

RESOLUTION NO. 24- _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor is hereby authorized to enter into an Agreement, by and between the City of Huntsville, a municipal corporation in the State of Alabama, and Clyde Gordon, an individual, which said Agreement is attached hereto and identified as “Agreement between the City of Huntsville and Clyde Gordon for the Facilitation of Training Services” working in conjunction with two other individuals to deliver specialized fire tactics instruction in a train-the-trainer format consisting of five (5) pages and the date of July 11, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 11th day of July 2024

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

APPROVED this the 11th day of July 2024

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON)

RECITALS

WHEREAS, Gordon has the necessary qualification to facilitate and deliver the said training;

1.0 SCOPE OF WORK

The course schedule will include one (1) eight-hour day of lecture with an unlimited number of HFR personnel whereby the instructors will cover the command and engine company operations in response to mid-rise fireground operations. The goal is to expose both command and engine company personnel to the tactics and mindset of the mid-rise fire tactics. The course schedule will also include (2) eight-hour days of hands-on instruction for a maximum thirty (30) HFR Training and Adjunct Instructor personnel.

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HFR TRAINING PERSONNEL REQUIREMENTS

The maximum thirty (30) HFR Training and Adjunct Instructor personnel participating on days two and three must be the same individuals for both days and must have attended the first day of lecture. Participants must be able to climb stairs and engage in strenuous activity. HFR personnel shall be permitted to substitute students as necessary if assigned students become unavailable to attend.

EQUIPMENT REQUIREMENTS

HFR will provide apparatus, equipment, facilities and personnel necessary to conduct the training. Gordon shall structure the training around the available apparatus, equipment, facilities and personnel available.

DELIVERABLES:

Gordon will provide a certificate of completion for each participant who attends all three days of training. Additionally, and for continuous improvement purposes, Gordon will provide HFR Administration with a summary of participant evaluations, recommendations for tactics, and copies of the presentation and outline used for the training.

2.0 PERIOD OF PERFORMANCE AND SCHEDULE:

The initial Training session shall commence on August 20-22, 2024 for three (3) consecutive days. Additional Training sessions for similar training will be coordinated as needed to commence no later than August 31, 2025.

3.0 CONTRACT PRICE:

In consideration of the services rendered hereunder, the City shall pay Gordon for the work performed pursuant to the Scope of Work the following which includes the fee for the training, travel, lodging, and incidentals a rate of one thousand nine hundred fifty-seven dollars and fifty cents (\$1,957.50) per day per instructor. The City shall pay Gordon within thirty (30) days from the date of receipt of an invoice following the completion of the training.

Day One of Training:	8-hour Lecture	\$1,975.50
Day Two of Training:	8-hour hands-on	\$1,975.50
Day Three of Training:	8-hour hands-on	\$1,975.50

4.0 PLACE OF PERFORMANCE:

The contract will be performed at the HFR Training Center located at 5365 Triana Blvd SW, Huntsville, AL 35805.

5.0 GORDON PERFORMING AS AN INDEPENDENT CONTRACTOR:

In the performance of this work, it is understood between the parties that Gordon and any other instructors working in conjunction with Gordon pursuant to this Agreement shall be acting as independent contractors and not as employees of the City of Huntsville. Gordon shall have no authority to obligate the City to any indebtedness or other obligation.

6.0 NOTICES:

All notices to be delivered hereunder shall be delivered to the other party by placing the same in the United States Mail, First Class postage prepaid, by prepaid overnight service through Federal Express or United Parcel Services or by hand delivery, to the addressee, addressed as follows:

Clyde Gordon 1612 Koy Road Bellville, TX 77418	City of Huntsville Fire and Rescue Attention: Deputy Fire Chief Wesley Ogle P O Box 308, Huntsville, AL 35804 305 Fountain Circle, Huntsville, AL 35801
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7.0 ENTIRE AGREEMENT:

The contract between the City and Gordon consists of this written Agreement and any documents or drawings furnished by the City and referenced herein. This written Agreement, including all attachments, constitutes the entire agreement between the City and Gordon with reference to the Scope of Work delineated within. Except to the extent specifically excluded herein, this Contract supersedes any bid or proposals documents and all prior written or oral communication, representation, and negotiations, if any, between the City and Gordon.

8.0 GORDON RESPONSIBLE FOR HIS OWN INJURIES

Gordon shall be responsible for any injuries incurred by him during the performance of the Work of this Agreement and release and holds harmless the City of Huntsville, its officers, employees and elected officials from liability for any such injuries.

9.0 Effective Date of Contract:

This contract shall be effective on the date this Agreement is executed by the last party to execute it.

10.0 Nothing contained in this Contract shall create or be interpreted to create privity or any other contractual agreement between the City and person or entity other than Gordon.

11.0 No Waiver Clause:

The failure of either party to insist in one or more instances upon the performance of any term of this Contract is not a waiver of the party's right to future performance of such terms.

12.0 This agreement shall be governed by the laws of the State of Alabama. Proper venue to enforce any section of this agreement shall be in the Circuit Court of Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division.

13.0 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

14.0 When a word, term or phrase is used in this Contract, it shall be interpreted or construed. First, as defined herein; second, if not defined, according to its generally accepted meaning in the Contractual industry; and third, if there is no generally accepted meaning in the Contractual industry, according to its common and customary usage.

15.0 The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase, "without limitation."

16.0 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of this Contract.

17.0 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

18.0 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

19.0 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

- 20.0** In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this contract, no matter how remote. This nondiscrimination provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Agreement.
- 21.0** The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

CLYDE GORDON
An individual

Attest:

By: _____
Clyde Gordon

CITY OF HUNTSVILLE
a municipal corporation in the State of Alabama

By: _____
Tommy Battle

Its: Mayor

Attest:

Shaundrika Edwards

Its: City Clerk

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk of The City of Huntsville, a municipal corporation, are signed to the foregoing document, and who are known to me, acknowledged before me on this day that, being informed of the contents of the document, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the _____ day of _____, 2024.

Notary Public: _____
My Commission Expires: _____

STATE OF _____)
COUNTY OF _____)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that_____, whose name as Clyde Gordon, an individual, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her capacity as such officer, executed the same with full authority for and as the act of said entity on the day the same bears day.

GIVEN under my hand and official seal this the _____ day of _____, 2024.

Notary Public: _____
My Commission Expires: _____