

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and Bronco Broadcasting Co., Inc. (“Bronco”) hereby enter into this Consent Decree for the purpose of terminating a forfeiture proceeding arising from an investigation of Bronco, for alleged violations of 47 C.F.R. §§ 11.35(a), 73.61(a), 73.62(b)(3), and 73.3526(e)(12).

BACKGROUND

2. On August 4, 2000, FCC field agents from the Enforcement Bureau’s Kansas City Field Office inspected KIRL. This inspection uncovered violations pertaining to station logs, failure to take field intensity measurements, operation with excessive field intensity, and failure to maintain an issues-programs listing. *See* 47 C.F.R. §§11.35(a), 73.61(a), 73.62(b)(3), and 73.3526(e)(12). The station logs documented Emergency Alert System (“EAS”) tests from only one of two required sources with no explanation as to why the tests were missing. During the inspection, the station’s contract engineer stated that KIRL’s nighttime power needed to be reduced to 55% of authorized power to maintain the field intensities within authorized limits. However, station KIRL was maintaining 95% of authorized power and four out of five monitoring points were found with excessive field intensity. According to the station office manager, the issues-programs listing was not being compiled, and no listing was found in the public inspection file. On August 10, 2000, the Kansas City Field Office issued a Notice of Violation (“NOV”) to Bronco for these violations, with a response due within ten days. A signed receipt was returned by the U.S. Postal Service indicating delivery of the NOV on August 12, 2000. The Kansas City Field Office did not receive a reply to the NOV from the licensee.

3. On August 31, 2000, Commission staff issued a Notice of Apparent Liability in the amount of \$15,000 for apparent violations of sections 11.35(a), 73.61(a), 73.62(b)(3), and 73.3526(e)(12) of the Commission’s Rules for failure to make appropriate entries in the broadcast station log indicating the reasons why EAS tests were not received, for failure to make field intensity measurements at each designated monitoring point location on KIRL’s nighttime directional array as often as necessary to maintain compliance with the station authorization, for failure to lower power or terminate operation when the field intensity exceeded the maximum authorized field intensity at several monitoring points on KIRL’s nighttime directional array, and for failure to compile a list of programs that have provided the station’s most significant treatment of community issues each calendar quarter.

DEFINITIONS

4. For the purposes of this Consent Decree, the following definitions shall apply:
- a. The “Commission” means the Federal Communications Commission.
 - b. The “Bureau” means the Enforcement Bureau of the Commission.
 - c. “Bronco” means Bronco Broadcasting Co., Inc., licensee of standard broadcast station KIRL, St. Charles, Missouri.
 - d. The “Order” means the Bureau’s order adopting this Consent Decree.
 - e. “Enforcement Proceeding” means the investigation of alleged rule violations by Bronco culminating in the Notice of Apparent Liability.

- f. "Notice of Apparent Liability" means *Bronco Broadcasting Co., Inc.*, NAL/Acct. No. X3256-001 (Enf. Bur., Kansas City Office, rel. Aug. 31, 2000).

AGREEMENT

5. Bronco acknowledges and agrees that the Bureau has jurisdiction over the matters referenced in this Consent Decree and that the Bureau has the authority to enter into and adopt this Consent Decree.

6. Bronco and the Bureau agree that this Consent Decree does not constitute an adjudication of the merits, or any finding on the facts or law regarding any violations committed by Bronco arising out of the Enforcement Proceeding, and that it is not to be construed as an admission of any violation by Bronco.

7. Bronco and the Bureau agree to the following:

- a. Within thirty (30) days of the release date of the Order, Bronco will file an application with the Mass Media Bureau to cancel its nighttime license;
- b. Bronco will make a voluntary contribution to the U. S. Treasury by paying six (6) equal payments of \$1,000.00 for a total of \$6,000.00. The first installment payment will be due thirty (30) days after the Order is released, with each of the five (5) subsequent payments due in thirty (30) day intervals thereafter.

8. Within thirty (30) days of the release date of the Order, Bronco will implement a compliance program to ensure that no further violation of the Commission's Rules will occur, with particular attention to those violations set forth in the Notice of Apparent Liability. The Compliance Plan will be administered by Mrs. Virginia White, with assistance from Ms. Sharon Walters. The plan is set forth in Attachment A hereto.

9. Bronco and the Bureau acknowledge and agree that this Consent Decree shall constitute a final settlement between them.

10. In express reliance upon the covenants and representations contained herein, the Bureau agrees to terminate the Enforcement Proceeding at such time as both parties sign this Consent Decree.

11. Bronco waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Order adopting this Consent Decree, provided the Order adopts the Consent Decree without modification.

12. In the event that the Commission or its delegated authority find that Bronco violates Sections 11.35(a), 73.61(a), 73.62(b)(3), and 73.3526(e)(12) of the Rules subsequent to the release of this Consent Decree and Order, Bronco agrees that the Commission or its delegated authority may consider the violations documented in the Enforcement Proceeding when determining an appropriate sanction.

13. Bronco 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 modification.

14. Bronco and the Bureau agree that, in the event any court of competent jurisdiction renders this Consent Decree invalid, the Consent Decree shall become null and void and may not be used in any manner in any legal proceeding.

15. Bronco and the Bureau agree that, if 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 Bronco nor the Commission will contest the validity of the Consent Decree or Order, and Bronco will waive any statutory right to a trial *de novo* with respect to the matter upon which the Order is based, and shall consent to a judgment incorporating the terms of this Consent Decree.

16. Bronco agrees to waive any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. §§ 1.1501 *et seq.*

17. Bronco agrees that any violation of the Consent Decree or the Order adopting this Consent Decree will constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to the enforcement of a Commission order.

18. Any provision of this Consent Decree affected by or inconsistent with any subsequent rule or order adopted by the Commission will be superseded by such Commission rule or order.

19. Bronco and the Bureau agree to be bound by the terms and conditions stated in this Consent Decree.

20. Bronco and the Bureau agree that the terms and conditions of this Consent Decree shall remain in effect for a period of twenty-four (24) months, which shall begin on the release date of the Order.

21. This Consent Decree may be signed in counterparts.

FEDERAL COMMUNICATIONS COMMISSION

By: _____

Date: _____

David H. Solomon
Chief, Enforcement Bureau

BRONCO BROADCASTING CO., INC.

By: _____

Date: _____