

BOARD OF SUPERVISORSDistrict 1 | **Stacey Walker**District 2 | **Ben Rogers**District 3 | **Louis J. Zumbach****JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000 | FAX: 319-892-5009

LinnCounty.org

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Monday, February 1, 2021

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.

Approve Shane Dodge to sign a Staffing Agreement between Linn County Public Health and Express Employment Professionals to hire temporary staff to answer vaccine calls retroactive to January 27, 2021

Linn County Historic Preservation Commission 2021 Annual Update

Update on Dows Farm Agri-Community

Discuss agreement between the East Central Iowa Council of Governments, Linn County, and Feed Iowa First for rural recovery projects related to economic recovery and resiliency

Discuss donation of 2 counters, 4 office chairs plus track and hardware to Benton County Transportation (Dana Burmeister – Director) noting this is used furniture with no County value.

Discuss Fiscal Year 2021 Witwer Trust Grant funding.

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**Legislative Update****Appointments**

1:30
Formal Board Room

Budget discussions and follow-up for the proposed Fiscal Year 2022 budgets

Other budget discussions if necessary.

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.



Staffing Agreement

Office Number and Location:

At Express Services, Inc. (Express) dba Express Employment Professionals (referred to as "Express," "Us," "We," or "Our"), we make it easy for you to do business with Us. The first step to establishing a successful staffing relationship is to ensure a clear understanding of each party's responsibilities. We appreciate your business and look forward to the opportunity to support you with outstanding professional employment services in consideration of your agreement to the following terms and conditions:

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers' compensation, and unemployment insurance. We recruit and assign associates to you to perform only the job duties you specify. You agree not to change the specified duties or the assigned workplace of the associate.
2. Express complies with all federal, state, and local employment laws and regulations, as applicable. You agree to provide Our associates with a safe, suitable workplace and equipment, provide all legally-mandated meal and rest breaks, and to comply with all applicable federal, state, and local employment laws including appropriate workplace-specific safety and health training that adequately addresses potential hazards at your worksite.
3. You agree to safeguard and protect any private information regarding Express employees to which you gain access, including biometric information, and agree to abide by any applicable laws addressing the collection, use, storage, or protection of private and/or biometric information. You also agree to defend, indemnify, and hold Express harmless from any loss, cost, claim, or damage, including costs and attorney fees, (collectively "Loss" or "Losses") resulting from your failure to abide by the laws addressing the collection, use, storage, or protection of private and/or biometric information and/or unauthorized uses of said information and hold Express harmless from any Loss resulting from your non-compliance with all current and future applicable federal, state, and local laws and regulations including, but without limitation, sick leave, vacation, wage and hour, and meal and rest breaks. Express pays associates promptly, based on information approved by you. You agree to pay the charges and any applicable sales tax based on the timecard or other mutually acceptable recording method by the invoice due date.
4. The bill rates charged by Express are specific to office location and may vary from Express office to Express office and are subject to change based upon federal, state or local laws that provide benefits to our associates or upon prior notice. A service charge of 1.5% per month (18% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s).
5. We provide insurance policies to cover Express for Workers' Compensation, and Employers Liability Parts A & B claims by Express associates against Express in an amount not less than \$1,000,000 per occurrence and provide Commercial General Liability, Fidelity Bond, Errors and Omissions, and Hired/Non-Owned Automobile coverage in an amount not less than \$1,000,000 per occurrence.
6. You agree that you will not request or allow Our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings, or provide management consulting or financial advice, nor will Our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates.
7. If Our associates have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, confidential information, trade secrets, or other valuable property, then you agree to defend, indemnify, and hold Us harmless from any resulting Loss.
8. Express will only provide associates for positions operating a motor vehicle, forklift, or other motorized mobile equipment if notified in writing prior to an assignment. We must know in advance, so We can assign associates who are qualified to meet your specifications. During an assignment, if Our associate operates a motor vehicle, forklift, or any other motorized mobile equipment, you agree to maintain liability insurance for any such motorized equipment and to defend, indemnify, and hold Us harmless for bodily injury, property damage, fire, theft, collision, public liability claims, or other Loss, regardless of fault.
9. You will supervise, direct, and control the work performed by Express associates, and assume responsibility for all work product and operational results, including personal injury to a third party or your agents or employees, losses or damage to property or data in the care, custody, or control of an Express associate. You agree to defend, indemnify, and hold Us harmless from any Loss, including costs and attorney fees, (collectively "Loss" or "Losses") that may be caused by breach of this Agreement and/or by your negligence or misconduct, and agree on behalf of your insurer(s) to waive all rights of recovery (subrogation) against Us.
10. In addition to Our duties and responsibilities set forth herein, Express, as the common-law employer, has the right to physically inspect the worksite and work processes; to review and address, unilaterally or in coordination with you, the associates' work performance issues; and to enforce Our employment policies relating to associates' conduct at the worksite.
11. We offer an evaluation hire program designed to provide you with associates on a trial basis prior to converting them to your payroll. To take advantage of Our evaluation hire program, you agree to negotiate a pre-determined trial period or fee prior to an associate's assignment to you.
12. Express will, at your written request, conduct criminal history checks based on your targeted screening criteria, motor vehicle record checks, and drug screens as permitted by federal, state, and local laws and regulations. The costs vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports.
13. If you have an Express associate on an assignment and determine you would like to hire the associate onto your payroll, you may do so by paying a transfer fee of up to 30% of the associate's expected annual salary, provided all invoices are current.
14. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, not to hire directly or use Express associates through another staffing firm without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by Us in writing.

Thank you for your business. We look forward to a mutually beneficial relationship.

Company: LINCOLN COUNTY PUBLIC HEALTH

Date: 1/26/21

Agent's Name (please print): SHANE DODGE

Title: AIR QUALITY SUPERVISOR

Agent's Signature: [Signature]



New Account Information

Client LINN COUNTY PUBLIC HEALTH		Telephone No. 319-892-6000		Fax No. 319-892-6099		Contact SHANE DODGE	
Address 1020 6th STREET SE				City CEDAR RAPIDS		State IA	Zip 52401
Type of Business PUBLIC HEALTH		Business Start Date ?	Years at Address 2	CEO/Owner/Partner/Proprietor LINN COUNTY			No. Employees >700
Type of Organization ☐ Corp. ☐ Partnership ☐ Ind. Prop. ☐ LLC ☒ Other			Reason for Associates TEMPORARY PHONE BANK - VACCINE			No. of Associates 1-20	Hours per Week 1-40
Party in Charge of Accts. Payable REBECCA SHOOD		PO Required? ☐ Yes ☐ No		Terms are: Payments due 10 Days from Date of Invoice			
Person Accepting Our Terms SHANE DODGE		Title AIR QUALITY SUPERVISOR		Social Security Number/Tax ID Number TAX EXEMPT			
Primary Bank Used		Telephone		Account No.		Account Representative	
Type of Account		Date Opened	Avg. Checking Balance \$	Hi Balance \$	Avg. Balance \$	D&B Rating	
Loans Outstanding ☐ Secured ☐ Unsecured		Current. Loan Balance \$	Hi Balance \$	Avg. Balance \$	Payment History ☐ Excellent ☐ Good ☐ Fair ☐ Poor		
Bank Credit Rating		SIC Code	Comments:				
CREDIT REFERENCES				For Express Services Use Only			
Name of Supplier		Type of Business	Credit Limit \$	Date Acct. Opened	Account Avg. \$	Account High \$	
Address		Contact	Avg. Days to Pay	Terms	Rating ☐ Excellent ☐ Good ☐ Fair ☐ Poor		
Telephone No.		Fax No.	Comments:				
Name of Supplier		Type of Business	Credit Limit \$	Date Acct Opened	Account Avg. \$	Account High \$	
Address		Contact	Avg. Days to Pay	Terms	Rating ☐ Excellent ☐ Good ☐ Fair ☐ Poor		
Telephone No.		Fax No.	Comments:				
Name of Supplier		Type of Business	Credit Limit \$	Date Acct Opened	Account Avg. \$	Account High \$	
Address		Contact	Avg. Days to Pay	Terms	Rating ☐ Excellent ☐ Good ☐ Fair ☐ Poor		
Telephone No.		Fax No.	Comments:				

TERMS AGREEMENT BUILT INTO CREDIT APPLICATION

The undersigned, in consideration of extending credit to aforesaid business, individually, jointly and severally as individuals unconditionally guarantee the payment of any and all future obligations of the said company which may be owing to Express Services, Inc. upon demand including reasonable attorney's fees and all costs and other expenses incurred by Express Services, Inc. in collecting an indebtedness of the aforesaid customer. Notice is waived. This is a continuing guarantee. Should a lawsuit be necessary to enforce the guarantee, venue is waived and suit may be brought in Oklahoma City, Oklahoma. A photocopy or facsimile copy of the account application and signature shall be valid as an original thereof.

All information given above is correct to the best of the undersigned's knowledge. It is agreed that: (1) charges for temporary help are labor related and due 10 days from the date of invoice; (2) creditor is authorized to investigate credit, banking and financial history and to disclose findings of that investigation as necessary.


Signature

1/26/21
Date

CREDIT APPROVAL		Approved By		Credit Limit \$		Terms	
Source Code		Client Account No.		Complete By		Checked By	
						Date	



**AGREEMENT BETWEEN THE EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS,
LINN COUNTY, AND FEED IOWA FIRST
FOR RURAL RECOVERY PROJECTS RELATED TO ECONOMIC RECOVERY AND RESILIENCY**

THIS AGREEMENT is by and between the East Central Iowa Council of Governments (herein called “ECICOG”), Feed Iowa First, and Linn County;

WHEREAS, ECICOG has accepted a proposal from Feed Iowa First in which ECICOG will provide funding related to economic recovery and resiliency due to the COVID-19 pandemic through the Equitable Land Access (ELA) program;

WHEREAS, the ELA program connects individuals from marginalized communities to land and injects equity into the farming process by providing seeds, equipment, and guidance from germination to sale of produce.

WHEREAS, the ELA program supports economic recovery by promoting entrepreneurship within minority populations that are particularly vulnerable to COVID-19 impacts;

WHEREAS, eligibility for funding through the Rural Recovery Challenge requires involvement from a government or economic development agency;

NOW, THEREFORE, it is agreed between the parties hereto that:

SCOPE OF SERVICES/DELIVERABLES PROVIDED BY FEED IOWA FIRST TO ECICOG AND LINN COUNTY:

Feed Iowa First to provide the following services to ECICOG and Linn County:

Marketing/Outreach

- a. A website will be purchased, developed and used as a marketing and outreach point to generate awareness of and interest in the ELA program. Content related to the ELA program will be available in English and translated into Swahili, French, and Spanish.
- b. A new logo and graphics will be designed and embedded on website.
- c. Development of print materials to reach individuals from marginalized communities will be generated and distributed through various channels. Content related to the ELA program in these materials will be available in English and translated into Swahili, French, and Spanish.

Development and Procurement Channels

- a. Exploration of produce markets with an intent to purchase a minimum of three seed species for growth on site.
- b. Arrange for a minimum of three meetings between a contracted community partner and local produce markets to assess community needs and market demand for various produce.

- c. A minimum of one procurement contract will be drafted and will be utilized for the sale of produce farmed under the ELA program.
- d. Distribution guidance will be developed to expand produce sales under the ELA program.

PAYMENT FOR SERVICES/DELIVERABLES:

All services and deliverables will be provided by Feed Iowa First by June 30, 2021. Feed Iowa First shall provide written updates to ECICOG and Linn County on the status of the services and deliverables monthly until disbursement of the final payment.

ECICOG will provide two installments of payment to Feed Iowa First:

- The first installment of \$2,500 will be payable upon signature of this contract.
The second installment of \$2,500 will be payable upon completion of the deliverables stipulated in the scope of services/deliverables.

GENERAL PROVISIONS

Changes to be in Writing

None of the covenants, provisions, terms, or conditions of this Agreement shall be modified, waived, or abandoned, except by a written instrument duly signed by the parties. This agreement contains the whole agreement of the parties.

Hold Harmless

Feed Iowa First shall hold harmless, defend, and indemnify ECICOG and Linn County from all claims, actions, suits, charges, and judgments whatsoever that arise out of Feed Iowa First's performance or nonperformance of the services or subject matter called for in this Agreement.

Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

Duration

This agreement may be modified by mutual consent of authorized officials from ECICOG, Linn County and Feed Iowa First. This agreement shall become effective upon signature by the authorized officials from the ECICOG, Feed Iowa First, and Linn County and will remain in effect until the disbursement of the final payment.

SIGNATURES: In witness thereof, the parties to this agreement through their duly authorized representatives have executed this agreement on the days and dates set out below. The effective date of this agreement is the date of the signature last affixed to this page.

EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS

Karen Kurt
Executive Director

Date

FEED IOWA FIRST

Carter Oswood
Feed Iowa First

Date

LINN COUNTY

Stacey Walker, Chair
Linn County Board of Supervisors

Date



MEMORANDUM

TO: Board of Supervisors
FROM: Les Beck, Director
DATE: January 29, 2021
SUBJECT: Agreement between ECICOG, Linn County and Feed Iowa First

Attached is a proposed agreement between the East Central Iowa Council of Governments, Feed Iowa First, and Linn County. ECICOG received money through the CARES Act for rural recovery projects, and has awarded \$5,000 to Feed Iowa First for a proposed Equitable Land Access program. The ELA program will provide marginalized populations with access to land for farming. FIF is farming about 3 acres at the Dows Farm, which will be used by FIF as part of the ELA program.

The only reason Linn County is a signatory is because eligibility for funding requires involvement of a local government or economic development agency, which FIF is neither. No funding will flow through Linn County.

Also attached for the Board's information is the ELA proposal submitted to ECICOG by Feed Iowa First.

The County Attorney's Office has reviewed the agreement.



Mission Statement: To combat food insecurity today and tomorrow by growing food and farmers.

Organizational History: Sonia Kendrick launched feed Iowa First when she returned from Afghanistan as a combat veteran. Sonia saw the effects of hunger in the citizens of Afghanistan. She was surprised to come home to America and find that her state of Iowa had over 350,000 food insecure citizens and that we import over 90% of our food. Sonia took passionate and decisive action, creating an organization now recognized as a national model.

Target Populations: Feed Iowa First serves people at food pantries, economically depressed neighborhoods, and food deserts. The population we serve includes people with high medical bills, the disabled, the elderly, children and families, young adults, and immigrants. Fresh, chemical-free produce is distributed at no cost on a no questions asked basis weekly.

Impact in 2020: In the 2020 season the organization has expanded to 26 urban farm sites around the county, and has at present distributed 48,000lbs of fresh, chemical-free produce to the food-insecure in Linn County. With a lease signed for an additional 2 acres, the organization is excited to increase this production, while allowing people from the community access to increase resilience within the county.

Executive Director: Carter Oswood

Number of Staff: 1 Full-Time Employee / 1 Part-Time Employee / 2 AmeriCorps VISTA Members

Overview of the project (including estimated timeline) L
SEP

Feed Iowa First is seeking funding for rural outreach to establish and grow the Equitable Land Access program in rural Linn County. The Equitable Land Access (ELA) program supports diverse (immigrant) farmers who have farmed in their home counties. Feed Iowa First will aid and support ELA farmers in the form of accessible land, seed starting, basic equipment, and assistance with local market

contracts for income generation though selling locally.

We have learned that many communities drive hours (Minneapolis and Chicago) for basic traditional greens and produces that can be grown locally. We have also learned from small business owners who cater to specific diverse populations, that they buy from growers in other states or several hours away because they cannot find a grower locally for certain vegetable. An example is white eggplant, that are in high demand by populations in and around Cedar Rapids, but the nearest grower is west of Des Moines and there is more demand than supply.

Feed Iowa First has identified the first ELA farmer with one acre at the Dows farm and is seeking funding for building rural partnerships, rural outreach and marketing, and market exploration to work with potential farmers to meet local market needs.

Timeline:

- November 1, 2020 – ELA program announcement and commencement
- November 5, 2020 - Interview and tentative placement of first ELA farmer for pilot ELA program
- December 2020 – Creation of webpage and marketing material for urban and rural outreach
- December/January 2020 – translation of materials to French, Swahili and Spanish
- January 2021 – Creation and supplementation of partnership for greater reach into the rural area
- January 2021 – Diverse farmer focus group with translators
- January – meetings with local buyers to understand timelines and produce needs
- January 2021 – Creation of local market contracts
- January/February 2021 – Identify 2-3 diverse farmers for pilot program
- March 2021 – Begin field pilot of ELA

Goals of the project ^[1]_{SEP}

There are four goals that this project will accomplish:

1. Establish partnerships within Linn County to reach diverse (immigrant) farmers within Linn County and specifically in rural communities and areas. Expand current partnership with Iowa State Extension to canvas rural parts of the county.
2. Plan and initiate ELA rural outreach to target minority populations who have previously farmed or are interested in farming for income generation.

3. Hold focus groups and advertise the program through website, mailers and to minority communities throughout Linn County.
4. Meet with local produce buyers to identify local market avenues, produce demand, and expectation of produce quality and harvest time.

How the project positively impacts rural areas of the region L SEP

This project will positively impact the rural areas by exploring the assumption that “all immigrant populations live in the urban areas” by seeking out diverse individuals who are established in rural parts of the county. Through partnerships Feed Iowa First will identify the needs and interest of diverse populations in farming within Linn County and lend support those who are experienced or want to farm.

While the Dow’s farm will be a functioning farm it also will serve as an education center for the Linn County community to experience non-transitional crops and farming practices while adhering to environmental farming practices.

How the project connects to economic recovery and/or resiliency L SEP

This project provides programming structure to support diverse farmers. The ELA program removes many of the barriers (financial, equipment, land access) for farmers to pursue an income to support their livelihood and families, especially during a time of economic vulnerability.

Identifying local markets builds local revenue as local as residents can buy culturally appropriate food grown locally in Linn County and local restaurants and small groceries can buy from local producers instead of sellers from out of the county or state.

Estimated budget and how the awarded funds will be used L SEP

Funding from this grant will build a framework for this program to identify farmers, establish partnerships to reach into the local community, and identify local market within Linn County for direct sale.

- | | |
|---|--------------|
| • Establishment and expansion of rural partnerships | \$1000 |
| • ELA Website and print materials | \$1500 |
| • Translation services for print and meetings | \$1500 |
| • Identifying local markets and selling guidelines | \$1500 |
| | Total \$5500 |