

2013 AMENDMENT

to

INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

CITY OF FORT LAUDERDALE

providing for

DIVISION AND DISTRIBUTION OF THE
PROCEEDS OF THE LOCAL OPTION GAS
TAX IMPOSED BY THE BROWARD COUNTY
LOCAL OPTION GAS TAX ORDINANCE

This is the 2013 Amendment to Interlocal Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

City of Fort Lauderdale, a municipal corporation, existing under the laws of the State of Florida, hereinafter referred to as "MUNICIPALITY."

WHEREAS, Section 336.025(1)(a), Florida Statutes, authorizes the COUNTY to extend the levy of the six (6) cents local option gas tax upon every gallon of motor fuel and special fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the COUNTY; and

WHEREAS, on June 14, 1988, the Board of County Commissioners enacted Ordinance No. 88-27, effective September 1, 1988, through August 31, 2018, pursuant to Section 336.025(1)(a), Florida Statutes, extending the levy of the six cent local option gas tax for thirty years and providing for a method of distribution of the proceeds of the tax; and

WHEREAS, pursuant to the ordinance, the method for distribution of the proceeds is the execution of an interlocal agreement with one or more of the municipalities representing a majority of the population of the incorporated area within the county which establishes the distribution formulas for dividing the proceeds of the

tax among the county and all eligible municipalities within the county, as set forth in Section 336.025(3)(a)1, Florida Statutes; and

WHEREAS, paragraph 4 of the Interlocal Agreement, as amended by the Addendum to the Interlocal Agreement and the prior amendments, requires annual adjustment of the population of the individual municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and MUNICIPALITY agree as follows:

1. Paragraph 2 of the Interlocal Agreement, as previously amended by the Addendum thereto and the prior amendments, is amended to read as follows:

2. Sixty-two and Five tenths percent (62.5%) of said Local Option Gas Tax proceeds shall be distributed to the COUNTY, and the remaining Thirty-seven and Five tenths percent (37.5%) shall be divided among and distributed to the eligible municipalities within the COUNTY as follows:

$$\frac{\text{Population of Individual Municipality}}{\text{Total Incorporated Area Population}} \times 37.5\% =$$

Recipient	FY14 Percent Share of Proceeds
Coconut Creek	1.139497%
Cooper City	0.650828%
Coral Springs	2.622148%
Dania	0.638497%
Davie	1.984506%
Deerfield Beach	1.613843%
Fort Lauderdale	3.603928%
Hallandale	0.806473%
Hillsboro Beach	0.040396%
Hollywood	3.043060%
Lauderdale-by-the-Sea	0.130486%
Lauderdale Lakes	0.708923%
Lauderhill	1.432829%
Lazy Lake	0.000536%
Lighthouse Point	0.222693%
Margate	1.178033%
Miramar	2.639183%

Recipient	FY14 Percent Share of Proceeds
North Lauderdale	0.903445%
Oakland Park	0.898123%
Parkland	0.531607%
Pembroke Park	0.130444%
Pembroke Pines	3.302409%
Plantation	1.817813%
Pompano Beach	2.185227%
Sea Ranch Lakes	0.014320%
Southwest Ranches	0.157845%
Sunrise	1.841430%
Tamarac	1.305976%
Weston	1.398866%
West Park	0.302759%
Wilton Manors	0.253877%
Total Incorporated	37.500000%

2. Paragraph 3 of the Interlocal Agreement, as previously amended by the Addendum thereto and the prior amendments, is amended to read as follows:

3. The population figures set forth herein are based on the most current edition of "Florida Estimates of Population," published 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 shall be adjusted annually based on the current "Florida Estimates of Population."

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

Recipient	FY14 Population
Coconut Creek	53,313
Cooper City	30,450
Coral Springs	122,681
Dania	29,873
Davie	92,848
Deerfield Beach	75,506
Fort Lauderdale	168,615
Hallandale	37,732

Recipient	FY14 Population
Hillsboro Beach	1,890
Hollywood	142,374
Lauderdale-by-the-Sea	6,105
Lauderdale Lakes	33,168
Lauderhill	67,037
Lazy Lake	25
Lighthouse Point	10,419
Margate	55,116
Miramar	123,478
North Lauderdale	42,269
Oakland Park	42,020
Parkland	24,872
Pembroke Park	6,103
Pembroke Pines	154,508
Plantation	85,049
Pompano Beach	102,239
Sea Ranch Lakes	670
Southwest Ranches	7,385
Sunrise	86,154
Tamarac	61,102
Weston	65,448
West Park	14,165
Wilton Manors	11,878
Total Incorporated	1,754,492
Unincorporated Area	16,607
Total County	1,771,099

3. This 2013 Amendment shall become effective on the date last executed by the parties hereto provided that those eligible municipalities representing a majority of the incorporated area population and Broward County have executed this 2013 Amendment.

4. 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 2013 Amendment and the Interlocal Agreement, as previously amended, the parties hereby agree that this document shall control.

5. This 2013 Amendment 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.

6. In the event this 2013 Amendment to Interlocal Agreement or a portion of this 2013 Amendment is found by a court of competent jurisdiction to be invalid, the remaining portions shall continue to be effective unless COUNTY or MUNICIPALITY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have made and executed this 2013 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, and MUNICIPALITY, signing by and through its Mayor-Commissioner, 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
____ day of _____, 20__

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 _____
Al A. DiCalvo (Date)
Assistant County Attorney

AAD
3/20/13
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City of Fort Lauderdale

2013 AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE PROVIDING FOR DIVISION AND DISTRIBUTION OF THE LOCAL OPTION GAS TAX IMPOSED BY THE BROWARD COUNTY LOCAL OPTION GAS TAX ORDINANCE

MUNICIPALITY

WITNESSES:

CITY OF FORT LAUDERDALE

By _____
Mayor-Commissioner

____ day of _____, 2013.

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 2013.

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney