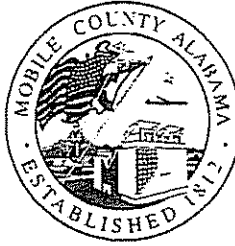


Superintendent of Public Works
Theodore H. Lawson

Assistant Superintendent of Public Works
Richard H. Crist, P.L.S.

Equipment Services Manager
Robert J. Gordon



Superintendent of Building Maintenance
George E. Oaks

Director of Inspection Services
Ted Montgomery

Director, Public Safety Communications
Eric M. Linsley

MOBILE COUNTY PUBLIC WORKS

Director of Public Works / County Engineer
Joe W. Ruffer, P.E.

June 7, 2007

Federal Communications Commission
1270 Fairfield Road
Gettysburg, VA 17325

Re: WPPW333 City of Mobile - Alabama

I am requesting a wavier of the rules for the 800 MHz freeze for this Special Temporary Authority (STA). The City of Mobile has received a U.S. Department of Justice, Community Oriented Policing Services COPS Interoperable Communications Technology Grant in the amount of \$3,000,000.00. This grant has an award end date of August 2008 in which we must meet or risk forfeiture of our grant monies. See attached grant award. This multi-jurisdictional and multi-disciplinary interoperable voice/data project has been in the planning stages for more than five years. We have multiple vendor contracts to create our three new Digital Simulcast Sites within the city limits of the City of Mobile. This new radio communications system will allow partnered agencies throughout the Mobile County Metropolitan Statistical Area to communicate and share critical information in real time. These contracts require us to provide them with frequencies at this time.

I respectfully request a wavier of the rules for the 800 MHz freeze and respectfully request a Special Temporary Authority.

Thank you

Eric M. Linsley
Director of Public Safety Communications

cc Joe Ruffer, P.E.
County Engineer

Ben Durant
City of Mobile



U. S. Department of Justice
Community Oriented Policing Services
Grants Administration Division (GAD)
COPS Interoperable Communications Technology Grant Award

Grant #: 2005INWX0001

ORI #: AL00201

Applicant Organization's Legal Name: Mobile Police Department

Vendor #: 636001318

Law Enforcement Executive: Chief Samuel M. Cochran

Address: 2460 Government Boulevard

City, State, Zip Code: Mobile, AL 36606

Telephone: (251) 208-1701

Fax: (251) 208-1705

Government Executive: Mayor Michael C. Dow

Address: PO Box 1837

City, State, Zip Code: Mobile, AL 36633


Telephone: (251) 208-7395

Fax: (251) 208-7548

Award Start Date: 9/1/2005

Award End Date: 8/31/2008

Award Amount: \$ 3,000,000.00


Carl R. Peed, Director

SEP 2 2005


Date


Signature of Law Enforcement Official with the
Authority to Accept this Grant Award

Samuel M. Cochran - Chief of Police 09-29-2005

Typed Name and Title of Law Enforcement
Official

Date


Signature of Government Official with the Authority
to Accept this Grant Award

Michael C. Dow - Mayor of Mobile

09-29-2005

Typed Name and Title of Government Official

Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Award ID: 83092

**AGREEMENT
TO WORK TOWARDS DEVELOPMENT OF
THE MOBILE METRO 800 MHz RADIO SYSTEM**

THIS AGREEMENT, made and entered into this 14th day of October, 2005, ("EFFECTIVE DATE"), by and between CITY OF MOBILE ("CITY"), MOBILE COUNTY COMMISSION ("COUNTY") and the MOBILE COUNTY COMMUNICATIONS DISTRICT ("MCCD") (referred to collectively as the "PARTIES").

WITNESSETH:

WHEREAS, the COUNTY purchased a General Electric 800 MHz Radio System in 1991 to provide advanced public safety radio communication to the COUNTY and municipalities in the COUNTY;

WHEREAS, the CITY purchased a Motorola 800 MHz Radio System in 1994 to provide advanced public safety radio communication to cover the City of Mobile and its Police Jurisdiction;

WHEREAS, both systems are designed around proprietary technology and are essentially incompatible except for a small number of mutual aid channels;

WHEREAS, both systems have evolved to be utilized by and depended upon by a vast number of users at the local, state and federal levels;

WHEREAS, the PARTIES recognize the need to consolidate both systems into one regional system to provide public safety voice direct interoperability communications, or "THE MOBILE METRO 800 MHz RADIO SYSTEM" ("SYSTEM"), and desire to pursue all viable options to achieve that goal;

WHEREAS the PARTIES anticipate that funding in the amount of SIX MILLION AND 00/100 DOLLARS (\$6,000,000.00) will be required to create the infrastructure of the SYSTEM. Of this, the CITY is committed to providing THREE MILLION AND 00/100 DOLLARS (\$3,000,000.00) for the SYSTEM, through grants, its general fund or otherwise, and the MCCD is committed to securing THREE MILLION AND 00/100 DOLLARS (\$3,000,000.00) for the SYSTEM;

WHEREAS, the PARTIES agree that the consolidation of their public safety radio communication systems into one regional system will significantly benefit and promote the health, safety, morals and welfare of the public, and, to that end, the PARTIES desire to coordinate their efforts, share their assets and undertake any other measure necessary to achieve such consolidation;

NOW, THEREFORE, in consideration of the mutual benefits described herein, the PARTIES hereby state their mutual intentions to enter an Agreement ("AGREEMENT") to develop the MOBILE METRO 800 MHz RADIO SYSTEM which includes but is not limited to the following terms and conditions:

1. The advanced public safety radio communication systems of the **CITY** and the **COUNTY** shall be merged to form one regional advanced public safety radio communication system called "**THE MOBILE METRO 800 M Hz RADIO SYSTEM**," (the "**SYSTEM**").
2. The **PARTIES** shall immediately use their best efforts to develop the **SYSTEM** in reliance on the provisions of this **AGREEMENT** provided, however, that by mutual written consent, the **PARTIES** may modify the terms of the **AGREEMENT** to conform with their mutual plans for the **SYSTEM**.
3. The **PARTIES** anticipate that the **SYSTEM** can be acquired for the cost of **SIX MILLION AND 00/100 DOLLARS (\$6,000,000.00)**, to be paid in equal shares by **MCCD** and the **CITY**. Upon receipt of adequate funding, the **COUNTY** will purchase the communications equipment components, and construct three (3) new Simulcast transmitter sites within the **CITY**'s municipal limits. The entire **SYSTEM** will be compatible with the **800 MHz RADIO SYSTEM** operated by the **COUNTY** on the effective date of this **AGREEMENT**.
4. In addition to the funds it contributes to the **SYSTEM**, the **CITY** agrees to purchase and maintain all subscriber radios utilized by the **CITY** in connection with the **SYSTEM**. The purchase and maintenance of the radios will be the only maintenance or recurring operating cost incurred by the **CITY** for its continued use of the **SYSTEM**.
5. The **COUNTY** understands that the **CITY** intends to cease operating the Motorola voice system and to fully utilize the **SYSTEM** for its radio communication needs. The **COUNTY** further understands that the **CITY** will relocate its current Motorola 800 MHz data system to the three (3) new Mobile Metro Simulcast sites and continue their use.
6. Contingent on the **CITY** and **MCCD** providing adequate funding for the **SYSTEM**, the **COUNTY** agrees to purchase, install, and maintain the infrastructure and software required to establish the **SYSTEM**, including three (3) Simulcast transmitter sites constructed by the **COUNTY**. Dispatch consoles utilized by **CITY** Police and Fire dispatchers at the **MCCD** offices are considered to be infrastructure to be purchased, installed and maintained by the **COUNTY**.
7. The **CITY** has access to space on the RSA Tower for use in connection with its public purposes, and the **CITY** agrees to make this space available to the **COUNTY** as needed to accommodate the equipment needed to operate and maintain the **SYSTEM**, provided the space is adequate for the **CITY**'s needs.
8. In order to insure a smooth transition from its current radio system to the **SYSTEM**, the **CITY** will retain the licenses it holds on MHz frequencies as of the date of this **AGREEMENT** but agrees to provide a minimum of six (6) MHz frequencies for use by the **COUNTY** to establish and maintain the **SYSTEM**. The **CITY** will provide additional frequencies from its pool as necessary for the growth of the **SYSTEM**.
9. The **COUNTY** agrees to assign to the **CITY** the following logical talkgroup partition Agency / Fleets / and Subfleets; Agency 5, Fleets 3 through 15, Subfleets 1329 through 1535, totaling 195 logical talkgroups, and will assign additional logical talkgroups as needed to accommodate future expansion. The **COUNTY** agrees to assign the **CITY** the following logical radio units; 10000 through 13999 totaling 4000 radio units. The **COUNTY** will


increase the number of radio units available to the **CITY** as needed to accommodate future expansion. The **PARTIES** agree that equivalent Fleets / Subfleets, and talkgroups may be substituted in the **AGREEMENT** if necessary for the benefit of the **SYSTEM**.

10. The **CITY** is to provide the necessary frequencies and equipment to accommodate its growth if the **CITY** exceeds 4000 radio units.
11. The **PARTIES** shall undertake all reasonable measures to achieve the consolidation described herein.
12. The **CITY** shall install MULT-AID, MA-1, MA-2, MA-3, and MA-4 into the first five talkgroups in their radios for local Public Safety Interoperability Communications purposes. The **CITY** shall install the five national N.P.S.P.A.C. conventional frequencies in their radios for National Public Safety Interoperability Communications purposes.
13. The **CITY** shall appoint a single point of contact for all radios for its jurisdiction.

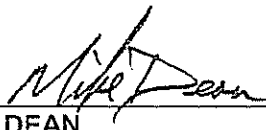
IN WITNESS WHEREOF, the **PARTIES** have executed this Agreement on the Effective Date.

ATTEST:

MOBILE COUNTY COMMISSION




JOHN PAFENBACH
Administrator

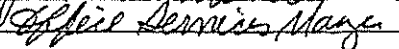
BY: 


ITS: MIKE DEAN
PRESIDENT

ATTEST

MOBILE COUNTY COMMUNICATIONS
DISTRICT



Its: 
Office Services Manager

BY: 

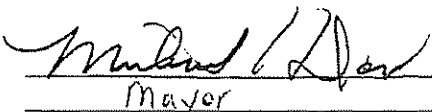
ITS: GEORGE WILLIAMS
DIRECTOR

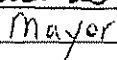
ATTEST:

CITY OF MOBILE



GLENDA MORGAN
Clerk

BY: 

ITS: 
Mayor

001-409

2005

RESOLUTION

Sponsored by: Mayor Dow

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement between the City of Mobile, Mobile County Commission, and the Mobile County Communications District for the development of the Mobile Metro 800 MHz Radio System, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

Adopted: SEP 20 2005


City Clerk