



Resolution of the Board of Directors, #OETA-4-23-2019

Oklahoma Educational Television Authority (OETA)

<p>PRESENT & VOTING IN FAVOR OF PASSAGE: King, Stroud, Hofmeister, Beck, Cornett, Gallogly, Hargis, Inman, Johnson, Lair, and Rice</p>

WHEREAS, Provision 6 of the Resolution unanimously enacted by the OETA Board of Directors in its public meeting on 29-May-2018 authorized the OETA Executive Committee “to take all necessary and lawful actions towards ensuring OETA's continued ability to make full and proper use of the options granted it under the laws of the State of Oklahoma (1982 Okla. Sess. Laws 607, SB 454),” and

WHEREAS, Provision 7 of the Resolution unanimously enacted by the OETA Board of Directors in its public meeting on 8-January-2019 granted the Chair of the OETA Board of Directors “the full and necessary authority to facilitate OETA’s ability to engage, for both near and long-term cooperation, with a new charitable foundation as authorized under 1982 Okla. Sess. Laws 607, SB 454,” and

WHEREAS, the OETA Executive Committee incorporated Friends Of OETA, Inc. (“Friends”) on 13-November-2018 pursuant to the authorization granted it by the OETA Board of Directors on 29-May-2018, and

WHEREAS, 1982 Okla. Sess. Laws 607, SB 454, states:

It is the intent of the Oklahoma Legislature that the Oklahoma Educational Television Authority seek ways to encourage contributions by private individuals, companies, foundations, corporations and others in the private and public sectors by cooperating with a public, nonprofit foundation. Such foundation would operate for the exclusive purpose of receiving, investing and expending privately donated nonstate appropriated funds for educational and eleemosynary purposes related to the support, promotion, development and growth of educational and public broadcasting in Oklahoma. The Oklahoma Educational Television Authority shall make a full report annually on the activities of the nonprofit foundation to the Governor and the Legislature.

and,

WHEREAS, OETA desires to avail itself of the authorization granted under 1982 Okla. Sess. Laws 607, SB 454 and to partner with Friends.

THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE OKLAHOMA EDUCATIONAL TELEVISION AUTHORITY (OETA):

1. THAT, all incorporating actions, legal filings, and governance activities relative to Friends taken by the OETA Board of Directors, the OETA Executive Committee, and OETA staff are considered ratified pursuant to 1982 Okla. Sess. Laws 607, SB 454 as well as the OETA Resolutions of 29-May-2018 and 8-January-2019.
2. THAT, the following individuals shall be authorized to serve on the governing Board of Friends for the terms of office delineated:
 - a. Glenn Coffee, 23-April-2019 to 23-April-2020
 - b. Jennifer Eve, 23-April-2019 to 23-April-2020
 - c. Kenneth Fergeson, 23-April-2019 to 23-April-2021
 - d. Sharon Neuwald, 23-April-2019 to 23-April-2022
 - e. Robert Spinks, 23-April-2019 to 23-April-2021
3. THAT, Joy Hofmeister shall serve as the representative of the OETA Board of Directors to the governing Board of Friends for Oklahoma Fiscal Year 2020; and,
4. THAT, the attached Agreement between OETA and Friends shall be considered adopted by OETA and submitted to the governing Board of Friends for review and adoption.

On behalf of the Board of Directors of the Oklahoma Educational Television Authority (OETA):



Garrett T. King, M. Ed.

Chair

23-April-2019

AGREEMENT
BETWEEN
OKLAHOMA EDUCATIONAL TELEVISION AUTHORITY
AND
FRIENDS OF OETA, INC.

THIS Agreement, enacted into this 23rd Day of APRIL, 2019, memorializes the general parameters of the relationship that exists between the Oklahoma Educational Television Authority (hereinafter referred to as “OETA”) and Friends Of OETA, Inc. (hereinafter referred to as “Friends”), collectively known as the Parties.

RECITALS

1. Whereas, pursuant to Title 70 O.S., 23-101, the Oklahoma Legislature stated its intent and purpose to make educational television services available to all Oklahoma citizens on a coordinated statewide basis under the direction and supervision of OETA: and,
2. Whereas, on 29-May-2018 OETA Board of Directors unanimously authorized the OETA Executive Committee via resolution to *“take all necessary and lawful actions towards ensuring OETA's continued ability to make full and proper use of the options granted it under the laws of the State of Oklahoma”* specifically referencing 1982 Okla. Sess. Laws 607, SB 454, which authorized OETA to raise private support by cooperating with the charitable foundation of its choosing: and,
3. Whereas, Friends is a non-profit organization and was incorporated to raise funds and support the activities and programs of OETA by receiving, investing, managing, and expending non-state-appropriated funds and properties on 13-November-2018 by the OETA Executive Committee pursuant to the authorization granted in the 29-May-2018 Resolution: and,
4. Whereas, Friends’s application for tax-exempt status is pending from the Internal Revenue Service (IRS) pursuant to §501(c)(3): and,
5. Whereas, on 8-January-2018 the OETA Board of Directors voted unanimously via resolution to select a new cooperating charitable foundation as permitted under 1982 Okla. Sess. Laws 607, SB 454 and directed that the Chair of OETA Board of Directors *“shall have the full and necessary authority to carry out the terms of [the] Resolution and is hereby authorized to execute or sign any documentation or perform such acts necessary to effectuate [the] Resolution.”* and,

6. Whereas, on 8-January-2019 OETA Board of Directors unanimously authorized the Chair of OETA Board of Directors via resolution to “*facilitate OETA’s ability to engage, for both near and long-term cooperation, with a new charitable foundation as authorized under 1982 Okla. Sess. Laws 607, SB 454:*” and,
7. Whereas, the Board of Directors of OETA desires to memorialize and document governance facilitating OETA’s engagement with a new cooperating charitable foundation pursuant to 1982 Okla. Sess. Laws 607, SB 454 as well as the OETA Resolutions of 29-May-2018 and 8-January-2019.

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

1. **Friends Objectives.** The main objectives of the Friends shall include the following:

- Serve as a funding resource and depository for private donations made to the Friends, while providing a pathway for the use of such donations for the benefit of OETA;
- Coordinate fund raising projects with OETA that promote and further the interests of OETA;
- Manage activities, transactions, projects and programs that benefit OETA’s Mission;
- Provide available Friends support and assistance to OETA as reasonably requested;
- Manage investment accounts and endowments to benefit OETA; and
- Subject to available funding, retain outside consultants/professionals as necessary to meet the stated objectives of the Friends and/or OETA.

2. **OETA Objectives.** The main objectives of OETA shall include the following:

- Coordinate fundraising activities and events with the Friends;
- Subject to adequate compensation, provide sufficient OETA staff as needed or requested to help the Friends meet its objectives;
- Designate a liaison person from OETA staff to facilitate administration of projects

and communication between the parties;

- Compile a list of OETA activities, transactions, projects and programs that would benefit from funding or assistance by the Friends;
- Coordinate and communicate with the OETA Board of Directors on Friends matters;
- Secure approval from the OETA Board of Directors when necessary to further the objectives of the parties; and,
- Subject to adequate compensation, provide office space and use of building facilities, including office equipment and supplies for the Friends's meetings and activities as needed or requested.

3. **Compensation for Services.** The OETA shall be compensated for any services provided by OETA to the Friends, including the use of office/building facilities and/or personnel. Such compensation paid by the Friends, at its sole discretion, may take the form of direct payment(s) or the value of monetary donations and/or services provided by the Friends to OETA. The OETA shall keep appropriate record of the value of services provided by OETA to the Friends and the receipt of monetary donations or services in kind provided by the Friends to OETA. Such information shall be furnished by OETA to the Friends on an annual basis and/or upon request.

4. **Limited Use and Access.** Recognizing some of the activities, transactions, projects and programs conducted by the Friends for the benefit of OETA may take place on OETA owned, leased or managed properties, OETA hereby grants the Friends, including its Directors, staff, agents, contractors or representatives, a limited license for the use of and access to said properties for the purpose of conducting and completing any activities, transactions, projects or programs that benefit OETA. The Friends will coordinate with and give notice to OETA in advance of any expected use of and access to OETA property for any particular activity of the Friends. In the event OETA does not possess an ownership interest in the subject property, or authority to grant the use and access license to the Friends, said license is subject to the approval and/or consent of the owner of the property.

5. **List of Projects.** The Executive Director of OETA shall at a minimum annually develop and submit a list of projects to the Friends in order of priority that are requested by

OETA for funding and/or assistance by the Friends. The list shall include the desired dates of commencement and completion for each project. It is anticipated the list will be furnished to the Friends prior to the beginning of the next fiscal year of OETA. In addition to the projects listed on the annual list, nothing herein shall prevent OETA and Friends from jointly developing a number of projects during the fiscal year that are not included on said list and were not contemplated at the time of preparing the annual project list. Thereafter, the Friends shall consider the projects on the list or the jointly developed projects and notify OETA which, if any, projects cannot be performed due to lack of funding.

6. **Use of Intellectual Property, Promotions.** The OETA and Friends hereby authorize each other the respective use of any Friends or OETA trademarks, logos or other intellectual property in connection with activities, transactions, projects, and programs, including advertisements or promotional materials, benefiting the Friends and/or OETA or their respective objectives. In connection with said use, the parties recognize and understand each party has sole ownership of their respective trademarks, logos or other intellectual property and shall give prior notice of the manner and method of said use, with the opportunity for the other party to consider and make any changes to OETA's or Friends's use thereof. The parties shall work together in developing advertisements, notices, flyers, brochures, press releases or other materials promoting the activities, transactions, projects, and programs of the Friends and/or those of OETA that involve or reference the Friends.

7. **Independent Entities.** The parties acknowledge and understand the Friends and OETA are separate independent legal entities and shall make best efforts to distinguish in all promotional and advertising communications the distinction between the Friends and OETA. The parties are not agents, partners, joint venture participants or otherwise responsible for the acts, omissions or conduct of the other party.

8. **Term and Termination.** This Agreement shall be in full force and effect upon execution hereof by the parties as of the date referenced above. Unless sooner terminated as provided herein, the term of this Agreement shall be for a period of one year and shall automatically renew each year thereafter, unless determined otherwise by either party with notice to the other party at least thirty (30) days prior to end of the annual term. OETA and Friends will ensure a joint committee will review the contract annually. Notwithstanding the foregoing, either

party may terminate this Agreement for a material breach or other good cause at any time upon ten (10) days advance notice to the other party. Should this Agreement be terminated by either party, Friends will cease the use of the name “OETA”, OETA website, and social media designed to raise funds on behalf of OETA. Furthermore, should this Agreement be terminated, Friends shall transfer all funds and assets held for the benefit of OETA to another charity on the date and as determined by OETA.

9. **No Assignment.** The parties shall not assign or transfer any interest or obligation in this Agreement nor grant any interest, privilege, use or license whatsoever in connection with this Agreement, without the prior written consent of the other party. This Agreement shall extend to and be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties.

10. **Controlling Law and Venue.** This Agreement is made and shall be interpreted and construed under and in accordance with the laws of the State of Oklahoma; and venue shall be in Oklahoma County, Oklahoma for any legal action hereunder. A determination that any provision of this Agreement is invalid or unenforceable shall not affect the balance of this Agreement, which shall remain in full force and effect.

11. **Compliance.** The parties shall comply with all applicable accounting and record keeping standards and shall timely provide each other with such information, records or reports reasonably requested by the other party in connection their respective objectives and responsibilities referenced in this Agreement and to in order to comply with and fulfill any governmental reporting requirements.

12. **Notices.** Any notice by one party to the other as required by this Agreement shall be made in writing and delivered by certified mail, postage prepaid or by hand delivery to the respective persons and addresses set forth below:

OETA: Oklahoma Educational Television Authority

Attn: Executive Director
7403 North Kelley Avenue
Oklahoma City, OK 73111

Friends: Friends of OETA
Attn: President
7403 North Kelley Avenue

Oklahoma City, OK 73111

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter covered herein and there are no agreements or understandings between the parties other than those set forth herein. This Agreement may not be modified or amended except in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.