

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

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH TYSON FOR KINGSPORT CITY SCHOOLS NUTRITION SERVICES COMMODITY CHICKEN PROCESSING AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on May 17, 2022, the board approved an amendment to the agreement with Tyson to provide commodity chicken processing to Kingsport City School Nutrition Services for the period of July 1, 2022, through June 30, 2023; and

WHEREAS, the current contract price is \$65,000.00; and

WHEREAS, the state has been unable to find bonus pounds of chicken to process to finish the school year and use for the summer feeding program which will increase the current contract amount; and

WHEREAS, on April 11, 2023, the Board of Education approved the execution of an amendment to increase the amount of the agreement to \$67,000.00 through June 30, 2023.

Now therefore,

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

SECTION I. That an amendment of the agreement with Tyson for commodity chicken processing for Kingsport City Schools Nutrition Services for the not to exceed amount of \$67,000.00 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:

**AMENDMENT TO THE AGREEMENT  
ENTERED INTO BETWEEN TYSON  
AND CITY OF KINGSPORT, TENNESSEE FOR ITS KINGSPORT CITY SCHOOLS**

On July 1, 2020 an Agreement was entered into by and between Gordon Food Service, Inc., (hereinafter Contractor) and the City of Kingsport Tennessee (hereinafter City). An Addendum to the Agreement was executed on May 18, 2022 to include the period of July 1, 2022 through June 30, 2023. The terms of the Agreement are hereby amended as set forth herein.

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 SECTION 1 above, and as set out and stipulated in the bid or proposal of said Contract, and the total cost of SIXTY SEVEN THOUSAND DOLLARS AND ZERO CENTS (\$67,000.00) 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 SIXTY SEVEN THOUSAND DOLLARS AND ZERO CENTS (\$67,000.00) 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.

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 mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreements 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 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 18th day of April, 2023.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
RODNEY B. ROWLETT, III, CITY ATTORNEY