

Process of Requesting Space at Toledo Lucas County Public Library, City of Toledo Youth Programming Grants

Prior to being awarded...

1. Submit the [Partnership Form](#) to begin the process of requesting space for your proposed program **before** you submit your grant paperwork to the City of Toledo. Please list that you will be applying for a COT grant in the "describe the outreach activity field."
2. A coordinator from the Library will reach out to you to get more details. This will be your Library contact for the duration of your project/program.
3. The coordinator will record the details of what locations you would like to book a room and the needed dates. They will record what type of program you are applying for through the city. They will alert you in this discussion if an MOU may be required.
4. After your discussion, they will work with the branch to verify room availability. They will reach out to Library administration to see if your group will need an MOU.
5. Your library coordinator will reach out by email to let you know if your space has been tentatively held for your organization and if a MOU will be needed for the finalization of the space. They will tell you in writing that you may mention the Library space in your application for the grant. At this point, you have been pre-approved for the space.

If your program is awarded...

6. If you are awarded the grant, please reach out to your Library coordinator in writing to finalize booking the meeting room space.
7. If an MOU must be drafted for finalization, your Library coordinator will begin that process. They will email you the draft of the MOU for you and your organization. This must be finished and signed by all parties before your room reservations can be finalized.
8. When your completed MOU is received, your space will be finalized for your program. Your coordinator will communicate with you via email that the space is finalized.
9. All promotions that include the Library must be approved by your Library coordinator before posting. You may share that the Library is your meeting place, but any communication about your program can not list the Library as a partner, endorser, or co-administrator of your program.
10. During the implementation of your program, your Library coordinator will be your contact for all logistics and concerns. They will work directly with the branch manager to ensure the space is available for your program. If you have any concerns or questions, please contact your Library coordinator.
11. An MOU draft is included. All MOUs will include similar details.

Thank you for including Toledo Lucas County Public Library in your grant process!

This Memorandum of Understanding (MOU) is entered into by and between the

Toledo Lucas County Public Library (Library)
325 Michigan Street
Toledo, Ohio 43604
and
TBD

The mission of the Toledo Lucas County Public Library

To engage all of our communities, inspire lifelong learning, and provide universal access to a broad range of information, ideas, and entertainment.

Mission of TBD Organization

Purpose

This MOU sets the terms and understanding between the two organizations regarding TBD temporarily utilizing Community Room and Large Study Blue at TBD Branch Library to hold the TBD, in which the TBD will promote positive youth development through a combination of curriculum-guided group discussions and volunteer service activities.

Description of Premises

(This is an example depending on the space.) Community Room and Large Study Blue at Mott branch Library is located at 1010 Dorr Street, Toledo, OH 43607. Community Room is approximately 825 square feet and includes Library owned furniture and a kitchenette. The branch was new in 2019 and is currently kept in excellent condition.

Duration

(This is an example depending on the dates needed.) This MOU shall be in force and effective on July 11, 2023, and shall terminate on August 5, 2023.

The approved program is per the dates listed below:

• July 11th, 2023 • July 12th, 2023 • July 13th, 2023 • July 14th, 2023 • July 15th, 2023 • July 18th, 2023 • July 19th, 2023 • July 26th, 2023 • July 27th, 2023 • July 28th, 2023 • August 1st, 2023 • August 2nd, 2023

This MOU in no way suggests that future similar usage at the Library is guaranteed.

General Space Usage

The TBD program is at this moment permitted all normal activities associated with the above Purpose, including but not limited to the following:

1. The program may not charge admission to anyone participating in the program, this includes charging a cost for food or other related items.
2. Food and beverages are permitted in the Community Room provided all food and beverages are cleared at the end of each day by the TBD Program.
3. The TBD Program is responsible for returning the room to its original setup, including all cleaning up, removing all trash to the dumpster, and moving furniture, at the end of each day.

4. The Community Room will be unlocked for the program's group upon arrival. It will remain unlocked throughout the scheduled time for the day. The Library is not responsible for continuously unlocking and opening doors throughout the day.
5. All meeting room uses need to be conducted in an orderly manner and in full compliance with applicable laws, and regulations, as well as adherence to the Library's Behavior Guidelines. The Community Room must be used in accordance with Library policies and practices.
6. No fundraising (donor cultivation included) or sales, of any kind, is permitted on the property.
7. Alcohol is not permitted in this space under any circumstances.
8. Tobacco and/or Smoking is not allowed on Library premises, including in vehicles.
9. Parking Expectations
 - a. Parking is at your own risk. TLCPL is not responsible for any damage or theft.
 - b. TBD Program shall ensure all employees abide by proper parking lot safety and etiquette.
 - c. TBD program will report to Library Public Safety any accidents or incidents that take place in the parking lot, building, or grounds.
10. Community Room space is expected to be configured by the group at their discretion with the existing furniture already in the space (tables and chairs). Any damage to the furniture, as deemed by the Library, will result in fees to the TBD Program.
11. Materials cannot be nailed or taped to any Library wall or structure. This includes the use of products that are deemed "removable", such as Command Strips or repositionable tape.
12. The TBD group agrees to accept personal responsibility for personal property while on the premises. Overnight storage in rooms or on Library property is not allowed.
13. The TBD program is responsible for the orderly conduct of their group and/or their visitors while on Library premises. In the event of any damage to the Library and/or equipment, as determined by the Library, that individual, as well as the TBD group, will be liable.
14. The TBD group takes responsibility for seeing that occupants do not exceed the posted capacity of the Community Room.
15. The TBD group shall communicate any immaterial changes to the agreed-upon program to the Library's branch management. Any material changes shall be communicated in writing to the parties noted below in the Communication provision.

Responsibilities

16. The TBD program shall check in with branch management each day when they arrive. Upon check-in, the TBD program shall provide the number of attendees in the program each day to branch management.
17. Youth attending the program shall not be left unattended in any area of the Library, including restrooms and parking lot. TBD program staff will monitor all

youth enrolled in the program from their arrival to their departure. The Library will not be responsible for youth who are not picked up at the end of the program.

18. The Library is not responsible for lost or stolen items.

19. TBD program shall immediately notify the Library's Public Safety department (419-259-5271) of any occurrences, incidents, or events which take place on or in connection with the use of the property and which could give rise to any third-party claim, demand, cost, expense, fees, fines, penalties, suits, proceedings, actions and causes of any and every kind and nature arising out of or in any way connected with TBD Program's use or occupancy of the property, for which TBD program would provide indemnification hereunder.

20. The TBD program will indemnify, defend, and hold harmless the Library, its agents, officers, trustees, and employees from and against any liability claims, demands, costs, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action of any and every kind of nature arising out of or in any way connected with the Occupant's use or occupancy of the Property.

21. The TBD program agrees, at its sole expense, to defend the Library against, and to indemnify and hold the Library harmless from any and all damages, costs, claims, suits, actions, liabilities, obligations, losses, or expenses, including reasonable attorney fees, presented by any third party against the TBD program or the Library, as a result of any personal injury, death or property damage arising from (a) the use of the space by TBD Program or (b) the negligence or breach of this Agreement by the TBD program or its employees, contractors, agents, representatives or guests.

22. BOTH PARTIES AGREE THAT THIS AGREEMENT DOES NOT CREATE A LANDLORD-TENANT RELATIONSHIP. TBD PROGRAM IS MERELY GRANTED TEMPORARY LIMITED USE OF LIBRARY SPACE.

Meals

23. All food and drink need to stay in the meeting room unless provided by Connecting Kids to Meals, in which the meals and drinks would be only allowed in the space designated for Connecting Kids to Meals.

24. If available, Connecting Kids to Meals may be an option for your program group. Connecting Kids to Meals is a partnership with the Library, and they can only serve the meals they have on-site each day. The Library or Connecting Kids to Meals is not responsible if there is not enough food at the time of meals to serve all of the program participants.

Communication

All legal notices, requests, and other formal communication under this MOU in connection herewith shall be in writing and shall be effective from the date at which it reaches the other party. Such notices shall be sent to: Fiscal Officers of both organizations.

Any notice shall be effective from the date on which it reaches the other party.

Emergencies Name and phone number of the TBD program leader in case of emergencies.

NAME _____

ADDRESS _____

PHONE NUMBER _____
EMAIL _____

Insurance

TBD Program shall provide the Library with General Liability insurance naming the Library as additional insured. Comprehensive General Liability insurance with a minimum combined bodily injury and property damage single limit of \$1,000,000 per occurrence. Coverage should also include damages to another person's property, advertising damages, and product liability. The Library will be named as an additional insured. A copy of this certificate is due a minimum of 10 working days prior to the start of the program.

Sexual Abuse and Molestation (SAM) Insurance

To ensure compliance with TLCPL's insurance SAM Insurance policy, the TBD program acknowledges that TLCPL is required to verify the status of programming staff on the National Sexual Abuse Registry.

a. Select one of the two statements below:

☐ I acknowledge that TLCPL will verify the status of programming staff on the National Sexual Abuse Registry (initials) _____

*If selected, provide the legal names and addresses of staff on an additional page.

☐ I attest that as the representative(s) of the TBD program, programming staff have been checked against the National Sexual Abuse Registry and are not listed on the registry (Initials) _____

Termination Either party may terminate this agreement before the end date with thirty (30) days written notice, being mindful of each party's prior commitments. Upon termination of this Agreement for any reason, the Parties shall have no further rights or obligations under this Agreement, except for those provisions that survive termination or as otherwise provided for in this Agreement, and except to the extent such rights or obligations accrued before the effective date of such termination

Amendment This Memorandum of Understanding may be amended on the initiative of either party by submitting a proposed amendment in writing to the other party and agreement of that party to the amendment. Should there be any ambiguity or questions regarding this MOU or the use of the Library space, both parties shall proactively communicate to resolve the items in question.

Acknowledgment The following parties jointly agree to the terms and responsibilities delineated in this Memorandum of Understanding: Organization Name: Toledo Lucas County Public Library

Signature Date

Print Name Title Organization Name:

Signature Date

Print Name Title