

MARGATE COMMUNITY REDEVELOPMENT AGENCY

RESOLUTION NO. 622

A RESOLUTION OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY, RESCINDING MARGATE COMMUNITY REDEVELOPMENT AGENCY RESOLUTION NO. 618; 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; AUTHORIZING THE CHAIR AND EXECUTIVE DIRECTOR TO EXECUTE THE LICENSE AGREEMENT; 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 rescinds Resolution No. 618 adopted on December 10, 2019, and 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 MCRA Chair and Executive Director are 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 15TH DAY OF JANUARY, 2020.


Chair Tommy Ruzzano

RECORD OF VOTE

Simone	<u>Absent</u>
Arserio	<u>Yes</u>
Schwartz	<u>Yes</u>
Caggiano	<u>Yes</u>
Ruzzano	<u>Yes</u>

EXHIBIT A

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

This License Agreement (hereinafter "Agreement") is made the ____ day of _____, 2020 ("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").

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 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 a Request Form supplied by MCRA, as may

be amended from time to time. The CITY's request shall be administratively approved or denied by the Executive Director for MCRA so as to minimize time delay and process for review of which said approval shall not be unreasonably withheld. A copy of the Request Form is attached hereto as Exhibit "B," and may be revised without a written amendment to this Agreement.

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 fourteen (14) 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, but said use shall not be unreasonably withheld. Each request submitted by the CITY to utilize the Licensed Property shall be evaluated by the MCRA on its own merits. Upon mutual written agreement by and between the MCRA and City, MCRA Executive Director or the MCRA Board of Directors may waive the aforementioned notice requirements on a case by case basis.

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. This Interlocal Agreement shall be filed with the Broward County Clerk of Court pursuant to the requirements of Section 163.01(11) of the Florida Statutes.

6. 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.

7. PUBLIC RECORDS. With respect to any public records created, received or maintained in connection with this Agreement, each party is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that the other party would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that

public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to either party, all public records in that party's possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to the other party in a format that is compatible with the other party's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

8. 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) business 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.

9. 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. **BY ENTERING INTO THIS AGREEMENT, CITY AND MCRA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

10. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Any contractor utilizing the Licensed Property shall indemnify, and hold 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.

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

Copy to: David N. Tolces, General Counsel
Weiss Serota Helfman Cole & Bierman, P.L.
1200 N. Federal Highway, Suite 312
Boca Raton, FL 33432
Telephone No. (561) 835-2111
Facsimile No. (954) 764-7770

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. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

16. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW]**

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 _____, 2020

Cale Curtis, City Manager

____ day of _____, 2020

ATTEST:

APPROVED AS TO FORM:


Joseph J. Kavanagh, City Clerk

____ day of _____, 2020

Janette M. Smith, City Attorney

____ day of _____, 2020

MARGATE COMMUNITY REDEVELOPMENT AGENCY



Tommy Ruzzano, Chair

15 day of January, 2020



Jeffrey L. Oris, Executive Director

16 day of January, 2020

ATTEST:

APPROVED AS TO FORM:



Rita Rodi, CRA Coordinator

15 day of January, 2020



David N. Tolces, CRA General Counsel

15 day of JANUARY, 2020

EXHIBIT A

LIST OF MARGATE COMMUNITY REDEVELOPMENT AGENCY OWNED PROPERTIES

Folio Number	Land Area	Owner	Address
CITY CENTER PROPERTIES			
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
RIGHT-OF-WAY PARCELS			
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 th Ave
OTHER GENERAL PARCELS			
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

Legend:

- CRA Boundary
- CRA Owned
- City Limits

Disclaimer:
The City of Memphis provides these maps and their information for your general use "as is." This information is derived from multiple sources which may, in part, not be current, be subject to change at the City of Memphis, and may be of dubious accuracy. The areas identified by these maps are approximate, and are not necessarily accurate to the nearest acreage. The City of Memphis makes no warranty or guarantee as to the quality, accuracy, timeliness, or completeness of any of this data provided, and assumes no legal liability for any errors or omissions.

Map Details:
The map shows the City of Memphis with its various neighborhoods. The CRA Boundary is highlighted in blue, and the CRA Owned areas are highlighted in red. The City Limits are outlined in orange. A north arrow is located in the bottom right corner. The map includes labels for major roads and landmarks.

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EXHIBIT B
CITY OF MARGATE REQUEST TO USE PROPERTY OWNED BY
THE MARGATE COMMUNITY REDEVELOPMENT AGENCY (MCRA)

Date Submitted: _____

1) Requesting Person/Department: (include phone number and email address):

2) Is Proposed use for (circle one): More than 14 days 14 days or less

3) Actual length of use requested: _____

4) Address of Property to be Utilized: _____

5) Intended Use (please describe with detail):

6) Is this request for use by the City exclusively or for use by City and/or a City Contractor/Subcontractor (circle all that apply):

Exclusively by City City Contractor Sub-contractors

7) Will there be any hazardous materials on site for this use? YES NO

8) Please list materials (propane, diesel or other fuel, oil, hydraulic fluid, etc.) and how they will be utilized and if they are intended to be stored on the site:

9) If property is to be used by a City Contractor or sub-contractor, please attach appropriate indemnification and insurance certificates/information for each:

Submittal Authorized by: Cale Curtis, City Manager

Signature

REQUEST FOR CITY OF MARGATE TEMPORARY USE OF CRA PROPERTY

FOR MCRA USE ONLY:

1) **Date request received:** _____

2) **Property Address:** _____

3) **Is this property subject to the City Center Agreement with New Urban Communities?**

YES

NO

4) **CRA decision to be made within (circle one)** 4 Days 7 Days

5) **Date of Decision:** _____ (circle one): Approved OR Denied

6) **If Approved, start and end date of use:** _____

7) **Conditions, if any, of approval:**

8) **If Denied, reason for denial:**

9) **Date of scheduled pre-use walk-through:** _____

10) **Persons attending walk-through:** _____

11) **List any special conditions noted at site during walk-through:**

(Attach Pre-Use Photos)

REQUEST FOR CITY OF MARGATE TEMPORARY USE OF CRA PROPERTY

FOR MCRA USE ONLY:

12) Post-use walk-through date: _____

13) Persons attending post-use walk-through: _____

14) List any conditions noted at site during post-use walk-through that require restoration/repair:

15) Were there any reported incidents or accidents on the property during its use by the City?
(i.e. trip and fall, fuel spills, other incidents reported to the Police or which required Fire-Rescue intervention.) whether reported by residents, contractors or staff.

(Attach Post-Use Photos if necessary)