

2017 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE

This 2017 Amendment to Interlocal Agreement is entered into by and between Broward County, a political subdivision of the State of Florida (the "County") and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida (the "Municipalities").

NOW, THEREFORE, for good and valuable consideration, and pursuant to the authorization of paragraph (1) (b) 2 of Section 336.025, Florida Statutes, the County and Municipalities agree as follows:

1. Paragraph 2 of the Interlocal Agreement, as previously amended, is hereby amended to read:

2. Forty-eight and Seventy-three One-hundredths percent (48.73%) of the total proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance shall be distributed to the County and the remaining Fifty-one and Twenty-seven One-hundredths percent (51.27%) of the total proceeds shall be divided among and distributed to the eligible municipalities within the County as follows:

$$\frac{\text{Population of Individual Municipality}}{\text{Total Incorporated Area Population}} \times 51.27\% =$$

Recipient	FY18 Percent Share of Proceeds
Coconut Creek	1.591700%
Cooper City	0.938339%
Coral Springs	3.518707%
Dania	0.866495%
Davie	2.771347%
Deerfield Beach	2.164190%
Fort Lauderdale	4.925560%
Hallandale	1.076284%
Hillsboro Beach	0.053339%
Hollywood	4.073027%
Lauderdale-by-the-Sea	0.171053%
Lauderdale Lakes	0.970637%
Lauderhill	1.969616%
Lazy Lake	0.000670%

Lighthouse Point	0.292780%
Margate	1.594766%
Miramar	3.735324%
North Lauderdale	1.227969%
Oakland Park	1.228917%
Parkland	0.824498%
Pembroke Park	0.176069%
Pembroke Pines	4.508991%
Plantation	2.461512%
Pompano Beach	2.993704%
Sea Ranch Lakes	0.018867%
Southwest Ranches	0.211015%
Sunrise	2.528005%
Tamarac	1.764286%
Weston	1.853937%
West Park	0.411553%
Wilton Manors	0.346843%
Total Incorporated	51.270000%

2. Paragraph 3 of the Interlocal Agreement, as previously amended, is hereby amended to read:

3. The population figures set out herein are based on the figures contained in the document referred to as the "Florida Estimates of Population," published on an annual basis by the Bureau of Economics and Business Research, Population Division, University of Florida. The population figures to be utilized in the formula described in Paragraph 2 of this Interlocal Agreement, for the division and distribution of the proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance, shall be adjusted annually based on the then-current "Florida Estimates of Population."

For the purpose of this Agreement, the following population figures are hereby agreed upon by the parties hereto:

Recipient	FY18 Population
Coconut Creek	57,116
Cooper City	33,671
Coral Springs	126,264
Dania	31,093
Davie	99,446

Deerfield Beach	77,659
Fort Lauderdale	176,747
Hallandale	38,621
Hillsboro Beach	1,914
Hollywood	146,155
Lauderdale-by-the-Sea	6,138
Lauderdale Lakes	34,830
Lauderhill	70,677
Lazy Lake	24
Lighthouse Point	10,506
Margate	57,226
Miramar	134,037
North Lauderdale	44,064
Oakland Park	44,098
Parkland	29,586
Pembroke Park	6,318
Pembroke Pines	161,799
Plantation	88,328
Pompano Beach	107,425
Sea Ranch Lakes	677
Southwest Ranches	7,572
Sunrise	90,714
Tamarac	63,309
Weston	66,526
West Park	14,768
Wilton Manors	12,446
Total Incorporated	1,839,754
Unincorporated Area	14,759
Total County	1,854,513

3. This 2017 Amendment to Interlocal Agreement shall be effective as of the date it is executed by the County after having previously been executed by eligible municipalities cumulatively representing a majority of the incorporated area population of the County; the amended population figures and share of proceeds shall take effect as provided by applicable law.

4. In the event any provision within this 2017 Amendment to Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate this Agreement. The election to terminate pursuant to this provision must be

made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

5. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2017 Amendment and the Interlocal Agreement, as previously amended, the parties agree that this 2017 Amendment shall control.

6. This 2017 Amendment to Interlocal Agreement may be 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.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have made and executed this 2017 Amendment to the Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on April 4th, 2017, and each MUNICIPALITY, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
Ex-Officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

4th day of April, 2017

Approved as to form by:
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Andrew J. Meyers
Chief Deputy County Attorney

Date: _____

**2017 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE**

MUNICIPALITY

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed
the day and year last written.

ATTEST:

CITY OF FORT LAUDERDALE, a municipal
corporation of the State of Florida.

JEFFREY A. MODARELLI
City Clerk

By: _____
JOHN P. "JACK" SEILER, Mayor

Date: _____

By: _____
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

Approved as to form:

D'Wayne M. Spence
Assistant City Attorney