

RESOLUTION NO. 427

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO OBTAIN THE TEAM DEPOT PROJECT GRANT.

WHEREAS, the safety and well-being of the citizens and employees of the Town of Mount Carmel is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a fully equipped and properly trained fire department; and

WHEREAS, the Home Depot, U.S.A. seeks to assist our fire department in helping fund the costs for the fire training tower by offering the Team Depot Project Grant Program; and

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

WHEREAS, the public welfare requiring 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 and accept the Team Depot Project Grant for Thirty Five Hundred Dollars (\$3,500.00) and upon award appropriately budget for its use;

Section II. The Mayor shall do all things necessary to validate and make the agreement 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.

A D O P T E D this the 26th day of May, 2009.



GARY W. LAWSON, Mayor

ATTEST:

Marian Sandidge
MARIAN SANDIDGE, Recorder



APPROVED AS TO FORM:

Joe May
LAW OFFICE OF MAY & COUP

FIRST READING	AYES	NAYS	OTHER
Vice Mayor Thomas Wheeler	✓		
Alderman William Blakely	✓		
Alderman Richard Gabriel	✓		
Alderman Kathy Roberts	✓		
Alderman Tresa Mawk	✓		
Alderman Carl Wolfe	✓		
Mayor Gary Lawson	✓		
TOTALS	7	0	0

PASSED: May 26, 2009



Home Depot U.S.A., Inc. ("The Home Depot")
Grant Contract
GRANT NO.: 8898

ORGANIZATION:	Mount Carmel Fire Department 100 E. Main St. Mount Carmel, TN 37645	AMOUNT:	\$3,500
CONTACT NAME:	Chris Jones	NO. OF PAYMENTS:	1
DATE:	5/4/2009	GRANT REPORT DUE:	5/8/2010
PURPOSE:	Fire Training Tower		

1. Use of Grant Funds You may use the grant funds only for the charitable purposes outlined above.

You acknowledge that The Home Depot has not earmarked the use of the grant funds or any portion thereof for any other organization or individual.

You further acknowledge that either the grant funds will be expended as specifically itemized line by line in the proposal budget or that any deviation from such line-by-line itemized budget will be approved by Home Depot.

2. Payment of Grant Funds The grant funds will be paid by The Home Depot in one installment unless noted otherwise above. However, any payments for the following years will be contingent upon satisfactory progress on the project and our receipt of documentary evidence of such progress as stated below.

3. Quality of Work Both the quality of the work done and your progress toward achieving the goals of the grant will be reviewed by The Home Depot. Your progress may be monitored by on-site visits by representatives of The Home Depot. In particular, The Home Depot will be monitoring the continued commitment of personnel involved in the work of the grant. In addition, The Home Depot will, throughout the term of the grant, consider whether continuation of the work of the grant is in the interest of the general public. If The Home Depot is not satisfied with the quality of your work or the progress toward achieving the goals of the grant, if The Home Depot is of the opinion that you are incapable of satisfactorily completing the work of the grant, or if The Home Depot determines that continuation of the grant is not reasonably in the interest of the general public, The Home Depot may, in its discretion, (i) withhold payment of grant funds until in its opinion the situation has been corrected, or (ii) declare the grant terminated. The Home Depot's determination as to the quality of work being performed, the progress being made toward the goals of the grant, your ability to satisfactorily complete the work of the grant, and whether continuation of the work of the grant is in the interest of the general public will be final and will be binding and conclusive upon you insofar as further grants payments are concerned.

4. Certification and Maintenance of Exempt Organization Status You certify that you have been determined by the Internal Revenue Service to be a tax-exempt organization under Section 501(c)(3) of the Code, and "not a private foundation," within the meaning of Code Section 509(a), or in the absence of such a determination, that you are a state or any political subdivision thereof within the meaning of Code Section 170(c)(1), or public schools, or a state college or university within the meaning of Code Section 511(a)(2)(B) (referred to hereafter as a "Public Charity"). You will immediately inform The Home Depot of any change in or challenge to your status as a Public Charity. Furthermore, you hereby affirm that this grant will not cause you to fail to qualify as a Public Charity. You will comply with the provisions of the Code and the regulations hereunder applicable to you as a Public Charity and will not violate any other statute or regulation applicable to you where such violation materially affects your ability to carry out the goals of the grant.

5. Annual Report If this grant period is longer than 12 months, submission of an annual report is required. Please submit a full and complete interim report to The Home Depot on the use of the grant funds, compliance with the terms of the grant, and the progress made toward achieving the goals of the grant each year on the grant anniversary date in an electronic format.

6. Final Report One month after the project end date or before 5/8/2010, you will make a final report with respect to all expenditures made from such grant funds (including salaries, travel and supplies) and indicating the progress made toward the goals of the grant in the online format provided by the grantor. The online report format can be accessed by logging back into your "My Account" page at https://www.grantrequest.com/SID_248.

7. Interim Reports In addition to the annual report and final report required by paragraphs 5 and 6, you will also submit other such interim reports as The Home Depot may reasonably request, and your personnel will confer with The Home Depot personnel or consultants at the reasonable request of The Home Depot regarding expenditures, records and progress of the grant project.

8. Records You will maintain your books and records in such a manner that the receipts and expenditures of the grant funds will be shown separately on such books and records. You will keep records of receipts and expenditures of grant funds as well as copies of the reports submitted to The Home Depot and supporting documentation for at least **four (4) years** after the completion of the use of the grant funds, and will make such books, records, and supporting documentation available to The Home Depot for inspection at reasonable times from the time of your acceptance of this grant through such period.

9. Acknowledgment of Support All manuscripts, papers, releases, exhibits or interviews prepared for scientific meetings, the public or private press, magazines, periodicals, radio, television or other means of communication dealing with the activities or achievement of the work of the grant shall acknowledge The Home Depot's support as agreed to by Home Depot in writing. All such material shall be submitted to The Home Depot for written approval prior to use.

10. Violation of Terms; Change of Status In the case of any violation by you of the terms and conditions of the grant, including but not limited to not executing the work of the grant in substantial compliance with the proposal, or in the event of any change in or challenge by the Internal Revenue Service of your status as a Public Charity, The Home Depot reserves the right in its absolute discretion to terminate the grant. The Home Depot's determination will be final and will be binding and conclusive upon you.

If annual or interim reports are not received in a timely manner, The Home Depot may withhold payment until the outstanding report is received, and may terminate the grant if any such report is not received within a reasonable time (no more than thirty [30] days) following the date on which it was due.

11. Termination Upon termination of this grant for any reason, The Home Depot will withhold any further payments of grant funds and you will repay to The Home Depot any portion of the grant funds that were not spent for the grant project.

12. Modification This agreement sets forth all terms of the grant and replaces all prior understandings and agreements. Any modification or amendment will be made only in writing signed by an authorized officer of your organization and of The Home Depot.

13. Applicable Law This agreement will be construed in accordance with the laws of the State of Georgia, without regard to its conflict of law principles.

HOME DEPOT U.S.A., INC.

Jennifer Perritte, Community Affairs Manager

May 8, 2009

Date

Accepted by:


Executive Director

5/26/2009
Date

Town of Mount Carmel

Organization Name