

**MEMORANDUM OF UNDERSTANDING BETWEEN  
SEMINOLE COUNTY AND THE CITY OF WINTER SPRINGS  
FOR USE OF FACILITIES IN AN EMERGENCY**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby made and entered into by and between SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, in this MOU referred to as “COUNTY,” and the CITY OF WINTER SPRINGS, a Florida municipal corporation, in this MOU referred to as “CITY.”

**WITNESSETH:**

**WHEREAS**, the subject of this MOU is for the parties to establish a place on the parking lot of COUNTY’s Central Transfer Station for CITY’s Police Department to place its mobile command post during a storm event or time of disaster; and

**WHEREAS**, CITY’s Police Department must continue to operate during a storm event or a disaster; and

**WHEREAS**, COUNTY’s Central Transfer Station is located at 1950 State Road 419, Longwood, Florida 32750, which is at the northern extent of CITY’s jurisdictional boundary; and

**WHEREAS**, Chapter 252, Florida Statutes (2023), directs the use of personnel, resources, and equipment to facilitate response and recovery efforts for local jurisdictions; and

**WHEREAS**, the operation of CITY’s Police Department is paramount to CITY’s effective response to an emergency or disaster,

**NOW, THEREFORE**, for and in consideration of the terms, conditions, and mutual covenants contained in this MOU, 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 the parties have relied.

**Section 2. Emergency Use of Facilities.**

(a) COUNTY shall allow CITY's Police Department to use the parking lot for COUNTY's Central Transfer Station, located at 1950 State Road 419, Longwood, Florida 32750, to place CITY's mobile command post in the event of a disaster or emergency. Such declaration of emergency includes a Governor Declared State of Emergency, a local State of Emergency as these terms are defined in Section 72.3 of the Seminole County Code (2023), or a local State of Emergency as provided in Chapter 2, Article VII of the Winter Springs City Code, as these statutes and ordinances may be amended from time to time.

(b) CITY will be responsible for any cleaning or trash collection after CITY uses the Central Transfer Station parking lot. Otherwise, this MOU does not create any obligation for any party to this MOU to reimburse or compensate another party for any costs or expenses associated with the cooperative activities undertaken pursuant to this MOU.

(c) Each party shall work cooperatively with the other party in allowing CITY's Police Department to use the parking lot of COUNTY's Central Transfer Station to place CITY's mobile command post during a disaster or emergency.

(d) CITY's Police Department shall use the parking lot of COUNTY's Central Transfer Station according to applicable law.

**Section 3. Participation in Similar Activities.** This MOU in no way restricts COUNTY or CITY from participating in similar activities with other public or private agencies, organizations, and individuals, provided that sufficient space is available at the Central Transfer Station parking lot to accommodate additional activities beyond the use by the CITY as provided in this MOU. Each party shall communicate and coordinate all such activities with the other party.

**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 (2023), 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 (2023), as this statute may be amended from time to time.

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

(e) The parties further agree that 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 (2023), as this statute may be amended from time to time.

(e) The waiver of any provision in this MOU will not constitute the further waiver of any other provision of this MOU.

**Section 6. Contacts.** COUNTY and CITY shall furnish to each other the names of the individuals, with backup, who will be responsible for administering this MOU and each party shall keep the other party informed of any subsequent changes to this information as provided in Section 7 below. CITY shall provide a preliminary notice of intent to use the Central Transfer Station at least 48 hours before an emergency event to reserve the parking spot for the Command Trailer.

**Section 7. 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:

**As to SEMINOLE COUNTY:**

County Manager  
Seminole County Services Building  
1101 East 1st Street  
Sanford, FL 32771

**As to WINTER SPRINGS, FLORIDA**

City Manager  
1126 East State Road 434  
Winter Springs, Florida 32708

**Section 8. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this MIU. The sole jurisdiction and

venue for any legal action in connection with this MOU will be in the courts of Seminole County, Florida.

**Section 9. Parties Bound.** This MOU is binding upon and inures to the benefit of CITY and COUNTY, and their successors and assigns.

**Section 10. Conflict of Interest.**

(a) The parties 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 that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2023), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent, or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2023), as this statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this MOU.

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

**Section 11. Dispute Resolution.** COUNTY and CITY agree to follow and comply with any dispute resolution agreement between the parties and the provisions of Chapter 164, Florida Statutes (2023), as this statute may be amended from time to time, for any dispute arising from or relating to this MOU.

**Section 12. Entire MOU.**

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

(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 both parties, except as otherwise specifically provided in this MOU.

**Section 13. Assignment.** This MOU may not be assigned by either party without the prior written approval of the other party.

**Section 14. Severability.** If any provision of this MOU or the application of this MOU to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this MOU that can be given effect without the invalid provision or application, and to this end the provisions of this MOU are declared severable.

**Section 15. Public Records Law.**

(a) CITY and COUNTY acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2023), as this statute may be amended from time to time, to release public records to members of the public upon request. CITY and COUNTY acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2023), as this statute may be amended from time to time, in the handling of the materials created under this MOU and that this statute controls over the terms of this MOU.

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

**Section 16. Equal Opportunity Employment.** CITY and COUNTY shall not discriminate against any employee or applicant for employment for work under this MOU because of race, color, religion, sex, age, disability, or national origin. CITY and COUNTY shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 17. Counterparts.** This MOU 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 18. 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 19. 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, unless extended by mutual agreement of all of the parties. Any party may withdraw from and terminate this MOU as to that party upon sixty (60) days written notice to all of the other parties.

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

ATTEST:

CITY OF WINTER SPRINGS

  
CHRISTIAN GOWAN, City Clerk

By:   
KEVIN McCANN, Mayor

Date: 06/10/2024

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.

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

Approved as to form and  
legal sufficiency.

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

DGS/sfa  
06/06/2024

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