



FLOYD COUNTY BOARD OF EDUCATION
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William Newsome, Jr., Board Chair - District 3
Linda C. Gearheart, Vice-Chair - District 1
Dr. Chandra Varia, Member - District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Consent Agenda Item (Action Item): Consider/the contract between Western Kentucky University (WKU) and the Floyd County Board of Education to install a Mesonet on school board property at Central Office located at 442 KY RT 550, Eastern, Ky. 41622

Applicable State or Regulations: Board Policy 01.11 General Powers and Duties of the Board.

History/Background: A mesonet is a vital environmental monitoring station that transmits real-time weather data to Western Kentucky University for analysis. The Kentucky Mesonet Project operates a comprehensive website that provides current weather conditions for every Kentucky County except Floyd County. As the only county without a mesonet and with the Central Office of the Floyd County Board of Education strategically situated in our community, we are committed to moving forward with the installation of a mesonet. This initiative will fill a significant gap in our county's weather monitoring and offer our high school students an invaluable educational opportunity. Western Kentucky University is generously providing one hour of college credit to participating students at no cost. We are confident that this will enhance our community and our students' future prospects.

Fiscal/Budgetary Impact: None

History/Background: Recommended Action: Approve as presented

Contact Person(s): Ted George


Director


Superintendent

Date: March 11, 2025

**SITE LICENSE AGREEMENT (SLA)
FOR THE INSTALLATION AND OPERATION OF A
KENTUCKY MESONET STATION**

THIS AGREEMENT, effective as of **Month Day, Year**, is by and between the **Name of Property Owner**, ("Licensor") and Western Kentucky University ("Licensee").

WHEREAS Licensee desires to install and operate a Kentucky Mesonet (Mesonet) environmental monitoring station on Licensor's property (the "Site") at:

City, County, Kentucky, Zipcode
##.#####° N, ##.#####° W, ##### ft. MSL

WHEREAS, Licensor is willing to permit, to the extent that it may do so lawfully, the installation of such Mesonet station at the Site for use by Licensee solely for non-commercial operations and in a manner that will maintain the integrity of the Site, under the following terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. Grant of License.

Licensor hereby grants to Licensee a revocable license, at no charge, to install a Mesonet meteorological station on the Site. Licensor agrees to permit the use of, together with the right of ingress and egress to, a small parcel of land (approximately 30 feet by 30 feet) on the Site, for installation of the Mesonet station. The design, installation and operation of the Mesonet station shall be performed in such a manner as to provide unqualified assurance that the Mesonet station will in no way cause or constitute interference with Licensor's activities.

2. Terms and Conditions of License.

This license and the permission granted hereunder to conduct the activities described in Paragraph 1 hereof shall be effective as of the date stated above and shall continue in effect until this Agreement is terminated in writing by either party upon one hundred, eighty (180) days prior written notice to the other party.

The Licensee plans to operate this Mesonet station indefinitely, with the explicit goal to collect data for 30+ consecutive years. The Licensor recognizes the value of site continuity and in maintaining the integrity of the location for data collection. The Licensee agrees to remove all University equipment within one hundred, eighty (180) days if so requested, in writing, by Licensor or when the installation is no longer required by the Licensee.

Licensee agrees to give Licensor sufficient prior notice each time that Licensee or its contractor performs installation or other work on the Mesonet station to allow Licensor to be present, if it so elects, during such work. Provided, however, that Licensee expressly

recognizes and agrees that Licensor shall have no liability to Licensee or anyone in connection with or arising from Licensee's installation and maintenance of the station.

In addition, in recognition of the fact that Licensee is a guest on real property, Licensee agrees to fully comply with the policies, procedures, and practices established by Licensor with regard to personnel access and activities while on Licensor's premises. This includes assuring all Licensee personnel requiring access to the Site are properly trained in relevant safety procedures.

Licensor acknowledges that site preparation may require clearing of trees (typically not requested) and excavation (typically limited to the tower and rain gauge concrete foundations) of the land in the immediate vicinity of the Mesonet station (i.e., 30' x 30' parcel of land). It may also require the erection of security fencing (to be defined by the Licensor and Licensee depending on the site situation). No such clearing of trees or excavation will be done without prior approval from the Licensor and will be discussed during the Site Survey visit.

It is anticipated that Licensee's installation and operation of the Mesonet station will require access to the Site for a three-day equipment installation period and four one-day service visits annually thereafter. Also, in the event of equipment malfunction or damage, brief access will be required for emergency maintenance. For the purpose of such emergency maintenance, Licensor will provide Licensee prompt (within 24 hours) access to its property.

Licensor and Licensee recognize the importance of maintaining Site integrity for among other things, to permit Licensor's future use of the Site and minimize potential impacts from long-term land use and land cover changes on the climate record at the Mesonet Site, such as irrigation and tilling of the land near the site, typically within 100 meters. Towards that end, Licensor will report to Licensee within 24 hours any damage to the Mesonet station, which Licensor observes. In addition, as a condition of Licensor's granting of this License Agreement, Licensee authorizes Licensor to maintain the integrity of the Mesonet station Site, including mowing vegetation, where such site maintenance is part of the normal operations of the Licensor.

3. Licensee's Operations.

The Licensee will be responsible for the negligent acts or omissions of its employees as a result of the Mesonet station being installed and operated on Licensor's site pursuant to the Kentucky Board of Claims Act.

4. No Third Party Beneficiary.

This Agreement is intended to be solely for the benefit of parties hereto and is not intended to be for the benefit of any third party.

5. Default.

In the event of the breach of any term or condition of this Agreement, in addition to its other remedies available under this Agreement or by law, Licensor may cancel this Agreement upon thirty (30) days written notice to Licensee.

6. Removal of Equipment.

In the event this agreement is terminated or canceled for any reason, Licensee shall promptly remove or have removed its equipment and shall leave the area in as good condition as existed at the time the equipment was installed, save the removal of trees and excavation of land.

7. No Assignment or Subletting.

Licensee shall not assign, transfer, or sublet any right or privilege hereby granted without the prior written consent of Licensor.

8. No Waiver.

The failure of Licensor to enforce or insist upon compliance with any of the terms and conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

9. Waiver of Compensation

Licensor affirms that, in consideration of Licensee's acceptance of Licensor's performance of the services mentioned in the final paragraph of Section 2 of this Agreement, Licensor will not expect nor demand compensation for those services.

10. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with regard to the license to install and maintain the Mesonet station and supersedes all previous and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may only be amended or modified in writing signed by both parties.

11. Survival.

It is the express intention and agreement of the parties hereto that all covenants, agreements, statements, representations, and warranties made in this Agreement shall survive the execution and delivery of this Agreement.

12. Partial Invalidity.

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegal or unenforceable provision shall be deemed deleted and the remaining provisions shall continue in full force and effect, provided that the performance, rights, and obligations of the parties under this Agreement are not materially adversely affected by such deletion.

13. Agreement Subject to Kentucky law.

Licensee's liability to Licensor or to any third party for damage, injury, or loss arising from Licensee's activities under this license and installation or maintenance of the Mesonet station shall be subject to applicable Kentucky law. Execution of this Agreement in no way constitutes an obligation of funds by Licensee.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed this Agreement as of the data stated above.

(Signatures)

FOR: (fill in Licensor/Host Activity Name) FOR: Western Kentucky University

Title: _____ Title: _____

Date: _____ Date: _____

NOTE: ALL SIGNATURES MUST APPEAR ON A SINGLE (THE SAME) PAGE.