

## AGREEMENT

This Agreement made this 15th day of February, 1977, between the State Board of Education, herein called the Board, and Florida West Coast Public Broadcasting, Inc., herein called WEDU:

WHEREAS, the Legislature has, in Chapter 76-280, Laws of Florida, directed the Board to allocate \$2,250,000.00 to a state capital outlay project at WEDU for public broadcasting facilities; and

WHEREAS, WEDU owns property in Tampa, Florida, more particularly described in Exhibit A hereto, suitable and designed for use as a public broadcasting facility; and

WHEREAS, WEDU owns broadcasting equipment for use in a public broadcasting facility; and

WHEREAS, WEDU provides broad educational services to people of all ages; and

WHEREAS, the parties hereto have agreed that the legislative purpose is best served by this Agreement,

THEREFORE, the parties agree as follows:

1. The Board shall cause to be constructed, on the land described in Exhibit A hereto, a public broadcasting facility including offices, studios, appurtenances and other elements, herein called the facility, which will make it possible for WEDU to continue to provide broad educational services in Florida to people of all ages. Therefore, the final plans shall be based upon the building program, dated

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January 14, 1976, prepared at the direction of WEDU, and should incorporate subsequent modifications to conform to the funds presently available and in accordance with needs expressed by WEDU. The design and construction process shall be subject to the jurisdiction and approval of the Department of General Services. The plans therefor shall be approved by the Commissioner of Education. The Office of Educational Facilities Construction shall administer and manage all state-appropriated funds pursuant to Chapter 76-280, Laws of Florida. All parties hereto shall comply with all applicable laws, regulations and ordinances.

2. Upon final completion of the facility, and acceptance by the Department of General Services, the Board shall, and does hereby lease the facility to WEDU for a term of forty (40) years. The facility shall be and remain characterized as personal property.

3. In consideration for the use of the facility for the period described above, WEDU shall:

- a) pay an annual rental of One Dollar (\$1.00).
- b) install in the facility, at the appropriate time, at its expense, equipment necessary for the use of the facility as a public broadcast facility, which equipment shall remain the property of WEDU.
- c) after the final acceptance of the facility by the Department of General Services, within a reasonable time, not to exceed a period of six (6) months unless extended by written authorization from the Board, begin operation of an educational and/or public broad-

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casting and/or communications system or systems as approved, if necessary, and/or permitted by the Federal Communications Commission, and to be used for no other purpose.

4. WEDU shall, in the operation of the facility:

a) pay all costs of taxes and insurance on the facility and pay for all utility services supplied thereto.


b) procure and maintain in effect all licenses and permits necessary for the lawful operation of the facility.

c) maintain the interior and exterior of the facility in good condition and repair, excepting ordinary wear and tear. 

d) maintain HVAC units in accordance with the manufacturer's recommendations.

e) maintain lighting fixtures installed in the facility and replace all lenses, lamps, ballasts and starters in lighting fixtures.

5. WEDU shall hold the Board harmless from any and all liability, claims, actions or causes of action arising from or pertaining in any way to the operation and use of the facility subsequent to final acceptance thereof by the Department of General Services.

6. WEDU shall, throughout the lease term, maintain in  effect insurance coverage in the following types and amounts:

a) fire, windstorm and extended coverage in the maximum insurable value of the facility.

b) comprehensive personal liability insurance in the minimum amount of \$500,000.00 each occurrence.

c) such other insurance as is or may be required by law.

7. WEDU may at its expense, make such changes, alterations and additions in and to the facility as it sees fit, provided that plans for changes requiring the issuance of a building permit by any local governmental agency must be submitted, prior to the beginning of such construction, for approval by the Department of General Services and the Commissioner of Education.

8. WEDU shall, during the lease term, upon request of the Commissioner of Education, furnish copies of its latest annual report and its latest annual financial statement. Upon request of the Commissioner of Education, WEDU shall permit the Auditor-General or his designee to inspect its financial books and records.

9. If WEDU shall, at any time during the lease term, become insolvent, or shall make any assignment for the benefit of creditors, call a general meeting of creditors or attempt an informal arrangement or composition with creditors, or if a receiver or any officer of a court be appointed or have control of any of the property or assets of WEDU, be declared bankrupt by voluntary or involuntary proceedings, or volun-

tarily relinquish its broadcast license, or terminate and cease its operation as an educational and/or public broadcasting and/or communications system or systems, then the Board shall have the option to lease the land described in Exhibit A hereto for the yearly rental of \$1.00 for the duration of the original lease term, and the Board may thereafter take and operate, or cause to be operated, the facility and all equipment therein. However, if the termination or interruption of WEDU's operations is caused by some natural catastrophe, mechanical failure, or any other cause not resulting from any willful or negligent act or omission attributable to WEDU, then this lease shall not terminate so long as WEDU shall make diligent efforts to resume its operation within a reasonable time and does in fact resume its operation.

10. The authority of the Commissioner of Education as it relates to programming, operation and administration of WEDU shall be limited to the legislative intent as expressed in Paragraph 2 of Section 1, Chapter 76-280, Laws of Florida. All other matters relating to programming, operation and administration of WEDU shall be reserved to its Board of Directors.

11. At the expiration of the full lease term, the Board will convey the facility to WEDU if it has authority to do so. If the Board lacks the authority to convey the facility, then WEDU has the option to renew this lease, upon the same terms and conditions as set forth herein, for an additional term of twenty (20) years.

IN WITNESS OF THE AGREEMENT entered into the  
aforesaid date:

FLORIDA WEST COAST PUBLIC  
BROADCASTING, INC.

WITNESSES

Blair D. Kirk  
Veronica Goin

By

President

[Signature]

STATE BOARD OF EDUCATION  
STATE OF FLORIDA

Blair D. Kirk  
Louise Raulerson

By

Commissioner of Education

Blair D. Kirk

**APPROVED**  
[Signature]  
MAY 5 1977

Deputy Commissioner  
for Administration

APPROVED BY DEPARTMENT OF GENERAL  
SERVICES, STATE OF FLORIDA

Date 5-4-77

By

Director

[Signature]

proved as to form and  
legality subject only to  
execution by all parties

[Signature]  
A. Barley  
General Counsel  
Department of General Services

Deputy Commissioner  
for Administration

**APPROVED**  
[Signature]  
FEB 15 1977

2/14/77  
APPROVED AS TO FORM, BUT LEGALITY  
SUBJECT TO EXECUTION BY ALL PARTIES  
OFFICE OF THE GENERAL COUNSEL  
FLORIDA BOARD OF EDUCATION

BY:

[Signature]

EXHIBIT A

A tract of land situate in Hillsborough County, Florida, more particularly described as follows:

That part of the Southeast quarter of Section 14, Township 29 South, Range 18 East, more particularly described as follows: Commence at the Southeast corner of said Section 14, run thence North 89 degrees 08 minutes 23 seconds West 229.90 feet, thence North 00 degrees 15 minutes 23 seconds West 24.87 feet, thence North 00 degrees 54 minutes 37 seconds East 100.30 feet, thence North 89 degrees 03 minutes 43 seconds West 103.25 feet, thence North 00 degrees 53 minutes 07 seconds East 716.78 feet to a point of beginning, continue thence North 00 degrees 53 minutes 07 seconds East 220.00 feet, thence South 89 degrees 06 minutes 53 seconds East 291.25 feet, thence South 00 degrees 53 minutes 07 seconds West 220.00 feet to the beginning of a curve concave to the Northwesterly having a radius of 25.00 feet and subtending a chord length of 35.36 feet bearing South 45 degrees 53 minutes 07 seconds West, run thence Southwesterly along said curve, a distance of 39.27 feet through a central angle of 90 degrees 00 minutes 00 seconds to the end of said curve, run thence North 89 degrees 06 minutes 53 seconds West 241.25 feet to the beginning of a curve, concave to the Northeasterly having a radius of 25.00 feet and subtending a chord length of 35.36 feet bearing North 44 degrees 06 minutes 53 seconds West, run thence Northwesterly along said curve, a distance of 39.27 feet through a central angle of 90 degrees 00 minutes 00 seconds to the point of beginning. (Being a part of Block 4 of MUNRO'S & CLEWIS ADDITION TO WEST TAMPA, as per map or plat thereof recorded in Plat Book 1 on page 63 of the Public Records of Hillsborough County, Florida).