

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE LFUCG AND TRANSYLVANIA UNIVERSITY DEPARTMENT OF PUBLIC
SAFETY
REGARDING
USE OF THE 800 MHz P25 TRUNKED RADIO SYSTEM**

This Agreement entered into this, the 20th day of February, 2014, by and between the Lexington-Fayette Urban County Government, hereinafter referred to as LFUCG and Transylvania University Department of Public Safety, hereinafter referred to as TUDPS.

WITNESSETH

WHEREAS, the parties to this Agreement are committed to delivery of the highest possible level of fire, law enforcement, medical emergency and related services; and

WHEREAS, the parties to this Agreement believe that interoperability – the ability for public safety agencies and communications centers to seamlessly communicate with each other – is a critical component of state-of-the-art public safety radio communications and computer aided dispatching systems; and

WHEREAS, the parties to this Agreement are committed to participating in the use and support of such state-of-the-art public safety radio communications that:

- Provide for efficient and effective support of the delivery of public safety services to people who need help;
- Provide the greatest support possible for firefighters, paramedics, law enforcement officers and others for whom reliable, interoperable communications systems can mean the difference between life and death;
- Provide for the collection and provision of data needed to monitor the continuing effectiveness of radio communications systems to assure that the standards of such systems are met;
- Provide for establishment of benchmarks against which proposals for changes and improvements in the radio communications system operations can be measured, changed; and

WHEREAS, the LFUCG has purchased and provided for installation of a state-of-the-art interoperable public safety radio communications system based upon the 800 megahertz P25 trunked radio system (radio system) that is capable of supporting trunked radio services and capable of being expanded in a manner consistent with current public safety communications technical standards; and

WHEREAS, the TUDPS wishes to use and access on a limited basis the radio system within its own jurisdiction, and to establish or improve its ability to interoperate with other jurisdictions,

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the LFUCG and TUDPS agree as follows:

The TUDPS is respectfully requesting access to radio talk groups assigned to the Lexington Division of Police on the radio system to enable two - way communications between our agencies. This would enhance our officer's safety and provide an interoperability capability with Lexington Police that may not be possible after the 800 MHz trunked radio system is fielded as the TUDPS works daily side-by-side with Lexington Police Officers. Usage of the radio system will include

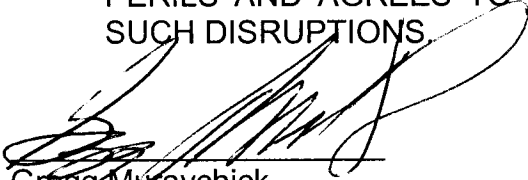
The TUDPS agrees that its push to talk (PTT) frequency will be very low, resulting in very limited system loading and use will primarily pertain to joint operations with Lexington Police. This radio system access is primarily to support officer safety through interoperability. TUDPS agrees that their daily internal communications will be conducted over the communications system owned and operated by the TUDPS.

The TUDPS further agrees:

- The TUDPS will not be relying entirely on the LFUCG 800 MHz radio system for day-to-day operation. This agreement is intended to cover periodic use and use related to joint operations between the TUDPS and the Lexington Division of Police. In the event the TUDPS relies on the LFUCG radio system for day-to-day operation or system loading indicates otherwise, the LFUCG reserves the right to amend this agreement and establish a cost sharing plan for system maintenance with the TUDPS.
- Permitted users of the radio system include only the TUDPS. The TUDPS will not expand users beyond its department without approval of the Lexington Division of Police and/or Division of Enhanced 911. Expansion of users may incur fees to TUDPS.
- To ensure that the channel capacity of the radio system will not be unnecessarily reduced, TUDPS shall not utilize a telephone interconnect capability on subscribers. TUDPS may purchase radios with private talk capability, but use of the feature shall be limited to senior management.
- Any notice, report of demand which must be given or made by a party hereto under the terms of this Agreement shall be sent by registered or

certified mail, return receipt requested. Notices to the LFUCG shall be sent to the Commissioner of Public Safety, 200 E. Main Street, Lexington, KY 40507. Notices to the Transylvania Department of Public Safety Chief shall be sent to 300 North Broadway, Lexington, KY 40508.

- It is understood and agreed that the entire MOU between the parties is contained herein and that this MOU supersedes all oral arguments, previous written agreements, and negotiations between the LFUCG and TUDPS.
- Any alterations, variations, modifications, or waivers of the provisions of this MOU shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.
- The LFUCG shall not be responsible for interruptions in system service due to the forces of nature, war, manmade disasters or other such acts beyond the control of the LFUCG.
- THE LFUCG MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO USMS IN CONNECTION WITH ITS USE OF SERVICE. THE USMS ACKNOWLEDGES THAT SERVICE DISRUPTIONS WILL OCCUR FROM TIME TO TIME DUE TO, BUT NOT LIMITED TO, ACTS OF GOD, MECHANICAL MALFUNCTION, FIRE, THEFT OR OTHER UNFORSEEN PERILS AND AGREES TO HOLD THE LFUCG HARMLESS FOR ALL SUCH DISRUPTIONS.

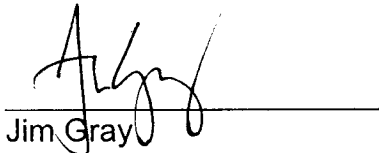


Gregg Muravchick
Chief

Transylvania University Department of Public Safety



Ronnie Bastin
Chief of Police



Jim Gray
Mayor
Lexington-Fayette Urban County Government