

**AGREEMENT BETWEEN SCHOOL BOARD OF SANTA ROSA COUNTY
FLORIDA AND BTO MEDIA, LLC d/b/a BLAB TV**

The School Board of Santa Rosa County, Florida; (the Board) does hereby enter into this agreement with BTO MEDIA, LLC d/b/a BLAB TV, 121 South Palafox Place, Suite D, Pensacola, Florida 32502, Tel. Number: 850.432.8982, to provide /receive certain services upon the following terms and conditions:

ARTICLE 1 - Location and Description of Services

BLAB TV (BLAB) shall provide the following services at no charge to the Board during the term of this agreement:

1. Football Games

- a. BLAB shall be the provider to broadcast via television all featured football contests subject to Florida High School Activities Association (FHSAA) approval and any other District agreements.
- b. BLAB shall broadcast live on BLAB TV, and in its entirety, up to 12 high school football games in 2017 preseason, regular season and playoff District high school football games, subject to FHSAA approval.
 - i. During the game, a mutually agreed-upon person from each school will be interviewed for approximately two minutes.
 - ii. There may be weekly honors for coaches, players, cheerleaders, band members, academic achievement, etc.
- c. Contingent on sufficient sponsorship interest, BLAB will produce and broadcast a one-hour pregame show that will preview the upcoming games that evening, and/or a one-hour postgame show that will highlight that evening's games. BLAB shall retain all sponsorship revenue derived from the television broadcasts.
- d. Each Santa Rosa County school playing in the featured game will receive two-minutes of commercial time to sell to sponsors, boosters, or for a promotional video for the school. BLAB shall solicit all additional advertising to be broadcast during the game and ensure that all advertisers are appropriate for family viewing and are approved by the FHSAA for broadcasting. BLAB shall retain all sponsorship revenue derived from the television broadcasts.
- e. BLAB and the Santa Rosa County School District will work together to broadcast games from Wahoo Stadium when reasonable and feasible.

2. Weekly High School Showcase (Title TBD)

- a. BLAB shall produce and broadcast a thirty-minute, weekly program during the school year to showcase sports, academics, and school activities.
- b. The show will strive to showcase all of the sports offered by the area school system.

- c. BLAB shall hire and compensate the host(s) of the show.
- d. The program will be taped at BLAB studios, and will air 5 times per week, including one airing in prime time. Schools will be encouraged to provide video and editorial content.
- e. BLAB shall retain all sponsorship revenue derived from the television broadcasts.

3. Broadcast Training

- a. During the school year, BLAB will provide one, three-hour training session per month for students interested in learning broadcasting skills.
- b. Instructors will include Eric Ober (former president of CBS News and Food TV), Doug Bunze (Producer, ESPN and NBC Sports Network), Kim Reid (Production and Program Manager-BLAB TV), or members of BLAB's production staff.
- c. Training sessions will include camera operation, editing, producing, writing, on-camera performance, and career discussions.
- d. Students who complete the training program and show core competency in these areas will be encouraged to submit content for the football game coverage and High School Sports Weekly.
- e. When possible, BLAB will use students to fill on and off camera positions on BLAB HS broadcasts.

4. Coverage of Other Activities

It is BLAB TV's intent, when economically feasible, to expand coverage to additional high school sports and activities including, but not limited to:

- a. Other Boys' and Girls' Sports - Baseball, basketball, soccer, tennis, golf, etc.
- b. Performances - Marching band, orchestra, choir, etc.
- c. Academic Competitions - Spelling Bee, science, math, debate, etc.

ARTICLE 2 - Term of the Agreement

The term of this agreement shall begin July 1, 2017. Either party may cancel at the end of each year by notifying the other party at least 30 days prior to the end of each year. Renewal of this Agreement, subject to prior written consent of BLAB, may be entered into by the Superintendent or his designee and BLAB under essentially the same terms from year to year without additional approval by the Board, i.e., the Superintendent is hereby granted such authority by the School Board.

BLAB will independently perform all services specified in this agreement, except as provided herein. This

provision does not apply to secretarial and clerical services needed by BLAB to assist in the performances of this agreement. BLAB will not hire District employees to perform any portion of the work or services provided for herein, including clerical, secretarial, and similar incidental services.

ARTICLE 3— Basis of Payment

Each Santa Rosa County, Florida school featured in an athletic contest shall receive two-minutes of commercial time to sell to sponsors, boosters, or for a promotional video for the school. The featured schools will keep all proceeds from these ad sales.

ARTICLE 4— No Other Payment

Except as provided Article 3, BLAB shall make no other payment and no other monies shall be due under this Agreement.

ARTICLE 5— Assignment

BLAB shall not assign or transfer this agreement or any interest or claim in this agreement without prior written consent of the Board.

ARTICLE 6— Services

Services shall be provided at the featured game of the week. The game site will be determined by BLAB with collaboration from the District. Changes as a result of a game cancellation shall be the responsibility of the District. The Board's point of contact for this project shall be Jason Weeks (Tel. 850-983-5055) Director of High School Education. Services shall be provided as described: broadcast on BLAB TV, of the featured game of the week.

ARTICLE 7— Non-Liability

In no event shall the Board be liable for any claims or liabilities arising from the services furnished by BLAB under this agreement.

ARTICLE 8— BLAB as an Independent Contractor

- A. BLAB shall have sole control over the manner and means of providing the services performed under this agreement. BLAB's relationship to the Board under this agreement shall be that of an Independent Contractor. BLAB will not be considered an agent or employee of the Board for any purpose.
- B. As an Independent Contractor, BLAB is responsible for all taxes incident to payments for services herein, including without limitation, all state and federal income taxes, payroll and other taxes, and Workers' Compensation.
- C. Contractor shall provide all materials necessary for fulfillment of this contract.

ARTICLE 9— Compliance with Laws

BLAB agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. BLAB shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work.

ARTICLE 10— Governing Laws

This agreement is to be governed and construed in accordance with the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this contract shall be solely with the Circuit Courts of Santa Rosa County, Florida. The parties hereby waives venue in any other forum.

ARTICLE 11— Examination of Records

BLAB agrees that the Board, the Comptroller General of the United States of America and/or the Inspector General of the Federal Sponsoring Agency, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to, and the right to examine, any directly pertinent books, papers, and records of BLAB involving transactions related to this agreement until the expiration of five (5) years after final payment under this agreement.

ARTICLE 12— Covenant against Contingent Fees

BLAB warrants that no person or selling agent has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide established commercial or selling agencies maintained by the Independent Contractor for the purposes of securing business. For breach or violation of this warranty, the Board shall have the right to annul this agreement without liability, or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 13— Conflict of Interest

BLAB affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Independent Contractor's family, business, or financial interests and its services under this agreement; and, in event of change in either its private interests or services under this agreements BLAB will raise with the Board any questions regarding possible conflict of interest which may arise as a result of such change.

ARTICLE 14— General Conditions

- A. If services are to be provided when District students are present, or BLAB will have access to District facilities, or BLAB will be working directly with students, the following additional provision is herein incorporated and made a part of this agreement by this reference:

Contractor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes; by certifying that BLAB and all of its employees who provide services on School District property under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This

certification will be provided to the District in advance of BLAB providing any services on campus while students are present. BLAB will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its employees. BLAB will follow the procedures for obtaining employee background screening as outlined on the District Website:

www.santarosa.k12.fl.us

Contractor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Contractor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that Contractor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Contractor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- B. REQUIRED ENCLOSURE: The following document is attached, agreed to, and incorporated by specific reference:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: This form is located at

https://www.sba.gov/sites/default/files/forms/tools_sbf_finasst1624.pdf

and must be signed and returned with the agreement. Agreement will not be accepted if this form is not returned.

- C. This agreement constitutes the full agreement of the parties. Any amendment or modification of this agreement shall not be effective unless in writing and executed by the parties.

Article 15— Risk Management Provisions

Anything in the foregoing Articles to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities! by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of BLAB (including its sub-contractors, officers, agents, and employees) in

the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of BLAB pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of BLAB.

B. REQUIRED INSURANCE:

1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than one million dollars (\$1,000,000) with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by BLAB and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with forty-five (45) days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.

2. If this agreement involves performance by officers, employees, agents or subcontractors of BLAB, BLAB shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of one hundred thousand dollars (\$100,000).

Article 16 - Agreement Addendums Transfer of Broadcast Rights

Acceptance of these terms and conditions is conditioned upon compliance with the attached Exhibit A which is incorporated in the Agreement.

Approval and Effective Date

This agreement shall not be binding until signed by all parties, as appropriate, and shall be effective as of the ____ day of _____, 2017.

The School Board of Santa Rosa County:

Contractor: BTO MEDIA, LLC

Scott Peden, Board Chairman



Doug Bunze, Authorized signatory of BLAB

Date

7/7/2017

Date

ATTESTED:

Tim Wyrosdick, Superintendent of Schools

Date

Contractor shall not commence work until this agreement is signed by both parties.

EXHIBIT A
AGREEMENT ADDENDUM -TRANSFER OF BROADCAST RIGHTS

This ADDENDUM, dated of the 7 day of July, 2017, is made by and between BTO MEDIA, LLC d/b/a BLAB TV (the "Station") and the School Board of Santa Rosa County (the "District"), and amends that certain agreement between the Station and the District. In consideration of the mutual promises and covenants contained herein, the Station and District agree as follows:

1. The District grants to the Station and its affiliated and related entities, licensees, successors and assigns (collectively, the "Station Parties"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, permission to film, record and broadcast by whatever means and on all broadcast platforms and/or electronic mediums as selected by Station Parties in their sole discretion, the high school football game(s) to be played by the District high schools during 2017 (individually, a "Game" and collectively, the "Games"). All physical embodiments of filming and recording the Games shall hereinafter be referred to as the "Materials."
2. The District hereby grants to the Station Parties all rights of every kind in and to the Materials, including, without limitation, the exclusive right to broadcast, modify, sell, syndicate, license, lease, give or use in any way, in perpetuity and in any and all media, now known or hereafter invented, the Materials. The rights granted herein include, without limitation, the right to stream the Games over mobile devices or any other broadcast, mobile, web or electronic medium. The District represents that it has the right to grant the rights granted herein, on its behalf of all participating schools, and no rights fee or any other fees shall be owed by the Station Parties to the District, the high schools or any third party. The Station Parties have the right to use the names and likenesses of the participants in the Games, as well as the names and trademarks of the schools in the District in connection with the distribution and promotion of the Games.
3. The Station will supply on-air broadcast personnel, the production truck, and will be responsible for all transmission. The parties acknowledge and agree that the Station Parties shall have the exclusive right to (1) create commercial breaks and sell commercial spots during the broadcast or streaming of the Games, and (2) sell a sponsorship(s) of the broadcast of the Games. The Station Parties shall retain all revenue from such commercial spots and sponsorship(s).
4. The District shall hold and save the Station harmless against any and all liability resulting from (a) the District not having all necessary rights to grant the rights granted in this Addendum, and (b) the broadcast of any promotional or other material provided by the District.
5. The Station shall not be liable if, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, or for any other cause, including mechanical or electronic breakdowns, beyond the Station's control, there is an interruption or failure of the broadcast of any Game. The Station shall also have the right to preempt the broadcast of any Game(s) to air any programming that it deems, in its sole discretion, to be of public significance.
6. This Addendum takes precedence over anything to the contrary contained in the agreement and it may not be changed except by a writing signed by authorized representatives of both parties.