

TOWN COUNCIL OF THE TOWN OF MULGA, ALABAMA

RESOLUTION NO. 2023-20

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN EMERGENCY MEDICAL CONTRACT WITH THE MINOR HEIGHTS FIRE DISTRICT.

WHEREAS, the Minor Heights Fire District seeks to enter into an Emergency Medical Contract for the period of October 1, 2023, through September 30, 2024, with the Town of Mulga, Alabama (“the Town”);

WHEREAS, the Town Council finds that it is in the Town’s best interest to enter into the Emergency Medical Contract;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Mulga, Alabama, as follows:

A. That the Mayor be and is hereby authorized to enter into the Emergency Medical Contract with the Minor Heights Fire District, a copy of which is attached hereto as **Exhibit 1** hereof; and

B. That the Town Clerk be and is hereby authorized to pay the full amount of \$33,450.00 to the Minor Heights Fire District on or before November 1, 2023, from the Town’s General Fund Account.

ADOPTED this the 3rd day of October, 2023.



W. KEITH VARNER, MAYOR

ATTEST: Melissa Freeman
Melissa Freeman, Town Clerk

CERTIFICATION OF CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Melissa Freeman, Town Clerk of Mulga, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the Town Council of Mulga, Alabama, on the 3rd day of October, 2023.

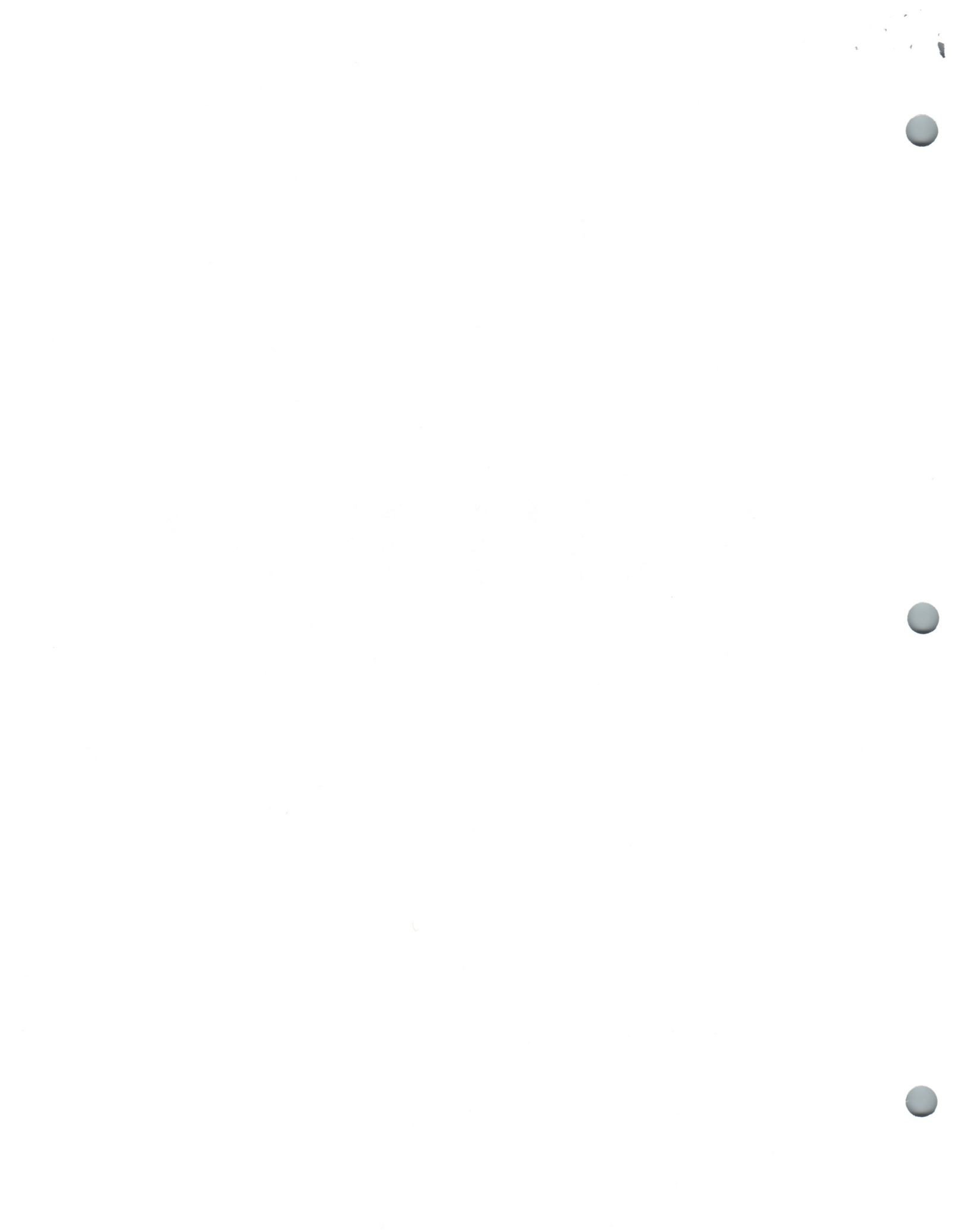
Witness my hand and seal of office this 3rd day of October, 2023.



Melissa Freeman, Clerk



EXHIBIT 1



MINOR HEIGHTS FIRE DISTRICT



1135 Broad Street
Birmingham, AL 35224

Phone: 205-787-5540
Fax: 205-788-9660

STATE OF ALABAMA

JEFFERSON COUNTY

EMERGENCY MEDICAL CONTRACT

This agreement entered into this the 1st day of October 2023, by and between the Town of Mulga, a Municipal Corporation, and the Minor Heights Fire District, a Corporation.

Whereas, the Town of Mulga is in need of emergency medical services for the residents of the Town of Mulga, and,

Whereas, the Minor Heights Fire District, has provided emergency medical services to the residents of the Town of Mulga and the surrounding area in the past,

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

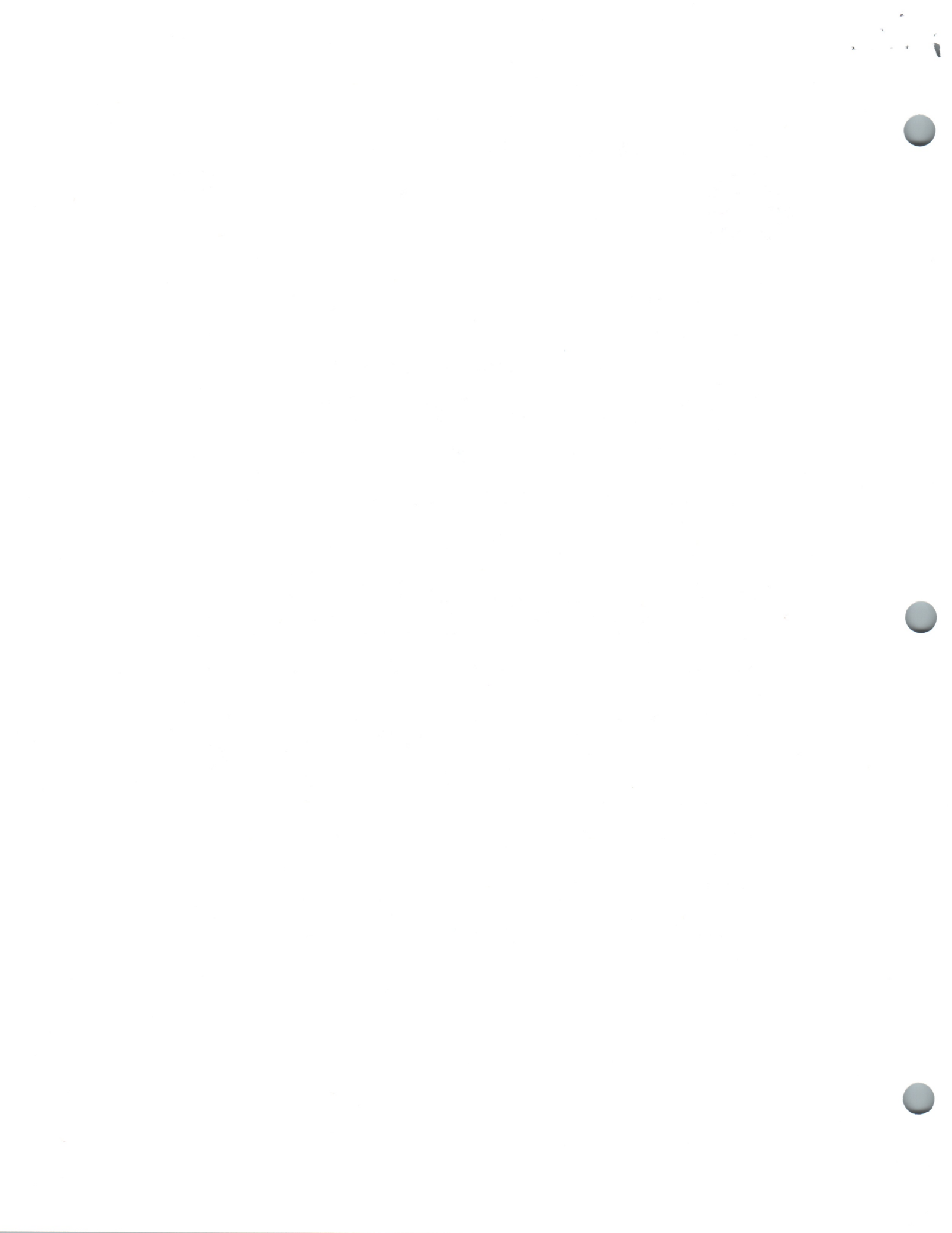
One: That in consideration of the sum of Thirty-Three Thousand, Four Hundred Fifty and No/100 Dollars (\$33,450.00), paid by the Town of Mulga, a Municipal Corporation, to the Minor Heights Fire District, the Minor Heights Fire District agrees to provide emergency medical services to the residents of the Town of Mulga, within the corporate limits of said town.

Two: That the Town of Mulga shall pay the above-stated amount in one payment due November 1, 2023.

If the balance is not paid in full by the above-stated due date, then the Town of Mulga shall pay a late fee of Two Percent (2%) of the unpaid amount. If the balance is not paid in full within thirty days after the above-stated due date, then the Town of Mulga shall pay a late fee of Five Percent (5%) of the unpaid amount. If the Town of Mulga fails to pay the full amount of \$33,450.00 on or before September 30, 2024, then the Town of Mulga shall owe a late fee of Ten Percent (10%) of the unpaid balance due.

Three: The Minor Heights Fire District agrees to provide emergency medical services and to respond to calls received from the residents within corporate limits of the Town of Mulga.

Four: The services provided by the Minor Heights Fire District, as heretofore described, are for emergency medical situations as deemed within the emergency medical services maintained by the Minor Heights Fire District and are not to include routine medical services or transportation of any persons treated and are to be confined to persons within the corporate limits of the Town of Mulga.



Five: The Town of Mulga agrees to distribute to the residents a telephone number or numbers to call for the emergency treatment services and to further notify the citizens that the services to be provided are limited to "emergency medical services" and will not be routine medical services or include transportation.

Six: This contract shall be for a period of Three Hundred Sixty-five (365) days from the 1st day of October 2023 to the 30th day of September, 2024. Accordingly, the value of the contract shall be a per day amount of Ninety-One dollars and Sixty-Four Cents (\$91.64). The contract may be extended by the parties within thirty (30) days of the expiration hereof. Either party to this agreement may terminate the same by giving written notice to the other party within sixty (60) days from the date of cancellation. In the event that either party cancels the contract, the Town of Mulga shall be liable for, but only liable for, the remaining value of the contract as calculated on a per day basis for the number of days on which services will be made available to the Town of Mulga under this contract (including days of service during the period for notice of cancellation). In the event of cancellation, any payment to be made by the Town of Mulga or any refund to be made by the Minor Fire District shall become due at the time of cancellation. In the event of cancellation, the Town of Mulga shall not be relieved of any penalties and interest then due and owing, but cancellation, in and of itself, shall not result in any additional penalties or interest.

IN WITNESS WHEREOF: We have hereunto set our hands and seals
This ____ day of _____, 2023

ATTESTED TO:

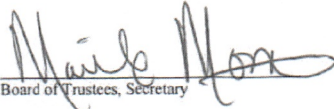
TOWN OF MULGA

Town Clerk

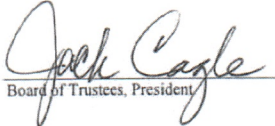
Mayor

ATTESTED TO:

MINOR HEIGHTS FIRE DISTRICT



Board of Trustees, Secretary



Board of Trustees, President

