

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	MX Group 79
)	
CALVARY CHAPEL IOWA)	File No. 0000166692
)	
EXTEND THE DREAM FOUNDATION)	File No. 0000167226
)	
FRIENDSHIP BAPTIST CHURCH)	File No. 0000167757
)	
For a New NCE FM Radio Station on Channel 210)	

To: Chief, Audio Division

JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT

Calvary Chapel Iowa (“CCI”), Extend the Dream Foundation (“EDF”), and Friendship Baptist Church (“FBC”), pursuant to Section 73.7003(d) of the Commission’s rules and the Commission’s *Memorandum Opinion and Order* released January 24, 2023 (the “*Order*”),¹ hereby jointly petition for approval of a universal settlement with respect to the above-captioned mutually exclusive applications for a new NCE FM radio station on Channel 210 in the State of Iowa – designated MX Group 79 in the Public Notice.

In the *Order*, the Commission tentatively selected the above-captioned applications filed by CCI (the “CCI Application”), EDF (the “EDF Application”), and FBC (the “FBC

¹ *Comparative Consideration of 34 Groups of Mutually Exclusive Applications for Permits to Construct New Noncommercial Educational FM Stations*, Memorandum Opinion and Order, FCC 23-5 (rel. Jan. 24, 2023) (“*Order*”).

Application”) to be awarded construction permits on a time-sharing basis, and dismissed all other applications in MX Group 79.²

To resolve the mutual exclusivity, the parties have agreed to a settlement whereby CCI will reimburse both EDF and FBC for an amount equivalent to their reasonable and prudent expenses, and both EDF and FBC will request dismissal of their respective applications contingent on the above-captioned application of CCI being granted. The parties’ agreement is reflected in the Settlement Agreement attached hereto as Exhibit 1 (the “Settlement Agreement”).³

Under the terms of the Settlement Agreement, the parties respectfully request that the Commission:

1. Grant this Joint Request for Approval of Settlement Agreement;
2. Approve the settlement as proposed herein and in the Settlement Agreement;
3. Grant the CCI Application;
4. Dismiss the EDF Application; and
5. Dismiss the FBC Application.

In accordance with Sections 73.7003(d) and 73.3525 of the Commission’s rules, the Settlement Agreement and Declarations attached hereto as Exhibit 2 demonstrate that (i) the proposed settlement will serve the public interest; (ii) no party has received any money or other consideration except that set out in the Settlement Agreement; and (iii) the Settlement Agreement

² Order ¶¶ 47-50, 121. The Order established a 30-day period for filing petitions to deny the parties’ above-captioned applications. The petition period ended on February 23, 2023. To the parties’ knowledge, no timely petitions were filed.

³ Pursuant to Section 73.7003(d) of the Commission’s rules, a settlement agreement may be filed “[a]t any time.” 47 C.F.R. § 73.7003(d).

sets out the exact nature of the consideration for each party. The Declarations of EDF and FBC certify that the value of the consideration they will receive pursuant to the Settlement Agreement does not exceed their legitimate and prudent expenses incurred in connection with their respective applications.

Approval of the proposed Settlement Agreement would serve the public interest in that it will conserve the resources of both the Commission and resolve the mutual exclusivity between the applications. As a result of this application, CCI will be able to construct a new full power NCE FM station to serve listeners in Cedar Rapids, Iowa.

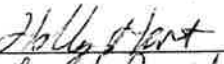
Accordingly, the parties respectfully request that this Joint Request be approved and that the above-captioned applications be acted upon as set forth herein.

Respectfully submitted,

CALVARY CHAPEL IOWA

By: 
Its: President

EXTEND THE DREAM FOUNDATION

By: 
Its: Robert Precit, Section Manager

FRIENDSHIP BAPTIST CHURCH


By: _____
Its: _____

Dated: March 1, 2023

Accordingly, the parties respectfully request that this Joint Request be approved and that the above-captioned applications be acted upon as set forth herein.

Respectfully submitted,

CALVARY CHAPEL IOWA

By: 
Its: President

EXTEND THE DREAM FOUNDATION

By: _____
Its: _____

FRIENDSHIP BAPTIST CHURCH

By: 
Its: President

Dated: March 1, 2023

EXHIBIT 1
SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into this 1st day of March, 2023, by and among Calvary Chapel Iowa ("CCI"), Extend the Dream Foundation ("EDF"), and Friendship Baptist Church ("FBC"). (CCI, EDF, and FBC may each be referred to individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, CCI has pending before the Federal Communications Commission ("FCC") an application for a construction permit for a new noncommercial educational FM radio station to operate on Channel 210 at Cedar Rapids, Iowa, bearing the LMS File Number 0000166692 (the "CCI Application");

WHEREAS, EDF has pending before the FCC an application for a construction permit for a new noncommercial educational FM radio station to operate on Channel 210 at Swisher, Iowa, bearing the LMS File Number 0000167226 (the "EDF Application");

WHEREAS, FBC has pending before the FCC an application for a construction permit for a new noncommercial educational FM radio station to operate on Channel 210 at Cedar Rapids, Iowa, bearing the LMS File Number 0000167757 (the "FBC Application" and, collectively with the CCI Application and the EDF Application, the "Applications");

WHEREAS, the Applications constitute a group of mutually exclusive applications ("MX Group 79") as identified in FCC *Memorandum Opinion and Order*, FCC 23-5, released January 24, 2023;

WHEREAS, CCI has agreed to reimburse EDF for its reasonable and prudent expenses incurred in the filing and prosecution of the EDF Application and, in exchange, EDF has agreed to cause the voluntary dismissal with prejudice of the EDF Application in exchange for that consideration; and

WHEREAS, CCI has agreed to reimburse FBC for its reasonable and prudent expenses incurred in the filing and prosecution of the FBC Application and, in exchange, FBC has agreed to cause the voluntary dismissal with prejudice of the FBC Application in exchange for that consideration; and

WHEREAS, the Parties believe that a settlement upon the terms set forth in this Agreement will serve the public interest in that it will resolve the pending proceeding before the Commission, and thereby speed the inauguration of a new noncommercial educational radio service to the Cedar Rapids, Iowa area.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, conditions, representations and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement hereby agree as follows:

1. **Removal of Conflict Between Applications.** As soon as possible, but in no event later than March 24, 2023, the Parties shall jointly file with the FCC the Joint Request (defined below) requesting dismissal of both the EDF Application and the FBC Application with prejudice, and the grant of the CCI Application.

2. **Consideration.**

(a) In consideration of EDF's dismissal of the EDF Application, CCI shall pay to EDF the amount approved by the FCC as the reasonable and prudent expenses of EDF in the preparation and prosecution of the EDF Application in an amount equal to Four Thousand Eight Hundred Dollars (\$4,800.00). Payment of such amount shall be made by CCI to EDF within five (5) business days after the date the grant of the CCI Application becomes a "Final Action" as defined in paragraph 4 below.

(b) In consideration of FBC's dismissal of the FBC Application, CCI shall pay to FBC the amount approved by the FCC as the reasonable and prudent expenses of FBC in the preparation and prosecution of the FBC Application in an amount equal to Four Thousand Eight Hundred Dollars (\$4,800.00). Payment of such amount shall be made by CCI to FBC within five (5) business days after the date the grant of the CCI Application becomes a "Final Action" as defined in paragraph 4 below.

3. **Request for FCC Consent to Settlement.** The Parties hereto shall file a Joint Request for Approval of Settlement Agreement (the "Joint Request") in the form of Exhibit A hereto, as required by Section 73.3525 of the Commission's rules, requesting that the FCC issue an order or orders: (i) granting the Joint Request; (ii) approving this Agreement; (iii) dismissing the EDF Application with prejudice; (iv) dismissing the FBC Application with prejudice; and (v) granting the CCI Application. The Parties shall in good faith pursue approval by the FCC of this Joint Request and shall cooperate fully with each other and with the FCC and take whatever additional action is necessary or appropriate to obtain FCC approval of, and to effectuate, this Agreement. The Parties agree that CCI may file one or more minor amendments to the CCI Application to accommodate the actions contemplated by this Agreement and/or to ensure compliance with the FCC's rules. No Party shall take any action adverse to such minor amendments, this Agreement or the Joint Request, and EDF and FBC shall take no action adverse to the grant of the CCI Application or any minor amendment thereto.

4. **Final Action.** The obligations of the Parties under this Agreement are expressly conditioned upon the FCC taking "Final Action" approving this Agreement in its entirety,

dismissing both the EDF Application and the FBC Application with prejudice, and granting the CCI Application. For purposes of this Agreement, any action of the FCC shall be a "Final Action" when the time for filing any requests for administrative or judicial review of such action, or for the FCC to reconsider such action on its own motion, has lapsed without any such filing or motion having been filed or, in the event of any such filing or motion, it shall have been disposed of in a manner so as not to affect the validity of the action taken and the time for seeking further administrative or judicial review with respect to the action shall have expired without any request for such further review having been filed.

5. **Authorization and Binding Obligation.** The Parties hereto represent to one another that they each have the power and authority to enter into and carry out this Agreement and that this Agreement constitutes a valid and binding obligation of each of them in accordance with its terms.

6. **Notices.** All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery, or on the first business day of attempted delivery by a courier service, or five (5) business days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a Party as shall be specified by like notice):

If to CCI:

Calvary Chapel Iowa
327 35th St NE
Cedar Rapids, IA 52402
Attention: Jeremy Higgins

If to EDF:

Extend the Dream Foundation
228 S1 Summit Street, C-6
Iowa City, IA 52240
Attention: Holly Hart

If to FBC:

Friendship Baptist Church
700 Boyson Rd NE
Cedar Rapids, IA 52402
Attention: Terry Hamilton

7. **Entire Agreement.** Except as otherwise set forth herein, this Agreement constitutes the entire understanding of the Parties, and no other consideration, action or forbearance is contemplated or relied upon by them. This Agreement may not be amended or modified except by a writing signed by each of the Parties to whom it pertains.

8. **Enforcement.** If any of the Parties engage in litigation arising out of this Agreement, the prevailing party or parties in such litigation shall be entitled to reasonable attorneys' fees and costs as shall be determined by the court. Each of the Parties recognizes that this Agreement confers a unique benefit, the loss of which cannot be compensated for through monetary damages. Thus, in the event of a breach of this Agreement, the Parties acknowledge that specific performance or other equitable relief would be an appropriate remedy, and agree to waive any defense that there is an adequate remedy at law for breach of this Agreement.

9. **Assignment and Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, all of the Parties hereto and their heirs, successors, executors, legal representatives and assigns, provided however that no Party may voluntarily assign this Agreement without the express written consent of each of the other Parties.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the rules and policies of the FCC, and the laws of the State of Iowa without application of conflicts of laws principles. Each of the Parties agrees to accept the jurisdiction of the courts of the State of Iowa for the resolution of any disputes under this Agreement.

11. **Headings.** The headings herein are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

12. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. Delivery of a manually or digitally executed signature page of this Agreement and/or transmission of such signature page by facsimile or in a .pdf or similar electronic file shall be effective as delivery of a manually executed counterpart hereof.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first set forth above.

CALVARY CHAPEL IOWA

By: Jhi
Its: President

EXTEND THE DREAM FOUNDATION

By: Shelly Hart
Its: Station Manager, Board President

FRIENDSHIP BAPTIST CHURCH

By: _____
Its: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first set forth above.

CALVARY CHAPEL IOWA

By: Jhi
Its: President

EXTEND THE DREAM FOUNDATION

By: _____
Its: _____

FRIENDSHIP BAPTIST CHURCH

By: Lerril L. Hamilton
Its: President

EXHIBIT 2
DECLARATIONS

DECLARATION

EXTEND THE DREAM FOUNDATION ("EDF") hereby declares as follows:

1. EDF is an applicant for a new noncommercial educational FM radio station to operate on Channel 210 in Swisher, Iowa (LMS File Number 0000167226) (the "EDF Application").
2. The EDF Application was not filed for the purpose of reaching or carrying out a settlement agreement.
3. Pursuant to the Settlement Agreement among Calvary Chapel Iowa ("CCI"), EDF, and Friendship Baptist Church ("FBC"), CCI has agreed to pay EDF the amount approved by the FCC as its reasonable and prudent expenses incurred in the filing and prosecution of the EDF Application, in an amount equal to Four Thousand Eight Hundred Dollars (\$4,800.00), as consideration for EDF's dismissal of the EDF Application. Neither EDF nor any of its principals has been promised or paid any other consideration in connection with the proposed settlement.
4. Approval of the Settlement Agreement among EDF, CCI, and FBC will serve the public interest by saving substantial time and resources of the parties and the FCC and by hastening the initiation of new noncommercial educational FM radio service to Cedar Rapids, Iowa.

I declare under penalty of perjury that the foregoing is true and correct. Executed on March 1, 2023.

EXTEND THE DREAM FOUNDATION

By:

Its:

Nolly Hart
Board President, Station Manager

DECLARATION

FRIENDSHIP BAPTIST CHURCH ("FBC") hereby declares as follows:

1. FBC is an applicant for a new noncommercial educational FM radio station to operate on Channel 210 in Cedar Rapids, Iowa (LMS File Number 0000167757) (the "FBC Application").
2. The FBC Application was not filed for the purpose of reaching or carrying out a settlement agreement.
3. Pursuant to the Settlement Agreement among Calvary Chapel Iowa ("CCI"), Extend the Dream Foundation ("EDF"), and FBC, CCI has agreed to pay FBC the amount approved by the FCC as its reasonable and prudent expenses incurred in the filing and prosecution of the FBC Application, in an amount equal to Four Thousand Eight Hundred Dollars (\$4,800.00), as consideration for FBC's dismissal of the FBC Application. Neither FBC nor any of its principals has been promised or paid any other consideration in connection with the proposed settlement.
4. Approval of the Settlement Agreement among EDF, CCI, and FBC will serve the public interest by saving substantial time and resources of the parties and the FCC and by hastening the initiation of new noncommercial educational FM radio service to Cedar Rapids, Iowa.

I declare under penalty of perjury that the foregoing is true and correct. Executed on March 1, 2023.

FRIENDSHIP BAPTIST CHURCH

By: Lerril L. Hamilton
Its: President

DECLARATION

CALVARY CHAPEL IOWA ("CCI") hereby declares as follows:

1. CCI is an applicant for a new noncommercial educational FM radio station to operate on Channel 210 in Cedar Rapids, Iowa (LMS File Number 0000166692) (the "CCI Application"). Extend the Dream Foundation ("EDF") is a mutually exclusive applicant for a new noncommercial educational FM radio station to operate on Channel 210 in Swisher, Iowa (LMS File Number 0000167226) (the "EDF Application"). Friendship Baptist Church ("FBC") is a mutually exclusive applicant for a new noncommercial educational FM radio station to operate on Channel 210 in Cedar Rapids, Iowa (LMS File Number 0000167757) (the "FBC Application").
2. The CCI Application was not filed for the purpose of reaching or carrying out a settlement agreement.
3. Pursuant to the Settlement Agreement among CCI, EDF, and FBC, CCI has agreed to pay to EDF the amount approved by the FCC as its reasonable and prudent expenses incurred in the filing and prosecution of the EDF Application, in an amount equal to Four Thousand Eight Hundred Dollars (\$4,800.00), as consideration for EDF's dismissal of the EDF Application. Neither CCI nor any of its principals has promised or paid to EDF any other consideration in connection with the proposed settlement.
4. Pursuant to the Settlement Agreement among CCI, EDF, and FBC, CCI has agreed to pay to FBC the amount approved by the FCC as its reasonable and prudent expenses incurred in the filing and prosecution of the FBC Application, in an amount equal to Four Thousand Eight Hundred Dollars (\$4,800.00), as consideration for FBC's dismissal of the FBC Application. Neither CCI nor any of its principals has promised or paid to FBC any other consideration in connection with the proposed settlement.
5. Approval of the Settlement Agreement among EDF, CCI, and FBC will serve the public interest by saving substantial time and resources of the parties and the FCC and by hastening the initiation of new noncommercial educational FM radio service to Cedar Rapids, Iowa.

I declare under penalty of perjury that the foregoing is true and correct. Executed on March 1, 2023.

CALVARY CHAPEL IOWA

By: _____

Its: _____