

**State of Minnesota
County of Watonwan**

RESOLUTION NO. 02.26.06

**RESOLUTION AUTHORIZING THE ST. JAMES MAYOR AND CITY
MANAGER TO ENTER INTO THE SAFETY PROGRAM AGREEMENT WITH
SAFE ASSURE**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF ST. JAMES, MINNESOTA, as follows:**

Section 1: The St. James Mayor and City Manager are hereby authorized and directed to sign the Safety Program Agreement with Safe Assure.

Adopted by the City Council this 17th day of February 2026.

Christopher Whitehead, Mayor

ATTEST:

Kristin Hurley, City Clerk



WHAT SAFEASSURE WILL DO FOR THE CITY OF ST. JAMES

PROPOSAL/SERVICE AGREEMENT

INTRODUCTION/GENERAL INFORMATION

THIS AGREEMENT is effective the first day February 2026 for The City of St. James, St. James, Minnesota, herein referred to as The City of St. James and SafeAssure, 7505 93rd Ave NE Spicer, Minnesota, herein referred to as SafeAssure.

This proposal includes full service as described throughout this document to departments/employees stated within the schedule.

SafeAssure is a safety and OSHA compliance consulting company established on January 1, 1998, specializing primarily in Municipal, Construction, Manufacturing, and Medical operations.

SafeAssure has an A+ rating with the Better Business Bureau (BBB). A complaint has never been filed against SafeAssure.

SafeAssure currently provides full services to over 120 municipalities in Minnesota, any or all of which may be contacted for reference (a full list will be provided upon request).

Our employees are our largest asset. All SafeAssure on-site client services employees are individually trained through OSHA certification programs and by SafeAssure Education Systems prior to conducting classroom or consultation services. The SafeAssure training management system continually reviews OSHA Regulations/Statutes/Interpretations and confers with OSHA representatives on any new or revised regulations or statutes. Employees are continually evaluated on OSHA subject matter proficiencies.

SafeAssure employs 7 to 10 committed employees (depending on time of year), four of which operate mainly in the field. Although there is other support staff, key team members most directly servicing your specific organization will include:

- Chadwick Peterson (President/Owner/Consultant/Instructor) - Overall Operations/Client Services
- Melanie Bauman (Office Manager) - Scheduling/Coordinating/Client Services
- Jonathon Beale (Consultant/Instructor) - Client Services
- Tom Norgel (Consultant/Instructor) - Client Services
- Tom Paull (Consultant/Instructor) - Client Services
- Tom Guntzburger (Consultant/Instructor) - Client Services
- Seth Schueller (Consultant/Instructor) - Client Services
- Joe Brandt (Consultant/Instructor) - Client Services
- Cathy Hockert (Consultant/Instructor) - Client Services
- Jim Clemensen (Consultant/Instructor) - Client Services

CONSULTING SERVICES

(See also Training Schedule)

- All written programs/services that are produced by SafeAssure are guaranteed to meet the requirements set forth by MNOSHA/OSHA. SafeAssure will reimburse The City of St. James should MNOSHA/OSHA assess a fine for a deficient or inadequate written program that was produced by SafeAssure. SafeAssure does not take responsibility for financial loss due to MNOSHA/OSHA fines that are not directly related to improperly written programs.
- SafeAssure will continuously monitor OSHA Standards and modify all safety related programs as needed to ensure updates meet OSHA regulations and statutes. These changes or additions, when made during an agreement year, will be made at no additional cost to the City of St. James.
- SafeAssure will be an advisor to the Safety Committee, reviewing OSHA Standards/Statutes and providing recommendations for accident and injury prevention as requested. SafeAssure representatives may also attend safety committee meetings when scheduled immediately before or after a scheduled training session (see schedule).
- SafeAssure will conduct simulated OSHA audits of facilities (buildings), recording deficiencies and making corrective recommendations. Audits will include pictures of noted deficiencies and recommendations. All city owned buildings where city employees work will be inspected upon request and at no additional costs.
- SafeAssure will provide answers to all OSHA questions submitted by department Supervisors (or other persons as allowed by management). Unlimited Consulting.
- In the event of an actual OSHA inspection, a SafeAssure employee will directly assist during the inspection process. SafeAssure will be with you all the way, including a presence at the OSHA closing conference and/or citation contesting hearings when requested.
- SafeAssure will assist you in the event of a serious work-related employee injury or death including OSHA correspondence and negotiations.
- SafeAssure will provide an “ALERT” system that allows SafeAssure to quickly inform clients (through email) of any information that is pertinent to the safety of employees and/or OSHA compliance.
- SafeAssure will provide access to an SDS database specific to the City of St. James through Velocity/Accelerate. The SDS database related services provided (amount of SDS and use) will be unlimited.

TRAINING SERVICES

(See also Training Schedule)

- SafeAssure clients may utilize multiple training formats and techniques including but not limited to:
 - On-site training with Power Point presentations, workbooks, videos, and topical employee participation games (see schedule).
 - Online training through video/question-answer as well as client-specific OSHA safety information.
- SafeAssure provides online safety training and complete documentation of individual employee training on required subjects for employees directed by management to do online training (such as new employees or employees who missed on-site training).
- All documents and classroom training produced by SafeAssure for The City of St. James are for the sole and express use by The City of St. James and its employees and not to be shared, copied, recorded, filmed, digitized, or used by any division, department, subsidiary, or parent organization or any entity whatsoever, without prior written approval of SafeAssure.
- All programs, policies, training, and procedures referenced on the following page do not include the cost of hardware such as labels and signs. It will be the responsibility of The City of St. James to obtain this hardware as required to comply with OSHA standards.
- All time spent consulting, answering questions, and assisting with OSHA inspections both on and off-site are part of the agreement services and are included (see also schedule).
- Any additional classroom hours separate from the agreement and schedule will be billed and eligible for all “current client” discounts offered by SafeAssure. These hours (if any) will only be allowed upon approval of the City of St. James management representative.
- Training subject matter will include but will not be limited to the provided annual schedule.

In the interest of Quality Safety Management, it may be recommended that written procedures and documented employee training also be provided for the following Subparts when or if applicable during the agreement year. (Subparts represent multiple standards)

1910 Subparts

Subpart D - Walking - Working Surfaces
Subpart E - Means of Egress
Subpart F - Powered Platforms, Man-lifts, and Vehicle-Mounted Work Platforms
Subpart G - Occupational Health and Environmental Control
Subpart H - Hazardous Materials
Subpart I - Personal Protective Equipment
Subpart J - General Environmental Controls
Subpart K - Medical and First Aid
Subpart L - Fire Protection
Subpart M - Compressed Gas and Compressed Air Equipment
Subpart N - Materials Handling and Storage
Subpart O - Machinery and Machine Guarding
Subpart P - Hand and Portable Powered Tools and Other Hand-Held Equipment.
Subpart Q - Welding, Cutting, and Brazing.
Subpart S - Electrical
Subpart Z - Toxic and Hazardous Substances

1926 Subparts

Subpart C - General Safety and Health Provisions
Subpart D - Occupational Health and Environmental Controls
Subpart E - Personal Protective and Life Saving Equipment
Subpart F - Fire Protection and Prevention
Subpart G - Signs, Signals, and Barricades
Subpart H - Materials Handling, Storage, Use, and Disposal
Subpart I - Tools - Hand and Power
Subpart J - Welding and Cutting
Subpart K - Electrical
Subpart L - Scaffolds
Subpart M - Fall Protection
Subpart N - Cranes, Derricks, Hoists, Elevators, and Conveyors
Subpart O - Motor Vehicles, Mechanized Equipment, and Marine Operations
Subpart P - Excavations
Subpart V - Power Transmission and Distribution
Subpart W - Rollover Protective Structures; Overhead Protection
Subpart X - Stairways and Ladders
Subpart Z - Toxic and Hazardous Substances
Applicable MN OSHA 5205 Rules
Applicable MN OSHA 5207 Rules
Applicable MN OSHA 5206 Rules (Employee Right to Know)

All training on the programs written by SafeAssure Consultants, Inc. will meet or exceed State and/or Federal OSHA requirements.

SAFEASSURE INSURANCE SPECIFICS

COMMERCIAL GENERAL LIABILITY	EACH OCCURANCE	1,000,000
	DAMAGE TO RENTED PREMISIS (EA OCCURANCE)	300,000
	MED EXP (ANY ONE PERSON)	10,000
	PERSONAL & ADV INJURY	1,000,000
	GENERAL AGGREGSTE	2,000,000
	PRODUCTS-COMP/OP AGG	2,000,000
AUTOMOBILE LIABILITY	COMBINED SINGLE UNIT (EA ACCIDENT)	1,000,000
UMBRELLA LIABILITY/EXCESS LIABILITY	EACH OCCURANCE	1,000,000
	AGGREGATE	2,000,000
WORKERS COMPENSATION	EACH ACCIDENT	500,000
	DISEASE-EACH EMPLOYEE	500,000
	DISEASE-POLICY LIMIT	500,000
PROFESSIONAL LIABILITY		1,000,000

SafeAssure agrees to provide, at the time of execution of this agreement, The City of St. James (upon request) with a current Certificate of Insurance with the above coverage lines.

Service Agreement-Signature Page

SafeAssure agrees to abide by all applicable federal and state laws including, but not limited to, OSHA regulations and local/state/national building codes. Additionally, SafeAssure will practice all reasonable and appropriate safety and loss control practices.

SafeAssure agrees that The City of St. James will not be held liable for any claims, injuries, or damages of whatever nature due to negligence, alleged negligence, acts, or omissions of SafeAssure to third parties. SafeAssure expressly and in perpetuity releases and discharges The City of St. James and its agents, members, officers, employees, heirs, and assigns from any such claims, injuries, or damages. SafeAssure will also agree to defend, indemnify, and hold harmless The City of St. James, its agents, members, and heirs from any and all claims, injuries, or damages of whatever nature pursuant to the provisions of this agreement.

SafeAssure is an independent contractor of The City of St. James, and nothing in this agreement shall be considered to constitute the relationship of an employer/employee.

In consideration of this signed agreement, for the period of **12 months** from February 1, 2026, SafeAssure agrees to provide The City of St. James the aforementioned features and services. These features and services include but are not limited to OSHA compliance recommendations and consultations, scheduled classroom-training sessions (see 12-month schedule), unlimited online training, an online SDS management program, and the production and maintenance of mandatory OSHA programs. These features and services will be prepared to meet the specific needs of The City of St. James.

If SafeAssure fails to perform any of the provisions of this agreement or fails to administer the work as to endanger the performance of the agreement, such failure may constitute default. Unless the default is excused by the city, the city may, upon written notice to SafeAssure, cancel this agreement in partial or entirety. Either party can terminate the agreement upon written notice sixty days prior to the anniversary date of the agreement.

Below is the agreement fee calculated by aforementioned services and schedule to be paid in full (total each year as stated below) by the agreement start date of February 1, 2026 (or at a later date approved by SafeAssure or due date stated within the produced invoice).

1 YEAR TOTAL COST SDS SERVICES (SDS ON-LINE)	\$12,103.39 (included)
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TOTAL ANNUAL	\$12,103.39
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IN TESTIMONY WHEREOF, we agree to the day and year first above written and, if representing an organization or similar entity, further certify the undersigned are a duly authorized agent of said entity and authorized to sign on behalf of identified entity.

X _____
The City of St. James Date

X _____
The City of St. James Date

X _____
010226
President-SafeAssure Date