

LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT ASSISTANCE FUND AGREEMENT  
BETWEEN

STATE OF FLORIDA, DEPARTMENT OF COMMUNITY AFFAIRS

AND

TOWN COUNCIL OF

GREENWOOD, FLORIDA

THIS contract, entered into (this 14th day of November 1979) by and between the State of Florida, Department of Community Affairs (hereinafter called the "Department") with headquarters in the City of Tallahassee, and the Town of Greenwood (hereinafter called the "Grantee").

WHEREAS, the Department, in furtherance of its duties under Section 163.03, Sections 20.05(1), Sections 20.18(1), (5), (8), Florida Statutes, Chapter 78-401, Laws of Florida, and Rule 9B-5, Florida Administrative Code, as amended, has determined that the Grantee is eligible to receive a grant under the Local Government Comprehensive Planning Act Assistance Fund Program (hereinafter called the "Program").

WHEREAS, the Grantee has resolved to accept this grant under the conditions set forth below.

NOW THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

I. Scope of Services

(A) The Grantee agrees, under the terms and conditions of this Agreement and the applicable state and local laws and regulations, to undertake, perform, and complete certain technical and professional services, more particularly described in Appendix A and by this reference made a part hereof. Such services shall be performed in accordance with the schedule established in Appendix B, attached here and incorporated in this contract. Applicable state laws and regulations include, but are not limited to Section 163.3161 et seq F.S., Chapter 78-401, Laws of Florida and Chapter 9B-5 F.A.C., as amended.

(B) The Grantee agrees that the technical and professional services covered by this Agreement shall not be subcontracted unless

copies of any sub-contract or delegation agreements are provided to the Department.

(C) To the extent reasonably possible, the work to be performed by the Grantee shall be initiated, performed and completed in collaboration and coordination with the programs of all local, state and federal agencies that are actively concerned with various aspects of planning and development and with any citizen planning advisory committee organized to provide citizen input.

(D) The Department or Grantee may, from time to time, request changes in the scope of the services provided under this Agreement. Such changes, which are mutually agreed upon by and between the Department and the Grantee, shall be incorporated into this Contract as written modifications.

(E) Except as may be expressly provided elsewhere in this Agreement, the Grantee shall perform all of the necessary services provided under this contract in connection with and respecting the Grantee's jurisdictional boundaries.

## II. Audit Requirements

(A) The Grantee, shall include in its annual post-audit an audit of the funds provided by the Local Government Comprehensive Planning Act Assistance Fund Program.

(B) This audit shall include a schedule identifying revenues, sources, expenditures, purposes and fund balances regarding the grant and match funds in accordance with the applicable rules, regulations and contract provisions.

(C) A copy of the local audit report shall be forwarded to the Department within thirty (30) days after completion of the audit but in no case more than six months after the termination of the Program.

(D) In the event the audit shows that local matching funds are less than the amount stipulated in this Contract or that grant funds were used for ineligible activities, any resulting overpayment shall be repaid to the Department within (10) days after the Department has notified the Grantee of such overpayment.

### III. Reports and Records

(A) The Department may withhold payment if the required reports are not submitted in a timely and adequately completed manner.

(B) In the event all required reports are not submitted in a timely and adequate fashion within thirty (30) days of the due date, the Grantee will be informed that further grant payments will be withheld until all reports are received in proper form. Failure to submit all reports may be cause for terminating this Agreement.

(1) The Grantee shall submit a progress report of the Program by February 1, 1980 in a format provided by the Department.

(2) The Grantee shall submit a final evaluation of the Program and a financial statement by October 15, 1980 in a format provided by the Department.

(3) The Grantee shall submit an informational copy of each planning element or document produced by the Program on or before October 15, 1980.

(C) The Grantee agrees to maintain adequate financial procedures and adequate support documents to account for the expenditure of funds under this Agreement. Support documentation shall be maintained to identify cash-match and/or the goods, services or other benefits claimed as in-kind match.

(D) The Grantee shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the grant funds awarded under this Agreement.

### IV. Match Requirements

(A) The Grantee agrees to provide cash match in the amount of \$ 800<sup>00</sup>.

(B) The Grantee agrees to provide in-kind match, valued at \$ - 0 -.

(C) Upon termination of this Agreement, an assessment of the proportion of the state grant and of the required local match expended as of that date will be made. Any portion of the state grant found not to be appropriately matched and expended as of the termination date shall be returned to the Department.

V. Time of Performance

The Grantee agrees to execute this Agreement within twenty-one (21) days of receipt and to commence services within fifteen (15) days after execution by the Department. All services to be offered shall be undertaken and completed in such manner as to assure their expeditious completion in the light of the purpose of this Agreement; but in any event all the services required hereunder shall be completed no later than September 30, 1980.

VI. Compensation

(A) The Department agrees to pay the Grantee the total sum of two thousand fifty-one dollars (\$2,051) ~~two thousand three hundred and forty eight dollars~~ for the provision of certain technical and professional services pursuant to the Local Government Comprehensive Planning Act of 1975.

(B) The Department shall advance seventy-five per centum (75%) of the grant after the execution of this Agreement.

(C) The Department shall pay fifteen per centum (15%) of the grant after receipt and approval of the progress report due on February 1, 1980.

(D) The Department shall pay ten per centum (10%) of the grant after receipt and approval of the evaluation report, an informational copy of each plan document produced under this Program, and financial report due October 15, 1980.

(E) Payment of these state funds pursuant to this Agreement are subject to and conditioned upon the total release of authorized appropriations from the Local Government Comprehensive Planning Act Assistance Fund Program provided by Chapter 78-401, Laws of Florida; otherwise, a pro rata distribution of available funds will be made.

VII. Termination of Contracts for Cause

(A) If, through any cause, the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the requirements of this Agreement, the Department shall thereupon have the right, without liability, to terminate this Agreement by giving written notice to the Grantee of such termination. The Department may also

require a pro rata repayment for grant funds paid to a Grantee who breaches any part of this Agreement.

(B) Notwithstanding the above, the Grantee shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of Agreement by the Grantee and the Department may withhold any payments to the Grantee for purpose of set-off until such time as the exact amount of damages due the Department from the Grantee is determined.

#### VIII. Assignability

The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the Department; provided, however, that claims for money due or to become due the Grantee from the Department under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Department.

#### IX. Identification of Documents

All reports, maps, and other documents completed as a part of this Agreement shall bear in an appropriate place, preferably in the title block of a map or plan and on the title page of a report or document, the following legend:

"Prepared by ( JACKSON CO. ET AL. ) under contract with the Department of Community Affairs. The preparation of this ( COMPREHENSIVE PLAN ) was financially aided through a grant from the State of Florida, under the Local Government Comprehensive Planning Act Assistance Fund authorized by Laws of Florida."

The date (month and year) the document was prepared and the name of the consultant or Grantee community responsible for its preparation shall also be shown.

#### X. Representatives for the Parties

In all matters relating to the performance of this Agreement, the Secretary of the Department of Community Affairs shall represent and act for the Department, and the Mayor,  
Robert R. Pender or other appropriately delegated official of the Grantee shall represent and act for the Grantee.

IN WITNESS WHEREOF, the Department and the Grantee have executed this Agreement as of the date first above written.

ATTEST:

Ruby P. Davis  
(Signature)

Town of Greenwood  
(Grantee)

Ruby P. Davis, Town clerk  
(Name and Title)

BY: Wesley R. Oswald  
(Signature)

[Signature]  
(Mayor or Chairman of Commissioners)

WITNESS:

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

Rossie McCallie  
(Signature)

BY: Michael Garretson  
(Signature)

Michael C. Garretson  
Director, Division of Local  
Resource Management

APPENDIX 'A'

LIST OF PLANNING ELEMENTS OR DOCUMENTS

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

## APPENDIX A

### SCOPE OF SERVICES

The function of the Apalachee Regional Planning Council will be to oversee the work performed and completed by the staff and to coordinate this work with the Jackson County Commission. The work to be performed will be in accordance with the Local Government Comprehensive Planning Act of 1975 (Chapter 163.3161, Florida Statutes).

The services performed by the Council shall consist of formulating the following plan elements:

- I. Future Land Use Element: The Future Land Use Element will designate the proposed distribution, location and extent of use of land for housing, business, industry, agriculture, recreation, conservation, education and public grounds plus establish standards for the control of population and building density. This element will be based on appropriate studies including population and labor force analysis, a land use survey of existing conditions, and an analysis of physiographic features.
- II. Implementation Element: The Implementation Element will refine the existing development permitting system for implementing the future land use plan in Jackson County.
- III. Traffic Circulation Element: The Traffic Circulation Element will show the types, locations, and extent of existing and proposed major thoroughfares and transportation routes. Emphasis will be placed on the development of plans to increase the accessibility of I-10 in Jackson County.
- IV. Sanitary Sewer, Solid Waste, Potable Water and Drainage Element: This element will indicate ways to provide for future potable water, drainage, sanitary sewer and solid waste requirements, compatible with the principles and guidelines for land use established in the Future Land Use Element.



V. Conservation Element: The Conservation Element will establish guidelines for the conservation, development, utilization and protection of the natural resources in the County.

VI. Recreation and Open Space Element: The Recreation and Open Space Element will indicate the existing and needed components of a comprehensive recreation system, including both user-oriented and resource-based recreational activities.

VII. Housing Element: The Housing Element must include standards, plans and principles for provision of future housing; elimination of substandard housing; improvement of existing housing; provision of adequate sites for future housing (including low-income housing and mobile homes); provision of re-location housing; and the formulation of implementation mechanisms.

VIII. Intergovernmental Coordination Element: The Intergovernmental Coordination Element will establish principles for coordination of the Comprehensive Plan with the plans of other government units, including the School Board and municipal governments; and outline the effects of the Plan, when adopted, on neighboring jurisdictions.

IX. Utility Element: The Utility Element will identify the existing power system and future electricity needs for the county.

X. Port Development Element: The Port Development Element will identify the potential for economic development associated with the Jackson County Port. Emphasis will be placed on determining the feasibility of industrial expansion based on utilization of the port as a major distribution center, given its proximity to railroad and highway networks. Also included will be an environmental assessment of expanding water transportation along the Apalachicola River in Jackson County.

APPENDIX 'B'

WORK PROGRAM SCHEDULE

WORK PROGRAM SCHEDULE

	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT
Future Land Use	X	X	X	X	X	X						
Implementation						X	X	X	X	X	X	
Transportation / Port Development				X	X	X	X					
Sanitary Sewer, Solid Waste, Drainage, Potable Water *					X	X	X	X	X			
Conservation					X	X	X	X				
Recreation & Open Space						X	X	X				
Housing				X	X	X	X					
Intergovernmental Coordination								X	X			
Utility							X	X	X			

Future Land Use

Implementation

Transportation / Port Development

Sanitary Sewer, Solid Waste, Drainage, Potable Water \*

Conservation

Recreation & Open Space

Housing

Intergovernmental Coordination

Utility

APPENDIX A - 2  
 Financial Breakdown and Match Requirements

Breakdown

Jurisdiction	Share of APPC Contract*	DCA Grant	Local Match
Jackson County	\$20,524.00	\$13,546.00	\$6,978.00
Alford	2,318.00	1,600.00	718.00
Bascom	1,768.00	1,600.00	168.00
Campbellton	1,956.00	1,600.00	356.00
Cottondale	2,400.00	1,600.00	800.00
Grand Ridge	2,400.00	1,600.00	800.00
Greenwood	2,400.00	1,600.00	800.00
Malone	2,400.00	1,600.00	800.00
TOTALS	\$36,176.00	\$24,746.00	\$11,430.00

\*Total cost will include printing of a county-wide comprehensive plan document plus an Executive

Summary (including maps) for each city

APPENDIX A-3  
**APALACHEE REGIONAL PLANNING COUNCIL  
 FINANCIAL REPORT**

Jackson County LGCPA PROGRAM

AS OF \_\_\_\_\_, 12 MONTHS  
 PROJECT TIME FROM 10/1/79 TO 9/30/80

	EXPENDITURES CATEGORY	EXPENDITURES			12 MONTH BUDGET	BUDGET BALANCE
		THROUGH LAST MONTH	CURRENT MONTH	MONTH ACCUM.		
1A	Direct Salaries				-	
1B	Fringe Benefits				-	
1	Personnel				13,371	
2	Legal & Accounting				-	
3	Inspection Fees				-	
4	Adv, Recruit, Stf. Training				-	
5	Dues and Conferences				-	
6	Furniture & Equipment				-	
7	Miscellaneous				-	
8	Office Supplies				-	
9	Postage				166	
10	Printing				8,000	
11	Renovation/Maintenance				-	
12	Subscriptions & Publications				-	
13	Duplicating Costs				480	
14	Telephone				900	
15	Travel				1,200	
16	Depreciation Expense				-	
17	Rent				-	
18	Audit				-	
19	Insurance & Bonding				-	
20	Indirect Costs				9,359	
21	Mapping				2,700	
22						
23						
24						
25						
TOTAL						
		GRANT AWARD				
		MATCH FUNDS - OTHER				
		MATCH FUNDS - IN-KIND				
		MATCH FUNDS - ARPC FUND				
		TOTAL PROGRAM BUDGET			36,176	
MONTH		REVENUES :			ACCUM.	
		DRAWS PAID				
		ACCOUNTS RECEIVABLE				
		MATCH TRANSFERS				
		TOTAL REVENUE				
		FUND BALANCE				