



Interoffice Memorandum

June 28, 2023

AGENDA ITEM

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THRU: Venerria Thomas, Director
Community and Family Services Department

A handwritten signature in black ink that reads "Venerria L. Thomas".

FROM: Trellany White, Acting Division Manager
Community Action Division
(407) 836-9342

SUBJECT: **Consent Agenda Item – July 11, 2023**
Memorandum of Understanding between Orange County Library System and Orange County, Florida on behalf of Orange County Office on Aging

The Office on Aging provides services and programs to aging citizens and caregivers. The office offers education and training programs in partnership with community agencies. The LIFE Information Workshop Series has been in place since 2009. The purpose of the Memorandum of Understanding is to operationalize and implement the partnership between Orange County and the Orange County Library System for provisions of the program. The workshop series occurs monthly and is available to all citizens who desire to learn more on topics of aging seniors, caregivers, friends, and family.

The Memorandum of Understanding is made and entered by and between the Orange County Library System and Orange County, Florida, on behalf of the Orange County Office on Aging. The purpose of the Memorandum of Understanding is to set forth the terms of the partnership between both parties during time periods mutually agreed upon. The agreement represents the expectations and responsibilities of the organizations in service of the LIFE Information for Elders Series Events.

The LIFE Information for Elders Series is a series of workshops facilitated by field experts on various aging topics. The series is held once a month on the 3rd Thursday of the month from 12:10 p.m. to 1 p.m. at the Orange County Library. The Memorandum of Understanding has been fully executed through December 31, 2023, which describes how the County, through the Office on Aging, agrees to partner to support the LIFE Information for Elders Series Events.

Both the County Attorney's Office and Risk Management have reviewed the provisions in the Memorandum of Understanding.

Consent Agenda Item – July 11, 2023

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Page 2

ACTION REQUESTED: Approval and execution of Memorandum of Understanding by and between Orange County Library District d/b/a Orange County Library System and Orange County, Florida, on behalf of the Orange County Office on Aging, through December 31, 2023

TYW/ms

Attachment

BCC Mtg. Date: July 11, 2023



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between Orange County Library District d/b/a Orange County Library System (hereinafter referred to as "OCLS") and Orange County, Florida, on behalf of the Orange County Office on Aging (also referred to as "County") The purpose of this MOU is to set forth the terms of partnership between both parties during time periods mutually agreed upon.

AGREEMENT

The agreement, as outlined below, represents the expectations and responsibilities of the organizations in service of the LIFE Information for Elders Series Events.

Orange County, Florida (County) will provide:

- The County will provide LIFE Information for Elders Series event information including presenter information, title, description, and dates for events by deadlines as discussed. (Library deadline for events is at least 2 months in advance. For example: all final details for January 2023 would be due by November 1st, 2022) (For LIFE Info, our goal is to have the entire 6 months of the series completely scheduled with approved promotional materials printed to be shared prior to the last LIFE Info event of the series.)
- The County will provide drafts and proofs of all promotional materials to OCLS for review and approval prior to print.
- The County understands that no solicitation is allowed at the library. "Event/Programs may not be used for commercial purposes or the solicitation of a business or organization. Any sales of items at Library events/programs must be approved by the Library. Library staff does not participate in sales."
- The County will provide an event reminder email to OCLS within 7 days of the event with the following information:
 - Any Presenter Requests (presenter laptop, microphone, etc.)
 - Sponsor Details including name of organization and name of contact that will be at the event
 - Box Lunch Information (What lunch is being ordered and if it will be delivered to the Loading Dock or if it will be picked up by sponsor or County staff. This will help us to prepare if we need additional Loading Dock reservations and/or additional staff member waiting on the Loading Dock to assist with Food Delivery)
 - Current number of registered attendees
 - Volunteer information if volunteers will be present (including how many volunteers and names of volunteers)
- The County will begin and end the Event as scheduled and on time. If for any reason, the County cannot meet its obligation, the County will notify the OCLS contact person as soon as possible.

In exchange, Orange County Library System (OCLS) will provide:

- OCLS will provide venue to host LIFE Information for Elders Series events.
- OCLS will provide and assist with setup and breakdown on the day of the events including the following:
 - Tables and chairs for attendees
 - Tables for food distribution, registration, and materials/resources for seniors.
 - (If needed) Presenter laptop, projector, and microphone (Any setup requests from presenter should be sent by the County to OCLS within 7 days prior to the event by email)
- OCLS will provide digital flyer for each LIFE Info event before the 20th of the month for the next month. (Ex: February 2023 Digital Flyer due to the County by January 20, 2023)
- OCLS will create publicity for the Events through posters, on the OCLS's website, and by adding it to the Books & Beyond newsletter when possible.
- OCLS will provide a reminder email within 1-2 weeks prior to the event with the following information:
 - Event Outline (Event title/description, date, time, location, point of contact, and parking details (2 spots are always reserved for a County contact and food delivery, but if more spots are needed, please let OCLS know))
 - Event Promotional Image
 - Any questions or last-minute changes

Orange County Library System Events are free and open to the public. Registration may be required for the Event, but no entrance or admission fee may be charged. Solicitations of donations or requests for contributions are not permitted.

Termination and Right to Cancel

- 1. OCLS reserves the right to immediately terminate, at any time and without notice to the County, this Event Agreement in the event the OCLS deems, in its sole discretion that the County or a member(s) of the County's team has conducted any activity in violation of OCLS's Rules of Conduct or this Event Agreement.
- 2. OCLS has the right to cancel the Event for any reason whatsoever at any time prior thereto.
- 3. The County has the right to cancel the Event for any reason whatsoever at any time prior thereto.

Liability

- 1. The County shall indemnify and hold harmless OCLS, its Officers, Directors, and employees to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs).
- 2. OCLS is not liable to the County for indirect, special, or consequential damages arising out of the Event.
- 3. The County is responsible for any injury or property damage resulting from the County's negligence.
- 4. Neither Party shall be liable to the other for any delay or failure to perform under this Event Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, explosions, storms, acts of any governmental authority after the date of this Event Agreement, or other similar cause or circumstance wholly beyond the Party's control. In the case of any delay the County believes is excusable under this paragraph, the County shall notify OCLS in writing of the delay or potential delay and describe the cause of the delay. OCLS, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the County of its decision in writing.

DURATION

IN WITNESS WHEREOF, the parties have executed this MOU as of the date and year set forth below. This MOU is at-will and may be modified by mutual consent of Orange County Library System and an authorized official from the partner organization. This agreement is valid until **December 31st, 2023**.

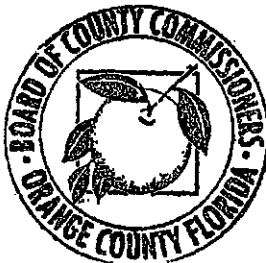
ORANGE COUNTY LIBRARY DISTRICT

By: *rh*
 Title: Events & Programs Planner
 Date: July 20, 2023

ORANGE COUNTY, FLORIDA

By: The Board of County Commissioners

By: *Jerry L. Demings*
fol Jerry L. Demings, Orange County Mayor
 Date: July 11, 2023



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

By: *Jennifer Ann-Klinetz*
 Deputy Clerk

Date: July 11, 2023