

City of Palm Coast, Florida Agenda Item

Agenda Date: September 15, 2026

Agenda Item: G.2

Department	COMMUNITY DEVELOPMENT	Amount
Division	PLANNING	Org/Account #
Subject: RESOLUTION 2026-XX APPROVING THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT (ILA) FOR PUBLIC SCHOOL FACILITY PLANNING		
Presenter: Jose Papa, AICP, Senior Planner, Lisa Divina, School Board Representative		
Attachments: 1. Resolution		
Background: This item is an amendment to the ILA for Public School Facility Planning will provide flexibility for scheduling the required meetings for the Working Group (staff) and Oversight Committee (appointed elected officials) to discuss and review the Tentative Educational Facilities Plan (TEFP) as required by the ILA. Flexibility in scheduling is necessitated due to the inconsistency and uncertainty of when the State of Florida provides the document to the School District. The ILA for School Planning was approved by the City Council on October 4, 2022. Other signators to the agreement (the School District, Flagler County, and the Cities of Bunnell and Flagler Beach) approved the agreement at various dates in 2022. This is a legislative item.		
Recommended Action: ADOPT RESOLUTION 2026-XX APPROVING THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT (ILA) FOR PUBLIC SCHOOL FACILITY PLANNING		

RESOLUTION 2026-____
2nd AMENDMENT TO THE ILA FOR PUBLIC SCHOOL FACILITY PLANNING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING (ILA); AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the School Board and Local Governments are required to enter into an Interlocal Agreement pursuant to Sections 163.31777, 1013.33, 163.3177(6)(h)3. and 163.3180(6), Florida Statutes, to jointly establish the specific ways in which the plans and processes of the School Board and Local Governments are to be coordinated; and

WHEREAS, the City of Palm Coast, the Flagler County School Board, the Cities of Bunnell and Flagler Beach, and Flagler County cooperated to develop an updated Interlocal Agreement for Public Schools Facility Planning, which requires cooperative planning processes and a process for determining and monitoring school concurrency and proportionate fair share payments; and

WHEREAS, the City adopted Resolution 2022-132, the ILA for Public School Facility Planning; and

WHEREAS, the ILA was amended by Resolution 2025-159, to conduct biennial Student Generation Rate studies rather than on an annual basis; and

WHEREAS, the Interlocal Agreement specifies that the Working Group is to meet on the first Thursday of March each year and the first Thursday of September or October each year; and

WHEREAS, since the Interlocal Agreement was approved, the State of Florida has not yet made a work plan platform available in time for the Working Group to satisfy the yearly meeting requirement; and

WHEREAS, the Parties, pursuant to the Section 9.6 of that ILA, desire to amend the ILA to modify the meeting requirements of the Working Group to allow flexibility based on the State of Florida delayed timing in issuing the work plan platform; and

WHEREAS, the City Council of Palm Coast, desires to amend the ILA consistent with the recommendation of the Working Group and Oversight Committee for the ILA.

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 2nd amendment to the ILA, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 3. AUTHORIZATION TO EXECUTE. The Mayor is hereby authorized to 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 15th day of September 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" 2nd Amendment to the ILA for Public School Facility Planning

**SECOND AMENDMENT TO THE INTERLOCAL
AGREEMENT FOR PUBLIC SCHOOL FACILITY
PLANNING**

THIS SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING (the “Second Amendment”) is entered into as of the Effective Date (as defined below) by and between the School District of Flagler County, an agency of the Florida State government, acting through its School Board (“School Board”); Flagler County, a political subdivision of the State of Florida, acting through the Flagler County Board of County Commissioners (“County”); the City of Palm Coast, a Florida municipal corporation, acting through the Council of the City of Palm Coast (“Palm Coast”); the City of Flagler Beach, a Florida municipal corporation, acting through the Commission of the City of Flagler Beach (“Flagler Beach”); and the City of Bunnell, a Florida municipal corporation, acting through the Commission of the City of Bunnell (“Bunnell”), all collectively referred to as “Parties” and individually referred to as “Party”. The County, Palm Coast, Flagler Beach, and Bunnell are sometimes referred to herein singularly as “Local Government” or collectively as “Local Governments.”

RECITALS

WHEREAS, the Parties entered into that certain Interlocal Agreement for Public School Facility Planning, on October 20, 2022, recorded as Instrument No. 2022050857 in the Official Public Records of Flagler County, Florida, Book 2729, page 1233, which was amended by that certain First Amendment to the Interlocal Agreement for Public School Facility Planning recorded as Instrument No. 2025048831 in the Official Public Records of Flagler County, Florida, Book 3010, Page 1675 on December 5, 2025, (the “First Amendment”)(the Interlocal Agreement for Public School Facility Planning and the First Amendment shall collectively be referred to herein as the “Interlocal Agreement” or “ILA”); and

WHEREAS, the Interlocal Agreement specifies that the Working Group is to meet on the first Thursday of March each year and the first Thursday of September or October each year; and

WHEREAS, since the Interlocal Agreement was approved, the State of Florida has not yet made a work plan platform available in time for the Working Group to satisfy the yearly meeting requirement; and

WHEREAS, the Parties, pursuant to the Section 9.6 of that ILA, desire to amend the ILA to modify the meeting requirements of the Working Group to allow flexibility based on the State of Florida delayed timing in issuing the work plan platform.

NOW, THEREFORE, be it mutually agreed by and among the Parties as follows:

1. Recitals. The recitals stated above are true and correct and are incorporated herein by this reference.

2. Defined Terms. Capitalized terms used in this Second Amendment and not otherwise defined herein shall have the meanings ascribed to them in the ILA.

3. Effective Date. The Effective Date of this Second Amendment shall be the date when the fully executed Second Amendment is filed with the Clerk of the Circuit Court.

4. Amendment to Section 2. Coordinating and Sharing Information.

A.) Section 2.1, entitled The Working Group is amended by deleting it in its entirety and replacing it with the following:

2.1 The Working Group. There is hereby established a working group consisting of staff of the School Board and the Local Governments whose purpose is to facilitate the planning of educational facilities on behalf of the governing bodies of the Parties to this Agreement and to make recommendations to the Oversight Committee, as defined below (the “Working Group”). The Working Group will meet at least once per year. The Working Group meetings will depend on the timing of the Tentative Educational Facilities Plan, as described below, and may meet as many other times, as necessary. The Working Group is a staff-level, fact-finding body not subject to the Sunshine Law. However, staff of the School Board will publish notice and take minutes of all meetings of the full Working Group, which shall be open to the public. All efforts shall be made to include meaningful public participation in these meetings; however, public participants shall not be considered members of the Working Group and shall not vote or provide consensus as members of the Working Group.

B.) Section 2.2, entitled Population Projections is amended by deleting the last sentence and replacing it with the following:

The information will be discussed at the meeting of the Working Group.

C.) Section 2.3, entitled Student Population Projections is amended by deleting the first sentence and replacing it with the following:

At the meeting of the Working Group, the School Board shall provide a snapshot of the number of students in seats as of October of the then current school year, or Enrollment, to be used by the Parties for evaluating capacity and impact fee adjustments.

5. The Annual Report. Section 2.4, entitled The Annual Report is amended by deleting the first sentence in its entirety and replacing it with the following:

By April 1st of each year, or as soon thereafter as practicable, the Working Group will produce a report (the “Annual Report”) to the Oversight Committee, identified in Section 3 below, which will address the coordination of land use and school facilities phasing, including population projections and Student Enrollment projections, development trends, school needs, and any other relevant matter pertaining to school facility planning. It is the intent of the Parties that the Annual Report be delivered thirty (30) days prior to the annual Oversight Committee meeting.

6. Educational Facilities Plan. Section 2.5 entitled Educational Facilities Plan is amended by deleting the second paragraph in its entirety and replacing it with the following:

Subject to the Department of Education making the work plan for the district available, the School Board will endeavor to provide the Local Governments with the Tentative Educational Facilities Plan within thirty (30) days of it becoming available, each year, including the five-year District Facilities Work Program and Educational Plant Survey required by Section 1013.31, Florida. Statutes, for review and comment. The Working Group will convene as soon as practicable after the Tentative Educational Facilities Plan is delivered to discuss the same. The final adopted plan shall be provided to the Local Governments within fifteen (15) days after adoption by the School Board.

7. Meetings of the Oversight Committee. Section 3.2, entitled Meetings of the Oversight Committee, is amended by deleting the first sentence in its entirety and replacing it with the following:

The Oversight Committee shall meet annually on the second Thursday of May or June, or as soon as practicable after delivery of the Annual Report, and may meet in as many specially called meetings, as necessary.

8. Effect of this Second Amendment. Except as modified by the First Amendment and this Second Amendment, the ILA remains unmodified, and in full force and effect. In the event of any inconsistency or conflict between the terms of this Second Amendment and the terms of the ILA, the terms of this Second Amendment shall control only as necessary to resolve any such inconsistency or conflict.

9. Counterparts. This Second Amendment may be executed in several counterparts, each of which may be deemed an original, and all the counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Second Amendment to the Interlocal Agreement for Public School Facility Planning has been executed by the Parties hereto on the dates indicated below.

SCHOOL DISTRICT

Signed, witnessed, executed, and acknowledged on this _____ day of _____, 202__.

WITNESS:

Print Name: _____
Address _____

Print Name: _____
Address _____

**SCHOOL DISTRICT OF FLAGLER
COUNTY, FLORIDA, a body corporate
and politic existing under the laws of the
State of Florida**

By: _____
Christy Chong
Title: School Board Chair

Date: _____

ATTEST

By: _____
LaShakia Moore
Title: Superintendent of Schools

Approved as to form and legality by legal counsel to The
School District of Flagler County, Florida, exclusively for
its use and reliance.

C.J. Wilson Law, P.A., Counsel

By: _____
Christopher Wilson, Esq.

Date: _____

**STATE OF FLORIDA
COUNTY OF FLAGLER}**

The foregoing instrument was acknowledged before me by means of ☐ physical present or ☐ online
notarization, this _____ day of _____, 202__, by _____,

{AFFIX NOTARY STAMP}

Notary Public of Florida

PRINT, TYPE OR STAMP NAME OF
NOTARY

Personally known _____
OR Produced Identification _____
Type of Identification Produced _____

**LOCAL GOVERNMENT
CITY OF PALM COAST**

Signed, witnessed, executed, and acknowledged on this ____ day of _____, 202__.

WITNESS:

Print Name: _____
Address _____

By: _____
Mike Norris
Title: Mayor

Print Name: _____
Address _____

ATTEST
By: _____
Kaley Cook
Title: City Clerk

Approved as to form and legality.

Marcus Duffy
City Attorney

**STATE OF FLORIDA
COUNTY OF FLAGLER}**

The foregoing instrument was acknowledged before me by means of ☐ physical present or ☐ online notarization, this ____ day of _____, 202__, by _____.

{AFFIX NOTARY STAMP}

Notary Public of Florida

PRINT, TYPE OR STAMP NAME OF
NOTARY

Personally known _____
OR Produced Identification _____
Type of Identification Produced _____

**FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS**

Signed, witnessed, executed, and acknowledged on this ____ day of _____, 202__.

WITNESS:

Print Name: _____
Address _____

By: _____
Leann Pennington
Title: Chair

Print Name: _____
Address _____

ATTEST
By: _____
Tom Bexley
Title: Clerk of the Circuit Court and
Comptroller

Approved as to form and legality.

Sean S. Moylan
Deputy County Attorney

**STATE OF FLORIDA
COUNTY OF FLAGLER}**

The foregoing instrument was acknowledged before me by means of ☐ physical present this
____ day of _____, 202__, by _____ as _____.

{AFFIX NOTARY STAMP}

Notary Public of Florida

PRINT, TYPE OR STAMP NAME OF
NOTARY

Personally known _____
OR Produced Identification _____
Type of Identification Produced _____

**LOCAL GOVERNMENT CITY
OF FLAGLER BEACH**

Signed, witnessed, executed, and acknowledged on this ____ day of _____, 202__.

WITNESS:

Print Name: _____
Address _____

Print Name: _____
Address _____

By: _____
Patti King
Title: Mayor

ATTEST
By: _____
Penny Overstreet
Title: City Clerk

Approved as to form and legality.

Drew Smith
City Attorney

**STATE OF FLORIDA
COUNTY OF FLAGLER}**

The foregoing instrument was acknowledged before me by means of ☐ physical present or ☐ online notarization, this ____ day of _____, 202__, by _____.

{AFFIX NOTARY STAMP}

Notary Public of Florida

PRINT, TYPE OR STAMP NAME OF
NOTARY

Personally known _____
OR Produced Identification _____
Type of Identification Produced _____

**LOCAL GOVERNMENT
CITY OF BUNNELL**

Signed, witnessed, executed, and acknowledged on this ____ day of _____, 202__.

WITNESS:

Print Name: _____
Address _____

Print Name: _____
Address _____

By: _____
Catherine Robinson
Title: Mayor

ATTEST
By: _____
Kristen Bates
Title: City Clerk

Approved as to form and legality.

Paul Waters
City Attorney

**STATE OF FLORIDA
COUNTY OF FLAGLER}**

The foregoing instrument was acknowledged before me by means of ☐ physical present or ☐ online notarization, this ____ day of _____, 202__, by _____,

{AFFIX NOTARY STAMP}

Notary Public of Florida

PRINT, TYPE OR STAMP NAME OF
NOTARY

Personally known _____
OR Produced Identification _____
Type of Identification Produced _____