

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, made and entered into this 14th day of April, 2026, by and between the Lexington-Fayette Urban County Government, 200 East Main Street, Lexington Kentucky 40507 ("LFUCG"), and the Foundation for Latin American Culture and Art (FLACA), a non-profit Kentucky Corporation, with its principal office located at 616 Wellington Way Suite D, Lexington KY 40503;

WITNESSETH AS FOLLOWS:

PURPOSE. This Memorandum of Agreement (MOA) is entered into by the parties to authorize, establish, and define mutual Agreement and mutual obligations between the parties for the partnership in co-hosting a Festival Latino De Lexington (hereinafter "festival") for the City of Lexington to showcase and celebrate the culture and heritage of Latin America to be held during National Hispanic Heritage Month, this year to be celebrated September 18 - 19, 2026 at the Robert F. Stephens Courthouse Plaza. The date shall be rain or shine, without option for a rain date or alternate schedule.

- I. **TERM.** This Agreement shall take effect upon execution and be in effect for one (1) year.
- II. **DUTIES.**
 1. LFUCG shall be responsible for the following elements of producing the festival:
 - a. Filing the Special Event Permit application and serve as liaison to Mayor's office on event details.
 - b. Coordinating with other necessary city agencies and Robert F. Stephens Courthouse Plaza Management Group.
 - c. Soliciting, all food, merchant, and information vendors that participate in the festival, in collaboration with FLACA.
 - d. Organizing and managing all food, merchant, and information vendors that participate in the festival.
 - e. Collaborating with FLACA on selection of all food, merchant and information vendors.
 - f. Taking all reasonable steps necessary to ensure that the festival receives all required governmental inspections and approvals.
 - g. Communicating with FLACA all recommendations and referrals regarding festival content and schedule.
 - h. Prescribing the physical layout of the festival, including activities, vendors, booths, staging, and sponsors, after collaboration with FLACA.

- i. Coordinating management contracts for all professional services including entertainment.
- j. Coordinating and managing services provided by LFUCG; preparing for the festival, maintaining the grounds and LFUCG provided equipment and supplies during the festival, and cleaning and repairing the grounds after the festival.
- k. Coordinating rental equipment necessary for the festival, including Showmobile (when available), sound equipment, barricades and traffic cones.
- l. Providing a limited number of 10x10 tents, tables, chairs, portable restrooms, and picnic tables as agreed upon in collaboration with FLACA within fourteen (14) days of the festival.
- m. Ensuring that sufficient electrical systems are reasonably available at the festival for artists, vendors, entertainers, staff, volunteers, sponsors, and guests.
- n. Providing on-site event management during the festival.
- o. Providing timely approval and regular communication regarding all aspects of festival coordination, advertising and management.

2. FLACA shall be responsible for the following elements of producing the festival:

- a. Soliciting and selecting entertainment for the festival.
- b. Serving as liaison between LFUCG and the activity participants to advise, promote and coordinate the festival.
- c. Coordinating community meetings to draw support and gather input for event content.
- d. Identifying a group of a maximum of three FLACA board members to communicate with and hold regular scheduled meetings with Parks & Recreation Special Event Manager to determine final festival content.
- e. Referring, food, merchant, information vendors, and sponsors to LFUCG for participation in the festival.
- f. Collaborating with LFUCG on the selection of food, merchant and information vendors and sponsors.
- g. Advising and assisting with LFUCG on cultural relevance and variety of submitted vendor applications.
- h. Coordinating country booths, opening ceremony and country presentations.
- i. Coordinating with LFUCG on sponsorship options, including booth size and location, festival space and logistics in advance of soliciting sponsors, and providing a copy of the sponsorship packages being offered at least sixty (60) days prior to the festival.
- j. Providing a copy of the festival sponsorship options to LFUCG at least fourteen (14) days prior to the festival.
- k. Coordinate, install and break-down/dispose of FLACA provided equipment, supplies, and decorations after the festival.

- l. Arranging and paying for overnight security for the duration of the festival as needed and determined by LFUCG.
- m. Coordinating and providing FLACA representative staff and volunteers during the festival.
- n. Coordinating with Parks and Recreation on scheduling and location for portable staging. FLACA is responsible for paying for any portable staging used other than the Parks and Recreation Showmobile, and arranging set up and tear down with the vendor during the festival.
- o. Collaborating and coordinating with Parks and Recreation Information Office on the creation and distribution of all marketing and advertising materials related to the festival and intended for public release.
- p. Submitting all marketing and advertising materials related to the festival and intended for public release, along with their proposed release date, to LFUCG for approval as soon as reasonably practicable, but in no case later than fourteen (14) days before the proposed release date.
- q. Providing timely approval and regular communication, through three FLACA board members designated by FLACA regarding all aspects of festival coordination, advertising and management.

III. ADVERTISING. All promotional materials shall identify the festival as the "Festival Latino de Lexington" and shall identify "Lexington Parks and Recreation" and "Foundation for Latin American Culture and Art" as co-producers of the festival. All promotional materials shall bear the official logo of both FLACA and Lexington Parks and Recreation, as provided by LFUCG, or the name of both FLACA and Lexington Parks and Recreation in equal scale and prominence. Materials shall not be released to the public unless and until approved by both parties, FLACA and LFUCG.

IV. FINANCIAL TERMS

1. LFUCG shall solely solicit and issue permits to professional, licensed mobile food and beverage, merchant and information vendors who offer goods and services at the festival. All proceeds from such permits shall be retained by LFUCG in an account which will be paid to FLACA pursuant to subsection V(E).
2. LFUCG Parks and Recreation will provide funds from the current fiscal year budget allocation for operating support (TBD annually with city's approved budget) following the event and after all Parks and Recreation expenses have been paid.
3. FLACA shall solicit festival sponsors pursuant to the agreed upon sponsorship options, provided that FLACA shall not enter any legally binding sponsorship agreement unless such agreement is first approved in writing by LFUCG, which approval shall not be unreasonably withheld. All proceeds from such fees shall be held by FLACA.

4. By no later than sixty (60) days from the last day of the festival, FLACA shall submit to LFUCG an itemized statement of all expenses incurred in co-hosting the festival and all revenue received or owed it from or in connection with the festival, including without limitation all revenue received or owed as fees or under sponsorship agreements. LFUCG shall have thirty (30) days from receipt to review FLACA's statement and request any additional information it may deem necessary to verify the information contained therein, which additional information FLACA shall provide in a timely manner.
5. FLACA is to set aside all funds raised for and through the festival to exclusively benefit the festival.

V. INSURANCE & LIABILITY

1. FLACA shall provide a Certificate of Insurance Naming LFUCG (200 East Main Street Lexington, KY) as "additional insured" in the amount of one million dollars per occurrence. Copy must be given to Parks and Recreation prior to the event.
2. FLACA assumes full responsibility and liability for any and all damages to LFUCG persons or property it, or its agents, employees, or officers may cause during any event on LFUCG property while this Agreement is in effect. This provision shall survive the termination of this Agreement.
3. FLACA shall defend, indemnify, and hold harmless LFUCG, its officers, agents, employees, and officials from and against any and all liability loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of or in connection with the performance of FLACA's responsibilities under this Agreement. Nothing herein shall be interpreted as or deemed a waiver of any defense available to LFUCG, including sovereign immunity. This provision shall survive the termination of this Agreement.

VI. MISCELLANEOUS


1. All communications related to this Agreement that are directed to LFUCG shall be communicated in writing to Special Event Manager, 545 N. Upper St., Lexington, KY 40508. All communications related to this Agreement that are directed to FLACA shall be communicated in writing to Chair, FLACA Festival Committee, 616 Wellington Way Suite D, Lexington KY 40503.
2. This Agreement constitutes the entire agreement between parties. There are no covenants, agreements, promises, terms, provisions, conditions, undertakings, or Agreements, oral or written, between the parties other than as set forth herein.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

By: _____

Date: _____

**FOUNDATION FOR LATIN AMERICAN
CULTURE AND ART**

By:  Jackie Arakaki

Date: 04/14/2026