



Title: Approval of Annual Contract with SafeAssure

Resolution number: 20-024

Prepared by: Name: **Deb Johnson**
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Reviewed by: Name/Title: **District Safety Team**

Recommended action: **Contract approval**

Schedule: 4/1/2020
 3/31/2021

Budget considerations: Fund name and code: Operations 100-1002-4320
 Fund budget: **\$58,000**
 Expenditures to date: **\$2,920**
 Requested amount of funding: **\$ 5,232.93**

Past Board action:

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Summary:

SafeAssure has been providing the District with employee safety and OSHA compliance training since 2014. Recently, a team of employees was assembled to review the offerings of SafeAssure to help ensure the District is receiving and continues to receive the necessary and relevant training as it pertains to employee’s specific duties. (“Safety Team” is comprised of Laura Domyancich, Kailey Cermak, Jill Sweet and Janna Jonely). SafeAssure was responsive to the District’s review and revised training requests for the upcoming year. They have reworked a number of their offerings to be more in line with the needs of the District. Trainings include, but are not limited to OSHA compliance, mandatory staff classroom and on-line trainings and inspection assistance, staff field trainings as they pertain to District job requirements, safety manual maintenance and unlimited training consulting services.

The term of the contract is April 1, 2020 through March 31, 2021. Cost for 2020 training is \$5,232.93 which is a nominal increase from the 2019 contract price of \$5,130.32

Supporting documents (list attachments): Service Agreement



RESOLUTION

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- WHEREAS, SafeAssure provides mandatory OSHA training and compliance for employees; and
- WHEREAS, MCWD has utilized the training services of SafeAssure since 2014; and
- WHEREAS, SafeAssure provides unlimited consulting services to help ensure state and federal OSHA requirements are met; and
- WHEREAS, the District’s current contract expired on March 31, 2020; and
- WHEREAS, the cost to renew the SafeAssure contract for the period of April 1, 2020 through March 31, 2021 is \$5,232.93

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers: hereby approves the contract with SafeAssure in the amount of \$5,232.93 to provide mandatory staff training and OSHA compliance consulting for the period of April 1, 2020 to March 31, 2021.

Resolution Number 20- **024** was moved by Manager _____, seconded by Manager _____. Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: 4/9/2020

Secretary Date: _____

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 clarify written and training requirements.**

The required standards that apply to Minnehaha Creek Watershed District 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....."

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.

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.

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".

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 Service 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.

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 Minnehaha Creek Watershed District to obtain as required to comply with OSHA standards.

Our Service Agreement year will begin on the signing of this Service Agreement. 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 Minnehaha Creek Watershed District are for the sole and express use by Minnehaha Creek Watershed District 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 Service Agreement year, will be made at no additional cost to Minnehaha Creek Watershed District.

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 Minnehaha Creek Watershed District 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
Minnehaha Creek Watershed District

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 MSDS ONLINE 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

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

Mobile Earthmoving Equipment

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

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

General Safety Requirements

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

Powered Industrial Trucks/Forklifts

- maintain site specific program
- documented training of all personnel
- testing and licensing

The “SafeAssure Advantage”

- On-Line training available for AWAIR, EAP, ERTK, ERGO, Bloodborne, Fire Extinguishers
- Safety Committee Advisor
- Employee Safety Progress Analysis
- SafeAssure “Client Discount” 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

Service Agreement

THIS AGREEMENT is made this first day of April 2020 between Minnehaha Creek Watershed District, Deephaven, Minnesota, herein referred to as Minnehaha Creek Watershed District 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 Service Agreement, Minnehaha Creek Watershed District (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 Minnehaha Creek Watershed District 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 Minnehaha Creek Watershed District, 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 Minnehaha Creek Watershed District, 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 Minnehaha Creek Watershed District, and nothing in this agreement shall be considered to create the relationship of an employer/employee.

In consideration of this signed Service Agreement, for the period of **Twelve Months** from the signing month, SafeAssure Consultants, Inc. agrees to provide Minnehaha Creek Watershed District, 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 Minnehaha Creek Watershed District.

TOTAL ANNUAL \$ \$5,232.93

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 _____
Minnehaha Creek Watershed District Date

X _____
Minnehaha Creek Watershed District Date

X  030120

SafeAssure Consultants, Inc