

RESOLUTION NO. 64-20

A RESOLUTION APPROVING SGEI AND IAMU AGREEMENTS
AND APPOINTING THE CITY ADMINISTRATOR AS A SGEI DELEGATE

WHEREAS, the City of Dyersville desires to provide safe working conditions for its employees, minimizing accidents and reducing risks and losses; and

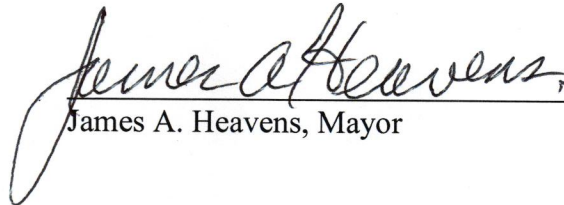
WHEREAS, a comprehensive safety program, including written policies of the City is a necessary part of providing safe working conditions and minimizing accidents, risk and losses; and

WHEREAS, a written plan for the formation of the Safety Group East Iowa (SGEI) and Iowa Association of Municipal Utilities (IAMU) Agreement has been prepared;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF DYERSVILLE, IOWA

1. The SGEI and IAMU agreements are accepted and approved by execution of this resolution by the council.
2. That management are hereby authorized to participate in the (SGEI).
3. City Administrator Mick Michel is appointed as the delegate to SGEI.
4. Public Works Director John Wandsnider is appointed as the alternate to SGEI.

Passed and approved September 21, 2020.


James A. Heavens, Mayor

Attest:


Tricia L. Maiers, City Clerk

CHAPTER 28E JOINT INTERGOVERNMENTAL ACTION AGREEMENT PROVIDING FOR A SAFETY GROUP EAST IOWA

THIS AGREEMENT ("**Agreement**") is entered into pursuant to Iowa Code Chapter 28E by and between the undersigned cities, city utilities, and other public or private agencies which agree to become a party to this Agreement in accordance with the terms of this Agreement. The various cities, city utilities and private agencies which may from time to time become a party to this Agreement are each individually referred to in this Agreement as a "**party**", and collectively as the "**parties**".

WHEREAS, the parties desire to enter into this Agreement pursuant to Iowa Code Chapter 28E in order to provide for joint and cooperative action among the parties for purposes of procuring safety services at an affordable price and to reduce future safety-related liabilities;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I PARTICIPATION

Section 1. Participation and Administration. Any public or private agency may become a party to this Agreement with the consent of the other parties. Each of the parties to this Agreement shall be a member in good standing of the Iowa Association of Municipal Utilities ("IAMU"). IAMU shall be the Administrator of this Agreement and shall provide safety services to the parties jointly pursuant to a services Agreement. This Agreement does not establish a separate legal entity, and no real or personal property shall be acquired, held, or disposed of under this Agreement.

Section 2. Initial Parties. The initial parties of the Safety Group East Iowa are the City of Eldridge, the Eldridge Electric and Water Utilities, the City of Mount Vernon, the City of Solon, the City of Tipton, the City of West Liberty, and the City of Wilton.

Section 3. Additional Parties. Any public or private agency may, on a quarterly basis, become an additional party with the consent of at least two thirds of the other parties provided that such additional party provides (1) written evidence of adoption of a resolution by the governing body of the party approving and joining this Agreement, (2) notice of intent to participate given to IAMU at least 30 days prior to the start of the calendar quarter during which the party intends to begin participation, (3) remission of the additional party's allocated cost share as determined pursuant to Article IV of this Agreement, and (4) an executed addendum to this Agreement in form and content approved by IAMU.

Section 4. Withdrawal. Any party may withdraw from this Agreement on an annual basis and may do so by providing (1) written evidence of adoption of a resolution by the governing body of the party withdrawing from this Agreement, (2) notice of intent to withdraw given to IAMU no later than January 1 during which the party intends to end participation of the coming fiscal year, beginning July 1, (3) remission of the party's allocated cost share as determined pursuant to Article IV of this Agreement, and (4) an executed addendum to this Agreement in the form and content approved by IAMU. No initial party, as listed in Section 2 of this Article, may withdraw from the Agreement prior to June 30, 2023.

Section 5. Expulsion. A party may be expelled from this Agreement for cause upon a two thirds majority vote of the other parties at a meeting of the Coordinating Committee. For purposes of this

Section 5, "for cause" means a material failure to comply with the terms of this Agreement including a failure to timely remit payments for the party's allocated share of costs or failure to participate in safety related functions.

Section 6. Duration. This Agreement shall be in effect as long as at least two parties remain and wish to procure and coordinate safety services.

Section 7. Termination. This Agreement may be terminated by a unanimous vote of the parties at a meeting of the Coordinating Committee established in Article III of this Agreement.

ARTICLE II PURPOSE

The purpose of this Agreement is to provide for joint and collective action among the parties to procure and coordinate safety and related services from IAMU and to fairly allocate the costs of those services among the parties. By procuring and coordinating safety and related services, the parties will ensure the safety of municipal employees, protect members of the public, and better care for public property in a manner that is consistent with the best interests of municipal utilities and their customers.

ARTICLE III COORDINATING COMMITTEE

Section 1. Coordinating Committee. Each entity that is a party to this Agreement shall be entitled to appoint one representative to the Coordinating Committee ("Committee"). If a city and a municipal utility in that city are each parties to this Agreement, then the city and the municipal utility in that city shall appoint one representative each. Only one representative from a city/utility may be an officer of the coordinating committee, unless approved by two-thirds of the Coordinating Committee. The Committee shall participate in training meetings, communications, and discussions with other members and with IAMU. The Committee shall hold an annual meeting each year on or after September 1. A Chairperson shall be selected at the annual meeting. The Committee may hold other meetings from time to time during the year at the call of the Chairperson. Representatives that cannot participate may name an alternate to participate. A majority of the parties to this Agreement shall constitute a quorum for purposes of the annual meeting.

Section 2. Coordinating Committee Duties. The Committee may plan and execute safety coordination activities on behalf of the parties, including the following actions and activities:

1. Setting goals and priorities for training pursuant to this Agreement;
2. Making recommendations on additional parties;
3. Making and entering into service agreements on behalf of the parties;
4. Evaluating training services and recommending changes or improvements;
5. Estimating the costs of service agreements and other expenses, and allocating all costs and expenses among the parties, including approving cost allocations pursuant to Article IV of this agreement;
6. Such other planning and coordinating activities as may be determined by the Coordinating Committee to efficiently meet the needs of the parties;
7. Forming subcommittees, from time to time, for other purposes.

ARTICLE IV COSTS

Section 1. Initial Cost Allocation. The initial parties to this agreement, as described in Article I, Section 2 of this agreement, shall allocate the safety and related service costs among them according to the following steps:

1. Determine the total cost of service agreements with IAMU for providing safety and related services and any other related costs or expenses.
2. Determine the population of each party at the most recent decennial census. If a city and a municipal utility in that city are each parties to this agreement, one half of the city's population shall be assigned to the city party and one half to the municipal utility party.
3. Determine the total population of the parties by adding together the population of each of the initial parties.
4. Determine each party's proportionate share by dividing the population assigned to each party in step 2 by the total population of all parties determined in step 3.
5. Allocate to each party a share of the total costs determined in step 1 that is proportional to that party's share of the total population determined in step 4.
6. The total amount allocated to all parties in step 5 shall equal the total cost of all amounts determined in step 1.

Section 2. Reallocation of Costs. Each time the parties to this agreement change, the costs shall be reallocated pursuant to this section.

1. If an additional party joins or an existing party withdraws, the costs for all parties shall be reallocated according to steps described in Section 1 of this article and the new cost share shall be applicable upon reallocation.
2. If, at the time an additional party joins, the total cost of all service agreements with IAMU is less than the amount necessary to employ a full time safety coordinator, then the Coordinating Committee and IAMU may amend any existing service agreements by increasing the total cost of such service agreements.
3. If the Coordinating Committee and IAMU amend the total cost of such service agreements under number 2, then such amendments shall be designed to keep the amount allocated to the existing parties substantially the same as their costs prior to reallocation and the amount of any increase shall to the extent feasible be allocated to the additional party.
4. The Coordinating Committee and IAMU shall not increase the total cost of a service agreement beyond the amount necessary to employ a full time safety coordinator.
5. Upon the withdrawal of an existing party, the Coordinating Committee and IAMU may amend any existing service agreements by decreasing the total cost of such service agreements.
6. If the Coordinating Committee and IAMU amend the total cost of a service agreement under number 5, then such amendments shall be designed to keep the amount allocated to the existing parties substantially the same as their costs prior to reallocation.

Section 3. Cost Allocation Schedule. The Committee shall review and approve at the annual meeting the cost allocation amounts determined pursuant to Section 1 of this Article. Costs shall be allocated to the parties at least annually and may be reallocated during the year as necessary. However, upon the acceptance of additional parties to this agreement pursuant to Article I, the costs shall be reallocated as described in Section 1 of this Article. The Committee may amend the base participation fee from time to time upon a three fourths majority of those present and voting.

Section 4. Payments. Parties shall remit payments to IAMU on a quarterly basis according to the cost allocation amounts determined pursuant to Section 1 of this Article.

Section 5. Insurance. Each Party shall name the IAMU as an additional insured on each party's liability policy upon the request of the IAMU.

ARTICLE V AMENDMENTS

This agreement may be amended from time to time upon the approval of the parties. However, the acceptance of additional parties shall be as described in Article I of this Agreement and shall not require a written amendment to the Agreement or further action by the initial parties.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 1. Governing Law. This Agreement is entered into and performable in substantial and material part in Iowa and shall be governed by and construed in accordance with the laws of the State of Iowa, and in particular Iowa Code Chapter 28E, but without regard to the provisions thereof relating to conflicts of law or choice of law.

Section 2. Relationship of Parties Limited. Nothing contained in this Agreement, and no action taken, failed, or omitted to be taken by any party pursuant hereto shall be deemed to constitute the parties a partnership, an association, a joint venture or other entity. In no event shall any party be liable or responsible for any debts, liabilities or obligations of any kind or nature of any other party.

Section 3. Liability Limited. No party shall be liable for any actions taken pursuant to this Agreement, and no assets or properties of any party shall be liable for, or otherwise in any way subject to, any lien or other action of any creditor of any other party or any creditor arising from actions taken pursuant to this Agreement. IAMU, as the Administrator of this Agreement, shall have no liability under this Agreement to any party except only for any acts that are determined by a final, non-appealable judgement of an Iowa court to have constituted recklessness or intentional violation of law.

Section 4. Construction. This Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation. The titles or captions of sections and paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part of this Agreement for purposes of interpreting or applying this Agreement and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. The words "include" and "including" are used in this Agreement in a nonexclusive manner and fashion, that is to include, but without limitation, the facts, items or other matters in question. Any references to a "Section" in this Agreement are to the referenced Section of this Agreement, unless expressly stated otherwise. Words and phrases in this Agreement shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.

Section 5. Counterparts. This Agreement, or any addendum to this Agreement, may be executed in counterparts (including by PDF, e-mail or facsimile transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Section 6. Severability. In the event that any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable as written, but valid, legal and enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be valid, legal and enforceable and it shall be enforced to that extent. Any finding of invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render illegal or unenforceable such provision in any other jurisdiction.

Section 7. Entire Agreement. This Agreement constitutes the entire Agreement among the parties pertaining to the subject matters hereof and supersedes all negotiations, preliminary Agreements and all prior or contemporaneous discussions and understandings of the parties in connection with the subject matters hereof.

Section 8. Filings. This Agreement, and any amendment, modification, or notice of termination of this Agreement, shall be filed in accordance with Chapter 28E of the Code of Iowa.

IN WITNESS WHEREOF, the parties have entered into and executed this Agreement effective as of June 10, 2020.

[SIGNATURE PAGES FOLLOW]

*TO BE APPROVED BY RESOLUTION OF THE GOVERNING
BODY OF THE ADDITIONAL PARTIES*

ADDITIONAL PARTIES MEMBERSHIP ADDENDUM TO
CHAPTER 28E JOINT INTERGOVERNMENTAL ACTION AGREEMENT
PROVIDING FOR SAFETY GROUP EAST IOWA

THIS ADDENDUM & AGREEMENT, entered into this _____ day of _____, 2020, by and between the undersigned cities, city utilities, and other public or private agencies, is for the purpose of providing a means by which the parties may jointly and cooperatively proceed under the provisions of Chapters 28E, *Code of Iowa*, to become a member of and participate in the Safety Group East Iowa. The various cities, city utilities and private agencies which may from time to time become a party to this Agreement are each individually referred to in this Agreement as a "party", and collectively as the "parties".

This Agreement shall be effective upon its execution and filing with the Secretary of State of the State of Iowa as provided in Sections 28E.8, *Code of Iowa*.

The Parties agree to be bound by the terms and conditions of the Chapter 28E Joint Intergovernmental Action Agreement Providing for Safety Group East Iowa. The Parties agree to be bound by such other rules and regulations as may from time to time be adopted by the SGEI Coordinating Committee, including but not limited to the Safety Service Agreement between SGEI and the Iowa Association of Municipal Utilities.

There are specific provisions relating to membership in and withdrawal from Chapter 28E Joint Intergovernmental Action Agreement Providing for Safety Group East Iowa. The Parties acknowledges receipt and approval of each of those documents and agrees to make payment of all amounts due to SGEI on or before its withdrawal, and further agrees that all contracts, separate agreements and obligations of Member shall survive its withdrawal from SGEI.

IN WITNESS WHEREOF, the parties hereto do execute this Application and Agreement for Membership in SGEI by resolution of the respective governing bodies as of the day and year first above written.

Safety Group East Iowa

By: _____
Chair, SGEI Coordinating Committee
Scott Kleppe, City of Solon

DYERSVILLE, CITY OF

BY: James A. Heavens
Title: Mayor JAMES A. HEAVENS

**SIGNATURE PAGE FOR
SAFETY GROUP EAST IOWA CHAPTER 28E AGREEMENT
AMENDMENT TO 28E
ADDITIONAL PARTICIPANT**

Safety Services Agreement

This Safety Services Agreement (this "Agreement") is entered into as of the 18th day of June, 2020 by and between the parties comprising the Safety Group East Iowa, an Iowa Code Chapter 28E joint governmental action agreement, (hereinafter the "SGEI"), and the Iowa Association of Municipal Utilities (hereinafter "IAMU").

The SGEI 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. SGEI acknowledges and agrees that this Agreement, including Schedule A, sets forth the sole duties, tasks and obligations of IAMU and that SGEI 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 individual parties of SGEI and shall not be the responsibility of IAMU.

2. SGEI's Responsibilities. As a condition to IAMU's performance of the Services, SGEI shall provide IAMU with access to SGEI's employees and facilities during SGEI'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. SGEI 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 through July 1, 2020 and ending June 30, 2021, the SGEI shall pay to IAMU an amount of \$74,000.00, as additional parties join the rate will increase but not to exceed \$130,000.00, payable quarterly in an amount determined and allocated pursuant to SGEI 28E Agreement, for the Services rendered by IAMU.

For the period through July 1, 2021 and ending June 30, 2022, the SGEI shall pay to IAMU an amount of \$75,850.00, as additional parties join the rate will increase but not to exceed \$133,250.00, payable quarterly in an amount determined and allocated pursuant to the 28E Agreement, for the Services rendered by IAMU.

For the period through July 1, 2022 and ending June 30, 2023, the SGEI shall pay to IAMU an amount of \$77,750.00, as additional parties join the rate will increase but not to exceed \$136,600.00, payable quarterly in an amount determined and allocated pursuant to the 28E Agreement, for the Services rendered by IAMU.

For all subsequent calendar years, if the parties agree to renew this agreement pursuant to paragraph 6 below, the SGEI shall pay to IAMU an amount not to exceed the amount of fees billed during the previous year plus either 3% or the increase in costs determined pursuant to the most recent available Consumer Price Index (CPI) for the Urban Midwest, whichever is greater.

3.2 Payment of Invoices. IAMU shall use reasonable efforts to bill the parties to the SGEI agreement on a quarterly basis. The SGEI shall pay all non-disputed amounts incurred hereunder within thirty (30) calendar days after the date of IAMU's invoice. IAMU shall bill the individual parties of SGEI in the amount determined and allocated under the SGEI 28E Agreement. If at any time IAMU is unable to deliver or perform the services warranted pursuant section 5 of this agreement because of staff turnover, then IAMU shall toll, prorate, or refund invoiced amounts for any period of time in which the delivery of services is interrupted.

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 SGEI, 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 July 1, 2020 or sooner upon mutual agreement of the parties, whichever is later in time and shall remain in effect until June 30, 2023. This Agreement shall automatically renew for additional one-year terms unless and until either party gives the other party written notice of termination sixty (60) days prior to the end of the initial term or any renewal term. Any renewal shall be subject to the fee increases described in paragraph 3 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 – IAMU. IAMU shall obtain and maintain in continuous effect during the term of this Agreement with the SGEI and while any of the obligations remain unsatisfied, the insurance coverages, limits, waivers and endorsements and shall provide the SGEI with a certificate of insurance showing such coverages prior to execution of this Agreement.

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, with a confirmation copy sent via overnight mail; or (d) one (1) business day after deposit with a national overnight courier, in each case addressed to the following:

If to IAMU:
Troy DeJoode
IAMU Executive Director

1735 NE 70th Ave.
Ankeny, Iowa 50021

If to SGEI, notice shall be delivered to the offices of each of the parties to the 28E Agreement.

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.

8.6 Non-Discrimination. Neither IAMU or the SGEI shall discriminate or permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, creed, national origin, gender, age, sex, religion, sexual orientation, gender identity, disability, or familial status and shall furnish evidence of compliance with this provision when so requested by the other party.

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

FOR SGEI


Chair - Name: Scott Kleppe

6/18/2020
Date

Vice Chair - Name:

Date

Secretary - Name:

Date

FOR IAMU

Executive Director - Troy DeJode

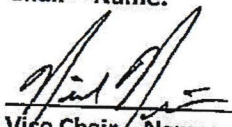
Date

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

FOR SGEI

Chair - Name: _____

_____ Date _____


Vice Chair - Name: Nick Nissen

6/18/2020
_____ Date _____

Secretary - Name: _____

_____ Date _____

FOR IAMU

Executive Director - Troy DeJoode

_____ Date _____

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

FOR SGEI

Chair -- Name:

Date

Vice Chair -- Name:

Date

Tony Rupe
Secretary -- Name: Tony Rupe

6/10/20
Date

FOR JAMU

Troy DeLoode
Executive Director -- Troy DeLoode

6/19/20
Date

Schedule A
Scope of Work

1.0 General Description:

- 1.1 IAMU shall provide professional services for program development and safety and procedure training and consultation for SGEI. IAMU will hire a safety professional and that person will live in the SGEI area.
- 1.2 The objective of this agreement is to improve the operating departments of the SGEI parties 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.
- 1.3 IAMU will coordinate and attend monthly safety training meetings with SGEI as time permits.
- 1.4 IAMU will provide professional guidance on safety related goals.
- 1.5 IAMU will provide incident investigation training and will assist in investigations, when requested, after employee incidents.
- 1.6 Assistance in establishing safety team and a safety culture, program development, and presentation of said programs to departments, and associated tasks required related to OSHA and some EPA safety program requirements are included in the work.
 - 1.6.1 IAMU may provide additional safety-related services to various departments during the contract period.
 - 1.6.2 Any service provided to SGEI 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 and using other IAMU personnel.

2.0 Program Development:

- 2.1 IAMU will develop new written programs and review and update existing programs in Parties 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 Parties departments and divisions.
- 2.3 IAMU will establish or review and update safety processes that support and build the safety programs in Parties 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 Parties 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 the Coordinating Committee during the contract period.
- 2.7 IAMU will develop and include in all work the following, as applicable or as directed by the Coordinating Committee, 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 parties representative.
- 2.13 IAMU will prepare recommendations for program and process improvements and submit to parties 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.

- 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 SGEI members, 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 parties of SGEI 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 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.
 - 4.1 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.
 - 4.2 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.
 - 4.3 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.

EIASSO Estimated Costs 11 Entities
\$130,000

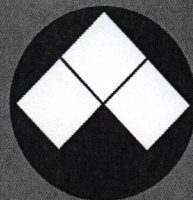
5/11/2020

| <u>Town</u> | <u>Population</u> | <u>Proportionate Share</u> | <u>-</u> | <u>Total</u> |
|-----------------------------------|-------------------|----------------------------|----------|--------------|
| | | | | |
| | | 0.00% | | \$0 |
| Eldridge, City of | 2,826 | 7.43% | | \$9,287 |
| Eldridge Electric & Water Utility | 2,826 | 7.43% | | \$9,287 |
| Mt. Vernon, City of | 4,506 | 11.85% | | \$14,809 |
| Solon, City of | 2,587 | 6.80% | | \$8,502 |
| Tipton City of | 3,221 | 8.47% | | \$10,586 |
| West Liberty, City of | 3,736 | 9.82% | | \$12,278 |
| Wilton, City of | 2,802 | 7.37% | | \$9,209 |
| Anamosa | 5,391 | 14.17% | | \$17,717 |
| Dyersville | 4,220 | 11.10% | | \$13,869 |
| Maquoketa, City of | 2,960 | 7.78% | | \$9,728 |
| Maquoketa, MU | 2,960 | 7.78% | | \$9,728 |
| Total | 38,035 | 59.17% | | \$125,000 |

96% of the persons time

\$125,000.00

The above proportionate share was calculated as per the 28E, Article IV, Costs and as referenced in Service Agreement - Scope of Work, 3 Compensation, Fees.



IOWA ASSOCIATION OF
MUNICIPAL UTILITIES



IAMU
SAFETY SERVICES
Education, Training, & Consultation to Keep You Safe

Safety & Health Management Services

IAMU is offering the opportunity to take your safety programs to the next level by offering a Safety & Health Management Services 28E agreement that establishes a dedicated Regional Safety Coordinator to live and work in your geographic area. This innovative model provides for intensive and effective safety & health management services to communities large and small. Our program offers a consistent and comprehensive safety program for all city departments.

Compare the existing IAMU training services with the new Regional Safety Coordinator services:

| Service | Existing Safety Group Services | New Management S&H Services |
|---------------------------------------------------------------------------------|--------------------------------|-----------------------------|
| Face-to-face training | Yes | Yes |
| Classes in your geographic area | Yes | Yes |
| Tracking of class attendance | Yes | Yes |
| Electric utility safety training | Yes | Yes |
| Health testing – hearing, respiratory | Yes | Yes |
| OSHA inspection assistance | Yes | Yes |
| Incident investigation | * | Yes |
| Assist establishing safety team | * | Yes |
| Assist building safety culture | * | Yes |
| Assist with safety purchases | * | Yes |
| Customize written safety programs and annual review | * | Yes |
| Create machine specific lockout / tagout procedures | * | Yes |
| Customized job hazard analysis | * | Yes |
| Customized PPE assessments | * | Yes |
| Audit work zones for hazards | * | Yes |
| Audit buildings for hazards | * | Yes |
| Equipment operations assessment | * | Yes |
| Industrial hygiene testing: ergo, silica, noise, asbestos | * | Yes |
| Machine guarding assessment | * | Yes |
| Assist developing safety policies and procedures | * | Yes |
| Assist managers on safety matters | * | Yes |
| City specific education for your hazards | NA | Yes |
| Recordkeeping assistance | NA | Yes |
| Safety professional on call, living in your area | NA | Yes |
| Saving resources and capital by not having to hire your own safety professional | NA | Yes |

*Fee for Service

Contact Dave Hraha dhraha@iamu.org
or 515.289.1999 for further details

**Proudly Supporting &
Strengthening
Iowa's Municipal Utilities**

www.iamu.org