

**INTERNATIONAL TRAINING PROGRAM AGREEMENT
BETWEEN
INTERNATIONAL ASSOCIATION OF FIRE CHIEFS
AND
CITY OF FORT LAUDERDALE**

The International Association of Fire Chiefs, Inc. (IAFC) and the City of Fort Lauderdale, (CITY), hereinafter collectively referred to as the “Parties”, enter into this Agreement concerning a training fellowship (Fellowship) wherein CITY will host several employees of the Saudi Arabian Oil Company (Saudi Aramco) to provide those employees with practical training and experiences. IAFC and CITY hereby agree to the following terms:

I. Parties:

- a. The IAFC is a non-profit, IRS 501(c)(3), tax-exempt corporation, with offices at 4795 Meadow Wood Lane, Suite 100W, Chantilly, VA 20151.
- b. The CITY is a municipal corporation of the State of Florida. CITY’s principal business office is located at 100 North Andrews Avenue, Fort Lauderdale, FL 33301.

II. Purpose:

- a. The IAFC has entered into a professional Training and Fellowship Program Agreement with the Aramco Training Services Company (ATSC). ATSC facilitates on-the-job training for employees of Saudi Aramco, an ATSC affiliate. As part of this training, Saudi Aramco employees are placed in other companies to receive practical training and to broaden their experiences.
- b. The purpose of this Agreement between IAFC and CITY is to set out the terms and conditions to place eight (8) Saudi Aramco employees (hereafter known as “Trainees”) with CITY to receive practical training and to broaden the Trainees’ experiences.

III. Scope of Fellowship:

- a. Prior to placement with CITY, each Trainee will be Pro Board certified. IAFC shall provide CITY with proof of Pro Board certification. IAFC shall also provide CITY with a Certification of Firefighter Medical Examination.
- b. Trainees will be placed with CITY for six months. During this six-month period, Trainees will receive practical training and work experience.
- c. Prior to the arrival of Trainees, IAFC and CITY shall develop a work and training plan. CITY shall assist in completing the DS-7002 form for each Trainee.
- d. All CITY operations will be conducted in English. Trainees must have an intermediate proficiency in English prior to the Fellowship.
- e. Trainees will be assigned to work forty- eight hours per week. After an initial orientation and training period, Trainees will be assigned to a CITY station on shift work. CITY may change the assigned time to provide Trainees with a more complete experience.

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- f. While assigned to a CITY station, Trainees will be under the management, direction, and control of CITY. CITY shall have the right to control all assignment decisions based upon the need of CITY, but CITY will use reasonable and good-faith efforts to assign Trainee to meaningful, substantive, and rewarding work.
- g. Trainees will be assigned fire-related duties. Trainees shall not perform any type of emergency medical services or patient care that require a medical certification.
- h. CITY shall provide Trainees with work space, routine daily work assignments, and normal supervision.
- i. Trainees will wear CITY uniforms at all times while assigned to duties with CITY. The uniforms will have a patch that identifies Trainees as part of the Fellowship. CITY will provide IAFC with CITY's PPE specifications/standards and IAFC will purchase the necessary PPE for Trainees.
- j. CITY shall evaluate each Trainee on the same basis that it evaluates its own employees. CITY shall provide IAFC with a weekly performance review of each Trainee's assignment.
- k. At all times during this Fellowship, Trainee shall be an employee of ATSC or Saudi Aramco and shall not be an employee of CITY. CITY shall not be responsible for Trainee's salary, living expenses, health insurance, workers' compensation, other benefits, travel expenses, or any other type of expenses or insurance incidental to Trainee's participation in the Fellowship.
- l. If a Trainee is unable to continue in the Fellowship prior to the completion of six months, the Trainee may be replaced. The replacement Trainee must undergo the same initial orientation and training that the replaced Trainee underwent at the beginning of the Fellowship.

IV. Health Insurance Portability and Accountability Act of 1996 (HIPAA):

- a. CITY is a covered entity under HIPAA. As such, CITY and its employees, may not use or disclose protected health information unless the use or disclosure is required or permitted by law. CITY has policies and procedures in place to implement HIPAA.
- b. In order to comply with CITY duties under HIPAA, each Trainee shall execute a HIPAA Confidentiality Agreement prior to participation in the Fellowship.

V. Reimbursement of Expenses:

- a. IAFC shall reimburse CITY for any expenses incurred by CITY under this Agreement. Expenses that CITY may incur include, but are not limited to, uniforms, personal

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protective equipment, staffing for training Trainees, or any other items that are essential for the program to function.

- b. CITY shall submit invoices for reimbursement as an Adobe PDF file attachment to email. The email shall be sent to jmorris@iafc.org with the word "Invoice" in the subject line of the email, reference Agreement No. A-0087-2016 and contain remittance instructions.
- c. After IAFC certifies the invoice, IAFC shall promptly pay CITY the amount due within thirty (30) days in accordance with remittance instructions included on the invoice.

VI. Miscellaneous:

- a. Equal Employment Opportunity: CITY shall abide by the requirements of 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- b. Termination: Either CITY or the IAFC may terminate the Agreement, or the participation of any Trainee under this Agreement, at any time for any reason upon written notice to the other party. If either party does terminate this Agreement, or the participation of any Trainee under this Agreement, the terminating party will use reasonable and good faith effort to provide written notice twenty days prior to termination. The Parties agree that circumstances may arise where immediate termination is in the best interest of either CITY or the IAFC.
- c. Indemnification:
 - i. IAFC agrees to defend, indemnify, and hold harmless CITY, its Commissioners, officers, or employees, from any and all claims, and expenses, including but not limited to, reasonable attorney's fees, arising out of or relating to this Agreement or any act or omission by any Trainee in connection with this Agreement. No provision, term, or condition of this MOU will be construed as a waiver by CITY of the rights provided for by any provision of law, including but not limited to Section 768.28, Florida Statutes.
 - ii. CITY agrees to be responsible for its acts or omissions and the act or omissions of its officers and employees in relation to this Agreement to the extent provided by the laws of the State of Florida.
- d. The Parties agree to comply with all applicable regulations governing the Exchange Visitor Programs contained in 22 CFR Part 62. CITY is not responsible for obtaining or ensuring the validity of Trainee's Visa or legal status to participate in the Fellowship.
- e. Disputes: Should any dispute arise between IAFC and CITY regarding this Agreement, the Parties mutually agree to attempt to resolve the issue prior to any civil action. This Agreement shall be governed by and construed under the laws of the State of Florida. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances will, to any extent, be deemed lawfully invalid or unenforceable, the

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remainder of this Agreement or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held to be invalid or unenforceable, will not be effected thereby and each term, covenant, and condition of this Agreement will be valid and enforced to the fullest extent permitted by law. The Parties agree that any claims, legal proceedings, or litigation involving this Agreement shall be brought in state or federal courts of the State of Florida.

- f. Notices: All notices, authorizations, and approvals pertaining to this Agreement shall be in writing, sent by certified or registered mail to the appropriate address listed in this Agreement. The following individuals shall be the point of contact for each party regarding this Agreement.

CITY: Jo-Ann Lorber, Assistant Chief
Fort Lauderdale Fire Rescue
528 NW 2nd Street
Fort Lauderdale, FL 33311
jlorber@fortlauderdale.gov
(954) 828-6809

IAFC: Robin Zahory
Contracts Administrator
4795 Meadow Wood Lane, Suite 100W
Chantilly, VA 20151
robin.zahory@iafc.org
(703) 273-0911

- g. Remedies: All remedies available to either party for one or more breaches by the other party are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either party to act in the event of a breach of this Agreement by the other party shall not be deemed a waiver of such breach or a waiver of future breaches unless such waiver shall be in writing and signed by the party against whom enforcement is sought.
- h. Conflict of Interest: Except for customary promotional material and occasional business entertainment limited in value in any instance to the reasonable cost of a business meal, and except as specifically authorized under the terms of this Agreement, neither party shall give, offer, or accept and warrants that it has not given, offered or accepted, directly or indirectly, any money, personal services, credit or other thing of value, to or from the other party, its affiliated or related companies, or any of their agents, independent contractors or subcontractors or the employees of any of the foregoing, in order to influence the award of this Agreement or any other contract that has been or may be awarded by a party, or their terms, performance, administration, extension or termination. Further, each party shall avoid situations in which any personal interest could conflict with the interests of the other party or any of its affiliated or related companies. Each party shall inform the other party at once in writing should a party become aware that any such conflict of interest has arisen. Any violation of this provision shall constitute a substantial breach of this Agreement which, without prejudice to the non-breaching party's right to enforce any other remedy provided by law, shall empower the non-breaching party to terminate this Agreement for default and claim damages, including but not limited to, any increased costs incurred by the non-breaching party as a result of such breach.

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- i. Confidentiality: The Parties acknowledge that the provision of the training provided under this Agreement may require the exchange of each party's trade secrets, confidential and proprietary information ("Confidential Information"). Each party will use all reasonable safeguards to protect the other party's Confidential Information and use the same care and discretion to avoid disclosure, publication or dissemination of Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate. As allowed by Florida law, neither party will disclose the other party's Confidential Information to any third party without the prior written consent of the other party, except as is necessary to provide the training hereunder.
- j. Export Controls: Materials, technology and/or technical data supplied under this Agreement may be subject to U.S. Export Control Law and regulations. To the extent U.S. Export Control Law or regulations may be applicable, CITY agrees to comply fully with such law and regulations. Upon ATSC's request, IAFC shall provide ATSC with written certification that IAFC and CITY have complied with such law and regulations.
- k. Intellectual Property: For the purposes of this Agreement, Intellectual Property is any intellectual creation that either party rightfully owns prior to the execution of the Agreement or creates during the performance of this Agreement and wishes to protect. All rights, title, and interest in the intellectual property, data or materials legally owned by either party prior to the execution of the original Agreement, whether or not utilized in the performance of this Agreement, shall remain exclusive property of the original owner.
- l. Debarment and Suspension (Executive Orders 12549 and 12689): No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."
- m. Amendments: This constitutes the entire Agreement, and any amendment or modification to this Agreement shall be in writing and signed by both Parties.
- n. Relationship of Parties: The Agreement shall not constitute a joint venture, partnership, consortium, or any other form of business arrangement or organization, other than the mutual understanding and the rights and obligations of the Parties as expressly set forth. Neither party shall have the authority to bind the other party or make commitments of any kind or on behalf of the other party, nor act as an agent or partner of the other for any purpose whatsoever.
- o. Waiver and Release of Liability: Each Trainee shall execute a Waiver of Release of Liability with CITY prior to participation in the Fellowship.
- p. This Agreement will be binding upon and inure to the benefit of the Parties and their successors and assigns.

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- q. The Parties will each comply with all applicable federal, state, and local laws, rules, regulations, and guidelines related to their performance under this Agreement.
- r. Any term, condition, or obligation that requires performance by either party subsequent to the termination of this MOU will remain enforceable against such party subsequent to the termination.
- s. This Agreement shall not give any person not a party to this Agreement any right to enforce its provisions.
- t. The Parties may execute this Agreement in counterparts.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date last written below.

WITNESSES:

**INTERNATIONAL ASSOCIATION OF FIRE
CHIEFS, INC.**

By: _____

J. Robert (Rob) Brown, Jr.
CEO and Executive Director

[Witness print/type name]

[Witness print/type name]

ATTEST:

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by J. Robert (Rob) Brown, Jr., CEO and Executive Director of International Association of Fire Chiefs, Inc., who has the authority to execute this Agreement on behalf of International Association of Fire Chiefs, Inc.

(SEAL)

(Signature of Notary Public – State of Florida)

Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

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CITY OF FORT LAUDERDALE, a municipal
corporation

By: _____
CHRISTOPHER J. LAGERBLOOM
City Manager

_____ day of _____, 2022

(CORPORATE SEAL)

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form:
Alain E. Boileau, City Attorney

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney