MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF LAKELAND AND
LAKELAND BOARD OF EDUCATION

This Memorandum of Understanding, dated this ___ day of _____, 2015 by and Between the City of Lakeland, Tennessee ("City") and the Lakeland Board of Education ("School Board").

WHEREAS, the Tennessee legislature passed Public Chapter No. 256 of the 2013 Public Acts to amend Title 49 relative to local educational agencies, including Tennessee Code Annotated §49-2-127(b), which authorizes the governing body of a municipality to establish, by ordinance, a municipal board of education in compliance with Tennessee Code Annotated §49-2-01; and

WHEREAS, the School Board was lawfully established by local ordinance pursuant to Tennessee Code Annotated §49-2-106 and in compliance with Tennessee Code Annotated §49-2-201; and

WHEREAS, the School Board is an entity authorized pursuant to the laws of the State of Tennessee to operate a public school district within Lakeland, Tennessee; and

WHEREAS, the School Board is in need of Apple computers to provide its teachers in furtherance of the educational purposes set forth in Tennessee law, but the School Board desires to pay for said computers over a term that exceeds the current fiscal year; and

WHEREAS, the City is a Tennessee municipal corporation; and

WHEREAS, the City is authorized to enter into capital leases pursuant to Tennessee Code Annotated §7-51-901, *et seq.*, and has agreed to do so on behalf of the School Board in order for the School Board to obtain said Apple computers; and

WHEREAS, the City and the School Board enter into this memorandum of understanding to memorialize the School Board's repayment for said Apple computers over a four-year period.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby confirmed, the parties do covenant and agree as follows:

1. Acknowledgment as to the Purpose of the Apple Lease. For the purpose of funding the lease-purchase of sixty-five (65) Apple computers for use by teachers in the Lakeland School(s), and allowing the School Board to pay for said computers over a four-year period, the City agrees to enter into that certain Master Lease Agreement #426 between Apple Inc. and City of Lakeland, a true and correct copy of which is attached hereto as Exhibit "A." (the "Lease").

2. Repayment of Lease by the School Board to the City. The School Board agrees to reimburse the City for its payments under the Lease, and for all costs associated with or obligations or claims arising out of such Lease, until all obligations under the Lease are satisfied. The School Board represents and acknowledges that it has sufficient funds in its operating budget to reimburse the City for the yearly costs of the Lease. The source of repayment by the School Board shall include any and all sources of funds legally available to retire such obligations. The City shall, after paying each yearly payment due under the Lease, request repayment of said payment from the School Board, said repayment being due within ten (10) days of the School Board receiving such request. The City shall have the right to request repayment of all payments it has actually made under the terms of the Lease, as well as any costs, claims, judgments or other obligations that it has incurred as a result of its entering into the Lease. In the event that the School Board fails to make any requested repayment in a timely fashion, then the City shall have the right to withhold the amount of the repayment from any tax levied and collected by the City for the benefit of the School Board, and to credit such amounts against any funds that the City is otherwise obligated to provide to the School Board. It is the intent of the parties that the all of the costs and obligations arising out of the Lease and paid by the City shall be reimbursed by the School Board under this Memorandum of Understanding

3. Possession of Computers. The possession and title of the computers obtained under the Lease shall immediately pass to the School Board. The School Board shall have

the sole obligation and responsibility to inventory, image, maintain and otherwise control said computers. All support, training and software included in the Lease shall be for the exclusive benefit of the School Board, and the School Board shall have the exclusive right to all benefits or warranties conferred under the Lease. Any claim for breach or any other claim under or associated with the Lease shall inure to the benefit of the School Board and all costs associated with the litigation or enforcement of said claims shall be the sole responsibility of the School Board. The City shall have no obligation to maintain, repair, outfit, or otherwise ensure that such computers comply with the needs of the School Board. The School Board shall be solely responsible to ensure that all software and software licenses, and the use thereof, shall comply with state and federal law and that any such violation of trademark, copyright, or patent law, or any claim as it pertains to or is associated with the use of said computers, shall be the sole obligation and responsibility of the School Board.

4. Term of Memorandum of Understanding. The term of this Memorandum of Understanding shall commence on the date of this Memorandum of Understanding, and shall continue until such time as the obligations contained in the Lease are fully satisfied and all such funds paid thereunder, and costs incurred, by the City have been repaid by the Board.

SEE FOLLOWING PAGE FOR SIGNATURES

IN WITNESS WHEREOF, the City of Lakeland, Tennessee and the Lakeland Board of Education have executed this Memorandum of Understanding as of the first day above written.

CITY OF LAKELAND, TENNESSEE

_____

By: Wyatt Bunker

Title: Mayor

LAKELAND BOARD OF EDUCATION

_____

By: Dr. Ted Horrell

Title: Superintendent

_____

By: Kevin Floyd

Title: Chairperson