

**SEMINOLE COUNTY/UNIVERSITY OF CENTRAL FLORIDA
AGREEMENT FOR SHARED EMERGENCY MANAGEMENT
INFORMATION BROADCAST SERVICES**

THIS AGREEMENT is entered into by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, hereinafter referred to as “**COUNTY**,” and **THE UNIVERSITY OF CENTRAL FLORIDA**, a part of the State of Florida state university system, whose mailing address is 12461 Research Parkway, Suite 550, Orlando, Florida 32826, hereinafter referred to as “**WUCF**.”

WHEREAS, COUNTY has the responsibility of disseminating important public safety information to its citizens, particularly in times of declared states of emergency; and

WHEREAS, access to public safety and emergency broadcast information is better ensured through redundancy in the means of dissemination of this information; and



WHEREAS, WUCF owns and operates an FCC licensed FM radio station operating at an assigned frequency of 89.9 MHz under the call sign “**WWUCF**” which WUCF desires to utilize for a cooperative, public service venture of the type envisioned by this Agreement; and

WHEREAS, the parties entered into an agreement for shared emergency management information broadcast services dated June 8, 2021, in which the parties agreed to the basic terms for the broadcast of shared emergency and public safety information on WUCF; and

WHEREAS, the agreement will expire on its own terms on June 30, 2026; and

WHEREAS, both parties desire to maintain the mutual benefits the agreement provides with regard to bolstering emergency broadcast services in the central Florida region;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and form a material part of the agreement upon which the parties have relied.

Section 2. Effective Date, Term of Agreement and Consideration. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signature of the parties. The term of this Agreement begins on July 1, 2026, and ends on June 30, 2029. This Agreement will automatically renew for two (2) successive one (1) year terms commencing on the next succeeding July 1 and ending on the next succeeding June 30, subject to timely payment by COUNTY of the annual sum of SEVEN THOUSAND AND NO/100 DOLLARS (\$7,000.00), which COUNTY shall pay to WUCF on or before July 1 of each year this Agreement is in effect.

Section 3. Initiation and Duration of Performance. Activation of the Seminole County Emergency Operations Center (EOC) to a Level II status or higher or the declaration of a state of emergency by State or COUNTY officials affecting any portion of the COUNTY's geographic area, whichever occurs first, will be the event triggering required performance by both parties of the responsibilities specified in Sections 4 and 5 below. A copy of the "Seminole County Emergency Levels of Activation" is attached to this Agreement as Composite Exhibit "A" and incorporated by reference. These emergency broadcast services and responsibilities of both parties will continue for the duration of either the state of emergency or EOC activation at Level II or higher.

Section 4. Responsibilities of County.

(a) COUNTY shall officially notify WUCF management and staff of its intent to utilize emergency broadcast services immediately upon activation of the emergency Operations Center (EOC) to a level II or higher, or upon the declaration of a State of Emergency by the State of Florida or COUNTY officials affecting any portion of the COUNTY, whichever occurs first. Due to the urgent nature of emergency operations, such notification may be provided telephonically to ensure immediate broadcast access.

(b) COUNTY shall provide regular media briefings, press releases and live or recorded audio feeds containing critical emergency management information necessary to protect the safety, health, and welfare of COUNTY residents. WUCF shall then broadcast such information in accordance with Section 5 below. The COUNTY shall be solely responsible for the successful transmission and delivery of all emergency broadcast content to WUCF studio facilities.

(c) COUNTY shall provide WUCF with broadcast stream of emergency briefings for dissemination through WUCF's social media platforms.

(d) COUNTY shall promote WUCF and its assigned 89.9 MHz broadcast frequency as an additional official source of emergency information for Seminole County residents through the COUNTY website, SGTV, and other available communication platforms.

(e) Upon termination of a declaration State of Emergency and reduction of the EOC activation level to Level III, COUNTY shall notify WUCF that services described in Section 5 may be discontinued.

Section 5. Responsibilities of WUCF.

(a) WUCF shall develop Public Service Announcements (PSAs) for COUNTY to educate listeners on tropical storms and hurricane preparedness at the beginning of each hurricane season. These PSAs shall be aired early in the season to encourage community preparedness and awareness.

(b) During a tropical weather event threatening central Florida, WUCF shall conduct live interviews with COUNTY representatives for replay throughout the broadcast day according to a schedule mutually agreed upon by COUNTY and WUCF. Such broadcast shall continue until the EOC is deactivated and any declared State of Emergency has been terminated.

(c) WUCF shall interrupt regularly scheduled programming to provide urgent Seminole County emergency updates when requested by COUNTY public safety officials and communicated to WUCF.



Section 6. Notices. All notices, requests, demands, and other communications under this Agreement, whether telephonic or in writing must be directed to the following persons:

For COUNTY: Community Information Director
1101 E. 1st Street
Sanford, FL 32771
407-665-1174

For WUCF: Station Manager
WWUCF – FM 89.9
12461 Research Parkway
Suite 550
Orlando, FL 32826
Tel.:407-823-0899

Each party reserves the right to designate another person to be the point of contact without formal amendment to this Agreement by written notice sent via U.S. Mail, facsimile transmission, or e-mail notice to the other ten (10) days prior to the desired date of substitution.

If electronic, telex, or facsimile notice is used, a record of confirmation of receipt of such transmission must be maintained. Notice to a party will be deemed received and effective three (3) days from the date of mailing or on the same day of transmission if sent by e-mail or facsimile. A copy of such notice must be attached as an exhibit to each party's copy of this Agreement within three (3) days after the effective date of the change.

Section 7. Termination. This Agreement may be terminated by either party for cause or for convenience upon not less than ninety (90) days written notice to the other party of such termination, but the effective date of termination will be June 30, the last day of the term year in which such notice is made. If notice is delivered by mail, it will be deemed received three (3) days after mailing. Failure of COUNTY to timely pay the annual fee to WUCF for renewal as required by Section 2 above will result in automatic termination of this Agreement on the expiration date of the then current term.



Section 8. Indemnification.


(a) To the extent permitted by Florida law, each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and its officers, employees, and agents while acting within the scope of employment or agency arising from activities undertaken pursuant to this Agreement.

(b) The parties further agree that nothing contained in this Agreement may be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida, waiving the consent required for the State of Florida or its agents and agencies to be sued, or a waiver of sovereign immunity beyond that provided for in Section 768.28, Florida Statutes (2025), as this statute may be amended from time to time.

Section 9. Insurance Requirements. WUCF and COUNTY are each responsible for maintaining its own adequate insurance coverage against potential claims for damages by third persons arising from the activities undertaken pursuant to this Agreement.

Section 10. Governing Law. This Agreement is governed by and interpreted according to the laws of the State of Florida. The parties to this Agreement and their employees, agents, vendors, and assigns shall comply with all applicable federal, state, and local laws, codes and regulations relating to the performance of this Agreement.

Section 11. Interpretations. In the event any provision of this Agreement appears to conflict with the other terms of this Agreement, it will be interpreted as a harmonious whole with a good faith effort to resolve any inconsistency. WUCF and COUNTY shall engage in positive and constructive communication to ensure that the positive collaboration occurs.

Section 12. Force Majeure.  Notwithstanding any provisions of this Agreement to the contrary, neither COUNTY or WUCF may be held liable for breach of this Agreement if failure, delay or impossibility of performance of this Agreement arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, act of terrorism, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and which is beyond the control of the parties. However, the parties shall resume performance as soon as possible after remediation of the circumstances that made earlier performance impossible. Failure of performance in any other circumstances will constitute an event of default under this Agreement and may be grounds for termination as well as the pursuit of all available legal and equitable remedies by the non-breaching party.

Section 13. Modifications, Amendments or Alterations. Except as expressly provided in Section 6 above and Section 20 below, no modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written document executed with the same formality and of equal dignity as this Agreement.

Section 14. Assignment/Third Party Beneficiaries.

(a) Neither COUNTY nor WUCF may assign, delegate or otherwise transfer its rights and obligations under this Agreement to any third person or entity without the prior written consent of the other party.

(b) There are no third party beneficiaries to this Agreement.

Section 15. Binding Effect. Subject to the provisions of Section 14 above, this Agreement is binding upon and inures to the benefit of the parties to this Agreement and the successors in interest, transferees and assigns of both parties. Nothing in this Agreement may be deemed to pledge the full faith and credit of COUNTY.

Section 16. Public Records Law.

(a) WUCF and COUNTY acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2025), as this statute may be amended from time to time, to release public records to members of the public upon request. WUCF and COUNTY acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2025), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

(b) Failure to comply with this Section will constitute a material breach of this Agreement, for which the non-breaching party may terminate this Agreement immediately upon written notice to the breaching party.

Section 17. Ethics in Government and Lobbying Activities. The parties to this Agreement hereby certify each to the other that to the best of its knowledge and belief:

(a) In the event activities envisioned by this Agreement should become eligible for funding from federal sources, no federally appropriated funds may be paid by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

(b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, the party engaged in such activities shall complete and submit a “Disclosure of Lobbying Activities” standard form as approved by the Office of Management and Budget.

(c) Pursuant to Section 216.347, Florida Statutes (2025), as this statute may be amended from time to time, the parties further agree that any monies received pursuant to this Agreement will not be used for the purpose of lobbying the Legislature, the judicial branch of State government or a State agency.

(d) The parties shall at all times adhere to Chapter 112, Florida Statutes – “Public Officers and Employees: General Provisions” and particularly Part III of this Chapter entitled “Code of Ethics for Public Officers and Employees”. The parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

(e) The parties shall at all times be subject to Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of this Code provision will be grounds for unilateral termination of this Agreement by the COUNTY.

Section 18. Independent Contractors. The parties are independent contractors and are not employees or agents of each other. Nothing in this Agreement may be interpreted to establish any relationship other than that of an independent contractor between the parties, their employees, agents, subcontractors, or assigns during or after the performance of this Agreement.

Section 19. Severability. If any term of this Agreement is held to any extent invalid or unenforceable as against any person, entity or circumstance during the term of this Agreement, by force of any statute, law or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provisions, or impair the enforcement rights of the parties, their successors, and assigns.

Section 20. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and will not affect the construction of interpretation of this Agreement.

Section 21. Exhibits. Any exhibits to this Agreement are hereby incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement. The exhibits may be

substituted from time to time by the parties to reflect changes in the matters covered by these exhibits as permitted under this Agreement.

Section 22. Entire Agreement. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, letters of understanding, or agreements to the contrary.

Section 23. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 24. Conditions Precedent to Execution of Agreement. The undersigned parties hereby represent that they have the legal authority to execute this Agreement binding their respective parties to the above terms and that the respective parties have done all things necessary as conditions precedent to execution of this Agreement.



[Balance of this page intentionally blank; signatory page follows on Page 11.]

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

UNIVERSITY OF CENTRAL FLORIDA

Witness

Print Name

By: _____
Jennifer Cook
Executive Director

Date: _____

Witness

Print Name

For the use and reliance of
the University of Central
Florida only.



Approved as to form and
legal sufficiency.

University Attorney

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BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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



Attachment:
Composite Exhibit "A" -Seminole County Emergency Levels of Activation

RM/vs
5/11/26
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