

Board of County Commissioners Agenda Request

Date of Meeting: December 19, 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 Agreement for the Gadsden County Comprehensive Vulnerability Assessment 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 purpose of conducting a Comprehensive Vulnerability Assessment (VA). The assessment will be completed through a partnership between Gadsden County and the ARPC for rendering coordination and planning services for the Florida Department of Environmental Protection Agreement No. 23PLN40 (Attachment #1).

Background:

The County entered into a Resilient Florida Program Grant Agreement with the Florida Department of Environmental Protection (FDEP) to conduct a Comprehensive Vulnerability Assessment at the September 19, 2023 meeting. The Department of Environmental Protection returned the executed agreement to Gadsden County in October 2023. The agreement requires the project to be completed by August 1, 2025. The ARPC will act as the Subcontractor to Gadsden County for the State of Florida Department of Environmental Protection, satisfying the Grant Work Plan Agreement No. 23PLN40 – Gadsden County Comprehensive Vulnerability Assessment. Gadsden County wants to engage the ARPC for the purpose of rendering key technical and professional services. Apalachee Regional Planning Council (ARPC) possesses the qualifications and expertise to perform the services required by Gadsden County. The completed assessment is required pursuant to Section 380.093, Florida Statutes. The completed assessment will include a series of public outreach and stakeholder engagement events. The assessment will be executed through Scope of Services consisting of deliverables with nine tasks, containing their own set of supporting deliverables.

These supporting deliverables are to be completed by the Grantee and shall include the following items:

- A kick-off meeting for discussing the project in greater detail;
- Two public outreach meetings for allowing public input;
- Archival research on background data and municipal outreach as defined in the VA requirements, pursuant to Florida Statutes;
- Conducting an exposure analysis to identify the depth of water caused by natural disasters;
- Performing a sensitivity analysis for measuring the impacts of flooding on important assets;
- Identify focus areas as discussed in the second public meeting;
- Finalize the VA report pursuant to Florida Statutes;
- Conduct a final public presentation for revealing the finalized VA; and
- The finalized VA will be utilized for updating the Local Mitigation Strategy as required by the Florida Division of Emergency Management.

Fiscal Impact:

No Fiscal Impact. The ARPC will be paid from Grant 23PLN40. Requisition may be made on a monthly basis, unless otherwise agreed to by the parties.

Options:

1. Approve the agreement with the ARPC and authorize the Chairman to sign all related documents.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachments:

1. Agreement
2. Statutory framework for Regional Planning Agency

AGREEMENT BETWEEN THE
APALACHEE REGIONAL PLANNING COUNCIL
AND GADSDEN COUNTY

This Agreement is entered into this 22nd day of December 2023, by and between Apalachee Regional Planning Council, herein referred to as “ARPC,” and the Gadsden County Board of County Commissioners, herein referred to as “Gadsden County.”

This Agreement/Contract is entered into based upon the following facts: Gadsden County desires to engage Apalachee Regional Planning Council to render certain technical and/or professional services; and

Apalachee Regional Planning Council (ARPC) possesses the qualifications and expertise to perform the services required by Gadsden County.

ARPC in furtherance of its duties desires to partner with Gadsden County to render Coordination and Planning services for DEP Agreement No.:23PLN40 (project title: Gadsden County Comprehensive Vulnerability Assessment) in Gadsden County, Florida; and

NOW THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE 1 – SCOPE OF WORK

ARPC agrees to provide services to Gadsden County in accordance with the terms and conditions set forth in Exhibit A, Scope of Services, of this Agreement which is incorporated by reference herein and considered an integral part of this agreement.

ARTICLE 2 – COMPENSATION

ARPC shall be paid by Gadsden County a total fee of \$157,500 (one hundred fifty-seven thousand, five hundred dollars) for services provided in completing the Scope of Services described in Exhibit A, which is incorporated herein by reference.

Payment to ARPC for services rendered in accordance with the Scope of Services as set forth in Exhibit A, Scope of Services, of this agreement which is incorporated by reference herein and considered as an integral part of this Agreement, will be come due within thirty (30) days following receipt by Gadsden County of requisition of payment. Requisition may be made on a monthly basis, unless otherwise agreed to by the parties.

ARTICLE 3 – TIME OF COMPLETION

This Agreement shall begin on December 23, 2023 and shall end on August first, 2025. The Parties stipulate that the Agreement may be extended beyond the current end date so long as it’s done in writing and executed by the Parties.

ARTICLE 4 – DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this AGREEMENT shall place that party in default. Prior to terminating this AGREEMENT, the non-defaulting party shall notify the defaulting party

in writing. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the AGREEMENT may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, ARPC shall be reimbursed for all its actual costs incurred in providing services hereunder as costs are defined in Article 2 of this AGREEMENT and all finished or unfinished documents and other materials prepared by ARPC pursuant to this AGREEMENT shall become the property of Gadsden County. With 30 days advance notice, either party may choose to voluntarily terminate this AGREEMENT without penalty by formally notifying the other party in writing of its intent.

ARTICLE 5 – NONDISCRIMINATION

In carrying out the work of this Agreement, ARPC shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or handicapped status. ARPC shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ARPC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. ARPC shall, in all solicitations or advertisements for employees placed by or on behalf of ARPC, state that it is an Equal Opportunity/Affirmative Action Employer.

ARTICLE 6 – LIABILITY

Gadsden County hereby agrees to hold harmless ARPC, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of ARPC, its subcontractors or agents, if any, that is related to ARPC performance under this Agreement. The Parties stipulate that ARPC is acting on behalf of Gadsden County.

ARTICLE 7 – GENERAL TERMS AND CONDITIONS

- A. Assignability: ARPC shall not assign any interest in this AGREEMENT and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent.
- B. Subcontractor: The Parties stipulate that the work is to be completed by ARPC, should the need arise ARPC shall be authorized to engage a necessary subcontractor at its discretion so long as there is no additional cost to Gadsden County.
- C. Representation for the Parties: Any questions relating to the performance of this AGREEMENT shall be directed to the ARPC Executive Director or Gadsden County, as appropriate.
- D. Venue and Jurisdiction for Litigation between the Parties: This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Leon County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Leon County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement. In connection with any litigation arising out of this Agreement, including any

- administration, trial level or appellate proceedings, the prevailing party shall be entitled to recover all costs incurred, including a reasonable attorneys' fee
- E. Amendment of Agreement: ARPC and Gadsden County by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between ARPC and Gadsden County and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.
 - F. Complete Contract: This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.
 - G. Advertising and Information Release: ARPC is authorized to disclose to the public on its website, printed materials, social media or by other means that it has been awarded the work described in the Scope of Work.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 22nd day of December 2023.

BY:

Chris Rietow
ARPC Executive Director

BY:

Ronterious Green
Chairman, Gadsden County Board of
County Commissioners

EXHIBIT A

SCOPE OF SERVICES

The following services will be provided by ARPC to Gadsden County.

1. Grant Authority:
By this Agreement, ARPC agrees to serve as the Subcontractor to Gadsden County for the State of Florida Department of Environmental Protection Grant Work Plan Agreement No. 23PLN40 – Gadsden County Comprehensive Vulnerability Assessment
2. Project Description:
ARPC (subcontractor) to Gadsden County (Grantee), will complete the Gadsden County Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.) and a Local Mitigation Strategy (LMS). The Project will include public outreach and stakeholder engagement as outlined in section 4 below.
3. ARPC Responsibilities:
ARPC possesses the qualifications and expertise needed to perform the services required in this scope of services. ARPC agrees to complete the work in accordance with the required deliverable outlined in section 4.
4. Deliverables:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach.

Deliverables: The Grantee will provide the following:

- 1.1: Meeting agenda to include location, date, and time of meeting;
- 1.2: Meeting sign-in sheets or attendance records with attendee names and affiliation;
- 1.3: A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- 1.4: Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting.

Task 2: Public Outreach Meetings

Description: The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the exposure and sensitivity analyses and to reconsider methodologies and assumptions used in the analysis for refinement. The

Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- 2.1: Meeting agendas to include location, date, and time of meeting;
- 2.2: Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- 2.3: A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- 2.4: A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- 2.5: A summary report including attendee input and meeting outcomes.

Task 3: Acquire Background Data and Municipal Outreach

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The Grantee will, in coordination with the Department, identify municipalities within the County without a statutorily compliant VA and work to collect municipal data for inclusion in the County-based VA. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data with publicly available data resources.

Deliverables: The Grantee will provide the following:

- 3.1: A technical report to outline the data compiled and findings of the gap analysis;
- 3.2: A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable;
- 3.3: GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained either by the Grantee or municipalities included within the county as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.; and
- 3.4: All records or requests for data from municipalities without statutorily compliant VA.

Task 4: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall

be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- 4.1: A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- 4.2: GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 5: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- 5.1: An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- 5.2: An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 6: Identify Focus Areas

Description: The Grantee will identify focus areas based on the results of the second public outreach meeting, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- 6.1: A report summarizing the areas identified as focus areas, with justification for choosing each area;
- 6.2: Tables listing each focus area with any critical assets that are contained inside the focus area;
- 6.3: Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- 6.4: GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 7: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the Vulnerability Assessment (VA) report pursuant to the requirements in s. 380.093, F.S., and based upon public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of

identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- 7.1: Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- 7.2: A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;
- 7.3: All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- 7.4 A signed Vulnerability Assessment Compliance Checklist Certification.

Task 8: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- 8.1: Meeting agendas to include location, date, and time of meeting;
- 8.2: Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- 8.3: A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- 8.4: A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- 8.5: A summary report including attendee input and meeting outcomes.

Task 9: Local Mitigation Strategy

Description: The results of the Vulnerability Assessment can be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management (FDEM). The LMS is usually developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. The Grantee will work with the Local Mitigation Strategy Working Group (LMSWG) to ensure the Vulnerability Assessment Report is in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

Deliverables: Submit a letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following:

- 9.1: Vulnerability Assessment Report will be incorporated as a reference in updating the next iteration of the LMS Plan, i.e., utilized in the next five-year update;
- 9.2: Vulnerability Assessment Report will be included as an appendix to the next iteration of the LMS Plan; and
- 9.3: The entity/entities that composed the VA report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

5. Compensation: ARPC shall submit an invoice to Gadsden County per each task completed, as described below.

Task No.	Task Title	Budget Category	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	\$2,250	12/22/2023	3/31/2025
2	Public Outreach Meeting #1	Contractual Services	\$16,200	12/22/2023	3/31/2025
3	Acquire Background Data	Contractual Services	\$15,750	12/22/2023	3/31/2025
4	Exposure Analysis	Contractual Services	\$34,200	12/22/2023	3/31/2025
5	Sensitivity Analysis	Contractual Services	\$18,000	12/22/2023	3/31/2025
6	Identify Focus Areas	Contractual Services	\$26,100	12/22/2023	3/31/2025
7	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$33,300	12/22/2023	3/31/2025
8	Public Presentation	Contractual Services	\$4,500	12/22/2023	3/31/2025
9	Local Mitigation Strategy	Contractual Services	\$7,200	12/22/2023	3/31/2025
Total:			\$157,500		

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.