

**MEMORANDUM OF UNDERSTANDING BETWEEN  
SEMINOLE COUNTY AND THE CITY OF SANFORD  
FOR USE OF EMERGENCY OPERATIONS CENTER**

**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 SANFORD**, a Florida municipal corporation whose address is 300 N. Park Ave. Sanford, Florida 32771, referred to as “CITY.”

**WITNESSETH:**

**WHEREAS**, hazards to human life and property posed by disasters, whether natural or manmade, occasionally affect COUNTY and require efforts by COUNTY to manage recovery and response efforts during and in the immediate aftermath of a disaster event; and

**WHEREAS**, COUNTY’s nerve center for its planning and implementation of disaster recovery and response efforts is located at its Emergency Operations Center (EOC); and

**WHEREAS**, in the event COUNTY’s EOC sustains damage during a disaster event and is compromised to the extent that its use is impracticable or impossible, COUNTY requires a suitable alternative location to stage its recovery and response efforts; and

**WHEREAS**, CITY’s EOC is a suitable alternative location for COUNTY to stage its disaster recovery and response efforts in the event that COUNTY’s EOC is unusable due to damage sustained during a disaster event; and

**WHEREAS**, CITY and COUNTY find it beneficial and in the public’s best interest if COUNTY’s disaster recovery and response efforts are unimpeded in the event that COUNTY’s EOC is rendered unusable as a result of damage sustained during a disaster event.

**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. Use of CITY's Emergency Operations Center (EOC).**

(a) In the event that COUNTY's EOC facility is damaged as a result of a disaster event and is rendered unusable, or its functionality is diminished to the point that continued use would be considered impracticable and contrary to the public interest, CITY hereby agrees to provide COUNTY emergency operations personnel access to CITY's EOC as an alternative site to enable COUNTY to carry out its emergency operations duties during a declared state of emergency. Such declaration of emergency includes a Governor Declared State of Emergency or a Local State of Emergency as these terms are defined in Section 72.3 of the Seminole County Code.

(b) If COUNTY is granted access to CITY's EOC for use as an alternative site for emergency operations pursuant to this MOU, COUNTY agrees in good faith to ensure CITY's EOC facility is maintained in a reasonable manner, this includes any cleaning and trash collection upon the conclusion of COUNTY's use of CITY's EOC. Beyond general cleaning and trash collection, this MOU does not confer any obligation for COUNTY to reimburse or compensate CITY for any costs or expenses associated with the activities undertaken pursuant to this MOU.

(e) Notwithstanding acts of God or a force majeure event, COUNTY and CITY agree to work cooperatively to ensure CITY's EOC site is functioning at its maximum operational capacity. This includes, but is not limited to, technical assistance provided by CITY to facilitate the transition from COUNTY's EOC facility to CITY's EOC facility pursuant to this MOU.

**Section 3. Participation in Similar Activities.** This MOU in no way restricts or prohibits any party to this MOU from participating in similar activities with other public or private agencies, organizations, and individuals.

**Section 4. Insurance Requirements.** Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this MOU.

**Section 5. 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 (2024), 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 (2024), 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 (2024), 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 6. 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 according to this provision, or (iii) via e-mail at the email address provided below:

**As to COUNTY:**

ATTN: Alan Harris  
Office of Emergency  
Management 150 Eslinger Way  
Sanford, FL 32773  
Email: aharris@seminolecountyfl.gov

**As to CITY**

ATTN: Norton Bonaparte  
City Manager's Office  
300 North Park Avenue  
Sanford, Florida 32771

**Section 8. 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 9. 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 10. 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 (2024), as this statute may be amended from time to time, relating to ethics in government.

(b) Pursuant to Section 216.347, Florida Statutes (2024), 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 11. 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 12. Public Records Law.**

(a) Each party acknowledges all parties have obligations under Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes (2024), 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 (2024), 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 (2024), and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), 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 13. 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 14. 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 SANFORD

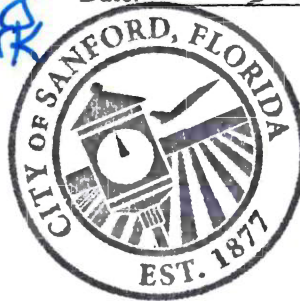
*for Cathy Lotempio*  
TRACI HOUGHIN, City Clerk  
*Cathy Lotempio, Deputy City Clerk*

By:   
ART WOODRUFF, Mayor

*NORTON N. BONARTE JR, ICNA-CM*  
Date: *3.26.2025*

Approved as to form and  
legality

*Assisted*  
  
City Attorney  
*Lennie N. Groat*



*[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: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney

RM  
1/3/25  
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