

RESOLUTION NO. 1433

A RESOLUTION APPROVING A CONSULTANT AGREEMENT WITH JOSE GONGORA FOR SAFETY AND HEALTH CONSULTING SERVICES

WHEREAS, the City is interested in contracting with Jose Gongora for safety and health consulting services; and

WHEREAS, the City has knowledge of Jose Gongora's previous experience with safety and health services; and

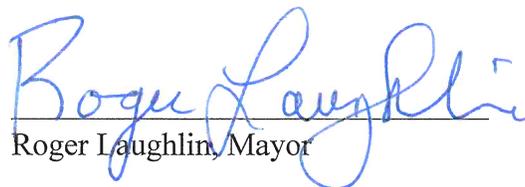
WHEREAS, the City has a desire to enter into an agreement to engage Jose Gongora as an independent contractor to perform safety and health consulting services on an "as-needed" basis; and

WHEREAS, Jose Gongora and city staff have prepared an agreement which includes the provision of safety and health services, including the facilitation of at least one City Safety Committee Meeting each month; and

WHEREAS, it is now necessary for the City Council to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves a consultant agreement with Jose Gongora for safety and health consulting services.

Passed and approved this 18th day of April, 2016.


Roger Laughlin, Mayor

ATTEST:


Matt Muckler, City Administrator/Clerk

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT entered into by and between the City of West Branch, Iowa (hereafter "City") and Mr. Jose Góngora, a resident of Cedar County, IA (hereafter "Góngora").

WHEREAS, Góngora has experience providing Safety and Health Consulting services (the "Services"); and

WHEREAS, the City desires to engage the services of Góngora to provide said Services; and

WHEREAS, the parties desire to enter into an agreement to engage Góngora as an independent contractor to perform the Services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Independent Contractor. Góngora expressly agrees that this Agreement does not create any rights as an employee of City, and that City is engaging Góngora as an independent contractor to provide the Services to the City on an "as-needed" basis.
2. Safety and Health Consulting Services. The services shall include, but not be limited to the following activities:
 - a. Assist the City in the formation of a City Safety Committee, which will include city staff representation from each city department, including administration.
 - b. Facilitate at least one City Safety Committee Meeting each month.
 - c. Incorporate into these meetings best safety practices and training from partner organizations such as the Iowa Association of Municipal Utilities (IAMU) and the Iowa Municipalities Workers' Compensation Association (IMWCA).
 - d. Conduct mock United States Department of Labor Occupational Safety and Health Administration (OSHA) walk-throughs of every city facility with appropriate city staff every six months.
 - e. Provide advice and assist in the implementation of safety improvements at all City facilities.
 - f. Within a two-year period, develop a safety manual specifically (per

the schedule outlined in subsection j) customized to meet the needs of the City which would include chapters on the following areas:

- i. Safety and Health (OSHA)
 - ii. Blood borne Disease Control (OSHA)
 - iii. Disaster Recovery Plan
 - iv. Emergency Action Plan (OSHA)
 - v. Fire Prevention Program
 - vi. Hazard Communication (OSHA, RCRA, SARA, including state right-to-know)
 - vii. Hearing Protection Program (OSHA)
 - viii. Lockout/Tagout (OSHA's Hazardous Energy Control)
 - ix. Personal Protective Equipment (OSHA)
 - x. Safety protocols and check-off lists described in subsection (k).
- g. Provide monthly written safety updates to city administrator for inclusion in Weekly Council Updates.
 - h. Provide anonymous survey to all safety committee members to measure safety program effectiveness.
 - i. Attend one Council Meeting each quarter and provide a report to Council on project progress.
 - j. Completion of two chapters and 20% (5) of the safety protocols and check-off lists per quarter.
 - k. Safety protocols and check-off lists on the following areas:
 - Winter Walking Surfaces
 - Eye Safety
 - Foot Protection
 - Head Protection
 - Stepladder Safety
 - Eye Strain
 - Cold & Flu Prevention
 - Portable Heater Safety
 - Radon Awareness
 - Preventing Silicosis
 - Bench Grinder Safety
 - Inflating Heavy Equipment Tires Safely
 - Heat Stress
 - Acclimating to Heat or Cold
 - Machine Guarding
 - Extension Cord Inspection
 - Chisel Safety
 - Chainsaw Safety
 - Compressed Air Systems Piping
 - Solvent Safety
 - Operation of equipment/machinery
 - Winter Driving
 - PRCS Evaluation
 - Alternate Entry Procedures for PRCS
 - Flushing hydrants
 - Safe operation of city vehicles

3. Compensation for Services. The City shall compensate Góngora for the Services as follows:
 - a. The City shall pay Góngora the sum of \$50 per hour for providing Safety and Health consulting services, said sum to include all applicable mileage.
 - b. Monthly compensation paid under the agreement will not exceed \$1,000.
 - c. The compensation paid under the agreement will not exceed \$24,000 unless approved by future resolution of the City Council.
 - d. The City shall pay Góngora after the second regularly scheduled City Council meeting upon submission of an invoice for the Services to the Finance Officer.
4. Use of City building and equipment. Góngora, upon request of the City Administrator, shall be allowed to access City Hall and the City equipment during regularly scheduled business hours or after hour as needed.
5. Insurance. The City shall provide liability insurance to Góngora under the City's policy.
6. Termination. Góngora or the City may terminate this Agreement by providing 30 days written notice to the other party.
7. Indemnification. That in consideration of the mutual covenants of the parties and for value received, Góngora agrees to indemnify and save harmless, City and its officers, employees, agents, and their successors, assigns and personal representatives from any claim, action, liability, loss, damage, or suit arising from the Services provided herein.
8. Form 1099. As required by law, the City will issue Góngora a Form 1099 showing the amount paid to Góngora as an independent contractor during each calendar year this Agreement is in place.

Dated this 28th day of APRIL, 2016



José A. Góngora



Roger Laughlin, Mayor

ATTEST:



Matt Muckler, City Administrator/Clerk