

RESOLUTION NO. 12-172

BE IT RESOLVED by the City Council of the City of Decatur, Alabama that the Mayor is authorized to execute on behalf of the City the attached contract to burn a house for training purposes between the City and Decatur General Hospital as part of the City's fire training activities.

Adopted this 18th day of June 2012.

STATE OF ALABAMA)
)
MORGAN COUNTY)

CONTRACT TO BURN A HOUSE FOR TRAINING PURPOSES

This agreement this day made by and between the City of Decatur, Alabama, a municipal corporation for the benefit of the Decatur, Alabama Fire Department (“the Fire Department”) and the Healthcare Authority of Morgan County-City of Decatur, a public corporation, d/b/a Decatur General Hospital (“the Hospital”):

WITNESSETH

1. The Hospital is the owner of the property known municipally as 1216 11th Avenue, S.E., Decatur, Alabama 35601. There are currently a dwelling house and other associated structures and outbuildings located at such property, (“ the improvements”) of little or no value to the Hospital. The Fire Department has requested the Hospital to permit the Fire Department to burn the improvements for purposes of training Fire Department personnel in the extinguishment of fires. The Hospital is willing to permit the Fire Department to utilize the property for such purposes in accordance with the terms and provisions of this agreement.

2. The Hospital hereby authorizes the Fire Department to burn and to thereby completely destroy the improvements situated at 1216 11th Avenue, S.E., Decatur, Alabama 35601.

3. The Fire Department will conduct its activities on said property in strict accordance with the laws, ordinances, rules and regulations of the State of Alabama and the City of Decatur.

4. To the extent authorized by law, the Fire Department agrees to indemnify and

hold the Hospital, its directors, officers, agents and employees harmless from and against any and all claims for bodily injury (including death) and property damage arising out of the activities of the Fire Department or its personnel pursuant to this agreement.

5. At the conclusion of said training, the Fire Department agrees to remove from the property any and all of its equipment or other materials utilized in connection with said training. The Hospital agrees to clean up the debris and rubble created by the burning of said house.

6. The Fire Department agrees to notify the Hospital and all property owners within a block on either side of the property of the time or times when it will be conducting said training exercises on said property. The fire will be contained on the property and to the extent possible, said training exercises will be conducted in such a way as not to create a nuisance or to otherwise disturb the use and peaceful enjoyment of other property in the neighborhood of the subject property.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this
____ day of May, 2012.

CITY OF DECATUR, A MUNICIPAL
CORPORATION

By: _____
Don Stanford, its Mayor

ATTEST:

Its City Clerk

THE HEALTHCARE AUTHORITY OF
MORGAN COUNTY-CITY OF DECATUR,
A PUBLIC CORPORATION, D/B/A
DECATUR GENERAL HOSPITAL

By: _____
Dean A. Griffin, its President & CEO