

**TO: Mayor and City Council**

**FROM: Jed Petersen, Public Works Director**

**SUBJECT: Safety Program**

**MEETING DATE: Tuesday, January 21, 2025**

**BACKGROUND**

From 2000 to 2022 the City of Cannon Falls contracted the Tier 2 program with MMUA for all safety training needs. Due to a significant cost increase and lack of customer service the contract with MMUA was terminated.

For 2023-2024 the city used Clarey's Safety as a temporary training solution that only provided limited in-person training.

For 2025 Staff would like to contract with SafeAssure for all Safety Training Needs. SafeAssure provides both in-person and online training, SDS services, and mock OSHA walk through.

SafeAssure: \$9,727 per year

MMUA: Tier 1 \$11,632 per year

Tier 2 \$13,071 per year

**REQUESTED COUNCIL ACTION**

I respectfully request a motion and approval to contract with SafeAssure to provide the City of Cannon Falls Safety Program at a cost of \$9,727 per year.



**WHAT SAFEASSURE  
WILL DO FOR  
THE CITY OF CANNON  
FALLS**

**PROPOSAL/SERVICE AGREEMENT**

**November 11, 2024 (January 2025 Start)**

## INTRODUCTION/GENERAL INFORMATION

This Proposal is made this eleventh Day of November for The City of Cannon Falls, Cannon Falls, Minnesota, herein referred to as The City of Cannon Falls and SafeAssure 7505 93<sup>rd</sup> Ave NE Willmar, Minnesota, herein referred to as SafeAssure. The service agreement year will begin on January 1, 2025, OR immediately after the signing of this proposal/agreement (if later).

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 140 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 8 to 10 committed employees (depending on time of year). Although there is other staff, key team members most directly servicing municipalities and your specific organization will include:

- Chadwick Peterson (President/Owner/Consultant/Instructor) - Overall Operations/Client Services/Quality Control
- Melanie Bauman (Office Manager) - Scheduling/Coordinating/Client Services
- Jonathon Beale (Consultant/Instructor) - Client Services
- Tom Norgel (Consultant/Instructor) - Client Services
- Tom Paul (Consultant/Instructor) - Client Services
- Tom Guntzburger (Consultant/Instructor) - Client Services
- Seth Schueller (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 Cannon Falls 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 Cannon Falls.
- 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, and any 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 Cannon Falls through Velocity (formerly MSDSONline). 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 (preferred) with Power Point presentations, workbooks, videos, and topical employee participation games (see schedule).
  - Online ZOOM (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 most subjects (see schedule) for employees directed by management to do online training (such as during shutdowns, new employees, or employees who missed on-site training).
- **Data Practices Act.** All government data collected, created, received, maintained, or disseminated for any purpose by the Parties pursuant to this Agreement shall be governed by the provisions of the Minnesota Government Data Practices Act, Minn. Stat. §§ 13.01 et seq. (“the Data Practices Act”). SafeAssure agrees to comply with the Data Practices Act as it applies to any data provided to it by the City or third parties, and further agrees to cooperate and assist City staff in complying with any data practices requests arising out of, or related to, information generated or submitted pursuant to the contract.
- 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 Cannon Falls 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 Cannon Falls management representative and SafeAssure.
- Training subject matter will include all subjects listed within the provided annual schedule (see within).

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

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

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

# The City of Cannon Falls **PROPOSED** 2025 SafeAssure Training Schedule

Onsite Training With **ONLINE** Back-Up (for those who cannot attend)

DATE	TOPIC	TIME	WHO/LOCATION
January	<b>FINALIZE SCHEDULE</b> SET UP ONLINE TRAINING SET UP SDS ONLINE SYSTEM (Velocity) REVIEW OR WRITE PROGRAMS/POLICIES AS REQUIRED CONDUCT SIMULATED OSHA INSPECTIONS OF ALL CITY FACILITIES	TBD TBD TBD TBD TBD	
February	OSHA Concerns & Questions Call 320-231-3803 <b>**ONLINE TRAINING AVAILABLE UPON REQUEST</b>		
March	TRAINING <ul style="list-style-type: none"> <li>• AWAIR/GENERAL SAFETY/PROGRAM</li> <li>• EMPLOYEE RIGHT TO KNOW</li> <li>• BLOODBORNE/INFECTIOUS DISEASES</li> <li>• EMERGENCY ACTION PLAN</li> <li>• PROPER LIFTING/WORKSTATION ERGONOMICS</li> <li>• FIRE EXTINGUISHERS</li> </ul> <b>ONLINE FOR THOSE WHO CAN NOT ATTEND</b>	ATTEND ONE OF THE BELOW  10:00AM-12:00 PM 1:00PM-3:00PM	ALL CITY EMPLOYEES ATTEND  COUNCIL CHAMBERS
April	OSHA Concerns & Questions Call 320-231-3803 <b>**ONLINE TRAINING AVAILABLE UPON REQUEST</b>		
May	TRAINING <ul style="list-style-type: none"> <li>• TRAFFIC CONTROL</li> <li>• HEAT STRESS</li> <li>• INSECTS/PLANTS</li> <li>• BUCKET TRUCK-HANDS ON TRAINING (8 EMPLOYEES)-2025 ONLY</li> </ul>	12:30PM-3:00PM	PUBLIC WORKS EMPLOYEES  PUBLIC WORKS LUNCHROOM
May/June	SEASONAL EMPLOYEE TRAINING (ALL SEASONALS SUBJECTS)	<b>ONLINE AND ZOOM OPTIONS</b>	SEASONAL EMPLOYEES ONLY
July	TRAINING <ul style="list-style-type: none"> <li>• SILICA EXPOSURE PREVENTION</li> <li>• CONFINED SPACE (HANDS ON-ENTER A SPACE)</li> </ul>	1:00PM-3:00PM	PUBLIC WORKS EMPLOYEES  PUBLIC WORKS LUNCHROOM
August	OSHA Concerns & Questions Call 320-231-3803 <b>**ONLINE TRAINING AVAILABLE UPON REQUEST</b>		
September	TRAINING <ul style="list-style-type: none"> <li>• WORKING AROUND EQUIPMENT</li> <li>• TRENCHING</li> <li>• CHAINSAW/TRIMMING/CHIPPERS</li> </ul>	1:00PM-3:00PM	PUBLIC WORKS EMPLOYEES  PUBLIC WORKS LUNCHROOM
October	TRAINING <ul style="list-style-type: none"> <li>• DEFENSIVE DRIVING (PLOWING OPERATIONS)</li> <li>• WINTER INJURIES/SLIPS-TRIPS-FALLS</li> <li>• 3 POINT CONTACT (HANDS ON)</li> </ul>	1:00PM-3:00PM	PUBLIC WORKS EMPLOYEES  PUBLIC WORKS LUNCHROOM
November	MANAGEMENT COMPLIANCE PRIORITIES AUDIT MEETING <ul style="list-style-type: none"> <li>• ACCIDENT/INJURIES REDUCTION</li> <li>• OSHA PRIORITIES/CITATIONS</li> <li>• REVIEW YEAR TRAINING OPTIONS</li> <li>• INSPECTIONS OF CITY BUILDINGS AS REQUESTED</li> </ul>	1:00PM-3:00PM	(Administrator/ PW Director  Council Chambers
December	TRAINING <ul style="list-style-type: none"> <li>• PPE/HEARING</li> <li>• LOCKOUT/TAGOUT</li> <li>• FALL PROTECTION/LADDERS</li> <li>• RESPIRATORS (VOLUNTARY)</li> <li>• LOCKOUT PROCEDURE ASSISTANCE/REVIEW</li> </ul>	1:00PM-3:00PM	PUBLIC WORKS EMPLOYEES  PUBLIC WORKS LUNCHROOM

**SITE SPECIFIC ONLINE TRAINING TOPICS AVAILABLE FOR ONBOARDING, NEW EMPLOYEES, AND THOSE WHO CANNOT ATTEND ON-SITE TRAINING.**

**NEW EMPLOYEE (ONBOARDING) ONLINE TRAINING SUBJECTS:**

- AWAIR
- Employee Right to know
- Bloodborne Pathogens
- Workstation Ergonomics (Only for those who are assigned workstations)
- Fire Extinguishers

The above subjects can also be used for make-up for those who missed on-site training.

**All other available online subjects (Public Works) are primarily to be used for those who miss on-site training due to infection control, shift work, or absenteeism.**

BLACK=EMPLOYEE TRAINING  
RED=CERTAIN EMPLOYEES/MANAGERS  
BLUE=SAFE ASSURE

**SDS On-Line Services – Site Specific  
GO TO:  
<https://safeassure.accelerate.ehs.com/>**

DOMAIN: safeassure  
EMPLOYEE LOGIN: **TBD**  
PASSWORD: **TBD**



# 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 Cannon Falls 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 Cannon Falls 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 Cannon Falls, its agents, members, and heirs from all claims, injuries, or damages of whatever nature pursuant to the provisions of this agreement.

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

**In consideration** of this signed agreement, for the period of **12 months** from January 2025 SafeAssure agrees to provide The City of Cannon Falls with the features and services. These features and services include but are not limited to OSHA compliance recommendations and consultations, scheduled classroom-training sessions (see attached 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 Cannon Falls. 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 services and schedule to be paid in full (total each year as stated below) by the agreement start month of January 2025 (or later as approved by SafeAssure or due date stated within the produced invoice).


1 YEAR TOTAL COST	\$9,727.00
SDS SERVICES (ON-LINE DATABASE)	(included)

**TOTAL ANNUAL** **\$9,727.00**

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 Cannon Falls Date

X \_\_\_\_\_  
The City of Cannon Falls Date

X   
\_\_\_\_\_  
President-SafeAssure Date 111124

FY23-24 12 months

Population	Grouping	Tier 1 COMPLIANCE PROGRAM			Tier 2 COMPETENCE PROGRAM				Tier 3 COMPREHENSIVE SERVICES PROGRAM					
		1 day every other month (6 days/year)	Cost per extra standard day	Cost per extra specialty day	1 day per month (12)	2 days/month (24 days/year)	3 days/month (36 days/year)	Cost per extra ad hoc day	4 days/month (48 days/year)	5 days/month (60 days/year)	6 days/month (72 days/year)	7 days/month (84 days/year)	8 days/month (96 days/year)	Cost per extra ad hoc day
0-1000	S-1	\$ 11,632	\$ 785	\$ 1,050	\$ 13,071	\$ 16,169	\$ 18,647	\$ 785	\$ 21,125	\$ 24,003	\$ 26,513	\$ 29,043	\$ 31,563	\$ 785
1001-3000	S-2	\$ 13,286	\$ 785	\$ 1,050	\$ 14,930	\$ 19,886	\$ 23,603	\$ 785	\$ 27,320	\$ 31,563	\$ 35,343	\$ 39,123	\$ 42,903	\$ 785
3001-5000	M-1	\$ 13,286	\$ 785	\$ 1,050	\$ 14,930	\$ 22,364	\$ 27,320	\$ 785	\$ 31,037	\$ 35,343	\$ 39,123	\$ 42,903	\$ 46,683	\$ 785
5001-7000	M-2	\$ 14,388	\$ 785	\$ 1,050	\$ 16,169	\$ 24,842	\$ 31,037	\$ 785	\$ 37,232	\$ 44,163	\$ 50,463	\$ 56,763	\$ 63,063	\$ 785
7001-17000	L-1	\$ 16,593	\$ 945	\$ 1,315	\$ 18,647	\$ 27,320	\$ 33,515	\$ 945	\$ 39,710	\$ 46,683	\$ 52,983	\$ 59,283	\$ 65,583	\$ 945
17001-23000	L-2	\$ 17,696	\$ 945	\$ 1,315	\$ 19,886	\$ 27,320	\$ 37,232	\$ 945	\$ 47,144	\$ 55,817	\$ 64,490	\$ 74,402	\$ 80,597	\$ 945
23001-26000	L-3	\$ 18,798	\$ 1,210	\$ 1,575	\$ 21,125	\$ 32,276	\$ 40,329	\$ 1,210	\$ 48,383	\$ 57,056	\$ 65,729	\$ 75,641	\$ 81,836	\$ 1,210
26001-29000	L-4	\$ 19,901	\$ 1,210	\$ 1,575	\$ 22,364	\$ 34,754	\$ 44,046	\$ 1,210	\$ 53,339	\$ 62,012	\$ 71,924	\$ 81,836	\$ 91,748	\$ 1,210
Over 29000	L-5	\$ 21,003	\$ 1,210	\$ 1,575	\$ 23,603	\$ 37,232	\$ 47,144	\$ 1,210	\$ 57,056	\$ 66,968	\$ 76,880	\$ 86,792	\$ 96,704	\$ 1,210
		5% increase from '22-23 one day charge plus one additional quarter at same rate	Includes training, recordkeeping, and mock audits	Includes accident investigations and OSHA inspection support	5% increase from '22-23 one day charge plus one additional quarter at same rate	5% increase from '22-23 two day charge plus one additional quarter at same rate	5% increase from '22-23 three day charge plus one additional quarter at same rate	Includes training, recordkeeping, and mock audits. Accident investigations and OSHA inspection support is included at this level at no extra charge	Reflects a 5% increase for those currently contracting for the same number of days from '22-23 plus one additional quarter at same rate				Includes training, recordkeeping, and mock audits. Accident investigations and OSHA inspection support is included at this level at no extra charge	

Note: Safety Management Program participants in all tiers receive mutual aid assistance at no extra charge.



To unify, support, and serve  
as a common voice for municipal utilities

[mmua.org](http://mmua.org)

Options	Tier 1 – Compliance Program	Tier 2 – Competency Program	Tier 3 – Comprehensive Program
Time	6 Service Days Per Year (Every Other Month)	1 - 3 Service Days Per Month	> 3 Service Days Per Month
Included (as time allows)*	1. Written Safety Manual Development and Maintenance - AWAIR - Bloodborne Pathogens - Confined Spaces Entry and Rescue - Employee Right to Know - Emergency Action Plan and Preparedness - Excavation and Trenching - Lockout/Tagout - Fall Protection - Personal Protective Equipment 2. Group Employee Training (in person or virtual) 3. Annual Safety Training Calendar 4. Standardized Safety Program Filing and File Management	1. Written Safety Manual Development and Maintenance - AWAIR - Bloodborne Pathogens - Confined Spaces Entry and Rescue - Employee Right to Know - Emergency Action Plan and Preparedness - Excavation and Trenching - Lockout/Tagout - Fall Protection - Personal Protective Equipment 2. Group Employee Training (in person or virtual) 3. Annual Safety Training Calendar 4. Standardized Safety Program Filing and File Management 5. Facility Safety Audit - Mock OSHA Inspection with Report 6. Worksite Safety Audit - Mock OSHA Inspection with Report 7. Worksite Training 8. Safety Grant Development and Support 9. Accident Investigation 10. OSHA Inspection Support Services 11. Limited Classic Training - Choose up to 5 options from MMUA's list of Classic Training Options	1. Written Safety Manual Development and Maintenance - AWAIR - Bloodborne Pathogens - Confined Spaces Entry and Rescue - Employee Right to Know - Emergency Action Plan and Preparedness - Excavation and Trenching - Lockout/Tagout - Fall Protection - Personal Protective Equipment 2. Group Employee Training (in person or virtual) 3. Annual Safety Training Calendar 4. Standardized Safety Program Filing and File Management 5. Facility Safety Audit - Mock OSHA Inspection with Report 6. Worksite Safety Audit - Mock OSHA Inspection with Report 7. Worksite Training 8. Safety Grant Development and Support 9. Accident Investigation 10. OSHA Inspection Support Services 11. Unlimited Classic Training - Choose an unlimited number of options from MMUA's list of Classic Training Options 12. Unlimited Technical Training - Choose an unlimited number of options from MMUA's list of Technical Training Options

\*Included offerings are subject to time limitations, based on number of days contracted.