

City of Palm Coast, Florida Agenda Item

Agenda Date: May 19, 2026

Agenda Item: G.10

Department CITY CLERK Division CITY CLERK	Amount Org/Account #
Subject: RESOLUTION 2026-XX APPROVING AN INTERLOCAL AGREEMENT WITH THE FLAGLER COUNTY SUPERVISOR OF ELECTIONS	
Presenter: Kaley Cook, City Clerk	
Attachments: 1. Resolution 2. Interlocal Agreement	
Background: A City election will be held in 2026 for the City Council Districts 2, 3, and 4 seats. The City partners with the Flagler County Supervisor of Elections to conduct elections and the agreement is attached for consideration.	
Recommended Action: ADOPT RESOLUTION 2026-XX APPROVING AN INTERLOCAL AGREEMENT WITH THE FLAGLER COUNTY SUPERVISOR OF ELECTIONS	

**RESOLUTION 2026-
INTERLOCAL AGREEMENT
FLAGLER COUNTY SUPERVISOR OF ELECTIONS**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT WITH THE FLAGLER COUNTY SUPERVISOR OF ELECTIONS; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR FUTURE AMENDMENTS, PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969” (“Cooperation Act”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities 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 and development of local communities; and

WHEREAS, the City and the Flagler County Supervisor of Elections, which is a public body created pursuant to Section 163.01(7), Florida Statutes, have entered into an Interlocal which provides for election services; and

WHEREAS, the Flagler County Supervisor of Elections has expressed a desire to provide election services to the City of Palm Coast; and

WHEREAS, the City Council of Palm Coast, desires to contract with the Flagler County Supervisor of Elections for the above referenced services.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Interlocal Agreement with the Flagler County Supervisor of Elections for election services, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE. The City Manager, or designee, is hereby authorized to negotiate, finalize, and execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to amend any future amendments to the Interlocal Agreement.

SECTION 5. 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 impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 19th day of May 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” – Interlocal Agreement

INTERLOCAL AGREEMENT FOR ELECTION SERVICES

THIS INTERLOCAL AGREEMENT (hereinafter, the “Agreement”) is made and entered into this ____ day of May, 2026 by and between the **FLAGLER COUNTY SUPERVISOR OF ELECTIONS** (hereinafter, the “Supervisor”), an elected constitutional officer, whose address is 1769 E. Moody Blvd., Building 2, Suite 101, Post Office Box 901, Bunnell, Florida, 32110 and the **CITY OF PALM COAST**, a Florida municipality (hereinafter the “City”), whose address is 160 Lake Avenue, Palm Coast, FL 32164.

WITNESSETH

WHEREAS, it is the intent of the Legislature, according to Chapter 163, Florida Statutes, to encourage public agencies to join together in agreements that will best serve the public interest and promote the most efficient expenditures of public funds through avoiding costly duplication of services; and

WHEREAS, the Supervisor and City desire to mutually cooperate by causing voter access to polling places to be facilitated at the least possible cost to the public; and

WHEREAS, the Supervisor desires to assist the City by conducting the 2026 municipal elections and likewise to reduce the public costs associated with the electoral process; and

WHEREAS, the Supervisor and City have determined that it is in the best interests of the citizens of the City of Palm Coast that the Supervisor and City enter into this Agreement; and

WHEREAS, City hereby acknowledges full responsibility for any applicable requirements under the Florida Election Code and any provisions of the City Charter or municipal ordinances which may not be addressed or included in this Agreement; and

WHEREAS, pursuant to State law, the Supervisor is the legal custodian of the Flagler County voting equipment and is charged with responsibility for the custody and maintenance of the equipment; and

WHEREAS, the parties to this Agreement recognize that Chapters 97 through 106, Florida Statutes, shall govern the conduct of a municipality's election in the absence of an applicable special act, charter, or ordinance provision; and

WHEREAS, the City desires the Supervisor to provide only such election services as are stated herein, subject to the terms and conditions outlined in this Agreement.

NOW THEREFORE IT IS AGREED as follows:

1. **Authority**. This Agreement is entered into under the terms of the Election Laws and the constitutional and statutory powers of the City and the Supervisor.
2. **Effect of Recitals**. The recitals above are adopted as findings of fact upon which the parties have relied and are incorporated into this Agreement.
3. **Term/Duration**. The term of this Agreement shall commence upon its filing with the Clerk of the Circuit Court as provided in Section 7 *infra*. The Agreement shall be in effect only for the 2026 City of Palm Coast Primary and General Elections.
4. **Compliance with Local and State Laws**. During the term of this Agreement, each party shall comply with all applicable State and local laws, regulations, and ordinances. The parties agree that the City's Municipal Clerk is responsible for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code, and any applicable municipal charter provisions and ordinances. Any obligations or duties not outlined in this Agreement shall be the responsibility of the City.
5. **Supervisor's Election-Related Services**.

(A) Conduct of Elections. The Supervisor shall conduct the City of Palm Coast 2026 Municipal Elections under Chapters 97 – 106, Florida Statutes. The Supervisor shall perform all aspects of the Primary and General Election, unless otherwise provided or exempted herein, including the programming of the election tabulating equipment, testing the system, certifying the tabulating software as required by the Division of Elections and State Election Code, providing the facility to tabulate the election results, ordering all ballots and precinct registers, and issuing and maintaining the absentee votes.

(B) City Clerk Involvement. Supervisor shall allow the City Clerk to attend and participate in meetings and trainings regarding the elections, including poll worker training.

(C) Campaign Financing Reports. Supervisor will allow online campaign finance reporting for City candidates under Section 2-37(f) of the Code of Ordinances, City of Palm Coast, Florida. The filing status of candidate financial reports may be found on the Supervisor's website at www.FlaglerElections.gov.

(D) Certification of Petitions. The Supervisor shall charge each candidate 10 cents (\$.10) per candidate petition and advise the City Clerk and/or candidate of the number of accepted petitions upon completion of the review. The Supervisor will send a Certification of Petitions to each candidate, with a copy to the City Clerk. Once verified, the Supervisor shall provide all City candidate petitions to the City Clerk.

(E) Costs. The Supervisor shall bear election costs except as further provided herein. Further, the City shall not be responsible for any replacement costs associated with repairs to the Supervisor's equipment damaged during the 2026 County-wide elections (primary and general).

(F) Certification. The Supervisor will notify the Division of Elections of the City's elections, qualified candidates, cancellation of the election if appropriate, and election results.

(G) Election ballots. The Supervisor shall provide the City with a ballot proof for approval before printing ballots.

(H) Absentee Ballots. The supervisor agrees to accept all requests for absentee ballots by telephone, mail, facsimile, email, or in person. The supervisor also agrees to send absentee and overseas ballots as requested by registered voters, receive and securely store any voted absentee ballots, verify the signatures on any returned voted absentee ballot certificates, and account for all absentee ballots.

(I) Sample Ballots. The Supervisor is responsible for coordinating the production and mailing of sample ballots to all registered voters in the City. Sample ballots shall be mailed to each registered elector or to each household with a registered elector at least 7 days before an election.

(J) Canvassing Board. The County Canvassing Board shall be legally responsible for regular municipal elections held concurrently with the 2026 Primary and General Election and the canvass of election returns thereof per the Election Code.

(K) Change in Location. Should changes to polling location(s) become necessary, the Supervisor is responsible for all costs and mailing of "Polling Place Change Notices" to affected voters. A notice of change of the polling place involved shall be mailed, at least 14 days before an election, to each registered elector or to each household in which there is a registered elector.

(L) Poll Workers. The Supervisor shall select, hire, train, and provide poll workers. The supervisor will have backup poll workers available on Election Days to work

as alternates on an as-needed basis, as determined by the Supervisor. Supervisor shall be responsible for training all poll workers under the Florida Election Code and other guidelines, procedures, or regulations followed or adopted for elections in Flagler County.

(M) Schedule. The supervisor shall establish and distribute to the City a schedule identifying deadlines and Canvassing Board meetings relevant to the 2026 elections via email and posting on the Supervisor's website.

(N) Biographies. The supervisor shall place City candidate biography submissions on the Supervisor's website.

(O) Campaign Finance Questions. Campaign finance questions issued to the Supervisor's office will be answered by the Supervisor, or his or her designee, and written questions and responses will be forwarded to the City Clerk.

6. **City Election-Related Responsibilities.**

(A) Designation. The City shall designate the City Clerk to coordinate with the Supervisor regarding the requirements of this Agreement.

(B) Ballot Items.

1. The City shall provide the Supervisor with all referenda ballot items on time to ensure proper placement on the ballot. Draft versions of any referenda ballot items for the Primary Election should be provided to the Supervisor at least 60 days before the first day of qualifying, **April 20, 2026**, to allow for paper size and designation of the ballot, etc. The City must submit final versions of any Primary ballot referenda no later than the first day of qualifying to allow time for translation into Spanish as required by law. Ballot items for the General Election must be submitted in their final version no later than **August 3, 2026.**

2. Ballot Costs. The City shall be responsible for paying for ballot printing costs due to the City's ballot content, which requires a multiple-page ballot, and for any additional printing, shipping, and mailing costs imposed due to the additional ballot page.

3. Spanish Translation. The Supervisor will translate any referenda timely submitted to the Supervisor by the City at no cost.

(C) Candidate Qualifying. The City shall be solely responsible for preparing and providing potential candidates with qualifying forms, qualifying handbooks, and accepting all qualifying forms and qualifying fee payments.

1. Candidate DS-DE 9 and Other Qualifying Forms. The City shall furnish to the Supervisor of Elections Office a digital copy of the Candidates' DS-DE 9 and other required qualifying paperwork as they are filed and no later than 48 hours of receipt.

2. Ballot Proof. The City shall furnish to the Supervisor the list of qualified candidates, along with copies of the Candidates' Oaths, immediately following the close of the qualifying period, and provide approved ballot data to the Supervisor of Elections Office in Microsoft Word format for preparation of the ballot proof. Upon notification by the Supervisor, the City Clerk shall approve or reject the ballot proof by email within 24 hours of receipt.

(D) City Map. At least sixty (60) days before the Primary Election, **June 19, 2026**, and at least sixty (60) days before the General Election, **September 4, 2026**, the City will provide the Supervisor with an updated City map (GIS shape files), including all annexations or contractions.

(E) Absentee Ballots. The City shall refer all requests for absentee ballots to the Supervisor daily by 12:00 p.m. The deadline to accept absentee ballot requests is 5:00 p.m. on the twelfth (12th) day before the election.

(F) Election Assistance. If requested, the City will assist the Supervisor of Elections in locating emergency/alternative polling locations. In such cases, the City shall place temporary electronic roadway signs, when available, to inform voters of these voting locations, and any additional installations of electronic roadway signs as needed and approved by the City. In such cases, the Supervisor shall post a notice at the old polling place advising the electors of the location of the new polling place.

1. Canvassing. The City shall provide staff members to assist with Canvassing Board meetings upon request.

(H) Notice to Candidates. At least 30 days before the commencement of early voting as provided in Section [101.657](#), Florida Statutes, the City Clerk shall provide written notice to all candidates for City office of the date and time of the Logic and Accuracy testing of the tabulation equipment for the Primary and General Elections by US Certified Mail, if not provided during qualifying.

(I) Advertising. Required legal advertising, including the Notice of Election with City candidate qualifying dates, is the responsibility of the City. Notices during the 3rd and 5th week prior to the election for special elections or referenda required by Florida Statute §100.342, F.S. are the responsibility of the City. Additionally, the City shall incorporate election information into its utility billing cycles immediately preceding the primary and general elections for the 2026 election cycle.

(J) Early Voting Electronic Roadway Signs. Before the commencement of early voting for both the Primary and General Elections, the City will place electronic roadway signs at the Flagler County Library - Palm Coast branch, the Palm Coast Community Center, and the Southern Recreation Center for the 2026 election cycle.

(K) Early Voting Drop Boxes. As the Supervisor will need space for a secure ballot intake station (drop box) for ballots during the elections, consistent with state laws, the City will provide space at the City's early voting locations for such equipment on Primary and General Election early voting days.

(L) Campaign Finance Questions. Questions concerning campaign finance software received by the City shall be forwarded to the Supervisor's office for resolution.

(M) Timeliness of Reports. Timeliness of City candidate financial reporting remains the responsibility of the City Clerk, including late filing, fees, and notifications.

(N) Candidate Withdrawal. The City shall, if a candidate withdraws, forward the signed withdrawal letter immediately to the Supervisor's Office to schedule the final termination campaign finance report by the Supervisor.

7. **Filing of Agreement.** Upon execution, the City shall file and record this Agreement in the official records of the Clerk of Courts of Flagler County, Florida, and provide a recorded copy to the Supervisor.

8. **Indemnification.** Each party, to the extent permitted by Section 768.28, Florida Statutes, agrees to indemnify and hold harmless the other party, their officers, agents and employees, from and against any claims, damages, injuries, losses and expenses, including reasonable attorney's fees, arising out of or relating to the indemnifying party's actions or omissions arising out of this Agreement and the actions or omissions of the indemnifying party's officers, agents and employees; provided, however, that neither party waives sovereign immunity hereby except to the limited extent provided by Section 768.28, Florida Statutes. This Section 8 shall not inure to the benefit of any third parties.

9. **Public Records.** All records and contracts, of whatever type or nature, required

by the Agreement shall be available for audit, inspection, and copying under Article 1, Section 24, Constitution of the State of Florida, and Chapter 119, Florida Statutes. Under Florida law, the parties shall retain all records and supporting documentation applicable to the Agreement for at least five (5) years after the resolution of the final audit. In the event of an election contest or challenge, the City agrees to cooperate in providing any public records that the City maintains or otherwise controls.

10. **Modification**. This Agreement may not be modified or amended except in writing and duly approved and executed by all parties hereto.

11. **Severability**. If anyone or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of the Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this Agreement.

12. **Sovereign Immunity**. Notwithstanding any other provision outlined in this Agreement, nothing contained in this Agreement shall be construed as a waiver of any party's right to sovereign immunity to third parties under section 768.28, Florida Statutes, or other limitations imposed on the parties' potential liability under state or federal law. As such, the parties shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the parties shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions

arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph shall survive termination of this Agreement.

13. **Applicable Law; Venue.** This Agreement shall be governed by and construed under the laws of the State of Florida, except for its conflict of laws provisions. The parties agree that the venue shall be exclusively within the Seventh Judicial Circuit in and for Flagler County, Florida.

14. **Notices.** All notices, demands, requests, instructions, approvals, and claims shall be in writing. All notices of any type hereunder shall be given by Email, certified U.S. mail, or by hand delivery to an individual authorized to receive mail for the below-listed individuals, or to the following individuals at the following locations:

TO SUPERVISOR:
Kaiti Lenhart
Flagler County Supervisor of Elections
1769 E. Moody Blvd., Bldg. #2, Suite 101
PO Box 901
Bunnell, Florida 32110

TO CITY:
City Manager and City Clerk
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

Notice shall be deemed to have been given and received on the date the email or notice is physically received if given by hand delivery, or if notice is given by certified U.S. Mail, then notice shall be deemed to have been given upon the date said notice was received. Any party hereto, by giving notice in the manner set forth herein, may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

15. **Interpretation.** Each party hereto has participated in drafting all parts of this Agreement. As a result, the parties intend that no portion of this Agreement shall be interpreted more harshly against any of the parties than the drafter.

16. **Attorney's Fees.** Should any litigation arise concerning this Agreement between the parties hereto, the parties agree to bear their costs and attorney's fees.

IN WITNESS WHEREOF, the parties hereto affix their hand and seal this ____ day of May, 2026.

Witness

FLAGLER COUNTY SUPERVISOR OF ELECTIONS

Signature

Kaiti Lenhart

Typed/Printed

Attest:

CITY OF PALM COAST

Kaley Cook, City Clerk

Mike Norris, Mayor