shall not relieve a Party of its obligations under this Agreement. Each Party understands that because of the current state of emergency referenced above, neither Party will be required to obtain subcontractor services through competitive bidding in order to qualify for expense reimbursement from federal and Maine emergency management agencies. In any contract with a subcontractor, a Party shall include the provisions set forth In Schedule D

13. FEMA/MEMA Mandated Contract Provisions Incorporated. Each Party represents, certifies and covenants to the other as follows, in relation to their activities under this Agreement:

a. The Party will comply with any applicable equal employment opportunity provisions of federal law that are applicable to "federally assisted construction contracts";
b. The Party will comply with any applicable provision of the Contract Work Hours and Safety Standards Act, and implementing regulations;
c. The Party will comply with applicable federal and state laws and regulations and executive orders;
d. The Party will comply with any applicable provision of Clean Air Act and Federal Water Pollution control Act , as amended; and report any violation thereof to FEMA and the regional office of the U.S. Environmental Protection Agency
e. The Party certifies that it has not been de-barred or suspended or otherwise excluded from participation in federal assistance programs and activities;
f. The Party is in compliance and will comply with the terms of the Byrd Anti-Lobbying Amendment, and implementing regulations;

g. The Party will provide access to its records of its expenses and activities under this Agreement to FEMA and MEMA in connection with expense reimbursement applications;
h. The Party acknowledges the potential applicability of the federal and state false claims act to requests for expense reimbursement applications from federal and state funding sources.

The Parties incorporate any applicable provisions of Appendices 1 through 6 of Schedule D into this Agreement, with the effect that each Party, in the performance of its obligations set forth above, shall comply with any applicable terms set forth in such Appendices to the same extent as if the Party were a subcontractor.

14. Dispute Resolution. Any dispute between the Parties arising from the performance of the Agreement shall be addressed initially by mediation, and failing a resolution by mediation, by suit in a federal or state court of competent jurisdiction. The award of relief in any such action shall be limited to damages recoverable at law, injunction or other equitable relief.

15. Termination. No Party may terminate this Agreement, except for material breach, fraud or other pertinent criminal conduct of the other Party; or upon written notice of termination to the other Party given at least 30 days prior to the effective date of the termination.

16. HIPAA. County and Hospital agree that no protected health information will be provided by Hospital to County under this Agreement and that nothing herein requires or permits County to access, store, use or transmit protected health information of any individual.

17. Miscellaneous. The recitals are incorporated into this Agreement. This Agreement constitutes the entire Agreement and understanding of the Parties with respect to its subject matter, and supersedes any and all prior agreements, understanding or communications between the Parties whether written or oral. This Agreement may not be amended except by a writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of all successors and permitted assigns. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect. Each party shall comply with all laws, regulations, statutes and ordinances applicable to it in connection with its business activities and performance under this Agreement. This Agreement may be executed in any number of counterparts (including by .pdf), each of which will be deemed an original, but all of which taken together shall constitute one single agreement.

The Parties hereby agree that this this Agreement, when signed by both Parties, shall be effective as of as of the date set forth in the first paragraph of this Agreement.

COUNTY

County of Cumberland
142 Federal Street Suite 100
Portland, Maine 04101

By:

_____

Name: James H. Gailey

Title: County Manager

MaineHealth (dba Maine Medical Center)
22 Bramhall St.
Portland, ME 04102

By:

_____

Name: Jeffrey Sanders
Title: President, Maine Medical Center

SCHEDULE A
SETUP PHASE OF ACS
ALLOCATION OF RESPONSIBILITIES

A. During the setup phase, County shall prepare the Venue to serve as an ACS, including the following:
   1. Secure all necessary land use building and fire marshal approvals for the Venue;
   2. Coordinate as necessary with local law enforcement on the establishment of security operations;
   3. Secure human resources, by employment, sub-contract or otherwise, to discharge County's obligations during the set-up and operational phases of this Agreement;
   4. Prepare the envelope of the Venue for service as an ACS;
   5. Provide electrical service to the patient bed spaces;
   6. Furnish necessary plumbing and water sources for the siting of sinks, faucets, showers and latrines;
   7. Furnish portable showers and latrines for the use of Hospital personnel and patients at the sACS item;
   8. Make necessary HVAC adjustments and equipment (including filters) needed to support the use of Venue as an ACS and to maintain the Venue at room temperatures suitable for patients and Hospital personnel in the ACS
   9. Make addition adjustment to the Venue as necessary to support the ACS function as the Venue, including:
   a) dedicated space for a 24/7 dispatch center with one dedicated phone number;
   b) separate areas for donning and doffing personal protective equipment;
   c) a team staging area at least 12 feet away from patient care locations;
   d) location identified for the receipt, staging, and secure storage of medical and non-medical supplies for sustainment/replenishment operations
   e) disinfecting area for EMS personnel
   10. Provide internet bandwidth and functional Wi-Fi services for the ACS sufficient to support the health care operations at the ACS;
   11. Provide transport, if and as requested and directed by Hospital, of furniture, medical equipment and supplies, food and beverages to personnel and patients at the ACS ;
   12. Provide spaces for Hospital personnel working at or in support of activities of the ACS;
   13. Provide security services immediately outside and in the interior of the Venue
   14. Develop, with Hospital, appropriate site access control, site security, site emergency, and site communications plans

B. During the setup phase , Hospital shall prepare the interior of the Venue to operate as an ACS, including the following:
   1. Procure necessary governmental approvals for the operation of an ACS within the Venue;
   2. Procure suitable partitions, beds, linens, blankets, supporting furniture, medical equipment, hospital/medical supplies, oxygen and medical gases for patients pharmaceuticals, and related items
   3. Secure human resources, by employment, contract or otherwise, to discharge Hospital's obligations during the operation phase of the Agreement;

SCHEDULE A
SETUP PHASE OF ACS
ALLOCATION OF RESPONSIBILITIES

4. Designate one or more persons to serve as ASC Safety Officer, to oversee the development of workforce protection plans; evacuation, infection control plans (including use of personal protective equipment);
5. Consult with County and providing guidance to County and County's subcontractors in connection with the setup at the Venue,
6. Develop, with County, appropriate site access control, site security, site emergency, and site communications plan.

SCHEDULE B
OPERATIONAL PHASE OF ACS
ALLOCATION OF RESPONSIBILITIES

A. During the operational phase, County shall maintain the Venue sufficiently for the Venue to serve as a site for an ACS, including the following:
   1. Maintain all necessary land use, building and fire code approvals and compliance for the Venue;
   2. Maintain human resources, by employment, sub-contract or otherwise, to discharge County's obligations during the operational phases of this Agreement;
   3. Maintain electrical service to the patient bed spaces;
   4. Maintain plumbing and water sources for the functioning of sinks, faucets, showers and latrines;
   5. Maintain functionality of portable showers and latrines for the use of Hospital personnel and patients at the ACS;
   6. Maintain HVAC service and equipment (including filters) needed to support the use of Venue as an ACS and to maintain the Venue at room temperatures suitable for patients and Hospital personnel in the ACS
   7. Maintain sufficient internet bandwidth and functional Wi-Fi services for the ACS sufficient to support the health care operations at the ACS;
   8. Provide transport, as requested by Hospital, for medical equipment and supplies, food and beverages to personnel and patients at the ACS ;
   9. Provide parking spaces for Hospital personnel working at or in support of activities of the ACS;
   10. Provide security services immediately outside and in the interior of the Venue, consistent with directions from Hospital regarding appropriate visitation policies established by hospital for ACS;
   11. Provide daily cleaning and disinfectant services for areas of the Venue not occupied by patient beds;
   12. Provide non-medical waste sanitation services on a daily basis

B. During the operational phase, Hospital shall prepare the interior of the Venue to operate as an ACS, including the following:
   1. Maintain necessary governmental approvals for the operation of the Venue as an ACS;
   2. Designate persons to serve the following functions:
   a. ASC Safety Officer
   b. ACS Site Manager
   c. ACS Chief Medical Officer
   d. Public Health Representative
   e. PPE Coordinator
   f. Public Information Officer
   3. Establish and enforce medical facility policies for operation of the ACS;
   4. Supervise patient care, case management, and patient safety-related and patient care-logistical activities;
   5. Provide and/or arrange for linens, blankets, medical equipment, hospital/medical supplies, oxygen and medical gases, pharmaceuticals, and related items and supporting equipment.

SCHEDULE B
OPERATIONAL PHASE OF ACS
ALLOCATION OF RESPONSIBILITIES

6. Provide and/or arrange for physicians, physician assistants, nurses, technologists and other medical personnel for the provision of services to patients at ACS
7. Provide and/or arrange for food and dietary services for patients at the ACS;
8. Provide and/or arrange for appropriate personal protective equipment for workforce members working in the patient care areas of the Venue
9. Provide and/or arrange for telecommunications equipment for use by hospital personnel and patients at the ACS
10. Provide and/or arrange for daily disinfectant services in patient care area
11. Provide and/or arrange for hospital laundry and medical waste sanitation services
12. Providing and/or arrange for information technology equipment and services to support electronic health record activities for patients at the ACS
13. Manage reporting clinical and public health requirements to governmental entities
14. Manage medical recordkeeping

SCHEDULE C
DE-COMMISSIONING PHASE OF ACS
ALLOCATION OF RESPONSIBILITIES

A. During de-commissioning phase, County shall:
   1. Restore the Venue in a condition sufficient to serve the Venue's purposes and activities prior to the set-up of the ACS
   2. Seek reimbursement for expenses for restoring the Venue from federal and state emergency management funding, and other available resources, if any

B. During the de-commissioning phase, Hospital shall maintain the Venue sufficiently for the Venue to serve as a site for an ACS, including the following:

   1. Arrange for removal and safe transport of all hospital-supplied equipment, supplies and furniture from the Venue
   2. Seek reimbursement for its expenses in transporting such equipment, supplies and furniture from the Venue, from federal and state emergency management funding, and other available resources, if any; and for any expense incurred in re-integrating such equipment and supplies into Hospital's Facility or inventory.

SCHEDULE D
Appendices

Any subcontract between a Party and a subcontractor for the provision of services that they Party is obligated to provide under this Agreement shall include the following terms:

1. Any dispute between the Party and subcontractor arising from the performance of the subcontract shall be addressed initially by mediation, and failing a resolution by mediation, by suit in a federal or state court of competent jurisdiction. The award of relief in any such action shall be limited to damages recoverable at law, injunction or other equitable relief.

2. The subcontractor may not terminate the sub-contract, except for material breach, fraud or other pertinent criminal conduct of the Party.

3. The subcontractor shall comply with any applicable equal employment opportunity provisions of federal law that are applicable to "federally assisted construction contracts" [1], defined as contracts for "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services, and including the supervision, inspection, and other onsite functions incidental to the actual construction"; and if applicable, the subcontract shall include the provisions in Appendix 1 as terms in the subcontract:

4. The subcontractor shall comply with any applicable provision of the Contract Work Hours and Safety Standards Act, and implementing regulations[2], which apply to contracts in excess of $100,000 involving the employment of mechanics or laborers; and if applicable, the subcontract shall include the provisions in Appendix 2 as terms in the subcontract

5. (For a subcontract exceeding $150,000), the subcontractor shall comply with any applicable provision of Clean Air Act and Federal Water Pollution control Act , as amended;[3] and report any violation thereof to FEMA and the regional office of the U.S. Environmental Protection Agency; and if applicable, the subcontract shall include the provisions in Appendix 3 as terms in the subcontract.

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[1] 41 C.F.R. § 60- 1.4(b), and Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor).

[2] 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E)

[3] 42 U.S.C. §§ 7401-7671q.; and 33 U.S.C. §§ 1251-1387).

6. The subcontractor certifies that it has not been de-barred or suspended or otherwise excluded from participation in federal assistance programs and activities; and the subcontract shall include the provisions in Appendix 4 as terms in the subcontract.

7. The subcontractor certifies that it is in compliance and will comply with the terms of the Byrd Anti-Lobbying Amendment, and implementing regulations[4]; and the subcontract shall include the provisions in Appendix 4 as terms in the subcontract

8. (If the County is a party to the subcontract), the County and the subcontractor will comply with Section 6002 of the Resource Conservation and Recovery Act, and implementing regulations [5]; and the subcontract shall include the provisions in Appendix 5 as terms in the subcontract.

9. The subcontract contain terms, as set forth in Appendix 6, concerning: a) FEMA and MEMA access to pertinent records; b) compliance with applicable federal and state laws and regulations and executive orders; c) the applicability of federal and Maine False Claims Act to the subcontract; and d) a requirement that the subcontractor incorporate the applicable provisions of this Schedule D into its further subcontract with another person or entity.

10. The subcontractor shall to maintain commercial general liability insurance in an amount not less than $1,000,000 per occurrence

[4] 31 U.S.C. § 1352; and Appendix A, 44 C.F.R. Part 18
[5] See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322

SCHEDULE D
Appendices

Appendix 1 – Equal Employment Opportunity Provisions (if and as applicable)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(2) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(3) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(4) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(5) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(7) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor,

or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(8) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(9) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or

Appendix 2

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

SCHEDULE D
Appendices

Appendix 3

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the (**name of applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the (**name of the applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

SCHEDULE D
Appendices

Appendix 4 BYRD ANTI-LOBBYING AMENDMENT

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's

_____
Authorized Official Date

SCHEDULE D
Appendices

Appendix 5 RCRA

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   1. Competitively within a timeframe providing for compliance with the contract performance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

SCHEDULE D
Appendices

Appendix 6

Acknowledgements.

(1) The Contractor acknowledges that that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(2) The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Further Subcontracts.

The Contractor agrees to incorporate the provisions of this Schedule D into all subcontracts for the sale goods and/or performance of services under this contract

Access to Records. The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

EMERGENCY SERVICES AGREEMENT

This Emergency Services Agreement ("Agreement"), entered into this ___ day of _____, 2020 is between Cumberland County ("Owner") and Global Spectrum, LP ("Spectra") the licensing of portions of the Cross Insurance Arena located in Portland, Maine ("Venue") as an emergency alternative healthcare site ("ACS") and for the planning, set-up, operation and de-commissioning of the Venue as an ACS. For a period of time commencing on the date of execution by both parties and ending December 31, 2020, unless otherwise extended in writing by the both parties to an agreed upon end date. ("Term").

The purpose of this arrangement is to contract with the County of Cumberland for the use of the facility as an Alternative Care Site (ACS) in accordance with Maine Department of Health and Human Services and Maine Health's (d/b/a Maine Medical Center)("Hospital") request.

RECITALS

1. On January 31, 2020, the Secretary of the United States Department of Health and Human Services declared a public emergency under the federal Public Health Service Act, as a result of then-confirmed cases of 2019 Novel Coronavirus ("COVID-19").

2. On March 13, 2020, the President of the United States issued a national emergency proclamation under the National Emergencies Act, declaring that the COVID-19 outbreak in the United States constituted a national emergency, beginning March 1, 2020.

3. On March 15, 2020, the Governor of the State of Maine proclaimed a state of emergency, authorizing the use of emergency powers in order to expand and expedite the State's response to the health and safety risks of the COVID-19 virus.

4. Following the Governor's proclamation, various agencies of State government, including the Maine Center for Disease Control and the Maine Emergency Management Agency (MEMA), enlisted the cooperation and support of County in furnishing the Venue, which is a facility normally used as sports and entertainment arena and convention center, to serve as needed as an ACS for persons requiring health care services and management as a result of the emergency created by the COVID-19 pandemic; and the support of Hospital, in setting up and operating the ACS, if and when needed as a result of surging demand on hospital inpatient facilities in Cumberland County.

5. By this Agreement, County and Hospital are memorializing their respective obligations for the planning of such an ACS, serving as hospital-level of care facility, and for the set-up, operations and de-commissioning of the ACS if activated.

   The Parties' performance covenants in this Agreement are intended to be under the authority of and in conformity with applicable emergency management plans of MEMA, acting pursuant to the authority and directives of the Governor of the State of Maine and the Maine Department of Health & Human Services; and also in accordance with applicable requirements for funding and other support by the Federal Emergency Management Agency ("FEMA"), to address the public health emergencies arising from the COVID-19 pandemic. Copies of this Agreement will be made available to FEMA and MEMA, and to other governmental agencies and authorities as reasonably necessary.

6. County and Hospital intend to seek available federal and state emergency management assistance for their respective costs and expenses for the planning, stand-up, operation and de-commissioning of the ACS; and from other sources, if any, that may be available to them. Neither Party will seek reimbursement for its expenses from the other Party to this Agreement; except that Hospital may seek emergency management assistance from County, to the extent that a portion of the State's emergency management assistance share is allocated to County.

ACS ACTIVATION

a. Activation Threshold. If and when Hospital's Portland, Maine inpatient facility ("Facility") reaches a census of 130 inpatients in its medical/surgical units (not counting ICU patients) who have tested positive for COVID-19 or have displayed sufficient symptoms of COVID-19 disease to warrant classification of "person under investigation" pending test confirmation, Hospital shall notify the County, MEMA, and Maine CDC of this development.

b. Consultation. During any period in which the inpatient medical/surgical census of such cases at Facility shall equal or exceed the threshold above, Hospital shall consult with the County, MEMA, and Maine CDC, no less frequently than every 72 hours, on whether to activate the set up and operation of the ACS, in light of: overall bed level occupancy (medical/surgical, intermediate care and intensive care beds) at area hospitals; the rate of increase in the number of confirmed cases in the community; forecasted rate of hospitalization; and other health care site (including area long term care facility) capacity.

c. Decision. Following each instance of consultation, Hospital shall determine whether to activate the set-up and operation phases of the ACS. Hospital shall promptly notify the County, MEMA and Maine CDC of its decision.

d. Activation. If Hospital determines to activate the set-up and operation of the ACS, Hospital and the County shall thereafter proceed in the manner set forth in this Agreement. Hospital and the County shall seek all necessary and appropriate regulatory and fiscal approvals for the set-up and operation of the ACS.

e. Reservation. Nothing in this section is intended to preempt the emergency powers of the Governor of the State of Maine under Title 37-B of the Maine Revised Statutes. Owner and Hospital each reserve the right to seek the protections of 37-B M.R.S.A 784-A and 822 as conditions for undertaking for the setup and operation of the ACS.

Background

1. Owner owns the Venue and has granted Spectra the exclusive right to manage certain operations at the Venue pursuant to a certain management agreement executed between Owner and Spectra dated _____("Management Agreement").
2. In accordance with the letter to Owner from the Maine Department of Health and Human Services (MDHHS) dated Thursday, April 2, 2020, Hospital seeks to use the Venue or portions thereof for the purposes of establishing an Alternative Care Site ("ACS") FEMA approved Federal Medical Station to provide emergency and medical operations to patients in need of medical care during the COVID-19 pandemic (the "Permitted Purpose").

3. Owner agrees that certain of Spectra's operational and management duties and obligations with respect to the Venue as set forth in the Management Agreement are suspended throughout the duration of the Term of this Agreement as defined above when an ACS has been established.
4. Throughout the Term of this Agreement as defined above when an ACS has been established, Spectra's sole responsibilities, duties, and obligations to Owner are those set forth below.
5. For the avoidance of doubt, none of Owner's duties and obligations under the Management Agreement are suspended during the Term, unless otherwise agreed by Owner and Spectra.

Accordingly, the parties agree as follows:

1. License. Owner in conjunction with Maine Emergency Management Agency (MEMA) and the Federal Emergency Management Agency (FEMA), Maine Department of Health & Human Services, and MaineHealth (d/b/a Maine Medical Center) will be occupying the Venue on a limited license to use the Venue during the Term of this Agreement for the Permitted Purpose.

2. Fees and Costs. In accordance with section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C 5121-5207 (the "Stafford Act") and in consultation with the Maine Department of Health and Human Services (Maine CDC) and the Maine Emergency Management Agency, the emergency protective measures taken to respond to the COVID-19 emergency the following expenses will be billed directly to the Owner: rental fee in the amount of $4000 per day ("Fee"). Owner shall be responsible to reimburse Arena as a result of this Agreement, including, without limitation, labor, utilities, set-up, initial cleaning, conversions, non-medical waste collection, supplies (including HVAC filters and other necessary supplies), police, security, forklift operation, HVAC and temperature control, electrical, plumbing, and a deep cleaning and sanitization of the Venue at the conclusion of the Term ("Expenses"). Expenses shall be reimbursed from Owner in a manner consistent with its normal payment process and billing cycle, i.e., within ninety (90) days of receipt of invoice.

3. Cancelled Events. Owner operating on behalf of MEMA/FEMA agrees to reimburse Arena for any reasonably forecasted losses sustained as a result of the cancelation of events previously scheduled to occur during the Term. Reasonably forecasted losses shall include but not be limited to: rental payments, marketing expenses, artist guarantees, ancillary revenues, ticket revenue, and suite holder revenue for contract reimbursement. Within ten (10) business days following a canceled event, Venue shall present Maine Emergency Management Agency with an invoice itemizing all reasonably forecasted losses sustained as a result of the canceled event.

4. Permits & Licenses. Owner shall be responsible for obtaining and maintaining throughout the Term all permits and licenses required to exercise its rights under this Agreement.

5. Spectra's Duties. Spectra shall be responsible for the following items in an effort to prepare and maintain the Venue as an ACS during the specified term:

a. Prior to the Opening Date, the designation and preparation of the Venue under the direction of the Owner, which may include providing the labor necessary to unload, build, and set up non-medical equipment (beds, temporary walls, screening and treatment areas, etc.)
b. After Opening Date, designate the support for deconstruction or decommissioning of venue
c. Providing and maintaining technical support, including, but not limited to establishment and maintenance of a suitable Wi-Fi platform and bandwidth that is sufficient to support the health care operations at the ACS.
d. Providing and maintaining, any plumbing work that Owner requests be performed in establishing a medical facility in the Venue. Providing and maintaining, any HVAC work that Owner requests be performed in establishing a medical facility in the Venue

e. Perform or cause to be performed emergency HVAC work necessary to maintain the integrity of the Venue with the provided PPE that is supplied by Owner This also includes but not limited to making necessary HVAC adjustments to equipment (including filters) needed to support the use of Venue as an ACS and to maintain the Venue at room temperatures suitable for patients and Hospital personnel in the ACS
f. At the sole cost and expense of Owner, the deep cleaning and sanitization of the entire Venue at the conclusion of the Term.
g. The security, safety, and wellbeing of any individual who enters the Venue for treatment or to provide services.
h. The daily removal of all non-medical waste from the Venue.
i. Coordinate as necessary with Spectra security staff and local law enforcement on the establishment and manning of security operations for both the interior and exterior of Venue. Security operations will only be setup once a final floorplan has been agreed upon by both Hospitals and Owner. Additional adjustments Spectra will assist Owner with converting Venue to support the ACS function as the Venue, include but are not limited to:
    a. Establishing a dedicated space for a24/7 administrative area;
    b. Establishing a dedicated space for a 24/7 dispatch center with one dedicated phone number;
    c. Establishing separate areas for donning and doffing personal protective equipment;
    d. Establishing a team staging area at least 12 feet away from patient care locations;
    e. Identifying areas for the receipt, staging, and storing of medical and non-medical supplies for sustainment/replenishment operations
    f. Establish non-medical waste sanitation services scheduled on a daily basis via a third party vendor

Except in emergency circumstances as set forth above, under no circumstances shall Spectra's employees be required to be present in or perform services in any areas of the Venue where patients are being treated, where patients are present or have been present, or where healthcare or other workers exposed to patients are present or have been present. Operations employee(s) will be staged in the Spectra administrative area and will be available to respond in the event of an emergency in a timely fashion. The Owner shall provide employees with the proper PPE protection, protecting employee(s) from any potential exposure.

We need to nail this down. I know we talked about Ops guys and their location and triggers on entering the arena, but while working through this we have also talked about using CIA security and dispatch (cameras). The bulk of security would be perimeter, non-bowl, area; however, I foresee a need of backdoor security and the camera room operators. Both locations would be in the general area and could have hospital staff in and out of the area for supplies, trash and administration.

6. Owner's Duties. Owner shall be responsible for:
    a. All aspects of the Owner's operations, including but not limited to the design, general maintenance, cleaning, medical waste removal, and sanitization of the Venue throughout the Term.
    b. The set-up or hook-up of all medical equipment to be used in the medical facility.
    c. All laundry services.
    d. All food and beverage service for patients at the Venue.
    e. Ensuring that the Hospital obtains an individual's consent and authorization to be treated at the Venue.
    f. The provision of all medical and non-medical equipment and supplies necessary to carry out the Owner's operations.
    g. Providing industry standard personal protective equipment (including, without limitation, proper masks and gloves) to all employees of Spectra employees who access the Venue during the Term. Spectra shall not be in breach of this Agreement if it fails to perform any duties as a result of it not being provided with such personal protective equipment.
    h. Restore the Venue in a pre-ACS condition sufficient to serve the Venue's purposes and activities.

i. Seek reimbursement for expenses for restoring the Venue from federal and state emergency management funding, and other available resources, if any

7. No Warranties / Damage. Owner agrees not to do any act or suffer any act to be done which shall mar, deface, injure or damage any part of the Venue. Upon expiration of the Term, Owner shall deliver the Venue to Spectra in as good condition and repair and in the condition received at the beginning of the Term, excepting normal wear and tear. Spectra makes no warranty or representation to Owner of any kind (express or implied) regarding the suitability of or compliance with applicable laws by the Venue, or any portion thereof (whether owned or controlled by Spectra), for the Permitted Purpose and that Spectra is delivering the Venue "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS." Additionally Spectra makes no warranty or representation that the Venue is generally suitable as a location for an ACS, or complies with laws or regulations of any kind (express or implied) regarding the suitability of or compliance with applicable governing ACS other that such laws or regulations that apply generally to convention centers or sports and entertainment venues. Excepting wear and tear of a type not unexpected for a Venue serving as an ACS, Hospital agrees not to do any act or suffer any act to be done which shall mar, deface, injure or damage any part of the Venue.

8. FEMA/MEMA Mandated Contract Provisions Incorporated. Both Owner and Spectra (Party) represents, certifies and covenants to the other as follows, in relation to their activities under this Agreement:

a. The Party will comply with any applicable equal employment opportunity provisions of federal law that are applicable to "federally assisted construction contracts";
b. The Party will comply with any applicable provision of the Contract Work Hours and Safety Standards Act, and implementing regulations;
c. The Party will comply with applicable federal and Maine state laws and regulations and executive orders;
d. The Party will comply with any applicable provision of Clean Air Act and Federal Water Pollution control Act , as amended; and report any violation thereof to FEMA and the regional office of the U.S. Environmental Protection Agency
e. The Party certifies that it has not been de-barred or suspended or otherwise excluded from participation in federal assistance programs and activities;
f. The Party is in compliance and will comply with the terms of the Byrd Anti-Lobbying Amendment, and implementing regulations;
g. The Party will provide access to its records of its expenses and activities under this Agreement to FEMA and MEMA in connection with expense reimbursement applications;
h. The Party acknowledges the potential applicability of the federal and state false claims act to requests for expense reimbursement applications from federal and state funding sources.

9. Limitation of Liability. Spectra shall not be liable to any party not party to this Agreement for any claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses ("Claims or Costs") arising from the Owner's use, occupancy, or exercise of control of the Venue as an ACS throughout the Term, except for claims arising out of the non-performance or negligent performance of Spectra's obligations under this Agreement. None of Spectra nor any of its officers, partners, employees or agents shall be responsible or liable for any loss or damage to the personal property of Owner or its employees, agents, volunteers, or invitees/patients in connection with Owner's use of the Venue hereunder. Owner acknowledges and agrees that all of its property or property of others in the Venue shall be used in the Venue at the sole risk of Owner, and Owner hereby waives and releases Spectra from any and all Claims or Costs related thereto to the fullest extent permitted by law. The provisions of this Section 7 shall survive the expiration or any earlier termination of this Agreement. As between County and Spectra, Spectra shall not be responsible for any claim based on the quality of hospital and health care services provided by Hospital to patients at the ACS, or based on a claim that the actions of either Party under this Agreement caused a transmission of a communicable disease.

10. Indemnification and Insurance. To the extent permitted by applicable laws:
Owner hereby agrees to indemnify, defend, and hold harmless Spectra, each of their affiliates, and each of their respective partners, agents, officers, trustees, directors, employees, representatives, and contractors (collectively, the "Indemnitees") from and against any and all Claims or Costs, arising from, (i) any breach of this Agreement by Owner, or (ii) the exercise by Owner of the privileges herein granted, (iii) the use of the Venue by Owner for the Permitted Purpose, or (iv) the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Owner or its employees during the Term. The provisions of this Section 10 shall survive the expiration or any earlier termination of this Agreement. Nothing herein shall be construed as a waiver of those defenses, immunities, and limitations on damages available to Owner pursuant to the Maine Tort Claims Act, and the indemnification provided herein shall be limited as provided in the Tort Claims Act.

Spectra hereby agrees to indemnify, defend and hold harmless Owner, each of its affiliates, and each of its respective partners, agents, officers, trustees, directors, employees, representatives, and contractors (collectively, the "Indemnities") from and against any and all Claims or Costs, arising from any breach of this Agreement by Spectra. The provisions of this Section 10 shall survive the expiration of any earlier termination of this Agreement.

The Parties understand that insurance may be unavailable for certain risks incurred by the activities contemplated by this Agreement, because of emergency circumstances, but that the lack of insurance shall not be a waiver of the indemnification required under this section.

Owner is insured against claims to persons or property, subject to the immunities, rights and defenses available to Owner in accordance with the provisions of the, et seq., as amended. Owner shall use its best efforts to require all contractors and subcontractors using the Venue for the Permitted Purpose to indemnify Spectra for any Claims or Costs incurred by Owner and/or Spectra as a result of the acts and omissions of such contractors and subcontractors. In addition, Owner shall use it best efforts to require all contractors and subcontractors to maintain commercial general liability insurance in an amount not less than $1,000,000 per occurrence which identifies Spectra as additional insureds for any liability arising out of the acts and omissions by contractors and/or subcontractors.

11. No Relationship between Spectra, Owner, and Individuals Receiving Treatment. Throughout the Term, Spectra does not owe any direct or indirect duty to the individuals and patients receiving treatment or care in the Venue. Spectra shall not be responsible for the security, safety, or wellbeing of any individual who enters the Venue for any reason. Owner acknowledges and agrees that no protected health information will be provided Spectra under this Agreement and that nothing herein requires or permits Spectra to access, store, use or transmit protected health information of any individual. The scope of services set forth in this Agreement does not create a "Business Associate" relationship between Spectra and Owner as such term is defined in 45 CFR §160.103.

12. Miscellaneous. The recitals are incorporated into this Agreement. This Agreement constitutes the entire Agreement and understanding of the parties with respect to its subject matter, and supersedes any and all prior agreements, understanding or communications between the parties whether written or oral. This Agreement may not be amended except by a writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of all successors and permitted assigns. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect. Each party shall comply with all laws, regulations, statutes and ordinances applicable to it in connection with its business activities and performance under this Agreement. This Agreement may be executed in any number of counterparts (including by .pdf), each of which will be deemed an original, but all of which taken together shall constitute one single agreement.

13. Dispute Resolution. Any dispute between the Parties arising from the performance of the Agreement shall be addressed initially by mediation, and failing a resolution by mediation, by suit in a federal or state court of competent jurisdiction. The award of relief in any such action shall be limited to damages recoverable at law, injunction or other equitable relief.

14. Termination. No Party may not terminate this Agreement, except for material breach, fraud or other pertinent criminal conduct of the other Party; or upon written notice of termination to the other Party given at least 30 days prior to the effective date of the termination.

15. Additional Terms and Conditions. Owner and Spectra agree to the additional terms and conditions.

The parties have signed this Agreement as of the date first written above.

OWNER

Cumberland County
142 Federal Street Suite 100
Portland, Maine 04101

By: _____

Name: James H. Gailey
Title: County Manager

SPECTRA

1 Civic Center Square
Portland, ME 04101

By: _____
Name: Melanie Henkes
Title: General Manager, Cross Insurance Arena

ADDENDIX

Any subcontract between either Owner or Spectra (Party) and a subcontractor for the provision of services that the Party is obligated to provide under this Agreement shall include the following terms:

1. Any dispute between the Party and subcontractor arising from the performance of the subcontract shall be addressed initially by mediation, and failing a resolution by mediation, by suit in a federal or Maine state court of competent jurisdiction. The award of relief in any such action shall be limited to damages recoverable at law, injunction or other equitable relief.

2. The subcontractor may not terminate the sub-contract, except for material breach, fraud or other pertinent criminal conduct of the Party.

3. The subcontractor shall comply with any applicable equal employment opportunity provisions of federal law that are applicable to "federally assisted construction contracts" [1], defined as contracts for "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services, and including the supervision, inspection, and other onsite functions incidental to the actual construction"; and if applicable, the subcontract shall include the provisions in Appendix 1 as terms in the subcontract:

4. The subcontractor shall comply with any applicable provision of the Contract Work Hours and Safety Standards Act, and implementing regulations[2], which apply to contracts in excess of $100,000 involving the employment of mechanics or laborers; and if applicable, the subcontract shall include the provisions in Appendix 2 as terms in the subcontract

5. (For a subcontract exceeding $150,000), the subcontractor shall comply with any applicable provision of Clean Air Act and Federal Water Pollution control Act , as amended;[3] and report any violation thereof to FEMA and the regional office of the U.S. Environmental Protection Agency; and if applicable, the subcontract shall include the provisions in Appendix 3 as terms in the subcontract.

6. The subcontractor certifies that it has not been de-barred or suspended or otherwise excluded from participation in federal assistance programs and activities; and the subcontract shall include the provisions in Appendix 4 as terms in the subcontract.

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[1] 41 C.F.R. § 60- 1.4(b), and Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor).

[2] 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E)

[3] 42 U.S.C. §§ 7401-7671q.; and 33 U.S.C. §§ 1251-1387).

7. The subcontractor certifies that it is in compliance and will comply with the terms of the Byrd Anti-Lobbying Amendment, and implementing regulations[4]; and the subcontract shall include the provisions in Appendix 4 as terms in the subcontract

8. (If the County is a party to the subcontract), the County and the subcontractor will comply with Section 6002 of the Resource Conservation and Recovery Act, and implementing regulations [5]; and the subcontract shall include the provisions in Appendix 5 as terms in the subcontract.

9. The subcontract contain terms, as set forth in Appendix 6, concerning: a) FEMA and MEMA access to pertinent records; b) compliance with applicable federal and state laws and regulations and executive orders; c) the applicability of federal and Maine False Claims Act to the subcontract; and d) a requirement that the subcontractor incorporate the applicable provisions of this Schedule D into its further subcontract with another person or entity.

10. The subcontractor shall to maintain commercial general liability insurance in an amount not less than $1,000,000 per occurrence

Appendix 1 – Equal Employment Opportunity Provisions (if and as applicable)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(2) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(3) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(4) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another

[4] 31 U.S.C. § 1352; and Appendix A, 44 C.F.R. Part 18

[5] See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322

employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(5) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(7) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(8) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(9) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Appendix II

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Appendix III

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the (**name of applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the (**name of the applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Appendix IV BYRD ANTI-LOBBYING AMENDMENT

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's

_____

Authorized Official Date

Appendix V RCRA

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   1. Competitively within a timeframe providing for compliance with the contract performance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Appendix 6

Acknowledgements.

(1) The Contractor acknowledges that that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(2) The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Further Subcontracts.

The Contractor agrees to incorporate the provisions of this Schedule D into all subcontracts for the sale goods and/or performance of services under this contract

Access to Records. The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

MAINE MUNICIPAL ASSOCIATION
Risk Management Services
60 Community Drive
P.O. Box 9109
Augusta, Maine 04332-9109

Telephone No.
(207) 626-5583
(800) 590-5583 Maine Only
Fax No. (207) 626-0513

DATE: July 17, 2020

TO: Members of the Workers Compensation Fund

FROM: Michelle Pelletier, CPCU, AU
Director, Risk Management Services

RE: Dividend Payment

We are pleased to announce that the Board of Trustees of the **MMA Workers Compensation Fund** voted at its May 21, 2020 meeting to allow a total dividend of no more than $650,000 to the members of the Fund who meet the established criteria. Continuing members whose 2019 contributions are greater than $25,000 annually, whose 2019 loss ratio is less than 40% and whose three-year loss ratio is less than 75% will receive a 5.15% dividend. Continuing members whose 2019 contributions are less than $25,000 annually and whose loss ratio is less than 50% for the three years ending December 31, 2019, will also receive a 5.15% dividend. All losses are valued as of June 30, 2020.

Your entity has played a big part of making the Workers Compensation Fund a successful program through good risk management and sound loss prevention. The Workers Compensation Fund Board of Trustees is very pleased with the results of this program and thanks you for your support and continued participation. The final dividend distribution in the Workers Compensation Fund totals $649,941.

We encourage you to use the enclosed press release to announce the results of your successful risk management activities and good loss experience to your community. If you have any questions about the dividend or any of the Risk Management Services programs, please call me at 1-800-590-5583.

PRESS RELEASE
For Immediate Release

Municipal officials are pleased to announce that the **County of Cumberland** has received a **$21,785** dividend check from the Maine Municipal Association as a result of its good loss experience and loss prevention programs.

The Maine Municipal Association offers three self-funded pools for municipal and quasi-public entities in Maine: the Workers Compensation Fund formed in 1978, the Property & Casualty Pool formed in 1987 and the Unemployment Compensation Fund formed in 1978.

The programs are overseen by governing boards of elected and appointed municipal officials. At its May meeting, the board approved another dividend distribution. Actual allocation and eligibility is based on the individual member's own loss experience. Michelle Pelletier, Director of Risk Management Services for MMA, said more than 79 percent of program participants received a dividend this year for their good risk management practices and favorable loss experience.

This year the Workers Compensation Fund has distributed almost **$650,000** in dividends to participants and the Property and Casualty Pool has paid dividends of nearly **$600,000**, for total payments of just over $1.2 million returned directly to MMA members.

Maine Municipal Association has been paying dividends since 1997, the two programs have returned over **$24 million** to participating members. For more information about any of the MMA Risk Management Services programs, including online training programs and other services, check the offerings on their website at www.memun.org and click on the Risk Management Services link, or call 1-800-590-5583.

Maine
Cumberland **County**

CUMBERLAND COUNTY COMMISSIONERS

POSITION PAPER OF THE COUNTY MANAGER

Date: July 21, 2020

Subject: Finance Committee Caucus

Position:

State Statute and the County Charter require the establishment of a Finance Committee. The Finance Committee is made up of elected officials from the Commissioner Districts in which their municipality resides. The appointment of elected officials to the Finance Committee is for a three-year term.

Last year the County had three elected officials representing County Districts. This year, only one, Holly Hancock, will be back to serve on the Finance Committee as her term expires in 2021. Prior to this meeting, the County Commissioners held their 2020 Finance Committee Caucus seeking interest from countywide elected officials for the Finance Committee. At the public hearing meeting to follow, those elected officials selected through the Caucus will be brought forward for appointment.

District 1			
District 2	Holly Hancock	Town of Casco	Expires 2021
District 3			
District 3			
District 4			
District 5			

Starting in September, the Committee will meet and review the Proposed 2021 County Budget. Ultimately, the Committee will make a recommendation to the County Commissioners. Meeting dates will be posted to the County's website.

County Manager

Maine
Cumberland **County**

2020 Finance Caucus

Cumberland County Courthouse
142 Federal Street
Portland, Maine 04101
in the Peter J. Feeney Conference Room

Tuesday, July 21, 2020

Neil D. Jamieson
District #1 – Tuesday, July 21, 2020 at 5:00 PM

Susan Witonis
District #2 – Tuesday, July 21, 2020 at 4:30 PM

Stephen Gorden
District #3 – Tuesday, July 21, 2020 at 4:45 PM

Thomas S. Coward
District #4 – Tuesday, July 21, 2020 at 5:15 PM

James F. Cloutier
District #5 – Tuesday, July 21, 2020 at 5:30 PM

Maine
Cumberland **County**

CUMBERLAND COUNTY COMMISSIONERS

POSITION PAPER OF THE COUNTY MANAGER

Date: July 21, 2020

Subject: WORKSHOP – Digital Signature Policy

The Commissioners have asked staff to explore a digital signature policy. This request is to gain efficiency on items that need signatures between Commissioners and staff. Nothing became more of an example of need then the pandemic over the last four months. Commissioners for the most part have not been inside the courthouse in four months, resulting in the once back-and-forth interaction between Commissioners and staff hasn't happened. This has impacted the ability to get certain documents signed. Those documents that rise to a significant priority and timeliness, we have worked with the Commissioners on an email – scan – email process. Ultimately the end document is in poor condition due to the numerous scans.

The attached Policy is in rough draft form and attempts to address the request from the Commissioners. One area I'd like to have more input on is the "Approved Uses" and "Prohibited Uses" of type of documents qualifying to be signed electronically.

County Manager

Electronic Signature Policy

The Government Finance Officers Association states that Federal legislation enacted in 2000, made electronic signatures just as legally enforceable as traditional paper ink signatures. A digital signature is seen as equal to a handwritten ink signature. In some respects a digital signature provides additional assurances and security in the signing of documents.

Digital Signatures Forms

Digital signatures come in a number of forms. As many forms exist, for the purposes of this Policy, the County of Cumberland will use the "digitized form of a handwritten signature" as its sole preference. This form is not the most secure form of a digital signature, but if the document is saved correctly, some security exposures could be limited. For instance, there is a permanent attachment to a document that cannot be altered resulting in the signature being saved as a file. Example being saving the document as a PDF or similar type document.

Purpose

The purpose of this policy is to provide guidance on when digital signatures are considered accepted means of validating the identity of a signed on County documents and correspondences, and thus a substitute for traditional "wet" signatures, within the organization. It should be noted that any time a wet signature can be obtained with ease and no delay, it will be the preferred method of signing County documents.

Scope

The purpose applies to all County Commissioners, County Manager and Department Heads or Division Directors.

Approved Uses (non-inclusive list):

Inter-jurisdiction communication

Resolves, Proclamations & Awards

Letters to indiv/agencies outside county govt

Promotional material

Grants Applications approved by the Commissioners

Prohibited Uses:

Court Documents

Cancellation of Employee Benefits

Contracts involving the County

Negotiated instruments and secured transactions

Cancellation of Utility contracts

Documents requiring Notarization

Employee Pay & Accounts Payable Warrants signed by Chairman

Scope (cont.)

Special Provisions:

The County Commissioners can vote to allow for an expanded scope of electronic Signatures, if it is deemed necessary, as a result of an event limiting contact with County Offices (ex. pandemic).

Policy

A digital signature is an acceptable substitute for a wet signature on any intra-organization document or correspondence.

The Executive Department shall hold the digital signatures of each County Commissioner. Individual department heads or division directors who wish to use a digital signature must be responsible for their own signature. Department heads shall submit a copy of their signature to the Executive Department to be held in a file (electronic) as proof of having a signature and the visual representation of the signature for verification purposes.

Using an electronic signature, by someone other than the signatory, shall receive verbal or written consent. Such consent shall be printed, attached to electronic signed document and filed in the Executive Office.

Digital signatures must apply to individuals only. Digital signatures for roles, positions, or titles are not considered valid.

Electronic signatures must be kept private and are the responsibility of the Department Head and Executive Department.

Exceptions

The County Manager, in consultation with the County Commissioners, shall have oversight and the ability to approve exceptions to this policy.

Non-Compliance

An employee who is found to have violated this policy is subject to disciplinary action, up to and including termination of employment.

Maine
Cumberland **County**

CUMBERLAND COUNTY COMMISSIONERS

POSITION PAPER OF THE COUNTY MANAGER

Date: July 21, 2020

Subject: WORKSHOP - COVID Changes – Proposing to Keep

Commissioner Gorden has requested the opportunity to learn from departments on what operational items departments needed to change as a result of the COVID pandemic.

I have asked Departments to submit narratives outlining their actions over the last number of months. What worked? What didn't work? And more importantly, what changes occurred as a result of COVID that will be considered the "norm" moving forward.

County Manager

What Worked & Didn't Work

Positive Themes:

- Video Meetings
- Continue Teleworking – allow for those who are efficient and set-up to do it
- Explore equipping employees with laptops, cameras and scanning capabilities
- Continue Drop Box at the Door and On-line recordings in Deeds
- Payroll done digitally (first time)
- All paychecks are direct deposit now
- Headway on Departments entering their own Accounts Payable
- Establishment of a list for department emails (goes to all employees)
- Built additional capacity into work environment (CCRCC – add'l workstations)
- Created barriers between public and employees through plexiglass screens – provides health barrier and safety barrier
- Created a balanced work and home life for some employees – with kids
- Greater percentage of on-line submissions in Deeds and Probate
- Video arraignments between Jail and Courthouse
- Video Probate hearings
- Providing BCORE training in-house
- Move training recorders from old site key to CCJ site key
- Providing twice weekly "Drug Take-Back"
- Deputies issues summons over arrests
- Encourage detectives to spend more time in field vs in office
- Limitations on outside visitors in jail
- Use of electronic tablets for inmates (education and emailing)

Negative Themes:

- Day to Day interactions with employees
- Not every employee has the technology to pull off working from home – outfitting employees would change current practice and cost significantly more on an annual basis
- More work and resource uses for DA's office (juggling work little more difficult)
- Remembering to keep up on passwords away from the office

Better Preparation for the Next Event (or continuation of this one):

- Laptops, cameras and scanners
- Ample supply of masks, gloves, sanitizer and wipes/cleaning solution
- Modernized office environment incorporating pandemic protocols in workplace

Changes incorporated after COVID – considering...

- Video Meetings between departments
- Continue Teleworking – allow for those who are efficient and set-up to do it
- Continue to explore equipping employees with laptops, cameras and scanning capabilities
- Payroll done digitally across all departments (first time)
- All employee paychecks are direct deposit now
- Headway on Departments entering their own Accounts Payable
- Built additional capacity into work environment (CCRCC – add'l workstations)
- Created barriers between public and employees through plexiglass screens – provides health barrier and safety barrier
- Created a balanced work and home life for some employees – with kids or elderly parents
- Greater percentage of on-line submissions in Deeds and Probate
- Video arraignments between Jail and Courthouse
- Video Probate hearings
- Providing BCORE training in-house
- Move training recorders from old site key to CCJ site key
- Providing twice weekly "Drug Take-Back"
- Deputies issues summons over arrests
- Encourage detectives to spend more time in field vs in office
- Use of electronic tablets for inmates (education and emailing)

Executive:

Telecommuting for the majority of the department went very well.
Pandemic made employees work in different ways, figuring out how they were going to do the work remotely.
Learn by fire approach to video conferencing
Hard to know if employees are putting in full day or not.
Need to explore how mail can be handled differently (I was scanning and emailing)
Training on website modification, social media posting, postage machine maintenance

Finance:

For years now, Finance has been trying to slowly but surely nudge the various County departments in the direction of performing more of their payroll, AP and revenue collection processes digitally. With the sudden arrival of Covid-19, that nudge turned into a hard push. As a result, the following changes have occurred.

- **ALL payroll is approved and entered digitally at this point**. Departments vary in the extent to which they are fully utilizing the Access on Demand timekeeping software to set weekly

payroll, but they are all using it somewhat. This is a major change, and an enormous improvement over the old paper based systems.

- **Paychecks are now Direct Deposit only**. This cuts down on a number of problems posed by paper checks.
- **Accounts Payable is entered and approved by more remote departments.** However, this is an area that still needs improvement. A few major departments still send paper copies to Finance to be entered instead. If Departments can enter their AP themselves, it actually gives them better access to their own information, and does not in any way decrease the ability of Finance to do proper approvals.
- We already had a few departments using **check scanners instead of sending us piles of checks every day,** and that has been a godsend.
- We have encouraged all **correspondence to go to the "Finance Dept" group** list rather than individuals. This has worked extremely well, and will not be removed.

One thing that this crisis has certainly proved is that Finance can transition to work from home for many functions without missing a beat. They should all be very proud of how they performed during this crisis. It also shows that the department has the technical capabilities and the personal professionalism to make the switch to home and keep right on going, which is impressive. **As older computers expire within the department, I will be requesting that Finance move to laptops attached to docking stations for everyone in the department so that we can be that much more prepared in the future.**

Domestic Violence Intervention:

As you know, as part of the Executive Department, I have primarily been working from my home office. The monthly "Coordinated Community Response" meetings, and our High Risk Team meetings, have been taking place through Zoom, with appreciation for the County account. The statewide meetings, such as the Commission on Domestic and Sexual Abuse, to which I am an appointed member, and others with the Judiciary to participate in their progress on e-filing, have also been shifted to **remote platforms**. With the help of the VPN loaded onto my laptop - and your help in forwarding hard copy mail, I have been able to keep up with grant management and approval of invoices. The DV training that I provide, such as for the Maine Guardian ad litem Institute, has also been shifted to virtual. I have also been participating in a number of problem-solving virtual roundtable discussions and webinars, on how best to help DV victims file protection orders remotely, and how to shift the model of in-person group Batterer Intervention Programs to individual crisis management calls with offenders with the goal of enhancing victim safety.
In terms of my participation in managing the Jail Re-entry grants, and grant applications, I have been able to continue that via Zoom meetings, email and phone conferences.
I miss the connections provided by face-to-face meetings and standing by the copier conversations, but do appreciate being able to work from my home office effectively. I would like to continue to have this option on days when I don't have in-person meetings, since I also get back two hours a day of commuting time!

Communications:

As a result of the declared National and State of Emergencies due to the COVID 19 Pandemic, the CCRCC has:

1) Closed our doors to visitors (including public safety agencies) and vendors. We hope to be able to return to normal operations over time which will allow visitors back into the building. We have slowly started to allow vendors in with a number of required precautions.

2) Worked with the State of Maine to add **four new 9-1-1 stations in our conference room**.

3) The addition of the 4 new 9-1-1 stations has allowed us to:
a) Use the conference room to assign staff for social distancing
b) Offer the use of the conference room to each of the other PSAP's in Cumberland County should they need to close their center for deep cleaning.

The **CCRCC plans to keep two of the four 9-1-1 stations active beyond "return to normal" for both training and staffing purposes.** We will eventually have all four workstations put away on roll carts, labeled and stored in our 9-1-1 room in the event that we or any of our partners need to evacuate or social distance in the future.

4) We borrowed the **CCEMA van and CCSO ESU van to use during the declared emergency**. The vans were used for social distancing. In an attempt to return to somewhat normal operations, We have returned the vans to the EMA and CCSO this week.

* The EMA van, the ESU van and the conference room proved invaluable about one week after we put them into service. The CCRCC was potentially exposed to the COVID 19 which required that we evacuate and conduct a deep cleaning. Because we had the vans and conference room available, we were able to have the CCRCC deep cleaned without actually evacuating the building. The cleaning company cleaned 1/2 of the building one day while we operated out of the vans and conference room and cleaned the vans and conference room the next day.

We continue to pursue the purchase of a CCRCC Emergency Response Van (ERV) for use in these types of emergencies. Should the EMA or ESU have needed their vans during this time, we would have had to evacuate to Westbrook.

5) The CCRCC has **partnered with the Town of Gorham to use their Emergency Operations Center (EOC) for declared emergencies which would require the CCRCC to evacuate. This agreement worked out so well that we are planning to incorporate it into our permanent evacuation plan.** We are working to secure grant funding to support this arrangement.

6) The CCRCC restricted / limited staff working secondary jobs. This is still in effect and will continue until the emergency is over.

7) **The CCRCC requires all staff members to take their temperature upon arrival to work.** This will likely continue for a while until we are more comfortable with the COVID 19 situation.

8) We have participated in weekly conference calls with the following agencies / committees:

a) Maine EMD / EMS committee
b) Maine 9-1-1 Bureau
c) Cumberland County 9-1-1 group
d) CCRCC Supervisory staff

We have recently reduced the conference calls from weekly to either bi-weekly or as needed. The reduction is not due to the seriousness of the crisis, but as a result of all agencies sharing critical operational information early on and continuing to engage in best practices.

9) Purchased many items to combat / prevent the virus and to support staff:

a) Masks
b) Hand sanitizer
c) Thermometer
d) Groceries for staff

10) Work from home. Deputy Director Deb Plummer has been assigned to work from home 1 or 2 days per week for a short time. Starting next week, she will return to working the full week at the CCRCC.

* As it relates to other departments whom the CCRCC relies on, working from home for them has not been an issue for the CCRCC. During this entire period, staff from EMA, Facilities, IT, HR and Finance have been readily available when needed and very responsive to our questions / issues.

In general, call volume since the start of the pandemic has been down. EMS (medical calls) down 25% Statewide. Law calls down 20% at the CCRCC. However, since we started to open up some businesses and relax some rules, call volume has begun to return to normal.

Sadly, over the past several days, we have seen a substantial increase in the amount of calls we receive for fraudulent unemployment claims using the callers personal data.

To their credit, the CCRCC staff has done an outstanding job keeping themselves healthy, balancing work / family life with adjustments in child care, working through personal issues related to the pandemic etc... and adjusting to frequency policy / process changes as we learned more about the virus and its impact on our citizens and pour operations.

Deeds:

For Deeds the drop box has worked great, and I will keep that for the foreseeable future. E filing has increased to 70 percent, an increase of 20 percent, which I think will continue. Not having the usual abstractors camped out for the day, has been great as far as interruptions to our daily work. Again with us having appointments scheduled, will again allow us to control the interruptions and workflow. This will be a benefit during the lien season for the municipalities.

EMA:

I think the biggest thing that has changed for us is virtual operations. The ability to have staff working at home and using county technology (computers and VOIP phones). I would like to continue incorporating a combined schedule of remote work and office work in the future. Once this event is over and we get to the "normal", I would like to continue remote work which allows us to practice remote activations.

Please see attached memos from:

- District Attorney
- Sheriff
- Human Resources
- Community Development

Cumberland County District Attorney's Office

142 Federal Street, Portland, ME 04101
Phone: 207-871-8384 Fax: 207-775-3561

Jonathan Sahrbeck
District Attorney

Jennifer Ackerman
Deputy District Attorney

Dear Commissioners:

I hope this letter finds you safe and well. I would like to give you a little bit of background on what our office has done to adjust in the past 3 months.

During the first weeks of the pandemic and the threat of exposure, the Court limited its functions in the criminal system to in-custody arraignments and motions to amend the bail, but the District Attorney's Office was still deemed "essential." Given the lighter load of court activity in the first weeks, the office was instructed to thin the staff, if possible. Despite the court closure to the public, several critical functions of the DA's office needed to continue. Emergency lock up arraignments became a daily task instead of an every other day function. Motions (specifically to amend bail to decrease the population of the jail) became a daily function instead of a bi-weekly limited docket. The mental health docket, as well as our drug court, continued as a weekly scheduled event albeit in a different format and structure. Law enforcement was making less arrests because of decreased people on the streets, exercising discretion on limiting exposure, and trying to focus only on immediate dangers to public safety.

In the District Attorney's Office, there was a scramble to inventory equipment and get the equipment to "at risk" staff who could complete functions of their jobs from a remote location. The prosecutors themselves had laptops so they were able to pick up and move a large portion of their work to a remote location, visiting the office on a rotating schedule to pick up and drop of discovery. To a certain degree this has caused additional work for the onsite staff to print the documents they have generated and match them to the reports.

Our diversion program went completely remote as these staff members did have laptops already. We were already in a good place with our communication processes with clients. Emails have continued to flow and when necessary our staff are using *67 on their personal cellular devices to speak to clients or made calls when they made brief trips to the office. Our office has been very flexible with clients experience hardships during the pandemic – layoffs, lost wages, etc.

We implemented several short term solutions to keep visitors to our office at a minimum. We repurposed and utilized existing software to receive emergency reports from law enforcement, making them available to our remote prosecutors and subsequently to our defense counsel who were assigned to assist the individuals on the lock up arraignment list. For a few weeks the cases were few but that quickly has grown in size and continues to grow in a way that we expect soon to see our pre-covid-19 sized lists on a daily basis. Currently one staff member is organizing the electronic materials daily for these cases. This is not a sustainable solution in its current implementation but it does have potential when the current chaos around court re-implementation settles down. Unfortunately we do not know when that will be – if ever.

In addition, police officers continued to issue summons to people being charged, which also started to come into the office and creating work for prosecutors and staff. This has created a backlog and the court has not started the process to bring in these individuals for arraignment. It's anticipated that it will take months to catch up with the large load of cases and the limitations on the number of people who will be brought into the court.

With the court's limited hours, access to our office decreased because the building was locked which was beneficial to a certain degree with our limited staffing and need for social distancing. The court schedule, limited court staffing,

increased public demand etc., has meant that communicating with the court clerks is difficult, time consuming, delayed, non-responsive and overly frustrating when you are trying to complete your job. The main reason for this is that the situation continues to be fluid and the clerk's office is reacting to changing directions and procedures from the Administrative Office of the Courts. In the past, we regularly work hand-in-hand with our court personnel to fix problems but the fluid landscape has made that more difficult.

As we moved into week 9 of the pandemic, the court began preparing to open for remote dispositional conferences. These notices are fast, furious, and last minute. Initially, the court would send them and then withdraw them very quickly as they too were figuring out their processes. Yet we had to act and then react with the lists as they were given. The court ceased providing a compiled list of cases for certain days two weeks prior to the hearing date, they simply were trying to find their way also. This has left our office scrambling to devise an organization plan for communicating the cases and the remote meeting phone # and Pin# to the prosecutor. We utilized IT services to create a report of this information. Currently, we are working through the business process to identify the specific tasks and who is responsible for them and when any report will be available to us. Our Business and Communications Coordinator is preparing a proposal for how this could function for the staff supervisors' approval and subsequent deployment. With these remote meetings, finding and organizing files is difficult since the prosecutors may need to take them out of the office to prepare for the hearing remotely. Docketing them back in the file cabinets can be delayed due to the operations being remote.

Our staff supervisors have worked their regular weekly schedule for at least the last 8-9 weeks even during the thinning efforts to keep the flow of paperwork continuous and make sure immediate needs could be addressed and solutions could be found. **This is not a sustainable process with the increased court activities.**

On May 18th, all of the staff who could not work remotely were returned to their pre-covid work schedules with implementation of safety protocols – social distancing and facial masks when that was not possible. While masks are necessary, they are not overly comfortable and awkward when you cannot see the facial features of the person interacting with you. Very little of the routine with the court that was previously in place is the same.

Law enforcement has been notably absent from our office and as appreciated as that is, we are not getting paperwork from them as timely, promptly and regularly as we used to which if they coincide correctly with the court list can be challenging. The courts are functioning with limited hours and staff as well, which makes communication an issue. They are opening for court hearings, but are experiencing last minute cancellations from judges or testing results, which can create difficulties.

May 27th was our first day of in person appearances from the general public for arraignments. There were 6 people on the list as there are only a total of 10 people allowed in the courtroom at one time. The other 4 people would be court personnel, the prosecutor and the lawyer of the day. **This obviously is not a plan that will address the 3-4 months backlog of arraignments that were postponed.**

Going forward, I am not sure there is anything that we would like to 'keep' in the current form. I believe things we learned during the pandemic have highlighted opportunities that we should seize. I would propose that aside from our reception desk that we migrate all of our personnel to laptop computers (with cameras). I would propose that we also look at desktop scanners for our staff to facilitate the electronic process.

Additionally, I would propose that we begin developing the business process that encourages the electronic submission of reports from law enforcement via our sharefile application (Portland being the last agency – please) and moves that information into our database system. Start small then work outwards.

Sincerely,

Tamara J Getchell
Business and Communications Coordinator

CUMBERLAND COUNTY SHERIFF'S OFFICE

- Kevin J. Joyce
  SHERIFF
- Naldo S. Gagnon
  CHIEF DEPUTY

36 COUNTY WAY, PORTLAND, MAINE 04102 PHONE (207)774-1444 – FAX (207)828-2373

To: **Jim Gailey**

From: **Sheriff Kevin J. Joyce**

Date: **June 18, 2020**

Subject: **COVID-19 Changes to Operations at Cumberland County Sheriff's Office/Jail**

What is working, changes that were made and what changes more than likely will remain changed.

Support Services Division:

The Support Services Division continues to function, although differently, as a result of changes in the way we do business.

Community Relations- Nearly all Community Relations activities have been postponed, including Coffee with the Sheriff, the Community Policing Academy, the Annual Inspection, the Annual Awards Ceremony, and many/various community organization meetings that we participate in. The Community Relations Deputy has been kept busy locating/securing PPE and other like supplies. Additionally, the Community Relations Deputy has been assisting with the training function and is a member of the MCJA ALERT testing team. The Community Relations Deputy has been monitoring emails and other sources of information on the COVID-19 virus and preparing an executive summary for the Sheriff. He also developed and implemented a twice-weekly Drug-Take Back process to help Cumberland County Citizens safely dispose of their unneeded medications.

Community Outreach is more important now, than ever. We need to be out in the community with events like Coffee with a Cop, National Night Out and Community Police Academy (with COVID-19 protocols taken). Additionally, I believe the twice-weekly Drug-Take Back program provides a needed service until the communities reopen for already established processes for the Take-Back.

Civil Process- The Civil Deputies have continued to work through at a lower volume of papers to be served than before the Coronavirus lockdown. This has allowed the civil deputies to catch up completely on previously pending papers. Their time in the office has been reduced. We anticipate this department returning to normal once the courts reopen, and potentially a large increase in workload with the state of the economy.

Training- Training has greatly suffered during the Coronavirus work from home/social distancing/masking time period. The agency was able to host and present a Basic Corrections Academy (BCOR) class at CCJ while practicing social distancing. Nearly all other training has been canceled or postponed with the exception of the training provided through our PowerDMS system. The Staff Development Deputy has continued to transition records from our old site key to the CCJ site key in PowerDMS records management software, as well as providing instruction for approximately 90 percent of the BCOR class.

I would like to continue to provide the BCOR training in-house and continue to move the records from one site key to the other in PowerDMS.

Accreditation-The Accreditation Coordinator has worked from home during the crisis. This has worked though not optimally for the agency.

I would like to have the coordinator back at the office when clear.

Grants-These have proceeded without interruption.

VIPS-The VIPS program was suspended during the COVID-19 crisis. They are just starting to see what they can do with the restrictions that are in place. I would like to see the group get back to full function.

Explorers-The Explorers program was suspended during the COVID-19 crisis. They are still waiting for the situations with the schools reopening to be resolved so they can get back to the meeting and recruiting. I would like to see the group get back to full function. The civil unit deputies spending less time in the office and the weekly report.

Of the above changes - We would like to review the usage of the twice-weekly "Drug Take-Back." If it is still providing a needed service to our communities, then keep it. If not revert to the twice a year collection.

Patrol

As far as Patrol is concerned, we have ramped back some of our "in-person" contacts. Some complaints are handled over the phone and we have encouraged more discretion with vehicle stops (defects, etc.)

The Patrol Deputies have issued more summonses vs arrest when appropriate during the COVID-19 outbreak. Transporting an arrestee would have potentially exposed the Deputy and possibly the Jail. This practice may continue in order to give some relief to the jail.

Waldo Ward has been working from home several days per week. This has proven marginally OK, however there are a lot of files/duties that he actually needs to be in the office. Things like processing Purchase Orders, Invoices, and managing equipment have had to be done only when he is in the office. I have given him several small projects that he can do remotely and he is able to access the schedule from home. However, things will move smoother once he is in the office 5 days a week.

The Patrol Lt's have tried to stagger when they are actually in the office. Although this makes sense for COVID, there are a lot of missed opportunities to meet with them as a group and have patrol related discussions.

The Patrol Division will eventually go to the pre-COVID-19 way of doing business except for more summonses vs arrest transported to the jail when appropriate.

Criminal Investigations Division

The only noticeable change was that we encouraged Detectives to spend more time in the field and NOT in the office. We completed CID meetings via Google Meet instead of face to face, which we can continue to use in a pinch. Everyone enjoyed being forced to spend more time in the field, but the convenience of office space/furniture makes it more comfortable when typing investigative reports, etc.

Beyond that, nothing really changed for CID. We intend to encourage more time in the field, but with Headquarters in Portland, I'm sure Detectives will slide back into their old routine as time passes.

Jail

The following operational and staff changes have occurred in light of the COVID-19 pandemic at the Jail. The amount of outside visitors and volunteers has been limited to non-contact or remote communication via phone and as a result, we have explored electronic tablets to provide education and email capabilities. These tablets will provide real time communication instead of the normal postal service venue. This system should be in place by the end of June and we will explore distant learning options for the future. In regards to inmate court appearances and transportation considerations, the video arrangements system in place should be explored as a permanent solution to save on resources.

The jail lobby is currently secured for ingress and egress movement and should remain in place for officer safety in the future, and was beneficial for a recent public demonstration event at the Jail.
The jail staff has been vigilant with the personal protection equipment safeguards and the upkeep of sanitation cleaning throughout the facility.

The use of virtual meetings should be the norm going forward in some cases to expand staff participation. The other services that have been suspended are fingerprinting, Drug Take-Back disposal in the jail, Alternative Sentencing Program, Community Works Program to include the maintaining of facility campus grounds, transportation extraditions, and the housing of offenders at the Community Corrections Center. I do not foresee any alternative operational changes with the future reopening except in phases.

The few items that more than likely will remain changed in the jail are:

- The use of electronic tablets by inmates
- Video visitations with attorneys
- Video court arraignments
- Access to the jail lobby will be under review for security and sanitation

Cumberland County Government
Human Resources Department
142 Federal Street, Portland, Maine 04101
207-775-6809 · cumberlandcounty.org

Don Brewer, Human Resources Director

Maine Cumberland **County**

June 8, 2020

To: Jim Gailey, Cumberland County Manager

From: Don Brewer, Human Resources Director

RE: Pandemic Adjustments - HR Work Environment & Operations

Jim,

In response to your 05-27-20 email requesting a synopsis of staffing, work environment, and operational changes brought about by the COVID-19 pandemic over the past three months, I offer the following overview from the HR Department:

STAFFING THE OFFICE

- "Thinning the Herd" – the HR Office remained open throughout the pandemic with reduced staffing on a rotating basis, with one or two employees teleworking from home each day, and two or three employees physically in the office.

OFFICE ENVIRONMENT

- Staff disinfected common surfaces and counter areas, daily.
- Hand sanitizer, disinfectant wipes, and masks were readily available/used.
- Staff frequently washed hands, used hand sanitizer, and socially distanced from other employees/individuals at least 6 ft.
- Tape barrier lines were placed on the floor to define 6 ft. areas to protect staff.
- A plexi-glass barrier was ordered for Carrie Hall's workstation, which is the closest and initial point of contact for visitors to the office; awaiting delivery and installation
- Significant reduction in employee visits and foot traffic in the HR office
- Staff began using the employee entrance on Pearl Street to enter & exit the courthouse.

VIDEO & TELEPHONE CONFERENCES

- During the pandemic, video or telephone conferences and telephone conferences have been the norm for meetings, interviews, grievance hearings, pre-determination hearings, labor/management meetings, new employee orientations & benefits enrollment, outside resource meetings/consultations (I.e., legal/attorneys), etc.

- In person meetings & group trainings have not been scheduled, or have been postponed, except in rare situations where social distancing was maintained.

HIRING

- At the outset of the pandemic, a hiring freeze was instituted for all vacant County positions, with the exception of Corrections Officers and (Blue pin) Patrol Deputies.

- HR witnessed a significant increase in the number of Corrections Officer (CO) applications received, likely due to the high unemployment rate associated with the pandemic. CO interviews were held via video conference; applications & associated paperwork were submitted electronically.

COMPENSATION, BENEFITS, WORKERS' COMP & LEAVES OF ABSENCE

- Increased scanning and emailing of Personnel Action Forms (PAFs) and employee leaves of absence memos between HR & Finance; no paper/hard copy forms or memos were exchanged

- Emailed weekly payroll to Christine Hyland in Finance who has been working remotely during the pandemic

LABOR RELATIONS

- A number of NCEU grievances & arbitrations have been held in abeyance during the pandemic

- Contract mediation with NCEU was tabled due to the pandemic and 14-day quarantine requirement for out of state visitors (original mediator was from Maryland), social distancing & group size restrictions.

- Early on, there were requests from NCEU, Teamster Supervisors and CCCA for additional hazard pay at the Jail and CC Regional Communications Center

OPERATIONS

- A number of personnel matters, research items, projects, and supervisor trainings were put on hold, or postponed; adhered to budget freeze

- Early on, HR focused on COVID-19 related response and precautions, monitoring the CDC for the latest developments (which seemed to change & increase daily), guidance, and working with County management to communicate to employees/supervisors information and safety procedures

- Educated employees on the availability of additional paid leave for COVID-19 related reasons, such as the federal Families First Coronavirus Response Act (FFCRA), and up to 80 hours for County Emergency Responders

- HR staff did not travel in person to the Sheriff's Office, Jail, EMA, CCRCC, Deeds/Assessing for meetings or other work-related purposes. All meetings and interactions with County staff not located at the courthouse were conducted by video or telephone conference, or through email.

- HR Generalist, Carrie Hall, assisted EMA Dept. with monitoring press conferences with Dr. Shah & Gov. Mills, and other COVID-19 pandemic tracking & spreadsheet work.

RECOMMENDATIONS ON CHANGES TO KEEP AS WE TRANSITION TO NORMALCY

- Continued utilization of video conferencing where appropriate, efficient & cost effective. I feel the increased and regular use of video-conferencing is here to stay as a norm in the modern workplace.

- Teleworking. There are some employees who have the capability to work effectively and productively from home or other remote locations. There are occasions when employees may work more productively and effectively from home when focused, detailed work is required to meet deadlines and project deliverables, free from office distractions & interruptions. With a solid teleworking policy in place, including home office ergonomics, increased teleworking has its place in the modern definition of "work."

Maine
Cumberland **County**

CUMBERLAND COUNTY COMMISSIONERS

STAFF REPORT

From: Kristin Styles, Community Development Director

Date: June 5, 2020

Subject: Current Work Environment for the Community Development Office

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In mid-March the Community Development Office started working remotely at the direction of the County Manager. This was a fairly easy transition for our office because we have placed all of our files on Google Drive and access them through Google Stream. We exclusively use Google Drive as our electronic filing system. This allows us to pull up any document, (word, excel, or otherwise), through a laptop, phone or tablet. Even before the Covid-19 pandemic, this was essential tool for us due to the amount of required county-wide travel. Additionally, all reporting to HUD is done through HUD's IDIS and HEROS online systems, so no change occurred.

Switching from face-to-face meetings, to zoom or google hang outs, was a bit challenging for some of our subrecipients and contractors, but as the stay at home orders continued, the familiarity of video calls became easier. HUD has place temporary waivers on certain aspects of the CDBG program. We are no longer inspecting job sites and conducting face-to-face Prevailing Wages interviews with construction workers. This will be changing shortly, but staff are confident that we can conduct the interviews and inspections in a safe manner.

The two main challenges facing the Community Development office have nothing to do with the physical location of where we work. The first challenge is lack of childcare. Both staff members have young children who were attending full time childcare before the pandemic. With childcare facilities closed, or operating at 50% capacity, it has been a daily battle to coordinate work schedules between two working parents, while trying to find childcare coverage through babysitters and grandparents. This challenge isn't unique to our department, and we are aware that everyone with small children is in the same situation.

The second challenge facing our office is the workload. The Covid-19 pandemic had a drastic effect on almost every one of our 52 open projects. Many projects required amendments to their contracts, extensions of deadlines, and multiple meetings to coordinate all of the changes. The timeline of this also coincided with Quarter 3 reports and invoicing during the month of April. And, coincided with the submission of our Annual Action Plan to HUD in May.

Additionally, the County received $920,165 in CARES Act funds for CDBG-Coronavirus relief. This required the creation, release, review, and approval of a CDBG-CV application and subsequent awards. This means our office is now managing 52 open projects, while preparing all of the

required documentation (environmental reviews, contracts, reporting forms, client applications, etc) for an additional 41 projects through FY20-CDBG and CDBG-CV funds. We are working at an unsustainable rate. The staff are doing our best to address the biggest issues first, and get to the smaller ones before they become major issues. Many of our subrecipients are facing similar workloads and challenges within their organizations.

Both staff members are employed at 32 hours a week, yet have been working significantly more hours for the past two and a half months. Staff have budgeted 40 hours a week (32 through CDBG and 8 through CDBG-CV) starting upon the HUD approval of the CDBG-CV grant. While bringing on an addition part-time staff to manage some of the workload would be helpful, the CDBG-CV funds are only available for 1 year and the effort to train someone in such a regulatory specific program would be more work than its worth.

Moving forward, our office would like to continue to have the ability to limit our exposure by working remotely when possible and using safety precautions when working in the courthouse or returning to job sites. We plan to continue to work whatever hours are needed to get our jobs done, and done correctly. Over the next year, there will be certain weeks that staff will need to work significant more than 40 hours in a week. There will be other weeks where some level of normalcy might occur. Our goal remains keeping the CDBG, CDBG-CV, and HOME programs running as smoothly as possible.