

**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, 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: _____