

Safety Services Consultant Agreement

This Safety Services Agreement (this “Agreement”) is entered into as of the ___ day of August, 2021 by and between the City of Bloomfield (hereinafter the “City”), and the Iowa Association of Municipal Utilities (hereinafter “IAMU”).

The City requires the services of IAMU to provide certain safety services outlined in this Agreement. In consideration of the agreements and covenants hereinafter set forth, the parties agree as follows:

1. IAMU’s Responsibilities; Performance of the Services. IAMU shall provide services and advice relating to safety (the “Services”) as set forth in the Scope of Work, attached as Schedule A hereto, which is hereby incorporated into and made part of this Agreement. In the event of a conflict between the terms of the Agreement and Schedule A, the terms of this Agreement shall prevail. City acknowledges and agrees that this Agreement, including Schedule A, sets forth the sole duties, tasks and obligations of IAMU and that City shall be solely responsible for performing all other duties, tasks and obligations that are not specifically identified in this Agreement as IAMU’s responsibility including, without limitation, the duties, tasks and obligations set forth in Section 2 below. Enforcement of all safety and health regulations shall be the sole responsibility of the City and shall not be the responsibility of IAMU.

2. City’s Responsibilities. As a condition to IAMU’s performance of the Services, City shall provide IAMU with access to City’s employees and facilities during City’s normal business hours and otherwise as reasonably requested by IAMU in order to facilitate IAMU’s ability to timely perform the Services; and perform such other duties and tasks as set forth on Schedule A. City acknowledges and agrees that its failure to perform or to timely perform any of its duties or obligations under this Agreement may affect the timing of Services to be provided by IAMU.

3. Compensation.

3.1 Fees. For the period from August 16, 2021 through July 31, 2023, the City shall pay to IAMU a fee of \$15,000.00 annually payable quarterly in the amount of \$3,750 for the Services rendered by IAMU. The first quarter of the first year will be prorated, August 16, 2021 – October 31, 2021. Quarterly fee will be invoiced August 1, November 1, February 1, May 1. If the agreement renews pursuant to paragraph 6 below, the fee payable to IAMU shall increase by 3% over the fee from the then current year.

3.2 Payment of Invoices. IAMU shall use reasonable efforts to bill the City on a quarterly basis. The City shall pay all non-disputed amounts incurred hereunder within thirty (30) calendar days after the date of IAMU’s invoice.

4. Independent Contractor. Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the parties for any purpose, including but not limited to, withholding for purposes of social security or income tax, or entitlement to vacation, insurance, retirement, or other employee benefits. The relationship of the parties is that of independent contractor and City, and is governed solely by this Agreement. Neither party is authorized to act as an agent for, or otherwise on behalf of the other party, and no action by either party shall bind the other party.

5. Services Warranty. IAMU warrants that it shall perform the Services in a professional and workmanlike manner. In the event IAMU fails to perform any Services, IAMU’s sole and exclusive obligation shall be to promptly take such action as may be reasonably necessary to correct such failure.

6. Term and Termination.

6.1 Term and Termination Without Cause. This Agreement shall commence on August 16, 2021, and shall remain in effect until July 31, 2023 unless renewed as set forth herein. After July 31, 2022 the renew date will be August 1 of each year. This Agreement shall automatically renew for additional one-year terms unless either party gives the other party written notice of termination sixty (60) days prior to the end of the initial term or any renewal. Any renewal shall be subject to the fee increases outlined in section 3.1 above.

6.2 Termination for Default. In the event of the failure of a party to perform any material obligation under this Agreement that is not cured within thirty (30) calendar days following receipt of written notice of such failure, the non-defaulting party shall have the right to terminate this Agreement and, subject to the terms of this Agreement, seek any and all rights and remedies available to it at law and in equity.

7. Insurance.

7.1 Insurance. Each Party shall name the IAMU as an additional insured on each party's liability policy upon the request of the IAMU.

8. Miscellaneous.

8.1 Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Iowa.

8.2 Notices. Any notice required or permitted to be delivered pursuant to this Agreement shall be in writing and shall be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via email, or (d) one (1) business day after deposit with a national overnight courier prepaid for overnight delivery, in each case addressed to the following:

If to IAMU:
Troy DeJoode
Executive Director
IAMU
1735 NE 70th Ave
Ankeny, Iowa 50021

If to City:
City Administrator
City of Bloomfield
111 W Franklin St
Bloomfield, IA 502537

8.3 Force Majeure. Each party shall be excused from performance under this Agreement and shall have no liability to the other party for any period it is prevented from performing any of its obligations, in whole or in part, as a result of delays caused by the other party, by an act of God, war, civil disturbance, court order, third party performance or nonperformance, strikes, work stoppages or other cause beyond its reasonable control, and such nonperformance shall not be a default under, or grounds for termination of, this Agreement. Notwithstanding the foregoing, if any of the above-enumerated circumstances prevent, hinder or delay performance of either party's obligations hereunder for more than thirty (30) calendar days, the party not prevented from performing may, at its option, terminate this Agreement without liability or penalty as of a date specified by such party in a written notice of termination to the other party.

8.4 Survival of Obligations. Termination of this Agreement for any cause shall not release either party from any liability that accrued on or before the date of termination or that may thereafter arise with respect to any act or omission occurring on or before the date of termination, or from any obligation that is expressly stated in this Agreement to survive termination of this Agreement.

8.5 Entire Agreement; Construction. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to the same subject matter. No modification, amendment or supplement to this Agreement shall be effective for any purpose unless agreed to in writing and signed by authorized representatives of the parties. If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect. No delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder shall operate as a waiver; any waiver must be in writing and signed by the party granting such waiver. The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any other breach or default. Headings contained in this Agreement are for convenience of reference only and shall not affect the meaning and interpretation of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

IAMU:

By: _____

Name: Troy DeJoode

Title: Executive Director

Date: _____

City of Bloomfield, Iowa

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A

SCOPE OF WORK PROFESSIONAL SERVICES OSHA PROGRAM REQUIREMENTS PROGRAM DEVELOPMENT AND SAFETY AND PROCEDURE TRAINING FOR CITY OF BLOOMFIELD

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 Bloomfield.
- 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 supplemental training and consultation to employees in the respective departments, divisions, and work groups.
 - 1.1.2.1 Operating departments include Community Development, Library, Parks & Recreation, Public Works, and Administrative Departments.
 - 1.1.2.2 Each operating department may include multiple divisions or work groups.
- 1.1.3 IAMU will coordinate and attend monthly safety training meetings as time permits.
- 1.1.4 IAMU will provide professional guidance on safety related goals.
- 1.1.5 IAMU will provide incident investigation training and will assist in investigations as requested after employee incidents.
- 1.1.6 Assistance in establishing safety team and a safety culture, 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.
 - 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 Owner:

- 1.2.1 The Owner is defined as the City of Bloomfield, Iowa (City, City of Bloomfield).

- 1.2.2 The Owner's Representative for this project is Richard Wilcox, Public Works Department.
- 1.3 The City of Bloomfield will provide:
 - 1.3.1 Use of a desk, table, or work station and a chair.
 - 1.3.2 Internet access. Use of Internet shall be in accordance with City policies and procedures for City employees.
 - 1.3.3 Use of standard building facilities and services including restrooms.
 - 1.3.4 Reproduction and printing services for classroom training activities and program reports.
- 1.4 All 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 Bloomfield. City of Bloomfield agrees not to redistribute copyrighted model plans obtained in this agreement for other than City use.
 - 1.4.1 Contractor agrees to provide whatever assistance is necessary for the City to preserve its interests under this provision.
 - 1.4.2 This provision shall survive expiration and termination of the Agreement.
- 1.5 Documents and reports furnished in electronic format shall be provided in format acceptable for future City of Bloomfield use.

2.0 Program Development:

- 2.1 IAMU will develop new written programs and review and update existing programs City of Bloomfield departments and divisions in order to ensure compliance with OSHA program requirements. Priority for the order of the program development, established by departmental interviews and a risk assessment.
- 2.2 IAMU will review annually and update written OSHA programs for departments and divisions.
- 2.3 IAMU will establish or review and update safety processes that support and build the safety programs in departments and divisions and will include specific examples and/or photographs in the delivery of training sessions. Processes include but not limited to job hazard analysis, PPE assessment, lockout / tagout procedures.
- 2.4 IAMU will establish written OSHA safety programs and processes for locations, where multiple departments and divisions are located.
- 2.5 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 employees or others. This to be achieved by attending monthly safety committee meetings and/or direct contact within the departments.

- 2.6 IAMU will perform work on the OSHA programs as determined by 2.1.
 - 2.6.1 Perform a detailed audit of facilities and report for each department and then follow up with results and assistance to correct findings.
 - 2.6.2 Other programs as approved by both parties.
- 2.7 IAMU will develop and include in all work the following, as applicable, for each program at each location.
 - 2.7.1 Photographic record of all processes.
 - 2.7.2 Audit forms, in both electronic and paper formats, for each work group.
 - 2.7.3 Written presentation outlines, provided in electronic format.
 - 2.7.4 Records of discussions concerning ideas and opportunities to improve the quality and content of all written documents and visual presentations.
 - 2.7.5 Inspection forms, in electronic format.
- 2.8 IAMU shall perform various tests and analysis including but not limited to audiometric.
- 2.9 IAMU shall provide professional assistance in the development of general safety policies and procedures.
- 2.10 All programs, forms, processes, and other work shall meet the applicable OSHA program requirements.
- 2.11 All programs, forms, and processes shall be standardized, as much as possible, to the using department/work group.
- 2.12 IAMU will review existing programs and processes for compliance with OSHA program requirements and provide written report to the City of Bloomfield.
- 2.13 IAMU will prepare recommendations for program and process improvements and submit to City of Bloomfield representative and applicable department/division/work group.
- 2.14 For each program at each department/division/work group, IAMU will provide a comprehensive training session.

3.0 Safety Consultation and Procedure Training:

- 3.1 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, if requested and time permits.

- 3.2 IAMU will assist and/or conduct incident investigations, when requested.
- 3.3 IAMU will prepare, arrange, and present education classes and related consulting services to educate employees on various OSHA health and safety issues, programs, and processes. It is understood that departments/divisions may cancel or reschedule training sessions based on their work schedules.
- 3.4 IAMU classes will be chosen and arranged by consultation with City of Bloomfield, complying with the requirements of OSHA and relating to the specific needs.
- 3.5 When applicable, each training session shall include City-specific content, including documents, photographs.
- 3.6 When possible, training sessions shall include practical or hands-on instruction.
- 3.7 Annually, IAMU will provide the City of Bloomfield with a summary of the previous year's training. Summary shall be provided in electronic (Excel) format suitable for inclusion in formal reports and retention in member records.
 - 3.7.1 IAMU will provide sign-in sheets for each course presented, including:
 - 3.7.2 Date.
 - 3.7.3 Duration/length of class.
 - 3.7.4 Instructor name.
 - 3.7.5 Department, division, or work group name where class was presented.
 - 3.7.6 Description/topic of class.

4.0 Record Keeping

- 4.1 IAMU shall maintain a database of training sessions provided. IAMU, at the request of the party representative, will provide a summary of training by employee.
- 4.2 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.
- 4.3 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.
- 4.4 By the 25th of each month, IAMU shall update database records to include all sessions presented the previous month. Party may request copy of training records anytime during the year.