LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Monday, November 16, 2020
11 a.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

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.
Discuss and decide on actions related to the storm of August 10, 2020
Presentation of Linn County Food Systems Assessment findings and recommendations.
Discuss a proposed Lease Agreement between Linn County and Foundation 2, Inc for office space in the mental health access center
Discuss, approve and authorize Chair to sign a temporary 28E Agreement for inspection services between Planning and Development and the City of Robins.
Discuss and decide on closing Linn County-owned buildings in response to COVID19
Discuss and decide on employee remote work policies and other COVID19 related employee benefits

General Election audit results

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

5 p.m.
Formal Board Room

Public Forum for Fiscal Year 2022 Budget

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 1-800-945-0974, access code 501116
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.
LEASE AGREEMENT
OFFICE SPACE

THIS LEASE AGREEMENT, made and entered into this ________ day of November 2020, by and between Linn County, ("Landlord") whose address for the purpose of this Lease is 935 2nd Street SW, Cedar Rapids, Iowa 52404, and Foundation 2, Inc. ("Tenant") whose address for the purpose of this Lease is 1714 Johnson Avenue NW, Cedar Rapids, IA 52405.

WITNESS THAT:

1. PREMISES AND TERM. The Landlord, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on the part of the Tenant to be kept and performed, leases unto the Tenant, and Tenant hereby rents and leases from Landlord, according to the terms and provisions herein, the following described real estate, situated in Linn County, Iowa, to-wit:

   A part of the building upon the real estate located at 501 13th Street NW Cedar Rapids, Iowa known as the "Linn County Mental Health Access Center", totaling 441 sq. feet, more or less, and shown more specifically on the attached Exhibit "A".

   with the buildings and improvements thereon and all rights, easements and appurtenances thereto belonging and all personal property and fixtures contained within the leased space of the Mental Health Access Center for a term of One (1) year, commencing at midnight on the day previous to the first day of the lease term, which shall be on the first day of December 2020, and ending at midnight on the last day of the lease term which shall be the last day of June 2021, upon the condition that the Tenant pays rent therefore, and otherwise performs as in this Lease provided.

2. RENTAL. Tenant agrees to pay Landlord as rental for said term, as follows:

   Four Thousand Two Hundred Dollars ($4,200) for the term of this agreement, payable in advance in seven (7) equal monthly payments, the first payment becoming due on December 1, 2020, and the same amount per month, in advance, on the first day of each month thereafter.

   All sums shall be paid at the address of the Landlord, as above designated, or at such other place as the Landlord may, from time to time, designate in writing.

3. POSSESSION. Tenant is entitled to possession on the first day of the term of this Lease, and shall yield possession to the Landlord at the time and date of the close of this Lease term, except as herein otherwise expressly provided.

4. USE OF THE PREMISES. Tenant covenants and agrees during the term of this Lease to use and occupy the leased premises only for the purpose of office space for Tenant’s operation of its mobile crisis outreach services.
5. **QUIET ENJOYMENT.** Landlord covenants that its estate in said premises is fee simple and that the Tenant on paying the rent herein reserved and performing all the agreements by the Tenant to be performed as provided in this Lease, shall and may peaceably have, hold and enjoy the demised premises for the term of this Lease free from molestation, eviction, or disturbance by the Landlord or any other persons or legal entity whatsoever.

Landlord shall have the right to mortgage, sell or transfer the title of all of its rights, title, and interest in said premises at any time without notice, subject to this Lease.

6. **CARE AND MAINTENANCE OF PREMISES.** (a) Tenant takes said premises in their present condition except for such repairs and alterations as may be expressly herein provided.

(b) Landlord will keep the roof, foundation, structural part of the floor, walls, windows, casings, glass, and other structural parts of the building in good repair and will make necessary repairs to the plumbing, the water and sewer pipes, the electrical wiring, and the air conditioning and heating systems and equipment. Landlord will provide necessary repairs to the adjacent sidewalks and parking lot at its discretion. Landlord will provide trash removal, grounds upkeep, and snow and ice removal.

(c) Tenant will, after taking possession of said premises and until the termination of this Lease and the actual removal from the premises, at its own expense, care for and maintain said premises in a reasonably safe and serviceable condition, except for those items designated in paragraph (b) above. Tenant will not permit nor allow said premises to be damaged or depreciated in value by any act or negligence of the Tenant, its agents, employees, patients, or invitees. Tenant will furnish its own interior decoration, however no structural alterations may be made without the prior approval of the Landlord. Replacement of floor coverings will be a shared responsibility between Landlord and Tenant. Landlord and Tenant will mutually make decisions about type or style of floor coverings, and will determine cost sharing prior to any proposed replacement.

(d) Tenant will make no unlawful use of said premises and agrees to comply with all applicable city and county ordinances, and the laws, rules, and regulations of the State of Iowa and the federal government. However, Tenant shall not construe this provision as creating any duty to members of the general public.

(e) Tenant will immediately notify the Linn County Facilities Manager of any emergency repair needed to the items enumerated in paragraph 6(b) of this agreement.

7. **UTILITIES AND SERVICES.** Tenant and Landlord will mutually agree in writing to a Telephone and Internet Utilities Addendum to Lease Agreement stipulating Landlord and Tenant responsibilities for telephone and internet services. All other utilities and services will be provided at the expense of the Landlord.
8. **SURRENDER OF PREMISES AT END OF TERM - REMOVAL OF FIXTURES.** (a) Tenant agrees that upon the termination of this Lease, it will surrender, yield up, and deliver the leased premises in good and clean condition, except for the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

(b) Continued possession by the Tenant, beyond the last date of the term of this Lease, coupled with the receipt by the Landlord of the specified rent (and absent a written agreement by both parties for an extension of this Lease, or for a new Lease) will constitute a month-to-month extension of this Lease.

9. **ASSIGNMENT AND SUBLETTING.** Tenant may not assign this Lease, nor sublet all or any portion of the premises, nor permit the use of all or any part of the premises by persons other than Tenant, its employees, agents, and invitees without the prior written consent of Landlord, and any such assignment, sublease, or permission without such consent shall be void, and, at the option of Landlord, shall terminate this Lease.

10. **INSURANCE.** (a) During the term of this Lease, Tenant shall maintain umbrella liability insurance coverage, naming the county as an additional insured, of not less than $2,000,000 over workers compensation and employers’ liability coverage at statutory limits, and commercial general liability coverage of not less than $1,000,000, naming the County as an additional insured, on the premises in which Tenant has an interest and the personal property located thereon. Tenant shall provide proof of insurance to the Landlord.

(b) Except as to any negligence of the Landlord, arising out of any obligation of the Landlord under this Lease, the Tenant agrees to protect, indemnify, and save harmless the Landlord from and against any loss, claim, or liability from personal injury, death, or property damage arising or occurring upon or in connection with the leased premises, or by reason of the Tenant’s occupancy and use of the premises.

(c) Tenant will not do or permit the doing of any act that would vitiate any insurance, or increase the insurance rates in force upon the real estate improvements on the premises or upon any personal property of the Tenant upon which the Landlord by law or by the terms of this Lease, has or shall have a lien.

11. **FIRE AND CASUALTY. PARTIAL DESTRUCTION OF PREMISES.** (a) In the event of a partial destruction or damage of the leased premises, which is a business interference, that is, which prevents the conducting of a normal business operation and which damage is reasonably repairable within sixty (60) days after its occurrence, this Lease shall not terminate but the rent for the leased premises shall abate during the time of such business interference.

(b) **ZONING.** Should the zoning ordinance of Linn County make it impossible for Landlord using diligent and timely effort to obtain necessary permits and to repair and/or rebuild so that Tenant is not able to conduct its business on the premises, then partial destruction shall be treated as a total destruction as in the next paragraph provided.
(c) **TOTAL DESTRUCTION OF BUSINESS USE.** In the event of a destruction or damage of the leased premises, including the parking area, so that Tenant is not able to conduct its business on the premises or the then-current legal use for which the premises are being used, and which damages cannot be repaired within sixty (60) days, this Lease may be terminated at the option of either Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other. Tenant shall surrender possession within ten (10) days after such notice issues, and each party shall be released from all future obligations hereunder, with Tenant paying rental pro rata only to the date of such destruction. In the event of such termination of this Lease, Landlord, at its sole discretion, may or may not rebuild.

12. **TERMINATION OF LEASE AND DEFAULTS OF TENANT.** Either party to this Lease shall have the right to terminate the Lease for any reason upon giving sixty (60) days prior notice in writing. In the event the “Agreement” incorporated herein is terminated, this Lease shall terminate on the same date and time as termination of the “Agreement” occurs.

13. **RIGHTS CUMULATIVE.** The various rights, powers, options, elections, and remedies of either party, provided in this Lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies, or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as default remains in any way unremedied, unsatisfied, or undischarged.

14. **INSPECTIONS.** The Landlord has the right to inspect the premises at reasonable times in order to fulfill its obligations and responsibilities to the taxpayers of Linn County and for the purpose of insuring that provisions of this Lease are performed by the Tenant. The right of inspection of the premises shall not be construed to reserve any right to the County for administrative management of the premises during the term of the Lease.

15. **NOTICE AND DEMANDS.** Notices as provided for in this Lease shall be given to the respective parties hereto at the respective addresses designated on page one of this Lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this Lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by United States mail and so deposited in a United States mailbox.

16. **PROVISIONS TO BIND AND BENEFIT SUCCESSOR, ASSIGNS, ETC.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors, and assigns of the parties hereto.
17. **CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms, or conditions of this Lease to be kept or performed by Landlord or Tenant shall be in any manner modified, waived, or abandoned, except by a written instrument duly signed by the parties and delivered to the Landlord and Tenant.

18. **CONSTRUCTION.** Words and phrases herein, including acknowledgment, hereof shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

19. **AUTHORIZATION.** Each party to this Agreement represents and warrants to the other that: (a) It has the right, power, and authority to enter into and perform its obligations under this Agreement.

(b) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Agreement and this Agreement constitutes a legal, valid, and binding obligation upon itself and in accordance with its terms.

**IN WITNESS WHEREOF,** the parties hereto have duly executed this Lease in duplicate on the day and year first above written.

LINN COUNTY, IOWA

Ben Rogers, Chairperson
Linn County Board of Supervisors

Emily Blomme, Executive Director

FOUNDATION 2, INC.

State of Iowa
County of Linn

Signed before me on this ______ day of November 2020, by Ben Rogers, to me personally known, who being by me duly sworn, did say that he is the Chairperson of the Board of Supervisors, Linn County, Iowa.

______________________________
Notary Public, State of Iowa

My commission expires: ____________________

State of Iowa
County of Linn

Signed before me on this ______ day of _____________, 2020, by Emily Blomme, to me personally known, who being by me duly sworn, did say that she is the Executive Director of Foundation 2, Inc.

______________________________
Notary Public, State of Iowa

My commission expires: ____________________
LINN COUNTY AND CITY OF ROBINS
TEMPORARY AGREEMENT FOR INSPECTION SERVICES

1. TITLE

Pursuant to Iowa Code Chapter 28E, this temporary Agreement by and between Linn County, Iowa and the City of Robins, Iowa, shall be known as the Linn County and City of Robins Temporary Agreement for Inspection Services.

2. PURPOSE

The purpose of this Agreement is to provide temporary inspection services for the City of Robins (City) by Linn County (County).

3. PROCEDURES AND FEES

3.1. Place of application. Permit applications shall be made at the City of Robins.

3.2. Permit issuance. The City shall issue permits in accordance with its procedures and requirements.

3.3. Inspection Fees. The City agrees to pay the County for inspection services based upon the current hourly wage rate of the personnel required, with a one half hour minimum charge, subject to change based on current fee & pay grade schedule. The City will pay said amounts based upon submittal of documentation of hours of work required. Reasonable travel time to and from Robins may be included in the time charged. The County reserves the right to request an increase in charges if the current rate does not fully cover the County’s costs.

3.4. Fees for Saturday inspections. Saturday inspection fees will be charged at one-and-one-half times the hourly rate based upon the current hourly wage rate of the
personnel required, with a (3) hour minimum charge, subject to change based on current fee & pay grade schedule. The County reserves the right to request an increase in charges if the current rate does not fully cover the County’s costs. Saturday inspections must be requested at least 24 hours prior to the close of business on the preceding Friday.

4. INSPECTIONS

4.1. Types of inspections. The County shall provide inspection services as requested by the City. Inspection services include building, electrical, plumbing and mechanical.

4.2. Requests for inspections. Inspection requests shall be made by the City on behalf of the permit applicant or an authorized representative. Requests may be made by email or by telephone to the Linn County Building Division between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Twenty-four hour notice is requested prior to an inspection.

4.3. Inspection times. Inspections will be conducted by County Inspectors, approximately between the hours of 9:30 a.m. and 3:30 p.m., Monday through Friday. The County reserves the right to modify this inspection schedule to accommodate the Inspectors’ schedules.

5. RECORDS

The County shall turn all inspection records over to the city upon termination of this Agreement, for a period of five years from the issuance date.

6. HOLD HARMLESS

The City of Robins shall hold harmless, indemnify, and defend all claims and suits for liability against Linn County and any of its employees arising as a result of any services performed by Linn County under this Agreement.

7. APPEALS

7.1. Appeals of determinations. Appeals of decisions or determinations arising as a result of inspections performed under this Agreement shall be heard by the City’s Building Board of Appeals.

7.2. Written reports and determinations. The County shall provide a written report to the City Building Board of Appeals in advance of the hearing.
8. DURATION OF AGREEMENT; TERMINATION

8.1. Termination of Agreement. This temporary Agreement shall terminate ninety (90) days from the effective date the Agreement. The City may request an extension of this Agreement by providing written notice at least one month prior to the termination date. The extension may only be granted by mutual agreement of both the County and the City.

8.2. County not obligated after termination date. The County shall not be obligated to perform inspections after the termination date.

9. EFFECTIVE DATE

The Agreement shall be effective upon approval by the City and the County, respectively.

City of Robins, Iowa

County of Linn, Iowa

__________________________________________  _________________________________________
Chuck Hinz, Mayor  Ben Rogers, Chair
City of Robins  Linn County Board of Supervisors

Attest:

__________________________________________  _________________________________________
Lori Pickart, City Clerk  Joel D. Miller, Auditor
Post-Election Audit Report / Auditor Certification

General Election / Nov. 3, 2020
Name / Date of Election

Linn
County Name

CR43
Precinct Name

Auditor's Office / Nov. 12, 2020
Office Audited / Date of Audit

1. Audit Board Member Oath

I, [state your name], do solemnly swear or affirm that I will impartially, and to the best of my knowledge and ability, perform the duties of audit board member of this election, and will studiously endeavor to prevent fraud, deceit, and abuse in the conduct of the audit.

Audit board member signature

Audit board member signature

Audit board member signature

Audit board member signature

Audit board member signature

Audit board member signature

2. Certification of Ballot Seals

The seal/seals on ballot container was/were intact with no evidence of tampering.

Auditor/designee signature

Audit board member signature

Audit board member signature

Audit board member signature

Audit board member signature

Audit board member signature

Audit board member signature
3. Certification # Ballots Delivered to Audit Board

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td># Ballots: election night tabulator report:</td>
<td>1,073</td>
</tr>
<tr>
<td># Ballots: counted/delivered to audit board:</td>
<td>1,073</td>
</tr>
<tr>
<td>Auditor/designee signature</td>
<td>Rebecca Stonawski, Deputy</td>
</tr>
</tbody>
</table>

### Absentee & Special Voters Precinct only

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td># Ballots: audit day tabulator report:</td>
<td>N/A</td>
</tr>
<tr>
<td># Ballots: counted/delivered to audit board:</td>
<td></td>
</tr>
<tr>
<td>Auditor/designee signature</td>
<td>Rebecca Stonawski, Deputy</td>
</tr>
<tr>
<td>Audit board member signature</td>
<td></td>
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<tr>
<td>Audit board member signature</td>
<td></td>
</tr>
</tbody>
</table>
4. **Election Night Count of Votes** (from Tally Book)

<table>
<thead>
<tr>
<th># Votes</th>
<th>576</th>
<th>Candidate</th>
<th>Donald J. Trump / Michael R. Pence</th>
</tr>
</thead>
<tbody>
<tr>
<td># Votes</td>
<td>460</td>
<td>Candidate</td>
<td>Joseph R. Biden / Kamala D. Harris</td>
</tr>
<tr>
<td># Votes</td>
<td>30</td>
<td>Candidate</td>
<td>Roque Rocky De La Fuente / Darcy G. Richardson</td>
</tr>
<tr>
<td># Votes</td>
<td>0</td>
<td>Candidate</td>
<td>Don Blankenship / William Alan Mohr</td>
</tr>
<tr>
<td># Votes</td>
<td>0</td>
<td>Candidate</td>
<td>Ricki Sue King / Dayna R. Chandler</td>
</tr>
<tr>
<td># Votes</td>
<td>3</td>
<td>Candidate</td>
<td>Howie Hawkins / Angela Nicole Walker</td>
</tr>
<tr>
<td># Votes</td>
<td>25</td>
<td>Candidate</td>
<td>Jo Jorgensen / Jeremy Cohen</td>
</tr>
<tr>
<td># Votes</td>
<td>0</td>
<td>Candidate</td>
<td>Brock Pierce / Karla Ballard</td>
</tr>
<tr>
<td># Votes</td>
<td>3</td>
<td>Candidate</td>
<td>Kanye West / Michelle Tidball</td>
</tr>
<tr>
<td># Write-ins</td>
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<tr>
<td># Over Votes</td>
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</tr>
<tr>
<td># Under Votes</td>
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</tr>
<tr>
<td># Total Votes</td>
<td>1,073</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5. Audit Board Count of Votes

<table>
<thead>
<tr>
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<td>3</td>
<td>Kanye West / Michelle Tidball</td>
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<tr>
<td>4</td>
<td>Write-ins</td>
</tr>
<tr>
<td>1</td>
<td>Over Votes</td>
</tr>
<tr>
<td>1</td>
<td>Under Votes</td>
</tr>
<tr>
<td>1,073</td>
<td>Total Votes</td>
</tr>
</tbody>
</table>

6. County Auditor Certification of Ballots Counted/Returned

# Ballots counted/returned from audit board: **1,073**

Auditor/designee signature: **Rebecca Stonawski, Deputy**

7. Audit Board Certification

We performed a post-election audit of all ballots cast in the above precinct and election and hereby certify the results to the county auditor. We further certify that we have resealed the audited ballots, pursuant to Iowa law, and have transferred custody back to the county auditor.

Audit board member signature: **[Signatures]**
County Auditor Election Certification

As County Auditor, I hereby certify I have performed the following duties regarding the preparation for and conduct of the above election:

1) I performed and/or supervised the testing of the voting equipment, as required under Iowa Code Section 52.35

2) I conducted and/or supervised the training course for all election personnel, as required under Section 49.124

3) I published or caused to be published the required notices as required under Section 49.53

4) I sent notice to the Secretary of State that our county implemented IMb tracing with USPS (date should be when IMb was implemented)

5) I complied with administrative rules adopted by the Secretary of State under Chapter 52, including having a written voting security plan

6) I have notified the Secretary of State of each suspected incidence of election misconduct that I have referred to other agencies or law enforcement for investigation

7) I have immediately informed the Secretary of State’s Office when I had a belief that a cybersecurity incident or data breach had occurred OR I hereby certify that I have no reason to believe that a cybersecurity incident or data breach has occurred in my county

County name: Linn
Name / date of election: General / Nov 3, 2020
Certification date: 11/12/20
County Auditor signature: [Signature]