

**Iowa Association of Municipal Utilities**  
**Iowa Safety Education Program Participant Agreement**

1. **Agreement.** This Iowa Safety Education Program (“ISEP”) participating member agreement (the “Agreement”) is between Iowa Association of Municipal Utilities (“IAMU”) and the undersigned participating member (“Participant”) (collectively the “Parties”). This Agreement contains the entire agreement between the Parties with respect to the program described herein and supersedes prior documentary or oral understanding. This Agreement may not be amended except by a document signed by both Parties specifically amending this Agreement.
2. **Education Services Provided.** IAMU will provide safety education classes throughout the state. Class offerings will also include a combination of in-person, webinar, and streaming formats. Participant shall have unlimited access for all of Participant’s employees to all safety education provided by IAMU through ISEP. All ISEP events shall be labeled as such, and these events shall be the only IAMU events that the Participant’s employees shall be eligible to participate in under this Agreement. Any additional events shall require additional fees, as provided with those events.
3. **OSHA Written Program Audits.** If requested by Participant, IAMU will periodically review the Participant’s mandatory OSHA written programs on a schedule no more frequently than as set out herein. IAMU staff will provide suggested corrections, updates and improvements to such programs but will not rewrite or redo the programs under this section.

Audit	Periodic Review every:
Mock OSHA Walkthrough	5 years
OSHA Recordkeeping Audit and Written Program Review	5 years
OSHA Noise Survey of Equipment	3 years

4. **Program and Process Templates.** Participant will have access to IAMU’s safety program and process templates including but not limited to Job Safety analysis, Personal Protective Equipment assessment, Energy Control procedures, and a variety of other model written programs.
5. **Class Information.** IAMU shall maintain a database of ISEP class sessions provided each year. Up to quarterly at the request of Participant IAMU will provide a summary of the previous year’s education for the Participant. The summary shall be provided in electronic format suitable for inclusion in formal reports and retention in member records. For each class the data will include:
  - a. Topic Title
  - b. Date Held
  - c. Duration
  - d. Instructor
  - e. Participant’s Employees in attendance
6. **Membership.** Participant must maintain a membership with IAMU to participate in this agreement.
7. **Term.** Participant shall have access to ISEP events from January 1, 2025 through December 31, 2025, and any renewal thereafter. This Agreement shall automatically renew for additional one year terms unless either of the Parties gives the other written notice of its intent to terminate the Agreement prior to October 1, 2025 and each October 1 of successive renewal period. Dyersville will remain in the Safety Group East Iowa until June 30, 2025, then will join ISEP on July 1, 2025.

8. **ISEP Events.** ISEP educational events will be held throughout the state of Iowa, at the discretion of IAMU. An expected schedule of topics, locations, dates and times will be published by each September 1<sup>st</sup> in any renewal year.
9. **Fee.** In order to participate in ISEP, the Participant shall pay a quarterly fee as designated in Exhibit A on January 1, 2025, April 1, 2025, July 1, 2025, and October 1, 2025. The quarterly fee for future years shall be provided to the Participant on or before September 1<sup>st</sup> of each year.
10. **ISEP Advisory Committee.** Education topics, locations, dates and times will be at the discretion of IAMU staff. An ISEP Advisory Committee, made up of one employee from a minimum of ten Participants shall be formed to provide advice and counsel to IAMU staff regarding educational topics offered through ISEP. Final approval of the topics, locations, dates and times shall be at the discretion of IAMU staff.
11. **Force Majeure.** IAMU shall be excused from performance under this agreement if it cannot complete the services contemplated above because of acts of God, strikes, lockouts, or other conditions beyond its control. Should IAMU invoke this Force Majeure clause Participating Member shall be excused from paying the quarterly fee otherwise required for so long as the Force Majeure is in effect.
12. **No Warranty Provided.** IAMU cannot and does not provide any warranty of any kind with ISEP participation. ISEP participation does not guarantee safety incidents or accidents will not occur or that Participant's employees will not be injured on the job.
13. **Indemnification.** Participant shall hold IAMU harmless from, and indemnified for, any losses, claims, or injuries arising out of the construction, operation, repair or maintenance of the Participant's operations.
14. **Agreement Binding on Successors.** This agreement shall be binding upon and shall inure to the benefit of IAMU and Participant and its successors and assigns.

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**Exhibit A**

Participant's Annual amount will be \$7,800. Participant will be billed quarterly at an amount of \$1,950 beginning July 1, 2025 and continuing on quarterly thereafter as referenced in the above agreement. Future quarterly amounts due will be given to participant by September 1 of each year.

Signature	Date
Name: _____	
Title: _____	

Iowa Association of Municipal Utilities

Troy DeJoode	Date
Executive Director	

**Sign and Return to IAMU, either by:**  
**Preferred:** Scan and email to [dhraha@iamu.org](mailto:dhraha@iamu.org)  
Dave Hraha  
IAMU  
1735 NE 70th Ave.  
Ankeny, IA 50021