

Memorandum of Understanding

Between

National Law Enforcement and Corrections Technology Center - Northeast

And the

Town of Orangetown Police Department, New York

This memorandum sets forth the terms of an agreement between The National Law Enforcement and Corrections Technology Center – Northeast and the Town of Orangetown Police Department (New York), on participation in an operational evaluation of multiband Software Defined Radio (SDR) technology.

I. Background

Communication among neighboring agencies continues to be a hurdle for many State and local law enforcement agencies. Multiband SDR technology is now primarily available in the military marketplace. This emerging technology, if applied in a public safety setting, will potentially facilitate communications on multiple public safety frequency bands in the 30 – 512 MHz radio spectrum. This agreement provides for a technology evaluation that will provide NIJ with valuable feedback on SDR based multiband radio technology. Activities outlined via this agreement will be used to evaluate the potential this technology will provide in regard to interoperable communications, as well as improving day-to-day operational efficiencies.

II. Statement of Work

A. Objective

To operate and evaluate the performance of SDR multiband radios in an operational environment, via NIJ provided equipment and technical assistance.

B. Scope

This agreement provides for the participation of Orangetown in the operational evaluation of SDR multiband radios. NLECTC-NE, will provide the Town of Orangetown with SDR multiband radios for the evaluation. Orangetown will employ the SDR multiband radios to communicate with various agencies and participate in the collection of data on radio performance. Upon completion of this effort, Orangetown shall return the SDR multiband radios to NLECTC-NE, along with the data that was collected. Orangetown may at a future date, as mutually agreed upon, be asked to participate in follow-up data collection.

C. Tasks

1. NLECTC-NE, with funding from NIJ, will:
 - a. Provide overall project directions and guidance.
 - b. Provide on loan, SDR multiband radio technology, including ancillary equipment, to the Town of Orangetown for evaluation purposes
 - c. Assist Orangetown with the FCC experimental license application process..
 - d. Provide technical support, to the Town of Orangetown, as it exercises the SDR multiband radio technology in a public safety environment.
 - e. Identify system performance data of interest to NIJ throughout this evaluation.
 - f. Assemble and disseminate a final report as appropriate.
2. Orangetown will:
 - a. Promptly apply for an experimental Federal Communications Commission (FCC) license to operate SDR multiband radios. (The parties anticipate the FCC will grant an experimental license within twelve (12) months).
 - b. Commence the evaluation upon receipt of the radio equipment and an appropriate FCC license.
 - c. Identify and provide radio operator(s) for training on system utilization and for operation of the SDR multiband radios.
 - d. For an initial period of twelve (12) months, employ the SDR multiband radios in an appropriate manner, as determined by Orangetown, and within the operational limitations contained within the FCC authorization.
 - e. Return all equipment provided at the end of the evaluation.
 - f. Cooperate with NLECTC-NE in ongoing data collection leading to a final report and evaluation.

D. Deliverables

Orangetown will provide data relevant to system evaluation, to include periodic informal updates (e.g., by phone, fax, e-mail). The method and frequency of the provision of this data is to be mutually agreed upon between the Orangetown Management and the NLECTC-NE.

E. Management and Key Personnel:

1. Orangetown Management

The Orangetown point of contact for this effort will be:

Donald Butterworth

Administrative Lieutenant

Town of Orangetown Police Department

Office: (845) 359-3700

Email: BUD148@AOL.COM

2. NLECTC-NE Support

The NLECTC-NE Support for this effort will be:

Phil Harris

Senior Communications Engineer

NLECTC-NE
Office: (315) 339-6184
Email: philip.harris@l-3com.com

F. Funding:

Each of the parties to this agreement will provide the funds necessary to accomplish its respective tasks as set forth in Section III.C of this agreement.

III C m

III. Agreement Period

This agreement will become effective as of the date of the last signature hereunder and shall remain in effect for forty-eight (48) months, or until six months after the associated FCC experimental license expires.

IV. Modification

This agreement may be modified, in whole or in part, by the written agreement of the parties, at any time during the agreement period.

V. Termination

Any party may terminate this agreement, at any time during the agreement period, with at least sixty (60) calendar days advance written notification to the other parties.

VI. Liability

Orangetown agrees not to assert against the United States Government or NLECTC-NE any claim of any kind that might arise from the use, misuse, or malfunction of any equipment provided under this agreement and further agrees to indemnify the United States Government and NLECTC-NE for any damage to life or property resulting from the misuse or negligent use of any such equipment, except that there shall be no indemnification by Orangetown for damage to the SDR multiband radios caused by ordinary (but not gross) negligence.

VII. Limitations

All payments and activities under this agreement are subject to the availability of federal funds. No provision shall be interpreted to require obligation or payment of federal funds in violation of the Anti-Deficiency Act, 31 U.S.C. section 1341.

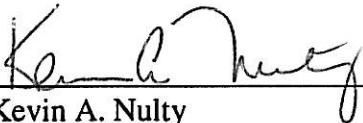
VIII. Signatures

Agreed:



John Ritz
Director
National Law Enforcement and Corrections
Technology Center - Northeast

Date: 3/8/07



Kevin A. Nulty
Chief of Police
Orangetown Police Department

Date: 2/6/2007