

**INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND
THE CITY OF LAKE MARY REGARDING THE ASSIGNMENT OF LOCAL OPTION
FUEL TAX PROCEEDS FOR THE SR 417 CONNECTOR EXPANSION PROJECT**

THIS INTERLOCAL AGREEMENT is made between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as “**COUNTY**”), and the **CITY OF LAKE MARY**, a Florida municipal corporation, whose address is 100 N Country Club Road, Lake Mary, Florida 32746 (hereinafter referred to as the “**CITY**”).

W I T N E S S E T H:

WHEREAS, section 336.025(1)(b), Florida Statutes (2025), authorizes counties to levy a local option fuel tax up to five cents (\$0.05) per gallon on every gallon of motor fuel sold within the county and taxed under Part I of Chapter 206, Florida Statutes (2025) (hereinafter referred to as the “Fuel Tax”); and

WHEREAS, on August 12, 2025, the Seminole County Board of County Commissioners adopted an ordinance imposing the five-cent (\$0.05) Fuel Tax, effective January 1, 2026, for a term of fifty (50) years; and

WHEREAS, under section 336.025(1)(b)2., Florida Statutes (2025), the distribution of the Fuel Tax proceeds may be established either by interlocal agreement or, in the absence of such agreement, pursuant to the statutory formula set forth in section 336.025(4), Florida Statutes; and

WHEREAS, because there is currently no interlocal agreement establishing an alternative distribution formula, the Florida Department of Revenue distributes Fuel Tax proceeds among the **COUNTY** and eligible municipalities, including the **CITY**, pursuant to the statutory formula contained in section 336.025(4), Florida Statutes; and

WHEREAS, the COUNTY is participating in the funding and construction of the SR 417 Connector Expansion Project (the “Project”), a transportation improvement that will enhance regional mobility and benefit residents throughout Seminole County, including residents of the CITY; and

WHEREAS, the CITY desires to voluntarily assign its statutory share of Fuel Tax proceeds to the COUNTY for a limited duration to assist in funding the Project, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference as material terms of this Agreement.

Section 2. Term. This Agreement shall become effective upon approval by both the COUNTY and the CITY and shall apply to Fuel Tax distributions beginning January 1, 2027. The assignment shall remain in effect for a period of ten (10) years, expiring December 31, 2036 (the “Assignment Period”), unless earlier terminated or extended by mutual written agreement. Upon expiration of the Assignment Period, the CITY’s statutory distribution shall automatically revert to the CITY without further action by either party.

Section 3. Assignment of Statutory Share.

(a) The parties acknowledge that, pursuant to section 336.025(4), Florida Statutes (2025), the CITY is entitled to receive a statutory share of the Fuel Tax proceeds.

(b) During the Assignment Period, the CITY voluntarily assigns to the COUNTY one hundred percent (100%) of the CITY’s statutory share of Fuel Tax proceeds and authorizes the

Florida Department of Revenue (“DOR”) to remit such proceeds directly to the COUNTY, subject to DOR administrative procedures.

(c) The parties shall cooperate and provide any documentation reasonably required by DOR to implement this assignment beginning January 1, 2027.

(d) Nothing in this Agreement modifies, replaces, or alters the statutory distribution formula established by section 336.025(4), Florida Statutes (2025). This Agreement constitutes solely a voluntary assignment of the CITY’s statutory share after such statutory distribution is calculated by DOR pursuant to section 336.025(4), Florida Statutes.

(e) This Agreement shall not obligate the CITY to assign proceeds not actually distributed by DOR.

Section 4. Use of Assigned Proceeds.

(a) The COUNTY shall use the CITY’s assigned Fuel Tax proceeds exclusively for the SR 417 Connector Project during the Assignment Period.

(b) Eligible Project costs may include, without limitation, planning, design, engineering, right-of-way acquisition, utility relocation, construction, reconstruction, improvements, and other lawful expenditures associated with the Project, consistent with section 336.025, Florida Statutes (2025), and as may be amended.

(c) Assigned proceeds shall not be expended on unrelated transportation projects.

(d) Nothing in this Agreement shall be construed to alter the COUNTY’s discretion with respect to the design, scope, timing, or administration of the Project.

Section 5. Additional Funding and Proportional Adjustment.

(a) If, during the Assignment Period, the COUNTY receives grants, donations, state or federal

appropriations, or other third-party funding specifically dedicated to the Project, the COUNTY shall apply such funds toward the total Project costs.

(b) To the extent that such additional funding reduces the total amount of Fuel Tax proceeds needed to complete the Project, future assigned Fuel Tax proceeds from participating municipalities, including the CITY, shall be reduced proportionally based on each municipality's relative assigned share.

(c) Any reduction shall apply prospectively to future distributions only. The COUNTY shall not be required to reimburse the CITY for Fuel Tax proceeds previously received or expended.

Section 6. Transportation Expenditure Reporting. For transparency, upon written request by the CITY, the COUNTY shall provide its most recent annual transportation expenditure data for the prior fiscal year related to the Project. This section shall not be construed to require the COUNTY to provide such data unless requested by the CITY.

Section 7. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior discussions or agreements, whether written or oral.

(b) Amendments. Any alterations, amendments, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

(c) No Effect on Other Agreements. Nothing in this Agreement shall be interpreted to amend, modify, or affect any other interlocal agreement or arrangement between COUNTY and the CITY concerning any other local option surtax, fuel tax, or transportation mechanism already in effect as of the date of this Agreement.

(d) Severability. If a provision of this Agreement or the application thereof to any party or circumstance is held invalid, it is the intent of the parties that such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and, to this end, the provisions of this Agreement are declared severable.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

CITY OF LAKE MARY

AMBER BRANTON, City Clerk

By: _____
DAVID MEALOR, Mayor

Date: _____

Approved as to form and
legal sufficiency.

City Attorney

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BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
ANDRIA HERR, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of County
County Commissioners at its _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

GLK/kly

2/11/26 4/14/26

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