

**STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF ALCOHOLIC BEVERAGE CONTROL  
FEDERAL FISCAL YEAR 2019  
GRANT # AL-19-45-05-01**

**APPLICATION WITH CONDITIONS**

Municipality: \_\_\_\_\_

Police Department: \_\_\_\_\_

County: \_\_\_\_\_

**APPLICATION FOR (CHECK ALL THAT APPLY):**

If you are applying for both programs, you are not eligible for Critical Event funding.

\_\_\_\_\_ College Fall 2018-19

\_\_\_\_\_ Plus additional Critical Event(s) [optional]

\_\_\_\_\_ Summer Shore 2019

\_\_\_\_\_ Plus additional Critical Event(s) [optional]

**Amount of Grant:** \_\_\_\_\_

1. General Information

\_\_\_\_\_

Police Department Address: \_\_\_\_\_

Chief of Police: \_\_\_\_\_

Primary Project Contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Secondary Project Contact: \_\_\_\_\_

2. **Billing Information (Municipality)**

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Billing Address: \_\_\_\_\_

Taxpayer Identification No. (EIN): \_\_\_\_\_

DUNs Number (**MANDATORY**): \_\_\_\_\_

Fiscal Officer: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

**APPLICATION CHECKLIST**

- Qualifying Letter Requesting Funding
- Request for Critical Event Funding (Optional)
- Application with Conditions
- Application Authorization
- Retailer Letters of Intent
- Debarment, Suspension, Lobbying and Drug-Free Workplace Certification
- L&PS Debarment and Suspension Certification
- Federal Single Audit Requirements and Certification

**AFTER ACCEPTANCE INTO THE PROGRAM**

- Municipal Resolution

**STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF ALCOHOLIC BEVERAGE CONTROL**

**COPS IN SHOPS SPECIAL AWARD CONDITIONS**

1. All funds must be spent in connection with the Cops In Shops project; specifically, to pay the salaries of officers who are actively operating within establishments. **This funding should be budgeted to sustain the project through the subaward period.**
2. The Division of Alcoholic Beverage Control recommends that no less than half of the operations that will be run under Grant # AL-19-45-05-01 should have officers who have never been involved in the program, or who have participated in less than 30 detail hours in all preceding Cops In Shops grants awarded from the Division of Alcoholic Beverage Control. If you do not have any officers that fall within these criteria, then officers with the least amount of time involved in the program should be utilized.
3. The municipality will use patrol officers for this program unless a determination is made that a more senior officer is necessary for operational reasons.
4. The municipality agrees to accurately and in a timely fashion fill out the arrest/citation report sheets and forward them to Lisa Lowe of ABC following each weekly operation: via fax: (609) 633-9150 or via e-mail: [Lisa.Lowe@njoag.gov](mailto:Lisa.Lowe@njoag.gov).
5. **The subaward period for the College Fall 2018-19 Initiative is from December 18, 2018 to May 15, 2019, in addition to specific “critical dates,” subject to preapproval by ABC.**
6. **The subaward period for the Summer Shore 2019 Initiative is from May 22, 2019 to September 15, 2019, in addition to specific “critical dates,” subject to preapproval by ABC.**
7. The Subrecipient agrees that the work will be performed within the subaward period. At the conclusion of each month, the monthly reimbursement sheet (signed by the Chief of Police, Project Director, or Officer in Charge) must be completed and submitted to Lisa Lowe within 7 days from the end of that particular month per the attached instructions. Failure to do so could affect reimbursement.
8. The municipality agrees that the funds will only be used to reimburse the salaries of officers who are actually operating in an establishment for the purposes of the Cops In Shops project and in the amount set forth above. In addition, the municipality agrees to assume all other costs (for example, equipment, supplies) related to the project, including all officer fringe benefits and court time required to prosecute these cases. No funds can be used to pay for the fringe benefits or court time of officers.

9. Neither the Divisions of Alcoholic Beverage Control, Highway Traffic Safety nor any other State agency will be responsible for any funds expended or liabilities incurred in excess of the amount set forth above.

### **STATE AWARD CONDITIONS**

10. **Compliance with State Laws:** The Subrecipient agrees to comply with all requirements imposed by the New Jersey Department of Law and Public Safety (Department), the New Jersey Division of Highway Traffic Safety (DHTS), and the New Jersey Division of Alcoholic Beverage Control (ABC) 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 grant. 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.
11. **Anti-Discrimination/Affirmative Action:** 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.
12. **Corruption of Public Resources Act:** 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.
13. **Legal Authority for Application:** The Subrecipient assures that it possesses legal authority to apply for the grant; that, if required, 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.
14. **Availability of Grant Funds:** 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 ABC 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.

15. **Performance Period:** 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 incurred during the subaward period.
16. **Resolution Required:** Non-State Subrecipients must submit a resolution authorizing the acceptance of the Federal share as well as the county or local match, if applicable
17. **Non-State Employees:** 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.
18. **Indemnification:** 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.
19. **Timekeeping:** The Subrecipient must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: employee's name, title/rank, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee and supervisor verifying time charged to the grant.  
  
**Financial Management**
20. The Subrecipient agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards.
21. The Subrecipient agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting, and will immediately notify the ABC when it cannot comply with the requirements established in this Section. The

Subrecipient's financial management system shall provide for, but should not be limited to:

- a. The accurate, current, and complete disclosure of the financial results of each subaward in conformity with generally accepted principles of accounting;
- b. Accounting records that adequately identify the source and application of funds for Department supported activities. These records must contain information pertaining to subawards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income;
- c. Effective internal and accounting controls over all funds, property, and other assets. The Subrecipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes;
- d. The comparison of actual expenditures/outlays with budgeted amounts for each subaward, and the relationship of the financial information with performance or productivity data including the development of unit cost information required by the Department;
- e. Procedures for determining reasonableness, allowability, and allocability of costs consistent with Federal and State requirements;
- f. Accounting and financial records that are supported by source documentation; and
- g. When applicable, procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Subrecipient.

22. **Payment:** Payments will be made to the Subrecipient in the manner determined by the Department and after receipt of a properly executed copy of this subaward.

23. **Problems Affecting Subrecipient Performance:** The Subrecipient shall inform the ABC 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 ABC 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.

24. **Data and Reporting Requirements:** The Subrecipient agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as ABC may require. If reports are not submitted as required, ABC 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.

25. **Performance Measures:** The Subrecipient must assure compliance with applicable Federal and State 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.

26. **Failure to Comply with Award Conditions:** 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 ABC may take one or more of the following actions, as appropriate in the circumstances:
- A. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or take more severe enforcement action;
  - B. Disallow all or part of the cost of the activity or action not in compliance;
  - C. Wholly or partly suspend or terminate the current award for the Subrecipient's program;
  - D. Withhold further awards for the program;
  - E. 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
  - F. Take other remedies that may be legally available and appropriate (including as provided in 2 C.F.R. Part 200).
27. **Termination – Notification and Due Process:** If the Subaward is terminated for the Subrecipient's failure to comply with Federal statutes, regulations, or terms and conditions of the Subaward, the Department will provide notification to the Subrecipient, including information that the decision may be considered in evaluating future applications received from the Department.
- In taking an enforcement action, the ABC 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.
- 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.
28. **Grant Termination:** When the Subrecipient has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subrecipient agrees that the ABC or DHTS 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. ABC 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.
29. **Termination for Non-Compliance:** The Subrecipient agrees that the ABC or the DHTS 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. ABC 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.

30. **Mutual Termination:** ABC 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.
31. **Record Retention:** Unless otherwise directed by ABC, 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.
32. **Bonding and Insurance:** 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.

#### **FEDERAL AWARD CONDITIONS**

33. **Compliance with Federal Laws:** 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. 23 U.S.C. Sections 402 and 405 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) of 2012, as amended;
  - C. 2 C.F.R. Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards, as adopted and supplemented by the DOT in 2 C.F.R. Part 1201, which have been incorporated into this subaward by reference (2 C.F.R. Part 200 supersedes and repeals the requirements of the DOT Common Rules (49 C.F.R. Parts 18 and 19));
  - D. 23 C.F.R. Part 1300, the Uniform Procedures for State Highway Safety Grant Programs (recodified from 23 C.F.R. Part 1200);
  - E. Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;
  - F. National Highway Traffic Safety Administration (NHTSA) Order 462-6C, Matching Rates for State and Community Highway Safety Programs, November 30, 1993; and
  - G. 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. The Subrecipient bound by changes made in law/policy regardless of inclusion in these conditions.



34. **Cost Principles:** 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.
35. **Audit Requirements:** As required under the Federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subrecipient agrees to 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.
- The Subrecipient understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from 2 C.F.R. Part 200, Subpart F audits (and any other audits, investigations, or reviews of grant funds) are not satisfactorily and promptly addressed.
36. **Fund Recovery:** ABC and DHTS reserve the right to deny reimbursement or recover any funds considered unsupported, ineligible, or unallowable as a result of any audit, review, investigation, or monitoring.
37. **Non-Supplanting:** The Subrecipient must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
38. **FFATA, DUNS & SAM Requirements:** The Subrecipient agrees to comply with applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA) and its associated regulations, and obtain a Data University Numbering System (DUNS) number, and must register with the System for Award Management (unless exempted under 2 C.F.R. § 25.110) to receive funds provided through this subaward.
39. **Financial Management and Internal Controls:** 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.

40. **Non-discrimination Requirements:** The Subrecipient will comply with all Federal statutes and implementing regulations relating to nondiscrimination, as amended. 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) which prohibits discrimination on the basis of race, color, national origin and 49 C.F.R. Part 21; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), which prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects; the 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) which prohibit discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, which prohibits discrimination on the basis of disability and 49 C.F.R. Part 27; the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age; the Civil Rights Restoration Act of 1987, (Pub.L. 100–209) which 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) which 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 C.F.R. Parts 37 and 38; Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low–Income Populations which 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; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency which 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); any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the application.

During the performance period of this subaward, the Subrecipient agrees:

- A. To comply with all Federal non-discrimination 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 49 C.F.R. Part 21 and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilitates as required by HTS, US DOT or NHTSA;

D. That, in the event it fails to comply with any nondiscrimination provisions, HTS will have the right to impose such sanctions as it or NHTSA determine appropriate, including but not limited to withholding payments until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending the subaward, in whole or in part, and;

E. To insert this clause, including paragraphs a through d, in every subcontract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives Federal funds under this program.

41. **Conflict of Interest:** 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.

42. **Drug-Free Workplace:** The Subrecipient must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8103 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

43. **Hatch Act/Political Activities:** The Subrecipient 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.

#### **Lobbying Prohibitions**

44. **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.

45. **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.

#### **Debarment and Suspension**

46. In accordance with 2 C.F.R. § 200.212 the Subrecipient and its 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.

47. 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.
  48. 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
  49. **Labor and Wage Requirements:** 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.
  50. **Prohibition on Using Grant Funds to Check for Helmet Usage:** The 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.
- Vehicle Operation Requirements**
51. Pursuant to 23 U.S.C. §§ 402-403, 29 U.S.C. § 668, and Executive Order 13043, Subrecipients and their contractors are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees, contractors, and subrecipients when operating company-owned, rented or personally owned vehicles.
  52. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009) and DOT Order 3902.10, Subrecipients and their contractors are encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
  53. **False Claims Act:** The Subrecipient understands and agrees that the misuse of subaward funds or false statements or claims made in connection with this subaward may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the Federal False Claims Act, 31 U.S.C. §§ 3729-33, and the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
  54. **Access to Records & Grant Monitoring:** NHTSA, DHTS, ABC, the Inspectors General, the Comptroller General of the United States, any other auditor or monitor, or their authorized representatives, must have the right to access and examine any paper and electronic documents, records, examinations, or other Subrecipient records that are related 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.

**CERTIFICATION**

I certify that the program proposed in the application meet all the requirements of the State of New Jersey, Department of Law and Public Safety, Division of Alcoholic Beverage, Cops In Shops Grant Program, that all the information presented is correct, and that the applicant will comply with these conditions, the provisions of the federal grant program, and all other applicable federal and state laws, regulations, and guidelines.

\_\_\_\_\_  
**Subrecipient/Applicant (Municipality)**

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Printed Name of Authorized Official**

\_\_\_\_\_  
**Date**