

JUAN OZUNA

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KDNA-FM

Fiscal Year 2016 Radio Community Service Grant Agreement and Certification of Eligibility

[Radio CSG Agreement](#)For inquiries, please send an email to csg@cpb.org.

By this agreement (the Agreement), dated October 1, 2015, by and between the Corporation for Public Broadcasting (CPB) and the Licensee and Grantee named in Section I below (collectively the Grantee), CPB and Grantee, in consideration of the mutual covenants herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, hereby agree as follows:

I. Licensee/Grantee Information

ID	1653
Grantee Name	KDNA-FM
City	Granger
State	WA
Licensee Name	Northwest Communities' Education Center
Licensee Type	Community

II. Grant Offer, Acceptance and Conditions

- A. **Grant Offer and Acceptance:** CPB offers and Grantee accepts the grants (Grant(s)) set forth in Section III below, subject to all of the terms and conditions herein. CPB has calculated and offered the Grants in reliance and contingent upon the accuracy of the following:
- The representations and warranties made by the Grantee to qualify for and receive the following Grants:
 - FY 2016 Radio Community Service Grant (CSG); and
 - FY 2016 Radio Rural Support Grant (RSG);
 - Grantee's Fiscal Year (FY) 2014 financial report.
- B. **Conditions:** In addition to the terms and conditions stated herein, this Agreement includes and the Grantee must fully comply with CPB's Radio Community Service Grant General Provisions and Eligibility Criteria ([General Provisions](#)), the certification requirements set forth in the Communications Act of 1934, 47 U.S.C. § 396, et seq. ([Certifications](#)) and the Financial Reporting Guidelines ([Guidelines](#)). All of these documents also appear at cpb.org/stations and are incorporated herein by reference as if fully set forth herein.
- C. **Grant Adjustments:** The Grantee acknowledges that the only source of funding for the Grants is the appropriation to CPB by the United States Congress, and that the Grants are, therefore, contingent upon CPB receiving its FY 2016 federal appropriation in the amount of **\$444,061,940**. In the event reductions occur in the amount of that appropriation, by rescission or otherwise, before or after Grant funds are paid to the Grantee, the Grants shall automatically be reduced by a proportional amount. CPB will notify Grantee of the amount of any such reduction, and Grantee agrees to promptly return the amount to CPB. If feasible, CPB may, at its sole discretion, elect to recover all or part of such funds by

reducing future payments that may be due the Grantee under any other CPB grant program. The Grantee hereby agrees to any adjustments to its Grants as determined solely by CPB.

- D. **Indemnification by Grantee:** Unless the Grantee is a state agency prohibited by applicable state law from providing indemnification, Grantee agrees to indemnify and hold harmless CPB, its directors, officers, agents, and employees, from and against any and all liabilities (including attorneys' fees) arising out of Grantee's use of the Grant(s), and any breach by Grantee of any term of the Agreement, or the General Provisions.
- E. **Representations and Warranties:** Grantee represents and warrants:
 1. That the information Grantee provided in this Agreement is true and accurate;
 2. That Grantee understands that using false information to obtain the Grants may subject the Grantee to penalties under the Federal False Claims Act, 31 U.S.C. §§3729-3733;
 3. That Grantee shall promptly notify CPB, at csg@cpb.org, of its failure to comply with any of the requirements set forth in this Agreement and in the General Provisions, and of any changes to or inaccuracies in its Certification of Eligibility, as set forth in Section IV, below;
 4. That Grantee shall comply with all of the terms and conditions herein and in the General Provisions; and
 5. That all funds Grantee received pursuant to the FY 2014 Radio Community Service Grant General Provisions and Eligibility Criteria were expended during the period beginning October 1, 2013 and ending September 30, 2015; and, if not, the balance of unexpended funds shall be returned to CPB no later than November 1, 2015.

III. Grant Amounts and Spending Period

- A. **Grant Amounts:** Below are the Grants and their amounts awarded by CPB to Grantee for all of Grantee's radio stations. Grantee must expend the Grants during the period set forth below.

CSG Level: C Spending Period: 10/01/2015 - 09/30/2017

Grant	CSG	RSG
Final Amount	\$142,838	\$36,576

Note: The CSG offered includes a Rural Support Grant of \$36,576. Please note that the addition of this bonus changes the percentage allocations of the restricted and unrestricted portions of the CSG as shown in the section below.

Radio CSG Amount (UnRestricted):	\$142,376	Percent:	79.36%
Radio CSG Amount (Restricted):	\$37,038	Percent:	20.64%
Radio CSG Amount Total:	\$179,414	Percent:	100%

- B. **Grant Payee:** Grantee will receive the Grant payment unless Grantee and CPB agree to an alternate payee in writing.
- C. **Grantee's Financial Institution and Address:**

Mail check to:
 Northwest Communities' Education Center
 P.O. Box 800,
 Granger, WA 98932

IV. Certification of Eligibility

Grantee certifies that it currently meets each of the following criteria by clicking "Yes" below.

For any of the criteria below that Grantee does not meet but has been granted an explicit written waiver by CPB, Grantee should click "Yes" and reference the waiver in a comment. The comment may be entered by clicking on the dialogue balloon icon at the right of the statement. When complete, click the "Save" button near the bottom of each screen BEFORE clicking any other button, or the information will be lost.

Yes No Question

- A. Grantee complies with the General Provisions.

- | Yes | No | Question |
|----------------------------------|--|--|
| <input checked="" type="radio"/> | <input type="radio"/> | |
| B. | <input checked="" type="radio"/> <input type="radio"/> | Grantee complies with the open and closed meetings requirements of the Communications Act of 1934, as amended (Act), 47 U.S.C. § 396(k)(4). |
| C. | <input checked="" type="radio"/> <input type="radio"/> | Grantee complies with the open financial records requirements of the Act, 47 U.S.C. § 396(k)(5). |
| D. | <input checked="" type="radio"/> <input type="radio"/> | Grantee complies with, unless exempted from, the community advisory board requirements of the Act, 47 U.S.C. § 396(k)(8). |
| E. | <input checked="" type="radio"/> <input type="radio"/> | Grantee certifies that it complies with the FCC Regulations concerning Equal Employment Opportunity in accordance with the Act, 47 U.S.C. § 396(k)(11), and makes its CPB Employment Statistical Report available for review by the public at its main office and any other location with six or more employees. |
| F. | <input checked="" type="radio"/> <input type="radio"/> | Grantee complies with the donor list and political activity requirements of the Act, 47 U.S.C. § 396(k)(12). |
| G. | <input checked="" type="radio"/> <input type="radio"/> | Grantee complies with CPB's discrete accounting requirement. Discrete accounting requires recipients of CSG funds to utilize a unique code that identifies CSG funds – both revenues and expenses, restricted and unrestricted – so that CPB and its representatives may track those funds within the Grantee's accounting system. |

V. Signatures

CORPORATION FOR PUBLIC BROADCASTING
 Greg Schnirring, VP, Station Grants and TV Station Initiatives



October 1, 2015

This Agreement must be executed by the two individuals below.

The Licensee Official:

- A. the chair of the Licensee's governing board; or
- B. a designated senior level representative of the Licensee, who is not a member of the station's management and who has the authority to enter into binding contracts and agreements on behalf of the Licensee; and

The Head of the Grantee:

The highest ranking representative of the station's management responsible for station operations, such as its president and chief executive officer.

Juan Ozuna - (Accepted as Head of Grantee) - 11/5/2015 5:48:17 PM

Greg Ma - (Accepted as Licensee Official) - 11/6/2015 3:57:56 PM

Have you reviewed the Radio CSG Agreement? Yes No

