

COPY

AGREEMENT BETWEEN
THE CUMBERLAND COUNTY BOARD OF EDUCATION
AND
THE CITY OF CROSSVILLE
FOR
REPAIR AND MAINTENANCE OF A-4B aircraft BUNO 148572

THIS AGREEMENT made and entered into on this 28th day of April, 2022, by and between the CUMBERLAND COUNTY BOARD OF EDUCATION, (hereinafter referred to as "School Board"); and THE CITY OF CROSSVILLE, TENNESSEE (hereinafter referred to as "City").

RECITALS

WHEREAS, City is a party to a contractual agreement (attached hereto as Exhibit A) with the UNITED STATES OF AMERICA, acting through the Naval Air Systems Command Headquarters (hereinafter referred to as "U.S. government") dated February 29, 1980, in which City received a conditional gift, in the form of a retired A-4B aircraft BRUNO 148572 (hereinafter referred to as "aircraft" or "the aircraft"); and

WHEREAS, School Board, is a third party beneficiary, and the primary beneficiary of this agreement between City and U.S. government, insomuch as the A-4B aircraft BRUNO 148572 received by City was, at all relevant times, intended to be, and has actually been, placed upon the premises of Cumberland County High School, as a symbol of the school mascot "The Jets"; and

WHEREAS, the aircraft is a beloved and iconic symbol of Cumberland County High School and the many generations of students that have attended this school; and

WHEREAS, City, under the agreement with the U.S. government, is obligated to:

- a) Maintain the aircraft and make such repairs to it as are necessary to keep it in a clean and safe condition so that its appearance and use will not discredit the donor;
- b) Use the donated property for display or educational purposes only;
- c) Protect the aircraft from vandalism by displaying it behind fences, on high pedestals, or by other suitable means to deter easy access by mischievous youngsters or unscrupulous individuals;
- d) Place the aircraft on display within ninety (90) days following physical acceptance of the property and to provide the donor with an 8x10 photograph, depicting how the donated property is displayed;
- e) Furnish the donor a notarized statement within fifteen (15) calendar days following the last day of each calendar year, certifying that the aircraft is still in the possession of the

donee and being displayed in the same manner and condition as indicated by the original photograph or provide an updated photograph and details regarding changes;

- f) Maintain the aircraft consistent with Attachment A to the Conditional Deed of Gift, attached hereto as Exhibit A to this agreement.

WHEREAS, the donated aircraft currently requires certain repairs and maintenance and City has been given notice of same by the U.S. government, under threat of repossession of the aircraft; and

WHEREAS, a volunteer campaign has been organized which has raised, and is raising funds and the labor necessary to make the required repairs, and ideally, to fund the continuing cost of maintenance to the aircraft; and

WHEREAS, School Board wishes to indemnify and relieve City from these contractual obligations to the extent possible, taking primary responsibility for the required repairs and maintenance of the aircraft in the years to come.

NOW, THEREFORE, in consideration of the recitals, mutual promises and covenants herein contained, the School Board and the City hereby agree as follows:

1. To the extent that donated funds and labor does not cover the cost of the repairs the aircraft currently requires, School Board will endeavor to pay for same, so as to relieve City of the monetary obligation associated with aircraft;
2. School Board will develop a plan of maintenance for the aircraft, consistent with Attachment A to the Conditional Deed of Gift, attached hereto as Exhibit A to this agreement, and particularly paragraphs 2 through 7 of said attachment;
3. That School Board will reimburse the City of Crossville for funds expended by the City for the repair and maintenance of the aircraft up to \$8,000.00, or as otherwise approved by the Board of Education in its official minutes.
4. School Board will provide annual reports to City concerning maintenance performed consistent with this agreement;
5. City will share with School Board any and all communications it receives from U.S. government which relate to the Conditional Deed of Gift attached hereto as Exhibit A;
6. Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid, and addressed as follows:

Director of Schools
Cumberland County Board of Education
368 4th Street

Crossville, Tennessee 38555

City Manager
City of Crossville
392 North Main Street
Crossville, Tennessee 38555

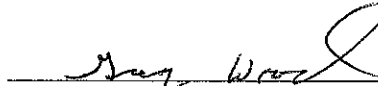
7. The School Board, the City of Crossville and their respective representatives, agents and employees agree to cooperate in good faith in fulfilling the terms of this agreement;
8. The parties intend for this various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections;
9. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity to do so;
10. This Agreement shall be governed and interpreted in accordance with the laws of the state of Tennessee;
11. This Agreement represents the entire agreement of the parties and supercedes any verbal or written representations of, to or by the parties to each other.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

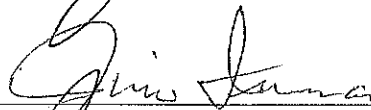
This 28th day of April, 2022.



INA MAXWELL
Director of Schools
Cumberland County Board of Education



GREG WOOD
City Manager



JIM INMAN
Chairman
Cumberland County Board of Education