

**INTERLOCAL AGREEMENT AMONG OKALOOSA COUNTY AND THE
MUNICIPALITIES OF CINCO BAYOU, CRESTVIEW, DESTIN, FORT WALTON BEACH,
LAUREL HILL, MARY ESTHER, NICEVILLE, SHALIMAR, AND VALPARAISO FOR
THE DISTRIBUTION OF THE LOCAL OPTION GAS TAX REVENUES**

This AGREEMENT, made and entered into this ____ day of September, 2013, by and among OKALOOSA COUNTY, a political subdivision of the State of Florida, hereinafter called "County", and the Municipalities of CINCO BAYOU, CRESTVIEW, DESTIN, FORT WALTON BEACH, LAUREL HILL, MARY ESTHER, NICEVILLE, SHALIMAR, and VALPARAISO, hereinafter called the "Municipalities", for the distribution of all local option gas taxes required to be shared with the municipalities in accordance with the provisions of Section 336.025, Florida Statutes.

INDEMNIFICATION:

To the extent permitted by law, Municipalities and County hereto agree to indemnify and hold harmless each other for any and all damages arising out of their respective negligence regarding the performance of this Agreement.

SOVEREIGN IMMUNITY:

Nothing in this Agreement shall be deemed a waiver of immunity or a limitation of liability of any of the governmental parties hereto beyond any statutory limited waiver of immunity or limitation of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operations of law.

GOVERNING LAW:

All applicable local and state laws, rules, and regulations shall govern the Municipalities and the County. Venue for any action arising out of this Agreement shall lie in Okaloosa County.

SEVERABILITY:

If any provision hereof is in conflict with any applicable statute, rule, regulation or is otherwise unenforceable, then such provision shall be null and void to the extent of such conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

CONSTRUCTION:

The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

AUTHORITY:

The execution of this Interlocal Agreement has been duly authorized by the appropriate official action of each party hereto, each party has complied with all requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement. This Agreement shall bind the successors, assigns, and legal representatives of the parties.

In consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, for the mutual benefit of the Municipalities, their constituents and the County, and its constituents, it is agreed that the six cents of the first local option gas tax imposed in accordance with Ordinance Nos. 87-13 and 03-14 and up to five cents of the second local option gas tax imposed by the County shall be divided among and distributed to the County and eligible Municipalities in Okaloosa County for the purposes as set forth in Section 336.025, Florida Statutes, by the Florida Department of Revenue as follows:

RECIPIENT	SHARE OF PROCEEDS
Cinco Bayou	0.3828 %
Crestview	7.8062 %
Destin	7.9133 %
Fort Walton Beach	9.7956 %
Laurel Hill	0.4593 %
Mary Esther	1.9899 %
Niceville	4.3618 %
Shalimar	0.6124 %
Valparaiso	2.6787 %
Okaloosa County	64.0000 %

AMENDMENTS:

This Agreement may be modified only by the mutual written consent of a minimum of 75% of the total population of the Municipalities and may be reopened for negotiation of the funding distribution at any time during the term of the Agreement.

This Agreement and any amendments hereto, shall be filed with the Clerk of the Circuit Court for Okaloosa County, Florida, as required by Section 163.01(11), Florida Statutes. This Agreement shall be effective for the distribution of the local option gas taxes required to be shared with the municipalities for a ten (10) year period through the 2023 calendar year, or until recalculated by the County or the Municipalities based on the transportation expenditures of the immediately preceding five (5) years pursuant to the provisions of Section 336.025, Florida Statutes, whichever first occurs. All parties agree to provide a certification of their transportation expenditures prepared by their auditors if requested for a recalculation of the distribution formula.

IN WITNESS WHEREOF, the County and the Municipalities have caused this Agreement to be duly executed and entered into on the date first above written.

OKALOOSA COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

Clerk of Circuit Court

TOWN OF CINCO BAYOU, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

CITY OF CRESTVIEW, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

CITY OF DESTIN, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

CITY OF FORT WALTON BEACH, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

CITY OF LAUREL HILL, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

CITY OF MARY ESTHER, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

CITY OF NICEVILLE, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

TOWN OF SHALIMAR, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

CITY OF VALPARAISO, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk