



RON DeSANTIS
GOVERNOR

August 8, 2024

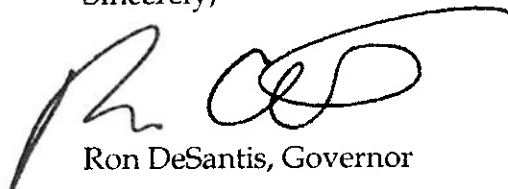
Pinellas County Metropolitan Planning Organization
310 Court Street
Clearwater, FL 33756

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,



Ron DeSantis, Governor

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

| 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% |

**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: _____

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

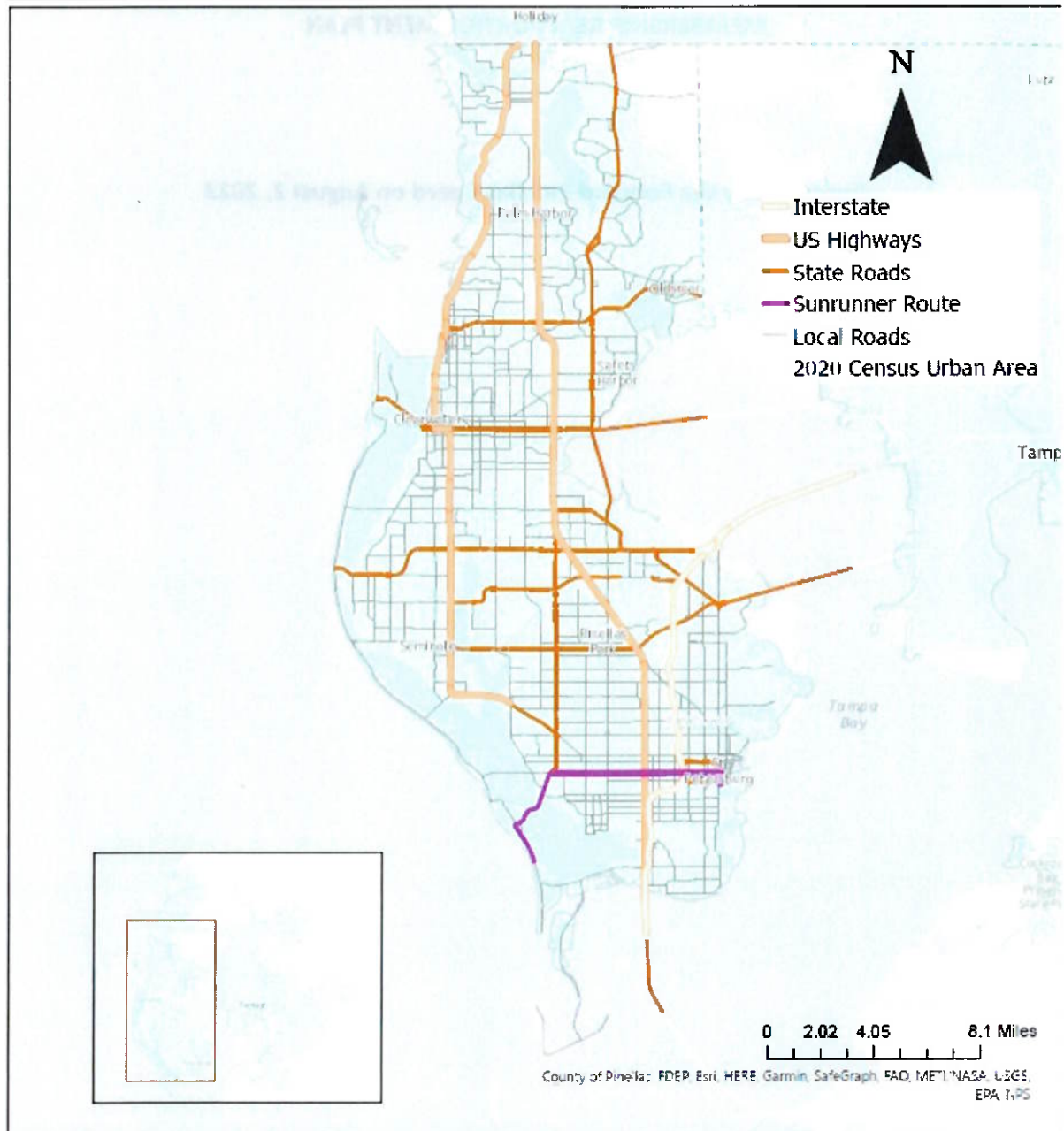


Table 1: Forward Pinellas 2010 and 2020 Population by Jurisdiction

| | 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.