

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF WINTER SPRINGS AND  
THE LAKE MONROE AMATEUR RADIO SOCIETY, INC.**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Winter Springs, Florida, a municipal corporation (“City”), and the Lake Monroe Amateur Radio Society, Inc., a Florida not-for-profit corporation (“LMARS”), to document their understanding and agreement regarding the volunteer assistance provided by LMARS to the City during or relating to certain City events, and the waiver of rental fees for the use of certain City facilities by LMARS, as set forth herein.

**WHEREAS**, established in 1976-1977, the Lake Monroe Amateur Radio Society is a Florida not-for-profit corporation operating in Seminole County and the central Florida area, the primary purpose of which is to provide emergency communication services to the community, city, state, and individuals by means of amateur radio in the event of emergency or natural disaster and to engage in social interests to the benefit of its members;

**WHEREAS**, LMARS provides volunteer services or assistance to the City during or relating to certain City special events, including by having created the radio antenna for the City’s winter drive-through light display, and by providing miscellaneous volunteer assistance as directed by the City;

**WHEREAS**, LMARS holds monthly meetings for purposes of club business, including but not limited to membership and board matters, as well as presentations relating to HAM radio, and desires to utilize certain City facilities for such meetings;

**WHEREAS**, given the volunteer services and assistance provided by LMARS to the City in relation to City special events, the City desires to authorize LMARS to conduct its monthly meetings at or otherwise utilize certain City facilities, including the Civic Center and City park pavilions, throughout the year and to waive the related City facility rental fees; and

**WHEREAS**, the City and LMARS wish to memorialize their understanding of the obligations and responsibilities of the parties relative to volunteer services provided by LMARS to the City, and the waiver of rental fees for City facilities provided to LMARS as set forth herein under the Guidelines of this MOU.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**I. Purpose and Scope.**

The purpose of this MOU is to clearly identify the obligations and responsibilities of each party relative to volunteer services provided by LMARS to the City, and the waiver of rental fees for the use of City facilities provided to LMARS, as set forth herein under the Guidelines of this MOU.

## **II. Term.**

The initial term of this MOU shall be from March 1, 2024 through February 29, 2028 unless sooner terminated or extended as provided herein. The parties shall have the option to extend the term of this MOU for two (2) extension periods of one (1) year, or portions thereof. Such extensions shall be subject to mutual agreement and upon the same terms and conditions as stated herein.

## **III. Effective Date.**

This MOU shall take effect upon signature of the MOU by both parties.

## **IV. Guidelines.**

The City and LMARS agree to the following stipulations:

- A. LMARS will provide volunteer services and assistance, as directed by the City, during the following City events: The Celebration of Freedom (July 4<sup>th</sup> event), Hometown Harvest, Winter Wonderland and Light Up Central Winds (“City event” or “City events”). Volunteer services and assistance provided by LMARS may include but not be limited to assisting the City with parade lineups, hayrides, securing event perimeters, general observation of City event attendees and reporting of any potential issues or concerns to the designated City staff person or a City police officer, and as otherwise directed by the City.

Prior to the commencement of each City event, a designated LMARS representative shall meet with the designated City staff person to receive direction relative to the volunteer services or assistance to be provided by LMARS during the City event. The designated LMARS representative is responsible for ensuring that all LMARS volunteers are fully apprised of such instruction. LMARS understands and specifically agrees that LMARS volunteers must immediately report all potential criminal or medical issues or concerns directly to either the designated City staff person or an attending City police officer and that LMARS volunteers shall not themselves attempt to address any such potential issue or concern. LMARS shall ensure that at all times, all LMARS volunteers maintain a direct line of communication with the City event’s designated City staff person, or as directed by such designated City staff person.

- B. LMARS is authorized to use the City’s Civic Center for LMARS board or membership meetings, throughout each year, with prior City approval when scheduled no less than two weeks in advance. The rental fee for use of the City’s Civic Center shall be waived for such use.
- C. LMARS is authorized to use the City’s park pavilions for LMARS board or membership meeting or events, throughout each year, with prior City approval when scheduled no less than two weeks in advance. LMARS may use one park pavilion at a time. The rental fee for use of the City’s park pavilion(s) shall be waived for such use.

**V. Special Terms and Conditions.**

- A. Any and all amendments to this MOU must be made in writing and must be agreed to and executed by the parties before becoming effective.
- B. To terminate this MOU, a thirty (30) day termination notice must be received in writing by either party.

**VI. Indemnification.**

To the extent permitted under Florida law, LMARS shall defend, indemnify and hold harmless the City against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, or judgements which are asserted against the City arising from the negligent acts, errors, omissions, or wrongful conduct of LMARS. The aforementioned indemnity provision does not apply to the extent that the claims, actions, causes of action, demands, judgments, costs, expenses and any and all damages of every kind and nature results from the sole negligence or willful misconduct of City. Nothing herein shall be construed as a consent to be sued or as a waiver of sovereign immunity of the City.

**VII. Relationship of Parties.**

The relationship of the parties under this MOU is that of independent parties, each acting in its own best interests. Notwithstanding anything in this MOU to the contrary, no partnership, joint venture relationship of principal and agent is established or intended hereby between or among the parties. Neither LMARS nor the CITY shall have any authority to contract or bind the other in any manner and shall not represent itself as the agent of the other.

**VIII. No Third-Party Beneficiaries.**

This MOU is entered into solely for the benefit of the parties hereto and does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to this MOU.

**IX. Entire Agreement.**

This MOU represents the entire agreement between the parties pertaining to the subject matter hereof, and there are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties hereto have caused this MOU to be executed by their duly authorized representatives on the dates written below.

**City of Winter Springs, Florida,**  
a municipal corporation,

**Lake Monroe Amateur Radio Society, Inc.,**  
a Florida not-for-profit corporation,

By: \_\_\_\_\_

By: \_\_\_\_\_

Philip Hursh,

Print Name: \_\_\_\_\_

Interim City Manager

Title: \_\_\_\_\_

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

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