

**MEETING DATE:** March 14, 2019

**TITLE:** Approval of Contract with SafeAssure

**RESOLUTION NUMBER:** 19-024

**PREPARED BY:** Cathy Reynolds

**E-MAIL:** creynolds@minnehahacreek.org

**TELEPHONE:** 952-641-4503

**REVIEWED BY:**  Administrator  Counsel  Program Mgr. (Name): \_\_\_\_\_  
 Board Committee  Engineer  Other:

**WORKSHOP ACTION:**

<input type="checkbox"/> Advance to Board mtg. Consent Agenda.	<input type="checkbox"/> Advance to Board meeting for discussion prior to action.
<input type="checkbox"/> Refer to a future workshop (date): _____	<input type="checkbox"/> Refer to taskforce or committee (date): _____
<input type="checkbox"/> Return to staff for additional work.	<input type="checkbox"/> No further action requested.
<input checked="" type="checkbox"/> Other (specify): <b>Final Action on March 14, 2019</b>	

**PURPOSE or ACTION REQUESTED:**

Staff seeks approval to contract with SafeAssure for employee safety training and OSHA compliance.

**PROJECT/PROGRMA COST:**

The cost for this contract is \$5130.32.

**PAST BOARD ACTIONS:**

The Board has not acted on this issue previously.

**SUMMARY:**

SafeAssure has been working with the District since 2014 providing mandatory employee safety training and assisting with the District's overall safety program. SafeAssure worked with the District to develop Job Hazard Analysis for various employee tasks that are utilized to train employee on proper safety procedures in the conduct of their job. SafeAssure has also assisted the District with the development of various safety procedures to ensure the District and its employees work and operate in a safe environment.

Currently SafeAssure is working with the Research and Monitoring staff to develop a procedure manual for Confined Space Operations to ensure that the District maintains compliance with all state and federal OSHA requirements as we implement a confined space program. SafeAssure will also provide the continuing annual training requirement for this program as part of this contract.

The term for the service renewal with SafeAssure is April 1, 2019 to March 31, 2020. The cost for the service year is \$5130.32. The services to be provided include, but are not limited to, OSHA compliance

recommendations and consulting, mandatory staff classroom and online training, safety manual maintenance, OSHA inspection assistance and unlimited consulting services.

Attachment: Service Agreement



# Service Agreement

THIS AGREEMENT is made this first day of April 2019 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 \$ \$5,130.32**

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  030119

SafeAssure Consultants, Inc

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