

**INTERLOCAL AGREEMENT
PROVIDING FOR DIVISION AND DISTRIBUTION OF A LOCAL OPTION GAS TAX
(FIFTH CENT) ON MOTOR FUEL IN HARDEE COUNTY**

This Interlocal Agreement ("Agreement") is entered into by and among: Hardee County, a political subdivision of the State of Florida ("County"), Bowling Green, Wauchula, and Zolfo Springs, all municipal corporations organized and existing under the laws of the State of Florida (collectively referred to as the "Municipalities") the County and Municipalities are collectively referred to as the "Parties").

RECITALS

A. Section 336.025(1)(b), Florida Statutes, as amended, authorizes the County to establish an additional local option gas tax, not to exceed five cents (\$0.05) on every gallon of motor fuel sold in the County and taxed under the provisions of Part I Chapter 206, Florida Statutes, to be used solely for transportation related expenditures, 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.

B. The Parties desire that the current additional five-cent (\$0.05) local option gas tax expiring December 31, 2025, established by the Board of County Commissioners in Ordinance No. 2015-07 ("Prior Ordinance"), be reestablished, reimposed, and relieved through December 31, 2035, 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. **Purpose of Agreement:** The purpose of this Agreement is to establish the additional five-cent (\$0.05) local option gas tax to be used for transportation expenditures and to allocate the proceeds of this local option gas tax among the Parties as set forth herein.
3. **Distribution of Proceeds:** The Parties agree to divide the proceeds of the additional five-cent (\$0.05) local option gas tax in accordance with the State of Florida distribution rates based on the actual amount of funds expended on transportation:

The 2024 State distribution percentages showed an Eighty-Nine and one-half percent (89.5%) to the County, and Ten and one-half percent (10.5%) to the Municipalities; one and eleven hundredths percent (1.11%) to Bowling Green, eight and thirty-three hundredths percent (8.33%) to Wauchula and one and six hundredths percent (1.06%) to Zolfo Springs.

4. **Term of Agreement:** Pursuant to Section 336.025(1)(b)1, Florida Statutes, the additional five-cent (\$0.05) local option gas tax and this Agreement shall become effective, and continue uninterrupted, from and including January 1, 2026, through and including December 31, 2035, a term of ten (10) years. Upon mutual written agreement the Parties shall have the option to renew this Agreement for additional ten (10) year terms subject to approval of the renewal of the imposition of the local option gas tax.

5. **Notices:** All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. Mail, return receipt requested, addressed to the following:

If to the County

Terry Atchley, County Manager
412 West Orange Street, Room 203A
Wauchula, Florida 33873

If to Bowling Green

Pamela Durrance, City Manager
104 Main Street
Bowling Green, FL 33834

With required copy to:

Sarah Johnston, City Attorney
Bryant Miller Olive P.A.
400 North Tampa St., Suite 1600
Tampa, FL 33602

If to Wauchula

Olivia Minshew, City Manager
126 South 7th Avenue
Wauchula, FL 33873

If to Zolfo Springs

Linda Roberson, Town Manager
104 5th Street West
Zolfo Springs, FL 33890

6. **Termination Resulting from Judicial Determination:** If, as a result of a judicial ruling, any Party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.
7. **Entire Agreement:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or 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.
8. **Applicable Law:** This Agreement shall be governed by the laws of the State of Florida. The venue for any litigation resulting from this Agreement shall be in Hardee County, Florida. Should litigation be necessary to enforce any term or provision of this Agreement, then all litigation expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party.
9. **Mutual Indemnification:** To the fullest extent permitted by law, each party agrees to assume liability for and indemnify, hold harmless and defend the other party, its mayor, commissioners, officers, board members, executives, employees, and agents from and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for breach of contract, personal injury, property damage, equitable relief, or loss of use arising out of its respective obligations under this Agreement, excluding only claims arising out of the negligence, recklessness, willful disregard for human life or property or wanton misconduct of the party to be indemnified hereunder. Pursuant to section 768.28(19), Florida Statutes, nothing contained herein shall be construed to require any party to indemnify or ensure the other party for the other party's negligence or to assume any liability for the other party's negligence. Any indemnification hereunder shall include all attorneys' fees and costs incurred in the enforcement of this indemnification provision. Nothing contained in this Agreement and specifically this indemnification provision is intended to nor shall it in any way be construed as an additional waiver of sovereign immunity beyond the expressed written contractual obligations of the respective

Parties contained within this contract. Excluded from any indemnification obligation are any claims for which either party is immune from suit under the doctrine of sovereign immunity or for any amount of a claim exceeding the limitations of liability established by section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this Agreement, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

10. **Mutual Drafting:** This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.
11. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.
12. **Authority:** The Parties represent and warrant that each is authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.
13. **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.
14. **Electronic Signatures:** This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been caused to be signed by the respective governing bodies of the parties hereto.

HARDEE COUNTY

Russell A. Melendy
Chair

ATTEST:

Victoria L. Rodgers
Ex-Officio Clerk to the Board

APPROVED AS TO FORM:

Sarah Johnston, County Attorney

CITY OF BOWLING GREEN, through its City Council, signing by and through its Mayor, authorized to execute the same by Council action on the _____ day of _____, 20____.

ATTEST:

CITY OF BOWLING GREEN, a municipal corporation

By: _____
CITY CLERK

By: _____
CITY MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF WAUCHULA, through its City Commission, signing by and through its Mayor, authorized to execute the same by Commission action on the _____ day of _____, 20____.

ATTEST:

**CITY OF WAUCHULA, a municipal
corporation**

By: _____
CITY CLERK

By: _____
CITY MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

TOWN OF ZOLFO SPRINGS, through its Town Commission, signing by and through its Mayor, authorized to execute the same by Commission action on the _____ day of _____, 20____.

ATTEST:

TOWN OF ZOLFO SPRINGS, a municipal corporation

By: _____
CITY CLERK

By: _____
TOWN MAYOR

APPROVED AS TO FORM:

TOWN ATTORNEY