

**MEMORANDUM OF UNDERSTANDING BETWEEN
SEMINOLE COUNTY AND THE CITY OF ALTAMONTE SPRINGS
FOR ADMINISTRATION OF FLORIDA DEPARTMENT OF COMMERCE
HURRICANE IAN HAZARD MITIGATION GRANT MATCH PROGRAM**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby made and entered by and between **SEMINOLE COUNTY**, a Charter County and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, referred to as “COUNTY”; and the **CITY OF ALTAMONTE SPRINGS**, a Florida municipal corporation whose address is 225 Newburyport Ave. Altamonte Springs, Florida 32701, referred to as “CITY.”

WITNESSETH:

WHEREAS, on July 22, 2025, COUNTY and CITY entered into an interlocal agreement (the “Interlocal Agreement”) whereby COUNTY  was delegated authority to administer Federal Emergency Management (FEMA) Hazard Mitigation Grant Program (HMGP) funds on behalf of CITY to assist eligible homeowners with private property mitigation and resiliency grant funding initiatives pursuant to said program; and

WHEREAS, FEMA HMGP funding includes funding allotments for real property affected by Hurricane Ian; and

WHEREAS, the Florida Department of Commerce, through its Rebuild Florida Hurricane Ian Hazard Mitigation Grant Match Program (HMGMP), has made grant funds available to be applied toward assisting local governments eligible for FEMA HMGP, representing a portion of the latter program’s local match requirement; and

WHEREAS, the Florida Department of Commerce has published a list of local jurisdictions eligible for receipt of aid pursuant to the HMGMP which includes COUNTY; and

WHEREAS, it is the intent of COUNTY and CITY to enter into this MOU to enable COUNTY to apply for and administer HMGMP funds on behalf of CITY, which shall be administered in conjunction with COUNTY's administration of FEMA HMGP funds on behalf of CITY pursuant to the Interlocal Agreement.

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants hereinafter contained, COUNTY and CITY hereby agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this MOU upon which COUNTY and CITY have relied.

Section 2. County Authorization to Administer HMGMP Funds on Behalf of City.

CITY hereby authorizes COUNTY to administer the Florida Department of Commerce's HMGMP in conjunction with COUNTY's ongoing administration of FEMA HMGP pursuant to the Interlocal Agreement.



Section 3. County Responsibilities.

(a) Once notified by the Florida Department of Commerce (DOC) of a HMGMP funding opportunity, COUNTY will work directly with eligible property owners (the "Owners") to obtain approval from Owner to develop and submit an application for HMGMP matching funds. COUNTY has authority to determine which mitigation and resiliency projects are eligible and feasible based on HMGMP grant requirements.

(b) During the HMGMP grant application development phase, COUNTY shall:

(i) work with grant writers, when applicable, to support HMGMP grant applications for affected Owners.

(ii) submit HMGMP grant applications to DOC, on behalf of CITY and affected Owners.

- (c) Once the HMGMP grant is awarded, COUNTY shall:
 - (i) execute any required HMGMP grant documents with DOC on behalf of CITY.
 - (ii) process HMGMP award payments for Owners pursuant to DOC guidance and rules.
 - (iv) complete any reporting or other required updates with DOC on behalf of CITY
- (d) complete any other actions required by DOC pursuant to the HMGMP.
- (e) COUNTY will process HMGMP grant applications on a first come first served basis. COUNTY, in its sole discretion, will determine how many HMGMP grant application requests it can process per year based on staffing limitations, budgetary constraints, or any other restriction that may limit COUNTY's ability to process HMGMP grant application requests. COUNTY, in its sole discretion, has the authority to contract with a third-party vendor to process grant application requests.

Section 3. Insurance Requirements. Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this MOU.

Section 4. Indemnification.

- (a) COUNTY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold CITY harmless for loss, damage, or injury to persons or property, arising out of or resulting from COUNTY's activities under this MOU, unless such claim or demand arises out of or results from the negligence of CITY, its servants, agents, employees, or assigns. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived

pursuant to Section 768.28, Florida Statutes (2025), as this statute may be amended from time to time.

(b) CITY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold COUNTY harmless for loss, damage, or injury to persons or property, arising out of or resulting from CITY's activities under this MOU, unless such claim or demand arises out of or results from the negligence of COUNTY, its servants, agents, employees, or assigns. This provision is not to be construed as a waiver by CITY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2025), as this statute may be amended from time to time.

(c) The principles of comparative negligence apply to loss, damage, or injury as specified in subsections (a) and (b) above where the negligence of both CITY and COUNTY and their respective servants, agents, employees, or assigns are involved.

(d) Nothing contained in this MOU may be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY and CITY beyond the waiver provided for in Section 768.28, Florida Statutes (2025), as this statute may be amended from time to time.

(e) The waiver of any provision in this MOU regarding insurance by either party will not constitute the further waiver of this provision regarding indemnification or the waiver of any other provision of this.

Section 5. Notice. Any notice delivered with respect to this MOU must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of the notice in the United States Mail,

postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or such other address or to such other person as the party may have specified by written notice to the other party delivered in accordance to this provision.

As to COUNTY:

ATTN: Alan Harris
Office of Emergency
Management 150 Eslinger Way
Sanford, FL 32773

As to CITY:

City of Altamonte Springs
ATTN: City Manager
225 Newburyport Ave
Altamonte Springs, FL 32701

Section 6. Governing Law. This MOU will be governed by the laws of the state of Florida. The parties to this MOU consent to venue in the Circuit Court in and for Seminole County, Florida, as to state actions and the United States District Court for the Middle District of Florida, Orlando Division, as to federal actions.

Section 7. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this MOU are deemed not to be the employees or agents of any other party, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to any other party's officers and employees either by operation of law or by any other party.

Section 8. Conflict of Interest.

(a) Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this MOU with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2025), as this statute may be amended from time to time, relating to ethics in government.

(b) Pursuant to Section 216.347, Florida Statutes (2025), as this statute may be amended from time to time, the parties hereby agree that monies, if any, received from the other parties pursuant to this MOU will not be used for the purpose of lobbying the Legislature or any state or federal agency.

(c) Each party has the continuing duty to report to the other parties any information that indicates a possible violation of this Section.

Section 9. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained herein and this MOU supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this MOU will be valid only when expressed in writing and duly signed by all of the parties, except as otherwise specifically provided in this MOU.

(c) This MOU may be executed in any number of counterparts, each of which, when so executed, constitutes an original, but each counterpart will together constitute one and the same MOU.

Section 10. Public Records Law.

(a) Each party acknowledges all parties have obligations under Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes (2025), to release public records to members of the public upon request. Each party acknowledges that all of the parties are required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), in the handling of the materials created under this MOU and that this statute controls over the terms of this MOU.

(b) Each party specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes (2025), with regard to public records, and shall:

(1) keep and maintain public records that ordinarily and necessarily would be required in order to perform the services required under this MOU;

(2) provide the public with access to public records on the same terms and conditions as required by Chapter 119, Florida Statutes (2025), and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2025), or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

Section 11. Headings and Captions. All headings and captions contained in this MOU are provided for convenience only, do not constitute a part of this MOU, and may not be used to define, describe, interpret or construe any provision of this MOU.

Section 12. Effective Date and Term. The Effective Date of this MOU will be the date when the last party has properly executed this MOU as determined by the date set forth immediately below the respective signatories of the parties. The term of this MOU is five (5) years from the Effective Date and may be renewed for an additional five (5) years upon conclusion of the initial five (5) year term. Any party may withdraw from and terminate this MOU upon sixty (60) days written notice to the other party.

[Balance of this page intentionally left blank; signature pages follow.]

IN WITNESS THEREOF, COUNTY and CITY has caused this MOU to be executed,
said MOU is to become effective and operative with the fixing of the last signature hereto.

ATTEST:

CITY OF ALTAMONTE SPRINGS

City Clerk

By: _____
PAT BATES, Mayor

Date: _____

Approved as to form and
legality

City Attorney



[Balance of this page intentionally left blank. Signatures continue on following page.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
ANDRIA HERR, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
20____, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

RM
6/10/26
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