

INTERLOCAL AGREEMENT

among

BROWARD COUNTY

and

COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPAÑO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, and WILTON MANORS

regarding

Distribution of a Six-cent Local Option Gas Tax on Every Gallon of Motor Fuel and Special Fuel Sold in Broward County

This Interlocal Agreement (“Agreement”) is entered into by and among: BROWARD COUNTY, a political subdivision of the State of Florida (“County”), COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPAÑO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, and WILTON MANORS, all municipal corporations organized and existing under the laws of the State of Florida (collectively referred to as the “Municipalities”) (County and Municipalities are collectively referred to as the “Parties”).

RECITALS

1. Section 336.025, Florida Statutes, as amended, authorizes the County to establish a six-cent (\$0.06) local option gas tax on every gallon of motor fuel and special fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes, for a period not to exceed thirty (30) years, to be used solely for “transportation expenditures” as defined in Section 336.025(7), Florida Statutes, with distribution of the proceeds determined pursuant to an interlocal agreement between the County and the eligible municipalities representing a majority of the population of the incorporated area within the County.

2. The Parties desire that the current six-cent local option gas tax expiring August 31, 2018, be reestablished, reimposed, and relieved through December 31, 2047, with the proceeds distributed among the Parties consistent with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 336.025, Florida Statutes, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals:** The foregoing recitals are true and correct and by this reference are incorporated herein.
2. **Intent of Agreement:** The intent of this Agreement is to establish the method of distribution of the proceeds of a local option gas tax to be used for transportation expenditures.
3. **Distribution of Proceeds:** The Parties agree to divide the proceeds of the local option gas tax according to the following distribution formula: Sixty-two and one-half percent (62.5%) to the County, and Thirty-seven and one-half percent (37.5%) to the Municipalities.
 - 3.1 The distribution of proceeds to the Municipalities will be based upon the annual Bureau of Economics and Business Research (“BEBR”) population figures as of April 1 of each year, pursuant to Section 336.025(3)(a)(3), Florida Statutes, as same may be amended.
 - 3.2 By July 1 of each year this Agreement is in effect, the County shall forward the finalized BEBR population figures to the State of Florida Department of Revenue for the purpose of distributing the proceeds of the local option gas tax in accordance with the distribution formula established pursuant to this Agreement.
 - 3.3 In the event the BEBR population figures are not finalized by July 1, the County shall forward the finalized figures to the State of Florida Department of Revenue within thirty (30) days after the County receives notice that the figures are finalized.
4. **Effective Date:** Pursuant to Section 336.025(1)(b)(1), Florida Statutes, the six-cent local option gas tax and this Agreement shall be effective, and continue uninterrupted, from and including September 1, 2018, through and including December 31, 2047, a term of twenty-nine (29) years and four (4) months, provided that the County and Municipalities representing a majority of the population of the incorporated area within Broward County have approved and executed this Agreement by March 31, 2018.
5. **Notices:** Whenever any Party desires to give notice to any other Party or Parties, such notice must be in writing, mailed, and sent by email to the designated representative(s) of the respective Parties as indicated on the Parties’ respective signature pages. Any Party may change its designated representative(s) for notice purposes by providing notice thereof to all other Parties in accordance with this paragraph.

6. **Binding Effect:** Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and to their respective successors and assigns.
7. **Termination Resulting From Judicial Determination:** If, as a result of any judicial ruling, any party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year and for the remainder of the tax levy shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.
8. **Merger:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
9. **Joint Preparation:** Each Party acknowledges that it has sought and received whatever advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement resulted from the joint efforts of all the Parties. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties.
10. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.
11. **Further Assurances:** The Parties shall execute all such instruments, and agree to take all such further actions, as may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.
12. **Modification:** No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.
13. **Ineligibility:** If, during the term of the imposition of this local option gas tax, any of the Municipalities become ineligible to receive a share of the proceeds of the local option gas tax for any reason, any funds otherwise undistributed because of such ineligibility shall be distributed by the Florida Department of Revenue to the remaining Municipalities in proportion to the distribution formula then in effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Broward County, as authorized by action of its Board of County Commissioners taken on January 23, 2018, and Municipalities, signing by and through their representative authorized to execute the same pursuant to formal action taken on the date indicated on the respective signature pages.

COUNTY

WITNESS:

BROWARD COUNTY, by and through its
County Administrator

Signature of Witness (Date)

By _____
Bertha Henry

_____ day of _____, 2018

Signature of Witness (Date)

Designated Address for Notices:
Bertha Henry at bhenry@broward.org
Broward County Administrator
Governmental Center, Room 409
Fort Lauderdale, Florida 33301
Attention: County Administrator

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

By _____
Claudia Capdesuner (Date)
Assistant County Attorney

With a copy to:
Andrew J. Meyers at ameyers@broward.org
County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

By _____
Angela J. Wallace (Date)
Deputy County Attorney

CC/AJW
01/11/18
Six-Cent Local Option Gas Tax ILA.doc

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, AND WILTON MANORS REGARDING DISTRIBUTION OF A SIX-CENT LOCAL OPTION GAS TAX ON EVERY GALLON OF MOTOR FUEL AND SPECIAL FUEL SOLD IN BROWARD COUNTY

CITY OF FORT LAUDERDALE, through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the _____ day of _____, 20____.

WITNESS:

CITY OF FORT LAUDERDALE,
A Florida Municipal Corporation

Signature of Witness

By _____
Dean Trantalis, Mayor

Print of Type Name of Witness

_____ day of _____, 2018

Signature of Witness

By _____
Lee R. Feldman, City Manager

Print of Type Name of Witness

ATTEST:

By _____
Jeffrey A. Modarelli, City Clerk

Approved as to legal form:

Cynthia A. Everett, City Attorney

By _____
Tania M. Amar, Assistant City Attorney

Designated Address for Notices (include email address(es):

City of Fort Lauderdale
City Hall
100 North Andrews Avenue
Fort Lauderdale, FL. 33301
Attention: City Manager
Email: lfeldman@fortlauderdale.gov

With a copy to:
City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Email: ceverett@fortlauderdale.gov