CITY OF LAKE WORTH
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SECOND
ADDITIONS/DELETIONS/REORDERING TO AGENDA
APRIL 5, 2016
REGULAR MEETING

Updates/Future Action/Directions:

Item 9. (H.) (add) Interlocal Agreement supporting Palm Beach County's sales tax increase

AGENDA DATE: April 5, 2016 **DEPARTMENT:** **City Manager**

EXECUTIVE BRIEF

TITLE:
Interlocal Agreement with the County supporting a one cent sales tax increase

SUMMARY: On March 22, 2016 the Board of County Commissioners of Palm Beach County approved a plan in cooperation with the School District of Palm Beach County and in accordance with Section 212.055, Florida Statues, to enact a one-cent sales tax to pay for needed improvements to infrastructure, parks, public safety initiatives and economic development.

BACKGROUND AND JUSTIFICATION:
The County has requested each municipality within Palm Beach County to support the one-cent sales tax and enter into an Interlocal Agreement agreeing to the allocation of funds. The allocation of the funds received will be as 48 percent to the School District; 27.5 percent to the County; 18.5 percent to the 38 municipalities within Palm Beach County; 4.5 percent to the cultural institutions and 1.5 percent to economic development.

BACKGROUND AND JUSTIFICATION:

MOTION: I move to approve/not approve the Interlocal Agreement to supporting the County's one-cent sales tax initiative.

ATTACHMENT(S):
Interlocal Agreement

INTERLOCAL AGREEMENT AMONG PALM BEACH COUNTY, THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, AND THE SIGNATORY MUNICIPALITIES PERTAINING TO THE SHARED DISTRIBUTION AND USE OF THE ONE CENT LOCAL GOVERNMENT INFRASTRUCTURE SURTAX

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this ___ day of _____, 2016, by and between **PALM BEACH COUNTY** ("County"), a political subdivision of the State of Florida, **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**, a corporate body politic of the state of Florida ("School Board"), and the signatory municipalities (collectively referred to hereinafter as "**MUNICIPALITIES**"):

WITNESSETH:

WHEREAS, pursuant to section 212.055(2), Florida Statutes (2015), the County intends to authorize by Ordinance the imposition of a one percent (1.0%) local government infrastructure sales surtax ("Surtax") upon taxable transactions occurring in Palm Beach County and has provided for distribution of the proceeds from the Surtax subject to the outcome of a countywide referendum on November 8, 2016; and

WHEREAS, the Municipalities are located within Palm Beach County, are eligible to receive a portion of the Surtax, represent a majority of the County's municipal population, and desire to jointly establish with the County the distribution formula for the proceeds of the Surtax in accordance with section 212.055(2)(c)(1), Florida Statutes (2015); and

WHEREAS, section 212.055(2)(c)(1), Florida Statutes (2015), provides that this Agreement may include a school district with the consent of the county governing authority and the governing bodies of the municipalities representing a majority of the county's municipal population; and

WHEREAS, the parties to this Agreement desire to work together in order to promote the safe, efficient, and uninterrupted provision of numerous essential public services provided by the County, the Municipalities, and the School Board, including but not limited to providing improvements to district-owned school buildings, equipment, technology and security; purchasing school buses; repairing, constructing and equipping roads, bridges, sidewalks, streetlights, signalization, parks, recreational and governmental facilities, drainage, and wastewater facilities; and purchasing public safety vehicles and equipment; and

WHEREAS, the parties desire to provide economic development projects and incentives as allowed under Florida Statutes; and

WHEREAS, the parties to this Agreement shall each be responsible for the adoption of project lists that will be funded from the Surtax Proceeds, subject to future revisions by the governing body of each applicable entity.

NOW THEREFORE, in consideration of the promises, covenants, and commitments contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged set forth herein, the parties agree as follows:

SECTION 1. RECITALS.

The foregoing recitals are true and correct and are hereby incorporated into and become a part of this Agreement.

SECTION 2. TERM.

This Agreement shall become effective when approved by the governing bodies of the County, the requisite number of Municipalities, and the School Board pursuant to section 212.055(2)(c)(1), Florida Statutes (2015). This Agreement shall remain in effect for the life of the Surtax imposed pursuant to the County Ordinance imposing the Surtax (the "Ordinance")

and until all Surtax Proceeds, as defined in Section 2 below, are expended by the respective parties.

SECTION 3. DISTRIBUTION PERCENTAGES.

(a) The Surtax Proceeds, defined as the collected Surtax less the amounts retained by the Florida Department of Revenue for administrative expenses pursuant to section 212.055(2), Florida Statutes (2015), derived from the Surtax levied and imposed by the County shall be distributed by the Department of Revenue directly to the parties to this Agreement as follows:

Recipient	Share of Total Proceeds
Palm Beach County	33.5% (includes 4.5% for economic development cultural facilities and at least 1.5% for economic development incentives)
School Board of Palm Beach County, Florida	48%
Municipalities within Palm Beach County	18.5% (to be divided proportionately among them based on population in the manner as set forth in Section 218.62(3), Florida Statutes; provided that the County's share received shall be as described herein and not pursuant to Section 218.62, Florida Statutes).

(b) Distribution of the Surtax Proceeds hereunder shall be made monthly by the Department of Revenue from the Discretionary Surtax Clearing Trust Fund directly to the County, the Municipalities, and the School Board as to their respective shares of Surtax Proceeds during the term of this Agreement commencing on or about January 2017 and each month thereafter during the term of this Agreement.

SECTION 4. USE OF SURTAX PROCEEDS.

The parties to this Agreement each certify that all Surtax Proceeds shall be expended only as permitted by section 212.055(2), Florida Statutes and the ballot language of the November 8, 2016 referendum. The County, the Municipalities, and the School Board shall each be separately responsible for the adoption of project lists that will be funded from the Surtax Proceeds, subject to future revisions by the governing body of each applicable entity. Any future revisions of the resolution(s) of the individual parties shall not require an amendment to this Agreement or the joinder and consent of the other parties.

SECTION 5. CREATION OF CITIZEN OVERSIGHT COMMITTEES.

(a) The County, the Municipalities, and the School Board shall each separately provide for the creation of citizen oversight committees ("Committee" or collectively "Committees") to provide for citizen review of their respective expenditure of Surtax Proceeds, as soon as possible after the Surtax becomes effective, but not later than the date on which Surtax funds are first expended. A Municipality may either participate in an oversight committee created by the Palm Beach League of Cities or create its own committee.

(b) The Committees shall serve as advisory and reporting bodies to the creating entities. Each creating entity shall establish specific duties and membership requirements governing Committee operations and participation.

(c) The Committees shall meet monthly, or as otherwise needed to fulfill their duties and responsibilities. Each Committee shall provide an annual report to the governing board of the entity which created it no later than December 31 of each year for acceptance.

(d) Committee members shall receive no compensation for the performance of their duties.

(e) The Committees, their members, and all their proceedings shall be governed by

and comply with the provisions of the Florida Sunshine Law, Chapter 286, Florida Statutes, the Florida Public Records Law, Chapter 119, Florida Statutes, and the Florida Ethics Code, Chapter 112, Florida Statutes, and all other applicable local or state statutes, ordinances, or rules.

SECTION 6. MUTUAL COOPERATION.

Each party agrees to work cooperatively and in good faith, individually and collectively, with the other parties to this Agreement on matters that are included and beyond the scope of this Agreement.

SECTION 7. MISCELLANEOUS.

(a) This Agreement is the entire agreement between the parties and all understandings and agreements are incorporated in this Agreement. This Agreement supersedes any prior agreements between the parties relating to Surtax.

(b) Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto.

(c) The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(d) Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public

records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

(e) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

(f) This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflict of laws provisions. The parties agree that any controversies or legal disputes arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifteenth Judicial Circuit of Palm Beach County, Florida.

(g) A copy of this Interlocal Agreement and all subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, upon its execution by all parties hereto.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have caused this Local Government Infrastructure Surtax Interlocal Agreement to be duly executed in counterparts by their respective and duly authorized officers as of the date set forth above.

PALM BEACH COUNTY, FLORIDA

By: _____
Mary Lou Berger
Mayor

(SEAL)

ATTEST:

Sharon R. Bock, Clerk & Comptroller
Circuit Court

By:_____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
County Attorney

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

By:_____
Chuck Shaw, Chairman

By:_____
Robert M. Avossa, Ed.D., Superintendent

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
School Board Attorney

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk