



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent


www.pasco.k12.fl.us

Department of Purchasing
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March 1, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Televising Athletic Events
Bright House Networks, LLC and the Athletic Programs and Facilities
Department

The attached contract is for the telecasting of all regular season, post season, and All-Star games and sporting events in which the District School Board of Pasco County high schools may participate (boys and girls). The term of this contract will run from 2011 – 2016 school years renewable annually by mutual agreement. The contract has been reviewed and approved by Nancy Alfonso, School Board Attorney.

Should you have any questions regarding this matter, please contact Phil Bell. If you have any purchasing related questions regarding this agreement, please contact me.

KDG/amj

Attachments (1 original)



RECEIVED

2/9/11 Dan

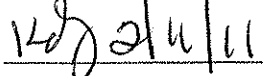
Cable Television License Agreement

This memorandum of Agreement dated January 11, 2011 is made between Bright House Networks, LLC with offices at 7901 66th Street North, Pinellas Park, FL 33781 ("BHN") and the District School Board of Pasco County with offices at 7227 Land O' Lakes Boulevard, Land O' Lakes, FL 34638 ("DSBPC").

1. Grant: DSBPC hereby authorizes and licenses BHN to produce and distribute live all regular season, post season and All-Star games and sporting events in which DSBPC High Schools may participate (boys and girls).
2. Minimum Commitment: BHN agrees to produce and distribute at least four games during each school year on Bright House Sports Network, its local sports channel, and/or other local channel(s) programmed by BHN. All production and distribution costs will be borne by BHN. All telecasts will be shown live and/or on tape-delayed basis with the initial telecast to occur within twenty four (24) hours of the game's conclusion. Each game will be telecast at least twice. In addition, BHN may telecast games on a video-on-demand basis and via streaming or other on-line distribution means, at its discretion. BHN will be the holder of the copyright to each production.
3. Promotion: BHN will produce tune-in commercials promoting the telecast of the games to air a minimum of forty (40) times on Bright House Sports Network or other local channels each week a game is telecast. BHN may also, in its discretion, promote the telecast of games on its website and in print and/or radio advertisements.
4. Term of Agreement: 2011 - 2016 school years (i.e. ending June 30, 2016). Renewably annually by mutual agreement.
5. Consideration: BHN will pay on or about March 1 of each year to DSBPC:

September 2011 = \$18,000.00
 September 2012 = \$19,000.00
 September 2013 = \$20,000.00
 September 2014 = \$21,000.00
 September 2015 = \$22,000.00

In addition to annual rights fees, BHN will pay \$500 per game to the home school for each game that is telecast.

CONTRACT REVIEWED
 AND APPROVED:




6. Insurance: BHN will carry commercial liability insurance in order to protect DSBPC against any claims for personal injury or damage to property caused by BHN or its employees while on DSBPC property.

Bright House Networks, LLC, hereby agrees to indemnify and save harmless the contracting party and the contracting party's representative, successors, and assigns from and against any and all costs, damages, losses, demands, claims, actions and causes of actions whatsoever arising from or connected with the engagement to the same which do not arise from act or omissions within the reasonable control of the contracting party.

Vendors conducting business, with the District School Board of Pasco County, who will (1) be at the school when students are present, or (2) have direct contact with students, or (3) have access to or control of school funds must be Level 2 fingerprinted by Human Resources. If any of the above applies to this contract, you must have those individuals Level 2 fingerprinted and screened by the Districts Human Resource Department prior to commencement of services or work.

7. Authorization: DSBPC confirms that it has the right to enter into this Agreement and provide the production, distribution and other rights provided herein without the consent or permission of any other person.
8. Exclusivity: DSBPC agrees that BHN shall have the exclusive right to telecast the games via any means or medium including on line video streaming and DSBPC will not authorize or permit any other cable, satellite, cable network, television station, on line provider or website, or other distributor or media outlet to produce or distribute any games via any means or medium including on line video streaming (whether or not any such game is produced and telecast by BHN) including but not limited to Verizon (Fios), Knology, DirecTV, EchoStar (Dish Networks), AT&T, Sun Sports or FSN Florida (each a "Restricted Party"), excluding only:
- (i) national coverage opportunities for a limited number of premiere games that may be afforded on the ESPN cable channels, or
 - (ii) state championship games on the Sun Sports cable channel, or
 - (iii) highlight clips not to exceed sixty seconds per game (up to three minutes for championship games) by local broadcast stations as part of their regular news or sports coverage provided such outlets will be required to use BHN provided highlights (with credit to BHN or Bright House Sports Network as directed by BHN).

CONTRACT REVIEWED
AND APPROVED:
[Signature]

In addition, DSBPC will not permit any Restricted Party from being a sponsor of, nor have any signage at, any games.

9. Cooperation of the District: DSBPC will ensure that each school provides suitable space for BHN mobile production facilities and announcers, and signage at all game venues. DSBPC shall also ensure that participating schools make announcements of BHN (or Bright House Sports Network) coverage in schools prior to games and during game announcements, and otherwise as may be reasonable requested by BHN.

10. Renewal: DSBPC will provide an exclusive negotiation window to BHN to renew or extend the rights granted hereunder (for an additional minimum period of three years) during the period February 1, 2016 – March 31, 2016 and DSBPC will not negotiate with any other party prior or during such period. If no agreement is reached within such period, BHN will thereafter have a right of refusal to match the terms that any other party may offer DSBPC for such rights prior to DSBPC acceptance.

Agreed and accepted:

Bright House Networks, LLC

By: _____

Name: _____

Title: _____

Date: _____

The District School Board
of Pasco County, Florida

By: _____

Name: _____

Title: _____

Date: _____

