

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PORT ST. LUCIE, FLORIDA AND THE UNITED WAY OF ST. LUCIE & OKEECHOBEE, INC.

This Memorandum of Understanding (“MOU”) is entered into this ____ of _____, 2026 by and between the City of Port St. Lucie, Florida (“City”) and the United Way of St. Lucie & Okeechobee, Inc. (“United Way”). The City and United Way are collectively referred to as the “Parties” and may be individually referenced as “Party”.

WHEREAS, United Way is a nonprofit organization dedicated to providing assistance and relief to communities before, during, and after a natural disaster; and

WHEREAS, the City has determined that the services United Way provides are vital and beneficial to the City in responding to significant emergencies and disasters to protect and save the lives of City residents; and

WHEREAS, United Way has agreed to be the clearinghouse for the City for donations and provide a volunteer referral service in the event of a disaster; and

NOW, THEREFORE, the Parties agree as follows:

GENERAL

The purpose of this MOU is to establish a collaborative partnership between the City and United Way to enhance the efficiency and effectiveness of donation management and volunteer referral services in the event of emergencies and disasters. Both Parties aim to enhance community awareness of disaster preparedness, recognizing the importance of informed and prepared citizens. United Way seeks to provide valuable assistance to the City, offering donation management and volunteer referral services in any capacity required. The Parties pursue a common goal of providing crucial assistance to the residents of Port St. Lucie during disasters and emergencies.

Section 1. Term; Termination; Renewal.

This MOU will take effect upon the date it is signed by authorized representatives of both organizations. The initial term of this MOU is twenty-four (24) months. This MOU may be extended twice beyond the initial term for additional twenty-four (24) month terms, upon written consent of the Parties given at least beyond 90 days before the expiration of the current term. Either party may terminate this agreement upon 90 days written notice to the other party.

Section 2. Scope.

The scope of this MOU includes the City Emergency Management Division that serves as the Emergency Management Agency,¹ the City’s Incident Commander, and any other authorized

¹The Emergency Management Agency operates with jurisdiction extending territorially throughout the geographic boundaries of the City of Port St. Lucie in accordance with Chapter 252, Florida Statutes.

individual operating within the City's emergency management functions in accordance with all applicable laws and regulations, and the United Way who provides emergency service needs in St. Lucie County.

Section 3. Definitions.

Disaster. For the purposes of this MOU, a disaster is defined as an occurrence such as a tornado, hurricane, storm, flood, high water, wind-driven water, earthquake, tsunami, drought, blizzard, pestilence, famine, fire, explosion, building collapse, transportation accident, pandemic, biohazard event, mass casualty incident, hazmat event on a major roadway, port, or airport, or other similar situation that causes, or could cause, human suffering, or creates catastrophic human needs that City residents cannot alleviate without assistance.

Emergency Operations Center. The Emergency Operations Center ("EOC") is the City's Multi-Agency Coordination Center within the jurisdictional boundaries of the City, which coordinates the response and recovery functions during and after a disaster has occurred.

Human Services Branch. The Human Services Branch of the EOC, part of the Operations Section, is the Branch that deals with meeting human needs during and after a disaster. The Human Services Branch supervises the Mass Care Unit and the Volunteers & Donations Unit in the EOC.

Mass Care Unit Leader. The Mass Care Unit Leader oversees the coordination of mass care within the City during and after a disaster, including, but not limited to, food/water distribution, short and long-term housing, and arranging for other basic needs of the residents of the City to be met.

Volunteers and Donations Unit Leader. The Volunteer and Donations Unit Leader establishes contact with United Way to provide them with information on reports received of resident needs that have not been met that the United Way may be able to assist with. The Unit also monitors calls received by the City's Public Information Line to determine where and what the needs of the residents are and gives this information to the United Way who will coordinate with other non-profit organizations to ensure that those needs are met.

Volunteers. Volunteers are persons who wish to assist others in a time of need and may be locally sourced or may self-deploy from other parts of the country to aid. Some may be organized (such as the Cajun Navy who are a registered NGO), while others may be single individuals who come to assist in any way possible.

Donations. During a time of crisis or disaster, those who are unable to be on the ground to assist in person often provide financial or other in-kind donations (such as clothing, food, water, etc.). For the purposes of this MOU, a donation is any monetary or non-monetary donation being given without solicitation to the residents of the City in the furtherance of their recovery from a disaster.

Incident Commander. Responsible for overall management of an incident he/she has overall authority and responsibility for conducting incident operations.

Recovery Working Group. A group of volunteer organizations, houses of worship and other 501(c)3 located in or adjacent to the City. The Recovery Working Group will be tasked with identifying the capabilities their organizations can provide during a disaster and coordinating the implementation of these capabilities. The Recovery Working Group will be co-facilitated by representatives from the City's Division of Emergency Management, the City's Department of Neighborhood Services, and the United Way.

Recovery Working Group Steering Committee, a subcommittee of the Recovery Working Group tasked with identifying unmet needs within the community during times of disaster. The Recovery Working Group Steering Committee will consist of seven (7) representatives including representatives from the City's Division of Emergency Management, the City's Department of Neighborhood Services, the City's Department of Finance, and the United Way. The Recovery Working Group will select the other three members.

Section 4. Responsibilities of the Parties.

A. United Way. United Way agrees to be responsible for the following:

(1) Research, develop, and maintain a database of Non-Governmental Organizations ("NGOs") available and capable of providing related services, to include, but not limited to, contact information, capabilities, activation needs, and disaster service lead time.

(2) United Way will be the primary participant for volunteer referrals for disaster relief/response in the City. Upon notice that an individual wishes to volunteer to assist the City throughout a disaster, United Way will refer that individual to one of their contracted volunteer organizations. United Way shall be responsible for obtaining and maintaining a record of volunteer work activity performed in the City, in a form agreed upon by the Parties, and transmit them to the City's EOC Volunteer and Donations Unit. United Way may enter into an agreement with volunteer organizations to handle volunteers before or after a disaster, and said agreement shall include a clause for the volunteer organization to keep a record of volunteer work activity performed by those volunteers and transmit same to United Way, and United Way shall then transmit those records to the City as provided in this paragraph.

(3) Participate in emergency management related meetings, trainings, and exercises as requested by the City. United Way will coordinate all NGO and individual volunteer response and provide management and coordination of volunteer staffing and donation management sites. United Way will coordinate with NGOs to manage and account for tangible donations to support unmet disaster needs within the City.

(4) United Way will conduct training and orientation sessions for those organizations that United Way utilizes to deliver volunteer work at any given disaster, ensuring they are adequately prepared for emergency response activities. The City may collaborate with United Way to develop training materials and guidelines to align volunteer efforts with emergency management protocols.

(5) United Way will maintain a general relief/recovery restricted account to be opened when there are financial donations coming in before, during, or after a disaster that are not designated to specific agencies. The account will be used to support unmet needs of the City residents or those in need in jurisdictions under the auspices of United Way as described in SOG # 013 "Volunteers and Donations Management" to aid in recovery operations. United Way will consult with the Recovery Working Group's Steering Committee to determine the areas within the City and region most affected by the disaster, and will, to the best of their ability, provide assistance to the City residents using the funds received. The United Way will provide this service at a 16.2% administrative fee for all financial donations received.

(6) United Way shall register and comply with recognized national charity accountability standards, to include, but not be limited to the Charity Navigator's Give with Confidence rating and Candid.

(7) United Way shall coordinate with NGOs to accept, manage, and distribute non-monetary donations for the City and jurisdictions under the auspices of the United Way. Any excess non-financial donations (clothing, food, water, etc.) after the needs of all City residents have been met may be donated to other NGOs for future use in both disaster and non-disaster situations.

(8) United Way shall maintain financial records and reports relating to the utilization of donated funds.

(9) Maintain books, records, documents, invoices, and other evidence and accounting procedures and practices such as will permit the United Way to sufficiently and properly reflect all direct costs of any nature associated with United Way's performance under this MOU.

(10) Comply with Section 119.0701 of the Florida Statutes.

B. City of Port St. Lucie. The City of Port St. Lucie agrees to be responsible for the following:

(1) Notify the United Way of the potential need to assist in donations management throughout a disaster.

(2) Meet with the United Way at least annually before the start of hurricane season, exchange point of contact information for the upcoming hurricane season and discuss any relevant issues that may need to be addressed prior to the start of hurricane season.

(3) Provide a staff member from the City's Emergency Management Division and the City's Neighborhood Services Department to co-facilitate the Recovery Working Group made up of NGOs and private-sector organizations identified by the United Way in Section 4(A)(1) of this MOU. The Recovery Working Group will meet at least twice annually (before and after hurricane season).

(4) Utilize, when determined appropriate by the City's Emergency Management Division, the services of the United Way for disaster relief and recovery projects.

(5) Provide Directors or their alternates from the Division of Emergency Management, the Neighborhood Services Department, and the Finance Department to serve on the Recovery Working Group Steering Committee.

Section 5. Insurance.

The United Way shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this MOU, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the United Way are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by United Way under the MOU.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this MOU will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, and as may be amended from time to time, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this MOU.

Workers' Compensation Insurance & Employer's Liability: The United Way shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.

Commercial General Liability Insurance: The United Way shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance and policies shall clearly state that coverage required by the MOU has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and include MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PORT ST. LUCIE, FLORIDA AND THE UNITED WAY OF ST. LUCIE & OKEECHOBEE, INC.."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this MOU to exceed the above limits, the United Way shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: The United Way shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the United Way does not own any automobiles, the Business Auto Liability requirement shall be amended allowing United Way to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Professional Liability Insurance: United Way shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the City reserves the right, but is not obligated, to review and request a copy of United Way's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, United Way warrants that the retroactive date equals or precedes the effective date of this MOU. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this MOU, United Way shall agree to purchase a SERP with a minimum

reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Waiver of Subrogation: By entering into this MOU, the United Way agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then the United Way shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the United Way for any and all claims under this MOU. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the bidder's most recent annual report or audited financial statement.

The United Way may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but is not obligated, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this MOU. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the United Way to execute the MOU and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the MOU.

United Way will coordinate with volunteer coordinating organizations to ensure that volunteers are covered by appropriate liability insurance during their participation in emergency response activities.

Section 6. Independent Status of United Way Volunteers.

This MOU explicitly states that any individual engaged or mobilized as a volunteer by United Way affiliated agency shall have no legal rights, obligations, or relationship with the City or any other entity associated with the City. Individuals participating as volunteers through United Way affiliated agencies shall maintain an independent status and are not considered agents, representatives, or employees of the City. The volunteer shall not be entitled to any legal rights, benefits, or claims arising on behalf of City due to any volunteer work with United Way or its affiliates.

Participation in volunteer activities organized by United Way does not establish any legal relationship, partnership, joint venture, agency, or employment relationship between the volunteers and the City. Volunteers are acting solely under the auspices of the United Way and its affiliates and are not authorized to represent the City in any capacity.

The independence of volunteers engaged by United Way and its affiliates is expressly acknowledged, and this legal disclaimer is designed to ensure clarity on the separate and independent status of volunteers in relation to the City.

Section 7. Liability and Indemnification.

The City shall not assume any liability for the actions, conduct, or omissions of volunteers engaged by United Way or their contracted volunteer organizations. United Way and any volunteer organization working with United Way agrees to indemnify and hold the City harmless from any claims, damages, liabilities, or expenses arising from the actions of volunteers during their participation in emergency response and recovery efforts.

Section 8. No Third-Party Beneficiaries.

This MOU is intended solely for the benefit of the City and United Way. No individual volunteer shall be considered a third-party beneficiary to this MOU, and they shall not have the right to enforce any provision of this MOU.

Section 9. Sovereign Immunity Preserved.

Nothing contained in this MOU shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

Section 10. Public Records.

The City is a public agency subject to chapter 119, Florida Statutes. Where applicable, it shall be United Way's responsibility to comply with Florida's Public Records Law, specifically, but not limited to, its obligation to keep and maintain public records required by the City in order to perform the service, pursuant to section 119.0701, Florida Statutes.

Section 11. Policy of Non-Discrimination.

United Way shall not discriminate against any person in its operations, activities, or contracting with NGOs. United Way shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

Section 12. Entire Agreement.

This MOU sets forth the entire agreement between United Way and the City with respect to the subject matter of this MOU. This MOU supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This MOU may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

UNITED WAY

By: _____
Thomas Epsky Date
President and CEO of United Way
St. Lucie and Okeechobee, Inc.

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
Jesus Merejo Date
City Manager