

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND
THE TOWN OF CENTURY, RELATING TO 6-CENT LOCAL OPTION FUEL TAX
PROCEEDS**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the Town of Century, Florida, (hereinafter referred to as "Town") a municipal corporation organized under the laws of the State of Florida, with administrative offices located at 7995 N Century Blvd, Century, FL 32535, (each, at times, being referred to as "Party" or collectively as "Parties").

WITNESSETH:

WHEREAS, the County and the Town have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the Parties are authorized by §163.01, Florida Statutes, to enter into interlocal agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, pursuant to the authority granted in §336.025, Florida Statutes, the County enacted Ordinance 2026-____ to extend the six (6) cent local option fuel tax levied upon every gallon of motor fuel and diesel fuel sold in the County for a period of ten (10) years commencing on January 1, 2027, and expiring on December 31, 2036; and

WHEREAS, pursuant to §336.025(1)(b)(2), Florida Statutes, the proceeds of said tax may be distributed among the County and the eligible municipalities located therein based upon interlocal agreement; and

WHEREAS, the County has distributed to the Town .81% of the total six (6) cent local option fuel tax proceeds calculated on an annual basis since the City and the County entered into an interlocal agreement on March 23, 2017, which established this percentage of distribution; and

WHEREAS, the Parties desire to enter into this Interlocal Agreement setting forth the terms whereby the County may contribute to the Town .81% of the total six (6) cent local option fuel tax proceeds calculated on an annual basis; and

WHEREAS, the Parties acknowledge the requirement to review the distribution of the six (6) cent local option fuel tax on a periodic basis pursuant to §336.025(1)(b)(2), Florida Statutes,

WHEREAS, the Parties have concluded it is in the best interest of the citizens of Escambia County to enter into this agreement establishing the terms whereby the County may contribute to the Town .81% of the total six (6) cent local option fuel tax proceeds calculated on an annual basis as provided herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, the County and the Town agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Purpose. Pursuant to §163.01, Florida Statutes, this Interlocal Agreement establishes the terms whereby the County may contribute to the Town a total of .81% of the of six (6) cent local option fuel tax proceeds on an annual basis.
3. Funds. During the term of this Agreement, the County agrees to contribute to the Town of Pensacola a total of .81% of the six (6) cent local option fuel tax proceeds calculated on an annual basis.
4. Term. The term of this Agreement shall commence on January 1, 2027, and shall renew annually on January 1st, for a period of ten (10) years ending on December 31, 2036, unless earlier terminated as provided herein.
5. Termination. This Agreement may be terminated by either party upon providing written notice of termination at least thirty (30) days prior to the annual renewal date of January 1st.
6. Periodic Review. Pursuant to §336.025(1)(b)(2), Florida Statutes, the Parties agree each Party will review this agreement on a periodic basis with the first review occurring five (5) years from the date the last party executed this contract.
7. Effective Date. This Agreement shall become effective, after being properly executed by the Parties, when filed in the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for filing the Agreement with the Clerk.
8. Liability. Subject to any claim of sovereign immunity provided by §768.28, Florida Statutes, each Party to this agreement shall be fully liable for the acts and omissions of its respective employees and agents acting within the course of normal duties in the performance of this Agreement.
9. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event either Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party may, without prejudice to any right or remedy and after giving that Party, seven (7) days' written notice, during which period the Party fails to allow access to such documents, immediately terminate this Agreement.
10. Rights of Bondholders. Under no circumstances shall this interlocal agreement materially or adversely affect the rights of holders of outstanding bonds of the County, City of Pensacola, or the Town of Century which are backed by fuel taxes authorized by section §336.025, Florida Statutes.
11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is the subject of this Agreement shall be in the County of Escambia.
12. Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated

upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion shall be deemed severed from this Agreement and the balance shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

14. Further Documents. The Parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

15. No Waiver. The failure of either Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of any right to thereafter enforce the same in accordance with this Agreement.

16. Notices: All notices required or made pursuant to this Agreement by either Party shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

To the County:

County Administrator
Escambia County
221 South Palafox Place
Pensacola, Florida 32502

To the City:

Mayor
Post Office Drawer 790
Century, FL 32535

Either Party may change its above noted address by giving written notice to the other Party in accordance with the requirements of this section.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates, under each signature:

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: _____
Ashee M. Hofberger, Chair

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

CITY:

The Town of Century, a Florida Municipal Corporation

By: _____
Mayor

Date: _____

ATTEST: Carrie Moore
Clerk of the Town of Century

By: _____
City Clerk

Legal in form and valid as drawn:

By: _____
City Attorney