

COUNCIL ACTION FORM

SUBJECT: SAFETY SERVICES CONTRACT FOR FY 2021/22

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, 2021. The expiring contract is for an amount not to exceed \$132,000 for the 2020/21 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.

IAMU has been very receptive of continuing improvements to the Safety Services program as requested by the City's Risk Manager. IAMU continues to improve its services to the City in line with the City's organizational values and works closely with the Risk Manager to ensure that the City's needs are being met.

IAMU has not requested an increase in fees for the upcoming year. The contract is structured into two six-month terms. The proposed cost is \$66,000 for each six-month term for a total of \$132,000. 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 renewal of an agreement for safety services with IAMU for an amount not to exceed \$66,000 for July 1 through December 31, 2021, and an automatic renewal in the amount of \$66,000 for January 1 through June 30, 2022.
2. Do not approve an agreement with IAMU, and direct City staff to find alternatives to provide safety training services.

CITY MANAGER'S RECOMMENDED ACTION:

City staff has worked closely with IAMU to ensure the quality of safety training fulfills regulatory requirements while embracing the values of Excellence Through People. During this contract period, IAMU's approach to the work and overall quality will continue

to 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, as described above.

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

THIS AGREEMENT, made and entered into effective the 1st day of July, 2021, 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, provided that a written amendment is mutually executed as set forth in Section III herein.

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 \$94/hr.
Intern consultant: \$37/hr.
Miscellaneous supplies: reimbursed at cost

The maximum total amount payable by the City of Ames under this Agreement is \$66,000.00 for the first term of July 1, 2021 through December 31, 2021 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, 2022 through June 30, 2022) is \$66,000.

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, 2021, through December 31, 2021, or, until terminated by the City of Ames, Iowa. This Agreement shall automatically renew for an additional term to last from January 1, 2022 through June 30, 2022 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
Director

Attest by: _____
Diane R. Voss, City Clerk

By:

Troy DeJooode, Executive

Doc: U/ 2008-2021 FY 2021/2022 IAMU

EXHIBIT A

SCOPE OF WORK PROFESSIONAL SERVICES OSHA PROGRAM REQUIREMENTS PROGRAM DEVELOPMENT AND SAFETY AND PROCEDURE TRAINING FOR CITY OF AMES HUMAN RESOURCES RISK MANAGEMENT PROGRAM

1. GENERAL

1.1 General Description:

1.1.1 The Iowa Association of Municipal Utilities (IAMU, contractor) shall provide professional services for program development and safety and procedure training and consultation for City of Ames. IAMU shall provide all components necessary to complete the work except as specified herein.

1.1.2 The objective of this contract is to improve the operating departments of the City to meet or exceed OSHA compliance requirements, reduce incidents and to provide training and consultation to employees in the respective departments, divisions, and work groups.

1.1.2.1 Operating departments include Electric Services, Water & Pollution Control, Parks & Recreation, CyRide, Public Works, and City Hall.

1.1.2.2 Each operating department includes multiple divisions or work groups.

1.1.3 IAMU will attend monthly safety team meetings at each designated department/division/work group. The purpose of IAMU in attending these meetings is to help facilitate discussion, research safety inquiries, and provide expertise and recommendations to safety procedures. If IAMU is unable to attend due to unforeseen circumstances, the meeting, at the City's discretion, will be rescheduled or cancelled.

1.1.4 IAMU will provide professional guidance on safety related goals.

1.1.5 IAMU will provide incident investigations as requested after employee incidents.

1.1.6 Only program development and presentation of said programs to City departments, and associated tasks required related to OSHA some EPA safety program requirements are included in the work.

1.1.6.1 IAMU may provide additional safety-related services to various City departments during the contract period. However, no resources identified for this OSHA

Program Requirements Program Development and Safety and Procedure Training shall be used to provide services not included in this contract.

1.1.6.2 Any service provided to the City by IAMU during the contract period that is not part of the OSHA Program Requirements Program Development and Safety and Procedure Training shall be provided under separate contract.

1.2 Term of Contract:

1.2.1 Services shall be provided from July 1, 2021, through December 31, 2021, unless cancelled per 1.2.2., automatically renewed for an additional six months January 1, 2022 through June 30, 2022.

1.2.2 The City's Risk Manager may terminate the entire Agreement prior to June 30, 2022, by giving written notice to IAMU at least 60 days before the effective date of such termination.

1.2.3 The plan shall include proposed dates and times for training sessions at each location during the contract period.

1.3 Owner:

1.3.1 The Owner is defined as the City of Ames, Iowa (City, City of Ames).

1.3.2 The Owner's Representative for this project is Bill Walton, Risk Manager, Human Resources Department; phone 515-239-5102.

1.4 The City of Ames will provide:

1.4.1 On-site work space for one IAMU staff person including a desk, table, or work station and a chair.

1.4.2 Internet access. Use of Internet shall be in accordance with City policies and procedures for City employees.

1.4.3 Use of standard building facilities and services including restrooms, lunchroom with vending machines, and standard custodial services.

1.4.4 Reproduction and printing services for classroom training activities and program reports.

1.5 All models, materials, programs, documentation, copyrightable work, discoveries, inventions, improvements, or other components or deliverables provided and/or developed by IAMU, resulting from the performance of IAMU's responsibilities and obligations pursuant to the Work are the property of the City of Ames. City of Ames

agrees not to redistribute copyrighted model plans obtained in this agreement for other than City use.

1.5.1 Contractor does hereby sell, assign, and transfer to the City the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work.

1.5.2 Contractor agrees to provide whatever assistance is necessary for the City to preserve its interests under this provision.

1.5.3 This provision shall survive expiration and termination of this Agreement.

1.6 Documents and reports furnished in electronic format shall be provided in format acceptable for future City of Ames use.

2. CONTRACTOR QUALIFICATIONS AND PROJECT TEAM

2.1 The contractor's personnel and management providing services under this contract shall be knowledgeable, trained, and certified or credentialed in their respective areas of expertise. The City reserves the right to perform investigations and monitor training presentations as may be deemed necessary to insure that competent persons will deploy continuous efforts to improve the quality of training presentations and safety consulting when performing the work.

2.2 Each IAMU staff person assigned to the Work shall all have a proven record of having successfully provided safety program development and training services similar in size and scope to those to be provided under this contract.

2.3 IAMU shall designate one representative to work on-site.

2.4 IAMU shall designate one supervisor/manager for the project.

2.5 IAMU shall provide additional qualified and competent staff as necessary to complete the work.

2.6 IAMU proposed staff assignments shall be approved by the Owner's representative prior to the monthly training. It is understood by the parties that based on unforeseen circumstances; the assignments may be changed.

2.7 IAMU employees shall be dismissed from the project by the Contractor when so requested by the City, and such persons shall be prohibited from returning to the project without the written consent of the City.

2.8 IAMU shall be responsible for the acts and omissions of all IAMU employees and all subcontractors, their employees, agents and agent's employees, and all other persons providing services under agreement with IAMU.

3. PROGRAM DEVELOPMENT

3.1 IAMU will develop new programs and review and update existing programs in City departments and divisions in order to ensure compliance with OSHA program requirements.

3.2 IAMU will establish or review and update written OSHA programs for City departments and divisions.

3.3 IAMU will establish or review and update safety processes that support and build the safety programs in City departments and divisions and will include City-specific examples and/or photographs in the delivery of training sessions.

3.4 IAMU will establish written OSHA safety programs and processes for City locations, including but not limited to City Hall, where multiple departments and divisions are located.

3.5 IAMU will formally solicit employee involvement and input in programs and processes to insure employee buy-in and to allow future updates to be made by City employees or others. This to be achieved by attending monthly safety committee meetings and/or direct contact within the departments.

3.6 IAMU will perform work on the following OSHA programs:

3.6.1 Continue the re-evaluate program risk assessment of Confined Space, the Blood Borne and the Emergency Action plans. Then make appropriate changes or recommendations to the program.

3.6.2 Perform a detailed audit and report for each department and then follow up with results and assistance to correct findings.

3.6.3 Continue the re-evaluate program risk assessment of Job Safety Analysis and Personal Protective Equipment. Then make appropriate changes or recommendations to the program.

3.6.4 Continue to evaluate the status of electrical panels for general compliance, and with arc flash rating regulations.

3.6.5 Evaluate and update machine specific Lockout – Tagout procedures.

3.6.6 Other programs as approved by the Owner’s Representative during the contract period.

3.7 IAMU will develop and include in all work the following, as applicable or as directed by the Owner’s Representative, for each program at each location.

3.7.1 Photographic record of all processes.

- 3.7.2 Audit forms, in both electronic and paper formats, for each work group.
- 3.7.3 Written presentation outlines, provided in both electronic and paper formats.
- 3.7.4 Records of discussions concerning ideas and opportunities to improve the quality and content of all written documents and visual presentations.
- 3.7.5 Inspection forms, in both electronic and paper formats.
- 3.8 IAMU shall perform various tests and analysis including but not limited to audiometric and air sampling.
- 3.9 IAMU shall provide professional assistance in the development of general safety policies and procedures.
- 3.10 All programs, forms, processes, and other work shall meet the applicable OSHA program requirements.
- 3.11 All programs, forms, and processes shall be specific to the using department/work group.
- 3.12 IAMU will review existing programs and processes for compliance with OSHA program requirements and provide written report to the Owner's Representative.
- 3.13 IAMU will prepare recommendations for program and process improvements and submit to Owner's Representative and applicable department/division/work group.
- 3.14 For each program at each department/division/work group, IAMU will provide a comprehensive training session.
- 3.15 IAMU will assist Risk Manager with safety reports.

4. SAFETY CONSULTATION AND PROCEDURE TRAINING

- 4.1 IAMU will, as part of the training allotted hours, assist managers and supervisors with safety related questions and/or activities. This includes establishing and supporting safety committees and attending the safety committee meetings.

4.2 IAMU will assist and/or conduct incident investigations, when requested by the City of Ames.

4.3 IAMU will prepare, arrange, and present monthly education classes and related consulting services to educate City employees on various OSHA health and safety issues, programs, and processes.

4.4 IAMU will conduct periodic meetings with departments, divisions, and work groups to plan training classes.

4.5 IAMU will conduct, per the training schedule, a training session each month at each City operating department/division/work group site. It is understood that City departments/divisions may cancel or reschedule training sessions based on their work schedules.

4.6 Monthly safety classes shall include training meeting or exceeding OSHA program requirements. Classes will be chosen and arranged by consultation with the individual departments and the Risk Manager, complying with the requirements of OSHA and relating to the specific needs of the department.

4.7 Each training session will be one-hour minimum duration and will include available outline and handouts for each participant.

4.8 When applicable, each training session shall include video and City-specific content, including documents, photographs and videos.

4.9 When possible, training sessions shall include practical or hands-on instruction.

4.10 By the 15th day of each month, IAMU will provide the Owner's Representative with a written summary of the previous month's training. Summary shall be provided in both electronic (Word and Excel) and hard copy formats suitable for inclusion in formal reports and retention in City records.

4.10.1 Annually, or as requested by City of Ames, Contractor will supply class outlines and handouts to Owner Representative.

4.10.2 IAMU will provide Owner Representative the sign-in sheet for each course presented, including:

4.10.2.1 Date.

4.10.2.2 Time of day and duration/length of class.

4.10.2.3 Instructor name.

4.10.2.4 Department, division, or work group name where class was presented.

4.10.2.5 Description/topic of class.

4.11 IAMU shall maintain a database of training sessions provided. IAMU, at the request of the Owner's Representative, will provide a summary of training by employee.

4.12 The database shall include a comprehensive record of training attendance for each employee in each department, division or work group where services have been provided by IAMU.

4.13 Database records shall include each employee's name, department, division, work group, dates of attendance at training sessions, duration of each class, and name/topic of each session attended.

4.14 By the 15th of each month, IAMU shall update database records to include all sessions presented the previous month.

5. PROGRESS AND STATUS REPORTING

5.1 The IAMU project supervisor/manager shall meet with the Owner's Representative at least once per month or as requested by the Risk Manager to review progress on written program development and monthly training topics.

6. INVOICING AND PAYMENT

6.1 This Agreement shall be on a Not To Exceed contract basis of \$132,000, or an estimated monthly amount of \$11,000.00.

6.2 An invoice representing the Agreement's "progress billing", in the estimated amount of \$11,000.00 shall be submitted by the 25th of each month for work performed the previous month.

6.3 The invoice shall be accompanied by the following:

- 6.3.1 a narrative of the work performed during the previous month,
- 6.3.2 the planned work for the upcoming month.

6.4 Any work performed outside the scope of the Agreement will be agreed to in advance by IAMU and the City, billable at rates as stated in the Agreement.

6.5 For work performed outside the scope of the Agreement, the invoice shall provide the following detail.

- 6.5.1 Date(s) work performed.
- 6.5.2 Time of day worked on each day including start time and completion time.
- 6.5.3 IAMU staff person name and work rate classification.
- 6.5.4 Department, division, work group name for which services were provided.
- 6.5.5 Description of work performed or service provided including program name.
- 6.5.6 City of Ames staff person designated as point of contact for the service.

Doc SOW IAMU 2021-2022
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