


TO: JONATHAN E. EVANS, MPA, MBA, ICMA-CM, CITY MANAGER

CC: DEIRDRE JACOBS, ASSISTANT CITY MANAGER
JEFF GAGNON, INTERIM DEVELOPMENTAL SERVICES DIRECTOR

FROM: CLAUDENE L. ANTHONY, CMC, CITY CLERK 

DATE: OCTOBER 22, 2019

RE: MULTI-JURISDICTIONAL ISSUES FORUM

This communication is in response to an email received from Mr. Gagnon October 7, 2019 as a result of being contacted by Ms. Anna Yeskey, Palm Beach County Intergovernmental Coordinator, reference the aforementioned subject (copy attached).

Below you will find information provided by Ms. Yeskey concerning this forum:

Issues Forum

Objective:

The Multi-Jurisdictional Issues Coordination Forum was established by an interlocal agreement in October 1993. The intent is to achieve consensus building through identification and potential resolution of multi-jurisdictional issues. This is done by providing a place to go to for consensus building, research, debate on such issues, and providing direction on steps to address, resolve, or implement a program to do so. In addition, the Issues Forum can take a countywide position on multi-jurisdictional and growth management needs at the County, Regional, and State level. The intent is also to have a place to provide input to proposed countywide legislation prior to its drafting and to provide clarification and technical assistance in understanding Regional and State initiatives.

Organization:

Primarily the purpose of the Forum is education and communication through receipt and review of "white papers" developed by ad-hoc committees, IPARC (the standing committee comprised of planning directors), presentations, and review of actions taken by the Executive Committee. The Executive Committee serves as a steering committee and is composed of elected officials appointed by the Board of County Commissioners, the League of Cities, and the School Board.

Powers:

Single vote per member, providing everyone a voice, to accept, veto, or modify an action of the Executive Committee by 2/3 of members present and voting. Raise an item of potential multi-jurisdictional significance; each member is also given the opportunity to raise issues to be discussed.

Meetings:

The Forum will meet quarterly and dates will be set once all members are appointed. The tentative date for the first meeting is December 11, 2019. There are four items which have been discussed by the Executive Committee awaiting discussion by the Issues Forum at this meeting: Regional Transportation Network/Mobility Plans; Housing; Sea Level Rise/Water Issues; and Hurricane Preparation.

Previous Issues Addressed:

School Concurrency, School Siting, School Safety Plans; Water Plans, Aquifer Storage and Recovery, Biosolids Pelletization; Level of Service for Traffic, Fire Rescue, Library Service; Emergency Management Plans, Hurricane Shelter Capacity, Post Disaster Redevelopment, HazMat; Growth Management Reform, Annexation, Mediation; Beach Funding, Bus Shelters, Communication Towers, and Utility Relocation.

In addition to the above information, Ms. Yeskey provided support documents for this body – the Multi-Jurisdictional Issues Coordination Forum Interlocal Agreement and Comprehensive Plan Amendment Coordinated Review Interlocal Agreement; there is a \$1,000 membership fee as outlined in the Multi-Jurisdictional Issues Coordination Forum Interlocal Agreement. I am also providing a copy of the issues to be presented and discussed by the forum as provided by Ms. Yeskey.

At your direction, this item will be placed on the agenda for discussion by the City Council to include appointment of a member and alternate member; however, a determination must be made as to the account to be utilized for membership fee payment.

Please advise.

Re: Issues Forum Member

Gagnon, Jeff

Mon 10/7/2019 3:18 PM

To: Robinson, Claudene L <CRobinson@rivierabeach.org>

Thank you for the follow up Ms. Anthony.

Jeff Gagnon, AICP - Acting Director of Development Services - City of Riviera Beach, FL 33404 -
JGagnon@RivieraBeach.org - Phone: (561)845-4060 - Fax: (561)845-4027 - www.rivierabch.com

"This message may contain confidential and/or proprietary information and is intended for the person/entity to which it was originally addressed. Any use by others is strictly prohibited."

From: Robinson, Claudene L <CRobinson@rivierabeach.org>**Sent:** Monday, October 7, 2019 3:15 PM**To:** Gagnon, Jeff <JGagnon@rivierabeach.org>**Subject:** RE: Issues Forum Member

Mr. Gagnon:

Thank you for the information.

I spoke with Ms. Yeskey and she provided clarity on what was being requested. She made clear you were the representative for the city on IPARC and the forum issues committee has been inactive for a while with there being a necessity to revive it.

I will prepare an agenda item pertaining to same.

Thanks!

Claudene L. Anthony, CMC
City Clerk

(561) 845-4090 -- O**(561) 840-3438 -- F****www.rivierabch.com**

"I've learned that people will forget what you said, people will forget what you did, but people will never forget how you made them feel." Dr. Maya Angelou

Disclaimer: Under Florida law (Florida Statute 668.6076), email addresses are public records. If you do not want your email address released in response to a public records request, please do not send electronic mail to the City of Riviera Beach. Instead, contact the appropriate department/division.

Synopsis:

This is an Issues Forum which consists of 40 elected officials. Since the City is a signatory to the interlocal agreement, it's a way to have policy conversation. Because policy is being discussed, preference is to have an elected official as the representative. Anna related that you are familiar with IPARC and this forum is related, but it is the "elected official" version. Since the Palm Beach County has rejoined the forum, Anna is attempting to get all municipalities on board before a meeting date is set.

Core Issues:

Housing
Sea Level Rise
Hurricane Coordination
Mobility Fees and Impact Fees
Transportation

Meeting (Qtrly) - 1.5 to 2 hours.
Fee is \$1,000.

Best Regards,

Ann DeVeaux - Senior Planner - Development Services - City of Riviera Beach, 600 West Blue Heron Blvd Riviera Beach, FL 33404 - ADeveaux@RivieraBeach.org - Phone: (561) 845-4060 - Fax: (561) 845-4027 -

www.rivierabeach.org

"This message may contain confidential and/or proprietary information and is intended for the person/entity to which it was originally addressed. Any use by others is strictly prohibited."

From: Deveaux, Ann <ADeveaux@rivierabeach.org>
Sent: Tuesday, September 17, 2019 4:05 PM
To: Gagnon, Jeff <JGagnon@rivierabeach.org>
Subject: Re: Issues Forum Member

Jeff,

Okay, noted.
~Ann

From: Gagnon, Jeff <JGagnon@rivierabeach.org>
Sent: Tuesday, September 17, 2019 2:08 PM
To: Deveaux, Ann <ADeveaux@rivierabeach.org>
Subject: Fw: Issues Forum Member

Good morning Ann,


Please follow up with Ms. Yeskey on the requirements and meeting schedule associated with this item. I would like to nominate you as the City's representative.

Fw: Issues Forum Member

Gagnon, Jeff

Mon 10/7/2019 11:51 AM

To: Robinson, Claudene L <CRobinson@rivierabeach.org>

 3 attachments (10 MB)

Multi-jurisdictional Issues Coordination Forum Interlocal Agreement.pdf; PBC Interlocal 1993 Comp Plan Amendment Coordinated Review (3).pdf; Issues Forum 2019 Issues Final (3).docx;

Good morning Claudene,

Do you recall if there was a City Council Member assigned to IPARC Meetings (Issues Forum)? Please see previous email chain. Thank you.

Jeff Gagnon, AICP - Acting Director of Development Services - City of Riviera Beach, FL 33404 - JGagnon@RivieraBeach.org - Phone: (561)845-4060 - Fax: (561)845-4027 - www.rivierabch.com

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From: Deveaux, Ann <ADeveaux@rivierabeach.org>

Sent: Tuesday, September 17, 2019 5:13 PM

To: Gagnon, Jeff <JGagnon@rivierabeach.org>

Subject: Re: Issues Forum Member

Jeff,

Contact was made with Anna Yeskey.

Synopsis:

This is an Issues Forum which consists of 40 elected officials. Since the City is a signatory to the interlocal agreement, it's a way to have policy conversation. Because policy is being discussed, preference is to have an elected official as the representative. Anna related that you are familiar with IPARC and this forum is related, but it is the "elected official" version. Since the Palm Beach County has rejoined the forum, Anna is attempting to get all municipalities on board before a meeting date is set.

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Sea Level Rise

Hurricane Coordination

Mobility Fees and Impact Fees

Transportation

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Fee is \$1,000.

Best Regards,

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To: Gagnon, Jeff <JGagnon@rivierabeach.org>
Subject: Re: Issues Forum Member

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Okay, noted.
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To: Deveaux, Ann <ADeveaux@rivierabeach.org>
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Good morning Ann,

Please follow up with Ms. Yeskey on the requirements and meeting schedule associated with this item. I would like to nominate you as the City's representative.

Jeff Gagnon, AICP - Acting Director of Development Services - City of Riviera Beach, FL 33404 - JGagnon@RivieraBeach.org - Phone: (561)845-4060 - Fax: (561)845-4027 - www.rivierabch.com

"This message may contain confidential and/or proprietary information and is intended for the person/entity to which it was originally addressed. Any use by others is strictly prohibited."

From: Anna Yeskey <amyeskey@bellsouth.net>
Sent: Monday, September 16, 2019 10:03 AM
To: Gagnon, Jeff <JGagnon@rivierabeach.org>
Subject: Issues Forum Member

Good Morning Jeff -

I need to discuss with the the Issues Forum - I am following up with the few remaining cities that have yet to nominate a member for the Issues Forum. Please give me a call at your earliest convenience. Thanks

Anna Yeskey -
Palm Beach County Intergovernmental Coordination Program

(561) 434-2575

EXTERNAL SENDER

This email originated outside of the organization. Please do not click links or open attachments unless you recognize the sender and know the content is safe.

**MULTI-JURISDICTIONAL ISSUES COORDINATION FORUM
INTERLOCAL AGREEMENT**

This Interlocal Agreement, dated the 1st day of October, 1993, entered into by and among the various parties executing this Agreement, each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes, and each one a participant in the Comprehensive Plan Amendment Coordinated Review Interlocal Agreement;

W I T N E S S E T H:

WHEREAS, the creation of the Multi-Jurisdictional Issues Coordination Forum (hereinafter "Forum") will facilitate the identification and possible resolution of multi-jurisdictional issues by providing a vehicle for consensus building through the research of issues and the debate of same; and

WHEREAS, the Forum can provide direction on the resolution of a multi-jurisdictional issue and the implementation of a program of multi-jurisdictional significance; and

WHEREAS, the Forum may also determine a countywide position relative to multi-jurisdictional issues and growth management needs at the County, Regional, and State level; and

WHEREAS, the Forum would also serve as a vehicle for clarification of and technical assistance in understanding Regional and State initiatives; and

WHEREAS, the Forum would also be an outlet to provide constructive critiquing of county legislative proposals having countywide implications; and

WHEREAS, the Forum over time may provide the initiative for

programs and policies to address items of multi-jurisdictional significance.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is mutually agreed and understood, by and among the undersigned parties as follows:

ARTICLE I. TITLE

This Agreement shall be known and may be cited as the "Multi-Jurisdictional Issues Coordination Forum Interlocal Agreement."

ARTICLE II. PURPOSE

The primary purpose of this Agreement is to establish a Forum that will provide a vehicle for communication and education between and among the various local governments and service providers through the receipt and review of reports from ad-hoc committees; through presentations on items of multi-jurisdictional impact or concern; and through the review of actions taken by the Executive Committee, as established herein.

ARTICLE III.

The following definitions shall apply to this Agreement:

"Associate Forum Member" means a non-voting member of the Forum as established in Article IV, Section 2.

"Clearinghouse" means the Clearinghouse established in the Comprehensive Plan Amendment Coordinated Review Interlocal Agreement.

"Comprehensive Plan Amendment Coordinated Review Interlocal Agreement" means that Agreement dated October 1, 1993, which created the Comprehensive Plan Amendment Coordinated Review

Process.

"Executive Committee" means the Executive Committee established in the Comprehensive Plan Amendment Coordinated Review Interlocal Agreement.

"Forum Member" means a local government or service provider who has joined the Forum through this Agreement.

"Local Government" means the incorporated cities, villages and towns within Palm Beach County and the County of Palm Beach.

"Service Providers" means the Palm Beach County School Board, the South Florida Water Management District, and all independent special districts located in whole or in part in Palm Beach County which provide services required to be addressed in comprehensive plans by Chapter 163, Part II, Florida Statutes.

ARTICLE IV. MEMBERSHIP

Section 1. Forum Members

Each and every local government and service provider who has executed this Agreement by October 1, 1993, or who has subsequently entered into this Agreement by execution of a unilateral Membership Agreement in such form as the Agreement attached hereto as Exhibit "A", shall be a member of the Forum. In order to become a member, a local government or service provider must first be a participant in the Comprehensive Plan Amendment Coordinated Review Process through the Comprehensive Plan Amendment Coordinated Review Process Interlocal Agreement. Each Forum member shall designate a representative to exercise its responsibilities in the Forum. Each Forum member may also designate an alternate representative who

shall act when the regular representative is not in attendance.

Section 2. Associate Forum Members

Any person or entity approved by the Executive Committee may become an Associate Forum Member. Associate Forum Members shall be treated in the same manner as Forum Members except that they do not have the power to vote.

Section 3. Membership Fees

A. There shall be no membership fee for Forum Members for the first year. The Executive Committee may establish such a fee effective after October 1, 1994.

B. There shall be a \$200.00 annual membership fee for Associate Forum Members. The Executive Committee may change the amount of this fee.

Section 4. Membership Obligations

All Forum Members and Associate Forum Members agree to provide technical assistance requested by the Executive Committee and any ad-hoc committee established pursuant to this Agreement.

ARTICLE V. FORUM POWERS AND DUTIES

Section 1. Powers

The Forum may exercise the following powers:

- A. Refer an item of potential multi-jurisdictional significance to the Executive Committee for discussion.
- B. Veto an action of the Executive Committee taken pursuant to Article VIII of this Agreement;
- C. Adopt the minority opinion on an issue when the

Executive Committee has issued both a majority opinion and a minority opinion; and

- D. Ratify or modify an action taken by the Executive Committee pursuant to Article VI, Section 2 C.
- E. Establish its own rules of procedure that are not inconsistent with this Agreement.

Section 2. Meetings

A. The Forum shall meet at least quarterly on dates set by the Executive Committee. The Executive Committee may schedule additional meetings provided that there is at least two weeks notice distributed to each Forum Member and Associate Forum Member.

B. In order to take an action a quorum must be present. A quorum consists of 50% + 1 of the total number of Forum members.

ARTICLE VI. EXECUTIVE COMMITTEE

Section 1. Purpose

The Executive Committee shall process issues of multi-jurisdictional significance pursuant to Article VIII and shall coordinate activities of the Forum in accordance with and pursuant to the duties and responsibilities set forth herein.

Section 2. Duties and Responsibilities

The Executive Committee shall have the following duties and responsibilities relative to the Forum:

- A. Process proposed issues of multi-jurisdictional significance pursuant to the procedures set forth in Article VIII;

- B. Schedule meetings of the Forum and prepare the agenda for same;
- C. Set annual membership fees for Forum Members and Associate Forum Members which shall be placed on the agenda for the next Forum meeting for ratification or modification;
- D. Establish criteria for Associate Forum Membership;
- E. Create ad-hoc committees pursuant to Article VII;
- F. Administer this Agreement, including but not limited to, preparing an annual budget, overseeing the collection and expenditure of funds, and overseeing the operations of the Clearinghouse and ad-hoc committees.
- G. Propose amendments to this Agreement pursuant to Article X, Section 4.

No enumeration of duties and responsibilities herein shall be deemed exclusive or restrictive, but shall be deemed to incorporate all implied powers necessary or incident to carrying out the purposes of this Agreement.

ARTICLE VII. AD-HOC COMMITTEES

Ad-hoc committees can be created only by the Executive Committee. Each committee shall be created for a specific purpose and for a period not to exceed one year unless extended by the Executive Committee.

ARTICLE VIII. PROCEDURE

The following procedure is to be used for the identification,

definition, and disposition of an item which may be of multi-jurisdictional significance.

A. An issue of multi-jurisdictional significance can be initiated by one of the following:

1. The Intergovernmental Plan Amendment Review Committee if the issue is identified in the "fact-finding" or "conflict resolution" process.
2. A member agency through a formal action of the governing body.
3. The Forum through an action initiated by a member.

B. An issue of multi-jurisdictional significance is submitted to the Executive Committee by the initiator on a form prescribed by the Executive Committee. The form should require, at a minimum, the following information:

1. The nature of the item and a statement identifying its multi-jurisdictional significance.
2. How or why the issue is not being adequately addressed at present.
3. A statement as to why the Forum is the appropriate place to address the issue.

C. The issue shall be considered at the next meeting of the Executive Committee.

D. The Executive Committee shall take one of the following actions:

1. Make a determination that the issue is of multi-jurisdictional significance and recommend a course

of action.

2. Refer the issue to an ad-hoc committee.
3. Refer the issue back to the initiator with direction.
4. Make a determination that the Forum is not the appropriate vehicle to address the issue.
5. Make a determination that the issue is not one of multi-jurisdictional significance and that no further review or action by the Forum is necessary.

E. The Executive Committee shall present its written report on the action taken on a submitted issue of multi-jurisdictional significance to the Forum at the next meeting of the Forum. A minority opinion approved by at least three members of the Executive Committee shall accompany the report.

F. The Forum, by a two-thirds vote of the Forum members present and voting, may either veto the action of the Executive Committee or adopt the minority opinion issued by the Executive Committee and direct its implementation. Otherwise, the action of the Executive Committee shall remain in effect.

G. If the issue is referred to an ad-hoc committee, the ad-hoc committee shall review it and submit a report to the Executive Committee. The Chair of the assigned ad-hoc committee may call upon the resources of Forum Members and Associate Forum Members. The ad-hoc committee shall issue a report including the following:

1. Clear identification of the issue.
2. Implications of the current situation or course of

action.

3. Alternative courses of action and probable implications.
4. Need for further information, research, and direction.
5. Recommended disposition or next step.

H. The Executive Committee shall review the ad-hoc committee's report and take formal action on the recommendations contained in the report. The Executive Committee shall present the ad-hoc committee's report and its action on the recommendation contained in the report, along with any minority opinion adopted by at least three members of the Executive Committee, at the next meeting of the Forum. The Forum by a two-thirds vote of the Forum Members present and voting may either veto the action of the Executive Committee or adopt the minority opinion issued by the Executive Committee and direct its implementation. Otherwise, the action of the Executive Committee shall remain in effect.

ARTICLE IX. LOGISTICS AND SUPPORT

Clerical and logistical support for the Forum and the Executive Committee shall be provided by the Clearinghouse. Professional services and advice shall be provided through the resources of the Forum Members and Associate Forum Members.

ARTICLE X. MISCELLANEOUS

Section 1. Delegation of Duty

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state,

county, or city officers.

Section 2. Filing

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 3. Limited Liability

No member shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Executive Committee. The Executive Committee members have no authority or power to obligate the members in any manner.

Section 4. Amendments

This Agreement may be amended in writing at any time by the concurrence of a two-thirds vote of the entire membership of the Executive Committee and subsequent ratification by all of the Forum Members in this Agreement.

Section 5. Controlling Law

This Agreement shall be construed by and governed by the laws of the State of Florida.

Section 6. Effective Date/Term

This Agreement shall be effective on October 1, 1993, and shall continue in full force and effect unless all the members withdraw in accordance with Section 7.

Section 7. Withdrawal

Any member may withdraw as a party to this Agreement after October 1, 1994, upon sixty (60) days written notice to the Chair of the Executive Committee. Any membership fees, if required, will not be returned and the member shall not exercise any of the powers

outlined in this Agreement. Suspension of membership in this Agreement will occur upon the nonpayment of the membership fee, if any, established pursuant hereto or for the nonperformance of any of the terms and conditions of this Agreement by any member. The suspension will be effective thirty (30) days after date of notice from the Clearinghouse that noncompliance has occurred. Any member receiving such notice shall have an opportunity to cure its noncompliance in a reasonable time. Upon compliance, the member shall be notified by the Clearinghouse of its reinstatement as a participant.

IN WITNESS WHEREOF, this Agreement has been executed by the members as of the date and year indicated above.

• ATTEST:

CITY OF ATLANTIS

By:

Betty Alford
City Clerk

By:

Clyde F. Farmer
Clyde F. Farmer, Mayor

ATTEST:

*BELLE GLADE

By:

James H. Bogledi
City Clerk

By:

Bill Bailey
Bill Bailey, Mayor

*Nothing in this agreement will authorize the delegation of any municipal legislative authority.

ATTEST:

CITY OF BOCA RATON

By:

Andrea Bridgewater
City Clerk

By:

Bill Smith
Bill Smith, Mayor

ATTEST:

By: Shannon Burkett
City Clerk (Deputy)

CITY OF BOYNTON BEACH

By: E. F. Harmening
E. F. Harmening, Mayor

ATTEST:

By: Rita L. Taylor
Town Clerk (pro tem)

TOWN OF BRINY BREEZES

By: Hugh David
Hugh David, Mayor

ATTEST:

By: Josothy Gravelin
Town Clerk

TOWN OF CLOUD LAKE

By: Robert R. Reynolds, III
Council Chairman

ATTEST:

By: Barbara Lewis
Acting City Clerk

CITY OF DELRAY BEACH

By: Thomas E. Lynch
Thomas E. Lynch, Mayor

ATTEST:

By: Carol Maricani
Village Clerk

VILLAGE OF GOLF

By: Donald H. Gustafson
Donald H. Gustafson, Mayor

ATTEST:

By: Sandra K. Hill
City Clerk

CITY OF GREENACRES

By: Samuel F. Ferreri
Samuel F. Ferreri, Mayor

ATTEST:

TOWN OF GULF STREAM

By: Rita L. Taylor
Town Clerk

By: William Koch, Jr.
William Koch, Jr., Mayor

ATTEST:

TOWN OF HIGHLAND BEACH

By: Gene M. Kowals
Town Clerk

By: Arlin Voress
Arlin Voress, Mayor

ATTEST:

TOWN OF HYPOLUXO

By: Barbara Lee Smith
Town Clerk

By: Al Merion
Al Merion, Mayor

ATTEST:

TOWN OF JUNO BEACH

By: Dorothy S. Mump
Town Clerk

By: Frank W. Harris
Frank W. Harris, Mayor

ATTEST:

TOWN OF JUPITER

By: Sally M. Boyf
Town Clerk

By: Karen Golonka
Karen Golonka, Mayor

ATTEST:

TOWN OF JUPITER INLET COLONY

By: _____
Town Clerk

By: CHOSE NOT TO PARTICIPATE AT THIS TIME
Nicholas F. Porto, Mayor

ATTEST:

TOWN OF LAKE CLARKE SHORES

By: *Joanna Hatton*
Town Clerk

By: *Gregory W. Casey*
Gregory W. Casey, Mayor

ATTEST:

CITY OF LAKE WORTH

(SEAL)

By: *Barbara A. Forsythe*
Barbara A. Forsythe,
City Clerk

By: *Rodney E. Romano*
Rodney E. Romano, Mayor

DATE: 9.29.93

ATTEST:

TOWN OF LANTANA

By: *Mahel D. Wiland*
Town Clerk

By: *Robert A. McDonald*
Robert A. McDonald, Mayor

ATTEST:

TOWN OF MANALAPAN

By: *Charles H. Helm*
Charles H. Helm,
Town Clerk

By: *G. Kent Shortz*
G. Kent Shortz, M.D., Mayor

ATTEST:

TOWN OF MANGONIA PARK

By: *Diana M. Levy*
Town Clerk

By: *Gale M. English*
Gale M. English, Mayor

ATTEST:

TOWN OF OCEAN RIDGE

By: *Karen E. Naprosak*
Town Clerk

By: *Daniel J. O'Connell*
Daniel J. O'Connell, Mayor

ATTEST:

CITY OF PAHOKEE

By: Debra Palmer
City Clerk

By: Ramon Horta, Jr.
Ramon Horta, Jr., Mayor

ATTEST:

TOWN OF PALM BEACH

By: Jacquelyn Reedy
Acting Town Clerk

By: M. William Weinburg
M. William Weinburg,
Town Council President

DATE: _____

ATTEST:

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

DOROTHY H. WILKEN, Clerk

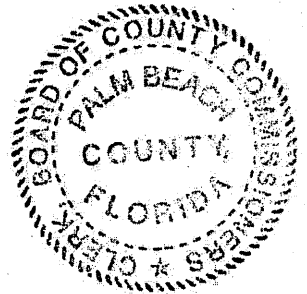
By: Dorothy H. Wilken
Dorothy H. Wilken, Clerk

By: Mary McCarty
Mary McCarty, Chair

R 93 802

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Will J. O'Connell
County Attorney



ATTEST:

CITY OF PALM BEACH GARDENS

By: Linda V. Krueger
City Clerk

By: Joseph R. Russo
Joseph R. Russo, Mayor

ATTEST:

TOWN OF PALM BEACH SHORES

By: Sandra T. Holmes
Town Clerk

By: Thomas Chilcote
Thomas Chilcote, Mayor

EXECUTED on Sept. 23, 1993 by authority of the Village Council
as provided in Resolution R93-19.

ATTEST:

VILLAGE COUNCIL OF THE VILLAGE OF
PALM SPRINGS

By: Irene L. Burroughs
Irene L. Burroughs,
Village Clerk

By: Richard H. Jette
Richard H. Jette, Mayor

(SEAL)

ATTEST:

CITY OF RIVIERA BEACH

By: Carrie J. Ford
City Clerk
AND LEGAL COUNSEL
[Signature]
CITY ATTORNEY

By: Clara K. Williams
Clara K. Williams
Mayor, City of Riviera Beach

ATTEST:

VILLAGE OF ROYAL PALM BEACH

By: Maryanne Hald
Village Clerk

By: Tony Masiotti
Tony Masiotti, Mayor

ATTEST:

CITY OF SOUTH BAY

By: Virginia K. Walker
City Clerk

By: Clarence E. Anthony
Clarence E. Anthony, Mayor
By: Bazil Anderson
Bazil Anderson, Vice Mayor

ATTEST:

TOWN OF SOUTH PALM BEACH

By: Margot Beck
Town Clerk

By: Margot M. Roberts
Margot M. Roberts, Mayor

ATTEST:

VILLAGE OF TEQUESTA

By: Jana Mangiello
Town Clerk

By: Ron T. Mackail
Ron T. Mackail, Mayor

ATTEST:

CITY OF WEST PALM BEACH

By: Agnes Hayhurst
Agnes Hayhurst,
City Clerk

By: Nancy M. Graham
Nancy M. Graham, Mayor

(INTENTIONALLY LEFT BLANK)

ATTEST:

By: Uina Bjarke Michael

BOCA RATON AIRPORT AUTHORITY

By: George W. Blank
George W. Blank, Chairman

ATTEST:

By: William G. Winters
William G. Winters,
Secretary

LAKE WORTH DRAINAGE DISTRICT

By: John I. Whitworth, III
John I. Whitworth, III,
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Mark Perry
Mark Perry, Attorney for
Lake Worth Drainage District

ATTEST:
By: Risk Dent
Risk Dent,
Executive Director

LOXAHATCHEE RIVER ENVIRONMENTAL
CONTROL DISTRICT

By: George G. Gentile
George G. Gentile, Chairman

ATTEST:

By: Gale M. English
Gale M. English,
General Manager

SOUTH INDIAN WATER CONTROL DISTRICT

By: Thomas H. Powell
Thomas H. Powell, President
Or: David J. Beane
David J. Beane, Vice-President

ATTEST:

By: Pete Pimentel
Pete Pimentel, District Secretary

NORTHERN PALM BEACH COUNTY
WATER CONTROL DISTRICT

By: William Kerslake
William Kerslake, President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Ken Edwards
Ken Edwards, Legal Counsel

ATTEST:

By: Monica Uhlhorn
Monica Uhlhorn, Superintendent

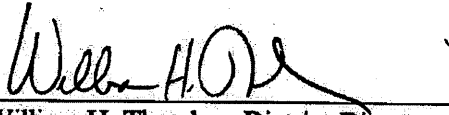
SCHOOL BOARD OF PALM BEACH
COUNTY

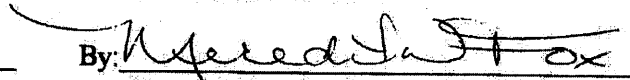
By: Gail Bjork
Gail Bjork, Chairman

(INTENTIONALLY LEFT BLANK)

ATTEST:

LOXAHATCHEE GROVES WATER
CONTROL DISTRICT

By: 
William H. Thrasher, District Director

By: 
Meredith Fox, Chairman of the Board of
Supervisors

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MEMBERSHIP AGREEMENT

THIS AGREEMENT dated this _____ day of _____,
1993, entered into by and among _____,

a _____
(local government or service provider)

hereinafter "New Member", and the various parties executing the
Multi-Jurisdictional Issues Coordination Forum Interlocal Agreement
dated October 1, 1993, hereinafter "Forum Agreement";

W I T N E S S E T H:

WHEREAS, a Multi-Jurisdictional Issues Coordination Forum to
facilitate the identification and possible resolution of multi-
jurisdictional issues through the research of issues and the debate
of same has been established as evidenced by that certain Forum
Agreement dated October 1, 1993; and

WHEREAS, _____ desires to become a
Member under said agreement; and

WHEREAS, pursuant to Article IV, Section 1 of the Forum
Agreement, Forum membership is authorized upon the execution of
this unilateral Membership Agreement.

NOW, THEREFORE, in consideration of the mutual covenants
contained herein, it is agreed and understood by and among the
undersigned New Member and the members in the Forum Agreement as
follows:

1. Upon execution of this Agreement and upon payment of the
annual participation fee prescribed in Article IV, Section 3 of the
Forum Agreement, New Member will become a Forum member pursuant to
the Forum Agreement recorded in the Official Records at Book
No. _____, Page _____.

EXHIBIT

"A"

2. The New Member shall enjoy all the privileges of, and shall be bound by all the terms and conditions of, the Forum Agreement.

3. The Forum members in the Forum Agreement agree to the inclusion of New Member in accordance with Article IV, Section 1 of the Forum Agreement as it is acknowledged that the inclusion of an additional Forum member furthers the intent and spirit of the Forum Agreement and the ultimate goal of providing coordination in the identification and possible resolution of issues of multi-jurisdictional significance among all local governments and service providers.

4. A copy of this Membership Agreement shall be filed with the Clerk of the Court in and for Palm Beach County and with the Clearinghouse.

5. This Membership Agreement shall be effective upon execution and filing pursuant to Paragraph 4 and shall continue in full force and effect unless the New Member withdraws pursuant to Article XI, Section 7 of the Forum Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by

_____'
as of the date and year indicated below.

By: _____

Its: _____

Date: _____

**COMPREHENSIVE PLAN AMENDMENT COORDINATED REVIEW
INTERLOCAL AGREEMENT**

This Interlocal Agreement, dated the 1st day of October, 1993, entered into by and among the various parties executing this Agreement, each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes;

W I T N E S S E T H:

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Part II of Chapter 163, Florida Statutes, requires the coordination of local comprehensive plans with the comprehensive plans of adjacent local governments and the plans of school boards and other units of local government providing services but not having regulatory authority over the use of land; and

WHEREAS, the participants to this Agreement desire to establish an intergovernmental coordination program for reviewing proposed changes to adopted comprehensive plans which fully utilizes the existing Chapter 163 comprehensive planning process with minimal bureaucracy and expense for the participants; and

WHEREAS, participation in this program shall not diminish any existing local government's or service provider's process or power; and

WHEREAS, the participants desire to enter into this Agreement

to provide countywide coordination in the comprehensive plan amendment process.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is mutually agreed and understood, by and among the undersigned agencies that now or may hereafter execute this Agreement, as follows:

ARTICLE I. TITLE

This Agreement shall be known and may be cited as the "Comprehensive Plan Amendment Coordinated Review Interlocal Agreement".

ARTICLE II. PURPOSE

The purpose of this Agreement is to establish a countywide Comprehensive Plan Amendment Coordinated Review Process. This process is designed to provide coordination of proposed plan amendments, cooperation between affected local governments and service providers, and opportunities to resolve potential disputes only within the Plan Amendment Process with the least amount of infringement upon existing processes, without undue processing delays and without the necessity of significant staffing or consultant costs. Specifically, the Comprehensive Plan Amendment Coordinated Review Process will accomplish the following:

- A. Proposed Plan Amendments shall have sufficient distribution and dissemination to insure that initial transmittal and final approval will not occur without adequate notice to local governments and service providers who may be adversely affected by the action.

- B. An avenue for discussion and evaluation of the proposed Plan Amendments is created so that the governing body is aware of objections, the basis for them, and the reasonableness of the objection.
- C. An opportunity is created for conflict resolution of an item which, if approved, may result in a potential problem for another local government or service provider.
- D. The Comprehensive Plan Amendment Coordinated Review Process does not diminish or transfer existing authority with respect to planning and implementation decisions of the participants.

ARTICLE III. DEFINITIONS

The following definitions shall apply to this Agreement:

"Act" means Part I of Chapter 163, Florida Statutes.

"Agreement" means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

"Clearinghouse" means the agency that provides the logistic support services for the Comprehensive Plan Amendment Coordinated Review Process.

"Comprehensive Plan" means the plan adopted by a local government pursuant to Chapter 163, Part II, Florida Statutes, meeting the requirements of Chapter 163, Part II, Florida Statutes and its implementing rules.

"Conflict Resolution Panel" means a subgroup of the Interlocal Plan Amendment Review Committee.

"Days" means calendar days.

"Executive Committee" means the representative body of the local governments and service providers responsible for the oversight and administration of this Agreement.

"Fact-finding Panel" means a subgroup of the Interlocal Plan Amendment Review Committee.

"Governing Body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, the Palm Beach County School Board, the Governing Board of the South Florida Water Management District, or the governing body of a special district.

"Interlocal Plan Amendment Review Committee" means the body comprised of full-time planning directors or other similar position, from any local government participant. This group is charged with the major technical role in the Comprehensive Plan Amendment Coordinated Review Process.

"Local Government" means the incorporated cities, villages and towns within Palm Beach County and the County of Palm Beach.

"Participants" means those local governments and service providers who have entered into the Comprehensive Plan Amendment Coordinated Review Process through this Agreement and have paid the annual participation fee as required in this Agreement.

"Plan Amendment" means any change or modification to an adopted comprehensive plan that is considered a comprehensive plan amendment pursuant to Chapter 163, Part II, Florida Statutes, or its implementing rules.

"Service Providers" means the Palm Beach County School Board, the South Florida Water Management District, and all independent special districts located in whole or in part in Palm Beach County which provide services required to be addressed in comprehensive plans by Chapter 163, Part II, Florida Statutes.

ARTICLE IV. PARTICIPATION.

Section 1. All local governments and service providers located in whole or in part in Palm Beach County are eligible to participate in this Agreement. Only the parties who execute this Agreement and who have paid their annual participation fee are considered participants under this Agreement. Any local government or service provider who is not a participant by October 1, 1993, may become a participant upon execution of a unilateral Participation Agreement, in such form as the agreement attached hereto as Exhibit "A".

Section 2. Participant General Obligations

A. All participants shall be obliged to pay an annual participation fee.

- (1) The initial participation fee shall be \$500.00 per participant. This fee shall cover participation from October 1, 1993 to September 30, 1994 and shall be due and payable by October 31, 1993.
- (2) The participation fee shall be \$500.00 per year for each subsequent year, unless this amount is modified as authorized in Article V, Section 2 F. No modification shall increase the fee by more than

25% of the past year's fee amount. The annual participation fee shall be due and payable by October 1 of each succeeding year.

(3) Non-payment of the fee shall result in the suspension of participation in this Agreement pursuant to Article XI, Section 7.

(4) A fee paid pursuant to this section shall not be returned in full or prorata amount upon a participant's withdrawal from this Agreement. Participants entering into this Agreement after October 1, 1993, or during any period subsequent to September 30 of each year thereafter, shall be obliged to remit the entire fee amount.

B. The local governments employing full-time planning directors or other similar positions are required to appoint that person to the Interlocal Plan Amendment Review Committee.

C. The local governments and service providers who become participants agree to provide technical assistance requested by a Fact-finding Panel or Conflict Resolution Panel established pursuant to this Agreement.

ARTICLE V. EXECUTIVE COMMITTEE

Section 1. Creation/Purpose

There shall be created an Executive Committee to provide oversight and direction to the Comprehensive Plan Amendment Coordinated Review Process established this Agreement, in accordance with and pursuant to the duties and responsibilities

expressed herein.

Section 2. Duties and Powers

The Executive Committee shall have the following duties, powers and responsibilities:

- A. Prepare an annual budget.
- B. Oversee the collection and expenditure of funds.
- C. Prepare an annual report to the participants detailing the activities and results from the comprehensive plan amendments processed pursuant to this Agreement.
- D. Oversee the operations of the various panels, committees, and the Clearinghouse established pursuant to this Agreement.
- E. Make recommendations to the participants on ways to improve the coordination process.
- F. Modify the annual participation fee in accordance with this Agreement.
- G. By majority vote of the entire membership of the Committee, modify the time frames set forth in Article VIII.
- H. Propose amendments to this Agreement pursuant to Article XI, Section 4.
- I. Select the Clearinghouse from interested participants.

No enumeration of duties, powers, and responsibilities herein shall be deemed exclusive or restrictive, but shall be deemed to

incorporate all implied powers necessary or incident to carrying out the purposes of this Agreement.

Section 3. Membership

A. The Executive Committee shall consist of nine members, selected from the following five categories in the manner specified, and shall meet the following criteria:

- (1) Four elected municipal officials, selected by the Palm Beach County Municipal League.
- (2) Two Palm Beach County Commissioners, selected by the Palm Beach County Commission.
- (3) One member of the Palm Beach County School Board, selected by the Palm Beach County School Board.
- (4) One member of the South Florida Water Management District Governing Board, selected by the South Florida Water Management District Governing Board.
- (5) One Special District Representative, who shall reside in Palm Beach County and represent a District in Palm Beach County, appointed by the Regional Chair of the Florida Association of Special Districts.

B. Except for the Special District Representative, all members of the Executive Committee shall be a representative of a participant. Each member shall have one vote on the Committee.

C. Each category as set forth in Paragraph A shall be entitled to appoint one (1) alternate. The alternate from

categories 1 - 3 must be an elected official. If no other member of the South Florida Water Management District Governing Board resides in Palm Beach County, the Executive Director or his designee shall be the South Florida Water Management District alternate. The Regional Chair of the Florida Association of Special Districts shall appoint as the Special District alternate a person who resides in Palm Beach County and represents a district in Palm Beach County. The alternate may act in place of any member from the same category.

D. In the event there are no participants in a designated category set forth in paragraph A, that category shall be deemed deleted and all remaining categories shall constitute the Executive Committee accordingly.

Section 4. Executive Committee Action

A. The affairs, actions and duties of the Executive Committee shall be undertaken at duly called meetings pursuant to Section 9 hereof.

B. For any meeting of the Executive Committee at which any official action is to be taken, a majority of the committee members shall constitute a quorum, and a majority vote of the members present shall be the act of the Executive Committee.

C. A certificate, resolution, or instrument signed by the Chair, Vice-chair or such other designated person of the Committee as may be hereafter selected by the Committee shall be evidence of the action of the Committee.

Section 5. Election of Officers

Once a year, and at such other time as may be necessary to fill a vacancy, at a meeting of the Executive Committee called for the purpose thereof, the Committee members shall elect a Chair, a Vice-chair, and a Secretary-Treasurer to conduct meetings of the Committee and to perform such other functions as herein provided. Said Chair, Vice-chair and Secretary-Treasurer shall serve one (1) year terms unless they resign sooner pursuant to Section 7 hereof.

Section 6. Authority of Officers

A. The Chair and the Vice-chair shall take such action and sign such documents on behalf of the Executive Committee and in furtherance of the purposes of this Agreement as shall be approved by resolution of the Committee.

B. The Secretary-Treasurer, or his or her designee, shall keep minutes of all meetings, proceedings and acts of the Executive Committee but such minutes need not be verbatim. Copies of all minutes of the meetings of the Committee shall be sent by the Secretary-Treasurer, or designee, to all Committee members and to such other parties as requested.

Section 7. Resignation

A. Any member may resign from all duties and responsibilities hereunder by giving at least seven (7) days prior written notice sent to the Chair. Such notice shall state the date said resignation shall take effect and such resignation shall take effect on such date.

B. In the event any member shall resign as the representative of a participating group such participating group

shall appoint a new representative as expeditiously as possible.

C. Any member, upon leaving office, shall forthwith turn over and deliver to the Chair or Vice-chair any and all records, books, documents, or other property in his or her possession or under his or her control which belongs to the Executive Committee and/or relates to this Agreement.

Section 8. Liability

No member of the Executive Committee shall be liable for any action taken pursuant to this Agreement in good faith, or for any omission, except gross negligence, or for any act of omission or commission by any other member of the Committee.

Section 9. Meetings

A. The Executive Committee shall convene at a meeting called by either a majority of the members or at the request of the Chair. Meetings shall be conducted at such locations as may be acceptable to the majority of the Committee. The Chair shall set forth the date, time, location and purpose of each meeting and notice thereof, unless otherwise waived, shall be furnished to each member by the Secretary-Treasurer, or his or her designee, not less than seven (7) days prior to the date of such meeting. The Chair may direct the Secretary-Treasurer to send the prerequisite notice for any meeting of the Committee otherwise called in accordance with the provisions hereof.

B. During October 1993, the duly appointed members of the Committee shall hold an organizational meeting to elect officers and perform such other duties as shall be provided under this

Agreement.

ARTICLE VI. INTERLOCAL PLAN AMENDMENT REVIEW COMMITTEE

A. Participant local governments employing full-time planning directors or other similar position are required to appoint that person as a member of the Interlocal Plan Amendment Review Committee.

B. The functions of this Committee are as follows:

- (1) To provide participants, on a rotating basis, for a Fact-finding Panel.
- (2) To provide participants, on a rotating basis, for a Conflict Resolution Panel.
- (3) To call for technical assistance from service providers and other agencies which participate in this coordination activity.
- (4) To meet, at least quarterly, for the purposes of administration, consideration of referrals, reports of subcommittees, general coordination and consultation, and the forwarding of reports of actions to the participants.

C. The Committee shall establish its own organization and rules of procedure consistent with the provisions of this Agreement.

ARTICLE VII. CLEARINGHOUSE

A. The Clearinghouse shall be a participant public agency.

B. The Clearinghouse shall be responsible for:

1. The establishment of an account into which the

participation fees required herein shall be deposited.

2. The deposit and disbursement of funds in accordance with generally accepted accounting standards.
3. Securing and storing all adopted local government comprehensive plans, and all amendments thereto.
4. Coordinating the Comprehensive Plan Amendment Coordinated Review Process, as specified in Article VIII, Section 3.

ARTICLE VIII. COMPREHENSIVE PLAN AMENDMENT COORDINATED REVIEW PROCESS

Section 1. Local Government Specific Obligations

A. All participant local governments are obligated to do the following:

(1) Inform the Clearinghouse of the notice of plan amendments proposed by other participants that it desires to receive.

(2) Designate to the Clearinghouse the position or individual who can file a written notice of intent to object and a formal objection.

(3) Inform the Clearinghouse whether a formal governing body action is required prior to filing a written objection.

(4) Provide the Clearinghouse with a full copy of the local government's adopted Comprehensive Plan within thirty (30) days of the effective date of this Agreement. If a local government becomes a participant after October 1, 1993, the

participant shall provide the Clearinghouse with a full copy of its adopted Comprehensive Plan within thirty (30) days of the effective date of the Participation Agreement.

B. When processing a proposed plan amendment to its own Comprehensive Plan, the local government shall do the following:

- (1) Submit all proposed plan amendment documents required by Section 3 A. to the Clearinghouse at least thirty (30) days prior to the local government's transmittal hearing.
- (2) Meet with any objectors at least one time prior to the transmittal hearing on the proposed plan amendment.
- (3) Participate in fact-finding as described in Section 3.
- (4) Include in the proposed plan amendment transmittal to the Department of Community Affairs, or within five (5) days of receipt if received after transmittal, all written notices of intent to object and written objections received pursuant to Section 3, the status of that objection, a fact-finding report prepared pursuant to Section 3, and any report from a Conflict Resolution Panel prepared pursuant to Section 3.
- (5) Consider participating in any Conflict Resolution Panel requested by an objector. The local government initiating the proposed plan amendment

is under no obligation to participate in the Conflict Resolution Panel process.

- (6) For all proposed plan amendments, provide the Clearinghouse with a copy of the full proposed plan amendment; all background materials, including the supporting data and analysis; the objections, recommendation and comments report prepared by the Department of Community Affairs for the amendment upon its receipt; the response to the objection, recommendation and comment report prepared by the local government; and, if adopted, the amendment to the local government's comprehensive plan; the notice of intent issued by the Department of Community Affairs; and any final orders or compliance agreements dealing with the amendment.
- (7) When it becomes available, provide the Clearinghouse with a revised copy of the local government's Comprehensive Plan including all amendments.

C. If the local government desires to object to another local government's proposed plan amendment, the objecting local government shall do the following:

- (1) Submit a written notice of intent to object to the Clearinghouse and the local government initiating the proposed plan amendment pursuant to Section 3.
- (2) Meet with the local government transmitting the proposed plan amendment at least one time prior to

that local government's transmittal hearing.

- (3) File a written objection with the Clearinghouse pursuant to Section 3.
- (4) Participate in fact-finding as described in Section 3 if the local government files a written objection.
- (5) Consider participating in any Conflict Resolution Panel requested by the initiating local government or other objector. An objector is under no obligation to participate in the Conflict Resolution Panel process.
- (6) If the objection is to be withdrawn, file a written notice withdrawing the objection with the Clearinghouse and the local government proposing the plan amendment.

Section 2. All Other Participants Specific Obligations

All participants who are not local governments must comply with the requirements of Article VIII, Section 1 A. (1), (2), and (3). A non-local government desiring to object to a proposed Plan amendment has the same obligations as an objecting local government detailed in Article VIII, Section 1 C.

Section 3. Plan Amendment Review Process

A. A plan amendment is prepared pursuant to policies and procedures of the initiating local government. At least thirty (30) days prior to the governing body's transmittal hearing, an Executive Summary along with a copy of the proposed plan amendment and supporting material, and the date, time, and place of the

transmittal hearing, shall be furnished to the Clearinghouse.

B. Within five (5) days, the Clearinghouse shall distribute the Executive Summary and hearing information to the participants in the Agreement who have requested copies of the initiating local government's amendments.

C. A written notice of intent to object may be filed by any participant.

(1) A written notice of intent to object must be filed no later than fifteen (15) days before the transmittal hearing.

(2) If a proposed plan amendment is substantially modified between the submittal to the Clearinghouse and the transmittal of the amendment, a written notice of intent to object may be filed within ten (10) days of transmittal.

D. The Clearinghouse shall immediately notify the initiating local government of all written notices of intent to object received by the Clearinghouse.

E. The initiating local government shall meet with all objectors prior to the transmittal hearing unless the written notice of intent to object was filed pursuant to Section 3 C.(2) above. In that instance, the parties shall meet within fifteen (15) days of the submittal of the written notice of intent to object to the Clearinghouse.

F. No later than fifteen (15) days after transmittal of the proposed plan amendment, a participant who filed a written notice of intent to object prior to transmittal may file a written objection to the proposed plan amendment with the Clearinghouse.

If a written notice of intent to object was filed after transmittal pursuant to Section 3 C.(2) above, a written objection may be filed by that participant no later than thirty (30) days after the filing of the written notice of intent to object.

G. Upon receipt of a written objection, the Clearinghouse shall notify the initiating local government and the Interlocal Plan Amendment Review Committee of the written objection and transmit a copy of the objection to the initiating local government and the Interlocal Plan Amendment Review Committee.

H. The Interlocal Plan Amendment Review Committee shall convene a Fact-finding Panel within ten (10) days of receipt of the written objection. The Fact-finding Panel shall review the objection pursuant to Article IX and shall issue its opinion letter no later than twenty (20) days after the submittal of the written objection to the Clearinghouse.

I. After the Fact-finding Panel issues its opinion letter, any party (the initiating local government and any participant objector) to the fact-finding may request conflict resolution pursuant to Article X. The request shall be submitted in writing to the Clearinghouse no later than ten (10) days after transmittal of the Department of Community Affairs Objection, Recommendation and Comments Report. The Clearinghouse shall immediately notify the other parties of this request. Within ten (10) days of receipt of notification from the Clearinghouse, the other parties shall notify the Clearinghouse of their decision on whether or not to agree to conflict resolution. If the initiating local government

and any objector agree to conflict resolution, the Clearinghouse shall notify the Interlocal Plan Amendment Review Committee, which shall convene the appropriate Conflict Resolution Panel pursuant to Article X.

Section 4. Modification of Time-Frames

By majority vote of the entire membership of the Executive Committee, the Executive Committee may modify the time-frames set forth for any activity as specified in Article VIII.

ARTICLE IX. FACT-FINDING PANEL

A. The three person fact-finding panel shall consist of members of the Interlocal Plan Amendment Review Committee. The Chair shall be selected by the panel.

B. The Clearinghouse shall provide the panel with the following information prior to the meeting:

- (1) that portion of the Plan Amendment which is under consideration; and
- (2) the written objection.

C. The Chair shall arrange for testimony and technical assistance from participants as is appropriate.

D. At the meeting, only the initiating local government, the participant objector, property owner for a site specific plan amendment, and any participant who has been requested to provide technical assistance shall be allowed to present testimony. The initiating local government shall present the item being objected to, the reason for the proposed amendment, and its supporting data, analysis, and documentation. This presentation may be supplemented

by the affected property owner. The objecting party(ies) shall make a presentation on the basis for its objection. Technical assistance testimony as requested by the Chair may be presented at any time. The panel may ask questions. The Chair shall close discussion with the participants and thereafter confine discussion to panel members.

E. The panel shall specifically identify each objection and shall issue an opinion letter including, but not limited to, the following on each objection which is filed:

- (1) The objection appears to be one of miscommunication and that it appears to be resolved.
- (2) There is insufficient data and analysis upon which to support either the amendment or the objection or both.
- (3) Sufficient data and analysis has been provided and a conflict appears to exist. The conflict should be resolved either:
 - (a) through the normal Department of Community Affairs review process; or
 - (b) in a conflict resolution forum such as provided in Article X, mediating services of the Treasure Coast Regional Planning Council, or other mediation forum.

F. Within two (2) working days, the Chair shall fax an opinion letter to the involved parties. If warranted, a minority opinion may be prepared by other members of the panel and provided

concurrently with the Chair's opinion letter.

ARTICLE X. CONFLICT RESOLUTION PANEL

A. The Conflict Resolution Panel shall consist of three members when performing facilitation services or five members when performing mediation services. The panel shall be composed of individuals who are members of the Interlocal Plan Amendment Review Committee. The Chair shall be selected by the panel.

B. The Chair shall arrange for testimony and technical assistance from participants as is appropriate. Testimony shall be provided only through participants who are parties to the objection unless technical assistance testimony has been requested by the Chair.

C. Two types of service may be provided. These are:

(1) Facilitation

a. A facilitation panel shall consist of three members. When the facilitation panel convenes to review the objection, it shall seek to have the parties reach a mutually agreeable position on the proposed amendment and the objection to it.

b. The facilitation panel shall declare when its work has been finished or an impasse has been reached. At that time, the Chair shall write a letter documenting the meetings which were held, the evidence and testimony received, points of agreement, and points of

disagreement. The letter shall be transmitted to participating parties and the Department of Community Affairs.

(2) Mediation

- a. A mediation panel shall consist of five members. In addition to functioning as a facilitation panel, the mediation panel shall provide a statement recommending a method of resolving any remaining points of disagreement. If there is not unanimous consent among panel members, a minority opinion may be issued. It shall accompany the majority position.
- b. As with the facilitation panel, the Chair shall write a letter documenting the meetings which were held, the evidence and testimony received, points of agreement, points of disagreement, and recommendation. The letter and any minority opinion shall be transmitted to participating parties and the Department of Community Affairs.

ARTICLE XI. MISCELLANEOUS

Section 1. Delegation of Duty

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the state, county, or city officers.

Section 2. Filing

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 3. Limited Liability

No participant shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Executive Committee. The Executive Committee members have no authority or power to obligate the participants in any manner.

Section 4. Amendments

This Agreement may be amended in writing at any time by the concurrence of a two-thirds vote of the entire membership of the Executive Committee and subsequent ratification by all of the participants in this Agreement and any Participation Agreement.

Section 5. Controlling Law

This Agreement shall be construed by and governed by the laws of the State of Florida.

Section 6. Effective Date/Term

This Agreement shall be effective on October 1, 1993, and shall continue in full force and effect unless all the participants withdraw in accordance with Section 7.

Section 7. Withdrawal

Any participant may withdraw as a party to this Agreement after October 1, 1994, upon sixty (60) days written notice to the Chair of the Executive Committee. Any participation fees paid will not be returned and the participant will cease activities in the

program outlined in this Agreement. Suspension of participation in this Agreement will occur upon the nonpayment of the fee prescribed herein or for the nonperformance of any of the terms and conditions of this Agreement by any participant. The suspension will be effective thirty (30) days after date of notice from the Clearinghouse that noncompliance has occurred. Any participant receiving such notice shall have an opportunity to cure its noncompliance in a reasonable time. Upon compliance, the participant shall be notified by the Clearinghouse of its reinstatement as a participant.

IN WITNESS WHEREOF, this Agreement has been executed by the participants as of the date and year indicated above.

ATTEST:

CITY OF ATLANTIS

By: Betty Alfonso
City Clerk

By: Clyde F. Farmer
Clyde F. Farmer, Mayor

ATTEST:

*BELLE GLADE

By: James H. Boglidi
City Clerk

By: Bill Bailey
Bill Bailey, Mayor

*Nothing in this agreement will authorize the delegation of any municipal legislative authority.

ATTEST:

CITY OF BOCA RATON

By: Caroleen Bridgman
City Clerk

By: Bill Smith
Bill Smith, Mayor

ATTEST:

By: Shannon Burkett
City Clerk (Deputy)

CITY OF BOYNTON BEACH

By: E. F. Harmening
E. F. Harmening, Mayor

ATTEST:

By: Rita L. Taylor
Town Clerk (pro tem)

TOWN OF BRINY BREEZES

By: Hugh David
Hugh David, Mayor

ATTEST:

By: Dorothy Gravelin
Town Clerk

TOWN OF CLOUD LAKE

By: Robert R. Reynolds, III
Robert R. Reynolds, III,
Council Chairman

ATTEST:

By: Barbara Grute
Acting City Clerk

CITY OF DELRAY BEACH

By: Thomas E. Lynch
Thomas E. Lynch, Mayor

ATTEST:

By: Carl Marcano
Village Clerk

VILLAGE OF GOLF

By: Donald H. Gustafson
Donald H. Gustafson, Mayor

ATTEST:

By: Sandra K. Hill
City Clerk

CITY OF GREENACRES

By: Samuel J. Ferreri
Samuel J. Ferreri, Mayor

ATTEST:

TOWN OF GULF STREAM

By: Peta L. Taylor
Town Clerk

By: William Koch, Jr.
William Koch, Jr., Mayor

ATTEST:

TOWN OF HIGHLAND BEACH

By: Joan M. Kowale
Town Clerk

By: Arlin Voress
Arlin Voress, Mayor

ATTEST:

TOWN OF HYPOLUXO

By: Barbara Lee Seabold
Town Clerk

By: Al Merion
Al Merion, Mayor

ATTEST:

TOWN OF JUNO BEACH

By: Deborah S. Mamm
Town Clerk

By: Frank W. Harris
Frank W. Harris, Mayor

ATTEST:

TOWN OF JUPITER

By: Nell M. Boh
Town Clerk

By: Karen Golonka
Karen Golonka, Mayor

ATTEST:

TOWN OF JUPITER INLET COLONY

By: _____
Town Clerk

By: CHOOSE NOT TO PARTICIPATE AT THIS TIME
Nicholas F. Porto, Mayor

ATTEST:

TOWN OF LAKE CLARKE SHORES

By: *Jeanne Hutton*
Town Clerk

By: *Gregory W. Casey*
Gregory W. Casey, Mayor

ATTEST:

CITY OF LAKE WORTH

(SEAL)

By: *Barbara A. Forsythe*
Barbara A. Forsythe,
City Clerk

By: *Rodney G. Romano*
Rodney G. Romano, Mayor

DATE: 9.29.93

ATTEST:

TOWN OF LANTANA

By: *Malcolm D. Wulbold*
Town Clerk

By: *Robert A. McDonald*
Robert A. McDonald, Mayor

ATTEST:

TOWN OF MANALAPAN

By: *Charles H. Helm*
Charles H. Helm,
Town Clerk

By: *G. Kent Shortz*
G. Kent Shortz, M.D., Mayor

ATTEST:

TOWN OF MANGONIA PARK

By: *Paula M. Levy*
Town Clerk

By: *Gale M. English*
Gale M. English, Mayor

ATTEST:

TOWN OF OCEAN RIDGE

By: *Karen E. Hancock*
Town Clerk

By: *Daniel J. O'Connell*
Daniel J. O'Connell, Mayor

ATTEST:

CITY OF PAHOKEE

By: Debra Palmer
city clerk

By: Ramon Horta, Jr.
Mayor

ATTEST:

TOWN OF PALM BEACH

By: Jacquelyn Reedy
Acting Town Clerk

By: M. William Weinburg
M. William Weinburg,
Town Council President

DATE: _____

ATTEST:

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

DOROTHY H. WILKEN, Clerk

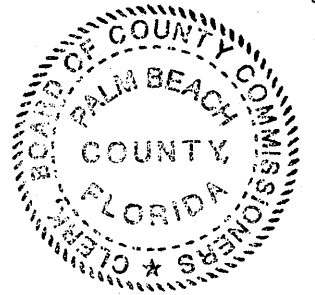
By: Diana Stewart
Clerk

By: Mary McCarty
Mary McCarty, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

R 93 802

By: Will J. Goh
County Attorney



ATTEST:

CITY OF PALM BEACH GARDENS

By: Linda V. Kasier
City Clerk

By: Joseph R. Russo
Mayor

ATTEST:

TOWN OF PALM BEACH SHORES

By: Andrew T. Holmes
Town Clerk

By: Thomas Chilcote
Thomas Chilcote, Mayor

EXECUTED on Sept 23 1993 by authority of the Village Council as provided in Resolution R93-19.

ATTEST:

VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS

By: Irene L. Burroughs
Irene L. Burroughs,
Village Clerk

By: Richard H. Jette
Richard H. Jette, Mayor

(SEAL)

ATTEST:

CITY OF RIVIERA BEACH

By: Caris J. Ford
City Attorney
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Clara K. Williams
Clara K. Williams
Mayor, City of Riviera Beach

ATTEST:

VILLAGE OF ROYAL PALM BEACH

By: Mary Anne Todd
Village Clerk

By: Anthony R. Masiotti
Tony Masiotti, Mayor

ATTEST:

CITY OF SOUTH BAY

By: Virginia K. Walker
City Clerk

By: Clarence E. Anthony
Clarence E. Anthony, Mayor
By: Bazil Anderson
Bazil Anderson, Vice Mayor

ATTEST:

TOWN OF SOUTH PALM BEACH

By: Margot M. Roberts
Town Clerk

By: Margot M. Roberts
Margot M. Roberts, Mayor

ATTEST:

VILLAGE OF TEQUESTA

By: Ron T. Mackail
Town Clerk

By: Ron T. Mackail
Ron T. Mackail, Mayor

ATTEST:

CITY OF WEST PALM BEACH

By: Agnes Hayhurst
Agnes Hayhurst,
City Clerk

By: Nancy M. Graham
Nancy M. Graham, Mayor

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ATTEST:

BOCA RATON AIRPORT AUTHORITY

By: Uina Bierche Michael

By: George W. Blank
George W. Blank, Chairman

ATTEST:

LAKE WORTH DRAINAGE DISTRICT

By: William G. Winters
William G. Winters,
Secretary

By: John I. Whitworth, III
John I. Whitworth, III,
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Mark Perry
Mark Perry, Attorney for
Lake Worth Drainage District

ATTEST:

LOXAHATCHEE RIVER ENVIRONMENTAL
CONTROL DISTRICT

By: Rick Dent
Rick Dent,
Executive Director

By: George G. Gentile
George G. Gentile, Chairman

ATTEST:

SOUTH INDIAN WATER CONTROL DISTRICT

By: Gale M. English
Gale M. English,
General Manager

By: Thomas H. Powell
Thomas H. Powell, President
Or: David J. Beane
David J. Beane, Vice-President

ATTEST:

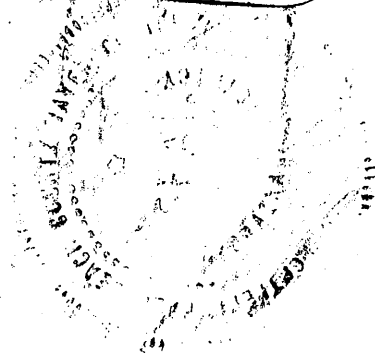
By: Pete Pimentel
Pete Pimentel, District Secretary

NORTHERN PALM BEACH COUNTY
WATER CONTROL DISTRICT

By: William Kerslake
William Kerslake, President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Ken Edwards
Ken Edwards, Legal Counsel



ATTEST:

By: C. Monica Uhlhorn
Monica Uhlhorn, Superintendent

SCHOOL BOARD OF PALM BEACH
COUNTY

By: Gail Bjork
Gail Bjork, Chairman

(INTENTIONALLY LEFT BLANK)

ATTEST:

LOXAHATCHEE GROVES WATER
CONTROL DISTRICT

By: William H. Thrasher
William H. Thrasher, District Director

By: Meredith Fox
Meredith Fox, Chairman of the Board of
Supervisors

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PARTICIPATION AGREEMENT

THIS AGREEMENT dated this _____ day of _____,
1993, entered into by and among _____,
a _____
(local government or service provider)

hereinafter "New Participant", and the various parties executing
the Interlocal Agreement dated October 1, 1993, hereinafter "Master
Agreement";

W I T N E S S E T H:

WHEREAS, an intergovernmental coordination program for
reviewing proposed changes to adopted comprehensive plans which
fully utilizes the existing Chapter 163 comprehensive planning
process with minimal bureaucracy and expense for local governments
and service providers has been established as evidenced by that
certain Interlocal Agreement dated October 1, 1993; and

WHEREAS, _____ desires to become a
participant under said agreement; and

WHEREAS, pursuant to Article IV, Section 1 of the Master
Agreement, participation is authorized upon the execution of this
unilateral Participation Agreement.

NOW, THEREFORE, in consideration of the mutual covenants
contained herein, it is agreed and understood by and among the
undersigned New Participant and the participants in the Master
Agreement as follows:

1. Upon execution of this Agreement and upon payment of the
annual participation fee prescribed in Article IV, Section 2 of the
Master Agreement, New Participant will become a participant in the

EXHIBIT
"A"

Master Agreement recorded in the Official Records at Book No. _____,
Page _____.

2. The New Participant shall enjoy all the privileges of, and shall be bound by all the terms and conditions of, the Master Agreement.

3. The participants in the Master Agreement agree to the inclusion of New Participant in accordance with Article IV, Section 1 of the Master Agreement as it is acknowledged that the inclusion of an additional participant furthers the intent and spirit of the Master Agreement and the ultimate goal of providing planning coordination among all local governments and service providers.

4. A copy of this Participation Agreement shall be filed with the Clerk of the Court in and for Palm Beach County and with the Clearinghouse.

5. This Participation Agreement shall be effective upon execution and filing pursuant to Paragraph 4 and shall continue in full force and effect unless New Member withdraws pursuant to Article XI, Section 7 of the Master Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by

as of the date and year indicated below.

By: _____

Its: _____

Date: _____

Issues Forum – 2019 Palm Beach County

1. Regional Transportation Network / Mobility Plans

- a. Multi-jurisdictional significance: As municipalities have increasingly sought to move towards adopting their own individual city mobility plans, the impact of these changes will be on a countywide level.
- b. The issue is not being adequately addressed at present: Currently, municipalities are seeking to repeal the County's transportation concurrency, proportionate fair-share and road impact fees without working with the County to formulate an acceptable system and supporting methodology for all communities.
- c. The Forum is the appropriate place to address the issue: Working collaboratively with all local governments to explore options to update and/or modify the existing Road Impact Fee system to address these changing needs would be appropriate at the Issues Forum.

2. Housing

- a. Multi-jurisdictional significance: In an effort to increase housing that is affordable, attainable and appropriate in Palm Beach County, the housing crisis rises to a multi-jurisdictional significance since it is not just one local government having to find solutions for housing to maintain a sustainable community but rather all local governments experiencing the lack of affordable housing.
- b. The issue is not being adequately addressed at present: While there are efforts underway from the Housing Steering Committee led by private sector, industry and non-profit organizations, the municipalities and the county could collaboratively work towards a solution to the housing crisis which have countywide impacts.
- c. The Forum is the appropriate place to address the issue: This effort requires broad participation from all local governments, including policy makers to make difficult decisions.

3. Sea Level Rise / Water Issues

- a. Multi-jurisdictional significance: Sea level rise is a countywide issue that not only affects the coastal communities through more frequent high-tide flooding events but could also affect inland communities as stormwater management systems are at risk of failing to meet capacity needs.
- b. The issue is not being adequately addressed at present: While the County is tasked to mitigate climate change impacts and develop adaptation strategies, it will need the support and cooperation of all communities to take part in, and be on board with, the resulting initiatives.
- c. The Forum is the appropriate place to address the issue: The Office of Resilience is currently working with some participating municipalities but would benefit from having the discussion at the Issues Forum level.

4. Hurricane Preparation

- a. Multi-jurisdictional significance: Hurricane preparation requires the input and cooperation of all jurisdictions within Palm Beach County.
- b. The issue is not being adequately addressed at present: While there are many participating municipalities working with the County through the damage assessment process, we need to address all cities and their damage assessment requirements and timing for reports at the time of an emergency event.
- c. The Forum is the appropriate place to address the issue: Through the Forum, Elected officials could discuss strategies for disseminating information and direct staff responsible for the damage assessment to participate in a countywide training for ensuring proper FEMA documentation.