

**INTERLOCAL AGREEMENT  
BETWEEN FLAGLER COUNTY, FLORIDA AND  
THE CITY OF BUNNELL, FLORIDA  
FOR LIMITED USE OF THE GOVERNMENT SERVICES COMPLEX UNDER  
EMERGENCY CONDITIONS**

**THIS INTERLOCAL AGREEMENT** is entered into between the City of Bunnell (“City”), and the Flagler County Board of County Commissioners (“County”) to provide for limited use of the Flagler County Government Services Complex (“GSB”) located at 1769 E. Moody Blvd, Bunnell, Florida 32110, under emergency conditions as provided herein.

**WHEREAS**, the City has advised the County that City is experiencing a critical emergency situation due to a mold infestation rendering its central government offices uninhabitable; and

**WHEREAS**, the City also has advised the County that the City has no immediately available, suitable space to hold public meetings and for headquarters of the City’s police department; and

**WHEREAS**, this emergency situation, if not remedied immediately, will have a severe, adverse impact on the citizens of Bunnell, their safety, and particularly on their ability to transact business with their City government; and

**WHEREAS**, the City has requested the County to make available the chambers of the Government Services Building for public meetings, as well as ground space at the Government Services Complex for a modular building to house the City’s police department on an interim, emergency basis—both uses being for a period not to exceed 24 months to allow the City government to continue to function while the City explores alternatives for a longer term occupancy; and

**WHEREAS**, in times of emergency, the County is committed to providing mutual aid to public agencies and especially for its municipalities; and

**WHEREAS**, the City agrees to use its best efforts to find an alternative, long-term solution for hosting its public meetings and for the headquarters of its police department; and

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, and provisions contained herein, and agreeing that the foregoing findings and premises are true and correct, the City and County enter into this Interlocal Agreement to define their respective responsibilities and terms of use for the chambers for public meetings and ground space at the Government Services Complex during this interim, emergency period (hereafter “Agreement”) as follows:

**1. Use of GSB Chambers.** The County will allow the City to immediately utilize the meeting chambers on the first floor of the Government Services Building and

first floor overflow room (the “Chambers”) for the conduct of public meetings of the City, subject to the terms herein.

**A.** The City understands that the County is party to an interlocal agreement with the Flagler County School District for the shared construction and use of the GSB. As such, the County and the Flagler County School District (the “School Board”) shall have first priority in use of the Chambers. The City must schedule its public meetings so as not to conflict with the use of the Chambers by the County, the School Board, or any of their respective advisory boards, panels, committees, or employees. The City will obtain the prior approval of the County and School Board for the City’s meeting schedule, including for any ad hoc meetings convened by the City outside of its normal, published schedule. In the event a scheduling conflict arises due to an unexpected or emergency meeting of the County or School Board, the City agrees to cancel or reschedule its meeting to a time without conflict.

**B.** The City must designate employees for use of the County’s audio-visual equipment in the Chambers (“AV Equipment”). The County must train the City’s designated employees in use of the AV Equipment prior to the City’s utilization of the AV Equipment. Only those City employees so designated and trained may utilize the AV Equipment. The City will be responsible for the reasonable cost of repair or replacement of any AV Equipment proven to have been damaged by the City.

**C.** The front doors of the GSB will provide the only access to the GSB for the City’s use of the Chambers. For each public meeting of the City in the Chambers, the City must provide, at its own expense, at least one security official in the Chambers and, for meetings after normal business hours, one in the GSB lobby. The security official in the lobby will ensure that visitors after normal business hours remain on the first floor and do not access offices at the GSB. This regulation of visitors shall not apply to employees or officials of the County or School Board conducting business at the GSB. For public meetings of the City after regular business hours, the City’s security officials will also be responsible for locking the front doors after the conclusion of the meetings.

**2. Ground Space for Police Department.** The County will provide the area depicted in Exhibit A, attached hereto and incorporated herein, for the use by the City for a temporary police department headquarters, subject to the terms herein (the “Site”). The County will also provide secure space for evidence storage. For the duration of occupancy, the County will not collect a rental fee and will provide the space as a form of a public assistance grant to the City.

**A.** The City will provide the County with a lump sum of \$20,000.00, which the County will use to provide electric power, potable water, and Wi-Fi hook-ups to two modular units, which shall be provided by the City for use as its Police Department headquarters. The Site will be separately metered for utilities, and the City is solely responsible for the cost of its utilities. The City will provide the County \$250.00 per month for internet services for the duration of this agreement.

**B.** The County's responsibilities with respect to the Site is limited to the specific matters set forth herein. All other costs and labor required to furnish, equip, and operate the temporary headquarters shall be borne by the City.

**C.** The City is responsible for any permitting that may be required for setting up the headquarters and utilizing the Site, and the County agrees to cooperate and execute any documents necessary to obtain such permits provided the construction or installation plans authorized by the permits have been approved by the County.

**D.** Before installing any modular units, the City will provide a site plan to the County for approval. The site plan need not be engineered. The City will also obtain prior written approval of the County Administrator prior to making any physical alterations to the Site for the duration of this Agreement.

**E.** The Police Department Site will be used as an administrative headquarters. No prisoners or evidence will be housed or stored at the Police Department Site. The separate building to be used for evidence storage will not have any permanent modifications made to it, including building penetrations and permanent mountings. The County will provide reasonable security and access control to the evidence storage facility.

**F.** At the conclusion of its use of the Police Department Site, the City will be solely responsible for the cost of vacating the site, removing the modular units, and restoring the site to the condition prior to its taking possession of the Site, ordinary wear and tear excepted.

### **3. Miscellaneous Provisions.**

**A.** The City and County agree that nothing contained herein is intended or should be construed as creating or establishing a principal/agency relationship between them, or as constituting either the City or County as the agent, representative, or employee of the other for any purpose or in any matter whatsoever. The governmental separateness and independence of the City and County, including the separateness and independence of their respective staffs, shall be observed and maintained at all times.

**B.** The City agrees to indemnify the County and its employees and agents from and against any and all claims, suits, demands or causes of action, arising out of, or in connection with the City's use of the GSB, the Chambers, and the Site during the term of this Interlocal Agreement caused by any act or omission of the City, its employees and agents which acts or omissions cause injury to any person or to property. This indemnity does not modify the limits of §768.28, Fla. Stat., and shall not benefit third parties.

**C.** The City agrees to maintain property and liability insurance for its use of the GSB and the Site in the same amounts and for the same coverages as it has for City Hall and the prior Police Department headquarters.

**D.** In the event that any disputes arise regarding the operation, use, or maintenance of the Chambers or the Site, the matter shall be referred to the City Manager and County Administrator for informal resolution.

**E.** This Interlocal Agreement shall be recorded with the Clerk of the Circuit Court.

**F.** The County agrees to provide space for EOC operations and bunk facilities for employees while activated.

**APPROVED** this 16th day of August, 2021, by the Flagler County Board of County Commissioners.

**BY THE COUNTY  
FLAGLER COUNTY BOARD OF COUNTY  
COMMISSIONERS**

**ATTEST:**

\_\_\_\_\_  
Donald T. O'Brien Jr., Chair

\_\_\_\_\_  
Tom Bexley, Clerk of the Circuit  
Court and Comptroller

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Al Hadeed, County Attorney

**[Signature page to follow.]**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the City of Bunnell, Florida.

**BY THE CITY OF BUNNELL, FLORIDA  
CITY COMMISSION**

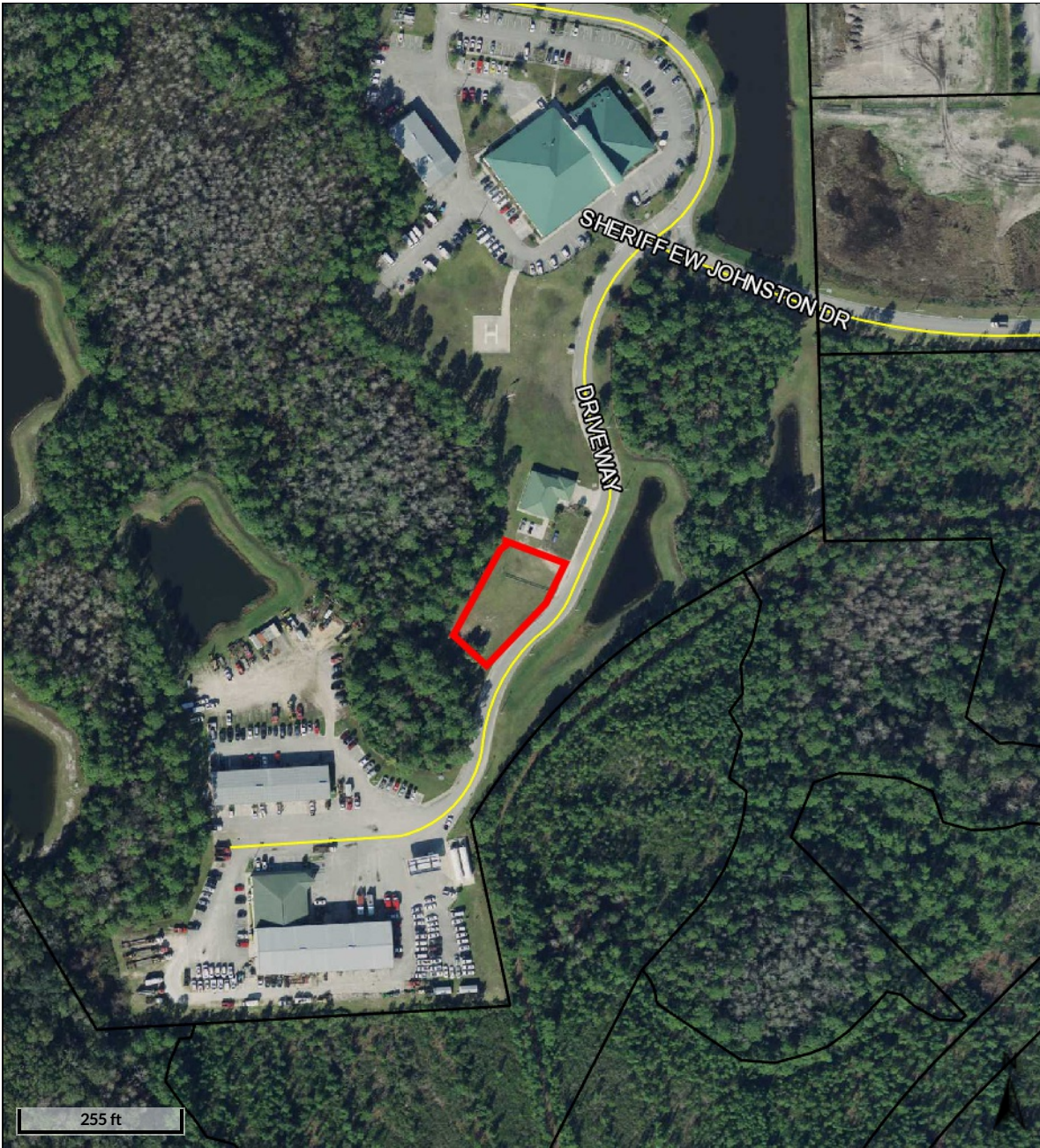
**ATTEST:**

\_\_\_\_\_  
Catherine D. Robinson, Mayor

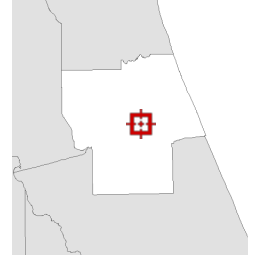
\_\_\_\_\_  
Kristen Bates, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Wade Vose, City Attorney



Overview



Legend

- Parcels
- Roads
- MLS Listings
- Streams and River

Date created: 8/11/2021  
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