

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

In the Matter of)	
)	
KCETLink)	File No.: EB-10-LA-0214
)	NAL/Acct. No.: 201132900003
Licensee of Noncommercial Educational TV)	FRN: 0001529213
Station KCET, Los Angeles, California)	Facility ID No.: 13058

ORDER

Adopted: March 27, 2013

Released: March 28, 2013

By the Regional Director, Western Region, Enforcement Bureau:

1. In this Order, we adopt the attached Consent Decree entered into between the Enforcement Bureau (Bureau) of the Federal Communications Commission and KCETLink, Licensee of Noncommercial Educational TV Station KCET, Los Angeles, California.¹ The Consent Decree resolves and terminates the Bureau's investigation into KCETLink's compliance with Section 73.3527(c) of the Commission's rules² concerning the availability of the Station KCET public inspection file.

2. The Bureau and KCETLink have negotiated the Consent Decree that resolves this matter, including a detailed, two-year compliance plan requirement. A copy of the Consent Decree is attached hereto and incorporated herein by reference.

3. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the investigation.

4. In the absence of material new evidence relating to this matter, we conclude that our investigation raises no substantial or material questions of fact as to whether KCETLink possesses the basic qualifications, including those related to character, to hold or obtain any Commission license or authorization.

5. Accordingly, **IT IS ORDERED** that, pursuant to Sections 4(i), 4(j), and 503(b) of the Communications Act of 1934, as amended,³ and Sections 0.111 and 0.311 of the Commission's rules,⁴ the Consent Decree attached to this Order **IS ADOPTED**.

¹ By letter dated January 4, 2013, counsel to KCETLink notified the Commission of the corporate name change of the licensee of Station KCET, Los Angeles, California, from Community Television of Southern California to KCETLink. See Letter from Maureen R. Jeffreys, Arnold & Porter LLP, to Marlene H. Dortch, Secretary, Federal Communications Commission (Jan. 4, 2013). The name change did not involve a change in the ownership or control of the stations involved. *Id.*

² 47 C.F.R. § 73.3527(c).

³ 47 U.S.C. §§ 154(i), 154(j), 503(b).

⁴ 47 C.F.R. §§ 0.111, 0.311.

6. **IT IS FURTHER ORDERED** that the above-captioned investigation, as to the Station and/or the Licensee, **IS TERMINATED**.

7. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to KCETLink, 2900 West Alameda Avenue, Burbank, CA 91505, and its counsel of record, Maureen R. Jeffreys, Esquire, Arnold & Porter, LLP, 555 Twelfth Street, NW, Washington, D.C. 20004.

FEDERAL COMMUNICATIONS COMMISSION

Rebecca L. Dorch
Regional Director
Western Region
Enforcement Bureau

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CONSENT DECREE

The Enforcement Bureau of the Federal Communications Commission and KCETLink, by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau's investigation into possible violations of Section 73.3527(c) of the Commission's rules⁵ pertaining to the availability of the Station KCET public inspection file.

I. DEFINITIONS

1. For the 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) "Adopting Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (c) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.
 - (d) "Commission" and "FCC" mean the Federal Communications Commission and all of its bureaus and offices.
 - (e) "Communications Laws" means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which KCETLink is subject by virtue of its business activities.
 - (f) "Compliance Plan" means the compliance obligations, programs, and procedures described in this Consent Decree at paragraph 9.
 - (g) "Covered Employees" means all employees and agents of KCETLink who perform, or supervise, oversee, or manage the performance of, duties that relate to KCETLink's responsibilities under the Public Inspection File Rules.
 - (h) "Effective Date" means the date on which the Bureau releases the Adopting Order.
 - (i) "KCETLink" means KCETLink, and its predecessors-in-interest and successors-in-interest.

⁵ 47 C.F.R. § 73.3527(c).

- (j) “Investigation” means the investigation commenced by the Bureau’s Los Angeles District Office regarding the availability of the Station KCET public inspection file.
- (k) “NAL” means the Notice of Apparent Liability for Forfeiture released by the Bureau on February 8, 2011, *Community Television of Southern California*, 26 FCC Rcd 1107 (Enf. Bur. 2011).
- (l) “Operating Procedures” means the standard, internal operating procedures and compliance policies established by KCETLink to implement the Compliance Plan.
- (m) “Parties” means KCETLink and the Bureau, each of which is a “Party.”
- (n) “Public Inspection File Rules” means Section 73.3527 of the Rules and other Communications Laws governing the public inspection files of noncommercial educational stations.
- (o) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (p) “Station” means Broadcast Station KCET, Los Angeles, California (Facility ID No. 13058).

II. BACKGROUND

2. In early August 2010, following press reports that KCETLink was considering ending the Station’s carriage of Public Broadcasting Service (PBS) programming because of expense issues, the Station began receiving threats from anonymous individuals. In response, the Station put security measures in place, including restricting public access to the Station’s main studio.⁶ On August 19 and 20, 2010, an agent from the Enforcement Bureau’s Los Angeles District Office sought access to the Station during regular business hours to review the public inspection file. The agent initially did not identify himself as an FCC agent, and due to the security concerns, Station personnel refused to allow him into the Station without an appointment. When the agent ultimately identified himself as an FCC agent, however, Station personnel permitted him to enter, where he inspected the public inspection file and found that it complied with FCC rules.

3. On February 8, 2011, the Enforcement Bureau’s Los Angeles District Office issued an NAL to KCETLink for apparent willful and repeated violation of the Public Inspection File Rules for failing to make the Station KCET public inspection file available for inspection during regular business hours. KCETLink filed a response to the NAL on March 8, 2011, stating it had delayed providing access to its public inspection file because the agent had not initially identified himself as an FCC agent and the Station recently had imposed heightened security at the main studio in response to threats. Subsequently, KCETLink and the Bureau entered into settlement discussions.

⁶ In response to the credible threats of violence against the Station, KCETLink also requested, and received, permission from the Commission’s Media Bureau to refile its ownership reports omitting the individual addresses of KCETLink’s board members. *See, e.g.*, File No. BOA - 20100730AAE, accepted August 2, 2010, amendment accepted October 12, 2010.

III. TERMS OF AGREEMENT

4. **Adopting Order.** The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Bureau by incorporation of such provisions by reference in the Adopting Order.

5. **Jurisdiction.** KCETLink agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and that the Bureau has the authority to enter into and adopt this Consent Decree.

6. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission. Any violation of the Adopting Order or of the terms of this Consent Decree shall 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.

7. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, KCETLink agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that in the absence of new material evidence, the Bureau will not use the facts developed in this Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any new proceeding, formal or informal, or take any action on its own motion against KCETLink concerning the matters that were the subject of the Investigation. The Bureau also agrees that in the absence of new material evidence it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or take any action on its own motion against KCETLink with respect to KCETLink's basic qualifications, including its character qualifications, to be a Commission licensee or to hold Commission licenses or authorizations.

8. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, KCETLink shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as Compliance Officer and to discharge the duties set forth below. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that KCETLink complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his/her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Public Inspection File Rules prior to assuming his/her duties.

9. **Compliance Plan.** For purposes of settling the matters set forth herein, KCETLink agrees that it shall within sixty (60) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the Communications Laws and with the terms and conditions of this Consent Decree. With respect to the Public Inspection File Rules, KCETLink shall implement the following procedures:

- (a) **Operating Procedures on Public Inspection File Rules.** Within sixty (60) calendar days after the Effective Date, KCETLink shall establish Operating Procedures that all Covered Employees must follow to help ensure KCETLink's compliance with the Public Inspection File Rules. KCETLink's Operating Procedures shall include internal procedures and policies specifically designed to

ensure that KCETLink complies with the requirements of the Public Inspection File Rules. KCETLink also shall develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Public Inspection File Rules. At a minimum, the Compliance Checklist shall require Covered Employees to ensure that the Public Inspection File Rules are being followed.

- (b) **Compliance Manual**. Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the Public Inspection File Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure KCETLink's compliance with the Public Inspection File Rules. KCETLink shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and complete. KCETLink shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program**. KCETLink shall establish and implement a Compliance Training Program on compliance with the Public Inspection File Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of KCETLink's obligation to report any noncompliance with the Public Inspection File Rules under paragraph 10 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within sixty (60) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after the Effective Date shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. KCETLink shall repeat the compliance training on an annual basis, and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

10. **Reporting Noncompliance**. KCETLink shall report any noncompliance with the Public Inspection File Rules and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of (i) each instance of noncompliance; (ii) the steps that KCETLink has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that KCETLink has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Federal Communications Commission, Enforcement Bureau, Western Region, Los Angeles Office, 18000 Studebaker Rd., #660, Cerritos, California, 90703, with a copy submitted electronically to WR-RESPONSE@fcc.gov.

11. **Compliance Reports**. KCETLink shall file Compliance Reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, and twenty-four (24) months after the Effective Date.

- (a) Each compliance report shall include a detailed description of KCETLink efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Public Inspection File Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of KCETLink, stating that the Compliance Officer has personal knowledge that KCETLink (i) has established and implemented the Compliance Plan; (ii) has

utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 10 hereof.

- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and must comply with Section 1.16 of the Rules⁷ and be subscribed to as true under penalty of perjury in substantially the form set forth therein.
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of KCETLink, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully (i) each instance of noncompliance; (ii) the steps that KCETLink has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that KCETLink has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted to the Federal Communications Commission, Enforcement Bureau, Western Region, Los Angeles Office, 18000 Studebaker Rd., #660, Cerritos, California, 90703, with a copy submitted electronically to WR-RESPONSE@fcc.gov.

12. **Termination Date.** Unless stated otherwise, the obligations set forth in paragraphs 8 through 11 of this Consent Decree shall expire twenty-four (24) months after the Effective Date.

13. **Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints against KCETLink for alleged violations of the Act, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaints will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by KCETLink with the Communications Laws.

14. **Voluntary Contribution.** KCETLink agrees that it will make a voluntary contribution to the United States Treasury in the amount of six thousand dollars (\$6,000) within thirty (30) calendar days after the Effective Date. KCETLink shall also send electronic notification of payment to WR-RESPONSE@fcc.gov on the date said payment is made. The payment must be made by check or similar instrument, wire transfer, or credit card, and must include the NAL/Account number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.⁸ When completing the FCC Form 159, enter the Account Number in block number 23A (call sign/other ID) and enter the letters "FORF" in block number 24A (payment type code). Below are additional instructions you should follow based on the form of payment you select:

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be

⁷ 47 C.F.R. § 1.16.

⁸ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

If you have questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, ARINQUIRIES@fcc.gov.

15. **Waivers.** KCETLink 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 Adopting Order, provided the Bureau issues an Adopting Order as defined herein. KCETLink shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Adopting Order, neither KCETLink nor the Commission shall contest the validity of the Consent Decree or of the Adopting Order, and KCETLink shall waive any statutory right to a trial *de novo*. KCETLink hereby agrees to waive any claims it may have under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. § 1.1501 et seq., relating to the matters addressed in this Consent Decree.

16. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

17. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent Rule or order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which KCETLink does not expressly consent) that provision will be superseded by such Rule or Commission order.

18. **Successors and Assigns.** KCETLink agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

19. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation and the NAL. 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 Communications Laws. The Parties agree that this Consent Decree is for settlement purposes only and that, by agreeing to this Consent Decree, KCETLink does not admit or deny noncompliance, violation, or liability for any violation of the Communications Laws in connection with the matters that are the subject of the Investigation, NAL, or this Consent Decree.

20. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

21. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

22. **Authorized Representative.** The individual signing this Consent Decree on behalf of KCETLink represents and warrants that he is authorized by KCETLink to execute this Consent Decree and to bind KCETLink to the obligations set forth herein. The FCC signatory represents that she is signing this Consent Decree in her official capacity and that she is authorized to execute this Consent Decree.

23. **Counterparts.** This Consent Decree may be signed in any number of counterparts (including by facsimile), each of which, when executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

Rebecca L. Dorch
Regional Director
Western Region
Enforcement Bureau

Date

Al Jerome
President and Chief Executive Officer
KCETLink

Date