

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH GOODWILL INDUSTRIES OF TENNEVA AREA, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, on March 21, 2023, the board approved a Memorandum of Understanding with Goodwill Industries of Tenneva Area, Inc., for one year for the placement of their containers on city property at the convenience centers located on Industry Drive and at the Civic Auditorium (Resolution No. 2023-205); and

WHEREAS, the city, and Goodwill Industries of Tenneva Area, Inc., would like to enter into a Memorandum of Understanding for an additional year.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Memorandum of Understanding with Goodwill Industries of Tenneva Area, Inc. for the placement of containers on city properties for one year, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Memorandum of Understanding with Goodwill Industries of Tenneva Area, Inc. for the placement of containers on city properties for one year, to deliver the memorandum of understanding and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the memorandum of understanding and this resolution as set out below:

**MEMORANDUM OF UNDERSTANDING  
between GOODWILL INDUSTRIES OF TENNEVA AREA, INC.  
and CITY OF KINGSPORT**

This Memorandum of Understanding is entered into as of this \_\_\_\_\_ day of March, 2024 (“Effective Date”), by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (“City”) and GOODWILL INDUSTRIES OF TENNEVA AREA, INC (“Goodwill”), a Tennessee and Virginia nonprofit corporation; for the placement of a receptacle upon city-owned property for the collection of donated items which Goodwill considers to be beneficial to the citizens of City.

NOW THEREFORE, in consideration of the mutual terms, provisions, covenants, and Agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged between the parties is as follows:

1. **Purpose.** City shall allow Goodwill, or its authorized agent, to place a “roll off” style receptacle (“receptacle”) upon real property owned by the City at its convenience centers at civic auditorium and on Industry Drive. Exact placement of the receptacle shall be determined between a designated public works employee of the City in consultation with Goodwill. The receptacle shall arrive between 8:00 a.m. and 12:01 p.m. on \_\_\_\_\_ and shall be emptied/collected by Goodwill no less than weekly. Goodwill is responsible for maintaining the area around the receptacle in a neat and tidy fashion. If area surrounding receptacle is in need of attention, City will notify Goodwill and Goodwill shall have twenty-four hours to comply. City shall bear no responsibility for the sorting of

materials placed into the receptacle, nor shall City bear any liability for unwanted or improper materials placed in the receptacle.

2. **Damages.** City shall not be liable to Goodwill for any loss; whether such loss is direct, indirect, or incidental resulting in any way from, arising out of, or in connection with performance or a failure to perform any obligation under this Agreement.

3. **Indemnification.** Goodwill shall indemnify and hold City, its elected officials, officers, and employees, harmless from any and all claims, demands or causes of action to include costs and expenses due to personal injury and reasonable attorney's fees that might arise from the placement or existence of said receptacle on city-owned property.

4. **No Automatic Renewal.** The term of this Agreement is for one-year and shall not be renewed or extended beyond the initial term except by written mutual consent of the parties.

5. **Termination.** City or Goodwill may terminate this Agreement at any time for any reason. However, termination shall not take effect until thirty (30) days after written notice is delivered by the party terminating the Agreement to the other party. Upon termination, Goodwill shall immediately remove the receptacle from city property. Notices to the City shall be sent to Office of City Attorney, City of Kingsport, 415 Broad Street, Kingsport, TN 37660. Notices to Goodwill shall be sent to:  
Goodwill Industries Home Office  
2017 Brookside Drive  
Kingsport, TN 37660

6. **Effective Date.** This Agreement shall be effective immediately after the Agreement is executed.

7. **Non-exclusivity.** Nothing in this Agreement shall be construed to prevent City from offering similar services to other vendors at other facilities.

8. **Limitation of Liability.** Any limitation of liability provision is enforceable only to the extent permitted by Tennessee law. No provision of the Agreement shall act or be deemed a waiver by City of any immunity, including its rights or privileges, or of any provision of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.*

9. **No Liability of City Officials and Employees.** No official, employee or volunteer, whether disclosed or undisclosed, of City shall be personally liable to Goodwill or any other person or entity, including a third-party beneficiary, in the event any provision of the Agreement is unenforceable or there is any default or breach by City.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 19th day of March, 2024.

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PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY