Flagler County Board of County Commissioners
General Business / Agenda Item 8.b.

Meeting Date:	October 5, 2026
Department Contact:	Joseph Hegedus, Health and Human Services Director
Subject:	**Consideration of Approval of Amended Interlocal Agreement Regarding Cold Weather Shelter Services and County Site Location Use.**

Overview/Summary:
Flagler County lacks a permanent shelter for those experiencing homelessness, and the issues associated with homelessness transcend political and jurisdictional boundaries. In 2020, Flagler County together with the cities of Bunnell, Palm Coast, and Flagler Beach entered into an Interlocal Agreement (ILA) to provide a Cold Weather Shelter (CWS) for those experiencing homelessness on cold nights (nights in which the temperature is predicted to drop below forty degrees Fahrenheit) to help address this situation collaboratively. Through the ILA, the compensation rate for the nonprofit vendor - Flagler County Family Assistance Center, Inc. d/b/a The Sheltering Tree - has remained the same for the past six (6) years while CWS attendance has doubled and operational costs have increased overall. The Sheltering Tree is requesting an amendment to the ILA to increase the cost-share to cover more of the operational expenses, along with other changes to update the ILA.

The amended ILA makes the following changes to the existing ILA (referred to as the First ILA):

1. Reference to the Church on the Rock has been removed given that it has been sold and is no longer a site for the shelter. 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 who may need to use the Cold Weather Shelter.
3. The cost for services has been 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.
4. 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. Nonetheless, each party's responsibility is capped at 25% of the total cost of the Cold Weather Shelter services. Staff projects not exceeding 30 nights, equating to an $11,250 contribution from each jurisdiction.

Additionally, it is important to note that the operating costs associated with the program are expected to exceed the $1,500/day reimbursement provided for in the ILA. This is due to the expense of providing materials and supplies that include bedding, food, and other programmatic items necessary to support the 20-30 nightly participants.

County staff continue to work with the vendor on the utilization of the new Fairgrounds Expo Hall as the preferred CWS location. Recently, the County and The Sheltering Tree staff conducted a walk-thru meeting at the Expo Hall, and all parties agreed that it would be a viable location for the CWS. As logistics to make this arrangement possible are addressed, staff will take the applicable steps necessary to solidify this arrangement.

Below is data from the past three years of shelter activations and operations:

FY 2025-26

- Activated 22 nights at a rate $1,000/night
- Total invoice = $22,000 divided by 4 = $5,500 cost to each jurisdiction
- Total shelter bed nights = 520 (one shelter bed night = one person using one bed for one single night)
- Average people/night = 24/night

FY 2024-25

- Activated 23 nights at $1,000/night
- Total invoice = $23,000 divided by 4 = $5,750 cost to each jurisdiction
- Total shelter bed nights = 497 (one shelter bed nights = one person using one bed for one single night)
- Average people/night = 22/night

FY 2023-24

- Activated 13 nights at $1,000/night
- Total invoice = $13,000 divided by 4 = $3,250 cost to each jurisdiction
- Total shelter bed nights = 127 (one shelter bed nights = one person using one bed for one single night)
- Average people/night = 10/night

Strategic Plan:
Focus Area: Effective Government
Goal 2 - Build & Maintain Relationships to Support Effective & Efficient Government
Objective EG 2.1: Create a culture of collaboration with municipalities and community partners.

Funding Information:
Funding for 20 nights is included in the FY 2026-27 Budget. If additional nights are required, staff will return to the Board to appropriate additional funding from the

municipalities through an Unanticipated Revenue Resolution and a budget transfer to cover the County's portion.

Recommendations:
Staff recommends that the Board approve the amended 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. Additionally, staff recommends approving the contracted vendor's use of the Expo Hall for CWS activated nights, to be memorialized via a Facility Use or similar agreement, approved as to form by the County Attorney's Office.

Attachments:
1. Amended Interlocal Agreement
2. 10.5.26 CWS ILA and Expo Hall PowerPoint FCG

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
Bunnell:	City of Bunnell Attn: City Manager 2400 Commerce Parkway Bunnell, FL 32110
Flagler Beach:	City of Flagler Beach Attn: City Manager 105 S. 2nd Street Flagler Beach, FL 32136
Palm Coast:	City of Palm Coast Attn: City Manager 160 Lake Avenue Palm Coast, FL 32164

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

Health and Human Services

Flagler County BOCC

October 5, 2026

General Business: 8c

Cold Weather Shelter: ILA Update and Expo Hall Use

Health and Human Services

Background

- Flagler County lacks a permanent shelter for those experiencing homelessness.
- Issues associated with homelessness transcend political and jurisdictional boundaries.
- In 2020, Flagler County, Cities of Bunnell, Palm Coast, and Flagler Beach entered an Interlocal Agreement (ILA) to provide a Cold Weather Shelter (CWS) for those experiencing homelessness on cold nights, to help address this situation collaboratively.

Health and Human Services

CWS Program

- Provides a meal, a cot, a safe/warm location for those needing warmth.
- Shelter activates when temperatures reach 40 F degrees or below.
- Transportation to/from the CWS provided from set pick up locations.



Health and Human Services

Recent Program Data

•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

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*one shelter bed night = one person using one bed for one single night

Health and Human Services

Current ILA

- Splits cost of shelter among 4 jurisdictions.
- Allows up to 24 nights, at compensation to vendor of $1000/night.
- County administers on behalf of ILA and bills jurisdictions at end of season.

Health and Human Services

Proposed ILA Updates

- Reference to the Church on the Rock removed as no longer a site for the shelter.
- Reference to, and access for, those living without heat has been added.
- The cost for services is proposed to increase, 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 has been removed to account for the fact that the Cold Weather Shelter may be needed more than 24 nights a year. Nonetheless, each party's responsibility is capped at 25% of the total cost of the Cold Weather Shelter services. (Staff projects not exceeding 30 nights, equating an $11,250 contribution from each jurisdiction.)

Expo Hall Shelter Use

- Staff met with CWS operator to review idea of using Expo Hall/Evacuation Shelter for this program.
- All aspects seem feasible and the shelter could effectively utilize the space on activated night, with BOCC approval.
- If approved, Staff will pursue executing Facility Use Agreement with the CWS operator to affirm all details.