

City of Palm Coast, Florida Agenda Item

Agenda Date : 09/01/2020

Department	CITY CLERK	Amount
Item Key	8697	Account
		#
Subject	RESOLUTION 2020-XX APPROVING AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY, THE CITY OF FLAGLER BEACH AND THE CITY OF BUNNELL FOR COLD WEATHER SHELTER SERVICES FOR THE HOMELESS	
Presenter : Matthew Morton, City Manager		
Background :		
<p>Flagler County has requested the City of Palm Coast enter into an Interlocal Agreement with Flagler County and the cities of Flagler Beach and Bunnell to provide funding for a cold weather shelter for the homeless. Since Flagler County lacks a permanent shelter for the homeless, The Sheltering Tree has offered to administer sheltering services for the homeless on cold nights at the Church on the Rock on US Highway 1 in Bunnell.</p> <p>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 who wish to avail themselves of the Church on the Rock cold weather 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.</p> <p>Flagler County and each municipality participating in this Interlocal Agreement will be responsible for a maximum amount of \$6,000 for Fiscal Year 2021. On or before April 1st of each year, the County shall furnish invoices to Bunnell, Flagler Beach, and Palm Coast for twenty-five percent each of the total annual cost paid to the Sheltering Tree for the cold weather shelter services described above. The County is responsible for the remaining twenty-five percent of the costs. The maximum contribution per year for each party is \$6,000.00.</p> <p>Funds for this Agreement are approved and will be reimbursed from City CDBG funds.</p>		
Recommended Action :		
<p>ADOPT RESOLUTION 2020-XX APPROVING AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY, THE CITY OF FLAGLER BEACH AND THE CITY OF BUNNELL FOR COLD WEATHER SHELTER SERVICES FOR THE HOMELESS</p>		

**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 problem 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

WHEREAS, the Flagler County Family Assistance Center, Inc., a Florida not for profit corporation doing business as The Sheltering Tree, has offered to administer sheltering services for the homeless on cold nights at the Church on the Rock on U.S. Highway 1 in Bunnell.

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 who wish to avail themselves of the Church on the Rock cold weather 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 Sheltering Tree \$1,000.00 for each night in which it administers the cold weather shelter at the Church on the Rock. The contribution will cover the costs of utilizing the church space, security, utilities, meals, and other costs of providing the shelter services. The parties acknowledge that the County's commitment to pay the Sheltering Tree for the cold weather shelter services described herein shall not exceed \$24,000.00 per fiscal year (24 nights).
3. On or before April 1st of each year, the County shall furnish invoices to Bunnell, Flagler Beach, and Palm Coast for twenty-five percent each of the total annual cost paid to the Sheltering Tree for the cold weather shelter services described above. The County is responsible for the remaining twenty-five percent of the costs. The maximum contribution per year for each party is \$6,000.00.

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 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

Bunnell:

City of Bunnell
Attn: City Manager
3039 Highway 100
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*.

[Signature Page To Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year below written.

APPROVED this ____ day of _____ 2020, by the Flagler County Board of County Commissioners.

**FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS**

ATTEST:

David C. Sullivan, 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 _____, 2020, by the City of Flagler Beach, Florida.

**THE CITY OF FLAGLER BEACH,
FLORIDA**

ATTEST:

Linda Provencher, Mayor

Angela M. Apperson, City Clerk

Approved As to Form:

Drew Smith, City Attorney

[Signature Page To Follow.]

APPROVED this _____ day of _____ 2020, by the City of Bunnell, Florida.

THE CITY OF BUNNELL, FLORIDA

Kathleen Robinson, Mayor

ATTEST:

Carla Swain, City Clerk

Approved As to Form:

Wade Vose, Esq.

[Signature Page To Follow.]

APPROVED this ____ day of _____ 2020, by the City of Palm Coast, Florida.

CITY OF PALM COAST

ATTEST:

Milissa Holland, Mayor

Virginia Smith, City Clerk

Approved As to Form:

William E. Reischmann, Jr., Esq.