

MARGATE COMMUNITY REDEVELOPMENT AGENCY

RESOLUTION NO. 618

A RESOLUTION OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE LICENSE AGREEMENT BETWEEN THE CITY OF MARGATE AND THE MARGATE COMMUNITY REDEVELOPMENT AGENCY FOR THE TEMPORARY USE OF MARGATE COMMUNITY REDEVELOPMENT AGENCY PROPERTY; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY OF MARGATE, FLORIDA:

SECTION 1: That the Board of the Margate Community Redevelopment Agency, hereby approves the License Agreement between the Margate Community Redevelopment Agency and the City of Margate, (the "License Agreement") for the Temporary Use of Margate Community Redevelopment Agency Property, a copy of which is attached hereto as Exhibit "A", as more particularly described in the License Agreement.

SECTION 2: That the Executive Director is hereby authorized and directed to execute the License Agreement, a copy of which is attached hereto and specifically made a part of this Resolution as Exhibit "A".

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

PASSED, ADOPTED, AND APPROVED THIS 10<sup>TH</sup> DAY OF DECEMBER, 2019.

  
\_\_\_\_\_  
Chair Tommy Ruzzano

RECORD OF VOTE

Simone	Yes
Arserio	Yes
Schwartz	Yes
Caggiano	Yes
Ruzzano	Yes

**LICENSE AGREEMENT BETWEEN THE CITY OF MARGATE  
AND  
THE MARGATE COMMUNITY REDEVELOPMENT AGENCY  
FOR THE  
TEMPORARY USE OF PROPERTY**

This License Agreement (hereinafter "Agreement") is made the \_\_\_\_ day of \_\_\_\_\_, 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 "MCRA").

**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 MCRA owns and controls real property within the City depicted on Exhibit "A" attached hereto ("Licensed Property"); and

**WHEREAS**, the CITY desires to utilize the Licensed Property for construction equipment staging, hosting events, police and fire training, or any other municipal or public purpose, according to the terms herein; and

**WHEREAS**, this Agreement serves both a municipal and public purpose, is consistent with and furthers the MCRA'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. Pursuant to the terms and conditions of this Agreement, the MCRA may grant the CITY a license to use the Licensed Property for the purposes of construction equipment staging, hosting events, police and fire training, or any other municipal or public purpose.
3. Individual licenses under this agreement shall be initiated by an administrative request by the City Manager on behalf of CITY on forms supplied by MCRA and shall be administratively approved or denied by the Executive Director for MCRA so as to minimize time delay and process for review.

4. The Licensed Property, subject to this Agreement, consists of all MCRA owned real property within the CITY. If the CITY desires to utilize any of the Licensed Property under the terms of this Agreement for a period of fourteen (14) days or less, the CITY shall provide the MCRA fourteen (14) days prior written notice of its intent to use the Licensed Property. Once the CITY provides the MCRA prior written notice of its intent to utilize the Licensed Property for fourteen (14) days or less, the MCRA shall have a period of four (4) business days to review and either grant or deny the use by the CITY. If the CITY desires to utilize any of the Licensed Property under the terms of this Agreement for a period of more than fourteen (14) days, the CITY shall provide the MCRA thirty (30) days prior written notice of its intent to use the Licensed Property. Once the CITY provides the MCRA prior written notice of its intent to utilize the Licensed Property for more than thirty (30) days, the MCRA shall have a period of seven (7) calendar days to review and either grant or deny the use by the CITY. In the event the CITY wishes to utilize the Licensed Property that is included within the New Urban Communities, LLC development, and approval is granted, the utilization of the Licensed Property shall be conditioned upon the utilization not violating any of the terms or conditions of the Development Agreement between the MCRA and New Urban Communities, LLC. Nothing in this Agreement guarantees that the MCRA will approve the CITY's use of the Licensed Property. Each request submitted by the CITY to utilize the Licensed Property shall be evaluated by the MCRA on its own merits.

4.1 Upon the consent of the MCRA, the CITY's use of any portion of the Licensed Property shall be subject to the following:

- a) CITY accepts the Licensed Property "as is", and "with all faults." MCRA 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 personal property, materials, debris, equipment, and machinery to be used by the CITY on the Licensed Property, so that such personal property, materials, debris, equipment, and machinery can be operated safely and as intended.
- b) All personnel of CITY and any contractors 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 and any contractor 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. MCRA shall have no responsibility or liability for damage or theft of such personal property and materials.

- d) CITY agrees, to the extent permitted by law, and subject to the limitations of Section 768.28, Fla.Stat., to defend, indemnify, and hold the MCRA harmless for any claims, damages, costs or liabilities, with respect to use of any MCRA owned land pursuant to this Agreement.
- e) Any contractor utilizing the Licensed Property shall indemnify, and hold the MCRA and any property management company utilized by the MCRA, harmless for any claims, damages, costs or liabilities, including court costs and reasonable attorney's fees and paralegal expenses at both the trial and appellate levels resulting from utilization of the Licensed Property. Any contractor utilizing the Licensed Property shall provide appropriate insurance acceptable to the MCRA naming the MCRA as an additional insured.
- f) The CITY and any contractor utilizing the MCRA property in conjunction with any CITY use of the MCRA property agrees not to cause or permit any Hazardous Materials to be disposed of, on, in, under or about the Licensed Property, and the CITY and any contractor agrees that no re-fueling of any gasoline or diesel products, as well as the storage or placement of any Hazardous Materials will take place on the Licensed Property. This provision does not prevent the CITY and any contractor from safely and securely utilizing propane tanks or generators on the Licensed Property in furtherance of a municipal or public event. The CITY or any contractor utilizing the MCRA property shall not discharge Hazardous Materials or wastes into or through any sanitary sewer or trash facilities serving the Licensed Property.

5. The license under the terms of this Agreement shall be indefinite, unless sooner terminated as provided herein. The CITY or the MCRA may terminate this Agreement or any specific license for convenience upon fourteen (14) days prior written notice to the other party. The specific license granted for any specific MCRA property shall state the term of the specific license. Upon the Expiration Date, CITY shall remove all personal property, debris, and materials from the Licensed Property, and return the Licensed Property to the MCRA in the original state of the Licensed Property at the Effective Date.

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

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

6.2 Upon request from the CITY or MCRA's custodian of public records, provide the CITY or MCRA 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 MCRA does not transfer the records to the CITY or MCRA.

6.4 Upon the termination of the contract, the CITY shall transfer, at no cost to the MCRA, 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 MCRA, upon request from the MCRA's custodian of public records in a format that is compatible with the information technology systems of the MCRA. All records shall be transferred to the MCRA prior to final payment being made by the MCRA.

6.5 If CITY or MCRA does not comply with this section, the CITY or MCRA 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 the CITY, or any contractor fails to perform or observe any of the material terms and conditions of this Agreement for a period of seven (7) calendar days following receipt of written notice, the MCRA may terminate this Agreement and remove any stored property or remediate any property damage at the cost of the CITY. 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

Copy to:                      Janette M. Smith, City Attorney  
City of Margate  
5790 Margate Boulevard  
Margate, Florida, 33063  
Telephone No. (954) 935-5319  
Facsimile No. (954) 9355304

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

Copy to:                      David N. Tolces, 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 MCRA 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.

15. If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its costs and reasonable attorney's fees, including all appeals from the non-prevailing party.

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**

\_\_\_\_\_  
Tommy Ruzzano, Mayor

\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Cale Curtis, City Manager

\_\_\_\_ day of \_\_\_\_\_, 2019

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Joseph J. Kavanagh, City Clerk

\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Janette M. Smith, City Attorney

\_\_\_\_ day of \_\_\_\_\_, 2019

**MARGATE COMMUNITY REDEVELOPMENT AGENCY**

  
\_\_\_\_\_  
Tommy Ruzzano, Chair

11 day of December, 2019

  
\_\_\_\_\_  
Jeffrey L. Oris, Executive Director

11 day of December, 2019

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Rita Rodi, CRA Coordinator

12 day of December, 2019

\_\_\_\_\_  
General Counsel

\_\_\_\_ day of \_\_\_\_\_, 2019



EXHIBIT A

**LIST OF MARGATE COMMUNITY REDEVELOPMENT  
AGENCY OWNED PROPERTIES**

<b>Folio Number</b>	<b>Land Area</b>	<b>Owner</b>	<b>Address</b>
<b>CITY CENTER PROPERTIES</b>			
484125030010	736,960 sq. ft.	MCRA	1000 N. State Road 7
484125010190	33,256 sq. ft.	MCRA	1291 N. State Road 7
484125031343	33,367 sq. ft.	MCRA	N. State Road 7
484125031340	234,078 sq. ft.	MCRA	5701 Margate Blvd.
484125031280	142,600 sq. ft.	MCRA	5801 Margate Blvd.
484125031085	11,250 sq. ft.	MCRA	5750 Margate Blvd.
484125031080	222,297 sq. ft.	MCRA	1021 N. State Road 7
484125031084	13,907 sq. ft.	MCRA	5700 Margate Blvd.
484125031081	18,750 sq. ft.	MCRA	1001 Park Drive
484125030110	132,991 sq. ft.	MCRA	911 N. State Road 7
484125030100	8,923 sq. ft.	MCRA	NW 9th Court
48412503108	4,242 sq. ft.	MCRA	5700 Block of Margate Blvd., south side
<b>RIGHT-OF-WAY PARCELS</b>			
484125031088	4,242 sq. ft.	MCRA	5700 Block of Margate Blvd., south side
484125031119	2,520 sq. ft.	MCRA	5800 Block of Margate Blvd., south side
484125031345	2,185 sq. ft.	MCRA	NE corner Margate Blvd. & NW 58 <sup>th</sup> Ave
<b>OTHER GENERAL PARCELS</b>			
484125031090	8,397 sq. ft.	MCRA	5717/5721 Park
484125031100	7,916 sq. ft.	MCRA	5717/5721 Park
484125020010	50,319 sq. ft.	MCRA	441/CC Pkwy
484125020021	17,336 sq. ft.	MCRA	NW 15 St/441
484125020022	15,557 sq. ft.	MCRA	NW 15 St/441
484125031342	10,865 sq. ft.	MCRA	58 Ave/Margate Blvd
484136010140	13,474 sq. ft.	MCRA	6280 W Atlantic Blvd
484230340010	66,805 sq. ft.	MCRA	1675 Banks Rd/Sports Complex
484136061080	23,894 sq. ft.	MCRA	891 N SR 7

# City of Margate, Florida

