

CONSENT DECREE**I. Introduction**

1. This Consent Decree is entered into by and between the Media Bureau of the Federal Communications Commission and Media Ministries, Inc., by their respective authorized representatives, for the purpose of resolving certain issues regarding compliance with the Public File Rule, as defined below, that have arisen in the Media Bureau's review of the pending applications for the renewal of the licenses for radio stations KBMQ(FM), Monroe, Louisiana and KLIC(AM), Monroe, Louisiana.

**II. Definitions**

2. For purposes of this Consent Decree, the following definitions shall apply:
- (a) "Act" means the Communications Act of 1934, as amended, 47 U.S.C. §151 *et. seq.*;
  - (b) "Applications" means the pending applications for renewal of the licenses for KBMQ(FM), Monroe, Louisiana (File No. BRED-20120130ALZ) and KLIC(AM), Monroe, Louisiana (File No. BR-20120130ALN);
  - (c) "Bureau" means the Media Bureau of the Federal Communications Commission;
  - (d) "Commission" or "FCC" means the Federal Communications Commission;
  - (e) "Compliance Plan" means the processes and procedures developed by the Licensee in an effort to ensure compliance with the Public File Rule at the Station, as summarized in the Appendix hereto;
  - (f) "Effective Date" means the date on which the Bureau releases the Order;
  - (g) "Execution Date" means the date on which this Consent Decree is executed by the last of the Parties to do so;
  - (h) "Licensee" means Media Ministries, Inc.;
  - (i) "Notice of Apparent Liability for Forfeiture" or "NAL" means *In re Media Ministries, Inc.*, Notice of Apparent Liability for Forfeiture, DA 12-563 (MB April 10, 2012);
  - (j) "Order" means the Order of the Bureau adopting this Consent Decree;
  - (k) "Parties" means the Bureau and the Licensee;
  - (l) "Public File Rule" means Section 73.3527 of the Commission's Rules, 47 C.F.R. § 73.3527 (with respect to KBMQ) and Section 73.3526 of the Commission's Rules, 47 C.F.R. §73.3526 (with respect to KLIC);
  - (m) "Rules" means the Commission's Rules, found in Title 47 of the Code of Federal Regulations;

- (n) "Stations" means Station KBMQ(FM), Monroe, Louisiana (Facility ID No. 22172) and Station KLIC(AM), Monroe, Louisiana (Facility ID No. 22171); and
- (o) "Violations" means violations of the Public File Rule occurring during the 2004-2012 license term for the Stations as identified in the Applications.

### III. Background

3. On January 30, 2012, the Licensee filed the Applications to renew its licenses for the Stations. In the Applications, the Licensee disclosed the Violations to the Commission and provided relevant background information. On April 10, 2012, the Bureau issued the NAL in connection with the Violations disclosed in the renewal application for KBMQ(FM).

4. Because of the compliance issues raised by the disclosures of the Violations in the Applications, the Parties have agreed to enter into this Consent Decree, to which both the Licensee and the Bureau intend to be legally bound.

### IV. Agreement

5. The Parties acknowledge that any proceeding that might result from the Public File Rule compliance issues referred to in Paragraph 3 above would be time-consuming and require a substantial expenditure of public and private resources. In order to conserve such resources, to resolve the matter, and to promote the Licensee's compliance with the Public File Rule, the Parties are entering into this Consent Decree, in consideration of the mutual commitments made herein.

6. The Licensee and the Bureau agree to be legally bound by the terms and conditions of this Consent Decree. Each represents and warrants to the other that its signatory is duly authorized to enter into this Consent Decree on its behalf. The Licensee agrees that the Bureau has jurisdiction over the matters contained in this Consent Decree and the authority to enter into and adopt this Consent Decree.

7. The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Licensee and the Bureau concerning the Licensee's Violations at the Stations, as discussed herein. The Parties further agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding or determination regarding any compliance or noncompliance with the requirements of the Act or the Commission's Rules. The Parties agree that this Consent Decree is for settlement purposes only and that by agreeing to this Consent Decree, Licensee does not admit or deny noncompliance, violation or liability for violating the Act or the Commission's Rules in connection with matters that are the subject of this Consent Decree.

8. In express reliance on the covenants and representations in this Consent Decree, the Bureau agrees that it will cancel the NAL and not use the Violations in any action against the Licensee, provided that the Licensee satisfies all of its obligations under this Consent Decree. In the event that the Licensee fails to satisfy any of its obligations under this Consent Decree, the Bureau may take any enforcement action available pursuant to the Act and the Rules with respect to the Violations, and/or the violation of this Consent Decree.

9. The Licensee agrees to make a voluntary contribution to the United States Treasury in the amount of Seven Thousand Five Hundred Dollars (\$7,500). Such contribution will be made, without further protest or recourse to a *trial de novo*, by a check or similar instrument, wire transfer or money order payable to the order of the Federal Communications Commission. Payment by check or money order may be mailed to Federal Communications Commission, at P.O. Box 979088, St. Louis, MO

63197-9000. Payment by overnight mail may be sent to U.S. Bank—Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment by wire transfer may be made to ABA Number 021030004, receiving bank: TREAS NYC, BNF: FCC/ACV--27000001 and account number as expressed on the remittance instrument. If completing the FCC Form 159, enter the NAL/Account number in block number 23A (call sign/other ID), and enter the letters "FORF" in block number 24A (payment type code).

10. The Bureau agrees to grant the Applications after the Effective Date provided that the following conditions have been met: (a) the Licensee has fully and timely satisfied its obligation to make the voluntary contribution referenced in paragraph 9 of this Consent Decree; and (b) there are no issues other than the Violations that would preclude grant of the Applications.

11. The Licensee represents that, in addition to its existing policies and procedures, it has adopted, is currently in the process of implementing, and agrees to abide by the Compliance Plan for the purpose of ensuring compliance with the Public File Rule. The Licensee agrees, to the extent that it has not already done so, to implement this Compliance Plan at the Stations no later than thirty (30) days after the Effective Date and to keep such Compliance Plan in effect for three (3) years after the Effective Date.

12. The Licensee represents that, as of the Execution Date of this Consent Decree, the Stations' public files fully comply with the Public File Rule.

13. The Licensee agrees that it is required to comply with each individual condition of this Consent Decree. Each specific condition is a separate condition of the Consent Decree as approved. To the extent that the Licensee fails to satisfy any condition or Rule in connection with this Consent Decree, in the absence of Commission alteration of the condition or waiver of the Rule, it will be deemed noncompliant and may be subject to possible enforcement action, including, but not limited to, revocation of the relief, designation of the matter for hearing, letters of admonishment and/or forfeitures.

14. The Consent Decree will be binding on the Licensee's successors-in-interest and assigns. The Licensee agrees that any future application to assign or transfer control of the Station(s) will include a statement executed by an authorized representative of the proposed assignee or transferee consenting to assumption of the responsibilities and duties set forth in this Consent Decree with regard to the Station(s).

15. The Licensee waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal, or stay, or to otherwise challenge the validity of this Consent Decree and the Order, provided the Order adopts the Consent Decree without change, addition or modification.

16. The Licensee agrees to waive any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. Section 504 and 47 C.F.R. Section 1.1501 *et seq.*, relating to the matters discussed in this Consent Decree.

17. The Licensee and the Bureau agree that the effectiveness of this Consent Decree is expressly contingent upon issuance of the Order, provided the Order adopts the Consent Decree without change, addition or modification.

18. The Licensee and the Bureau agree that if the Licensee, the Commission or the United States on behalf of the Commission, brings a judicial action to enforce the terms of the Order adopting this Consent Decree, neither the Licensee nor the Commission will contest the validity of the Consent Decree or Order, and the Licensee and the Commission will waive any statutory right to a *trial de novo* with respect to any matter upon which the Order is based (provided in each case that the Order is limited

to adopting the Consent Decree without change, addition, or modification), and will consent to a judgment incorporating the terms of this Consent Decree.

19. The Licensee and the Bureau agree that, in the event that this Consent Decree is rendered invalid by any court of competent jurisdiction, it will become null and void and may not be used in any manner in any legal proceeding.

20. This Consent Decree may be signed in counterparts and/or by telecopy and, when so executed, the counterparts, taken together, will constitute a legally binding and enforceable instrument whether executed by telecopy or by original signatures.

**MEDIA BUREAU  
FEDERAL COMMUNICATIONS COMMISSION**

By: William T. Lake  
William T. Lake, Chief

Date: 5-9-12

**MEDIA MINISTRIES, INC.**

By: \_\_\_\_\_  
Woods Watson, President

Date: \_\_\_\_\_

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**MEDIA BUREAU  
FEDERAL COMMUNICATIONS COMMISSION**

By: \_\_\_\_\_  
William T. Lake, Chief

Date: \_\_\_\_\_

**MEDIA MINISTRIES, INC.**

By: Woods Watson  
Woods Watson, President

Date: May 8, 2012

**APPENDIX****COMPLIANCE PLAN FOR STATIONS KBMQ(FM) & KLIC(AM).**

Media Ministries, Inc., or its successor-in-interest, as appropriate, will institute the following procedures to ensure compliance with the Commission's Public File Rule. Unless otherwise provided, all terms defined in the Consent Decree apply to this Compliance Plan.

- I.
  - A. Stations' personnel will log all Station(s) broadcasts of programming providing significant treatment of issues in the Stations' respective communities of license. The logs of such programming will be used by Stations' personnel to compile quarterly issues/programs lists for each station of station programming that has provided the most significant treatment of community of license issues, and such issues/program lists will be timely placed in the respective public files of the Stations;
  - B. All such quarterly issues/programs lists will be signed and dated by their preparer before they are placed in the public file; and
  - C. For each employee charged with maintenance of the Stations' public inspection files and/or compilation of the quarterly issues/programs lists, Stations' management will conduct initial and annual refresher training on the quarterly issues/programs list obligations imposed by the FCC's Public File Rule.
- II. For a period of three years from the Effective Date, the Licensee and/or any successor licensee, as appropriate, will conduct audits of the Stations' public files as detailed below. The three-year period will terminate on the successful completion of the third annual public file audit pursuant to Item II(B). The second and third audits pursuant to Item II(B) will be due on the anniversary of the first audit. The audits of the public file shall be performed as follows:
  - A. quarterly audits of the quarterly issues/programs lists in the Stations' public files will be conducted by the Stations' management, with any anomalies, issues or questions on compliance being discussed with and/or clarified by Licensee's FCC counsel; and
  - B. annually, Licensee will conduct an audit of the Stations' public files in conjunction with Licensee's FCC counsel in a manner that facilitates document review of the files. The first annual audit shall be completed not less than six (6) months and not more than nine (9) months following the Effective Date.
- III. The Licensee shall annually submit a sworn certification to the Commission, signed by an authorized representative of the Licensee, that the Stations' public file fully complies with the Public File Rule. If the Licensee cannot truthfully make this certification, it shall set forth in detail any public file deficiencies and describe any corrective measures taken. This report shall be filed within ten (10) days of the completion of the first annual public file audit pursuant to Item II(B) above, and on that date yearly thereafter for the next two years. A copy will be served on Michael Wagner, Assistant Chief, Audio Division, Media Bureau, Federal Communications Commission and e-mailed to him at Michael.Wagner@fcc.gov.
- IV. The Compliance Plan, set forth above, will be under the direct supervision of Media Ministries, Inc.'s President, or any member of the Media Ministries, Inc. board designated by the President, or in the event either of the Station(s) license(s) has been assigned, (i) by the President's successor or his successor's designee on the Media Ministries Board (in the case of a gradual

transfer of control) or (ii) the successor Licensee's Board or comparable authority (in the case of a third-party assignment of license).