



City of South Pasadena

7047 SUNSET DRIVE SOUTH
SOUTH PASADENA, FLORIDA 33707
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AGENDA

ADMINISTRATIVE WORKSHOP
SOUTH PASADENA, FLORIDA

TUESDAY, SEPTEMBER 3, 2024
FOLLOWING THE AGENDA MEETING
(APPROXIMATELY 9:05 A.M.)

CALL TO ORDER
ROLL CALL

DISCUSSION ITEMS

- City Audit Presentation with Peter Schatzel of Wells, Houser & Schatzel, P.A.
- Auditor Selection Committee Recommendation to Select Marcum LLP for Independent Auditing Services
- Creation of the Pinellas County Metropolitan Planning Organization

ADJOURN

Carley Lewis

Carley Lewis, City Clerk

This meeting is open to the public. Ordinances may be inspected by the public in the office of the City Clerk at City Hall from 8:00 a.m. to 4:00 p.m. Monday through Friday with the exception of holidays. Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City of South Pasadena is committed to providing reasonable accommodation for access for the disabled. In accordance with the Americans with Disabilities Act and F.S. 286.26, anyone needing assistance with regard to this meeting should contact the City Clerk's Office in writing at least 48 hours prior to the meeting. For more information or assistance please contact the City Clerk's office at 727-347-4171.

CITY OF SOUTH PASADENA

HIGHLIGHTS OF AUDITED FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2023

OVERALL

The City of South Pasadena continues to remain in sound financial condition. This assessment takes into consideration that the City took on bonded indebtedness of \$9,900,000 in fiscal year 2023.

We found the City's accounting records to be accurate and complete. We did not note any unsupportable transactions nor did we have any disagreements with management pertaining to accounting principles. We received the full cooperation and support of the City's staff and they provided assistance whenever requested.

INDEPENDENT AUDITOR'S REPORT – PAGE 1

Independent Auditor's Report - this is the primary report issued by the auditors wherein we express our opinion that the City's financial statements are fairly presented in accordance with generally accepted accounting principles. This is the highest level of assurance that a certified public accountant can give.

FUND LEVEL - BALANCE SHEET – GOVERNMENTAL FUNDS – PAGE 24

- General Fund cash was \$5,170,026 as of 9-30-23, an increase of \$1,053,549 compared to 2022.
- Capital Improvements Fund cash was \$12,753,318 as of 9-30-23, including \$5,711,857 that is restricted for the Penny for Pinellas and \$6,476,348 of unexpended bond proceeds. The cash balance increased \$4,367,396 compared to 2022 and the Penny for Pinellas reserve decreased \$668,041 from 2022.

FUND LEVEL - RESULTS OF OPERATIONS – GOVERNMENTAL FUNDS – PAGES 26 AND 65 TO 68

- The General Fund revenues exceeded expenditures by \$1,483,278 prior to the transfer to the Capital Improvements (CI) Fund of \$213,184. A surplus of \$292,215 was budgeted for 2023 excluding the budgeted transfer to the CI Fund of \$292,215 (page 68). The overall favorable budget variance of \$1,270,094 (page 68) for 2023 between actual results and the amounts budgeted came about partly due to revenues exceeding the budget by \$556,266 (page 66) primarily in the area of intergovernmental revenues (\$180,366) (page 65), interest income (\$166,061) (page 66), and licenses and permits (\$146,006) (page 65). Additionally, actual expenditures were \$634,797 below budget in the areas of: Legislative - \$29,695, Finance and Administration - \$54,882, Fire - \$159,198, Protective Inspections \$64,397, Public Works - \$15,256, Contingencies - \$338,820 and the transfer to the Capital Improvements Fund - \$79,031 (pages 66, 67 and 68).
- General fund revenues increased \$1,538,554 from 2022 (page 66) (Ad valorem taxes - \$897,925, building permits - \$199,513, Pinellas County EMS funding - \$62,939 and interest income \$176,238) (pages 65 and 66). Expenditures increased \$436,598 compared to 2022 (increases: Finance and Administration - \$53,945, Law Enforcement - \$38,400, Fire - \$131,596, Protective Inspections \$124,530, and Public Works \$91,819) (pages 66 and 67).

FUND LEVEL - RESULTS OF OPERATIONS – ENTERPRISE FUNDS – PAGES 29, 82 AND 83

- The Sewer Fund operated at an overall profit of \$51,134 and the Reclaimed Water Fund also operated at an overall profit of \$41,931 (page 29).
- Sewer Fund charges for services decreased \$4,760 from 2022 and were \$2,576 below the amount budgeted (page 82). Sewer expenditures increased \$12,931 compared to 2022 due primarily to an increase in sewer processing charges of \$76,605 (page 82).
- Reclaimed Water revenues increased \$4,886 from 2022 and were \$4,997 above the amount budgeted (page 83). Reclaimed water expenditures increased \$295,582 compared to 2022 due primarily to increases in capital expenditures of \$277,849 and reclaimed water fees paid to Pinellas County in the amount of \$20,715 (page 83).

FIDUCIARY FUND – PAGES 32 AND 70

- The Firefighters' Pension Fund Net Position (fund balance) increased \$719,984 in 2023 to \$7,664,274 (page 32) as a result of an increase in the fair value of investments (combined unrealized and realized gains and losses) of \$561,957. The Firefighters' Pension Fund Net Position decreased \$1,353,004 in 2022 due to a significant decline in the stock market.
- The unfunded net pension liability for the Firefighters' Pension is \$3,965,922 (page 70) as of October 1, 2022 (the measurement date is always one year in arrears). Although not yet reported in the City's annual financial report, the unfunded pension liability as of October 1, 2023 is \$3,545,481 and the plan is 68.4% funded as of that date compared to being 63.7% funded as of October 1, 2022.

AUDITOR'S REPORT ON COMPLIANCE – PAGE 121

- We reported that the City was in compliance with laws and regulations pertaining to finances and that there were no significant weaknesses in internal controls.

CITY OF SOUTH PASADENA							
AUDIT HIGHLIGHTS - SEPTEMBER 30, 2023							
EXECUTIVE SUMMARY OF FINANCIAL POSITION AND RESULTS OF OPERATIONS							
				Capital			
			General	Improvements	Sewer	Reclaimed	2023
			Fund	Fund	Fund	Water Fund	Total
							2022
							Total
FINANCIAL POSITION AT 9-30-23							
		Cash and investments	\$ 5,170,026	\$ 12,753,318	\$ 2,126,234	\$ 1,778,678	\$ 21,828,256
							\$ 16,359,100
		Fund balance excluding amounts not available					
		for operations (prepaids and invested in capital assets)	\$ 4,771,415	\$ 12,188,205	\$ 2,163,318	\$ 1,789,646	\$ 20,912,584
							\$ 13,807,197
		Number of months of 2023 operating expenditures					
		in fund balance amount	8.3	N/A	17.1	73.7	
		2022	6.5	N/A	16.3	86.8	
		2021	6.4	N/A	15.5	88.4	
		2020	6.3	N/A	17.4	98.5	
		2019	6.8	N/A	16.0	104.2	
		2018	6.7	N/A	18.2	85.2	
		2017	6.6	N/A	16.0	88.0	
		2016	6.4	N/A	16.8	79.7	
		2015	5.4	N/A	19.0	80.0	
		2014	6.8	N/A	19.2	74.4	
		2013	8.3	N/A	19.2	65.9	
RESULTS OF OPERATIONS YEAR ENDED 9-30-23							
		Total revenues (excluding transfers and bond proceeds)	\$ 8,379,926	\$ 3,455,321	\$ 1,570,124	\$ 333,388	\$ 13,738,759
		Total expenditures / expenses (excluding transfers)	6,896,648	7,797,203	1,518,990	291,457	16,504,298
		Excess (Deficit) of revenues over expenditures	\$ 1,483,278	\$ (4,341,882)	\$ 51,134	\$ 41,931	\$ (2,765,539)
							\$ 844,778
		Prior year excess (deficit):					
		2022	\$ 376,617	\$ 415,169	\$ 59,461	\$ (6,469)	\$ 844,778
		2021	\$ 259,060	\$ 314,903	\$ (27,694)	\$ (23,727)	\$ 522,542
		2020	\$ (15,273)	\$ 109,266	\$ 94,136	\$ (6,025)	\$ 182,104
		2019	\$ 207,399	\$ 488,789	\$ (11,974)	\$ 32,259	\$ 716,473
		2018	\$ 204,956	\$ 351,755	\$ (28,774)	\$ (3,802)	\$ 524,135
		2017	\$ 88,450	\$ (446,633)	\$ (127,737)	\$ 6,118	\$ (479,802)
		2016	\$ 332,846	\$ 235,176	\$ (169,736)	\$ (6,460)	\$ 391,826
		2015	\$ (471,092)	\$ (54,930)	\$ (114,260)	\$ 9,494	\$ (630,788)
		2014	\$ (531,159)	\$ 216,069	\$ (112,710)	\$ 14,642	\$ (413,158)
		2013	\$ (463,396)	\$ (684,564)	\$ (121,128)	\$ 15,585	\$ (1,253,503)
		Prior 10 Years Total	\$ (388,209)	\$ 529,831	\$ (619,877)	\$ 38,084	\$ (440,171)
		Prior 10 Years Average	\$ (38,821)	\$ 52,983	\$ (61,988)	\$ 3,808	\$ (44,017)



**Presentation for Independent Audit Services for
The City of South Pasadena, Florida
RFP #2024-01**

August 28, 2024 | Presented by: Moe Ariza and
Scott Montgomery

[marcumllp.com](https://www.marcumllp.com)

201 E Kennedy Blvd, Suite 1500 | Tampa, FL 33602

About Marcum

- ▶ More than 70-year history of helping clients resolve their greatest business and personal financial challenges.
- ▶ Florida Offices located in:
 - Tampa, West Palm Beach, Miami, and Fort Lauderdale
- ▶ We service over 600 government entities a year
- ▶ Performs over 200 Federal and State Single Audits per year
- ▶ Firm Members of:
 - Florida Government Finance Officers Association (FGFOA)
 - Florida League of Cities
 - Florida Association of Special Districts (FASD)

Marcum LLP is a **national accounting and advisory services firm** dedicated to helping entrepreneurial, middle-market companies and government entities achieve their goals.

Since 1951, clients have chosen Marcum for our insightful guidance in helping them forge pathways to success, whatever challenges they're facing.

Marcum offers a complete spectrum of tax, assurance and advisory services, as well as an extensive portfolio of industry-focused practices with specialized experience for both privately held and publicly registered companies, and governmental and public administration entities.

CLIENT-DRIVEN

Our professionals, most of who have been focused in the public sector throughout their entire careers, have an in-depth understanding of the complex challenges governments face. Our knowledge, experience, and commitment to the public sector helps us serve in the best interest of each client.

COMMITMENT TO EXCELLENCE

From the way we service clients to the training and development of our professionals, Marcum is committed to excellence in every aspect of our operation.

Visit marcumllp.com for a complete list of our services.

Engagement Team Members



Moe D. Ariza
CPA, CGMA

**Lead
Engagement
Partner**



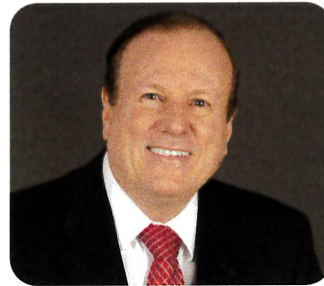
Beila Sherman
CPA

**Quality Review
Director**



Joe Layne
CISA, CISM, MSCA,
PCIP

**IT Risk Audit
Partner**



**Scott
Montgomery**
CPA

**Senior Audit
Manager**



Elda Santoro
CPA

Audit Senior

Why Marcum?

Top 13

Firm Nationwide

4,100

Associates

550

Partners

- ▶ Value + Innovation + Productivity
- ▶ Local Presence – on-site, effective audits
- ▶ Proactive involvement and ongoing communication on a 24/7 basis
- ▶ Larger firm with extensive resources with the attention and personalized approach of a smaller firm
- ▶ During the audit contract period, there will be new GASB pronouncements, many of which may be significant, and we will **assist the City in their implementation efforts at no additional cost**
- ▶ Competitive audit fees – **no travel related costs**
- ▶ Track record and history demonstrates our commitment to meeting deadlines imposed by our government clients

Value + Innovation + Productivity

VALUE

Local firm approach and presence serving the government sector for more than 70 years

A national **Top 13** firm with a local team

Extensive Florida government experience



INNOVATION

Paperless environment

Use of INFLO

Use of Data Extraction Software



PRODUCTIVITY

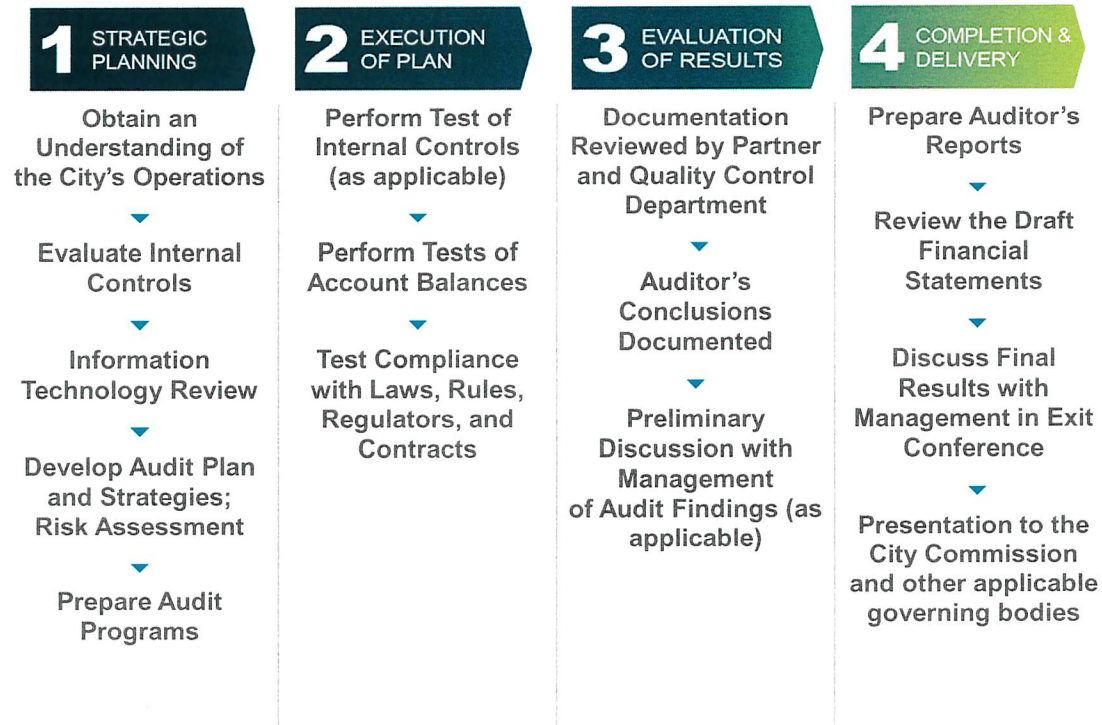
Competitive audit fees

Free 8-hour annual training

No additional cost for guidance regarding implementation of new GASB's



Audit Methodology

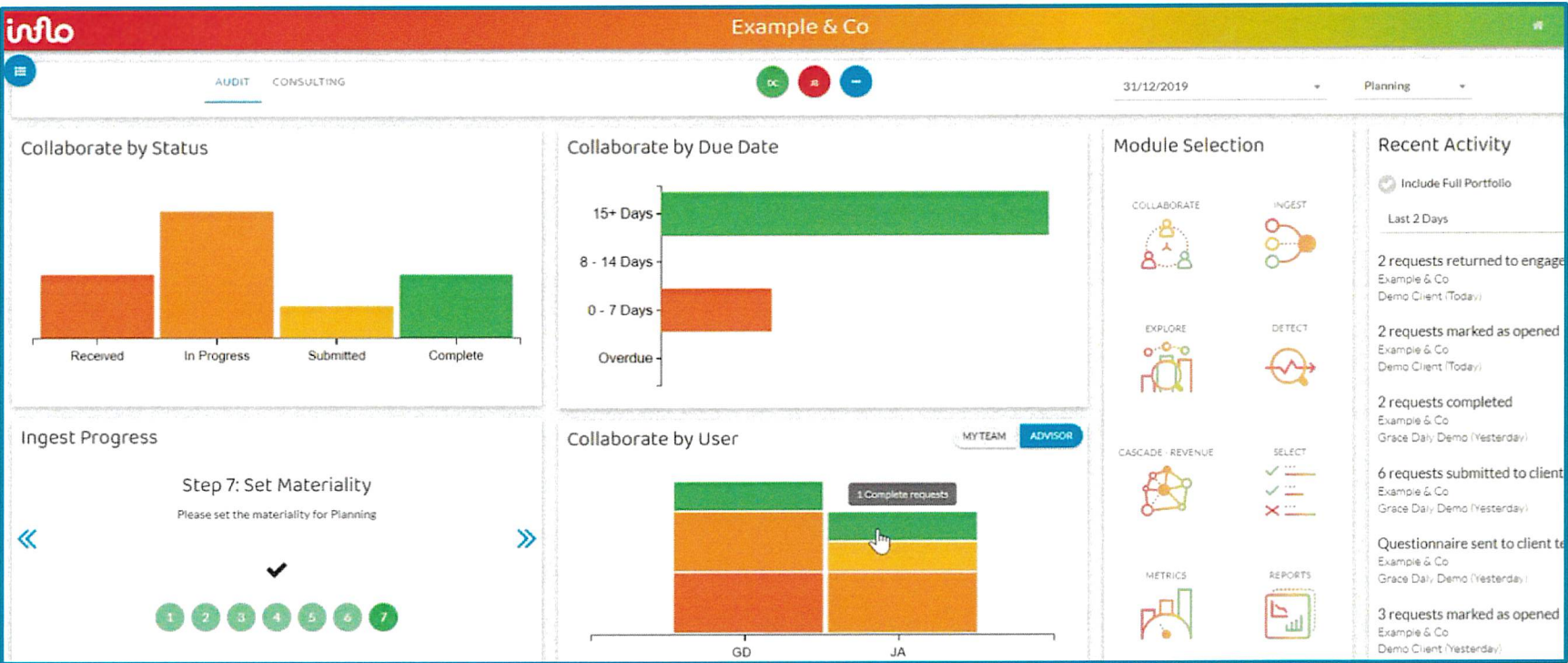




I.T Approach

- ▶ Tailored to the City's IT environment and risk evaluation, our procedures may include:
 - Application-Level Controls, including, but not limited to:
 - Logical Access and Segregation of Duties
 - Date Integrity and Reporting Controls
 - Configuration Repository and Baseline
 - Maintenance of Configuration Items
 - ▶ General IT Controls, that may include, but not limited to:
 - IT Governance / Cyber Security / Information Security
 - Change Management
 - Business Continuity and Disaster Recovery Planning
 - E-Government
- ▶ Third Party Management
- ▶ Financial Accounting Business Cycle, including master data maintenance, journal processing, reconciliation and financial reporting
 - Maintenance process
 - Logical Access
 - Closing procedures
- ▶ Expenditure Business Cycle, including master data maintenance, PO entry, invoice processing and processing disbursements
- ▶ Security Administration, including security parameters (e.g. password, timeout), SYSADMIN account, remote access, data dictionary changes, and access reviews

Marcum INFLO



Marcum System of Quality Control

- ▶ Extensive system of quality control (QC)
 - Review of engagements by the QC Director prior to issuance of the report
 - Annual inspection/monitoring of our system of quality control
 - Peer Review Team Captain Experience
 - Continuing Professional Education (CPE) – Marcum U
 - Members of the special review committee for the GFOA Certificate of Achievement for Excellence in Financial Reporting Program
 - One hundred (100) percent of our clients that apply for the GFOA Certificate of Achievement for Excellence in Financial Reporting have received the certificate during our tenure as auditors.
- ▶ Member of AICPA Governmental Audit Quality Center
- ▶ No litigation claims against the firm, specifically in Florida and none ever relative to our government practice



Experience, Experience, Experience

- ▶ Our track record and history demonstrates our commitment to meeting deadlines imposed by our government clients.
- ▶ County's, State Agencies, Local Municipalities (City's, Villages, Towns), School Districts, Special Districts, Public Utilities, Airports, Housing Authorities and Pension Trusts

70
▼
years serving
government
entities

300
▼
annual
government
entity audits

400
▼
annual
benefit plan
audits

200
▼
annual
federal and state
single audits

Marcum Governmental Symposium

- ▶ We provide an 8-hour training through our Annual Government Symposium to all your finance personnel at no cost.
- ▶ The firm and our team members are active members with the GFOA, FGFOA, and the Florida League of Cities.



Marcum Gives Back

The mission of Marcum Foundation is to support causes that focus on **improving the health and wellbeing of children.**

Marcum Foundation strives to be a leading contributor of time & money to organizations offering fundamental human services to children in our local communities.

We envision a world where no child has to worry about their basic needs.

The Foundation raises funds and volunteers for select charities through special events, associate giving and other initiatives.

ASSISTANCE TO ORGANIZATIONS IN THESE AREAS:



Charitable Initiatives:

- ▶ Employee Giving Program
- ▶ Firm-wide Day of Service
- ▶ St. Jude Walk/Run
- ▶ Annual Charity Golf Outing
- ▶ Other National & Local fundraising and charity events in all Marcum offices

Raised more than
\$8.7 million
since inception

Marcum Gives Back



Raised more than
\$8.7 million
since inception

Firm Rankings

NATIONAL

#13 in the U.S.
Accounting Today



#16 in the U.S.
INSIDE Public Accounting



#1 in the U.S.
Accounting Today



#11 in the U.S.
Vault Top Ranked



FLORIDA

Florida Trend
Best Companies
To Work For in Florida 2024



Questions?




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THANK YOU

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Those seeking such advice should contact a Marcum professional to establish a client relationship.



August 14, 2024

The Honorable Arthur Penny, Mayor
City of South Pasadena
7047 Sunset Drive South
South Pasadena, FL 33707

Re: Forward Pinellas Reapportionment Plan – Amended Interlocal Agreement

Dear Mayor Penny:

As you are aware, Forward Pinellas coordinates countywide land use and transportation planning to support the 25 local governments in Pinellas County. In doing so, it functions in two capacities. One as the Pinellas Planning Council (PPC) and the other as the Pinellas County Metropolitan Planning Organization (MPO). Metropolitan planning organizations are governed by federal and state law and are required to exist in each urbanized area greater than 50,000 residents, as designated by the Census.

The Forward Pinellas Board is now comprised of 13 members, representing eight (8) municipal governments, the Pinellas County Commission, and the Pinellas Suncoast Transit Authority (PSTA). Three of the municipal government seats are shared by multiple cities and rotate every two years, enabling the board to represent all 25 local governments.

In accordance with Section 339.175, F.S., the Governor is required to review the membership composition of each metropolitan planning organization (MPO) in conjunction with the decennial Census, and to reapportion it as necessary to comply with state and federal requirements. The Reapportionment Plan is necessary to identify the voting membership and seat terms for Forward Pinellas, both in its role as the MPO and as the PPC.

On September 13, 2023, the Forward Pinellas Board voted unanimously to adopt a resolution approving a membership Reapportionment Plan, which is enclosed for your review. That Plan was subsequently transmitted to the Governor. This week we received a letter from the Governor approving the recommended Plan.

Highlights of the new Plan include the following:

- Updating city and county population totals based on the 2020 U.S. Census;
- Reapportionment of the governing board from 13 to 19 members;
- Adding two seats for the City of St. Petersburg due to increased population;


- Adding a seat for the City of Clearwater due to increased population;
- Adding a seat for Tarpon Springs due to increased population;
- Adding a seat for the Pinellas County Commission due to increased population;
- Requiring one of the County Commission seats be from an at-large district.
- Splitting the current Inland Communities seat into two seats to allow for shorter rotation times;
 - **Inland North:** Belleair, Belleair Bluffs and Seminole
 - **Inland South:** Gulfport, South Pasadena, Kenneth City
- Lengthening the term for rotating seats from two years to three years;

With the Governor's approval letter in hand, it is now necessary to amend the Interlocal Agreement for the Creation of the Pinellas County MPO, which was originally executed in October of 2014, to allow for the expansion of the board membership. The local governments, PSTA and FDOT are required signatories on the amended agreement. Each entity with seats on the new board will have 60 days from the date of the Governor's letter, or until October 7, 2024, to make its appointment(s) to the new board which will be seated in January 2025. To that end, we are asking that you place this item on an upcoming agenda as soon as reasonably possible. We are happy to attend the meeting at your discretion to provide additional information and answer any questions as needed. This can be done with or without a formal presentation by our staff.

Please find attached the original 2014 interlocal agreement for the creation of the MPO, the amendment to the interlocal agreement, the Reapportionment Plan, a slide showing the new board composition and the letter from the Governor.

As always, we appreciate your support and the opportunity to serve your community, Pinellas County, and the region. Please feel free to contact me at (727) 464-8712 or by email at wblanton@forwardpinellas.org if you have any questions or need any additional information.

Sincerely,



Whit Blanton FAICP
Executive Director

Cc: Carley Lewis, City Clerk
Councilor Chris Burke

Attachments

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 15th day of October, 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 21st 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 10th day of July 2013;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter to the MPO Chair dated the 13th 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(2)(b), (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 shall be liable for any liabilities incurred by the MPO, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, the approval of settlements of claims by its governing board, or in any other manner agreed upon by the MPO. Nothing contained herein shall constitute a waiver by any party of its sovereign immunity or the provision of section 768.28, F.S.
- (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 Agreement 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(1)(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:

TOWN OF BELLEAIR

PINELLAS COUNTY, FLORIDA

BY: 
Gary H. Katica

TITLE: Mayor

ATTEST: 
Donna Carlen

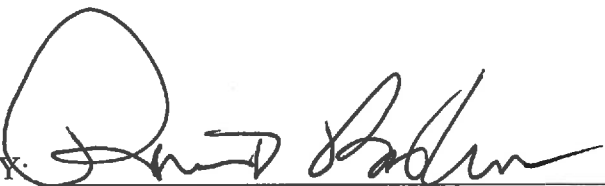
TITLE: Town Clerk
(Seal)

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

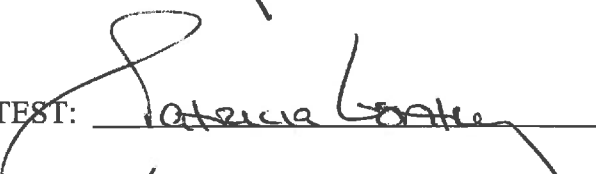
Signed, Sealed and Delivered in the presence of:

CITY OF BELLEAIR BEACH

PINELLAS COUNTY, FLORIDA

BY:  _____

TITLE: Mayor _____

ATTEST:  _____

TITLE: City Clerk _____
(Seal)

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

Signed, Sealed and Delivered in the presence of:

CITY OF BELLEAIR BLUFFS

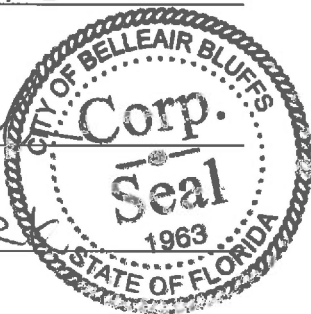
PINELLAS COUNTY, FLORIDA

BY: Joseph A. Barkley Jr.

TITLE: VICE-MAYOR

ATTEST: Donna Lee

TITLE: CITY CLERK
(Seal)



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

Signed, Sealed and Delivered in the presence of:

TOWN OF BELLEAIR SHORE

PINELLAS COUNTY, FLORIDA

BY: 

TITLE: Mayor.

ATTEST: _____

TITLE: _____
(Seal)

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

Signed, Sealed and Delivered in the presence of:

CITY OF CLEARWATER

PINELLAS COUNTY, FLORIDA

BY: SEE BELOW

TITLE: _____

ATTEST: _____

TITLE: _____

(Seal)

Countersigned:

CITY OF CLEARWATER, FLORIDA

-George N. Cretekos

George N. Cretekos
Mayor

By: William B. Horne II

William B. Horne II
City Manager

Approved as to form:

Camilo A. Soto
Camilo A. Soto
Assistant City Attorney

Attest:

Rosemarie Call
Rosemarie Call
City Clerk



I hereby certify that this is a true and correct copy of the original as it appears in the files of the City of Clearwater. Witness my hand and official seal of the City of Clearwater.
This 4 day of September, 2014

Rosemarie Call
City Clerk

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

Signed, Sealed and Delivered in the presence of:

CITY OF DUNEDIN

PINELLAS COUNTY, FLORIDA

BY: 

Dave Eggers
Mayor

TITLE: _____

ATTEST:  8/7/14

Denise M. Schlegel
City Clerk

TITLE: _____

(Seal)

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

Signed, Sealed and Delivered in the presence of:

CITY OF GULFPORT

PINELLAS COUNTY, FLORIDA

BY: *Thomas E. O'Reilly*

TITLE: *City Manager*

ATTEST: *Lucy Dwyer*

TITLE: *City Clerk*
(Seal)

Approved as to Form

Andrew Salzman
Andrew Salzman, City Attorney

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

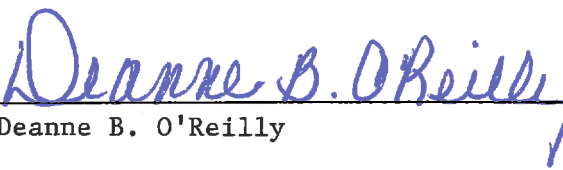
Signed, Sealed and Delivered in the presence of:

CITY OF INDIAN ROCKS BEACH

PINELLAS COUNTY, FLORIDA

BY: 
R.B. Johnson

TITLE: Mayor-Commissioner

ATTEST: 
Deanne B. O'Reilly

TITLE: City Clerk
(Seal) R2014-60

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

Signed, Sealed and Delivered in the presence of:

TOWN OF INDIAN SHORES

PINELLAS COUNTY, FLORIDA

BY: 
JAMES J. LAWRENCE

TITLE: MAYOR

ATTEST: 
ELAINE JACKSON, MMC

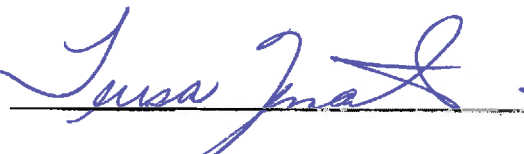
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(Seal)

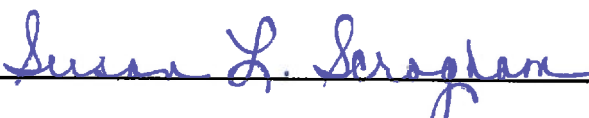
Interlocal Agreement to Re-establish the Pinellas County Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

TOWN OF KENNETH CITY

PINELLAS COUNTY, FLORIDA

BY: 
TITLE: Mayor

ATTEST: 
TITLE: Town Clerk
(Seal)

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

Signed, Sealed and Delivered in the presence of:

CITY OF LARGO

PINELLAS COUNTY, FLORIDA

BY: 

TITLE: Mayor

ATTEST: 

TITLE: CITY CLERK
(Seal)

Reviewed and Approved:


City Attorney

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

Signed, Sealed and Delivered in the presence of:

CITY OF MADEIRA BEACH

PINELLAS COUNTY, FLORIDA

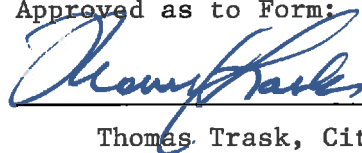
BY: _____

TITLE: Mayor

ATTEST: _____

TITLE: City Clerk
(Seal)

Approved as to Form:

_____
Thomas Trask, City Attorney

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

Signed, Sealed and Delivered in the presence of:

TOWN OF NORTH REDINGTON BEACH

PINELLAS COUNTY, FLORIDA

BY: 

TITLE: Mayor

ATTEST: _____

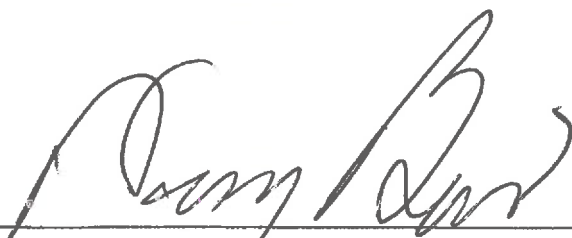
TITLE: _____
(Seal)

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


Signed, Sealed and Delivered in the presence of:

CITY OF OLDSMAR

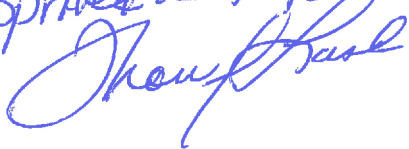
PINELLAS COUNTY, FLORIDA

BY: 

TITLE: Mayor

ATTEST: 

TITLE: City Clerk
(Seal)

Approved as to form:


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

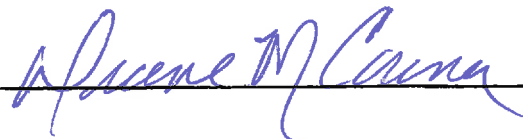
Signed, Sealed and Delivered in the presence of:

CITY OF PINELLAS PARK

PINELLAS COUNTY, FLORIDA


BY: 

TITLE: Mayor, Sandra L. Bradbury

ATTEST: 

TITLE: City Clerk, Diane M. Corna
(Seal)

Approved as to form and correctness:


FOR City Attorney, James W. Denhardt
City of Pinellas Park

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

Signed, Sealed and Delivered in the presence of:

TOWN OF REDINGTON BEACH

PINELLAS COUNTY, FLORIDA

BY: Jan A. L.

TITLE: Mayor

ATTEST: Missy Clarke

TITLE: Town Clerk
(Seal)

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

Signed, Sealed and Delivered in the presence of:

TOWN OF REDINGTON SHORES

PINELLAS COUNTY, FLORIDA

BY: Bert Salinas

TITLE: MAYOR

ATTEST: Mary F Palma

TITLE: Town Clerk
(Seal)

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

Signed, Sealed and Delivered in the presence of:

CITY OF SAFETY HARBOR

PINELLAS COUNTY, FLORIDA

BY: 
Andy Steingold

TITLE: Mayor

ATTEST: 
Karen Sammons

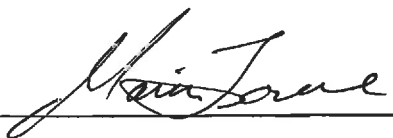
TITLE: City Clerk
(Seal)

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

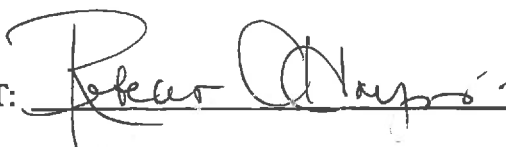
Signed, Sealed and Delivered in the presence of:

CITY OF ST PETE BEACH

PINELLAS COUNTY, FLORIDA

BY: 

TITLE: Mayor

ATTEST: 

TITLE: City Clerk
(Seal)

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

Signed, Sealed and Delivered in the presence of:

CITY OF ST. PETERSBURG

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

ATTEST: _____

Chandrahasa Srinivasa

TITLE: _____

City Clerk
(Seal)



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

Signed, Sealed and Delivered in the presence of:

CITY OF SEMINOLE

PINELLAS COUNTY, FLORIDA

BY: Juan L. Edmunds

TITLE: City Manager

ATTEST: Rose Benoit

TITLE: City Clerk
(Seal)

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

Signed, Sealed and Delivered in the presence of:

CITY OF SOUTH PASADENA

PINELLAS COUNTY, FLORIDA

BY: *Dan Calabu*

TITLE: MAYOR

ATTEST: *Carley Lewis*

TITLE: CITY CLERK
(Seal)

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

Signed, Sealed and Delivered in the presence of:

CITY OF TARPON SPRINGS

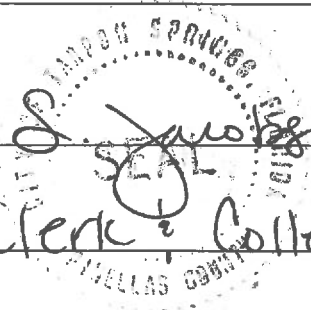
PINELLAS COUNTY, FLORIDA

BY: David O. Arche

TITLE: Mayor

ATTEST: Jane S. Jacobs

TITLE: City Clerk & Collector
(Seal)



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

Signed, Sealed and Delivered in the presence of:

CITY OF TREASURE ISLAND

PINELLAS COUNTY, FLORIDA

BY: Robert Manning

TITLE: Mayor

ATTEST: Dawn Joss

TITLE: City Clerk
(Seal)

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

Signed, Sealed and Delivered in the presence of:

BOARD OF COUNTY COMMISSIONERS

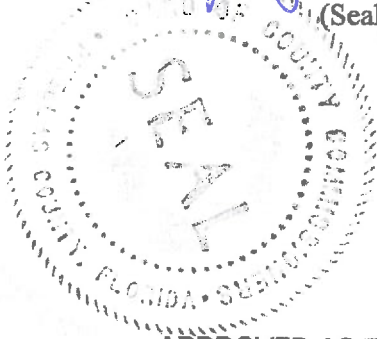
PINELLAS COUNTY, FLORIDA

BY: Karen Williams Seel

TITLE: Chairman, Pinellas County Commission

ATTEST: Norman D. Long

TITLE: Deputy Clerk, for Ken Burke, Clerk
(Seal)



APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By [Signature]
Attorney

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

Signed, Sealed and Delivered in the presence of:

PINELLAS SUNCOAST TRANSIT AUTHORITY

PINELLAS COUNTY, FLORIDA

BY: Kenneth T. Will

TITLE: PSTA Chairperson

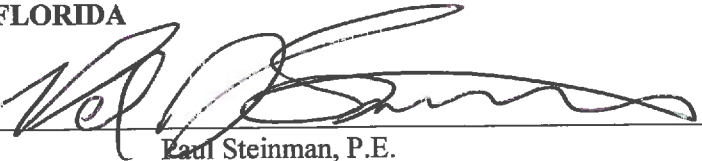
ATTEST: [Signature]

TITLE: PSTA CEO
(Seal)

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

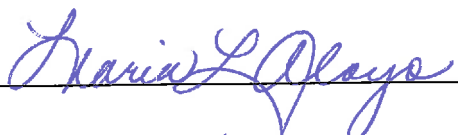
Signed, Sealed and delivered in the presence of:

**DISTRICT SEVEN
FLORIDA DEPARTMENT OF TRANSPORTATION
TAMPA, FLORIDA**

BY: 
Paul Steinman, P.E.

TITLE: District Seven Secretary

DATE: 10/15/14

ATTEST: 

TITLE: Executive Assistant

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
Florida Department of Transportation

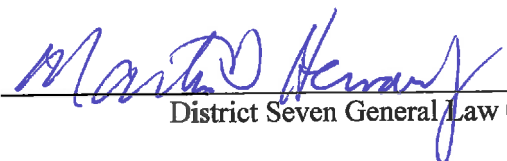

District Seven General Law Office

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 Robert E. Schmidt, Jr.
Town of Belleair Shore
1460 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 53rd 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 54th 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 173rd 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 78th Avenue North
Pinellas Park, FL 33781-2456

Mayor James “Nick” Simons
Town of Redington Beach
105 164th 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 5th Street North
St. Petersburg, FL 33701-3708

Mayor Leslie Waters
City of Seminole
9199 113th 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 108th 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

EXHIBIT A

PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO) MEMBERSHIP REAPPORTIONMENT PLAN

Approved by the Forward Pinellas Board on August 2, 2023

Urban Area Boundary

Pinellas County is located on the Gulf coast of central Florida. While comprised of 25 local government jurisdictions (24 municipalities and an unincorporated area) and approximately 280 square miles in size, Pinellas is geographically the second smallest county in Florida. According to the United States Bureau of the Census, the entire county is urbanized and with a 2020 population of 959,107 it is Florida's most densely populated county. This is an increase from 916,542 in 2010, representing a 4.4% increase overall during the ten-year period.

Figure 1: Forward Pinellas Urban Boundary

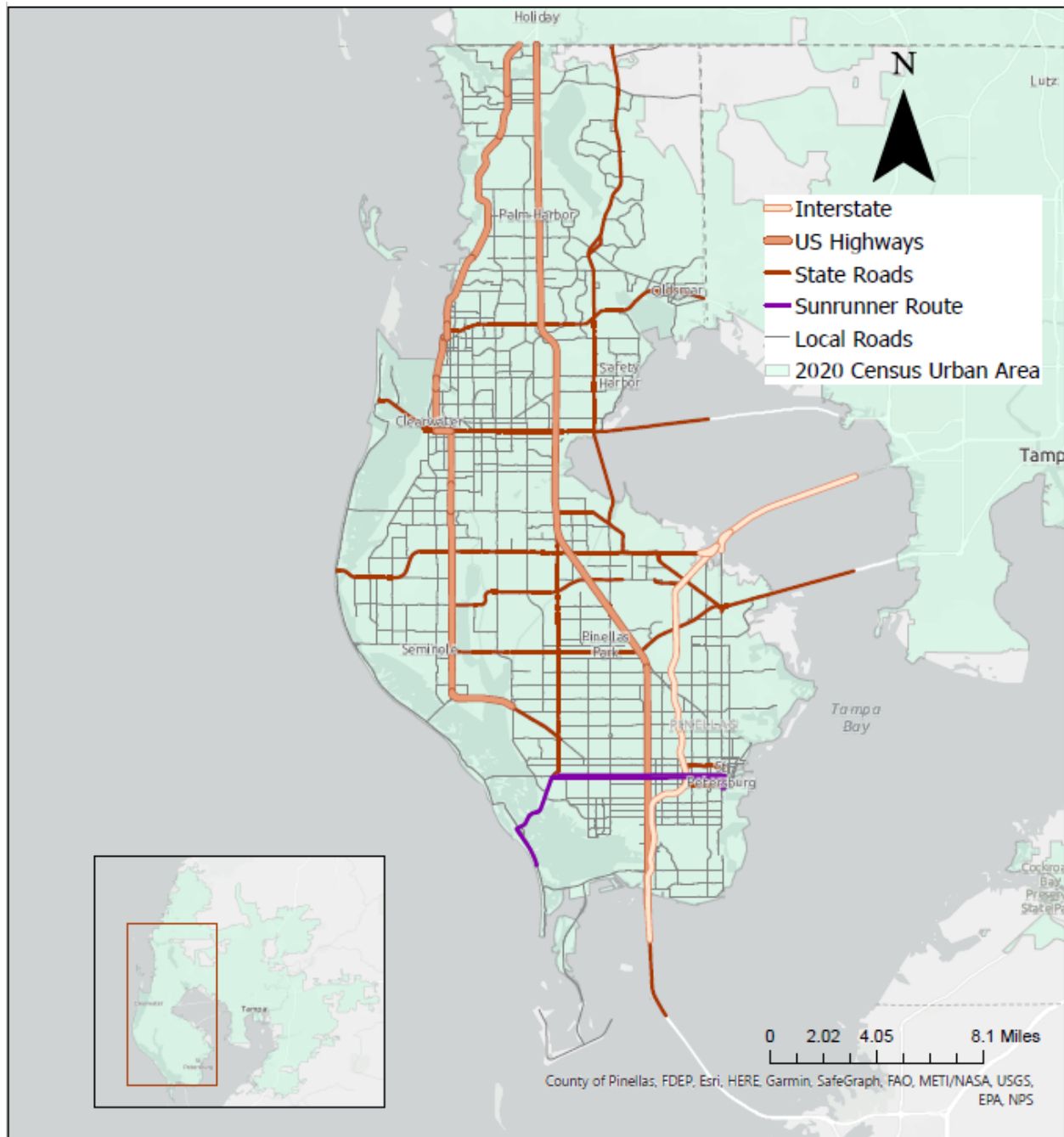


Table 1: Forward Pinellas 2010 and 2020 Population by Jurisdiction

	2010 Population	2020 Population
Belleair	3,869	4,273
Belleair Beach	1,560	1,633
Belleair Bluffs	2,031	2,311
Belleair Shore	109	73
Clearwater	107,685	117,292
Dunedin	35,321	36,068
Gulfport	12,029	11,783
Indian Rocks Beach	4,113	3,673
Indian Shores	1,420	1,190
Kenneth City	4,980	5,047
Largo	77,648	82,485
Madeira Beach	4,263	3,895
North Redington Beach	1,417	1,495
Oldsmar	13,591	14,898
Pinellas Park	49,079	53,093
Redington Beach	1,427	1,376
Redington Shores	2,121	2,176
Safety Harbor	16,884	17,072
St. Pete Beach	9,346	8,879
St. Petersburg	244,769	258,308
Seminole	1,7233	19,364
South Pasadena	4,964	5,353
Tarpon Springs	23,484	25,117
Treasure Island	6,705	6,584
UNINCORPORATED	270,494	275,669
Total Population	916,542	959,107

Source: 2010 and 2020 Census

Federal and State Law

Federal law (Title 23 Code of Federal Regulations, Part 450) provides that a metropolitan planning organization shall be designated for each urbanized area with a population of more than 50,000 individuals. The Pinellas County Metropolitan Planning Organization (MPO) was created in 1977 pursuant to the provisions of federal rules and regulations and companion state laws. Chapter 339, Subsection 339.175(3)(a), F.S., provides that the voting membership of a metropolitan planning organization shall consist of not fewer than five or more than 25 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis, based on an agreement among the affected units of general-purpose local government and the Governor, as required by federal regulations.

The Governor, in accordance with 23 U.S.C. s.134, may provide for MPO members who represent municipalities to alternate with representatives from other municipalities within the metropolitan planning area that do not have members on the MPO. With some exceptions, County Commission members shall comprise not less than one-third of the MPO membership. One exception is in metropolitan areas, wherein Section 339.175(3)(b), F.S., allows voting membership on the MPO for authorities or other agencies not under the jurisdiction of a general-purpose local government represented on the MPO, which have been created by law to perform transportation functions and are performing such functions. In Pinellas County, the Pinellas Suncoast Transit Authority (PSTA) is such an authority. Because the PSTA has membership on the MPO, the County Commission representation is reduced to at least 20% of the voting membership, as allowed by law. All voting members shall be elected officials of general-purpose local government.

Section 339.175(4) F.S., provides that the Governor, with the agreement of the affected units of general-purpose local government as required by federal rules and regulations, apportion the membership on the applicable MPO among the various governmental entities within the area.

Current MPO Board Composition

Presently, the MPO is comprised of 13 voting members, representing the 24 municipal governments, the Pinellas County Commission and PSTA. One municipal government seat is shared by three north county cities (Oldsmar, Safety Harbor, and Tarpon Springs), one seat is shared by the inland cities (Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole and South Pasadena) and one seat is shared by the beach communities (Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach and Treasure Island). On the current board, the County Commission represents the unincorporated area of Pinellas. In addition, the District Seven Secretary for the Florida Department of Transportation, or a designee, serves as a non-voting technical advisor to the MPO.

Proposed MPO Board Composition

Consistent with the board action taken on August 2, 2023, the MPO proposes to reapportion its board membership by adding six additional seats, for a total of 19 board members. This reapportionment is proposed to reflect a desire by our local communities that share seats to have longer, and more frequent, opportunities to serve, while also re-balancing the weight of the votes for our jurisdictions following the 2020 Decennial Census. Our experience since 2014 is that two-year terms for rotating seats is insufficient for members to gain knowledge to be as effective as other members, and it also inhibits leadership opportunities on the board. Two additional seats for the City of St. Petersburg and one additional seat for the City of Clearwater are also being added to reflect the relative number of residents in those jurisdictions, a new seat is being created for the City of Tarpon Springs and an additional seat is being added for the Board of

County Commissioners (BCC) to ensure a minimum of 20% of the vote be retained for the BCC, per State Statute. To develop the Reapportionment Plan, population numbers from the 2020 Census were utilized.

The 10 beach communities located along Gulf Boulevard (referenced above), plus the City of Clearwater, formed a consortium in January 1990 called the Barrier Islands Government Council, Inc. (a.k.a. the BIG-C). By agreement of the consortium members in 2011, the following provisions for appointments have been established for the seat to be rotated among the municipalities:

- The appointed elected official will serve a two-year term.
- 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 (excluding Clearwater), 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; and
- 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.

This Reapportionment Plan creates an additional seat for the six inland municipalities (Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole, and South Pasadena), providing more opportunities for those communities to have an opportunity to serve on the board.

One seat will be shared by Belleair, Belleair Bluffs, and Seminole. The following terms and rotational procedures for these alternating seats the members will share are as follows:

- The appointed elected official will serve a three-year term.
- The order of rotation will be Belleair, Belleair Bluffs, and Seminole.
- If a municipality decides to defer its term of appointment, the process will proceed to the next city in the order and the deferring city will go to the end of the rotational order.
- A municipality in a rotating seat may retain its seat beyond the normal 3-year cycle if the other two municipalities in the rotation agree to not appoint a member to the board from their respective jurisdiction.
- If the appointed elected official is unable to complete their three-year term, that municipality Commission/Council will appoint another elected official for the balance of the term.

One seat will be shared by Gulfport, Kenneth City and South Pasadena. The following terms and rotational procedures for these alternating seats the members will share are as follows:

- The appointed elected official will serve a three-year term.
- The order of rotation will be Gulfport, South Pasadena, Kenneth City.
- If a city decides to defer its term of appointment, the process will proceed to the next city in the order and the deferring city will go to the end of the rotational order.
- A municipality in a rotating seat may retain its seat beyond the normal 3-year cycle if the other two municipalities in the rotation agree to not appoint a member to the board from their respective jurisdiction.
- If the appointed elected official is unable to complete their three-year term, that City Commission/Council will appoint another elected official for the balance of the term.

One seat shall be shared by the municipalities of Oldsmar and Safety Harbor. The following terms and rotational procedures for these alternating seats the members will share are as follows:

- The appointed elected official will serve a three-year term.
- The order of rotation will be Oldsmar, Safety Harbor.
- If a city decides to defer its term of appointment, the process will proceed to the next city in the order and the deferring city will go to the end of the rotational order; and
- If the appointed elected official is unable to complete their three-year term, that City Commission/Council will appoint another elected official for the balance of the term.

Nonrotational seats will be apportioned as follows:

- Four seats for representatives from the Board of County Commissioners, one of which must be from an At-Large District
- Four seats for representatives from the City of St. Petersburg
- Two seats for representatives from the City of Clearwater
- One seat for a representative from the City of Largo
- One seat for a representative from the City of Pinellas Park
- One seat for a representative from the City of Dunedin
- One seat for a representative from the City of Tarpon Springs
- One seat for a representative from the Pinellas Suncoast Transit Authority

The District Seven Secretary for FDOT, or a designee, will continue to serve as a non-voting technical advisor to the MPO.

Table 2: Forward Pinellas Apportionment Plan

Jurisdiction	Number of Votes	Percent of Population	Percent of Vote
BCC	4	28.7%	21.1%
St. Pete	4	26.9%	21.1%
Clearwater	2	12.2%	10.5%
Largo	1	8.6%	5.3%
Pinellas Park	1	5.5%	5.3%
Beaches	1	3.2%	5.3%
Dunedin	1	3.8%	5.3%
Tarpon Springs	1	2.6%	5.3%
Oldsmar, Safety Harbor	1	3.4%	5.3%
Belleair, Belleair Bluffs, Seminole	1	2.7%	5.3%
Gulfport, Kenneth City, South Pasadena	1	2.3%	5.3%
PSTA	1	N/A	5.3%

Membership

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.

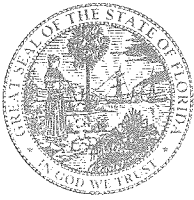
The voting membership of an MPO shall consist of not fewer than five or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations and shall be in compliance with 339.175(3) F.S.

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.

Terms

Unless otherwise outlined, the term of office of members of the MPO shall be four years and shall begin on January 1st of the calendar year, or as early as possible in the calendar year, depending upon election cycles, and concluding at the end of the calendar year. 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, or the BIG-C for the beach communities. A vacancy shall be filled by the original appointing entity for the duration of the term.

Jurisdiction	Number of Votes	Percent of Population	Percent of Vote
BCC	4	28.7%	21.1%
St. Pete	4	26.9%	21.1%
Clearwater	2	12.2%	10.5%
Largo	1	8.6%	5.3%
Pinellas Park	1	5.5%	5.3%
Beaches	1	3.2%	5.3%
Dunedin	1	3.8%	5.3%
Tarpon Springs	1	2.6%	5.3%
Oldsmar, Safety Harbor	1	3.4%	5.3%
Belleair, Belleair Bluffs, Seminole	1	2.7%	5.3%
Gulfport, Kenneth City, South Pasadena	1	2.3%	5.3%
PSTA	1	N/A	5.3%
Total:	19	100.0%	100.0%



RON DeSANTIS
GOVERNOR

August 8, 2024

Pinellas County Metropolitan Planning Organization
310 Court Street
Clearwater, FL 33756

To Whom It May Concern:

In accordance with s. 339.175, Florida Statutes, and Title 23 CFR Part 450, please consider this letter as formal concurrence with the Department of Transportation's recommendation that the Pinellas County Metropolitan Planning Organization's apportionment plan meets the requirements of s. 339.175, Florida Statutes and Title 23 CFR 450.312(a).

The MPO's continued adherence to the requirements of Florida Law are of upmost importance.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron DeSantis".

Ron DeSantis, Governor

CC: Mr. Jared Perdue, P.E., Secretary, Florida Department of Transportation

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

THIS AMENDMENT (hereinafter "Amendment") is made and entered into by and between 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 Parties reaffirm the Interlocal Agreement dated October 15, 2014, except as amended herein; and

WHEREAS, § 134 Title 23 of the United States Code requires the designation of metropolitan planning organizations (hereinafter "MPO" or "MPOs") in urban areas, as defined by the United States Census Bureau; and

WHEREAS, § 339.175(4)(a), Fla. Stat., requires the Governor to review the composition of the Metropolitan Planning Organizations membership in conjunction with the decennial census; and

WHEREAS, § 134 of Title 23 of the United State Code sets forth membership requirements for MPOs designated for transportation management areas with a population of 200,000 or more residents; and

WHEREAS, on September 13, 2023, the governing board of Forward Pinellas, in its role as the Metropolitan Planning Organization, reviewed its voting composition and approved a resolution supporting the adoption of the MPO Membership Apportionment Plan (the "Apportionment Resolution") and determined that it was appropriate to expand the voting membership of the governing board; and

WHEREAS, the signatories to this Amendment desire to ratify and reaffirm the Apportionment Resolution as is fully set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties agree as follows:

I. Recitals. The forgoing recitals are true and correct.

II. Interlocal Agreement.

Article 4, Section 4.01 (a) of the Interlocal Agreement dated October 15, 2014, is amended to read as follows:

(a) The membership of the MPO shall consist of 19 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: four (4) voting members representing the Pinellas County Board of County Commissioners, one of which must be from an At-Large District; four (4) voting members representing the City of St. Petersburg; two (2) voting members representing the City of Clearwater; one (1) voting member for each of the following cities: Pinellas Park, Dunedin, Clearwater, Largo and Tarpon Springs; one (1) rotating voting member representing the cities of Oldsmar and Safety Harbor; one (1) rotating voting member representing the cities of Belleair, Belleair Bluffs and Seminole; one (1) rotating voting member representing the cities Gulfport, South Pasadena and Kenneth City; one (1) rotating voting member representing the following communities which comprise the Barrier Islands Government Council (BIG-C) (excluding Clearwater): 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 Florida Department of Transportation.

Article 4, Section 4.01 (c) of the Interlocal Agreement dated October 15, 2014, is amended to read as follows:

(c) The voting membership of an MPO shall consist of not fewer than five or more than 25 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.

Article 4, Section 4.02 of the Interlocal Agreement dated October 15, 2014, is amended to read as follows:

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 SAFETY HARBOR/OLDSMAR consortium of municipalities shall be three (3) years, on a rotating basis. The order of rotation will be Safety Harbor, Oldsmar. If a municipality decides to defer its term of appointment, the process will proceed to the next municipality in the order shown and the deferring municipality will go to the end of the rotational order. A municipality in a rotating seat may retain its seat beyond the normal three-year cycle if the other two municipalities in the rotation agree to not appoint a member to the board from their respective jurisdiction. Finally, if the appointed elected official is unable to complete their three-year term, that Municipal Commission or Council will appoint another elected official for the balance of the term.

The term of office for the BELLEAIR/BELLEAIR BLUFFS/SEMINOLE consortium of municipalities shall be three (3) years on a rotating basis. The order of rotation shall be, Belleair, Belleair Bluffs, and Seminole. If a municipality decides to defer its term of appointment, the process will proceed to the next municipality in the order shown and the deferring municipality will go to the end of the rotational order. A municipality in a rotating seat may retain its seat beyond the normal three-year cycle if the other two municipalities in the rotation agree to not appoint a member to the board from their respective jurisdiction. Finally, if the appointed elected official is unable to complete their three-year term, that Municipal Commission or Council will appoint another elected official for the balance of the term.

The term of office for the GULFPORT/SOUTH PASADENA/KENNETH CITY consortium of municipalities shall be three (3) years. The order of rotation shall be Gulfport, South Pasadena and Kenneth City. If a municipality decides to defer its term of appointment, the process will proceed to the next municipality in the order shown and the deferring municipality will go to the end of the rotational order. A municipality in a rotating seat may retain its seat beyond the normal three-year cycle if the other two municipalities in the rotation agree to not appoint a member to the board from their respective jurisdiction. Finally, if the appointed elected official is unable to complete their three-year term, that Municipal Commission or Council will appoint another elected official for the balance of the term.

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 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.

- III. Severability.** The invalidity or unenforceability of any term or provision of this Amendment or the non-applicability of any such term or provision to any person or circumstance shall not impair or affect the remainder of this Amendment, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect but shall be construed as if such invalid, unenforceable, or non- applicable provisions were omitted.

- IV. Entire Agreement.** This Amendment represents the entire understanding and agreement between the parties with respect to the subject matter hereof. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the parties hereto.
- V. Rules of Construction.** Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.
- VI. Amendment Execution and Counterpart Signature Pages.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.
- VII. Effective Date.** This Amendment shall become effective upon its filing in the Pinellas County Office of the Clerk of the Circuit .. Any amendment hereto shall become effective only upon its filing in the Pinellas County Office of the Clerk of the Circuit Court.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to the Interlocal Agreement dated October 15, 2014, to be duly executed on their behalf.

[Continued on following
pages]

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

TOWN OF BELLEAIR

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF BELLEAIR BEACH

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF BELLEAIR BLUFFS

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

TOWN OF BELLEAIR SHORE

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF CLEARWATER

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF DUNEDIN

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF GULFPORT

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF INDIAN ROCKS BEACH

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

TOWN OF INDIAN SHORES

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

TOWN OF KENNETH CITY

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF LARGO

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF MADEIRA BEACH

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

TOWN OF NORTH REDINGTON BEACH

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF OLDSMAR

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF PINELLAS PARK

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

TOWN OF REDINGTON BEACH

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

TOWN OF REDINGTON SHORES

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF SAFETY HARBOR

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF ST. PETE BEACH

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF ST. PETERSBURG

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF SEMINOLE

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF SOUTH PASADENA

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF TARPON SPRINGS

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF TREASURE ISLAND

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

BOARD OF COUNTY COMMISSIONERS

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

PINELLAS SUNCOAST TRANSIT AUTHORITY

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

DISTRICT SEVEN

FLORIDA DEPARTMENT OF TRANSPORTATION

TAMPA, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

**AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE
CREATION OF THE PINELLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION**

Signed, Sealed and Delivered in the presence of:

CITY OF SOUTH PASADENA

PINELLAS COUNTY, FLORIDA

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

TITLE: _____

DATE: _____

(seal)