

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF MARGATE AND THE
MARGATE COMMUNITY REDEVELOPMENT AGENCY
FOR FUNDING OF UNDERGROUNDING OF EXISTING OVERHEAD UTILITY
LINES**

THIS INTERLOCAL AGREEMENT FOR FUNDING OF UNDERGROUNDING OF EXISTING OVERHEAD UTILITY LINES (“AGREEMENT”) is made this ____ day of _____, 2025, by and between the **CITY OF MARGATE**, a Florida municipal corporation, (hereinafter referred to as “**CITY**”), and the **MARGATE COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the “**MCRA**”).

W I T N E S S E T H:

WHEREAS, the CITY is a municipal corporation organized and existing under the constitution and laws of the State of Florida; and

WHEREAS, Chapter 163, Florida Statutes, provides for the creation of community redevelopment agencies as separate but dependent governments of the municipalities that create community redevelopment agencies; and

WHEREAS, the MCRA is a Community Redevelopment Agency established by the CITY, pursuant to Part III, Chapter 163, Florida Statutes, to provide for redevelopment of blighted areas within the MCRA Community Redevelopment Area; and

WHEREAS, pursuant to the Development Agreement for the proposed Cocogate Development, the CITY has agreed to fund the cost of extending the undergrounding of the existing overhead utility lines from Coconut Creek Parkway north to the northerly property boundary for the Cocogate Development, which is within the MCRA’s Community Redevelopment Area (the “Project”), which is more fully depicted in Exhibit “A,” which is attached hereto and incorporated herein by reference; and

WHEREAS, the MCRA and the CITY agree to have the MCRA fund a portion of the cost of the undergrounding of the existing overhead utility lines as provided herein (the “MCRA Funding”); and

WHEREAS, the MCRA has agreed to provide the MCRA Funding to the CITY, in accordance with the terms and conditions contained herein; and

WHEREAS, this Agreement and the funding provided by the MCRA complies with the provisions of Part III, Chapter 163, Florida Statutes, is consistent with the Community Redevelopment Plan, and serves both a municipal and public purpose.

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

1. The recitations set forth above are hereby incorporated herein by reference.

2. **Payment of Funds by MCRA.** The MCRA agrees to provide to the CITY funds in a total amount not to exceed Seven Hundred Seventy Three Thousand and 00/100 Dollars (\$773,000.00) which shall serve as the MCRA Funding for the Project, as more fully depicted in Exhibit "A." Payment shall be made by the MCRA to the CITY upon presentation of an invoice to the MCRA. Upon receipt of the invoice, and any required documentation, the MCRA shall process payment, and provide the CITY with payment no later than fourteen (14) days following receipt of the invoice. The MCRA Funding shall be utilized by the CITY to pay the costs of the undergrounding of the overhead utility lines pursuant to the agreement entered into between the CITY and the Cocogate Developer.

3. **Continued Cooperation.** This Agreement assumes the close coordination and cooperation between the MCRA and the CITY particularly regarding certain aspects of the consideration and approval of the Project.

4. **Term and Termination.** This Agreement shall be in effect upon execution by the CITY and the MCRA, and shall remain in effect until the MCRA Sunset Date. The MCRA and the CITY may agree to extend the Agreement, through the execution of a written amendment to this Agreement. In the event the City does not enter into the Development Agreement for the Cocogate Development, this Agreement shall be terminated and of no further force and effect.

5. **Public Records.** The CITY and MCRA shall comply with the requirements of Section 119.07, *et.seq.*, Fla.Stat., related to the handling of public records.

6. **Sovereign Immunity.** Nothing contained in this Agreement shall be deemed to be a waiver of, or affect the rights, privileges, and immunities of the CITY or MCRA as set forth in Section 768.28, Fla.Stat.

7. **No General Obligation.** Neither this Agreement, nor the obligations imposed upon the CITY or the MCRA hereunder shall be or constitute an indebtedness or general obligation of the CITY or MCRA within the meaning of any constitutional statutory or charter provisions requiring the CITY or the MCRA, or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the CITY or the MCRA or other Governmental Authority. Nothing contained herein shall be deemed construed or applied to cause any Governmental Authority, specifically including the CITY and the MCRA, to waive its right to exercise its governmental power and authority or to consider any request causing the exercise of its governmental powers in any manner other than that which is customary for the exercise of such governmental powers.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates written below.

ATTEST:

CITY OF MARGATE

Jennifer Johnson, City Clerk

Arlene Schwartz, Mayor

APPROVED AS TO FORM
AND SUFFICIENCY:

David N. Tolces, City Attorney

ATTEST:

MARGATE COMMUNITY REDEVELOPMENT
AGENCY

Cale Curtis, Executive Director

Anthony N. Caggiano, Chair

