

RESOLUTION _____ - _____

**RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE
OF A STATE GRANT FROM THE STATE OF NEW JERSEY
DIVISION OF HIGHWAY TRAFFIC SAFETY**

WHEREAS, North Brunswick Township applied for and desires to accept the “HTS State Pedestrian Safety Enforcement and Education Fund 2023” reimbursement funds in the amount of \$15,000 in an effort to reduce pedestrian crashes by 10% in North Brunswick in FY2023; and

WHEREAS, the State of New Jersey will participate in the HTS State Pedestrian Safety Enforcement and Education Fund 2023 from July 1, 2022 to June 30, 2023; and

WHEREAS, it would be in the best interest of North Brunswick Township to accept this grant. The maximum project overtime rate is \$60.00 per hour for 250 hours. Officers paid more than \$60.00 per hour will be reimbursed at \$60.00 per hour by the grant with the municipality covering the remainder of the rate. Ten pedestrian safety public education presentations will be carried out on department time, as the match requirement. The Police Department will actively support other statewide traffic safety enforcement programs, whether grant funded or not, including “Click It or Ticket” and “Drive Sober or Get Pulled Over”; and

NOW THEREFORE BE IT RESOLVED, on this 16th day of May 2022, by the Township Council of North Brunswick Township, Middlesex County, New Jersey, that the Mayor or his designee are authorized to execute and sign any and all documents in order to effectuate the receipt of State grant monies between the North Brunswick Township and the State of New Jersey, Division of Highway Traffic Safety for the “HTS State Pedestrian Safety Enforcement and Education Fund 2023” grant in the amount of \$15,000.

Joseph A. Battaglia , Date
Chief of Police

Justine Progebin Date
Business Administrator

Cavel Gallimore Date
Chief Financial Officer

Ronald Gordon, Esq. Date
Township Attorney,
Approved as to Legal Form

ROLL CALL				
Council Member	Yes	No	Abstain	Notes
MR. MEHTA				
MR. LOPEZ				
MS. GUADAGNINO				
MR. ANDREWS				
MR. SOCIO				
MR. DAVIS				
MAYOR WOMACK				

I, Lisa Russo, Municipal Clerk hereby certify that the above Resolution was duly adopted by the Township Council of the Township of North Brunswick, County of Middlesex, at its meeting held on the 16th day May, 2022.

Lisa Russo
Township Clerk

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Document Information: [PED-2023-North Brunswick Township-00026](#)

[Details](#)

GRANT SNAPSHOT

Grant #:	PSF-22--01-14
Status:	Application In Process
Project Title:	FY2023 North Brunswick Township Pedestrian Grant
Grantee/Organization Name:	North Brunswick Township
Project Period:	From: 07/01/2022 To: 05/31/2023
Total Grant Award:	\$15,000.00

Project Director:	Lieutenant Erik Jacobsen
Phone Number:	732-247-0922 ext.327
Email:	ejacob@northbrunswicknj.gov
DHTS Grant Manager:	Drew Nagel
Phone Number:	609-633-9300
Email:	Drew.Nagel@njoag.gov

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HTS State Pedestrian Safety Enforcement & Education Fund 2023

Organization: North Brunswick Township

General Information

Applicant Agency North Brunswick Township
Project Title FY2023 North Brunswick Township Pedestrian Grant
Federal Tax ID # 226002154

Project Period

From 7/1/2022 To 5/31/2023

Final financial claim is due no later than **June 30**.

Project period must be within current state fiscal year (July 1 - June 30).

Type of Application

Initial Cont. Year 2 Year 3

HTS State Pedestrian Safety Enforcement & Education Fund 2023

Organization: North Brunswick Township

Contact Information

Project Director

Prefix: Lieutenant
First Name: Erik
Last Name: Jacobsen
Title: Traffic Safety Supervisor
Address 1: 710 Hermann Rd
Address 2:
City: North Brunswick
State: New Jersey
Zip: 08902
Phone: 732-247-0922 ext.327
E-Mail: ejacob@northbrunswicknj.gov

Financial Director

Prefix: Ms.
First Name: Caval
Last Name: Gallimore
Title: CFO
Address 1: 710 Hermann Rd
Address 2:
City: North Brunswick
State: New Jersey
Zip: 08902
Phone: 732-247-0922 ext.233
E-Mail: cgallimore@northbrunswicknj.gov

Only Finance Officers or their designee(s) are authorized to certify SAGE grant applications and subsequent reimbursement requests. To name an authorized designee the CFO/Finance Officer must notify DHTS in writing with the name of the designee(s). Letters with this designation can be attached here. NOTE: An authorized designee(s) must be from the agencies finance office and cannot be the same person as the grant's Project Director.

Authorizing Official

Prefix: Honorable
First Name: Francis
Last Name: Womack
Title: Mayor
Address 1: 710 Hermann Rd

HTS State Pedestrian Safety Enforcement & Education Fund 2023

Organization: North Brunswick Township

Contact Information

Address 2:

City: North Brunswick

State: New Jersey

Zip: 08902

Phone: 732-247-0922 ext.200

E-Mail: mayorwomack@northbrunswicknj.gov

Problem Statement

Describe in detail the specific problem you are attempting to impact or correct. Objectives must be measurable and three years of data to support the problem is required. Indicate why your current program or activity is not adequate and explain past efforts to resolve the problem. Provide supporting data, facts, or statistics which substantiate the need for the project.

*** See attached

Click the Browse button to add Problem Statement attachments.

[https://njsage.intelligrants.com/_Upload/2636103_1964379-2398946_1874306-PedGrantProblemStatement2023x\(7\).doc](https://njsage.intelligrants.com/_Upload/2636103_1964379-2398946_1874306-PedGrantProblemStatement2023x(7).doc)

Objectives

Describe objectives to be accomplished during the project. Objectives should be specific, clearly written, measurable, targeted to the problem identified, and time framed.

Objective

Our goal is to reduce crashes by 4% on an annual basis which was accomplished this year as well as during our 4yr average 2017-2021 excluding 2020 due to Covid 19. The 4 year average for pedestrian injury/fatal crashes is 9.

Click the Browse button to add Objectives attachments.

Tasks

Enforcement activities & details with both patrol and multi-officer decoy traffic details

Educational information provided to the public

Engineering activities working in conjunction with state, county and local agencies.

Activities

- Budgeted enforcement overtime hours will be worked during FY2023 at the high crash locations and high complaint areas in North Brunswick Township through individual and Multi-officer Decoy Traffic Details.
- Purchase and distribution of driver educational materials to promote awareness of this and all driver campaigns throughout the 2023 HTS State Pedestrian Safety & Enforcement Grant Campaign.
- A minimum of 10 public educational presentations conducted on regular departmental time will be carried out to audiences consisting of children, adults including senior citizens and non-English speaking residents.
- North Brunswick Township Police will issue a Press Release announcing our involvement in this program.
- North Brunswick Township Police will actively support all statewide traffic safety enforcement programs, whether grant funded or not, including but not limited to "Click It or Ticket", "Drive Sober or Get Pulled Over", or "Pedestrian Safety".



NORTH BRUNSWICK TOWNSHIP POLICE DEPARTMENT

710 HERMANN ROAD - PO BOX 6019

NORTH BRUNSWICK NJ 08902

732-247-0922

ADMINISTRATION FAX: 732-220-0761, POLICE FAX 732-249-2892

2023 HTS State Pedestrian Safety & Enforcement Grant Problem Statement

North Brunswick is a township located within Middlesex County, New Jersey. As of 2020, the U.S. Census estimated the population to be 43,905 which is an increase from the year 2000, when the population was 36,287. (Increase of 14.17%) The total land area of the Township is estimated to be 12.272 square miles. The Census Population does not consider the total daytime population of people who work within and travel throughout the community in motor vehicles, pedestrians and pedal cyclists. The Township's Department of Community Development estimates the daytime population to be 125,000. This number should increase within the next two years due to the construction of the new North Brunswick Township train station that will be part of the North East Corridor (Amtrak & New Jersey Transit). In addition, there are numerous large commercial businesses that operate within the Township that employ personnel and deliver and receive products at their facilities.

North Brunswick Township also has approximately 101.51 miles of roadways. The breakdown is as follows:

- **Municipal Roads = 77.57 miles**
- **County roads = 7.23 miles**
- **State roads = 16.71 miles***

*of the 16.71 miles of State Roadways, there are six major State Highways as follows:

- **Route 1 North & South**
- **Route 130 North & South. Route 130 begins and ends at the Intersection of Route 1**
- **Route 26 also known as Livingston Avenue**
- **Route 27 also known as Lincoln Highway**
- **Route 91 also known as Jersey Avenue**
- **Route 171 also known as Georges Road**

The North Brunswick Township Police Department has received and continues to receive complaints from the public regarding motor vehicle traffic violations that are occurring in residential areas and along the Safe Corridor Zones on New Jersey State Highways. These violations include but are not limited to:

- ✓ Speeding
- ✓ Red Light Violations
- ✓ Unsafe Lane changes
- ✓ Tailgating
- ✓ Inattentive driving
- ✓ Talking on the Cell phone
- ✓ Unrestrained motorists & passengers
- ✓ Not stopping for Pedestrians in the Crosswalk

Many of the above violations result in motor vehicle crashes and injuries to all involved. In 2021, there were six (6) motor vehicle crashes involving pedestrians that resulted in serious life-threatening injuries and one fatality. The fatality took place on Livingston Avenue (Route 26) and Cornell Street.

Route 26 also known as Livingston Avenue, has a high volume of pedestrian traffic as there is a middle school located adjacent to the roadway. The North Brunswick Township Police Department receives complaints from school crossing guards not only at this location, but other locations regarding motorists failing to stop for persons in the crosswalk. Drivers are simply ignoring the crossing guards or are driving distractedly and not paying attention to the task of driving.

The Patrol Division and Traffic Safety Unit continue to address the above issues with increased enforcement, education and engineering. Our Traffic Safety Unit utilizes several methods to communicate with the public including Social Media, Nixle Alerts, variable electronic message boards, Public Safety Video Announcements, Cable Television Bulletins and Public

Presentations at our schools, businesses, and with various social groups within North Brunswick Township, . Even with the enhanced education and continued enforcement, motorists continue to disregard the law to stop for pedestrians in the crosswalk. Some motorists when stopped by the police advise that they were unaware of the actual law and what is required of them as drivers. Most officers also advised that upon speaking with the drivers, they acknowledge exceeding the speed limit for the roadway and cannot stop safely in time while the pedestrian is within the crosswalk.

In 2019, the Traffic Safety Unit participated in the HTS State Pedestrian Safety & Enforcement Grant. During the engineering portion of the project, several faded and outdated pedestrian crosswalks, school crossing advanced warning signs and restriping of crosswalks within the Township were completed. We will continue to identify and replace outdated and worn signage throughout the Township wherever needed and as funding is available.

In addition, the North Brunswick Police Department purchased and installed new, in-street, "Stop for Pedestrian in Crosswalk" portable pedestrian crosswalk safety signs. We also replaced outdated signs with the current "Stop" rather than "Yield" for Pedestrians as required by the current law, 39:4-32 & 33.

Between January 1, 2017 and December 31, 2021, the North Brunswick Township Police Department responded to and investigated approximately **7,704** Motor Vehicle Crashes. The breakdown from that time period are the following:

A total of **80,049** traffic summonses were issued
A total of **508** arrests for Driving While Impaired.
14 Fatal Motor Vehicle Crashes:

Three in 2017 – one Pedestrian fatality
Three in 2018 – one Pedestrian fatality
Four in 2019
Five in 2021 – one pedestrian fatality

MVA's involving:
Pedestrian = **68**
Pedi-Cyclist = **25**

2020 statistics were not used due to Covid-19, however there were 15 pedestrian and 4 Pedi Cyclists accidents for that time period.

During year 2021, there were **16** Pedestrian accidents and **6** Bicycle accidents for a total of **22** accidents for those categories. In year 2019 – **17** Pedestrian Accidents and **10** Bicycle Accidents for a total of **27** accidents for those categories.

In year 2021 North Brunswick Township showed a **18.5%** decrease in Pedestrian/Bicycle accidents. The above statistics exceeded our goal of a **10%** reduction.

Past, current and future enforcement efforts have been and continue to be enhanced through the application and acceptance of State Highway Safety Grants including Pedestrian Safety & Enforcement.

Thank you for allowing the North Brunswick Township Police Department to participate in this and on-going safety campaigns.

Very truly yours,

Joseph A. Battaglia
Chief of Police

Submitted by:

Lt. Erik Jacobsen #157
Project Director for Safe Corridor Grants
Traffic Safety Bureau
North Brunswick Township Police Department
710 Hermann Road
North Brunswick, NJ 08902
(732) 247-0922 Ext 327
ejacob@northbrunswicknj.gov

Methodology (Methods)

Methodology (Methods)

Describe activities and procedures which will be undertaken to achieve each objective. Fully describe what actions are necessary to help resolve the problem stated.

All NJ DHTS grantees are required to engage with their community, including new, traditionally underserved segments of the local population. As part of your project methodology below, please describe the tasks that you will take to foster community engagement in order to maximize the effectiveness and reach of this grant project.

Click the Browse button to add Methodology attachments.

[https://njsage.intelligrants.com/ Upload/2636104_1964441-2398947_1874368-PEDGrant2023-Methodology\(4\).doc](https://njsage.intelligrants.com/Upload/2636104_1964441-2398947_1874368-PEDGrant2023-Methodology(4).doc)



NORTH BRUNSWICK TOWNSHIP POLICE DEPARTMENT

710 HERMANN ROAD - PO BOX 6019

NORTH BRUNSWICK NJ 08902

732-247-0922

ADMINISTRATION FAX: 732-220-0761, POLICE FAX 732-249-2892

2023 HTS State Pedestrian Safety & Enforcement Grant Methodology

The **North Brunswick Township Police Department** will utilize various methods to achieve the objectives of this grant and reduce and prevent future crashes involving pedestrians. This will be the third consecutive year that this agency will be participating in this grant.

Phase 1

- Posting to social media websites and Nixle alerts to provide education to the public and advanced warning of the enhanced and on-going proactive traffic enforcement details.
- Sufficient notice to the public will be provided to allow for compliance.
- Patrol and traffic officers will utilize marked and unmarked patrol vehicles for roving enforcement details.
- Patrol and traffic officers will focus their efforts in all areas in town including areas which have been receiving an increase in complaints regarding traffic violations and the disregard for pedestrian safety in crosswalks.
- Electronic message boards and public safety video announcements and public presentations will supplement the education portion of the detail and will continue throughout the grant period.
- Some motorists may receive verbal warnings during the first phase of the grant depending upon the severity of the traffic infraction.
- All motorists whether receiving a verbal warning or traffic summons will be provided with safety literature regarding the violation and penalties.

Phase 2

- Posting to social media websites and nixle alerts to provide education to the public and advanced warning of the enhanced and on-going proactive traffic enforcement details.
- Sufficient notice to the public will be provided to allow for compliance.
- Patrol and traffic officers will utilize marked and unmarked patrol vehicles for roving enforcement details.

- Patrol and traffic officers will focus their efforts in all areas in town including areas which have been receiving an increase in complaints regarding traffic violations and the disregard for pedestrian safety in crosswalks.
- Electronic message boards and public safety video announcements and public presentations will supplement the education portion of the detail and will continue throughout the grant period.
- Implementation of multi-officer decoy details will begin focusing specifically on crosswalk enforcement and failing to stop for pedestrians in the crosswalk. The details are to be conducted in areas of school zones that are adjacent to New Jersey State Highways, Route 1, etc.
- As per past pedestrian grant details, traffic summons will also be issued for careless driving, cell phone usage, seatbelt and child restraint violations, unregistered vehicle and suspended driver's license and impaired drivers. Drivers that are found to have active warrants for their arrest will be taken into custody as per department regulations.
- Pedestrian and traffic safety will remain top priorities for the North Brunswick Township Police Department. The grant funding for this project will be utilized to cover the overtime cost of the detail for the assigned officers.

Final Phase (3)

- ✓ The third and final phase will be the continuation of enforcement efforts.
- ✓ Evaluation the results from Phase 1 and Phase 2.

Submitted by:

Lt. Erik Jacobsen #157
Project Director for Pedestrian Safety Grants
Traffic Safety Bureau
North Brunswick Township Police Department
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ejacob@northbrunswicknj.gov

HTS State Pedestrian Safety Enforcement & Education Fund 2023
Organization: North Brunswick Township
Milestones

Describe sequence of activities. Applications may include a time chart describing program activities.

Task 1

***See attached

Activity 1

***See attached

Click the Browse button to add Milestones attachments.

[https://njsage.intelligrants.com/ Upload/2636105_1964444-2398948_1874371-PEDGrant2023-Milestones\(2\).doc](https://njsage.intelligrants.com/Upload/2636105_1964444-2398948_1874371-PEDGrant2023-Milestones(2).doc)

Task 2

Activity 2

Task 3

Activity 3

Task 4

Activity 4

Task 5

Activity 5

Task 6

Activity 6

Task 7

Test

04/20/2022

HTS State Pedestrian Safety Enforcement & Education Fund 2023
Organization: North Brunswick Township
Milestones

Activity 7

Task 8

Activity 8

Task 9

Activity 9

Task 10

Activity 10



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NORTH BRUNSWICK NJ 08902

732-247-0922

ADMINISTRATION FAX: 732-220-0761, POLICE FAX 732-249-2892

2023 HTS State Pedestrian Safety & Enforcement Grant Milestones

The North Brunswick Township Police Department will utilize the below planned time line.

Phase 1

- ✓ To begin at the approval of the grant but on or about July 01, 2022.
- ✓ First quarterly progress report to be submitted on or about September 30, 2022.

Phase 2

- ✓ To begin on or about October, 2022.
- ✓ Second quarterly report to be submitted on or about December 31, 2022.

Phase (3)

- ✓ To begin on or about January 04, 2023.
- ✓ Third quarter report to be submitted on or about March 31, 2023.

Final Phase

- ✓ To begin on or about April 01, 2023.
- ✓ Final progress report to be on about June 30, 2023.
- ✓ Final Reimbursement request to be submitted prior to but no later than June 30, 2023.

Submitted by:

Lt. Erik Jacobsen #157
Project Director for Pedestrian Safety & Enforcement Grants
Traffic Safety Bureau
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ejacob@northbrunswicknj.gov

HTS State Pedestrian Safety Enforcement & Education Fund 2023
Organization: North Brunswick Township
Evaluation

Evaluation

Describe how the expected results will be measured.

Administrative evaluation is required for all projects.

Impact evaluation is feasible only in a limited number of projects.

Administrative (Performance) Evaluation

Requires measuring the operational efficiency of task activities as they relate to the accomplishment of established goals and objectives. In measuring actual task activities, it compares them to:

1. the baseline or pre-task levels of the same activities,
2. the targeted levels of activity established for the task and the planned use of funds.

See attached

Impact (Efficiency) Evaluation

A determination of the extent to which task operations and activities have contributed to the achievement of an objective related to crash involvement.

See Attached

Click the Browse button to add attachments to Impact (Efficiency) Evaluation

[https://njsage.intelligrants.com/Upload/2636089_1964067-2398949_1873995-2021787_1591702-2023HTSStatePedestrianSafetyEnforcementGrant-Evaluation\(2\).doc](https://njsage.intelligrants.com/Upload/2636089_1964067-2398949_1873995-2021787_1591702-2023HTSStatePedestrianSafetyEnforcementGrant-Evaluation(2).doc)

Subsequent Years

This is the last section of the proposal, but by no means the least important. We would like to know how you plan to continue your program when the grant funding phases out. This section does not apply to "one time only" grant application request, however, if you contemplate that the project will involve more than one year's financing with federal funds, please include for subsequent fiscal years the total amount estimated to be required broken down by source funding, example State, local, or federal.

Patrol and Traffic Safety Officers will continue to address all distracted and unsafe driving behaviors through the use of enforcement, education and engineering. We have and will continue to use several methods of communications with the public. Methods include but are not limited to social media, Nixle alerts, the use of variable message boards, public safety video messages, cable television bulletins and public presentations at township schools, businesses and community groups.

- Enforcement activities & details: Both roving patrols and focused multi-officer decoys details;
- Educational materials provided to public and motorists;
- Engineering activity in conjunctions with State, County and local agencies;
- North Brunswick Twp. Police will actively support all statewide traffic safety enforcement programs, whether they are grant funded or not, including but not limited to, "Click it or Ticket", "Pedestrian Safety" and "Drive Sober or Get Pulled Over".

Past, current and future enforcement efforts have been and continue to be enhanced through the application and acceptance of State Highway Safety Grants, including Pedestrian Safety and Enforcement. We anticipate

HTS State Pedestrian Safety Enforcement & Education Fund 2023

Organization: North Brunswick Township

Evaluation

with additional and continued Federal funding of a minimum of \$15,000 in FY2022 and FY2023, would also assist us in reaching our goals and objectives.



NORTH BRUNSWICK TOWNSHIP POLICE DEPARTMENT

710 HERMANN ROAD - PO BOX 6019

NORTH BRUNSWICK NJ 08902

732-247-0922

ADMINISTRATION FAX: 732-220-0761, POLICE FAX 732-249-2892

2023 HTS State Pedestrian Safety & Enforcement Grant Evaluation

The **North Brunswick Township Police Department** will continue to utilize various methods to evaluate the results of the grant in order to verify if the goals and objectives were achieved.

Did this grant and the efforts during this period help to prevent and reduce future crashes involving pedestrians at all locations within the township?

- The police Computer Aided Dispatch system (CAD) will be used to track and monitor the results of the traffic details, number of warnings and summons issued and hopefully the reduction in motor vehicle crashes involving pedestrians at all hot spot areas previously identified.
- Traffic officers will be tasked to speak with the public, crossing guards and the residents to determine if traffic details have assisted with an enhanced quality of life for all.
- Posting to social media websites and Nixle alerts to provide results of the detail and thanking the public for their assistance with continued compliance even after the grant period has ended.
- Continued enforcement of pedestrian safety crosswalk laws as well as all traffic laws on all township, county and state roadways.

Submitted by:

Lt. Erik Jacobsen #157

Project Director for Pedestrian Safety & Enforcement Grants

Traffic Safety Bureau

North Brunswick Township Police Department

710 Hermann Road

North Brunswick, NJ 08902

(732) 247-0922 Ext 327

ejacob@northbrunswicknj.gov

HTS State Pedestrian Safety Enforcement & Education Fund 2023
Organization: North Brunswick Township
Acceptance of Conditions

Acceptance of Conditions can be found by [clicking here](#).

I agree to the Terms and Conditions outlined in Acceptance of Conditions document found above.

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF HIGHWAY TRAFFIC SAFETY**

STATE CONDITIONS

Compliance with State Laws

1. The Subrecipient agrees to comply with all requirements imposed by the New Jersey Department of Law and Public Safety (Department), and the New Jersey Division of Highway Traffic Safety (DHTS) concerning all Federal, State, and municipal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subrecipient is engaged in the performance of this subaward. Failure to comply with these laws, rules, regulations, and State Department of Treasury Circular Letters (State Circulars) will be grounds for termination of this subaward.
2. The Subrecipient assures that it will comply, and all of its contractors will comply with the requirements of the State's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations and State circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and State circulars will be grounds for termination of this subaward.
3. The Subrecipient understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse State grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000.

Legal Authority for Application

4. The Subrecipient assures that it possesses legal authority to apply for the subaward; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subrecipient assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

Availability of Grant Funds

5. The Subrecipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under this Agreement are expressly dependent upon the availability of the funds appropriated by the State Legislature from State or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate shall not in any manner

constitute a breach of the Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the subaward agreement and in no event be construed as a commitment by the Department to expend funds beyond the termination date set in the subaward agreement.

Performance Period

6. The Subrecipient agrees that the work will be performed within the subaward period. The Subrecipient may charge to the award only costs resulting from obligations of the funding period unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period.

Method of Payment

7. DHTS grants are awarded and administered on a reimbursement basis. The Subrecipient must incur and pay all costs and then submit to DHTS for reimbursement. Reimbursements will be made if costs are reasonable and allowable, if the approved grant budget is adhered to, and if required supporting documentation is provided verifying the incurred costs. Reimbursements will be made only after receipt by the DHTS of a properly executed copy of this subaward.

Reporting Requirements

8. Unless otherwise directed, the Subrecipient must submit quarterly reports to DHTS which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status quarterly and shall be submitted to DHTS no later than fifteen (15) days after the termination of each quarter. A final accomplishment report must be submitted to DHTS within thirty (30) days of completion of the project unless otherwise directed. DHTS reserves the right to withhold payment on reimbursement requests if Subrecipients are delinquent in submitting quarterly and/or final reports, or submit reports that lack sufficient detail or progress during the period in question.

Resolution Required

9. Non-State Subrecipients must pass and submit a resolution authorizing acceptance of the Federal share and responsibility for the match, if applicable.

Non-State Employees

10. The Subrecipient understands and agrees that non-State employees or other persons performing services in connection with a subaward shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation or unemployment.

Indemnification

11. **Non-profit agencies or Local Units of Government.** The Subrecipient agrees that it shall be solely responsible for and shall defend, indemnify, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subrecipient's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subrecipient's services that results from any acts or omissions, including

negligence or malpractice of any of its officers, directors, employees, agents, servants or independent contractors, or from the Subrecipient's failure to provide for the safe and protection of its employees, whether or not due to negligence, fault, or default of the Subrecipient. The Subrecipient's responsibility shall also include all legal fees and costs that may arise from these actions. The Subrecipient's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.

12. **State Agencies.** The Subrecipient shall be responsible for, at its own expense defend itself against, and hereby releases the Department of Law and Public Safety for any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Subrecipient and its employees, representatives, agents, independent contractors or invitees, related to this grant agreement.

High Risk Subrecipients

13. In addition to the Federal standards regarding risk status, located at 2 C.F.R. §§ 200.205 and 200.207, the Subrecipient agrees that under certain instances it may be considered "High Risk":
- a. If the Department determines that a Subrecipient:
 - i. Has a history of unsatisfactory performance;
 - ii. Is not financially stable;
 - iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to the current State Circular Letter Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB;
 - iv. Has not conformed to terms and conditions of previous awards; or
 - v. Is otherwise not responsible; and the Department determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
 - b. If a Subrecipient is considered "High Risk," DHTS may impose additional Specific Conditions or restrictions on the Subrecipient at any time including one or more of the following:
 - i. Payment on a reimbursement basis;
 - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
 - iii. Requiring additional, more detailed financial reports;
 - iv. Additional project monitoring;
 - v. Requiring the Subrecipient to obtain technical or management assistance; or
 - vi. Establishing additional prior approvals.
 - c. If the Department decides to impose such Specific Conditions, DHTS will notify the Subrecipient as soon as possible, in writing, of:
 - i. The nature of the special conditions/restrictions;
 - ii. The reason(s) for imposing the Specific Conditions;
 - iii. The corrective actions that must be taken before the Specific Conditions will be removed by the Department and the time allowed for completing the corrective actions; and
 - iv. The method of requesting reconsideration of the conditions/restrictions imposed.

Modifications and Extensions

14. No amendments, modifications or contract extensions to the approved budget, objectives, or program scope as outlined in the application may be made without written approval by the DHTS. The amendment request must be made with the SAGE e-grant system by the program director or authorized representative and must be accompanied by the revision of applicable application documents and written justification.
15. The DHTS may request changes in the scope of services of the Subrecipient to be performed hereunder. Such changes, which are mutually agreed upon by and between DHTS and the Subrecipient must be incorporated in written amendments to this subaward.
16. If the Subrecipient is making program expenditures or providing grant services at a rate which, in the judgment of the DHTS, will result in substantial failure to expend the grant amount or provide grant services, the DHTS may so notify the Subrecipient. If, after consultation, the Subrecipient is unable to develop to the satisfaction of the DHTS a plan to rectify its low level of program expenditures or grant services, the DHTS may upon thirty (30) days' notice to the Subrecipient, reduce the subaward amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subrecipient's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by the DHTS subsequent to the awarding of the grant and the funds have already been received by the Subrecipient, the reduced amount will be remitted to the DHTS.

Timekeeping & Overtime

17. The Subrecipient must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee's name, title/rank, date hired, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee, supervisor and project director regarding time charged to the grant. If an employee works solely on subaward activities, the Subrecipient's employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.
18. Subrecipient agrees that overtime expenses must be directly related to approved subaward activities. Monthly overtime charges, if applicable, to the subaward must be reported through a SAGE e-grant Reimbursement Request. The Request should include employee's name, daily overtime charged, and activity for which overtime expenses were incurred.

Financial Management

19. The Subrecipient agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting and will immediately notify the DHTS when it cannot comply with these requirements. The Subrecipient assures that it will maintain fund accounting, auditing monitoring, and such evaluation procedures as may be necessary; that it will keep such records as the DHTS shall prescribe; that it will assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.

20. The Subrecipient agrees to enter, maintain, and record all subaward funds received by the State for this program in accounting records separate from other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Subrecipient in accordance with the provisions of the subaward throughout the project period subject to such conditions as DHTS may provide.

Procurement

21. The Subrecipient agrees that it will comply with all the requirements of the State of New Jersey for State and Local financial accounting.
22. The Subrecipient agrees that procurement of supplies, equipment, and other services with funds provided by this subaward shall be accomplished in an open, fair, competitive manner generally consistent with Federal and State requirements. Adherence to the standards contained in applicable Federal and State laws and regulations does not relieve the Subrecipient of the contractual responsibilities arising under its procurement. The Subrecipient is the responsible authority, without recourse to the Department or DHTS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.
23. The Subrecipient agrees to comply with the current State Circular Letter on Entertainment, Meals, and Refreshments, 11-09-OMB when using subaward funds to purchase food, beverages and refreshments for project activities.
24. When applicable, the Subrecipient agrees that all equipment, consumable supplies, or services purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or State bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13). The Subrecipient agrees to maintain an inventory list on all equipment and consumable supplies purchased with grant funds in the official grant file.
25. For purchase of services by State Agencies, Independent State Agencies or Legislatures, the Subrecipient agrees to comply with N.J.S.A. 52:34-13.2, and that all services performed under a contract or through any subcontract shall be performed in the United States, unless the appropriate officer provides a certification, which is approved by the appropriate authority, which states that a required service cannot be provided by a contractor or subcontractor within the United States.

Subawards and Contractors

26. The Subrecipient shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of the DHTS. No rights or obligations of the Subrecipient under this subaward, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of DHTS. The Subrecipient may not transfer any rights or obligations under this subaward pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.

27. The requirements of this subaward, including these Conditions, also apply to any subrecipient or contractor. The Subrecipient is required to advise subrecipients and contractors of the requirements imposed on them and is responsible for monitoring subaward and contractual activities to ensure compliance with Federal requirements and the achievement of performance objectives. DHTS reserves the right to give final written approval of subrecipient or contractor budgets reimbursed with subaward funds.

Public Works Contractor Registration

28. The Subrecipient's subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with the Department of Labor and Workforce Development, as required by N.J.S.A. 34:11-56.48 et seq.

Problems Affecting Subrecipient Performance

29. The Subrecipient shall inform the DHTS of the following types of conditions which affect program objectives and performance as soon as they become known:
- a. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any DHTS assistance required to resolve the situation.
 - b. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.
30. The Subrecipient agrees to give the Department and DHTS, through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the subaward including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subrecipient's operations. DHTS reserves the right to have access to all work papers produced in connection with audits made by the Subrecipient or independent certified public accountants, registered municipal accountants, or licensed public accountants hired by the Subrecipient to perform such audits.
31. The DHTS may, at its discretion, make site visits to:
- c. Review program accomplishments and management control systems;
 - d. Provide such technical assistance as may be required;
 - e. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner; or
 - f. Ensure compliance with all pertinent civil rights laws and regulations.

Enforcement

32. The Subrecipient agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as DHTS may require. If reports are not submitted as required, DHTS may, at its discretion, suspend payments on this subaward. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subrecipient on this or any grant with other state agencies until the required reports have been submitted.

33. The Subrecipient must assure compliance with applicable Federal requirements and that performance goals are being achieved. Subrecipient monitoring must cover each program, function, or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.
34. If the Subrecipient materially fails to comply with the terms of an award, whether stated in a state or Federal statute or regulation, an assurance, general condition, special condition, in a state plan or application, a notice of award, or elsewhere, the Subrecipient agrees that the DHTS may take one or more of the following actions, as appropriate in the circumstances:
 - g. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or take more severe enforcement action;
 - h. Disallow all or part of the cost of the activity or action not in compliance;
 - i. Wholly or partly suspend or terminate the current award for the Subrecipient 's program;
 - j. Withhold further awards for the program;
 - k. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement; or
 - l. Take other remedies that may be legally available and appropriate (including as provided in 2 C.F.R. Part 200).
35. In taking an enforcement action, DHTS may provide the Subrecipient an opportunity for such hearing, appeal or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.
36. The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Subrecipient from being subject to State and Federal debarment and suspension procedures.
37. When the Subrecipient has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subrecipient agrees that the DHTS or the Department may suspend the grant and withhold further payments; prohibit the Subrecipient from incurring additional obligations of grant funds pending corrective action by the Subrecipient; or decide to terminate the grant in accordance with the below paragraph. The DHTS shall allow all necessary and proper costs, which the Subrecipient could not reasonably avoid during the period of suspension, provided they meet Federal and state requirements.
38. The Subrecipient agrees that DHTS or the Department may terminate the grant in whole or in part whenever it is determined that the Subrecipient has failed to comply with the conditions of the grant. DHTS or the Department shall notify the Subrecipient in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subrecipient or recoveries by the Department under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
39. The DHTS and the Subrecipient may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with

the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subrecipient shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

40. If the grant is terminated for the Subrecipient's failure to comply with State or Federal statutes, regulations, or terms and conditions of the grant, the Department will provide notification to the Subrecipient, including information that the decision may be considered in evaluating future applications received from the Department.

Record Retention

41. Unless otherwise directed by DHTS, State or Federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress or audit finding involving grant records started before the end of the seven year period.

Travel

42. All out-of-state travel must have prior approval from DHTS. Requests for approval should be submitted to DHTS at least forty-five (45) days prior to the intended date of travel. A Subrecipient's use of any subaward funds for all allowable travel is controlled by the current State Travel regulations, State Circular 16-11-OMB, as amended. Exceptions to this policy may be considered on a case by case basis when justified by extenuating circumstances. A Subrecipient seeking an exception to these travel regulations must seek prior preapproval for the travel exception by submitting a written request to the awarding agency 60 days prior to commencement of travel.

Work Product Publication

43. DHTS and the Department reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use the copyright in any work developed from activities supported by this subaward, and any rights of copyright to which a Subrecipient purchases ownership with support. Any reports, publications, etc., developed using subaward funds must be approved by DHTS prior to release. Any printed material must contain the name of the "New Jersey Division of Highway Traffic Safety" and the Subrecipient must acknowledge their use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. The Subrecipient agrees that DHTS reserves the right to require the Subrecipient not to publish any work, which right shall not be exercised unreasonably. The Subrecipient assures that any publication by the Subrecipient shall include, on the title page, a standard disclaimer of responsibility by the DHTS for any opinions or conclusions contained therein.

Bonding and Insurance

44. Bonding and insurance, as applicable, shall be provided by the Subrecipient and proof of bonding and insurance must be retained on file by the Subrecipient.

Property and Disposal

45. The Subrecipient agrees that property furnished by DHTS or acquired in whole or in part with Federal or State funds or whose cost was charged to a project supported by Federal or State funds shall be utilized and disposed of in a manner generally consistent with State and Federal requirements.

Grant Closeout Procedures

46. The Subrecipient shall submit final expenditure and performance reports as prescribed by DHTS and in the timeframes set forth in the subaward agreement upon completion of the subaward period or termination of the subaward.
47. The DHTS may permit extensions when requested in writing by the Subrecipient.

FEDERAL CONDITIONS

Compliance with Federal Laws

48. The Subrecipient agrees to comply with all requirements imposed by the United States Department of Transportation (DOT), National Highway Traffic Safety Administration (NHTSA) as a condition, administrative or programmatic requirement of this subaward, including but not limited to:
- a. 23 U.S.C. Chapter 4, the Highway Safety Act of 1966, as amended;
 - b. Sec. 1906, Public Law 109-59, as amended by Sec. 4011, Public Law 114-94;
 - c. 23 C.F.R. part 1300, the Uniform Procedures for State Highway Safety Grant Programs;
 - d. 2 C.F.R. part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards;
 - e. 23 C.F.R. part 1201, Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - f. Any other applicable Federal statutes and regulations.

No term or condition of this subaward is intended to require the Subrecipient to violate any applicable State, Territorial or Tribal law.

Cost Principles

49. All costs charged must be reasonable, allowable, and address a highway traffic safety problem. The allowability of costs incurred by the Subrecipient will be determined pursuant to 2 C.F.R. Part 200, Subpart E, Cost Principles (2 C.F.R. 200.400 et seq.), as amended by 2 C.F.R. Part 1201 et seq., program-specific requirements, and State Circular 07-05-OMB Grant Agreements-Agency Contracts.

Audit Requirements

50. As required under the Federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subrecipient agrees to review and fully comply with the organizational audit requirements of 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. § 200.500, et seq.), the Government Accountability Office's Government Auditing Standards (Yellow Book), and the State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid, 15-08-OMB.

51. The Subrecipient understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues from 2 C.F.R. Part 200, Subpart F audits (or any other audits, investigations, or reviews grant funds) are not satisfactorily and promptly addressed.
52. The Department and DHTS reserve the right to recover any funds considered unsupported, ineligible, or unallowable as a result of any audit, review, investigation, or monitoring.

Employment Eligibility Form

53. Organizations funded under this Federal grant program must agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility form (I-9). This form is to be used by the recipient of Federal Funds to verify that persons employed by the recipient are eligible to work in the United States.

Non-Supplanting

54. The Subrecipient must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Match Requirement

55. If applicable, the Subrecipient agrees to adhere to all NHTSA match requirements and satisfy any State requirements on matching and cost sharing.

Civil Rights Requirements

56. The Subrecipient agrees to comply with the following, as amended:
 - a. Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance;
 - b. 49 C.F.R. Part 21;
 - c. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.);
 - d. 49 C.F.R. Part 27;
 - e. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.)
 - f. The Civil Rights Restoration Act of 1987 (PL 100-209);
 - g. The Americans with Disabilities Act (42 U.S.C. § 1210 et seq.);
 - h. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
 - i. The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255);
 - j. The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616);
 - k. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3);
 - l. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.);
 - m. The requirements of any other nondiscrimination statute(s) which may apply to the application;
 - n. The whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310; and

- o. The requirements of any other nondiscrimination statute(s) which may apply to the application.

57. The Subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by the laws referenced above.

Drug-Free Workplace

58. The Subrecipient must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 8103), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

Buy America Act

59. The Subrecipient will comply with the provisions of the Buy America Act (23 U.S.C. 313). Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

FFATA, DUNS, & SAM Requirements

60. The Subrecipient agrees to comply with applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA) and its associated regulations, obtain a Data University Numbering System (DUNS) number, and register with the System of Award Management (unless exempted under 2 C.F.R. § 25.110) to receive funds provided through this subaward.

Financial Management and Internal Controls

61. In accordance with 2 C.F.R. § 200.302 and 2 C.F.R. § 200.303 the Subrecipient's financial management system must provide for the following:
- a. Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any;
 - b. Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 C.F.R. § 200.327 Financial reporting and § 200.328 Monitoring and reporting program performance;
 - c. Records that identify the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation;
 - d. Effective control over, and accountability for, all funds, property, and other assets. The Subrecipient must adequately safeguard all assets and assure that they are used solely for authorized purposes. For more information see § 200.303 Internal controls;

- e. Comparison of expenditures with budget amounts for each Federal award;
- f. Written procedures to implement the requirements of § 200.305 Payment; and
- g. Written procedures for determining the allowability of costs in accordance with 2 C.F.R. part 200 Subpart E—Cost Principles and the terms and conditions of this Federal award.

Procurement

62. Pursuant to DOT regulations at 2 C.F.R. § 1201.317, the Subrecipient shall follow such policies and procedures allowed by the State when procuring property and services under this subaward.

Conflict of Interest

63. The Subrecipient must disclose in writing any potential conflict of interest to DHTS in accordance with applicable DOT policy, pursuant to 2 C.F.R. § 200.112, and 2 C.F.R. § 1201.112. The Subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Program Income

64. Program income is defined as gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. 2 C.F.R. § 1201.80. Such earnings include, but are not limited to, income from service fees, sale of commodities, and usage or rental fees.
- a. The Subrecipient must comply with State Circular 07-05-OMB regarding interest earned of \$250 or more in a fiscal year on advances of grant funds, and must comply with Federal program income requirements found at 2 C.F.R. §§ 200.80 and 200.307, and DOT specific program income requirements found at 2 C.F.R. § 1201.80 and 23 C.F.R. § 1200.34.

Debarment and Suspension

65. In accordance with 2 C.F.R. § 200.212 the Subrecipient and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

The Subrecipient must also comply with 2 C.F.R. Part 1200, "Nonprocurement Suspension and Debarment" which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower-tier covered transactions. 2 C.F.R. Part 1200 is incorporated by reference in this subaward.

66. The Subrecipient must comply with State Executive Order No. 34 (Byrne, March 17, 1976), and State Circular Letter regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA.

False Claims Act and Program Fraud Civil Remedies

67. The Subrecipient must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of Federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made. The

Subrecipient must also comply with the requirements of the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.

Political Activity (Hatch Act)

68. The Subrecipient agrees to comply with provisions of the Hatch Act, the Federal law which limits certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. 5 U.S.C. § 1501-08.

Lobbying Prohibitions

69. **Federal:** All Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

State: None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Labor and Wage Requirements

70. The Subrecipient agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 *et seq.*

Vehicle Operation Requirements

71. Pursuant to Executive Order 13513, and DOT Order 3902.10, Subrecipients and their contractors are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or government-owned vehicles, or while driving personally-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. These efforts may include conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving and should encourage voluntary compliance with the Subrecipient’s text messaging policy when off duty.
72. In accordance with Executive Order 13043, the Subrecipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating government-owned, company-owned, rented, or personally-owned vehicles.

Trafficking Victims Protection Act of 2000

73. All Subrecipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act

(TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

74. In accordance with the statutory requirement, Section 106(g) of the TVPA, as amended, authorizes DHTS to terminate this subaward, without penalty, if the Subrecipient:
- i. Engages in severe forms of trafficking persons during the period of time that the award is in effect;
 - ii. Procures a commercial sex act during the period of time that the award is in effect; or
 - iii. Uses forced labor in the performance of the award or subawards under the award.

The full text of the award term is provided at 2 C.F.R. § 175.15.

Environmental and Historic Preservation

75. The Subrecipient will comply with applicable environmental standards, which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. § 4321, and Executive Order No. (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et seq. and the Coastal Barrier Resources Act, 16 U.S.C. § 3501 et seq., which limits Federal expenditures affecting the Coastal Barrier Resources System; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. § 7401 et seq.; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 U.S.C. § 300f et seq., as amended; and, (h) protection of endangered species under the Endangered Species Act of 1973, 16 U.S.C. § 1531, as amended.

Access to Records

76. NHTSA, DHTS, the Inspectors General, the Comptroller General of the United States, any other auditor or monitor, or their authorized representatives, must have the right of access to any documents, papers, examinations, or other Subrecipient records that are pertinent to the Federal award. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

Mandatory Disclosures

77. Pursuant to the mandatory disclosure requirements of 2 C.F.R. § 200.113, the Subrecipient must disclose in a timely manner and in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award to DHTS. Subrecipients that have received a Federal Award including the term and condition outlined in 2 C.F.R. Part 200, Appendix XII–Award Term and Condition for Recipient Integrity and Performance Matters are required to report additional information regarding civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338 (Remedies for noncompliance), including suspension or debarment.

Incorporation of Approved Application by Reference

78. The Subrecipient's application, including the narrative and budget as approved by DHTS prior to award, is incorporated by reference in this subaward. Where the terms of subaward and the application differ, the terms of the subaward shall prevail. Changes to the approved application are governed by 2 C.F.R. § 200.308 and these conditions.

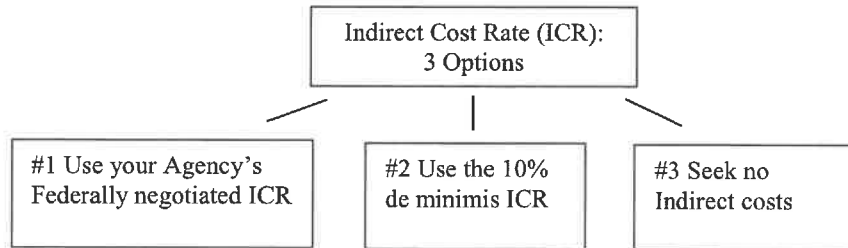
Equipment

79. Title to equipment purchased under this subaward vests in the Subrecipient, unless otherwise specified under 2 C.F.R. § 200.313, 2 C.F.R. § 1201.313, 23 C.F.R. § 1300, or the terms and conditions of the subaward. The Subrecipient shall comply with 23 C.F.R. § 1300 in conjunction with 2 C.F.R. § 200.313, 2 C.F.R. § 1201.313 on the use, management, and disposition of equipment, and no equipment purchased will be conveyed, sold, salvaged, or transferred without written approval from DHTS.

NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL

DEPARTMENT OF LAW & PUBLIC SAFETY INDIRECT COST RATE FACT SHEET

Applicants for subawards from pass-through entities may be eligible to use federal funds for indirect costs under 2 C.F.R. §§ 200.331, 200.414, Appendix IV and V to Part 200, and other sections of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements ("Uniform Guidance"). The Uniform Guidance provides these options to an applicant with respect to an Indirect Cost Rate:



- I. The applicant can elect to use its approved federally recognized ICR.
 - a. The applicant must submit a copy of the federal approval of its ICR with the applicant's application for funding.
 - b. The applicant can elect to seek indirect costs at a rate LOWER than their federally recognized ICR but is still required to submit a copy of the federal approval of their ICR with its application.
2. If the applicant has never had an ICR negotiated with the Federal Government and the applicant meets the conditions below, it may claim indirect costs using the 10% de minimis indirect cost rate.
 - a. By choosing this option, the applicant is certifying that the entity meets the following criteria to be qualified for the de minimis rate:
 - i. The entity is a non-federal, non-state or local government that has never received a federally recognized negotiated ICR.
 - OR
 - ii. The entity is a state or local government that has never received a federally recognized negotiated ICR AND receives less than \$35 million in federal funding.
 - b. The 10% de minimis ICR is applied to Modified Total Direct Costs (MTDC), which is defined per 2 C.F.R. § 200.68 as:
 - i. All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
 - c. Costs must consistently be charged as indirect or direct; costs may not be double charged or inconsistently charged as both, as per 2 C.F.R. § 200.414(f).
 - d. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-federal entity chooses to negotiate for a rate, which the non-federal entity may apply to do at any time, as per 2 C.F.R. § 200.414(f).
3. The applicant may choose not to seek indirect costs.

National Highway Traffic Safety Administration

Certifications and Assurances for Highway Safety Grants (23 U.S.C Chapter 4 and Sec. 1906, Pub. L. 109-59, as Amended)

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, the subrecipient acknowledges and agrees to the following conditions and requirements.

GENERAL REQUIREMENTS

The subrecipient will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4-Highway Safety Act of 1966, as amended
- Sec. 1906, Public Law 109-59, as amended by Sec. 4011, Public Law 114-94
- 23 CFR part 1300-Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201-Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(APPLIES TO SUBRECIPIENTS AS WELL AS STATES)

The State will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 et seq.), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/ discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The subrecipient

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
 - Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUBRECIPIENTS AS WELL AS STATES)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUBRECIPIENTS AS WELL AS STATES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUBRECIPIENTS AS WELL AS STATES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUBRECIPIENTS AS WELL AS STATES)

Instructions for Primary Certification (States)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the

prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principles, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principles, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUBRECIPIENTS AS WELL AS STATES)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUBRECIPIENTS AS WELL AS STATES)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

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HTS State Pedestrian Safety Enforcement & Education Fund 2023

Organization: North Brunswick Township

Project Location

County to filter by:

Middlesex County

Middlesex County

Municipalities:

North Brunswick Township

HTS State Pedestrian Safety Enforcement & Education Fund 2023

Organization: North Brunswick Township

Travel

Detailed instructions for the Travel page can be found by [clicking here.](#)

] If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Description of Event	Name of attendee(s)	State Share	Local Share	Total Amount
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
	Total:	\$0	\$0	\$0

HTS State Pedestrian Safety Enforcement & Education Fund 2023

Organization: North Brunswick Township

Enforcement/Education Details

This page is for detailing overtime hours only.

Overtime is generally reimbursed at a maximum rate of **\$70/hour**. This can be adjusted in rare circumstances and is subject to review and approval.

If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Description	Number of Hours	Number of Staff	Hourly Rate	State Share	Local Share	Total Amount
Overtime single officer and multi officer detail	250	1	\$60.00	\$15,000		\$15,000
Total: 250		1		\$15,000	\$0	\$15,000

HTS State Pedestrian Safety Enforcement & Education Fund 2023

Organization: North Brunswick Township

Miscellaneous Personal Services: 1

[] If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Description	State Share	Local Share	Total Amount
			\$0
			\$0
			\$0
			\$0
			\$0
Total:	\$0	\$0	\$0

HTS State Pedestrian Safety Enforcement & Education Fund 2023
Organization: North Brunswick Township
Contractual Services

If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Description	State Share	Local Share	Total Amount
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total:	\$0	\$0	\$0

HTS State Pedestrian Safety Enforcement & Education Fund 2023
Organization: North Brunswick Township
Commodities

[✓] If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Description	State Share	Local Share	Total Amount
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total:	\$0	\$0	\$0

HTS State Pedestrian Safety Enforcement & Education Fund 2023
Organization: North Brunswick Township
Other Direct Costs

[] If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Description	State Share	Local Share	Total Amount
			\$0
			\$0
			\$0
			\$0
			\$0
Total:	\$0	\$0	\$0

HTS State Pedestrian Safety Enforcement & Education Fund 2023

Organization: North Brunswick Township

Indirect Costs

[] If this page is not applicable, check this box and click **SAVE** or **SAVE/NEXT**.

Description	State Share	Local Share	Total Amount \$0
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If your agency has a federally approved Indirect Cost Rate agreement, attach a copy here.

HTS State Pedestrian Safety Enforcement & Education Fund 2023

Organization: North Brunswick Township

Budget Summary

Budget Line Item	State Share	Local Share	Total Amount Requested
Salaries and Wages	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Enforcement/Education Details	\$15,000	\$0	\$15,000
Miscellaneous Personal Services	\$0	\$0	\$0
Contractual Services	\$0	\$0	\$0
Commodities	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0
Total:	\$15,000	\$0	\$15,000

HTS State Pedestrian Safety Enforcement & Education Fund 2023

Organization: North Brunswick Township

Signatures

I certify that the information in this application is true and correct, that the undersigned possesses the authority to apply for this grant, and that the applicant will comply with all Conditions and Assurances associated with this program.

The undersigned gives authorization to submit the application to the State of New Jersey, Department of Law and Public Safety, Division of Highway Traffic Safety for this subaward project.

Project Director Approval

I approve this application for submission.

Name: Lt. Erik Jacobsen

Financial Director Approval

I approve this application for submission.

Name: Cavel Gallimore

Authorizing Official Approval

I approve this application for submission.

Name: Francis M. Womack