

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ²¹ day of ~~October~~ ^{November}, 2025 (the “Effective Date”), to set forth the terms and understanding between Baptist Healthcare System, Inc. d/b/a Baptist Health Lexington, a Kentucky nonprofit corporation (“**Baptist**”) and Lexington Police Department, a division of the Lexington-Fayette Urban County Government on behalf of the Division of Police (“**LPD**”).

WHEREAS, Baptist is a hospital provider physically located in the City of Lexington, Kentucky with a helipad located at 3000 Baptist Health Boulevard in Lexington, Kentucky (the “**Helipad**”);

WHEREAS, LPD may require the temporary use of Baptist’s helipad from time to time for its police helicopter(s) when LPD’s helipad is unavailable or it is inconvenient for LPD to return to its helipad; and

WHEREAS, the parties are entering into this MOU in the interest of best serving the needs of the citizens of the City of Lexington, Fayette County, Kentucky.

NOW THEREFORE, in consideration of the mutual covenants stated in this MOU, the parties hereby agree as follows:

1. Beginning October 7, 2025, LPD will have access to, and use of, the Helipad, including means of ingress and egress thereto. The parties agree that Baptist will not be responsible to provide to LPD any fuel, materials, supplies, or any other items or services pursuant to this MOU or incident to LPD’s use of the Helipad. Baptist will use commercially reasonable efforts to keep the Helipad in good order and repair, performing necessary repairs and maintenance to the same at its expense to keep the Helipad safe and in compliance with all federal, state and local laws, rules and regulations governing the use of a helipad. Baptist will use commercially reasonable efforts to ensure that no equipment, vehicles or aircraft (including helicopter(s)) are stored or kept on the Helipad during the Term (defined below) of this MOU. Anything herein to the contrary notwithstanding, Helipad is provided “as is” and “with all faults,” and Baptist makes no representation or warranty of any kind, express or implied, with respect to the condition of the Helipad, including habitability, fitness, or suitability for a particular purpose. BAPTIST HEREBY DISCLAIMS AND LPD HEREBY WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, FITNESS, OR SUITABILITY FOR A PARTICULAR PURPOSE. LPD ACKNOWLEDGES THAT NEITHER BAPTIST NOR ANY AGENT OF BAPTIST HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE HELIPAD OR THE SUITABILITY OF THE HELIPAD FOR THE PURPOSE HEREIN INTENDED. BY OCCUPYING THE HELIPAD, LPD IS DEEMED TO HAVE ACCEPTED THE HELIPAD AS SUITABLE FOR ITS PURPOSE.

2. The MOU term shall be for one (1) year (the “**Initial Term**”) commencing on the Effective Date, defined above, subject to earlier termination as set forth herein. This MOU shall automatically renew for successive one (1) year renewal terms (each a “**Renewal Term**”) unless either party gives written notice at least thirty (30) days prior to the expiration of the Initial Term or the then current Renewal Term of an intention not to renew. The Initial Term and any Renewal Term(s) are referred to collectively as the “**Term.**” Either party may terminate this Agreement upon at least three (3) days prior written notice to the other party. Use of the Helipad by LPD under this MOU shall be without charge to LPD.
3. LPD agrees that Baptist shall have sole discretion as to the availability of the Helipad when it receives a request from LPD for use of the Helipad and that Baptist can refuse LPD’s request to use the Helipad at any time, for any reason, or for no reason. LPD further agrees that at any time that LPD’s helicopter is parked on the Helipad, Baptist may request that the helicopter vacate the Helipad immediately and LPD will comply with such request as soon as it is safe to do so.
4. In the use of the Helipad, LPD and its personnel will fully comply with all applicable federal, state, and local laws, rules, and regulations. LPD shall use such Helipad in an efficient, non-wasteful, and professional manner. Except for the Helipad, LPD shall not be permitted and shall not use any of the Baptist’s other facilities without the prior written consent of Baptist. After each use of the Helipad, LPD shall remove all equipment, supplies, trash, or other items from the Helipad that were brought or otherwise placed there by LPD or any of its officers, staff, agents, or employees. LPD shall in no way interfere with the use of the Helipad or any Baptist facilities by Baptist, its employees, patients or guests. LPD shall not cause and shall not permit its officers, staff, agents, or employees to cause damage to the Helipad, Baptist or to any premises or property of Baptist. The repair or replacement cost related to any damage to Baptist’s facilities and property, including the Helipad, by LPD, its officers, staff, agents, or employees shall be the responsibility of LPD.
5. LPD will follow the particular aircraft procedures below:
 - A. All inbound helicopter aircraft (“**HA**”) are requested to contact Baptist Security Dispatch by phone at (859) 422-8192 no later than fifteen (15) minutes prior to the expected time of arrival (“**ETA**”) at Helipad, then again within five (5) minutes of the ETA at the Helipad. The Baptist Communication Specialist will provide the aircraft with known alerts including hazards, inbound, and outbound helicopters on the Helipad.
 - B. Pilots and/or communications specialists have the authority to delay or divert the landing or lift-off of aircraft on the Helipad. Examples to promote safe flying conditions include, but are not limited to weather, helipad maintenance, helicopter traffic, and multiple aircraft already on the Helipad.
 - C. Pilots will utilize and monitor frequency **123.025** within twenty (20) nautical miles of the intended landing area. Within five (5) nautical miles of the intended landing

area, the Pilots will state their intentions in the blind and coordinate their movements with other aircraft in the area.

- D. Outbound HA should again contact Baptist Security Dispatch by phone at (859) 422-8192 with departure times and flight plans **prior to departure**.
- E. Pilots should give an advisory call on **123.025** stating intentions and departure route.

While the HA is on the Helipad, pilots are expected to stay with the aircraft. In addition, the pilot is expected to have a communication device (2-way radio, cell phone, etc.) at all times to assure communication with the Baptist Dispatch Communication Center is not delayed or interrupted.

- 6. LPD acknowledges and agrees that it is using the Helipad at its own risk and accepts sole responsibility for the safety of all individuals utilizing the Helipad at its direction. Baptist makes no representations or express or implied warranties as to LPD's use of the Helipad pursuant to this MOU.
- 7. In consideration of Baptist providing use of the Helipad to LPD, LPD agrees that all personal property, including LPD's equipment and supplies, upon the Helipad shall be at the risk of LPD and Baptist shall not be liable for any damage thereto or for any loss or loss of use thereof. LPD assumes all responsibility, risk, and liability for all activities of LPD, its officers, staff, agents, or employees, directly or indirectly conducted in connection with this MOU. LPD agrees, to the fullest extent permitted by applicable law, to indemnify and hold harmless Baptist, its members, successors, representatives, officers, directors, agents, and employees from and against all claims, demands, judgments, costs and expenses (including reasonable attorneys' fees) which may arise by reason of injury or death to any person, or damage to any property, that may have arisen or be alleged to have arisen in connection with (i) the use of the Helipad by LPD, its officers, staff, agents, or employees; (ii) any negligent, reckless, or intentional act or omission of LPD, its officers, staff, agents, or employees; or (iii) any breach of this MOU by LPD. Baptist assumes no responsibility for the loss or damage of LPD's property or the property of its officers, staff, agents, or employees placed on or in the Helipad, and LPD hereby expressly releases and discharges Baptist from any and all liability for loss to such property. This shall not be deemed a waiver of sovereign immunity or any other third-party defense available to LPD.
- 8. Both parties shall, at their sole cost and expense, procure, or through a program of self-insurance, keep and maintain throughout the Term of this MOU, insurance coverage in the minimum amounts of (i) One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate for professional liability, (ii) One Million Dollars (\$1,000,000) per occurrence for General Liability, (iii) One Million Dollars (\$1,000,000) for commercial auto liability, and iv) Five Million Dollars (\$5,000,000) for aircraft liability. Upon request, LPD will promptly furnish to Baptist a certificate of insurance evidencing such insurance with limits meeting the requirements of this MOU.

9. This MOU shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Kentucky.

**BAPTIST HEALTHCARE
SYSTEM, INC. d/b/a
BAPTIST HEALTH LEXINGTON**

By: 

Title: COO

Date: 11-7-25

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

By: 

Title: Mayor

Date: 11/21/2005