

## RESOLUTION

**WHEREAS**, the City of Memphis owns the Senior Center Facility (Goodwill Homes Senior Center) at 163 West Raines Road in Southwest Memphis, Tennessee, under operational control of the Division of Park Services, for the purpose of providing positive environments and an array of activities for senior citizens on a daily basis; and

**WHEREAS**, the City, has an existing Agreement with Goodwill Homes Community Services, Inc., to manage and operate the Goodwill Homes Senior Center facility; and

**WHEREAS**, Goodwill Homes has provided positive and successful senior citizen programming and services at the Goodwill Homes Senior Center facility since its inception in 1991, serving thousands of Memphis seniors; and

**WHEREAS**, the Memphis Division of Park Services desires to execute a new 'Agreement' with Goodwill Homes Community Services, Inc., for five (5) years, with a one time five (5) year renewal option, for the purpose of continued management/operations of the Goodwill Homes Senior Center facility; and

**WHEREAS**, City of Memphis Ordinance No. 4763, Article 1, Section 23-1(d) requires the approval of the Council of the City of Memphis to enter into this agreement.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Goodwill Homes Senior Center Agreement between the City of Memphis, Division of Park Services and Goodwill Homes Community Services, Inc., for the management and operations of the Goodwill Home Senior Center facility, is hereby approved in accordance with the terms and conditions set forth therein.

I hereby certify that the foregoing is a true copy  
and document was adopted, approved by the  
Council of the City of Memphis in regular  
session on

Date \_\_\_\_\_

\_\_\_\_\_  
Deputy Comptroller-Council Records

Finance  
#18



## MEMPHIS CITY COUNCIL SUMMARY SHEET

Please provide a brief summary of the item, in bullet form, not to exceed one page:

1. Describe item (Resolution, Ordinance, etc.)  
**This is a request for City Council Approval for the Renewal of Contract between City of Memphis and Goodwill Homes Community Services, Inc., for the management/operations of the City owned Goodwill Home in Southwest Memphis. This partnership has existed since 1991, at the inception of the Goodwill Homes facility. Both parties desire to continue this relationship in their efforts of providing daily high quality recreational, health, fitness, wellness, and social interactive services, programs and opportunities to senior citizens in Memphis, Tennessee.**
2. Identify initiating party (e.g., Public Works; at request of City Council, etc.)  
**Division of Park Services**
3. State whether this is a change to an existing ordinance or resolution, if applicable.      **'Not Applicable'**
4. State whether this requires a new contract, or amends an existing contract, if applicable.  
**Yes. This is for a new Agreement between City of Memphis and Goodwill Homes Community Services, Inc.**
5. State whether this requires an expenditure of funds/requires a budget amendment.  
**This requires a City expenditure which will be included in the City's FY 2012 budget, pending City Council Approval, and requires annual Council appropriations going forward. Previous years expended funds for this Agreement have declined each year, as follows:**
  - FY 2009 - \$126,000.**
  - FY 2010 - \$110,880;**
  - FY 2011 - \$108,662;**
  - FY 2012 - \$103,229 – Proposed**

**AGREEMENT BETWEEN GOODWILL HOMES COMMUNITY SERVICES, INC.  
and  
THE CITY OF MEMPHIS, DIVISION OF PARK SERVICES,  
for  
OPERATION OF GOODWILL HOMES SENIOR CENTER**

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between GOODWILL HOMES COMMUNITY SERVICES, INC, located at 4590 Goodwill Road, hereafter referred to as "GOODWILL" and the CITY OF MEMPHIS, through its DIVISION OF PARK SERVICES, hereafter referred to as "CITY".

**RECITALS:**

WHEREAS, the City of Memphis (hereafter "City"), and Goodwill Homes Community Services, Inc. (hereafter "Goodwill")

and Goodwill has agreed to continue operating the Goodwill Homes Senior Center ("Senior Center") at such Facility, which it has operated since inception in 1991; and

**WHEREAS**, the parties desire to set forth herein the terms and conditions which shall govern Goodwill's operation of the Senior Center and use of the Facility.

**NOW, THEREFORE**, for and in consideration of the covenants and conditions hereinafter expressed, the parties do hereby agree as follows:

**I. TERM:**

- 1.01. The Initial Term of this Agreement shall be for a period of five (5) years, which shall commence on July 01, 2011 and end on June 30, 2016. Upon mutual approval, the parties shall have the option to renew this Agreement for one additional five (5) year period which shall be exercised separately in writing.

**II. SERVICES**

- 2.01. Services and programs to be provided by GOODWILL for citizens of Memphis age 55 and older shall include, but not be limited to:

- a. Recreation
- b. Health and Wellness
- c. Education
- d. Information and Referral
- e. Congregate meal service five (5) days per week, excluding holidays, meeting all USDA nutrition requirements
- f. Volunteerism
- g. Transportation

GOODWILL agrees to submit annually to the CITY a plan of services as referenced in Exhibit A attached hereto, which shall include information related to proposed user fees or charges (if any), hours of operation and any other pertinent operational information.

This plan shall be submitted by the beginning of each calendar year and shall be subject to approval of the CITY prior to the commencement of City's fiscal year.

- 2.02. GOODWILL agrees to prominently include approved City of Memphis Division of Park Services identification on its printed material relating to all programs, activities and services of the SENIOR CENTER.
- 2.03. GOODWILL shall submit monthly reports to CITY through the Administrator of Recreation Services, 2599 Avery Avenue, Memphis, Tennessee, 38112, which shall detail and summarize activity at the SENIOR CENTER including the number of senior participants utilizing programs, activities and services.
- 2.04. GOODWILL shall provide CITY (through same as in 2.03) with its Annual Certified Audited Financial Statements within 15 days of completion.

### **III. FUNDING:**

- 3.01. It is understood and agreed by both parties that any funds provided by CITY shall be considered supplemental funds for the operation of the SENIOR CENTER. Funding shall be subject to the availability and appropriation of funds by the Memphis City Council. In the event the funds are not appropriated or otherwise become unavailable, the CITY reserves the right to terminate this Agreement upon written notice to GOODWILL. Such termination by CITY shall not be deemed a breach of contract. Upon such termination, GOODWILL shall have no right to recover from the CITY any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

Notwithstanding the foregoing, Exhibit A attached hereto and incorporated herein by reference, shall represent the anticipated amounts of the annual requests from GOODWILL, as well as the proposed expenditure of such funds.

### **IV. OPERATIONS AND MAINTENANCE**

- 4.01. GOODWILL will be responsible for the operation of said facility including, but not limited to, providing and paying for the following in accordance with the terms set forth herein:
  - a. Program services
  - b. Utilities
  - c. Telephone Service
  - d. Pest control to include termites
  - e. General housekeeping and cleaning
  - f. Electronic security system and maintenance
  - g. Fire protection systems and maintenance
  - h. Preventative maintenance programs
  - i. Routine repairs as set forth
  - j. Ground maintenance service
- 4.02. Routine repairs shall include, but not be limited to: repairs to mechanical, plumbing, electrical systems, sewer stoppages, painting, replacement of ballast and fixtures. Routine repairs exclude major structural repairs.

- 4.03. Ground maintenance service shall include any cutting, trimming, pruning, planting or debris removal necessary to maintain the area shown in Exhibit B attached hereto and incorporated herein by reference.
- 4.04. The CITY reserves the right to, but shall not have the obligation to, make repairs and improvements to the building and/or grounds as it deems necessary to preserve the Facility. If such a condition arises whereby the CITY determines the condition is due to GOODWILL not performing routine task necessary to maintain the facility, said repairs, after due notice; may be made by the CITY and cost billed to GOODWILL for payment.
- 4.05. At the end of this Agreement, GOODWILL shall deliver the Facility to the CITY in good condition and will be responsible for all damage to such property except normal wear and tear or an Act of God.

- 5.01. GOODWILL shall be responsible for all injury or damage of any kind to persons or property resulting from the use of the Facility. In addition to the liability imposed upon GOODWILL on of GOODWILL, which liability is not impaired or otherwise affected hereby, GOODWILL assumes the obligation to protect, defend, indemnify and hold the CITY, its officers, employees, agents, and representatives free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, claims, professional fees or other expenses or liabilities of any kind and character resulting from or arising directly or indirectly out of this Agreement.

## VI. INSURANCE

- 6.01. Insurance Coverage: the following coverage is to be maintained by GOODWILL. Any exclusion from this coverage shall be noted on the Certificate of Insurance provided to the CITY.

**Workers Compensation:** GOODWILL will provide Workers Compensation coverage in accordance with the statutory requirements and maximum limits of the State of Tennessee and shall require all subcontractors to do likewise.

**Comprehensive General Liability Insurance:** GOODWILL will provide Comprehensive General Liability form including Board Form General Liability Extension Endorsement, its equivalent, including Premise and Operations; Independent Contractor Protective; Products and Completed Operations; Board Form Property Damage; Fire Legal Liability; Personal and Advertising Liability; XCU (Explosion, Collapse and Underground Coverage) to be taken out with the CITY named as additional insured:

Bodily Injury (including death) / Property Damage:

\$1,000,000 Each Occurrence Combined Single Limit \$2,000,000

Aggregate, Products and Completed Operations

**Property Insurance:** GOODWILL shall be responsible for maintaining any and all property insurance on its equipment.

**Certificate(s) of Insurance:** The CITY shall be conspicuously named on the Certificate of Insurance as additional insured and a copy of such certificate shall be submitted to:

City of Memphis Risk Manager  
2714 Union Extended, Suite 200  
Memphis, TN 38112

## VII. TERMINATION

- 7.01. Default or Breach of Contract. If either party hereto shall fail or refuse to perform the terms and conditions herein, the party not in default shall give thirty (30) days written notice to the defaulting party of the alleged default and if such default continues for as long as ten (10) additional days from the date of receipt of written notice, then this Agreement may be terminated by the party not in default for the breach thereof and all rights and remedies allowed by the law for breach of contract shall be available to the party not in default.
- 7.02. Termination for Convenience. This Agreement may be terminated upon sixty (60) days written notice by either party for convenience.

## VIII. STANDARD TERMS AND CONDITIONS

Agreement are subject to review and audit at the request of the CITY.

- 8.02. Compliance. GOODWILL will conduct itself and will cause the employees of the Senior Center to conduct themselves at all times in accordance with the standards and policies established by the CITY and will comply with all applicable state and federal laws governing the operation of the Facility.
- 8.03. Covenant of Quiet Enjoyment. CITY covenants that, if GOODWILL performs all of its obligations under this Agreement, GOODWILL will be guaranteed quiet and peaceful possession of the FACILITY except in the case of condemnation or damage to the FACILITY by fire or other casualty. CITY does, however, reserve the right to inspect the FACILITY during normal operating hours or to notify GOODWILL twenty-four (24) hours prior to any inspection scheduled when the FACILITY would normally be closed.
- 8.04. Property Improvements – Fixtures. GOODWILL agrees that all buildings and permanently attached or built-in fixtures now existing on said premises are the property of the CITY and that whatever additional improvements or fixtures added to the premises either by the CITY or by GOODWILL, attached to or built-in, shall become the property of the CITY and shall not be removed by GOODWILL. However, GOODWILL may acquire for use such additional movable articles as refrigerators, microwave ovens, stoves, concession and recreation equipment which shall remain the property of GOODWILL. GOODWILL shall not install fixtures or make alterations or additions in or about said building or premises without first obtaining written consent from the CITY. It is recognized by GOODWILL that the inventory list attached hereto as Exhibit C, in addition to permanently attached built-in fixtures, constitutes the only furniture, fixtures and/or equipment to be provided by the CITY.
- 8.05. Assignment. The CITY and GOODWILL bind themselves, their respective successors, executors and administrators to the full and diligent performance of all covenants within this Agreement. This Agreement may not be assigned without the express written consent of the CITY.

- 8.06. Severability. In the event any provision within this Agreement shall be deemed invalid or unlawful, such provision shall not nullify the remaining provisions included herein.
- 8.07. Governing Law. This Agreement shall be governed, construed and enforced according to contract laws of the State of Tennessee. All actions whether sounding in contract or in tort, relating to GOODWILL or to the CITY, shall be instituted and litigated in the courts of the State of Tennessee located in Shelby County, Tennessee and in not other. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the courts in the State of Tennessee, located in Shelby County, Tennessee.
- 8.08. Entire Agreement. It is expressly stipulated that there are no verbal agreements or understandings between the parties hereto affecting this Agreement which is made upon the express condition that it contains all of the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above.

APPROVED AS TO FORM:

CITY OF MEMPHIS

\_\_\_\_\_  
 Herman Morris, Jr.  
 City Attorney

\_\_\_\_\_  
 A C Wharton, Jr.  
 Mayor

**CITY OF MEMPHIS  
 DIVISION OF PARK SERVICES**

By: \_\_\_\_\_  
 Cynthia Buchanan, Director

**GOODWILL HOMES COMMUNITY  
 SERVICES, INC.**

By \_\_\_\_\_  
 Susan M. Mills  
 Chief Executive Officer

\_\_\_\_\_  
 Date

## EXHIBIT A

### GOODWILL HOMES COMMUNITY SERVICES, INC.

#### PROGRAM PLAN FOR SERVICES AND ACTIVITIES

Goodwill Homes Community Services, Inc. operates a Senior Citizens Center and an Adult Day Care Program at 163 West Raines Road, Memphis, Tennessee 38109. The boundary lines for the clients are South Parkway north, Holmes Road south, Elvis Presley east and Swinnea Road west.

Goodwill Homes Senior Center addresses the need, for social and recreational opportunities, educational activities, health promotions, and a variety of outreach services, for targeted low-income adults aged 55 years and older. The Senior Center is an essential link in the aging network, offering service activities and access to many community resources.

The Senior Center serves adults aged 55 or older in Southwest Shelby County. Most of the seniors in the services area are minority, low-income and frail. These seniors are in need of this program to enhance their dignity and self-worth. Goodwill Homes Senior Center provides a linkage and access to resources to meet these needs. The goal of Goodwill Homes Senior Center is to prevent institutionalization and isolation among low-income seniors.

The clients served by the Senior Center are classified as either semi-retired (ages 55 through 59) or retired (ages 60 and above). The participants are primarily low-income African-Americans.

The Adult Day Care Program provides day care for individuals ages 60 years and older and younger adults with physical, mental, or emotional disabilities. The Adult Day Care offers highly structured activities and personal care for seniors, while younger adults with disabilities are provided with structured activities to enhance their self-sufficiency and self-esteem. The Day Care is the only affordable program in Southwest Shelby.

The Senior Center program is operational five days per week, Monday through Friday, 7:00 a.m. to 5:00 p.m. The Senior Center is also open some nights and weekends depending upon the dates and hours pre-arranged by the users of the Center.

Services and programs to be provided by GOODWILL for the citizens of Memphis and Shelby County shall include, but not limited to

- a) Recreational programs
- b) Health and fitness programs
- c) Educational programs
- d) Information and referral services
- e) Congregate meal services
- f) Volunteer service activities
- g) Outreach activities
- h) Employment referral services

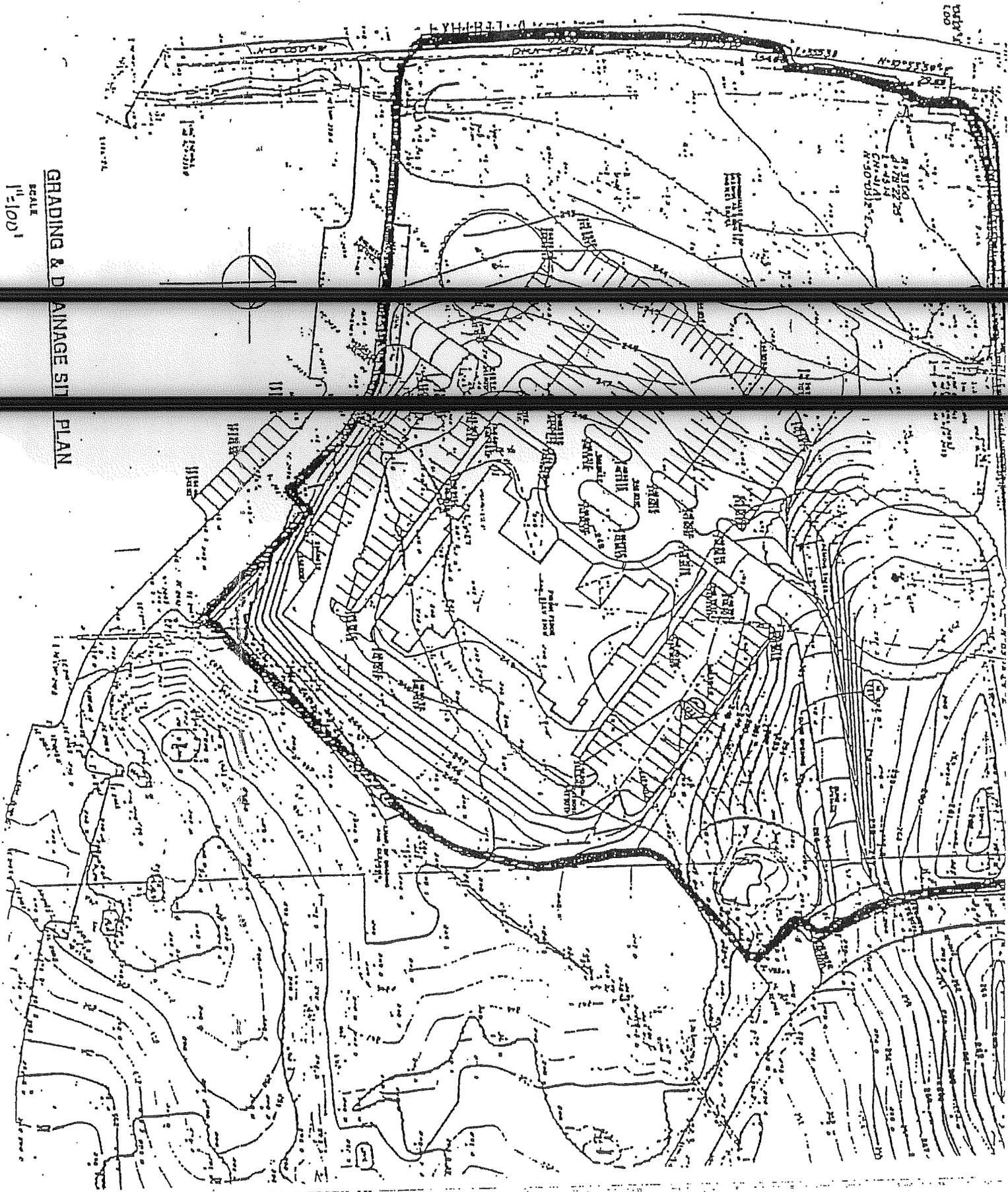
- i) Nutrition Education/Screening
- j) Adult Day Care
- k) Transportation services (Adult Day Care)
- l) Friendly visits and/or telephone reassurance

For the fiscal year ending June 30, 2012, it is anticipated that the unduplicated number of persons to be served will total 750. The following number of units and unduplicated persons will be served by program category.

	<u>Number of Units</u>	<u>Unduplicated Persons</u>
a) Recreation	30,000	300
b) Health Screening	500	130
c) Physical Fitness	3,500	300
d) Information/Referral	1,300	230
e) Congregate Meals	30,000	300
f) Outreach	200	200
g) Education/Training	6,500	300
h) Transportation Services	13,176	100
i) Friendly Visits	150	50
j) Telephone Reassurance	1,000	130
k) Material Aid/Resources	1,500	150
l) Adult Day Care	13,176	100

- 1) The number of volunteers at the Senior Center is expected to increase to 150 during fiscal year 2012.
- 2) Goodwill refers interested individuals to the Work Program at Meritan Services.

During fiscal year 2012, the Senior Center will continue to operate under the philosophy that the interests and needs of senior citizens are best met through the individual's free choice of planned activities and learning experiences.



GRADING & DRAINAGE SITE PLAN  
 SCALE 1"=100'