

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RENEWAL OF THE CONTRACT WITH GOLD CREEK FOODS FOR SCHOOL NUTRITION SERVICES COMMODITY CHICKEN PROCESSED ITEMS AND AUTHORIZING THE MAYOR TO SIGN EXECUTE AN AMENDMENT TO THE CONTRACT AND ALL OTHER DOUCMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, July 1, 2020, the City for its Kingsport City Schools entered into an agreement with Gold Creek Foods to provide commodity chicken processed items to the Kingsport City School Nutrition Services for the period of July 1, 2020, to June 30, 2021; and

WHEREAS, the agreement has the option to renew for an additional three years, in one year increments, provided the pricing and quality of service were acceptable to the city; and

WHEREAS, Gold Creek Foods is satisfactorily meeting the terms of the agreement; and

WHEREAS, the Board of Education agreed to renew the agreement for an additional year on May 9, 2023; and

WHEREAS, it is recommended that the board exercise the option to renew the agreement with Gold Creek Foods for the purchase of commodity chicken processed items used by School Nutrition Services from Gold Creek Foods for the estimated total amount not to exceed \$75,000.00 for the term of July 1, 2023, through June 30, 2024; and

WHEREAS, this is the last renewal option under the original contract.

Now therefore,

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

SECTION I. That renewal of the agreement with Gold Creek Foods for commodity chicken processed items for the Kingsport City School Nutrition Services for the extended period of July 1, 2023, through June 30, 2024, 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, an amendment for the same and all documents necessary and proper, to deliver the agreement 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 agreement and this resolution, said agreement being as follows:

**ADDENDUM TO AGREEMENT
BETWEEN GOLD CREEK FOODS
AND CITY OF KINGSFORT, TENNESSEE FOR ITS KINGSFORT CITY SCHOOLS
MADE AND ENTERED INTO ON THE 1ST DAY OF JULY 2020**

SECTION 2. CONTRACT TERM. The work to be performed under this Contract shall be from JULY 1, 2023 to JUNE 30, 2024. The Contract will be awarded for a period of one (1) year with a renewal option providing all terms, conditions and cost are acceptable to both parties. The City reserves the right to re-bid at the end of any contract period.

SECTION 3. THE CONTRACT PRICE. The City shall pay, in current fund, the Contractor for the performance of this Contract on the basis of the unit price cost per unit, as set forth in the spreadsheet dated 4/14/2023 titled "TN-Kingsport 2023-2024 Commodity Processing Price List", and the total cost of SEVENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$75,000.00) is an estimated total cost, based upon the number of units required for the performance of this Contract and in the event there is any variation in the units actually required in the performance of this Contract, and the estimate made above, then the unit price shall in all things control, so that the total estimated cost of SEVENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$75,000.00) is subject to being increased in the event the units required for this Contract are greater than that estimated, and is subject to being decreased in the event said units are less than that estimated; which said payment, based upon the unit costs mentioned above, shall be full compensation for all materials and supplies furnished, and all labor done by the Contractor under and pursuant to this Agreement, and said sum shall also pay for all losses or damages of the Contractor arising out of the nature of the work, and for any and all expenses incurred in consequence of the work under this Contract, and for the well and faithful performance of said Contract.

Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. This Agreement shall terminate at the end of the contract year, JUNE 30, 2024. Additional annual term(s), each of which said term shall expire at the end of the then current contract year, shall be at the sole option of the City of Kingsport. If not renewed, for reason of Funding Out (which means school has insufficient funds to pay at June 30), City shall have no obligation to pay any additional costs and City shall surrender all rights and interest in any asset(s) which are not fully owned by City to Company.
2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Sullivan County, Tennessee.
3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms. Except as hereby amended, all other terms and conditions of the Agreement effective July 1, 2020, as amended by agreement dated May 17, 2022, shall remain in full force and effect.

[Acknowledgements Deleted for Inclusion in this Resolution]

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

ADOPTED this the 16th day of May, 2023

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY