



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/23/2026

File ID: TMP-6848

Department: Fire and Rescue

Subject:

Type of Action: Choose an item.

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Gayle Training Solutions, LLC for the facilitation of training services.

Resolution No.

Finance Information:

Account Number: 1000-42-42100-515370-00000000-

City Cost Amount: NTE \$9600.00

Total Cost: NTE \$9600.00

Special Circumstances: NA

Grant Funded: NA

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: NA

RESOLUTION NO. 26- _____

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 Gayle Training Solutions, LLC, which said Agreement is attached hereto and identified as "Agreement between the City of Huntsville and Gayle Training Solutions, LLC." for the facilitation of training services consisting of eight (8) pages and the date of April 23, 2026, 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 23rd day of April 2026

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

APPROVED this the 23rd day of April 2026

Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE
AND GAYLE TRAINING SOLUTIONS, LLC,
FOR THE FACILITATION OF TRAINING SERVICES

STATE OF ALABAMA)
)
COUNTY OF MADISON)

This Agreement is made by and between the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as “City”) and Gayle Training Solutions, LLC (hereinafter referred to as “Contractor”) for the facilitation of Chemistry of Hazmat Materials Refresher Training for Huntsville Fire & Rescue (hereinafter “HFR”). This Agreement shall be effective on the date it is executed by the last party to execute it (“Effective Date”).

RECITALS

WHEREAS, the City of Huntsville has a need for HFR Personnel to receive Chemistry of Hazmat Materials Refresher Training (hereinafter “HAZMAT TRAINING”); and

WHEREAS, the Contractor has personnel with the necessary qualifications to facilitate and deliver HAZMAT training.

WITNESSETH

NOW THEREFORE, in consideration of the mutual promises and covenants, herein contained, the parties hereby agree as follows, to wit:

1.0 SCOPE OF WORK

SUMMARY

The Contractor will facilitate and deliver an in-person HAZMAT training course covering the specialized Chemistry of Hazardous Materials and the application of chemistry in detection and identification technologies to include didactic and hands-on learning training in accordance with “Attachment A” Chemistry of Hazmat Refresher Syllabus attached hereto and incorporated herewith. This is not a certification course. The Contractor’s representative must possess the skills and credentials required to provide said training to include Firefighter I & II, Fire Officer II, Fire Service Instructor II with qualifications in Hazmat Level I (Awareness & Ops) and Hazmat Level II (Technician) or equivalent.

OBJECTIVES

HFR personnel must receive 8 hours of continuing education that will apply towards their annual 24 hour requirement per OSHA 1910.120(q)(6)(iii) Hazardous Materials Technician, as updated or amended.

EQUIPMENT REQUIREMENTS

The City will provide the training facilities to include audio visual equipment. Additionally, the City will provide any detection and identification equipment required for the class.

SCHEDULE

The 8 hours of instruction per participant (hereinafter “session”) will be delivered for three (3) consecutive days in order to cover personnel from our three shifts. The session dates will be May 19, 20, and 21, 2026.

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

DESCRIPTION	UNIT PRICE PER 8 HOUR DAY (SESSION)	TOTAL FOR 3 DAYS
Instructor for 8 hours per day repeating the training over three consecutive days for up to 20 participants per day. Including travel, chemical samples, consumable sampling equipment, and a set of reference cards for each student	\$3200.00	\$ 9600.00

2.0 CONTRACT TERM:

The contract is for a one-year period with services scheduled and provided on an as-needed basis. Two additional one-year extensions will be approved upon successful annual negotiations of the training schedule and issuance of a purchase order.

3.0 PAYMENT SCHEDULE:

In consideration of the services rendered here under, the City shall pay the Contractor for the work performed pursuant to this agreement. The Contractor shall submit monthly invoices to the City with payment terms of net 30 days from the date of receipt of an invoice following the completion of any training. Total expenditures not to exceed \$25,000 per year.

4.0 PLACE OF PERFORMANCE:

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

5.0 CONTRACTOR RESPONSIBLE FOR HIS OWN INJURIES

The Contractor shall be responsible for any injuries incurred to their personnel 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.

6.0 PERFORMANCE OF SERVICES

Subject to the guidelines established in Section 1 hereof, Contractor shall have complete discretion in the methods and techniques used in rendering services to the City, provided that no means or methods used by the Contractor to provide the Services shall be in violation of any applicable statute or regulation.

6.1 In performing Services hereunder, Contractor represents and warrants that all Services will be performed in a professional manner and with the same skill, diligence and care that a prudent health care professional would exercise in performing like services and that Contractor will ensure that all of its personnel performing Services hereunder are qualified to provide such services and are fully licensed and in good standing with their governing body

6.2 Contractor shall take all reasonable precautions to ensure that it does not disclose to any third party any information that the City identifies as confidential about its business and employees, unless Contractor first obtains the City's consent. In addition, Contractor agrees to collect, use and disclose personal information in accordance with applicable law. "Personal Information" means any information Contractor requires to perform the services that (a) are personal in nature, (b) relates to an identified or identifiable natural person and (c) could reasonably be expected to determine the identity of that person.

6.3 Scheduling of Services. Contractor shall provide the Services during times as agreed between the parties, with such adjustments as Contractor and the City shall agree from time to time.

6.4 Removal of Contractor's Employees. The City may request that Contractor remove, or cause to be removed, any of its employee(s) from the City's premises for any reason, to the extent such reason does not violate applicable law, and Contractor shall immediately comply.

6.5 Compliance with City Policies. The Contractor's employees and agents shall comply with all City policies while on City premises. The City shall provide Contractor's employees and agents with adequate orientation to introduce the Contractor's employees and agents assigned the City and to explain City policies, rules and regulations.

7.0 INSURANCE:

During the term of this Agreement and so long thereafter as Contractor may have any obligation to the City under this Agreement, Contractor shall, at its own cost and expense, procure and maintain in full force and effect insurance with sound and reputable insurance companies of the type and in such amounts as adequate for all risks in accordance with sound and prudent business practices including, without limitation (i) workers' compensation and employer's liability in minimum amounts required by law, (ii) commercial general liability in the amount of \$1,000,000.00 per occurrence, combined single limit bodily injury/property damage, and \$3,000,000.00 in the aggregate, and (iii) for professional errors and omissions liability insurance from claims arising out of the performance or non-performance of the Services or arising from any error or omission of Contractor with limits of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate.

8.0 COMPLIANCE WITH APPLICABLE LAW AND THIRD-PARTY RIGHTS.

Contractor agrees to comply with all applicable Federal, State and local laws, statutes, executive orders, rules, regulations and ordinances in its performance of this Agreement and conduct of its business, including, without limitation, the provision of the Services. Contractor shall establish appropriate procedures and controls so that using any alien who is not legally eligible for such employment under United States immigration laws will not perform services under this Agreement. Contractor acknowledges and agrees that it shall be responsible for complying with the Immigration Reform and Control Act with respect to its employees.

9.0 COMPLIANCE WITH CITY POLICIES.

Contractor's employees and agents shall comply with all City policies while on City premises. City shall provide Contractor's employees and agents with adequate orientation to introduce Contractor's employees and agents assigned to City and to explain City policies, rules and regulations.

10.0 AGREEMENT TO RETURN ALL PROPERTY AND INFORMATION.

Contractor agrees that, upon request by City or termination of Contractor's association with City, Contractor will promptly deliver to City all property belonging to City, made or compiled by Contractor or made available to Contractor during Contractor's performance of the Services, whether or not such documents contain Confidential Information and/or any proprietary information.

11.0 CONTRACTOR PERFORMING AS AN INDEPENDENT CONTRACTOR:

In the performance of this work, it is understood between the parties that the Contractor shall be acting as independent contractor and not as employees of the City. The Contractor shall have no authority to obligate the City to any indebtedness or other obligation. Nothing contained in this Agreement shall be construed to create an exclusive relationship between the City and the Contractor.

12.0 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:

IF TO CONTRACTOR	Gayle Training Solutions, LLC 410 Peaslake Court Rolesville, NC 27571 c/o Brandon A. Gayle, Manager
IF THE CITY	Huntsville Fire and Rescue P O Box 308 Huntsville, AL 35804 c/o Chief Wesley Ogle

13.0 ENTIRE AGREEMENT:

The contract between the City and Contractor 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 Contractor 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 Contractor.

14.0 EFFECTIVE DATE OF CONTRACT:

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

15.0 PRIVITY OF CONTRACT.

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 the Contractor.

16.0 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.

17.0 GOVERNING LAW.

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.

18.0 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.

19.0 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.

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

21.0 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.

- 22.0** 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.
- 23.0** Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.
- 24.0** Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- 25.0** 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.
- 26.0** 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.
- 27.0** **TERMINATION.**
This agreement shall terminate: (i) 60 days following written notice by Contractor of the City; or (ii) by either party immediately upon written notice of breach by the other party of any representation, warranty, or covenant contained in this agreement. Upon termination, the Contractor shall only be entitled to receive the remuneration earned as of the date of termination.
- 28.0** **SEVERABILITY.**
If any provisions of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. If any provisions are held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- 29.0** **ADVERTISING.**
Without the City's prior written consent, Contractor shall not use or permit use of the words "City of Huntsville", or any similar word or trademark of the City or its related departments in the description or marketing of services or goods by Contractor, its affiliates or their respective directors, officers, shareholders, employees or agents, nor shall Contractor advertise or publish that Contractor has contracted to furnish services, goods or materials pursuant to this Agreement.

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

GAYLE TRAINING SOLUTIONS, LLC

Attest:

Amanda M. Gayle

By: Brandon A. Gayle

Its: CEO
Brandon A. Gayle
Owner of Gayle Training Solutions, LLC

CITY OF HUNTSVILLE

a municipal corporation in the State of Alabama

By: _____
Tommy Battle

Its: Mayor

Attest:

Shaundrika Edwards

Its: City Clerk

Chemistry of Hazmat Refresher Syllabus

Background

The course is designed to be a refresher of Chemistry of Hazardous Materials, not an initial course. There is no certification associated with the completion of this course. This course will include a series of reference cards for each participant as well as a presentation that will follow the outline. There will be photographs, videos, and drawn diagrams used throughout the course to demonstrate the associated learning points. At points throughout the course there will be hands on learning stations provided using classification and identification equipment.

Outline

- I. History and Background
 - a. Historic chemical events
 - i. Bhopal, India release
 - ii. Texas City explosion
 - b. Application of chemistry in response
 - i. Hazard identification
 - ii. Monitor response
 - iii. CPC selection
 - iv. Decontamination

- II. Periodic Table and Atomic Structure
 - a. Periodic Table layout and arrangement
 - i. Rows (periods)
 - ii. Columns (families)
 - b. Atomic Structure
 - i. Nucleus
 - ii. Orbitals

- III. Bond Types
 - a. Ionic
 - i. Salts
 - ii. Complex salts
 - b. Covalent
 - i. Gases
 - ii. Hydrocarbons
 - iii. Hydrocarbon derivatives
 - c. Metallic
 - d. Hydrogen bonding

- IV. Chemical Hazards
 - a. Flammability
 - b. Toxicity
 - c. Corrosivity
 - d. Reactivity
 - e. Radioactivity

- V. Chemical Families
 - a. Salts
 - i. Binary
 - ii. Metal Oxide
 - iii. Metal Peroxide
 - iv. Metal Cyanide
 - v. Metal Sulfide
 - vi. Ammonium Salt
 - vii. Oxy Salt
 - b. Non-salts

- i. Binary Acid
 - ii. Binary Non-salt
 - iii. Non-Metal Oxide
 - iv. Inorganic Peroxide
 - v. Oxy Acid
- c. Hydrocarbons
 - i. Alkane
 - ii. Alkene
 - iii. Alkyne
 - iv. Cyclic
 - v. Aromatic
- d. Hydrocarbon Derivatives
 - i. Halogenated
 - ii. Alcohol
 - iii. Ether
 - iv. Organic Peroxide
 - v. Nitrile
 - vi. Nitro
 - vii. Amine
 - viii. Thiol
 - ix. Isocyanate
 - x. Carbamate
 - xi. Ketone
 - xii. Aldehyde
 - xiii. Ester
 - xiv. Organic Acid

- VI. Naming Conventions and Molecular Structure
 - a. Common Name or Empirical
 - b. IUPAC Naming