

## COMPLIANCE SERVICES AGREEMENT

This Compliance Services Agreement (“Agreement”), dated November 9, 2023 is entered into between Municipal Electric Utilities of Wisconsin, Inc. (“MEUW”), a nonprofit corporation organized under Wisconsin law, and the City of Kaukauna, a political subdivision of the State of Wisconsin (“Client”).

### RECITALS

**WHEREAS**, the MEUW's Regional Safety Program helps municipal employers achieve and maintain a high level of compliance with workplace health and safety standards under state and federal laws and regulations; and

**WHEREAS**, Client is a Wisconsin municipality interested in participating in MEUW's Regional Safety Program in order to provide its employees with high-quality safety compliance training in a cost-effective manner.

**NOW, THEREFORE**, for good and valuable consideration, MEUW and Client do hereby agree as follows:

### AGREEMENT

1. Services: MEUW will provide and deliver for the term of this Agreement the services of its team of safety professionals, which may include Regional Safety Coordinators (“RSC”) or MEUW employees with other titles. The assigned resources will comply with the job tasks outlined on Schedule 1 of the Agreement (“Services”). Services not expressly set forth in this Agreement are excluded, unless otherwise provided by mutual agreement of the parties, as provided in Section 3, below. Such Services will be provided to the department(s) of Client listed on Schedule 2 of this Agreement.
2. Term: This Agreement shall commence on 01/02/2024 (“Effective Date”) and continue for an Initial Term of two years ending on 12/31/2025 (“Expiration Date”). The Agreement may be renewed by the Client for an additional term of one or two years following the Expiration Date by provision of sixty (60) days written notice (“Renewal Term”). The Initial Term and the Renewal Terms are collectively referred to as the "Term." Either party may terminate this Agreement by giving written notice at least sixty (60) days prior to the Expiration Date or the end of the Renewal Term, as applicable. Termination will then be effective on the Expiration Date or the end of the Renewal Term. Notwithstanding the foregoing, either party may terminate this Agreement following a material breach by the other party that remains uncured after ten (10) days' written notice from the non-defaulting party.
3. Amendment: This Agreement may be amended or modified upon the mutual agreement of both parties, but only if in writing. Such amendment or addendum shall be signed, dated and appended to this Agreement.

4. Term and Compensation: For the Services, Client agrees to pay MEUW an annual fee of \$28,500 ("Annual Fee") for the Initial Term. If the Client chooses to opt for a Renewal Term of two years, the Annual Fee will remain the same for the Term of the Agreement. If the Client prefers to opt for a one-year Renewal Term, the applicable Annual Fee may be higher. Information on such an Annual Fee increase will be available upon request ninety days prior to the end of the then applicable Term.
  - a. Payment of the Annual Fee is due thirty (30) days prior to the beginning of each service year during the Term.
  - b. In the event the individual designated to deliver Services to Client terminates employment with MEUW, the Client will receive a pro-rated credit equal to eighty percent (80%) of the Annual Fee for the time period when the position is vacant. MEUW agrees not to withhold delivery of Services that are critical and/or time-sensitive to the Client during this time period.
  - c. The above program cost is intended to be all inclusive.
5. Delivery of Services: The Annual Fee constitutes a Twenty percent (20%) share of MEUW's cost to employ the RSC and support the Services identified on Schedule 1. The service level under this Agreement allocated to Client is the applicable share of the RSC's work days per month. Work-day calculations include time the RSC spends attending continuing education, MEUW meetings, and other off-site meetings, as well as time spent on administrative duties, all of which MEUW deems integral to the performance and delivery of Services, but excluded holidays, vacation, and sick days.

Upon receiving notice from Client of a serious incident or unannounced inspection by the Wisconsin Department of Safety and Professional Services ("DSPS"), the RSC will respond as soon as practicable to a location designated by Client. In the event of an incident that triggers MEUW's Mutual Aid Program, the RSC and other MEUW staff shall be available on a 24/7 basis for assistance.

In the event more than one serious incident or unannounced inspection by the DSPS occurs simultaneously within the territory of the Client's RSC, RSC shall determine which client(s) to assist first, based on gravity of the situation or such other circumstances as RSC in his/her reasonable discretion deems appropriate. Client shall respect the RSC's decision on which client(s) to assist first.

Normal working hours each day the RSC is at Client's location is eight (8) hours, except that any one-way travel time that is above 30 minutes from the RSC's home location to the Client's location is considered work time.

6. Client Obligations: Client shall be responsible for the following:
  - a. Provide work space for RSC when he/she is on site;
  - b. Provide a file cabinet for safety recordkeeping on-site;
  - c. Provide copier and internet access for RSC when he/she is on-site;
  - d. Provide limited clerical support for RSC;
  - e. Schedule required training for employees as recommended and delivered by RSC;

- f. Provide employee accountability support regarding safety infractions as mutually agreed by RSC and Client's management personnel;
  - g. Establish and maintain a Safety Committee comprised of Client employees;
  - h. Schedule participation of employees in regular safety meetings;
  - i. Provide appropriate feedback to MEUW management throughout the year, regarding the RSC's performance when necessary;
  - j. Complete the annual written evaluation of services of MEUW and the RSC; and
  - k. Provide to MEUW, in a timely manner, any information that MEUW reasonably requests as necessary to perform the Services. It is understood and acknowledged that MEUW may rely on the accuracy of information provided by Client and its representatives.
7. MEUW Obligations: MEUW shall be responsible for the following:
- a. Employ, assign, and supervise the RSC;
  - b. Ensure the RSC carries out all essential job functions as outlined by the RSC job description contained on Schedule 1;
  - c. Provide management support to Client during safety- or health-related conflicts or personnel issues;
  - d. Monitor and ensure completion of RSC's professional development including, but not limited to, safety training/certification/licensure, as applicable; and
  - e. Apply an industry standard interpretation of applicable safety- or health-related laws, rules, codes, and regulations as they pertain to compliance.
8. Independent Contractor: In the performance of the Services, MEUW is an independent contractor and shall not be considered an employee, agent or representative of Client for any purpose. All employees of MEUW providing services under the Agreements shall at all times remain employees of MEUW and shall not be considered employees or agents of Client.
9. Prohibition on Third Party Beneficiaries and Assignment of Rights and Duties: The Services performed by MEUW under this Agreement are solely for the benefit of Client and nothing in this Agreement shall be construed to create any obligation, duty or liability on the part of either party to any third party. Assignments of benefits and delegations of duties created by this Agreement are prohibited and without effect.
10. Standard of Care: Client acknowledges that MEUW undertakes to provide the Services described herein to Client in a manner consistent with MEUW's status as a nonprofit corporation that serves public sector entities. Client acknowledges that MEUW will perform Services provided hereunder in a commercially reasonable manner with qualified personnel trained in applicable safety- and health-related laws, rules, codes, and regulations. Client bears the risk of its own actions or inactions as regards Client's compliance with applicable federal and state laws, rules, codes and regulations as they relate to workplace health and safety.
11. Limitation of Liability: Notwithstanding any other provision of this Agreement, MEUW shall not incur any liability whatsoever to Client, whether based on contract, tort, strict liability, warranty, or any other legal or equitable claim or theory, relating in any way to

the Services provided hereunder, except in cases of reckless conduct or willful misconduct. MEUW shall not be liable to Client for any indirect, incidental, consequential punitive, multiple, delay-related, performance-related, loss of use, loss of opportunity, loss of goodwill, special or exemplary damages, lost profits of government, or regulatory penalties or sanctions arising out of, due to, or in connection with its performance or nonperformance under this Agreement, or any of its obligations herein, whether based in contract, tort, strict liability, warranty or otherwise, **except in cases of negligence, reckless conduct or willful misconduct.**

12. **Indemnification:** MEUW agrees to indemnify and hold the Client harmless from any claim, damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising in whole or in part as a result of to the extent caused by MEUW's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom MEUW is legally liable. It is the express intent of this indemnity clause that MEUW shall not be obligated to indemnify Client for Client's own negligence.

Client agrees to indemnify and hold MEUW harmless from any claim, damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising in whole or in part and in any manner from the acts or failure to act, omissions, breach or default of Client, or those of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable, with the express exception of MEUW, and arising from or related to the work that is the subject of this Agreement. It is the express intent of this indemnity clause that Client shall not be obligated to indemnify MEUW for MEUW's own negligence.

13. **Insurance:** MEUW agrees to maintain liability and property damage insurance (including automobile, liability and property damage insurance) to cover the obligations set forth above. The minimum insurance limits of liability shall be \$1,000,000 and \$250,000 bodily injury and property damage. MEUW shall furnish a certificate of insurance to Client showing that the above obligations and requirements are provided for by a **qualified insurance carrier, and showing Client as an additional insured on such insurance.**

14. **Disputes:** If any controversy or claims arise out of, or relate to this Agreement, including, but not limited to, an alleged breach of the Agreement, the parties shall attempt to resolve the dispute by direct discussion and negotiation by the principals (who, for MEUW shall be the Executive Director). If the parties cannot resolve the dispute within sixty (60) days or whatever extended period the parties may agree to, then either party may pursue any remedies it has in law or equity.

15. **Program Materials:** Client agrees not to use any materials, programs, or processes developed by MEUW and provided to Client under this Agreement (collectively, "Program Materials") for any use other than Client's own use. Client may duplicate the Program Materials without obligation of royalty or first seeking MEUW's consent.

16. **No Solicitation of MEUW Employees:** Client shall not, directly or indirectly, solicit any MEUW employee to terminate his or her employment with MEUW so that Client may employ the MEUW employee. Client shall not hire or enter into a contract for any services

with any MEUW RSC whose employment with MEUW terminated within the immediately preceding twelve- (12) month period.

17. Notices: Any notice provided for or concerning the Agreement shall be (a) in writing and delivered by person, mail, or facsimile, or (b) sent by electronic transmission with reasonable verification of receipt by the party to whom the notice is transmitted, to the following:

If to MEUW: Michael Czuprynko, Manager of Safety Services  
Municipal Electric Utilities of Wisconsin  
725 Lois Dr.  
Sun Prairie, WI 53590  
Phone: (608) 478-2530  
Email: [mczuprynko@meuw.org](mailto:mczuprynko@meuw.org)

If to Client:

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18. Counterparts: This Agreement may be executed in counterparts.

19. Governing Law: This Agreement shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

**MUNICIPAL ELECTRIC  
UTILITIES OF WISCONSIN, INC.**

**CITY OF KAUKAUNA**

By: \_\_\_\_\_  
Michael Czuprynko  
Director of Safety and Operations

By: \_\_\_\_\_  
Name:  
Title:

## **SCHEDULE 1**

### **Job Description: Regional Safety Coordinator (“Coordinator”)**

#### **JOB ANALYSIS**

The Coordinator manages a multi-employer safety and health program (“Program”) designed to foster a safe work environment by focusing on the creation and maintenance of a safe and healthy workplace. The Coordinator’s primary function is to ensure compliance with applicable health and safety regulations through development of safety programs materials, periodic inspections, application of risk management procedures, and employee training. The Coordinator serves multiple municipal employers (“Communities”) and, therefore, the position requires regular travel to the Communities within the Coordinator’s assigned territory.

#### **SUPERVISION**

The Coordinator is under the general supervision of MEUW’s Regional Safety Manager. However, the Coordinator is responsible for setting his/her own daily work activity schedule within the context of established MEUW policies and procedures.

#### **ESSENTIAL JOB FUNCTIONS**

The essential job functions of this position are performed on site within each Community location (including Client’s).

- A. Perform general safety and health related duties, including, but not limited to, written Program management, employee training, inspections, incident analysis/investigation and Program audits as necessary to ensure state and federal safety compliance.
- B. Visit each employer site according to the allocated percentage of Community time and specific Program needs.
- C. Develop and maintain a monthly schedule to include time spent at the Community, training sessions, meetings and general workload.
- D. Perform site-specific safety training sessions according to community needs and regulatory compliance requirements.
- E. Participate in Safety Committee meetings and events
- F. Write, modify and maintain written programs including, but not limited to, Blood borne Pathogens, Confined Space Entry/Rescue, Excavation, Hazard Communication, Hazardous Energy Control, Hearing Conservation, Personal Protective Equipment, Respiratory Protection and General Safety to ensure state and federal safety compliance.
- G. Develop and maintain an accurate safety Program recordkeeping and reporting system to ensure state and federal safety compliance.
- H. Create and submit monthly safety reports as required, which will include what the Coordinator completed for the month.
- I. Create and submit an employee training schedule as required.

#### **REQUIRED ABILITIES AND COMMITMENTS**

- A. Ability to work as a team player in the absence of or minimal supervision.
- B. Ability to communicate effectively in written and oral communications.

- C. Ability to work efficiently and accurately when there is time, pressure, or emotional strain.
- D. Ability to maintain reliability and sound professional judgement.
- E. Ability to work in the presence of distractions under monotonous conditions without significant loss of efficiency.
- F. Ability to prioritize multiple tasks.
- G. Commitment to meet scheduled deadlines.
- H. Ability to demonstrate knowledge of principles and practices of public management.
- I. Ability to function as a team player.
- J. Possess excellent troubleshooting and problem solving skills.
- K. Possess working knowledge of general office equipment and computer software.
- L. Possess excellent proficiency in grammar, spelling, punctuation, and arithmetic.
- M. Possess strong leadership skills.

### **QUALIFICATIONS**

- A. Minimum of three years practical experience working with Wisconsin and federal safety and health regulatory compliance.
- B. Must have an insurance acceptable driver's license.
- C. Maintain certification and training standards
- D. Occupational health and safety degree or related discipline preferred.
- E. Any additional qualifications as appropriate to services provided hereunder.

### **ENVIRONMENTAL CONDITIONS OF THE WORKPLACE**

- A. Work indoors in a controlled environment.
- B. Work outdoors exposed to changing weather conditions.
- C. Willing to go to any work environments for emergency or training situations.

### **PHYSICAL DEMANDS**

- A. Must have good hand-eye coordination.
- B. Must be able to sit for long periods of time.
- C. Must be able to lift and move up to 50 pounds.
- D. Must be able to bend, squat, stretch, and twist frequently.

### **ADDITIONAL DUTIES**

- A. Work outside normal hours when necessary.
- B. Additional duties as assigned.
- C. Be available during working hours in order to address any concerns, complaints or suggestions.
- D. Travel as needed.

THE ABOVE STATEMENTS ARE INTENDED TO DESCRIBE THE GENERAL NATURE AND LEVEL OF WORK BEING PERFORMED BY COORDINATOR.

THEY ARE NOT INTENDED AS AN EXHAUSTIVE LIST OF ALL JOB RESPONSIBILITIES AND DUTIES PERFORMED BY THE COORDINATOR.

MEUW IS AN EQUAL OPPORTUNITY EMPLOYER. IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, MEUW WILL PROVIDE REASONABLE ACCOMMODATIONS TO QUALIFIED INDIVIDUALS WITH DISABILITIES AND ENCOURAGE BOTH PROSPECTIVE AND CURRENT EMPLOYEES TO DISCUSS POTENTIAL ACCOMMODATIONS WITH MEUW'S EXECUTIVE DIRECTOR WHEN NECESSARY.



## **SCHEDULE 2**

The Services provided by the Regional Safety Coordinator will be provided to Client employees in the following departments:

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