

CONSENT DECREE**I. Introduction**

1. This Consent Decree is entered into by and between the Media Bureau of the Federal Communications Commission and West Slope FM, by their respective authorized representatives, for the purpose of resolving certain issues regarding compliance with the requirement to file timely file applications for renewal of license for FM Translator Stations K263AC, Canyon Valley, Colorado, and K249AW, Steamboat Springs, Colorado and for engaging in the unauthorized operation of said Translator Stations after the authorizations had expired.

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 the renewal of the license for Station K263AC, Canyon Valley, Colorado (File No. BRFT-20051213ABQ) and K249AW, Steamboat Springs, Colorado (File No. BRFT-20051213ABR);
 - (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 FCC's application filing requirements, 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” refers to West Slope FM;
 - (i) “Order” means the Order of the Bureau adopting this Consent Decree;
 - (j) “Parties” means the Bureau and the Licensee;
 - (k) “Rules” means the Commission’s Rules, found in Title 47 of the Code of Federal Regulations;
 - (l) “Translator Stations” means FM Translator Stations K263AC, Canyon Valley, Colorado, (Facility ID No. 71641) and K249AW, Steamboat Springs, Colorado (Facility ID No. 71643); and
 - (m) “Violations” means the violation of the requirement to timely file applications for renewal of license for the Translator Stations as set forth at 73.3539(a) of the Rules,

and the violation of Section 301 of the Communications Act by continuing to operate the Translator Stations after the licenses had expired.

III. Background

3. Applications for renewal of the license for the Translator Stations should have been filed by December 1, 2004, but were not filed and the licenses expired on April 1, 2005. On October 28, 2005, the Licensee filed requests for special temporary authorization to continue operations which were granted by staff and will expire on April 6, 2009. On December 13, 2005, the Licensee tendered the Applications to renew the licenses for the Translator Stations. Because of the compliance issues raised by the Violations, 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

4. The Parties acknowledge that any proceeding that might result from the 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, to bring the Translator Stations into compliance with the Rules and the Act, and preserve service to the public, the Parties are entering into this Consent Decree, in consideration of the mutual commitments made herein.

5. 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.

6. 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 Translator Stations, as discussed herein.

7. In express reliance on the covenants and representations in this Consent Decree, the Bureau agrees that it will 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 each Violation, and/or the violation of this Consent Decree.

8. The Licensee hereby stipulates that it violated the condition in its Translator Stations' licenses requiring the filing of a Form 303-S for renewal of license prior to the expiration date of the licenses as set forth at Rule 73.3539. Additionally, the Licensee stipulates that it has violated Section 301 of the Act by continuing to operate the Translator Stations after the licenses expired on April 1, 2005.

9. The Licensee agrees to make a voluntary contribution to the United States Treasury in the amount of One Thousand Dollars (\$1,000.00). 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. The payment must include FRN No. 0009132556 and the NAL/Acct. No. MB-200841410024. 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: 1) the Licensee has fully and timely satisfied its obligation to make the voluntary contribution referenced in paragraph 9 of this Decree; and 2) 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 timely filing of applications for renewal of license requirement. The Licensee agrees, to the extent that it has not already done so, to implement this Compliance Plan at the Station 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 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 Commission Rule, in the absence of Commission alteration of the condition or 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.

13. The Consent Decree will be binding on the Licensee's successors-in-interest and assigns. To this end, the pending applications (File Nos. BALFT-20080527AES, and BALFT-200800527AET) for consent to assign the Translator Stations to John Dady shall be amended to include a statement executed by Mr. Dady consenting to assumption by the assignee of the responsibilities and duties set forth in this Consent Decree including, but not limited to, continued operation of the Translator Stations in accordance with the Compliance Plan. In the event that these applications for consent to assignment of license are withdrawn or dismissed, or the parties otherwise fail to close on the transaction, the Licensee agrees that any future application to assign or transfer control of the Translator Stations will include such 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 each station that is the subject of the application.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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.

**MEDIA BUREAU
FEDERAL COMMUNICATIONS COMMISSION**

By: _____
Robert H. Ratcliffe, Acting Chief

Date: _____

WEST SLOPE FM

By: _____
Jon Halverson, President

Date: _____

APPENDIX**COMPLIANCE PLAN FOR TRANSLATOR STATIONS K263AC and K249AW**

West Slope FM, or its successor-in-interest, as Licensee of the Translator Stations, as appropriate, will institute the following procedures to ensure compliance with the Commission's application filing Rules. Unless otherwise provided, all terms defined in the Consent Decree apply to this Compliance Plan.

1. Licensee will conduct training for all the Translator Stations' employees on compliance with FCC Rules applicable to station operations. To augment this training, outside counsel, or other comparable professionals, will conduct an on-site workshop for all Translator Stations employees. Licensee will videotape this workshop and use it as refresher training for staff and management at least once every twelve (12) months, and to train any new employee within five (5) days of commencement of his or her duties at the Translator Stations.

2. The Licensee shall engage FCC counsel on an ongoing basis to provide guidance on FCC compliance issues, to provide regular updates and notices on developments in communications law applicable to Licensee, and to review Licensee's applications and reports prior to filing with the FCC. In regard to the last matter, Licensee recognizes and acknowledges that any and all information provided to the FCC must completely and candidly set forth all relevant facts and circumstances, regardless of whether such a submission may disclose a violation of the Act or the Rules.

3. Licensee's management will use a commercially-available calendaring system, such as Microsoft Outlook or Google Calendar, to track filing deadlines. An authorized officer of the Licensee will provide an annual declaration to the Bureau certifying that, since the commencement of this Compliance Plan or the filing of its last report, if any, the Licensee has maintained and is maintaining such a calendar system each year of the three-year term of this Compliance Plan. In the event the Licensee is unable to so certify, it will disclose the reasons there for and indicate what steps it has taken to come into compliance with this Compliance Plan.