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 [4th] day of [September, 2014], by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; HILLSBOROUGH COUNTY; the CITIES OF TAMPA, TEMPLE TERRACE and PLANT CITY; HILLSBOROUGH AREA REGIONAL TRANSIT AUTHORITY; HILLSBOROUGH COUNTY AVIATION AUTHORITY; TAMPA-HILLSBOROUGH EXPRESSWAY AUTHORITY; TAMPA PORT AUTHORITY AND THE HILLSBOROUGH COUNTY CITY-COUNTY PLANNING COMMISSION, 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 Hillsborough County Metropolitan Planning Organization, herein after referred to as “the Metropolitan Planning Organization” or “the MPO”. Further, each party approved an apportionment and boundary plan, the MPO 2013 Membership Apportionment Plan, for presentation to the Governor;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter dated the 13th day of February, 2014, approved the MPO 2013 Membership Apportionment Plan submitted by the MPO;

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 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, 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, which for purposes of this Interlocal Agreement shall consist of the entirety of Hillsborough County.
- **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, 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, 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 Hillsborough County Metropolitan Planning Organization.

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; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

(a) The MPO shall consist of 15 voting members and 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: Hillsborough County (5), City of Tampa (3), Temple Terrace (1), Plant City (1); Hillsborough Area Regional Transit Authority (1), Hillsborough County Aviation Authority (1), Tampa-Hillsborough Expressway Authority (1), Tampa Port Authority (1), Hillsborough County City-County Planning Commission (1). The Florida Department of Transportation is designated as a non-voting advisor to the MPO.

(b) All voting representatives of general purpose local governments shall be elected officials, the voting representative of the Hillsborough County City-County Planning Commission shall be a Planning Commission member and the voting representatives of each of the authorities shall be an official of the respective authority. All voting representatives shall be appointed by the governing body of the county, city or authority, which may also appoint an alternate member who may vote at any MPO meeting that such alternate member attends in place of a regular member.

(c) 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 and alternate members of the MPO shall be four years. The membership of a member or alternate 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.

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, 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, 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 MPC shall have the following duties and responsibilities:

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

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

(c) As provided in Section 163.01(5)(o), F.S., the MPO membership shall be jointly and severally liable for liabilities, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board;

(d) As provided in Section 339.175(9), F.S., the MPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;

(e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339, F.S., and other applicable state and local laws;

(f) As provided in Section 339.175(10)(a), F.S., the MPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;

(g) Perform such other tasks presently or hereafter required by state or federal law;

(h) Execute certifications and agreements necessary to comply with state or federal law; and

(i) Adopt operating rules and procedures.
ARTICLE 6
FUNDING; INVENTORY REPORT; RECORD-KEEPING

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

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

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

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the party.

(b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the party upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

ARTICLE 7
MISCELLANEOUS PROVISIONS

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.
Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties hereto 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 ten 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 Hillsborough County and the City of Tampa, 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 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:

Hillsborough County Aviation Authority  
P. O. Box 22287  
Tampa, FL 33622  

Tampa City Council  
315 E. Kennedy Blvd, 3rd Floor  
Tampa, FL 33602  

City of Plant City  
302 W. Reynolds Street  
P. O. Box C  
Plant City, FL 33563  

Hillsborough County Board of County Commission  
601 E. Kennedy Blvd, 2nd Floor  
Tampa, FL 33602  

Hillsborough Area Transit Authority  
4305 E. 21st Avenue  
Tampa, FL 33605  

Tampa Port Authority  
1101 Channelside Drive  
Tampa, FL 33602
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 parties 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. 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 MPC 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:
Interlocal agreement to re-establish the HILLSBOROUGH COUNTY METROPOLITAN PLANNING ORGANIZATION

Signed, Sealed and Delivered in the presence of:

District Seven
Florida Department of Transportation
Tampa, Florida

BY: [Signature]

TITLE: District Secretary
ATTEST: [Signature]
TITLE: Executive Assistant (SEAL)

Attorney: [Signature]
Signed, Sealed and Delivered in the presence of:

BOARD OF COUNTY COMMISSIONERS
Hillsborough County, Florida

By: [Signature]
The Honorable Mark Sharpe
Chairman of the Board of
County Commissioners

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Esquire
Assistant County Attorney
Interlocal agreement to re-establish the HILLSBOROUGH COUNTY METROPOLITAN PLANNING ORGANIZATION

Signed, Sealed and Delivered in the presence of:

CITY OF TEMPLE TERRACE
Hillsborough County, Florida

BY: [Signature]
TITLE: Mayor

ATTEST: [Signature]
TITLE: City Clerk
(SEAL)

Attorney: [Signature]
Interlocal agreement to re-establish the HILLSBOROUGH COUNTY METROPOLITAN PLANNING ORGANIZATION

Signed, Sealed and Delivered in the presence of:

CITY OF TAMPA
Hillsborough County, Florida

BY: [Signature]

TITLE: Mayor of City of Tampa

ATTEST: [Signature]

TITLE: City Clerk
(SEAL)

Attorney: [Signature]
Interlocal agreement to re-establish the HILLSBOROUGH COUNTY METROPOLITAN PLANNING ORGANIZATION

Signed, Sealed and Delivered in the presence of:

CITY OF PLANT CITY
Hillsborough County, Florida

BY:  [Signature]
TITLE:  Mayor

ATTEST:  [Signature]
TITLE:  City Clerk
(SEAL)

Approved as to form and correctness:

Attorney:  [Signature]
Interlocal agreement to re-establish the HILLSBOROUGH COUNTY METROPOLITAN PLANNING ORGANIZATION

Signed, Sealed and Delivered in the presence of:

TAMPA PORT AUTHORITY
Hillsborough County, Florida

BY: ____________________________
TITLE: __________________________
ATTEST: ________________________
TITLE: Secretary
(SEAL)

Attorney: ________________________
Interlocal agreement to re-establish the HILLSBOROUGH COUNTY METROPOLITAN PLANNING ORGANIZATION

Signed, Sealed and Delivered in the presence of:

HILLSBOROUGH AREA REGIONAL TRANSIT AUTHORITY
Hillsborough County, Florida

BY:  
TITLE:  Hart Board Chair

ATTEST:  Yelena Lett
TITLE:  Clerk of the Board
(SEAL)

Attorney:  


Interlocal agreement to re-establish the HILLSBOROUGH COUNTY METROPOLITAN PLANNING ORGANIZATION

Signed, Sealed and Delivered in the presence of:

HILLSBOROUGH COUNTY AVIATION AUTHORITY
Hillsborough County, Florida

BY: ____________________________

TITLE: Chairman Robert I. Watkins

ATTEST: ________________________

TITLE: Secretary Victor D. Crist (SEAL)

Attorney: ________________________
Interlocal agreement to re-establish the HILLSBOROUGH COUNTY METROPOLITAN PLANNING ORGANIZATION

Signed, Sealed and Delivered in the presence of:

TAMPA-HILLSBOROUGH EXPRESSWAY AUTHORITY
Hillsborough County, Florida

BY: [Signature]
TITLE: Chairman

ATTEST: [Signature]
TITLE: Ex. Pn (SEAL)

Attorney: [Signature]
Interlocal agreement to re-establish the HILLSBOROUGH COUNTY METROPOLITAN PLANNING ORGANIZATION

Signed, Sealed and Delivered in the presence of:

HILLSBOROUGH COUNTY CITY-COUNTY PLANNING COMMISSION
Hillsborough County, Florida

BY: ______________________

TITLE: CHAIRMAN

ATTEST: ______________________

TITLE: ______________________

(SEAL)

Attorney: ______________________