



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent


www.pasco.k12.fl.us

Department of Purchasing
Kendra Goodman, CPPO, CPPB, Purchasing Agent
813/794-2221 Fax: 813/794-2221
727/774-2221 TDD: 813/794-2484
352/524-2221 e-mail: kgoodman@pasco.k12.fl.us

September 6, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Site License Agreement for Fox 13 Weather Stations at Gulf High School (GHS)
New World Communications of Tampa, Inc.

In October 2008, the Board approved a site license for WTVT Fox 13 Television to house a weather station on the grounds of Gulf High School. The agreement had a term of three (3) years. The equipment allows accurate local weather readings to be reported to Fox 13's audiences in the west Pasco County area. Nancy Alfonso, School Board Attorney, reviewed and approved the agreement on July 31, 2011. All costs and liability associated with this equipment remain the responsibility of New World Communications of Tampa, Inc., on behalf of WTVT. There is no cost to the District; no District funds are associated with the agreement.

New World Communications has asked the District to sign a new, three (3) year agreement for the equipment, for the term October 10, 2011 – October 9, 2014. At this time I am requesting Board approval of the attached contract documents.

Please feel free to call me if you have any questions or concerns.

KDG/vj
Attachments



RECEIVED

7-27-11 *Qlew*

SITE LICENSE AGREEMENT

This Agreement ("Agreement") is made and entered into the 26TH day of July 2011, by and between the District School Board of Pasco County ("Licensor"), on behalf of Gulf High School, 4355 School Road, New Port Richey, Florida 34652, (the "Premises"), and New World Communications of Tampa, Inc., having its principal place of business at 3213 West Kennedy Boulevard, Tampa, Florida 33609 ("Licensee").

WITNESSETH:

In consideration of the promises made by Licensee in this Agreement, Licensor hereby grants to Licensee a license consisting of the rights and privileges hereinafter set forth, subject to the terms and provisions hereinafter set forth.

1. GRANT:

(a) Subject to the limitations stated in this Agreement, Licensor grants to Licensee the non-exclusive right to install and operate, at Licensee's sole cost and expense, one weather sensor, 3' high by 1' wide, mounted on a 5' pole ("Sensor"), one modem and receiver, both of which are 4" high by 8" wide, ("Receiver"), and cabling as necessary, a telephone line and a telephone jack ("Related Equipment"). Licensor agrees that Licensee shall install and mount the Sensor on the roof of the building, designated by Licensor, on the Premises (the "Building"). Licensor also agrees that Licensee shall install the Receiver and Related Equipment inside the Building. Licensee's Sensor, Receiver and Related Equipment shall be collectively referred to hereinafter as "Licensee's Equipment". Licensor represents that the Building it selects for the installation of Licensee's Equipment hereunder shall be a reasonably secure location.

(b) The authority granted by Licensor to Licensee to install and operate the foregoing items is expressly subject to all the terms and provisions of this Agreement, including, but not limited to, those provisions, restrictions and reservations relating to the operation, maintenance and removal of such items. This Agreement grants Licensee non-exclusive rights, and Licensor hereby expressly reserves the right to grant additional licenses to others for like or similar purposes.

2. TERM AND TERMINATION:

(a) Subject to the parties' rights to terminate this Agreement as described in paragraph 2(b) below, this Agreement shall be for a term of three (3) years ("Term"), commencing on October 10, 2011, (the "Commencement Date") and ending on October 9, 2014. Each one-year period of the Term, beginning on the Commencement Date, shall constitute a Contract Year.

renewable annually upon mutual agreement of the parties

(b) Licensor and Licensee shall both have the unrestricted right to terminate this Agreement, for any reason or for no reason at all, effective the last day of the then-current Contract Year, by giving at least ninety (90) days prior written notice to the other party.

3. ACCEPTANCE OF PREMISES: Licensee acknowledges that it is familiar with the Building and the Premises. Licensee further acknowledges that Licensor has made no representation or warranty of any kind whatsoever to Licensee, express or implied, concerning the condition, safety, or fitness for use of the Premises or of any common areas, and that Licensee accepts the Premises in its "present" condition, "as is, where is."

4. ELECTRIC POWER AND TELEPHONE SERVICE: Licensor shall provide Licensee with electric power as needed to maintain Licensee's Equipment. Licensee shall install and operate, at Licensee's sole cost and expense, a telephone line and telephone jack.

5. INSTALLATION AND MODIFICATIONS: Licensee's Equipment shall be installed and maintained at all times in a workmanlike manner and in accordance with all federal, state and local laws, regulations, codes and safety standards and requirements, including, without limitation, all requirements of the Americans with Disabilities Act and The Florida Americans with Disabilities Accessibility Implementation Act. The specifications and location of the installation shall be subject to Licensor's prior written approval. In no event shall Licensee modify any structure now existing on the Premises without Licensor's prior written consent.

6. MAINTENANCE, REPAIR COSTS AND ASSUMPTION OF RISK: Licensor shall have no responsibility for the maintenance and repair of Licensee's Equipment. Licensee shall be solely responsible for maintaining and repairing Licensee's Equipment, and shall maintain Licensee's Equipment in accordance with all applicable federal, state and local laws. Licensee hereby releases and relieves Licensor from any and all liability from any damage to Licensee's Equipment from any cause whatsoever not directly attributable to the willful misconduct of Licensor, or its agents or employees.

7. REMOVAL: Licensee shall remove Licensee's Equipment upon or prior to the expiration or earlier termination of this Agreement. Licensee, and Licensee's Equipment shall not remain on the Premises after the expiration or earlier termination of this Agreement unless Licensee has obtained the written consent of Licensor. If Licensee fails to remove Licensee's Equipment timely and does not have Licensor's consent as described in the previous sentence, then Licensor shall have the right to remove Licensee's Equipment at Licensee's expense, and Licensee shall pay all of Licensor's reasonable costs of removing Licensee's Equipment.

8. ACCESS: Licensor shall have the right to establish, modify and enforce against Licensee reasonable rules and regulations concerning the use of the Building and the Premises. Licensee shall have non-exclusive, reasonable access to the Building and the Premises during normal business hours for the purpose of making inspections and repairs to Licensee's Equipment; provided, however, that Licensee shall give Licensor reasonable, prior notice of its intended access. Access to the Building by Licensee shall be limited to persons named on a list of authorized persons, which Licensee shall provide to Licensor. Licensee will notify Licensor in a timely manner, in advance, of changes to the list. In the event of an emergency situation, persons designated on the list of authorized persons may have access to the Building, without prior notice to Licensor. Licensee, and Licensee's employees, invitees and guests, are prohibited from parking any vehicles overnight on the Premises. Licensor shall not be liable for any damage to any motor vehicle of Licensee's employees, invitees or guests on the Premises.

CONTRACT REVIEWED
AND APPROVED:
Koz 8/22/16

9. COMPLIANCE WITH LAWS: Licensee shall promptly perform and comply with all applicable federal, state and local statutes, ordinances, rules, orders, and regulations applicable to Licensee's Equipment on the Premises, or use of the Building or the Premises during the term of this Agreement.
10. LIENS: Licensee shall keep the Premises free and clear of any lien or encumbrance of any kind whatsoever created by Licensee's acts or omissions, and further will not directly or indirectly create, incur, assume or suffer to exist any materialman's mechanic's, workmen's, repairmen's or any other similar lien. Licensee covenants and agrees to transfer any claimed or asserted lien to a bond or such other security as may be permitted by law within five (5) business days after Licensee is given written notice of the assertion of any such lien or claim of lien. Licensee shall advise all persons, if any, furnishing designs, labor, materials or services to the Premises in connection with Licensee's installation, relocation or removal of Licensee's Equipment thereof of the foregoing provisions.
11. ASSUMPTION OF RISK; DAMAGE OR DESTRUCTION: Licensee assumes all risks of damage or loss to Licensee's Equipment or fixtures, if any, from fire, windstorm, hurricane and other acts of God, and from condemnation and any other event beyond Licensor's control. In the event the Premises or any part thereof shall be damaged or destroyed by fire, windstorm, hurricane or other act of God, or any other event beyond Licensor's control, if any such damage renders all or a substantial portion of the Building or the Premises unfit for the purpose intended under this Agreement, then either Licensor or Licensee shall have the right to terminate this Agreement by giving written notice to the other at any time within thirty (30) days after the date of such damage, or other event. Licensor shall have no duty or obligation to repair or restore the Building or the Premises, and shall have no liability or obligation to Licensee, or anyone claiming under or through Licensee, for any injury, loss of revenue, business interruption, inconvenience or cost of finding and installing its equipment at an alternative site.
12. NO INTEREST IN REALTY: This Agreement shall not at any time be interpreted to constitute a lease or sublease nor shall the same be interpreted as granting to Licensee any rights in or to the Premises or any part thereof.
13. INSURANCE: During the Term, Licensee shall maintain, at its sole cost and expense, insurance coverage in an amount equal to the full replacement cost, fire and extended coverage for Licensee's Equipment. Licensee shall also obtain and maintain during the Term general liability insurance, workers' compensation and employer's liability insurance as required by law, and automobile insurance, covering owned, hired and non-owned vehicles.
14. INDEMNIFICATION:
- (a) By Licensee: For good and valuable consideration, the receipt and sufficiency of which is acknowledged by Licensee, Licensee agrees to indemnify and hold Licensor harmless from and against any and all losses, damages, demands and expenses in connection with or arising out of (i) the negligence, harm, damage or loss of Licensee or its employees or agents in connection with the installation, maintenance or operation of Licensee's Equipment on Licensor's Premises or (ii) Licensee's breach of any provision of this Agreement.

CONTRACT REVIEWED
AND APPROVED:
Kdy 8/22/11

(b) By Licensor: Licensor shall not be liable to Licensee's agents, employees, invitees or servants for any injury to person or damage to property caused by any act or omission of Licensee, its agents, employees, invitees or servants or any other person entering the Premises under the invitation or direction of Licensee, or arising out of Licensee's use of the Premises. For good and valuable consideration, the receipt and sufficiency of which is acknowledged by Licensor, Licensor agrees to indemnify and hold Licensee harmless from and against any and all losses, damages, demands and expenses in connection with or arising out of the willful misconduct of Licensor or its employees or agents in connection with Licensee's installation, maintenance or operation of Licensee's Equipment on Licensor's Premises.

15. NOTICES: All notices, demands and requests given by either party to the other party shall be given in writing by mailing said notice, by registered or certified mail, postage prepaid, or by overnight delivery service, delivery fee prepaid and signature required, or by facsimile transmission (subject to electronic log confirmation). The date of mailing or facsimile transmission shall be deemed to be the date of service. If the deadline for notice hereunder falls on a weekend or legal holiday, then notice shall be timely given if given on the next business day.

Notices to Licensor shall be addressed as follows:

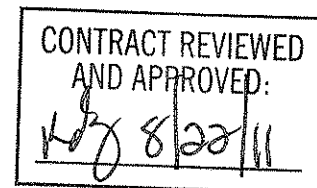
District School Board of Pasco County
7227 Land O' Lakes Blvd.
Land O' Lakes, Florida 34638
Attention: Kendra Goodman, Purchasing Agent
813-794-2221 (telephone)
813-794-2111 (facsimile)

Notices to Licensee shall be addressed as follows:

New World Communications of Tampa, Inc.
3213 West Kennedy Boulevard
Tampa, Florida 33609
Attention: Vice President and General Manager
813-870-9601 (telephone)
813-250-3850 (facsimile)

With a copy to:

Fox Television Stations, Inc.
1551 Briarcliff Road, N.E.
Atlanta, GA 30306
Attention: Legal Department
404-724-4421 (telephone)
404-724-4440 (facsimile)



Licensee or Licensor may from time to time designate by written notice to the other, in accordance with the terms of this Agreement, a new address for the mailing of notices.

16. ASSIGNMENT: Licensor shall have no right to assign or otherwise transfer its rights under this Agreement. Licensee shall have the right to assign its rights hereunder to any entity that controls, is controlled by, or is under common control with Licensee and to any entity that acquires the right to broadcast over the facilities of FCC licensee WTVT; provided that Licensee obtains the prior written consent of Licensor, which consent Licensor shall not withhold unreasonably. Licensee shall automatically and entirely be released from all covenants and obligations under this Agreement from and after the date of such assignment, once the assignee assumes and agrees in writing to perform all of Licensee's executory obligations hereunder.

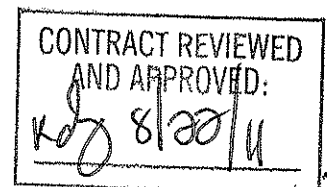
17. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Florida, without regard to excluding the "conflict of laws" rules thereof, and the parties agree that venue for any action hereunder shall be in Pasco County, Florida.

18. SEVERABILITY: If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, as long as the general intent and material benefits negotiated by each of the parties shall not be substantially diminished nor impaired, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

19. EARLY TERMINATION: Anything herein to the contrary notwithstanding, Licensor and Licensee shall each have the right to terminate this Site License Agreement if (i) Licensor must utilize the space on the roof of the Building for Licensor's business purposes and will, in Licensor's sole discretion, be unable to do so if Licensee's Equipment remains on the roof, or (ii) Licensee, in its sole discretion, elects to discontinue its use of Licensee's Equipment to obtain weather information from Pasco County. If either party elects to terminate this Agreement under the provisions of this paragraph, the terminating party shall give the other party written notice at least one hundred and twenty days (120) before the date Licensee shall be required to vacate the Premises. Licensor shall not have any liability or obligation to Licensee or anyone claiming under or through Licensee for any injury, loss of revenue, business interruption, inconvenience or cost of finding and installing its equipment at an alternative site due to an early termination of this Agreement pursuant to this paragraph.

20. ENTIRE AGREEMENT: This Agreement constitutes the full and complete understanding between the parties and supersedes all prior agreements and negotiations between the parties. This Agreement shall not be altered, amended or otherwise modified except by the express written agreement between the parties executed by each of the parties to this Agreement.

21. HEADINGS: The headings in this Agreement are solely for convenience of reference and shall not affect its interpretation.



WITNESS the execution hereof by Licensor and Licensee as of the day and year first written above.

**NEW WORLD COMMUNICATIONS
OF TAMPA, INC.**

**DISTRICT SCHOOL BOARD OF
PASCO COUNTY**

By: Michael Howey
Print: MICHAEL HOWEY
Its: VP, ENG/PEOP
Date: 7/26/11

By: _____
Print: _____
Its: _____
Date: _____