LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Tuesday, May 26, 2020
8 a.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

The Board will meet with Elected Officials and department Heads to discuss County-related issues, including:

COVID-19 updates

Re-opening discussion

GovSense/Ceridian project update – Dawn Jindrich

Public Comment: Five Minute Limit per Speaker
This comment period is for the public to address topics on today’s agenda.

12:00 p.m.
Formal Board Room

Call to Order

Public Comment: Five Minute Limit per Speaker
This comment period is for the public to address topics on today’s agenda.

Minutes
Discuss and decide on meeting minutes.

Update on Linn County’s response to COVID-19

COVID-19 Budget Update

First reading of the Ordinance Regulating the Operation of All-Terrain Vehicles and Off-Road Vehicles in Linn County, Iowa

Discuss a proposed contract between Linn County and Ethnic Minorities of Burma Advocacy and Resource Center (EMBARC) to provide COVID-19 response and related social and behavioral health services for vulnerable Linn County populations to include refugees.

Approve and authorize Chair to sign the Third Amendment to Lease Agreement between Linn County and Willis Dady Homeless Services for a portion of the Fillmore Building.

Discuss a facemask/face covering policy for Linn County employees and facilities

Public Comment: Five Minute Limit per Speaker
This is an opportunity for the public to address the board on any subject pertaining to board business.
Payroll Authorizations
Discuss and decide on Employment Change Roster (payroll authorizations).

Claims
Discuss and decide on claims.

Correspondence

Appointments

Adjournment

To adhere to social distancing requirements, Linn County employees and the public may participate in this meeting as follows:

1) Conference call—telephone number 866-576-7975, access code 218839#
2) Email questions or comments prior to or during the meeting to: bd-supervisors@linncounty.org

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncounty.org.
COUNTY ORDINANCE NO.____________________

ORDINANCE REGULATING THE OPERATION OF ALL-TERRAIN VEHICLES AND OFF-ROAD VEHICLES IN LINN COUNTY, IOWA

SECTION 1: PURPOSE. This ordinance shall identify regulations regarding the operation of all-terrain vehicles and/or off-road utility vehicles on county roadways designated by the Linn County Board of Supervisors.

SECTION 2: DEFINITIONS. The definitions of terms used in this ordinance are:

1. **All-terrain Vehicle** as defined by Iowa Code § 321I.1 means a motorized vehicle with not less than three and not more than six non-highway tires that is limited in engine displacement to less than one thousand two hundred cubic centimeters and in total dry weight to less than one thousand two hundred pounds and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control.

2. **Designated riding area** as defined by Iowa Code § 321I.1 means an all-terrain vehicle riding area on any public land or public ice under the jurisdiction of the Department of Natural Resources that has been designated by the department for all-terrain vehicle use.

3. **Designated riding trail** as defined by Iowa Code § 321I.1 means an all-terrain vehicle riding trail on any public land, private land, or public ice that has been designated by the state or the county for all-terrain vehicle use.

4. **Off-road Utility Vehicle** as defined by Iowa Code § 321I.1 means a motorized vehicle with not less than four and not more than eight non-highway tires or rubberized tracks that have a seat that is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control. “Off-road Utility Vehicle” includes the following vehicles:
   a. “Off-road Utility Vehicle-type 1” means an Off-road Utility Vehicle with a total dry weight of one thousand two hundred pounds or less and a width of fifty inches or less.
   b. “Off-road Utility Vehicle-type 2” means an Off-road Utility Vehicle, other than an Off-road Utility Vehicle-type 1, with a total dry weight of two thousand pounds or less, and a width of sixty-five inches or less.
   c. “Off-road Utility Vehicle-type 3” means an Off-road Utility Vehicle with a total dry weight of more than two thousand pounds or a width of more than sixty-five inches, or both.

5. **Public ice** as defined by Iowa Code § 321I.1 means any frozen, navigable waters within the territorial limits of this state and the frozen marginal river areas adjacent to this state, other than farm ponds, that are under the jurisdiction of the Natural Resource Commission of the DNR.
6. **Public land** as defined by Iowa Code § 321I.1 means land owned by the federal government, the state, or political subdivisions of the state and land acquired or developed for public recreation pursuant to § 321.8.

7. **Roadway** as defined by Iowa Code § 321I.1 means that portion of a highway improved, designed, or ordinarily used for vehicular travel.

**SECTION 3: OPERATION ON ROADWAYS.** A registered All-terrain Vehicle or Off-road Utility Vehicle may be operated on secondary roadways in Linn County pursuant to the restrictions in this ordinance as referenced in Appendix A, and those restrictions imposed by the Code of Iowa. Operation is limited to roadways lying outside the city limits of any incorporated city which does not have an ordinance or other regulation in effect allowing such operations. Operators are required to follow all local regulations and ordinances when operating in any incorporated city allowing such operation.

Residents who reside on a restricted roadway are permitted to operate on that restricted roadway only to reach the nearest unrestricted roadway. Residents are permitted to operate on a restricted roadway that is the shortest distance between an unrestricted roadway and the city limits of any incorporated city which has an ordinance or other regulation in effect allowing such operations. Restricted roadways are included in Appendix A.

A person shall not operate an All-terrain Vehicle or Off-road Utility Vehicle on secondary roads in Linn County unless the operator has a valid driver’s license and is at least 16 years of age. An operator 18 years of age and under shall be required to take and pass an Iowa Department of Natural Resources approved ATV Education Course and must carry a valid safety certificate while operating the vehicle as proof that the Iowa Department of Natural Resources approved ATV Education Course was successfully completed.

Operators and passengers 18 years of age and under must wear an ATV safety helmet.

All-terrain Vehicle and Off-road Utility Vehicle operation may begin at sunrise and must cease at sunset.

**SECTION 4: UNLAWFUL OPERATION:** A person shall not operate an All-terrain Vehicle and/or Off-road Utility Vehicle under any of the following conditions:

1. At a rate of speed greater than thirty five (35) miles per hour
2. In a careless, reckless, or negligent manner so as to:
   a. Endanger any person;
   b. Cause injury or damage to person or property; or
   c. Create unnecessary skidding or sliding or cause any wheel or wheels to unnecessarily lose contact with the ground.
3. While under the influence of intoxicating liquor or narcotics or habit-forming drugs.
4. Without the following equipment:
a. Properly functioning headlight and taillight, operational brakes, functioning brake lights, and speedometer.
b. A properly functioning muffling device that complies with the standards and procedures required by Iowa Code § 321I.12.
c. Rearview mirror, if the All-terrain or Off-road Utility Vehicle is so equipped.

5. Without wearing a properly adjusted and fastened seatbelt if the All-terrain or Off-road Utility Vehicle is so equipped.
6. Without an ATV safety helmet if the licensed operator is under the age of 18.
7. In any tree nursery or planting in a manner which damages or destroys growing stock.
8. On any public land, public ice, or designated riding trail in violation of official signs prohibiting such operation.
9. In any park, wildlife area, preserve, refuge, or game management area, except on designated riding areas identified by the Department of Natural Resources or designated riding areas identified by the local governing authority.
10. Any portion of a meandered stream or the bed on a non-meandered stream which has been identified as a navigable stream or river by the Iowa Department of Natural Resources and which is covered by water. This provision does not apply to designated riding areas, designated riding trails, construction vehicles engaged in lawful activity, and/or the operation of All-terrain Vehicles on ice.
11. Upon an operating railroad right-of-way. An All-terrain Vehicle may be driven directly across a railroad right-of-way only at established crossings.
12. With more persons on the vehicle than it was designed to carry. This paragraph does not apply to a person who operates an All-terrain Vehicle or Off-road Utility Vehicle as part of a farm operation as defined in Iowa Code § 352.2.
13. On any riding area or trail unless the trail is designated by signs as open to All-terrain and Off-road Utility Vehicle operation.
14. With a firearm in the person’s possession while operating or riding on an All-terrain Vehicle unless it is unloaded and enclosed in a carrying case, subject to the following exceptions:
   a. The person is riding on or operating an All-terrain Vehicle on land owned or possessed by the person and the person’s conduct is otherwise lawful.
   b. The person is riding on or operating an All-terrain Vehicle on land that is not owned or possessed by the person and all of the following apply:
      i. The loaded firearm is a pistol or revolver and is secured in a retention holster upon the person,
      ii. The person possesses and displays to a peace officer upon demand a valid permit to carry weapons which has been issued to the person, and
      iii. The person’s conduct is within the limits of the permit to carry weapons.
A nonambulatory person may carry an uncased and unloaded firearm while operating or riding on an All-terrain Vehicle.

15. While discharging a firearm as the operator or passenger, except a nonambulatory person may discharge a firearm from an All-terrain Vehicle while lawfully hunting if the person is not operating or riding on a moving All-terrain Vehicle.

16. Under the age of 16.

17. Without a valid driver’s license.

18. Without a valid safety certificate on board as proof of successful completion of an Iowa Department of Natural Resources approved ATV Education Course if the operator is younger than 18 years of age.

SECTION 5: REGISTRATION REQUIREMENTS AND OTHER CONDITIONS: Individuals who operate on county roadways in Linn County must annually register the All-terrain Vehicle or Off-road Utility Vehicle with the Iowa Department of Natural Resources. The following conditions apply:

1. The owner of each All-terrain Vehicle or Off-road Utility Vehicle shall be required to provide proof of ownership, including but not limited to bill of sale, Iowa Department of Natural Resources registration or registration from the appropriate out-of-state authority, and proof of liability insurance as required by Iowa Code §§ 321.20B and 321A.21.

2. All-terrain Vehicles or Off-road Utility Vehicles registered in Iowa are required to display their current registration decal and carry their certificate on board.

3. All-terrain Vehicles or Off-road Utility Vehicles registered in another state are required to also display a valid Iowa Department of Natural Resources User Permit in addition to displaying a current registration decal and carrying the certificate on board.

SECTION 6: EXEMPT VEHICLES: Registration shall not be required for:

1. All-terrain Vehicles and/or Off-road Utility Vehicles used exclusively as farm implements.

2. All-terrain or Off-road Utility Vehicles owned by the United States, this State or another State, or by a governmental subdivision thereof, and used for enforcement, search and rescue, or official purposes, but not for recreational or commercial purposes.

3. All-terrain vehicles used in accordance with Iowa Code § 321.234A(1)(a).

SECTION 7: PENALTIES. Violation of the ordinance shall constitute a simple misdemeanor punishable by a fine of $65.00 to $625.00, plus the applicable court surcharge and costs and/or up to thirty (30) days in jail as set forth in Iowa Code § 903.1(1)(a). Any amendments to the simple misdemeanor penalties of Iowa Code § 903.1(1)(a) shall be automatically incorporated into this section without the need of amending this ordinance.

SECTION 8: SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be judged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.
SECTION 9: EFFECTIVE DATE. The ordinance shall become effective upon its passage and publication pursuant to Iowa Code § 331.302(8).
APPENDIX “A”

RESTRICTED ROADWAYS

30th Street Drive
Alice Road – North Center Point Road to Lafayette Road
Beverly Road
Blairs Ferry Road – Cedar Rapids City Limits to Palo
C Avenue Extension – Marion City Limits to County Home Road
Cedar River Road – Highway 30 to Highway 1
Club Road
Cottage Grove Road
County Home Road
East Post Road
Ely Road
F Avenue NW – Cedar Rapids City Limits to Palo
Feather Ridge Road
Indian Hill Road
Lakeside Road
Mount Vernon Road
Munier Road
North 10th Street – Marion City Limits to County Home Road
North Alburnett Road – Marion City Limits to Alburnett
North Center Point Road
North Mentzer Road
Sawyer Road
Secrist Road
Shellsburg Road
Stoney Point Road
Tower Terrace Road
Winslow Road
Wright Brothers Blvd
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<thead>
<tr>
<th>Sub /Project Title:</th>
<th>COVID-19 Response</th>
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</thead>
<tbody>
<tr>
<td>Subcontract Number:</td>
<td>20Response1</td>
</tr>
<tr>
<td>Subcontractor:</td>
<td>Ethnic Minorities of Burma Advocacy and Resource Center (EMBARC)</td>
</tr>
<tr>
<td>Subcontractor Address:</td>
<td>2309 Euclid Avenue</td>
</tr>
<tr>
<td></td>
<td>Des Moines, IA 50310</td>
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<td>Subcontract Amount:</td>
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<tr>
<td>Funding Sources:</td>
<td>Linn County</td>
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<tr>
<td>Project Period:</td>
<td>April 1, 2020 – July 31, 2020</td>
</tr>
<tr>
<td>Match Required:</td>
<td>No</td>
</tr>
</tbody>
</table>

The Subcontractor agrees to perform the work and to provide the services described in the Subcontract Conditions for the consideration stated herein. The duties, rights and obligations of the parties to this contract shall be governed by the Subcontract.

**For and behalf of Linn County:**

By:  

Ben Rogers, Chair  
Linn County Board of Supervisors  
Date:  

**For and behalf of the Subcontractor:**

By:  

Henny Ohr, Executive Director  
EMBARC  
Date: 5/13/2020  

**For and behalf of LCPh:**

By:  

Pramod Dwivedi, Director  
Linn County Public Health  
Date: 5/19/2020
Contract Conditions

Article I - Identification of Parties and Key Personnel
This contract is entered into by and between Linn County Public Health (LCPH) and the Subcontractor as identified on the previous page.

LCPH Personnel

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pramod Dwivedi</td>
<td>Project Director</td>
<td><a href="mailto:Health@linncounty.org">Health@linncounty.org</a></td>
</tr>
<tr>
<td>Larry Hlavacek</td>
<td>Fiscal Contact</td>
<td><a href="mailto:Larry.Hlavacek@linncounty.org">Larry.Hlavacek@linncounty.org</a></td>
</tr>
<tr>
<td>Tricia Kitzmann</td>
<td>Community Health Division Manager</td>
<td><a href="mailto:Tricia.Kitzmann@linncounty.org">Tricia.Kitzmann@linncounty.org</a></td>
</tr>
<tr>
<td>Kaitlin Emrich</td>
<td>Assessment and Health Promotion Branch Supervisor</td>
<td><a href="mailto:Kaitlin.Emrich@linncounty.org">Kaitlin.Emrich@linncounty.org</a></td>
</tr>
</tbody>
</table>

Subcontractor Personnel

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Henny Ohr</td>
<td>Agency Director</td>
<td><a href="mailto:henny@embarciowa.org">henny@embarciowa.org</a></td>
</tr>
<tr>
<td>Jeanine Rutter</td>
<td>Agency Finance Lead</td>
<td><a href="mailto:jeanine@embarciowa.org">jeanine@embarciowa.org</a></td>
</tr>
<tr>
<td>Lemi Tilahun</td>
<td>Program Lead</td>
<td><a href="mailto:lemitilahun@gmail.com">lemitilahun@gmail.com</a></td>
</tr>
</tbody>
</table>

Article II - Statement of Contract Purpose
Build a sustainable collaborative system supporting vulnerable Linn County populations to include refugees.

Article III - Description of Work and Services

Identification of vulnerable populations

- Leverage social services and behavioral health within the community.
- Conduct rapid assessment (e.g., focus groups) of concerns and needs of the community related to prevention of COVID-19.
- Identify gaps and implement strategies that encourage risk-reduction behaviors.

Activity

1. Identify community members to include high need refugees impacted by social distancing interventions, or patients with COVID-19 virus (or at risk of exposure) to ensure they are aware of resources such as but not limited to food, school, employment, housing, mental health and health information.
2. Provide casework support.
   a. Assist with applications supporting needs noted above
   b. Schedule appointments
   c. Transport to appointments
3. Identify food insecurity gaps in the community and provide food as needed.

Information Sharing

- Develop, coordinate, and disseminate information, alerts, warnings, and notifications regarding risks and self-protective measures to the public,
particularly with at-risk and vulnerable populations, and incident management responders.

- Develop community messages are accurate, timely and reach at risk populations

**Activity**

1. Translate or interpret COVID-19 materials to include, but not limited to Kirundi, Swahili, Lingala, French language.
2. Provide COVID-19 education to refugee community leaders (faith-based organizations, business owners, non-profits) so they can share within their organizations.
3. In partnership with LCPH, collaborate with EMBARC to develop COVID-19 educational audio/video updates to include, but not limited to Kirundi, Kinyarwanda, French, Swahili language.
4. Assist those impacted by social distancing interventions, or patients with COVID-19 virus (or at risk of exposure) to enroll in the Linn County My Care Community to access medical and social service networks, which streamlines the referral process.

**Emergency Public Information and Warning and Risk Communication**

- Update scripts for jurisdictional call centers with specific COVID-19 messaging (alerts, warnings, and notifications).
- Identify gaps and develop culturally appropriate risk messages for at-risk populations including messages that focus on risk-reduction behaviors.

**Activity**

1. In collaboration with COVID-19 response agencies, support the EMBARC network and RefugeeRISE AmeriCorps to expand crisis helpline to support refugees impacted by social distancing interventions, or patients with COVID-19 virus (or at risk of exposure).
   - a. Answer calls
   - b. Case management and navigation in COVID-19 response

**Article IV – Reports**

<table>
<thead>
<tr>
<th>Report/Document Name</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>W9 Form for Subcontractor</td>
<td>Submit with Signed Contract</td>
</tr>
<tr>
<td>Provide a summary of outreach work from April 1, 2020-May 31, 2020</td>
<td>June 20, 2020</td>
</tr>
<tr>
<td>Provide a summary of outreach work from June 1, 2020-July 31, 2020</td>
<td>August 20, 2020</td>
</tr>
<tr>
<td>Provide populations served and food receipts for the local portion of the grant. Information to be submitted with monthly expense claim.</td>
<td>June 20, 2020  July 20, 2020 August 20, 2020</td>
</tr>
<tr>
<td>Provide list of translated COVID-19 materials translated with languages from April 1, 2020-May 31, 2020. This does not include translations in the scope of casework activities.</td>
<td>June 20, 2020</td>
</tr>
</tbody>
</table>
Provide list of translated COVID-19 materials translated with languages from June 1, 2020-July 31, 2020. This does not include translations in the scope of casework activities. | August 20, 2020
---|---
Provide summary of EMBARC crisis line support from April 1, 2020-May 31, 2020. | June 20, 2020
Provide summary of EMBARC crisis line support from June 1, 2020-July 31, 2020 | August 20, 2020

**Article V – Budget:**

<table>
<thead>
<tr>
<th>Direct Cost Category</th>
<th>Subcontractor Budget</th>
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<tbody>
<tr>
<td>Salary/Fringe</td>
<td>$8,200.00</td>
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<tr>
<td>Casework</td>
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<tr>
<td>Food</td>
<td>$3,000</td>
</tr>
<tr>
<td>Total:</td>
<td>$12,000.00</td>
</tr>
</tbody>
</table>

**Article VI – Payments:**
1. Final payment will be withheld until all reports have been submitted.
2. Each invoice will include the following:
   a. Name/address of subcontracting agency
   b. Name, rate, number of hours for each person billing the subcontract
   c. Number and amount of gas cards
   d. Brief summary of the billing period activities
   e. Food receipts of food provided to Linn County residents via outreach work.

<table>
<thead>
<tr>
<th>Invoice</th>
<th>Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1, 2020-May 31, 2020 Invoice</td>
<td>June 20, 2020</td>
</tr>
<tr>
<td>June 1, 2020-June 30, 2020</td>
<td>July 20, 2020</td>
</tr>
<tr>
<td>July 1, 2020-July 31, 2020</td>
<td>August 20, 2020</td>
</tr>
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</table>

**Article VII – Audits:**
Subcontractor shall provide Linn County, LCPH, and any of their duly authorized representatives’ access, for the purpose of audit and examination, to any documents, papers, and records of the Subcontractor pertinent to this agreement.

**Article VIII: Terms of Agreement:**
1. The term of this agreement is ongoing beginning April 1, 2020 to July 31, 2020. Termination of this agreement may occur in the event funds are de-appropriated, not allocated, or either party’s authorization to conduct business is withdrawn.
With the mutual consent of both parties, upon receipts and acceptance of a thirty (30) day written notice, termination on an agreed-upon date may occur without penalty to either party.

2. This agreement recognizes that Subcontractor will not be considered an employee of Linn County, Iowa, or the Linn County Board of Health for any purpose. Subcontractor shall have no authority over Linn County Board of Health employees. The existence and content of all policies and procedures within Linn County Public Health as well as the supervision and compliance with said policies and procedures shall be the responsibility of the Linn County Board of Health and its designee, and the Director of the Linn County Public Health.

3. No amendment, alteration, change, qualification or modification of this Agreement shall be valid unless it is in writing and signed by each Partner hereto and any such amendment, alteration, change, qualification or modification shall be adhered to and have the same effect as if they had been originally embodied in and formed a part of this Agreement.

**Article IX – Indemnification:**
Except with respect to claims arising from separate negligence or willful acts, which shall remain that entity's personal obligation, each entity agrees to defend, indemnify and hold harmless the other entity and its directors, officers, and employees with respect to a claim arising from the entity's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this agreement or any governing law or regulation.

**Article X – Additional Conditions:**
1. Funds can't be used to match funding on other federal awards.
THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT ("Third Amendment") is made and entered into this 27th day of May 2020 by and between Linn County, Iowa ("Landlord") whose address for the purpose of this Third Amendment is 935 Second Street SW, Cedar Rapids, IA 52404, and Willis Dady Homeless Services ("Tenant") whose address for the purpose of this Third Amendment is 1247 4th Avenue SE, Cedar Rapids, IA 52403.

RECITALS:

A. Landlord and Tenant entered into that certain Lease Agreement ("Lease") dated November 25, 2019, as amended by that certain First Amendment to Lease Agreement, dated March 30, 2020, and as amended by that certain Second Amendment to Lease Agreement dated April 28, 2020 whereby Landlord leases to Tenant and Tenant leases from Landlord 17,320 square feet, more or less, of a part of the building upon the real estate located at 520 11th Street NW, Cedar Rapids, Iowa, known as the "Fillmore Building", shown more specifically on the Attached "Exhibit A".

B. Tenant desires to extend the Lease Term stipulated in "Schedule A" of the Lease and, in connection therewith, Landlord and Tenant desire to provide for such extension and the modification and amendment of the First Amendment and the Second Amendment and the Lease as more fully set forth herein.

AGREEMENT:

NOW THEREFORE in consideration of the mutual covenants and agreements made herein and for other good and valuable consideration, the adequacy of which is hereby acknowledged, Landlord and Tenant hereby agree that effective as of the date of this Third Amendment, the Lease shall be amended and modified as follows:

1. **GRANT AND TERM.** Landlord and Tenant hereby agree to extend the Lease through the last day of June 2020, on the terms and conditions set forth in this Third Amendment.

2. **NO FURTHER MODIFICATION.** Except as specifically set forth in this Third Amendment, all of the terms and provisions of the Lease shall remain unmodified and in force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Third Amendment as of the day and year first above written.

LINN COUNTY, IOWA

WILLS DADY HOMELESS SERVICES.

Linn County Board of Supervisors

Phoebe Trepp, Executive Director
Willis Dady Homeless Services.
Fillmore Building
Space Leased to Willis Dady Homeless Services
Approximately 17,320 square feet