

## **RESOLUTION #166-2016**

### **AUTHORIZING A PARTNERSHIP AGREEMENT BETWEEN MARGATE CITY AND ATLANTIC COUNTY TO ADMINISTER THE CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT PROGRAM GRANT**

**WHEREAS**, The Mayor and Commissioners adopted Resolution #98-2016, June 2, 2016 authorizing application for a Congestion Mitigation and Air Quality Improvement Program Grant; and

**WHEREAS**, the CMAQ Program provides federal funding for transportation projects located in the SJTPO region that reduce congestion and improve air quality; and

**WHEREAS**, The City of Margate desires to partner with Atlantic County as the public sponsor of a proposed Congestion Mitigation and Air Quality Improvement Program (CMAQ); and

**NOW THEREFORE BE IT RESOLVED** that the Mayor and City Clerk agree to the attached Partnership Agreement.

ROLL CALL:

NAME	MOTION	SECONDED	YES	NO	ABSTAINED	ABSENT
Becker			X			
Amodeo		X	X			
Blumberg	X		X			

DATE: September 1, 2016

#### **CERTIFICATION**

I, Johanna Casey, Clerk of Margate City, Atlantic County, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Commissioners of the City of Margate City at a meeting of said Commission held on September 1, 2016 and said resolution was adopted by not less than a two-thirds vote of the members of the Commission.

---

Johanna Casey, RMC, City Clerk

## **PARTNERSHIP AGREEMENT**

This Applicant Private Partnership Agreement (the Agreement), made effective as of this 1 day of September, 2016, by and between the County of Atlantic, a body corporate and politic of the State of New Jersey, with offices located at 1333 Atlantic Avenue, Atlantic City, New Jersey 08401 (hereinafter referred to as the "County") and the City of Margate (hereinafter referred to as the "City"), a municipal corporation with office located at 9001 Winchester Ave, Margate, New Jersey 08402.

## **BACKGROUND STATEMENT**

- A. The South Jersey Transportation Planning Organization (SJTPo) administers the FY2016 Congestion Mitigation and Air Quality Program (CMAQ). The CMAQ Program provides federal funding for transportation projects located in the SJTPo region that reduce congestion and improve air quality. The CMAQ Program requires that Sponsors be certified by NJDOT to be eligible to receive federal funds.
- B. The City of Margate desires to work with the County as the public sponsor of a proposed CMAQ project, and the County is willing to participate in the CMAQ Program as the eligible applicant sponsor (Atlantic County) for the City of Margate, the project partner (the City) for the proposed project further described in this Agreement (the "CMAQ Project").

**NOW, THEREFORE**, in consideration of the foregoing and mutual promises and the covenants and agreements set forth below, the parties agree as follows:

### **1. CMAQ Program Requirements**

- 1.1 The City shall abide by all applicable rules, regulations, and requirements of the CMAQ Program. Failure of the City to do so shall result in the termination of this Agreement, at which time the City shall immediately repay to the County and/or SJTPo all grant funds the City received in connection with the CMAQ Program, together with any interest or penalties that may be assessed as a result of the City's failure to comply with applicable requirements. Notwithstanding the foregoing, if and to the extent repayment of grant funds is affirmatively waived by SJTPo, the New Jersey Department of Transportation (NJDOT), and the Federal Highway Administration (FHWA), the City shall not be required to repay amounts covered by such waiver.
- 1.2 Without limiting the generality of the foregoing, the City shall abide by all federal requirements pertaining to 23 USC Section 149 (e) under the CMAQ Improvement Program and all related CMAQ Program rules and regulations. At the request of the County or SJTPo, the City shall certify in writing to SJTPo that the City has complied in all aspects with the CMAQ Program requirements as they relate to the CMAQ Project; such certification shall be signed by an officer of the City.

### **2. CMAQ Project**

The City intends to apply for a grant from the CMAQ Program to support the following CMAQ Project: Congestion Mitigation and Air Quality Improvement Program Application Margate and Ventnor, Atlantic County, New Jersey.

### **3. Roles and Responsibilities of Public Sponsor**

3.1 The County (Public Sponsor) shall coordinate with SJTPO and the City of Margate as required to facilitate administration of any grants SJTPO may award to the City through the CMAQ Program. This coordination may include, but not be limited to, any of the following tasks and duties as required:

- a) Acting as a project sponsor for the City of Margate;
- b) Acting as a pass-through agent (at the discretion of SJTPO and NJDOT) to provide CMAQ funds to the City;
- c) Monitoring compliance with CMAQ Program rules, including, but not limited to, procurement in accordance with federal requirements and performance by the City of ongoing obligations to maintain equipment purchased or improved with CMAQ funds in active use in the locations specified by the CMAQ grant agreement; and
- d) Assisting SJTPO in various other administrative tasks which may be required by the CMAQ Program.

### **4. Role and Responsibilities of the City of Margate**

4.1 The City of Margate shall coordinate with the County (Public Sponsor) as necessary and useful to ensure compliance with requirements of the CMAQ Program. Such coordination may include, but is not limited to, the following tasks:

- a) Complying with any and all requirements of the CMAQ Program;
- b) Owning and maintaining any equipment purchased with CMAQ funding;
- c) Providing SJTPO and the County with such information and certifications about the operations, performance, and location of equipment purchased or improved with CMAQ funding as may be requested from time to time; and
- d) Providing the matching share of funding as required by the CMAQ Program.

### **5. Termination**

The terms and conditions of this Agreement shall remain in force and effect until the terms and conditions of any CMAQ Program grant funding received by the City, including, but not limited to, ongoing compliance obligations under the CMAQ Program rules expire.

### **6. Miscellaneous**

6.1 Assignment: Neither this Agreement, nor any rights, duties nor obligations described in this Agreement, shall be assigned or subcontracted by the City without prior written consent of Atlantic County, SJTPO, and FHWA, which shall not be unreasonably withheld. In the event that Atlantic County, SJTPO, and FHWA approve an assignment, each and all of the terms and conditions of this Agreement shall extend to the benefit of the successors and assigns of the City of Margate.

- 6.2 Governing Law: The Agreement shall be governed by the laws of the State of New Jersey as to all matters, including, but not limited to matters of validity, construction, effect and performance.
- 6.3 Forum and Venue: All actions regarding this Agreement shall be formed and venued in a court of competent subject matter jurisdiction in New Jersey.
- 6.4 Entire Agreement: This Agreement and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- 6.5 Severability: Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their authorized representatives effective as of the date first above written.

Attest:

City of Margate:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor (Date)

Attest:

County of Atlantic:

\_\_\_\_\_  
Sonya Harris, Clerk  
Board of Chosen Freeholders

\_\_\_\_\_  
Dennis Levinson, County Executive (Date)

Approved as to Form on behalf of the City of Margate:

\_\_\_\_\_  
Solicitor

Approved as to Form on behalf of the County of Atlantic:

\_\_\_\_\_  
James F. Ferguson, County Counsel

## **PARTNERSHIP AGREEMENT**

This Applicant Private Partnership Agreement (the Agreement), made effective as of this 1 day of September, 2016, by and between the County of Atlantic, a body corporate and politic of the State of New Jersey, with offices located at 1333 Atlantic Avenue, Atlantic City, New Jersey 08401 (hereinafter referred to as the "County") and the City of Margate (hereinafter referred to as the "City"), a municipal corporation with office located at 9001 Winchester Ave, Margate, New Jersey 08402.

## **BACKGROUND STATEMENT**

- A. The South Jersey Transportation Planning Organization (SJTPPO) administers the FY2016 Congestion Mitigation and Air Quality Program (CMAQ). The CMAQ Program provides federal funding for transportation projects located in the SJTPPO region that reduce congestion and improve air quality. The CMAQ Program requires that Sponsors be certified by NJDOT to be eligible to receive federal funds.
- B. The City of Margate desires to work with the County as the public sponsor of a proposed CMAQ project, and the County is willing to participate in the CMAQ Program as the eligible applicant sponsor (Atlantic County) for the City of Margate, the project partner (the City) for the proposed project further described in this Agreement (the "CMAQ Project").

**NOW, THEREFORE**, in consideration of the foregoing and mutual promises and the covenants and agreements set forth below, the parties agree as follows:

### **1. CMAQ Program Requirements**

- 1.1 The City shall abide by all applicable rules, regulations, and requirements of the CMAQ Program. Failure of the City to do so shall result in the termination of this Agreement, at which time the City shall immediately repay to the County and/or SJTPPO all grant funds the City received in connection with the CMAQ Program, together with any interest or penalties that may be assessed as a result of the City's failure to comply with applicable requirements. Notwithstanding the foregoing, if and to the extent repayment of grant funds is affirmatively waived by SJTPPO, the New Jersey Department of Transportation (NJDOT), and the Federal Highway Administration (FHWA), the City shall not be required to repay amounts covered by such waiver.
- 1.2 Without limiting the generality of the foregoing, the City shall abide by all federal requirements pertaining to 23 USC Section 149 (e) under the CMAQ Improvement Program and all related CMAQ Program rules and regulations. At the request of the County or SJTPPO, the City shall certify in writing to SJTPPO that the City has complied in all aspects with the CMAQ Program requirements as they relate to the CMAQ Project; such certification shall be signed by an officer of the City.

### **2. CMAQ Project**

The City intends to apply for a grant from the CMAQ Program to support the following CMAQ Project: Congestion Mitigation and Air Quality Improvement Program Application Margate and Ventnor, Atlantic County, New Jersey.

### **3. Roles and Responsibilities of Public Sponsor**

3.1 The County (Public Sponsor) shall coordinate with SJTPO and the City of Margate as required to facilitate administration of any grants SJTPO may award to the City through the CMAQ Program. This coordination may include, but not be limited to, any of the following tasks and duties as required:

- a) Acting as a project sponsor for the City of Margate;
- b) Acting as a pass-through agent (at the discretion of SJTPO and NJDOT) to provide CMAQ funds to the City;
- c) Monitoring compliance with CMAQ Program rules, including, but not limited to, procurement in accordance with federal requirements and performance by the City of ongoing obligations to maintain equipment purchased or improved with CMAQ funds in active use in the locations specified by the CMAQ grant agreement; and
- d) Assisting SJTPO in various other administrative tasks which may be required by the CMAQ Program.

### **4. Role and Responsibilities of the City of Margate**

4.1 The City of Margate shall coordinate with the County (Public Sponsor) as necessary and useful to ensure compliance with requirements of the CMAQ Program. Such coordination may include, but is not limited to, the following tasks:

- a) Complying with any and all requirements of the CMAQ Program;
- b) Owning and maintaining any equipment purchased with CMAQ funding;
- c) Providing SJTPO and the County with such information and certifications about the operations, performance, and location of equipment purchased or improved with CMAQ funding as may be requested from time to time; and
- d) Providing the matching share of funding as required by the CMAQ Program.

### **5. Termination**

The terms and conditions of this Agreement shall remain in force and effect until the terms and conditions of any CMAQ Program grant funding received by the City, including, but not limited to, ongoing compliance obligations under the CMAQ Program rules expire.

### **6. Miscellaneous**

6.1 Assignment: Neither this Agreement, nor any rights, duties nor obligations described in this Agreement, shall be assigned or subcontracted by the City without prior written consent of Atlantic County, SJTPO, and FHWA, which shall not be unreasonably withheld. In the event that Atlantic County, SJTPO, and FHWA approve an assignment, each and all of the terms and conditions of this Agreement shall extend to the benefit of the successors and assigns of the City of Margate.

- 6.2 Governing Law: The Agreement shall be governed by the laws of the State of New Jersey as to all matters, including, but not limited to matters of validity, construction, effect and performance.
- 6.3 Forum and Venue: All actions regarding this Agreement shall be formed and venued in a court of competent subject matter jurisdiction in New Jersey.
- 6.4 Entire Agreement: This Agreement and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- 6.5 Severability: Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives effective as of the date first above written.

Attest:

Johanna Casey  
Clerk

City of Margate:

Michael Becken 9/7/16  
Mayor (Date)

Attest:

\_\_\_\_\_  
Sonya Harris, Clerk  
Board of Chosen Freeholders

County of Atlantic:

\_\_\_\_\_  
Dennis Levinson, County Executive (Date)

Approved as to Form on behalf of the City of Margate:

John Scott Abbott Esq.  
Solicitor

Approved as to Form on behalf of the County of Atlantic:

\_\_\_\_\_  
James F. Ferguson, County Counsel