

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 25-040

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF COCONUT CREEK FOR COORDINATION BETWEEN THE SOUTH CREEK NEIGHBORHOOD IMPROVEMENTS PROJECT AND THE WATERMAIN IMPROVEMENTS PROJECT IN THE SOUTH CREEK SERVICE AREA LOCATED BETWEEN LYONS ROAD AND THE FLORIDA TURNPIKE FROM COCONUT CREEK PARKWAY TO ATLANTIC BOULEVARD, FLORIDA; PROVIDING FOR RESPONSIBILITY FOR SCOPE OF SERVICES AND COSTS; PROVIDING FOR TEN (10) YEAR TERM, TERMINATION, AND DISPUTE RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

**SECTION 1:** That the City Commission of the City of Margate, Florida, approves an Interlocal Agreement ("ILA") with the City of Coconut Creek for Coordination Between the South Creek Neighborhood Improvements Project and the Watermain Improvements Project in the South Creek Service Area Located Between Lyons Road and the Florida Turnpike from Coconut Creek Parkway to Atlantic Boulevard, for a ten (10) year term, with all costs for the Utilities Project to be the sole responsibility of the City of Margate and all costs for the Mobility Project to be the responsibility of the City of Coconut Creek.

**SECTION 2:** That the Mayor and City Manager are authorized and directed to execute this ILA, and the administration is authorized to issue a purchase order and take all other action necessary to implement the intent of this Resolution and ILA.

**SECTION 3:** That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 18<sup>th</sup> day of June 2025.

ATTEST:  
  
\_\_\_\_\_  
JENNIFER M. JOHNSON  
CITY CLERK

  
\_\_\_\_\_  
ARLENE R. SCHWARTZ  
MAYOR

RECORD OF VOTE

Ruzzano	<u>YES</u>
Caggiano	<u>YES</u>
Simone	<u>YES</u>
Arserio	<u>YES</u>
Schwartz	<u>YES</u>

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF COCONUT CREEK, FLORIDA,  
AND  
THE CITY OF MARGATE, FLORIDA,  
PROVIDING FOR  
COORDINATION BETWEEN THE SOUTH CREEK NEIGHBORHOOD  
IMPROVEMENTS PROJECT AND THE WATERMAIN IMPROVEMENTS PROJECT  
IN THE SOUTH CREEK AREA LOCATED BETWEEN LYONS ROAD AND THE  
FLORIDA TURNPIKE FROM COCONUT CREEK PARKWAY TO ATLANTIC  
BOULEVARD**

This Interlocal Agreement ("Agreement"), is made and entered into by and between the City of Coconut Creek, a municipal corporation ("Coconut Creek") and the City of Margate, a municipal corporation ("Margate"), (collectively referred to as the "Parties").

**WHEREAS**, the area located between Lyons Road and the Florida Turnpike from Coconut Creek Parkway to Atlantic Boulevard ("South Creek") is within the jurisdiction of Coconut Creek and Margate's water and wastewater service area; and

**WHEREAS**, the construction for Coconut Creek's South Creek Neighborhood Improvements Project ("Mobility Project"), which includes traffic calming features, roadway resurfacing, widening of existing bridges, sidewalk improvements, and drainage improvements, is scheduled to commence during the 2029 fiscal year, contingent on Broward County Surtax funding; and

**WHEREAS**, Margate's remaining phases of the Watermain Improvements Project in South Creek ("Utilities Project"), which include rehabilitation and new installation of water and wastewater infrastructure, is currently in the design phase; and

**WHEREAS**, the Parties have agreed to collaborate on the timing of both projects to have all phases of the Margate's Utilities Project completed prior to the start of construction of Coconut Creek's Mobility Project, in an effort to not duplicate roadway restoration within Coconut Creek right of ways; and

**WHEREAS**, this Agreement is entered into pursuant to Section 163.01, the "Florida Interlocal Cooperation Act of 1969," of the Florida Statutes, and upon execution by the Parties shall be filed with the Clerk of the Circuit Court of Broward County.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

## ARTICLE 1. DEFINITIONS

- 1.1 **Coconut Creek Contract Administrator.** Coconut Creek's City Manager, or his/her designee.
- 1.2 **Margate Contract Administrator.** Margate's Contract Administrator shall be Margate's City Manager, or his/her designee.
- 1.3 **South Creek.** For the purposes of this Agreement, South Creek shall mean the area located between Lyons Road and the Florida Turnpike from Coconut Creek Parkway to Atlantic Boulevard as depicted on the map which is attached hereto as Exhibit "A," and incorporated herein by reference.

## ARTICLE 2. SCOPE OF SERVICES

- 2.1 **Margate's Utilities Project.**
  - 2.1.1 Margate intends to complete the construction and rehabilitation of all water and wastewater infrastructure, which is attached hereto as Exhibit "B", within the South Creek area on or before December 31, 2028.
  - 2.1.2 Margate shall provide for roadway and trench restoration within the rights-of-way located within South Creek in compliance with Coconut Creek's Utilities and Engineering Standard Manual; however, Margate shall not be responsible for the resurfacing of the entire roadway lanes following the installation of the infrastructure as part of the Utilities Project, provided the Utilities Project is completed by the date specified in Section 2.1.1 or before the start of the Mobility Project, whichever occurs later. If the Utilities Project is undertaken after the Mobility Project's beginning, then Margate will be required to resurface entire roadway lanes. This requirement applies specifically to utilities installed longitudinally within the paved rights-of-way, as set forth in the Coconut Creek's Utilities and Engineering Standard Manual.
  - 2.1.3 All costs associated with the Utilities Project shall be the sole responsibility of Margate.
  - 2.1.4 Margate hereby agrees not to disturb any new pavement within Coconut Creek rights-of-way until five (5) years following the completion of the Mobility Project. In the event Margate performs any emergency repair or maintenance work on the infrastructure associated with the Utilities Project, Margate agrees to repave that portion of the right-of-way consisting of one lane extending fifty (50) feet on either side of the location where the repairs occurred (i.e. 100' in length and one lane wide). Any emergency repair or maintenance work performed by Margate shall be performed in compliance with Coconut Creek's Utilities and Engineering Standard Manual.

- 2.1.5 As part of the Utilities Project, in the event Margate disturbs any of the "Private Roadways" in South Creek (Briarcliff Lane, Cedarhill Road, and Glenwood Drive), Margate hereby agrees to resurface that portion of the Private Roadways disturbed as a result of the work performed by Margate, in conformance with Coconut Creek's Utilities and Engineering Standard Manual.
- 2.1.6 In consideration of the work performed by Margate as part of the Utilities Project, and through the execution of this Agreement, Coconut Creek agrees to waive any and all permit fees that Coconut Creek would otherwise collect in conjunction with the performance of the Utilities Project.
- 2.1.7 In the event that Margate does not complete any restoration or repair of the rights-of-way impacted by any of Margate's maintenance and repair work, Coconut Creek shall provide Margate with written notice of Margate's failure to perform the restoration or repair work. If Margate does not undertake and complete the requested work within sixty (60) days of receiving notice from Coconut Creek regarding the failure to complete the work, Coconut Creek may undertake the restoration and repair work of the rights-of-way. Coconut Creek may then invoice Margate for the cost of the restoration and repair work. Any payments from Margate to Coconut Creek shall be made as provided in Article 3 of this Agreement.

**2.2 Coconut Creek's Obligations.**

- 2.2.1 Upon completion of the Utilities Project, Coconut Creek shall mill and resurface all roadways within South Creek, not including the private roadways identified in section 2.1.5.
- 2.2.2 No later than 180 days following the effective date as provided in Section 4.1 of this Agreement, Coconut Creek shall provide a thirty (30) foot by thirty (30) foot easement in the vicinity of Windmill Park's Southeast corner for Margate's use for construction of a sanitary sewage lift station. The location of the lift station shall be in the location as depicted in Exhibit "C." The easement shall provide that Margate shall be entitled to construct, operate, and maintain the lift station within the easement area. The easement shall be subject to the review and approval of the City's Contract Administrators, and the City Attorneys for both Margate and Coconut Creek, and approval of the respective governing bodies.
- 2.2.3 Coconut Creek shall grant the easement referenced in Exhibit "C" to Margate pursuant to Coconut Creek Code.
- 2.2.4. All costs associated with the Mobility Project shall be the sole responsibility of Coconut Creek.

## **ARTICLE 3. COST TO RESTORE OR REPAIR RIGHTS-OF-WAY**

### **3.1 METHOD OF BILLING AND PAYMENT**

- 3.1.1 In the event that Margate disturbs the asphalt within five (5) years of completion of the Mobility Project by Coconut Creek, Margate agrees to be responsible for the maintenance and repairs thereof as referenced in Section 2.1.4. ("disruption").
- 3.1.2 In the event that Coconut Creek completes the pavement restoration, Coconut Creek must submit an invoice to Margate providing for the total expenses incurred and the amount due and owing from Margate to Coconut Creek within sixty (60) days of disruption.
- 3.1.3 This Interlocal Agreement provides for strict accountability of all funds. The Parties have the right to conduct an audit of all receipts and disbursements within 5 business days of receiving a written request to audit.
- 3.1.4 Margate shall either pay Coconut Creek within thirty (30) calendar days after receipt of Coconut Creek's invoice or provide a written notice to Coconut Creek stating items within the invoice to which Margate objects. In the event the parties cannot agree, the parties agree to use their best efforts to resolve any disputes.
  - 3.1.4.1 Any disputes that are unable to be resolved shall be discussed by the City Manager of Coconut Creek and the City Manager of the City of Margate within ten (10) working days. The parties agree that any dispute that cannot be resolved by the City Managers shall be subject to the Dispute Resolution Process as provided in Chapter 164, Florida Statutes, as may be amended from time to time.

### **3.2 Payment of the Coconut Creek invoice shall be made as follows:**

City of Coconut Creek  
Attn: Peta-Gay Lake  
Director of Finance and Administrative Services  
4800 West Copans Road  
Coconut Creek, FL 33063

#### **ARTICLE 4. TERM AND TIME OF PERFORMANCE OF AGREEMENT**

- 4.1 This Interlocal Agreement shall become effective upon the last date that this Agreement is executed by all Parties to this Agreement and shall continue in full force and effect for ten (10) years from the date of final execution of this Agreement.
- 4.2 All duties, obligations, and responsibilities of the Parties to this Agreement, required by this Interlocal Agreement, shall remain in full force and effect through the termination date or any extended termination date, as set forth above, unless written notice of termination by a party is provided pursuant to Article 6, "Termination," and Section 7.5, "Notices." Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Interlocal Agreement.

#### **ARTICLE 5. GOVERNMENTAL IMMUNITY**

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Interlocal Agreement or any other contract. The Parties to this Agreement are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

#### **ARTICLE 6. TERMINATION**

- 6.1 Upon ninety (90) calendar days written notice delivered by certified mail, return receipt requested, either party may, without cause and without prejudice to any other right or remedy, terminate the Agreement for cause, due to the other party's failure to meet its obligations under this Agreement. Any termination shall be subject to the dispute resolution process contained in Section 3.1.4.1 of this Agreement
- 6.2 The Coconut Creek Mobility Project is contingent on Broward County Surtax funding. In the event that Coconut Creek fails to complete the Mobility Project for any reason, Margate may terminate this Agreement upon ninety (90) calendar days written notice to City of Coconut Creek delivered by certified mail, return receipt requested.
- 6.3 Any notices required to be provided pursuant to this Agreement shall be provided in accordance with the "Notices" section of this Interlocal Agreement except that notice of termination by Contract Administrator, which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice, which shall be promptly confirmed in writing in accordance with the "Notices" section of this Interlocal Agreement.

## ARTICLE 7. MISCELLANEOUS

- 7.1 Public Records. The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

**IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, [PublicRecords@coconutcreek.net](mailto:PublicRecords@coconutcreek.net), 4800 West Copans Road, Coconut Creek, FL 33063.**

- 7.2 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Parties hereto, and any attempt to transfer or assign any interest in this Agreement without the written consent of the other parties shall be void.
- 7.3 All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
- 7.4 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 7.5 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR MARGATE:  
City Manager's Office  
Attn: Cale Curtis, City Manager  
5790 Margate Boulevard  
Margate, Florida 33063  
[ccurtis@margatefl.com](mailto:ccurtis@margatefl.com)

FOR COCONUT CREEK:  
City Manager's Office  
Attn: Sheila N. Rose, City Manager  
4800 West Copans Road  
Coconut Creek, FL 33063  
[srose@coconutcreek.net](mailto:srose@coconutcreek.net)

- 7.6 **Interpretation.** The language of this Agreement has been agreed to by the Parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.
- 7.7 **Independent Contractor.** Each party is an independent contractor and not an agent, employee, partner, or joint venture of the other parties. Beyond what is provided herein, the Parties have no authority to undertake or accept any obligation, liability or expense on behalf of the other party, nor act in any other manner on behalf of the other parties, nor in the name of the other parties hereto.
- 7.8 **Third Party Beneficiaries.** The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
- 7.9 **Materiality and Waiver of Breach.** The Parties agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the Parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement, and that each is, therefore, a material term hereof. A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 7.10 **Compliance with Laws.** The Parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations related to this Agreement.

- 7.11 **Severability.** In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 7.12 **Joint Preparation.** This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against any one (1) party.
- 7.13 **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.
- 7.14 **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS THE PARTIES MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
- 7.15 **Agreement Subject to Funding.** This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been awarded by Broward County MAP and appropriated by the City Commission of the City of Coconut Creek and the City Commission of the City of Margate in the annual budget for each fiscal year of this Agreement.
- 7.15.1 In the event that Margate is unable to secure full funding for the Utilities Project, and in the event Margate disturbs the new pavement within Coconut Creek rights-of-ways, Margate will be required to restore the trench and repave full lanes per Coconut Creek's Utilities and Engineering Standard Manual.
- 7.15.2 In the event that Coconut Creek is unable to secure funding for the Mobility Project and Margate completes the Utility Project pursuant to the terms under this Agreement Margate will only be responsible for the trench restoration per Coconut Creek's Utilities and Engineering Standard Manual.

- 7.16 **Incorporation by Reference.** Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.
- 7.17 **Representation of Authority.** Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.
- 7.18 **Counterparts.** This Agreement may be executed in one (1) or more counterparts, each of which shall be an original, but together such counterparts shall constitute only one (1) instrument.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:

INTERLOCAL AGREEMENT BETWEEN THE CITY OF COCONUT CREEK, FLORIDA,  
AND THE CITY OF MARGATE, FLORIDA, PROVIDING FOR COORDINATION  
BETWEEN THE SOUTH CREEK NEIGHBORHOOD IMPROVEMENTS PROJECT AND  
THE WATERMAIN IMPROVEMENTS PROJECT IN THE SOUTH CREEK AREA  
LOCATED BETWEEN LYONS ROAD AND THE FLORIDA TURNPIKE FROM  
COCONUT CREEK PARKWAY TO ATLANTIC BOULEVARD

THE CITY OF MARGATE through its CITY COMMISSION, signing by and through its  
City Manager, authorized to execute same by Commission action on the  
18th day of June, 2025.

ATTEST:

  
\_\_\_\_\_  
JENNIFER JOHNSON, City Clerk

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY:

  
\_\_\_\_\_  
DAVID N. TOLCES, City Attorney

CITY OF MARGATE

By:   
\_\_\_\_\_  
GALE CURTIS, City Manager

By:   
\_\_\_\_\_  
ARLENE R. SCHWARTZ, Mayor

June 18, 2025

\_\_\_\_\_  
Date

INTERLOCAL AGREEMENT BETWEEN THE CITY OF COCONUT CREEK, FLORIDA,  
AND THE CITY OF MARGATE, FLORIDA, PROVIDING FOR COORDINATION  
BETWEEN THE SOUTH CREEK NEIGHBORHOOD IMPROVEMENTS PROJECT AND  
THE WATERMAIN IMPROVEMENTS PROJECT IN THE SOUTH CREEK AREA  
LOCATED BETWEEN LYONS ROAD AND THE FLORIDA TURNPIKE FROM  
COCONUT CREEK PARKWAY TO ATLANTIC BOULEVARD

THE CITY OF COCONUT CREEK through its CITY COMMISSION, signing by and  
through its City Manager, authorized to execute same by Commission action on the  
10<sup>th</sup> day of July, 2025.

**COCONUT CREEK**

CITY OF COCONUT CREEK

By:   
SHEILA N. ROSE, City Manager

Attest:

  
JOSEPH J. KAVANAGH, MMC  
City Clerk

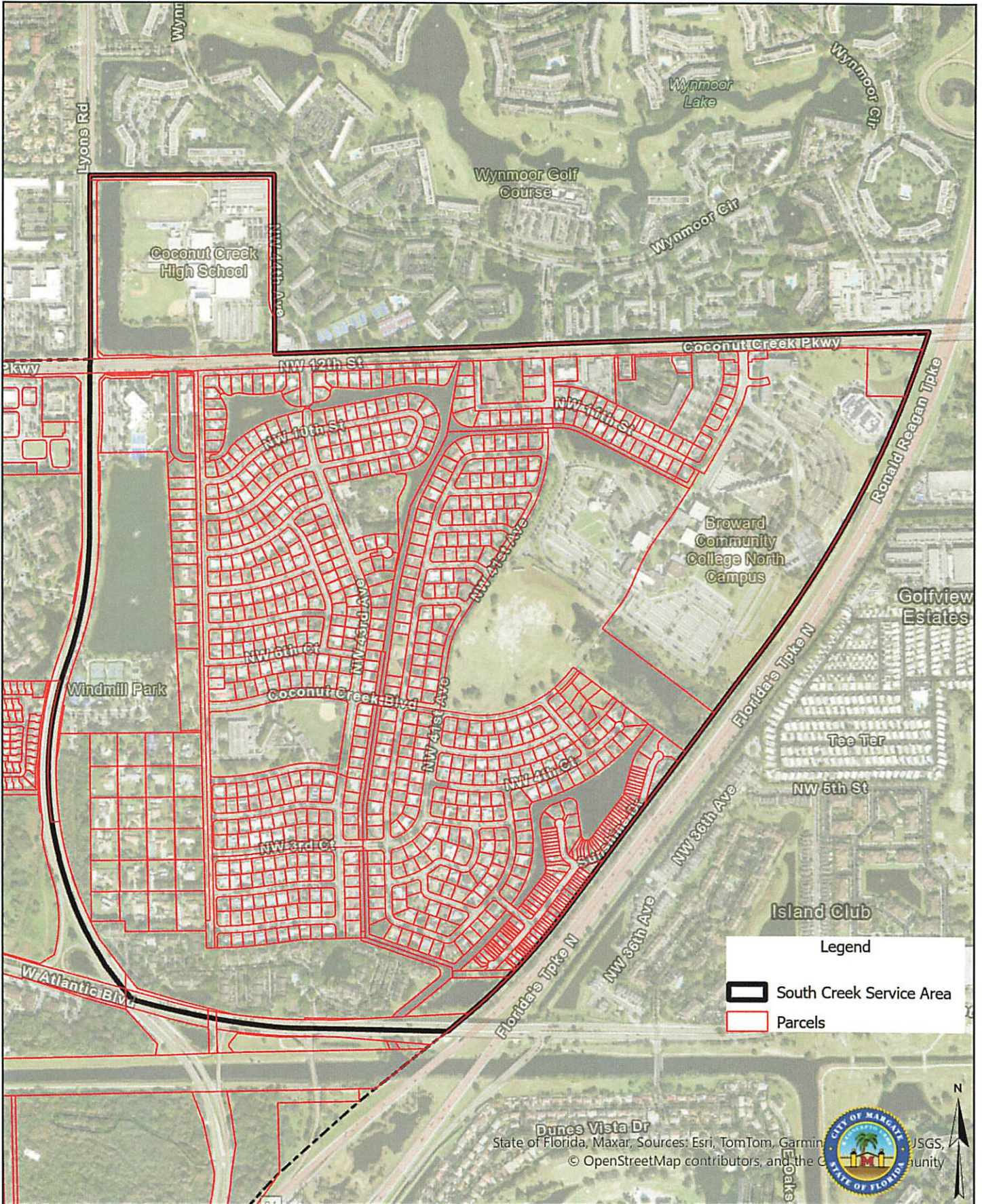
APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY:

  
TERRILL C. PYBURN, City Attorney

Date

7/10/2025





**EXHIBIT A**  
**SOUTH CREEK SERVICE AREA**

1 inch equals 900 feet



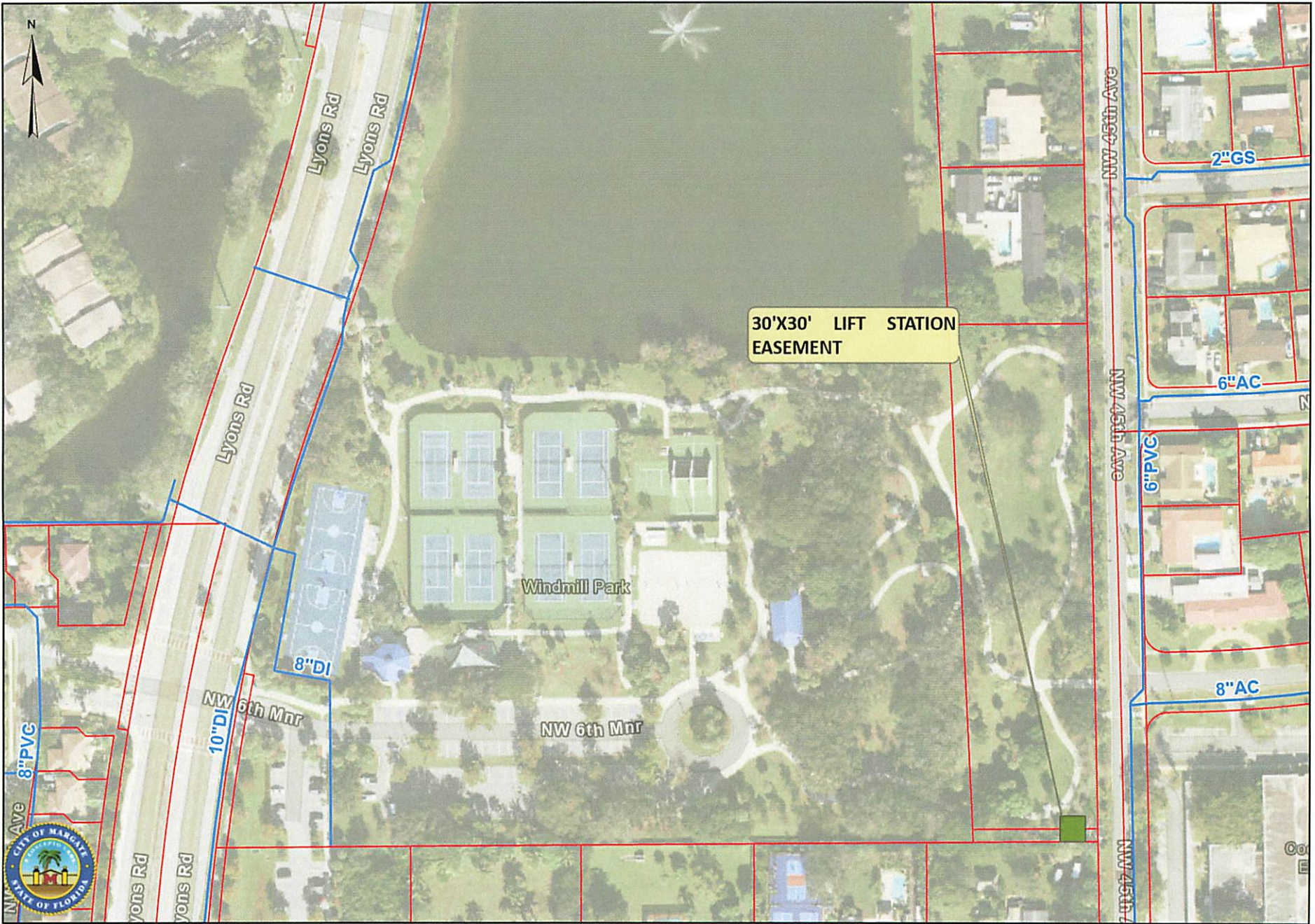
**Legend**

- Existing Potable Water
- Proposed Water Mains to be Replaced Prior to Dec 31, 2028



**EXHIBIT B  
PROPOSED UTILITY WORK**

1 inch equals 600 feet



**EXHIBIT C**  
**PROPOSED LIFT STATION EASEMENT**

1 inch equals 150 feet