

## **Board of County Commissioners Agenda Request**

**Date of Meeting:** December 21, 2023

**Date Submitted:** December 5, 2023

**To:** Honorable Chairman and Members of the Board

**From:** Edward J. Dixon, County Administrator  
Justin Stiell, Growth Management Director

**Subject:** Approval of the Agreement for Geographical Information System (GIS) Services with the Apalachicola Regional Planning Council (ARPC)

---

### **Statement of Issue:**

This agenda item seeks Board approval of an agreement between Gadsden County and the Apalachicola Regional Planning Council (ARPC) for the purposes of providing Geographical Information System (GIS) services. (Attachment #1)

### **Background:**

The ARPC provides planning technical assistance and support to meet the needs of their member's local governments in the areas of economic development, emergency planning, environmental resources, resiliency, housing, transportation, and quality of life. They serve all governments within a nine-county region. These programs housed within the regional planning council provide supplemental staff and resources to small local governments which results in overall administrative cost savings (Attachment #2).

GIS mapping is integral to county planning. It manages and displays critical information used by developers, citizens, and staff. Additionally, as the Comprehensive Plan is updated, the accompanying maps must also be updated to provide timely, accurate information. Until August of 2016, the County Planning Department employed a full-time GIS Planner. Recognizing the need for additional GIS mapping services, the County entered into an agreement with the ARPC on January 1, 2018, to assist with GIS maps and has continually provided these services to date. Under this agreement, the ARPC will provide the following services to the County:

- Continue to organize and streamline the County's geo-database of shapefiles;
- GIS Education and Training

- Update the County’s Future Land Use Map (FLUM) to reflect annexations, subdivisions, and FLUM Amendments.
- Geospatial Product Storage and Maintenance
- Custom Mapping, Digitization, and Spatial Analysis
- Drone Image, Video, and 3D Modelling
- Geospatial Data Creation and Editing
- Generate other Comprehensive Plan maps as the County determines necessary during the Comprehensive Plan update process and beyond;
- Migrate the County’s maps online
- Advise the County of necessary GIS software revisions and updates, and installation, as necessary.

**Fiscal Impact:**

The County has budgeted \$15,000 for FY2023-2024 to pay for GIS services. This contract offsets the requirement to budget for a full-time GIS planner.

**Options:**

1. Approve the agreement with the ARPC and authorize the Chairman to execute the Agreement.
2. Do not approve.
3. Board direction.

**Interim County Administrator’s Recommendation:**

Option 1.

**Attachment(s):**

1. Agreement
2. Statutory framework for Regional Planning Agency

**AGREEMENT FOR GEOSPATIAL PLANNING SUPPORT AND SERVICES  
BETWEEN GADSDEN COUNTY, FLORIDA  
AND THE APALACHEE REGIONAL PLANNING COUNCIL**

THIS AGREEMENT is made effective as of the 1st day of January 2024, by and between Gadsden County, Florida, a political subdivision of the State of Florida, whose address is 9 B. East Jefferson Street, Quincy, Florida 32351 (“County”) and the Apalachee Regional Planning Council, a legislatively created multi-purpose governmental agency, whose address is 2507 Callaway Road, Suite 100, Tallahassee, FL 32303 (“ARPC”).

**WITNESSETH:**

**WHEREAS**, the ARPC and County are authorized by Florida Statutes 186.505(19) To enter into contracts to provide, at cost, such services related to its responsibilities as may be requested by local governments within the region and which the council finds feasible to perform.; and

**WHEREAS**, the County has determined the need for Geospatial Planning Support and Services; and

**WHEREAS**, part of the ARPC’s mission is to provide technical assistance to local governments; and

**WHEREAS**, the Agency has the qualifications, experience, ability, and expertise to perform the GIS services required by the County and has agreed to provide the services to the County on the following terms and conditions.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants, promises, obligations, and benefits set forth herein, the parties do hereby agree as follows:

**Section 1: Authority.**

This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida.

**Section 2: Specific Provisions.**

1. Geospatial Planning Support and Services. The ARPC provides the following services:
  - a. **GIS Education and Training** (in-person or remote technical support to county planning staff)
  - b. **Web Application Development and Geo-visualization** (development of

interactive web applications from zoning maps, comprehensive plan land use maps, utilities maps, fire hydrants, Story Maps and Dashboard Development)

- c. **Geospatial Product Storage and Maintenance** (storage and annual maintenance of published web map and applications via ARPC’s Geospatial Enterprise Portal.
  - d. **Custom Mapping, Digitization, and Spatial Analysis** (digitization of paper maps)
  - e. **Drone Image, Video, and 3D Modelling** (aerial mapping, disaster mapping including mapping the extent of flooding, structural damage, and risk analysis, pre and post hurricane mapping, FEMA/ insurance documentation; utilize imagery and videos to better engage community in a planning process, water tower inspection, documentation of existing road conditions, and asset inventories).
  - f. **Geospatial Data Creation and Editing** (creation of geospatial features, e.g., setting up a field maps database to collect location information of fire hydrants as basis in a developing an interactive map, and transforming non spatial information into geographic information data).
2. Compensation. The County shall pay the ARPC a fixed annual fee of \$15,000.00 per year for services rendered. The total number of work hours will not exceed 200 hours during the one-year term. Quarterly payments of \$3,750.00 shall be made no later than the end of each fiscal year quarter (December 31<sup>st</sup>, March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>). The ARPC will charge the County an hourly rate of \$75 for any hours exceeding the 200 hours provided for herein. Payment for these excess hours will be made at the end of the fiscal year quarter during which the services were performed. The first year of this contract will only cover three quarters (total annual fee of \$11,250) as the contract effective date began in the 2<sup>nd</sup> quarter.

**Section 3: General Provisions.**

- 1. Disputes. Any and all disputes, including but not limited to those concerning billing and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.
- 2. Compliance with Applicable Law. The parties will comply with all applicable local, state, and federal laws in their performance of this Agreement.
- 3. Effective Date. This Agreement shall be filed in the office of the Clerk of Court of Gadsden County and shall be effective as of January 1, 2024.
- 4. Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one in the

same instrument.

5. Expiration. This Agreement shall expire on September 30, 2025, with an option for the County to extend for one-year on the same terms and conditions unless terminated earlier as set forth herein or extended by written agreement of the parties.
6. Termination. Either party may terminate this Agreement without cause by providing 30 days' written notice of intent to terminate. In the event of termination, the County shall pay all amounts due for services performed during the term of the Agreement.
7. Property of County. All works commenced in connection with this Agreement, including but not limited to, all intellectual property, writings, drawings, graphics, and computer files, as well as all data collected and summaries and charts derived therefrom (collectively, "Works"), shall be works made for hire and shall become the property of the County in their native and executable format immediately upon commencement without restriction or limitation on their use and will be made available to the County at any time during the performance of the Agreement and upon completion or termination of this Agreement. Upon delivery to the County, the County will become the custodian of the Works. The County shall have the ability to copyright or trademark any Works, and the ARPC shall not copyright or trademark any Works in favor of the ARPC.
8. Amendment. This Agreement shall not be amended or extended except in writing signed by both parties.
9. Appropriation; Subject to Available Funds. Any amounts due under this Agreement shall be subject to the amounts budgeted by the County as amounts available for expenditure for the continued performance of this Agreement, and the County shall not be liable for any amounts which are not included in the adopted budget for any fiscal year. Nothing herein will prevent the County from entering into the Agreement prior to the adoption of a budget for any fiscal year or for a term exceeding one year, but the Agreement shall be executory only for any amounts which are not included in an adopted budget. The County's disbursement of funds which were not budgeted or otherwise available for disbursement shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.
10. Choice of Law, Venue, and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any action brought in relation to this Agreement shall be in a court of competent jurisdiction in Gadsden County, Florida. If any provision of this Agreement shall be held or deemed to be illegal, inoperative, or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative

or unenforceable to any extent whatsoever.

11. No Assignment. This Agreement is not assignable.
12. Records. For the services performed under this Agreement, the ARPC shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the ARPC in connection with the services performed under this Agreement.

**IF THE ARPC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARPC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE GADSDEN COUNTY CLERK OF COURTS, 10 E. JEFFERSON ST., QUINCY, FL 32351, (850) 875-8612, [clerkofcourt@gadsdenclerk.com](mailto:clerkofcourt@gadsdenclerk.com).**

The ARPC must comply with the public records laws, Chapter 119, F.S.; specifically, the ARPC shall:

- a. Keep and maintain public records required by the ARPC to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the ARPC does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the ARPC or keep and maintain public records required by the ARPC to perform the service. If the ARPC transfers all public records to the County upon completion of the contract, the ARPC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the ARPC keeps and maintains public records upon completion of the contract, the ARPC shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

The County shall have the right from time to time at its sole expense to audit the

compliance by the ARPC with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of five (5) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

13. No Third-Party Beneficiary. This Agreement is solely for the benefit of the County and the ARPC, and no right or cause of action shall accrue upon or by reason hereof, or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person or entity, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof.
  
14. Contractual Relationship. The relationship between the County and the ARPC is such that the ARPC shall be an independent contractor for all purposes. Neither the ARPC nor any agent or employee thereof shall be an agent or employee of the County for any reason. Nothing in this agreement shall be deemed to create a partnership or joint venture between the ARPC and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the ARPC or any other person or entity.
  
15. ARPC Employees. The ARPC employees providing the services described herein shall be employees of the ARPC and the ARPC shall be responsible for the payment of wages and other compensation due to said persons in compliance with all applicable federal, state, and other payroll requirements. The ARPC shall provide workers with compensation, tax withholding, and other benefits as may be appropriate. ARPC employees that provide services specified herein shall not be eligible to participate in any benefits or retirement plan of the County. The ARPC shall maintain for the duration of the Agreement insurance to protect against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by the ARPC, his agents, representatives, and employees.
  
16. Liability; Indemnification; Hold Harmless. The ARPC expressly recognizes and agrees that it is solely responsible for the actions and omissions of its employees in the performance of this Agreement, and the County shall have no liability or responsibility for any damages or injury that result from or are related to any failure or deficiency in the actions or omissions of the ARPC's employees at any time during the term of this Agreement or thereafter. The ARPC shall be liable for all damages caused by or resulting from the breach of this Agreement by the ARPC or due to any negligent or willful act or occurrence of omission or commission of the ARPC, its delegates, agents or employees, related to the performance of this Agreement. To the greatest

extent permitted by law, the ARPC shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys’ fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of bringing or enforcing a claim due to an injury or damage allegedly resulting from any negligent or willful act or occurrence of omission or commission of the ARPC, its delegates, agents or employees, related to the performance of this Agreement. The County’s responsibility under this Agreement is limited solely to the payment of funds as set forth herein. The indemnity obligations of the ARPC under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, neither party intends and in no way waives any sovereign immunity rights that it possesses.

17. Entire Agreement. The parties agree and acknowledge that: (a) this Agreement constitutes a total and complete integration of the entire understanding and agreement between the parties; (b) there are no representations, warranties, understandings or agreements between the parties other than those specifically set forth in writing in this Agreement; (c) in entering into this Agreement, none of the parties has relied on any representation, warranty, understanding, agreement, promise or condition not specifically set forth in writing in this Agreement; and (d) except as expressly provided in this Agreement all prior and/or contemporaneous discussions, negotiations, agreements and writings have been and are terminated and superseded by this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be effective as of, though not necessarily executed on, January 1, 2024, the Effective Date.

ATTEST:

**APALACHEE REGIONAL PLANNING COUNCIL**

By: \_\_\_\_\_  
 \_\_\_\_\_

By: \_\_\_\_\_  
**CHRIS N. RIETOW**  
 Executive Director

ATTEST:

**GADSDEN COUNTY. FLORIDA**

By: \_\_\_\_\_  
 NICHOLAS THOMAS, CLERK

By: \_\_\_\_\_  
**RONTERIOUS GREEN** Chairman,  
 Gadsden County Board of County  
 Commissioners

**The Regional Council is an Agency of the State:**

**"Agency" means: Regional planning agency. 120.52**

**A public agency of this state may exercise jointly with any other public agency of the state, of any other state, or of the United States Government any power, privilege, or authority which such agencies share in common and which each might exercise separately. .... An interlocal agreement may provide for a separate legal or administrative entity to administer or execute the agreement, which may be a commission, board, or council constituted pursuant to the agreement.**

**163.01(4)-(6)**

**FROM:**

**CHAPTER 120**

**ADMINISTRATIVE PROCEDURE ACT**

**120.52 Definitions. --As used in this act:**

(1) "Agency" means:

(a) The Governor in the exercise of all executive powers other than those derived from the constitution.

(b) Each:

1. State officer and state department, and each departmental unit described in s. 20.04.
2. Authority, including regional water supply authority.
3. Board, including the Board of Governors of the State University System and a state university board of trustees when acting pursuant to statutory authority derived from the Legislature.
4. Commission, including the Commission on Ethics and the Fish and Wildlife Conservation Commission when acting pursuant to statutory authority derived from the Legislature.
5. Regional planning agency.

**FROM:**

**163.01 Florida Interlocal Cooperation Act of 1969. --**

**(1) This section shall be known and may be cited as the "Florida Interlocal Cooperation Act of 1969."**

(2) It is the purpose of this section to permit 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.

(3) As used in this section:

(a) "Interlocal agreement" means an agreement entered into pursuant to this section.

"Public agency" means a political subdivision, agency, or officer of this state or of any state of the United States, including, but not limited to, state government, county, city, school district, single and multipurpose special district, single and multipurpose public authority, metropolitan or consolidated government, a separate legal entity or administrative entity created under subsection (7), an independently elected county officer, any agency of the United States Government, a federally recognized Native American tribe, and any similar entity of any other state of the United States.

(4) A public agency of this state may exercise jointly with any other public agency of the state, of any other state, or of the United States Government any power, privilege, or authority which such agencies share in common and which each might exercise separately.

(5) A joint exercise of power pursuant to this section shall be made by contract in the form of an interlocal agreement, which may provide for:

(a) The purpose of such interlocal agreement or the power to be exercised and the method by which the purpose will be accomplished or the manner in which the power will be exercised.

(b) The duration of the interlocal agreement and the method by which it may be rescinded or terminated by any participating public agency prior to the stated date of termination.

(c) The precise organization, composition, and nature of any separate legal or administrative entity created thereby with the powers designated thereto, if such entity may be legally created.

(6) An interlocal agreement may provide for one or more parties to the agreement to administer or execute the agreement. One or more parties to the agreement may agree to provide all or a part of the services set forth in the agreement in the manner provided in the agreement. The parties may provide for the mutual exchange of services without payment of any contribution other than such services. The parties may provide for the use or maintenance of facilities or equipment of another party on a cost-reimbursement basis.

**The Regional Council is treated as a Government entity of the State:**

**A separate legal or administrative entity created by an interlocal agreement shall possess the common power specified in the agreement and may exercise it in the manner or according to the method provided in the agreement.**

**FROM:**

**163.01 Florida Interlocal Cooperation Act of 1969. --**

**(1) This section shall be known and may be cited as the "Florida Interlocal Cooperation Act of 1969."**

(7)(a) An interlocal agreement may provide for a separate legal or administrative entity to administer or execute the agreement, which may be a commission, board, or council constituted pursuant to the agreement.

(b) A separate legal or administrative entity created by an interlocal agreement shall possess the common power specified in the agreement and may exercise it in the manner or according to the

method provided in the agreement. The entity may, in addition to its other powers, be authorized in its own name to make and enter into contracts; to employ agencies or employees; to acquire, construct, manage, maintain, or operate buildings, works, or improvements; to acquire, hold, or dispose of property; and to incur debts, liabilities, or obligations which do not constitute the debts, liabilities, or obligations of any of the parties to the agreement.

(9)(a) All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under the provisions of any such interlocal agreement.

(b) An interlocal agreement does not relieve a public agency of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by one or more of the parties to the agreement or any legal or administrative entity created by the agreement, in which case the performance may be offered in satisfaction of the obligation or responsibility.

**The Regional Council is a Local Government owned entity treated as a government agency:**

**All of the privileges and immunities from liability and exemptions from laws, ordinances, and rules which apply to the municipalities and counties of this state apply to the same degree and extent to any separate legal entity, created pursuant to the provisions of this section, {163.01} wholly owned by the municipalities or counties of this state, the membership of which consists or is to consist only of municipalities or counties of this state, unless the interlocal agreement creating such entity provides to the contrary. 163.01(c)**

**FROM:**

**163.01 Florida Interlocal Cooperation Act of 1969. --**

**(1) This section shall be known and may be cited as the "Florida Interlocal Cooperation Act of 1969."**

(c) All of the privileges and immunities from liability and exemptions from laws, ordinances, and rules which apply to the municipalities and counties of this state apply to the same degree and extent to any separate legal entity, created pursuant to the provisions of this section, wholly owned by the municipalities or counties of this state, the membership of which consists or is to consist only of municipalities or counties of this state, unless the interlocal agreement creating such entity provides to the contrary. All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; and pension and relief, disability, and worker's compensation, and other benefits which apply to the activity of officers, agents, employees, or employees of agents of counties and municipalities of this state which are parties to an interlocal agreement creating a separate legal entity pursuant to the provisions of this section shall apply to the same degree and extent to the officers, agents, or employees of such entity unless the interlocal agreement creating such entity provides to the contrary.

**The Regional Councils are here, and will be here in the future to help, and State and Local government can use them:**

Make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under this act. 186.505 To receive and expend such sums of money as shall be from time to time appropriated for its use by any county or municipality when approved by the council and to act as an agency to receive and expend federal funds for planning and to cooperate, in the exercise of its planning functions, with federal and state agencies in planning for emergency management under s. 252.34.