

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

**Date of Meeting:** January 2, 2018

**Submitted:** December 19, 2017

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

**From:** Dee Jackson, Interim County Administrator  
Clyde Collins, Building Official

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

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### **Statement of Issue:**

This agenda item seeks Board approval of a professional services agreement with “The Apalachicola Regional Planning Council” (ARPC) for Geographical Information System (GIS) services and to authorize the Chairperson to execute the agreement.

### **Background:**

The GIS mapping system is integral to providing information to developers, citizens and staff. Historically, 25 - 50 % of the Planner’s time in the Planning Division was dedicated to providing GIS services. This planning position has been vacant since July of 2016. The County has advertised for a GIS/Planner position, but failed to successfully fill the position.

Updates are now required to be made to the County’s maps including: the future land use map, county and city boundaries, the location of subdivisions, updates to transportation, flood zone and wetland maps, and all county mapping required by the Comprehensive Plan, Land Development Code and various county agencies.

The County has contacted the Apalachee Regional Planning Council (ARPC) regarding technical assistance to address the County’s GIS needs. The ARPC responded that they are interested in providing GIS services as part of their technical assistance role.

The ARPC is a multi-purpose agency that provides technical assistance in the areas of economic development, emergency planning, transportation and quality of life to meet the needs of member local governments within a nine-county region comprised of: Calhoun, Franklin,

Gadsden, Gulf, Jackson, Jefferson, Leon, Liberty, Wakulla Counties and their municipalities. In addition to their role in reviewing local government comprehensive plans, the ARPC provides technical assistance and support to meet the needs of their member's local governments. Additionally, many programs housed within the regional planning council result in an overall administrative cost savings to the local governments. The ARPC has signed the proposed interlocal agreement to provide GIS services.

**Fiscal Impact:**

This agreement encumbers up to \$10,000 annually for GIS services. This is considerably less than the cost of 50% of a planner's salary and benefits. The County has budgeted \$100,000 for FY2017-18 to pay for professional planning services. Approximately \$20,000 has not been encumbered and is available to fund the \$10,000 annually for GIS services.

**Options:**

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

**Interim County Administrator's Recommendation:**

Option 1.

**Attachment(s):**

Interlocal Agreement

**INTERLOCAL AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEM  
SERVICES BETWEEN GADSDEN COUNTY, FLORIDA  
AND THE APALACHEE REGIONAL PLANNING COUNCIL**

THIS INTERLOCAL AGREEMENT is made effective as of the 1st day of January, 2018, 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 agency, whose address is 2507 Callaway Road, Suite 200, Tallahassee, FL 32303 ("Agency").

**WITNESSETH:**

**WHEREAS**, the Agency and County are authorized by Florida Statutes 163.01 to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS**, the County has determined the need for Geographic Information System (GIS) services; and

**WHEREAS**, part of the Agency'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.**

The Agency agrees to assign all planners with GIS expertise necessary to the completion of the tasks outlined in this GIS agreement with the County. The Scope of Work to be provided by the Agency will include:

1. Organize and streamline the County's geo-database of shapefiles, assisting County personnel to identify and where possible, fill information gaps;
2. Update the County's Future Land Use Map (FLUM) to reflect annexations, subdivisions, and FLUM amendments occurring since the last legally executed map was adopted (May 15, 2016);
3. Generate other Comprehensive Plan maps as the County determines necessary during the Comprehensive Plan update process and beyond;

4. Assist County personnel on-site and remotely to generate map products, provide geodatabase maintenance, and solve GIS data needs on an on-demand basis; and,
5. Advise the County of necessary GIS software revisions and updates and installation, as necessary.
6. The County shall compensate the Agency for services performed at the hourly rate of \$50.00 per hour, to be billed in one-quarter (1/4) of an hour increments. The hourly rate shall include all direct and indirect costs, and the Agency shall not be entitled to additional compensation for any costs and expenses incurred in the performance of the services. The Agency shall submit an invoice for services performed each month. The invoice shall clearly detail the number of hours worked per day during the period and a summary of the services performed. Compensation shall not exceed \$10,000.00 annually. Payments shall be made within thirty (30) days of submission and approval of an invoice for services. The Agency shall not be entitled to payment for any services performed following termination of the Agreement.

### **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, 2018.
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, 2018, 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 Agency shall not copyright or trademark any Works in favor of the Agency.

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 Agency 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 Agency in connection with the services performed under this Agreement.

**IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'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 Agency must comply with the public records laws, Chapter 119, F.S.; specifically the Agency shall:

- a. Keep and maintain public records required by the Agency 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 Agency 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 Agency or keep and maintain public records required by the Agency to perform the service. If the Agency transfers all public records to the County upon completion of the contract, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of the contract, the Agency 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 Agency 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 Agency, 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 Agency is such that the Agency shall be an independent contractor for all purposes. Neither the Agency 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 Agency 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 Agency or any other person or entity.
- 15. Agency Employees. The Agency employees providing the services described herein shall be employees of the Agency and the Agency 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 Agency shall provide workers compensation, tax withholding, and other benefits as may be appropriate. Agency employees that provide services specified herein shall not be eligible to participate in any benefits or retirement


plan of the County. The Agency 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 Agency, his agents, representatives, and employees.


16. Liability; Indemnification; Hold Harmless. The Agency 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 Agency's employees at any time during the term of this Agreement or thereafter. The Agency shall be liable for all damages caused by or resulting from the breach of this Agreement by the Agency or due to any negligent or willful act or occurrence of omission or commission of the Agency, its delegates, agents or employees, related to the performance of this Agreement. To the greatest extent permitted by law, the Agency 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 Agency, 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 Agency 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, the Effective Date.

ATTEST:

**APALACHEE REGIONAL PLANNING  
COUNCIL**

By:   
JANICE WATSON  
Finance Director

By:   
CHRIS RIETOW  
Executive Director

ATTEST:

**GADSDEN COUNTY, FLORIDA**

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

By: \_\_\_\_\_  
BRENDA HOLT  
Chairperson, Gadsden County Board of County  
Commissioners