

COUNCIL ACTION FORM

SUBJECT: SAFETY SERVICES CONTRACT FOR FY 2018/19

BACKGROUND:

The City has contracted with the Iowa Association of Municipal Utilities (IAMU) for over 15 years to provide safety training and OSHA compliance support to City staff. IAMU provides training regarding topics of importance to all City staff and provides specialized training for the unique activities undertaken by staff in different departments.

The City's current contract with IAMU is expiring June 30, 2018. The expiring contract is for an amount not to exceed \$134,000 for the 2017/18 fiscal year. In addition to the safety training services, IAMU provides OSHA compliance support, safety program review, accident investigation support and undertakes special projects at the request of division leaders and the Risk Manager. In years past, IAMU included the cost of the Safety Data Sheet (SDS) management program subscription in their quote. However, since this amount is paid directly to the vendor, it has been removed from their quote per the instruction of City staff. The amount for the subscription is approximately \$4,000.

Last year various City departments expressed concern about the quality of training services they were receiving. Because of this, the Risk Manager has met monthly with IAMU leadership. IAMU has taken steps to improve the quality of the training they provide. For example, IAMU;

- Assigned Individual trainers to each City department to maintain consistency. Other trainers may step in when specialty topics are taught or if the assigned trainer is absent.
- Assigned a City of Ames representative who will coordinate the departmental trainers and ensure consistency and quality of training
- Had their personnel assigned to the City of Ames account attend an overview of the City's Excellence Through People values and philosophy for all IAMU trainers who will work with City employees. This enabled IAMU staff an opportunity to understand the environment staff strives to create for City employees.
- Met monthly with the City Risk Manager to review issues and discuss projects.

Though improvement has been made in the quality of the training provided, City staff has proposed that the contract amount remain steady for FY 2018/19. The FY 2018/19 contract remains split into two six month terms of \$64,800 each (for a total of

\$129,600). Should City staff not be satisfied with the continued progress, the automatic renewal can be canceled, or the entire contract can be canceled at any time during the year with 60 days notice.

ALTERNATIVES:

1. Approve an agreement for a renewal of safety services with IAMU for an amount not to exceed \$64,800 for July 1 through December 31, 2018, and a renewal in the amount of \$64,800 for January 1 through June 30, 2019. This renewal will only take place should the City staff be satisfied with the work of the IAMU during the first six months of the contract.
2. Do not approve an agreement with IAMU, and direct City staff to find alternatives to provide safety training services.

MANAGER'S RECOMMENDED ACTION:

City staff has experienced issues with the delivery of safety services by IAMU. However, IAMU has listened to these concerns and has implemented steps City staff finds acceptable. During this contract period, IAMU's approach to the work and overall quality will be monitored. If City staff finds IAMU's continued progress unacceptable, staff will begin the process of identifying alternative methods to provide safety training services for City employees.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving an agreement for a renewal of safety services with IAMU for an amount not to exceed \$64,800 for July 1 through December 31, 2018, and a renewal in the amount of \$64,800 for January 1 through June 30, 2019. This renewal will only take place should the City staff be satisfied with the work of the IAMU during the first six months of the contract.

**CONTRACT FOR
PROFESSIONAL SERVICES FOR SAFETY AND TRAINING
FOR CITY OF AMES**

THIS AGREEMENT, made and entered into effective the 1st day of July, 2018, by and between the CITY OF AMES, IOWA, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and the Iowa Association of Municipal Utilities (IAMU) (a not-for-profit organization to support municipal utilities in Iowa, organized and existing pursuant to the laws of the State of Iowa and hereinafter called "Provider");

WITNESSETH THAT:

WHEREAS, the City of Ames has determined that certain services to be provided to the City of Ames and its citizens by Provider, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

**I
PURPOSE**

The purpose of this Agreement is to procure for the City of Ames certain services as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City of Ames for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

**II
SCOPE OF SERVICES**

Provider shall provide the services set out in the City of Ames, Iowa, Scope of Work, and Professional Services for safety related services for City of Ames attached hereto as Exhibit A. This contract only deals with the services provided by the IAMU's Safety Services Department and not with any other services from other departments within the IAMU association.

The City, without invalidating the Agreement, may direct changes in the project, within the general scope of the Agreement, with the authorized payment maximum being adjusted accordingly. The added cost or cost reduction to the City resulting from a change in the Agreement shall be determined by mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation, or by unit prices stated in the Agreement or subsequently agreed upon.

The Provider shall designate an employee to be responsible for communicating with the City's Risk Manager about City needs, special issues and to provide a quality control role among the department trainers. Provider shall assign a primary trainer for each department, and the list of those trainers shall be provided to the Risk Manager. Those primary trainers shall provide significantly all training for the assigned departments, except where necessary due to absence or lack of expertise. When it is necessary to utilize a trainer other than the assigned primary trainer for a department, Provider shall notify the affected Department contact and the Risk Manager as soon as reasonably possible. When necessary to assign an alternative trainer with advance notice the Risk Manager shall have the opportunity to approve the alternative trainer.

Provider shall make available all employees who shall provide direct training services to City employees under this Agreement to attend an overview of the City's Excellence Through People values philosophy in order to better prepare Provider's trainers to communicate and train within the City's adopted values. The City and Provider will coordinate schedules to arrange this overview for all Employees as soon as reasonably possible after the execution of this Agreement.

It shall be the responsibility of the provider, before proceeding with any change in scope, to verify that the change has been properly authorized on behalf of the City.

III METHOD OF PAYMENT

- A. Payments shall be made by the City of Ames in accordance with the Scope of Work, outlined in the attached Exhibit A.
- B. Work performed in addition to the Scope of Work outlined in Exhibit A shall be invoiced at the following rates:

Instructor, consulting and process consultant: of \$94hr.
Intern consultant: \$37/hr.
Miscellaneous supplies: reimbursed at cost

The maximum total amount payable by the City of Ames under this Agreement is \$64,800.00 for the first term of July 1, 2018 through December 31, 2018 and no greater amount shall be paid without written amendment. The maximum amount payable by the City of Ames if the Agreement is automatically renewed for an additional six months (January 1, 2019 through June 30, 2019) is \$64,800.00.

- C. Payment will be made monthly upon completion of the work and acceptance by the City of Ames. Provider shall submit a monthly invoice upon completion of the work. The invoice shall include a narrative of the work performed during the previous month and the planned work for the upcoming month. Invoices referencing the assigned purchase order number shall be sent to the following address:

City of Ames
Finance Dept. – Accounts Payable
PO Box 811
Ames, IA 50010

IV FINANCIAL ACCOUNTING AND ADMINISTRATION

A. All claims for payment shall be supported by properly executed payrolls, invoices, contracts, vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the City or its authorized representative.

B. All records shall be maintained in accordance with procedures and requirements established by the City Finance Director, and the City Finance Director may, prior to any payment under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the Provider for the purpose of determining changes and modifications necessary with respect to accounting for charges made hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final payment by the City.

C. At such time and in such form as the City may require, there shall be furnished to the City such statements, records, reports, data, and information as the City may require with respect to the payments made or claimed under this Agreement.

D. At any time during normal business hours, and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement and Provider will permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

V INSURANCE

A. The provider shall maintain insurance coverage in scope and amounts acceptable to the City's Risk Manager, who is the sole Owner's Representative.

B. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Ames, its officials, employees, or volunteers.

C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

D. Provider shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on standard insurance company forms or forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. To the fullest extent permitted by law the Provider shall indemnify and hold harmless the City of Ames, their agents, and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Provider, any Subcontractor, anyone directly or indirectly employed by any of them or any one for whose acts, any of them may be liable.

G. In no case will the Provider's coverage be constructed to provide coverage for acts of negligence alleged to be caused by the sole negligence of employees of the City of Ames.

VI PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION

Provider agrees to hold in trust and confidence any confidential and/or proprietary information or data relating to City business and shall not disseminate or disclose such confidential information to any individual or entity, except Provider's employees or subcontractors performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the City.

**VII
TERMINATION**

The City of Ames may terminate this Agreement without penalty to the City at any time by giving written notice to the Provider at least sixty (60) days before the effective date of such termination. In any case where the Provider fails in whole or in part to substantially perform its obligations or has delivered nonconforming services, the City shall provide a Cure notice. If after notice the Provider continues to be in default, the City may terminate this agreement immediately. The City shall only be obligated to compensate the Provider for compliant services performed prior to the effective date of termination.

**VIII
INDEPENDENT CONTRACTOR STATUS**

Provider agrees that the relationship between Provider and the City is that of an independent contractor for employment tax purposes. The Provider shall be solely responsible for all taxes relating to payments under this agreement including those of employees.

**IX
LAWS**

This contract is governed by the law of the State of Iowa with venue in Story County District Court.

**X
ASSIGNMENT**

This Agreement may not be assigned or transferred by the Provider without the prior written consent of the City.

**XI
AFFIRMATIVE ACTION**

Provider shall place on file with the City a statement of nondiscrimination policy in the form of a completed *Assurance of Compliance with the City of Ames, Iowa, Affirmative Action Program* satisfactory to the Affirmative Action Officer of the City.

**XII
DURATION**

This Agreement shall be in full force and effect from and after from July 1, 2018, through December 31, 2018, or, until terminated by the City of Ames, Iowa. This Agreement shall automatically renew for an additional term to last from January 1, 2019 through June 30, 2019 unless the City provides written notice to Provider of its intention to terminate the Agreement 60 days prior to the end of the original term.

IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

CITY OF AMES, IOWA

Iowa Association of Municipal Utilities

By: _____
John Haila, Mayor

By: _____
Troy DeJoode, Executive Director

Attest by: _____
Diane R. Voss, City Clerk

Doc: U/ 2008-219 FY 2018/2019 IAMU