



Alternate Payee Agreement
Fiscal Year 2021

By this Alternate Payee Agreement (Agreement), entered into and effective this **26th day of October, 2020** by the **Corporation for Public Broadcasting (CPB)**, **Oklahoma Educational Television Authority** (Licensee), and **Friends of OETA, Inc.** (Alternate Payee), for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantee. Grantee owns a network of full-power, noncommercial educational television stations under the call letters: **KOET-DT, KOED-DT, KWET-DT and KETA-TV** in Oklahoma which are licensed to Grantee by the Federal Communications Commission.
2. Eligibility. Grantee is eligible to receive funding from CPB for one or more of the following CPB funded programs for fiscal year 2021 which begins October 1, 2020 (collectively "CPB Programs").
 - A. FY 2021 Television Community Service Grant;
 - B. Television Interconnection Grant;
 - C. Television Distance Service Grant;
 - D. Television Universal Service Support Grant;
3. Alternate Payee. Grantee and Alternate Payee request that CPB tender any amounts which Grantee is entitled to receive from CPB for any CPB Program to Alternate Payee instead of Grantee.
4. Grantee's Representations and Warranties. Grantee does hereby represent and warrant the following:
 - A. That Grantee is governed by the Oklahoma Educational Television Authority Board of Trustees.
 - B. That a resolution, motion, or similar action has been adopted, passed, or taken by Grantee's governing body authorizing it to enter into this Agreement.
 - C. That Grantee entered into an agreement with Alternate Payee which provides that Alternate Payee will receive, hold, and administer all CPB Program funds due Grantee.
 - D. That Grantee has reviewed and understands the terms in each agreement governing the CPB Programs and agrees to be bound by and comply with the same. Further, that Grantee is and will remain compliant with the Communications Act (47 U.S.C. 396, et seq.), the 2021 Television Community Service Grants General Provisions and Eligibility Criteria and the Television Community Service Grant Agreement and Certification of Eligibility for 2021.
5. Alternate Payee's Representations and Warranties. Alternate Payee does hereby represent and warrant as follows:
 - A. That Alternate Payee is tax exempt pursuant to §501(c)(3) of the Internal Revenue Code (the "Code") as described in §509(a)(3) of the Code and further classified as a Type I Supporting Organization. As a Type I supporting Organization, Alternate Payee will be controlled by Licensee, an Oklahoma organization organized under the laws of the state of Oklahoma that validly exists, in good standing, and has full authority to perform the obligations described herein.

- B. That a resolution, motion, or similar action has been adopted, passed, or taken by Alternate Payee’s governing body authorizing it to enter into this Agreement.
 - C. That Alternate Payee is controlled by the Oklahoma Educational Television Authority.
 - D. That Alternate Payee entered into an agreement with Grantee which provides that Alternate Payee will receive, hold, and administer all CPB Program funds due Grantee.
 - E. That Alternate Payee shall disburse all CPB Program funds it receives on Grantee’s behalf, in accordance with the terms of the agreements governing those Programs, and solely for the benefit of Grantee.
6. **Governing Law.** Unless otherwise prohibited by law, this Agreement shall be construed in accordance with the laws of the District of Columbia. Notwithstanding the jurisdiction of any other court, Grantee and Alternate Payee expressly submit and consent in advance to the jurisdiction of the Superior Court of the District of Columbia and the U.S. District Court for the District of Columbia for all claims or disputes pertaining directly or indirectly to this Agreement. Grantee and Alternate Payee further agree that in any action or proceeding commenced in any court in the District of Columbia, Grantee and Alternate Payee shall be deemed to have been duly served with process of such court when process is delivered to Grantee personally or by certified or registered mail (return receipt requested) within or outside the District of Columbia.
 7. **Entire Agreement.** This represents the entire agreement of the parties and supersedes any prior agreements, oral or written.
 8. **Amendments.** Any amendment to this Agreement must be in writing and signed by each party.

In witness whereof, the parties have executed this Agreement through their duly authorized representatives, effective as of the date set forth above.

Corporation for Public Broadcasting

 Katherine E. Arno
 Vice President, CSG & Station Initiatives

 Date

Oklahoma Educational Television Authority

 Polly Anderson
 Executive Director, General Manager

 Date

Oklahoma Educational Television Authority

 Joy Hofmeister, Superintendent

 Date

Friends of OETA, Inc.

 Dr. Robert Spinks, Board President

 Date