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Filed: 04-16-19

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019 - 096

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Memorandum of
2 Understanding between the International Association of Fire Chiefs
3 and the City of Springfield for the purpose of the Fire Department
4 serving as a host agency for the International Association of Fire
5 Chiefs International Fellowship Program.
6
7

8 WHEREAS, the International Association of Fire Chiefs (“IAFC”) has established
9 a professional training agreement with Aramco Training Services Company (“ATSC”);
10 and
11

12 WHEREAS, IAFC facilitates professional on-the-job training for selected
13 employees of the Saudi Arabian Oil Company, an affiliate of ATSC; and
14

15 WHEREAS, IAFC selects leading United States fire departments to serve as host
16 agencies for the International Fellowship Program; and
17

18 WHEREAS, IAFC has expressed a desire for the City of Springfield Fire
19 Department (“SFD”) to serve as a host agency; and
20

21 WHEREAS, SFD wishes to partner with IAFC for the purpose of participating in
22 the International Fellowship Program; and
23

24 WHEREAS, the International Fellowship Program is designed to be cost-neutral
25 to the host agency.
26

27 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
28 SPRINGFIELD, MISSOURI, as follows, that:
29

30 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
31 a Memorandum of Understanding (“MOU”) with IAFC for the purpose of allowing the
32 Springfield Fire Department to participate in the IAFC International Fellowship Program
33 as a host agency. Said MOU shall be in substantially the same form and content as that

34 document attached hereto and incorporated by reference as "Exhibit 1." The City
35 Manager, or his designee, is further authorized, upon the execution and approval of the
36 agreement by all parties thereto, to perform, or direct to be performed, all of the duties
37 and obligations under the Agreement.

38
39 Section 2 – This Ordinance shall be in full force and effect from and after
40 passage.

41
42 Passed at meeting: _____

43
44 _____
45 Mayor

46
47 Attest: _____, City Clerk

48
49
50 Filed as Ordinance: _____

51
52 Approved as to form:  _____, Assistant City Attorney

53
54
55 Approved for Council action:  _____, City Manager
56

EXPLANATION TO COUNCIL BILL 2019- 096

FILED: 04-16-19

ORIGINATING DEPARTMENT: Fire

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Memorandum of Understanding between the International Association of Fire Chiefs and the City of Springfield Fire Department for the purpose of the Fire Department serving as a host agency for the International Association of Fire Chiefs International Fellowship Program.

BACKGROUND INFORMATION:

The International Association of Fire Chiefs (“IAFC”) has an established professional training agreement with Aramco Training Services Company (“ATSC”) who facilitates on-the-job training for selected employees of the Saudi Arabian Oil Company, an affiliated of ATSC. This training agreement provides opportunity for Firefighters of Saudi Aramco Fire Protection Department to be placed with host fire service agencies in the United States to receive practical training and work experience meaningful to their professional development.

REMARKS: Due to scheduling and logistics for the Springfield Fire Department and the IAFC, the anticipated arrival of the cohort, if approved, is Spring 2020.

Submitted by:



David Pennington, Fire Chief



Jason Gage, City Manager

Exhibit 1

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into between the International Association of Fire Chiefs (IAFC), a non-profit, IRS 501(c)(3), tax-exempt corporation with offices at 4795 Meadow Wood Lane, Suite 100, Chantilly, VA 20151, and the City of Springfield Missouri / Springfield, Mo. Fire Department (SFD), located at 830 Boonville Ave., Springfield, MO, The IAFC and SFD may be referred to in this document either singly or in plural as “the Parties.”

The IAFC has entered into a Professional Training Program Agreement (PTPA) with the ARAMCO TRAINING SERVICES COMPANY (hereinafter referred to as “ATSC”). ATSC facilitates on-the-job training for selected employees of the Saudi Arabian Oil Company (“Saudi Aramco”), an ATSC affiliate. As part of this training, selected Saudi Aramco employees are placed in other companies to receive practical training and to broaden their experiences.

The purpose of this MOU is to set out a mutual understanding between the IAFC (hereinafter referred to as the “HOST”) and SFD (hereinafter referred to as the “HOST DEPARTMENT”) to place eight (8) Saudi Aramco employees (hereinafter collectively referred to as “TRAINEE” with the HOST DEPARTMENT for the purpose of practical training or work experience (hereinafter referred to as “TRAINING” and as described in Schedule “A” to this MOU). TRAINEE’s assignment shall be for a term of approximately six (6) months. TRAINEE shall receive practical training and work experience within the HOST DEPARTMENT and will be under the HOST DEPARTMENT’s management, direction, and control during the term of TRAINEE’s assignment with HOST DEPARTMENT. HOST DEPARTMENT shall be responsible for and shall direct TRAINEE’s work during the term of TRAINEE’s assignment, under the HOST’s supervision. HOST DEPARTMENT shall endeavor to assign TRAINEE to meaningful, substantive and rewarding work, not exclusively routine staff work.

Training and Consideration:

HOST DEPARTMENT shall provide each TRAINEE with the TRAINING as described in Schedule “A” to this MOU.

HOST DEPARTMENT shall not be responsible for the salary, living expenses, and travel expenses pertaining to TRAINEE during TRAINEE’s assignment with HOST.

In consideration for receiving the benefit of the services of TRAINEE, HOST DEPARTMENT shall provide TRAINEE with office space, routine daily work assignments and normal supervision. Work performed by TRAINEE during the TRAINEE’s assignment with HOST DEPARTMENT shall be deemed to be work performed by TRAINEE on behalf of HOST DEPARTMENT and any remuneration or compensation HOST DEPARTMENT receives for the work product and results of TRAINEE’s services during the assignment with HOST DEPARTMENT shall be for HOST DEPARTMENT’s benefit.

If a TRAINEE is unable to continue in the program (for any unforeseen and acceptable reason) prior to the completion of 6 months, ATSC shall have the option of replacing that TRAINEE.

HOST DEPARTMENT may incur expenses that will require reimbursement from the HOST. All sums that become due under this MOU shall be paid by the HOST promptly after submission of an itemized invoice as follows:

HOST DEPARTMENT invoices shall be addressed to:

International Association of Fire Chiefs, Inc.
4795 Meadow Wood Lane, Suite 100
Chantilly, VA 20151
Ref: Agreement No. A-0087-2016

HOST DEPARTMENT shall submit invoices in digital format as an Adobe PDF file attachment to an email sent to lbell@iafc.org, with the word "invoice" somewhere in the subject line of the email. Complete remittance instructions should be included on the invoice. After certification of each invoice by HOST, HOST shall promptly pay HOST DEPARTMENT the amount due. Payments to HOST DEPARTMENT shall be made in accordance with HOST DEPARTMENT's remittance instructions.

Authorization to Work:

ATSC is solely responsible for obtaining for each TRAINEE a J-1 Visa (Exchange Visitor Visa) which authorizes TRAINEE to undertake the practical training and work experience contemplated by this MOU. TRAINEE's original U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification (I-9) form, together with a copy of TRAINEE's visa and immigration documents, shall be maintained at ATSC's offices. Upon request, HOST shall be entitled to receive a copy of such forms and documents on or prior to deployment of each TRAINEE at HOST DEPARTMENT.

Indemnification:

The HOST agrees to defend, indemnify and hold the HOST DEPARTMENT, and its directors, officers, or employees harmless from any and all claims, demands, suits, causes of action, judgments, obligations, damages, liabilities, penalties, costs and expenses of any kind or nature including, without limitation, reasonable attorney's fees or disbursements, arising out of or relating to the HOST DEPARTMENT's performance or breach of the MOU or negligent or wrongful act or omission (or alleged act or omission) in connection with this MOU.

The HOST further agrees to defend, indemnify and hold the HOST DEPARTMENT, and its directors, officers, or employees harmless from any and all claims, demands, suits, causes of action, judgments, obligations, damages, liabilities, penalties, costs and expenses of any kind or nature including, without limitation, reasonable attorney's fees or disbursements, arising out of

any claim by a trainee for workers' compensation that arises in connection with the services to be performed pursuant to this MOU.

Applicable Law:

This MOU and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Any litigation concerning any controversy or claim arising out of or relating to this MOU or any breach thereof shall be proper only in the Circuit Court of Greene County, Missouri.

The parties agree to comply with all applicable regulations governing Exchange Visitor Programs contained in the Code of Federal Regulations (22 C.F.R. Part 62, et seq.). ATSC shall ensure that each TRAINEE has the insurance coverage required by such regulations (22 CFR 62.14). A summary of the health insurance coverage provided to each TRAINEE will be provided by ATSC to HOST and will be made available to HOST DEPARTMENT upon request.

Employment Status:

TRAINEE shall at all times remain an employee of Saudi Aramco whose services are being lent to HOST DEPARTMENT. TRAINEE shall not be eligible for any employee benefits provided by HOST DEPARTMENT to its employees.

Equal Employment Opportunity:

The HOST DEPARTMENT shall abide by the requirements of 41 CFR, part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Termination:

HOST may terminate this MOU, or the assignment of any TRAINEE under this MOU, at any time by giving prior written notice of such termination to HOST DEPARTMENT, twenty (20) days prior to the date of such termination.

Should the HOST commit a material breach of this MOU, HOST DEPARTMENT may terminate the training assignment of one or more TRAINEEs or may terminate this MOU by giving HOST thirty (30) days written notice to that effect. If a TRAINEE's assignment is

terminated, all TRAINEE's lesson plans and resources will be made available to HOST who must share with ATSC and its Affiliates through the IAFC Academy, the IAFC's web-based learning platform.

The obligations under the Confidentiality, Intellectual Property, Settlement of Disputes, and Liability provisions set forth herein shall survive the termination of TRAINEE's assignment or the termination of this MOU.

Notices:

All notices, authorizations and approvals pertaining to this MOU shall be in writing. All notices between the parties shall be sufficient when delivered in person or sent by email or facsimile, or by certified or registered mail, to the appropriate address listed in this MOU.

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 MOU 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.

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 MOU, 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 MOU 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 MOU 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 MOU 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.

Confidentiality:

Both 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. 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.

Export Controls:

Materials, technology and/or technical data supplied under this MOU may be subject to U.S. Export Control Law and regulations. To the extent U.S. Export Control Law or regulations may be applicable, HOST DEPARTMENT agrees to comply fully with such law and regulations. Upon ATSC's request, HOST / HOST DEPARTMENT shall provide ATSC with written certification that HOST / HOST DEPARTMENT has complied with such law and regulations.

Intellectual Property:

For the purposes of this MOU, Intellectual Property is any intellectual creation that either party rightfully owns prior to the execution of the MOU or creates during the performance of this MOU and wishes to protect. Protection may come in the form of patents, copyrights, trade secrets, trademarks, trade names, and other mechanisms to prevent unauthorized access to the property.

- A. All rights, title, and interest in the intellectual property, data, or materials legally owned by either party prior to the execution of the original MOU, whether or not utilized in the performance of this MOU, shall remain exclusive property of the original owner.

Relationship of the Parties:

- A. This MOU 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 herein.
- B. None of the parties shall have the authority to bind the other party or make any commitments of any kind for or on behalf of the other party nor act as an agent or partner of the other for any purpose whatsoever.

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." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549.

General Provisions:

HOST DEPARTMENT shall not subcontract any part of the work or services under this MOU without HOST's prior written consent.

If HOST approves a proposed subcontractor, the following provisions shall apply:

- a) HOST DEPARTMENT shall remain primarily responsible for (i) all services and work performed by any subcontractor and (ii) all goods, materials or equipment provided by any subcontractor.
- b) HOST DEPARTMENT shall be fully responsible for the acts and omissions of all of its subcontractors, at whatever tier.
- c) HOST DEPARTMENT shall schedule, coordinate and manage the services and work performed by any subcontractor and ensure that all services and work performed by any subcontractor complies with the terms of this MOU, including any schedule deadlines.
- d) HOST DEPARTMENT shall ensure that all subcontracts contain provisions that obligate said subcontractors to fully comply with all of the terms and conditions of this MOU.

This MOU shall be binding upon and inure to the benefit of the successors and assigns of the parties to this MOU; however, this MOU may neither be assigned nor transferred either in whole or in part, by either party without first obtaining the written consent of the other party.

Failure of either party to exercise any of its rights under this MOU shall in no way constitute a waiver of those rights, nor shall such failure excuse the other party from any of its obligations under this MOU. No benefit or right accruing to either party under this MOU shall be waived unless the waiver is reduced to writing and signed by both parties to this MOU. The waiver, in one instance, of any act, condition or requirement stipulated in this MOU shall not constitute a continuing waiver or a waiver of any other act, condition or requirement or a waiver of the same act, condition or requirement in other instances, unless specifically so stated.

This MOU shall not give any person not a party to this MOU any right to enforce its provisions. The laws of the State of Maryland shall govern this MOU without regard to conflicts of laws principles. If any provision(s) of this MOU are invalid or inoperative under law, the remaining provisions of this MOU shall continue in full force and effect. This MOU may be executed in any number of counterparts, and each and all counterparts together shall constitute one and only one agreement. This MOU contains the entire agreement of the parties and supersedes any and

all previous agreements they may have made with regard to the subject matter of this MOU, whether orally or in writing.

IN WITNESS WHEREOF, the parties hereto have set their hands. This MOU will be effective beginning fourth quarter 2019 and will be in effect until second quarter 2020.

FOR International Association of Fire Chiefs, Inc.

By: _____
Mark W. Light
CEO and Executive Director

Date: _____

FOR Springfield Fire Department

By: _____
David Pennington
Fire Chief

Date: _____

FOR City of Springfield

By: _____
Jason Gage
City Manager

Date: _____

SCHEDULE A

SCOPE OF WORK

The International Association of Fire Chiefs (IAFC) is partnering with the Springfield Fire Department (SFD) to develop an International Fellowship Program, an immersion-based training program with the U.S. fire service for Saudi Aramco Firefighters (“TRAINEES”). Through the program, TRAINEES will internalize the traditions and best practices of the U.S. fire service and will develop a framework to apply what they’ve learned at Saudi Aramco’s Fire Protection Department.

General overview:

- Eight TRAINEES will begin their program with SFD in the fourth quarter of 2019 and conclude in the second quarter of 2020.
- TRAINEE’s work schedule shall be limited to 40 hours a week. The TRAINEE is responsible for reporting all hours worked in excess of the regular established work schedule to the IAFC.
- SFD shall evaluate TRAINEE on the same basis that it evaluates its own employees. In addition to normal supervision, SFD shall provide the IAFC with a monthly performance evaluation of the TRAINEE’s assignment.
- During the program, TRAINEES will be expected to work on a research paper with guidance from an IAFC designated “Advisor.”
- Leadership classes for TRAINEES will also be open to as many SFD personnel as the class curriculum is designed for.

Proposed Plan of action:

- The TRAINEES will begin with a two to four-week orientation program. The IAFC and SFD will collaboratively develop the orientation program and ensure that the TRAINEES are issued uniforms/PPE and an administrative and operational orientation to SFD. During this period, SFD will assess each TRAINEES ability to perform to SFD’s standard. The IAFC and SFD will assess the TRAINEES fitness for the program before embedding them at SFD stations.
- TRAINEES will be embedded at SFD fire stations for approximately five months. At the mid-point of their “station-time,” the IAFC and SFD will meet with TRAINEES to discuss their experience to date and provide feedback.
- IAFC and SFD will collaborate on developing an agenda for TRAINEES last week.

End of Schedule A