BOARD OF SUPERVISORS
District 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

Wednesday, May 18, 2022
11 a.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

Pledge of Allegiance

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

Consent Agenda

Items listed on the consent agenda are routine and will be considered by one motion without individual discussion unless the Board removes an item for separate consideration.

Reports

Resolutions

Resolution establishing rate of compensation for Precinct Election Officials

Resolution authorizing the transfer of $1,561,775 from the General Basic fund to the Secondary Roads fund.

Resolution authorizing the transfer of $3,639,157 from the General Basic fund to the Capital Projects fund.

Resolution authorizing the transfer of $8,195,910 from the General Supplemental fund to the General Basic fund.

Resolution authorizing the transfer of $2,553,343 from the Rural Services fund to the Secondary Roads fund.

Resolution to approve a final plat for Bannockburn Estates 10th Addition, case JF22-0009

Resolution to approve a final plat for Clinton Acres First Addition, case JF22-0011.

Resolution to approve a final plat for Dobson Parcel First Addition, case JF22-0008.

Resolution suspending taxes for one (1) Linn County resident as they are unable to contribute to the public revenue by reason of age, infirmity or both, pursuant to Code of Iowa, Section 427.9

Resolution suspending taxes for seventeen (17) Linn County residents as they are unable to contribute to the public revenue by reason of age, infirmity or both, pursuant to Code of Iowa, Section 427.8

Contract and Agreements

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

Approve a 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.

Approve and authorize Chair to sign a Consulting and Advisory Services Agreement between Linn County and collectively L&L Murphy, Associates and Grant Consulting LLC related to consulting and lobbying services for the term of July 1, 2021 through June 30, 2022 for $60,000

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and the City of Central City for Marion Road Water Main Improvement Project in the amount of $137,289.00.

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and the City of Fairfax for Water Supply System in the amount of $425,000.00.

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and the City of Walford for Wastewater Treatment Facility Improvements UV Disinfection Project in the amount of $300,000.00.

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and the Discovery Living for Healthy, Safe Homes for Individuals with Intellectual Disabilities in the amount of $50,000.00.

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and the Willis Dady Emergency Shelter, Inc. for On-Site Mental Health Care for Individuals Experiencing Homelessness at Willis Dady Homeless Services in the amount of $75,000.00.

Approve and authorize Chair to sign a renewal agreement with NetSuite at a total 60-month cost of $1,064,271 to be invoiced annually, for Linn County's enterprise resource planning system.

Approve and authorize Chair to sign a renewal agreement with GovSense at a total 60-month cost of $337,500 to be invoiced annually, for Projects and Grants, Public Health's permitting system and system support.

Approve and authorize Chair to sign FY22 Decat Contract # DCAT4-22-035, Professional Development trainings and Coordination Services, 1st Amendment, between the Linn County Board of Supervisors and the Department of Human Services.

Approve and authorize Chair to sign FY23 Decat Contract # DCAT4-18-016, Decat Management and Fiscal Services, 5th Amendment and Renewal, in the amount of $98,824 between the Linn County Board of Supervisors and the Department of Human Services.

Approve and authorize Chair to sign FY23 Decat Contract # DCAT4-19-066, CPPC, 7th Amendment and Renewal, in the amount of $20,000 between the Linn County Board of Supervisors and the Department of Human Services.

Approve and authorize Chair to sign a contract amendment #3 5883HC08, between Linn County Community Services – Ryan White Program and Iowa Department of Public Health for an additional $2,792 for the period of April 1,2022 to March 31st, 2022, for a total amended contract total equaling $868,966.

Approve and authorize Chair to sign a Wellmark Blue Cross Blue Shield Insurance Fiscal Year 2023 Renewal effective July 1, 2023

Approve and authorize Chair to sign a Delta Dental Insurance Fiscal Year 2023 Renewal effective July 1, 2023

Approve and authorize Chair to sign Health Solutions Wellness Rewards Renewal effective July 1, 2023

Approve and authorize Chair to sign Adopt-A-Roadside for Troop 214 to adopt Wright Brothers Blvd from Club Road to Spanish Road.

Approve and authorize Chair to sign a Fiscal Year 2023 Transit Purchase of Service Contract between East Central Iowa Council of Governments (ECICOG) and Linn County to provide public transit effective July 1, 2022

Approve purchase order PO299 to Solutions Management Group for on-site services for DocuWare upgrade for the IT Department In the amount of $11,625.00

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Claims
Discuss and decide on claims.

Set public hearing for conveyance by gift of real estate parcel owned by Linn County described as Hull's 3rd Out Lot C N' S 59' Lot 9 & N 1' S 59' W 24' STR/LB 10 to City of Cedar Rapids.

Third and final consideration for rezoning case JR22-0006, request by Anthony Clinton, owner, to rezone approximately 3.63 acres located at 8717 Blairs Ferry Rd, from the RR3 (Rural Residential 3-Acre) zoning district to the USR (Urban Services Residential) zoning district.

Discuss and decide on 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.

Conduct a public hearing on the fiscal year 2022 proposed budget amendment.

Discuss and decide on the fiscal year proposed 2022 budget amendment and adopt amended appropriations resolution.

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.

Board Member Reports

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.

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

RESOLUTION NO. 2022 - -

RESOLUTION FOR INTERFUND TRANSFER

WHEREAS, it is desired to transfer monies from the General Basic fund to the Secondary Roads fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

The sum of $1,561,775 is ordered to be transferred from the General Basic fund to the Secondary Roads fund, as allowed under the Code of Iowa maximum transfer limits.

PASSED AND APPROVED this _____ 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

I, Joel Miller, Linn County Auditor, certify that at a regular meeting of the Linn County Board of Supervisors the foregoing resolution was duly adopted by a vote of:
_____Aye _____Nay _____ Abstain and _____Absent from Voting.

_____
Joel Miller, Linn County Auditor

RESOLUTION NO. 2022 - -

RESOLUTION FOR INTERFUND TRANSFER

WHEREAS, it is desired to transfer monies from the General Basic fund to the Capital Projects fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

The sum of $3,639,157 is ordered to be transferred from the General Basic fund to the Capital Projects fund, as allowed under the Code of Iowa maximum transfer limits.

PASSED AND APPROVED this _____ 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

I, Joel Miller, Linn County Auditor, certify that at a regular meeting of the Linn County Board of Supervisors the foregoing resolution was duly adopted by a vote of:
_____Aye _____Nay _____ Abstain and _____Absent from Voting.

_____
Joel Miller, Linn County Auditor

RESOLUTION NO. 2022 - -

RESOLUTION FOR INTERFUND TRANSFER

WHEREAS, it is desired to transfer monies from the General Supplemental fund to the General Basic fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

Section 1. The sum of $8,195,910 is ordered to be transferred from the General Supplemental fund to the General Basic fund, to replace FICA, IPERS and insurance costs paid from the General Basic fund.

Section 2. The Auditor has been directed to correct his books accordingly and to notify the Treasurer of this operating transfer, accompanying the notification with a copy of this resolution and the record of its adoption.

PASSED AND APPROVED this _____ 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

I, Joel Miller, Linn County Auditor, certify that at a regular meeting of the Linn County Board of Supervisors the foregoing resolution was duly adopted by a vote of:
_____Aye _____Nay _____ Abstain and _____Absent from Voting.

_____
Joel Miller, Linn County Auditor

RESOLUTION NO. 2022 - -

RESOLUTION FOR INTERFUND TRANSFER

WHEREAS, it is desired to transfer monies from the Rural Services fund to the Secondary Roads fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

The sum of $2,553,343 is ordered to be transferred from the Rural Services fund to the Secondary Roads fund, as allowed under the Code of Iowa maximum transfer limits.

PASSED AND APPROVED this _____ 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

I, Joel Miller, Linn County Auditor, certify that at a regular meeting of the Linn County Board of Supervisors the foregoing resolution was duly adopted by a vote of:
_____Aye _____Nay _____ Abstain and _____Absent from Voting.

_____
Joel Miller, Linn County Auditor

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A FINAL PLAT

WHEREAS, a final plat of Clinton Acres First Addition (Case #JF22-0011) to Linn County, Iowa, containing four (4) lots, numbered Lot 1 and Lot 2, lettered Outlot A and Outlot B, has been filed for approval, a subdivision of real estate located in the NWNW of Section 26, Township 84 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing as a point of reference at the N ¼ corner of said Section 26; thence S87°47'05"W along the north line of said NW¼ NW¼, 1690.91 feet to the east line of the West 16 rods of the East 40 Rods of said N ½NW¼ NW¼; thence S00°59'22"E along said east line, 50.52 feet to the south right of way line of Blairs Ferry Road and the Point of Beginning; thence continuing S00°59'22"E along said east line, 601.74 feet to the south line of said N ½NW¼ NW ¼; thence S88°03'52"W along said south line, 264.04 feet to the west line of the East 40 Rods of said N ½ NW¼NW¼; thence N00°59'22"W along said west line, 597. 76 feet to said north line; thence N87°12'11"E along said north line, 264.13 feet to the Point of Beginning, containing 3.63 acres.

WHEREAS, said plat is accompanied by a certificate acknowledging that said subdivision is by, and with the free consent of the proprietors, and is accompanied by a certificate dedicating certain property to the public, as shown on the plat; and

WHEREAS, said plat and its attachments thereto have been found to conform to the requirements of the comprehensive plan and the subdivision ordinance; and the requirements of other ordinances and state laws governing such plats; and

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of February 16, 2022 as last amended on March 21, 2022 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Road and other improvements as required in the Unified Development Code, Article IV, Section 107-72, § 2 (g), (h), (i), & (j). The Property owner shall pay the cost of paving the shoulder centered on Lot 2 Blairs Ferry Road access at $6/sq ft. for 6' x 40' (240 sq ft.) for a total cost of $1,200.00. Work shall be completed by Linn County. Payment is due prior to approval of the final plat by the Board of Adjustment.
2. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. One entrance per parcel is allowed. An additional access may be allowed with justification and permit.
3. Road agreement with conditions applicable to Final Plat cases. County Standard Specifications, Section 1.
4. E-911 address sign is required to be located at driveway entrance.
5. Proposed driveway locations are required to be shown on the address plat for preliminary addressing. Actual address may change at time of driveway placement to reflect accurate address. Address assigned by Linn County Secondary Road Department, 319-892-6400.

IOWA DEPARTMENT OF TRANSPORTATION

1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE

1. Submit site grading plan showing existing and proposed surface grades.
2. Submit site plan showing potential location of home, septic and water well on proposed Lot 2.
3. Clarify plans to address potential wetland area with NRCS.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION

1. Outlots A & B may only be developed in accordance with all development regulations, including floodplain regulations, in effect at the time development is proposed.
2. Various revisions to the site plan and final plat.
3. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
4. This plat lies within the 2-mile jurisdiction of the City of Palo and as per the 28E Agreement between the City and the County, will require City approval or a waiver of the right to review.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
6. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
7. All conditions of rezoning case JR22-0006 shall be met prior to approval of final plat bound copies.
8. Rezoning case JR22-0006 will be finalized when final plat bound copies are ready to be approved by the Linn County Board of Supervisors.
9. One original and 1 complete copy of the final plat bound documents that must include the following:
    i. Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
    ii. Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
    iii. Surveyor's certificate
    iv. Auditor's certificate
    v. Resolution of the Planning and Zoning Commission
    vi. Resolution of the Board of Supervisors
    vii. Resolution of approval or waiver of review by applicable municipalities
    viii. Treasurer's certificate
    ix. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC..
    x. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
    xi. Ten original signed plat drawings
    xii. A covenant for a secondary road assessment
10. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **MARCH 21, 2023** as Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f) of the UDC.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors' Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by **May 18, 2023** to be valid.

Passed and approved this 18th day of May, 2022

Linn County Board of Supervisors

_____
Chair

_____
Vice Chair

_____
Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

_____
Joel Miller, Linn County Auditor

Linn County Engineer

_____
Brad Ketels, Engineer

State of Iowa)
) SS
County of Linn)

I, Joel Miller, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board of Supervisors, the foregoing resolution was duly adopted by a vote of:

___ Aye ___ Nay ___ Abstain ___ Absent

_____
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, _____,

on this _____ day of _____, 2022.

_____
Notary Public State of Iowa

RESOLUTION
PETITION for SUSPENSION of FISCAL 2023 / ASSESSMENT 2021
PROPERTY TAXES

WHEREAS, the Linn County Board of Supervisors is this day presented with the attached petitions for suspension of taxes and/or special assessments pursuant to Section 427.9 of the Code of Iowa and;

WHEREAS, the properties for which assessments against these Petitioners are made lie within Linn County and;

WHEREAS, these Petitioners are unable to contribute to the public revenue by reason of age, infirmity, or both.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that the attached petitions be approved for the following Petitioners, parcels, and tax years:

PETITIONER	PARCEL #	TAX YEARS	Special #
Cogil, Margaret	14202-52007-01051	2021	

The Linn County Treasurer is ordered to suspend the collection of taxes assessed against these Petitioners, their polls or estates, for the above parcels for the above tax years as indicated.

Dated at Cedar Rapids, Linn County, Iowa, this _____ day of _____, 2022.

LINN COUNTY BOARD OF SUPERVISORS

_____
CHAIRPERSON

_____
SUPERVISOR

_____
SUPERVISOR

AYE:
NAY:
ABSTAIN:

ATTEST:

_____
Joel Miller, Linn County Auditor

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, Joel Miller, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board, the foregoing resolution was duly adopted by a vote of ____ aye,____ nay and ____ abstained from voting.

_____
Joel Miller

Subscribed and sworn to before me by the aforesaid on this _____ day of _____, 2022

_____
NOTARY PUBLIC
STATE OF IOWA

RESOLUTION
PETITION for SUSPENSION of FISCAL 2023 / ASSESSMENT 2021
PROPERTY TAXES

WHEREAS, the Linn County Board of Supervisors is this day presented with the attached petitions for suspension of taxes and/or special assessments pursuant to Section 427.8 of the Code of Iowa and;

WHEREAS, the properties for which assessments against these Petitioners are made lie within Linn County and;

WHEREAS, these Petitioners are unable to contribute to the public revenue by reason of age, infirmity, or both.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that the attached petitions be approved for the following Petitioners, parcels, and tax years:

PETITIONER	PARCEL #	TAX YEARS	Special #
Becker, John	14292-53028-00000	2021	
Corum, Kazuko	14243-55004-01000	2021	
Davidson, Kenneth	7139D	2021	
Faeth, Vikki	14233-28006-00000	2021	
Franks, Mable	14272-03020-00000	2021	
Frazier, John	14204-04003-00000	2021	
Hadenfeldt, Larry	05092-88009-00000	2021	
Harnish, Cathleen	14231-52014-00000	2021	
Langham, Portia	14201-01008-00000	2021	
Lawrence, Irene	14082-26002-01001	2021	
Null, Mary	13262-81002-00000	2021	
Prenosil, Debra	470196N1519	2021	
Schirmer, Cathleen	14153-33001-00000	2021	
Seaborn, James	14352-26007-00000	2021	
Thibodeaux, Ronald	14154-04002-00000	2021	
Varvaris, Katherine	14143-83007-00000	2021	
Wiltsey, George	04044-77003-00000	2021	

The Linn County Treasurer is ordered to suspend the collection of taxes assessed against these Petitioners, their polls or estates, for the above parcels for the above tax years as indicated.

Dated at Cedar Rapids, Linn County, Iowa, this _____ day of _____, 2022.

LINN COUNTY BOARD OF SUPERVISORS

_____
CHAIRPERSON

_____
SUPERVISOR

_____
SUPERVISOR

AYE:
NAY:
ABSTAIN:

ATTEST:

_____
Joel Miller, Linn County Auditor

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, Joel Miller, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board, the foregoing resolution was duly adopted by a vote of ____ aye,____ nay and ____ abstained from voting.

_____
Joel Miller

Subscribed and sworn to before me by the aforesaid on this _____ day of _____, 2022

_____
NOTARY PUBLIC
STATE OF IOWA

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
Expenes		
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

Estimate

Oracle America, Inc.
2300 Oracle Way
Austin, TX 78741
800 762 5524
www.netsuite.com

Date 4/20/2022
Estimate # 1008524
Partner 4593707 GovSense, LLC

Customer Name & Address
Linn County, Iowa
935 2nd St. SW
Cedar Rapids IA 52404
United States

Item	Qty	Description	Term Mos.	Amount
NetSuite Mid-Market Cloud Service	1	NetSuite Mid-Market Cloud Service includes: ** ERP with G/L, Accounts Payable, Purchasing, Inventory, Order Entry, A/R, Expense Reporting, Advanced Shipping with integrated UPS or FedEx shipping depending on your location ** NetSuite CRM Sales Force Automation with quote and order management, Marketing Automation with campaigns; Customer Service/Support ** Productivity tools including contacts/calendar/events ** Real-time Dashboards with key business metrics, report snapshots ** Customer Center and Partner Center logins ** 5 Employee Self-Service Users ** NetSuite Basic Customer Support. Current URL Terms for support are located at www.netsuite.com/supportterms. ** 30,000 integrated bulk mail merges per month ** 120,000 campaign emails per year with no single blast exceeding 10,000 recipients ** Includes 1 Learning Cloud Support Pass-single user license pursuant to the Learning Cloud Support Pass terms and conditions found at https://www.netsuite.com/portal/resource/terms-of-service.shtml NetSuite Standard Service Tier: ** Maximum of 100GB of File Cabinet Storage, which is included with Standard Service Tier. ** Maximum 100 Full Licensed Users Provisioned (excluding Employee Center, Partner Center, Advanced Partner Center, Vendor Center and Customer Center) ** Maximum 200,000 monthly transaction lines ** Maximum of 1 SuiteCloud+ license	60	$149,940.00
NetSuite General Access Cloud Service User	168	General access user for NetSuite.	60	$997,920.00
NetSuite Partner Cloud Service User	2	User access for NetSuite Solution Provider, Alliance and SuiteCloud Developer Network Partners ** Limited to a maximum of fifteen (15) users per account ** Users must be employees of a NetSuite Solution Provider, Alliance or SuiteCloud Developer Network Partner in good standing ** Users must be identified by an email address for log-in that corresponds to the respective NetSuite Solution Provider, Alliance or SuiteCloud Developer Network Partner	60	$5,880.00
NetSuite Financial Management Mid-Market Cloud Service	1	Advanced Financials: ** Advanced Budgeting ** Expense Allocations ** Amortization Schedules ** Advanced Billing Schedules ** Milestone Billing (when used with Project Management) ** Statistical Account	60	$35,940.00

Estimate

Oracle America, Inc.
2300 Oracle Way
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800 762 5524
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Date 4/20/2022
Estimate # 1008524
Partner 4593707 GovSense, LLC

Item	Qty	Description	Term Mos.	Amount
		ing ** Dynamic Allocation		
NetSuite Procurement Mid-Market Cloud Service	1	NetSuite Procurement Cloud Service includes: ** Helps manage supplier relationships, source-to-pay processes and related procurement spend ** Creates requisitions transaction allowing a buyer to spread a requisition's items across multiple vendor POs, and/or consolidate multiple requisitions' items into a single vendor PO. ** New purchase contracts enable companies to make purchases with negotiated pricing ** Blanket POs allow companies to purchase in large volumes and spread the delivery of the items or expenses over a time horizon using pre-specified schedules..	60	$35,940.00
NetSuite Project Management Mid-Market Cloud Service	1	Project Management Cloud Service includes: ** Estimated Costing ** Project Time Tracking ** Project Task Management ** Utilization & Backlog Reporting	60	$35,940.00
NetSuite Fixed Asset Management Mid-Market Cloud Service	1	Fixed Asset Management: ** Acquire, Depreciate, Dispose and Revalue assets ** Depreciation Management ** Asset Process Accounting Automation ** Real Time Asset Reporting	60	$35,940.00
NetSuite Premium Tier Cloud Service	1	Premium Service Tier **Includes selection of phase during upgrade cycle **Includes 1,000 GB of File Cabinet Storage **Maximum 1,000 Users and 2 million Monthly Transaction Lines **Maximum 3 SuiteCloud+ licenses **Tier Base Concurrency of 15 **Includes 1 Sandbox Environment: o Replicates production environment including data and customizations o Isolated environment – changes shielded from live production account o 1 production environment replication for each month of term is included o Administrators may provide Sandbox access to all production users as needed o NetSuite Uptime Guarantee does not apply to Sandbox environments	60	$299,940.00
Customer Learning Cloud Support Company Pass-Premium (Ptr)	1	The Customer Learning Cloud Support Company Pass - Premium (Partner) provides Go-Live training and ongoing adoption as described in the Training Service Descriptions https://www.oracle.com/corporate/contracts/cloud-services/netsuite/descriptions.html#training	60	$39,900.00
Subtotal				$1,637,340.00
Discount		Discount		($573,069.00)
Subtotal				$1,064,271.00
Items Not Renewed		The following items are not renewed and will be removed from this subscri ption at the beginning of this subscription term.		

Estimate

Oracle America, Inc.
2300 Oracle Way
Austin, TX 78741
800 762 5524
www.netsuite.com

Date 4/20/2022
Estimate # 1008524
Partner 4593707 GovSense, LLC

Item	Qty	Description	Term Mos.	Amount
NetSuite Inventory Management Mid-Market Cloud Service	0	Advanced Inventory ** Matrix Items: automatically manage multiple item options ** Serialized Inventory ** Bar Coding: items and transactions ** Lot Management ** Pick, Pack, Ship ** Automated Reorder Point / Lead Time Calculations ** Workflow to process warranty claims and to refund, replace or repair returned items ** Printable forms for better supply chain management ** Pack Station Mobile App	0	$0.00

Subtotal $1,064,271.00

Total $1,064,271.00

Estimate

Oracle America, Inc.
2300 Oracle Way
Austin, TX 78741
800 762 5524
www.netsuite.com

Date	4/20/2022
Estimate #	1008524
Partner	4593707 GovSense, LLC

A. Terms of Your Order

1. Agreement

Except as set forth above, the terms and conditions of the applicable agreement between you and Oracle (including any updated URL Terms or other applicable web based terms in effect as of the date of this document) shall apply to the products and/or services set forth on this document. This document is non-cancellable and all fees are non-refundable, unless otherwise explicitly stated in this document or in the Agreement. For clarity, the Service Start Date shall be the date this document is signed by you, unless a different date is specified as the Service Start Date.

The Oracle Data Processing Agreement covering the NetSuite services, which may be found at https://www.oracle.com/corporate/contracts/cloud-services/ ("Data Processing Agreement"), is incorporated herein by this reference and describes how Oracle will process Personal Data (as defined therein) that Customer provides to Oracle as part of Oracle's provision of the NetSuite services to Customer under this Estimate/Order Form ("order"), unless otherwise stated in the Data Processing Agreement or this order. Customer's signature on this order constitutes Customer's agreement to the Data Processing Agreement, unless stated otherwise in the Subscription Services Agreement or License Agreement that governs this order. This Data Processing Agreement only applies to NetSuite services included in this order and does not apply to the following services that may be included in this order: Mobile Push Notifications (a feature of the NetSuite for iPhone Mobile Application), any NetSuite POS Cloud Services, any NetSuite Payroll services, OrderMotion, TribeHR, Light CMS, or any other services identified by Oracle as being excluded from the applicability of this Data Processing Agreement. The Data Processing Agreement also does not apply to any (1) demonstration accounts, trials, beta releases, release preview or other similar versions of the services or (2) any features, services or products which are provided pursuant to a separate agreement or by a party other than Oracle (as defined in the Data Processing Agreement) (e.g. where Oracle is merely a billing/collection agent) including but not limited to Celigo and Pacejet,). For purposes of this order, (1) the definition of "Services Agreement" in Section 11 is deleted and replaced in its entirety with the following definition: "Services Agreement" means (i) the applicable order for the Services you have purchased from Oracle; (ii) the applicable master agreement referenced in the applicable order; (iii) the Privacy Policy found at https://www.oracle.com/legal/privacy/ (or other location as may be updated by Oracle), and (iv) the Data Security Addendum found at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/cloud-delivery-policies.html; and (2) references to the "Cloud Hosting and Delivery Policies" in the Privacy Code for Processing Personal Information of Customer Individuals, shall be replaced by the applicable Data Security Addendum found at https://www.oracle.com/corporate/contracts/cloud-services/netsuite.

2. Start Date

5/31/2022

3. Subscription Services Payment Terms

Net 30 – Annual Billing

4. Subscription Services Payment Frequency

Annual in Advance

5. Professional Services Payment Terms

N/A

6. Currency

USD

7. Offer Valid Through

5/20/2022

Estimate

Date	4/20/2022
Estimate #	1008524
Partner	4593707 GovSense, LLC

Oracle America, Inc.
2300 Oracle Way
Austin, TX 78741
800 762 5524
www.netsuite.com

I AGREE TO THE FEES AND TERMS OF THIS ESTIMATE:

_____	_____	_____
Print Name	Signature	Date

Upon your execution, this document is a binding order for the products and services set forth herein.

Oracle relies on the accuracy of the billing information listed above, and is unable to issue a Credit Memo or resubmit an invoice due to incorrect billing information listed. Please ensure your company name, addresses and contacts included on this document are correct.

Oracle does not accept credit card payments for invoices of more than $99,999.

11675 Great Oaks Way - Suite 125
Alpharetta, GA 30022
www.govsense.com

Estimate - (Exhibit A)

Date	Estimate #
5/13/2022	ES-GS7045

Bill To

Dawn Jindrich
Linn County, Iowa
935 2nd Street SW
Cedar Rapids IA 52404
United States

Expiration Date	Subscription Billing Term	License Term	Start Date	End Date
5/20/2022	Annual - Net 30	60 Months	5/25/2022	5/24/2027

Billing Contact	Billing Email	Contact Telephone
Dawn Jindrich	Dawn.Jindrich@linncounty.org	(319) 892-5010

Item	Qty	Description	Term	Total $
Fund/Grant Module	1	Ability to manage all Funds, Grants, and Encumbrances.	60 Month	27,500.00
Public Health	1	GovSense Public Health Management: ** Manage Health Permit Application Processes, Fees, and Workflows ** Assign, Route, and Manage Inspections and Tasks ** Manage Recurring or One-time Licensing / Permitting Events ** Real-time dashboards with key business metrics and reports snapshots	60 Month	85,000.00
Subtotal				112,500.00
Support	5	Support Service Package: - Our Support includes 24/7 Customer Portal Access for up to 2 users, email and phone support from 8 a.m. - 6 p.m. EST. * Any additional modules / user licenses added, through the duration of this contract will result in an increase for support fees equal to 20% of the added modules or user licenses. - The support fee is equal to 60 months / 5 years	Custom	225,000.00

11675 Great Oaks Way - Suite 125
Alpharetta, GA 30022
www.govsense.com

Estimate - (Exhibit A)

Date	Estimate #
5/13/2022	ES-GS7045

Item	Qty	Description	Term	Total $
		I AGREE TO THE FEES AND TERMS OF THIS ESTIMATE: _____ Name _____ Signature _____ Date Upon your execution, this document is a binding order for the products and services set forth herein.		
			Total	$337,500.00

First Amendment to the Professional Development trainings and Coordination Services Contract

This Amendment to Contract Number DCAT4-22-035 is effective as of June 1, 2022, between the Iowa Department of Human Services (Agency) and Linn County Board of Supervisors (Contractor).

Section 1: Amendment to Contract Language
The Contract is amended as follows:

Revision 1. Section 1.3.1, Deliverables, i., is hereby added to the Contract:
i.) Conferences at Lodging Facilities. In accordance with Iowa Code § 80.45A(5), if the following tasks are a part of the Contractor's scope of work under this Contract, prior to either *(1)* procuring space or services for a conference, meeting, or banquet located at a site where lodging is available that is owned, operated, or owned and operated by a lodging provider, or *(2)* hosting a conference, meeting, or banquet at a site where lodging is available that is owned, operated, or owned and operated by a lodging provider, and in either case, the lodging provider must pay Iowa hotel/motel taxes, the Contractor shall verify the lodging provider is certified as having completed human trafficking prevention training on a website maintained by the Iowa Department of Public Safety. The website is currently available at https://stophtiowa.org/certified-locations . The Contractor shall submit proof of this certification to the Agency's contract manager with the claim for reimbursement.

Revision 2. Section 1.3.2, Performance Measures, 6., is hereby added to the Contract:
6.) 100% of claims containing expenses to a lodging provider will include proof of human trafficking prevention training certification.

Revision 3. Section 1.3.4.7, Travel Expenses, is deleted and replaced as follows:
1.3.4.7 Travel Expenses. If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited to travel directly related to the services performed pursuant to this Contract that has been approved in advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210 https://das.iowa.gov/state-accounting/sae-policies-procedures-manual , and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement.

To be reimbursed for lodging that occurred at a lodging provider that must pay Iowa hotel/motel taxes, prior to the lodging event, the Contractor shall confirm that the lodging provider has received the Human Trafficking Prevention Training Certification at the website maintained by the Iowa Department of Public Safety, currently at https://stophtiowa.org/certified-locations , as

required by Iowa Code § 80.45A(5). The Contractor shall submit to the Agency a screen shot of this verification showing the lodging provider is a certified location with the claim for reimbursement.

Revision 4. Section 1.5, Data and Security, is hereby deleted and replaced as follows:
1.5 Data and Security. If this Contract involves Confidential Information, the following terms apply:
1.5.1 Data and Security System Framework. The Contractor shall comply with either of the following:
- Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 prior to implementation of the system and again when the certification(s) expire,

or
- Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, "passed" means no unresolved high or critical findings.

1.5.2 Vendor Security Questionnaire. If not previously provided to the Agency through a procurement process specifically related to this Contract, the Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ).

1.5.3 Cloud Services. If using cloud services to store Agency Information, the Contractor shall comply with either of the following:
- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Provide certification of compliance with a minimum of one of the following security frameworks:

NIST SP 800-53, HITRUST version 9, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 prior to implementation of the system and again when the certification(s) expire.

1.5.4 Addressing Concerns. The Contractor shall timely resolve any outstanding concerns identified by the Agency regarding the Contractor's submissions required in this section.

Section 2: Ratification & Authorization
Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

Section 3: Execution
IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are

hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Contractor, Linn County Board of Supervisors		**Agency, Iowa Department of Human Services**	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
Printed Name: Ben Rogers		Printed Name: Matt Majeski	
Title: Chair, Linn County Board of Supervisors		Title: Service Area Manager	

Fifth Amendment to the Decat Management and Fiscal Services Contract

This Amendment to Contract Number DCAT4-18-016 is effective as of July 1, 2022, between the Iowa Department of Human Services (Agency) and Linn County Board of Supervisors (Contractor).

Section 1: Amendment to Contract Language
The Contract is amended as follows:

Revision 1. Contract Duration. The Contract is hereby extended from July 1, 2022, through June 30, 2023.

Revision 2. Section: CONTRACT DECLARATIONS AND EXECUTION, Contractor's Contract Manager Name/Address, is deleted and replaced as follows:
Ben Rogers, Chair Linn County Board of Supervisors
935 2nd Street SW
Cedar Rapids, IA 52404
Phone: 319-892-5714
E-Mail: Ben.Rogers@linncountyiowa.gov

Revision 3. 1.3.1.q, Deliverables, is hereby added to the Contract:
q. Conferences at Lodging Facilities. In accordance with Iowa Code § 80.45A(5), if the following tasks are a part of the Contractor's scope of work under this Contract, prior to either (1) procuring space or services for a conference, meeting, or banquet located at a site where lodging is available that is owned, operated, or owned and operated by a lodging provider, or (2) hosting a conference, meeting, or banquet at a site where lodging is available that is owned, operated, or owned and operated by a lodging provider, and in either case, the lodging provider must pay Iowa hotel/motel taxes, the Contractor shall verify the lodging provider is certified as having completed human trafficking prevention training on a website maintained by the Iowa Department of Public Safety. The website is currently available at https://stophtiowa.org/certified-locations. The Contractor shall submit proof of this certification to the Agency's contract manager with the claim for reimbursement.

Revision 4. 1.3.2.g, Performance Measures, is hereby added to the Contract:
g. 100% of claims containing expenses to a lodging provider will include proof of human trafficking prevention training certification.

Revision 5. 1.3.4.7, Travel Expenses, is hereby deleted and replaced as follows:
If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited to travel directly related to the services performed pursuant to this Contract that has been approved in advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210 https://das.iowa.gov/state-accounting/sae-policies-procedures-manual , and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to

use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement.

To be reimbursed for lodging that occurred at a lodging provider that must pay Iowa hotel/motel taxes, prior to the lodging event, the Contractor shall confirm that the lodging provider has received the Human Trafficking Prevention Training Certification at the website maintained by the Iowa Department of Public Safety, currently at https://stophtiowa.org/certified-locations , as required by Iowa Code § 80.45A(5). The Contractor shall submit to the Agency a screen shot of this verification showing the lodging provider is a certified location with the claim for reimbursement.

Revision 7. 1.5, Data and Security, is hereby deleted and replaced as follows:

1.5 Data and Security. If this Contract involves Confidential Information, the following terms apply:

1.5.1 Data and Security System Framework. The Contractor shall comply with either of the following:

- Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 prior to implementation of the system and again when the certification(s) expire,

or

- Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, "passed" means no unresolved high or critical findings.

1.5.2 Vendor Security Questionnaire. If not previously provided to the Agency through a procurement process specifically related to this Contract, the Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ).

1.5.3 Cloud Services. If using cloud services to store Agency Information, the Contractor shall comply with either of the following:

- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Provide certification of compliance with a minimum of one of the following security frameworks:

NIST SP 800-53, HITRUST version 9, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 prior to implementation of the system and again when the certification(s) expire.

1.5.4 Addressing Concerns. The Contractor shall timely resolve any outstanding concerns identified by the Agency regarding the Contractor's submissions required in this section.

Revision 8. Section 1.3.4.1, Pricing. The maximum amount the Contractor will be compensated is hereby amended to $532,708.00 for the entire term of the Contract.

Revision 9. Section 1.3.4.1, Payment Table. Contract payments are amended as follows:

Payment Table

Contract Duration	**Amount Not to Exceed**
07/01/22 - 06/30/23	**$98,824.00**

Note: continued payment for any contract extension years is contingent upon extension of the Contract.

Section 2: Ratification & Authorization

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

Section 3: Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Contractor, Linn County Board of Supervisors		**Agency, Iowa Department of Human Services**	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
Printed Name: Ben Rogers		Printed Name: Matt Majeski	
Title: Chair, Linn County Board of Supervisors		Title: Service Area Manager	

Seventh Amendment to the Community Partnership for Protecting Children (CPPC) Contract

This Amendment to Contract Number DCAT4-19-066 is effective as of July 1, 2022, between the Iowa Department of Human Services (Agency) and Linn County Board of Supervisors (Contractor).

Section 1: Amendment to Contract Language
The Contract is amended as follows:

Revision 1. Contract Duration. The Contract is hereby extended from July 1, 2022, through June 30, 2023.

Revision 2. 1.1, Special Terms Definitions is hereby deleted and replaced as follows:
"CPPC" means Community Partnership for Protecting Children.

"Decat Board" means the Linn County Decategorization Governance Board, established under Iowa Code Section 232.188 and Iowa administrative code Chapter 153. The Decat Board is comprised of representatives of Linn County Board of Supervisors, Department of Human Services, Sixth Judicial District Juvenile Courts, in addition to other child serving agencies and community members and is responsible for the management of funds allocated to the Linn County Decategorization.

"Key Strategies" means the strategies that form the framework of CPPC implementation, including Shared Decision Making, Family and Youth Centered Engagement, Neighborhood and Community Networking, and Policy and Practice Change.

Revision 3. 1.2 Contract Purpose, is hereby deleted and replaced as follows:
The parties have entered into this Contract for the purpose of retaining the Contractor to provide coordination and implementation of Linn County Community Partnerships for Protecting Children.

Revision 4. 1.3.1, Deliverables, 7., is hereby deleted and replaced as follows:
7. **Conferences at Lodging Facilities**. In accordance with Iowa Code § 80.45A(5), if the following tasks are a part of the Contractor's scope of work under this Contract, prior to either (1) procuring space or services for a conference, meeting, or banquet located at a site where lodging is available that is owned, operated, or owned and operated by a lodging provider, or (2) hosting a conference, meeting, or banquet at a site where lodging is available that is owned, operated, or owned and operated by a lodging provider, and in either case, the lodging provider must pay Iowa hotel/motel taxes, the Contractor shall verify the lodging provider is certified as having completed human trafficking prevention training on a website maintained by the Iowa Department of Public Safety. The website is currently available at https://stophtiowa.org/certified-locations . The Contractor shall submit proof of this certification to the Agency's contract manager with the claim for reimbursement.

Revision 5. 1.3.1 Deliverables, 8. through 19., are hereby deleted.

Revision 6. 1.3.2, Performance Measures, i., is hereby deleted and replaced as follows:
i. 100% of claims containing expenses to a lodging provider will include proof of human trafficking prevention training certification.

Revision 7. 1.3.2, Performance Measures, j. through n., are hereby deleted.

Revision 8. 1.3.4.7, Travel Expenses, is hereby added to the contract:
Travel Expenses. If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited to travel directly related to the services performed pursuant to this Contract that has been approved in advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210 https://das.iowa.gov/state-accounting/sae-policies-procedures-manual , and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement.

To be reimbursed for lodging that occurred at a lodging provider that must pay Iowa hotel/motel taxes, prior to the lodging event, the Contractor shall confirm that the lodging provider has received the Human Trafficking Prevention Training Certification at the website maintained by the Iowa Department of Public Safety, currently at https://stophtiowa.org/certified-locations , as required by Iowa Code § 80.45A(5). The Contractor shall submit to the Agency a screen shot of this verification showing the lodging provider is a certified location with the claim for reimbursement.

Revision 9. 1.5, Data and Security, is hereby added to the Contract:
1.5 Data and Security. If this Contract involves Confidential Information, the following terms apply:
1.5.1 Data and Security System Framework. The Contractor shall comply with either of the following:
- Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 prior to implementation of the system and again when the certification(s) expire,

or
- Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, "passed" means no unresolved high or critical findings.

1.5.2 Vendor Security Questionnaire. If not previously provided to the Agency through a

procurement process specifically related to this Contract, the Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ).

1.5.3 Cloud Services. If using cloud services to store Agency Information, the Contractor shall comply with either of the following:

- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Provide certification of compliance with a minimum of one of the following security frameworks:

NIST SP 800-53, HITRUST version 9, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 prior to implementation of the system and again when the certification(s) expire.

1.5.4 Addressing Concerns. The Contractor shall timely resolve any outstanding concerns identified by the Agency regarding the Contractor's submissions required in this section.

Revision 10. 3.1.15, Domestic preferences for procurements, is hereby added to the contract:

3.1.15 Domestic preferences for procurements. As appropriate and to the extent consistent with law, as provided in 2 C.F.R. 200.322, Domestic Preference for Procurements, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The Contractor shall comply with 2 C.F.R. 200.322, to the extent applicable.

Revision 11. 3.1.16, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, is hereby added to the contract:

3.1.16 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Recipients and sub-recipients, in accordance with 2 C.F.R. 200.216, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE

Corporation (or any subsidiary or affiliate of such entities).

- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Contractor certifies that it will comply with 2 C.F.R. 200.216, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, to the extent applicable.

Revision 12. Section 1.3.4.2, Payment Methodology, is deleted and replaced as follows:
The Contractor will be paid for the services described in the Scope of Work Section, a fee not to exceed $20,000.00 for the current contract term.

Failure to meet the performance measures will result in reduction of payment. Contractor will be reimbursed as follows:
a) Meet 6 or more performance measures = 100% of actual expenses.
b) Meet 5 performance measures = 90% of actual expenses.
c) Meet less than 5 performance measures = 50% of actual expenses.

Revision 13. Federal Funds. The following federal funds information is provided

Contract Payments include Federal Funds? Yes **The contractor for federal reporting purposes under this contract is a:** Sub-recipient **UEI #:** TQ9YTRHJ1JW1 **The Name of the Pass-Through Entity:** Iowa Department of Human Services	
CFDA #: 93.556 **Grant Name:** Promoting Safe and Stable Families	**Federal Awarding Agency Name:** Department of Human Services/Administration of Children and Families

Section 2: Ratification & Authorization
Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

Section 3: Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Contractor, Linn County Board of Supervisors		**Agency, Iowa Department of Human Services**	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
Printed Name: Ben Rogers		Printed Name: Matt Majeski	
Title: Chair, Linn County Board of Supervisors		Title: Service Area Manager	

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) 892-51[illegible]

Authorized Health Plan Representatives (continued)

Name	Title	Email	Phone
Andrea Ewers	HR Coordinator	andrea.ewers@linncounty.gov	319-892-520
Lisa Powell	Human Resources Director	lisa.powell@linncounty.gov	(319) 892-51
Molly Jessen	HR Analyst	molly.jessen@linncounty.gov	319-892-51

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
Primary Producer Name

GALLAGHER BENEFIT SERVICES IN
Producer Firm Name

GAB00116
Producer Number

2850 Golf Rd
Producer Firm Address 1

Rolling Meadows
City

IL
State

60008
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

Wellmark Account Manager	Rep ID#
Devonne Harford	00000074

Contact Month	Plan Year Month	Unique Alpha Prefix
January	July	LNY

Wellmark **IS** the Exclusive Carrier

Enrollment Method: EDI

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:

Starting date	Ending date
n/a	

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

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

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%

Enrollment

212 Single
533 Family

745 Total

Stop Loss Terms

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

	Single	Family	Annual Projection
Expected Claims	$883.30	$1,899.09	$14,393,695
Administrative, NAF & Stop Loss Fees	$87.11	$187.29	$1,419,515
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	$87.11	$187.29	$1,419,515
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

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.

Clear Form

Wellmark

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

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? ☐ Yes ☒ No
   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: _____ Name: _____
Address: _____ Address: _____
City: _____ State: _____ Zip: _____ 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

DELTA DENTAL

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

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

Delta Dental PPO[SM]

Current Enrollment

Single	Family
263	492

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

Single	Family
$44.38	$99.42

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

Single	Family
$55.48	$124.28

Fixed Fees
Cost Per Contract

Current	7/2022	7/2023	7/2024
$5.06	$5.19	$5.32	$5.45

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

Single	Family
$47.25	$105.85

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

Single	Family
$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

DELTA DENTAL OF IOWA

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. **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.	**$6,500** **Per Year** Note: Billed upon signing of the MSA or renewal date	**Required**
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

_____ Initial

WELLNELYTICS™			
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

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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	**25+ Participants:** 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. *Additional fees may apply:* • *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
	9-24 Participants: 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. *Additional fees may apply:* • *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**

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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. *Note: Available through scheduled appointment with Health Solutions' lab partner - should be used for events screening less than 5 participants.* *Additional fees may apply:* • *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 Note: Linn County uses Weland as this option and it is processed as a health form.	**$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. *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).*	**$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. *Note: Requests to alter standard Understand your Risk Assessment videos may be subject to custom program video fees.*	**Included** Custom: **$200.00 Per Recording Note: Linn County will have custom videos**	**Included**

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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

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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

By: _____

Title: _____

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

Linn County

By: _____

Title: _____

925 2nd Street SW
Cedar Rapids, IA 52404

_____ Initial

LINN COUNTY
1888 COUNTY HOME ROAD
MARION, IOWA 52302

APPLICATION TO "ADOPT-A-ROADSIDE"

FOR OFFICE USE ONLY
Permit Number 445-RA-22-57
County Road Name Wright BROS Blvd

☐ NEW ☒ RENEWAL ☐ GIS#_____

TO BE COMPLETED BY SPONSOR
PLEASE PRINT CLEARLY

Troop 214
Name of Sponsor (Organization, Group or Individual)

Signature of Contact Person [signature]

2510 Navajo Ave SW Cedar Rapids IA 52404
Mailing Address (Street, P.O. Box, City, State, Zip Code)

Telephone Number 319.721.5409 E-Mail Address ScoutMaster@Troop214CR.com

The proposed work is located on Wright Brothers Blvd Road

from W54 - Club Rd to Spanish Rd

Approval is hereby requested to enter within the County Road right of way to perform the following described work (check all that apply):

X Litter removal _____ Enhancement Planting* _____ Other (describe) _____

*A sketch noting the quantity, location, and species must be attached to this application prior to Department granting approval.

AGREEMENTS:

The Sponsor(s) agrees that if granted a permit to do said work the following stipulations shall govern:

1. This application shall have been approved prior to Sponsor(s) beginning any operations as requested herein.
2. Sponsor(s) agree to indemnify and hold harmless Linn County, its Board of Supervisors, officers and employees from all liability, judgment, costs, expenses and claims growing out of damages, or alleged damages of any nature whatsoever to any person, property or third party arising out of the performance or nonperformance of said work.
3. No vehicles, equipment or materials are to be stored within the right of way. A vehicle may be allowed to be parked on the shoulder during times of litter pick up.
4. Right of way markers, signs and land monuments shall not be removed, altered or damaged.
5. This permit shall be subject to any laws now in effect or any laws which may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies.
6. The Sponsor(s) agrees to give Linn County forty-eight hours notice of intention to start operations. Notification shall be given to the Secondary Road Department, 1944 County Home Road, Marion, Iowa 52302, work phone number Monday through Friday 7:00 A.M. to 3:30 P.M. 892-6400.
7. Access to the work site will, where possible, be obtained from private property or other roadways and not from the traveled portion of the hard surfaced roadway.

8. The Sponsor(s) shall carry on the work as required and authorized by this agreement with serious regard to the safety of the traveling public, adjacent property owners and volunteers or employees of the Sponsor(s).

9. The Sponsor(s) acknowledges that all personnel involved in this project are initiators and volunteers directed by the Sponsor(s) and that the Sponsor(s) accept full responsibility for any injuries or damages sustained by or caused by such personnel. The Sponsor(s) acknowledges that they or their volunteers are in no way considered to be employees of the Linn County Board of Supervisors or the Linn County Secondary Road Department.

The Sponsor(s) and the Department further agree to the following terms and conditions of this agreement.

SPONSOR'S ADDITIONAL RESPONSIBILITY:

To perform the work specified in a satisfactory, safe and professional manner.

To provide adult supervision at the work site when volunteers or employees are 14 years of age or younger.

To obtain required supplies and materials as may be needed from the Secondary Road Department to carry out this agreement, during regular business hours, Monday through Friday 7:00 A.M. to 3:30 P.M.

To put in place traffic control signs at all times when the Sponsor(s) is doing work near the roadway and remove only when the work has been completed.

To place all trash bags used during collection of litter, adjacent to the Adopt-A-Roadway signs (if applicable), or at the ends of adopted sections, for pickup and disposal by the Department.

To plant all right of way harvested seed on either County road rights of way or other public grounds as approved.

To return all unused materials and supplies furnished by the Secondary Road Department, to the Main Shop within one week after the activity is completed.

DEPARTMENT'S RESPONSIBILITIES:

To erect a sign at each end of the adopted section with the Sponsor(s) name or acronym displayed (if requested).

To provide reflective vests, trash bags, safety literature, and other related materials, to the Sponsor(s).

To remove trash bags used for litter pickup by Sponsor(s).

To assist in removal of litter under unusual circumstances such as when large, heavy or hazardous items are found.

To assist in location and selection of enhancement plantings (if applicable).

PLEASE NOTE:

The Department reserves the right to terminate this agreement and remove Adopt-A-Roadway signs when in the sole judgment of the Department, it is found that the Sponsor(s) has not met the terms and conditions of this agreement.

FOR OFFICE USE ONLY

This agreement shall remain in force from _____, 20____ until _____, 20____. If this agreement includes litter removal the Sponsor agrees to pickup litter_____(times) per year.

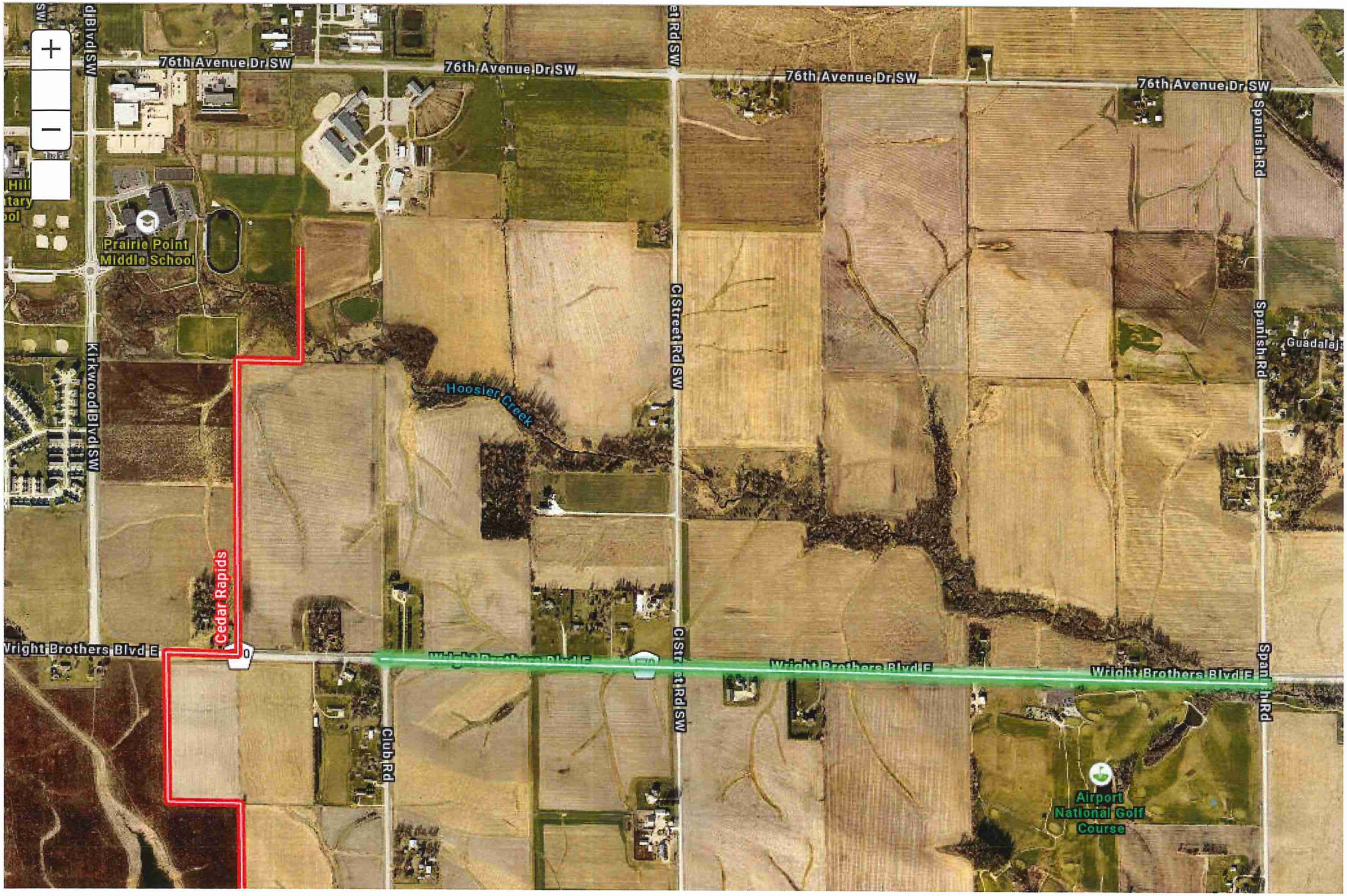
DEPARTMENT OF SECONDARY ROADS APPROVAL FOR OFFICE USE ONLY

Recommended for Approval _____ Date _____, 20_____
Linn County Engineer

Approved _____ Date _____, 20_____
Linn County Board of Supervisors

Home ▾ Engineering Infrastructure (Detail)

Details | Basemap |



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 subscriptive 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

Service	est. Revenue hours	allocated cost of service
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 subsides 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. Not withstanding 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

PROVIDER'S % **=**

$$\frac{\text{Provider's LDI}}{\text{Total of LDI for all providers}} \times .50$$

+

$$\frac{\text{Provider's Pass to OpExp. Rat}}{\text{Total of Pass to OpExp ratio for all Providers}} \times .25$$

+

$$\frac{\text{Provider's RevMi to OpExp ration}}{\text{Total of RevMi to OpExp ratio for all Providers}} \times .25$$

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.

Prepared by Jessie Black
Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100
(319) 892-5130
Return to Becky Shoop, Auditor's Office

LINN COUNTY ORDINANCE No. – – 2022

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LINN COUNTY, IOWA BY REZONING AND CHANGING THE DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 8717 BLAIRS FERRY RD, IOWA FROM THE "RR3" RURAL RESIDENTIAL 3-ACRE ZONING DISTRICT TO THE "USR" URBAN SERVICES RESIDENTIAL ZONING DISTRICT

BE IT ORDAINED by the Board of Supervisors of Linn County, Iowa, in accordance to the Findings of Fact and Conclusions of Law as established in the staff report for rezoning case JR22-0006 or as otherwise established by the Board, as follows:

SECTION 1. **ZONING DISTRICT CHANGED.** The zoning of property located at 8717 Blairs Ferry Rd, Iowa legally described as:

A part of the N ½NW¼ NW¼, Section 26-Township 84 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows: Commencing as a point of reference at the N ¼ corner of said Section 26;

thence S87°47'05'W along the north line of said NW ¼ NW ¼, 1690.91 feet to the east line of the West 16 rods of the East 40 Rods of said N ½ NW ¼ NW ¼; thence S00°59'22"E along said east line, 50.52 feet to the south right of way line of Blairs Ferry Road and the Point of Beginning; hence continuing S00°59'22"E along said east line , 601.74 feet to the south line of said N ½ NW ¼NW ¼; thence S88°03'52"W along said south line, 264.04 feet lo the west line of the East 40 Rods of said N ½ NW ¼ NW ¼; thence N00°59'22'W along said west line, 597.76 feet to said north line; thence N87°12'11"E along said north line, 264.13 feet to the Point of Beginning, containing 3.63 acres.

is hereby changed from the "RR3" Rural Residential 3-Acre zoning district to the "USR" Urban Services Residential zoning district.

SECTION 2. ZONING MAP AMENDED. The Planning and Development Director, or his/her designee, is instructed to modify the Official Zoning Map of Linn County, Iowa to reflect the district classification change described in Section 1.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 4. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 6. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Public hearing and first consideration on the 4th day of April, 2022

Second consideration on the 6th day of April, 2022

Third and final passage on the 18th day of May, 2022

Published in the Gazette on the _____ day of _____, _____

LINN COUNTY BOARD OF SUPERVISORS

_____
Chairperson

_____
Supervisor

_____
Supervisor

ATTEST:

_____
Joel D. Miller, Linn County Auditor

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, _____, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on _____, 2022 and published as provided by law on _____, 2022.

_____

Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2022.

_____

Notary Public, State of Iowa

FY22 Fall Budget Amendment 5/18/2022

Department	Proposed Amendment - Appropriations	Proposed Amendment - Revenues	Net Change	Explanation
BOARD OF SUPERVISORS	$ 2,142,690	$ -	$ 2,142,690	FY22 prepaids, comp. time payout, increase in self-retained funding, solar meeting expenses (net against P&D solar revenue increase)
AUDITOR	135,980	88,700	47,280	Increase in local elections expenditures and revenues
RECORDER	-	(107,123)	107,123	Change in revenue estimates based on actuals
COUNTY ATTORNEY	81,669	-	81,669	FY22 prepaids, vacation payout and health insurance changes
IT	270,258	-	270,258	FY22 prepaids
HUMAN RESOURCES	76,768	-	76,768	FY22 prepaids, Dayforce support
FACILITIES/BOARD BUILDINGS	161,646	9,747	151,899	FY22 prepaids, rebate reimbursements used on supplies
FINANCE & BUDGET	23,000	-	23,000	Comp. time payout, transition to accrual
SHERIFF	801,934	464,750	337,184	Increase in grant expenditures and revenues, used vehicle sales, employment contract reimbursements, OT, transition to accrual, comp. time payout
MEDICAL EXAMINER	25,000	-	25,000	Increase in ambulance fees
COURT EXPENSE	15,000	-	15,000	Increase in attorney fees
JUVENILE JUSTICE	10,000	-	10,000	Increase in notices
LCCS	179,650	1,529,770	(1,350,120)	FY22 prepaids, decrease in JDDS revenue, increase in ECR fund balance allocation, comp. time payout, transition to accrual, increase in grant revenue and expenditures
VETERAN AFFAIRS	(60,954)	-	(60,954)	Decrease in rent payments due to ERA
PUBLIC HEALTH	808,279	865,369	(57,090)	Comp. time payout, transition to accrual, increase in grant revenues and expenditures
PLANNING & DEVELOPMENT	23,600	100,085	(76,485)	Comp. time payout, transition to accrual, increase in solar fees (net against increase in solar expenditures in Board Other)
LIFTS	13,187	98,184	(84,997)	FY22 prepaids, CARES Act revenue
SOIL CONSERVATION	877	-	877	Comp. time payout
CONSERVATION	(3,124,207)	129,450	(3,253,657)	FY22 prepaids, delay in construction projects and equipment purchases, increase in LOST estimate net against decrease in bond proceed revenues delayed until FY23
CAPITAL PROJECTS	1,323,283	-	1,323,283	FY22 prepaids, Dayforce support, contingency
DEBT SERVICE	299,896	100	299,796	Adjust to actual FY22 bond payments
ENGINEER	320,308	1,565,957	(1,245,649)	Increase in material costs, cell service due to AVL and health insurance changes, increase in LOST estimate and assessment revenue; transition to accrual
Total LINN COUNTY	$ 3,527,864	$ 4,744,989	$ (1,217,125)	