

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CITY OF LAUDERHILL, FLORIDA**  
**AND**  
**MIAMI-BROWARD ONE CARNIVAL HOST COMMITTEE, INC.**  
**REGARDING**  
**MIAMI CARNIVAL J'OUVERT**

This Memorandum of Understanding (“MOU”) is between the CITY OF LAUDERHILL (“CITY”), a Florida municipal corporation, whose mailing address is 5581 West Oakland Park Boulevard, Lauderhill, FL 33313 and MIAMI-BROWARD ONE CARNIVAL HOST COMMITTEE, INC (“HOST”), a Florida not for profit corporation, whose mailing address is 18425 N.W. 2<sup>nd</sup> Avenue, Suite 435, Miami Gardens, FL 33169 (each a “Party” and collectively referred to as the “Parties”).

WHEREAS, CITY is committed to enhancing community engagement and cultural enrichment through a variety of public events and activities; and

WHEREAS, CITY welcomes 35,000 visitors to our entertainment district as we work to become a destination city; and

WHEREAS, HOST is committed to enhancing cultural vitality by promoting events and activities that celebrate and promote the diverse cultural heritage of the community, specifically the robust Caribbean population within the City of Lauderhill; and

WHEREAS, the City and the HOST recognize the mutual benefits of collaborating on the Junior Carnival, Panorama, and Miami Carnival J’ouvert at the Central Broward Park (“Park”) on October 5, 2024, October 11, 2024 and October 12<sup>th</sup>, 2024 respectively (hereinafter referred to as the “Event”), a family oriented cultural extravaganza designed to celebrate the heritage and culture of the Caribbean diaspora; and

WHEREAS, the CITY agrees to provide sponsorship to the Event as a Presenting Sponsor, thereby supporting the HOST’s efforts in organizing and executing the Event in the area of public safety, marketing/promotional assistance, ADA park and ride services, and enhancing the overall experience for attendees through in-kind contributions, and financial donations in the amount not to exceed TWO HUNDRED FIVE THOUSAND DOLLARS AND NO CENTS [\$205,000.00]; and

WHEREAS, the City and the Host intend to establish a framework for their collaboration on the Event, outlining the contributions of each party to ensure the successful planning, expectations, and implementation of the Event; and

NOW THEREFORE, in consideration of the mutual covenants stated herein, the parties hereto agree as follows:

The foregoing recitals are hereby incorporated as the intent of this MOU.

#### **A. CITY RESPONSIBILITIES:**

1. CITY agrees to waive all fees associated with Lauderhill Fire and Police Department details, and other applicable personnel for the Event in the total amount not to exceed ONE HUNDRED THOUSAND DOLLARS [\$100,000.00].
2. CITY agrees to pay the cost of CITY related Event permitting (excluding State and County related permit fees).
3. CITY agrees to pay the cost of the LPAC parking lot rental in the total amount not to exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS [\$7,500.00].
4. CITY agrees to pay the cost of fencing, traffic channelizers such as barricades, cones, way finding signs, and/or drums in the total amount not to exceed FIFTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS [\$52,500.00]. CITY shall remit payment to the product vendor directly.
5. CITY agrees to provide in-kind marketing and promotional assistance and support. The value for marketing and promotion will be in an amount not to exceed a total of TWENTY THOUSAND DOLLARS AND NO CENTS [\$20,000.00].
6. CITY agrees to pay in-kind cost for operation of ADA park and ride valued in a total amount not to exceed TWENTY FIVE THOUSAND DOLLARS AND NO CENTS [\$25,000.00].
7. CITY agrees to the following:
  - a) Provide HOST with City's correct logos and internet links; and
  - b) Provide HOST with all requisite feather banners, bunting, cups, rags, flags, and other such sponsor collateral items for the purpose of branding at HOST's sponsored events.

#### **B. HOST RESPONSIBILITIES:**

1. Event Development and Production. HOST will develop and produce the Sponsored Events, as permitted by law - both Florida state law and the local applicable laws for Miami- Dade County and Broward County. Additionally, HOST will be responsible for all activities necessary to operate the Sponsored Event, including, but not limited to, obtaining all necessary permits, setting up the Sponsored Events, promoting the Sponsored Events, providing adequate security and crowd control arrangements, conducting the Event in a manner that does not result in injury to persons or damage to property, and conducting any other activity necessary to operate the Event. HOST will receive all profits from ticket sales to the Sponsored Events.
2. HOST agrees to submit an County's special event permit application inclusive of site plan.
3. HOST must provide a Certificate of Insurance naming the City of Lauderhill as additional insured.
4. HOST must pay a non-refundable \$1000 deposit to CITY for parking lot clean up.
5. The HOST is responsible for all other aspects of the Event.

6. The HOST agrees to provide the following to CITY in its capacity as a Presenting Sponsor:
- a) Exclusive Marketing Rights - Right to activate a co-branded promotion utilizing the MBC logo (subject to approval and at the sponsor's expense); CITY logo on all Official Miami Carnival Step & Repeat signage and LED screens
  - b) On-site Activation - One (1) corporate (10 x 10) booth in prime location at venue for sampling and/or information dissemination; Three (3) sponsor-supplied 20' banners to be displayed at all event venues; and up to 2 minutes of stage time for presentation and acknowledgment.
  - c) Hospitality - Fifteen (15) VIP passes for 10.13.24, including sponsor hospitality garden; and Fifteen (15) General Admission tickets for all other official carnival events.
  - d) Media and Public Relations - Logo inclusion on print and online advertising in the USA and the Caribbean; One (1) Full Page ad in Miami Carnival Zine; Name inclusion in press release and radio ad buys (30 second commercials); Featured in 5 Carnival social media integration on Instagram and Facebook; Two (2) Exclusive promotional e-blast to 39K+ e-mail subscribers; and 15/30-second TV commercials with each break on streaming or live platforms.
7. All notices regarding this MOU shall be between the contact persons indicated below:

**CITY OF LAUDERHILL:**

Desorae Giles-Smith  
City Manager  
City of Lauderhill City Hall  
5581 West Oakland Park Blvd.  
Lauderhill, FL 33313  
E-mail: dgiles@lauderhill-fl.gov

**MIAMI-BROWARD ONE CARNIVAL HOST COMMITTEE, INC**

Joan Hinkson, Chairperson  
18425 NW 2<sup>nd</sup> Ave., Ste. 435  
Miami Gardens, FL 33169

The contact person may be changed at any time by either Party by giving the other Party written notice of same.

**C. INDEPENDENT CONTRACTOR STATUS:**

The HOST, and all individual volunteers, are independent contractors and nothing contained in this MOU shall be interpreted to establish any relationship other than that of an independent contractor between the parties as they are not within the control or employment of the City.

**D. INDEMNIFICATION:**

The City shall neither be responsible nor incur any liability for the actions, inactions, omissions or commissions of the HOST or any of its officers, employees or agents in performing under this

agreement. City shall be entitled to all the protections, immunities and statute of limitations provided in Florida Statutes, Section 768.28. HOST agrees to indemnify, release and hold harmless the City for any and all negligent and intentional acts caused directly or indirectly by HOST, its agents, employees, volunteers, and /or representatives.

#### **E. TERMINATION:**

Should the HOST fail to meet the terms and conditions of the signed MOU, the City has the right at any time to terminate the Agreement with seven (7) days notice, or immediately in the event of a material breach by the HOST, City would no longer be obligated to provide any sponsorship services if the Event does not proceed due to default of the HOST.

This MOU represents the final and complete understanding of the Parties regarding the subject matter of this MOU and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this MOU are contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective and duly authorized officers as of the day and year written below.

CITY OF LAUDERHILL

MIAMI-BROWARD ONE CARNIVAL  
HOST COMMITTEE, INC.

By: \_\_\_\_\_  
Desorae Giles-Smith  
City Manager

By: \_\_\_\_\_  
Joan Hinkson  
Title: Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Andrea M. Anderson

Attest: \_\_\_\_\_  
Signature

City Clerk  
Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date