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November 30, 2000

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

VIA HAND DELIVERY

Thomas Sugrue
Chief, Wireless Telecommunications Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Ex Parte Presentation

Re: Extension of Mandatory Negotiation Period
PR Docket 93-144

Dear Tom:

The purpose of this letter is to confirm the Bureau's intentions regarding the Public Notice (DA 00-2672) released in the above-captioned proceeding on November 27, 2000. The Public Notice extends for 90 days the Mandatory Negotiation Period for the relocation of incumbent licensees in the 800 MHz band. It is our understanding that the extension does not apply to negotiations that were not suspended or otherwise delayed pending Auctions 34 or 36, and that the Mandatory Negotiation Period for those negotiations will expire on December 4, 2000, as scheduled by the Commission two years ago.

As you know, Tom, this Public Notice was issued by the Bureau at the request of Nextel Communications, Inc. ("Nextel") without benefit of public comment or any other type of input by affected incumbent licensees. In the Public Notice, the Bureau states that Nextel requested the extension of the one year Mandatory Negotiation Period because Nextel and certain incumbent licensees who were participants in Auctions 34 and 36 refrained from initiating or continuing ongoing negotiations in light of the Commission's anti-collusion rules. As a result, Nextel complained that EA licensees and incumbent licensees participating in the auctions have lost negotiating time and may be unable to complete their negotiations by the December 4, 2000, expiration date of the Mandatory Negotiation Period. Nextel requested that the Bureau extend

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the Mandatory Negotiation Period for the time that the parties could not negotiate due to these auctions, or, at a minimum, 90 days.

In response to Nextel's request, the Bureau extended the Mandatory Negotiation Period for another 90 days, until March 5, 2001. In so doing, the Bureau stated that it was taking this action "in order to give EA licensees and incumbents who have suspended relocation negotiations during the pendency of Auctions 34 and 36 a reasonable opportunity to resume and conclude such negotiations before the mandatory negotiation period expires." Public Notice, DA 00-2672, p.1.

We represent an incumbent licensee who has actively engaged in negotiations with Nextel throughout both the Voluntary and Mandatory Negotiation Periods. Nextel and our client never suspended their negotiations during the pendency of any auctions. Indeed, Nextel requested that our client execute (and he did execute) an agreement with Nextel to the effect that he did not intend to and would not participate in these auctions. On that basis, Nextel and our client continued their negotiations straight through the auctions.

In total, our client has spent nearly two years in a good faith but unproductive effort to reach a negotiated resolution with Nextel for the relocation of his system. On the other hand, Nextel, in our view, has not similarly negotiated in good faith with our client but at the last minute reneged on key commitments of its chief negotiator. We intend to address in detail the issue of Nextel's "good faith" in response to Nextel's recent Petition for a Declaratory Ruling concerning the good faith requirements that should be applicable to incumbent licensees during the Mandatory Negotiation Period (DA-00-2694, released November 29, 2000).

Meanwhile, in light of the explicit purpose articulated in the Bureau's Public Notice -- to extend the Mandatory Negotiation Period for those negotiations stalled by the auctions -- it is our understanding that the extension will not apply to those incumbent licensees whose negotiations with EA licensees were not in any way delayed or otherwise impeded by the auctions.

Of course, EA licensees and incumbent licensees remain free to continue with negotiations during the Involuntary Relocation Period. However, it would be patently unfair for the Bureau to impose at Nextel's sole request -- without even soliciting public comment beforehand -- an obligation on our client to continue negotiating with Nextel on a mandatory basis for yet another three months.

Our client already has negotiated with Nextel for two years. He operates a small business. These negotiations with Nextel have consumed a disproportionate amount of his time, energy and resources, at no little expense and inconvenience to him. He should be under no new FCC

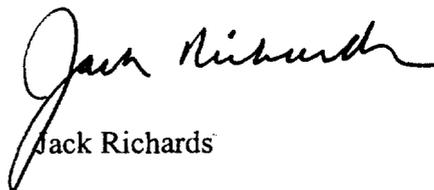
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compulsion to negotiate for yet another three months just because other negotiations were held up due to the auction.

I trust the Bureau shares this view. If not, I would appreciate your prompt response.

Sincerely,



Jack Richards

CERTIFICATE OF SERVICE

I, Andrea P. Parker, do hereby certify that on this 30 day of November, 2000, I have caused a copy of the foregoing "Ex Parte Presentation" in PR Docket No. 93-144 to be served by hand delivery upon the persons listed below.



Andrea D. Parker

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