



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/9/2025

File ID: TMP-5068

Department: Fire and Rescue

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Clarion Events, Inc.

Resolution No.

Finance Information:

Account Number: \$29,999.00

City Cost Amount: 29,999.00

Total Cost: 29,999.00

Special Circumstances: NA

Grant Funded: No

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below) NA

Address:

District: District 1 District 2 District 3 District 4 District 5

Additional Comments:

RESOLUTION NO. 25- _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville, a municipal corporation in the State of Alabama, and Clarion Events, Inc. for their Fire Engineering Training Management subscription service solution for Huntsville Fire and Rescue which said Agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Agreement between the City of Huntsville and Clarion Events, Inc.” consisting of five (5) pages plus two (2) additional page consisting of Schedule “A” and the date of January 9, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 9th day of January, 2025.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 9th day of January, 2025.

Mayor of the City of Huntsville,
Alabama

FIRE ENGINEERING™ • TRAINING •

Subscription Services Terms and Conditions

The following terms and conditions (the “Agreement”) apply to all Subscription Services, as defined below, purchased by the entity or individual using the Subscription Services (the “User”) from Clarion Events, Inc. (“Clarion Events”). If purchased on behalf of others, the User represents and warrants that all individuals who have access to the Subscription Services are each considered a User and guarantees that all individuals will comply with the terms of the Agreement.

WHEREAS, Clarion Events has developed and implemented Fire Engineering Training™ and other services which can be purchased on a subscription basis (the “Subscription Services”);

WHEREAS, the User wishes to purchase the Subscription Services from Clarion Events; For good and valuable consideration, the receipt of which is hereby acknowledged, Clarion Events and the User agree to the following:

1. **Term.** This Agreement becomes effective and enforceable upon the User’s purchase of the Subscription Services, or the User’s use of the Subscription Services, whichever occurs first. This Agreement shall remain in effect for a minimum one (1) year period commencing on the purchase date, unless a different time period is specified on any applicable order form (the “Initial Term”): provided, however, that the Term will be extended for successive one-year periods thereafter (each a “Renewal Term”) by issuance of a Purchase Order. The Initial Term and all subsequent Renewal Terms shall collectively comprise the “Term” of this Agreement not to exceed three (3) years in total. Notwithstanding the foregoing, Clarion Events may terminate this Agreement upon written notice to the User due to the User’s breach, insolvency or bankruptcy, or failure to comply with the spirit of the Agreement as determined in Clarion Events’ sole discretion.
2. **Termination.** This Agreement shall terminate:
 - A. In the event unobligated funds are no longer available to satisfy the obligation of the User, or

President of the City Council of the City of
Huntsville, Alabama
Date: _____

on Subscription Materials or Derivative Works and shall include such notices at the appropriate place on each copy thereof.

- **Right to Use; Limitations on Use.** Subject to the terms, conditions, and limitations in this Agreement, Clarion Events hereby grants to the User a limited, nontransferable, revocable license to use the Subscription Materials and any Derivative Works solely for the User's internal purposes. The User shall not copy, republish, lend, distribute, post on servers, transmit, redistribute, or display, in whole or in part, by any means or medium, whether electronic or mechanical, or by any informational storage and retrieval system, any Subscription Materials or any Derivative Work other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, the User will not import, upload, or otherwise make available any Subscription Materials or any Derivative Work into or onto any third party, document, knowledge, or other content management system or service without Clarion Events' prior written consent. The User's right to use the LMS is limited to the right expressly granted in this Agreement. All rights not expressly granted to the User are reserved and retained by Clarion Events and its licensors.
- **User Data.** As between the User and Clarion Events, all User Data, defined as data owned by User prior to the execution of this Agreement or data not otherwise subject to a Derivative Work, is the User's property; provided that the User grants a perpetual, unlimited, royalty-free, worldwide license to Clarion Events to use User Data in an aggregated and anonymized form. The User hereby acknowledges and agrees it has read and understands Clarion's privacy policy, which can be found at <https://us.clarionevents.com/privacy-policy>.
- **Generally; Injunctive Relief.** Except as expressly provided herein, nothing in this Agreement shall be construed as conferring any rights or license to Clarion Events' trade secrets, intellectual property, Confidential Information, Subscription Materials, or the software underlying such products and services, whether by estoppel, implication or otherwise. The User may not decompile, disassemble, reverse engineer or otherwise attempt to discover any source code contained in any software-based Subscription Services. Notwithstanding any other term or condition herein, the User grants all rights and permissions in or relating to User Data as are necessary or useful to Clarion Events to enforce this Agreement, exercise Clarion Events' rights, and perform Clarion Events' obligations hereunder. The User acknowledges that a breach or threatened breach of any portion of this Section 3 may cause irreparable harm and shall entitle

B. In the event of a breach or default, Clarion Events fails to cure the breach or default within a thirty (30) day period, or otherwise remedy the breach or default to the reasonable satisfaction of the User, then the User may, at its election: (1) in writing terminate the Agreement in whole or in part; and/or (2) pursue any other remedy then available, at law or in equity, to the User for such default.”

3. **Subscription Fee/Invoicing.** Clarion Events will invoice the User for purchased Subscription Services at the commencement of the Initial Term and thirty (30) days prior to the beginning of each Renewal Term. The User will pay the invoiced amount by Clarion Events within thirty (30) days of the invoice date. Payment instructions are included on the applicable order form, which is attached to and made part of this Agreement, and the User agrees to comply with all such instructions. Clarion Events reserves the right to increase pricing for each Renewal Term.

4. **Ownership of Materials; Derivative Works; Right to Use. Learning Management System.**

The User understands and agrees that part of the Subscription Services may include the use of Clarion Events' Learning Management System (“LMS”), Fire Engineering Training™, as described below:

- **Generally.** The User acknowledges and agrees that all learning management system services, including but not limited to all online courses, videos, test banks, skills templates and all other materials provided by Clarion Events to the User from time to time during the term of this Agreement (such materials collectively, the “Subscription Materials”) are proprietary products of Clarion Events, protected under U.S. copyright, trademark, patent, and other applicable law. Subject to the terms, conditions, and limitations of this Agreement, Clarion Events hereby grants the User a limited, nontransferable, revocable license to prepare derivative works of the Subscription Materials subject to the terms and conditions of this Agreement(each, a “Derivative Work”); provided, however, that the User acknowledges and agrees that Clarion Events is the sole owner of all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and the User hereby assigns and transfers to Clarion Events all right, title and interest in and to all Derivative Works, including the copyrights and other intellectual property and proprietary rights therein or pertaining thereto. The User will not remove any copyright notice or other notice of Clarion Events appearing

Clarion Events to injunctive relief in addition to any other available remedy.

5. **Warranty Disclaimer.** ALL SUBSCRIPTION SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS IS" AND CLARION EVENTS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS IMPLIED, STATUTORY, OR OTHERWISE, CLARION EVENTS SPECIFICALLY DISCLAIMS AND THE USER SPECIFICALLY WAIVES ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURCHASE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
6. **Disclaimer of Liability.** The User acknowledges and agrees that Clarion Events, its officers, agents, managers, and employees will have no liability to the User or any other person or entity arising from or related to the Subscription Services or the Subscription Materials, or any act or omission by the User or its personnel pursuant to, or in reliance on, any of the Subscription Materials.
7. **Limitation of Liability.** Clarion Events' cumulative liability to the User and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relations to this Agreement, the Subscription Services, or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Clarion Events by the User for the purchased Subscription Services under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Clarion Events be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Clarion Events has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether the User's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.
8. **Confidential Information.** The User understands and agrees that it will be exposed to Clarion Events' confidential and proprietary information, including trade secrets, and shall not disclose such information to third parties, and is permitted to only use such information as described in this Agreement. For the avoidance of doubt, the User shall not use the Subscription Services, Subscription Materials, or any other information or documentation covered by this Agreement for any other purpose other than internal use.

9. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Alabama, without giving effect to any choice of law doctrine that would case the law of any other jurisdiction to apply.

10. **Entire Agreement.** This Agreement, including any applicable order forms, embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, inducement, or statement or intention has been made by any party hereto that is not embodied in this Agreement. In the event of a conflict of terms between an order form, executed by the User and Clarion Events, and this Agreement, the terms of the order form shall prevail. Terms and Conditions set forth in any purchase order, or any other form or document of the User, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Clarion Events, and shall not be considered binding on Clarion Events unless specifically agreed to in writing by it.

If you have any questions, please reach out to support@fireengineeringtraining.com.



Schedule A

Date: 12/17/2024

Regional Sales Manager: Joseph Haymes

Client Information

Client Name: City of Huntsville	
Address: 305 Fountain Circle SW Huntsville, Alabama 35801	
Primary Contact Name: Wesley Ogle	Primary Contact Phone: (256) 851-4033
	Primary e-mail: wesley.ogle@huntsvilleal.gov

Agreement Term

Effective Date: 1/31/2025	Initial Term: 36 Months
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Invoicing Contact Information

Billing Contact Name: Wesley Ogle

Billing Address: 305 Fountain Circle SW Huntsville, Alabama 35801	Billing Phone: (256) 851-4033	
Billing e-mail: wesley.ogle@huntsvilleal.gov	PO #:	Billing Frequency: Annual Payment Terms: 30 Days

Fees:

YEAR 1

Product	Description	Qty	List Price	Discount	SubTotal
Annual Maintenance Fee	Maintance and Updates for Site	1	\$195	\$0	\$195
Fire Engineering Training Premium Platform	Online training management platform for Fire & EMS professionals. Online libraries include: Fire, EMS, OSHA, HR and more.	450	\$99	(\$20)	\$35,550
Year 1 Discount		1	N/A	(\$5,746)	-\$5,746
Set Up Fee	Set up and Implementation	1	\$1,500	(\$1,500)	\$0
Total Investment: Year 1					\$29,999

NOTES: Set-Up Fee waived and discount applied if signed by 1/31/2025. *One time discount applied for year 1. Standard pricing resumes in year 2.

YEAR 2

Product	Description	Qty	List Price	Discount	SubTotal
Annual Maintenance Fee	Maintance and Updates for Site	1	\$195	\$0	\$195
Fire Engineering Training Premium Platform	Online training management platform for Fire & EMS professionals. Online libraries include: Fire, EMS, OSHA, HR and more.	450	\$103	(\$20)	\$37,350
Set Up Fee	Set up and Implementation	1	\$1,500	(\$1,500)	\$0
Total Investment: Year 2					\$37,545



Schedule A

Date: 12/17/2024

YEAR 3

Product	Description	Qty	List Price	Discount	SubTotal
Annual Maintenance Fee	Maintance and Updates for Site	1	\$195	\$0	\$195
Fire Engineering Training Premium Platform	Online training management platform for Fire & EMS professionals. Online libraries include: Fire, EMS, OSHA, HR and more.	450	\$107	(\$20)	\$39,150
Set Up Fee	Set up and Implementation	1	\$1,500	(\$1,500)	\$0
Total Investment: Year 3					\$39,345

City of Huntsville

Fire Engineering Training

Signed by: _____

Signed by: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Title: _____

Title: _____

This quote is valid for 30 days from the date at the top of this page.

[See Attached Terms and Conditions](#)

By signing herein, you confirm that you have read and agree to abide by the Terms and Conditions attached below and that they are binding and enforceable provisions of this agreement. References to the "Agreement" shall refer to this proposal as well as the Terms and Conditions, taken as a whole.