



**MEMORANDUM OF UNDERSTANDING
BETWEEN
Orange County, Florida
AND
Orange County Library District**

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Orange County Library District (hereinafter referred to as “OCLS”) and Orange County, Florida, on behalf of its Office of Tenant Services (hereinafter referred to as the “County”).

The purpose of this MOU is to set forth the terms of partnership between both parties during periods mutually agreed upon.

WHEREAS, OCLS has unique expertise and experience in the following areas:

- a. Coordinating, booking, preparing, and hosting in-person and virtual events
- b. Creating Promotional Materials for events

WHEREAS, Orange County’s Office of Tenant Services has unique expertise and experience in the following areas:

- a. Facilitating educational events about landlord and tenant services and resources

WHEREAS, OCLS desires to: provide and promote programs, services and collection offerings to ensure that the library meets community needs.

WHEREAS, Orange County’s Office of Tenant Services desires to: improve the quality of life of attendees through outreach and education for both tenants and landlords by providing information related to renting within Orange County.

WHEREAS, the parties collectively desire to enter into this MOU to memorialize the terms and conditions of their anticipated collaboration.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. Purpose

- a. The purpose of this MOU is to establish a good-faith foundation between the parties for future collaborative efforts that are mutually beneficial. The parties agree to work together in a

cooperative and coordinated manner to achieve each party's individual desires and the collective desires of the partnership.

b. This MOU is designed to detail the specifics of the working relationship between the parties to vet the success of the potential collaboration. This MOU does not obligate the parties to provide funds or payment. The parties' obligations in this MOU are intended to be nonbinding.

2. Roles and Responsibilities

To achieve the parties' mutual desires, each party agrees to the following roles and responsibilities.

a. OCLS shall:

1. OCLS will coordinate and host an Office of Tenant Services event at a library location.
 - a. Coordinate the Event Booking
 - b. Provide the Office of Tenant Services with setup/AV assistance on the day of event
2. OCLS will schedule and enter the event on the OCLS online event calendar.
3. OCLS may edit the event title and/or description.
4. OCLS will create publicity for the event through posters, on OCLS's website, social media, and by adding the event to the Books & Beyond newsletter when possible.

b. Orange County shall:

1. Orange 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." No organization or individual may conduct financial transactions on Library premises or perform fee-based services, including tutoring.
2. 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. OCLS may be able to discuss and agree on a rescheduled date for the program.
3. Event materials such as photographs, logos, or specific statements to accompany promotional materials, must be submitted to OCLS at least 2 months prior to the event. The County must maintain the legal right to use such materials. A 2-3 sentence description about the Event can be provided.
4. The County shall review and shall comply with OCLS' Rules of Conduct and Code of Conduct for Partners.
5. The County shall review and shall comply with OCLS' Tabling Event Guidelines.
 - a. Tabling Event Guidelines:
 - i. The library reserves the right to immediately terminate an event in progress if it disturbs regular library operations.
 - ii. A limited number of chairs and tables are available.
 - iii. Organizations may use stand-alone signs that do not impede library walkways or operations.
 - iv. Organizations are responsible for Setup/Breakdown.
 - v. Materials may not be affixed to the walls, ceilings, doors, or windows.
 - vi. Prepackage light snacks and non-alcoholic beverages may be permitted with approval from Library

- vii. Literature may be distributed only to people attending the tabling event and to customers who specifically request said literature.
- viii. Tabling events and breakdown must conclude 30 minutes prior to the library closing.
- ix. Permission to table does not constitute endorsement by the library.
- x. The Library's address and phone number cannot be used on promotional materials for the purpose of contact information.
- xi. No group shall state or suggest in any of its publicity that the library sponsors or endorses the group, or any particular set of ideas.

3. Resources

a. To further the relationship between the parties, the parties agree to provide the following resources.

i. OCLS shall provide:

- Venue for in-person and/or virtual events
- Staffing support for events and overseeing the use of audio/visual equipment.

ii. The County shall provide:

- Intentionally omitted.

b. Parties agree to provide the resources above at a minimum. The parties may agree to provide additional resources in future agreements.

4. Use of Intellectual Property

a. The parties agree that any intellectual property that is jointly developed through activities covered under this MOU can be used by either party for event promotion purposes without obtaining consent from the other and without any need to account to the other. Intellectual property developed by one party is owned by the party that developed it.

b. All other intellectual property used in the implementation of the MOU will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOU, but consent will be obtained from the owner of the property before using it for purposes not covered by the MOU.

5. Principal Contacts: The Principal Contact for each organization is:

OCLS:

Name: Rebecca Baichan

Title: Events and Programs Planner with Orange County Library System

Work Address: 101 E. Central Blvd., Orlando, FL 32801

Email: Baichan.rebecca@ocls.org

Telephone: 407-835-7491

Orange County's Office of Tenant Services:

Contact Name: Shurlitha H. Jones
Title: Administrator
Work Address: 2100 E. Michigan Street, Orlando, FL 32806
Email: Shurlitha.Jones@ocfl.net
Telephone: 407-836-0952

Such Principal Contacts may be updated in writing from time to time by their respective parties and shall promptly inform the other party of changes.

6. Entire agreement: The parties agree this MOU represents the most current agreement between the parties and supersedes all other written or oral agreements covering the same matters addressed in this MOU. If parties wish to update the terms or otherwise adjust the provisions of this MOU, parties shall do so by drafting and signing an addendum or new MOU.

7. Legal rights: The parties agree that the terms of this MOU are not intended to be legally enforceable.

8. Cancellation Clause: Each party shall have the right to terminate this MOU by providing written notice to the other party at any time. If the MOU is terminated by either party, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress.

OCLS holds collaborating parties to high standards, cultivating relationships with individuals and organizations that understand and respect OCLS values, customer service framework, and mission. OCLS reserves the right to immediately terminate this MOU with parties who demonstrate they are not aligned with these values.

9. Assignment: This MOU may not be assigned by either party without the prior written approval of the other party.

10. Governing law: This MOU is governed by and interpreted in accordance with the laws of the State of Florida.

11. Independent contractors: The relationship created by this MOU shall be that of independent contractors without the authority given to either party to bind or act as agent for the other or its employees for any purpose. Nothing herein is intended to create or promise to create any other business relationship between the parties.

12. Effective date, amendment and duration: This MOU is effective as of the last signature date below. This MOU may be modified in writing by mutual consent of OCLS the County. This MOU is valid until terminated by a party or December 31, 2027.

Rebecca Baichan



Date: 12/3/25

Orange County Library District

Rebecca Baichan

Events and Programs Planner

101 E. Central Blvd
Orlando, FL 32801

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

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

By: _____