



**BOARD OF COUNTY COMMISSIONERS**

**DATE:** April 15, 2014  
**AGENDA ITEM NO.** 16

**Consent Agenda** ☐

**Regular Agenda** ☒

**Public Hearing** ☐

**County Administrator's Signature:**

**Subject:**

Approval of the Interlocal Agreement for the Creation of the Metropolitan Planning Organization (MPO).

**Department:**

Planning and Development Services

**Staff Member Responsible:**

Sarah E. Ward, Interim Executive Director, MPO

**Recommended Action:**

IT IS RECOMMENDED THAT THE BOARD OF COUNTY COMMISSIONERS (BOARD):

- 1) APPROVE THE INTERLOCAL AGREEMENT FOR CREATION OF THE METROPOLITAN PLANNING ORGANIZATION AND AUTHORIZE THE CHAIR TO SIGN THE AGREEMENT AND THE CLERK TO ATTEST, AND
- 2) APPOINT THREE MEMBERS TO SERVE ON THE RE-ESTABLISHED MPO POLICY BOARD.

**Summary Explanation/Background:**

The attached Interlocal Agreement addresses the expansion of the MPO Board from 11 to 13 members, in accordance with the MPO's recently approved Reapportionment Plan. The Interlocal Agreement is to be signed by all 25 Pinellas County local governments, as well as the Florida Department of Transportation and the Pinellas Suncoast Transit Authority.

The two new seats on the MPO Board will be filled by an elected official representing the 10 Barrier Island Governments Council (BIG-C) communities and one representing the six Inland communities. All 16 communities were previously represented by the County Commissioners. The BIG-C communities being represented are Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach and Treasure Island. The Inland communities include Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole and South Pasadena.

The re-established MPO Board will include three (3) voting members representing the Board of County Commissioners. Presently, Commissioners Seel, Justice and Welch serve on the MPO and Commissioner Morroni serves on the Pinellas Planning Council (PPC). The Board will appoint three members to serve on the re-established MPO Board, which will also serve as the board for the PPC, in accordance with Chapter 2012-245, Laws of Florida, which seeks to align transportation planning and land use planning in Pinellas County.

**Fiscal Impact/Cost/Revenue Summary:**

N/A

**Exhibits/Attachments Attached:**

Contract Review

Interlocal Agreement for the Creation of the Metropolitan Planning Organization.

# 44464

**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

<b>PROJECT:</b> Interlocal Agreement for Creation of the Metropolitan Planning Organization (MPO)	
<b>CONTRACT NO.:</b> N/A	<b>ESTIMATED EXPENDITURE / REVENUE:</b> N/A (Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

**OTHER SPECIFICS RELATING TO THE CONTRACT:**

The attached Interlocal Agreement, to be signed by Pinellas' 25 local governments, FDOT and PSTA, addresses the expansion of the MPO Board from 11 to 13 members, in accordance with the MPO's recently approved Reapportionment Plan and Chapter 2012-245, Laws of Florida, pertaining to the unification of the MPO and Pinellas Planning Council (PPC) policy boards. The new unified board will include three (3) voting members representing the Board of County Commissioners.

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
<b>Originator:</b> Rick MacAulay, MPO Program Planner	3/25/14	RAM		
<b>Risk Mgmt:</b> Virginia Holscher	3/31/14	GW	Any Insurance Requirements OR Risk Fund. iss. will be in the Service agreement for PPC + MPO	Staff Services/ or MOU Comments noted - RAM
<b>Finance:**</b> Cassandra Williams	4/1/14	CBW		
<b>OMB:**</b> William M. Berger	4/2/14	L	Sec 2.02(g) - include with data, traffic counts on road segments or intersections? Sec 2.03 - definition of local government? last sentence? Sec 4.01(c) - Clearwater is BSC-C member	Comments noted - RAM
<b>Legal:</b> Jewel White, County Attorney's Office	4/2/14	JW		
<b>Assistant County Administrator or Executive Director:</b> Gordon Beardslee	3/25/14	GB on behalf of Larry Arrington		

Please return to Rick MacAulay By: ASAP.

All inquiries should be made to Rick MacAulay ext.45643.

\*\* See Contract Review Process

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**INTERLOCAL AGREEMENT FOR CREATION OF THE  
METROPOLITAN PLANNING ORGANIZATION**

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY OF PINELLAS; the CITIES OF BELLEAIR BEACH, BELLEAIR BLUFFS, CLEARWATER, DUNEDIN, GULFPORT, INDIAN ROCKS BEACH, LARGO, MADEIRA BEACH, OLDSMAR, PINELLAS PARK, SAFETY HARBOR, ST. PETE BEACH, ST. PETERSBURG, SEMINOLE, SOUTH PASADENA, TARPON SPRINGS, TREASURE ISLAND; the TOWNS OF BELLEAIR, BELLEAIR SHORE, INDIAN SHORES, KENNETH CITY, NORTH REDINGTON BEACH, REDINGTON BEACH, REDINGTON SHORES; and the PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA), collectively known as “the parties.”

**RECITALS**

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development;

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) and Section 339.175, Florida Statutes (F.S.), provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC §5303, 23 CFR §450.310(b), and Section 339.175(2), F.S., a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urbanized area to designate a Metropolitan Planning Organization;

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Pinellas County MPO for the Pinellas County urbanized area, herein after referred to as “the Metropolitan Planning Organization” or “the MPO”. Further, the parties approved by unanimous vote a reapportionment and boundary plan for presentation to the Governor on the 10<sup>th</sup> day of July 2013;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter to the MPO Chair dated the 13<sup>th</sup> day of February 2014, approved the reapportionment and boundary plan submitted by the MPO;

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175(10), F.S., an agreement must be entered into by the Department, the MPO, and the governmental entities and public transportation operators to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process;

WHEREAS, this Interlocal Agreement is required to create the Metropolitan Planning Organization and delineate the provisions for operation of the MPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with Section 339.175(10), F.S.;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with statutory requirements set forth in Section 163.01, F.S., relating to Interlocal Agreements; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

## **ARTICLE 1 RECITALS; DEFINITIONS**

Section 1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Interlocal Agreement.

Section 1.02. Definitions. The following words when used in this Interlocal Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Interlocal Agreement means and refers to this instrument, as may be amended from time to time.

Department means and refers to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, F.S.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon which includes transportation facilities; identifies a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134(c), Title 49 USC §5303, Title 23 CFR §450.322, and Section 339.175(7), F.S.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the MPO and the Governor for the urbanized area containing at least a population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303, and Section 339.175(2)(c) and (d), F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2), 49 USC §5303, and Section 339.175(1), F.S.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §134(j), 49 USC §5303, 23 CFR §450.324 and Section 339.175(8), F.S.

Unified Planning Work Program (UPWP) is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175(9), F.S.

## **ARTICLE 2 PURPOSE**

Section 2.01. General Purpose. The purpose of this Interlocal Agreement is to re-establish the MPO and recognize the boundary and reapportionment approved by the Governor. This Interlocal Agreement shall serve:

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for the metropolitan planning area;
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan planning area in cooperation with the Department;
- (d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340; and
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Section 2.02. Major MPO Responsibilities. The MPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The LRTP;
- (b) The TIP;
- (c) The UPWP;
- (d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;

- (e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;
- (f) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with the Department and Consistency with Comprehensive Plans. Chapter 334, F.S., grants broad authority for the Department's role in transportation. Section 334.044, F.S., includes the legislative intent declaring that the Department shall be responsible for coordinating the planning of a safe, viable, and balanced state transportation system serving all regions of the State. Section 339.155, F.S., requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, MPO plans, and approved local government comprehensive plans. Section 339.175(5), F.S., specifies the authority and responsibility of the MPO and the Department to manage a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, F.S., the parties to this Interlocal Agreement acknowledge that decisions made by the MPO will be coordinated with the Department. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

### **ARTICLE 3 MPO ORGANIZATION AND CREATION**

Section 3.01. Re-establishment of MPO. The MPO for the metropolitan planning area as described in the membership reapportionment plan approved by the Governor is hereby created and re-established pursuant to this Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the Pinellas County MPO.

Section 3.02. MPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Interlocal Agreement, the MPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of MPO. The governing board re-established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the MPO, and will be responsible for coordinating the cooperative decision-making process of the MPO's actions, and will take required actions as the MPO.

Section 3.04. Data, reports, records, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

Section 3.05. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on MPO's projects.

#### **ARTICLE 4**

#### **COMPOSITION; MEMBERSHIP; TERMS OF OFFICE**

Section 4.01. Composition and membership of governing board.

- (a) The membership of the MPO shall consist of 13 voting members and one (1) non-voting advisor. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows: three (3) voting members representing the Pinellas County Board of County Commissioners; two (2) voting members representing the City of St. Petersburg; one (1) voting member for each of the following cities: Pinellas Park, Dunedin, Clearwater, Largo; one (1) rotating voting member representing the cities of Oldsmar, Safety Harbor and Tarpon Springs; one (1) rotating voting member representing the following Inland Communities: Belleair, Belleair Bluffs, Gulfport, Seminole, South Pasadena, Kenneth City; one (1) rotating voting member representing the following communities which comprise the Barrier Islands Government Council (BIG-C): Belleair Beach, Indian Rocks Beach, Madeira Beach, St. Pete Beach, Treasure Island, Belleair Shore, Indian Shores, North Redington Beach, Redington Beach, Redington Shores; one (1) voting member representing the Pinellas Suncoast Transit Authority (PSTA); and one (1) non-voting advisor representing the Department.
- (b) All voting representatives shall be elected officials of general purpose local governments, except to the extent that the MPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.
- (c) The voting membership of an M.P.O. shall consist of not fewer than 5 or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations and shall be in compliance with 339.175(3) F.S.
- (d) In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. Except as provided for below, the term of office of members of the MPO shall be four years. The term of office for the OLDSMAR/SAFETY HARBOR/TARPON SPRINGS consortium of municipalities shall be two (2) years, on a biennial rotating basis. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms.

The term of the rotating voting member representing the aforementioned BIG-C communities shall be two years, however, the appointed elected official may be reappointed for up to four successive two-year terms, for a maximum term of eight years. The BIG-C, by majority vote, shall recommend appointments from nominations of elected officials provided by individual member municipalities. The municipal government board on which the recommended elected official serves shall confirm the appointment and transmit the name of the appointee to the MPO. If the appointed elected official is unable to complete their two-year term for any reason, the same procedure used for the original appointment by the BIG-C and the appointing municipality shall be followed.

The term of the rotating voting member representing the aforementioned Inland Communities shall be two years. The order of rotation shall be Gulfport, Belleair, South Pasadena, Belleair Bluffs, Kenneth City and Seminole. If a city/town decides to defer its term of appointment, the process will proceed to the next city/town in the order shown and the deferring city/town will go to the end of the rotational order. Finally, if the appointed elected official is unable to complete their two-year term, that City/Town Commission or Council will appoint another elected official for the balance of the term.

## **ARTICLE 5**

### **AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES**

Section 5.01. General authority. The MPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(5) and (6), F.S.

Section 5.02. Specific authority and powers. The MPO shall have the following powers and authority:

- (a) As provided in Section 339.175(6)(g), F.S., the MPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;
- (b) As provided in Section 163.01(14), F.S., the MPO may enter into contracts for the performance of service functions of public agencies;
- (c) As provided in Section 163.01(5)(j), F.S., the MPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), F.S., the MPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources;
- (e) The MPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and
- (f) The MPO shall have such powers and authority as specifically provided in Section 163.01 and Section 339.175(5) and (6), F.S., and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. In addition to those duties and responsibilities set forth in Article 2, the MPO shall have the following duties and responsibilities:



- (a) As provided in Section 339.175(6)(d), F.S., the MPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(6)(e), F.S., the MPO shall create and appoint a citizens' advisory committee;
- (c) As provided in Section 163.01(5)(o), F.S., the MPO membership shall be jointly and severally liable for liabilities, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board;
- (d) As provided in Section 339.175(9), F.S., the MPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;
- (e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339, F.S., and other applicable state and local laws;
- (f) As provided in Section 339.175(10)(a), F.S., the MPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;
- (g) Perform such other tasks presently or hereafter required by state or federal law;
- (h) Execute certifications and agreements necessary to comply with state or federal law; and
- (i) Adopt operating rules and procedures.

## **ARTICLE 6**

### **FUNDING; INVENTORY REPORT; RECORD-KEEPING**

Section 6.01. Funding. The Department shall allocate to the MPO for performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds consistent with the approved planning funds formula.

Section 6.02. Inventory report. The MPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. The Department and the MPO shall prepare and retain all records in accordance with federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR §18.42, and Chapter 119, F.S.

Section 6.04. Compliance with laws. All parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received

by the parties in conjunction with this Agreement. Specifically, if a party is acting on behalf of a public agency the party shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the party.
- (b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the party upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

## **ARTICLE 7 MISCELLANEOUS PROVISIONS**

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the MPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

- (a) Duration. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.
- (b) Withdrawal procedure. Any party, except Pinellas County and the City of St. Petersburg, as the United States Bureau of the Census designated largest incorporated city, may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the MPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:
  - (1) The withdrawing member and the MPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories

to this Interlocal Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and

(2) The MPO shall contact The Office of the Governor and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership is appropriate. The Governor and the MPO shall review the previous MPO designation, applicable federal, state and local law, and MPO rules for appropriate revision. In the event that another entity is to be afforded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(l)(2), adding membership to the MPO does not automatically require redesignation of the MPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the MPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the MPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Interlocal Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

See Exhibit A (attached) for the address of record for all signatories to this Interlocal Agreement.

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 7.05. Interpretation.

- (a) Drafters of the Interlocal Agreement. The Department and the members of the MPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.
- (b) Severability. Invalidity of any one of the provisions of this Interlocal Agreement or any part, clause or word, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Interlocal Agreement, the following rules of construction shall apply unless the context indicates otherwise:
  - (1) The singular of any word or term includes the plural;
  - (2) The masculine gender includes the feminine gender; and
  - (3) The word “shall” is mandatory, and “may” is permissive.

Section 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Interlocal Agreement by any party hereto, each party shall bear its own costs and attorney’s fees in connection with such proceeding.

Section 7.07. Interlocal Agreement execution; Use of counterpart signature pages. This Interlocal Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

- (a) Effective date. This Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.
- (b) Recordation. The MPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original, or any amendment, shall be returned to the MPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby re-establish the above designated MPO.

Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

BY: \_\_\_\_\_

TITLE: Karen Williams Seel, Chairman  
Pinellas County Board of County Commissioners

ATTEST: \_\_\_\_\_

TITLE: Ken Burke, Clerk of the Circuit Court

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By  \_\_\_\_\_  
Attorney

Exhibit A

Mayor Gary Katica  
Town of Belleair  
901 Ponce DeLeon Boulevard  
Belleair, FL 33756-1096

Mayor Rob Baldwin  
City of Belleair Beach  
444 Causeway Boulevard  
Belleair Beach, FL 33786-3399

Mayor Chris Arbutine  
City of Belleair Bluffs  
2747 Sunset Boulevard  
Belleair Bluffs, FL 33770-1978

Mayor John Robertson  
Town of Belleair Shore  
620 Gulf Boulevard  
Belleair Shore, FL 33786-3351

Mayor George Cretekos  
City of Clearwater  
112 South Osceola Avenue  
Clearwater, FL 33756-5106

Mayor Dave Eggers  
City of Dunedin  
542 Main Street  
Dunedin, FL 34698

Mayor Samuel Henderson  
City of Gulfport  
2401 53<sup>rd</sup> Street South  
Gulfport, FL 33737

Mayor R.B. Johnson  
City of Indian Rocks Beach  
1507 Bay Palm Boulevard  
Indian Rocks Beach, FL 33785-2899

Mayor James Lawrence  
Town of Indian Shores  
19305 Gulf Boulevard  
Indian Shores, FL 33785-2257

Mayor Teresa Zemaitis  
Town of Kenneth City  
6000 54<sup>th</sup> Avenue North  
Kenneth City, FL 33709-3699

Mayor Pat Gerard  
City of Largo  
201 Highland Avenue NE  
Largo, FL 33770-2512

Mayor Travis Palladeno  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL 33708-1916

Mayor William Queen  
Town of North Redington Beach  
190 173<sup>rd</sup> Avenue  
North Redington Beach, FL 33708-1397

Mayor Doug Bevis  
City Oldsmar  
100 State Street West  
Oldsmar, FL 34677-3655

Mayor Sandra Bradbury  
City of Pinellas Park  
5141 78<sup>th</sup> Avenue North  
Pinellas Park, FL 33781-2456

Mayor Nick Simons  
Town of Redington Beach  
105 164<sup>th</sup> Avenue  
Redington Beach, FL 33708-1519

Mayor Bert Adams  
Town of Redington Shores  
17425 Gulf Boulevard  
Redington Shores, FL 33708-1299

Mayor Andy Steingold  
City of Safety Harbor  
750 Main Street  
Safety Harbor, FL 34695-3597  
Mayor Maria Lowe  
City of St. Pete Beach  
155 Corey Avenue  
St. Pete Beach, FL 33706-1701

Mayor Rick Kriseman  
City of St. Petersburg  
175 5<sup>th</sup> Street North  
St. Petersburg, FL 33701-3708

Mayor Leslie Waters  
City of Seminole  
9199 113<sup>th</sup> Street North  
Seminole, FL 33772-5226

Mayor Dan Calabria  
City of South Pasadena  
7047 Sunset Drive South  
South Pasadena, FL 33707-2895

Mayor David Archie  
City of Tarpon Springs  
324 Pine Street East  
Tarpon Springs, FL 34689-5004

Mayor Bob Minning  
City of Treasure Island  
120 108<sup>th</sup> Avenue  
Treasure Island, FL 33706-4702

Mr. Brad Miller, CEO  
Pinellas Suncoast Transit Authority  
3201 Scherer Drive  
St. Petersburg, FL 33716

Mr. Paul Steinman, District VII Secretary  
Florida Department of Transportation  
District VII  
11201 N. McKinley Drive, MS #7-100  
Tampa, FL 33612

Commissioner Karen Seel, Chairman  
Pinellas County  
Board of County Commissioners  
315 Court Street  
Clearwater, FL 33756-5165