

RESOLUTION NO. 270

A RESOLUTION AUTHORIZING THE TOWN OF MOUNT CARMEL TO PARTICIPATE IN THE 2003 TENNESSEE CHILD PASSENGER SAFETY GRANT PROGRAM .

WHEREAS, the safety and well being of children in the State of Tennessee and in the Town of Mount Carmel are of the greatest importance; and

WHEREAS, the Governor's Highway Safety Office seeks to encourage highway safety by offering the "2003 Tennessee Child Passenger Safety Grant" to trained departments to participate in and coordinate with other departments to ensure that all children are properly restrained while traveling in vehicles; and

WHEREAS, the Town of Mount Carmel now seeks to participate in this important program; and

WHEREAS, the public welfare requires it;

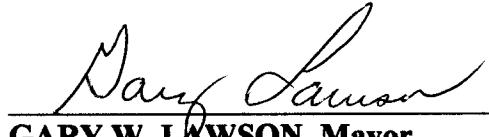
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF MOUNT CARMEL, TENNESSEE, as follows:

Section I. That the Town of Mount Carmel is hereby authorized to apply for the Governor's Highway Safety Office "2003 Tennessee Child Passenger Safety Grant" for \$10,000.00 and upon award, to accept same, and appropriately budget for its use;

Section II. The Mayor shall do all things necessary to validate and make the agreement attached hereto legally binding including, but not limited to, affixing his or his designee's signature thereto;

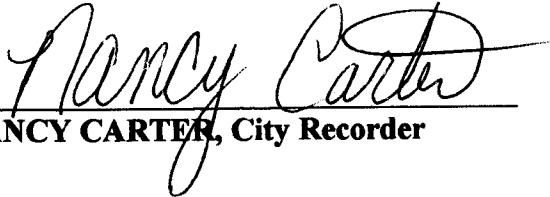
Section III. This Resolution shall take effect upon its passage the public welfare requiring it.

Duly passed and approved this the 26 day of November, 2002.

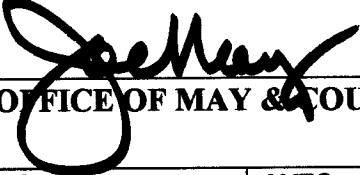


GARY W. LAWSON
GARY W. LAWSON, Mayor

ATTEST:


NANCY CARTER, City Recorder

APPROVED AS TO FORM:


LAW OFFICE OF MAY & COUP

FIRST READING	AYES	NAYS	OTHER
Alderman Henry Bailey	✓		
Vice-Mayor Eugene Christian	✓		
Alderman Paul Hale	✓		
Mayor Gary Lawson	✓		
Alderman Tresa Mawk	✓		
Alderman Thomas Wheeler	✓		
Alderman Wanda Worley	✓		
TOTALS	7	0	0

PASSED: 11-26-02

**Betsy Preston, Director
Tennessee Child Passenger Safety Center
East Tennessee State University
1501 University Boulevard, Kingsport, TN 37660
Phone 423-392-8036, 423-392-8026 Fax 423-392-8027
E-Mail – betsypreston@aol.com**

Memorandum

**To: LEL Network District Coordinators
Date: October 30, 2002
Re: LEL Network Coordinator Contracts**

Enclosed is the Contract for your LEL Network Program for Fiscal 2003.

Please have the head of your agency sign both copies and return both copies to me. I will send them on to be signed and executed. The final signed copy will be returned to you with your check for \$10,000.00.

Also - please fill out the enclosed W-9 form and return it to us with the contracts.

Thanks!

Great article
on DUI in
Tenn. news!

Law Enforcement Liaison

**EAST TENNESSEE STATE UNIVERSITY
REQUEST FOR TAXPAYER IDENTIFICATION
SUBSTITUTE W-9 FORM**

Pursuant to Internal Revenue Service regulations, vendors/contractors must furnish their Taxpayer Identification Number (TIN) to the university. If this number is not provided, you may be subject to a 31% withholding on each payment. To avoid this 31% withholding and to insure that accurate tax information is reported to the Internal Revenue Service, please use this form to provide the requested information.

Legal Name: Mount Carmel TN Police Department

Address: 100 East Main Street
Mount Carmel, TN 37645

9 DIGIT TAXPAYER IDENTIFICATION NUMBER (COMPLETE ONE):

SOCIAL SECURITY NUMBER

FEDERAL EMPLOYER IDENTIFICATION NUMBER

62-0960-1519

BUSINESS DESIGNATION (CHECK ONE)

- Individual
- Foreign Individual Partnership
- Corporation
- Not-for-Profit Corporation
- Sub-Chapter S Corporation
- Medical/Health Corporation
- Real Estate
- Other (specify)

Municipal Government

Under penalties of perjury, I declare that I have examined this request and to the best of my knowledge and belief, it is true, correct and complete.

Name:

Jeff Jackson

Title:

Chief of Police

Telephone:

(423) (357-7311)

Signature:

Jeff Jackson

Date:

5 nov 2002

NOTE: THIS FORM MUST BE MANUALLY SIGNED AND DATED IN INK BY ONE IN AUTHORITY.

Mail your completed form to:

East Tennessee State University
Accounts Payable
P.O. Box 70729
Johnson City, TN 37614

EAST TENNESSEE STATE UNIVERSITY

CONTRACT

This Contract documents the agreement between East Tennessee State University (hereinafter University) and Mount Carmel TN Police Department (hereinafter Contractor).

This contract consists of this cover page, the University's Standard Terms and Conditions (below), and 0 additional pages.

Contractor will provide the following:

Provide the services of one officer to act as LEL Coordinator for the 7-county TEAMS LEL Network.

The period of performance under this contract is from October 1, 2002 through September 30, 2003.

The University will compensate the Contractor \$ 10000.00 per year.

Other payment terms:

The University's maximum liability under this Contract is \$ 10,000.00.

Other terms (N/A if none):

n/a

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

FOR CONTRACTOR:

Mike Campbell

Name

ASST. CHIEF OF POLICE

Title

Address:

100 E. MAIN ST.
MOUNT CARMEL, TN
37605

423-357-7311

Telephone Number

62-090-1519

SSN or Fed. ID No.

10-30-02

Date

FOR UNIVERSITY:

Betsy Preston Colb

Name

5-34248

Responsible Account (if applicable)

Mike Campbell

Administrative Signature (optional)

Vice President or Authorized Designee

10-30-02

Date

STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this contract.
2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this contract.
3. The University may terminate this Contract by giving the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive equitable compensation for satisfactory authorized work completed as of the termination date.
4. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
5. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
6. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
7. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
8. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.
9. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract.
10. The University shall have no liability except as specifically provided in this Contract.
11. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
12. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
13. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - a. A Contractor's outside interests shall not interfere with or compromise his/her judgement and objectivity with respect to his/her duties and responsibilities to the University.
 - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - ***Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - ***Unfair advantage to or favored treatment for a third party outside the University.
 - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research. The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:
 - a. Any partners or employees of the Contractor who are also employees of the University.
 - b. Any relatives of the Contractor's partners or employees who work for the University.
 - c. Any outside interest that may interfere with or compromise his/her judgement and objectivity with respect to his/her responsibilities to the University.
14. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.