


## COUNCIL COMMUNICATION

 CITY OF DES MOINES OFFICE OF THE CITY MANAGER	Number:	<b>23-215</b>	Meeting:	<b>April 24, 2023</b>
	Agenda Item:	<b>40</b>	Roll Call:	<b>23-0600</b>
	Submitted by:	<b>James R. Wells, Human Resources Director</b>		

### AGENDA HEADING:

Approving exception to competitive procurement process for good cause shown and approving agreement with the Iowa Association of Municipal Utilities (IAMU) for provision of employee safety services.

### SYNOPSIS:

IAMU has provided on-site employee safety services since July 1, 2018. The City and IAMU are proposing to continue this relationship for three (3) more years from July 1, 2023 through June 30, 2026.

### FISCAL IMPACT:

Amount: Year 1 - \$150,360; Year 2 - \$157,884; Year 3 - \$165,780

Funding Source: TBD

### ADDITIONAL INFORMATION:

- Iowa Association of Municipal Utilities (IAMU) has been assisting the City with its employee safety programs for the past five (5) years. The initial and current contract with IAMU expires June 30, 2023. Outsourcing safety related services to IAMU remains a viable and effective option. For the equivalent cost of staffing a safety position, the City receives a dedicated safety professional employed by IAMU, who has access to an extensive library of resources from IAMU's safety division.
- Attached to this communication is a list of the services performed and projects completed by IAMU during the first term of the agreement. It is not all inclusive. One item not listed is the assistance IAMU provides during OSHA inspections. OSHA's past two (2) on-site inspections resulted in neither a citation nor a fine. This achievement was possible because of the meaningful and expert response by the City and IAMU. It included job safety analysis of the tasks that prompted the complaints, compliant written programs, and comprehensive training and injury records.
- Employees work safer. Field audits and workplace inspections are conducted by the IAMU safety consultant. Unsafe conditions and acts are quickly eliminated or corrected. Hands-on training,

such as crane operation, confined space, fall protection, trench safety, personal awareness, ergonomic assessments, and numerous job safety analysis have been conducted by IAMU.

- Non-sworn injury costs in calendar year 2017 totaled \$5.8 million and included 41 incidents that resulted in the injured employee either missing work or working in a restricted capacity, a.k.a. lost-time injuries. Severe injuries have declined steadily over the past five (5) years to 25 in the calendar year 2022. Injury costs have also improved down to \$1,245,653 in 2022.
- Scope of work proposed by IAMU. The attached list includes the services currently provided, including audits, program development, establishment of departmental and Citywide safety teams, incident investigation, classroom and field training, and job hazard assessments. This work is conducted and/or coordinated by the IAMU safety professional.
- IAMU is proposing a 10 percent (10%) increase in cost from the current year with five (5) percent (5%) annual increases in the second and third year of the agreement. IAMU is a non-profit organization representing more than 755 municipal broadband, electric, gas, and water utilities across Iowa. IAMU was organized in 1947 and is one (1) of the largest organizations of its kind in the country. IAMU provides these services to the City as an affiliate member. No other organization is known to provide similar services, whereas a staff person would be assigned to the City on a full-time basis that also has access to their employer's robust safety resources. This partnership has worked successfully for the past five (5) years.

#### **PREVIOUS COUNCIL ACTION(S):**

Date: May 7, 2018

Roll Call Number: [18-0781](#)

Action: [Exception](#) to competitive procurement process and approving agreement with the Iowa Association of Municipal Utilities to provide services relating to safety in the workplace, \$130,000 per year through June 30, 2020 with an option for a 3% annual increase for three (3) one (1) year renewals. ([Council Communication 18-236](#)) Moved by Mandelbaum to adopt. Motion Carried 6-1. Absent: Gatto

#### **BOARD/COMMISSION ACTION(S): NONE**

#### **ANTICIPATED ACTIONS AND FUTURE COMMITMENTS: NONE**

For more information on this and other agenda items, please call the City Clerk's Office at 515-283-4209 or visit the Clerk's Office on the first floor of City Hall, 400 Robert D Ray Drive. Council agendas are available to the public at the City Clerk's Office on Thursday afternoon preceding Monday's Council meeting. Citizens can also request to receive meeting notices and agendas by email by calling the Clerk's Office or sending their request via email to [cityclerk@dmgov.org](mailto:cityclerk@dmgov.org).



---

IOWA  
ASSOCIATION OF MUNICIPAL  
UTILITIES

**Projects / Collaborations**

1. Assisted with multiple OSHA Reportable incident investigations
2. Constantly answering safety related questions from multiple departments, by phone and email
3. 16 SOPs for various departments, as well as a policy and SOP for working over water rescue, entering a homeless site, entering a nuisance property, vehicle impound, entering a burnt structure, Bloodborne Pathogen Policy for WRA
4. Confined space review and space testing
5. Attend monthly MEARC Meetings, Vehicle Accident Investigation meetings for Public Works
6. Attend monthly Safety Committee Meetings for Public Works
7. Attend monthly Safety Committee Meetings for Parks & Recreation
8. Established Vehicle Accident Investigation Committee for Parks & Recreation
9. Attend monthly Vehicle Accident Investigation meetings for Parks & Recreation
10. Established Safety Committee for the Fleet Services department
11. Attend monthly Safety Committee Meetings attended for Fleet Services
12. Attend Vehicle Accident Investigation Meeting for Fleet Services as needed
13. Attend weekly Public Works Administration meetings
14. Assisted all departments in conducting Chemical inventory Lists for SDS Binderworks
15. Annually coordinated hearing Audiograms for Fleet Services, Parks, and Public Works with Unity Point
16. Annual review of workers compensation claim data, report generated and submitted to HR
17. Stretching Program developed and implemented at Fleet Services, Parks & Recreation and Public Works departments
18. Fall Protection Program Developed
  - a. 23 Rooftop assessments conducted
  - b. Bridge fall protection procedure
  - c. Assisted in ordering proper fall protection equipment
19. Conducted ride a-longs for the City Snow plows/Neighborhood Services a. Truck cab over ergonomic air ride analysis and fix
20. Silica testing and programs completed for manhole liners in Public Works
21. Silica Program adopted city-wide
22. Hazard Communication program adopted for the city
23. Confined Spaces Program developed and adopted by Parks Dept.
24. Confined spaces inventory for Parks developed, confined spaces classified as Permit or Non-permitted spaces
25. Developed Procedures for alternate entry procedures, Permitted space entry procedures and non-permitted entry procedures for confined spaces
26. Assist in selection of new safety equipment as needed.
27. Hearing Conservation Program adopted
28. Lockout/tagout Program overhaul in progress, Lockout tagout written Energy Control Procedures in development.
29. Conduct jobsite Audits summer/spring weekly for Parks & Rec and Public works.

30. Conduct 3-5 Facility Audits each month for Parks & Rec, Public Works, and Fleet services.
31. Annually speak at the Supervisor's Bootcamp, hosted by Kenan Miller
32. Monthly review of City-wide Injury dashboard

**Training Classes Taught:**

1. 11 forklift classes: 96 Certified Operators- Attendees
2. 13 Confined Spaces classes: 135 Attendees
3. Annually conduct confined spaces Emergency rescue training
4. Annually conduct 7-Monther Orientation classes
5. 16 CPR Classes conducted
6. Conduct Silica Awareness class as needed
7. Multiple Energy Control (Lockout Tagout) Classes
8. Supervisors bootcamp Trainings
9. Qualified Operator Articulating Boom
10. Endloader Qualified Operator class as needed
11. Work Zone safety class as needed
12. Annually assisted with snow plow training for operators
13. Accident investigation class for Fleet Services Supervisors as needed
14. Fit Tests conducted annually for respirator users for Public Works, Parks, Facilities and Traffic/Engineering
15. Truck Mounted Aerial Platform Qualified Operator classes as needed
16. Slip Trip Fall Simulator classes scheduled annually for city staff
17. Situational Awareness training Sessions Hosted as needed
18. 73 Job Safety Analysis (JSA) conducted
19. 31 Personal Protective Equipment (PPE) Assessments conducted
20. DSM sent 10 employees to IAMU's mobile crane, signal person and rigging certification

This is not a complete and exhausted list of projects, programs, processes, meetings conducted by IAMU, but a high-level summary. There are still many programs and processes that still need to be reviewed and developed. With consultation with City of Des Moines management project priority is established. For further information of details not addressed in this summary, please contact Dave Hraha, IAMU Director of Member Services and Justin Schoenrock, IAMU Safety Coordinator.

**SCHEDULE A**

**SCOPE OF WORK  
PROFESSIONAL SERVICES  
OSHA PROGRAM REQUIREMENTS  
PROGRAM DEVELOPMENT AND SAFETY AND PROCEDURE TRAINING  
FOR CITY OF DES MOINES HUMAN RESOURCES PROGRAM**

**1. GENERAL**

1.1 General Description:

- 1.1.1 The Iowa Association of Municipal Utilities (IAMU, contractor) shall provide professional services for program development and safety and procedure training and consultation for City of Des Moines.
- 1.1.2 The objective of this contract is to improve the operating departments of the City to meet or exceed OSHA compliance requirements, reduce incidents and to provide supplemental training and consultation to employees in the respective departments, divisions, and work groups.
  - 1.1.2.1 Operating departments include Development Services, Neighborhood Services, Engineering, Fleet Services, Public Housing, Library, Parks & Recreation, Public Works, and Internal Services.
  - 1.1.2.2 Each operating department may include multiple divisions or work groups.
- 1.1.3 When requested, IAMU will attend monthly safety team meetings at designated department/division/work group. The purpose of IAMU in attending these meetings is to help facilitate discussion, research safety inquires, and provide expertise and recommendations to safety procedures. If IAMU is unable to attend due to unforeseen circumstances, the meeting, at the City's discretion, will be rescheduled or cancelled.
- 1.1.4 IAMU will provide professional guidance on safety related goals.
- 1.1.5 IAMU will provide incident investigation training and will assist in investigations as requested after employee incidents.
- 1.1.6 Assistance in establishing safety team and a safety culture, program development, and presentation of said programs to City departments, and associated tasks required related to OSHA some EPA safety program requirements are included in the Work.

1.1.6.1 IAMU may provide additional safety-related services to various City departments during the contract period.

1.1.6.2 Any service provided to the City by IAMU during the contract period that is not part of the OSHA Program Requirements Program Development and Safety and Procedure Training shall be provided separately under mutual agreement.

1.2 Term of Contract:

1.2.1 As per the Agreement.

1.3 Owner:

1.3.1 The Owner is defined as the City of Des Moines, Iowa (City, City of Des Moines).

1.3.2 The Owner's Representative for this project is HR Director, Human Resources Department.

1.4 The City of Des Moines will provide:

1.4.1 When available, an open conference room.

1.4.2 Internet access. Use of Internet shall be in accordance with City policies and procedures for City employees.

1.4.3 Use of standard building facilities and services including restrooms, lunchroom with vending machines, and standard custodial services.

1.4.4 Reproduction and printing services for classroom training activities and program reports.

1.5 All deliverables provided and/or developed by IAMU, resulting from the performance of IAMU's responsibilities and obligations pursuant to the Work are the property of the City of Des Moines. City of Des Moines agrees not to redistribute copyrighted model plans obtained in this agreement for other than City use.

1.5.1 Contractor agrees to provide whatever assistance is necessary for the City to preserve its interests under this provision.

1.5.2 This provision shall survive expiration and termination of the Agreement.

- 1.6 Documents and reports furnished in electronic format shall be provided in format acceptable for future City of Des Moines use.

## **2. CONTRACTOR QUALIFICATIONS AND PROJECT TEAM**

- 2.1 The contractor's personnel and management providing services under this contract shall be knowledgeable, trained, and certified or credentialed in their respective areas of expertise. The City reserves the right to perform investigations and monitor training presentations as may be deemed necessary to insure that competent persons will deploy continuous efforts to improve the quality of training presentations and safety consulting when performing the work.
- 2.2 Each IAMU staff person assigned to the Work shall all have a proven record of having successfully provided safety program development and training services to those to be provided under this contract.
- 2.3 IAMU shall designate one representative to work on-site.
- 2.4 IAMU shall designate one supervisor/manager for the project.
- 2.5 IAMU shall provide additional qualified and competent staff as necessary to complete the work.
- 2.6 If an IAMU employee is under performing, the City will give notice to IAMU. Allowing IAMU ample time to make corrections or remedy. If the performance issue is not corrected, then the employee shall be dismissed from the project, by IAMU and such person shall be prohibited from returning to the project without the written consent of the City.
- 2.7 IAMU shall be responsible for the acts and omissions of all IAMU employees and all subcontractors, their employees, agents and agent's employees, and all other persons providing services under agreement with IAMU.

## **3. PROGRAM DEVELOPMENT**

- 3.1 IAMU will develop new programs and review and update existing programs in City departments and divisions in order to ensure compliance with OSHA program requirements. Priority for the order of the program development, established by departmental interviews and a risk assessment.
- 3.2 IAMU will establish or review and update written OSHA programs for City departments and divisions.
- 3.3 IAMU will establish or review and update safety processes that support and build the safety programs in City departments and divisions and will include City-specific examples and/or photographs in the delivery of training sessions. City

will continue to receive the majority of its training through an on-line service. Processes include but not limited to job hazard analysis, PPE assessment, lockout / tagout procedures.

- 3.4 IAMU will establish written OSHA safety programs and processes for City locations, where multiple departments and divisions are located.
- 3.5 IAMU will formally solicit employee involvement and input in programs and processes to insure employee buy-in and to allow future updates to be made by City employees or others. This may be achieved by attending monthly safety committee meetings and/or direct contact within the departments.
- 3.6 IAMU will perform work on the OSHA programs as determined by 3.1.
  - 3.6.1 Perform a detailed audit of facilities and report for each department and then follow up with results and assistance to correct findings.
  - 3.6.2 Other programs as approved by the Owner's Representative during the contract period.
- 3.7 IAMU will develop and include in all work the following, as applicable or as directed by the Owner's Representative, for each program at each location.
  - 3.7.1 Photographic record of all processes.
  - 3.7.2 Audit forms, in electronic and/or paper formats, for each work group.
  - 3.7.3 Written presentation outlines, provided in electronic format.
  - 3.7.4 Records of discussions concerning ideas and opportunities to improve the quality and content of all written documents and visual presentations.
  - 3.7.5 Inspection forms, in electronic format.
- 3.8 IAMU shall perform various tests and analysis including but not limited to audiometric.
- 3.9 IAMU shall provide professional assistance in the development of general safety policies and procedures.
- 3.10 All programs, forms, processes, and other work shall meet the applicable OSHA program requirements.
- 3.11 All programs, forms, and processes shall be standardized, as much as possible, to the using department/work group.



- 3.12 IAMU will review existing programs and processes for compliance with OSHA program requirements and provide written report to the Owner's Representative.
- 3.13 IAMU will prepare recommendations for program and process improvements and submit to Owner's Representative and applicable department/division/work group.
- 3.14 For each program at each department/division/work group, IAMU will provide a comprehensive training session.
- 3.15 IAMU will assist HR Director with safety reports.

#### **4. SAFETY CONSULTATION AND PROCEDURE TRAINING**

- 4.1 IAMU will, as part of the training allotted hours, assist managers and supervisors with safety related questions and/or activities. This includes establishing and supporting safety committees and attending the safety committee meetings.
- 4.2 IAMU will assist and/or conduct incident investigations, when requested by the City of Des Moines.
- 4.3 IAMU will prepare, arrange, and present education classes and related consulting services to educate City employees on various OSHA health and safety issues, programs, and processes. It is understood that City departments/divisions may cancel or reschedule training sessions based on their work schedules. City will continue to use on-line training for the bulk of OSHA classes.
- 4.4 IAMU classes will be chosen and arranged by consultation with the individual departments and the HR Director, complying with the requirements of OSHA and relating to the specific needs of the department.
- 4.5 When applicable, each training session shall include City-specific content, including documents, photographs.
- 4.6 When possible, training sessions shall include practical or hands-on instruction.
- 4.7 All training records are maintained by City of Des Moines, only exception are the IAMU performed CPR classes.

#### **5. PROGRESS AND STATUS REPORTING**

- 5.1 The IAMU project supervisor/manager shall meet with the Owner's Representative at least once per month or as requested by the HR Director to review progress on written program development and training topics.

**6. INVOICING AND PAYMENT**

- 6.1 This Agreement shall be on a Not To Exceed basis of the monthly fee as stated in the agreement. An invoice will be submitted by the 25<sup>th</sup> of each month for work performed in the previous month.
- 6.2 The Owner's Representative will receive each month the following:
  - 6.2.1 a narrative of the work performed during the previous month,
  - 6.2.2 the planned work for the upcoming month.
- 6.3 Any work performed outside the scope of the Agreement will be agreed to in advance by IAMU and the City, billable at rates as stated in the Agreement, or otherwise agreed upon in writing.
- 6.4 For work performed outside the scope of the Agreement, the invoice shall provide the following detail.
  - 6.4.1 Date(s) work performed.
  - 6.4.2 Time of day worked on each day including start time and completion time.
  - 6.4.3 IAMU staff person name and work rate classification.
  - 6.4.4 Department, division, work group name for which services were provided.
  - 6.4.5 Description of work performed or service provided including program name.
  - 6.4.6 City of Des Moines staff person designated as point of contact for the service.