

## City of Palm Coast, Florida Agenda Item

**Agenda Date:** June 2, 2026

**Agenda Item:** G.2

<b>Department</b> CITY CLERK <b>Division</b> CITY CLERK	<b>Amount</b> <b>Org/Account #</b>
<b>Subject:</b> RESOLUTION 2026-XX APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF FLAGLER BEACH FOR TEMPORARY FIRE RESCUE ASSISTANCE	
<b>Presenter:</b> Kyle Berryhill, Fire Chief/Interim Deputy City Manager	
<b>Attachments:</b> 1. Resolution 2. Interlocal Agreement	
<b>Background:</b>  The City of Flagler Beach Fire Department is currently experiencing a temporary staffing shortage and has requested short-term emergency response assistance from the City of Palm Coast to ensure continuous public safety and fire protection coverage. The City of Palm Coast Fire Department has determined it has the operational capacity to provide temporary, emergency coverage utilizing its C-Shift personnel and apparatus on an every-third-day rotation for a fixed four-week period without compromising public safety within Palm Coast.	
<b>Recommended Action:</b> <b>ADOPT RESOLUTION 2026-XX APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF FLAGLER BEACH FOR TEMPORARY FIRE RESCUE ASSISTANCE</b>	

**RESOLUTION 2026-\_\_\_\_**  
**INTERLOCAL AGREEMENT WITH FLAGLER BEACH**  
**FOR TEMPORARY FIRE RESCUE ASSISTANCE**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF FLAGLER BEACH FOR TEMPORARY FIRE RESCUE ASSISTANCE; PROVIDING FOR OPERATIONAL RESCUE COVERAGE UTILIZING C-SHIFT PERSONNEL AND APPARATUS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO NEGOTIATE, FINALIZE AND EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR FUTURE AMENDMENTS, PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast (“COPC”) and the City of Flagler Beach (“COFB”) are neighboring municipalities that maintain full-time fire departments dedicated to protecting the health, safety, and welfare of their respective citizens; and

**WHEREAS**, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governmental units to enter into Interlocal Agreements to cooperate on a basis of mutual advantage to provide services and facilities efficiently; and

**WHEREAS**, the City of Flagler Beach Fire Department is currently experiencing a temporary staffing shortage and has requested short-term emergency response assistance from the City of Palm Coast to ensure continuous public safety and fire protection coverage; and

**WHEREAS**, the City of Palm Coast Fire Department has determined it has the operational capacity to provide temporary, emergency coverage utilizing its C-Shift personnel and apparatus on an every-third-day rotation for a fixed four-week period without compromising public safety within Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast finds that entering into this Interlocal Agreement serves a vital municipal and public purpose beneficial to the residents of both jurisdictions.

**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 “Interlocal Agreement Between the City of Palm Coast and the City of Flagler Beach for Temporary Fire Rescue Assistance,” a copy of which is attached hereto as Exhibit “A” and incorporated herein

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

**SECTION 6. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 7. 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 2<sup>nd</sup> day of June 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" Draft Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN CITY OF PALM COAST AND  
CITY OF FLAGLER BEACH FOR  
TEMPORARY FIRE RESCUE ASSISTANCE**

This Agreement, made and entered into on June \_\_, 2026, by and between the CITY OF PALM COAST (hereinafter referred to as “COPC”), whose address is 160 Lake Avenue, Palm Coast, FL 32164 and the CITY OF FLAGLER BEACH (hereinafter referred to as “COFB”), whose address is 105 South 2nd street, Flagler Beach, FL 32136 and hereby agrees to the following:

**WITNESSETH:**

**WHEREAS**, the City of Palm Coast and the City of Flagler Beach are neighboring municipal corporations organized and existing under the laws of the State of Florida, and both maintain full-time fire departments capable of providing fire suppression and emergency medical services (EMS); and

**WHEREAS**, the Parties are authorized by Chapters 163 and 166, Florida Statutes, and other applicable laws to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services; and

**WHEREAS**, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, allows local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage thereby providing services and facilities for the ultimate benefit of the citizens of City of Flagler Beach; and

**WHEREAS**, City of Palm Coast and the City of Flagler Beach have mutually cooperated and assisted each other in matters including fire protection and rescue services; and

**WHEREAS**, the City of Flagler Beach is currently experiencing a temporary staffing shortage within its fire department and requires short-term emergency response assistance to ensure continuous public safety coverage; and

**WHEREAS**, the City of Palm Coast Fire Department has the operational capacity to provide temporary, response-only shift coverage utilizing its C-Shift personnel and apparatus without compromising public safety within its own jurisdictional boundaries; and

**WHEREAS**, the City of Flagler Beach desires to contract with the City of Palm Coast for emergency response coverage on an every-third-day rotation for a fixed four-week duration, and has agreed to fully reimburse Palm Coast for the costs associated with providing such coverage; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree, and covenant as follows:

### **SECTION 1. CITY OF PALM COAST**

The Palm Coast Fire Department (“PCFD”) shall for the duration of this Agreement, agrees to provide emergency response coverage to the City of Flagler Beach Fire Department (“FBFD”) exclusively on C-shift utilizing PCFD personnel and apparatus. PCFD personnel and units assigned under this Agreement shall be housed or stationed at the FBFD facility. This response coverage shall occur exclusively on an every-third-day rotation (24 hours active, 48 hours off duty), matching the established C-Shift calendar utilized by the FBFD. This specialized response coverage shall commence at 08:00 hours on \_\_\_\_\_ and shall automatically expire exactly four (4) weeks later at 08:00 hours on \_\_\_\_\_ (“The Coverage Period”), unless extended by written amendment executed by both City Councils or terminated early pursuant to the provisions herein. Upon arrival at an incident scene within Flagler Beach, responding PCFD units shall immediately integrate into the FBFD Incident Command System (ICS) and operate under the direction of the designated FBFD Incident Commander.

### **SECTION 2. CITY OF FLAGLER BEACH**

COFB shall reimburse the City of Palm Coast for the actual, fully-burdened personnel and overtime costs incurred by providing the specialized C-Shift response coverage detailed in this Agreement. The total cost for this four-week agreement is based on a request totaling 720 staffing hours. The estimated total cost is \$54,000.00 (720 x \$75.00/hour). Flagler Beach’s total payment under this agreement shall not exceed this amount without a written amendment. The first fifty percent (50%) of the estimated total, equaling \$27,000.00, shall be due and payable by the City of Flagler Beach to the City of Palm Coast exactly one (1) week from the effective date of this Agreement. The remaining fifty percent (50%), plus or minus any adjustments for actual hours worked, shall be invoiced by COPC upon expiration of the four-week coverage period.

### **SECTION 3. TERM OF AGREEMENT**

The initial term of this Agreement shall be for four weeks (4) starting \_\_\_\_\_. (This Agreement will terminate on or before \_\_\_\_\_. The parties may extend this agreement by written amendment executed by both City Councils or terminated early pursuant to the provisions herein.

**SECTION 4. LIABILITY**

Each party shall be solely responsible for the negligent acts or omissions of its employees, volunteers, and agents which in any way relate to or arise out this Agreement. Nothing contained herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or constitute a waiver by either party of its sovereign immunity or provisions of 768.28, Florida Statutes. This agreement does not create any relationship with, or any rights in favor of, any third party.

**SECTION 5. SOVEREIGN IMMUNITY**

Both Parties are political subdivisions as defined in §768.28, Florida Statutes, as amended from time to time, and nothing herein is intended to serve as a waiver of sovereign immunity, nor shall anything included herein be construed as a consent to be sued by third-parties in any matter arising out of this Agreement or any other contract

**SECTION 6. NOTICES**

Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party’s name below, or at such other address as the party shall specify by written notice to the other party delivered in accordance herewith.

Notices shall be given as follows:

CITY OF PALM COAST:  
City Manager  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, Florida 32164

CITY OF FLAGLER BEACH:  
City Manager  
City of Flagler Beach  
105 South 2nd Street  
Flagler Beach, FL 32136

**SECTION 7. GOVERNING LAW**

This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

**SECTION 8. PUBLIC RECORDS**

The parties specifically acknowledge this Agreement is subject to the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties.

#### **SECTION 9. DEFAULT**

Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party a reasonable time to cure such defaults.

#### **SECTION 10. ASSIGNMENT**

This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligation to any other party.

#### **SECTION 11. CONFLICT OF INTEREST**

The parties agree they shall not engage in any action which would create or cause a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government or create or cause a violation of said provisions of law by an officer, employee or agent of either party.

#### **SECTION 12. INTERPRETATION**

COPC and the COFB agree all words, terms and conditions contained herein are to be read in concert, each with the other, and a provision contained under one (1) heading may be considered to be equally applicable under another in the interpretation of this Agreement. This Agreement is the result of a *bona fide* arms length negotiation between COPC and COFB, and all parties have contributed substantially and materially to the preparation of the Agreement. This Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof. All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

#### **SECTION 13. FORCE MAJEURE**

The obligations of the parties hereunder shall be subject to the concept of *force majeure*. Accordingly, in the event of Acts of God, riot, weather disturbances, permitting, war, terrorism, civil disobedience, geologic subsidence, electrical failure, malfunctions, and events of a similar

nature, the parties shall be excused from their obligations herein until the cause or causes thereof have been remedied.

#### **SECTION 14. EFFECTIVE DATE**

This Agreement shall take effect when COPC and the COFB have fully executed this Agreement by their duly authorized representatives, and it is recorded in the Official Records of Flagler County, Florida.

#### **SECTION 15. DISCLAIMER OF THIRD-PARTY BENEFICIARIES**

This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal party to this Agreement.

#### **SECTION 16. SEVERABILITY**

Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of this Agreement.

#### **SECTION 17. ENTIRE AGREEMENT**

This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

#### **SECTION 18. MODIFICATION**

This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith, approved by the parties to this Agreement.

#### **SECTION 19. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document. In Witness Whereof, the parties hereto have caused this Agreement to be executed as written above.

CITY OF PALM COAST

ATTEST:

BY: \_\_\_\_\_  
MIKE NORRIS, MAYOR

\_\_\_\_\_  
KALEY COOK, CITY CLERK

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

Approved as to form and legality for

\_\_\_\_\_  
MARCUS DUFFY, CITY ATTORNEY

CITY OF FLAGLER BEACH:

\_\_\_\_\_  
PATTI KING, MAYOR

\_\_\_\_\_  
DATE

Approved as to form:

\_\_\_\_\_  
D. ANDREW SMITH  
CITY ATTORNEY

\_\_\_\_\_  
DATE