

March 30, 2012

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 Twelfth Street, SW
Washington DC

Re: Request to Consolidate Waivers of the City of Baton Rouge, New Orleans UASI,
State of Louisiana in PS Docket No. 06-229

Dear Ms. Dortch:

In 2010, the City of Baton Rouge (“Baton Rouge”), the New Orleans Urban Area Security Initiative (“New Orleans UASI”) Region and the Governor’s Office of Homeland Security and Emergency Preparedness (“GOSHEP”) each filed Requests for Waiver in the above referenced docket seeking Federal Communications Commission (“Commission”) approval for early deployment of a 700 MHz interoperable public safety broadband network. On January 12, 2012, the three entities signed a Memorandum of Understanding (“MOU”) in which they agreed to partner to deploy the proposed network on a statewide basis.¹

In light of the new partnership, both Baton Rouge and the New Orleans UASI, through counsel, now seek to consolidate their applications with GOSHEP’s Request for Waiver so that they may be treated jointly.² This request to combine the Requests for

¹ Memorandum of Understanding Between Governor’s Office of Homeland Security and Emergency Preparedness and the City-Parish of Baton Rouge and the New Orleans UASI Region (signed on Jan. 12, 2012), attached hereto as Exhibit A.

² Baton Rouge and New Orleans UASI preserve their respective waivers in the aforementioned docket until such time as the Commission rules on the newly consolidated waiver request of the State of Louisiana/GOSHEP.

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Waiver is consistent with the longstanding collaboration in which the three parties have operated and emphasizes their commitment to ensure a statewide interoperable public safety broadband network with compatible governance and full interoperability with a nationwide network, as envisioned by the Commission and Congress in the recently enacted Spectrum Act.³

The Parties recognize that statewide deployment is consistent with Commission policy as it will help ensure that the rollout is undertaken with sufficient authority, planning and coordination among all interested public safety agencies within the State of Louisiana and creates efficiencies with respect to equipment purchases and maximizes the potential number of users of the network.⁴ The governance model established by the MOU also facilitates coordination of deployments in adjacent states.⁵ Indeed, the Parties already are coordinating with the States of Mississippi and Arkansas to allow the Louisiana and Mississippi LTE cores to provide redundant services in case of emergency or in the event that one of the states experiences an interruption of service from its own core. In addition, the existing Gulf Coast Wireless Information Network (“GulfWIN”) partnership will open the door to the possibility of Louisiana’s LTE core providing service to the State of Arkansas.⁶ Finally, by combining the Waiver Requests, the Parties would set the foundation for a statewide interoperable public safety network that will extend beyond

³ In the Matter of Requests for Waiver of Various Petitioners to Allow the Establishment of 700 MHz Interoperable Public Safety Wireless Broadband Networks, PS Dkt. No. 06-229, Order at ¶ 49 (May 12, 2010)(“Waiver Order”); Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. N. 112-96 § 6206(c)(3), 47 U.S.C. 1401 et. seq., 126 Stat. 201.

⁴ Waiver Order at ¶ 50.

⁵ *Id.*

⁶ The State of Louisiana has a history of collaboration with its neighbors. The Project 25 Louisiana Wireless Information Network (“LWIN”) has expanded to provide interstate interoperability through permanent connections with the P25 networks in the States of Mississippi and Arkansas, forming the Gulf Coast Wireless Information Network, or GulfWIN, the largest regional interoperability network in the nation. This proven commitment to collaboration, planning and implementation at the local and state level will be applied to a next generation LTE network in the State of Louisiana.

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Baton Rouge and New Orleans to eventually include rural and urban populations throughout the State.⁷ By working with the State and investing in LTE technology, the MOU adopts an approach consistent with the statutory requirements of the recently enacted Spectrum Act to leverage, to the maximum extent possible, existing State and local infrastructure.⁸

In the MOU, the Parties agree to the proposed Louisiana State Coordinated Locally Built Network architecture, which is analogous to the architecture the Commission already approved for the State of Texas. As further demonstration, each of the Parties has made a financial commitment to the project. GOSHEP has procured a network core and an ENodeB site, while the City of Baton Rouge and the New Orleans UASI have committed to provide funding as soon as the Commission grants the joint Waiver. For example, Baton Rouge has set aside \$3.6 million for phase I of build out. Meanwhile, the New Orleans UASI has re-tasked its remaining COPS grant toward initial build out of a larger national broadband network. The \$945,221.33 will fund two (2) eNodeBs and other necessary equipment, depending on proposals submitted. An 18-month extension of the COPS grant will provide sufficient time to complete a contract, fabricate, install and test the eNodeBs.

Finally, the Parties respectfully request that the Commission expedite consideration of the joint Waiver in light of the upcoming hurricane season and the many threats, natural and man-made, facing the State of Louisiana. The State of Louisiana holds a unique position as home to the largest shipping port in the Western hemisphere, the Port of South Louisiana, which among other commodities moves over half of the nation's raw grain exports and is the largest bulk shipping port in the world. In addition, Port Fouchon houses a portion of the Louisiana Offshore Oil Port and services 90 percent of the Gulf of Mexico's deepwater oil supply and nearly 20 percent of the oil supply for the nation. Including offshore production on the Outer Continental Shelf, Louisiana is number one in crude oil production and number two in natural gas production in the United States. In addition, 88 percent of U.S. offshore rigs are along Louisiana's coast, and the state's 19

⁷ *Id.* (noting that "state-level systems have the advantage of including a mix of populations, including both urban and rural areas. Thus, state-level governance mechanisms are more likely to ensure that rural areas are included as part of overall deployment plans.")

⁸ 47 U.S.C. § 1426 (2012).

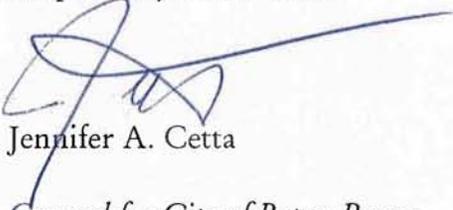
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operable refineries account for 17 percent of the total U.S. refining capacity. Louisiana is also home to many of the nation's major petrochemical plants.

This vast array of national critical infrastructure is concentrated in an area vulnerable to numerous natural and man-made threats. In recent history, Louisiana has been plagued with two of the largest disasters in the nation's history: Hurricane Katrina and the Deepwater Horizon oil spill – the greatest man-made disaster in the country in terms of cost. Both disasters are indicative of the constant threat the State faces from natural forces. Hurricanes Rita, Gustav and Ike and most recently the 2011 spring flooding along the lower Mississippi river provide further evidence of the need for robust, interoperable broadband communications in order to preserve life and property.

Louisiana's lead position in concentrated critical infrastructure, its exposure to frequent and severe threat events, its experience with communications network design, operation and governance, along with a proven track record of local, state and interstate cooperation make the joint partnership described above ideally suited for early deployment of an interoperable public safety broadband network. As a result, the Parties respectfully request that the Commission grant the joint Waiver to allow the State of Louisiana's residents and businesses to gain the added benefits of a robust, hardened public safety broadband network as first responders there prepare for a new season of natural and man-made threats.

Respectfully submitted,



Jennifer A. Cetta

*Counsel for City of Baton Rouge,
New Orleans Urban Area Security Initiative Region and
the Governor's Office of Homeland Security and Emergency Preparedness*

Exhibit A



**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS
(GOHSEP)
AND
THE CITY-PARISH OF BATON ROUGE
AND
THE NEW ORLEANS UASI REGION**

Be it known, on this 14th day of December, 2011, the Governor's Office of Homeland Security and Emergency Preparedness (hereinafter sometimes referred to as "**GOHSEP**" or "**The State**"), the City-Parish of Baton Rouge (hereinafter sometimes referred to as "**Baton Rouge**"), and the New Orleans UASI Region 1 (hereinafter sometimes referred to as "**New Orleans**") do hereby enter into an MOU under the following conditions.

BACKGROUND:

This MOU is intended to address the development of a Public Safety wireless broadband network in partnership with the Louisiana Wireless Information Network (LWIN). GOHSEP, Baton Rouge, and New Orleans are creating this partnership out of a desire to deploy a statewide next generation wireless broadband network for public safety.

A new generation of wireless technology, called Long Term Evolution (LTE), is emerging as the standard for high-speed, mobile broadband networks and is predicted to enable powerful and innovative solutions for the public safety and first responder communities. This type of network would provide real-time access to information, thus providing enhanced situational awareness for better protection of life and property. Given its unprecedented performance and scalability, the public safety and first responder communities have selected LTE as the platform of choice to deliver meaningful advances in voice and data communications.

With the advent of new technologies that improve operability and interoperability for the public safety and first responder communities, it is essential that the State employ these new tools. We must strive to make them available in a timely manner to help prepare for and respond to the many threats facing the State. To that extent, the signature agencies of this document have collectively agreed to form a partnership to plan, install, and maintain a Public Safety wireless broadband network.

SCOPE OF WORK

GOHSEP, Baton Rouge, and New Orleans hereby agree to the following:

PURPOSE:

The purpose of this project is to plan, install, and maintain a Public Safety wireless broadband network supported by a governance plan that fully leverages the Federal Government's capabilities, empowers state and local governments to build their portions of the network consistent with national standards, and ensures state and local network control. GOHSEP's Office of Interoperability, acting as the program manager for all statewide interoperability projects, will oversee the installation and operation of a 700MHz Public Safety broadband network core and all associated network core support infrastructure, services, and functions. Baton Rouge and New Orleans will install and operate compatible RAN and ENodeB equipment for network deployments in their respective jurisdictions which will interoperate with the core. Baton Rouge and New Orleans will provide all associated network support infrastructure, services, and functions for their portion of the conjoined networks.

Goal: The goal of this project is to establish a statewide, Public Safety wireless broadband network that can provide services to all end users, regardless of home agency or network. All compatible Public Safety devices will be able to transmit voice and data seamlessly while services such as priority of use and roaming agreements are transparent to the end user.

The following goals were developed based on the SAFECOM Interoperability Continuum:

1. Governance: Establish a governance board that provides representation to all stakeholders who have a need for wireless broadband communications to conduct daily operations or to respond to any disaster.
2. Standard Operating Procedures – Develop the necessary plans, policies, and procedures to allow all stakeholders to effectively install, operate, and maintain the system.
3. Technology – Create a robust and redundant system infrastructure available to all stakeholders within the 9 major metropolitan areas, 5 interstate routes, and the Mississippi and associated navigable river corridors that encompass 75% or more of the State's population.
4. Training and Exercises – Incorporate end-user training into established, interoperable training events conducted at the local, regional, and state level.
5. Usage – Establish an environment that eliminates hurdles and encourages maximum use of the statewide network for all stakeholders for all planned events and emergency incidents.

Objectives:

1. Governance
 - a. Create a Public Safety wireless broadband governance body to leverage existing capabilities and associated economies of scale.
 - b. Conduct regularly scheduled governance meetings in order to provide direction and guidance for the program.
 - c. Submit necessary plans and program documentation to appropriate state and federal authoritative bodies.
 - d. Create specialized working groups as needed to address unique issues, develop solutions, and recommend action plans.
 - e. Develop and disseminate appropriate reports, status updates, and reporting schedule in order to keep all stakeholders informed.
 - f. Review and approve contracts, plans, and program documents to ensure coordinated and standards-based efforts are aligned and optimized.
2. Standard Operating Procedures
 - a. Create a system plan that supports the development of a nationwide Public Safety Broadband Network.
 - b. Create an open, standards-based network plan that supports a competitive, vendor neutral, interoperability based environment.
 - c. Create plans, policies, and procedures for the installation, operation, and maintenance of the program.
3. Technology
 - a. Develop program plan, scope of work, milestones, and other project management tools for the installation, operation, and maintenance of system.
 - b. Coordinate the installation, operation, and maintenance of an upper core.
 - c. Coordinate the installation, operation, and maintenance of a lower core.
 - d. Coordinate the installation, operation, and maintenance of a pilot E-NodeB site.
 - e. Coordinate the installation, operation, and maintenance of end-user devices.
 - f. Coordinate the installation, operation, and maintenance of additional E-NodeB sites.
4. Training and Exercises
 - a. Conduct outreach activities necessary to communicate opportunities for involvement and benefits of participating.
 - b. Coordinate training for the implementation, operation, and maintenance of system.
 - c. Coordinate system and end-user regularly scheduled exercises to increase system performance and user proficiency.
5. Usage

- a. Create Public/Private partnerships to leverage existing capabilities and associated economies of scale.
- b. Prepare a cost-benefit analysis to determine optimal price point for balance between stakeholder involvement and cost-effective service.

Deliverables/Responsibilities:

1. The State, through GOHSEP, will purchase, deploy, maintain and operate a 700MHz Public Safety (PS) broadband network core in an appropriate facility. A 700MHz broadband network Core consists of the following components:
 - a. Core switch
 - b. MME
 - c. PCRF, incl. QoS Broker (QoB)
 - d. OSS-RC
2. Under this MOU, the State will provide network core services to Baton Rouge, and New Orleans. As such, the State will provide Baton Rouge and New Orleans a Network Core Services Agreement (NCSA). The NCSA must be approved by Baton Rouge and New Orleans and it must detail network core availability, reliability assurances, as well as break-fix time commitments.
3. All Network Core Services and Core changes must be approved by The State, Baton Rouge and New Orleans. Under this MOU services include but are not limited to the network hosting facility and personnel responsible for network maintenance and operations as well as the following items:
 - a. Core Network fault management
 - b. Core Performance monitoring
 - c. Core Configuration monitoring
 - d. Core Network Security Monitoring
 - e. Core Admin Account Management
 - f. Core maintenance and Updates
4. Baton Rouge and New Orleans will purchase RAN and ENodeB equipment for network deployments in Baton Rouge and New Orleans which will interoperate with the CORE.
5. The Department of Commerce's National Institute of Standards and Technology (NIST) will be leveraged for technical advice throughout the program engagement.
6. Baton Rouge and New Orleans accept responsibility for the operations and maintenance cost of their respective RAN and ENodeB equipment in Baton Rouge and New Orleans.
7. The State, Baton Rouge and New Orleans will share ongoing network operations and maintenance costs for the network core equally. It is understood that if the State obtains additional core users (i.e. other Users, Cities, Parishes, Counties and/or States), The State, Baton Rouge and New Orleans core operations and maintenance costs will be lowered proportional to the overall reduction in core operations and maintenance contributions from new core users.
8. The State, Baton Rouge, and New Orleans will be responsible for purchasing and maintaining their own user equipment for network access.
9. It is understood that all users requiring coverage outside of the network coverage areas will contract directly with the commercial carriers for roaming.
10. Baton Rouge and New Orleans retain full control over network operations, including user and use priorities in their respective jurisdictions.

11. The State will not add to, delete and/or adjust requirements not a part of any Federal Regulation from the FCC on Baton Rouge and New Orleans. The State, New Orleans, and Baton Rouge will jointly decide on all regulatory, technical, governance, operations, and maintenance requirements or rule additions, adjustments, deletions.
12. The State, New Orleans, Baton Rouge and other RAN users will set up and manage respective Governance Committees (GCs). The GCs will setup, document and maintain network users and usage priorities as well as methods and protocols for real-time changes to user and usage priorities for the State, New Orleans, and Baton Rouge portions of the network respectfully.
13. The State, New Orleans, and Baton Rouge GCs will share network uses and users priorities with other GCs.
14. GCs will provide a representative that will attend the Statewide Interoperability Executive Council (SIEC) meetings. A subcommittee under the SIEC will be formed and named the Louisiana Public Safety Broadband Advisory Committee (LA-PSBAC). The LA-PSBAC is established in order to facilitate opportunities for technical mobile broadband communications from a statewide perspective and to implement Louisiana's 700MHz PS Broadband Network (LA-PSBN) The LA-PSBAC will act as the body that will "Facilitate" information sharing between GCs. "Facilitate" is defined herein as facilitating the sharing, reviewing, and commenting on GC information and the setting of policy for the common aspects of the network. "Facilitate" does not provide the SIEC or the LA-PSBAC authority over Baton Rouge or New Orleans GCs or networks. Voting between the State, Baton Rouge and New Orleans will be conducted during the LA-PSBAC meetings. All decisions will be determined by voting based on simple majority vote within the LA-PSBAC.
15. Baton Rouge and New Orleans retain the right to opt out of the Louisiana State Coordinated Local build network plan and obtain Core network services from other State, Local or commercial network core service providers, so long as Louisiana statewide user interoperability is maintained. Louisiana Statewide user interoperability is defined at the device level; where users who purchased devices to work on the Baton Rouge, and New Orleans networks; those devices must be able to work on networks that have been reconfigured with a new Core.
16. Additional Radio Access Network (RAN) Users: It is understood between all signature agencies that additional RAN users may be added to this MOU. The signature agencies collectively agree to determine, at a later date, the definition of an additional RAN user and the qualifications required to add additional RAN users to this MOU. The signature agencies further agree that if additional RAN users are added they will have equal membership and representation on the LA-PSBAC and all the rights, privileges, and responsibilities of such membership.

PERIOD OF PERFORMANCE

This MOU shall begin on January 1, 2012 and shall terminate on December 31, 2017.

TERMINATION FOR CAUSE

The signature agencies may terminate this MOU for cause based upon the failure of the other signature agencies to comply with the terms and/or conditions of the MOU or a cause based upon a prohibition by law; provided that the initiating signature agency shall give written notice to the other signature agencies specifying the failure. If within thirty (30) days after receipt of such notice, the failure has not been either corrected or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the signature agency may, at its option, place the MOU in default and the MOU shall terminate on the date specified in such notice. Notice shall be delivered as follows:

- GOHSEP: Brant Mitchell, Deputy Director of Management, Finance, and Interoperability
- EBR:
- NO:

If this MOU is terminated by GOHSEP, then GOHSEP will work in good faith to negotiate an agreement that would allow the remaining signature agencies to assume full responsibility for the core and associated maintenance / operation costs, with the intent of maintaining the Louisiana statewide user interoperability.

OWNERSHIP

All records, reports, documents and other material delivered or transmitted to either party shall remain the property of the original agency and shall be returned upon request.

AUDITORS

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of either party, which relate to this MOU.

FISCAL FUNDING

The continuation of this MOU is contingent upon the appropriation of funds by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the MOU, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the MOU, the MOU shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

AMENDMENT and MODIFICATION

The State, Baton Rouge or New Orleans may request modification of this MOU. The modification request must be in writing and all modifications are approved by simple majority vote between signature agencies.

DISCRIMINATION CLAUSE

The signature agencies agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and signature agencies agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Signature agencies agrees not to discriminate in its employment practices, and will render services under this MOU without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by signature agencies, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this MOU.

ACCEPTED AND AGREED UPON:

CITY-PARISH OF BATON ROUGE

By: John D. Carpenter

Print Name: John D. Carpenter

Title: Chief Administrative Officer

Date: January 12, 2012

NEW ORLEANS UASI REGION

By: J.W. Sneed

Print Name: J.W. SNEED

Title: Urban Area Administrator

Date: 1/12/12

GOVERNOR'S OFFICE OF HOMELAND SECURITY
AND EMERGENCY PREPAREDNESS OF THE
STATE OF LOUISIANA

By: Grant Mitchell

Print Name: Grant Mitchell

Title: Deputy Director of Management Finance, Intersparsity

Date: 12 January 2012



EAST BATON ROUGE PARISH
MAYOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS



EBR-NO-STATE MOU SIGNING MEETING

Location: EXECUTIVE OVERWATCH Date: 2012-JAN 12 Time: 02:30 PM - 04:00 PM

	First Name	Last Name	Last 4 Digits SSN	Agency	Phone	E-Mail Address
1	Robert	LeGendre	5523	TDD	703 344-1619	rlogrande@leg25.com
2	Brant	Mitchell	3136	GOHSEP	225-925-7332	brantmitchell@la.gov
3	KEN	HUGHES	1780	City of N.O.	504-658-9716	khughes@nola.gov
4	DARREN	GUIDRY	3956	GOHSEP	225 916 4905	darren.guidry@la.gov
5	Johanne	Moreau	9480	MOHSEP	225-389-2100	jmoreau@brgov.com
6	John	Carpenter	8093	Mayor - Jason Boud	225 389-5103	jcarpenter@brgov.com
7	JERRY	SNEED	6725	City of New Orleans	504 658 8700	jwsneed@nola.gov
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