

# City of Palm Coast, Florida

## Agenda Item

**Agenda Date:** June 3, 2025

<b>Department</b>	CITY ADMINISTRATION	<b>Amount</b>
<b>Division</b>		<b>Account #</b>
<b>Subject:</b> RESOLUTION 2025-XX APPROVING AN INTERLOCAL AGREEMENT BETWEEN CITY OF PALM COAST AND THE FLAGLER COUNTY SHERIFF'S OFFICE FOR THE TEMPORARY ASSIGNMENT OF AN EXECUTIVE STAFF MEMBER		
<b>Presenter:</b> Lauren Johnston, Acting City Manager		
<b>Attachments:</b> <ol style="list-style-type: none"><li>1. Resolution</li><li>2. Interlocal Agreement</li><li>3. Job Description</li></ol>		
<b>Background:</b> <p>The City of Palm Coast temporarily needs the organizational services and expertise of a senior manager on a short-term basis. The Sheriff is willing to assign his Chief of Staff to aid the City temporarily, through the attached Interlocal Agreement.</p>		
<b>Recommended Action:</b> <p><b>ADOPT RESOLUTION 2025-XX APPROVING AN INTERLOCAL AGREEMENT BETWEEN CITY OF PALM COAST AND THE FLAGLER COUNTY SHERIFF'S OFFICE FOR THE TEMPORARY ASSIGNMENT OF AN EXECUTIVE STAFF MEMBER</b></p>		

**RESOLUTION 2025-\_\_**  
**INTERLOCAL AGREEMENT WITH FLAGLER COUNTY SHERIFF’S OFFICE**  
**FOR THE TEMPORARY ASSIGNMENT OF AN EXECUTIVE STAFF MEMBER**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT WITH THE FLAGLER COUNTY SHERIFF’S OFFICE FOR THE TEMPORARY ASSIGNMENT OF AN EXECUTIVE STAFF MEMBER, AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR FUTURE AMENDMENTS, PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969” (“Cooperation Act”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities 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 and development of local communities; and

**WHEREAS**, the City of Palm Coast (COPC) and the Flagler County Sheriff’s Office (Sheriff) have mutually cooperated and assisted each other in matters including law enforcement and emergency services; and

**WHEREAS**, the COPC temporarily needs the organizational services and expertise of a senior manager on a short-term basis; and

**WHEREAS**, the Sheriff is willing to assign his Chief of Staff to aid the COPC temporarily; and

**WHEREAS**, the City Council of Palm Coast, desires to contract with the Flagler County Sheriff’s Office for the above referenced services.

**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 terms and conditions of the Interlocal Agreement with Flagler County Sheriff's Office for the services as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE.** The City Manager, or designee, is hereby authorized to negotiate, finalize, and execute the necessary documents.

**SECTION 4. FUTURE AMENDMENTS.** The City Manager, or designee is hereby authorized to amend any future amendments to the Interlocal Agreement.

**SECTION 5. 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 6. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 7. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 8. 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 3<sup>rd</sup> day of June 2025.

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” – Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN CITY OF PALM COAST AND  
THE FLAGLER COUNTY SHERIFF'S OFFICE FOR THE  
TEMPORARY ASSIGNMENT OF AN EXECUTIVE STAFF MEMBER**

This Agreement, made and entered into on June 3, 2025, 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 FLAGLER COUNTY SHERIFF'S OFFICE (hereinafter referred to as "Sheriff"), whose address is 61 Sheriff EW Johnston Dr., Bunnell, FL 32110 and hereby agrees to the following:

**WITNESSETH:**

**WHEREAS**, the Parties are authorized by Chapters 125, 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 COPC; and

**WHEREAS**, COPC and the Sheriff have mutually cooperated and assisted each other in matters including law enforcement and emergency services; and

**WHEREAS**, the COPC temporarily needs the organizational services and expertise of a senior manager on a short-term basis; and

**WHEREAS**, the Sheriff is willing to assign his Chief of Staff to aid the COPC temporarily; and

**WHEREAS**, the Sheriff's Chief of Staff shall continue to be an employee of the Sheriff in the performance of this interim role for the convenience and aid of the COPC.

**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. SHERIFF**

The Sheriff shall assign his Chief of Staff to COPC to function as a temporary employee in the role of the Acting Assistant City Manager commencing on June 4, 2025, and continuing in such role for the life of this agreement. The Chief of Staff shall complete all duties as assigned by the Acting City Manager. The Sheriff shall pay the salary and benefits of the Chief of Staff

during his temporary assignment. The assignment of Sheriff's Chief of Staff shall not be considered an interruption in his employment status with the Sheriff. As the Sheriff's employee he shall continue to receive all benefit levels presently provided to his position with the Sheriff including the same compensation and benefits. His time of service with the Sheriff previously earned shall not lapse and shall continue to accrue during his temporary assignment to COPC.

## **SECTION 2. CITY OF PALM COAST**

COPC shall provide the Sheriff payment in the amount of \$ \$22,699.64 per month to cover the Sheriff's costs. The payment shall be made by the 1<sup>st</sup> of the month and is nonrefundable. The parties understand the costs for the services will not be pro-rated should COPC cancel the services provided in this agreement prior to the end of a 30-day cycle no funds shall be returned to COPC.

The attached job description defines the Chief of Staff duties, which is incorporated by reference to this agreement. COPC agrees to allow the Chief of Staff to continue working on the following Sheriff assignments as necessary: Coordination of Florida State Guard/Regional Training Complex design and construction; Sheriff FY2025-26 Budget; Special Operations Public/Private Conceptual Project; and to allow him to be available for consultation to Sheriff, as needed. During the minimal time anticipated to be needed on these functions, there shall be no reduction in the amount due to the Sheriff each month.

## **SECTION 3. TERM OF AGREEMENT**

The initial term of this Agreement shall be ninety (90) days. This Agreement will terminate on or before September 4, 2025. The parties may extend this agreement in 30-day increments by mutual agreement; extensions to the term this this agreement shall be memorialized in a writing.

## **SECTION 4. INDEMNIFICATION**

During this assignment, the COPC shall defend, save harmless and indemnify the Chief of Staff and the Sheriff against any tort, professional liability claims or demand or other legal claim or action, whether groundless or otherwise arising out of an alleged act or omission occurring in or arising out of the good faith performance of Sheriff's employee's duties assigned by the COPC. This agreement shall not apply to acts outside the scope of the Chief of Staff's services to COPC or while taking law enforcement action under the authority of the Sheriff.

The COPC shall bear the full cost of any fidelity or other bonds required by any law or ordinance as they relate to the Chief of Staff's assignment to COPC.

COPC shall provide, through the City Attorney and/or COPC insurance carrier the Chief of Staff with legal representation when he is party to litigation based upon his position or assignment with the COPC, and in addition, litigation based upon alleged acts or omissions arising out of or in the course and scope of services while assigned and performed on behalf of the COPC.

## **SECTION 5. SOVEREIGN IMMUNITY**

The Sheriff is a state agency or political subdivision 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

FLAGLER COUNTY SHERIFF:

General Counsel  
Flagler County Sheriff's Office  
61 Sheriff EW Johnston Dr  
Bunnell, FL 32110

## **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 Sheriff 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 the Sheriff, 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 Sheriff have fully executed this Agreement by their duly authorized representatives, and it is recorded in the Official Records of the City of Palm Coast.

#### **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

FLAGLER COUNTY SHERIFF'S OFFICE:

\_\_\_\_\_  
RICK STALY, SHERIFF

\_\_\_\_\_  
DATE

Approved as to form:

\_\_\_\_\_  
JOHN T. LEMASTER  
GENERAL COUNSEL

\_\_\_\_\_  
DATE



## **CLASSIFICATION DESCRIPTION**

**TITLE: ACTING ASSISTANT CITY MANAGER      JOB CODE: 24 (Exempt)**

## **GENERAL DESCRIPTION OF DUTIES**

Under administrative guidance of the City Manager, the purpose of the position is to perform highly complex and specialized executive work overseeing daily internal operations of all City departments. Employee in this classification functions in a senior executive capacity, and is responsible for assisting with the development, implementation and administration of the City's Comprehensive Plan. Position is accountable for managing and administering City operations in conjunction with the City Manager. Position has an extremely high degree of accountability commensurate with the level of assignment. Performs related work as directed.

## **SPECIFIC DUTIES AND RESPONSIBILITIES**

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Plans, manages and administers City goals and objectives in conjunction with the City Manager consistent with established Council policy and direction; coordinates and integrates all activities toward achievement of established goals and objectives; develops and implements City policies and procedures.
- Assists in the development, implementation and control of the City budget and business plans; coordinates and oversees City Strategic Plan with Departmental Business Plans; ensures all functions and programs under charge are performed within established budgetary parameters, to include performing cost control activities, monitoring revenues and expenditures, and ensuring sound fiscal control.
- No oversight or involvement with City budget as it relates to or pertains to the City of Palm Coast contracted services with Flagler County Sheriff's Office.
- Oversees daily internal operations of all City departments affording the City Manager the ability to tend to external matters, e.g., intergovernmental coordination and council policy formulation.
- Collaborates with the City Manager, City Council, and Department Heads to coordinate, manage and implement a wide variety of special projects and programs promoting positive administration, development and presentation of the City of Palm Coast; reviews and evaluates proposals for new programs and services.

## Attachment A

- Oversees escalated inquiries, complaints and requests from the general public and business community, evaluating the needs of the customer, and ensuring appropriate departmental assistance and information is provided through friendly, professional customer relations skills.
- Oversees Information and Planning function of the Emergency Management Plan and acts as
- Supervises and participates in preparation of speeches, correspondence and news release drafts for the City Manager; speaks to civic and community groups to promote and explain municipal policies and programs.
- Serves as liaison to internal and external organizations and represents the City Manager as required.
- Performs related duties as directed.