MEMORANDUM OF UNDERSTANDING

THIS MEMORANUM OF UNDERSTANDING (this "MOU") is entered into as of October 14, 2010 (the "Effective Date"), by and between SALT LAKE CITY, a municipal corporation of the State of Utah ("City"), and THE UNIVERSITY OF UTAH, a body politic and corporate of the State of Utah ("University"), each a "Party" and collectively, the "Parties".

RECITALS:

A. The Salt Lake City Police Dispatch office (the "City Dispatch") serves as the Primary Public Safety Answering Point ("PSAP") for the Salt Lake City.

B. The University Of Utah Department Of Public Safety ("UUPD") provides the primary law enforcement coverage for the University of Utah campus (the "University Campus"). In addition, UUPD is the answering point for all direct dial fire and medical calls that occur on the University Campus. However, the University does not have its own PSAP and all emergency 911 calls originating from anywhere on the University Campus are automatically routed to City Dispatch.

C. When an emergency 911 call originates from the University Campus, City Dispatch receives the phone number and physical address of the caller through the City's 911 phone system, including the Automatic Number Identification/Automatic Location Identification ("ANI/ALI") information for the calls.

D. Emergency 911 calls for fire or medical emergencies on the University Campus are transferred from City Dispatch to the Salt Lake City Fire Department ("City Fire") which dispatches fire trucks and emergency medical personnel to address those emergencies on the University Campus. City Fire has full phase two emergency 911 capability and calls transferred from City Dispatch to City Fire automatically include the ANI/ALI information for the caller. Therefore, City Fire can respond to these emergencies without verbal follow-up with City Dispatch.

E. Emergency 911 calls for police emergencies on the University Campus are taken at City Dispatch and then conveyed by phone to UUPD dispatch. Because fire and medical emergencies also require a police presence, emergency 911 calls for fire and medical emergencies on the University Campus are taken at City Dispatch and then conveyed by phone to UUPD dispatch.

F. UUPD currently does not have phase two emergency 911 capability. Therefore, when emergency 911 calls are received by City Dispatch, they cannot be automatically transferred to UUPD dispatch. UUPD dispatch cannot automatically receive the ANI/ALI information. Instead, City Dispatch must take the information from the emergency 911 caller and verbally convey to UUPD information regarding the emergency, the person placing the emergency 911 call and the physical address of that person. Alternatively, City Dispatch can transfer the caller directly to UUPD dispatch. This creates unnecessary delay in UUPD's response time for emergencies on the University Campus.

G. City and University both wish to formalize the current arrangement between them for handling of emergency 911 calls. In addition, the Parties wish to work collaboratively to obtain for the University phase two emergency 911 capability.

NOW THEREFORE, in consideration of the foregoing recitals which by this reference are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and University agree as follows:

1. City PSAP. City Dispatch will continue to serve as the Primary PSAP for emergency 911 calls originating from the University Campus.

2. Emergency Notification. Until such time as the University becomes phase two 911 capable, City Dispatch will gather relevant information from 911 police, fire and medical emergency calls. For fire and medical emergencies, City Dispatch will automatically transfer the ANI/ALI information to City Fire for a response. For all other emergencies, City Dispatch will telephone UUPD dispatch and convey relevant information necessary for the UUPD to respond to the emergency.

3. University Phase Two Emergency 911 Capability. Because it is in the interests of both the City and the University to have the University become phase two 911 capable, City and University will work collaboratively to seek necessary grant funding from the Utah 911 Committee that will allow the University to purchase the equipment necessary to become phase two 911 capable. After the University becomes phase two 911 capable, City will continue to notify the University of 911 calls by automatically transferring the ANI/ALI information to University for a response.

4. No Compensation. Neither City nor University shall request or receive reimbursement for the emergency notification process described in this MOU, except as otherwise provided herein, or as otherwise mutually agreed to by the Parties in writing.

5. No Waiver of Immunity. The Parties are bodies politic and corporate of the State of Utah and are governmental entities under the Governmental Immunity Act of Utah, Section 63G-7-101 *et seq.* of the Utah Code, as the same may be amended (the "Act"). Neither Party waives any defenses or immunity available under the Act, nor does any Party waive any limits of liability now or hereafter provided by the Act. Without limiting the generality of the foregoing, nothing herein shall be construed to waive any of the privileges and immunities associated with law enforcement or other related services, including emergency medical services, provided by City or University. It is not the intent of either Party to incur by contract any liability for the operations, acts, or omissions of the other Party or any third party and nothing in this MOU shall be so interpreted or construed.

6. Term and Termination. The term of this MOU (the "Term") shall commence as of the Effective Date and continue through June 30, 2011. At the end of the Term, this MOU shall automatically renew for additional one year periods ("Extension Years") unless earlier terminated as provided herein. Any Party may terminate this MOU at any time prior to the expiration of the Term or any Extension Years by giving the other Party at least 30 days' prior written notice of such termination. Any liabilities, rights, and obligations that accrued prior to

the date of the expiration or termination of this MOU shall survive such expiration or termination.

7. Whole Agreement, Modifications. This MOU constitutes the entire agreement between the City and the University concerning the subject matter of this MOU and it cannot be altered except in writing signed by both the City and the University.

8. Severability. If any provision of this MOU shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

9. No Third Party Beneficiaries. This MOU is not intended to benefit any party or person not named as a Party specifically herein.

10. Party Personnel Not Agents of the Other. The employees of the Parties to this MOU are solely the officers, agents, or employees of the entity which hired them. Each Party shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims. The Parties shall not be liable for compensation or indemnity to any other Party's employee for injury or sickness arising out of his or her employment, and the Parties shall not be liable for compensation or indemnity to any Party employee for injury or sickness arising out of his or her employment.

11. Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. University represents that it has not in connection with this MOU (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

12. Counterparts. This MOU may be executed in original counterparts, each of which will be deemed an original.

13. Titles and Captions. The titles and captions of this MOU are for convenience only and in no way define, limit, augment, extend or describe the scope, content or intent of any part of this MOU.

IN WITNESS WHEREOF, the City and the University have caused this MOU to be signed by their duly authorized officers as of the Effective Date set forth above.

SALT LAKE CITY CORPORATION,

a municipal corporation

By: Chris Burbank

Its: Chief of Police

THE UNIVERSITY OF UTAH,

a body politic and corporate of the State of Utah

By: ARNOLD B. COMBE

Its: VICE PRESIDENT FOR

ADMINISTRATIVE SERVICES