

AGREEMENT

This Agreement made this 20th day of December, 1977, between the State Board of Education, herein called the Board, and Community Television, Inc., herein called WJCT;

WHEREAS, the State recognizes the contribution to the welfare of its citizens by public broadcasters of Florida; and

WHEREAS, this contribution has been enhanced by (a) competition by the public broadcasters of Florida with broadcasters throughout the nation in the areas of creativity, research, production systems and techniques, fund raising, and (b) the lack of governmental interference in the areas of programming and personnel matters; and

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 WJCT for public broadcasting facilities; and

WHEREAS, WJCT has a leasehold interest in property in Jacksonville, Florida, under a lease with the City of Jacksonville dated March 3, 1977, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, said property is suitable as a site for a public broadcasting facility; and

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

WHEREAS, WJCT provides broad educational and cultural 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 Lease attached as Exhibit "A" hereto, a public broadcasting facility including offices, studios, appurtenances and other elements, herein called the facility, which will make it possible for WJCT to continue to provide broad educational and cultural services in Florida to people of all ages. The final plans shall be prepared at the direction of the Department of General Services in consultation with WJCT. 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. WJCT subleases to the Board for an annual rental of One Dollar (\$1.00) an adequate portion of the property described in the Lease as a site for the facility, for forty (40) years from the date of final completion of the facility, and its acceptance by the Department of General Services, the location of such site to be mutually agreed on by the parties and more particularly described when the final plans for the facility are complete. WJCT grants the Board the right of reasonable ingress

and egress thereto and therefrom during the term of the sublease and any extension. Upon final completion of the facility, the Board shall, and does hereby lease the facility to WJCT for a term of forty (40) years. The facility shall be and remain characterized as personal property. At the end of the terms of the sublease and lease provided for in this paragraph, the Board shall have the option to extend its sublease for a period of twenty (20) years, in which event WJCT may extend its lease of the facility for twenty (20) years, or to either remove the facility and restore the demised premises to its condition as of the date of this Agreement or abandon the facility to WJCT.

3. In consideration for the use of the facility for the period described above, WJCT 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 WJCT.
- 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 broadcasting and/or communications system or systems as approved, if necessary, and/or permitted by the Federal Communications Commission.

4. WJCT 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. WJCT 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. WJCT 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. WJCT 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. WJCT shall, during the lease term:

a) cause its financial books and records to be audited by a certified public accounting firm and provide the Commissioner of Education with a copy of the annual report and financial statement prepared by such firm promptly after receipt thereof.

b) upon the request of the Commissioner of Education, permit the Auditor General or his designee to inspect its financial books and records; provided such inspection and any report thereon (i) shall in no way relate to the exercise of WJCT inherent authority over programming or otherwise be inconsistent with the recitals set forth above; and (ii) shall not, when consistent with generally accepted accounting principles, comment on fund raising techniques, recruiting practices, program development, management technique, personnel policies, market and program research, pilot programs, donors, amounts of any one donation, or on any other information which is of a confidential nature or which,

if revealed, would damage the competitive position of WJCT among other broadcasters.

9. If WJCT 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 WJCT, be declared bankrupt by voluntary or involuntary proceedings, or voluntarily 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 terminate the lease of the facility to WJCT 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 WJCT'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 WJCT, then this lease shall not terminate so long as WJCT shall make diligent efforts to resume its operation within a reasonable time. The rights of the Board hereunder are in addition to any rights provided by the State or any of its agencies under the lease and not in substitution thereof.

10. The authority of the Commissioner of Education as it relates to programming, operation and administration of

WJCT 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 WJCT shall be reserved to its Board of Directors.

IN WITNESS OF THE AGREEMENT entered into the aforesaid date:

WITNESSES:

COMMUNITY TELEVISION, INC.

Jeanette C. Whelan

By Fred Hill
President

Fred Hill

C. Frank Paulerson

STATE BOARD OF EDUCATION
STATE OF FLORIDA

Kathleen C. Gale

By Ralph O. Tomblin
Commissioner of Education

APPROVED BY DEPARTMENT OF GENERAL SERVICES, STATE OF FLORIDA

Date 12/29/77

By [Signature]
Director

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

BY: Herbert Scher
12/2/77

APPROVED
[Signature]

DEC 22 1977

Deputy Commissioner
for Administration



RALPH D. TURLINGTON
COMMISSIONER

STATE OF FLORIDA
DEPARTMENT OF EDUCATION
TALLAHASSEE 32304

January 5, 1978

Mr. Fred Rebnan
WJCT-TV
Channel 7
2037 Main Street
Jacksonville, FL 32206

Dear Mr. Rebnan:

Inadvertently the contract between the Department of Education and WJCT which was recently forwarded to you was undated. Please substitute the enclosed page one which shows the effective date.

Sincerely yours,

A handwritten signature in cursive script that reads "Martha Ripley".

Martha A. Ripley
Administrative Assistant
Special Programs

MAR/mb

Enclosure

100 Festival Park Avenue
Jacksonville, Florida 32202
Telephone 904-353-7770



Channel Seven
Stereo 90 FM

February 10, 1988

Mr. Eric Smith
Department of Education
State of Florida
Room 110, Knott Building
Tallahassee, Florida 32301

Dear Eric

Enclosed is a check for one dollar (\$1.00) for the annual rental of the public broadcasting facility at 100 Festival Park Avenue, Jacksonville, Florida.

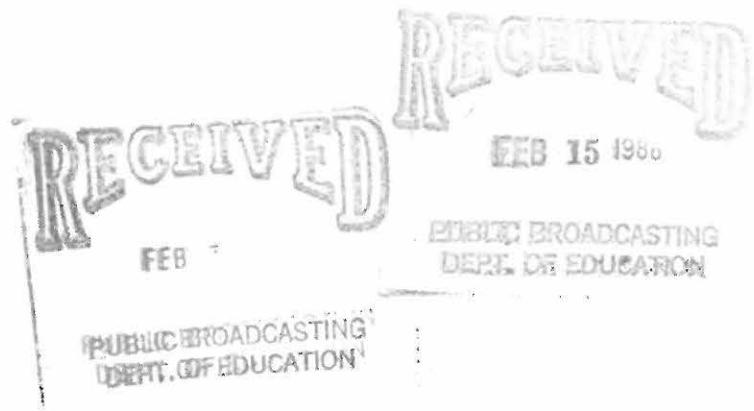
This rent is in accordance with paragraphs 2 and 3 (A) of an Agreement made on December 20, 1977, between the State Board of Education and WJCT, INC. Since the agreement is somewhat vague as to when the rent is due, we shall attempt to pay it on the first of each year in the future.

Sincerely


John E. Jolly
Director of Finance

Enclosure

cc Fred J. Rebman



VENDOR NO. 001662 VENDOR NAME

STATE OF FLORIDA

0016764 0016764

INVOICE DATE	INVOICE NO.	INVOICE AMT.	DISCOUNT	AMOUNT PAID	COMMENTS
11/25/87	112587	1.00	00	1.00 1.00	4-22-1470
DETACH AND RETAIN THIS STATEMENT. THE ATTACHED CHECK IS IN PAYMENT OF ITEM DESCRIBED ABOVE.		TOTALS	00	1.00	?

WJCT, INC.
100 FESTIVAL PARK AVENUE
JACKSONVILLE, FLORIDA 32202

FLORIDA FIRST NATIONAL BANK
OF JACKSONVILLE
Jacksonville, Florida

0016764

63-5
630

CHECK NO. 0016764

DATE 12/01/87

DOLLARS *****1.00

PAY TO THE ORDER EXACTLY *****1 DOLLARS AND 00 CENTS

STATE OF FLORIDA
FLORIDA DEPARTMENT OF
EDUCATION
TALLAHASSEE, FL 32301

John E. Kelly

⑆063000050⑆ 0051223647⑈



File
WJCT
Gen am

March 18, 1888

M E M O R A N D U M

TO: Norman Holley
FROM: Martha Ripley
SUBJECT: Deposit of Funds

Attached is a check in the amount of \$1 made out to the Department of Education. The check is for the annual rental of the public broadcasting facility at 100 Festival Park Avenue, Jacksonville, Florida. Please deposit the funds into General Revenue unallocated.

Thank you for your assistance.

mr

Attachment

cc: E. Smith