

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

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Monday, May 16, 2022

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 a proposed Fiscal Year 2023 Transit Purchase of Service Contract between East Central Iowa Council of Governments (ECICOG) and Linn County to provide public transit

Discuss and decide on funding requests for Linn County's Mental Health/Disability Services Fund Balance Dollars.

Discuss Wellmark Blue Cross Blue Shield Insurance FY23 Renewal effective July 1, 2022

Discuss Delta Dental Insurance FY23 Renewal effective July 1, 2022

Discuss Health Solutions Wellness Rewards FY23 Renewal effective July 1, 2022

Discuss Resolution establishing a rate of compensation for the Precinct Election Officials

Discuss Chair signing a letter of intent committing the Linn County Board of Supervisors to fund Foundation 2's total request of \$2.32 million for the purchase and renovation of a building as outlined in their round one American Rescue Plan Act (ARPA) application.

Discuss \$2,724.37 claim to buyout farm lease for 8.4 acres of tillable land acquired by the County for District 1 Road shop and termination of farm of lease.

Discuss budget allocation of \$40,000 to the Cedar Rapids Metro Economic Alliance and \$10,000 to the Marion Economic Development Corporation (MEDCO) from FY'23 approved \$50,000 budget line-item for economic development group membership/investments.

Discuss a Consulting and Advisory Services Agreement between Linn County and collectively L&L Murphy, Associates and Grant Consulting LLC for consulting and lobbying services

Discuss and decide on a Resolution to Provide for a Notice of Public Hearing on the Proposed Plans, Specifications, Form of Contract, and Estimated Total Cost for the Linn County Correctional Center Video Visitation Remodel Project, and for the Taking of Bids on Said Project.

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.

***ECICOG - Linn County Transportation
FY 2023 Transit Purchase of Service Contract***

Whereas, this contract is between the contractor, East Central Iowa Council of Governments, hereinafter referred to as ECICOG, and the subcontractor, Linn County Transportation, hereinafter referred to as LIFTS; and

Whereas, ECICOG, as CorridorRides, has been officially designated as the regional transit system for Iowa Transit Region 10 pursuant to Section 324A.1 of the Code of Iowa; and

Whereas, LIFTS is a provider of passenger transit services and has the desire and capability to provide public transit services on behalf of the regional transit system within Linn County, Iowa;

Now, therefore, the parties do hereby mutually agree as follows:

A. Purpose and Timeframe

1. The purpose of this contract is to arrange for public transit service to the residents of Linn County on behalf of the designated regional public transit system (CorridorRides), and establish procedures through which ECICOG can provide federal and state operating assistance to LIFTS for such service, ensure LIFTS's compliance with state, federal, and regional transit regulations (see *CorridorRides Handbook*), and provide a method for LIFTS to report service achievements to ECICOG.
2. The contract period shall begin on July 1, 2022 and continue through June 30, 2023. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties.
3. The service covered under this contract shall fully conform to the rules and regulations promulgated by the Iowa Department of Transportation (IDOT) and the Federal Transit Administration (FTA).

B. Description of Service

1. All transit services funded under this contract will be provided as demand responsive by LIFTS and open to all members of the general public at all times on an equal basis.
2. Minimum service requirements have been established by ECICOG and are generally as follows:
 - Operate Monday-Friday, 7 AM-5 PM.
 - Demand responsive (no fixed stops or times)
 - Open to the public (not limited to specific populations).
 - Minimum 24-hour advance reservation. (unless otherwise approved under additional services, see section B.7).
 - Maximum 7-day advance reservations.

- No standing reservations (with the exception of shuttles and contract service).
- Contract is for service in home county.

3. A reasonable fare will be established by LIFTS. Reduced fares or suggested donations may be offered to clients, but fares required by any member of the general public shall fairly reflect the benefits of state and federal transit subsidies.

4. LIFTS shall provide information regarding the availability of service to the general public including subscribe routes, times of service, fares, and reservation policies and procedures.

5. Additional passenger transit services may be provided on an incidental basis, but these incidental services may not be subsidized with state or federal transit operating assistance funds. Incidental service is non-public transit service offered during times when a vehicle is not needed for public transit services and includes meal delivery and restricted client (not-open-to-the-public) transit. It may also include charter service to other groups provided such groups are eligible under FTA charter rules. Incidental services shall adhere to the following:

- Such incidental services shall not exceed 20% of the total usage of any vehicle provided by ECICOG.
- Incidental service shall not interfere with or take priority over LIFTS general public service.
- LIFTS must also report separately to ECICOG the times of service, miles, hours, ridership, revenues, and expenses for incidental service.

6. Service can be provided to the general public with third-party contracts for elderly, disabled, and human service agencies. Service under these contracts will remain open to the general public but may be targeted toward serving these agency clients. The level of service shall include any combination of demand-response, subscription, and/or deviated route service and shall be similar to that as outlined in 'B2'.

7. Recognizing that public transit services may need to be provided outside of the home county, or outside of the established dates and times outlined in B.2 above, a process for accommodating exceptions has been established. Such trips must prove beneficial to the regional transit system. This process is as follows:

Written Proposal shall be submitted to ECICOG on the "Request for Additional Contracted Services" form (Appendix A):

- A. Description of proposed service.
- B. Description of funding sources and operating budget for proposed service.
- C. Timeline for implementation and delivery of service.
- D. Description of public input opportunities.
- E. Discussion of how basic services will be impacted.
- F. Signature of authorized signatory for provider.

Implementation:

- A. Staff review and comment.
 - B. Review by TOG with recommendation (meets quarterly).
 - C. Reviewed by Board with formal approval.
8. Additional subcontracting of capital and/or operations is not allowed under this contract.
9. Public allowed to schedule rides by utilizing LIFTS scheduling/dispatch service.
10. Service may be provided for regionally beneficial trips outside of the home county, but within the six-county ECICOG region, for trips with a medical purpose including, but not limited to, MCO Transportation brokers.
11. Service may be provided for emergency preparedness and disaster response as referenced in Chapter 15 of the *Iowa Transit Manager's Handbook*.

C. Vehicle Responsibilities

1. Vehicles for the provision of services described in this contract shall be supplied by ECICOG to LIFTS. ECICOG will lease equipment to LIFTS through a purchase of service contract that is updated annually. A transit equipment user agreement and a listing of the leased vehicles and other leased equipment are found in Appendix B and Appendix C.
2. Vehicles supplied by ECICOG shall be subject to rotation with other vehicles in ECICOG's regional fleet in order to maintain the federally prescribed minimum annual utilization of 10,000 miles for each vehicle in the fleet that has an odometer reading of less than 100,000 miles. ECICOG will monitor the annual mileage and assist LIFTS with this rotation to help assure that the required mileage is obtained.
3. LIFTS shall assure that the transit equipment, both owned by LIFTS or leased by ECICOG, is maintained in a safe and clean mechanical condition and in compliance with federal, state, and local vehicle safety laws and ordinances. The cost of all vehicle maintenance, repairs, and operations shall be the responsibility of LIFTS. All repairs will be made promptly.
4. ECICOG is responsible for obtaining the necessary vehicle title registrations and annual license registration renewals.
5. LIFTS shall insure all services funded under this contract and all uses made of vehicles provided by ECICOG with the following minimum coverage:
- Commercial Liability - \$1,000,000
 - Uninsured and Underinsured Motorist - \$1,000,000
- LIFTS shall list ECICOG as an additional insured on vehicle insurance policies. LIFTS shall provide ECICOG with a certificate of insurance or other document that ensures this coverage is in effect. Such insurance shall not be canceled without at least 30 days written notice to ECICOG.

6. All vehicles provided by ECICOG or owned by the LIFTS and providing public transit service shall conform to Federal/State established, and ECICOG's subsequent, vehicle signage policy.

D. Operations Responsibilities

1. Drivers for all transit services provided under this contract shall be employed by LIFTS. LIFTS shall employ sufficient personnel to implement service and to obtain the services of back-up personnel to assure continuous service. All drivers shall be required to have a valid chauffeurs or commercial driver's license applicable to the type of vehicles which they are responsible for operating and as required by state and federal laws. All drivers will also comply with FTA Drug and Alcohol program testing requirements and no driver can operate a vehicle unless they have passed a pre-employment drug test and are part of a random test pool.

2. Scheduling and dispatching shall be provided by LIFTS.

3. Training of operational personnel, both paid and volunteer, shall be provided by LIFTS and shall be assisted by ECICOG if requested by LIFTS. LIFTS shall require the same entry level/basic training for its volunteers as is required of its paid employees.

4. Dissemination of information about transit services provided under this contract shall be the responsibility of LIFTS.

5. LIFTS shall assume full responsibility for the operation of vehicles, both owned by LIFTS or leased by ECICOG. LIFTS shall implement methods to address requests for service, identify fare categories by rider, make necessary variances to schedules or routes, and provide complete information about the availability of service to the general public.

6. LIFTS shall be responsible for vehicle/driver backup and recourse if service cannot be provided in accordance with this contract. Recourse can include but is not limited to loss of federal and state operating assistance, loss of regional vehicle use, or back payment of any operating assistance that may have been provided for the specific service. The ECICOG Board of Directors shall determine this recourse.

E. Other LIFTS Responsibilities

1. LIFTS shall serve as an independent subcontractor of ECICOG.

2. LIFTS shall maintain accounting and records for all services rendered and shall assure that all persons handling project funds, including passenger revenues, are bonded to levels appropriate for the amount of funds handled.

3. LIFTS shall be included in a county audit or secure an annual independent audit of its transit program including services provided under this contract. A copy of the audit shall be provided to ECICOG.

4. LIFTS shall permit inspection of its vehicles, services, books, and records by ECICOG or agencies providing funding to ECICOG upon the request of ECICOG.

5. LIFTS shall accept all risk and indemnity and hold ECICOG and the IDOT harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney and witness fees relating to loss or damage to property

or to injury or death of any person arising out of the acts or omissions of LIFTS or its employers or agents.

6. LIFTS shall comply with all applicable state and federal laws and/or administrative rules including but not limited to the FTA charter rule, equal employment opportunity, affirmative action, traffic control, nondiscrimination, motor vehicle equipment, confidentiality, freedom of information, and FTA/IDOT requirements for drug and alcohol testing. The cost for implementing these laws/rules shall be the responsibility of LIFTS.

7. LIFTS shall participate on the ECICOG Transit Operators Group and shall supply such information as is necessary for the preparation of the annual Region 10 Transportation Improvement Program, Consolidated Transit Application, the Passenger Transportation Development Plan, the Long Range Transportation Plan, and any other document ECICOG/IDOT requires or prepares.

8. LIFTS shall coordinate with other transit providers and pursue agreements and service contracts with other agencies that provide or need to purchase transportation. ECICOG shall prepare all contracts and all contracts shall be approved by ECICOG and IDOT.

9. LIFTS shall submit in writing the estimated annual level of service for the upcoming contractual year. This shall include total ridership and revenue hours. LIFTS shall also provide the estimated budget for providing this service.

10. LIFTS estimated fully allocated costs for service are as follows:

FY23 Estimated operating budget: \$2,230,265

FY23 Estimated revenue hours: 22,200

FY23 Estimated overall cost per revenue hour: \$100.46

<u>Service</u>	<u>est. Revenue hours</u>	<u>allocated cost of service</u>
County	9,800	\$984,531
City	12,400	\$1,245,733

11. LIFTS shall also agree to participate in the regional ITS program as developed by the ECICOG Board. Participation shall include:

- provision of Routematch service data for use in regional data reports;
- attendance at user meetings as applicable;
- documentation of operational and/or administrative back up procedures;
- provision of other information and cooperation that may be necessary to assess the benefits, costs or implementation requirements of the regional ITS program.
- Participation and financial obligation for utilizing Routematch service, including maintenance and support as part of region-wide agreement

F. Other ECICOG Responsibilities

1. ECICOG shall provide regional operating subsidies to LIFTS for public transit services under the terms identified in this contract. These include but are not limited to STA, 5310, 5311, and local participation.

2. ECICOG shall, based on information supplied by LIFTS, other subcontractors, and its own records, prepare all required reports to the IDOT.
3. ECICOG shall assist LIFTS as necessary in the design and scheduling of transit services to meet the needs of the service area.
4. ECICOG shall accept all risk and indemnity and hold LIFTS harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney and witness fees relating to loss or damage to property or to injury or death of any person arising out of the acts or omissions of ECICOG or its employers or agents.

G. Compensation

1. Based upon the projected revenues that ECICOG will receive from the IDOT contracts and contingent upon ECICOG's receipt of such funds, operating assistance to providers shall be assessed exactly like IDOT's distribution formula to the regional transit systems. (See Appendix D for a complete explanation of the distribution formula). For Fiscal year 2023, estimated regional FTA assistance is \$841,018 and STA is \$578,768. Actual subsidies to LIFTS will be dependent on FY22 year-end operating statistics.
2. Subsidy payments for public transit services under this contract shall be on a quarterly basis.
3. All passenger revenues shall be applied to the costs of transit services prior to application of regional operating assistance and shall be considered to have expanded the level of services compared to what would be available without such resources.
4. It shall be the responsibility of LIFTS to address shortfalls of anticipated funding from any source or if the actual level of fully allocated costs of service increase above estimated levels. ECICOG encourages the establishment of budget reserves to protect against possible revenue shortfalls or service cost increases.
5. ECICOG reserves the discretion to adjust operating assistance distributions when deemed appropriate by ECICOG due to extraordinary or extenuating circumstances.

H. Reporting

1. Within 30 days after the end of each month, LIFTS shall provide ECICOG with a monthly financial report for services rendered in the previous month including a report of program revenues and program expenses.
2. Within 30 days after the end of each fiscal quarter (October 1, January 1, April 1, August 1), LIFTS shall furnish ECICOG with information concerning LIFTS transit service provided during the preceding quarter. The statistical information will be reported to ECICOG on forms provided by ECICOG or in a format approved by ECICOG. LIFTS shall provide the following reports:
 - Quarterly Statistical Reports-(Fully allocated costs for services, trips, miles, hours, etc.)
 - Quarterly Vehicle Odometer Readings
 - Quarterly Fuel Tax Reports

- Disadvantaged Business Enterprise Contracting Opportunities
- Other reports as required by the IDOT or ECICOG contracts

Note: All reports shall be reviewed and approved by Transit Manager/Director before submittal.

Note: Failure to provide such information on a timely basis may delay subsidy payments as described in section 'G1'.

3. The following items shall be reported by LIFTS to ECICOG on an on-going basis:
 - Accidents involving vehicles owned by ECICOG
 - Cancellations or significant delays/changes in services provided under this contract
 - Emergency use of subcontractors to avoid service interruptions.
4. On an annual basis, LIFTS shall submit to ECICOG, a copy of an approved budget.

I. Operational Review Report

1. Within 60 days of the end of this agreement, ECICOG shall perform an operational review and report of the LIFTS program to ensure compliance with the terms of this agreement.
2. LIFTS will have 60 days following the issuance of said report to remedy any identified operational deficiencies, and shall document to ECICOG's satisfaction all remedial actions taken.
3. Operational deficiencies not addressed within the 60-day period may result in ECICOG's termination of any and all agreements with LIFTS.

J. Entire Agreement

1. This contract contains the entire agreement between LIFTS and ECICOG. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

K. Amendments

1. Any changes to this contract must be in writing and receive the concurrence of ECICOG and the IDOT.

L. Termination

1. Termination of this contract may be made by either party through written notice to the other party at least 30 days prior to the date of termination.

M. Saving Clause

1. Should any provision of this contract be deemed invalid by a court of law, all other provisions shall remain in effect.

N. Assignability and Subcontracting

1. This contract is not assignable to any other party without the written approval of ECICOG and the concurrence of the IDOT.

2. No part of the transit services described in this contract may be subcontracted by LIFTS without the written approval of ECICOG and the IDOT.

3. Notwithstanding the provisions in 'N.2.' above, it is hereby agreed that LIFTS may, under emergency circumstances, temporarily subcontract any portion of the service if it is deemed necessary by LIFTS to avoid a service interruption. ECICOG shall be notified, in advance if possible, each time this provision is invoked.

O. Adoption

1. This contract agreement is adopted by both parties as signed and dated below, subject to the concurrence of the IDOT.

For LIFTS:

_____ Date: _____

For ECICOG:

_____ Date: _____

APPENDIX A

REQUEST FOR ADDITIONAL CONTRACTED SERVICES

For office use only

Staff Review	☐ Favorable Review	☐ No Comments
	☐ Unfavorable Review	☐ Comments Attached
TOG Review	☐ Favorable Review	☐ No Comments
	☐ Unfavorable Review	☐ Comments Attached
Board Review	☐ Favorable Review	☐ No Comments
	☐ Unfavorable Review	☐ Comments Attached

DATE: _____

PROVIDER NAME: _____

Non-Incidental Service: ↑

Incidental Service: ↑

1. Description of proposed service:

A: Description of service:B: Estimated number of people using the service:C: Estimated number of trips service provides:

2. Description of funding sources and operating budget for proposed service:

Revenues:

Local Govt. (indicate sources): _____

ECICOG asst.: _____

Pass. Rev.: _____

Other/contract rev.: _____

Private Cont./donations: _____

Totals: _____

Expenses:

Maint. Cost: _____

Fuel Cost: _____

Labor: _____

Cap. Replac.: _____

Admin: _____

Other (source): _____

Totals: _____

3. Timeline for implementation and delivery of service:

4. Description of public input opportunities:

5. Discussion of how basic services will be impacted:

(Authorized signatory for provider)

(Date)

APPENDIX B***ECICOG - Linn County Transportation
Transit Equipment Use Agreement***

This appendix is a supplement to ECICOG and LIFTS's FY 2023 Transit Purchase of Service Contract and is contingent upon the approval of said Purchase of Service contract.

A. Equipment Leased

ECICOG hereby allows LIFTS use of the equipment with all accessories incorporated therein or affixed thereto as listed in Appendix B of this agreement (all hereinafter referred to as equipment). This listing will be updated annually.

B. Rent

ECICOG will not charge a rental fee for this user agreement. When a vehicle is eligible for replacement with federal or state funding, LIFTS shall cover the non-federal/state portion of the vehicle cost and will receive the same percentage of funds contributed upon vehicle disposal; the same method will apply for expansion vehicles utilizing federal or state funds.

C. Title

LIFTS acknowledges that this is an agreement for use only. LIFTS does not in any way own title to the equipment.

D. Warranties and Waiver

LIFTS acknowledges that ECICOG has not made and does not provide any warranty with respect to the condition, quality, or durability of the equipment. LIFTS agrees that ECICOG and the IDOT shall not be held liable to LIFTS for any liability, claim, loss, damage, or expense of any kind or nature caused directly or indirectly by the equipment.

E. Use and Operation

LIFTS acknowledges receipt of equipment, and that the equipment is in condition satisfactory to LIFTS and is suitable for LIFTS purposes. The equipment shall not be altered, marked, or additional equipment installed without the prior consent of ECICOG, in which case LIFTS will bear the expense thereof as well as the restoration expenses. LIFTS shall keep equipment free of all taxes, liens, and encumbrances. LIFTS shall not use or permit the use of equipment in violation of any federal, state, regional, county, or city laws, ordinances, rules, or regulations, or contrary to the provisions of the insurance policy coverage. LIFTS shall use the equipment only for mass transit or mass transit-related services which fully conform with the rules and regulations promulgated by the IDOT.

Additional subcontracting of capital is not allowed under the Purchase of Service Contract.

F. Maintenance and Repairs

LIFTS shall pay for and furnish all maintenance and repairs to keep the equipment in good working condition. At the expiration or termination of this Lease, the equipment will be returned to ECICOG in good condition, with reasonable wear and tear expected. LIFTS shall permit ECICOG and its designees to inspect equipment at reasonable times, places, and intervals.

G. Expenses

LIFTS shall pay all expenses incurred in the use and operation of the equipment, including, but not limited to licenses, registration and title fees, gasoline, lubricants, antifreeze, repairs, maintenance, alterations, tires, storage, fines, inspections, assessments, sales or use taxes, and all other taxes as may be imposed by law from time to time arising from LIFTS use and operation of the equipment.

When possible, ECICOG will register and license said equipment through the Iowa Department of Transportation's system for official transit registrations and licenses.

H. Insurance

LIFTS agrees that it will at all times and at its own expense procure and maintain casualty, liability, and workmen's comprehensive insurance on the equipment which provides sufficient coverage to meet all local and state standards for injury, death, and property damage, and uninsured and underinsured motorist coverage, protecting ECICOG against such losses, damages, injuries, claims, demands and expenses on account of injury to any person or persons, or to any property belonging to any person or persons, by reason of such casualty, accident, or other happenings by or with equipment during the term of this Lease. Certificates or copies of said policy or policies shall be provided to ECICOG.

LIFTS shall at all times and at its own expense keep equipment insured against all loss, damage, or destruction, theft, and physical damage, with LIFTS assuming all deductible amounts for collision and for comprehensive coverage. LIFTS shall provide to ECICOG certificates or copies of said policy or policies.

LIFTS shall provide and pay for any other insurance or bond that may be required by any governmental authority as a condition to, or in connection with, LIFTS use of the equipment.

In the event equipment is involved in an accident, damaged, stolen, or destroyed, LIFTS shall promptly notify ECICOG and will also comply with all terms and conditions entered in the insurance policies. LIFTS agrees to cooperate with ECICOG and the insurance companies in defending against any claims or actions resulting from LIFTS operation or use of equipment.

Equipment shall not be used by any person or entity, in any manner or for any purpose, that would cause any insurance herein specified to be suspended, canceled, or rendered inapplicable.

If any insurance herein is canceled or suspended, or if LIFTS fails to maintain such insurance, ECICOG, at its option, may terminate this Lease and take possession of equipment.

APPENDIX C

FY 2023 Listing of Leased Equipment ECICOG-LIFTS

Vehicles

Identification Number	Make/Model	Plate Number	VIN Number
259	2008 Chevy Supreme-MDB	126 176	1GBG5V1957F424215
260	2009 Chevy Supreme-MDB	131 486	1GBG5V1949F402113
263	2012 Chevy Glaval	120 060	1GB6G5BL8C1159944
264	2017 Glaval Legacy	128 760	4UZADRDT7HCJH9639
265	2017 Glaval Legacy	128 761	4UZADRDT5HCJH9638
266	2017 Glaval Legacy	129 319	4UZADRFC6JCJV6280
267	2017 Glaval Legacy	129 301	4UZADRFC8JCJV6281
268	2019 Ford Glaval	132 917	1FDFE4FSXKDC56228
269	2019 Ford Glaval	132 916	1FDFE4FS4KDC56239
350	2020 Freightliner Glaval	134 184	4UZADRFC6LCMD2259
351	2020 Freightliner Glaval	134 185	4UZADRFC2LCMD2260
352	2021 Ford Glaval Legacy		1FDFE4FN4MDC20693
353	2022 Freightliner Glaval		4UZADRFC5NCNN5154
354	2022 Freightliner Glaval		4UZADRFC3NCNN5153
46L	2002 Bluebird	110 046	1BAAKCPA12F203715
47L	2001 Ford E450		1FDXE45S71HB16330

Miscellaneous:

APPENDIX D

REGION 10 OPERATING ASSISTANCE FORMULA FOR DETERMINATION OF ELIGIBILITY

$$\begin{aligned}
 \text{PROVIDER'S \%} &= \frac{\text{Provider's LDI}}{\text{Total of LDI for all providers}} \times .50 \\
 &+ \frac{\text{Provider's Pass to OpExp. Rat}}{\text{Total of Pass to OpExp ratio for all Providers}} \times .25 \\
 &+ \frac{\text{Provider's RevMi to OpExp ration}}{\text{Total of RevMi to OpExp ratio for all Providers}} \times .25
 \end{aligned}$$

KEY:

RevMi--Revenue miles – Revenue Miles are miles driven while providing service to clients or en route between clients.

LDI--Locally Determined Income – All transit system revenue dedicated for operations expense during a fiscal year, minus federal operating assistance from the U.S. Department of Transportation and minus all special project operating support and programmed eligibility funds received from the Iowa Department of Transportation operations assistance.

Pass--Passenger – Each time a person boards and is transported that person should be counted as a ride. Passengers and riders are synonymous for this formula.

OpExp--Operating Expenses – Operating expenses are only those costs involved in the actual operation and administration of the system on an ongoing basis.

Note: Payment of federal and state operating assistance is subject to proof of a net operating deficit as demonstrated by quarterly reports provided by LIFT. Details of this *ECI Transit Policy for Distribution of State and Federal Operating Assistance* (Enacted in 2012) can be obtained from ECICOG.

Linn County MHDS Fund Balance

Name of Provider	Dollar Amount	Project/Items Requested
Discovery Living	\$ 39,582.00	Accessible vehicle(s) to use for service delivery
Willis Dady	\$ 48,865.00	Office/Computer equipment, Internet/phone access, Shelter Case Manager salary
Resources for Human Development	\$ 50,000.00	Office/Computer equipment, marketing materials/signage/uniform, vehicle lease/maintenance/safety
Abbe Center for Community Mental Health, Inc.	\$ 104,268.26	Internet Access, updated infrastructure for computer network, commercial dishwasher, furniture for programs
NAMI - Linn County	\$ 3,415.07	Office/Computer Equipment
NTS - Horizons	\$ 150,000.00	Accessible vehicle(s) to use for service delivery
The Arc of ECI	\$ 35,000.00	Accessible vehicle(s) to use for service delivery
Crest Services	\$ 32,500.00	Accessible vehicle(s) to use for service delivery
	\$ 463,630.33	



© 2019 Wellmark Inc. All rights reserved. Wellmark Blue Cross and Blue Shield of Iowa, Wellmark Health Plan of Iowa, Inc., Wellmark Blue Cross and Blue Shield of South Dakota, Wellmark Value Health Plan, Inc., and Wellmark Administrators, Inc. are independent licensees of the Blue Cross and Blue Shield Association.

ACCOUNT INFORMATION AND BINDER AGREEMENT

LINN COUNTY	7/1/2022	00017222	000070249
Account Legal Name	Effective Date	Account Key	Group Number

Physical Address

935 2ND ST SW		
Address Line 1	Address Line 2	
CEDAR RAPIDS	IA	52404-2164
City	State	Zip

Billing Address (if different than physical address)

☐ Alternate Location ☐ 3rd Party Billing Service (If checked, account acknowledges the Wellmark Group Statement or premium invoice, delivered periodically to any third party service provider, can be viewed by account, by registering for electronic billing at Wellmark.com.)

935 2ND ST SW		
Address Line 1	Address Line 2	
CEDAR RAPIDS	IA	52404-2164
City	State	Zip

Authorized Health Plan Representatives

An authorized health plan representative is an employee of the **Account** (not the Producer) who is authorized to request and receive the minimum necessary protected health plan information about the group health plan's members in order to perform their day-to-day job functions of administering benefits for participants of the plan. The following individual employees are authorized health plan representatives.

7/1/2022
Effective Date

Name	Title	Email	Phone
Amy Vermie	Human Resources Assistant	amy.vermie@linncounty.gov	(319) 892-5126

Authorized Health Plan Representatives (continued)

Name	Title	Email	Phone
Andrea Ewers	HR Coordinator	andrea.ewers@linncounty.gov	319-892-5204
Lisa Powell	Human Resources Director	lisa.powell@linncounty.gov	(319) 892-5124
Molly Jessen	HR Analyst	molly.jessen@linncounty.gov	319-892-5124

Producer Designation

Designation of Primary Producer

Account requests that Wellmark recognize the following individual and firm as the designated employee benefits and insurance producer.

7/1/2022

Designation of Producer Effective Date

JOHN HATZ	GALLAGHER BENEFIT SERVICES INC		GAB00116
Primary Producer Name	Producer Firm Name		Producer Number
2850 Golf Rd	Rolling Meadows	IL	60008
Producer Firm Address 1	City	State	Zip
Primary Contact Name	Email	Phone	

Authorization to Release Group Health Plan Information and Protected Health Information to Consultant

By signing below, the Employer hereby authorizes and directs Wellmark, Inc. to disclose to the above, designated Consultant certain group health plan information and Protected Health Information regarding participants in the employer-sponsored group health plan for the purpose of the Consultant's administration of the Employer's group health plan. The Employer authorizes Wellmark to disclose such information via secure online access through Wellmark's website, including the following website applications which contain information the Employer considers necessary to provide to the Consultant in order to conduct operations of the Employer's group health plan:

- Member Maintenance/Update Member Information
- Employer Reports
- Update Other Insurance Information/Coordination of Benefits
- Check Claims Status
- eBilling Services
- Eligibility Verification Benefits Information (EVBI)

☒ Yes, I authorize my Consultant to access this information.

Producer Designation (continued)

By signing below, the Employer authorizes Wellmark to provide the Consultant access to this information on an ongoing basis without further authorization. The Employer represents and agrees that 1) The Consultant is considered a Business Associate of the Employer, not Wellmark, Inc., 2) The information to be disclosed is considered confidential, 3) The Consultant has provided satisfactory assurance to the Employer that the Consultant will properly safeguard and not further disclose the information, 4) Wellmark shall not be liable or responsible for any misuse or wrongful disclosure of such information by the Employer or its Consultant, 5) The Employer agrees to indemnify and hold Wellmark harmless from and against any claim, cause of action, liability, damage, cost or expense, including attorney's fees and court or proceeding costs, arising out of, or in connection with, any misuse or wrongful disclosure of the information by the Employer, or its Consultant. The Employer acknowledges that the Consultant will be required to agree to Wellmark's website terms and conditions upon registering for access to such information.

☐ No, I do not authorize my Consultant to access this information.

Secondary Consultant

There is no secondary consultant on file. You may add one below.

Secondary Consultant Name

Email Address

Phone

Authorization to Release Protected Health Information for Third-Party Explanation of Benefits

Not Applicable

General Account Information

Devonne Harford

00000074

Wellmark Account Manager

Rep ID#

January

July

LNY

Contact Month

Plan Year Month

Unique Alpha Prefix

Wellmark **IS** the Exclusive Carrier

EDI

Enrollment Method

Open Enrollment Period*

**Enrollment Period is the period in which employees can enroll within a plan or plans, and/or when written application materials are provided to employees, if sooner.*

The account will hold an open enrollment: ☐ YES ☒ NO

If YES, fill in open enrollment period dates:

n/a

Starting date

Ending date

Funding Arrangement

☐ This self-funded account will be developing our own SBCs to distribute. (If you modify or opt out of using the standard, Wellmark-provided SBCs, please be aware that Wellmark will not be able to retain or distribute your customized SBCs to your employees.)

General Account Information (continued)

Self Funded	Wellmark	Other
Funding Arrangement	Stop Loss Carrier	Stop Loss Terms/Lines of Business

Terminal Rider applies: ☐ YES ☒ NO (If yes, Signed exhibit page attached.)

Value Based Program elected : ☒ YES ☐ NO

Product

☒ Health ☒ Pharmacy ☐ Dental

A group health plan may designate a state benchmark plan other than Iowa or South Dakota for purpose of determining compliance with essential health benefit (EHB) requirements.

Benchmark Exception for EHB? ☐ YES ☒ NO If yes, list State _____

Guarantees

Not Applicable

Health Care Management Services

Not Applicable

Representation of Grandfathered Status under the Affordable Care Act

Not Applicable

COBRA

Not Applicable



Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

Self Funded FINAL Alternate Rates

Group Name: Linn County Employment Relations

Account Key: 00017222

Rating Period: 07/01/2022 to 06/30/2023

Alternate Benefit Offering

Enrollment

Stop Loss Terms

OBS #83-155 / #83-154

Alliance Select

Deductible: \$400 / \$800

Coinsurance: 10% / 20%

OPM: \$1,100/\$2,200

Office Visit Copay: \$0

BlueRx Complete

Deductible: \$400/\$800

Coinsurance: 30%/30%/30%

212 Single

533 Family

745 Total

Contract: 60/12

Monthly Aggregate Option: No

Payment Terms: Weekly Draw

	Level	Fee/Contract	Estimated Annual Premium Based on Current Enrollment
Individual Stop Loss	\$150,000	\$105.00	\$938,700
Aggregate Stop Loss	125%	\$2.38	\$21,277
Administrative Fees - Health w/weekly settlement		\$42.18	\$377,089
Administrative Fees - PBM		\$1.10	\$9,834
Consultant Fee		\$0.00	\$0
Total Administrative Fees		\$150.66	\$1,346,900
Network Access Fee		\$8.11	\$72,503
	<u>Single</u>	<u>Family</u>	<u>Annual Projection</u>
Expected Claims	\$883.30	\$1,899.09	\$14,393,695
Administrative, NAF & Stop Loss Fees	<u>\$87.11</u>	<u>\$187.29</u>	<u>\$1,419,515</u>
Estimated Suggested Rates*	\$970.41	\$2,086.38	\$15,813,210
Attachment Points	\$1,104.13	\$2,373.88	\$17,992,243
Administrative, NAF & Stop Loss Fees	<u>\$87.11</u>	<u>\$187.29</u>	<u>\$1,419,515</u>
Estimated Maximum Liability to Fund*	\$1,191.24	\$2,561.17	\$19,411,758

*Actual results may vary. Also, rates provided include administrative costs based on the entire group population.

Individual Stop Loss includes coverage for Health and Drug and is based on a lifetime maximum of unlimited.

Aggregate Stop Loss includes coverage for Health and Drug. The maximum Aggregate reimbursement is unlimited.

Employer Signature: _____ Date: _____

Comments:

This Large Group Account Information and Binder Agreement ("Binder Agreement") serves solely as evidence of Wellmark's agreement to provide the health insurance coverage or administrative services and to provide services for any applicable stop loss insurance coverage indicated above. The Account agrees to the terms and payment obligations stated herein and agrees to pay Wellmark the applicable rates, administrative fees, and/or stop loss premium stated in the attached documentation. Execution of the Binder Agreement by the Account authorizes Wellmark to implement the administration of this coverage including the processing and settlement of claims for members of the Account's group health plan incurred within the Rating Period stated in the attached Rating Exhibit. On or about the effective date of coverage, Wellmark shall issue and execute a definitive agreement which may be a Group Insurance Policy, Administrative Services Agreement and or Stop Loss Policy, depending on the nature of the group health plan. The definitive Agreement will set forth the rights and responsibilities of Wellmark and the Account. Account's payment to Wellmark of the applicable fees as of the effective date is evidence of Account's agreement to the terms specified in the definitive agreement.

Signatures on this Binder Agreement confirm that the Binder Agreement and the subsequent definitive agreement are issued for delivery in either Iowa or South Dakota, as applicable. Account understands and agrees that Wellmark defines a National Account as any company headquartered in Wellmark's service area of Iowa or South Dakota but which also has employees working at locations in other states whose claims are processed through the Blue Cross and Blue Shield Association's Blue Card program. If the Account is not headquartered in Wellmark's service area, coverage may be limited to employees associated with Account locations in Wellmark's service, and coverage will be void for any persons associated with Account locations outside Wellmark's Service Area unless express consent is obtained from the local Blue Cross or Blue Shield licensee.

Account acknowledges and agrees that it has reviewed and approved this Binder Agreement and all attachments. Account acknowledges Wellmark will rely on the information contained in this Binder Agreement, and all of the attachments hereto, including but not limited to the SBC Employer Data Form, Medicare Secondary Payer Addendum, Rate Exhibits, Health and Care Management rates, Online Benefit Summary (OBS), COBRA Agreements, representations of grandfathered status and any performance guarantee information. Account represents to Wellmark that the information contained herein is correct.

This Binder Agreement shall expire upon Wellmark's issuance and execution of the definitive agreement (either the Group Insurance Policy, or Administrative Services Agreement and Stop Loss Policy, if applicable), EXCEPT that any COBRA Agreements, Health and Care Management Programs/Services Rating Exhibit, will remain in effect and become a part of the definitive agreement. It is understood that the Wellmark may continue to rely on the designations of individuals and authorizations made herein until the Account withdraws such designations or authorizations or provides updated designations and authorizations. It is understood and agreed that the terms and conditions of the definitive agreement and benefits document(s) issued by Wellmark to the Account, and the terms and conditions of the definitive stop loss policy issued by stop loss carrier, if any, shall govern and control the terms stated in this Binder. Any inconsistency between this Binder Agreement, including attachments, and any subsequently issued definitive agreement(s) shall be construed in favor of the subsequently issued definitive agreement. This Binder Agreement shall be governed in accordance with Iowa Law.

ACCOUNT:

By (sign here)

Printed Name

Title

Date

For Internal Use Only

IA

Renewal-Benefit Change

Increasing ER copayment to \$250; eliminating common accident deductible

Notes



Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

Total Care Funding Estimate

Group Name: Linn County Employment Relations
Account Key: 00017222
Rating Period: 7/1/2022 to 6/30/2023

Total Care (TC) integrates select value-based programs with Blue Cross Blue Shield Plans across the country – each distinctively local and tailored to address the unique needs of their communities – creating a comprehensive national solution for multi-state employers.

Members participate in TC through attribution. Attribution is the process of linking a Member to their personal doctor of choice. Attribution is completed by analyzing a Member's past claim data and assigning that Member to a personal doctor where a majority of their office care is received. Attribution is updated monthly.

TC participating employers may benefit with lower claim costs for their attributed Members and the savings generated will be shared between the employer and TC providers. Based on your estimated member attribution, this is your estimated TC monthly funding:

	Range		
Estimated Monthly Member Attribution:	1,167	-	1,750
Estimated Per Attributed Member Per Month Funding:		\$4.46	
Estimated Monthly Funding	\$5,204	-	\$7,805
Estimated Annual Funding	\$62,400	-	\$93,700

Employer Signature: _____ Date: _____

Comments:

The Estimated Total Care rates are an estimate based on Member attribution and Total Care rates available at the time the renewal is complete. The self-funded monthly billing statement will reflect actual Member attribution and Value-Based Program rates as a Per Attributed Member Per Month rate.

Consultant fee, if applicable, is an amount determined by the consultant and employer, and included here for the convenience of the employer to understand the total cost of services from Wellmark and the consultant. The consultant fee will be invoiced by Wellmark pursuant to agreement between Wellmark, Employer and Consultant.

Wellmark is not providing any legal or professional advice with regard to compliance of any federal or state law, regulations, or guidance. Law, regulations and guidance on specific provisions has been and will continue to be provided by the appropriate federal and state agencies and regulators. The information provided reflects Wellmark's understanding of the most current information and is subject to change without further notice. Please note that plan benefits, rates, renewal rate adjustments, and rating impact calculations and Total Care funding are subject to change and may be revised during a plan's rating period based on guidance and regulations issued by the appropriate federal and state agencies and regulators. Wellmark makes no representation as to the impact of plan changes on a plan's grandfathered status or interpretation or implementation of any other provisions of law or regulation.

Wellmark will not determine whether coverage is discriminatory or otherwise in violation of Internal Revenue Code Section 105(h). Wellmark also will not provide any testing for compliance with Internal Revenue Code Section 105(h). Wellmark will not be held liable for any penalties or other losses resulting from any employer offering coverage in violation of section 105(h). Wellmark will not determine whether any change in an Employer Administered Funding Arrangement affects a health plan's grandfathered health plan status under ACA or otherwise complies with ACA. Wellmark will not be held liable for any penalties or other losses resulting from any Employer Administered Funding Arrangement. For purposes of this paragraph, an "Employer Administered Funding Arrangement" is an arrangement administered by an employer in which the employer contributes toward the member's share of benefit costs (such as the member's deductible, coinsurance, or copayments) in the absence of which the member would be financially responsible. An Employer Administrative Funding Arrangement does not include the employer's contribution to health insurance premiums or rates.



Wellmark Blue Cross and Blue Shield is an Independent
Licensee of the Blue Cross and Blue Shield Association.

Self Funded FINAL Alternate Rates

Group Name: Linn County Employment Relations

Account Key: 00017222

Rating Period: 07/01/2022 to 06/30/2023

Consultant fee, if applicable, is an amount determined by the consultant and employer, and included here for the convenience of the employer to understand the total cost of services from Wellmark and the consultant. The consultant fee will be invoiced by Wellmark pursuant to agreement between Wellmark, Employer and Consultant.

Wellmark is not providing any legal or professional advice with regard to compliance of any federal or state law, regulations, or guidance. Law, regulations and guidance on specific provisions has been and will continue to be provided by the appropriate federal and state agencies and regulators. The information provided reflects Wellmark's understanding of the most current information and is subject to change without further notice. Please note that plan benefits, rates, renewal rate adjustments, and rating impact calculations are subject to change and may be revised during a plan's rating period based on guidance and regulations issued by the appropriate federal and state agencies and regulators. Wellmark makes no representation as to the impact of plan changes on a plan's grandfathered status or interpretation or implementation of any other provisions of law or regulation.

Wellmark will not determine whether coverage is discriminatory or otherwise in violation of Internal Revenue Code Section 105(h). Wellmark also will not provide any testing for compliance with Internal Revenue Code Section 105(h). Wellmark will not be held liable for any penalties or other losses resulting from any employer offering coverage in violation of section 105(h). Wellmark will not determine whether any change in an Employer Administered Funding Arrangement affects a health plan's grandfathered health plan status under ACA or otherwise complies with ACA. Wellmark will not be held liable for any penalties or other losses resulting from any Employer Administered Funding Arrangement. For purposes of this paragraph, an "Employer Administered Funding Arrangement" is an arrangement administered by an employer in which the employer contributes toward the member's share of benefit costs (such as the member's deductible, coinsurance, or copayments) in the absence of which the member would be financially responsible. An Employer Administrative Funding Arrangement does not include the employer's contribution to health insurance premiums or rates.

The subrogation and third-party liability recovery vendor(s) retain a service fee calculated as a percentage of the recovered amount after deductions for attorneys' fees and costs. For subrogation or third-party liability cases initiated during the Rating Period, the subrogation/third-party liability recovery vendor's service fee is 19.5% of the recovered amount. This fee is subject to change. The final recovered amount received from the vendor is credited to Account. Wellmark's agreement with the subrogation and third-party liability recovery vendor may from time to time allow for the application of no vendor service fees to amounts recovered during that period of time. Any subrogation or third-party liability recovery amount obtained by the vendor on behalf of the Account during that time period will be provided to Account without application of the vendor service fee.



Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

Clear Form

FOR ADMINISTRATIVE USE ONLY

New Group: Group # _____

Coverage Effective Date: ____/____/____

CONFIRMATION OF MSP ADDENDUM

ALL NEW AND RENEWAL GROUPS ARE REQUIRED TO SUBMIT A COMPLETED FORM. FAILURE TO SUBMIT A COMPLETED FORM WILL DELAY THE INITIAL ENROLLMENT OR RENEWAL PROCESS UNTIL THIS FORM IS SUBMITTED.

Part A - Employer Information

Please complete a separate confirmation form for each Employer Tax Identification Number you use to report employee earnings to the Internal Revenue Service (IRS). See the Medicare Secondary Payer Definitions page (M-1756) for more information on terms shown in *italics*.

Employer Tax Identification Number: 4 2 6 0 0 4 3 3 8

Group Number (Renewing Groups Only): 70249

Employer Name: Linn County

Employer Address: 935 2nd St. SW

City: Cedar Rapids

State: IA

Zip: 52404

Contact Person: Lisa Powell

Telephone Number: 319-892-5120

E-mail Address (optional): lisa.powell@linncountyiowa.gov

1. Did your organization make contributions on behalf of any employee who was covered under a *collectively bargained Health and Welfare Fund* (i.e., union plan) during the previous calendar year? ☐ Yes ☒ No
2. Did you have 20 or more *employees* for 20 or more calendar weeks (this includes all full-time, *part-time*, intermittent, *leased* and/or seasonal employees, not just those eligible or enrolled employees) during the previous or current calendar year? If no, in the event you experience a change, you must notify Wellmark when this change occurs. ☒ Yes ☐ No
3. Did you have 100 or more *employees* during 50 percent of your business days (this includes all full-time, *part-time*, intermittent, *leased* and/or seasonal employees, not just those eligible or enrolled employees) during the previous calendar year? ☒ Yes ☐ No
4. Did your organization participate in a *multi* or *multiple employer group health plan* (more than one employer in group, i.e., Multiple Employer Welfare Association) during the previous calendar year?
If yes, what is the name and address of the *multi* or *multiple employer plan*?
Name: _____
Address: _____
City: _____ State: _____ Zip: _____
5. Was your organization part of a commonly owned or commonly controlled group of organizations during the previous calendar year? ☐ Yes ☒ No
If yes, what is the name and address of the *commonly owned/controlled entity*?

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Part B - Employer Certification

I certify that the information provided is accurate and truthful. All information will be used to identify the *Medicare Secondary Payer* status of *Medicare-enrolled employees*.

Signature _____

Date _____

Send completed MSP form based on following:

IA & SD Large Groups (new or renewal)	IA & SD Small Groups (new or renewing with benefit changes)	IA Small Groups renewing with no benefit change - send this form to:	SD Small Groups renewing with no benefit change
Submit this completed MSP form with group's health plan new or renewal paperwork	Submit this completed MSP form with group's health plan new or renewal paperwork	Fax: (515) 376-9044 or Wellmark, Inc. PO Box 9232 – Mail Station 3W396 Des Moines, IA 50306-9232	Send this completed MSP form to: Wellmark, Inc. PO Box 5023 – Station 338 Sioux Falls, SD 57117-5023



Linn County Human Resources
Group # 33482 - 3 Year Stepped Administration
Rating Period 7/1/22 through 6/30/25
Financial Exhibit

Delta Dental PPOSM

Experience Period Claims Paid 2/1/21 through 1/31/22

Claims Paid 2/1/21 through 1/31/22	\$698,333
Adjustment of Claims to Incurred Basis	\$21,598
Incurred Claims	\$719,931
Trend in Claims	\$30,813
Projected Claims Based on Current Experience	\$750,744
Claims and Enrollment Fluctuation Adjustment	(\$23,705)
Projected Annual Claims Based on Current Enrollment	\$727,039

Fixed Fees

Per Contract

Operating Costs	\$5.19	\$47,021
125% Aggregate Stop Loss	\$0.00	\$0
Broker Fee	\$0.00	\$0

Subtotal Fixed Fees \$5.19 \$47,021

Projected Annual Expense \$774,060

Current Enrollment

<u>Single</u>	<u>Family</u>
263	492

Projected Claim Factors 7/1/22 through 6/30/23

<u>Single</u>	<u>Family</u>
\$44.38	\$99.42

Attachment Points 7/1/22 through 6/30/23

<u>Single</u>	<u>Family</u>
\$55.48	\$124.28

Fixed Fees

Cost Per Contract

	<u>7/2022</u>	<u>7/2023</u>	<u>7/2024</u>
Current	\$5.06	\$5.19	\$5.32
		\$5.45	

Suggested Rates 7/1/22 through 6/30/23

<u>Single</u>	<u>Family</u>
\$47.25	\$105.85

Maximum Funding 7/1/22 through 6/30/23

<u>Single</u>	<u>Family</u>
\$58.35	\$130.71

Percent of Premium Contributed by Employer: Single _____ % Family _____ %

Total Employees Enrolled: _____

Total Employees Eligible: _____

Signature of Group Administrator
Please sign and return to fax # 888-337-5157

E-Mail Address

Date



Replacement Schedule A to Master Services Agreement (the “MSA”) between Health Solutions, LLC (“HS”) and Linn County (“Client”)

This Replacement Schedule A is dated May 6, 2022 by and between HS and Client and replaces the prior Schedule A.

Except as set out in the attached Replacement Schedule A, the terms of the MSA shall remain in full force and effect.

Agreed to as of the date set out above.

HEALTH SOLUTIONS, LLC

By: _____

Title: _____

550 Second Street SE, Suite 402
Cedar Rapids, IA 52401

Linn County

By: _____

Title: _____

925 2nd Street SW
Cedar Rapids, IA 52404



Schedule A

PROGRAM STRATEGY AND ONGOING MANAGEMENT			
Service	Description	Price	Program Scope
Professional Services	Program Design and Deployment - Wellness consulting and solution architecture, including advice on how to design and implement health coaching to drive behavior change. - Multi-year program design including strategies to maximize participation and engagement and how best to allocate budget to effectively meet program objectives. - Compliance with ACA, GINA, HIPAA, ADA and EEOC rules. - Personalized participant communication templates and digital deployment of communication and engagement materials. - Annual virtual workshop to review and refine program design and establish annual success metrics for next program cycle.	\$6,500 Per Year Note: Billed upon signing of the MSA or renewal date	Required
	Program Tracking, Reporting and Management - Dedicated Client Success Manager to serve as primary point of contact for ensuring objectives are defined and measured throughout the program cycle. - Monthly tracking and reporting of success metrics, schedule and budget. - Monthly incentive management reporting. - Annual health screening report. - Appeals and Reasonable Alternative management.		
Health Promotion	Level 1 Health Promotion Package Includes: - Menu of Health Promotion Initiatives - Dedicated Health Promotion Specialist for inbound support to access health promotion initiatives and advice - Pre-recorded Educational Seminars/Webinars - Communication templates to promote events and challenges - Wellness newsletter template	\$3,000 Per Year	☐ Include ☒ Exclude
	Level 2 Health Promotion Package Includes Level 1 Plus: Dedicated Health Promotion Specialist for monthly health promotion consulting	\$6,000 Per Year	☐ Include ☒ Exclude
	Level 3 Health Promotion Package Includes Level 2 Plus: - Dedicated Health Promotion Specialist for monthly health promotion consulting and deployment of health promotion initiatives - Live virtual/interactive Educational Seminars/Webinars - Tracking and reporting of events and challenges - Communication materials to promote events and challenges - Monthly Wellness Newsletter, can be personalized	\$12,000 Per Year	☒ Include ☐ Exclude

WELLYNETICS™			
Service	Description	Price	Program Scope
Wellnelytics™	Annual Fee Includes: - Coordination with broker and health plan carrier to upload medical and prescription data into Wellnelytics™ platform. - Monthly analysis of medical and prescription data to identify intervention opportunities. - Recommended action based on data analysis. - Deployment of services based on recommended action. - Ongoing tracking and monitoring to report impact and outcomes.	\$25,000 Per Year	☐ Include ☒ Exclude
	Ad hoc Fee Includes: - Coordination with broker and health plan carrier to upload medical and prescription data into Wellnelytics™ platform. - One-time analysis of medical and prescription data to identify intervention opportunities. - One-time recommended action based on data analysis.	\$3,000 Per Request 2x per year	☒ Include ☐ Exclude
Wellnelytics™ Technology Platform and Support	In depth analysis of medical and prescription claim data for self-insured employers. - Intake of medical and prescription claim data from carrier in pre-defined format. - Intake of biometric data in pre-defined format. - Analyze conditions, risk cohorts, and cost drivers. - Identify members for intervention. - Track intervention effectiveness across common cohorts. - Analysis of actual vs. predicted costs	\$1.25 Per Employee Per Month Note: Fee applies once data is loaded to the platform	Required for Wellnelytics™ ☒ Include ☐ Exclude

TECHNOLOGY PLATFORM AND COMMUNICATIONS			
Service	Description	Price	Program Scope
Wellness Program Technology Platform and Support	Basic: Secure, personalized portal that is HIPAA/HITECH compliant and URAC certified. Includes the features and functionality listed below: - Online scheduler - Comprehensive health risk assessment - Integrated Biometric Data - Self-service print/export of personal health data including health risk assessment report - Personal Health Record allows the member to create, store, and manage their personal health information securely in one location - Online Health Library - Decision support tools and Symptom Checker - Coaching Platform – Robust, proprietary platform that supports Health Solutions' Health and Wellness Coaching and participant goal setting. - Secure messaging portal for communicating sensitive information. - Help Desk Support – Includes phone support for participants needing assistance with technology platform	\$0.80 Per Eligible Participant Per Month Note: Fee applies 30 days prior to go live	Required
	Premium: Includes the features and functionality listed below: - Action Plans, Challenges and Event Deployment and Management - Integration with industry leading wireless activity trackers Note: See Health Promotion Catalog for list of Action Plan, Challenges and Events	\$0.30 Per Eligible Participant Per Month Note: Fee applies 30 days prior to go live	Required for Health Promotion and/or Custom Incentive Program Tracking and/or Required Coaching Program Incentive Designs ☒ Include ☐ Exclude

TECHNOLOGY PLATFORM AND COMMUNICATIONS			
Service	Description	Price	Program Scope
Mailing-Letters	- Intake of mailing recipient list. - Postage and Handling associated with sending out the mailing	Pass through at printing and postage rates at time of service Est. \$1.75 per mailing	☒ Include ☐ Exclude
Mailing-Postcards	- Intake of mailing recipient list. - Postage and Handling associated with sending out the mailing	Pass through at printing and postage rates at time of service Est. \$1.55 per mailing	☒ Include ☐ Exclude
Videos-Program Information	Recorded videos by a Health Solutions team member to review program information as requested by the client. Recording is available on-demand through the participant wellness portal.	TBD upon Request	You will be notified by your account team if your request is subject to a fee before any videos are created.

RISK ANALYSIS			
Service	Description	Price	Program Scope
Onsite Health Screening	<u>25+ Participants:</u> Venous Collection of blood samples for wellness panel (Total Cholesterol, HDL, LDL, triglycerides, glucose and A1C), blood pressure, weight with body mass index calculation, waist circumference, hip circumference. Information accessible through the participant technology platform. <i>Additional fees may apply:</i> - Event travel (see Travel for Service Delivery) 20% surcharge may apply if outside of standard working hours of 7am-7pm - Event cancellation fees apply for events cancelled within 30 days of first event - Orders requested less than 30 days prior to scheduled screening will incur a surcharge Note: Fingerstick options and fees available upon request.	\$55.00 Per Participant Screened Note: Billed actual or lockdown quantity per event whichever is greater.	☒ Include ☐ Exclude
	<u>9-24 Participants:</u> Venous Collection of blood samples for wellness panel (Total Cholesterol, HDL, LDL, triglycerides, glucose and A1C), blood pressure, weight with body mass index calculation, waist circumference, hip circumference. Information accessible through the participant technology platform. <i>Additional fees may apply:</i> - Event travel (see Travel for Service Delivery) 20% surcharge may apply if outside of standard working hours of 7am-7pm - Event cancellation fees apply for events cancelled within 30 days of first event - Orders requested less than 30 days prior to scheduled screening will incur a surcharge Note: Fingerstick options and fees available upon request.	\$65.00 Per Participant Screened Note: Billed actual or lockdown quantity per event whichever is greater.	☒ Include ☐ Exclude
	Event Setup: Each Screening Event is subject to \$100 per event set-up fee	\$100 Per Screening Event	Required with Onsite Health Screening

RISK ANALYSIS			
Service	Description	Price	Program Scope
In-Home Health Screening	Venous Collection of blood samples for wellness panel (Total Cholesterol, HDL, LDL, triglycerides, glucose and A1C), blood pressure, weight with body mass index calculation, waist circumference, hip circumference. Information accessible through the participant technology platform. <i>Note: Available through scheduled appointment with Health Solutions' lab partner - should be used for events screening less than 5 participants.</i> <i>Additional fees may apply:</i> • Appointment travel (see Travel for Service Delivery) • 20% surcharge may apply if outside of standard working hours of 7am-7pm • Appointment cancellation fees apply for events cancelled within 10 business days of the appointment • Orders requested less than 30 days prior to scheduled screening will incur a surcharge	\$130.00 Per Participant Screened	☐ Include ☒ Exclude
Screening Voucher	• Participant accesses Screening Voucher via wellness platform • No appointment necessary <i>Note: Linn County uses Weland as this option and it is processed as a health form.</i>	\$60.00 Per Participant Screened	☐ Include ☒ Exclude
Cotinine Blood Test	• Cotinine blood serum test for tobacco use • Collected as part of the wellness screening labs	\$20.00 Per test	☐ Include ☒ Exclude
iFOBT	Individual In-Home Colon Cancer Test Kit • Collection device and instruction sheet • Package and return shipping materials	\$30.00 Per test	☐ Include ☒ Exclude
PSA Blood Test	PSA blood screening for males age 50 and older	\$20.00 Per test	☒ Include ☐ Exclude
Health Form Processing	Biometrics and labs conducted with the participant's medical provider to be submitted to Health Solutions via a health form. Results are accessed through the wellness program technology platform.	\$15.00 Per Health Form	☒ Include ☐ Exclude
Health Risk Assessment (HRA) Processing	Processing of paper Health Risk Assessment (HRA). Results are accessed through the wellness program technology platform.	\$25.00 Per Submitted paper HRA	☐ Include ☒ Exclude
Risk Journey (Post Risk Analysis)	Up to three attempts to connect and deliver an up to 30-minute, one-time consultation with a Health Solutions health educator to review participant's screening (or health form) results and health risk assessment. Three attempts include; email + self-schedule link, reminder email + self-schedule link, followed by phone call to schedule or complete the session. <i>Note: Available for high risk members only. Members not at high risk have the option to contact Health Solutions for additional questions without an additional fee. Clients may choose to require Risk Journey post risk analysis for other members based on program design (e.g. moderate risk members).</i>	\$35.00 Per Scheduled Participant	Required with Risk Analysis for High Risk and Moderate Members
On-Demand "Understand your Risk Assessment" Recorded Session	Recorded session by a Health Solutions health educator to review how to interpret screening (or health form) results and health risk assessment report specific to the client's program design and wellness portal. Recording is available on-demand through the participant wellness portal. <i>Note: Requests to alter standard Understand your Risk Assessment videos may be subject to custom program video fees.</i>	Included Custom: \$200.00 Per Recording <i>Note: Linn County will have custom videos</i>	Included

PERSONALIZED ADVICE AND BEHAVIOR CHANGE MANAGEMENT			
Service	Description	Price	Program Scope
Intervention Health Coaching	Up to a 30-minute session with members that meet one of the following: - Diagnosed chronic conditions that are not well controlled (hypertension, heart disease or heart disease risk equivalent, high cholesterol, diabetes) - Critical health screening results (blood pressure, cholesterol, A1c or fasting blood sugar) - Identified as high risk in Wellnelytics™ (e.g. additional chronic conditions, gaps in care, current and/or future high spender, at risk for inpatient/emergency department) Intervention delivered by Health Solutions Care Team, led by Clinical Pharmacist. Twelve sessions per program, delivered monthly. Client can deploy for all identified eligible members or choose to target a cohort/specific criterion/2+ criteria based on program objectives and budget.	\$70.00 Per Enrolled Participant Per Session Note: Coaching quantity locked in for 12 months after enrollment.	☒ Include ☐ Exclude
Lifestyle Wellness Coaching	Up to a 30-minute session with members that meet one of the following to provide healthy living education and support for attaining goals. ☒ High health screening results (blood pressure, cholesterol, A1c or fasting blood sugar) ☒ Metabolic Syndrome ☒ High BMI ☐ Tobacco Cessation ☒ Low Risk (Healthy) members Intervention delivered by Health Solutions Wellness Coaches. Twelve sessions per program, delivered weekly or monthly. Client can deploy for all identified eligible members or choose to target a cohort/specific criterion/2+ criteria based on program objectives and budget.	\$35.00 Per Enrolled Participant Per Session	☒ Include ☐ Exclude Note: Please select coaching criteria
Eat Well Be Well Coaching	Overview: Proprietary health coaching program with a Health Solutions health coach and registered dietician designed to provide individualized nutrition recommendations and support to meet the participant's health goals through behavior change, specifically focused on weight loss. Program Criteria: Participants with prediabetes, metabolic syndrome, and/or obesity (BMI 30+) Description: Eat Well Be Well is not a one-size fits all program, quick fix or fad diet. The program includes the following: - Completion of a nutrition assessment and questionnaire to gain insight of nutritional background, goals, history with diets, and thoughts/feelings around making changes. - Personalized nutritional recommendations including calorie, carbohydrate, and protein ranges. - Guidance on how to implement the nutrition recommendations to meet lifestyle needs. - Tips for meal planning and grocery shopping. - Support to help participant develop trust with their body and their relationship with food. - Education to understand how to navigate detours. Program includes a total of 15 coaching sessions over the program year; bimonthly sessions for behavior change followed by monthly sessions for ongoing support to manage detours, challenges, and maintenance of health goals.	\$55.00 Per Enrolled Participant Per Session	Required with Lifestyle Coaching ☒ Include ☐ Exclude
Feel Well Be Well Risk Journey (Outbound)	Voluntary, Outreach Campaign for One Time Educational session with a Health Solutions Life Coach. Up to three attempts (two digital outreach followed by a phone call) to connect and deliver an up to 30-minute one-time educational session specific to a target audience needing mental health/emotional support & education identified through Risk Analysis or Wellnelytics™.	\$55.00 Per Participant	☐ Include ☒ Exclude
Feel Well Be Well Learn More (Inbound)	Voluntary inbound educational session with a Health Solutions Life Coach to support those eligible members wanting mental health/emotional support & education. Members can schedule a 30-minute one-time educational session from the wellness portal, by contacting Health Solutions member support, or referral by their Health Solutions health coach.	\$0.25 Per employee per month	☒ Include ☐ Exclude
Risk Journey (Education)	Outreach Campaign for One Time Educational Consultation. Up to three attempts to connect and deliver an up to 30-minute one-time educational consultation specific to a target audience identified through Risk Analysis or Wellnelytics™.	\$35.00 Per Participant	☐ Include ☒ Exclude
Risk Journey (Advice)	Outreach Campaign for One Time Advice Consultation. Up to three attempts to connect and deliver an up to 30-minute one-time clinical advice consultation delivered by our Clinical Pharmacist specific to a target audience identified through Risk Analysis or Wellnelytics™.	\$70.00 Per Participant	☐ Include ☒ Exclude

TRAVEL FOR SERVICE DELIVERY			
Service	Description	Price	Program Scope
Travel Pass Through	- Travel expenses related to on-site services including mileage, travel labor, lodging, and per diem. - Travel budget estimate will be provided based on elected on-site services.	TBD upon services delivered	Required if travel is 30-mile radius outside Health Solutions Home Office Locations

CUSTOMIZATIONS		
Description	Price	Program Scope
Personalization of Health Solutions programs is included in the Professional Services Fee. Customizations to Health Solutions programs are available upon request and may incur additional fees. Once requirements are defined, Health Solutions will submit a SOW for client to review and approve prior to deploying any customizations.	TBD	Required if program customizations are requested.

CHANGE ORDER FEE			
Service	Description	Price	Program Scope
Change Order Fee(s)	If changes to services are requested once services have been built and are ready for deployment a change order fee will apply for costs associated with implementing the change request.	TBD upon Change Request	You will be notified by your account team if your requested change is subject to a change order fee before any changes are completed.

Billing Schedule

Billing terms for services provided: 15 days from invoice date.

Fee	Invoice Trigger	Invoice Frequency	Billing Method
Professional Services	Upon Agreement Signing or Renewal Date	Annual	In Advance
Health Promotion	Upon Agreement Signing or Renewal Date	Annual	In Advance
Wellnelytics™	Upon Agreement Signing or Renewal Date	Annual	In Advance
Wellnelytics™ Technology Platform and Support	End of Month (begins once data is loaded)	Monthly	In Arrears
Wellness Program Technology Platform and Support	End of Month (begins 30 days prior to go live date)	Monthly	In Arrears
Risk Analysis Services	End of Month	Monthly	In Arrears
Coaching Programs	End of Month	Monthly	In Arrears
Travel Expense	End of Month	Monthly	In Arrears
Customizations	Upon Acceptance of SOW	NA	In Arrears



Statement of Work Addendum to Schedule A of the Master Services Agreement (the “MSA”) between Health Solutions, LLC (“HS”) and Linn County (“Client”)

This Statement of Work is dated May 6, 2022 by and between HS and Client is an addendum to Schedule A of the MSA.

Except as set out in this Statement of Work, the terms of the MSA shall remain in full force and effect.

Description	Cost
Project includes the following: • “Open Gym” time for all LIFTS, Roads & Juvenile Detention employees ○ Description: ▪ Drop in health coaching ▪ Complete biometric checks ▪ Answer questions about the Wellness Rewards Program and general health and wellness questions. ▪ Walk the employees through the Linn County stretching program ○ Monthly visits for LIFTS & Roads Departments ○ Quarterly visits for Juvenile Detention ○ Minimum of 2 hours per month per location. 3 hours in the months that include the Roads Main Office (two visits per year).	Open Gym • \$200 per single location • \$300 per Roads Main Shop/Main Office visit

Cost of project will be invoiced upon signed Statement of Work. Agreed to as of the date set out above.

HEALTH SOLUTIONS, LLC

Linn County

By: _____

By: _____

Title: _____

Title: _____

550 Second Street SE, Suite 402
Cedar Rapids, IA 52401

925 2nd Street SW
Cedar Rapids, IA 52404

RESOLUTION NO. 2022-5-

RESOLUTION ESTABLISHING THE MINIMUM RATE OF COMPENSATION
FOR PRECINCT ELECTION OFFICIALS

WHEREAS, Iowa Code, Section 49.20 establishes the minimum rate of compensation for precinct election officials who serve on the election boards, the Linn County Auditor requests that the rate of compensation be increased and set at the rates established below. At the Auditor's discretion, Precinct Election Officials may be paid a lump sum as hazard pay for working on election day and temporary election personnel may be paid hazard pay via an increase in their hourly wages.

For Primary Election, June 7, 2022 and elections thereafter:

Rate per full day for Chairpersons who supervise Precinct Election Officials	\$350.00
Rate increase per full day for Chairpersons for each additional consecutive calendar year worked beginning with 2022	\$25.00
Capped full day rate for Chairpersons	\$500.00
Rate per full day for Precinct Elections Officials	\$225.00

WHEREAS, the Precinct Election Officials who attend a school of instruction will be paid up to an hourly rate of fifteen dollars (\$15.00) for the duration of instruction; and a flat rate of up to fifty dollars (\$50.00) for self-paced online instruction.

WHEREAS, the Precinct Election Officials are also reimbursed actual mileage due to them at the federal rate (IC Sec 49.125).

NOW THEREFORE BE IT RESOLVED that the rate of compensation for Precinct Election Officials who serve on the election board in Linn County be set at the rates indicated above, effective June 1, 2022.

PASSED AND APPROVED this 18th day of May, 2022.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Louis Zumbach, Vice Chair

Stacey Walker, Supervisor

AYE:

NAY:

ABSTAIN:

ATTEST:

Joel Miller, Linn County Auditor

Oleson, Brent

From: arcum50@netins.net
Sent: Thursday, May 5, 2022 9:07 AM
To: Oleson, Brent
Subject: 8.4 Acre Buyout (Palmer)

Brent,

Here are the numbers I came up with for the buyout of Palmer's 8.4 acres.

Income = 58 bushels @ 14.88 863.04

Expenses

Land Charge	270.00
Seed	58.29
Fertilizer	41.00
Chemicals	76.19
Applications	23.50
Insurance	23.13
Freight (hauling grain)	11.60
Plant/Harvest	35.00
Per Acre =	324.33
Total	2724.37

I have no preference as to which way it goes, buyout or farm this year. If we are doing the buyout, please return check mailed to you.

If you have any questions, please let me know.

Thanks,

Arlen Cummings

2317 Linn-Benton Rd

Palo, IA 52324

319-560-0770

CONSULTING AND ADVISORY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of May, 2022 by and between Linn County, Iowa ("County"), located at 935 2nd Street SW, Cedar Rapids, Iowa 52404, and collectively L&L Murphy, Associates, located at 531 6th Street NW, Oelwein, Iowa, 50662 and Grant Consulting LLC, located at 1285 33rd Street SE, Cedar Rapids, Iowa 52401 (collectively "L&L/Grant").

RECITALS

WHEREAS, the County is a political subdivision of the State of Iowa and is one of the several counties making up the State of Iowa, and is charged with duties, responsibilities, and powers as provided for in the Constitution of the State of Iowa and the Code of Iowa; and

WHEREAS, the development of said duties, responsibilities, and powers will be furthered and enhanced through increased communication between the County and the General Assembly of the State of Iowa, the Executive Branch of the State of Iowa, the United States Congress, and the Executive Branch of the United States; and

WHEREAS, the County and L&L/Grant propose to increase and improve communication between the County and the General Assembly of the State of Iowa, the Executive Branch of the State of Iowa, the United States Congress, and the Executive Branch of the United States by using the services of L&L/Grant.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties, intending to be legally bound, hereby agree as follows:

1. Nature of Services. L&L/Grant shall perform consulting and advisory services on behalf of the County. As part of L&L/Grant's services, L&L/Grant will make suggestions, consult with the County, and perform such other services the County may require from time to time. L&L/Grant shall register as lobbyists before the General Assembly of the State of Iowa, and the Executive Branch the State of Iowa, the United States Congress, and the Executive Branch of the United States, as prescribed by law, to communicate and advocate the interests of the County on such issues and matters deemed by the County to affect and be of interest to its residents. Such services may include, but are not limited to, advocating for the passage of funding streams and statutory language, legislation that will affect the discharge of the duties, responsibilities, and powers of the County, and the welfare of its residents. L&L/Grant will work in conjunction with the Board of Supervisors and other elected officials of the County, as well as other Linn County officers and employees as designated by the Board of Supervisors. L&L/Grant will coordinate with and report on a regular basis to the County designee. L&L/Grant will provide ongoing consultation with both the Board of Supervisors and its designee(s), as appropriate, to maximize legislative activity to achieve the goals set forth in this Agreement. L&L/Grant shall abide by the laws of the State of Iowa regarding registration, reporting, and disclosure requirements for individuals lobbying the legislature for compensation. L&L/Grant assumes responsibility for timely filing of all appropriate information for L&L/Grant, as the lobbying firm, and the County, as the client.

L&L/Grant will specifically assist the County in maintaining and expanding the Urban County Coalition, and will coordinate the activity of said organization.

L&L/Grant will provide, in conjunction with the designated board members and staff, coordination and monitoring services for federal legislation of interest to the County and, when appropriate, coordination of activities with federal lobbying firms as directed by the County.

2. Time Devoted to the Project. In the performance of the services required by this Agreement, the services and hours L&L/Grant is to provide on any given day will be entirely within L&L/Grant's control and the County will rely on L&L/Grant to devote such time, or subcontract with appropriate services, as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

3. Payment. The County will pay L&L Murphy Consulting a total of Thirty Thousand Dollars (\$30,000) and Grant Consulting a total of Thirty Thousand Dollars (\$30,000) in monthly installments upon the submission of an invoice by L&L on behalf of L&L/Grant. Said payments include payment for Linn County's participation in the Urban County Coalition.

4. Term and Renewal. This Agreement will commence on July 1, 2022 and will terminate on June 30, 2023. The County and L&L/Grant may renew this Agreement for an unlimited number of successive one-year terms. Such renewals will be negotiated on terms mutually agreeable to the County and L&L/Grant.

5. Status of Consultant. This Agreement calls for the performance of services by L&L/Grant as independent contractors and L&L/Grant will not be considered employees of the County for any purpose. As independent consultants, L&L/Grant shall advise the County about clients of L&L/Grant that may pose a conflict of interest with the interest(s) of the County.

6. Warranty and Indemnification. L&L/Grant represents and warrants that it is competent to perform the services specified in this Agreement. L&L/Grant agrees to defend, hold harmless, and indemnify the County from any actions, claims, lawsuits, costs, or expenses, including attorney's fees, arising out of work performed, or to be performed, by L&L/Grant pursuant to this Agreement.

7. Governing Law. This Agreement is governed by the laws of the State of Iowa, and all obligations are enforceable in accordance therewith.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

LINN COUNTY, IOWA

By: _____
Ben Rogers
Chair, Board of Supervisors

L&L MURPHY, ASSOCIATES

By: _____
Larry Murphy

GRANT CONSULTING, LLC

By: _____
Gary Grant

RESOLUTION NO. 2022 – 5 –

A RESOLUTION TO PROVIDE FOR A NOTICE OF PUBLIC HEARING ON THE PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED TOTAL COST FOR THE LINN COUNTY CORRECTIONAL CENTER VIDEO VISITATION REMODEL PROJECT, AND FOR THE TAKING OF BIDS ON SAID PROJECT

WHEREAS, the Linn County Sheriff's Office proposes that the Linn County, Iowa Board of Supervisors (the "Board") authorize the construction of the public improvement(s) as described in the proposed plans, specifications, and form of contract prepared by Aspect Architecture (the "Project Architect"), which may be hereinafter referred to as the "Linn County Correctional Center Video Visitation Remodel Project", or the "Project"; and,

WHEREAS, the proposed plans, specifications, form of contract, and estimated total cost for the project (the "Contract Documents") are on file with the Board; and,

WHEREAS, it is necessary to set a time, and place for a public hearing on the Contract Documents, to publish a Notice of Public Hearing on the Contract Documents, and to advertise for sealed bids on the Project.

BE IT THEREFORE RESOLVED by the Board as follows:

1. The Board hereby approves the proposed contract documents referred to in this Resolution, as prepared by the Project Architect, in their preliminary form.
2. The Board hereby determines that the Project is necessary and desirable for Linn County (the "County"), and finds that it is in the best interest of the County to proceed toward the construction of the Project.
3. The Board shall hold a public hearing on the proposed contract documents on the 13th day of June 2022 at 11 o'clock am in the Formal Board Room of the Linn County Public Service Center located at 935 – 2nd Street SW, Cedar Rapids, Iowa, at which time any interested person may appear and file objections to the proposed Contract Documents, and, after hearing objections, the Board may proceed with approval of said Contract Documents.
4. The Board hereby authorizes and directs the publication of a notice of public hearing on the Contract Documents for the Project at least once, not less than four (4) nor more than twenty (20) days before the date of the hearing in one or more newspapers that meet the requirements of Iowa Code Section 618.14.
5. The Board hereby delegates to the Linn County Purchasing Director and/or his designee(s) the duty of receiving bids for the construction of the Project until 2 o'clock pm on June 10, 2022, at the Jean Oxley Linn County Public Service Center in Cedar Rapids, Iowa.

6. The Board hereby sets June 13, 2022, at 11 o'clock am in the Formal Board Room of the Jean Oxley Linn County Public Service Center as the time and place that the Board or its designee will open and announce the bids received for construction of the Project, and that the Board will consider said bids.
7. The Board hereby fixes the amount of the bid security to accompany each bid at five (5) percent of the amount of the bid.
8. The Board hereby authorizes and directs advertisement for sealed bids for the Project in accordance with Iowa Code Section 26.3.

PASSED AND APPROVED this 16th day of May, 2022.

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Louis J. Zumbach, Vice Chair

Stacey Walker, Supervisor

Aye:

Nay:

Abstain:

ATTEST:

Joel Miller, Linn County Auditor