

EXHIBIT A

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 any 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