

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDED AND RESTATED PURCHASE AGREEMENT WITH SOLUTION TREE FOR PROFESSIONAL DEVELOPMENT FOR KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, on May 13, 2026, the City entered into a purchase agreement with Solution Tree agreement for an amount not to exceed \$42,600 for three-day workshops at Jackson Elementary and Robinson Middle School; and

WHEREAS, the administration desires to add additional services for interactive web conferences for the Schools Leadership Team at an additional cost of \$18,000 bringing the total cost of the agreement to \$60,600; and

WHEREAS, the Board of Education approved this action on July 14; and

WHEREAS, funding for this service will be from 2026-2027 Additional Targeted Support and Improvement (ATSI) Grant.

Now therefore,

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

SECTION I. That the Amended and Restated Purchase Agreement with Solution Tree 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 Amended and Restated Purchase Agreement with Solution Tree, 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:

Solution Tree

Amended and Restated Purchase Agreement

Effective as of the last date of signature below, Solution Tree Inc. ("Solution Tree"), located at 555 N. Morton St., Bloomington, IN 47404, and City of Kingsport for its Kingsport City School District ("Customer"), located at 400 Clinchfield St. Suite 200, Kingsport, TN 37660, agree to amend and restate the Solution Tree Purchase Agreement between the parties dated May 13, 2026 as follows:

- 1. Purchase Summary:** Customer will purchase and Solution Tree will provide the products and services described below. Customer will provide Solution Tree with a purchase order for the full amount due under this Agreement, including any applicable taxes. All payments will be due net 30 days from actual date of invoice with all past due invoices subject to monthly finance charges as allowed by law.

Description	Payment	Expected Invoice Date
Professional Development Services (Non-refundable 20% Deposit)	\$ 12,120.00	Upon execution of Agreement
Professional Development Services (Remainder)	\$48,480.00	Incrementally after each date
Total	\$60,600.00	

2. **Professional Development Services:** Solution Tree will provide a presenter to perform the professional development services described in Exhibit A. Except for any pre-printed binders or other materials Solution Tree provides, Customer will reproduce any handouts and other print materials related to the services. Customer will provide a venue, audio/video equipment, and technical support capable of receiving and displaying all onsite or virtual sessions.

3. **General Terms**

3.1. Intellectual Property: Customer acknowledges that all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement are pre-existing and that no materials will be developed specifically for Customer. All previously owned rights will be retained, and Customer may not reproduce any materials not designated reproducible without express written permission. All audio, video, and digital recording of the services by Customer is prohibited.

3.2. Authorization: Customer warrants that it has gone through all required approval and procurement processes related to a purchase of this size and that Customer's signatory has the authority to bind Customer to the terms of this Agreement.

3.3. Force Majeure: If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable by preventing services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products. If performance is prevented entirely, neither party will have any further liability to the other party for the prevented performance. All unaffected obligations will remain in place.

3.4. Termination: Solution Tree may terminate this Agreement if Customer does not provide a purchase order at least 30 days before the first scheduled date. If Customer seeks to cancel any services within 90 days of the scheduled date for any reason but Force Majeure and Solution Tree agrees to such cancellation, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit.

3.5. Entire Agreement: This Agreement, any purchase orders issued pursuant to this Agreement, any RFP in place between the parties, any other written agreement executed by the parties for the same services included in this Agreement, and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

[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 21st day of July, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY