

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into on April 1, 2021, by and between **Keeneland Association, Inc.**, with an address of 4201 Versailles Rd., Lexington, Kentucky 40510 (“Keeneland”) and the **Lexington-Fayette Urban County Government on behalf of the Division of Fire and Emergency Services**, with an address of 219 E. Third St. UNIT 219, Lexington, KY 40508 (“LFD”).

WHEREAS, Keeneland and LFD desire to work together in completing certain project(s) and task(s) desired by Keeneland management; and

WHEREAS, Keeneland and LFD have entered into this MOU for the purpose of confirming their present intentions and to outline the working arrangements necessary to complete the desired project(s) and task(s).

1. **Purpose & Scope.** The purpose of this MOU is to confirm the parties’ present intentions with respect to LFD’s provision of the medical and emergency response services described herein by outlining the scope of the desired services and setting forth the terms applicable to any services which may be rendered. Both parties further acknowledge that no contractual relationship is created between them by this MOU. Any additional services not outlined herein that are requested by Keeneland shall be subject to good-faith negotiation and either a new understanding between parties or an amendment to this MOU.

2. **Services.**

a. **Horse Auction Needs.** Keeneland currently conducts four (4) live horse auctions per year, one held in January, one in April, one in September, and one in November (each a “Horse Auction” and together, the “Horse Auctions”). LFD agrees to provide qualified personnel and sufficient professional equipment to provide quality medical coverage and services for person(s) participating in and/or attending Horse Auctions. Unless otherwise mutually agreed, said medical coverage shall include, without limitation, the following for each day of a Horse Auction:

i. Two (2) LFD paramedics shall stage in Keeneland’s Sales Pavilion First Aid and respond, as appropriate, to any and all medical needs requested or reported; and

ii. LFD personnel shall medically treat sustained injuries, wounds, or reported sicknesses; and

iii. LFD personnel shall stage their transport vehicle “buggy” within close proximity of their staging area, in a pre-designated location identified by Keeneland management, thus allowing for quick departure from Keeneland grounds in the event a medical situation requires immediate transport to an off-site medical facility.

b. Live Racing Needs. Keeneland conducts two (2) live race meetings per year, one held in April and one in October (each a “Race Meet” and together, the “Race Meets”). LFD agrees to provide qualified personnel and sufficient professional equipment to provide quality medical coverage and services for person(s) participating in and/or attending live race meetings. Unless otherwise mutually agreed, said medical coverage shall include, without limitation, the following for each day of a Race Meet:

i. Two (2) LFD paramedics shall stage in the Grandstand First Aid and respond, as appropriate, to any and all medical needs requested or reported; and

ii. LFD personnel shall medically treat patron(s), employees, and guest(s) whom may have sustained injuries, wounds, or reported sicknesses; and

iii. LFD personnel shall stage their transport vehicle “buggy” within close proximity of their staging area, in a pre-designated location identified by Keeneland management, thus allowing for quick departure from Keeneland grounds in the event a medical situation requires immediate transport to an off-site medical facility.

3. Terms. The following terms shall apply to Keeneland’s receipt, and LFD’s rendering, of the services outlined in Section 2:

a. LFD personnel shall arrive on Keeneland grounds, with all necessary equipment, at a pre-determined time for each day of a Race Meet during which live racing occurs, and end at a time to be determined by Keeneland management; and

b. LFD personnel shall arrive on Keeneland grounds, with all necessary equipment, at a pre-determined time for each Horse Auction sale day at a time to be determined by Keeneland Management;

and

c. LFD personnel shall provide qualified personnel and sufficient professional equipment to provide quality medical coverage and services for person(s) participating in and/or attending live Race Meets and Horse Auctions; and

d. LFD personnel are designated by the authority of Keeneland management to provide the services described herein; and

e. When performing services within the scope of this MOU, LFD shall notify and inform Keeneland security personnel and/or appropriate staff of all medical situations arising on Keeneland grounds.

f. LFD shall be financially compelled to rectify any and all damages for which LFD is responsible while performing aforementioned services.

4. **Payment.** In exchange for LFD's provision of the services outlined in this MOU, Keeneland shall reimburse LFD at a rate commensurate to LFD employees hourly overtime salary rate (1.5x) as paid to them by the Lexington-Fayette Urban County Government, based upon annual LFD salary, plus any direct expenses incurred by LFD in providing the services, including the costs associated with providing a transport "buggy" and the possession of all necessary and operable equipment needed to perform their duties as situation(s) warrant.

5. **Insurance.** Each party (herein, the "insuring party") shall be responsible for procuring any insurance coverage(s) it deems appropriate in such amounts as the insuring party deems necessary to cover the insuring party's liability or anticipated liabilities in connection with LFD's provision of the services contemplated herein, at the sole cost and expense of the insuring party.

6. **Term.** The term of this MOU shall begin on April 1, 2021 and shall remain in effect until either party provides written notice to the other party setting forth its desire to terminate this MOU.

7. **Confidential.** Both Keeneland and LFD agree to treat this MOU as confidential and neither party shall disclose details to any third party, except that information may be disclosed to any professional advisers (including accountants, legal counsel and other consultants), affiliates, as required by government

authorities or as otherwise required by applicable law.

8. **Governing Law.** This MOU shall be governed by the laws of the Commonwealth of Kentucky.

9. **FARM LIABILITY WAIVER.**

WARNING

Under Kentucky law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.

10. **Non-binding Effect.** This MOU reflects the intention and understanding of the parties with respect to the subject matter outlined herein, but for the avoidance of doubt, the parties acknowledge and agree that this MOU shall not constitute a binding agreement upon any party.

11. **Not an Agent.** This MOU is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the parties or to impose any such obligation or liability upon either party. Keeneland shall have no liability or obligation related to any act or omission of LFD under this MOU or in connection with or related to LFD's provision of the services as contemplated herein, and LFD shall fully indemnify Keeneland for any claims arising therefrom.

[Signature page follows]

For and on Behalf of Keeneland Association, Inc.:

Signature: Shannon Arvin

Name of Signatory: Shannon Arvin, President/CEO. Date: 1 April 2021

For and on Behalf of the Lexington-Fayette Urban County Government:

Signature: Linda Gorton

Name of Signatory: Linda Gorton, Mayor. Date: 1 April 2021