

City of Palm Coast, Florida Agenda Item

Agenda Date: October 20, 2026

Agenda Item:
G.8

Department	COMMUNITY DEVELOPMENT	Amount
Division	PLANNING	Org/Account #
Subject: RESOLUTION 2026-XX APPROVING AN INTERLOCAL AGREEMENT FOR COLD WEATHER SHELTER SERVICES		
Presenter: Jose Papa, AICP, Senior Planner		
Attachments: 1. Resolution 2. Interlocal Agreement		
Background: On September 9, 2020, the City of Palm Coast, Flagler County, the Cities of Bunnell and Flagler Beach entered into an Interlocal Agreement (ILA) to provide shelter services for the homeless during certain nights (when the temperature is predicted to fall below 40 degrees). Flagler County has proposed updating the ILA, the proposed updates are as follows: 1. Reference to the Church on the Rock has been removed given that it has been sold. A generic reference to the facility providing the services has been inserted in its place. 2. Reference to those living without heat has been added to account for those who have homes but may need to use the Cold Weather Shelter regardless. 3. The cost for services has increased from \$1,000 per night to \$1,500 per night, with each jurisdiction being responsible for 25% of the per night cost, or \$375 per night. The cap on number of days charged has been removed to account for the fact that the Cold Weather Shelter may be needed more than 24 nights a year. Last year (2025), the shelter was open for 23 days. Nonetheless, each party's responsibility is capped at 25% of the total cost of the Cold Weather Shelter services. The agreement will allocate \$1,500 (the "Sheltering Fee") for each night the Cold Weather Shelter is open. The Sheltering Fee is intended to cover the costs of utilizing the shelter space, security, utilities, meals, and other costs of providing the services. Each party to the agreement will pay 25% or \$375 per night.		

The non-profit currently operating the shelter, the Flagler County Family Assistance Center, Inc. doing business as The Sheltering Tree, will continue to operate and administer the shelter. A recent history of the shelter usage is provided below:

FY2025-26

- Activated 22 nights @ \$1000/night
- Total grant invoice = \$22,000 divided by 4 = \$5,500 cost to ea. Jurisdiction
- Total shelter bed nights* = 520
- Average people/night = 24/night

FY2024-25

- Activated 23 nights @ \$1000/night
- Total grant invoice = \$23,000 divided by 4 = \$5,750 cost to ea. Jurisdiction
- Total shelter bed nights = 497
- Average people/night = 22/night

FY2023-24

- Activated 13 nights @ \$1000/night
- Total grant invoice = \$13,000 divided by 4 = \$3,250 cost to ea. Jurisdiction
- Total shelter bed nights = 127
- Average people/night = 10/night

This is a legislative item.

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVING AN INTERLOCAL AGREEMENT FOR COLD WEATHER SHELTER SERVICES

RESOLUTION 2026 – ____
INTERLOCAL AGREEMENT REGARDING
COLD WEATHER SHELTER SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, APPROVING AN INTERLOCAL AGREEMENT AMONG FLAGLER COUNTY, THE CITY OF BUNNELL, THE CITY OF FLAGLER BEACH, REGARDING THE PROVISION OF COLD WEATHER SHELTER SERVICES FOR THE HOMELESS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Flagler County, the City of Bunnell and the City of Flagler Beach have recognized the need for Cold Weather Shelter Services for the Homeless; and

WHEREAS, by definition, homelessness is a problem that traverses jurisdictional boundaries and therefore, the most effective solutions will involve intergovernmental coordination; and

WHEREAS, Flagler County lacks a permanent shelter for the homeless and as such, has no permanent facility to provide sheltering services to the homeless or those living in homes with Flagler County that lack heat when the temperature is predicted to drop below forty degrees Fahrenheit, referred to hereafter as “Cold Weather Shelter Services”; and

WHEREAS, on September 9, 2020, the County, Bunnell, Flagler Beach, and Palm Coast (hereinafter collectively referred to as the “Parties”) entered into an interlocal agreement for the purpose of establishing a joint effort to provide Cold Weather Shelter Services for the residents of Flagler County (the “First ILA”); and

WHEREAS, since the Parties entered into the First ILA, attendance by those using the Cold Weather Shelter Services has roughly doubled with no corresponding change in the cost charged to the Parties, resulting in the County assuming responsibility for more than its pro rata share of the cost of same; and

WHEREAS, as the use of Cold Weather Shelter Services is anticipated to continue to grow, the Parties are desirous of entering into a new interlocal agreement, intended to replace the First ILA in its entirety, so as to account for this increased use and the prior agreement of the Parties to share in the cost of Cold Weather Shelter Services equally.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:**

SECTION 1. APPROVAL OF AGREEMENT. The City Council hereby approves the terms and conditions of an Interlocal Agreement for “Cold Weather Shelter Services” with Flagler County, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute any necessary documents.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impart the validity, force or effect of any other section or part of the Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 20th day of October 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” ILA for the Provision of Cold Weather Shelter Services

**INTERLOCAL AGREEMENT AMONG FLAGLER COUNTY, THE CITY OF BUNNELL,
THE CITY OF FLAGLER BEACH, AND THE CITY OF PALM COAST, REGARDING
THE PROVISION OF COLD WEATHER SHELTER SERVICES FOR THE HOMELESS**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into between the Board of County Commissioners of Flagler County (“County”), a political subdivision of the State of Florida, the City of Bunnell, a Florida municipal corporation (“Bunnell”), the City of Flagler Beach, a Florida municipal corporation (“Flagler Beach”), and the City of Palm Coast, a Florida municipal corporation (“Palm Coast”).

WHEREAS, Section 163.01, *Florida Statutes*, known as the “Florida Interlocal Cooperation Act of 1969,” (hereinafter, the “Act”) authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, the Act permits agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, by definition, homelessness is a public concern that traverses jurisdictional boundaries and therefore, the most effective solutions will involve intergovernmental coordination; and

WHEREAS, Flagler County lacks a permanent shelter for the homeless and, as such, has no permanent facility to provide sheltering services to the homeless or those living in homes within Flagler County that lack heat when the temperature is predicted to drop below forty degrees Fahrenheit, referred to hereinafter as “Cold Weather Shelter Services”; and

WHEREAS, on September 9, 2020, the County, Bunnell, Flagler Beach, and Palm Coast (hereinafter collectively referred to as the “Parties”) entered into an interlocal agreement for the purpose of establishing a joint effort to provide Cold Weather Shelter Services for the residents of Flagler County (the “First ILA”); and

WHEREAS, since the Parties entered into the First ILA, attendance by those using the Cold Weather Shelter Services has roughly doubled with no corresponding change in the cost charged to the Parties, resulting in the County assuming responsibility for more than its pro rata share of the cost of same; and

WHEREAS, as the use of Cold Weather Shelter Services is anticipated to continue to grow, the Parties are desirous of entering into a new interlocal agreement, intended to replace the First ILA in its entirety, so as to account for this increased use and the prior

agreement of the Parties to share in the cost of Cold Weather Shelter Services equally.

NOW THEREFORE, in consideration of the above matters and the mutual covenants, promises and representations herein, the Parties hereto agree to create this Agreement to facilitate the sheltering of the homeless on cold nights:

A. COLD WEATHER SHELTER SERVICES

1. On nights in which the temperature is predicted to drop below forty degrees Fahrenheit, the County will provide a bus to pick up homeless individuals and those living in homes within Flagler County that lack heat who wish to avail themselves of the Cold Weather Shelter Services. These individuals will be transported to the facility providing the Cold Weather Shelter Services (the "Shelter"). Following such nights, the County will provide the same bus service to drop the individuals off. The Parties to this Agreement will coordinate to determine the best bus route and timing with the goal of reaching as many homeless individuals as practicable.
2. The County will pay the Shelter \$1,500.00 (the "Sheltering Fee") for each night in which the Shelter administers the Cold Weather Shelter Services. The Sheltering Fee will cover the costs of utilizing the Shelter space, security, utilities, meals, and other costs of providing the Cold Weather Shelter Services. The Parties acknowledge that the County's commitment to pay the Shelter for the Cold Weather Shelter Services is unpredictable and, as such, agree that they will each be individually responsible for twenty-five percent (25%) of the Sheltering Fee, or \$375 per night, the Cold Weather Shelter Services are provided by the Shelter.
3. On or before April 30th of each year, the County shall furnish invoices to Bunnell, Flagler Beach, and Palm Coast for twenty-five percent (25%) each of the total annual cost paid to the Shelter for the Cold Weather Shelter Services.

B. MISCELLANEOUS

1. The Parties agree to maintain, at no cost to the other Parties, adequate liability insurance covering their respective employees, officers, or agents and their activities against exposure to judgments that are within the limits of the waiver of sovereign immunity established by the State of Florida.
2. The Parties agree that each will be responsible for the negligent acts of its own employees, officers, or agents to the extent permitted by and subject to the monetary limitations identified in Chapter 768, *Florida Statutes*. This section shall not be construed as waiving any party's right of sovereign immunity pursuant to Section 768.28,

Florida Statutes, or any other provision of law, or as waiving any other defense or limitation which any of the Parties may have against any claim or cause of action by any person not a party to this Agreement. No rights are granted to third parties by this Agreement.

3. All notices provided under or pursuant to this Agreement shall be in writing, delivered either by hand or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

Flagler County:	Flagler County Board of County Commissioners Attn: County Administrator 1769 East Moody Blvd, Building 2 Bunnell, Florida 32110
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Bunnell:	City of Bunnell Attn: City Manager 2400 Commerce Parkway Bunnell, FL 32110
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Flagler Beach:	City of Flagler Beach Attn: City Manager 105 S. 2 nd Street Flagler Beach, FL 32136
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Palm Coast:	City of Palm Coast Attn: City Manager 160 Lake Avenue Palm Coast, FL 32164
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4. This Agreement may be modified or revised at any time by a written instrument duly authorized by the governing bodies of the Parties hereto.
5. This Agreement shall become effective upon execution by the Parties hereto and its filing with the Clerk of the Circuit Court in accordance with Section 163.01(11), *Florida Statutes*.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year below written.

[Signatures on following pages.]

APPROVED this ____ day of _____, 2026, by the Flagler County Board of County Commissioners.

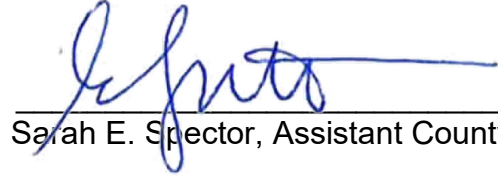
**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

ATTEST:

Leann Pennington, Chair

Tom Bexley, Clerk of the Circuit
Court and Comptroller

APPROVED AS TO FORM:



Sarah E. Spector, Assistant County Attorney

APPROVED this ____ day of _____, 2026, by the City of Bunnell, Florida.

CITY OF BUNNELL, FLORIDA

ATTEST:

Catherine D. Robinson, Mayor

Kristen Bates, City Clerk

APPROVED AS TO FORM:

Paul Waters, City Attorney

APPROVED this ____ day of _____, 2026, by the City of Flagler Beach, Florida.

CITY OF FLAGLER BEACH, FLORIDA

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk

APPROVED AS TO FORM:

Drew Smith, City Attorney

APPROVED this ____ day of _____, 2026, by the City of Palm Coast, Florida.

CITY OF PALM COAST, FLORIDA

ATTEST:

Mike Norris, Mayor

Kaley Cook, City Clerk

APPROVED AS TO FORM:

Marcus Duffy, City Attorney