

**2016 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 2016 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	FY17 Percent Share of Proceeds
Coconut Creek	1.600530%
Cooper City	0.938264%
Coral Springs	3.514869%
Dania	0.866655%
Davie	2.740694%
Deerfield Beach	2.168109%
Fort Lauderdale	4.952724%
Hallandale	1.086685%
Hillsboro Beach	0.052801%
Hollywood	4.098711%
Lauderdale-by-the-Sea	0.171272%
Lauderdale Lakes	0.967252%
Lauderhill	1.969828%
Lazy Lake	0.000679%

Lighthouse Point	0.292939%
Margate	1.579545%
Miramar	3.735860%
North Lauderdale	1.222662%
Oakland Park	1.227130%
Parkland	0.795499%
Pembroke Park	0.176363%
Pembroke Pines	4.522819%
Plantation	2.474510%
Pompano Beach	3.005182%
Sea Ranch Lakes	0.018949%
Southwest Ranches	0.208971%
Sunrise	2.506581%
Tamarac	1.760913%
Weston	1.859050%
West Park	0.410052%
Wilton Manors	0.343902%
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	FY17 Population
Coconut Creek	56,593
Cooper City	33,176
Coral Springs	124,282
Dania	30,644
Davie	96,908

Deerfield Beach	76,662
Fort Lauderdale	175,123
Hallandale	38,424
Hillsboro Beach	1,867
Hollywood	144,926
Lauderdale-by-the-Sea	6,056
Lauderdale Lakes	34,201
Lauderhill	69,651
Lazy Lake	24
Lighthouse Point	10,358
Margate	55,851
Miramar	132,096
North Lauderdale	43,232
Oakland Park	43,390
Parkland	28,128
Pembroke Park	6,236
Pembroke Pines	159,922
Plantation	87,496
Pompano Beach	106,260
Sea Ranch Lakes	670
Southwest Ranches	7,389
Sunrise	88,630
Tamarac	62,264
Weston	65,734
West Park	14,499
Wilton Manors	12,160
Total Incorporated	1,812,852
Unincorporated Area	14,515
Total County	1,827,367

3. This 2016 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.

4. In the event any provision within this 2016 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 2016 Amendment and the Interlocal Agreement, as previously amended, the parties agree that this 2016 Amendment shall control.

6. This 2016 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 2016 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 March 8th, 2016, 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

8th day of March, 2016

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: _____

AJM
2/11/2016
GASTAX3_2016.doc
«Municipality»

**2016 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

WITNESSES:

CITY OF MARGATE

By _____
Tommy Ruzzano, Mayor

____ day of _____, 2016.

ATTEST:

By _____
Joseph J. Kavanagh
City Clerk

Douglas E. Smith, City Manager

____ day of _____, 2016

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Eugene M. Steinfeld, City Attorney