

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

In re Applications of)
)
Prairie Public Broadcasting, Inc.) FRN: 0014558217
) NAL/Acct. Nos. 202241420007,
For Renewal of License for) 202241420008, 202241420009,
Stations KBME-TV, Bismark, ND; KCGE-DT,) 202241420010, and 202441420005
Crookston, MN; KMDE(TV), Devils Lake, ND;) Facility ID Nos. 53324, 132606, 162016,
KSRE(TV), Minot, ND; KWSE(TV), Williston,) 53313, 53318, 53315, and 53321
ND; KJRE(TV), Ellendale, ND; and KFME(TV),) LMS File Nos. 0000171009, 0000171015,
 Fargo, ND) 0000171030, 0000171014, 0000171016,
) 0000171022, and 0000171028
)

ORDER

Adopted: April 11, 2024

Released: April 11, 2024

By the Chief, Media Bureau:

1. In this Order, we adopt the attached Consent Decree entered into by the Media Bureau (Bureau) and Prairie Public Broadcasting, Inc. (Licensee), licensee of noncommercial educational (NCE) stations KBME-TV, Bismark, North Dakota; KCGE-DT, Crookston, Minnesota; KMDE(TV), Devils Lake, North Dakota; KSRE, Minot, North Dakota; KWSE(TV), Williston, North Dakota; KJRE(TV), Ellendale, North Dakota; and KFME(TV), Fargo, North Dakota (Stations). The Consent Decree resolves issues arising from the Bureau’s review of the captioned license renewal applications (Applications) for the Stations. In particular, the Consent Decree resolves the Bureau’s investigation and forfeiture proceeding involving the Licensee’s compliance with section 73.3514(a) of the Commission’s rules (Rules),¹ which requires licensee’s to provide all required information in an application,² and section 73.3527(e)(8) of the Rules,³ which sets forth the requirement for NCE stations to place quarterly issues/programs lists in their online public inspection file.

2. The Bureau and Licensee have negotiated the attached Consent Decree in which Licensee stipulates that it violated sections 73.3514(a) and 73.3527(e)(8) of the Rules and provides that Licensee make a civil penalty payment to the United States Treasury in the amount of eight thousand one hundred and fifty dollars (\$8,150) and implement a compliance plan to ensure future compliance. The Bureau agrees to terminate its investigation and all open forfeiture proceedings.⁴

¹ See 47 CFR § 73.3514(a).

² Id.

³ See 47 CFR § 73.3527(e)(8).

⁴ Prairie Public Broadcasting, Inc., Memorandum Opinion and Order and Notice of Apparent Liability for Forfeiture, 37 FCC Rcd 6622 (Vid. Div. Jun. 6, 2022) (finding Licensee liable for \$6000 for KBME-TV public file violations) (KBME NAL); Prairie Public Broadcasting, Inc., Memorandum Opinion and Order and Notice of Apparent Liability for Forfeiture, 37 FCC Rcd 6628 (Vid. Div. Jun. 6, 2022) (finding Licensee liable for \$9000 for KCGE-DT public file violations); Prairie Public Broadcasting, Inc., Memorandum Opinion and Order and Notice

(continued....)

3. After reviewing the terms of the Consent Decree, we find that the public interest will be served by its approval. Based on the record before us, we also conclude that grant of the Stations' renewal applications, as captioned above, are appropriate. In evaluating an application for license renewal, the Commission's decision is governed by section 309(k) of the Act.⁵ That section provides that if, upon consideration of the application and pleadings, we find that: (1) the station has served the public interest, convenience, and necessity; (2) there have been no serious violations of the Act or the Rules; and (3) there have been no other violations which, taken together, constitute a pattern of abuse, we are to grant the renewal application.⁶ If, however, the licensee fails to meet that standard, the Commission may deny the application—after notice and opportunity for a hearing under section 309(e) of the Act—or grant the application “on terms and conditions as are appropriate, including renewal for a term less than the maximum otherwise permitted.”⁷

4. As we concluded in the *NALs*,⁸ we find that the Licensee's violation of sections 73.3514(a) and 73.3527(e)(8) of the Rules does not constitute a “serious violation” warranting designation of the Applications for evidentiary hearing. Moreover, we find no evidence of violations that, when considered together, constitute a pattern of abuse.⁹ Further, based on our review of the Applications, we find that the Stations served the public interest, convenience, and necessity during the subject license term. We will therefore grant the Applications, consistent with the terms and conditions set forth in the Consent Decree.

5. **ACCORDINGLY, IT IS ORDERED** that, pursuant to sections 4(i), 4(j), and 503(b) of the Communications Act of 1934, as amended,¹⁰ and by the authority delegated by sections 0.61 and 0.283 of the Rules,¹¹ the Consent Decree attached hereto **IS ADOPTED** without change, addition, or modification.

6. **IT IS FURTHER ORDERED** that the investigation by the Media Bureau of the matters discussed above and the above captioned forfeiture proceedings **ARE TERMINATED**.

of Apparent Liability for Forfeiture, 37 FCC Rcd 6634 (Vid. Div. Jun. 6, 2022) (finding Licensee liable for \$6000 for KMDE public file violations); and *Prairie Public Broadcasting, Inc.*, Memorandum Opinion and Order and Notice of Apparent Liability for Forfeiture, 37 FCC Rcd 6639 (Vid. Div. Jun. 6, 2022) (finding Licensee liable for \$9000 for KSRE public file violations) (collectively, “*NALs*”).

⁵ 47 U.S.C. § 309(k).

⁶ 47 U.S.C. § 309(k)(1).

⁷ 47 U.S.C. §§ 309(k)(2), 309(k)(3).

⁸ See e.g., KBME NAL at 3, para. 10.

⁹ For example, we do not find here that the Licensee's Stations operation “was conducted in an exceedingly careless, inept and negligent manner and that the licensee is either incapable of correcting or unwilling to correct the operating deficiencies.” See *Heart of the Black Hills Stations*, Decision, 32 FCC 2d 196, 198, para. 6 (1971). Nor do we find on the record here that “the number, nature and extent” of the violations indicate that “the licensee cannot be relied upon to operate [the station] in the future in accordance with the requirements of its licenses and the Commission's Rules.” *Id.* at 200, paras. 10-11. See also *Center for Study and Application of Black Econ. Dev.*, Hearing Designation Order, 6 FCC Rcd 4622 (1991); *Calvary Educ. Broad. Network, Inc.*, Hearing Designation Order, 7 FCC Rcd 4037 (1992).

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

¹¹ 47 CFR §§ 0.61, 0.283.

7. **IT IS FURTHER ORDERED** that, pursuant to section 309(k) of the Communications Act of 1934, as amended,¹² the applications of Prairie Public Broadcasting, Inc. for renewal of licenses, as captioned above, shall be granted consistent with the terms and conditions of the Consent Decree.

8. **IT IS FURTHER ORDERED** that copies of this Order shall be sent, by First Class and Certified Mail, Return Receipt Requested, to Prairie Public Broadcasting, Inc., PO Box 3240, Fargo, ND 58108 and by electronic mail to jharris@prairiepublic.org. A copy shall also be sent to Licensee's counsel, Derek Teslik, Esq., by electronic mail to dteslik@graymillerpersh.com.

FEDERAL COMMUNICATIONS COMMISSION

Holly Saurer
Chief
Media Bureau

¹² 47 U.S.C. § 309(k).

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| |) | 0000171022, and 0000171028 |

CONSENT DECREE

Adopted: April 11, 2024

Released: April 11, 2024

I. INTRODUCTION

1. The Media Bureau of the Federal Communications Commission (hereafter “Bureau,” as defined below) and Prairie Public Broadcasting, Inc. (hereafter “Licensee,” as defined below), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau’s investigation and forfeiture proceeding into the Licensee’s compliance with section 73.3514(a) of the Commission’s rules (hereafter “Rules,” as defined below), which requires licensee’s to provide all required information in an application, and section 73.3527(e)(8) of the Rules,¹³ which requires noncommercial educational stations to place quarterly issues/programs lists in their online public inspection file. To resolve these matters, the Licensee agrees to pay a civil penalty payment to the United States Treasury in the amount of eight thousand one hundred and fifty dollars (\$8,150) and implement a comprehensive Compliance Plan to ensure its future compliance with sections 73.3514(a) and 73.3527(e)(8) of the Rules. The Bureau agrees to terminate its investigation, and grant the Stations’ pending license renewal applications, subject to the terms and conditions set forth below.

II. DEFINITIONS

2. 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) “Applications” means applications of Prairie Public Broadcasting, Inc. for renewal of the television broadcast licenses for stations KBME-TV, Bismark, ND, LMS File No. 0000171009; KCGE-DT, Crookston, MN, LMS File No. 0000171015; KMDE(TV), Devils Lake, ND, LMS File No. 0000171030; KSRE(TV), Minot, ND, LMS File No. 0000171014; KWSE(TV), Williston, ND, LMS File No.. 0000171016; KJRE(TV), Ellendale, ND, LMS File No. 0000171022; KFME(TV), Fargo, ND, LMS File No.0000171028.
 - (d) “Bureau” means the Media Bureau of the Federal Communications Commission.

¹³ 47 CFR §§ 73.3514(a), 73.3527(e)(8).

- (e) “Content of Applications Rule” means 47 CFR § 73.3514(a).
- (f) “Commission” or “FCC” means the Federal Communications Commission and all of its bureaus and offices.
- (g) “Covered Employees” means all employees, volunteers, and agents of the Licensee, who are responsible for performing, supervising, overseeing, or managing activities related to the filing of timely issues/programs lists as required by the Issues and Programs Lists Rule and submitting applications as required by the Content of Applications Rule.
- (h) “Division” means the Media Bureau’s Video Division.
- (i) “Effective Date” means the date by which both the Bureau and the Licensee have signed the Consent Decree.
- (j) “Issues and Programs Lists Rule” means 47 CFR § 73.3527(e)(8).
- (k) “Investigation” means the Bureau’s examination of Licensee’s apparent violations of 47 CFR § 73.3527(e)(8).
- (l) “Licensee” or “Prairie” means Prairie Public Broadcasting, Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (m) “*NALs*” or “Forfeiture Proceeding” means, collectively, *Prairie Public Broadcasting, Inc.*, Memorandum Opinion and Order and Notice of Apparent Liability for Forfeiture, 37 FCC Rcd 6622 (Vid. Div. Jun. 6, 2022); *Prairie Public Broadcasting, Inc.*, Memorandum Opinion and Order and Notice of Apparent Liability for Forfeiture, 37 FCC Rcd 6628 (Vid. Div. Jun. 6, 2022); *Prairie Public Broadcasting, Inc.*, Memorandum Opinion and Order and Notice of Apparent Liability for Forfeiture, 37 FCC Rcd 6634 (Vid. Div. Jun. 6, 2022); and *Prairie Public Broadcasting, Inc.*, Memorandum Opinion and Order and Notice of Apparent Liability for Forfeiture, 37 FCC Rcd 6639 (Vid. Div. Jun. 6, 2022).
- (n) “NCE” means noncommercial educational as defined by 47 CFR § 73.621.
- (o) “OPIF” means the respective station’s online public inspection file as defined by 47 CFR § 73.3527.
- (p) “Parties” means the Licensee and the Bureau, each of which is a “Party.”
- (q) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (r) “Stations” means collectively KBME-TV, Bismark, ND (KBME); KCGE-DT, Crookston, MN (KCGE); KMDE(TV), Devils Lake, ND (KMDE); KSRE(TV), Minot, ND (KSRE); KWSE(TV), Williston, ND (KWSE); KJRE(TV), Ellendale, ND (KJRE); and KFME(TV), Fargo, ND (KFME).

III. BACKGROUND

3. On November 23, 2021, the Licensee filed the Applications. In its application to renew the license of KMDE, the Licensee disclosed that it failed to timely file the issues/programs list for the first quarter of 2020.¹⁴ However, a Division staff review identified an additional ten untimely filed issues/programs lists in KMDE’s OPIF. In total, KMDE’s OPIF included three issues/programs lists that were filed under one month late, four issues/programs lists filed between one month and one year late,

¹⁴ Application of Prairie Public Broadcasting, Inc. for Renewal of License, LMS File No. 0000171030 (filed Nov. 23, 2021) at Attachment KMDE FCC Public File Addendum Nov. 2021.

and four issues/programs lists filed over one year late. Division staff also identified late issues/programs lists in the OPIFs of the six other stations licensed to Prairie, none of which were disclosed in the station's respective license renewal application.

- KBME's OPIF included three issues/programs lists that were filed under one month late, four issues/programs lists that were filed between one month and one year late, and three issues/programs lists that were filed over one year late.
- KSRE's OPIF included four issues/programs lists that were filed under one month late, three issues/programs lists that were filed between one month and one year late, and four issues/programs lists that were filed over one year late.
- KCGE's OPIF included four issues/programs lists that were filed under one month late, three issues/programs lists that were filed between one month and one year late, and four issues/programs lists that were filed over one year late.
- KWSE's OPIF included four issues/programs lists that were filed under one month late, three issues/programs lists that were filed between one month and one year late, and four issues/programs lists that were filed over one year late.
- KJRE's OPIF included five issues/programs lists that were filed under one month late, three issues/programs lists that were filed between one month and one year late, and four issues/programs lists that were filed over one year late.
- KFME's OPIF included five issues/programs lists that were filed under one month late, three issues/programs lists that were filed between one month and one year late, and four issues/programs lists that were filed over one year late.

4. Section 73.3514(a) of the Rules provides that "[e]ach application shall include all information called for by the particular form on which the application is required to be filed."¹⁵ The question entitled Online Public Inspection File of the license renewal application requires the licensee to certify that during the license term it has placed all documents required by section 73.3527 of the Rules into the station's OPIF when required.

5. Section 73.3527(e)(8) of the Rules requires every NCE television licensee to place in its OPIF, on a quarterly basis, an issues/programs list that details programs that have provided the station's most significant treatment of community issues during the preceding three month period and must include a brief narrative of the issues addressed, as well as the time, date, duration, and title of each program in which the issues were treated.¹⁶ Issues/programs lists must be placed in the station's OPIF by the tenth day of the succeeding calendar quarter and copies must be retained until final action on the station's next license renewal application.¹⁷

6. On June 6, 2022, the Division released the *NALs*. In the *NALs*, the Division found KBME liable for \$6,000, KSRE liable for \$9,000, KCGE liable for \$9,000, and KMDE liable for \$6,000. Upon issuance of the *NALs*, the Licensee's counsel contacted Division staff to inquire about entering into a consent decree to resolve the public file deficiencies for the *NALs*, as well as other Stations for which notices of apparent liability for forfeiture had not yet been released, but had similar OPIF violations

¹⁵ 47 CFR § 73.3514(a).

¹⁶ 47 CFR § 73.3527(e)(8).

¹⁷ *Id.*

(KJRE and KFME).¹⁸ The Licensee also filed a joint request for additional time to respond.¹⁹ In the Request, the Licensee indicated that the late filings were the result of errors made by station personnel.²⁰ We note that “employee acts or omissions, such as clerical errors in failing to file required forms, do not excuse violations”²¹ and Licensees are responsible for the errors or oversights of their employees.²²

7. The Licensee also indicated to Division staff via phone conversations that the reason for the extent of violations was the unique nature of the Licensee’s network of NCE stations, all of which air the same content,²³ and as a result, the same late filing would often occur in multiple stations’ OPIFs. This is consistent with the review of the OPIFs by Division staff, which found that across the stations, the late filed issues/programs lists were generally for the same quarters, and the late filings were submitted on the same day.

8. In consideration of the unique facts and nature of the Stations in this case, the Licensee’s history of compliance, and the Licensee’s agreement to pay a civil penalty and implement a compliance plan, the Bureau has negotiated the terms of this Consent Decree with the Licensee that terminates the Investigation, resolves the Forfeiture Proceedings, and grants the Applications, subject to the terms and conditions set forth below. The Licensee has agreed to pay a civil penalty of Eight Thousand One Hundred and Fifty Dollars (\$8,150) to the U.S. Treasury and maintain a Compliance Plan designed to ensure its future compliance with the Issues and Programs List Rule and Content of Applications Rule.

IV. TERMS OF AGREEMENT

9. **Adopting Order.** The Parties agree that the provisions of this Consent Decree shall be incorporated by reference by the Bureau in an Adopting Order without change, addition, deletion, or modification.

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

11. **Effective Date.** The Parties agree that this Consent Decree shall become effective on the Effective Date. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

12. **Violations.** The Parties agree that any violation of the Adopting Order or the terms of this Consent Decree, in whole or in part, shall constitute a separate violation of a Commission order, entitling the Commission, or its delegated authority to exercise any rights and remedies attendant to the

¹⁸ For two other of the Licensee’s stations, KDSE(TV), Dickinson, ND (KDSE) and KGFE(TV), Grand Forks, ND (KGFE), Division staff also identified late issues/programs lists, however the extent and nature of those late filings were deemed *de minimis* and did not warrant an NAL. As such, the renewal applications for KGFE and KDSE were granted on April 11, 2022. See Applications of Prairie Public Broadcasting, Inc. for Renewal of License, LMS File Nos. 0000171018 and 0000171023.

¹⁹ Prairie Public Broadcasting, Inc. Request for Additional Time to Respond (dated July 5, 2022) (Request).

²⁰ Request at 2.

²¹ *Standard Comm’cns Corp.*, Memorandum Opinion and Order, 1 FCC Rcd 358, 358, para. 4 (1986); See also, *Southern California*, 6 FCC Rcd at 4387, para. 3 (stating that “inadvertence... is at best, ignorance of the law, which the Commission does not consider a mitigating circumstance”).

²² *Heidelberg Coll.*, 24 F.C.C. Rcd 11923, 11924–25 (2009) (quoting *Eure Family Limited Partnership*, Memorandum Opinion and Order, 17 FCC Rcd 21861, 21863–64 (2002)) (“Moreover, the Commission has long held that ‘licensees are responsible for the acts and omission of their employees and independent contractors,’ and has consistently ‘refused to excuse licensees from forfeiture penalties where the actions of employees or independent contractors have resulted in violations.’”).

²³ The Stations serve North Dakota and a portion of Minnesota.

enforcement of a Commission order.

13. **Admission of Liability.** The Licensee admits, for the purpose of this Consent Decree and for Commission civil enforcement purposes, that its actions described in Paragraphs 3 to 7 were willful and repeated violations of the Issues and Programs Lists Rule and Content of Applications Rule. By entering into this Consent Decree, the Licensee makes no other admission of liability of any Communications Law, and the Bureau makes no finding of any other liability or violation.

14. **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 and Forfeiture Proceeding and to take the actions specified in Paragraph 15. The Bureau also agrees it shall take no further action to enforce the *NALs* issued as part of the Forfeiture Proceeding. In consideration for the termination of the Investigation and Forfeiture Proceeding, Licensee agrees to the terms, conditions, and procedures contained herein, including the actions specified in Paragraphs 17, 20, and 21.

15. The Bureau further agrees that, in the absence of new material evidence, that it will not use the facts developed in the Investigation or Forfeiture Proceedings, through the Effective Date, or the existence of this Consent Decree, to institute, on its own motion or in response to any petition to deny or other third-party objection, any new proceeding, formal or informal, or take any action on its own motion against the Licensee concerning the matters that were the subject of the Investigation or Forfeiture Proceedings. The Bureau also agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation or Forfeiture Proceedings through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or to set for hearing the question of the Licensee's basic qualifications to be a Commission licensee or to hold Commission licenses or authorizations.²⁴ However, in the event of any future violations by the Licensee, the Commission or its delegated entity may consider the Licensee's admission in this Consent Decree as a basis for considering its history of compliance with the Rules in order to determine an appropriate forfeiture amount.²⁵

16. **Subsequent Investigations.** This Consent Decree shall not prevent the Commission or its delegated authority from investigating new evidence of noncompliance by the Licensee with the Rules or Act or from adjudicating complaints or other adjudicatory pleadings filed by third parties against the Licensee for alleged violations of the Communications Laws or for any alleged misconduct, regardless of when such misconduct took place. Further, except as expressly provided herein, the Licensee acknowledges that the Commission and its delegated authority (including the Bureau) retains the discretion and authority to propose sanctions against the Licensee, including the issuance of notices of apparent liability for forfeitures, for any apparent willful and/or repeated violation by the Licensee of the Rules or Act. The Commission's adjudication of any complaints or potential will be based solely on the record developed in subsequent proceedings.

17. **Civil Penalty.** The Licensee agrees to make a civil penalty payment to the United States Treasury in the amount of Eight Thousand One Hundred and Fifty Dollars (\$8,150) within thirty (30) calendar days after the Effective Date. It also acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a "Claim" or "Debt" as defined in section 3701(b)(1) of

²⁴ See 47 CFR § 1.93(b).

²⁵ The Commission may adjust its base forfeiture amount upward or downward by considering the factors enumerated in section 503(b)(2)(E) of the Act, including "the nature, circumstances, extent and gravity of the violation, and, with respect to the violator, the degree of culpability, any history of prior offenses, ability to pay, and such other matters as justice may require." 47 U.S.C. § 503(b)(2)(E). See *Forfeiture Policy Statement and Amendment of Section 1.80 of the Rules to Incorporate the Forfeiture Guidelines*, Report and Order, 12 FCC Rcd 17087 (1997), *recon. denied*, 15 FCC Rcd 303 (1999); 47 CFR § 1.80(b), paragraph (b)(10), Table 1 and Table 3.

the Debt Collection Improvement Act of 1996.²⁶ **The Licensee shall send electronic notification of payment to Andrew Manley at Andrew.Manley@fcc.gov on the date payment is made.** Payment of the forfeiture must be made by credit card, ACH (Automated Clearing House) debit from a bank account using CORES (the Commission's online payment system),²⁷ or by wire transfer. Payment should be made, in its entirety, under NAL account numbers 202441420005. Payments by check or money order are no longer accepted. Below are instructions that the Licensee should follow based on the form of payment selected:²⁸

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed FCC Form 159 must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to RROGWireFaxes@fcc.gov on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 may result in payment not being recognized as having been received. When completing FCC Form 159, enter the Account Number in block number 23A (202441420005), enter the letters "FORF" in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).²⁹ For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.
- Payment by credit card must be made by using the Commission's Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select "Manage Existing FRNs | FRN Financial | Bills & Fees" from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the "Open Bills" tab and find the bill number associated with the NAL/Acct. No. The bill number is the NAL Acct. No. (e.g., NAL/Acct. No. 202441420005 would be associated with FCC Bill Number 202441420005. After selecting the bill for payment, choose the "Pay by Credit Card" option. Please note that there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using the Commission's Registration System (CORES) at <https://apps.fcc.gov/cores/paymentFrnLogin.do>. To pay by ACH, log in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select "Manage Existing FRNs | FRN Financial | Bills & Fees" on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the "Open Bills" tab and find the bill number associated with the NAL/Acct. No. The bill number is the NAL/Acct. No. (e.g., NAL/Acct. No. 202441420005 would be associated with FCC Bill Number 202441420005. Finally, choose the "Pay from Bank Account" option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

18. **Event of Default.** The Parties agree that an Event of Default shall occur upon the failure by Licensee to pay the full amount of the Civil Penalty on or before the due date specified in Paragraph 17. After an Event of Default has occurred under this Consent Decree, the unpaid amount of the Civil Penalty shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of

²⁶ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

²⁷ Payments made using CORES do not require the submission of an FCC Form 159.

²⁸ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at ARINQUIRIES@fcc.gov.

²⁹ Instructions for completing the form may be obtained at <https://www.fcc.gov/Forms/Form159/159.pdf>.

Default plus 4.75%, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the Civil Penalty, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys' fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by the Licensee.

19. **Grant of Applications.** In the Adopting Order, the Bureau has determined that grant of the Applications is in the public interest, convenience, and necessity, and consistent with section 309(k) of the Act. The Bureau agrees to grant the Applications, for a full license term of eight years from the prior license expiration date, once the following conditions have been met: (1) the Licensee has fully and timely satisfied its obligation to comply with Paragraph 17 of this Consent Decree and (2) there are no other issues that would preclude the grant of the Application.

20. **Compliance Plan.** For purposes of settling the matters set forth herein, the Licensee agrees that it shall, within 60 calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the Issues and Programs Lists Rule, the Content of Applications Rule, and the terms and conditions of this Consent Decree. The Compliance Plan shall apply to all classes of television stations owned by the Licensee. The Compliance Plan shall contain, at a minimum, the following elements:

- (a) **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, the Licensee shall designate a person employed (on a full, part-time or contract basis) to serve as a Compliance Officer and to discharge the duties set forth below. The Compliance Officer must be provided all necessary corporate and organizational authority to ensure they are able to discharge their duties. The Compliance Officer shall report directly to the Licensee's President (or equivalent senior officer/owner) on a regular basis, and shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that the Licensee complies with the terms and conditions of the Compliance Plan and this Consent Decree. The Compliance Officer shall have specific knowledge of the Issues and Programs Lists Rule and Content of Applications Rule prior to assuming his/her duties.
- (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 Officer may distribute a Compliance Manual that they have personally prepared or one that has been prepared by a third party, such as a trade association or a law firm. The Compliance Manual shall:
 - i. thoroughly explain the requirements embodied in the Issues and Programs Lists Rule and Content of Applications Rule;
 - ii. establish Operating Procedures that Covered Employees must follow to help ensure the Licensee's compliance with the Issues and Programs Lists Rule and Content of Applications Rule. The Operating Procedures shall include internal procedures and policies specifically designed to ensure that the Licensee's stations upload all required information to their online public inspection files in a timely manner and otherwise maintain full, complete, and up to date information therein. The Operating Procedures shall also include a compliance checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Issues and Programs Lists Rule and Content of Applications Rule; and
 - iii. be reviewed at least every six months by the Compliance Officer and revised as necessary to ensure that the information set forth therein remains current, complete, accurate, and effective. The Licensee shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.

- (c) **Compliance Training Program.** The Licensee shall establish and implement a Compliance Training Program on compliance with the Issues and Programs Lists Rule, Content of Applications Rule, and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of the Licensee's obligation to report any noncompliance with the Issues and Programs Lists Rule and Content of Applications Rule, and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall receive initial training under the Compliance Training Program within ninety (90) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after such initial training is provided shall receive training under the Compliance Training Program within thirty (30) calendar days after the date they become a Covered Employee. The Licensee shall provide the Compliance Training Program to all Covered Employees on at least an annual basis, and it shall review and revise the Compliance Training Program, as necessary, to ensure that it remains current, complete, and effective.
- (d) **Compliance Report.** The Licensee shall submit a Compliance Report to the Bureau one year after the Effective Date and within five business days following the Termination Date. The Compliance Report shall contain a certification as to whether over the past year the Licensee complied with the Online Public Inspection File Rule and the requirements of Paragraphs 20 and 21 of this Consent Decree. The Compliance Report shall also disclose each instance non-compliance not previously reported to the Bureau under Paragraph 21. For each such instance of material noncompliance the Compliance Officer must explain (i) the steps that the Licensee has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken, and (ii) the steps that have or will be taken to prevent the recurrence of any such noncompliance, including the schedule on which such preventative action will be taken. The Compliance Officer's certification must comply with section 1.16 of the Rules and be subscribed to as true under penalty of perjury.³⁰ The Bureau may, within its sole discretion, require the Licensee to submit documentation or material that supports the certification being provided by the Compliance Officer. The compliance report shall be submitted to Division staff as follows: Andrew Manley at Andrew.Manley@fcc.gov and David Brown at David.Brown@fcc.gov.

21. **Reporting Noncompliance.** The Licensee shall report any instance of noncompliance with the Issues and Programs Lists Rule, Content of Applications Rule, or any instance of noncompliance with any applicable terms and conditions of this Consent Decree (i.e., Paragraph 20) within 10 calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each such instance of noncompliance; (ii) the steps that the Licensee has or will take to remedy such noncompliance, including the schedule on which such actions will be taken; and (iii) the steps that the Licensee has or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventative action will be taken. All reports of noncompliance shall be submitted to Division staff as follows: Andrew Manley at Andrew.Manley@fcc.gov and David Brown at David.Brown@fcc.gov.

22. **Termination Date.** The obligations to which the Licensee is subject pursuant to this Consent Decree shall terminate two years after the Effective Date, provided the Bureau is satisfied that the Licensee has demonstrated substantial compliance with its obligations. If the Bureau is not satisfied that the Licensee has demonstrated substantial compliance with its obligations, the Bureau may, within its sole discretion and authority, extend the termination date of this Consent Decree for up to an additional twenty-four (24) months.

23. **Waivers.** As of the Effective Date, the Licensee waives any and all rights it may have to

³⁰ 47 CFR § 1.16.

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. The Licensee 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 Consent Decree or Adopting Order, neither the Licensee nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and the Licensee shall waive any statutory right to a trial *de novo*. The Licensee hereby agrees to waive any claims it may have under the Equal Access to Justice Act³¹ relating to the matters addressed in this Consent Decree.

24. **Severability**. The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

25. **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.

26. **Subsequent Rule or Order**. The Parties agree that if any provision of this 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 the Licensee does not expressly consent) that provision will be superseded by such Rule or Order.

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

28. **Final Settlement**. The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation.

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

30. **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.

31. **Authorized Representative**. Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

32. **Counterparts**. This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and

³¹ See 5 U.S.C. § 504; 47 CFR §§ 1.1501-1.1530.

all of the counterparts together shall constitute one and the same fully executed instrument.

Holly Saurer
Chief
Media Bureau

Date

John E. Harris III
President & CEO
Prairie Public Broadcasting, Inc.

Date