



## STAFF REPORT

DATE: September 20, 2016

**CONSENT**

ITEM #: 16

**MOTION**

**TO:** Mayor and City Council

**FROM:** Kristina Handt, City Administrator

**AGENDA ITEM:** Safe Assure Contract

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### **BACKGROUND:**

The City has been contracting with Safe Assure for a number of years to provide safety training for staff and other OSHA compliance activities.

### **ISSUE BEFORE COUNCIL:**

Should the Council approve a contract with Safe Assure for Oct.1, 2016-Sept 30, 2017?

### **PROPOSAL DETAILS/ANALYSIS:**

A copy of the contract is included in your packet.

### **FISCAL IMPACT:**

Safe Assure has kept their rates flat for a number of years but are requesting a 2% increase for the coming contract year. This increase (\$61.74) will not be an issue given our current budget surplus projections.

### **OPTIONS:**

- 1) Approve 2016-2017 Safe Assure Contract
- 2) Do not approve 216-2017 Safe Assure Contract

### **RECOMMENDATION:**

If removed from the consent agenda:

**Motion to approve the 2016-2017 contract with Safe Assure.**

The United States Department of Labor, Division of Occupational Safety and Health Administration and the Minnesota Department of Labor, Division of Occupational Safety and Health Administration require employers to have documented proof of employee training and written procedures for certain specific standards. **The attached addendum and training schedule clarifies written and training requirements.**

**The required standards that apply to The City of Lake Elmo are listed below:**

**A.W.A.I.R.**

**MN Statute 182.653**

*"An employer covered by this section must establish a written Work-place Accident & Injury program that promotes safe & healthful working conditions".*

**EMERGENCY ACTION PLAN**

**29 CFR 1910.35 THRU .38**

*"The emergency action plan shall be in writing and shall cover the designated actions employers & employees must take to insure employee safety from fire & other emergencies".*

**CONTROL OF HAZARDOUS ENERGY**

**29 CFR 1910.147 &**

**MN Statute 5207.0600**

*"Procedures shall be developed, documented & utilized for the control of potentially hazardous energy when employees are engaged in the activities covered by this section".*

**HAZARD COMMUNICATIONS**

**29 CFR 1910.1200 &**

**MN Statute 5206.0100 thru 5206.1200**

*"Evaluating the potential hazards of chemicals, and communicating information concerning hazards and appropriate protective measures to employees may include, but is not limited to, provision for: development & maintaining a written hazard communication program for the work-place..."*

**RECORDING AND REPORTING OCCUPATIONAL INJURIES AND ILLNESSES**

**29 CFR 1904**

*"Each employer shall maintain in each establishment a log and summary of all occupational injuries and illnesses for that establishment....."*

**CONFINED SPACE**

**29 CFR 1910.146**

*If the employer decides that its employees will enter permit spaces, the employer shall develop and implement a written permit space program.....*

**RESPIRATORY PROTECTION**

**29 CFR 1910.134**

*Written standard operating procedures governing the selection and use of respirators shall be established.*

**OCCUPATIONAL NOISE EXPOSURE**

**29 CFR 1910.95**

*The employer shall institute a training program for all employees who are exposed to noise at or above an 8-hour time weighted average of 85 decibels, and shall ensure employee participation in such a program.*

**BLOODBORNE PATHOGENS**

**29 CFR 1910.1030**

*Each employer having an employee(s) with occupational exposure as defined by paragraph (b) of this section shall establish a written Exposure Control Plan designed to eliminate or minimize employee exposure.*

**POWERED INDUSTRIAL TRUCKS**

**29 CFR 1910.178**

*"Only trained and authorized operators shall be permitted to operate a powered industrial truck. Methods shall be devised to train operators in the safe operation of Powered Industrial Trucks".*

**GENERAL DUTY CLAUSE**

**PL91-596**

*"Hazardous conditions or practices not covered in an O.S.H.A. Standard may be covered under section 5(a)(1) of the act, which states: Each employer shall furnish to each of {their} employees employment and a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm to {their} employees."*

**PERSONAL PROTECTIVE EQUIPMENT**

**1926.95 a)**

*"Application." Protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.*

**OVERHEAD CRANES**

**1910.179(j)(3)**

*Periodic inspection. Complete inspections of the crane shall be performed at intervals as generally defined in paragraph (j)(1)(ii)(b) of this section, depending upon its activity.....*

**ERGONOMICS**

**29 CFR PART 1910.900 THRU 1910.944**

*"Training required for each employee and their supervisors must address signs and symptoms of MSD's, MSD hazards and controls used to address MSD hazards."*

**MOBILE EARTHMOVING EQUIPMENT**

**MN RULES 5207.1000**

*Mobile earth-moving equipment operators and all other employees working on the ground exposed to mobile earth-moving equipment shall be trained in the safe work procedures pertaining to mobile earth-moving equipment and in the recognition of unsafe or hazardous conditions.*

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. (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.

These programs/policies and procedures listed on the addendum **do not** include the cost of hardware such as labels, signs, etc. and will be the responsibility of The City of Lake Elmo to obtain as required to comply with OSHA standards.

Our contract year will begin on the signing of this proposal/contract. Classroom training will be accomplished at a time convenient to most employees/management and so selected as to disrupt the workday as little as possible.

**All documents and classroom training produced by SafeAssure Consultants for The City of Lake Elmo are for the sole and express use by The City of Lake Elmo and its employees and not to be shared, copied, recorded, filmed or used by any division, department, subsidiary, or parent organization or any entity whatsoever, without prior written approval of SafeAssure Consultants.**

**It is always the practice of SafeAssure Consultants to make modifications and/or additions to your program when necessary to comply with changing OSHA standards/statutes. These changes or additions, when made during a contract year, will be made at no additional cost to The City of Lake Elmo.**

**All written programs/services that are produced by SafeAssure Consultants, Inc. are **guaranteed** to meet the requirements set forth by MNOSHA/OSHA. SafeAssure Consultants, Inc. will reimburse The City of Lake Elmo should MNOSHA/OSHA assess a fine for a deficient or inadequate written program that was produced by SafeAssure Consultants, Inc. SafeAssure Consultants, Inc. does not take responsibility for financial loss due to MNOSHA/OSHA fines that are unrelated to written programs mentioned above.**

**ADDENDUM**  
**SAFETY PROGRAM RECOMMENDATIONS**  
**The City of Lake Elmo**

**Written Programs & Training**

**A.W.A.I.R. (A Workplace Accident and Injury Reduction Act)**

- review/modify or write site specific program
- documented training of all personnel
- accident investigation
- simulated OSHA inspection

**Employee Right to Know/Hazard Communication**

- review/modify or write site specific program
- documented training of all personnel (general and specific training)
- various labeling requirements
- assist with installing and initiating DAMARCO Solutions, LLC, MSDS and data base program

**Lock Out/Tag Out (Control of Hazardous Energy)**

- review/modify or write site specific program
- documented training of all personnel

**Emergency Action Plan**

- review/modify or write site specific program
- documented training of all personnel

**Respiratory Protection**

- review/modify or write site specific program
- documented training of all personnel

**Bloodborne Pathogens**

- review/modify or write site specific program
- documented training of all personnel

**Cranes-Chains-Slings**

- review/modify or write site specific program
- documented training of all personnel (inspections)

**Hearing Conservation (Occupational Noise Exposure)**

- review/modify or write site specific program
- documented training of all personnel
- decibel testing and documentation

**Personal Protective Equipment**

- review/modify or write site specific program
- documented training of all personnel

**Confined Space**

- review/modify or write site specific program
- documented training of all personal

### **Powered Industrial Trucks/Forklifts**

- review/modify or write site specific program
- documented training of all personnel
- testing and licensing

### **Ergonomics**

- review/modify or write site specific program
- documented training of all personnel
  - job hazards-recognition
  - control steps
  - reporting
  - management leadership requirements
  - employee participation requirements

### **Mobile Earthmoving Equipment**

- review/modify or write site specific program
- documented training of all personal

### **General Safety Requirements**

- review/modify or write site specific program
- documented training of all personnel

### **The "SafeAssure Advantage"**

- On-Line training available for AWAIR, EAP, ERTK, ERGO, Bloodborne
- Safety Committee Advisor
- Employee Safety Progress Analysis
- SafeAssure "Client Discount Card" from Fastenal Stores or Catalogs (15% off any item)
- Job Hazard Analysis (JHA for more hazardous tasks/jobs)
- Training manual maintenance
- Safety manual maintenance
- Documented decibel testing
- Documented air quality readings-(CO2 testing in shops with 5 or more vehicle capacity)
- Documented foot-candle readings (if needed)
- OSHA recordkeeping
- General Duty Clause
- Assistance during an actual OSHA inspection
- General safety recommendations
- "ALERT" data base
- Unlimited consulting services

# Contract/ Agreement

THIS AGREEMENT is made this first day of October, 2016 between The City of Lake Elmo, Lake Elmo, Minnesota, herein referred to as The City of Lake Elmo and SafeAssure Consultants, Inc. 200 S.W. Fourth Street, Willmar, Minnesota, herein referred to as SafeAssure.

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 to provide, at the time of execution of this contract/agreement, The City of Lake Elmo (upon request) with a current Certificate of Insurance with proper coverage lines and a **minimum of \$2,000,000.00** in insurance limits of general liability and statutory for workers' compensation insurance. SafeAssure is insured by "The Hartford" insurance companies.

SafeAssure further agrees that The City of Lake Elmo 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 forever releases and discharges The City of Lake Elmo, 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 Lake Elmo, its agents, members and heirs from any and all claims, injuries, or damages of whatever nature pursuant to the provisions of this agreement.

SafeAssure and its employees is an independent contractor of The City of Lake Elmo, and nothing in this agreement shall be considered to create the relationship of an employer/employee.

**In consideration** of this signed agreement/contract, for the period of **Twelve Months** from the signing month, SafeAssure Consultants, Inc. agrees to provide The City of Lake Elmo, the aforementioned features and services. These features and services include but are not limited to OSHA compliance recommendations and consultations, providing scheduled classroom-training sessions, writing and maintaining mandatory OSHA programs. These features and services will be prepared to meet the specific needs of The City of Lake Elmo.

|                           |                   |
|---------------------------|-------------------|
| ANNUAL CONTRACT           | \$ 3148.74        |
| MSDS/SDS ON-LINE SERVICES | \$ Included       |
| <b>ANNUAL</b>             | <b>\$3,148.74</b> |

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.

**TWELVE MONTH CONTRACT** 

X \_\_\_\_\_  
The City of Lake Elmo

X \_\_\_\_\_  
The City of Lake Elmo

X   
SafeAssure Consultants, Inc.

090216  
Date