

**LICENSE AGREEMENT BETWEEN THE CITY OF MARGATE
AND
THE MARGATE COMMUNITY REDEVELOPMENT AGENCY
FOR
DEBRIS STAGING**

This License Agreement (hereinafter "Agreement") is made the 29th day of August, 2019 ("Effective Date"), between the CITY OF MARGATE, a Florida municipal corporation (hereinafter "CITY") and the MARGATE COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Charter 163, Part III, of the Florida Statutes (hereafter "CRA").

WITNESSETH:

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 CRA owns and controls the vacant land adjacent to US 441 Rd. depicted on Exhibit "A" attached hereto ("Licensed Property"); and

WHEREAS, the CITY desires to utilize the Licensed Property for debris staging, according to the terms herein; 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, agreements herein contained, and other valuable consideration the sufficiency of which is hereby acknowledged, 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 CITY shall license from the CRA, the Licensed Property for the purposes of debris staging in accordance with the terms of this Agreement.

3. The Licensed Property consists of two parcels. Parcel 1 located on the east side of US 441 Rd. ("Parcel 1"), and Parcel 2 located on the west side of US 441 Rd. ("Parcel 2"). Parcel 2 shall be the primary site for debris staging, and the use of Parcel 2 consisting of construction and demolition shall be restricted to utilizing the concreted area only. Parcel 2 may

also be utilized for vegetation, which shall be placed on the grass field. Parcel 1 shall only be utilized as a secondary site for vegetation only.

- a) CITY accepts the Licensed Property “as is”, and “with all faults.” CRA makes no warranty or representation that the Licensed Property is safe, or is suitable for the CITY’s intended use. It shall be the CITY’s responsibility and obligation to ensure that the Licensed Property is stabilized so as to be able to accept the expected weight and resulting stresses of the debris, equipment, and machinery to be used by the CITY, so that such debris, equipment, and machinery can be operated safely and as intended.
- b) All personnel of CITY which at any time use the Licensed Property shall be suitably trained in safety and precautionary techniques and procedures. All use of the Licensed Property shall be conducted in a safe manner. Appropriate supervisory personnel of the CITY shall be on the Licensed Property at any time that any debris, equipment, or machinery is moving thereon, and active supervision shall take place during such periods.
- c) CITY agrees that all personal property and materials placed upon the Licensed Property shall remain the property of the CITY, and shall be placed upon the Licensed Property at the risk of CITY. CRA shall have no responsibility or liability for damage or theft of such personal property and materials.

4. The license under the terms of this Agreement shall expire sixty (60) days subsequent to the Effective Date, unless extended by the CRA in the CRA’s sole discretion (“Expiration Date”). Upon the Expiration Date, CITY shall remove all personal property, debris, and materials from the Licensed Property, and return the Licensed Property to the CRA in the original state of the Licensed Property at the Effective Date.

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

6. PUBLIC RECORDS. CITY and CRA are public agencies subject to Chapter 119, Florida Statutes. The CITY and CRA shall comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, CITY and CRA agree to:

6.1 Keep and maintain all records required by the CITY and CRA to perform the service.

6.2 Upon request from the CITY or CRA’s custodian of public records, provide the CITY or CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

6.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CITY or CRA does not transfer the records to the CITY or CRA.

6.4 Upon the termination of the contract, the CITY shall transfer, at no cost to the CRA, all public records in possession of the CITY and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CITY keeps and maintains public records upon completion of the contract, the CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records in a format that is compatible with the information technology systems of the CRA. All records shall be transferred to the CRA prior to final payment being made by the CRA.

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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: Cale Curtis, City Manager
City of Margate
5790 Margate Boulevard
Margate, Florida, 33063
Telephone No. (954) 935-5300

MARGATE CRA: Jeffrey Oris, 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

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

13. 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.

14. 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

EXHIBIT A
LEGAL DESCRIPTIONS

Parcel 1

Parcel "A" of MARGATE THIRD ADDITION, according to the Plat thereof, recorded in Plat Book 44, Page 48, of the Public Records of Broward County, Florida, and lying within Section 36, Township 48 South, Range 41 East, Broward County, Florida.

Parcel 2

Lots 11 and 12, in Block 11, MARGATE FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 39, Page 1, of the Public Records of Broward County, Florida.

And

A portion of "Parcel "Z" Block 11, MARGATE THIRD ADDITION> according to the Plat thereof recorded in Plat Book 44, Page 48, of the Public Records of Broward County, Florida, more fully described as follows:

Beginning at the most Northeasterly corner of said Parcel "Z"; thence Southerly along the Easterly line of said Parcel "Z" and along a curve to the right having a radius of 905.37 feet, with a central angle of 10°15'47" an arc distance of 162.17 feet; thence North 44°22'05" West along a line which makes an angle of 68°30'39" with the back tangent of last described curve, a distance of 200 feet thence South 45°37'55" West a distance of 150 feet; thence North 44°22'05" West a distance of 74.16 feet to a point on the boundary line a distance of 170 feet to the most Northerly corner of said Parcel "Z"; thence South 76°07'13" East along the most Northerly boundary of said Parcel "Z" a distance of 237.09 feet to the Point of Beginning.

And

Parcel "Z" Block 11, MARGATE THIRD ADDITION, according to the Plat thereof recorded in Plat Book 44, Page 48, of the Public Records of Broward County, Florida.
Less the most Northwesterly 181.09 feet,

AND LESS the following described portion:

Beginning at the most Northeasterly corner of said Parcel "Z"; thence Southerly along the Easterly line of said Parcel "Z" and along a curve to the right having a radius of 905.37 feet, With a central angle of 10°15'47" an arc distance of 162.17 feet; thence North 44°22'05" West along a line which makes an angle of 68°30'39", with the back tangent of last described curve, a distance of 200 feet thence South 45°37'55" West a distance of 150 feet; thence North 44°22'05" West a distance of 74.16 feet to a point on the boundary line a distance of 170 feet to the most Northerly corner of said Parcel "Z"; thence South 76°07'13" East along the most Northerly boundary of said Parcel "Z" a distance of 237.09 feet to the Point of Beginning.

And

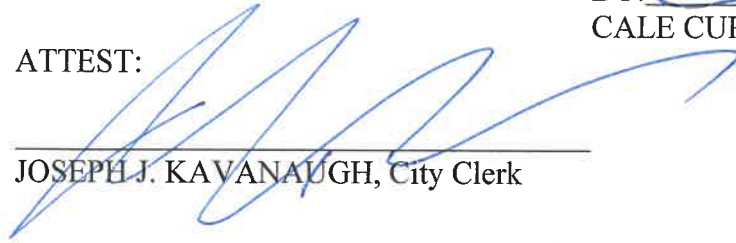
Parcel "V", in Block 10, of MARGATE THIRD ADDITION, according to the Plat thereof recorded in Plat Book 44, Page 48, of the Public Records of Broward County, Florida.

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: 
CALE CURTIS, City Manager

ATTEST:



JOSEPH J. KAVANAUGH, City Clerk

Approved as to Form:



CITY ATTORNEY

MARGATE COMMUNITY
REDEVELOPMENT AGENCY

BY: 

JEFFREY ORIS, Executive Director

ATTEST:



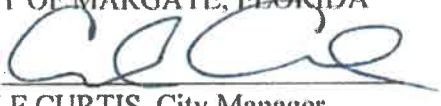
Print Name: Anita Hodi

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS AGREEMENT
AS TO FORM:

General Counsel

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.

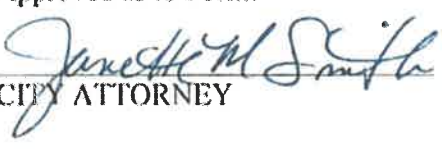
CITY OF MARGATE, FLORIDA

BY: 
CALE CURTIS, City Manager

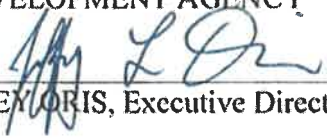
ATTEST:


JOSEPH J. KAVANAUGH, City Clerk

Approved as to Form:


JANETTE M. SMITH
CITY ATTORNEY

MARGATE COMMUNITY
REDEVELOPMENT AGENCY

BY: 
JEFFREY L. ORIS, Executive Director

ATTEST:



Print Name: Rita Hadji

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS AGREEMENT
AS TO FORM:


DONALD J. FACKLEY
General Counsel