

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	File No. EB-04-IH-0605
Southern Rhode Island Public Radio)	Acct. No. 200832080079
Broadcasting, Inc.)	FRN 00049437088
)	Facility ID No. 84180
Licensee of Noncommercial Educational Station)	
WKIV(FM), Westerly, Rhode Island ¹)	

CONSENT DECREE

Adopted: March 13, 2008

Released: March 13, 2008

By the Chief, Enforcement Bureau:

I. INTRODUCTION

1. This Consent Decree is entered into by the Enforcement Bureau of the Federal Communications Commission and Southern Rhode Island Public Radio Broadcasting, Inc.

II. DEFINITIONS

2. For the Purposes of this Consent Decree, the following definitions will apply:
- a. "Southern" means Southern Rhode Island Public Radio Broadcasting, Inc.;
 - b. "Non-Related Company" means a company or organization in which neither Southern nor its principals, individually or collectively, are an officer, director, partner, member, manager or holder (directly or indirectly) of an ownership interest;
 - c. "Commission" or "FCC" means the Federal Communications Commission;
 - d. "Bureau" means the Enforcement Bureau of the Federal Communications Commission;
 - e. "Parties" means the Bureau and Southern;
 - f. "Station" means Station WKIV(FM), Westerly, Rhode Island (Facility ID No. 84180);

¹ At the time of the complaint, the station's call sign was WBLQ(FM).

- g. “Licenses” means all authorizations, permits and licenses issued by the Commission in connection with the operation of the Station;
- h. “Licensee” means the holder of the License;
- i. “Act” means the Communications Act of 1934, as amended, 47 U.S.C. Section 151 *et seq.*;
- j. “Rules” means the Commission’s regulations set forth in Title 47 of the Code of Federal Regulations;
- k. “Underwriting Laws” means Section 399B of the Communications Act of 1934, 47 U.S.C. § 399b, and Section 73.503(d) of the Commission’s Rules, 47 C.F.R. § 73.503(d);
- l. “Adopting Order” means an order of the Bureau adopting this Consent Decree;
- m. “Effective Date” means the date on which the Adopting Order is released;
- n. “Investigation” means the investigation conducted by the Bureau regarding compliance by Southern with the Act and the Rules governing underwriting announcements by noncommercial educational broadcast stations in connection with its operation of the Station during the period November 2004 through February 2005; and
- o. “Violations” means violations of Section 399(b) of the Act and Section 73.503(d) of the Rules² by Southern, as described in this Consent Decree.

III. BACKGROUND

3. The Bureau received a complaint dated November 23, 2004, and supplemented February 25, 2005, alleging that the Station had aired prohibited underwriting announcements. The complaint resulted in the commencement of an investigation by the Bureau which revealed apparent violations with regard to certain underwriting announcements aired over the Station by Southern during that period (the “Violations”). These announcements appear to have violated Section 399(b) of the Act and Section 73.503(d) of the Rules because they exceeded the bounds of what is permissible and within licensee discretion under the Act and pertinent Commission precedent.³ Because of this Investigation, the Station’s license renewal application⁴ and a pending assignment of license application⁵ have not been granted by the Commission.

² See 47 U.S.C. § 399b; 47 C.F.R. § 73.503(d).

³ See *Xavier University*, Letter of Admonition, issued November 14, 1989 (Mass Med. Bur.), *recons. granted*, Memorandum Opinion and Order, 5 FCC Rcd 4920 (1990).

⁴ See FCC File No. BRED-20060301ADF.

⁵ See FCC File No. BALED-20060817ADD.

4. Southern and the Bureau acknowledge that any proceeding that might result from the Investigation will require the significant expenditure of public and private resources. In order to conserve such resources and to promote compliance by Southern with the Act and the Rules, the Parties hereby enter into this Consent Decree in consideration of the mutual commitments made herein.

IV. AGREEMENT

5. Southern agrees that the Bureau, by delegated authority of the Commission, has jurisdiction over the matters contained in this Consent Decree, and the authority to enter into and adopt this Consent Decree.

6. Southern agrees to be legally bound by the terms and conditions of this Consent Decree. Southern represents and warrants that its signatory is duly authorized to enter into this Consent Decree on its behalf.

7. The Parties agree that this Consent Decree will become effective on the Effective Date. Upon the Effective Date, the Adopting Order and this Consent Decree will have the same force and effect as any other order of the Bureau and any violation of the terms of this Consent Decree will constitute a separate violation of a Bureau order, entitling the Bureau to subject Southern to enforcement action for such violation, as well as enforcement action with respect to the Violations.

8. Southern admits, solely for the purpose of this Consent Decree and for FCC civil enforcement purposes, that the information contained in the Complaint could establish violation(s) of the Underwriting Laws. Notwithstanding any other provision of this Consent Decree, it is expressly agreed and understood that if this Consent Decree is breached by the Bureau, or is invalidated or modified to Southern's prejudice by the Commission or by any court, then the provisions of the immediately-preceding sentence shall be of no force or effect whatsoever, and Southern shall not, by virtue of that sentence or any other provision of this Consent Decree, be deemed to have made any admission concerning any announcements broadcast on the Station.

9. In consideration of the terms and conditions set forth herein, the Bureau agrees to terminate its Investigation. From and after the Effective Date, in the absence of material new evidence relating to this matter, the Bureau agrees that it will not use the Violations in any action against Southern, provided that it satisfies all of its obligations under this Consent Decree. Nothing in this Consent Decree will prevent the Bureau from instituting or recommending to the Commission any new investigation or enforcement proceeding against Southern in the event of any alleged future misconduct involving violation of this Consent Decree, or violation of the Act or the Rules.

10. Southern agrees that it will make a voluntary contribution to the United States Treasury in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) in one installment. Full payment will be made within five (5) calendar days after the Effective Date of the Adopting Order. The payment must be made by check or similar instrument, payable to the order of the Federal Communications Commission. The payment must include the NAL/Account Number and FRN Number referenced in the caption to the Adopting Order. Payment by check or money order may be mailed to Federal Communications Commission, 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[s] by wire transfer may be made to ABA Number 021030004, receiving bank TREAS/NYC, and account number 27000001. For payment by credit card, an FCC Form 159 (Remittance Advice) must be submitted. When 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).

11. As a further condition to this agreement, Southern will institute and follow the terms of a Compliance Plan within thirty (30) days of the Effective Date. The Plan will include, at a minimum, the following components:

a. Southern will utilize a multi-level review procedure for underwriting content to be aired on the Station. All scripts of announcements will continue to be reviewed, prior to broadcast, for compliance with the Underwriting Laws.

b. Within thirty days of joining Southern, any new station employee hired by Southern will be trained on acceptable underwriting content that complies with the Underwriting Laws. In addition, Southern station employees will be trained on an annual basis regarding existing guidelines and, where applicable, pertinent changes to the Underwriting Laws.

c. Southern will also implement and maintain a plan to educate prospective clients about appropriate underwriting content. To that end, Southern will summarize the Underwriting Laws for each client before it accepts any contract with the client to air material over Station WKIV(FM). Southern will not accept any announcement that does not comply with the Underwriting Laws.

12. Southern agrees that any violation of this Consent Decree, including but not limited to a failure to make any of the payments required by Paragraph 10 hereof, will constitute a separate violation of a Commission order and subject each to appropriate administrative sanctions.

13. This Consent Decree will be binding on Southern's transferees, successors and assigns, provided that in the event of an assignment or transfer of the Licenses to a Non-Related Company, only the obligations of Paragraph 10 will be binding on the assignee or transferee.

14. Southern 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, provided the Order adopts the Consent Decree without change, addition or modification.

15. Southern 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.

16. Southern agrees 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.

17. Southern and the Bureau each agrees that if Southern, 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 Southern nor the Commission will contest the validity of the Consent Decree or Order, and Southern 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.

18. Southern 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.

19. 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.

FEDERAL COMMUNICATIONS COMMISSION

By: Kris Anne Monteith
Chief, Enforcement Bureau

Date: _____

SOUTHERN RHODE ISLAND PUBLIC RADIO BROADCASTING, INC.

By: Christopher DiPaola, President

Date: _____