

**RESOLUTION NO. R-17-064**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, REGARDING TRANSPORTATION PLANNING; PROVIDING FINDINGS; APPROVING NUNC PRO TUNC AN INTERLOCAL AGREEMENT FOR THE CREATION OF THE SARASOTA/MANATEE METROPOLITAN PLANNING ORGANIZATION; AUTHORIZING NUNC PRO TUNC THE EXECUTION OF THE INTERLOCAL AGREEMENT; RATIFYING NUNC PRO TUNC ALL ACTIONS OF THE COUNTY IN PERFORMANCE OF THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Sarasota/Manatee Metropolitan Planning Organization (MPO) is an entity created by and between the State of Florida and the local governments of Sarasota and Manatee Counties pursuant to Section 339.175, Florida Statutes; and

**WHEREAS**, the MPO is a regional transportation planning agency that provides a forum for cooperative decision-making concerning regional and local transportation issues; and

**WHEREAS**, the MPO exists to advance the transportation needs of the Sarasota and Manatee County area through coordinated and comprehensive transportation planning and resource administration; and

**WHEREAS**, pursuant to Section 339.175, Florida Statutes, the MPO must develop, in cooperation with the state and public transit operators, transportation plans and programs for this metropolitan area to accomplish the objectives of that statute; and

**WHEREAS**, Manatee County has been a member government of the MPO since its inception; and

**WHEREAS**, in 1994 Manatee County and the other member governments of the MPO entered into an interlocal agreement (1994 Interlocal Agreement) for the purpose of reorganizing the MPO for the Sarasota-Bradenton Urbanized Area;

**WHEREAS**, in 2006 Manatee County and the other member governments of the MPO entered into a new interlocal agreement (2006 Interlocal Agreement), which superseded and supplanted the 1994 Interlocal Agreement; and

**WHEREAS**, the Board of County Commissioners of Manatee County, Florida, (Board) has been actively represented on the MPO since its inception; and

**WHEREAS**, following each decennial census, federal and state law require the MPO to adopt a Membership Apportionment Plan which establishes membership composition of local governments on the MPO Board; and

**WHEREAS**, as a result of the 2010 census, the MPO adopted its Membership Apportionment Plan in 2013; and

**WHEREAS**, the Governor of the State of Florida approved the MPO's Membership Apportionment Plan in 2014; and

**WHEREAS**, pursuant Section 339.175, Florida Statutes, a new interlocal agreement must be entered into by the State of Florida Department of Transportation and the member governments to implement the Membership Apportionment Plan approved by the Governor and to replace, supersede and supplant the 2006 Interlocal Agreement; and

**WHEREAS**, in 2014, former Chairperson Larry Bustle executed the State of Florida Department of Transportation Interlocal Agreement for Creation of the Metropolitan Planning Organization, attached as Exhibit A (2014 Interlocal Agreement); and

**WHEREAS**, the MPO has requested that this Board approve *nunc pro tunc* the 2014 Interlocal Agreement, authorize *nunc pro tunc* the execution of the 2014 Interlocal Agreement and ratify *nunc pro tunc* all actions of the County in performance of the 2014 Interlocal Agreement from November 3, 2014, to present; and

**WHEREAS**, the MPO has or will request that two (2) other member governments *nunc pro tunc* approve the 2014 Interlocal Agreement, *nunc pro tunc* authorize the execution of the 2014 Interlocal Agreement and *nunc pro tunc* ratify all actions by the member government in performance of the 2014 Interlocal Agreement; and

**WHEREAS**, the Board finds that it is in the County's best interests to approve *nunc pro tunc* the 2014 Interlocal Agreement, to authorize *nunc pro tunc* the execution of the 2014 Interlocal Agreement and to ratify *nunc pro tunc* all actions of the County in performance of the 2014 Interlocal Agreement from November 3, 2014, to present.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Manatee County, Florida, that:

1. The recitals set forth above are hereby adopted as findings of the Board and are incorporated herein by reference.
2. The Board hereby *nunc pro tunc* approves the 2014 Interlocal Agreement.
3. The Board hereby *nunc pro tunc* authorizes the execution of the 2014 Interlocal Agreement.

4. The Board hereby *nunc pro tunc* ratifies all actions of the County in performance of the 2014 Interlocal Agreement from November 3, 2014, to present.
5. This Resolution shall be effective immediately upon adoption.

**DULY ADOPTED** with a quorum present and voting this 10th day of June, 2017.



**BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA**

By: [Signature]  
Chairperson

ATTEST: ANGELINA COLONNESO  
CLERK OF CIRCUIT COURT AND COMPTROLLER

By: [Signature]  
Deputy Clerk

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 3rd day of November 2014, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTIES OF SARASOTA AND MANATEE; the CITIES OF SARASOTA; VENICE, LONGBOAT KEY; BRADENTON; PALMETTO; NORTH PORT; ANNA MARIA; BRADENTON BEACH; IOLMES BEACH AND THE SARASOTA BRADENTON INTERNATIONAL AIRPORT; collectively known as "the parties."

**RECITALS**

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

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

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

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

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Sarasota/Manatee Metropolitan Planning Organization for the Sarasota-Bradenton urbanized area, herein after referred to as "the Metropolitan Planning Organization" or "the MPO". Further, the parties approved by unanimous vote an apportionment and boundary plan for presentation to the Governor on the 22<sup>nd</sup> day of April, 2013;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter dated the 23rd day of April, 2014, approved the apportionment and boundary plan submitted by the MPO;

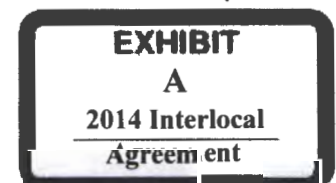
WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175(10), F.S., an agreement must be entered into by the Department, the MPO, and the governmental entities and public transportation operators to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation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

ETA 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 establish the MPO and recognize the boundary and apportionment 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. Establishment of MPO. The MPO for the metropolitan planning area as described in the membership apportionment plan approved by the Governor is hereby created and 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 Sarasota/Manatee 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 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 AND TERMS OF OFFICE**

Section 4.01. Composition and membership of governing board.

- (a) The membership of the MPO shall consist of 17 voting members and 1 non-voting advisor(s). 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:

<u>MEMBER LOCAL GOVERNMENT ENTITIES</u>	<u>NUMBER OF MEMBERS</u>
Sarasota County	3
Manatee County	3
City of Sarasota	2
City of Venice	1
Town of Longboat Key	1
City of Bradenton	2
City of Palmetto	1
Island Transportation Planning Organization (ITPO) (Cities of Anna Maria, Bradenton Beach and Holmes Beach)	1
City of North Port	2
Sarasota Bradenton International Airport	1
Florida Department of Transportation	1 (Non-Voting Advisor)
	17 Voting
	<u>1 Non-Voting Advisor</u>
TOTAL:	18

- (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 or 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 or by the governing mechanism established by any consortium of municipalities appointing a member pursuant to 23 C.F.R. § 450.310(d) and Florida Statutes § 339.175(3).

- (c) The voting membership of the MPO shall consist of the number of voting and non-voting members approved by the Governor and set forth in Section 4.01(a) of this Agreement.
- (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.** The term of office of members of the MPO shall be four years except for the Island Transportation Planning Organization (ITPO) representative which shall rotate every two years pursuant the ITPO Interlocal Agreement. 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 by such removal methods established by the governing mechanism established by any consortium of municipalities appointing a member pursuant to 23 C.F.R. § 450.310(d) and Florida Statutes § 339.175(3). A vacancy created pursuant to this Section shall be filled by the original appointing entity as provided for in Section 4.01(b) of this Agreement. Members may be re-appointed for successive additional terms.

## ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

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

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

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

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

- (a) As provided in Section 339.175(6)(d), F.S., the MPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(6)(e), F.S., the MPO shall create and appoint a citizens' advisory committee;



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

#### ARTICLE 6 FUNDING, INVENTORY REPORT AND RECORD KEEPING

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

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

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

Section 6.04 Compliance with laws. All parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement. Specifically, if a party is acting on behalf of a public agency the party shall:

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

**ARTICLE 7  
MISCELLANEOUS PROVISIONS**

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

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

Section 7.03. Duration; withdrawal procedure.

- (a) Duration. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.
- (b) Withdrawal procedure The United States Bureau of the Census designated largest incorporated city, may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the MPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:
- (1) The withdrawing member and the MPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Interlocal Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and
  - (2) The MPO shall contact The Office of the Governor and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership is appropriate. The Governor and the MPO shall review the previous MPO designation, applicable federal, state and local law, and MPO rules for appropriate revision. In the event that another entity is to be afforded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(l)(2), adding membership to the MPO does not automatically require redesignation of the MPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the MPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the MPO.

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

Sarasota County Board of County Commissioners  
Attn: Chair  
1660 Ringling Boulevard  
Sarasota, Florida 34236

Manatee County Board of County Commissioners  
Attn: Chair  
Post Office Box 1000  
Bradenton, Florida 34206

Mayor-City of Sarasota  
Post Office Box 1058  
Sarasota, Florida 34234

Mayor-City of Venice  
401 West Venice Avenue  
Venice, Florida 34285

Town of Longboat Key  
501 Bay Isles Road  
Longboat Key, Florida 34228

Mayor-City of Bradenton  
101 Old Main Street  
Bradenton, Florida 34205

Mayor-City of Palmetto  
Post Office Box 1209  
Palmetto, Florida 34220

Chair-Island Transportation Planning Organization (ITPO)  
c/o: City of Bradenton Beach  
107 Gulf Drive North  
Bradenton Beach, Florida 34217

City of North Port Commission  
Attn: Mayor  
4970 City Hall Boulevard  
North Port, Florida 34286

Sarasota-Manatee Airport Authority  
Attn: Authority Board Chair  
6000 Airport Circle  
Sarasota, Florida 34243

Florida Department of Transportation-District One  
Attn: District Secretary  
Post Office Box 1249  
Bartow, Florida 33931-1249

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. Invalidation 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. Pursuant to Florida Statutes § 163.01(11) this Agreement (and any amendments thereto) shall become effective upon the date a fully executed copy of same is last filed with the Clerk of the Circuit Court of Sarasota County and Manatee County.
- (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 establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

SARASOTA BOARD OF COUNTY COMMISSIONERS

BY: [Signature]  
Charles D. Hines, Chair

Approved as to Form  
Step 3 & Demand

ATTEST: [Signature]  
Deputy Clerk

CITY OF SARASOTA

BY: [Signature]  
Willie Charles Shaw, Mayor

ATTEST: [Signature]

MANATEE BOARD OF COUNTY COMMISSIONERS

BY: [Signature]  
Larry Bustle, Chair

ATTEST: [Signature]


CITY OF VENICE

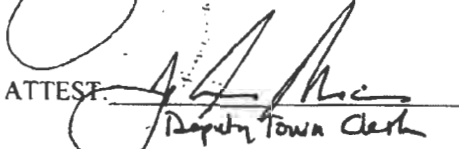
BY: [Signature]  
John Holic, Mayor

ATTEST: [Signature]



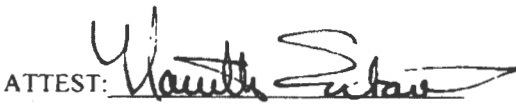
TOWN OF LONGBOAT KEY

BY:   
Jim Brown, Mayor

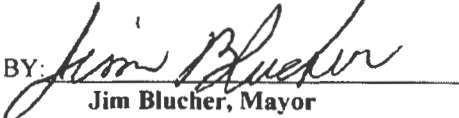
ATTEST:   
Deputy Town Clerk

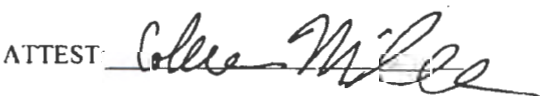
CITY OF PALMETTO

BY:   
Shirley Groover Bryant, Mayor

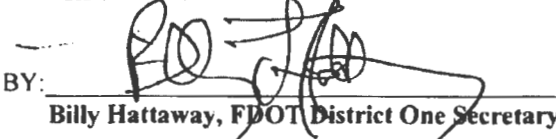
ATTEST: 


CITY OF NORTH PORT COMMISSION

BY:   
Jim Blucher, Mayor

ATTEST: 


FLORIDA DEPARTMENT OF TRANSPORTATION  
DISTRICT ONE

BY:   
Billy Hattaway, FDOT District One Secretary

ATTEST: 


CITY OF BRADENTON

BY:   
Wayne Poston, Mayor

ATTEST: 

ISLAND TRANSPORTATION PLANNING  
ORGANIZATION (ITPO) REPRESENTING  
THE CITIES OF ANNA MARIA, HOLMES  
BEACH AND BRADENTON BEACH

BY:   
William Shearon, Mayor

ATTEST: 

SARASOTA-MANATEE AIRPORT AUTHORITY

BY:   
Jack Rynerson, Chair

ATTEST: 