

BOARD OF SUPERVISORSDistrict 1 | **Kirsten Running-Marquardt**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

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Monday, May 1, 2023

10 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.

Proclamation: Community Action Month—May 2023

Discuss authorizing Chair to sign an amendment to the Farm Management Agreement between Linn County and The Sustainable Iowa Land Trust.

Discuss Board of Supervisors Policy Number OP-020, Video Surveillance, Revision No. 2

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.

Legislative Update

Discuss and decide on action related to proposed legislation

Correspondence**Appointments****Adjournment**

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@linncountyiowa.gov.

LINN COUNTY



PROCLAMATION

COMMUNITY ACTION MONTH – MAY 2023

WHEREAS, Community Action has made essential contributions to individuals and families across this Nation by creating economic opportunities and strengthening communities; and

WHEREAS, Community Action is a robust state and local force connecting people to life changing services and creating pathways to prosperity in 99% of all American counties; and

WHEREAS, Community Action builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities and stable homes; and

WHEREAS, Community Action promotes community-wide solutions to challenges throughout our cities, suburbs, and rural areas; and

WHEREAS, Community Action delivers innovative services and supports that create greater opportunities for families and children to succeed; and

WHEREAS, Community Action insists on community participation and involvement ensuring that all sectors of the community have a voice and will be heard; and

WHEREAS, Community Action is celebrating 59 years of innovation, impact, and providing proven results for Americans.

NOW, THEREFORE, BE IT PROCLAIMED, that we, the Linn County Board of Supervisors, do hereby proclaim May, 2023 as: **"Community Action Month"** in recognition of the hard work and dedication of all Iowa Community Action Agencies.

Linn County Board of Supervisors

Chairperson



**Amendment No. 2
Farm Management Agreement Between
Linn County, Iowa
and
The Sustainable Iowa Land Trust (SILT)**

Amendment made on the 3rd day of May 2023, between Linn County, Iowa and The Sustainable Iowa Land Trust.

Article IV Term is amended to read:

The term of this Agreement will commence on August 5, 2020 and, unless extended by written agreements between the parties, will expire on the earlier to occur of ~~October 31, 2023~~ **June 1, 2023**, or any event stated in Section V. This Agreement may be extended as agreed to in writing by the parties, not later than 30 days preceding the applicable expiration date of this Agreement. During any extension term, all provides of this Agreement will continue to apply except as modified in any written agreement extending this term. Any reference to the terms of this Agreement will include any extension term.

WITNESS our signatures as of the day and date first above stated.

Chair, Linn County Board of Supervisors

Executive Director, Sustainable Iowa Land Trust

RECEIVED

AUG 20 2020

**Farm Management Agreement Between
Linn County, Iowa**

and

The Sustainable Iowa Land Trust (SILT)

LINN COUNTY DEPARTMENT
OF PLANNING & DEVELOPMENT

Agreement made on the 5th day of August, 2020, between Linn County, Iowa, referred to herein as **Owner**, and The Sustainable Iowa Land Trust, referred to herein as **Manager**.

Whereas, **Owner** is the owner of farm properties (*Property* or *Properties*) located at 622 Dows Road, and generally identified as Parcel A in **Exhibit A** attached to this Agreement and incorporated herein by reference; and

Whereas, **Owner** is seeking an experienced farmer or entity to develop, manage, and conduct agricultural operations as part of the Dows Farm Agri-Community, including growing food for the Dows Farm residents and greater community while providing educational activities to the larger area. Partnerships that leverage different partner strengths to help achieve success are welcome.

Whereas, the vision for the Dows Farm operation is of a financially viable, environmentally and socially responsible operation that grows healthy foods for people, and where the Dows Farm Agri-Community residents and others can participate to varying degrees in the acts of planting, growing, harvesting, eating and even celebrating food grown on the farm.

Whereas, **Owner** desires to employ **Manager** to supervise, maintain, service, manage, operate and lease to others those *Properties* under the terms and conditions of this Agreement;

Now, therefore, for and in consideration of the premises and of the mutual covenants contained in this Agreement and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Farm Properties

A. The farm properties (hereinafter referred to as *Properties*), to come under the terms of this Agreement are shown and identified in **Exhibit A**. No parcel of real property will be subject to the terms of this Agreement unless shown in **Exhibit A**. **Exhibit A** may be amended at any time during the continuance of this Agreement with the mutual consent of **Owner** and **Manager**.

B. If **Exhibit A** lists more than one *Property*, **Owner** may at any time withdraw any *Property* listed on **Exhibit A** by giving to **Manager** at least 30 days' notice in writing. The withdrawal will not affect or impair any right which has accrued to any party (including third parties) prior to the date when the withdrawal becomes effective. However, termination of this entire Agreement, as provided in **Section V**, will be distinguished from the withdrawal of individual *Properties*.

II. Duties of Manager

During the term of this Agreement, **Manager** will perform and discharge the following duties and responsibilities:

A. Agreements with others. *Owner* grants authority to *Manager* to negotiate and execute agreements with others, portions of the *Property* for farming purposes pursuant to the following terms:

1. All such agreements will be in writing and approved by *Owner*;
2. All such agreements shall include a provision the *Property* will be developed and managed by others in general accordance with the Farm Management Guidelines as contained in **Exhibit B**;
3. Any modifications, additions or deletions of an approved agreement will be subject to the prior written approval of *Owner*;
4. Except as otherwise directed by *Owner* in a particular case, all agreements will be in *Manager's* name.
5. Any fees or rents collected by *Manager* from such agreements, less attorney fees or other direct costs related to the administration of such agreements, shall be placed into a separate escrow account.

B. *Manager* will care for, manage and monitor the operation of the *Properties*, including portions under agreement with others, with *Manager's* employees or contract labor, and report to *Owner* in a timely manner any problems in connection with the *Properties*.

C. *Manager* will prepare and submit to *Owner* on or before the last day of March of each year a proposed operating plan with respect to each *Property*. An update on farm activities with respect to each *Property* is to be furnished to *Owner* not less than quarterly.

D. *Manager* will maintain regular surveillance of the *Properties* as conditions warrant, to supervise the obligations of any sub-lessee for repair and maintenance of the *Properties*.

E. *Manager* will report to *Owner*, and recommend for approval, infrastructure improvements and recommend other work on the *Property* as *Owner* and *Manager* deem necessary for the preservation, maintenance and improvement of the *Property*.

F. *Manager* will report annually to *Owner* on all income, expenses and cash transactions for the previous calendar year. In the event of the termination of this Agreement, copies of all these records kept by *Manager* will be delivered to, and will become the property of, *Owner*.

III. Compensation

A. In consideration of *Manager's* services, *Owner* will pay to *Manager* a management fee based on successful facilitation of stakeholder interests, signed agreements with nonprofit and farmer stakeholders, constructive participation in developer selection, and ongoing communications. **Exhibit C** sets out incentivized compensation schedule for deliverables by *Manager*.

B. *Manager's* fee will cover all compensation and fees to which it is entitled for services in connection with the *Properties*, unless otherwise expressly agreed in writing. Special reasonable fees may be charged for additional services as approved by *Owner*.

IV. Term

The term of this Agreement will commence on August 5, 2020 and, unless extended by written agreements between the parties, will expire on the earlier to occur of **June 30, 2021**, or any event stated in **Section V**. This Agreement may be extended as agreed to in writing by the parties, not later than **30** days preceding the applicable expiration date of this Agreement. During any extension term, all provides of this Agreement will continue to apply except as modified in any written agreement extending this term. Any reference to the terms of this Agreement will include any extension term.

V. Termination

A. *Manager* may terminate its obligations on the failure of *Owner* to pay the fees and expenses in accordance with the terms of this Agreement. *Manager* will notify *Owner*, in writing, of the alleged failure to pay and if *Owner* does not cure the failure within **30** days after receipt of the notice, *Manager* may then terminate this Agreement.

B. *Owner* may terminate this Agreement if *Manager* fails to perform its duties and its obligations in accordance with the terms of this Agreement. *Owner* will notify *Manager* in writing of the alleged failure of performance and if *Manager* does not cure the failure within **30** days after receipt of the notice, *Owner* may then terminate this Agreement.

C. This Agreement, except for the respective indemnifications of the parties contained in **Section VIII-H**, will automatically terminate on the occurrence of any of the following:

1. The filing of a voluntary bankruptcy petition by or with the consent of either party or the filing of any involuntary bankruptcy petition against either party that is not dismissed within **60** days;
2. The dissolution or liquidation of either party;
3. With respect to any *Property*, on the sale of all or substantially all of that *Property*;
4. *Manager's* merger or consolidation with, or sale of substantially all its assets to a nonaffiliated third party, but only if *Owner* does not elect to continue this Agreement in effect by notifying *Manager* in writing;

D. On termination of this Agreement, *Owner* will pay to *Manager* all amounts due and owing for services rendered under this Agreement prior to the date of termination, and both parties will be discharged from any further obligation to each other except as expressly provided for. On termination of this Agreement for any reason or withdrawal of any *Property*, *Manager* will deliver to *Owner* the following with respect to each *Property* or with respect to the *Property* withdrawn, as the case may be:

1. A final accounting, reflecting the balance of income and expenses on each *Property* as of the date of termination or withdrawal to be delivered within **60** days after termination or withdrawal;
2. All records, contracts, agreements, leases, receipts for deposits, unpaid bills and

other papers or documents which pertain to each *Property* to be delivered immediately on termination or withdrawal.

VI. Insurance and Indemnification

A. The *Manager* shall carry minimum insurance limits and coverages as follows: (a) Worker's Compensation Insurance and Employer's Liability as required by State and Federal law; (b) Farmers Comprehensive General Liability and/or umbrella liability coverage with respect to the *Manager's* use and occupancy of the premises, products and completed operations with bodily injury and property damage liability limits of not less than \$1,000,000 per occurrence, \$1,000,000 annual aggregate. As evidence to the above, *Manager* shall submit to *Owner* certificates of insurance on an annual basis or within 30 days of the date of this lease agreement.

B. **Insurance by Owner.** Linn County is self-insured with regards to any and all general liability claims, crime, and all automobile liability claims, including comprehensive and collision. This self-insured status is not the result of specific action by the Board of Supervisors, but results from Iowa law, which provides that political subdivisions are subject to liability for their torts and those of their officers and employees when acting within the scope of their duties (Iowa Code Chapter 670). Should a judgment creditor elect not to issue execution against a municipal corporation, a tax must be levied as early as practicable to pay the judgment (Iowa Code §§626.24, 670.10, and 627.18).

With regards to employee bonding, Linn County carries a Commercial Crime Policy issued by Travelers Insurance Company through the Accel Group., 3100 Oakland Road N.E., Cedar Rapids, Iowa 52406. The current policy is effective from December 31, 2019 until December 31, 2021. Commercial Property Insurance is issued by CHUBB and is also carried through the Accel Group. These policies are reviewed on an annual basis. Current limits serve as primary coverage. Secondary coverage would be secured through our self-insurance.

Linn County is self-insured with regards to worker's compensation and that status has been approved through the office of the Iowa Workers' Compensation Commissioner.

VII. Mediation

Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the *Manager's* services, the *Manager* may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

The *Owner* and *Manager* may endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event,

mediation may proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the *Property* is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through mediation pursuant to this Section, the method of binding dispute resolution shall be the following: *The Owner and Manager agree the dispute will be resolved in the Iowa District Court in and for Linn County.*

VIII. Miscellaneous

A. All notices required or permitted under this Agreement will be in writing and will be effective at the earlier of the time when actually received by the party receiving the notice, regardless of the method of delivery, or five business days after the time the notice is deposited in the United States mail, by first-class mail, registered or certified, in an envelope properly stamped and addressed to the parties at the following addresses:

Owner: Chair, Linn County Board of Supervisors, 935 2nd St. SW, Cedar Rapids, IA 52404

Manager: Executive Director, Sustainable Iowa Land Trust, 101 W. Main Street, West Branch, IA 52358.

In the event the last day for giving any notice falls on a Sunday or a legal holiday, the last day will be the next business day which is not a legal holiday.

B. *Owner* has advised of any known existing environment or hazardous waste issues regarding the farm.

C. This Agreement will be governed by the law of the State of Iowa.

D. This Agreement will be binding on the parties and their successors and permitted assigns. *Manager* may not assign this Agreement or any part of it to any party without the express written consent of *Owner*. In the event of any permitted assignment, *Manager* will remain primarily liable under it.

E. This Agreement contains the entire agreement of the parties and may not be changed orally, but only by a writing signed by both parties.

F. Should any claims, demands, actions or other legal proceedings be made or instituted by any person against *Owner* which arise out of any of the matters relating to this Agreement, *Manager* will give *Owner* all pertinent information and reasonable assistance in the defense or other disposition under this Agreement. Should any claims, demands, actions or other legal

proceedings be made or instituted by any person against *Manager* which arise out of any of the matters relating to this Agreement, *Owner* will give *Manager* all pertinent information and reasonable assistance in the defense or other disposition under this Agreement.

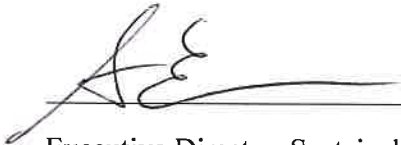
G. *Owner's* consents and approvals may be given only by representatives by *Owner* from time to time designated in writing by the Chair of the Board of Supervisors located at the address in or pursuant to **Section VIII.-A**. All consents and approvals will also be in writing.

H. *Manager* agrees to defend, indemnify and hold *Owner* harmless from any lawsuits, loss, damage, liability, judgment, settlement, cost or expense (including attorney's fees) that *Owner* may suffer as a result of any claim or action alleging or claiming that *Manager* is not properly licensed or qualified to supervise, manage, service, maintain, operate and lease the *Properties* or otherwise perform its duties and obligations under this Agreement. *Owner* agrees to defend, indemnify and hold *Manager* harmless from any lawsuits, loss, damage, liability, judgment, settlement, cost or expense (including attorney's fees) that *Manager* may suffer as a result of any claim or action alleging or claiming negligence or intentional acts on the part of *Owner's* performance of its duties and obligations under this Agreement.

WITNESS our signatures as of the day and date first above stated.



Chair, Linn County Board of Supervisors



Executive Director, Sustainable Iowa Land Trust

Exhibit A. Farm Properties

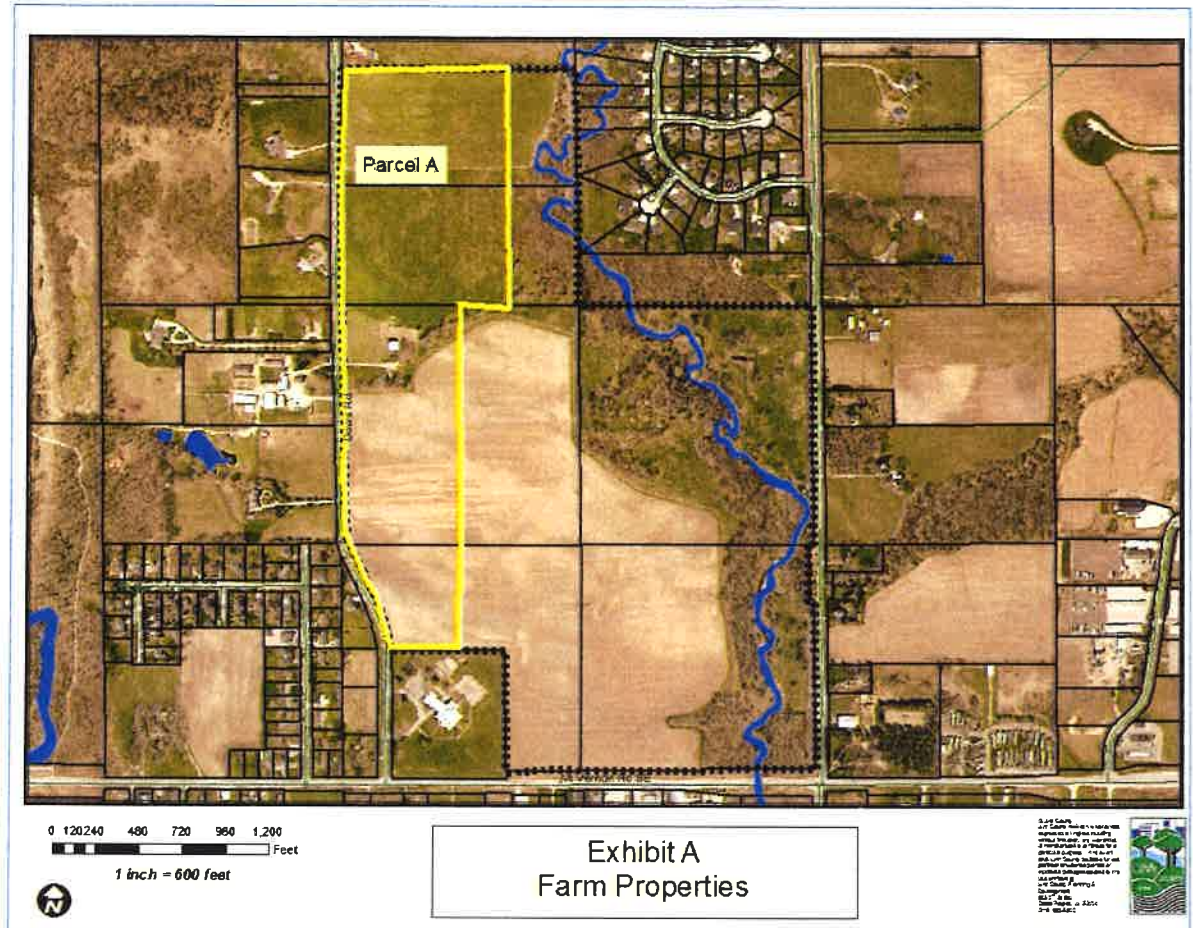


Exhibit B. Farm Management Guidelines

Dows Farm follows these general land use and management guidelines to improve the overall quality of the farm by building soil, managing water, reducing weed pressure, controlling pests and being a good neighbor to the residents of Dows Farm Agri-Community. These include:

Certified Naturally Grown Practices

All farm management practices will work within the standards set by the Certified Naturally Grown program). These standards are applicable for produce, apiary, livestock, aquaponics and mushroom enterprises.

Integrated Pest Management (IPM)

At Dows Farm, an integrated pest management plan guides the use of all pesticides. IPM is a series of evaluations, decisions, and controls used in conjunction to suppress or eliminate pest problems. IPM is based on the premise that least-impactful pest management solutions (e.g., identification, monitoring, physical barriers) should be used before broader, more impactful approaches (biological or chemical controls). In accordance with IPM strategies, even OMRI-listed pesticides should be a last resort. As part of an IPM plan, Dows Farm maintains and installs beneficial insect habitat along field borders and in the interior of crop fields and pastures.

Soil Fertility

Dows Farm will maintain a soil pH between 6 and 7.5 unless a specific crop requires more acidic soil conditions. It will be the responsibility of the farm operator to maintain a satisfactory pH and to apply any needed nutrients. Since synthetic fertilizers are not allowed (see *Certified Natural Grown*), the farm operator should consider various plant- and animal-based amendments. Compost is great for improving soil structure, adding organic matter, and infusing microbial activity. The farm operator will maintain or improve soil organic matter. This can be done by adding compost, reducing or eliminating tillage, applying mulches, and growing green manures.

Cover Crops

The use of cover crops is the primary tool for protecting soil, suppressing weeds, and adding organic matter at Dows Farm. Except in areas of active production, the farm operator will seed a fall cover crop of legumes and cereal grains to maintain active growing roots in the soil during the winter.

Crop Rotations and Blocking

Dows Farm follows two general considerations of rotations: fertility and pest. Basic fertility rotations involve not growing plants with similar edible parts (leaf, root, flower, and fruit) in the same place for consecutive years. Pest rotations consist of avoiding successions of plants within the same genus family. The farm operator will maintain a consistent rotation plan to main health of all crop fields.

Weeds and Management Strategies

Preventing weeds from reseeding and regenerating is essential to Dows Farm management. Acceptable means of controlling weeds are as follows: mulching, mowing, hoeing, cultivating and torching with flame weeders.

Water Usage and Irrigation

At Dows Farm, well water and municipal water are managed for the use of livestock watering and crop irrigation. The farm operator will maintain and protect from contamination a series of wells and a network of piping.

Structures

At Dows Farm, a series of permanent and temporary structures serve as necessary infrastructure for the farm's enterprises. This includes, but is not limited to, greenhouses, sheds, shade structures and temporary crop protection structures called caterpillar tunnels.

Compost and Manure

Dows Farm manages its own compost system for recycling nutrients from livestock manure and crop debris. The farm operator will maintain an on-site composting area at the north edge of the property. This area is only used to compost livestock manure and crop debris that cannot be composted in the field. The composting area is maintained in a way to curb all leachate or runoff from leaving the property. The farm operator will maintain a deep bedding system in the livestock barns during winter in order to compost bedding and livestock manure in place.

Dows Farm adheres to proper compost and manure application practices. Composted manure and crop residue may not be applied between December 1st and March 1st. It is acceptable to apply organic mulches, which may include partially composted materials (not including manures), at any time.

Livestock

At Dows Farm, several types of livestock are part of the farm. These livestock may include cattle, chickens, turkeys and sheep. These livestock are managed following Certified Naturally Grown standards. These include strong standards for living conditions and access to pasture. At Dows Farm, pasture paddocks provide the necessary forage for the livestock during the growing season. The paddocks are managed under a strict rotational grazing system that follows a USDA Natural Resource Conservation Services pasture management plan and many of the best practices documented by organizations such as the Wallace Center at Winrock International. All grain fed to livestock at Dows Farm follows Certified Naturally Grown standards. The farm operator will maintain a series of permanent perimeter fences and interior temporary electric fences between paddocks. A system of underground piping and a well provide livestock water in each paddock.

Farm Operations Concept Plan

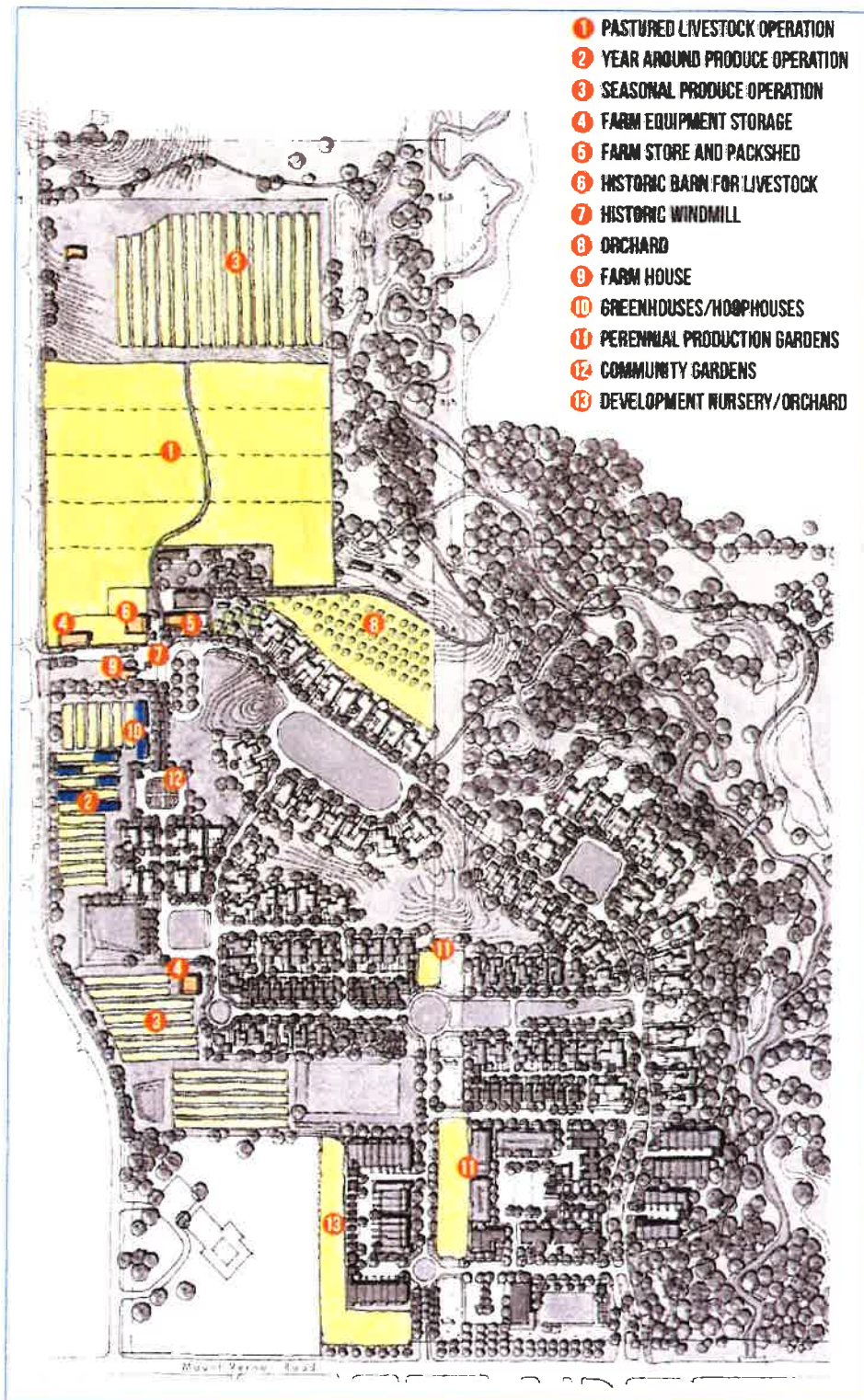


Exhibit C. Compensation Schedule

Task	Timeline	Estimated Hours @ \$30/hr.*	Compensation for Task
Organize gathering of stakeholders in farm and determine interests and responsibilities	By Aug. 31, 2020	10	\$300
Negotiate agreements with stakeholders (assuming 3 or fewer)	By Sept. 30, 2020	20 plus Legal Review	\$600 + legal review
Participate in developer selection process	By Dec. 31, 2020	20	\$600
Prepare farm listing/description for promotion	By Sept. 30, 2020	20	\$600
Develop marketing plan	Sept. 30	15	\$450
Post opportunity	Oct. 15	10	\$300
Process applications	Dec. 1, 2020	3 hrs per app	
Farmer Committee vetting and selection of applicants – for 2021 season	Target: December 2020	40	\$1,200
Negotiate lease – for 2021 season	Target: Jan. 30, 2021	20	\$600
Participate in discussions over infrastructure improvement to assure it is first and foremost functional for farmer and agricultural use.	June 2021	30	\$900
Manage ongoing relationship with stakeholders.	Monthly	6 hrs/mo.	\$180/month (\$2,160/yr.)
Manage ongoing relationship with developer.	Monthly	5 hrs/mo.	\$150/month (\$1,800/yr.)
Process applications – 2022 Season if necessary	Dec. 2021	3 hrs per app	
Farmer Committee vetting of applicants – for 2022 season	Target: December 2021	40	\$1,200
Choose farmer and negotiate lease – for 2022 season	Target: Jan. 2022	20	\$600
Quarterly Reports to Linn County	Dec. 31, 2020 March 31, 2021 June 30, 2021 Sept. 30, 2021	3 hrs ea.	\$360
Total compensation amount not to exceed			\$12,000

Amendment No. 1
Farm Management Agreement Between
Linn County, Iowa
and
The Sustainable Iowa Land Trust (SILT)

Amendment made on the 28th day of October 2020, between Linn County, Iowa and The Sustainable Iowa Land Trust.

Article III Compensation is amended by adding new Section **A.1** as follows:

1. **Exhibit C. Compensation Schedule** shall be updated annually. Total annual compensation shall not exceed \$12,000 unless as provided in **Section III B.**

Article IV Term is amended to read:

The term of this Agreement will commence on August 5, 2020 and, unless extended by written agreements between the parties, will expire on the earlier to occur of ~~June 30, 2021~~ **October 31, 2023**, or any event stated in **Section V.** This Agreement may be extended as agreed to in writing by the parties, not later than **30** days preceding the applicable expiration date of this Agreement. During any extension term, all provides of this Agreement will continue to apply except as modified in any written agreement extending this term. Any reference to the terms of this Agreement will include any extension term.

WITNESS our signatures as of the day and date first above stated.



Chair, Linn County Board of Supervisors

Executive Director, Sustainable Iowa Land Trust



BOARD OF SUPERVISORS LINN COUNTY, IOWA

Title: Video Surveillance		Policy Number: OP-020	
Responsible Department: Board of Supervisors Administration			
Revision No: 02	Revision Date: 05/03/23	Policy Effective Date: 05/03/23	Expiration Date: Until repealed
Initial Approval Date: 10/17/2012 BOS Minutes: 10/17/2012, 09/07/2021, 09/08/2021, 05/01/2023, 05/03/2023		Distribution: Elected Officials, Department Heads, Employee Handbook, Intranet	

I. PURPOSE & OBJECTIVES

The purpose of this policy is to establish procedures, for the use of video surveillance devices, that balance the security, safety, and other benefits derived from the use of video surveillance with the privacy rights of the individual and to establish procedures and protocols for the installation and operation of video surveillance devices, and the management of information recorded by video surveillance devices.

II. SCOPE

This policy applies in and on all County ("County") buildings and grounds, and applies to all types of video surveillance systems, surveillance monitors, and camera recording devices that the County uses for surveillance purposes.

III. EXCEPTIONS

- Any surveillance system operated by the Linn County Sheriff for law enforcement purposes including, but not limited to, systems used in correctional and detention facilities, and systems used for the purpose of courthouse or courtroom security
- Any surveillance system installed in or on a motor vehicle
- The use of video equipment for the recording of public meetings or other public events held in or on Linn County buildings and grounds.

IV. DEFINITIONS

Closed-Circuit Television (CCTV): A television system that monitors signals primarily for surveillance and security purposes but does not distribute the signals publicly.

Digital Video Recorder/Network Video Recorder (DVR/NVR): An electronic device that records video from video cameras in a digital format to a disc drive, universal serial bus (USB) drive, secure digital (SD) card, solid state drive (SSD), or other local or networked mass storage device that records video footage for distribution over an internet protocol (IP) network or for digitized storage on a video surveillance storage system.

Video Surveillance: A digital or analog closed-circuit television (CCTV) system that uses video cameras to help deter crime and to protect people and property.

Video Surveillance Device: A camera and a digital video recorder or network video recorder (DVR/NVR) or server storage system.

Video Surveillance System: An appliance or appliances that enable embedded image capture capabilities that allow the compression, storage, or transmission (play back) of video images or extracted information over a communication network or digital link to a surveillance monitor or recorded (stored) to a digital video disc (DVD).

V. PROVISIONS

A. Installation, Repair, and Maintenance

1. An individual department that proposes to install, modify, or expand an existing video surveillance system, or any component thereof, must submit a Video Surveillance Work Request Form (Appendix A) to the Board of Supervisors ("Board") signed by the department head or elected official who manages the department. The Request Form must include the following information:
 - a. A justification for the use of a video surveillance system based on specific security, safety, or other concerns.
 - b. A description of other measures of deterrence or detection considered and rejected as ineffective.
 - c. The proposed hours of operation, and a justification for the necessity of the proposed hours of operation.
 - d. A detailed description of the space(s) the department proposes to monitor with the video surveillance system. The IT and/or Facilities Department shall install the video surveillance system to monitor only those spaces identified on the Video Surveillance Work Request Form and approved by the Board.
 - e. Identification of the funding source(s) for the purchase and ongoing maintenance of the equipment.
 - f. Identification of the person(s) and/or position(s) that the department wishes to have access to the information recorded by the video surveillance system.
 - g. An assessment of the effects of the proposed video surveillance system.

2. The Board is solely responsible for reviewing a request and for approving or denying all or any part of the request. The Board may, at its sole discretion, request input from any department or individual it deems necessary prior to approving or denying the request.
3. If the Board approves a request, the Information Technology Department (IT) and the Facilities Department shall jointly oversee the design specifications, procurement, and installation of the video surveillance system, including cabling, mounts, and power with the assistance of any department or individual deemed necessary by the IT Department or Facilities Department. The installation is subject to applicable state and federal laws and shall adhere to the following criteria as closely as possible:
 - a. During the installation of, or repair or maintenance to an approved video surveillance system, the IT Department and Facilities Department shall have access to the live or recorded video from such system.
 - b. The ability of authorized personnel to adjust video surveillance devices shall be restricted so that unauthorized personnel cannot adjust or manipulate video surveillance devices to overlook spaces not approved for monitoring by the video surveillance devices.
 - c. Video surveillance devices shall never monitor areas where the public and employees have an expectation of privacy including, but not limited to, restrooms or locker rooms, and individual offices for which the Board has not authorized a video surveillance system in accordance with this policy.
 - d. Reception and/or recording equipment shall be in a controlled access area. Only authorized personnel shall have access to the controlled access area and/or the reception and recording equipment.
 - e. Authorized personnel should make every reasonable attempt to ensure video monitors that are part of a video surveillance system are not in a position that enables the public and/or unauthorized personnel to view the monitors.
 - f. Video surveillance systems shall not record sound unless the Board approves such a request. The Board may, at its sole discretion, approve the recording of sound on a case-by-case basis. If a department wishes to record sound, it must include the request on the Video Surveillance Work Request Form.
 - g. Upon installation of a video surveillance system, the County shall post signs visible to the public and employees at all entrances to the building or at the perimeter of the grounds where video surveillance devices are present.
4. Video surveillance systems installed in or on Linn County buildings and grounds shall use software approved by the IT Director for such purposes.

5. The Information Technology Department is responsible for maintenance of video surveillance systems, upgrades to software associated with video surveillance systems, and maintaining adequate server storage space to record and retain information as required by Section V.B.10 of this policy.
6. The Facilities Department is responsible for video surveillance camera repairs, modifications, upgrades, and for adding additional video surveillance cameras.

B. Management of Recorded Information

1. Information obtained from recorded information on video surveillance systems may be used for any lawful purpose.
2. County employees will have access to information recorded on video surveillance systems only in accordance with this policy.
3. Unless otherwise given approval by the Board pursuant to a Video Surveillance Access Request Form (Appendix B), authorized personnel may review the live or recorded information only in response to a confirmed or suspected incident, and only authorized personnel, as listed in this policy, will have access to the information.
4. Only the individuals listed below may view recorded information.
 - a. For video surveillance systems approved for individual departments:
 - i. The elected official or department head who manages the department in which the system is located.
 - ii. The individual person(s) or position(s) approved by the Board to have access to recorded information pursuant to Section V.A.1.f of this policy.
 - iii. The Risk Manager
 - iv. The County Sheriff or the Sheriff's designee where a review of recorded information by the Risk Manager indicates confirmed or suspected unlawful activity.
 - v. The County Attorney or the Attorney's designee pursuant to Section V.B.6 of this policy
 - vi. The Facilities Manager and Assistant Facilities Managers
 - vii. The IT Director
 - b. For video surveillance systems approved for common areas, grounds, and other locations not specific to one department:
 - i. The Risk Manager

- ii. The County Sheriff or the Sheriff's designee where a review of recorded information by the Risk Manager indicates confirmed or suspected unlawful activity
 - iii. The County Attorney or Attorney's designee pursuant to Section V.B.6 of this policy
 - iv. The Facilities Manager and Assistant Facilities Managers
 - v. The IT Director
 - vi. The County Auditor or Auditor's designee for video surveillance systems installed at the Linn County Public Service Center to monitor ballot drop boxes
- 5. Law enforcement officials may have access to recorded information pursuant to a subpoena, court order, or when otherwise required by law.
- 6. The County Attorney or the Attorney's designee will review all requests to release information recorded on security cameras in or on County property to individuals not authorized by this policy, or by the Board, to view recorded information and shall have access to review the recorded information to consider such requests.
- 7. County personnel shall not use or disseminate information from security cameras except for official purposes.
- 8. The Risk Manager shall keep a log of all instances of access to and use of recorded information by individuals not authorized by this policy or by the Board to view recorded information.
- 9. No person shall attempt to alter or delete any part of any recorded information.
- 10. The County will retain recorded information for at least 30 days, or as storage capacity is available, except that the County Auditor's Office will retain recorded information from video surveillance cameras installed to monitor ballot drop boxes at the Linn County Public Service Center on secure storage managed by the Auditor's Office. The County Auditor's Office will retain recorded information related to non-federal elections for six (6) months, and recorded information related to federal elections for twenty-two (22) months. As the video surveillance systems records new information, it deletes the oldest recorded information automatically.
- 11. The Board must approve any deviation from this policy.

VI. ENFORCEMENT

- A. The Board of Supervisors may direct the removal of any video surveillance device, or any component thereof, installed, modified, or expanded without Board approval as established in the policy.
- B. Departments must contact the Human Resources Department when considering disciplinary action to ensure compliance with collective bargaining agreements and Linn County policies, to protect employee rights related to compensation, and to maintain reasonable employee relations.

Appendix A

VIDEO SURVEILLANCE WORK REQUEST FORM

Department:
Request for: ☐ INSTALLATION ☐ MODIFICATION ☐ EXPANSION ☐ REPAIR
Project Description:
Project Justification/Expected Results:
Description of other Deterrence or Detection Measures Considered:
Proposed Hours of Operation and Justification:
Detailed Description of the Space Proposed to Monitor:
Identification of Funding Source for Procurement and Installation:
Identification of Funding Source for Maintenance, Upgrade, and Repair:
Identification of Person(s) or Positions(s) Proposed to Have Access to System:

Elected Official or Department Head Signature

Date

Board of Supervisors Action:

Board Signature

Date

Appendix B**VIDEO SURVEILLANCE ACCESS REQUEST FORM**

Department:
Requested Recorded Video – Date, Time Frame, and Camera Location(s):
Justification/Expected Results:
Detailed Description, Including Camera Location, of the Space Proposed to Monitor by Live Video:
Justification/Expected Results:
Identification of Person(s) or Positions(s) Proposed to Have Access to Recorded or Live Video:

Elected Official or Department Head Signature

Date

Board of Supervisors Action:

Board Signature

Date