§ 90.683 EA-based SMR system operations.

(a) EA-based licensees authorized in the 809–824/854–869 MHz band pursuant to §90.681 may construct and operate base stations using any of the base station frequencies identified in their spectrum block anywhere within their authorized EA, provided that:

* * * * *

39. Paragraphs (a) and (b) of Section 90.685 are amended to reflect the portion of the band where EA-based SMR systems may occupy after band reconfiguration. References to EA Block D are also removed since this block will no longer exist after band reconfiguration.

§ 90.685 Authorization, construction and implementation of EA licenses.

(a) EA licenses in the 809–824/854–869 MHz band will be issued for a term not to exceed ten years. Additionally, EA licensees generally will be afforded a renewal expectancy only for those stations put into service after August 10, 1996.

(b) EA licensees in the 809–824/854–869 MHz band must, within three years of the grant of their initial license, construct and place into operation a sufficient number of base stations to provide coverage to at least one-third of the population of its EA-based service area. Further, each EA licensee must provide coverage to at least two-thirds of the population of the EA-based service area within five years of the grant of their initial license. Alternatively, EA licensees in Channel blocks G through V in the 809–824/854–869 MHz band must provide substantial service to their markets within five years of the grant of their initial license. Substantial service shall be defined as: "Service which is sound, favorable, and substantially above a level of mediocre service."

* * * * *

40. Section 90.687 is updated to reflect the portion of the band where incumbent SMR licensees may remain after band reconfiguration. Cross references are also updated.

§ 90.687 Special provisions regarding assignments and transfers of authorizations for incumbent SMR licensees in the 809–824/854–869 MHz band.

An SMR license initially authorized on any of the channels listed in Table 4 and 5 of §90.617 of this part may transfer or assign its channel(s) to another entity subject to the provisions of §1.948 of this chapter and §90.609(b) of this part. If the proposed transferee or assignee is the EA licensee for the spectrum block to which the channel is allocated, such transfer or assignment presumptively will be deemed to be in the public interest. However, such presumption will be rebuttable.

* * * * *

41. Paragraphs (a), (c), and (d)(2) of Section 90.693 are updated to reflect the portion of the band where grandfathered licensees may remain after band reconfiguration. References to spectrum blocks which will no longer exist after band reconfiguration are also removed.

§ 90.693 Grandfathering provisions for incumbent licensees.

(a) *General provisions.* These provisions apply to "incumbent licensees," all 800 MHz licensees authorized in the 809–821/854–866 MHz band who obtained licenses or filed applications on or before December 15, 1995.

* * * * *

(c) *Special provisions for spectrum blocks G through V.* Incumbent licensees that have received the consent of all affected parties or a certified frequency coordinator to utilize an 18 dBμV/m signal strength interference contour shall have their service area defined by their originally-licensed 36 dBμV/m field strength contour and their interference contour shall be defined as their originally-licensed 18 dBμV/m field strength contour. The "originally-licensed" contour shall be calculated using the maximum ERP and the actual HAAT along each radial. Incumbent licensees seeking to utilize an 18 dBμV/m signal strength interference contour shall first seek to obtain the consent of affected co-channel incumbents. When the consent of a co-channel licensee is withheld, an incumbent licensee may submit to any certified frequency coordinator an engineering study showing that interference will not occur, together with proof that the incumbent licensee has sought consent. Incumbent licensees are permitted to add, remove or modify transmitter sites within their original 18 dBμV/m field strength contour without prior notification to the Commission so long as their original 18 dBμV/m field strength contour is not expanded and the station complies with the Commission's short-spacing criteria in §§90.621(b)(4) through 90.621(b)(6). Incumbent licensee protection extends only to its 36 dBμV/m signal strength contour. Pursuant to the minor modification notification procedure set forth in 1.947(b), the incumbent licensee must notify the Commission within 30 days of any changes in technical parameters or additional stations constructed that fall within the short-spacing criteria. See 47 CFR 90.621(b).

* * * * *

(d) * * *

(2) *Special Provisions for Spectrum Blocks G through V.* Incumbent licensees that have received the consent of all affected parties or a certified frequency coordinator to utilize an 18 dBμV/m signal strength interference contour operating at multiple sites may, after grant of EA licenses has been completed, exchange multiple site licenses for a single license. This single site license will authorize operations throughout the contiguous and overlapping 36 dBμV/m field strength contours of the multiple sites. Incumbents exercising this license exchange option must submit specific information on Form 601 for each of their external base sites after the close of the 800 SMR auction. The incumbent's geographic license area is defined by the contiguous and overlapping 18 dBμV/m contours of its constructed and operational external base stations and interior sites that are constructed within the construction period applicable to the incumbent. Once the geographic license is issued, facilities that are added within an incumbent's existing footprint and that are not subject to prior approval by the Commission will not be subject to construction requirements.

* * * * *

APPENDIX D: ENHANCED BEST PRACTICES

A. Introduction

1. Enhanced Best Practices have been an effective tool in the voluntary interference abatement efforts undertaken to date. The term Enhanced Best Practices has no precise definition but can be understood to mean all effective means of abating unacceptable interference other than "channel swaps" or wholesale reconfiguration of the band. The effort to develop Enhanced Best Practices began in 2000 when a team of ESMR and Cellular Telephone licensees, public safety organizations, private radio organizations, equipment manufacturers and others produced the Best Practices Guide. Those best practices have been added to and enhanced in the intervening years, leading us to characterize them today as Enhanced Best Practices. We commend those parties that urge that a new Enhanced Best Practices Guide be prepared to update the original document. Below, we discuss the principal techniques comprehended by Enhanced Best Practices and discuss their relative advantages and disadvantages as reflected by our analysis of the record.

B. Interference Abatement at the Cell Site

2. *Modification of Antenna Pattern, Height and Orientation.* Commenting parties have observed that the ESMR and Cellular Telephone licensees often employ cell antennas with significant minor lobes in their vertical patterns mounted at very low elevations—*e.g.*, twenty-five feet—and tilted down so that the main lobe of the antenna is directed "on the street," as opposed to the horizon.[836] Use of such antennas results in a very strong, *e.g.*, -25 dBm, signal in the immediate vicinity and creates high levels of OOBE and intermodulation interference to nearby public safety receivers. ESMR and Cellular Telephone interests claim that this "low-site" cell configuration is necessary to prevent a cell from interfering with nearby cells operating on the same frequency, *i.e.*, that the ESMR or Cellular Telephone operator uses low-site cell configuration in order to avoid interference internal to its own system and to improve in-building coverage from the cell.[837] However this low-site cell configuration also greatly increases the potential for the cell to cause interference to nearby public safety radios.[838] REMEC, an antenna manufacturer, contends that ESMR and Cellular Telephone licensees could substantially reduce interference if the vertical patterns of their antennas distributed R.F. energy evenly on the ground as a function of the distance from the cell site.[839] Use of such "smooth pattern" antennas is an Enhanced Best Practices that could contribute to abatement of unacceptable interference.

3. *Effective Radiated Power Limitation.* Several parties noted the correlation between the effective radiated power (ERP) of a cell and the level of interference that cell creates.[840] These parties contend that reducing ERP, either system wide or on a case-by-case basis, to levels as low as ten watts

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[836] *See* Undated Letter from Allen Rosenzweig, REMEC, Inc.; Motorola Comments at 20.

[837] *See Best Practices* Guide at 7, Technical Appendix to Island Cellular Comments at 7.

[838] *See* Nextel Oct. 31, 2003 *ex parte* submission at 9. *See also* Motorola Comments at 20; C&M Comments at 3.

[839] REMEC claims that antennas could generate these patterns by approximating a cosecant squared function. *See* Undated Letter from Allen Rosenzweig, REMEC, Inc.

[840] *See, e.g.*, Project 39, Interference to Public Safety 800 MHz Radio Systems, *Interim Report to the FCC*, December 24, 2001 at 12-21, *Best Practices* at 7-8; Motorola Comments at 20. *See also* Alltel, *et al.*, Comments at 14; Alltel, *et al.*, Reply Comments at 31; Delmarva P&L Reply Comments at 22.

would remedy intermodulation interference and, to a lesser extent, OOBE interference.[841] However, ESMR interests contend that significantly reducing ERP at a cell would impair subscriber service and necessitate constructing additional cells in a system to compensate for the reduced coverage of the system's other cells. This, they aver, would only serve to create additional interference in the vicinity of the new cells.[842]

4. ERP reduction can provide significant abatement of intermodulation interference because, for example, when third-order intermodulation interference occurs, a three dB reduction in intermodulation interference can be attained for every one dB reduction in the ERP of a contributing ESMR or Cellular Telephone channel.[843] However an across-the-board reduction of the ERP of ESMR or Cellular Telephone systems to ten watts would have serious consequences in the form of impaired ESMR or Cellular Telephone service in areas in which interference to public safety systems is not being caused; and because it would result in coverage "holes" in existing systems, which holes would have to be filled using additional cells which themselves could be a source of intermodulation or OOBE interference. Accordingly, in our accompanying *Report and Order* we decline to impose ERP limits, recognizing, however, that ESMR or Cellular Telephone carriers may well elect to reduce ERP as an Enhanced Best Practices to abate unacceptable interference occurring at particular cells during band reconfiguration and thereafter.

C. Limitation on Use of Low Sites

5. Low elevation of cell site antennas has been the reported cause of high on-the-street signal levels and several parties argue that licensees should increase antenna height to avoid unacceptable interference.[844] However, it is not the differential path length between high and low sites that causes the problem. For example, the path attenuation difference between a 200 foot antenna height and a 20 foot antenna height is negligible.[845] Instead, the low-site problem most frequently arises from two factors. First, all other things being equal, the vertical "main beam" of a low-site cell will fall closer to the cell than the main beam of a higher antenna,[846] as will minor lobes in the vertical pattern of the antenna. Second, ESMR and cellular licensees make widespread use of mechanical or electrical beam tilt which causes the vertical main beam of the antenna to fall directly "on the street" in the immediate vicinity of the cell.[847] This appears to be a design choice when localized building penetration is important or when the

[841] *Id.*

[842] *See* PSWN Comments at 18; Consensus Parties' Aug. 7 *Ex Parte* at 40-41.

[843] *See* Motorola Interference Technical Appendix to the Best Practices Guide at 11.

[844] *See, e.g.*, Project 39, Interference to Public Safety 800 MHz Radio Systems, *Interim Report to the FCC*, December 24, 2001 at 12-21, Best Practices Guide at 7-8, Motorola Comments at 20.

[845] For example, at a distance of 305 meters (1000) feet from a cell site, the free space loss for antennas mounted at 61 meters (200 feet) AGL and 6 meters (20 feet) AGL differs by only 0.17 dB, calculated as follows: The distance (D) over a straight line from a receiving antenna to the radiation center of the transmitting antenna is defined for particular heights (H) by $(D^2 + H^2)^{0.5}$. The path loss over the distance (D) is defined by $53.3 + 20 \log(D_{meters}) + 20 \log (F_{MHz})$.

[846] Thus, for example, given an antenna having a 10 degree 3 dB beamwidth, the main beam of the antenna will intersect the ground at 1134 feet from the cell when mounted on a 200 foot tower, but only at 113 feet from the cell when mounted on a 20 foot tower.

[847] *See* Motorola Interference Technical Appendix to Best Practices Guide at 11. *See also* Motorola Comments at 20.

wide coverage characteristic of high-site cells with little or any beam tilt—is either not required or would impair system subscriber capacity by limiting frequency reuse in nearby cells.[848] Thus, given this correlation between low-site cells, especially those with beam tilted antennas, and interference to public safety and other non-cellular radios in the vicinity of the cell it can be concluded that: (1) avoiding low-site cell configurations is an effective Enhanced Best Practice, albeit one that can limit subscriber capacity and building penetration; and (2) the low-site/high-site distinction is useful as one means of defining what constitutes a "cellular system" in the context of 800 MHz technology.[849]

D. Filtering of Cumulative OOBE Interference

6. Several parties have noted that a significant reduction in OOBE interference results when ESMR and Cellular Telephone licensees avoid the use of devices known as hybrid combiners. A combiner, as the name implies, feeds multiple transmitters into a single antenna. Hybrid combiners are not frequency-selective, and thus pass all frequencies fed into them. A cavity combiner, by comparison, uses frequency-selective resonant cavities which pass individual channels, but reject noise that falls outside those channels, *i.e.* OOBE.[850] Hybrid combiners are less expensive than cavity combiners and may be suitable in cases where OOBE is not likely to be a problem, *e.g.* in high-site cells or cells in which external filtering equipment is installed. The use of cavity combiners, alone or in combination with outboard filters is another useful Enhanced Best Practice available to ESMR and Cellular Telephone licensees. Use of cavity combiners and outboard filters is an Enhanced Best Practice that can be made proactive, rather than reactive; *e.g.* by integrating the devices into system design before unacceptable interference develops.

E. Cell Site Channel Selection.

7. Cells may be configured to avoid using channels that can cause intermodulation products to fall on specific public safety and other non-cellular 800 MHz channels. Changing channels was a remedy initially discussed in the *Best Practices Guide* and often has proven effective in addressing intermodulation interference to public safety systems.[851] However, the utility of the technique must be viewed against the fact that restricting channel selection can impair the subscriber capacity of the ESMR or Cellular Telephone system.[852] Moreover, since the channels used at cells change frequently, channel changes sometimes provide only a temporary solution to an interference problem, especially when the intermodulation product is produced by signals from both an ESMR cell and a Cellular Telephone cell. Moreover, as Cellular Telephone licensees convert from analog to digital technology—such as code division multiple access (CDMA)—it may no longer be possible to abate intermodulation interference by changing the channels in a cell or cells.[853]

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[848] *See Best Practices* Guide at 7, Island SMR Comments, Exhibit A at 7.

[849] Thus, we have decided to exclude systems using transmitting antennas 200 feet above ground level or higher from our definition of an 800 MHz cellular system. *See* Section VI.C.2.e *supra*.

[850] *See* UTC Comments at 19-20; Motient Comments at 4-5; Southern LINC Comments at 20.

[851] *See* Consensus Parties' Aug 7 *Ex Parte* at 23.

[852] *Id.*

[853] *See e.g.*, recent articles indicating that Nextel is testing CDMA technology in the 1.9 GHz band: http://phx.corporate-ir.net/phoenix.zhtml?c=63347&p=irol-newsArticle&t=Regular&id=492688&, http://www.flarion.com/newsroom/about_06_14a_02.html and Communications Daily Feb. 9, 2004 at 9.

F. Proper Operation of Cell Site Transmitters.

8. Motorola included proper operation of base stations as one of the interference mitigation techniques in its *Technical Toolbox*. ESMR and Cellular Telephone base station equipment can malfunction and cause increased interference, notably, excessive OOBE. Any attempt to abate interference through application of Enhanced Best Practices, or otherwise, should consider malfunction of base station transmitters as a possible interference culprit.

G. Increasing the strength of the affected non-cellular signal

9. Improving the signal strength of the desired signal is another Enhanced Best Practice that is frequently difficult to implement. It is clear that most public safety agencies lack the resources to make immediate coverage improvements to their systems. The funding cycle for public safety systems often is measured in multiples of years. It is likewise clear that where coverage improvements are needed most—in areas served by high density ESMR and cellular telephone systems—the requisite additional frequencies are less likely to be available. However, with the appropriate engineering design, otherwise intractable interference problems can sometimes be addressed by use of such technology as simulcasting and the use of signal boosters to provide "spot coverage" in areas affected by unacceptable interference.

10. Unacceptable interference is most frequently a function of the ratio of the desired (non-cellular) signal to the potentially interfering (ESMR or Cellular Telephone) signal. From a strictly technical standpoint, a licensee can achieve meaningful improvements in its signal strength by increasing the base station transmitter power, antenna gain or antenna elevation;[854] or by constructing additional base stations.[855] From a practical standpoint, however, there are several obstacles to improving signal strength; the most serious being cost and the availability of frequencies if base stations are added. A rule requiring licensees to place a minimum predicted service contour, *e.g.* 50 dBμV/m, over their desired coverage area has been advanced as an effective interference abatement Enhanced Best Practice. Under such a scheme stations would be protected against interference within that contour.[856] However, in many circumstances, this could require 800 MHz non-cellular licensees to increase power by a factor of ten or more; or to resort to constructing additional base stations. In the accompanying *Report and Order* substantially the same interference-protection goal has been reached by establishing the measured, rather than predicted, threshold signal level that a public safety signal must attain in areas in which unacceptable interference is encountered or predicted.

[854] *See Best Practices Guide* at 12.

[855] *Id.*

[856] *See* TIA Comments at 4.

APPENDIX E: ILLUSTRATIVE FORM OF LETTER OF CREDIT

[Subject to Issuing Bank Requirements]

No. _____

[Date of Issuance]

[Trustee]

[Address]

Ladies and Gentlemen:

We hereby establish, at the request and for the account of Nextel Communications, Inc., in your favor, as required under the [Report and Order and Fifth Report and Order and Fourth Memorandum Opinion and Order, and Order dated as of _____, 2004] issued by the Federal Communications Commission ("FCC") in the matter of Improving Public Safety Communications in the 800 MHz Band (the "Order"), our Irrevocable Letter of Credit No. _____, in the amount of $2,500,000,000 (Two Billion Five Hundred Million United States Dollars), expiring at the close of banking business at our office described in the following paragraph, on [the date which is five years from the date of issuance/ or the date which is one year from the date of issuance, provided the Issuing Bank includes an evergreen clause that provides for automatic renewal unless the Issuing Bank gives notice of non-renewal to the Trustee, with a copy to the FCC, at least sixty days but not more than ninety days prior to the expiry thereof], or such earlier date as the Letter of Credit is terminated by the Trustee (the "Expiration Date"). Capitalized terms used herein but not defined herein shall have the meanings accorded such terms in the Order.

Funds under this Letter of Credit are available to you against your draft in the form attached hereto as Annex A, drawn on our office described below, and referring thereon to the number of this Letter of Credit, accompanied by your written and completed certificate signed by you substantially in the form of Annex B-1 attached hereto and, if applicable, the Transition Administrator's written and completed certificate signed by the Transition Administrator substantially in the form of Annex B-2 attached hereto. Such draft and certificates shall be dated the date of presentation or an earlier date, which presentation shall be made at our office located at [BANK ADDRESS] and shall be effected either by personal delivery or delivery by a nationally recognized overnight delivery service. We hereby commit and agree to accept such presentation at such office, and if such presentation of documents appears on its face to comply with the terms and conditions of this Letter of Credit, on or prior to the Expiration Date, we will honor the same not later than the first banking day after presentation thereof in accordance with your payment instructions. Payment under this Letter of Credit shall be made by [check/wire transfer of Federal Reserve Bank of New York funds] to the payee and for the account you designate, in accordance with the instructions set forth in a draft presented in connection with a draw under this Letter of Credit.

Partial drawings are permitted under this Letter of Credit, and the amount of this Letter of Credit shall be reduced by each such partial draw hereunder.

This Letter of Credit shall be subject to automatic amendment by a decrease in the amount available hereunder to the amount specified in a Transition Administrator's certificate purportedly signed by the Transition administrator or, if not an individual, by two authorized representatives of the Transition Administrator, and countersigned by an authorized signatory of the FCC in the form attached as Annex C, which amendment shall automatically become effective upon receipt of such certificate.

This Letter of Credit shall be canceled and terminated upon receipt by us of the Transition Administrator's certificate purportedly signed by the Transition Administrator or, if not an individual, by two authorized representatives of the Transition Administrator, and in either case countersigned by an authorized signatory of the FCC in the form attached as Annex D.

This Letter of Credit is not transferable or assignable in whole or in part, except that this Letter of Credit may be assigned or transferred to any successor trustee succeeding you upon **[insert Issuing Bank's standard practice language, such as language regarding requirements for timely notification and supplemental documentation.]**

This Letter of Credit sets forth in full the undertaking of the Issuer, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except only the certificates and the drafts referred to herein and the ISP (as defined below); and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except for such certificates and such drafts and the ISP.

This Letter of Credit shall be subject to, governed by, and construed in accordance with, the International Standby Practices 1998, International Chamber of Commerce Publication No. 590 (the "ISP"), which is incorporated into the text of this Letter of Credit by this reference, and, to the extent not inconsistent therewith, the laws of the State of New York, including the Uniform Commercial Code as in effect in the State of New York. Communications with respect to this Letter of Credit shall be addressed to us at our address set forth below, specifically referring to the number of this Letter of Credit.

[NAME OF BANK]
[BANK SIGNATURE]

APPENDIX E–ANNEX A

Form of Draft

To: [Issuing Bank]

DRAWN ON LETTER OF CREDIT No: _____

AT SIGHT

PAY TO THE ORDER OF _____[insert name of Trustee] BY [CHECK/WIRE TRANSFER OF FEDERAL RESERVE BANK OF NEW YORK]

FUNDS TO: _____

_____

_____

Account (_____)

AS 800 MHz RELOCATION and TRANSITION PAYMENTS

[AMOUNT IN WORDS] DOLLARS AND NO/CENTS

$[AMOUNT IN NUMBERS]

[TRUSTEE]

By: _____

APPENDIX E–ANNEX B-1

Draw Certificate

The undersigned hereby certifies to [Name of Bank] (the "Bank"), with reference to (a) Irrevocable Standby Letter of Credit No. [Number] (the "Letter of Credit") issued by the Bank in favor of the [Trustee] and (b) [paragraph 332] of the [Report and Order and Fifth Report and Order and Fourth Memorandum Opinion and Order, and Order] dated as of _____, 2004] issued by the Federal Communications Commission in the matter of Improving Public Safety Communications in the 800 MHz Band (the "Order"), pursuant to which Nextel Communications, Inc. (the "LC Provider") has provided the Letter of Credit (all capitalized terms used herein but not defined herein having the meaning stated in the Order), that:

[i. The Transition Administrator has certified to the Trustee that pursuant to the Order, a payment in the amount of $_____ is appropriate to be made to the Trustee to hold in trust and disburse in payment of the expenses for _____, and further certifying that the Transition Administrator instructs the Trustee to make such payment via draw on Letter of Credit No. _____; and

ii. A copy of the signed certification referred to in clause (i) above and in the form of Annex B-2 to Letter of Credit No. _____, purportedly signed by or on behalf of the Transition Administrator is attached hereto.]

OR

[The FCC has certified to the Trustee that pursuant to the Order and the Commission's finding that Nextel is in material breach of the terms of the Order, the Trustee is entitled to receive payment of $_____ representing the remaining undrawn amount of Letter of Credit No. _____, to hold in trust and disburse in accordance with the terms of the Order.

OR

[The FCC has certified to the Trustee that given notice of non-renewal of Letter of Credit No. _____ and failure of the account party to obtain a satisfactory replacement thereof, pursuant to the Order, the Trustee is entitled to receive payment of $_____ representing the remaining amount of Letter of Credit No. _____, to hold in trust and disburse pursuant to the Order.]

IN WITNESS WHEREOF, the undersigned has executed this certificate as of [specify time of day] on the ____ day of _____, 200__.

[TRUSTEE]

By: _____
Name:
Title:

APPENDIX E–ANNEX B-2

Draw Certificate of Transition Administrator

The undersigned hereby certifies to the[Trustee] (the "Trustee"), with reference to [paragraph 332 of the [Report and Order and Fifth Report and Order and Fourth Memorandum Opinion and Order, and Order dated as of _____, 2004] issued by the Federal Communications Commission in the matter of Improving Public Safety Communications in the 800 MHz Band (the "Order"), pursuant to which Nextel Communications, Inc. (the "LC Provider") has provided the Letter of Credit (all capitalized terms used herein but not defined herein have the meaning stated in the Order), that:

i. _____[Name of licensee] is an 800 MHz licensee that has obtained a quotation for [estimated expenses/final expenses] in the amount of $ _____ in connection with transition from _____ [specify spectrum] to _____ [specify spectrum] which are appropriately reimbursable under the Order, and such amount is appropriately payable for relocation expenses on behalf of [Name of licensee], and **[either (i) there has been no dispute regarding the amount of such payment, or (ii) any dispute regarding the amount of such payment has been resolved in accordance with the Order],** and

ii. The undersigned has established and will maintain for [specify time period] a file containing documents and records that demonstrate with reasonable specificity according to industry *standards and [financial standards for expense documentation* or other standards or standards contained in the Order] conclusions stated in its certification in clause (i) above, and such file shall be available during regular business hours for inspection or audit by [who will audit (or specify auditors for) the Transition Administrator?]

Based on the foregoing, the Transition Administrator hereby directs the Trustee to draw on the Letter of Credit in the amount and for the benefit of the party specified in clause (i) above, payable as follows: [Insert Payment Instruction/payment instructions to follow in separate documentation]

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the ____ day of _____, 200__.

[TRANSITION ADMINISTRATOR]

[TWO SIGNATURES REQUIRED IF TRANSITION ADMINISTRATOR IS AN ENTITY; ONE SIGNATURE REQUIRED IF TRANSITION ADMINISTRATOR IS A NATURAL PERSON]

By: _____
Name:
Title:

[By: _____]
Name:
Title:

APPENDIX E–ANNEX C

Certificate Regarding Reduction of Letter of Credit

The undersigned hereby certifies to [Name of Bank] (the "Bank"), with reference to (a) Irrevocable Standby Letter of Credit No. [Number] (the "Letter of Credit") issued by the Bank in favor of the [trustee], and (b) [paragraph 332] of the [Report and Order and Fifth Report and Order and Fourth Memorandum Opinion and Order, and Order] dated as of _____, 2004] issued by the Federal Communications Commission ("FCC") in the matter of Improving Public Safety Communications in the 800 MHz Band (the "Order"), (all capitalized terms used herein but not defined herein having the meaning stated or described in the Order), that:

(1) the undersigned Transition Administrator has documented, pursuant to the Order, that the amount of the Letter of Credit (prior to adjustment as set forth in clause (2) below) exceeds the amount needed to ensure completion of band configuration; and

(2) the amount of the Letter of Credit shall be reduced to the amount equal to $_____ [_____Dollars].

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the ____ day of _____, 200_.

[TRANSITION ADMINISTRATOR]

[TWO SIGNATURES REQUIRED IF TRANSITION ADMINISTRATOR IS AN ENTITY; ONE SIGNATURE REQUIRED IF TRANSITION ADMINISTRATOR IS A NATURAL PERSON]

By: _____
Name:
Title:

[By: _____]
Name:
Title:

COUNTERSIGNED:

Federal Communications Commission

By: _____
Name:
Its Authorized Signatory

APPENDIX E–ANNEX D

Certificate Regarding Termination of Letter of Credit

The undersigned hereby certifies to [Name of Bank] (the "Bank"), with reference to (a) Irrevocable Standby Letter of Credit No. [Number] (the "Letter of Credit") issued by the Bank in favor of the [trustee], and (b) [paragraph 332] of the [Report and Order and Fifth Report and Order and Fourth Memorandum Opinion and Order, and Order] dated as of _____, 2004] issued by the Federal Communications Commission ("FCC") in the matter of Improving Public Safety Communications in the 800 MHz Band (the "Order"), (all capitalized terms used herein but not defined herein having the meaning stated or described in the Order), that:

(1) [include one of the following clauses, as applicable]

(a) The Order has been fulfilled in accordance with the provisions thereof;

(b) Nextel Communications, Inc. has paid to the appropriate parties all amounts it is required to pay pursuant to the terms of the Order; or

(c) Nextel Communications, Inc. has provided a replacement letter of credit satisfactory to the FCC.

(2) By reason of the event or circumstance described in paragraph (1) of this certificate, and effective upon the receipt by the Bank of this certificate (countersigned as set forth below), the Letter of Credit is terminated.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the ____ day of _____, 200_.

[TRANSITION ADMINISTRATOR]

[TWO SIGNATURES REQUIRED IF TRANSITION ADMINISTRATOR IS AN ENTITY; ONE SIGNATURE REQUIRED IF TRANSITION ADMINISTRATOR IS A NATURAL PERSON]

By: _____
Name:
Title:

[By: _____]
Name:
Title:

COUNTERSIGNED:

Federal Communications Commission

By: _____
Name:
Its Authorized Signatory

APPENDIX E–ANNEX E

Terms for Documents Establishing the 800 MHz Relocation Trust and the Relationship between Nextel and the Letter of Credit Trustee (the "Trustee")

Basic Terms related to the Establishment of the 800 MHz Relocation Trust. The Letter of Credit trustee (the "Trustee") shall incorporate language to fully effectuate the following summary terms into each item of documentation establishing (i) the trust to receive proceeds of the letter of credit contemplated by the Report and Order (the "800 MHz Relocation Trust") and (ii) the relationship between Nextel and the Trustee of said trust with respect thereto. Each such document shall be subject to Commission review and approval prior to execution.

- acknowledgment of purpose to effect the 800 MHz transition in support of public safety, and agreement to work in good faith with the other parties pursuant to the Report and Order
- representation and warranty by the Trustee that such entity (not an individual) meets the qualifications set forth in the Report and Order (e.g., independence and absence of conflicts of interest)
- designation of the Commission as an intended third-party beneficiary; no other party to be an intended third-party beneficiary
- definition of completion of the reconfiguration
- term—five years, or until the 800 MHz transition is complete, whichever is earlier
- successor Trustee requires approval of the Commission
- replacement of Trustee at Nextel's request—define "cause" and require showing of cause and 14 days advance notice to the parties and to the Commission
- election by Trustee to withdraw from arrangement—requires 14 days advance notice to the parties and to the Commission; may require ongoing monetary obligation or duty of Trustee, as applicable (for example, to support transition)
- change of control of Trustee—requires approval of Nextel (so long as Nextel is not then in Default under the Report and Order) and the Commission, which approval shall not be unreasonably withheld but which may be conditional
- notice procedure - specifies which notices shall be copied to the Commission

Terms Specific to the Establishment of the 800 MHz Relocation Trust. At the option of the Trustee, the following points may be covered in one or more agreements (for example, there may be a separate fee letter).

- corpus of trust to be proceeds of one or more LOCs issued for the account of Nextel pursuant to the Report and Order
- Trustee agrees to hold money as fiduciary for 800 MHz licensees and for the Commission; fiduciary obligations fulfilled via handling of funds according to standards

applied to corporate trustees, and via disbursement of funds pursuant to instructions issued by the Transition Administrator. The Trustee should be a fiduciary of the Transition Administrator

- specifies record-keeping obligations pursuant to the Report and Order
- specifies reporting obligations pursuant to the Report and Order
- specifies audit and inspection rights of Nextel and the Commission, including allocation of costs thereof
- specifies details concerning fees to be paid by Nextel to the Trustee
- specifies that the trust agreement may not be amended, modified or rescinded without approval of the Commission
- specifies that the corpus of the trust(s) shall be forfeit to the United States Treasury to the extent that Nextel fails to make any of the payments owed to the Treasury by the date specified in the Commission's Report and Order
- specifies additional terms of a customary nature for agreements establishing a corporate trust

Terms for Tri-Party Agreement among Nextel, the Transition Administrator and the Letter of Credit Trustee (the "Trustee")

Basic Terms. The Tri-Party Agreement among Nextel, the Transition Administrator (sometimes referred to herein as the "TA") and the Trustee shall incorporate language to fully effectuate the following summary terms and shall be subject to Commission review and approval prior to execution:

- acknowledgment of purpose to effect the 800 MHz transition in support of public safety, and agreement to work in good faith with the other parties pursuant to the Report and Order
- representation and warranty by each of the Transition Administrator and the Trustee that such person (individual or entity) meets the qualifications set forth in the Report and Order (e.g., independence and absence of conflicts of interest)
- designation of the Commission as an intended third-party beneficiary; no other party to be an intended third-party beneficiary
- definition of completion of the reconfiguration
- term—five years, or until the 800 MHz transition is complete, whichever is earlier
- successor Transition Administrator/Trustee requires approval of the Commission
- replacement of Transition Administrator/Trustee at Nextel's request—define "cause" and require showing of cause and 14 days advance notice to the parties and to the Commission
- election by Transition Administrator/Trustee to withdraw from arrangement—requires 14 days advance notice to the parties and to the Commission; may require ongoing monetary obligation or duty of Transition Administrator/Trustee, as applicable (for example, to support transition)
- change of control of Transition Administrator/Trustee—requires approval of Nextel (so long as Nextel is not then in Default under the Report and Order) and the Commission, which approval shall not be unreasonably withheld but which may be conditional
- replacement/successor Transition Administrator to be selected by the search committee pursuant to this *Report and Order*
- notice procedure - specifies which notices shall be copied to the Commission
- Note: language to be harmonized as appropriate if the Transition Administrator is a natural person rather than an entity

Terms Specific to Tri-Party Agreement

- tasks the TA with working with the Trustee to set up the trust
- tasks the TA with designing the payment system subject to reasonable approval of Nextel and the Trustee (up front payments vs. progress payments; timing and logistics of payments in conjunction with the LOC system [for example, a draw would be made under the LOC for the estimated amount of a licensee's transition project; at the TA's direction, the Trustee would disburse those proceeds to the appropriate vendors, or to the licensee,

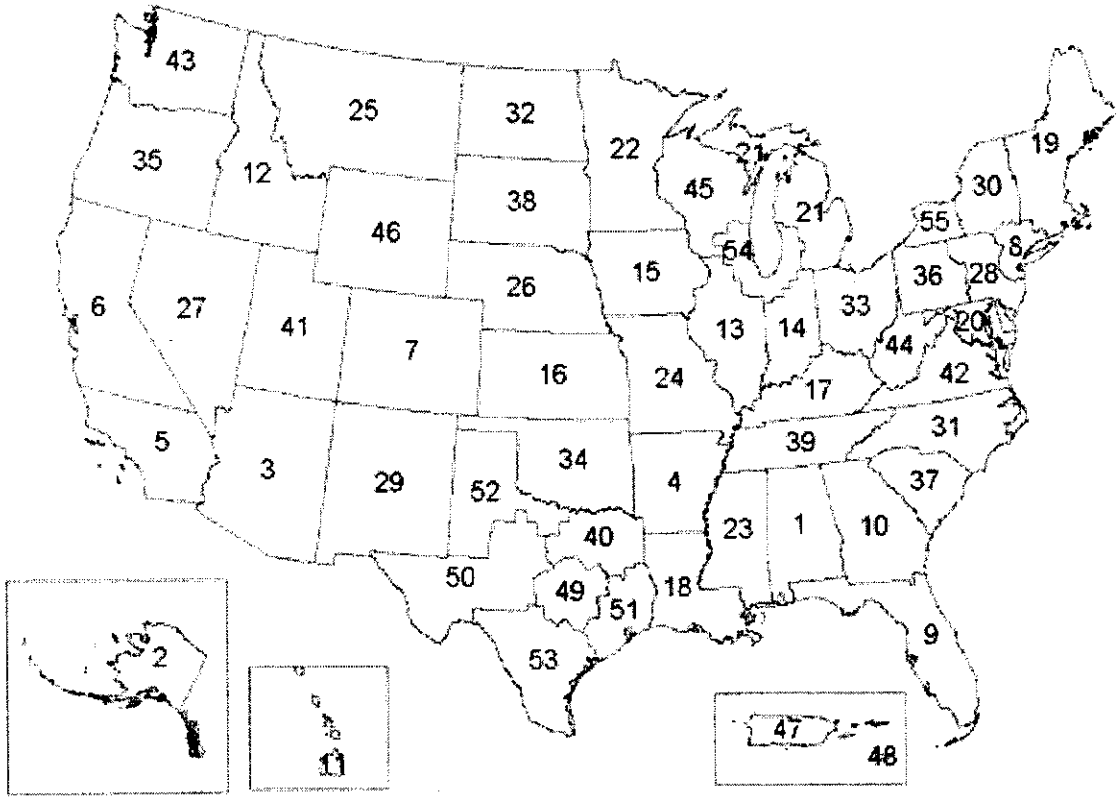
according to payment criteria such as product delivery or project milestones]; how to handle true-ups [either a payment made in excess of an estimate, or a refund collected if the estimate exceeded actual cost]; logistics for obtaining payment approvals, including the approval of Nextel, and for resolving disputes related to payment amounts)

- states the Transition Administrator will not handle any project funds; specifies procedures for the TA to turn over funds it may receive in connection with the project to the Trustee
- specifies how the Trustee will dispose of any refunds it may receive during or after the relocation process
- specifies the Trustee will follow the details of the payment system devised by the TA pursuant to the Tri-Party Agreement
- tasks the TA with developing a system to ensure vendors are not filing mechanics liens or equipment financing liens against the licensees in connection with the transition (or, in the alternative, tracking the release of liens in connection with payments to vendors)
- tasks the TA, as the project manager, with creating a standardized bid package for use by the municipality licensees—including a standardized scope of project, and a standardized documentation package. NOTE: The standardized documentation package could contain the requirement that the vendor obtain a performance bond, which bond would be paid for via the LOC proceeds as part of the cost of the transition. The standardized bid package would be subject to Nextel's reasonable approval.
- tasks the TA with developing standardized bidding procedures for the municipal licensees to follow
- specifies that neither the Trustee nor the Transition Administrator bears the risk that a particular vendor fails to perform, and allocates such risk between Nextel and the licensees—since the municipality/licensees will have control over the award of the contract, it is reasonable they would bear the risk (and where appropriate, the risk could be managed via the performance bond mentioned above)
- specifies additional terms of a customary nature in agreements for management of a project by a third party Project Administrator
- specifies additional terms of a customary nature in agreements for management of payments by a third party Paying Agent (to the extent not covered in the documentation establishing the trust)
- specifies details of dispute resolution mechanisms, including time frames and escalation procedures
- specifies the rights of Nextel vis-à-vis the relocation process absent an event of default by Nextel under the Report and Order
- during the continuance of an event of default by Nextel under the Report and Order, specifies the remedies of the TA and the Trustee (i.e., the consequences to Nextel, such as Nextel losing veto rights concerning a project's cost)
- specifies record-keeping and reporting obligations of each party pursuant to the Report

and Order

- specifies audit and inspection rights of Nextel and the Commission, including allocation of costs thereof
- specifies details concerning fees and expenses to be paid by Nextel to the TA and to the Trustee; fees and expenses of the Transition Administrator to conform to notification of Search Committee pursuant to the *Report and Order*
- specifies how the TA and Trustee may be paid in the event of a default by Nextel in the payment of fees to the TA and/or the Trustee -- including a mechanism whereby relief may be sought from the Commission authorizing the proceeds of the LOC be applied against such fees
- specifies that the Tri-Party Agreement may not be amended, modified or rescinded without approval of the Commission
- specifies an order of precedence—that the Tri-Party Agreement would govern in the event of a conflict between the terms of the Tri-Party Agreement and the terms of a bilateral agreement among two of the parties
- specifies a procedure and criteria for Transition Administrator to certify that the 800 MHz relocation is complete, which certification shall allow TA, with Commission's concurrence to seek termination of the Letter(s) of Credit. Termination will also trigger early termination of the Trust and Tri-Party Agreement
- specifies items for which the Transition Administrator may properly seek draws under the Letter of Credit, consistent with the *Report and Order*
- specifies items for which the Transition Administrator may not seek draws under the LOC (such as reimbursement of UTAM, relocation of BAS incumbents) consistent with the *Report and Order*
- specifies that the corpus of the trust(s) shall be forfeit to the U.S. Treasury in the event that Nextel fails to make any of the payments to the Treasury specified in the Commission's *Report and Order*
- specifies responsibilities and guidelines for record-keeping, accounting and dispute resolution related to calculation of the offset described in the *Report and Order.*
- specifies responsibilities and timeliness related to certification of project completion by the Transition Administrator and rendering of the final accounting required in the Report and Order.

APPENDIX F: NPSPAC REGIONS



Region 1: Alabama	Region 2: Alaska
Region 3: Arizona	Region 4: Arkansas
Region 5: Southern California	Region 6: Northern California
Region 7: Colorado	Region 8: Metropolitan, NYC Area (NY, NJ, & CT)
Region 9: Florida	Region 10: Georgia
Region 11: Hawaii	Region 12: Idaho
Region 13: Illinois (except Southern Lake Michigan counties)	Region 14: Indiana (except Southern Lake Michigan counties)
Region 15: Iowa	Region 16: Kansas
Region 17: Kentucky	Region 18: Louisiana
Region 19: New England	Region 20: District of Columbia, Maryland, & Northern VA
Region 21: Michigan	Region 22: Minnesota
Region 23: Mississippi	Region 24: Missouri
Region 25: Montana	Region 26: Nebraska
Region 27: Nevada	Region 28: Eastern Pennsylvania (east of Harrisburg, southern NJ & DE)
Region 29: New Mexico	Region 30: Eastern Upstate New York
Region 31: North Carolina	Region 32: North Dakota
Region 33: Ohio	Region 34: Oklahoma
Region 35: Oregon	Region 36: Western Pennsylvania
Region 37: South Carolina	Region 38: South Dakota
Region 39: Tennessee	Region 40: Texas (Central & Northeast)
Region 41: Utah	Region 42: Virginia
Region 43: Washington	Region 44: West Virginia
Region 45: Wisconsin (except Southern Lake Michigan counties)	Region 46: Wyoming
Region 47: Puerto Rico	Region 48: US Virgin Islands
Region 49: Texas - Central (Austin Area)	Region 50: Texas - West & Central (Midland Area)
Region 51: Texas - East (Houston Area)	Region 52: Texas - Panhandle, High Plains & Northwest (Lubbock Area)
Region 53: Texas - Southern (San Antonio Area)	Region 54: Southern Lake Michigan (Great Lakes inc. WI, IL, & IN)
Region 55: Western Upstate New York	

APPENDIX G: SOUTHEAST ESMR BAND PLAN

The ESMR band in the following counties and parishes is the band segment 813.5 - 824 MHz / 858.5-869 MHz. The Expansion Band in these areas shall extend from 812.5-813.5 MHz / 857.5-858.5 MHz. All licensees operating in the band segment 806-813.5 MHz / 851-858.5 MHz shall be afforded the same protection against unacceptable interference as specified in the *Report and Order*.

Alabama
Autauga, Baldwin, Barbour, Bibb, Blount, Bullock, Butler, Calhoun, Chambers, Cherokee, Chilton, Choctaw, Clarke, Clay, Cleburne, Coffee, Colbert, Conecuh, Coosa, Covington, Crenshaw, Cullman, Dale, Dallas, DeKalb, Elmore, Escambia, Etowah, Fayette, Franklin, Geneva, Greene, Hale, Henry, Houston, Jackson, Jefferson, Lamar, Lauderdale, Lawrence, Lee, Limestone, Lowndes, Macon, Madison, Marengo, Marion, Marshall, Mobile, Monroe, Montgomery, Morgan, Perry, Pickens, Pike, Randolph, Russell, Shelby, St Clair, Sumter, Talladega, Tallapoosa, Tuscaloosa, Walker, Washington, Wilcox, Winston

Florida
Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Madison, Nassau, Okaloosa, Santa Rosa, Taylor, Wakulla, Walton, Washington

Georgia
Appling, Atkinson, Bacon, Baker, Baldwin, Banks, Barrow, Bartow, Ben Hill, Berrien, Bibb, Bleckley, Brantley, Brooks, Bryan, Bulloch, Burke, Butts, Calhoun, Camden, Candler, Carroll, Catoosa, Charlton, Chatham, Chattahoochee, Chattooga, Cherokee, Clarke, Clay, Clayton, Clinch, Cobb, Coffee, Colquitt, Columbia, Cook, Coweta, Crawford, Crisp, Dade, Dawson, Decatur, DeKalb, Dodge, Dooly, Dougherty, Douglas, Early, Echols, Effingham, Elbert, Emanuel, Evans, Fannin, Fayette, Floyd, Forsyth, Franklin, Fulton, Gilmer, Glascock, Glynn, Gordon, Grady, Greene, Gwinnett, Habersham, Hall, Hancock, Haralson, Harris, Hart, Heard, Henry, Houston, Irwin, Jackson, Jasper, Jeff Davis, Jefferson, Jenkins, Johnson, Jones, Lamar, Lanier, Laurens, Lee, Liberty, Lincoln, Long, Lowndes, Lumpkin, Macon, Madison, Marion, McDuffie, McIntosh, Meriwether, Miller, Mitchell, Monroe, Montgomery, Morgan, Murray, Muscogee, Newton, Oconee, Oglethorpe, Paulding, Peach, Pickens, Pierce, Pike, Polk, Pulaski, Putnam, Quitman, Rabun, Randolph, Richmond, Rockdale, Schley, Screven, Seminole, Spalding, Stephens, Stewart, Sumter, Talbot, Taliaferro, Tattnall, Taylor, Telfair, Terrell, Thomas, Tift, Toombs, Towns, Treutlen, Troup, Turner, Twiggs, Union, Upson, Walker, Walton, Ware, Warren, Washington, Wayne, Webster, Wheeler, White, Whitfield, Wilcox, Wilkes, Wilkinson, Worth

Louisiana
Catahoula, Concordia, Madison, Tensas

Mississippi
Adams, Alcorn, Amite, Attala, Calhoun, Carroll, Chickasaw, Choctaw, Claiborne, Clarke, Clay, Copiah, Covington, Forrest, Franklin, George, Greene, Grenada, Hancock, Harrison, Hinds, Holmes, Itawamba, Jackson, Jasper, Jefferson, Jefferson Davis, Jones, Kemper, Lamar, Lauderdale, Lawrence, Leake, Lee, Lincoln, Lowndes, Madison, Marion, Monroe, Montgomery, Neshoba, Newton, Noxubee, Oktibbeha, Pearl River, Perry, Pike, Pontotoc, Prentiss, Rankin, Scott, Simpson, Smith, Stone, Tippah, Tishomingo, Union, Walthall, Warren, Wayne, Webster, Wilkinson, Winston, Yazoo

North Carolina
Cherokee, Clay, Graham, Jackson, Macon

South Carolina

Abbeville, Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Edgefield, Greenwood, Hampton, Jasper, McCormick, Oconee

Tennessee
Bledsoe, Bradley, Franklin, Giles, Hamilton, Hardin, Lawrence, Lincoln, Marion, McMinn

STATEMENT OF
CHAIRMAN MICHAEL K. POWELL

Re: Improving Public Safety Communications in the 800 MHz Band (WT Docket No. 02-55), et al., Report and Order and Fourth Report and Order

Congress has imposed many important obligations on the Commission. One of the Commission's most important commitments is to promote safety of life and property using wire and radio communications. Today, it is more important than ever before that public safety agencies have access to reliable, robust, interference-free communications systems. To protect our communities, our citizens, and our Nation, we must take every action at our disposal to achieve the seamless communications necessary for emergency preparedness and response.

The 800 MHz band has become increasingly crucial to public safety communications. Because of the interleaved nature of the band and the close proximity of incompatible technologies, over the years, these systems have encountered escalating amounts of interference from commercial cellular systems. In response, the Commission released a Notice of Proposed Rulemaking to reconfigure the 800 MHz band to abate the interference caused to public safety systems. This proceeding's extensive record of over 2,200 filings depicts the complexity of the issue and difficulty in constructing a solution that is technically sound, effective and equitable to all parties. Although today's Order incorporates proposals and suggestions from various parties on record, it is a Commission-derived solution that represents the most comprehensive and effective means of solving the 800 MHz public safety interference problem.

Our decision fulfills our mandate to promote public safety by reconfiguring the 800 MHz public safety band to segregate systems causing unacceptable levels of interference to public safety communications. Without these measures, countless lives are at risk because our Nation's first responders cannot rely on their radios in emergencies. In the short term, the Order establishes technical rules and procedures that define and alleviate "unacceptable interference" to public safety systems. Longer term, the Order adopts a restructuring plan that spectrally separates incompatible technologies to maximize interference protection for present and future public safety systems and provides a smooth transition to the new band with minimal disruption to public safety systems and other affected parties.

The Commission-derived plan requires Nextel to relinquish spectrum and reband 800 MHz and relocate incumbents in 800 MHz and 1.9 GHz. Nextel must also complete the reconfiguration within three years and obtain a letter of credit to guarantee its completion for public safety licensees. It is important to emphasize that Nextel is responsible for all costs of relocating public safety licensees.

This decision is by far one of the most complex matters to come before the Commission; however, it is unquestionably one of the most important decision affecting public safety and the American people. We will carefully monitor the progress of public safety relocation and will take all necessary steps to ensure full compliance of the plan we adopt today.

STATEMENT OF
COMMISSIONER KATHLEEN Q. ABERNATHY

Re: Improving Public Safety Communications in the 800 MHz band,
WT Docket No. 02-55

For three years we have struggled to identify the best way to resolve public safety interference problems in the 800 MHz band. After reviewing the voluminous record it became clear to me that: 1) the adoption of enhanced best practices alone would be inadequate to protect critical public safety communications; and 2) any rebanding solution would be costly, complex and controversial. I embrace today's decision because it puts public safety's interests first. While I recognize that the rebanding plan is costly, complex and, in some respects, controversial, it is the only the solution that adequately addresses the needs of public safety while realigning other uses of the 800 MHz band.

When we initiated this proceeding, I stated that there were four key considerations which would likely guide my analysis. First, the plan must aggressively attack the public safety interference issues. Second, our approach should strive to minimize costs. Third, if possible, we should attempt to minimize the disruption to other bands. And fourth, if we were to consolidate public safety into a contiguous band and there is a demonstrated need in the record, we should identify additional interoperability channels for public safety. Today's order addresses each of these considerations.

As an initial step we adopt mandatory best practices that will diminish, but not eliminate, the potential for harmful interference to public safety. Over the longer term, we are implementing a rebanding plan that completely eliminates harmful interference and provides additional spectrum for public safety. Rebanding will be paid for by Nextel, thus ensuring that public safety does not incur any new costs, and the processes we have adopted will minimize service disruptions.

Because of the importance of achieving a workable solution for public safety and the American public, and the complex technical issues, this has not been an easy proceeding to resolve. I believe, however, that the plan we are adopting is the best mechanism available to us to solve the public safety interference problem in the 800 MHz band and I appreciate all of the time, effort and brain power devoted to this proceeding by public safety, industry and the FCC staff.

STATEMENT OF
COMMISSIONER MICHAEL J. COPPS

RE: Improving Public Safety Communications in the 800 MHz Band, WT Docket No. 02-55.

Today we take a giant leap forward to protect public safety. Title I of our enabling statute charges the Federal Communications Commission to promote the national defense and the safety of life and property through the wise use of our country's communications systems. Indeed, a public servant has no higher obligation than tending to the safety of the people.

It took a long time and a lot of hard work to get us here today. Along the way we discovered that no plan is perfect, no plan is supported by all parties, and no plan is guaranteed to deliver everything that it promises. Challenging technical questions were accompanied by equally challenging questions of policy and of law. At the end of two years of study, analysis and stakeholder input, we have now come to a decision that can fix the problems it addresses, advance public safety and serve the public interest.

Today we approve a reconfiguration of the 800 MHz band so that public safety spectrum is insulated from interference from Nextel operations and public safety is given access to additional spectrum to do its job. We mandate that Nextel pay all relocation costs, even if they are above the $850 million figure that the company has discussed. We mandate that Nextel secure an irrevocable letter of credit for $2.5 billion so that the public safety community knows that it will have the money it needs to relocate. We establish a transition manager that will be independent of any one interest, and that I hope will work to make the transition serve the public interest of minimizing interference and getting public safety operations to a stable place as soon as possible. We state that upon receiving the Comptroller General's analysis of appropriations statutes, we can stay relevant portions of the Order if appropriate. And finally, we establish a mechanism to protect tax-payers against private sector windfall.

It's a good day for public safety, a good day for America. I think the citizens of our country now are looking to us—all of us—to get on with the job of putting this plan into action. Time and delay are not our friends here.

I want to express my thanks to my colleagues, particularly the Chairman, to the Bureau and to our hard-working staffs for the extraordinary time, skill and energy they put into this long-running proceeding. And I want to express my deep thanks to the public safety community that worked so hard, traveled so far and thought so creatively to bring us to where we are today. The perseverance of all is certainly appreciated by this Commissioner.

STATEMENT OF
COMMISSIONER JONATHAN S. ADELSTEIN

Re: Improving Public Safety Communications in the 800 MHz Band; WT Docket No. 02-55

The interference situation in the 800 MHz band is one of the most challenging wireless issues the Commission has ever faced. We are trying to untangle years of actions that have created unacceptable and dangerous interference problems for our nation's first responders. I am pleased to support today's item because it puts in place the necessary components to greatly minimize, and hopefully eliminate, the interference currently experienced by our nation's first responders who communicate on land mobile radio systems in the 800 MHz band, particularly during times of emergency. This interference is an unacceptable crisis that must be fixed. Today we give our licensees what they asked for – the regulatory tools to solve the problem both through rebanding and enhanced best practices.

The urgent needs of the public safety community is one of the top priorities of the Commission, and certainly this Commissioner. Public safety officials put their lives on the line for all of us every day, and their situation commands the highest level of attention and priority at the Commission. The very first paragraph of the Communications Act charges the Commission to promote "the safety of life and property through the use of wire and radio communication."

Today we step up to that responsibility, and it is important that in doing so we speak with one voice as a Commission. The stakes here are as high as in any proceeding we consider. We simply have to get this right. Throughout this proceeding, I have worked very hard with my colleagues to explore all aspects of rebanding, including different mechanisms for funding and a variety of spectrum configuration options. We worked tirelessly through countless options to find the approach that met the concerns of public safety while remaining within the bounds of the authority granted to us by Congress.

I know that some may say that the Commission moved too slowly to take this action. But I want to emphasize that the time has been very well spent. Since early this year, my staff and I, in conjunction with some of the other Commissioner offices, have worked extensively with the Commission staff to ensure that this item provides the best blueprint possible for 800 MHz rebanding. There simply is too much at stake to get this wrong. It is especially important that we put in place an appropriate mechanism to ensure that all necessary resources are provided to meet the needs of public safety agencies, and that any incentives to limit assistance are minimized. I also am pleased that the item puts in place procedures to minimize as much as possible the impact of our decision on 800 MHz licensees not directly implicated by the interference problem.

Finally, while this proceeding likely impacted every Bureau and Office in the Commission, I want to acknowledge the extraordinary efforts of the staff of the Wireless Telecommunications Bureau in tackling this once in a lifetime challenge. I want to specifically thank Michael Wilhelm, who managed this project from the beginning, and the staff of the Public Safety and Critical Infrastructure Division for their outstanding work on this project – it truly has been a fine performance of government service.

This decision's primary goal is to protect the nation's police, fire and emergency medical personnel who are on the front lines of our country's public safety efforts. Our decision today puts that priority front and center, right where it belongs.