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John W. Bartlett, Chair
David W. Belucná, Executive Director

October 26, 2023

Mr. Andras Holzmann, AICP, PP
Supervising Planner
Passaic County Department of Planning and Economic Development
401 Grand Street, Room 417
Paterson, NJ 07505

Re: Subcontract for FY 2024 Subregional Transportation Planning Program

Dear Mr. Holzmann:

Attached, please find an electronic copy of the subcontract for the FY 2024 Subregional Transportation Planning Program and Supplemental Support Program which has been executed by both the North Jersey Transportation Planning Authority, Inc. (NJTPA) and the New Jersey Institute of Technology (NJIT) using electronic signatures.

Expenditures for work completed should be submitted to the NJTPA on the invoice form generated from the web-based Cost Tracking System. A sample of the invoice, supporting financial documentation, and progress report have been provided in the enclosed subcontract (see Exhibit C). Each quarterly invoice shall be accompanied by the appropriate documentation as stated in Article 7 of the subcontract.

The FY 2024 subcontract agreement includes requirements for compliance with Title VI assurances under Article 14 - Special Provisions (see Exhibit D, USDOT Standard Title VI/Nondiscrimination Assurances) and a certification form for disclosure of lobbying activities (see Exhibit G, Certification for Contracts, Grants, Loans and Cooperative Agreements). Exhibit page G-1 must be signed electronically and returned along with the executed agreement.

Please sign the subcontract electronically which will be sent via email through Adobe Sign or return the fully executed copy of the subcontract agreement and exhibits via email to the attention of Joanna Doyle jdoyle@njtpa.org, and Pamela Lewis plewis@njtpa.org. Upon receipt of the executed contract agreement, the NJTPA will issue a purchase order for reimbursement of expenditures. If you have any questions or require further assistance, please do not hesitate to contact me at (973) 639-8434 or via email at young@njtpa.org.

Sincerely,

Angellita S. Young
Senior Director, Finance and Administration

cc: Qushonda Hamilton, Passaic County
Richard Cahill, Director of Finance, Passaic County
Pamela Lewis, NJTPA
Joanna Doyle, NJTPA
Justine Recio-Patel, NJTPA

**SUBCONTRACT
FOR THE FY 2024 UNIFIED PLANNING WORK PROGRAM
CHAPTER II: SUBREGIONAL TRANSPORTATION PLANNING PROGRAM**

SUBCONTRACTOR: County of Passaic

ADDRESS: Department of Planning and Economic Development
401 Grand Street, Room 417
Paterson, NJ 07505

UNIQUE ENTITY ID: NYYJMEV218E5

SUBCONTRACT FOR: The North Jersey Transportation Planning Authority, Inc.
One Newark Center, 17th Floor
Newark, NJ 07102

TASK NO: 24/304-01 – Subregional Pass-Through Programs

PROJECT TITLE: **FY 2024 SUBREGIONAL TRANSPORTATION
PLANNING PROGRAM FOR THE COUNTY OF
PASSAIC**

**SUBCONTRACT
PERIOD:** July 1, 2023 to June 30, 2024

TOTAL BUDGET: **Subregional Transportation Planning Program**
Total Budget: \$ 165,060.00
Federal Share: \$ 132,048.00
Local Share: \$ 33,012.00

STP Supplemental Support
Total Budget: \$ 15,000.00
Federal Share: \$ 15,000.00

FUNDING SOURCE: Federal: 100%
Federal Highway Administration (FHWA)
CfDA No. 20.205 (Highway Planning and Construction)

PROJECT SPONSOR: New Jersey Department of Transportation (NJDOT)
NJDOT Task Order PL-NJ-24-01

NJIT INDEX: 998086 (Fund 27S353)

ISSUED BY: **New Jersey Institute of Technology/
North Jersey Transportation Planning Authority, Inc.
University Heights
Newark, New Jersey 07102-1982**

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EXHIBITS:

- EXHIBIT A. Statement of Work
- EXHIBIT B. Budget
- EXHIBIT C. Sample Invoice Forms and Sample Progress Report
- EXHIBIT D. USDOT Standard Title VI/Non-Discrimination Assurances
- EXHIBIT E. State of NJ Equal Employment Opportunity Agreement *(Not Applicable)*
- EXHIBIT F. Code of Ethics for Vendors *(Not Applicable)*
- EXHIBIT G. Lobbying Restrictions
- EXHIBIT H. Procedure for Procurement of Professional Services *(Not Applicable)*

PREAMBLE

This subcontract, entered into **July 1, 2023**, by New Jersey Institute of Technology (NJIT), an institution of higher education, and the North Jersey Transportation Planning Authority, Inc. (NJTPA), Newark, New Jersey 07102 (hereinafter collectively called the "CONTRACTOR"), and:

COUNTY OF PASSAIC

(hereinafter called the "SUBCONTRACTOR"), and constituting a subcontract under Prime Contract, Agreement No. 2021-NJIT-001, between New Jersey Department of Transportation, NJTPA and NJIT.

WITNESSETH THAT

The SUBCONTRACTOR agrees to furnish and deliver the supplies and perform the services set forth in this subcontract, entitled: *FY 2024 Subregional Transportation Planning Program for the County of Passaic* for the consideration stated herein.

ARTICLE 1. STATEMENT OF WORK

- (A) The SUBCONTRACTOR shall provide the necessary personnel, equipment, facilities and supplies to perform the services specified in the Statement of Work /Proposal, attached hereto as **Exhibit A**, which by this reference is made a part hereof.
- (B) This Subcontract is made pursuant to the terms of Prime Contract and all applicable provisions contained in the Prime Contract shall be binding upon the SUBCONTRACTOR, and SUBCONTRACTOR agrees to comply with same.
- (C) Each deliverable under this Subcontract shall be subject to acceptance testing or review by CONTRACTOR to verify that the deliverable satisfies the criteria required by the Prime Contract. When CONTRACTOR reasonably determines that the applicable deliverable meets with the required criteria, then CONTRACTOR shall accept the deliverable. In the event that any deliverable does not conform to the required criteria, then CONTRACTOR will give SUBCONTRACTOR written notice thereof. CONTRACTOR will cooperate with SUBCONTRACTOR in identifying in what respects the deliverable has failed. SUBCONTRACTOR shall, at no cost to CONTRACTOR, promptly correct any deficiencies which prevent such deliverable from being acceptable to CONTRACTOR so that the deliverable will conform to the required criteria under the Prime Contract.

ARTICLE 2. KEY PERSONNEL

- (A) SUBCONTRACTOR shall designate Andras Holzmann, its Project Manager who shall not be replaced without CONTRACTOR'S prior consent.
- (B) The CONTRACTOR designates Justine Recio-Patel, as its Project Manager.

ARTICLE 3. PERFORMANCE SCHEDULE

- (A) The performance schedule under this Subcontract shall begin on July 1, 2023 and shall end on June 30, 2024 for which period funds are available and allotted. Costs incurred prior to or after these dates are not reimbursable.

ARTICLE 4. ALLOWABLE COSTS AND PAYMENTS

- (A) A budget agreed to by the parties is attached hereto as **Exhibit B** and made part of this Subcontract for all purposes and shall not be exceeded unless by written amendment to this Subcontract. (Provisions for amendment may only be made after receiving approval from the CONTRACTOR).

Subregional Transportation Planning Program:

The cost of services to be provided under this Subcontract for the Subregional Transportation Planning Program shall not exceed \$ 165,060.00.

Federal Share: \$ 132,048.00

Local Share: \$ 33,012.00

For the purpose of determining the amount payable to SUBCONTRACTOR, the following rates are applicable:

- (1) Labor Costs including Salaries, Fringe, Leave Additive: \$ 158,247.54
- (2) Indirect Costs (overhead): \$ 0.00
- (3) Non-salary Direct Expenses: \$ 6,812.46
- (4) Consultant costs: Not Applicable

STP Supplemental Support:

The cost of services to be provided under this Subcontract for the STP Supplemental Support shall not exceed \$15,000.00, as described hereto attached as **Exhibit B**.

Federal Share: \$15,000.00

It is agreed that the above rates shall be applicable to the entire period of this Subcontract, unless revised rates are granted by prior written approval by the CONTRACTOR. If requested by CONTRACTOR, SUBCONTRACTOR will provide a copy of the negotiated agreed rates with the applicable cognizant agency.

SUBCONTRACTOR may transfer funds within approved budget categories in accordance with Management Standards of 2 CFR 200, Subparts A to D, "Uniform

Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards" for Grants and Agreements with Educational Institutions, State, Local, Indian Tribal Governments, and other Non-Profit Organizations, as in effect on the date of this Subcontract and in accordance with the provisions of the Prime Contract.

- (B) To be eligible for reimbursement, costs must be in accordance with the following applicable federal requirements: 2 CFR 200, Part 11 of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", and Federal Acquisition Regulation Subpart 31.2, Contract with Commercial Organizations as appropriate. Costs shall be further governed by policies and procedures of the CONTRACTOR'S Prime Contract.
- (C) SUBCONTRACTOR shall submit a monthly or quarterly invoices every **ten (10)** business days after the close of each billing period after the start of the subcontract for payment of actual costs incurred during the preceding calendar months.

At its option, SUBCONTRACTOR may submit a monthly invoice for reimbursement for SUBCONTRACTOR salaries, fringe benefits and associated indirect costs calculated at the approved overhead rate applicable to the same for such period. Direct Non-labor expenses and contractual expenses, if applicable, may be invoiced quarterly. Any such amounts paid by CONTRACTOR shall be reconciled to the next invoice submission in accordance with Article 4 (B). A final invoice is required **no later than fifteen (15) business days** from the last day of the Subcontract. A final invoice received beyond the fifteen (15) business days following the end date of this Subcontract is subject to refusal at the sole direction of the CONTRACTOR.

SUBCONTRACTOR shall submit detailed invoices on the attached form, attached hereto as **Exhibit C**, provided by the CONTRACTOR. Each invoice shall be accompanied by the appropriate affidavit of wages paid and documentation of expenditures for each phase of work, including time and effort reports, **and be certified by Chief Financial Officer or Treasurer of the subregion**. SUBCONTRACTOR shall submit invoices with receipts and other supporting documentation for all individual non-salary cost items. Subcontractor shall provide upon request a complete set of time sheets, records, and accounts to identify salaries, payroll burden, and non-salary direct expenses incurred by personnel directly supporting the Work Program. These expenditures shall be documented in compliance with applicable Federal and State guidelines and be made available for review. If such documentation is found, during annual audits and/or reviews by the Federal Government and/or State to be not in compliance with applicable Federal and State guidelines, the SUBCONTRACTOR shall take an appropriate plan of corrective action to meet all guidelines or repay the undocumented costs to the CONTRACTOR for remittance to the appropriate Federal funding agency.

- (D) Payments for performance under this subcontract shall be made by the CONTRACTOR to SUBCONTRACTOR on a cost reimbursable basis when billed.
- (E) No Quarterly Invoices will be acted upon by the CONTRACTOR unless an acceptable Quarterly Progress Report complying with requirements of Article 7 below

is submitted to the CONTRACTOR corresponding to the time period covered in the Quarterly Invoice.

- (F) In accordance with state policy and practices, equipment purchases under this agreement are not eligible for reimbursement as direct charges, except with prior approval by the CONTRACTOR. The intent of the Subregional Supplemental Support Program is to augment the existing Subregional Transportation Planning Program of the SUBCONTRACTOR. Therefore, the CONTRACTOR will not reimburse the SUBCONTRACTOR for equipment purchases under this agreement, unless otherwise pre-approved in writing.
- (G) Title to capital equipment purchased by the SUBCONTRACTOR pursuant to the terms of this subcontract shall vest upon acquisition in the SUBCONTRACTOR subject to the provisions of 2 CFR 200.313. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal government, and the Federal agency elects to do so, the title must be a conditional title. When original or replacement equipment acquired under the SUBCONTRACT is no longer needed for this SUBCONTRACT or for other related activities currently or previously supported by the CONTRACTOR, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the SUBCONTRACTOR must request disposition instructions from the CONTRACTOR.

ARTICLE 5. EXAMINATION OF RECORDS

- (A) SUBCONTRACTOR shall maintain all records relating to both negotiations and to costs incurred, which records shall include, but not be limited to, documents, papers, accounting records, and any other evidence pertaining to cost; shall make such records available at the respective offices of the CONTRACTOR at all reasonable times during the contract period and for three (3) years from the date of the final payment, and shall furnish copies of the records if requested. Following passage of three (3) years from the date of payment of the applicable Final Invoice, the CONTRACTOR may, at its option, ask the SUBCONTRACTOR to destroy the records or surrender records to the CONTRACTOR for additional storage. Additionally, all records involved with disputes, litigation or settlement of claims arising under or related to the contract shall be retained and made available until such disputes, litigation or claims are finally disposed of. No retained records or records involved with disputes, litigation or settlement of claims shall be destroyed by the SUBCONTRACTOR without the prior written approval of the CONTRACTOR.
- (B) The books of account, files, and other records of SUBCONTRACTOR which are available to this subcontract, shall at all times, be available for inspection, review and audit by the CONTRACTOR and its representatives to determine the proper application and use of all funds paid to or for the account or benefit of SUBCONTRACTOR; in addition, SUBCONTRACTOR shall provide such special reports as requested by the CONTRACTOR to permit evaluation of progress of the project.

- (C) FAR Subpart 4.7 – Contractor Records Retention (48 C.F.R. 4.700 et seq.) and FAR 52.215-1 (48 C.F.R. 52-215-1) are hereby made a part of this subcontract by reference as if set forth fully herein.
- (D) If any amount paid hereunder by the CONTRACTOR is subsequently disapproved or disallowed by the sponsor or another agency, the SUBCONTRACTOR shall, upon demand, promptly remit disapproved or disallowed amount to the CONTRACTOR.

ARTICLE 6. PATENTS, COPYRIGHTS AND INTELLECTUAL PROPERTY

- (A) Title to any inventions, intellectual property, software, designs, discoveries or the like (hereinafter collectively "Inventions") made solely by the SUBCONTRACTOR in the performance of this Subcontract, shall vest in the SUBCONTRACTOR to the extent permitted by the Prime Contract and/or prime sponsor. Rights to Inventions made solely by the CONTRACTOR shall belong to the CONTRACTOR. SUBCONTRACTOR grants CONTRACTOR, NJDOT and/or U.S. Government a global, royalty-free, irrevocable, non-exclusive license for CONTRACTOR, NJDOT and/or U.S. Government to access and use all developed work product to the extent necessary for CONTRACTOR, NJDOT and/or U.S. Government to provide services with respect to and as required by the Prime Contract. SUBCONTRACTOR shall not incorporate any pre-existing intellectual property into the deliverables of this Subcontract without the prior written consent of CONTRACTOR. All ownership rights to Inventions created by either party under this Subcontract are subject to U.S. and/or state Government rights therein, if any.
- (B) SUBCONTRACTOR and CONTRACTOR shall jointly and equally own title to all Inventions made jointly by employees of SUBCONTRACTOR and CONTRACTOR in the performance of this Subcontract. Each party agrees to cooperate with the other and to prepare and execute those documents reasonably necessary to carry out the intent of this Article. Each party agrees to share equally in the reasonable expenses in preparing, filing, prosecuting and/or maintaining patents for joint inventions in the U.S. and for those foreign countries which the parties mutually agreed upon. CONTRACTOR shall control the filing of all jointly made Inventions.
- (C) SUBCONTRACTOR shall provide prompt written notice to CONTRACTOR of any Invention or joint Invention made during SUBCONTRACTOR'S performance of this Subcontract.

ARTICLE 7. REPORTS

- (A) The SUBCONTRACTOR shall prepare a Quarterly Progress Report, attached hereto as **Exhibit C**, and submit it to the CONTRACTOR within ten (10) business days after the close of each of the first through third (1st-3rd) quarters following the effective date of this Agreement. The fourth (4th)/final quarter report is due fifteen (15) business days after the close of the fiscal year.

Each Quarterly Progress Report shall include:

1. A description of work (Products/Outcomes & Activities) performed during the fiscal quarter and any difficulties or delays encountered;
 2. A comparison of actual accomplishments to the goals established for the period;
 3. A comparison, by tasks, of costs incurred with amounts budgeted and percentage of budget expended;
 4. Other pertinent supporting project information, data, and/or products.
- (B) The following disclaimer statement shall appear on the cover or the title page of any published report concerning this Project

"This report has been prepared with financing by the Federal Transit Administration and the Federal Highway Administration of the U.S. Department of Transportation. This document is disseminated under the sponsorship of the U.S. Department of Transportation in the interest of information exchange. The NJTPA is solely responsible for its contents."

- (C) SUBCONTRACTOR must comply with the requirements of 2 CFR 200, the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and STATE OMB Circular 15-08-OMB audit circulars, as appropriate. In addition, the SUBCONTRACTOR shall supply the CONTRACTOR with copies of any independent auditors' reports. In cases of non-compliance, the SUBCONTRACTOR shall provide copies of responses to auditors' reports and plan for corrective action. All audit reports shall be in accordance with the requirements of 2 CFR 200, Subpart F of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as appropriate and submitted to the NJTPA contract administrator: Ms. Angellita S. Young, Senior Director, Finance and Administration, NJTPA, One Newark Center, 17th floor, Newark, NJ 07102.

ARTICLE 8. TERMINATION

- (A) CONTRACTOR may terminate this Subcontract by giving thirty (30) days advance written notice to SUBCONTRACTOR. In the event of early termination by CONTRACTOR, SUBCONTRACTOR shall cease work on the subcontract and refrain from incurring additional cost upon notification of termination. CONTRACTOR will reimburse SUBCONTRACTOR for approved and authorized work, and all reasonable and non-cancelable costs incurred by SUBCONTRACTOR up to the date of notice of termination. However, in no event shall CONTRACTOR be obligated to pay more than the total amount of this Subcontract. Notwithstanding this provision (or any other terms of this Subcontract), CONTRACTOR reserves the right to issue an immediate stop work order notice to SUBCONTRACTOR upon receipt of the same from the state and/or federal funding authorities. No payment for work, expenses or costs after the date of the stop work order notice will be paid by CONTRACTOR (including non-cancelable costs) unless CONTRACTOR receives the same from the state and/or federal funding authorities.

- (B) Notwithstanding the provisions of Paragraph (A), in the event that the SUBCONTRACTOR is in default or has breached its obligations at the time of termination, CONTRACTOR does not waive any of its rights or remedies which it may have against SUBCONTRACTOR resulting from SUBCONTRACTOR's default, and CONTRACTOR may withhold all or part of payments to SUBCONTRACTOR to off-set its reasonably determined damages.
- (C) If SUBCONTRACTOR has not taken action after six months from the beginning of the performance period specified in Article (3), Subcontractor shall be notified, by letter, that project funding will be rescinded and be reprogrammed within the CONTRACTOR.

ARTICLE 9. PUBLICITY

- (A) SUBCONTRACTOR shall not use the name of the CONTRACTOR, nor any of its employees or agents for the purpose of publicity or advertising without the prior written consent of the CONTRACTOR. All publicity shall acknowledge the support of the prime sponsor to the extent required under the Prime Contract. Nothing herein shall be construed to prevent disclosures of information required by law or lawful process.

ARTICLE 10. DEBARMENT AND SUSPENSION

- (A) The SUBCONTRACTOR certifies that neither it nor its principals are debarred, suspended, or declared ineligible from participating in this agreement by and Federal and/or state agency.

ARTICLE 11. COMPLIANCE WITH LAWS

- (A) SUBCONTRACTOR assures compliance with all applicable federal, state and local laws, rules and regulations and executive orders, as amended, including but not limited to: (a) Non-Discrimination In Employment and Equal Employment Opportunity (N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq; Titles VI and VII of the Civil Rights Act of 1964; Executive Orders 11246 and 11375 as implemented by 41 CFR Part 60; Rehabilitation Act of 1973, Section 504; Age Discrimination Act of 1976; and Title IX of Higher Education Act of 1972); (b) Drug-Free Workplace Act of 1988 (34 CFR Part 85); (c) Byrd Anti-Lobbying Amendment (31 USC 1352); (d) Protection of Human Subjects (45 CFR Part 46); (e) Clean Air Act (42 USC 7401 et seq.); (f) Water Pollution Control Act (33 USC 1251 et seq.); (g) Notification of Employee Rights Under Federal Labor Laws (Executive Order 13496); (h) Fair Labor Standards Act of 1938 (29 CFR Part 5); (i) US Export Control (Arms Export Control Act, 22 USC 2751-2794; International Traffic and Arms Regulation, 22 CFR Part 120; Arms Administration Act, 50 USC 2401-2420; and Export Administration Regulations 15 CFR 730-774); (j) Disclosure of Investment Activities in Iran P.L. 2012, c.25; (k) Certification of Non-Involvement In Prohibited Activities In Russia or Belarus P.L.2022, c.3; and (L) New Jersey's Diane B. Allen Equal Pay Act (P.L. 2018, c. 9).

SUBCONTRACTOR further agrees to adhere to the terms of legal compliance specifically set forth in the Prime Contract to the same extent as required by CONTRACTOR, and shall furnish CONTRACTOR with such assurances as may be required under the Prime Contract. This provision shall be included in all sub-award documents related to this Subcontract, at all tiers.

ARTICLE 12. ASSIGNMENT

- (A) This Subcontract may not be assigned in whole or in part without the prior written consent of the CONTRACTOR.

ARTICLE 13. INDEMNIFICATION/INSURANCE

- (A) SUBCONTRACTOR shall defend, indemnify, protect and save harmless the CONTRACTOR, its officers, and employees from and against all suits, claims, losses, demands or damages arising out of or claimed to arise out of its negligent acts, errors, or omissions in the performance of this Subcontract, except that SUBCONTRACTOR shall not be responsible for claims arising from the negligent acts, errors or omissions of CONTRACTOR. SUBCONTRACTOR shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection therewith. The foregoing obligations shall survive termination or expiration of this Subcontract. If any judgment shall be rendered against the CONTRACTOR for which indemnification is provided under this article, the SUBCONTRACTOR, shall, at its own expense, satisfy and discharge the same. It is understood that the obligations accepted by the SUBCONTRACTOR pursuant to this article "INDEMNIFICATION" relate to the statement of work, attached hereto as **Exhibit A**.
- (B) If requested by CONTRACTOR or required by the terms of the Prime Contract, SUBCONTRACTOR shall procure and maintain during the entire term of this Subcontract the following insurance:
- 1) Workers Compensation in statutory amounts and Employers Liability Insurance of not less than \$1 million.
 - 2) Commercial General Liability with combined single limits for bodily injury and property damage of not less than \$1 million per occurrence and \$3 million aggregate.
 - 3) Automobile Liability with bodily injury limits of at least \$1 million.
 - 4) Professional Liability/Errors and Omissions, endorsed to include the scope of work included herewith, in amount of not less than \$1 million per claim.
 - 5) Cyber Liability in the amount of no less than \$1M.
 - 6) Excess Liability of no less than \$1M.

ARTICLE 14. SPECIAL PROVISIONS

- (A) By executing this Subcontract, SUBCONTRACTOR hereby agrees during the performance of this Subcontract it is subject to and will comply with USDOT Order 1050.2A, USDOT Standard Title VI/Non-Discrimination Assurances, attached hereto as Exhibit D; if applicable, shall notify each potential subcontractor or supplier of the contractor's obligations under this Subcontract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin; and if applicable and shall insert the mandatory notices in all solicitations for proposals and applicable clauses of Appendix A through E of USDOT 1050.2A in every contract or agreement subject to its Acts and the Regulations.
- (B) In the event of non-compliance by the SUBCONTRACTOR with nondiscrimination provisions of this Agreement, the CONTRACTOR shall impose such sanctions as it, NJDOT, FHWA, and/or FTA may determine to be appropriate, including, but not limited to:
1. Withholding payments to the SUBCONTRACTOR until the SUBCONTRACTOR complies; and
 2. Cancellation, termination or suspension of the Agreement, in whole or in part.
- (C) 49 CFR Part 20, "New Restrictions on Lobbying" is made part of the Agreement. Any subcontractor who receives a subcontract exceeding \$100,000 at any tier under a federal contract shall file with the CONTRACTOR a certification and, if required, a disclosure form, as set forth and attached hereto in Exhibit G.

ARTICLE 15. REPRESENTATIONS, WARRANTIES AND COVENANTS

- (A) SUBCONTRACTOR covenants that the performance of work and services pursuant to the requirements of this Agreement shall conform to all statutes, laws, regulations and standards. Except as set forth in the Statement of Work /Proposal attached hereto as Exhibit A, SUBCONTRACTOR warrants that its performance of this Subcontract does not depend on the acquisition of rights from any third party and the conveyance of the deliverables described in the Statement of Work/Proposal attached hereto as Exhibit A and will not knowingly infringe on the intellectual property right of any third party.
- (B) SUBCONTRACTOR covenants that the quality of all services rendered shall be performed in accordance with prevailing professional standards within the applicable field or profession required under the Statement of Work.
- (C) SUBCONTRACTOR represents and warrants that to solicit or secure this Subcontract, no company or person, other than a bona fide employee working solely for the SUBCONTRACTOR, has been employed or retained; and that the SUBCONTRACTOR has not agreed to pay any company or person, other than a bona fide employee working solely for the SUBCONTRACTOR, any finders fee,

commission, percentage, brokerage fee, gift, or any other consideration, either contingent upon or resulting from the award or making of this Subcontract. For breach or violation of this representation or warranty, the CONTRACTOR shall have the right to either annul this Subcontract without liability, or in its discretion to deduct or otherwise to recover from the contract price or consideration the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 16. SITUS

- (A) Regardless of the place of physical execution or performance, this Subcontract shall be construed according to the laws of, and deemed to have been executed in the State of New Jersey. Any action or claim relating to or arising out of this Subcontract will be brought in a state or federal court sitting in the State of New Jersey and the parties irrevocably consent to personal jurisdiction and venue of, and agree to bound by any judgment and orders rendered by, such courts.

ARTICLE 17. NOTIFICATIONS

- (A) Any notices or communication required to be sent to CONTRACTOR by SUBCONTRACTOR under this Subcontract shall be in writing and shall be hand delivered or sent by certified or registered mail, return receipt requested, to the below address:

If to New Jersey Institute of Technology (NJIT):

Ms. Mariel Diaz
Executive Director, Sponsored Research Management and Finance
Office of Research
NJIT
323 Martin Luther King, Jr. Blvd.
Newark, NJ 07102

If to the North Jersey Transportation Planning Authority, Inc.:

Ms. Angellita S. Young
Senior Director, Finance and Administration
NJTPA
One Newark Center, 17th floor
Newark, NJ 07102

If to the Subcontractor:

Mr. Andras Holzmann, AICP, PP
Supervising Planner
Passaic County Department of Planning and Economic Development
401 Grand Street, Room 417
Paterson, NJ 07505

ARTICLE 18. CONFIDENTIALITY/PUBLICATION

- (A) The parties agree to keep and maintain as strictly confidential any confidential or proprietary information and material of the other required for the performance of this Subcontract, provided that such information is clearly marked as "confidential" at the time of tender to the other, including but not limited to materials, technical data, or other information that one party may provide to the other, in connection with this Subcontract (collectively "Confidential Information"). CONTRACTOR is free to refuse to accept any preferred confidential information of SUBCONTRACTOR. Each party shall hold the Confidential Information in confidence, with the same degree of care that it applies to its own confidential information of like importance, but not less than reasonable care, except that each party may disseminate such Confidential Information to its employees who have a need to know for performance of this Subcontract. Each party shall use Confidential Information that it receives solely to accomplish the work required under this Subcontract and for no other purpose. Each party agrees that in the event of a breach or threatened breach of this provision, both may be irreparably harmed such that monetary damages will not adequately compensate it for its injuries. In the event of any such breach, both parties may be entitled, in addition to any rights or remedies it may have at law or in equity, to seek temporary and permanent injunctive relief issued by any court of competent jurisdiction enjoining and restraining the other from continuing such breach. The foregoing obligations shall survive termination or expiration of this Subcontract.
- (B) "Confidential Information" shall not include the following information, to the extent that a party can show that the information: (i) is previously known by it at the time of disclosure without obligation of confidence, or without breach of this Subcontract; (ii) is publicly disclosed through no wrongful act of a party or its representatives; (iii) is received from a third party having the right to lawfully possess and disclose same and without breach of this Subcontract, (iv) is independently developed by a party without access or reference to the Confidential Information, (v) is approved for release by prior written authorization of the disclosing party, (vi) is required to be disclosed by governmental law, statute, regulation or the like, or court order. If a party is required to disclose any Confidential Information by a court of competent jurisdiction pursuant to applicable law or regulation, or by a properly filed Open Public Records Request, such party shall make such disclosure only to the extent expressly required and only after reasonable efforts to alert the other party of such disclosure requirement, so that the party owning the Confidential Information may seek to contest disclosure at its own cost and expense.

- (C) CONTRACTOR shall be furnished copies of any proposed publication by SUBCONTRACTOR involving any work under this Subcontract at least sixty (60) days in advance of the submission to permit CONTRACTOR to make written comments or object in writing because there is patentable subject matter which needs protection or CONTRACTOR'S proprietary information which needs to be removed. CONTRACTOR shall provide SUBCONTRACTOR with such commentary or objection within thirty (30) days of receiving a proposed publication or forever waive its rights in this regard. In the event that CONTRACTOR makes a timely objection to a proposed publication, SUBCONTRACTOR shall refrain from making such publication or presentation for a maximum of ninety (90) days from date of receipt of such objection in order for either CONTRACTOR to file appropriate patent applications. If CONTRACTOR objects due to its proprietary information being contained in the proposed publication, SUBCONTRACTOR agrees to remove the same.

ARTICLE 19. GENERAL PROVISIONS

- (A) The failure by either party to enforce any provision of this Subcontract or to timely insist on performance shall not constitute or be construed as a waiver of any right to strictly enforce a contractual provision.
- (B) This Subcontract constitutes the entire understanding between the parties regarding this matter and merges any and all prior discussions, representations, promises, and warranties within its scope. There are no representations, warranties or promises not expressly set forth in this Subcontract.
- (C) Except as expressly set forth herein, this Subcontract may not be modified, renewed, or extended, except in writing, signed by both parties.
- (D) SUBCONTRACTOR shall not communicate directly with the prime sponsor regarding the performance of this Subcontract without the prior consent of CONTRACTOR.
- (E) Any provision of this Subcontract that by its nature is intended to survive termination and/or expiration of this Subcontract, including but not limited to Articles 4, 5, 6, 9, 11, 13, 16 and 19, shall survive termination and/or expiration of this Subcontract.
- (F) SUBCONTRACTOR shall be deemed to be an independent contractor and, as such, neither SUBCONTRACTOR nor its employees shall be entitled to any benefits applicable to employees of CONTRACTOR.
- (G) Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, statement, commitment or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

- (H) SUBCONTRACTOR acknowledges that technology, software, services, and commodities provided by CONTRACTOR may be subject to laws or regulations restricting their export, re-export, transfer or release to certain entities or destinations, including those laws and regulations administered by the U.S. Department of Commerce (Bureau of Industry and Security) and the U.S. Department of the Treasury (Office of Foreign Assets Control). With respect to any export, re-export, transfer, or release otherwise permitted under this Agreement, SUBCONTRACTOR shall comply with all applicable U.S. government requirements, including the U.S. Export Administration Regulations.

IN WITNESS WHEREOF, the parties have executed this subcontract as of the day and year first above written.

ATTEST/SEAL

New Jersey Institute of Technology

Mariel Diaz
Mariel Diaz - Oct 24, 2023 09:07 EDT

Date Oct 24, 2023

By Atam P. Dhawan
Atam P. Dhawan, PhD
Senior Vice Provost for Research

North Jersey Transportation
Planning Authority, Inc.

By David W. Behrend
David W. Behrend
Executive Director

ATTEST/SEAL

Thomas E. Quhofer III

Date 1/10/24

For the SUBCONTRACTOR:
County of Passaic

By Raymond J. ...
Signatory Name
and Title

Instructions to SUBCONTRACTOR: If a corporation, affix a corporate seal.

COUNTY OF PASSAIC



**FY 2024
SUBREGIONAL TRANSPORTATION PLANNING
WORK PROGRAM - ELECTIVES**

All subregions are required to conduct a common set of activities to achieve core products/outcomes under Task 1 and Task 2. Details on these common core activities are provided in the "Subregional Core STP Program Products/Outcomes and Activities" section. Task 1 is program management and is comprised entirely of core activities. Elective products/outcomes and associated elective activities specific to Passaic County for Task 2 activities are provided below. Subregions are not required to include elective activities in their STP Work Programs; however, these activities allow subregions to focus on local priorities and organizational strengths, while addressing the NJTPA's planning goals.

TASK 2: TRANSPORTATION PLANNING AND COORDINATION

The transportation planning and coordination component of the STP Program includes all aspects of transportation planning conducted at the subregional level in support of the NJTPA funded work programs and recognizes the importance of interagency coordination and public participation. It also recognizes that each subregion is unique and therefore may have its own approaches to transportation planning.

◆ TASK 2.1 SUPPORT THE NJTPA'S REGIONAL PLANNING PROCESS

➤ 2.1 Elective Products/Outcomes and Activities

- **PRODUCT/OUTCOME:** Participation on the RTAC in a leadership capacity.
ACTIVITIES:
 - Attend RTAC meetings and respond to requests for information from Central Staff sent to RTAC.
 - Volunteer as an RTAC representative on a sub-committee (such as the STP Solicitation Review Subcommittee).
 - Represent RTAC on planning study TACs.
- **PRODUCT/OUTCOME:** Engagement in interagency cooperation on transportation related topics to encourage vibrant, sustainable communities.

ACTIVITIES:

- Collaborate with Avenues in Motion and EZ Ride to prepare proposals to the NJDOT Safe Routes to School Program and promote events and programs through County Public Information Officer.
- Participate in the Bicycle and Pedestrian Advisory Council (BPAC).
- Coordinate with the Highlands Council to promote recommendations from the newly adopted Highlands Economic Sustainability Plan and ensure consistency between their plans, the work of the NJTPA, and local transportation plans and programs, specifically as it relates to the Highlands Council grant to support planning in Bloomingdale and Ringwood to foster economic development and enhance bike/ped mobility.

Exhibit A

- **PRODUCT/OUTCOME:** Preparation, support, and/or review transportation related studies, plans, recommendations, grant applications, and/or engage in data sharing on transportation related topics.

ACTIVITIES:

- Support transportation related activities advanced through Together North Jersey including furthering the design phase for Phase II of Dundee Island Park in the City of Passaic, which implements elements of the Passaic Eastside Transit-Oriented Development Strategy; implementing the County's Community Economic Development Strategy (CEDS); and implementing the Engaging Through the Arts Along the Morris Canal Greenway Plan.
- Participate in PRIME training sessions provided by NJTPA and/or participate in the NJTPA PRIME Users Group that will support the system's further development and refinement.
- Support refinement and advancement of study recommendations into the project pipeline review and implementation paths, with an emphasis on advancing recommendations from Subregional Studies Program (SSP) funded studies including the following:
 - Moving Passaic County, the Transportation Element of the Passaic County Master Plan (2013)
 - Bike Passaic County (2022), the County's Bicycle Master Plan
 - Heritage Tourism Element of the Passaic County Master Plan (2013)
 - Passaic County Green Infrastructure Plan (2018)
 - Great Falls Circulation Study (2016)
 - Paterson-Newark Transit Feasibility Study (2020)
 - Other studies such as the Highlands Rail Trail Feasibility Study, the Morris Canal Feasibility Study, and the Passaic-Bergen-Hudson Transit Study
- Support the NJTPA's continued work to improve safety through data collection and analysis by developing crash data in Passaic County, with an emphasis on social justice communities where reporting and geocoding lag statewide data collection efforts. Participate in the development of Local Safety Action Plans to be led by the NJTPA, which are being developed in keeping with the guidelines of the Safe Streets and Roads for All grant opportunities and the Safe Systems Approach. This will include convening an advisory committee, conducting public and stakeholder outreach, coordination on data and analysis, and engaging subregional leadership to adopt Vision Zero or Towards Zero Deaths safety goals.
- Develop grant applications and interagency coordination to advance safety concepts from the SSP funded Great Falls Circulation Study, as well as other programs related to the federal Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL).
- Support complete streets planning activities through the following activities:
 - Conducting the annual review of the Passaic County Roadway Resurfacing Program to ensure compliance with the County's Complete Streets Guidelines.
 - Reviewing projects (capital and otherwise) for compliance with Complete Streets Guidelines as requested by various County departments.

Exhibit A

- Providing guidance on implementing complete streets through professional seminars and conferences wherever possible.
- Conduct planning activities that support development and advancement of micromobility strategies by advancing recommendations developed as part of SSP funded Bike Passaic County, as well as the annual Complete Streets Implementation Program developed and managed by County Planning and Engineering staff.
- Conduct road safety audits (RSAs) to generate recommendations for capital improvements.
- Support complete streets planning activities through the following activities:
 - Conducting the annual review of the Passaic County Roadway Resurfacing Program to ensure compliance with the County's Complete Streets Guidelines
 - Reviewing projects (capital and otherwise) for compliance with Complete Streets Guidelines as requested by various County departments. Provide guidance on implementing complete streets through professional seminars and conferences wherever possible
 - Supporting pedestrian initiatives such as data collection, walkable communities efforts, and Safe Routes to School projects; or bicycle initiatives such as data collection or the use of analytical tools such as the NJTPA's Bicycle Level of Comfort index
- Collaborate with the NJTPA on environmental, climate change, and resilience planning activities by advancing adaptation strategies, such as those in the Passaic River Basin Climate Resilience Planning Study and the Passaic County Green Stormwater Infrastructure Element.
- Participate in resiliency (e.g., EV readiness, green infrastructure, climate change adaptation, etc.) training as available.
- Conduct analysis or additional outreach using the GIS and other data and recommendations developed as part of the NJTPA's Regional Active Transportation Plan.
- Participate in the Eastern Transportation Coalition Freight Academy when held in New Jersey.
- Support preservation of New Jersey Scenic Byways by promoting candidate byways projects located in Passaic County.
- Consider or advance projects that align with the findings of the NJTPA's CMP update, the Accessibility and Mobility Strategy Synthesis that accomplish one or both of the following:
 - Address one or more needs identified in the study's Needs Assessment or Equity Assessment.
 - Implement one or more strategies specified in the Strategy Identification and Prioritization report.
- Address unanticipated transportation related needs that may not be foreseen during STP Work Program development. Details to be provided as needs emerge, which must conform with program requirements, and will require prior written approval from NJTPA.

- **PRODUCT/OUTCOME:** Participation in Together North Jersey.

ACTIVITIES:

- Assist with advancement of the TNJ Plan, including preparation for and/or participation in TNJ Institute events and TNJ Vibrant Places activities, or other activities as applicable.

❖ **TASK 2.2 INTEGRATE PUBLIC PARTICIPATION IN THE ONGOING 3-C PLANNING PROCESS**

➤ **2.2 Elective Products/Outcomes and Activities**

- **PRODUCT/OUTCOME:** Participation in public education efforts regarding the results of NJTPA project development.

ACTIVITIES:

- Assist in public education efforts regarding the results of NJTPA project development, such as project funding announcements, groundbreakings, and ribbon-cuttings by sharing these accomplishments through the County's public outreach activities including social media platforms and press releases.

- **PRODUCT/OUTCOME:** Assistance with special outreach efforts to improve travel safety.

ACTIVITIES:

- Participate in public education efforts for topics such as the Safe Passing Law on the County's social media platforms.
- Encourage municipalities to engage in Street Smart pedestrian safety campaigns through their TMA.

- **PRODUCT/OUTCOME:** Participation in subregional freight outreach/education efforts.

ACTIVITIES:

- Work with NJTPA staff to increase local understanding of freight operations and related transportation needs through subregional freight visits, building on previous efforts such as the NJTPA's Freight Rail Industrial Opportunities (FRIO) study, as well as ongoing data collection that supports freight initiatives on County roadways.

❖ **TASK 2.3 CAPITAL PROGRAMMING AND PROJECT DEVELOPMENT**

➤ **2.3 Elective Products/Outcomes and Activities**

- **PRODUCT/OUTCOME:** Preparation and submission of proposals to NJTPA Local Programs.

ACTIVITIES:

- Support preparation and proposal development for the NJTPA's Local Program activities, which may include the Local Safety and High Risk Rural Roads

Exhibit A

Programs, Local Capital Project Delivery, Local Concept Development (LCD), Freight Concept Development, Transportation Alternative Set-Aside (TA Set-Aside) Program and/or Congestion Mitigation and Air Quality (CMAQ) Program.

- **PRODUCT/OUTCOME:** Advancement of additional NJTPA funded local capital programming and project development initiatives.

ACTIVITIES:

- Follow through on the following NJTPA funded Local Program Activities:
 - Spruce Street Gateway Project (TA Set-Aside Program)
 - Morris Canal Greenway Phase IV (TA Set-Aside Program)
 - Highlands Rail Trail Phase I (TA Set-Aside Program)
 - Highlands Rail Trail Phase II (CMAQ)
 - Smart Signal Project (CMAQ)
 - Main Ave LCD (Passaic)
 - Market Street Local Safety Project (Paterson)
 - Allwood Road Local Safety Project (Clifton)
 - Lakeview Avenue Complete Streets Local Safety (Paterson)

FY 2024

COUNTY OF PASSAIC

STP SUPPLEMENTAL SUPPORT PROGRAM

STATEMENT OF WORK

STP SUPPLEMENTAL SUPPORT PROGRAM

The County of Passaic will use FY 2024 STP Supplemental Support Program funding on the following items in support of the County's annual Subregional Transportation Planning Program, and in support of the goals and objectives of the NJTPA Regional Transportation Plan:

1. Provide funding for intern's support to assist with data collection and public outreach for Passaic County Strategic Infrastructure Sub-regional study as well as assist with County Complete Streets Activities.

**FY 2024 SUBREGIONAL TRANSPORTATION PLANNING PROGRAM
PASSAIC COUNTY
BUDGET PLAN**

			PROPOSED BUDGET	FEDERAL SHARE	LOCAL SHARE
PART I:	DIRECT COSTS - PERSONNEL SERVICES				
	1. SALARIES		\$ 99,084.50		
	2. FRINGE BENEFITS	59.71%	\$ 59,163.24		
			SUBTOTAL \$ 158,247.54		
PART II	DIRECT NON-LABOR COSTS				
	1. SUPPLIES		\$ -		
	2. TRAVEL		\$ 2,500.00		
	3. PRINTING & REPRODUCTION		\$ 1,312.46		
	4. TELEPHONE		\$ -		
	5. POSTAGE		\$ -		
	6. CONFERENCE/TRAINING		\$ 3,000.00		
	7. OTHER (SPECIFY)		\$ -		
			SUBTOTAL \$ 6,812.46		
PART III:	INDIRECT COSTS				
	INDIRECT COSTS	0.000%	\$ -		
			SUBTOTAL \$ -		
			STP CORE PROGRAM BUDGET \$ 165,060.00	80%	20%
PART IV	STP SUPPLEMENTAL SUPPORT COSTS				
	1. TECHNOLOGY EQUIPMENT/COMPUTERS > \$5,000		\$ -		
	2. TECHNOLOGY SOFTWARE/COMPUTING DEVICES < \$5,000		\$ -		
	3. INTERN SUPPORT		\$ 15,000.00		
	4. TRAINING AND PROFESSIONAL DEVELOPMENT		\$ -		
	5. PUBLIC OUTREACH /FOREIGN LANGUAGE TRANSLATIONS		\$ -		
	6. ADVERTISING, PRINTING/REPRODUCTION		\$ -		
			STP SUPPLEMENTAL SUPPORT BUDGET \$ 15,000.00	100%	0%
			TOTAL STP PROGRAM BUDGET \$ 180,060.00		

<p>This estimated budget is based upon projected costs to perform the work program for FY 2024 as outlined in the Subregional Transportation Planning Program Subcontract. Changes within or between Parts I, II, and III, or within the STP Supplemental Support Budget Plan, will be authorized upon written recommendation of the STP Program Manager and approved by the NJTPA.</p>

FUNDING SOURCES:

Federal Share:	\$ 147,048.00	Local Share:	\$ 33,012.00
		Total Funding:	\$ 180,060.00

**FY 2024 SUBREGIONAL TRANSPORTATION PLANNING PROGRAM
PASSAIC COUNTY
STAFFING PLAN**

STP Work Program Budget by Task

Task	Subregional Staff Hours	Direct Costs - Personnel Services	Direct Non-Labor Costs	Indirect Costs	Total Costs	Estimated Share Core Program (%)
Task 1 - Program Management	90	\$ 6,058.44	\$ -	\$ -	\$ 6,058.44	4%
Task 2 - Transportation Planning and Coordination	2,440	\$ 152,189.10	\$ 6,812.46	\$ -	\$ 159,001.56	96%
STP Core Program Budget	2,530	\$ 158,247.54	\$ 6,812.46	\$ -	\$ 165,060.00	100%
STP Supplemental Support Budget	750	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	
TOTAL STP PROGRAM BUDGET	3,280	\$ 173,247.54	\$ 6,812.46	\$ -	\$ 180,060.00	

STP Work Program Assigned Staff

Personnel (Name/Title)	Estimated % of Time on the Project <i>(based on total work hours for the FY)</i>	Total Estimated Hours for STP Work Program
Andras Holzmam, Director	17%	315
TBD, Supervising Planner	35%	635
Boyang Wang, GIS Specialist	35%	450
Jason Miranda, Senior Planner	27%	500
Salvatore Presti, Assistant Planner	32%	590
Quashonda Hamilton, Administrative Secretary	2%	40
Intern Support		750
TOTAL	23%	3,280

NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY, INC.

INVOICE FOR PAYMENT

Date: 08/15/202X
 Fiscal Year: 202X
 Invoice Period: 7/1/202X - 7/31/202X
 Program Name: EXAMPLE STP PROGRAM
 Invoice Number: XXX-XX-FY202X Allowable amount: \$0.00

PAYEE NAME AND ADDRESS:

County/City
 Address
 PO Box XXX
 City, NJ 088XX

PAYEE DECLARATION:

I certify to the best of my knowledge and belief that the supporting payment documents are true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federally funded contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

REMIT TO:

North Jersey Transportation Planning
 Authority, Inc.
 One Newark Center-17th Floor
 Newark, NJ 07101

Payee Signature

Title

FUNDING	GROSS BUDGET	EXPENDITURES THIS QUARTER	EXPENDITURES TO DATE	AMOUNT AVAILABLE
FEDERAL	\$0.00	\$0.00	\$0.00	\$0.00
LOCAL SHARE	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00

**Budget Summary
Quarterly Request for Payment**

Subregion:	Example Subregion	Total Budget	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Expenditures to Date	Available Balance
Fiscal Year:	202X							
Period:	7/1/202X-7/31/202X							
Program Name:	Example Subregional Program							
Salaries		0	0	0	0	0	0	0
Fringe Benefits		0	0	0	0	0	0	0
Leave Additive		0	0	0	0	0	0	0
<i>Subtotal</i>		0	0	0	0	0	0	0
Supplies		0	0	0	0	0	0	0
Travel		0	0	0	0	0	0	0
Printing		0	0	0	0	0	0	0
Telephone		0	0	0	0	0	0	0
Postage		0	0	0	0	0	0	0
Conference/Training		0	0	0	0	0	0	0
Equipment		0	0	0	0	0	0	0
Consultant		0	0	0	0	0	0	0
Other		0	0	0	0	0	0	0
<i>Subtotal</i>		0	0	0	0	0	0	0
Indirect Cost		0	0	0	0	0	0	0
Total		0	0	0	0	0	0	0
Allowable Cost by Funding Source								
Federal		0	0	0	0	0	0	0
Local Share		0	0	0	0	0	0	0
Total		0	0	0	0	0	0	0

[Subregion Name] Employee Time Summary

Program: Example Subregional Program

Period: 7/1/202X to 7/31/202X

Employee: Jane Doe

Task	Hours	Salary	Fringe	Additive
Program Management	0	0.00	0.00	0.00
Total	0	0.00	0.00	0.00

Employee: John Doe

Task	Hours	Salary	Fringe	Additive
Program Management	0	0.00	0.00	0.00
Total	0	0.00	0.00	0.00

Program Totals

Hours	Salary	Fringe	Indirect Cost
0	0	0	0

Grand Total: 0

Time Summary By Task

Program: EXAMPLE STP PROGRAM

Period: 7/1/202X to 7/31/202X

Program Management

Hours	Salary	Fringe	Additive	Total
0.0	0.00	0.00	0.00	0.00
Grand Total			0.00	

Cumulative Totals

Program Task	Total to Date	% to Date
Program Management	0.00	0.00
Planning	0.00	0.00
Outreach	0.00	0.00
Total	0.00	0.00

** % to Date' is percent of total program budget*

[Subregion Name]
Employee Hours By Program Task

Program: *Example Subregional Program*

Period: 7/1/202X to 7/31/202X

Program Management

John Doe

Date	Hours	Salary	Fringe	Additive
7/1/202X	0	0.00	0.00	0.00
7/3/202X	0	0.00	0.00	0.00
7/5/202X	0	0.00	0.00	0.00
7/11/202X	0	0.00	0.00	0.00
7/13/202X	0	0.00	0.00	0.00
7/15/202X	0	0.00	0.00	0.00
7/23/202X	0	0.00	0.00	0.00
7/24/202X	0	0.00	0.00	0.00
Total	0	0	0	0

[Subregion Name] Employee Hours By Date

Program: *Example Subregion Program*

Period: 7/1/202X to 7/31/202X

Jane Doe

Date	Hours	Salary	Fringe	Additive
7/1/202X	0	0.00	0.00	0.00
7/23/202X	0	0.00	0.00	0.00
7/28/202X	0	0.00	0.00	0.00
Total	0	0.00	0.00	0.00

John Doe

Date	Hours	Salary	Fringe	Additive
7/1/202X	0	0.00	0.00	0.00
7/23/202X	0	0.00	0.00	0.00
7/28/202X	0	0.00	0.00	0.00
Total	0	0.00	0.00	0.00

NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY, INC.

INVOICE FOR PAYMENT

Date: 08/25/202X
 Fiscal Year: 202X
 Invoice Period: 7/1/202X to 7/31/202X
 Program Name: Example Supplemental Support
 Invoice Number: XXXX-XX-FY202X Allowable amount: 0.00

PAYEE NAME AND ADDRESS:

County/City
 Address
 PO Box XXX
 City, NJ 08XXX

PAYEE DECLARATION:

I certify to the best of my knowledge and belief that the supporting payment documents are true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federally funded contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

REMIT TO:

North Jersey Transportation Planning
 Authority, Inc.
 One Newark Center-17th Floor
 Newark, NJ 07101

Payee Signature

Title

FUNDING	GROSS BUDGET	EXPENDITURES THIS PERIOD	EXPENDITURES TO DATE	AMOUNT AVAILABLE
FEDERAL	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00

[Subregion Name]
Employee Hours By Program Task

Program: *Example Subregional Program*

Period: *7/1/202X to 7/31/202X*

Program Management

John Doe

Date	Hours	Salary	Fringe	Additive
7/1/202X	0	0.00	0.00	0.00
7/3/202X	0	0.00	0.00	0.00
7/5/202X	0	0.00	0.00	0.00
7/11/202X	0	0.00	0.00	0.00
7/13/202X	0	0.00	0.00	0.00
7/15/202X	0	0.00	0.00	0.00
7/23/202X	0	0.00	0.00	0.00
7/24/202X	0	0.00	0.00	0.00
Total	0	0	0	0

Time Summary By Task

Program: EXAMPLE STP Supplement Support

Period: 7/1/202X to 7/31/202X

Program Management

Hours	Salary	Fringe	Additive	Total
0.0	0.00	0.00	0.00	0.00
			Grand Total	0.00

Cumulative Totals

Program Task	Total to Date	% to Date
Program Management	0.00	0.00
Planning	0.00	0.00
Outreach	0.00	0.00
Total	0.00	0.00

** '% to Date' is percent of total program budget*

[Subregion Name]
Intern Hours By Date

Program: *Example Intern Support*

Period: 7/1/202X - 7/31/202X

John Doe

Date	Hours	Salary	Fringe	Additive
7/1/202X	0	0.00	0.00	0.00
7/15/2022	0	0.00	0.00	0.00
7/21/202X	0	0.00	0.00	0.00
Total	0	0.00	0.00	0.00

Employee: _____

Approver Name: _____

Title: _____

Approver Signature: _____

[Subregion Name]
Employee Hours By Date

Program: *Example Subregion Program*

Period: 7/1/202X to 7/31/202X

Jane Doe

Date	Hours	Salary	Fringe	Additive
7/1/202X	0	0.00	0.00	0.00
7/23/202X	0	0.00	0.00	0.00
7/28/202X	0	0.00	0.00	0.00
Total	0	0.00	0.00	0.00

John Doe

Date	Hours	Salary	Fringe	Additive
7/1/202X	0	0.00	0.00	0.00
7/23/202X	0	0.00	0.00	0.00
7/28/202X	0	0.00	0.00	0.00
Total	0	0.00	0.00	0.00

[Subregion Name] Employee Time Summary

Program: Example Subregional Program

Period: 7/1/202X to 7/31/202X

Employee: Jane Doe

Task	Hours	Salary	Fringe	Additive
Program Management	0	0.00	0.00	0.00
Total	0	0.00	0.00	0.00

Employee: John Doe

Task	Hours	Salary	Fringe	Additive
Program Management	0	0.00	0.00	0.00
Total	0	0.00	0.00	0.00

Program Totals

Hours	Salary	Fringe	Indirect Cost
0	0	0	0

Grand Total: 0

Sample STP Program Quarterly Progress Report

Update all sections that are in RED. Not all activities will be conducted and reported each quarter; however, each required core activity should be reported on at least once during FY 2024. If a core product/outcome and/or activity is not undertaken during FY 2024, the fourth / final quarter report should explain why the products/outcomes and/or activities were not undertaken during the fiscal year.

FY 2024 SUBREGIONAL TRANSPORTATION PLANNING PROGRAM QUARTERLY PROGRESS REPORT			
NAME OF SUBREGION			
Reporting Period	Quarter xx (Month xx, 20xx – Month xx, 20xx)		
Project Manager	Subregional Project Manager		
Budget Status Report			
Total Budget (including local match)	Amount Authorized	Amount Expended to Date	% Expended to Date
Total Budget	\$ ##	\$ ##	## %
Quarterly Reporting Deadlines*			
First Quarter	Second Quarter	Third Quarter	Fourth Quarter
October 16, 2023	January 16, 2024	April 12, 2024	July 25, 2024
<p><i>*The quarterly package (including financial documents) must be submitted by the above deadlines. Subregions place financial reimbursement for quarterly activities at risk if the reporting package is submitted after the quarterly reporting deadline. If final reports and products are submitted after the fourth quarter deadline, full reimbursement cannot be guaranteed.</i></p>			
Work Program Progress			
<p><i>Briefly list - by task - all significant progress and milestone events (with dates) completed in the reporting period. Progress listed should be a summary of work conducted in accordance with the current list of approved STP program activities. Exclude extraneous background information and progress from previous quarters. Provide the cumulative hours worked, amount expended, and percent of work completed to date for Tasks 1 and 2.</i></p>			

<p>TASK 1: PROGRAM MANAGEMENT - Provide program management and reporting information for the Subregional Transportation Planning Grant in accordance with the comprehensive, coordinated and continuing (3-c) planning process.</p>	<ul style="list-style-type: none"> ▪ Amount Budgeted (fiscal year) for Task 1: \$ ## ▪ Amount Expended to Date for Task 1: \$ ## ▪ % of Total STP Program Budget Expended to Date on Task 1: ## % <p><i>Task 1 expenses may not exceed 10% of the total STP Program budget. Figures for Amount Expended to Date and % Expended to Date are provided in the CTS.</i></p>
<p>PRODUCT/OUTCOME</p>	<p style="text-align: center;">ACTIVITIES</p> <p><i>Select (by checking boxes) only those activities conducted this quarter in support of the corresponding product or outcome. Please provide supporting information where prompted, including, but not limited to any milestones achieved, and topics, dates, and locations of meetings.</i></p>
<p><input type="checkbox"/> Timely quarterly Progress Reports, invoices and supporting documentation for the FY 2024 STP Work Program, along with attendance at training related to the STP Program as requested. Monthly invoicing of labor costs is encouraged but not required.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Prepare quarterly progress reports to track core and elective activity progress for Tasks 1 and 2 via the STP Program Quarterly Progress Report Template. <input type="checkbox"/> Prepare monthly and/or quarterly invoices and financial documentation using the NJTPA's Cost Tracking System (CTS). <input type="checkbox"/> Maintain all subregional grant-related records and products. Attend NJTPA-led trainings and workshops on the STP Program. <input type="checkbox"/> Maintain data in the CTS, including regular updates to salaries, fringe rates, personnel, etc. <p>Additional comments (optional)</p>
<p><input type="checkbox"/> FY 2025 Subregional Transportation Planning (STP) work program proposal.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Prepare FY 2025 STP Work Program, Budget, and Staffing Plan. <p>Additional comments (optional)</p>

<p>TASK 2: TRANSPORTATION PLANNING AND COORDINATION - The transportation planning and coordination component of the STP Program includes all aspects of transportation planning conducted at the subregional level in support of the NJTPA funded work programs and recognizes the importance of interagency coordination and public participation. It also recognizes that each subregion is unique and therefore may have its own approaches to transportation planning.</p>	<ul style="list-style-type: none"> ▪ Amount Budgeted (fiscal year) - Task 2: \$ ## ▪ Amount Expended to Date - Task 2: \$ ## ▪ % Expended to Date - Task 2: ## % <p><i>Figures for Amount Expended to Date and % Expended to Date are provided in the CTS.</i></p>
<p>----- Task 2.1: Support the NJTPA's Regional Planning Process -----</p>	
<p>----- (2.1 CORE Products/Outcomes & Activities) -----</p>	
<p>PRODUCT/OUTCOME</p>	<p style="text-align: center;">ACTIVITIES</p> <p><i>Select (by checking boxes) only those activities conducted this quarter in support of the corresponding product or outcome. Please provide supporting information where prompted, including, but not limited to any milestones achieved, and topics, dates, and locations of meetings.</i></p>
<p><input type="checkbox"/> Support for Board activities.</p>	<p><input type="checkbox"/> Provide ongoing technical support to individual NJTPA Trustees, as well as to various NJTPA standing committees and to the Board as a whole. Support may include memo preparation, meeting attendance, response to questions, etc.</p> <p>Explain</p>
<p><input type="checkbox"/> Participation in the Regional Technical Advisory Committee (RTAC).</p>	<p><input type="checkbox"/> Attend RTAC meetings and respond to requests for information from Central Staff.</p> <p>Explain</p>
<p><input type="checkbox"/> Adherence to the NJTPA's Title VI Implementation Plan, which endeavors to ensure that the planning process includes traditionally underserved populations (e.g., low income and minority populations) as</p>	<p><input type="checkbox"/> Conduct STP funded activities that adhere to the NJTPA's Title VI Implementation Plan. To achieve this, Subregions must strive to accomplish the following as provided in the adopted NJTPA's adopted Title VI Implementation Plan:</p> <ul style="list-style-type: none"> ▪ Provide adequate opportunity to traditionally underserved populations to be involved in the transportation planning process. An example of this is to seek out members of these communities for participation on a Technical Advisory Committee (TAC), Stakeholder Advisory Committee (SAC), or focus group. (Additional Public outreach activity for Title VI is discussed in Task 2.2) Analyze the impacts of transportation investment benefits and burdens to traditionally underserved populations. Work toward equitable distribution of the benefits and burdens of investments so that they are shared as equally as possible across

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<p>required by federally funded subrecipients. Please see additional information and the Title VI Implementation Plan (Additional Public outreach activity for Title VI is discussed in Task 2.2).</p>	<p>all populations including traditionally underserved populations. See the NJTPA's Equity Assessment Guide for guidance on this task. (https://www.njtpa.org/NJTPA/media/Documents/About-NJTPA/Federal-Regulations/Title-VI/Equity-Assessment-Guide-2020-07.pdf)</p> <ul style="list-style-type: none"> ▪ Consider equity when developing studies for the NJTPA's Unified Planning Work Program (UPWP). Specific guidance can be found in the annual Subregional Studies Solicitation and in other NJTPA program solicitations. <p>Explain</p>
<p><input type="checkbox"/> Participation in the implementation of Plan 2050.</p>	<p><input type="checkbox"/> Consistent with the needs and goals of the subregion, advance strategies identified in Plan 2050. Examples include but are not limited to: conduct activities to reduce crashes; support and improve North Jersey's extensive transit systems; support pedestrian, bicycle, and other active transportation; encourage the use of alternate fuels; respond to continued growth of freight; support local mobility services; and take advantage of transportation technology.</p> <p>Explain</p>
<p><input type="checkbox"/> Support for planning studies and activities contained in the NJTPA FY 2024 Unified Planning Work Program (UPWP).</p>	<p><input type="checkbox"/> Participate on advisory committees, meetings, webinars, or workshops as requested for NJTPA planning studies and related activities conducted under UPWP Chapter 1 - Central Staff Activities. Participation may include attendance, review of documents, or other activities as requested. This may include corridor, subarea, environment, and climate change, and/or freight planning studies or studies conducted under the Planning for Emerging Centers Program or TNJ local planning initiatives. It may also include NJTPA's performance-based planning efforts such as the Congestion Management Process (CMP), Accessibility and Mobility Strategy Synthesis, and Regional Capital Investment Strategy; support for evaluating Intelligent Transportation Systems (ITS); safety planning; initiatives to address climate change resiliency and promote electric vehicles; initiatives to address equity; or other activities.</p> <p>Explain</p> <p><input type="checkbox"/> Support the NJTPA's continuing work on transportation modeling, demographic and employment forecasting, scenario analysis, and the development of GIS data, applications, and tools, as requested. Support coordination with partner agencies to advance a</p>

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	<p>performance-based planning and programming approach and data-driven investment.</p> <p>Explain</p> <p><input type="checkbox"/> Participate in statewide planning initiatives as requested and as appropriate, such as the update to the statewide Long Range Transportation Plan.</p> <p>Explain</p> <p><input type="checkbox"/> As appropriate, implement the strategies of the New Jersey Strategic Highway Safety Plan, adopted in September 2020 (https://www.saferoadsforallnj.com/about). Many strategies can be implemented by or in partnership with subregions. Please see the strategies in the plan for Equity (pg. 21-22), Lane Departure (pg. 26), Intersections (pg. 30), Driver Behavior (pg. 37-38), Pedestrians and Bicyclists (pg. 42-43), other Vulnerable Road Users (pg. 49-50)</p> <p>Explain</p> <p><input type="checkbox"/> Participate in state and regional initiatives to reduce carbon emissions from the transportation system as identified in the 2019 NJ Energy Master Plan (https://www.bpu.state.nj.us/bpu/pdf/publicnotice/NJBPU_EMP.pdf). One key strategy is to facilitate the transition to electric vehicles. Activities may include participating in the development of Electric Vehicle Readiness Plans (if not funded through the SSP), electrification of public and private-sector vehicle fleets, the promotion of electric school buses, assisting local governments in adoption of model electric vehicle ordinances, and dissemination of electric vehicle resources (https://dcp.nj.gov/drivegreen/). A focus of these activities should be in low- and moderate-income and environmental justice communities.</p> <p>Explain</p> <p><input type="checkbox"/> Support the development of the FY 2025 UPWP by providing input on activities in addition to the subregion's individual STP work program.</p> <p>Explain</p>
<p><input type="checkbox"/> Participation in Transportation Management Association (TMA) activities, as applicable.</p>	<p><input type="checkbox"/> Coordinate and share information and expertise with the TMAs on transportation demand management activities, including, but not limited to promoting shared rides, bicycle and pedestrian safety, use of the demonstration project materials library, electric vehicle adoption, and responding to construction-related and unexpected travel disruptions, as applicable. These activities implement the NJTPA Transportation Demand Management and Mobility Plan</p>

	<p>(https://www.njtpa.org/Planning/Regional-Programs/Studies/Active/Transportation-Demand-Management-and-Mobility-Plan.aspx), completed in spring 2021, and the Regional Coordinated Human Services Transportation Plan (https://www.njtpa.org/Planning/Plans-Guidance/Human-Services-Plan.aspx).</p> <ul style="list-style-type: none"> <input type="checkbox"/> Review and provide feedback on TMA UPWP work program proposals. Explain <input type="checkbox"/> Coordinate with TMAs on safety-related activities, including the Street Smart NJ pedestrian safety campaigns, as requested. Explain <input type="checkbox"/> Coordinate with TMAs to promote engagement in low income and minority communities, as applicable. Explain
<ul style="list-style-type: none"> <input type="checkbox"/> Participation in the identification and use of performance measures, thresholds, and targets, including those related to transportation authorization legislation. 	<ul style="list-style-type: none"> <input type="checkbox"/> Support NJTPA Central Staff, NJDOT, NJ TRANSIT and other planning partners in implementing performance-based planning and programming (PBPP). Activities may include supporting development of performance targets and thresholds to comply with federal rules and for other performance measures as requested by Central Staff established in the PBPP process at the NJTPA. Explain <input type="checkbox"/> Assist in relating planning and project development to established performance measures and the achievement of performance measure targets as appropriate. Explain
<ul style="list-style-type: none"> <input type="checkbox"/> Documentation of NJTPA funded planning study findings. 	<ul style="list-style-type: none"> <input type="checkbox"/> Enter pertinent information about completed planning studies funded by the NJTPA into the NJTPA's PRIME tool. Subregions that complete Subregional Studies Program (SSP) studies in the 2022 – 2023 cycle should enter pertinent information from these studies into PRIME before the end of the first quarter of FY 2024. Other previous studies funded by the NJTPA should be entered into PRIME on an ongoing basis as staff time permits. Pertinent information includes a description of the study; study documents (i.e., Final Report); identified needs (i.e., issues, challenges, and opportunities); and recommendations (i.e., strategies and approaches). More information about PRIME can be found at http://www.njtpa.org/Data-Maps/Tools/PRIME.aspx. The PRIME tool can be accessed at:

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	<p>http://prime.njtpa.org/. For training and assistance please contact Jeff Vernick at JVernick@njtpa.org or 973-639-8429.</p> <p>Explain</p>
<p><input type="checkbox"/> Provision of data and data updates.</p>	<p><input type="checkbox"/> Facilitate coordination, as necessary, with the subregional departments of engineering, public works, or other appropriate subregional staff as the NJTPA continues to work with NJDOT to maintain data in the comprehensive performance-based Asset Management System.</p> <p>Explain</p> <p><input type="checkbox"/> Assist in maintaining the NJTPA Enterprise GIS database by providing data as requested, via OneDrive as the principal interface for data exchange. Additional types of data to be collected from the subregions include: cadastral, design plans, environmental, facilities, general, planning, and political boundaries, transportation, and utilities layers. Refer to the EGIS Quality Assurance documentation (https://www.njtpa.org/NJTPA/media/Documents/Data-Maps/Demographics-GIS/Enterprise-GIS/Appendix-U3-EGIS-Quality-Assurance-Programcomm.pdf) for guidance on the data exchange process, metadata requirements, and proper format of data deliverables.</p> <p>Explain</p> <p><input type="checkbox"/> Provide data as requested and available to support NJTPA planning studies, including, but not limited to, corridor and subarea studies, environment and climate change studies, freight planning studies, subregional studies conducted by other subregions through Chapter II of the FY 2024 UPWP, the Planning for Emerging Centers Program, and other performance-based planning efforts such regional performance measures, and the Congestion Management Process.</p> <p>Explain</p>
<p>----- (2.1 ELECTIVE Products/Outcomes & Activities) -----</p>	
<p>PRODUCT/OUTCOME</p>	<p style="text-align: center;">ACTIVITIES</p> <p><i>Select (by checking boxes) only those activities conducted this quarter in support of the corresponding product or outcome. Please provide supporting information where prompted, including, but not limited to any milestones achieved, and topics, dates, and locations of meetings.</i></p>
<p><input type="checkbox"/> [Approved work program elective product/outcome(s) to be inserted]</p>	<p><input type="checkbox"/> [Approved work program elective activities to be inserted]</p> <p>Explain</p>

<p>Task 2.2: Integrate Public Participation in the Ongoing 3-C Planning Process</p> <p>(2.2 CORE Products/Outcomes & Activities)</p>	
<p>PRODUCT/OUTCOME</p>	<p>ACTIVITIES</p> <p><i>Select (by checking boxes) only those activities conducted this quarter in support of the corresponding product or outcome. Please provide supporting information where prompted, including, but not limited to any milestones achieved, and topics, dates, and locations of meetings.</i></p>
<p><input type="checkbox"/> Conduct regional and subregional public participation activities, including assisting the NJTPA with outreach for the Statewide Transportation Plan as requested. Engage in and document efforts to gain input from communities of color, low-income communities, people with disabilities, and people with limited English proficiency. A minimum of two (2) outreach meetings or events must feature NJTPA programs and products.</p>	<p><input type="checkbox"/> Inform and educate the public on transportation matters and provide a proactive means of soliciting their comments. Examples of potential activities include: transportation committees and advisory boards; media outreach and publications to raise awareness and support for community planning efforts; special outreach efforts to business groups; chambers of commerce, or other civic organizations; information booths at public events; social media postings and ads; and public relations efforts in coordination with Central Staff and Board members. Special attention should be given to engaging traditionally underserved communities as outlined in the NJTPA's Title VI Plan. An example of this is to identify such populations and tailor outreach with the purpose of removing barriers to participation.</p> <p>Explain</p> <p><input type="checkbox"/> Make information about subregional planning activities and products available electronically on the web and/or through social media, when feasible.</p> <p>Explain</p> <p><input type="checkbox"/> Submit the following to the NJTPA: agendas of upcoming meetings on transportation related topics; meeting summaries; materials distributed to and received from the public; and the number of meetings, number of people in attendance, number, and types of inquiries etc.</p> <p>Explain</p> <p><input type="checkbox"/> Assist in the implementation of the NJTPA Public Engagement Plan activities and other communications activities, including but not limited to the following: providing timely information about activities and events to the NJTPA for dissemination through regional-level communications; updating links to the NJTPA website and social media outlets; development and enhancements of local websites/social media in coordination with the NJTPA; and</p>

	<p>development of products (or web content) in other languages as appropriate.</p> <p>Explain</p>
<p>----- (2.2 ELECTIVE Products/Outcomes & Activities) -----</p>	
PRODUCT/OUTCOME	<p>ACTIVITIES</p> <p><i>Select (by checking boxes) only those activities conducted this quarter in support of the corresponding product or outcome. Please provide supporting information where prompted, including, but not limited to any milestones achieved, and topics, dates, and locations of meetings.</i></p>
<p><input type="checkbox"/> [Approved work program elective product/outcome(s) to be inserted]</p>	<p><input type="checkbox"/> [Approved work program elective activities to be inserted]</p> <p>Explain</p>
<p>----- Task 2.3: Capital Programming and Project Development -----</p>	
<p>----- (2.3 CORE Products/Outcomes & Activities) -----</p>	
PRODUCT/OUTCOME	<p>ACTIVITIES</p> <p><i>Select (by checking boxes) only those activities conducted this quarter in support of the corresponding product or outcome. Please provide supporting information where prompted, including, but not limited to any milestones achieved, and topics, dates, and locations of meetings.</i></p>
<p><input type="checkbox"/> Participation in the development and management of the Transportation Capital Program (TCP) and Transportation Improvement Program (TIP), as applicable.</p>	<p><input type="checkbox"/> Assist in the development of the TCP, as applicable.</p> <p>Explain</p> <p><input type="checkbox"/> Provide input into the development of the Study & Development (S&D) Program by reviewing potential projects and providing feedback to NJTPA, as requested.</p> <p>Explain</p> <p><input type="checkbox"/> Review NJDOT Capital Program Screening Committee (CPSC) and Capital Program Committee (CPC) project recommendations and provide feedback to NJTPA, as requested.</p> <p>Explain</p> <p><input type="checkbox"/> Review potential projects scored by NJTPA as part of the Project Pool phase of TIP development and provide feedback on scores to NJTPA, as requested.</p> <p>Explain</p>

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	<input type="checkbox"/> Review scope, scheduling, and funding recommendations of TIP modifications and amendments and provide feedback to NJTPA, as requested. Explain <input type="checkbox"/> Assist in criteria refinement as part of the Project Prioritization Criteria update project. Explain
<input type="checkbox"/> Submission to the NJTPA of information about major subregional transportation projects affecting air quality, as applicable.	<input type="checkbox"/> Provide the NJTPA with major subregional transportation projects affecting air quality, regardless of funding source. Explain
----- (2.3 ELECTIVE Products/Outcomes & Activities) -----	
PRODUCT/OUTCOME	<p style="text-align: center;">ACTIVITIES</p> <p><i>Select (by checking boxes) only those activities conducted this quarter in support of the corresponding product or outcome. Please provide supporting information where prompted, including, but not limited to any milestones achieved, and topics, dates, and locations of meetings.</i></p>
<input type="checkbox"/> [Approved work program elective product/outcome(s) to be inserted]	<input type="checkbox"/> [Approved work program elective activities to be inserted] Explain
FY 2024 STP PROGRAM SUPPLEMENTAL SUPPORT	
<p>Each subregion has been authorized federal funding of \$15,000 (100% federal with no local match required), in the following eligible areas: Technology Support; Intern Support, Subregional Training\Professional Development, Public Outreach Language Translations, and Advertising and Printing/Reproduction.</p> <p>In this section, please report on any activities and products/outcomes related to STP Supplemental Support completed during the last quarter.</p> <p>STP Supplemental Support quarterly reports must be completed each quarter even if there is a \$0 invoice. Furthermore, if there was no activity for an approved eligible area (e.g., Tech Support) during the previous quarter, please indicate so.</p>	

<u>Technology Support</u>
Explain
<u>Intern Support</u>
<p>Activities Conducted – Specify activities conducted by interns. Explain</p> <p>Products & Outcomes – Specify products and outcomes that interns worked towards or completed. Explain</p> <p>Problems Encountered (If applicable) Explain</p>
<u>Training and Professional Development</u>
Explain
<u>Public Outreach Language Translations</u>
Explain
<u>Advertising and Printing/Reproduction</u>
Explain

<u>BUDGET STATUS:</u>				
Task Name	Approved Amount (\$)	Expended Last Quarter (\$)	Expended to Date (\$)	Expended to Date (%)
Technology Support				
Intern Support				

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Training and Professional Development				
Public Outreach Language Translations				
Advertising and Printing/Reproduction				
Total				

The United States Department of Transportation (USDOT)
Standard Title VI/Non-Discrimination Assurances
USDOT Order No.1050.2A

By executing this Agreement, the Subrecipient, HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (USDOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- 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);
- 49 C.F.R. Part 21 (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964*);
- 23 C.F.R. Part 200 (Title VI Program and Related Statues – Implementation and Review Procedures);
- USDOT Order 1050.2 (Standard USDOT Title VI Assurances);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- 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);
- Section 162(a) of the Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits 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);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987. (PL 100-209), (Broadened the 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, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits Discrimination on the basis of race, color, national origin, and sex);

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- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures 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, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Subrecipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from USDOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally-assisted USDOT programs.

1. The Subrecipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Subrecipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA federally-assisted programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Subrecipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations.

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hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Subrecipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Subrecipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Subrecipient.
5. That where the Subrecipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Subrecipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Subrecipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Subrecipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Subrecipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Subrecipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Subrecipient retains ownership or possession of the property.
9. The Subrecipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Subrecipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

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The Subrecipient also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, NJDOT and NJTPA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA, NJDOT and/or NJTPA. You must keep records, reports, and submit the material for review upon request to FHWA, NJDOT or NJTPA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Subrecipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under USDOT programs. This ASSURANCE is binding on the State of New Jersey, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in all USDOT programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto.

The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the North Jersey Transportation Planning Authority will accept title to the lands and maintain the project constructed thereon in accordance with State of New Jersey, the Regulations for the Administration of USDOT Programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the North Jersey Transportation Planning Authority all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto North Jersey Transportation Planning Authority and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the North Jersey Transportation Planning Authority, its successors and assigns.

The North Jersey Transportation Planning Authority, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed[,] [and]* (2) that the North Jersey Transportation Planning Authority will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER
THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the North Jersey Transportation Planning Authority pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, North Jersey Transportation Planning Authority will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the North Jersey Transportation Planning Authority will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the North Jersey Transportation Planning Authority and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED
UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by North Jersey Transportation Planning Authority pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, North Jersey Transportation Planning Authority will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, North Jersey Transportation Planning Authority will there upon revert to and vest in and become the absolute property of North Jersey Transportation Planning Authority and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- 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.*), (prohibits 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);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the 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, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures 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, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

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 an 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-L.L.L., "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, 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.

Asquith Lopez
Signature of Authorized Representative

ASQUITH LOPEZ
Print Name

Director
Title

San Juan County Board of Commissioners
Organization

1-10-24
Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>		<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>
<p>8. Federal Action Number, if known:</p>		<p>9. Award Amount, if known:</p> <p>\$ _____</p>
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>		<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>
<p><i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i></p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>		<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other: specify: _____</p>
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</p> <p><i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i></p>		
<p>15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the bar above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Signature:

Email: dhawan@njit.edu