



City Commission Special Meeting Agenda

Monday, June 1, 2026 at 5:00 PM

City Commission Chambers – 105 S. 2ND Street, Flagler Beach, FL 32136

All meeting items will be continued until meeting is complete.

1. **Call the meeting to order**
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders**
3. **General Business**
 - a. Approve an Interlocal Agreement between the City of Palm Coast and the City of Flagler Beach for Temporary Fire Rescue Assistance Services.

4. **Adjournment**

RECORD REQUIRED TO APPEAL: In accordance with Florida Statute 286.0105 if you should decide to appeal any decision the Commission makes about any matter at this meeting, you will need a record of the proceedings. You are responsible for providing this record. You may hire a court reporter to make a verbatim transcript. The City is not responsible for any mechanical failure of the recording equipment. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at (386) 517-2000 ext 233 at least 72 hours prior to the meeting. The City Commission reserves the right to request that all written material be on file with the City Clerk when the agenda item is submitted.



Staff Report

City Commission Regular Meeting

June 1, 2026

To: City Commission
From: Dale Martin, City Manager
Meeting Date: June 1, 2026
Item Name: Approve an Interlocal Agreement between the City of Palm Coast and the City of Flagler Beach for Temporary Fire Rescue Assistance Services.

Background:

As a result of the temporary staffing shortage, Chief Fiveash reached out to the City of Palm Coast to communicate the need for short-term emergency response assistance. The attached Interlocal Agreement is the result.

This temporary assistance agreement provides for emergency response coverage on an every-third-day rotation for a four-week duration. The agreement provides for reimbursement to the City of Palm Coast for the costs associated with the provided coverage. The estimated cost is \$54,000 (720 x \$75.00/hour). Expenses above this amount require an amendment to the Interlocal Agreement approved by both parties.

The Palm Coast personnel will be exclusively stationed/housed at the Flagler Beach facility while assigned to the shift.

The term of the agreement is four (4) weeks and will take effect after both parties approve the document, and it is recorded in the Official Records of Flagler County, Florida.

Fiscal Impact:

See attached analysis prepared by Chief Fiveash.

Finance Director Comment:

The estimated cost associated with the temporary fire rescue assistance services is \$54,000. Funding will be provided through the General Fund, Fire Department, Contractual Services budget.

Staff Recommendation:

Staff recommends approval of the Interlocal Agreement .

Attachments:

1. Interlocal COPC and COFB Updated (rgk edits)
2. FBFD Staffing Cost Analysis 2026

**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, agree 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

Flagler Beach Fire Department Personnel Cost Analysis – Temporary Staffing Assistance

Prepared For: Finance Department / City Manager

Date: May 16, 2026

Purpose

This document outlines the estimated personnel savings currently available within the Fire Department budget and compares those savings against the projected cost of temporary staffing assistance requested from Palm Coast Fire Department during the department's operational transition period.

Estimated Available Personnel Savings

Source	Estimated Savings
Previous Fire Chief vacancy savings	\$10,000
Deputy Chief vacancy savings	\$8,000
Four (4) vacant FTE positions (1.5 months @ avg. \$50,000 annual salary)	\$25,000
Fire Inspector personnel savings (5 months @ 25%)	\$5,500

Total Estimated Available Personnel Savings = Approximately \$48,500

Proposed Temporary Staffing Assistance Cost

Requested Coverage

- Three (3) personnel
- Assigned to C Shift; Every third day
- Approximately ten (10) 24-hour shifts each

Cost Calculation

- Total projected staffing hours: 720 hours
- Estimated loaded overtime rate: \$75/hour

Estimated Total Assistance Cost = Approximately \$54,000

Financial Summary

Item	Amount
Estimated Available Personnel Savings	\$48,500
Estimated Staffing Assistance Cost	\$54,000
Estimated Difference	\$5,500

Operational Consideration

The temporary staffing assistance request is intended to maintain minimum operational staffing requirements during a transitional staffing period while recruitment and stabilization efforts continue. Current personnel vacancy savings substantially offset the projected temporary staffing costs, minimizing the financial impact to the department's operating budget.