



# State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

EDDIE EDWARDS  
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE  
ASSISTANT COMMISSIONER

ROBERT L. QUINN  
COMMISSIONER

June 18, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, NH 03301

### REQUESTED ACTION

Authorize the Department of Safety, Office of Highway Safety, to enter into a Cooperative Project Agreement with the University of New Hampshire Survey Center (VC# 177867-B018), Durham, New Hampshire, in the amount of \$292,702.00 to conduct the National Highway Traffic Safety Administration (NHTSA) Seat Belt Use Observational Survey in years 2025, 2026, 2027, 2028, 2029. Effective upon Governor and Council approval through September 30, 2029. **100% Federal Funds**

Funds are available in the SFY 2026 operating budget and contingent upon availability and continued appropriations in SFY 2027 through SFY2030, with the authority to adjust between fiscal years through the Budget Office, if needed and justified.

02-23-23-231010- 75410000 Dept. of Safety – Office of Commissioner – NHTSA Grants  
072 500577 Grants to Schools – Federal

SFY 2026	SFY 2027	SFY 2028	SFY 2029	SFY 2030
\$64,394.44	\$70,248.48	\$70,248.48	\$70,248.48	\$17,562.12

**Total: \$292,702.00**

### EXPLANATION

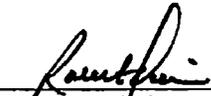
On May 12, 2025, the Department of Safety, Office of Highway Safety issued RFP DOS 2025-21 seeking qualified vendors to design and conduct the NHTSA Seat Belt Use Observational Survey. Bids were due by May 30, 2025. The University of New Hampshire (UNH) Survey Center was the only bidder.

The University of New Hampshire (UNH) Survey Center will develop the data collection methodology for the survey in accordance with NHTSA requirements including the Uniform Criteria for State Observation Surveys of Seat Belt Use. Conducting a survey of this magnitude requires experience and detailed knowledge of the state, sampling, weighting, and observation techniques. The UNH Survey Center has previously had weighting methodologies successfully approved by NHTSA, with the most recent methodology approved in FY2018. The UNH Survey Center will conduct the seat belt survey at a reasonable cost; has extensive experience in conducting this type of survey; and possesses important seat belt use data from prior years to which survey data and results can be compared. Additional information will continue to be collected during the observational process as determined by the UNH Survey Center and the Office of Highway Safety.

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And the Honorable Council  
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The UNH Survey Center will conduct all components of the State's "NHTSA Seat Belt Use Observational Survey" for years 2025, 2026, 2027, 2028, and 2029 in accordance with the methodology and criteria established by the US Secretary of Transportation and contained in 23 CRF Part 1340 – Uniform Criteria for State Observation Surveys of Seat Belt Use.

Respectfully submitted,

  
\_\_\_\_\_  
Robert L. Quinn  
Commissioner of Safety



**COOPERATIVE PROJECT AGREEMENT**

between the

**STATE OF NEW HAMPSHIRE, Department of Safety, Office of Highway Safety**  
and the

**University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE**

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Safety, Office of Highway Safety**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **9/30/29**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

**Project Title: UNH Seat Belt Use Observational Survey**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

**State Project Administrator**

Name: Amy Newbury  
Address: Office of Highway Safety  
33 Hazen Dr., Room 109A  
Concord, NH 03305  
Phone: 603-271-2791

**Campus Project Administrator**

Name: Gretchen Swain  
Address: University of New Hampshire  
Sponsored Programs Administration  
51 College Rd  
Durham, NH 03824  
Phone: 603-862-4865

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

**State Project Director**

Name: Robert L. Quinn  
Address: Office of Highway Safety  
33 Hazen Drive, Room 109A  
Concord, NH 03305  
Phone: 603-271-2791

**Campus Project Director**

Name: Andrew E. Smith, Director  
Address: University of New Hampshire  
Survey Center  
9 Madbury Rd, Suite 402  
Durham, NH 03824  
Phone: 603-862-2226

F. Total State funds in the amount of \$292,702.00 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. See Exhibit A F, for per year budget. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share      % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. P.L. 111-242 "Continuing Appropriations Act, 2011" from National Highway Traffic Safety Administration/US DOT under CFDA# 20.616. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H.  State has chosen not to take possession of equipment purchased under this Project Agreement.

State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the University of New Hampshire and the State of New Hampshire, Office of Highway Safety have executed this Project Agreement.

By An Authorized Official of:  
University of New Hampshire

Name: Dianne Hall

Title: Manager, Pre-Award Compliance

Signature and Date: Dianne Hall Digitally signed by Dianne Hall  
Date: 2025.06.11 19:20:09 -04'00'

By An Authorized Official of:  
Office of Highway Safety

Name: Robert L. Quinn

Title: Coordinator, Office of Highway Safety

Signature and Date: Robert L. Quinn 6/11/25

By An Authorized Official of: the New Hampshire Office of the Attorney General

Name: Colin P. Carroll, Esq.

Title: Assistant Attorney General

Signature and Date: Colin P. Carroll 6/11/25

By An Authorized Official of: the New Hampshire Governor & Executive Council

Name:

Title:

Signature and Date:

## EXHIBIT A

- A. Project Title:** UNH Seat Belt Use Observational Survey
- B. Project Period:** Effective on the date of Governor and Executive Council of the State of New Hampshire approval, through September 30, 2029.
- C. Objectives: Employment of Contractor; Services to be Performed**  
The Campus, University of New Hampshire (UNH) Survey Center, will conduct any and all components of an observational seat belt use survey in accordance with NHTSA's new Uniform Criteria for State Observational Surveys of Seat Belt Use. The final rule was published in Federal Register Vol. 76 No. 63, April 1, 2011, Rules and Regulations, pp. 18042 – 18059. This survey has been approved by NHTSA and is fully compliant with the Uniform Criteria.
- D. Scope of Work:** The Campus, University of New Hampshire (UNH) Survey Center, in accordance with NHTSA's new Uniform Criteria for State Observational Surveys of Seat Belt Use, will conduct any and all components of an observational seat belt use survey in each year, 2025, 2026, 2027, 2028 and 2029.

### Research Design and Methodology

Utilize the "Seat Belt Use Survey Design for New Hampshire; Sampling, Data Collection and Estimation Plan" approved by the National Highway Traffic Safety Administration. If necessary, the Campus will work with the State to revise/select specific observation sites along selected road segments. In addition to information that must be collected to conform with federal criteria, additional information will continue to be collected during the observational process as determined by the Campus and the State.

### Training of Observers

To ensure that all observers record information accurately, the Campus will conduct training sessions with all observers. Training sessions will last eight hours and include classroom and field training. Training will consist of general data collection techniques, a thorough description of data collection forms, and how to accurately record information about vehicle types, use of seat belts by vehicle occupants, etc. Training will include a practice period during which observers will record seat belt usage, and their results will be compared with those of supervisors. Any discrepancies will be reviewed to improve standardization of observations.

### Observation/Data Collection

Observations will be conducted by eight (8) data collectors (campus and/or state staff to be determined) who will operate in four, two-person teams with one person observing and the other recording their observations. Observers will wear identification badges and orange (or bright colored) safety vests.

A Quality Control (QC) Monitor, responsible for the Data Collector teams, will make unannounced visits to at least 50 percent of the scheduled data collection locations to ensure that data is being collected according to the research protocol.

Observers and Quality Control Monitors will have cellular telephones in order to communicate if questions arise or there are emergency situations.

Completed observation forms will be provided at the end of each day to the Campus and staff will enter raw data into the computer format, or if necessary, a revised computer format. Specially designed data entry software will continue to be used that will flag potential entry errors and help to ensure data quality. Campus staff will train all data entry personnel on the use of this software.

#### Analysis and Report Preparation

The Campus will provide a report of observations that includes the total number of vehicles observed at each site, the time of day and day of week observations were made, the number of observed persons wearing or not wearing seat belts when observed, and other information collected during the survey process. The final calculation of seat belt usage will be determined with the NHTSA-approved methodology. An electronic data set of all observations will be provided in a format to be determined, and the final report will be generated for each calendar year 2025, 2026, 2027, 2028, and 2029. It is understood the Campus is authorized to release results only to the NH Office of Highway Safety.

The recipient of these funds is encouraged to provide programs to encourage the use of safety belts by all drivers and passengers in motor vehicles (23 U.S.C. 1200.11 (a)(d)) and to adopt and enforce seat belt use policies for employees operating company-owned, rented, or personally-owned vehicles when performing official business.

- E. Deliverables Schedule:** The Campus will provide a report of observations that includes the total number of vehicles observed at each site, the time of day and day of week observations were made, the number of observed persons wearing or not wearing seat belts when observed, and other information collected during the survey process. The final calculation of seat belt usage will be determined with the NHTSA-approved methodology. An electronic data set of all observations will be provided in a format to be determined, and the final report will be generated for each calendar year 2025, 2026, 2027, 2028, and 2029. It is understood the Campus is authorized to release results only to the Office of Highway Safety.

#### Performance Measure for This Project

The performance measure for the University of New Hampshire (UNH) Survey Center, in accordance with NHTSA's new Uniform Criteria for State Observational Surveys of Seat Belt Use, shall conduct any and all components of the observational seat belt use survey at a standard error of less than 2.5% for seat belt use estimates as required by the Final Rule.

- F. Budget and Invoicing Instructions:** Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period and shall show current and cumulative expenses by major cost categories as shown below. Carryforward is not allowed. State will pay Campus within 30 days of receipt of each invoice. In order to comply with the federal fiscal year closeout requirement, the final invoice for each year must be submitted to the State no later than October 31 of each year 2025, 2026, 2027, 2028 and 2029 after the contract termination date.

Budget Items	State Funding Year 1	State Funding Year 2	State Funding Year 3	State Funding Year 4	State Funding Year 5	Total
1. Salaries and Wages	\$32,145	\$33,109	\$34,103	\$35,126	\$36,179	\$170,662
2. Fringe Benefits	\$8,090	\$8,333	\$8,583	\$8,841	\$9,106	\$42,953
3. Travel	\$3,520	\$3,626	\$3,734	\$3,846	\$3,962	\$18,688
4. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
5. Tuition	\$0	\$0	\$0	\$0	\$0	\$0
6. Supplies & Services	\$0	\$0	\$0	\$0	\$0	\$0
7. Facilities & Admin	\$11,376	\$11,718	\$12,069	\$12,431	\$12,804	\$60,399
Subtotals	\$55,132	\$56,786	\$58,489	\$60,244	\$62,051	\$292,702

## EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here:  None or **Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above.**

Project Cost is 20% State Share

Awarding Agency: Office of Highway Safety (OHS)

Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT  
NHTSA Region I 55 Broadway, RTV-8E Cambridge, MA 02142

FAIN Number: 69A3752230SUP405bNHL, 69A3752330000405bNHL, 69A3752330SUP405bNHL,  
69A3752430000405bNHL, 69A3752430SUP405bNHL, 69A3752530000405bNHL,  
69A3752530SUP405bNHL, 69A3752630000405bNHL, 69A3752630SUP405bNHL,  
69A3752730000405bNHL, 69A3752730SUP405bNHL, 69A3752830000405bNHL,  
69A3752830SUP405bNHL, 69A3752930000405bNHL, 69A3752930SUP405bNHL

Project Title & Number: UNH Seat Belt Survey 25-238

Funding Source; PSP & Task #: 405b; 25-01-06 (OP), 26-01-06 (OP), 27-01-06 (OP), 28-01-06 (OP),  
29-01-06 (OP)

Award Title: IJJA & SUP IJJA NHTSA Section 405b Occupant Protection

UEI Number: GBNGC495XA67 Active – Expiration: September 5, 2025

Assistance Listing Number (ALN): 20.616

Is This a Research and Development Project (Yes or No): No

### U.S. Department of Transportation/NHTSA Grant Conditions:

**As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to comply with the following documents:**

- Subrecipients agree to comply with all applicable elements of NHTSA's Memorandum: Use of NHTSA Highway Safety Grant Funds for Certain Purchases May 18, 2016 and found at the following Web link.: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide> . Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.
- Subrecipients agree to comply with all applicable elements of 2 CFR 200 - the **Uniform Administrative Requirement for Grants, Cost Principles, and Audit Requirements** as promulgated by the U.S. Department of Transportation. This document is found at the following Web link <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide> .
- Subrecipients agree to comply with all applicable Federal basic and incentive grant program requirements as outlined in the **Highway Safety Grant Management Manual** found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program>. This document provides information on each of the grant programs.

**The following additional provisions apply to highway safety subrecipients as a result of certifications and assurances provided to NHTSA by State Highway Safety Offices in their Highway Safety Plan:**

## GENERAL REQUIREMENTS

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

- 23 U.S.C. Chapter 4 Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024 Pub. L. 117-58
- 23 CFR part 1300 Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

## NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR 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*);
- 28 CFR 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);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

The preceding statutory and regulatory cites hereinafter are referred 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 Recipient 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 DOT, including NHTSA."***

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 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 nondiscrimination 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 Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (c) of 49 CFR part 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 Recipient 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 Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The [name of Recipient], 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, hereby notifies all bidders that it will affirmatively ensure that in 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 Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, 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 Recipient.
5. That where the Recipient 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 Recipient receives Federal financial assistance in the form of, 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 Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient 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 Recipient 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 Recipient, 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 Recipient retains ownership or possession of the property.
9. The Recipient 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 Recipient 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.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's 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 NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, 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 State highway safety agency 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 the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

**POLITICAL ACTIVITY (HATCH ACT)**  
(applies to subrecipients as well as States)

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

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(applies to subrecipients as well as States)

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**RESTRICTION ON STATE LOBBYING**  
(applies to subrecipients as well as States)

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

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**  
(applies to subrecipients as well as States)  
**Instructions for Lower Tier Participant Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension,

Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**BUY AMERICA ACT  
(applies to subrecipients as well as States)**

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

**Certification on Conflict of Interest  
(Applies to Subrecipients as Well as States)**

**General Requirements**

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by

State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

**Disclosure Requirements**

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE  
(applies to subrecipients as well as States)**

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

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to understand and comply with the following additional applicable Part 2 CFR 200 statutes and regulations:

§ 2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

§ 2 CFR 200.317 Procurements by states.

§ 2 CFR 200.318 General procurement standards.

§ 2 CFR 200.319 Competition.

§ 2 CFR 200.320 Methods of procurement to be followed.

§ 2 CFR 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

§ 2 CFR 200.322 Domestic preferences for procurements.

§ 2 CFR 200.323 Procurement of recovered materials.

§ 2 CFR 200.340 Termination.

§ 2 CFR 200.414 Indirect (F&A) costs. 2 CFR 200.1 -- Definitions (Modified Total Direct Cost - MTDC).

§ 2 CFR 200.439 Equipment and other capital expenditures. 23 CFR 1300.31(d) – Equipment. Major purchases and dispositions.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 2 CFR 200.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

Authorized Contract Signatory: Dianne Hall Digitally signed by Dianne Hall  
Date: 2025.08.11 15:21:17 -0400

Date: \_\_\_\_\_

Signors Printed Name: Dianne Hall