

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARGATE
AND
THE CITY OF MARGATE COMMUNITY REDEVELOPMENT AGENCY**

This Interlocal Agreement (hereinafter "Agreement") is made the____ day of _____, 2018, between the CITY OF MARGATE, a Florida municipal corporation (hereinafter "CITY") and the CITY OF MARGATE COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Charter 163, Part III, of the Florida Statutes (hereafter "CRA").

W I T N E S S E T H:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that would harmonize geographic, economic, population and other factors influencing the needs and developments of local communities; and

WHEREAS, the CITY and the CRA desire to enter into this Agreement to provide for CRA funding for a portion or all of the roundabout project to be constructed on Winfield Boulevard (the "Project") within the CRA's Redevelopment Area or a portion thereof; and

WHEREAS, this Agreement serves both a municipal and public purpose, is consistent with and furthers the CRA's Redevelopment Plan, and is consistent with the requirements of Chapter 163, Florida Statutes.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The foregoing recitals are true and correct at the time of the execution of this Agreement and are incorporated herein.

2. The CRA shall provide funding to the CITY from twenty-five percent (25%) up to all of the costs of design and construction of the roundabout project on Winfield Boulevard in the Community Redevelopment Area or a portion thereof.

3. The CITY shall provide a written request to the CITY for funding consistent with this Agreement. Upon receipt of the written request from the CITY, the CRA shall issue payment within thirty (30) days.

4. The term of this Agreement shall commence upon execution by both parties, and this Agreement shall continue until either party delivers written notice to the other party of its intent to terminate this agreement.

5. The CITY shall insure that all publicity, public relations, advertisements and signs recognize the CRA for the support of all activities conducted. The use of the CRA logo is

permissible, but all signs or other advertising materials used to publicize CITY activities must be approved by the CRA prior to being utilized. Upon request by the CRA, the CITY shall provide proof of the use of the CRA logo as required by this paragraph.

6. To the extent allowed by law, CITY agrees to defend and indemnify and hold CRA harmless from and against any and all claims, suits, actions, damages, and causes of action arising under or by reason of this Agreement, and caused by any act, error, omission, or neglect of CITY, with regard to those functions and duties specified above, or any other function or duty to be performed by CRA under this agreement, or any other covenant to be performed and kept by CRA, relating to bodily injury, loss of life, or damage to property sustained during or arising out of the Project, and shall further indemnify and save CRA harmless from and against any and all costs, counsel fees, expenses, and liabilities incurred in and about any such claim, the investigation thereof, or the defense of any action or proceeding brought thereon, and from and against any orders, judgments, or decrees which may be entered therein, and shall, at CITY's sole cost and expense, further specifically defend CRA in any action brought against CRA because of any act, error, neglect, omission of the CITY.

7. This Interlocal Agreement shall be filed pursuant to the requirements of Section 163.01(11) of the Florida Statutes.

8. **PUBLIC RECORDS.** CITY is a public agency subject to Chapter 119, Fla. Stat. the CRA shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, CRA agrees to:

- 6.1 Keep and maintain all records that ordinarily and necessarily would be required by the CITY.
- 6.2 Provide the public with access to public records on the same terms and conditions that the CITY would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- 6.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- 6.4 Meet all requirements for retaining public records and transfer, at no cost, to the CITY all records in possession of the CRA at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. All records shall be transferred to the CITY prior to final payment being made to the CRA.

6.5 If CRA does not comply with this section, the CITY shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9. Termination/Default. If either party fails to perform or observe any of the material terms and conditions of this Agreement for a period of ten (10) calendar days after receipt of written notice of such default from the other party, the party giving notice of default may be entitled, but is not required, to seek specific performance of this Agreement on an expedited basis, as the performance of the material terms and conditions contained herein relate to the health, safety, and welfare of the residents subject to this Agreement. Failure of any party to exercise its right in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the other party. Such waiver shall be limited to the terms specifically contained therein. This section shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

10. Governing Law. Venue. This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Broward County, Florida.

11. The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof.

12. No prior or present agreements or representations with regard to any subject matter contained within this Agreement shall be binding on any party unless included expressly in this Agreement. Any modification to this Agreement shall be in writing and executed by the parties.

13. Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice.

CITY OF MARGATE:	Sam May, City Manager City of Margate 5790 Margate Boulevard Margate, Florida, 33063 Telephone No. (954) 935-5300
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Copy To:	Jim Cherof, City Attorney
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5790 Margate Boulevard
Margate, Florida 33063
Telephone No. (954) 935-5319

MARGATE CRA: Sam May, Executive Director
Margate CRA
5790 Margate Boulevard
Margate, Florida, 33063
Telephone No. (954) 935-5300

Copy to: Donald J. Doody, General Counsel
3099 E. Commercial Blvd., #200
Fort Lauderdale, FL 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

14. Neither the CITY nor the CRA shall assign or transfer any rights or interest in this Agreement.

15. This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

16. Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

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IN WITNESS WHEREOF, the CITY OF MARGATE and the MARGATE COMMUNITY REDEVELOPMENT AGENCY have caused these presents to be executed in their respective names by the proper officials the day and year first above written.

CITY OF MARGATE, FLORIDA

BY: _____
ARLENE SCHWARTZ, MAYOR

ATTEST:

JOSEPH J. KAVANAGH, CITY CLERK

Approved as to Form:

CITY ATTORNEY

MARGATE COMMUNITY
REDEVELOPMENT AGENCY

BY: _____
TOMMY RUZZANO, CHAIR

ATTEST:

SAM MAY, EXECUTIVE DIRECTOR