

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF MARGATE AND THE
MARGATE COMMUNITY REDEVELOPMENT AGENCY
FOR CONVEYANCE OF PROPERTY AND PAYMENT OF COSTS ASSOCIATED
WITH THE WINFIELD BOULEVARD IMPROVEMENTS**

THIS INTERLOCAL AGREEMENT FOR CONVEYANCE OF PROPERTY AND PAYMENT OF COSTS ASSOCIATED WITH THE WINFIELD BOULEVARD IMPROVEMENTS is made this ___ day of _____, 2021, 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, the **MCRA** is a community redevelopment agency established by the **CITY** in 1996 pursuant to Chapter 163, Part III, Florida Statutes; and

WHEREAS, the **MCRA** undertook the installation of a new City of Margate gateway sign and associated improvements (the “Improvements”) within the Winfield Boulevard median which is located within the **CITY**’s community redevelopment area, and desires to convey the Improvements to the **CITY**; and

WHEREAS, the **CITY** desires to accept the conveyance of the Improvements from the **MCRA** and assume future maintenance responsibility for the Improvements; and

WHEREAS, this Agreement is consistent with the provisions of Chapter 163, Florida Statutes, the **CITY**’s 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. The **MCRA** agrees to convey to the **CITY** pursuant to the Bill of Sale which is attached hereto as Exhibit “A,” the following Improvements: Gateway Sign, irrigation, landscaping, lighting, and related appurtenances as depicted in the Bill of Sale.
3. In order to insure that the landscaping and related improvements were properly maintained following installation, the **CITY** and **MCRA** agreed to have the **MCRA** pay for the water meter that has been installed at the location of the improvements. The **CITY** agrees that the utility account associated with the water meter is in the **CITY**’s name, and that the **CITY** shall be responsible for utility charges related to the water meter. The **CITY** further agrees to be responsible for all costs associated with ongoing maintenance of the Improvements conveyed to the **CITY** by

the MCRA pursuant to the Bill of Sale.

4. This Agreement shall be effective upon execution by the CITY.

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. The CITY and MCRA shall keep records and accounts which shall be available at all reasonable times for examination and audit by the MCRA which shall be kept for a period after the completion of all work to be performed pursuant to this Agreement, in compliance with The Florida Records Retention Schedule, as may be amended from time to time.

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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF MARGATE

Arlene R. Schwartz, Mayor

Cale Curtis, City Manager

ATTEST:

Joseph J. Kavanagh, City Clerk

Dated this ____ day of _____, 2021

MARGATE COMMUNITY REDEVELOPMENT AGENCY

Tommy Ruzzano, Chair

Cale Curtis, Executive Director

ATTEST:

Rita Rodi, CRA Coordinator

Dated this ____ day of _____, 2021

