

**MEMORANDUM OF UNDERSTANDING BETWEEN CHARLOTTE COUNTY AND
NEW DAY CHRISTIAN CHURCH AT PORT CHARLOTTE, INC.
CONCERNING EMERGENCY SPECIAL NEEDS SHELTER**

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into by and between the NEW DAY CHRISTIAN CHURCH AT PORT CHARLOTTE, INC. (hereinafter "NEW DAY"), whose principal address is 20212 Peachland Boulevard, Port Charlotte, Florida 33954 and CHARLOTTE COUNTY, a political subdivision of the State of Florida (hereinafter the "COUNTY"), whose principal address is 18500 Murdock Circle, Port Charlotte, Florida 33948.

WITNESSETH:

WHEREAS, upon request of the Charlotte County Office of Emergency Management ("OEM"), NEW DAY desires to allow the COUNTY to use their facilities as a special needs shelter, during state and local emergencies, to meet the needs of persons requiring assistance during evacuations; and

WHEREAS, the parties have reached a mutual understanding as to the roles and responsibilities of operating the special needs shelter.

NOW THEREFORE, in consideration of the terms, conditions, and mutual covenants contained herein, NEW DAY and COUNTY intend to be legally bound, and 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. Scope. Effective on the date of execution of this MOU by the County and for a period of three (3) years, NEW DAY agrees to provide the use of its facility, located at 20212 Peachland Blvd., Port Charlotte, FL 33954, as a special needs shelter during declared state and local emergencies. The COUNTY agrees to provide a portable generator to be used in conjunction with the previously installed transfer switch during declared state and local emergencies.

Section 3. Responsibilities.

a. Upon formal notification, NEW DAY shall permit the use of its facility as a special needs shelter for parties affected by disaster.

b. NEW DAY agrees to cancel any conflicting activities taking place at its facilities during shelter operations. Notwithstanding this provision, NEW DAY may conduct activities during shelter operations provided such activities do not interfere with, impede, or hamper shelter operations.

c. NEW DAY and OEM will conduct a pre-hurricane season facility walkthrough in addition to pre/post storm checklists during declared state and local emergencies.

d. NEW DAY shall designate staff and/or volunteers to assist in the opening and operation of its facility as a special needs shelter. This team of staff members/volunteers shall include, but are not limited to, an administrator, kitchen worker, and support staff. They will be responsible for providing support for the special needs shelter, limiting access to designated areas, and coordinating and facilitating the use of the kitchen and other areas within NEW DAY.

e. OEM shall authorize and direct the preparation of simple meals through coordination with non-profit agencies and food vendor contracts.

f. NEW DAY shall support OEM's food service team by providing access to its kitchen and kitchen equipment.

g. NEW DAY may assist with meal preparation.

h. OEM shall be responsible for logistics and provide functional need support services at NEW DAY when its facility is being used as a special needs shelter.

i. OEM shall coordinate with the Florida Department of Health who will staff the special needs shelter when it has been activated.

j. OEM shall coordinate with local law enforcement to provide security at NEW DAY when it is used as a special needs shelter.

k. In consideration of NEW DAY authorizing COUNTY to install a transfer switch to be used exclusively during declared state and local emergencies, COUNTY shall be responsible for ongoing maintenance of the transfer switch when not in use by OEM. COUNTY shall be responsible for ensuring the transfer switch remains in good working condition. NEW DAY shall permit COUNTY to restrict access to the transfer switch, by use of securement devices, when not in use by the COUNTY during declared state and local emergencies.

l. Upon reasonable notice, NEW DAY shall permit OEM access to its facility to conduct annual testing of the transfer switch in accordance with OEM's Annual Emergency Management Exercise Schedule.

m. OEM shall be responsible for the refueling of the portable generator and maintenance of the transfer switch, and any damage resulting therefrom, when the special needs shelter is activated.

n. NEW DAY will allow access to the COUNTY, its employees, and contractors as necessary to service the transfer switch and refuel the portable generator, when the special needs shelter is activated.

o. Upon declaration of a state or local emergency, OEM shall promptly notify NEW DAY, utilizing the contact information as provided in Section 12 below. OEM shall determine when it is appropriate for the special needs shelter to open.

Section 4. Ownership Retention. The parties agree and understand that the COUNTY retains all ownership rights to the portable generator and no provision of this MOU shall constitute, or be interpreted, as a waiver of its ownership rights.

Section 5. Reimbursement. NEW DAY agrees that the use of the NEW DAY facility during a declared state and/or local emergency, will be at no cost to the COUNTY except for the following:

- i. COUNTY will reimburse NEW DAY for the actual and reasonable cost (hereinafter "Clean-up Costs") incurred by NEW DAY for the clean-up in connection with the use of the NEW DAY facility as a special needs shelter. NEW DAY will submit invoices to the COUNTY for clean-up costs. Upon determination by the COUNTY that the invoices are sufficient, the COUNTY shall reimburse NEW DAY in accordance with the *Local Government Prompt Payment Act*.
- ii. COUNTY will be responsible for repairs resulting from damage arising from the use of the NEW DAY facility as a special needs shelter, reasonable wear and tear excepted.
- iii. COUNTY will reimburse NEW DAY or furnish and supply, as the case may require, all expendable supplies and materials necessary for the use of the

NEW DAY facility as a special needs shelter. NEW DAY shall provide the COUNTY with reimbursement requests, including all supporting documents, within ninety (90) days from the closing of the special needs shelter. All reimbursements shall be based upon the number of people sheltered if pre-counts of supplies are not provided on the pre-storm checklist. Payments shall be made in accordance with the *Local Government Prompt Payment Act* – Sections 218.70 through 218.80, Florida Statutes

- iv. NEW DAY shall, upon request by the County, complete and timely return any/all documentation required by the Federal Emergency Management Agency (FEMA) and/or State of Florida relating to NEW DAY's obligations under this MOU.

Section 6. Termination. Any party may withdraw from and terminate this MOU with one (1) year written notice to the other party. Upon termination of this MOU NEW DAY will accept full responsibility for the transfer switch, as is, with no future maintenance being provided by the COUNTY, neither will COUNTY be responsible for any damages/loss sustained by any future use thereof.

Section 7. Liability. The liability of each party to this MOU, in relation to emergency shelter designation and operations is strictly governed in accordance with Florida Statutes §§ 252.51 and 768.28, as amended. No provision of this MOU shall constitute or be interpreted as a waiver of sovereign immunity and all defenses relative to sovereign immunity shall be preserved.

Section 8. Participation in Similar Activities. This MOU in no way restricts the COUNTY from participating in similar activities with other public or private agencies, organizations, and individuals. The COUNTY shall communicate and coordinate all such similar activities with NEW DAY, as necessary.

Section 9. Insurance Requirements. Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this MOU.

Section 10. Indemnification. Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28 of the Florida Statutes, from all claims, loss, damage and expense, including attorney fees and costs and attorney fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees and agents related to its performance under this MOU. This provision does not constitute a waiver of COUNTY'S sovereign immunity under Section 768.28 of the Florida Statutes or extend COUNTY'S liability beyond the limits established in Section 768.28 of the Florida Statutes.

Section 11. Contacts. The parties shall furnish the name and contact information of designated individuals who will be responsible for administering this MOU. Changes to these contacts shall be in writing and delivered as outlined in Section 8 of this MOU.

Section 12. Notice. In the event either party desires or is required to provide notice to the other party, the party desiring or required to provide such notice shall do so in writing and by hand delivery or certified mail, return receipt requested, postage prepaid, to the other party at the address listed below:

If to the COUNTY:

Charlotte County Government
Attn: County Administrator
18500 Murdock Circle
Port Charlotte, FL 33948

If to NEW DAY:

New Day Christian Church at Port Charlotte, INC.
Attn: Steve DeBona
20212 Peachland Boulevard
Port Charlotte, Florida 33954

Section 13. Governing Law. The laws of the State of Florida govern the validity, enforcement, and interpretation of this MOU. Charlotte County, Florida is the sole venue for any legal action in connection with this MOU in state court. The United States District Court for the Middle District of Florida, Fort Myers Division is the sole venue for any federal court action in connection with this MOU.

Section 14. Employee Status. Persons employed by or volunteering on behalf of a party in the performance of services and functions pursuant to this MOU are not deemed the employees or agents of the other party, nor do these employees or volunteers 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 15. E-Verify Registration. Pursuant to § 448.095, Fla. Stat., all persons or firms entering contracts with the COUNTY are required to register with, and use, the E-Verify system of the *U.S. Department of Homeland Security* to electronically verify the employment eligibility of all newly hired employees. The COUNTY may terminate this MOU for failure on the part of NEW DAY to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to § 448.095(2)(c)3, Fla. Stat.

Section 16. Conflict of Interest. 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 or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes, as amended, relating to ethics in government.

Section 17. Entire Agreement. It is understood and agreed the entire agreement of the parties is contained in this MOU and this MOU supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this MOU.

Section 18. Retention/Ownership of Records. Pursuant to Section 119.0701 of the Florida Statutes, NEW DAY must comply with the public records laws, specifically: a) keep and maintain public records required by the COUNTY to perform the contracted services; b) upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the COUNTY to perform the service, and meet all applicable requirements for retaining public records. NEW DAY agrees to retain all books, records, and other documents relative to this MOU for five (5) years after

termination of this MOU. Persons duly authorized by the COUNTY shall have full access to and the right to examine any materials during said period, subject to applicable confidentiality laws.

IF NEW DAY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE NEW DAY'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 109, PORT CHARLOTTE, FLORIDA 33948.

Section 19. Headings and Captions. All headings and captions contained in this MOU are provided for convenience only, are not considered a part of this MOU, and may not be used to define, describe, interpret, or construe any provision of this MOU.

Section 20. Application and Execution. The effective date of this MOU shall be the date this MOU has been properly executed by the COUNTY. This MOU may only be amended by written agreement of the parties.

Section 21. Scrutinized Vendors/Human Trafficking. Charlotte County may, at its sole option, terminate any agreement if NEW DAY is found to have been placed on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Terrorism Sectors List*, or any list created under section 215.473, Florida Statutes; engaged in business operations in Cuba or Syria, on the *Scrutinized Companies or Other Entities that Boycott Israel List*, or engaged in a boycott of Israel, as defined in section 287.135, Florida Statutes

- i. Pursuant to sections 287.1346 and 787.06, Florida Statutes, governmental entities of the State of Florida are prohibited from accepting a bid, proposal or reply to any solicitation, entering into contracts with, or transacting business with entities that engage in forced labor, as defined by section 287.1346, Florida Statutes, and/or human trafficking, as defined in section

787.06, Florida Statutes.

- ii. NEW DAY will complete and submit with this MOU an affidavit, attached hereto as **Exhibit A**, signed by an officer or authorized representative of the NEW DAY under penalty of perjury that their company is not an entity the County is prohibited from contracting with pursuant to sections 287.135, 287.1346 and 787.06, Florida Statutes.
- iii. NEW DAY is cautioned that, in addition to the criminal penalties for perjury, civil penalties equal to twice the amount of this MOU being assessed, the ineligibility to enter into, renew, or extend any contract or grant with any governmental entity of the State of Florida, and placement on the *State of Florida Forced Labor Vendors* list may be imposed upon falsifying the affidavit or violating this statute.

Section 22. This MOU may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, constitute one and the same agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in Charlotte County, Florida, for the purpose herein expressed, the day and year below written.

ATTEST:

Roger D. Eaton, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA**

By: _____
Joseph Tiseo, Chairman

Date: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By:  _____
Thomas M. David, County Attorney
LR23-0276 

IN WITNESS WHEREOF

NEW DAY CHRISTIAN CHURCH AT
PORT CHARLOTTE, INC.

Signed by: [Signature]

Print Name: Maureen A. Williams

Title: Lead Executive Pastor

Date: 03/23/2026

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of March, 2026 by Mark A Williams, an authorized agent on behalf of New Day Christian Church at Port Charlotte, Inc., a Florida not for profit corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

[Signature: Maureen Keller]
Notary Public
Maureen A Keller
Name typed, printed or stamped
My Commission Expires: 7-17-2026



EXHIBIT A

Statutory Compliance Affidavit

I am an officer or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business or business entity that I am aware that governmental entities of the State of Florida are prohibited from entering into, amending, extending, and renewing certain contracts and agreements with scrutinized companies or entities, pursuant to section 287.135, Florida Statutes; foreign countries of concern, pursuant to section 287.138, Florida Statutes; and business entities that engage in forced labor and human trafficking practices, pursuant to sections 287.1346, and 787.06(14), Florida Statutes.

Business or Business Entity Legal Name:	New Day Christian Church at Port Charlotte, Inc.
Business or Business Entity Legal Address:	20212 Peachland Blvd. Port Charlotte, FL 33954
Business or Business Entity Taxpayer Identification Number:	23-7074785

I hereby certify under penalty of perjury that:

- My business entity is not on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Terrorism Sectors List*, or any list created under section 215.473; is not engaged in business operations in Cuba or Syria; and is not on the *Scrutinized Companies or Other Entities that Boycott Israel List* nor engaged in a boycott of Israel, as defined in section 287.135, Florida Statutes.
- My business is not owned by a foreign country of concern, as defined by section 287.138, Florida Statutes
- No foreign country of concern has a controlling interest in my business entity, as defined by section 287.138, Florida Statutes.
- My business entity is not organized under the laws of or has its principal place of business in a foreign country of concern as defined by section 287.138, Florida Statutes.
- My business entity does not engage in forced labor practices, as defined by section 287.1346, Florida Statutes.
- My business entity does not engage in human trafficking, as defined by section 787.06, Florida Statutes.
- My business entity does not employ or engage any person who performs any of the activities in section 787.30, Florida Statutes.

I have been advised that, in addition to criminal penalties for perjury for providing false information on this affidavit, my failure to comply with the requirements of sections 287.1346 and 287.138, and chapter 787, Florida Statutes, may result in civil and criminal penalties, prohibitions against

doing business with any governmental entity of the State of Florida the suspension or revocation of all business or professional licenses and certifications issued by the State of Florida.

By signing this affidavit, I agree that I will notify the County within ten (10) calendar days of any change in my business entity status that would make any statement made on this affidavit untrue and within thirty (30) calendar days of gaining direct knowledge that my subcontractor or vendor is in violation of any of the requirements of sections 287.1346 and 787, Florida Statutes. I further acknowledge that the failure to make the appropriate notification may constitute a default.

IN WITNESS WHEREOF:

New Day Christian Church At Port Charlotte, Inc.
a Florida not for profit corporation

Signed By: 

Print Name: MARK A. WILLIAMS

Title: LEAD Executive PASTOR

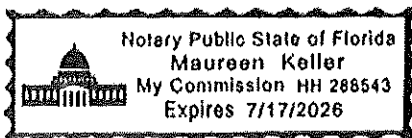
Date: 03/23/2026

STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of March, 2026 by Mark A Williams, an authorized agent on behalf of New Day Christian Church at Port Charlotte, Inc., a Florida not for profit corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Maureen Keller

Notary Public

Maureen A. Keller

Name typed, printed or stamped

My Commission Expires: 7-17-2026