



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32801

Legislation Text

File #: 26-0834, **Version:** 1

Interoffice Memorandum

DATE: June 12, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Venerria L. Thomas, Director

FROM: Kyle Kent, Manager

CONTACT: Kyle Kent, Manager

PHONE: (407) 836-6202

DIVISION: Parks and Recreation Division

ACTION REQUESTED:

Approval and execution of StoryWalk Loan and Exhibition Renewal Agreement by and between Orange County, Florida and Orange County Library System and authorization for the Mayor or designee to execute any further necessary amendments to such agreement that does not change the scope of the project or increase the overall project budget. This project is located at Shadow Bay Park. District 1. (Parks and Recreation Division)

PROJECT: N/A

PURPOSE: This is an agreement between Orange County, Florida and the Orange County Library System to install a StoryWalk Exhibit at Shadow Bay Park.

The StoryWalk project was first proposed by the Orange County Library System in August 2021 as a collaborative initiative with Orange County Parks and Recreation to install a permanent StoryWalk in southwest Orange County. Following discussions with Parks and Recreation leadership, Shadow Bay Park was identified as the preferred location, and approval to move forward was granted in August 2021. During September 2021, library and park staff conducted a site review and developed a draft agreement outlining responsibilities and project expectations. The project advanced to the Board on May 10, 2022, when the Board approved and executed the StoryWalk Loan and Exhibition Agreement between Orange County and the Orange County Library System. Following approval of the agreement and completion of implementation efforts, the StoryWalk celebrated its grand opening at Shadow Bay Park on January 28, 2023. In 2025, the parties mutually agreed to a one-year extension of the agreement, extending its term through May 22, 2026. This agreement will extend the term by five years. Since its approval, the partners have continued to collaborate on planning,

maintenance, and programming efforts to support the StoryWalk at Shadow Bay Park.

The attached agreement has been reviewed and approved by the Risk Management Division and County Attorney's Office.

BUDGET: N/A

BCC Mtg. Date: July 14, 2026

StoryWalk Loan and Exhibition Renewal Agreement

This StoryWalk Loan and Exhibition Renewal Agreement (“Agreement”) is made and entered into by and between **Orange County, Florida**, a charter county and political subdivision of the State of Florida (“County”) and **Orange County Library System**, a special independent taxing district of the State of Florida (“Library”). County and Library are each a “Party” and collectively the “Parties” to this Agreement. The Agreement provides the general terms of agreement between the Parties for the continued loan of info/display platforms that are installed permanently with stories that rotate out periodically.

WITNESSETH

WHEREAS, the County borrows works of art from various artists and entities for display on real property throughout Orange County; and

WHEREAS, Library is the owner of the StoryWalk info/display platforms and stories (collectively “StoryWalk”) as shown in **Exhibit “A”** to this Agreement and desires to continue the loan of the StoryWalk to the County at Shadow Bay Park, located at 5100 Turkey Lake Rd, Orlando, FL 32819 (“Shadow Bay Park”); and

WHEREAS, the County and Library desire to enter into this Agreement in order to set forth the mutual understanding of the parties.

NOW THEREFORE in consideration of the foregoing and covenants hereinafter set forth, it is agreed as follows:

1. Purpose of Agreement. Library, as the sole owner of the StoryWalk, hereby agrees to loan the StoryWalk to the County for the period of time specified in Section 2 of this Agreement.

2. Term. The term of this Agreement shall commence on May 10, 2026 and shall remain in effect for a period of five (5) years, unless earlier terminated as provided herein. County shall have the option to extend the term of this Agreement for one (1) additional one-year period upon mutual agreement of the parties.

3. Warranties and Representations. Library represents and warrants that it: a) is the owner of the StoryWalk; and b) has full authority to loan the StoryWalk and grant the rights provided in the Agreement. Library further represents and warrants that nothing in the StoryWalk defames any person or entity, infringes any copyright or otherwise violates the rights of any third party.

4. Durability of StoryWalk. Library represents and covenants that the StoryWalk is made of durable material and will withstand the weather and climate in the area. The Library

assumes all responsibility and risk for any deterioration or weathering caused to the StoryWalk as a result of its loan to the County.

Library shall be responsible for all maintenance of the StoryWalk, which shall be serviced a minimum of every two (2) weeks or more often as is necessary to maintain the proper appearance and functionality of the StoryWalk. County shall report any misuse or unsightly conditions that may arise between service periods. A service log shall be maintained by Library, which shall be available for inspection by County.

5. Location of the StoryWalk. StoryWalk shall remain at its current location in Shadow Bay Park.

6. Removal of the StoryWalk. Library will agree to a precise removal date with the County. Removal shall occur during regular business hours unless specifically agreed to by the County. The StoryWalk will be removed by the Library or its designee from the exhibition location under the supervision of County staff. Library will remove the StoryWalk from the existing concrete pad construction on the pick-up date. Library is responsible for all shipping costs associated with removal of the StoryWalk.

7. County Discretion. County retains sole and complete discretion regarding County's exercise of rights granted under this Agreement. County reserves the right to move the StoryWalk at any time, to any location, at Shadow Bay Park, or other County property, or to remove the StoryWalk at any time from the exhibition. Except during an emergency related to public safety or the safety of the StoryWalk, the County will contact the Library prior to moving the StoryWalk. County shall be permitted to remove the StoryWalk without notice due to vandalism or neglect of care by Library.

8. Termination. Either party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other party.

County may terminate this Agreement, in whole or in part, for cause upon written notice to Library. Cause shall include, but not be limited to: (i) failure of Library to perform or comply with any material term, condition, or obligation under this Agreement; (ii) failure to properly maintain the StoryWalk in accordance with Section 4; (iii) failure to comply with applicable federal, state, or local laws, rules, or regulations; or (iv) any act or omission by Library that poses a threat to public health, safety, or welfare, as determined by County in its reasonable discretion.

Except in cases where County determines that immediate termination is necessary to protect public health, safety, or welfare, County shall provide Library with written notice of the default and a reasonable opportunity to cure, not to exceed ten (10) calendar days from receipt of

such notice. If Library fails to cure the default within the time specified, County may terminate this Agreement immediately upon written notice.

In the event of termination for cause, Library shall, at its sole cost and expense, promptly remove the StoryWalk in accordance with Section 6 and restore the site as required under this Agreement. Failure to timely remove the StoryWalk may result in removal by County, with all associated costs charged to Library.

Termination for cause shall not limit any other rights or remedies available to County under this Agreement or applicable law.

9. Insurance. County will insure the StoryWalk up to its stated value or fifty thousand and 00/100 dollars (\$50,000.00), whichever is less, for theft or major vandalism. Library shall be responsible for any repairs needed due to fabrication defects or reasonable wear and tear of the object(s) in a public location.

10. Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement.

The Parties' indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

11. Notices. All notices and communications pertaining to this Agreement shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been received when delivered personally or on the third business day after mailing via certified or registered United States mail, postage prepaid, and addressed as follows:

County:	Orange County Board of County Commissioners
	Attn: Parks and Recreation
	4801 West Colonial Drive
	Orlando, FL 32808

With copy to:

County Administrator
P.O. Box 1393
Orlando, Florida 32802

Library:

Orange County Library System
Attn: Leasha Tavernier, Chief of Neighborhood Services
101 East Central Blvd.
Orlando, Florida 32801

Or to such other persons or places as either party may from time to time designate by written notice to the other.

12. Change of Address. It is the sole responsibility of Library to notify County of any change of address.

13. Photographs of StoryWalk. Library grants County the right to photograph and distribute photographs of StoryWalk for non-commercial public information purposes. Photographs may appear in media releases, County newsletters, on the Orange County website, and exhibition printed matter and/or website. Library will provide County with digital images and printed matter.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

15. Attorney's Fees. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

16. Venue. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.

17. WAIVER OF JURY TRIAL. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

18. Waiver. A party's failure, neglect or delay to enforce the provisions, rights or remedies of this Agreement will not be construed or deemed to be a waiver of such party's rights to do so and will not affect the validity of all or any party of this Agreement or prejudice such party's right to take subsequent action.

19. Entire Agreement. This Agreement, including its attachments hereto, contains the entire agreement between the Parties with respect to the subject matter, and supersedes all previous communications, representations, understandings, and agreements either oral or written, between the Parties with respect to the subject matter. This Agreement may not be modified or amended except in writing and signed by a duly authorized representative of each Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement of the date and year of the last signature below.



COUNTY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Bryan W. Burkh*

for Jerry L. Demings
Orange County Mayor

Date: *14 July 2026*

ATTEST: Phil Diamond, CPA, County Comptroller,
as Clerk of the Board of County Commissioners

By: *Jennifer Lara-Klimek*
Deputy Clerk

Jennifer Lara-Klimek

Printed Name

LIBRARY:

ORANGE COUNTY LIBRARY SYSTEM

By: *Leasha Tavernier*

Print: *Leasha Tavernier*

Its: *Chief of Neighborhood Services*

Date: *5-28-2026*

Exhibit "A"

Sample StoryWalk info/display platform:

