

RESOLUTION NO. 2018-217

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER OF COCONUT CREEK TO EXECUTE THE TRANSPORTATION SURTAX INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY, THE BROWARD METROPOLITAN PLANNING ORGANIZATION, AND THE CITY OF COCONUT CREEK RELATING TO THE COUNTY'S ONE CENT TRANSPORTATION SURTAX LEVY, WHICH WILL BE ON THE NOVEMBER 6, 2018, BALLOT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the provision of adequate and efficient transportation infrastructure and equipment upon which the public depends on a day-to-day basis is a matter of great public concern to the citizens of Broward County and the City of Coconut Creek; and

WHEREAS, because of the need for transportation system improvements, the Broward County Commission will place on the November 6, 2018, ballot for consideration by the countywide electorate, a proposed transportation surtax levy of one cent; and

WHEREAS, on August 21, 2018, the County approved and executed the Transportation Surtax Interlocal Agreement between Broward County, the Metropolitan Planning Organization (MPO), and the municipalities that formally approve and execute the Agreement and return it to the County (ILA). The ILA will become effective only if, by September 30, 2018, it is approved and executed by the MPO and municipalities representing a majority of the County's population; and

WHEREAS, the City of Coconut Creek has submitted a list of projects to Broward County that the City would like to fund from the proceeds of the Transportation Surtax, if approved by voters on November 6, 2018; and

WHEREAS, the City of Coconut finds it to be in the best interests of our residents, businesses, and visitors to execute the Transportation Surtax Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission has reviewed and approves the attached Transportation System Surtax Interlocal Agreement between Broward County, the Metropolitan Planning Organization, and the City of Coconut Creek.

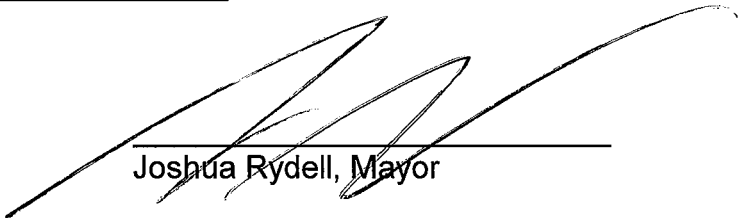
Section 2: That the City Manager of Coconut Creek is hereby authorized to execute the attached Transportation System Surtax Interlocal Agreement between Broward County, the Metropolitan Planning Organization, and the City of Coconut Creek.

Section 3: That pursuant to Section VI. of the Transportation System Surtax Interlocal Agreement, the City Clerk is directed to return the executed Transportation System Surtax Interlocal Agreement to Broward County and to scan and email a copy of said ILA to the Broward County Administrator and Attorney at the emails listed in Section XVI of the ILA on or before September 30, 2018.

Section 4: That if any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this Resolution.

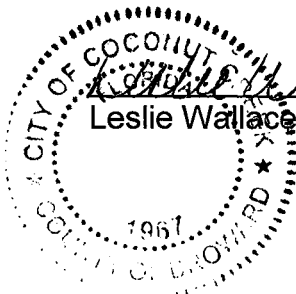
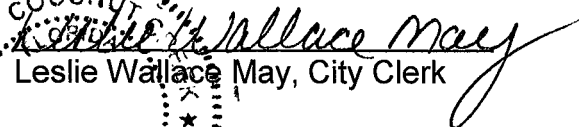
Section 5: That this Resolution shall be in full force in effect immediately upon its adoption.

Adopted this 27th day of September, 2018.



Joshua Rydell, Mayor

Attest:

Leslie Wallace May, City Clerk

Rydell	<u>Aye</u>
Welch	<u>Aye</u>
Tooley	<u>Aye</u>
Sarbone	<u>Aye</u>
Belvedere	<u>Aye</u>

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

This Transportation System Surtax Interlocal Agreement (the "Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida (the "County"), the municipalities that formally approve this Agreement and execute and return to the County a signature page bearing the above legend, each of which is a municipal corporation within Broward County existing under the laws of the State of Florida (collectively, the "Municipalities"), and the Broward County Metropolitan Planning Organization, duly organized and existing under Section 339.175, Florida Statutes (the "MPO").

Recitals

A. Because of the urgent need for transportation system improvements, the County Commission voted on June 5, 2018, to place on the November 6, 2018, ballot, for consideration by the countywide electorate, a proposed transportation surtax levy of one percent (1%) (the "Ballot Proposal"). On June 5, 2018, the County Commission also enacted Ordinance No. 2018-29, the Broward County Transportation Surtax Ordinance, which is codified in Section 31½-71, et seq., Broward County Code of Ordinances, and which, among other things:

1. Levied the surtax subject to subsequent voter approval;
2. Established a transportation surtax trust fund into which all surtax proceeds will be deposited;
3. Established an independent oversight board (the "Oversight Board") to ensure transparency and objectivity in the review of applications for funding from surtax proceeds;
4. Established a seven (7) member entity (the "Appointing Authority") to appoint the members of the Oversight Board. One of the members is a designee of the Broward League of Cities; and
5. Provided a process by which any municipality within Broward County may apply for project funding from surtax proceeds, which process includes a request that the MPO review and rank all municipal projects based on each project's ability to alleviate traffic congestion and enhance connectivity.

B. The County and the Municipalities enter into this Agreement to demonstrate their commitment to work together to protect the health, safety, and welfare of their mutual residents and visitors, including by educating the electorate, consistent with state law requirements, on the critical importance of the Ballot Proposal.

C. The County Commission, the governing body of each of the Municipalities, and the MPO enter into this Agreement on behalf of their respective entities after having made the following findings:

1. Without a dedication of substantial new revenues, the existing transit system within Broward County will not be sustainable, alternative modes of transportation will not be realized, and traffic congestion will continue to worsen;
2. The ten-year Transportation Development Plan approved by the County Commission on January 9, 2018, identifies that the County's transit system will be substantially underfunded by 2025, despite the current dedication of substantial *ad valorem* tax revenues to subsidize transit operations;
3. The proposed transportation surtax would enable the advancement of transportation and premium transit projects presently identified in the MPO's Commitment 2045 Metropolitan Transportation Plan and the current five-year Transportation Improvement Program, and would provide funding for roadway capital investment projects that would improve safety, reduce congestion, and advance multimodal mobility options for residents and visitors, which projects are currently infeasible for reasons including a lack of dedicated revenue for operations and maintenance; and
4. Critically, the proposed transportation surtax would provide a dedicated funding source that would enable the County to leverage revenues contributed by residents and visitors to obtain federal transportation grants available only to grant applicants that can demonstrate the financial resources to build, operate, and maintain, through their useful lives, major transportation projects, thereby bringing back to Broward County more of the tax dollars paid by local residents and businesses that would otherwise be allocated to other counties and states. The proposed surtax would enable the County to compete directly for, and work collaboratively with other governmental and private partners to acquire, certain discretionary state and federal funding to advance the mobility goals of the region.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Agreement

- I. **Recitals**. The above-stated Recitals are true and correct and are incorporated herein by this reference.
- II. **Applications for Funding**. All municipal projects included within the Regional Mobility & Transportation Enhancements Surtax Initiative, which will be considered by the County Commission on September 13, 2018 (the "Current Municipal Projects"), shall be deemed to have been properly submitted by the Municipalities to the County consistent

with Section 31½-75(h), Broward County Code of Ordinances, and are not required to be resubmitted. There are seven hundred nine (709) Current Municipal Projects, with an estimated total cost of \$2.8 billion (including the City Project Contingency). All of these projects have been submitted to the MPO for review, ranking, and prioritization, consistent with Section IV below.

III. Eligibility. While the Transportation Surtax Ordinance prioritizes funding for municipal projects that will relieve traffic congestion and increase connectivity, the following municipal projects may be considered for funding:

A. Street lighting - Improvements to lighting systems along a public road that illuminate the right-of-way for vehicles, pedestrians, and bicyclists. A lighting justification report consistent with Broward County and FDOT policies is required for these improvements to be considered;

B. Drainage - Improvements to a public road storm water system that address drainage deficiencies, provided the drainage improvements only address storm water runoff from a public roadway. Improvements to address runoff from private roads and developments are not eligible;

C. Buffer/Sound Walls - Improvements that are consistent with the Florida Department of Transportation's noise decibel level criteria;

D. Fiber-optic - Improvements supporting only communications for the public transportation system, provided that the proposed improvements have received approval from the maintaining and operating agency(ies). Shared conduit may not be considered for surtax funding;

E. Landscaping - Only improvements within the public road right-of-way that meet the applicable design criteria may be considered for funding;

F. Parking - Improvements used for park-and-ride or other transit-oriented development parking that serves the public. Garages directly related to a transportation project that serves the public will be considered, provided the parking fees do not exceed costs associated with securing, operating, and maintaining the facility; and

G. Road Improvements - Resurfacing and road repairs, pavement markings, signage, guardrails, ADA accommodations, and traffic calming projects are eligible. High-end decorative lighting, decorative road signage, brick pavers, and similar items are not eligible.

IV. MPO Review and Ranking. For all Current Municipal Projects and all future municipal projects submitted to the MPO (collectively, "Submitted Municipal Projects"), the MPO agrees to review, rank, and prioritize the projects based upon each project's ability to alleviate traffic congestion and enhance connectivity. The parties hereto acknowledge that the MPO might lack adequate resources to review, rank, and prioritize

the Submitted Municipal Projects prior to calendar year 2020. The impact of this is addressed in Section V below. The MPO's obligation under this paragraph shall be subject to: (a) the County and MPO entering into an agreement for the County to fund, from Transportation Surtax Proceeds (as defined below), the MPO's actual, reasonable costs of meeting this obligation; and (b) the County, MPO, and Municipalities representing a majority of the population of Broward County entering into a separate agreement to establish the methodologies and criteria pursuant to which the MPO will review, rank, and prioritize the applicable projects.

V. Surtax Proceeds for Submitted Municipal Projects.

A. If the proposed surtax levy is approved by the voters in the November 6, 2018, election, the net amount of transportation surtax proceeds the County receives from the Florida Department of Revenue ("FDOR") shall be defined as the "Transportation Surtax Proceeds." The amount of Transportation Surtax Proceeds currently estimated to be received during the thirty-year levy is approximately \$15.6 billion.

B. Section 212.055, Florida Statutes, which authorizes the levy of the proposed surtax, was recently amended to require, prior to the conducting of the referendum, completion of an independent "performance audit of the program associated with the surtax adoption proposed by the county." In connection with that audit, the County submitted to the state's Office of Program Policy Analysis and Government Accountability a table attached hereto as Exhibit A (the "Table"). The Table shows the amount of Transportation Surtax Proceeds currently projected to be received by the County and the current intended use of such proceeds.

C. The row of the Table titled "City Projects" represents the County's current estimate of the amount of money available and intended in good faith to be utilized during the thirty-year tax levy to fund Submitted Municipal Projects approved by the Oversight Board (a separate row of the Table addresses Community Bus Service).

D. Consistent with Section 212.055(1)(d), Florida Statutes, the County Commission hereby determines it appropriate and the County hereby commits that, for each applicable year during which Transportation Surtax Proceeds are received by the County, an amount equal to a minimum of ten percent (10%) of the Transportation Surtax Proceeds received by the County that year, less the amount directly paid from Transportation Surtax Proceeds for Community Bus Service as outlined below, shall be used to fund Submitted Municipal Projects in the order of ranking by the MPO (with the highest-ranked project receiving the first funding). The timing and process of providing such funding shall be consistent with applicable law including Section 129.01, Florida Statutes. If there is insufficient funding remaining within such ten percent (10%) commitment (less Community Bus Service funding) to fund the highest-ranked Submitted Municipal Project that remains unfunded (i.e., the next project that would receive funding), the County Commission may, at its option, either (i) exceed the ten percent (10%) commitment (less Community Bus Service funding) by funding the highest-ranked unfunded project or (ii) not fund that project and add the difference between the amount

of funding provided and the ten percent (10%) commitment (less Community Bus Service funding) to the amount to be funded the following year. Notwithstanding anything in this Agreement to the contrary, no Transportation Surtax Proceeds may be used to fund any Submitted Municipal Project: (i) submitted by a municipality that is not a party to this Agreement; (ii) that has not been approved by the Oversight Board; or (iii) to the extent utilization of Transportation Surtax Proceeds on such project would be impermissible under applicable law. Additionally, this ten percent (10%) commitment shall be reduced in any year to the extent requested expenditures for Submitted Municipal Projects prioritized by the MPO are below ten percent (10%) of Transportation Surtax Proceeds received during such year less Community Bus Service funding for such year. Funding of Submitted Municipal Projects and Community Bus Service shall be accomplished through interlocal agreements between the County and the applicable Municipalities. The unincorporated area of the County shall be considered a municipality eligible to receive funding committed under this section, and projects proposed on behalf of the unincorporated area of the County shall constitute Submitted Municipal Projects. Each Municipality agrees to keep any and all Transportation Surtax Proceeds it receives in a segregated financial account, and agrees not to comingle such proceeds with any other funds.

E. Community Bus Service. Transportation Surtax Proceeds will be used to directly fund all reasonable and necessary operating, maintenance, and capital costs of existing Community Bus Service and improved or new Community Bus Service, subject to the following conditions and subject to such expenditures being approved by the Oversight Board. Funding of Community Bus Service is not subject to any review or ranking by the MPO. To receive surtax funding, the Community Bus Service must meet or exceed the standard of 7.1 passengers per revenue service hour per route (the County has the discretion to increase this standard based on future population and ridership growth, in which event the increased standard must be met to be eligible for surtax funding). Notwithstanding anything to the contrary stated in this Agreement, the County shall not be obligated to fund in any year Community Bus Service in an amount exceeding ten percent (10%) of the Transportation Surtax Proceeds received by the County during that year.

F. Potential Limitation for Calendar Year 2019. Notwithstanding anything in this Agreement to the contrary, if the MPO is unable to review, rank, and prioritize Submitted Municipal Projects prior to calendar year 2020, the County shall fund during calendar year 2019 the Community Bus Service described in paragraph E above, and the differential (the amount of the ten percent commitment less the amount of 2019 surtax funding for such Community Bus Service) shall be added to the funding for Submitted Municipal Projects in 2020.

VI. Condition Precedent to Effectiveness of this Agreement; Joining After the Agreement Becomes Effective. This Agreement shall become effective only if, on or before September 30, 2018, the MPO and municipalities representing a majority of the population of Broward County formally approve, execute, and return the executed Agreement to the County, with a contemporaneous copy e-mailed to the County

Administrator and County Attorney at the e-mail addresses provided below. Any municipality may join the Agreement after it becomes effective. No municipality is eligible to receive any Transportation Surtax Proceeds prior to that municipality becoming a party to this Agreement. Additionally, if a municipality has not joined the Agreement on or before September 30, 2018, that municipality shall not be eligible to receive any Transportation Surtax Proceeds received by the County in 2019 (whether or not such proceeds are added to the 2020 funding as referenced in paragraph F above).

VII. Reporting, Audit, and Related Requirements. The County and each Municipality receiving funding pursuant to this Agreement agree to fully comply with the Reporting Requirements specified on Exhibit B, agree to fully comply and otherwise fully cooperate with the auditing, project review, and oversight requirements stated in Section 31½-75, Broward County Code of Ordinances, as same may be amended by the County (provided that such amendment(s) apply equally to the County), and agree that all of their respective expenditures of Transportation Surtax Proceeds will be consistent with applicable law and with the conditions, if any, of the approval received by the Oversight Board. The obligations stated in this paragraph shall survive expiration or earlier termination of this Agreement.

VIII. Term of Agreement. This Agreement shall remain in full force and effect until all Transportation Surtax Proceeds received by any party pursuant hereto have been expended and thereafter until ninety (90) days after the Oversight Board has completed its review of each applicable party's final audit. If the Ballot Measure is not approved by majority vote in connection with the November 6, 2018, election, this Agreement shall be null and void *ab initio*.

IX. No Impact on Future Levies. Nothing in this Agreement shall impact in any way, whatsoever, any future ballot question (whether placed on a ballot in 2019 or any time thereafter) seeking to impose, extend, or increase any levy of any surtax, or impact in any way any distribution from any such new, extended, or increased levy.

X. Funding Limited to Transportation Surtax Proceeds. The County's funding obligations under this Agreement shall be met solely through the use of Transportation Surtax Proceeds, and funding provided shall be consistent with applicable law including Section 129.01, Florida Statutes.

XI. Pledge of Support. To the full extent permissible under applicable law, all parties pledge to support the approval of the Ballot Measure and agree to work cooperatively to enhance the regional transportation system. Nothing stated in this section shall be interpreted to impede the free speech rights of any individual.

XII. Amendment. This Agreement may be amended by a written document formally approved by the County and by such Municipalities that, at the time the amendment is being considered, both (i) constitute a majority of the Municipalities that are a party to the Agreement, and (ii) cumulatively represent more than fifty percent (50%) of the County's total population. The MPO's written approval of any amendment shall only be required if

the amendment purports to modify any express obligation of the MPO hereunder. Any properly approved amendment shall be binding on all parties hereto.

XIII. Governing Law, Venue, and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS AGREEMENT, EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

XIV. Counterparts. This Agreement may be executed in counterparts, and such counterparts together shall constitute one and the same instrument.

XV. Further Actions. If an audit conducted in connection herewith or in connection with Chapter 31½, Broward County Code of Ordinances, documents any misspent funds or other violation of this Agreement, the party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration or earlier termination of this Agreement.

XVI. Notices. Any notice under this Agreement shall be provided by email to the following recipients:

As to the County:	Broward County Administrator Current e-mail: bhenry@broward.org
With a copy to:	Broward County Attorney Current e-mail: ameyers@broward.org
As to Municipality:	Manager/Administrator Name and current e-mail provided on signature page
With a copy to:	Municipal Attorney Name and current e-mail provided on signature page
MPO:	MPO Executive Director Current e-mail: stuartg@browardmpo.org
With a copy to:	MPO General Counsel Current e-mail: agabriel@wsh-law.com

A party's notice address may be changed at any time by that party, provided that party provides notice of such change consistent with the requirements of this section.

XVII. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any other agreement, representation, or communication, whether oral or written, between the parties relating to the subject matter of this Agreement.

XVIII. Headings. The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

XIX. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties hereto, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any party.

XX. Severability. In the event any portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the parties agree to negotiate in good faith to modify the invalidated portion of the Agreement in a manner designed to effectuate the original intent of the parties.

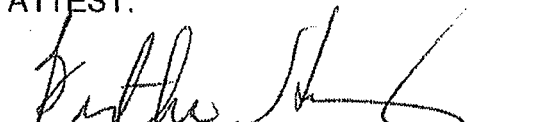
XXI. Advice of Counsel. Each party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and drafting of this Agreement.

[The remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, by its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Board action on the 21st day of August, 2018; each Municipality signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page; and the MPO signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page.

BROWARD COUNTY

ATTEST:


Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

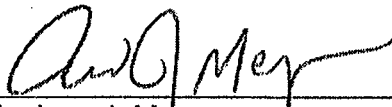
BROWARD COUNTY, by and through
its Board of County Commissioners

By 
Mayor

29 day of August, 2018

Approved as to form by:

Andrew J. Meyers
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
Broward County Attorney

29 day of August, 2018

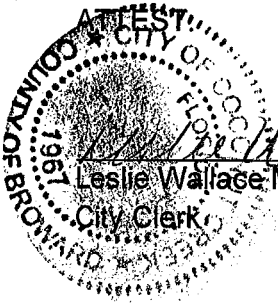
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the City of Coconut Creek, by its City Commission, signing by and through its City Manager, who is duly authorized to execute same by official action taken on September 27, 2018:

CITY OF COCONUT CREEK

By:

Mary C. Blasi 9/27/18
Mary C. Blasi, City Manager /Date



Leslie Wallace May 9/27/18
Leslie Wallace May, MMC Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn 9/27/18
Terrill C. Pyburn, City Attorney Date

In accordance with Section XVI. Notices., of this Agreement, any notice to the City of Coconut Creek shall be provided by email to the following recipients:

Mary C. Blasi, City Manager
mblasi@coconutcreek.net

and

Terrill C. Pyburn, City Attorney
tpyburn@coconutcreek.net

MPO Signature Page

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

MPO to provide its own valid signature page (to be valid, the signature page must include notice information and date of formal action approving the Agreement)

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

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Recitals

A. Because of the urgent need for transportation system improvements, the County Commission voted on June 5, 2018, to place on the November 6, 2018, ballot, for consideration by the countywide electorate, a proposed transportation surtax levy of one percent (1%) (the "Ballot Proposal"). On June 5, 2018, the County Commission also enacted Ordinance No. 2018-29, the Broward County Transportation Surtax Ordinance, which is codified in Section 31½-71, et seq., Broward County Code of Ordinances, and which, among other things:

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3. Established an independent oversight board (the "Oversight Board") to ensure transparency and objectivity in the review of applications for funding from surtax proceeds;
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5. Provided a process by which any municipality within Broward County may apply for project funding from surtax proceeds, which process includes a request that the MPO review and rank all municipal projects based on each project's ability to alleviate traffic congestion and enhance connectivity.

B. The County and the Municipalities enter into this Agreement to demonstrate their commitment to work together to protect the health, safety, and welfare of their mutual residents and visitors, including by educating the electorate, consistent with state law requirements, on the critical importance of the Ballot Proposal.

Approved BCC August 21, 2018 #1
Submitted By County Attorney
RETURN TO DOCUMENT CONTROL

with Section 31½-75(h), Broward County Code of Ordinances, and are not required to be resubmitted. There are seven hundred nine (709) Current Municipal Projects, with an estimated total cost of \$2.8 billion (including the City Project Contingency). All of these projects have been submitted to the MPO for review, ranking, and prioritization, consistent with Section IV below.

III. **Eligibility.** While the Transportation Surtax Ordinance prioritizes funding for municipal projects that will relieve traffic congestion and increase connectivity, the following municipal projects may be considered for funding:

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B. Drainage - Improvements to a public road storm water system that address drainage deficiencies, provided the drainage improvements only address storm water runoff from a public roadway. Improvements to address runoff from private roads and developments are not eligible;

C. Buffer/Sound Walls - Improvements that are consistent with the Florida Department of Transportation's noise decibel level criteria;

D. Fiber-optic - Improvements supporting only communications for the public transportation system, provided that the proposed improvements have received approval from the maintaining and operating agency(ies). Shared conduit may not be considered for surtax funding;

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F. Parking - Improvements used for park-and-ride or other transit-oriented development parking that serves the public. Garages directly related to a transportation project that serves the public will be considered, provided the parking fees do not exceed costs associated with securing, operating, and maintaining the facility; and

G. Road Improvements - Resurfacing and road repairs, pavement markings, signage, guardrails, ADA accommodations, and traffic calming projects are eligible. High-end decorative lighting, decorative road signage, brick pavers, and similar items are not eligible.

IV. **MPO Review and Ranking.** For all Current Municipal Projects and all future municipal projects submitted to the MPO (collectively, "Submitted Municipal Projects"), the MPO agrees to review, rank, and prioritize the projects based upon each project's ability to alleviate traffic congestion and enhance connectivity. The parties hereto acknowledge that the MPO might lack adequate resources to review, rank, and prioritize

of funding provided and the ten percent (10%) commitment (less Community Bus Service funding) to the amount to be funded the following year. Notwithstanding anything in this Agreement to the contrary, no Transportation Surtax Proceeds may be used to fund any Submitted Municipal Project: (i) submitted by a municipality that is not a party to this Agreement; (ii) that has not been approved by the Oversight Board; or (iii) to the extent utilization of Transportation Surtax Proceeds on such project would be impermissible under applicable law. Additionally, this ten percent (10%) commitment shall be reduced in any year to the extent requested expenditures for Submitted Municipal Projects prioritized by the MPO are below ten percent (10%) of Transportation Surtax Proceeds received during such year less Community Bus Service funding for such year. Funding of Submitted Municipal Projects and Community Bus Service shall be accomplished through interlocal agreements between the County and the applicable Municipalities. The unincorporated area of the County shall be considered a municipality eligible to receive funding committed under this section, and projects proposed on behalf of the unincorporated area of the County shall constitute Submitted Municipal Projects. Each Municipality agrees to keep any and all Transportation Surtax Proceeds it receives in a segregated financial account, and agrees not to comingle such proceeds with any other funds.

E. Community Bus Service. Transportation Surtax Proceeds will be used to directly fund all reasonable and necessary operating, maintenance, and capital costs of existing Community Bus Service and improved or new Community Bus Service, subject to the following conditions and subject to such expenditures being approved by the Oversight Board. Funding of Community Bus Service is not subject to any review or ranking by the MPO. To receive surtax funding, the Community Bus Service must meet or exceed the standard of 7.1 passengers per revenue service hour per route (the County has the discretion to increase this standard based on future population and ridership growth, in which event the increased standard must be met to be eligible for surtax funding). Notwithstanding anything to the contrary stated in this Agreement, the County shall not be obligated to fund in any year Community Bus Service in an amount exceeding ten percent (10%) of the Transportation Surtax Proceeds received by the County during that year.

F. Potential Limitation for Calendar Year 2019. Notwithstanding anything in this Agreement to the contrary, if the MPO is unable to review, rank, and prioritize Submitted Municipal Projects prior to calendar year 2020, the County shall fund during calendar year 2019 the Community Bus Service described in paragraph E above, and the differential (the amount of the ten percent commitment less the amount of 2019 surtax funding for such Community Bus Service) shall be added to the funding for Submitted Municipal Projects in 2020.

VI. Condition Precedent to Effectiveness of this Agreement; Joining After the Agreement Becomes Effective. This Agreement shall become effective only if, on or before September 30, 2018, the MPO and municipalities representing a majority of the population of Broward County formally approve, execute, and return the executed Agreement to the County, with a contemporaneous copy e-mailed to the County

the amendment purports to modify any express obligation of the MPO hereunder. Any properly approved amendment shall be binding on all parties hereto.

XIII. Governing Law, Venue, and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS AGREEMENT, EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

XIV. Counterparts. This Agreement may be executed in counterparts, and such counterparts together shall constitute one and the same instrument.

XV. Further Actions. If an audit conducted in connection herewith or in connection with Chapter 31½, Broward County Code of Ordinances, documents any misspent funds or other violation of this Agreement, the party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration or earlier termination of this Agreement.

XVI. Notices. Any notice under this Agreement shall be provided by email to the following recipients:

- As to the County: Broward County Administrator
 Current e-mail: bhenry@broward.org

- With a copy to: Broward County Attorney
 Current e-mail: ameyers@broward.org

- As to Municipality: Manager/Administrator
 Name and current e-mail provided on signature
 page

- With a copy to: Municipal Attorney
 Name and current e-mail provided on signature
 page

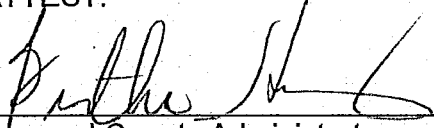
- MPO: MPO Executive Director
 Current e-mail: stuartg@browardmpo.org

- With a copy to: MPO General Counsel
 Current e-mail: agabriel@wsh-law.com

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, by its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Board action on the 21st day of August, 2018; each Municipality signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page; and the MPO signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page.

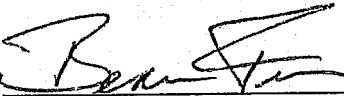
BROWARD COUNTY

ATTEST:



Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

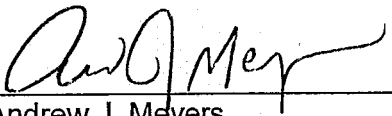
By 

Mayor

29 day of August, 2018

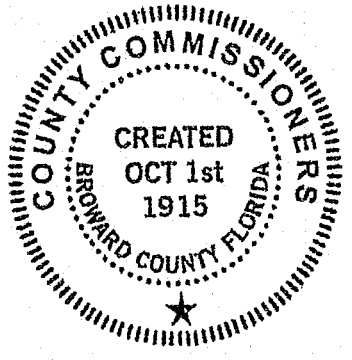
Approved as to form by:

Andrew J. Meyers
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
Broward County Attorney

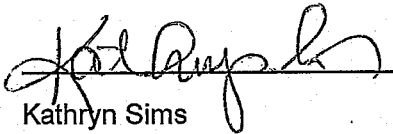
29 day of August, 2018



CITY OF COOPER CITY

IN WITNESS WHEREOF, the City Commission of the City of Cooper City approved and entered into this **Transportation System Surtax Interlocal Agreement** through affirmative Commission action by Resolution adopted on September 20, 2018.

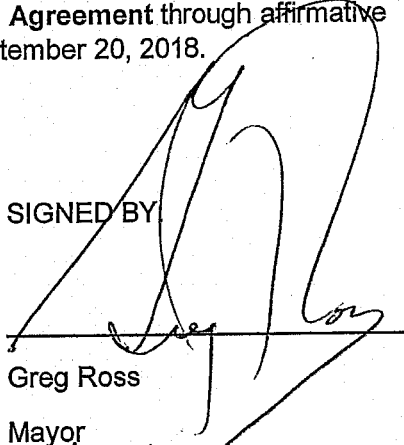
ATTEST:



Kathryn Sims

City Clerk

SIGNED BY:



Greg Ross

Mayor



Date Signed

City Address for Formal Notifications to City:

CITY OF COOPER CITY, FLORIDA

Office of the City Manager

Bruce Loucks

bloucks@coopercityfl.org

9090 SW 50 Place

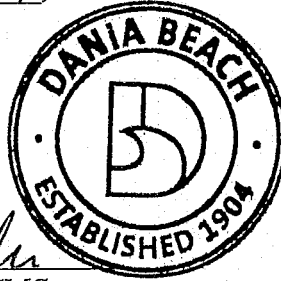
Cooper City, Florida 33328

CITY ATTORNEY

dwolpin@wsh-law.com

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Dania Beach through its City Commission, signing by and through its Mayor authorized to execute same by Commission action on the 25 day of September, 2018.



ATTEST:

Thomas Schneider
THOMAS SCHNEIDER, CMC
CITY CLERK

CITY:
CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

Tamara James
TAMARA JAMES
MAYOR

Dated: September 25, 2018

APPROVED AS TO FORM AND
CORRECTNESS:

Thomas J. Ansbro
THOMAS J. ANSBRO
CITY ATTORNEY
tansbro@daniabeachfl.gov

Robert Baldwin
ROBERT BALDWIN
CITY MANAGER
rbaldwin@daniabeachfl.gov
*Colin Donnelly
Asst. City Manager*

Dated: September 25, 2018

Dated: September 25, 2018

NOTICES:

Manager/Administrator:

Robert Baldwin
City Manager
100 W Dania Beach Boulevard
Dania Beach, FL 33004
rbaldwin@daniabeachfl.gov

With a copy to:
Thomas J. Ansbro
City Attorney
100 W Dania Beach Boulevard
Dania Beach, FL 33004
tansbro@daniabeachfl.gov

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

Date of Formal Action approving the agreement: 17th day of September, 2018

WITNESSES:

City of Deerfield Beach

[Signature]

By *[Signature]*
Bill Ganz, Mayor

[Signature]

17th day of September, 2018.

ATTEST:

By *[Signature]*
Samantha Gillyard, CMC, City Clerk

[Signature]
Burgess Hanson, City Manager
19 day of September, 2018

(CORPORATE SEAL)

APPROVED AS TO FORM:

By *[Signature]*
Andrew Maurodis, City Attorney

NOTICES:

Manager/Administrator:


Burgess Hanson, City Manager
150 NE 2nd Avenue
Deerfield Beach, FL 33441
bhanson@deerfield-beach.com

With a copy to:
Samantha Gillyard, City Clerk
150 NE 2nd Avenue
Deerfield Beach, FL33441
sgillyard@deerfield-beach.com

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT


CITY OF HALLANDALE BEACH

ATTEST



JENORGIN GUILLEN
CITY CLERK

CITY OF HALLANDALE BEACH, by and
through its CITY COMMISSION

By: 

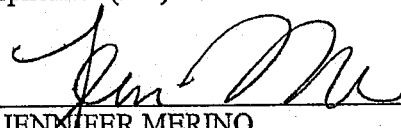
KEITH S. LONDON,
MAYOR

19 day of September, 2018

Date of Formal Action approving the agreement 17th day of September, 2018

Approved as to legal sufficiency and form by

Jennifer Merino
City Attorney
City of Hallandale Beach
400 South Federal Hwy
Hallandale Beach, Florida 33309
Telephone: (954) 457-1325

By: 

JENNIFER MERINO
CITY ATTORNEY
City of Hallandale Beach
19 day of September, 2018

NOTICES:

Manager/Administrator:

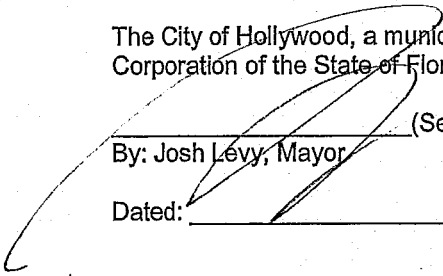
Nydia Rafols-Sallaberry
Interim City Manager
400 South Federal Highway
Hallandale Beach, FL 33009
nrafols@cohb.org

With a copy to:
Jennifer Merino
City Attorney
400 South Federal Highway
Hallandale Beach, FL 33009

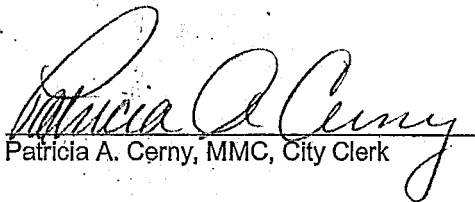
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT WITH BROWARD COUNTY AND THE BROWARD METROPOLITAN PLANNING ORGANIZATION SETTING FORTH THE CONDITIONS FOR MUNICIPAL PROJECT FUNDING AND SUPPORTING THE 2018 TRANSPORTATION SURTAX BALLOT MEASURE.

Approved by the City Commission on September 20, 2018


The City of Hollywood, a municipal Corporation of the State of Florida

By:  (Seal)
By: Josh Levy, Mayor

Dated: _____

Attest: 
Patricia A. Cerny, MMC, City Clerk

APPROVED AS TO FORM & LEGAL Sufficiency for the use and reliance of the CITY OF HOLLYWOOD, FLORIDA only:



Douglas R. Gonzales, City Attorney

City of Hollywood
2600 Hollywood Boulevard, # 407
Hollywood, FL 33020
Dgonzales@hollywoodfl.org

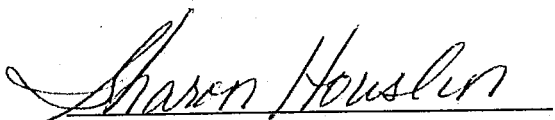
Dr. Wazir Ishmael, City Manager
City of Hollywood
2600 Hollywood Boulevard, # 419
Hollywood, FL 33020
Wishmael@hollywoodfl.org

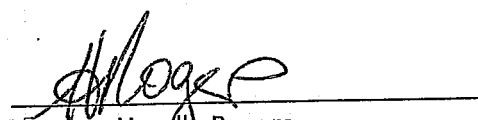
Notices: Any notice under this agreement shall be provided by email to the City Manager and City Attorney.

SIGNATURE PAGE FOR MUNICIPALITY

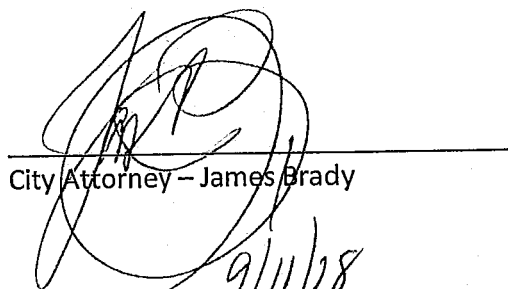
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

Attest:


City Clerk – Sharon Houslin


Mayor – Hazelle Rogers

Sept. 11, 2018
Date


City Attorney – James Brady
9/11/18
Date

NOTICES:

City Manager
Phil Alleyne
phila@lauderdalelakes.org

With a copy to:

City Clerk
Sharon Houslin
sharonh@lauderdalelakes.org

With a copy to:

City Attorney
Sidney C. Calloway
scalloway@shutts.com

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

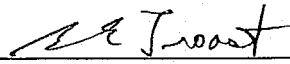
Any notice under this Agreement shall be provided by email to the following recipients:

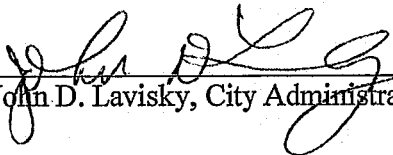
As to City of Lighthouse Point: John D. Lavisky, City Administrator
jlavisky@lighthousepoint.com

With a copy to: Michael D. Cirullo, Jr., City Attorney
mcirullo@cityatty.com

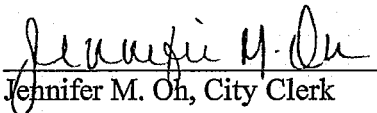
CITY OF LIGHTHOUSE POINT, a municipal corporation

DATED: September 24, 2018

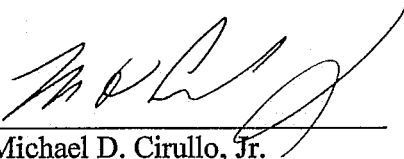
By: 
Glenn Troast, Mayor

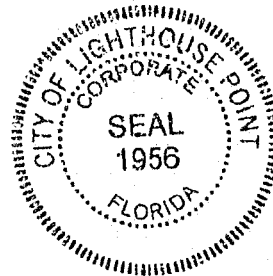
By: 
John D. Lavisky, City Administrator

Attest:

By: 
Jennifer M. Oh, City Clerk

Approved as to form:

By: 
Michael D. Cirullo, Jr.
City Attorney

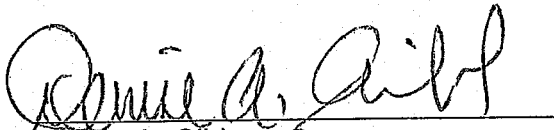


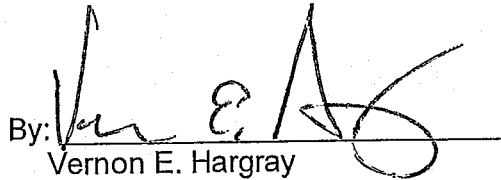
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

The City of Miramar, by its City Commission, signing by and through its Interim City Manager, duly authorized to execute same by City Commission action at its properly noticed meeting on September 17, 2018.

CITY OF MIRAMAR, FLORIDA

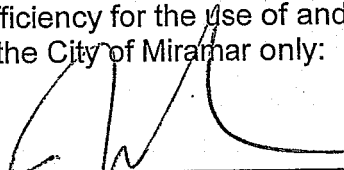
ATTEST:


Denise A. Gibbs
City Clerk

By: 
Vernon E. Hargray
Interim City Manager

Dated: 9/17/18

Approved as to legal form and
Sufficiency for the use of and reliance
by the City of Miramar only:


City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

Notice Recipient:

Vernon E. Hargray
Interim City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Vehargray@miramarfl.gov

With A Copy to:

Jamie A. Cole, Esq.
City Attorney
Weiss Serota Helfman Cole &
Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Jcole@wsh-law.com

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF OAKLAND PARK

The City of Oakland Park, through its City Commission, signing by and through its Mayor, authorized to execute same by Board action on the 12th day of September 2018 via Resolution 2018-129.

ATTEST:

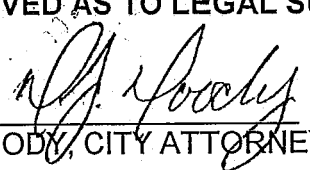
CITY OF OAKLAND PARK, BY AND THROUGH ITS CITY COMMISSION


RENEE SHROUT, CITY CLERK

BY: 
TIM LONERGAN, MAYOR

R. 2018-129

APPROVED AS TO LEGAL SUFFICIENCY

BY: 
D.J. DOODY, CITY ATTORNEY

Notices:

As to the City of Oakland Park:

City Manager
Current email: davidh@oaklandparkfl.gov

With Copy To:

City Attorney
Current Email: DDoody@cityatty.com

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

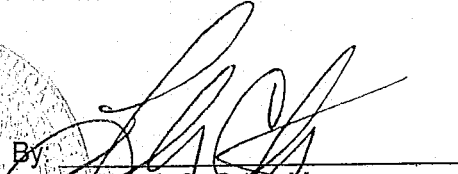
THE CITY OF PEMBROKE PINES

Charles F. Dodge, City Manager
601 City Center Way, Pembroke Pines, FL 33025
cdodge@ppines.com

ATTEST:



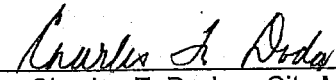
City Clerk


By: _____
Frank C. Ortis, Mayor

Approved as to form and legal
sufficiency for the use of and reliance
by the City of Pembroke Pines only:

17 day of September, 2018


By: _____
Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
sgoren@cityatty.com


By: _____
Charles F. Dodge, City Manager
17 day of September 2018

NOTICES:

Manager/Administrator:

Charles F. Dodge
City Manager
City of Pembroke Pines
Charles F. Dodge City Center
601 City Center Way
Pembroke Pines, FL 33025

With a copy to:
Samuel S. Goren, Esq.
City Attorney
Goren, Cherof Doody & Ezrol
3099 E Commercial Blvd #200
Fort Lauderdale, FL 33308

CITY OF POMPANO BEACH

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

On September 25, 2018, the City Commission of the City of Pompano Beach duly authorized signing by and through its Mayor, Resolution No. 2018-275 to execute the Transportation System Surtax Interlocal Agreement.

Witnesses:

Betty J. Moses

By: [Signature]
LAMAR FISHER, MAYOR

Audrey J. Sewall

By: [Signature]
BRIAN DONOVAN, ACTING CITY MANAGER

Attest:

[Signature]
ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

[Signature]
MARK E. BERMAN, CITY ATTORNEY

(SEAL)
All notices pursuant to this agreement shall be provided to:
Gregory P. Harrison, City Manager
100 W. Atlantic Blvd., Pompano Beach FL 33060/ email: greg.harrison@copbfl.com
and Mark Berman, City Attorney
100 W. Atlantic Blvd., Pompano Beach, FL 33060/ email: mark.berman@copbfl.com

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27 day of September, 2018 by LAMAR FISHER as Mayor, BRIAN DONOVAN as Acting City Manager and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Jennette Forrester Williams
(Name of Acknowledger Typed, Printed or Stamped)

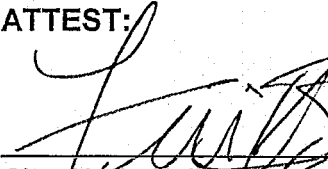
Commission Number



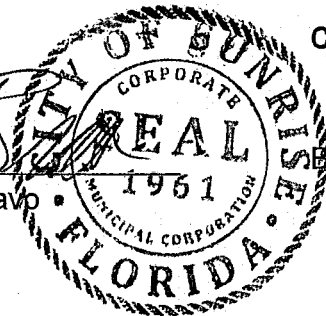
**CITY OF SUNRISE
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT**

IN WITNESS WHEREOF, the City of Sunrise has entered into this Transportation System Surtax Interlocal Agreement on the respective date under the Mayor's signature, signing by and through its Mayor, duly authorized to execute same by official action of the City Commission on the 26th day of September, 2018.

ATTEST:



City Clerk, Felicia M. Bravo



CITY OF SUNRISE:



Mayor Michael J. Ryan
City of Sunrise
Mryan@sunrisefl.gov
954-746-3250
10770 West Oakland Park Blvd.
Sunrise, FL 33351

Date: 9/26/18

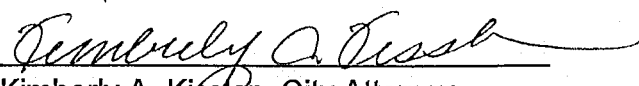
Notices to City of Sunrise:

Richard Salamon, City Manager
Rsalamon@sunrisefl.gov

With a copy to:

Kimberly A. Kisslan, City Attorney
CityAttorney@sunrisefl.gov

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Kimberly A. Kisslan, City Attorney

Date: 9/26/2018

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT
Municipality Signature Page
City of West Park, Florida

Date of Formal Action approving Transportation System Surtax Interlocal Agreement:
September 4, 2018

Notice Information:

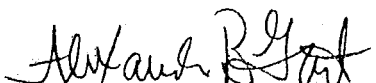
Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions herein. For the present, the CITY designates the following as the respective places for giving of notice:

CITY: W. Ajibola Balogun, City Administrator
19565 South State Road 7
West Park, Florida 33023
ABALOGUN@CITYOFWESTPARK.ORG

Copy To: Burnadette Norris-Weeks, City Attorney
Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts
Fort Lauderdale, Florida 33311
BNORRIS@BNWLEGAL.COM

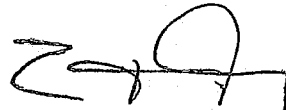
CITY OF WEST PARK

ATTEST:



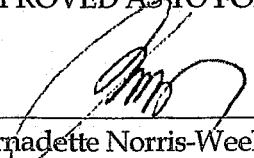
Alexandra, City Clerk

BY:

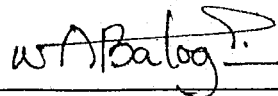


Eric H. Jones, Jr., Mayor

APPROVED AS TO FORM



Burnadette Norris-Weeks, City Attorney



W. Ajibola Balogun
City Administrator
(RESOLUTION 2018-82)

TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

CITY OF WILTON MANORS through its City Commission, signing by and through its Vice Mayor, authorized to execute the same by Commission action on the 25th day of September, 2018.

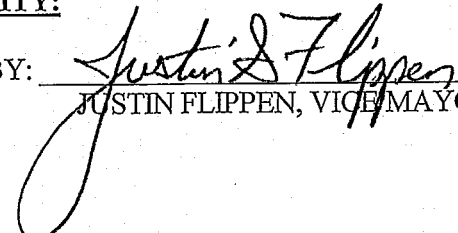
ATTEST:



FAITH LOMBARDO
CITY CLERK

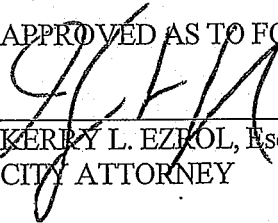
CITY:

BY:



JUSTIN FLIPPEN, VICE MAYOR

APPROVED AS TO FORM



KERRY L. EZBOL, Esq.
CITY ATTORNEY

Designated Address for Notices (include email address(es)):

City of Wilton Manors
Attn: City Manager's Office
2020 Wilton Drive
Wilton Manors, FL 33305
lhenderson@wiltonmanors.com

Exhibit A

30-Year Financial Summary Regional Mobility and Transportation Surtax Initiative

OPERATING	
Costs	30-Year Period
Status Quo - Existing Transit Operations	\$4,827,170,163
Paratransit Operations	\$2,467,849,760
New 30-yr. Bus Service Plan	\$4,410,485,324
New Light Rail Transit (LRT)	\$1,417,566,886
Public Works	\$210,473,592
Transit Security - Operations	\$95,150,831
Total Operating Costs	\$13,428,696,555
Revenues	30-Year Period
Status Quo - Existing Transit Operations	\$4,088,261,812
Paratransit Operations (State Transportation Disadvantaged Program Grants)	\$136,635,092
Public Works	\$0
State Block Grants - New Bus	\$286,681,546
State Block Grants - New LRT	\$92,141,848
All Other New Revenue	\$351,240,271
Farebox Revenues - New Bus	\$1,014,411,624
Farebox Revenues - New LRT	\$212,635,033
Total Operating Revenues	\$6,182,007,227
Operating Revenues Minus Operating Costs	(\$7,246,689,328)
New Surtax Funding for Operating	\$7,246,689,328
CAPITAL	
Costs	30-Year Period
Status Quo - Existing Transit Capital	\$962,717,549
Paratransit Vehicles	\$164,268,523
New 30-yr. Bus Service Plan (New Vehicles)	\$208,226,329
New 30-yr. Bus Service Plan (Replacement Vehicles)	\$370,447,855
New LRT Infrastructure	\$2,145,799,008
New LRT Vehicles	\$194,290,841
Public Works	\$1,445,131,915
New BRT/Rapid Bus Infrastructure	\$396,749,505
New Transit Infrastructure (IT/Sec./Maint. Fac./Shelters/NTCs/P-R)	\$737,550,537
Planning Studies/Passenger Surveys	\$108,244,632
Total Capital Costs	\$6,733,426,694
Revenues	30-Year Period
Status Quo - Existing Transit Capital	\$837,472,658
Federal Transit Administration (FTA) Bus & Bus Facilities Formula Grants (New)	\$16,984,854
FTA Formula Grants (New Bus)	\$142,672,770
FTA Formula Grants (New LRT)	\$53,051,568
FTA State of Good Repair Formula Grants (New LRT)	\$62,953,800
Other New Public Works Grants (FDOT, MPO, FHWA)	\$90,000,000
FTA/FDOT New Starts/Small Starts Discretionary Grants (New LRT/BRT)	\$815,141,042
Other New Disc. Grants (25% FTA + 25% FDOT)	\$632,470,793
Total Capital Revenues	\$2,650,747,485
Capital Revenues Minus Capital Costs	(\$4,082,679,210)
New Surtax Funding for Capital	\$4,082,679,210
Projected 1-cent Sales Tax Revenue	\$15,629,448,616
(Less 5% of Total Surtax Revenue)	(\$781,472,431)
Remaining Annual Surtax Revenue	\$14,847,976,185
(Broward Co. Operating & Capital Deficit)	(\$11,329,368,538)
Total Broward Co. Contingency	\$960,414,552
City Allocation (Minimum 1.0% of Surtax Revenue):	
Direct Funding of Community Shuttle Capital and O&M	\$539,665,526
City Projects	\$2,700,000,000
City Project Contingency	\$100,000,000
TOTAL	\$3,339,665,526

Exhibit B - Reporting Requirements

The County and each Municipality shall submit to the Oversight Board an annual detailed report of the progress made in carrying out their respective projects funded through the surtax. The report shall be audited by an independent CPA, with an opinion as to whether the financial information is presented in accordance with Generally Accepted Accounting Principles and whether the projects are in accordance with the ILA. The audit shall contain sufficient information for the Oversight Board to determine if the project expenditures conform to this Agreement and applicable law. In this regard, the report must include cumulative financial information for each individual project undertaken pursuant to this Agreement.

The annual report must conform to the report format presented below and must include the following three sections:

Section One presents expenditures for the current year and the cumulative expenditures for each project as follows:

- 1) A description of the project;
- 2) The projected costs of the project as originally approved by the Oversight Board;
- 3) The cumulative expenditures for the project up to the beginning of the year being reported;
- 4) The expenditures for the project for the current report year; and
- 5) The total cumulative expenditures for the project as of the end of the current year being reported.

Section Two presents the Statement of Revenue, Expenditures, and Changes in Fund Balance for the separate account/fund established for any and all Surtax funds received pursuant to this Agreement, and includes:

- 1) Revenue received by source;
- 2) The project expenditures;
- 3) Administrative costs including, as applicable, salaries, contractual services, and capital outlay;
- 4) Debt service, including principal and interest;
- 5) Other expenditures; and
- 6) The beginning and ending fund balances.

Section Three presents the Balance Sheet for the Surtax fund.

The annual report should include appropriate footnote disclosures in support of the items presented in sections one to three and include disclosure of any issue of noncompliance with this Agreement or applicable law. The following is a sample format of the required report.