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# MEMORANDUM

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**DATE:** April 28, 2006

**SUBJECT:** **Interlocal Agreement to Reimburse Utah Department of Transportation for the Local Match of Engineering the Jordan River Parkway Trail from the Rose Park Golf Course Bridge to the Davis County Line**

**TO:** City Council Members

**STAFF REPORT BY:** Gary Mumford

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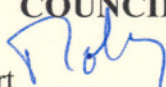
Budget amendment #4, which the Council adopted in March 2006, included the local match for designing the Jordan River Parkway Trail from the Rose Park Golf Course Bridge to the Davis County Line. The City received a Federal Highway Enhancement Grant from the Utah Department of Transportation (UDOT) in the amount of \$405,000 to use towards the development of this section of the Jordan River Trail. The March budget amendment included appropriating \$25,000 for the City's 20% share of the total design and engineering costs of \$125,000. A request for the City's match for construction will come to the Council in the future. This trail section is included under 'trail development' in the 10-year CIP plan.

The intent is that this trail will hook up with the Legacy Parkway project trail in Davis County. There apparently will be a short unfinished trail segment in unincorporated Davis County between the Legacy Parkway trail and the Jordan River trail in Salt Lake City. I discussed this by telephone with the Davis County deputy director of the department of community & economic development, who has been coordinating trail plans throughout Davis County. The deputy director's understanding was that the Legacy Parkway trail is to hook up to the Jordan River Trail and will check into whether there will be a missing segment. Davis County may need to apply for an enhancement grant to complete this short segment.


According to the Administration, this addition to the Jordan River Trail system has been coordinated with the local community council and State Parks and Recreation Division officials. Additional public outreach will occur during the preliminary design phase. The interlocal agreement is now available to formalize the Council's appropriation of the matching funds for designing and engineering this trail section.

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**COUNCIL TRANSMITTAL**

**TO:** Rocky J. Fluhart   
Chief Administrative Officer

**DATE:** April 6, 2006

**FROM:** Rick Graham   
Director of Public Services

**SUBJECT:** Interlocal Cooperative Agreement - Design Engineering Reimbursement for Jordan River Trail Improvements, UDOT Project No. STP-LC35-(144), City Job No. 260137.

**STAFF CONTACT:** Richard A. Johnston, P.E. – 535-6232

**DOCUMENT TYPE:** Resolution

**RECOMMENDATION:** Approve a resolution to authorize the Mayor to sign the attached Interlocal Agreement.

**BUDGET IMPACT:** A Federal Enhancement Grant for \$405,000 was approved for Trailhead improvements to the Jordan River Trail (Rose Park Golf Course Bridge to Davis County line). City funding was recently approved by the City Council in the March, 2006 budget amendment. The City's match for this design agreement, in the amount of \$25,000 is to come from cost center 83-06074-2740. The IFAS number is 83260038. The activity code is 695.

**BACKGROUND/DISCUSSION:** This agreement provides funding for preliminary design and environmental services required by the Federal Highway and UDOT process. Although the funding approved through the Enhancement Grant was less than requested, adequate funding is in place to build the trail from the Rose Park Bridge to the Redwood Road crossing. Once design is complete and the project is ready for construction, a construction Interlocal Agreement will be sent to Council for approval.

**PUBLIC PROCESS:** This addition to the Jordan River Trail system has been coordinated with the local community council and State Parks and Recreation Division officials. Additional public outreach will occur during the preliminary design phase.



RESOLUTION NO. \_\_\_\_\_ OF 2006  
AUTHORIZING THE APPROVAL OF AN  
INTERLOCAL COOPERATION AGREEMENT  
BETWEEN SALT LAKE CITY CORPORATION AND  
THE UTAH DEPARTMENT OF TRANSPORTATION

WHEREAS, Title 11, Chapter 13, Utah Code Ann., 1953, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah, as follows:

1. It does hereby approve the execution and delivery of the following:

A COOPERATIVE AGREEMENT – DESIGN ENGINEERING REIMBURSEMENT, BETWEEN THE UTAH DEPARTMENT OF TRANSPORTATION AND SALT LAKE CITY CORPORATION REGARDING THE JORDAN RIVER PARKWAY TRAIL, PROJECT NUMBER STP-LC35(144).

2. The effective date of the agreement shall be the date it is signed by all parties to the agreement.

3. Ross C. “Rocky” Anderson, Mayor of Salt Lake City, Utah, or his designee, is hereby authorized to approve said agreement on behalf of Salt Lake City Corporation, subject to such minor changes which do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

Passed by the City Council of Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

SALT LAKE CITY COUNCIL

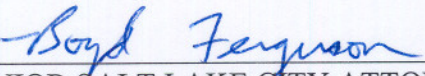
By: \_\_\_\_\_  
CHAIRPERSON



ATTEST AND COUNTERSIGN:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM:

  
\_\_\_\_\_  
SENIOR SALT LAKE CITY ATTORNEY

I:\RESOLUTION\Interlocal UDOT Jordan River Parkway trail 4-7-06.doc



City Recorder

Project Number: STP-LC35(144)

Project Name: Jordan River Parkway Trail, Salt Lake City

Authority No.: 52146

PIN No.: 5150

## COOPERATIVE AGREEMENT DESIGN ENGINEERING REIMBURSEMENT

Program  
(FEDERAL PARTICIPATION)

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Utah Department of Transportation hereinafter referred to as "UDOT" and Salt Lake City, State of Utah, acting through its Mayor, hereinafter referred to as "LOCAL AUTHORITY" witnesseth that:

WHEREAS, the parties to this agreement desire to provide for the design of the project, Jordan River Parkway Trail, financed in part from Federal-aid highway funds, said project located on the Jordan River Parkway and identified as STP-LC35(144); and

WHEREAS, the LOCAL AUTHORITY, through their consultant selection process, has selected RB&G Engineering, Inc., hereinafter referred to as "CONSULTANT", as their Consultant Design Engineer to perform design engineering; and

WHEREAS, UDOT's Policy for Design Engineering on Local Government Projects provides that UDOT not perform design engineering for local government projects, unless a hardship exists and substantial savings can be realized by using UDOT design engineering, and UDOT design resources are available; and

WHEREAS, by law, UDOT may not expend State funds on any local government project

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

**1. Description of Work Involved:**

UDOT Shall:

- a. Provide a Project Manager for the project.
- b. Provide, upon written request, concept meeting, scoping meeting, environmental review, design study report review, right-of-way acquisition approval, utility agreements, P.S. & E. review, right-of-way certification, and final review.
- c. Package the project for advertising and award the construction contract.
- d. Provide Technical Assistance and Engineering Services to the CONSULTANT only if such Technical Assistance and Engineering Services are requested in writing from the CONSULTANT and are not available from other private consultants.
- e. Charge appropriate costs for Technical Assistance and Engineering Services to the CONSULTANT.
- f. Charge appropriate costs for Design Reviews and Project Management to the project.

- 2. Liability:** LOCAL AUTHORITY agrees to hold harmless and indemnify UDOT, its officers, employees and agents (Indemnities) from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the LOCAL AUTHORITY'S negligent acts, errors or omissions in the performance of this project, and from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of Indemnities' failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from LOCAL AUTHORITY'S negligent acts, errors or omissions in the performance of this project.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the LOCAL AUTHORITY of its duty in the performance of this project or to ensure compliance with acceptable standards.



3. **Financing of Project:** The costs shown below are only estimates for preconstruction phase of project. Actual costs exceeding any funds outside the Commission approved STIP amount will be paid by the local authority. The funding percentages match applies to the Commission approved STIP amount only. Any requests for additional federal funding above the approved amount will require the local authority to make an official request to their MPO or Joint Highway Committee and the Transportation Commission for extra matching funds. This may require an amendment to the STIP with advertisement to the public if approved by the Transportation Commission.

	FEDERAL PARTICIPATING	FEDERAL NON-PARTICIPATING
UDOT Technical Assistance and Engr. Services (Charged to CONSULTANT)	As requested	
UDOT Design Reviews, Approvals, Agreements, and Project Management	\$5000.00	\$
Consultant Design Engineering	\$120,000.00	\$
Design Administrative Costs	\$0.00	\$
<b>ESTIMATED TOTAL PARTICIPATING AND NON-PARTICIPATING COSTS</b>	<b>\$125,000.00</b>	<b>\$0.00</b>
<b>GRAND TOTAL (Participating + Non-participating)</b>	<b>\$125,000.00</b>	
<b>Federal Funds</b> <span style="float: right;">80%</span>	<b>\$100,000.00</b>	
<b>Local Match</b> <span style="float: right;">20%</span>	<b>\$25,000.00</b>	
<b>Local Authority Non-participating Costs</b>	<b>\$0.00</b>	
<b>Total Local Authority Match and Non-participating Costs</b>	<b>\$25,000.00</b>	



**NOTE:** The Utah State Transportation Commission has approved \$506,250 in total funds for this project. Any additional participating project costs above this amount shall be paid by the Local Authority.

- a. **Payment of LOCAL AUTHORITY Matching Share:** Upon signing this agreement, the LOCAL AUTHORITY will pay their matching share for phase I estimated at \$25,000. The LOCAL AUTHORITY shall make a check payable to the Utah Department of Transportation referencing the project number, STP-LC35(144). Payment should be mailed to UDOT Comptroller's Office 4501 South 2700 West, Salt Lake City, Utah 84119-5998.
  - b. **UDOT Technical Assistance and Services:** The CONSULTANT shall pay all costs (both direct and indirect) for any Technical Assistance and Services performed by UDOT relative to this project.
  - c. **UDOT Design Reviews, Approvals, Agreements, and Project Management:** The LOCAL AUTHORITY shall pay all costs (both direct and indirect) for Design Reviews, Approvals, Agreements, and Project Management performed by UDOT less the eligible amount reimbursed to UDOT by the Federal Government.
  - d. **Consultant Design Engineering:** The LOCAL AUTHORITY shall submit four copies of billings for Consultant Design Engineering with attached supporting data for costs incurred to the UDOT Project Manager. The LOCAL AUTHORITY and UDOT Project Manager shall certify and approve the billings. UDOT shall pay the CONSULTANT for the LOCAL AUTHORITY by a separate Engineering Services Contract for work covered by the billing.
  - e. **Design Administrative Costs:** The LOCAL AUTHORITY shall submit billings for design administrative costs it has incurred in four copies, properly certified, to the Project Manager. This billing shall be submitted within two weeks of the award of the Construction Contract. Payment shall be made to the LOCAL AUTHORITY for work covered by the billing. Further adjustments for total project costs and the LOCAL AUTHORITY's participation therein shall be made at the final invoice stage.
  - f. **Underruns:** The UDOT Comptroller shall provide the LOCAL AUTHORITY with a final invoice, showing all costs, after final inspection and acceptance of the project by the FHWA. If the deposited amount stated above exceeds the LOCAL AUTHORITY's share of the design of the project, UDOT may return the amount of overpayment to the LOCAL AUTHORITY or apply the balance toward construction phase.
  - g. **Overruns:** If project costs exceed the estimated amount, the LOCAL AUTHORITY shall pay its matching share for the overruns prior to the project being advertised. UDOT may delay advertising the project until after the payment is made. Should the LOCAL AUTHORITY fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other LOCAL AUTHORITY projects or B&C road funds may be withheld until payment is made.  
  
UDOT shall furnish a quarterly statement to the LOCAL AUTHORITY and UDOT project manager showing costs charged to the project.
  - h. **Termination:** If this agreement is terminated for reasons other than satisfactory completion of the provisions of this agreement, UDOT may bill the LOCAL AUTHORITY for all costs incurred, providing prepaid amounts do not cover expenditures. The LOCAL AUTHORITY shall pay such costs within 30 days after receiving the billing. Federal funds for future projects may be withheld until payment is made.
4. **Plan Review:** Final plans, specifications and estimates shall be approved by the LOCAL AUTHORITY and reviewed by the UDOT acting for the Federal Highway Administration prior to advertising for bids for construction.



5. **Certification of Consultant Selection Process:** The LOCAL AUTHORITY certifies that the consultant selection process used for obtaining the Consultant Design Engineer for this project is in compliance with UDOT and FUMMA requirements. Failure to conform to these requirements may result in loss of Federal funds for the project.
6. **Termination:** This agreement may be terminated as follows:
  - a. By mutual agreement of the parties, in writing
  - b. By either UDOT or the LOCAL AUTHORITY for failure of any of the parties to fulfill their obligations as set forth in the provisions of this agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
  - c. By UDOT for the convenience of the State upon written notice to the LOCAL AUTHORITY.
  - d. Upon satisfactory completion of the provisions of this agreement.
  - e. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed.
8. **Inter-local Cooperation Act Requirements:**
  - a. This agreement shall be approved by each party pursuant to § 11-13-202.5, of the Interlocal Cooperation Act, Utah Code Title II, Chapter 13, as amended ( the "Act");
  - b. This agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to § 11-13-202.5 of the Act;
  - c. A duly executed original counterpart of this agreement shall be filed with the keeper of records of each party, pursuant to § 11-13-209 of the Act.
  - d. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this agreement, and for any financing of such costs; and
  - e. No separate legal entity is created by the terms of this agreement. To the extent that this agreement requires administration other than as set forth herein, it shall be administered by the mayor of the LOCAL AUTHORITY and the Region Director of UDOT, acting as a joint board.
  - f. The parties as a result of this agreement shall acquire no real or personal property jointly. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this agreement, such party shall do so in the same manner that it deals with other property of such party.
  - g. Pursuant to Utah Code Ann. § 11-13-209, this Agreement does not take effect until it is filed with the keeper of records for each of the parties.



9. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR OFFICERS AND EMPLOYEES AND FORMER OFFICERS AND EMPLOYEES.**

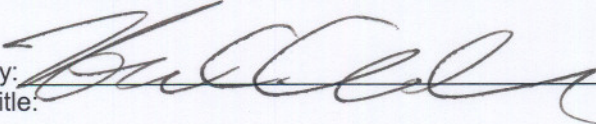
UDOT represents that it has not: (1) provided an illegal gift or payoff to a LOCAL AUTHORITY officer or employee or former LOCAL AUTHORITY officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the LOCAL AUTHORITY's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a LOCAL AUTHORITY officer or employee or former LOCAL AUTHORITY officer or employee to breach any of the ethical standards set forth in the LOCAL AUTHORITY's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.



Project Number: STP-LC35(144)  
Project Name: Jordan River Parkway Trail, Salt Lake City  
Authority No.: 52146  
PIN No.: 5150

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day, month, and year first above written.

**AUTHORIZED LOCAL AUTHORITY OFFICIAL:**

By:  \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 4-19-06  
By Boyd Ferguson

**UTAH DEPARTMENT OF TRANSPORTATION REGION OFFICE**

By: \_\_\_\_\_  
Title: Region Director Date: \_\_\_\_\_

**UTAH DEPARTMENT OF TRANSPORTATION**

Project Management Administration signature required when the standard boilerplate agreement has been modified.

Check box if Project Management Administration signature is required.

By: \_\_\_\_\_  
Title: Director of Engineering Services Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Contract Administrator Date: \_\_\_\_\_

This form agreement has been reviewed and approved by the designated representative of the Attorney General.



1. **General Provisions:** The Grantee will comply with all Federal laws and requirements which are applicable to grant agreements, and imposed by the Federal Highway Administration (FHWA) concerning special requirements of law, program requirements, and other administrative requirements.
2. **Modification:** This agreement may be amended at any time by a written modification properly executed by both the FHWA and the Grantee.
3. **Retention and Custodial for Records:**
  - (a) Financial records, supporting documents, statistical records, and all other records pertinent to this instrument shall be retained for a period of three (3) years, with the following exception:
    - (1) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation claims, or audit findings involving the records have been resolved.
    - (2) Records for non-expendable property, if any, required with Federal funds shall be retained for three years after its final disposition.
    - (3) When records are transferred to or maintained by FHWA, the 3-year retention requirement is not applicable to the recipient.
  - (b) The retention period starts from the date of the submission of the final expenditure report.
  - (c) The Secretary of Transportation and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the recipient, and its contractors and subcontractors, to make audits, examinations, excerpts, and transcripts.
4. **Equal Employment Opportunity:**
  - (a) The application/recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.
  - (b) The application/recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.
  - (c) The applicant/recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, handicap or age; and that it has or will develop and submit to FHWA by August 1 an affirmative action plan consistent with the Uniform Guidelines on Employee Section Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608.
5. **Copeland Act:** All contracts in excess of \$2,000 for construction or repair awarded by recipient and its contractors or subcontractors shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, and person employed in the construction, completion, or repair of public work, or give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to FHWA.
6. **Davis-Bacon Act:** When required by the Federal program legislation, all construction contracts awarded by the recipient and its contractors or subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the G/CAO.
7. **Contract Work Hours and Safety Standards Act:** Where applicable, all contracts awarded by recipient in excess of \$2,500 that involve the employment of mechanics or laborers, shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages or every mechanic and laborer on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1-2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act if applicable to construction work provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
8. **Access to Records:** All negotiated contracts (except those of \$10,000 or less) awarded by recipients shall include a provision to the effect that the recipient, FHWA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.
9. **Civil Rights Act:** The recipient shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and in accordance with Title VI of that Act, no person in the United States shall on the ground of race, color, or national origin, be denied that benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient received Federal financial assistance and shall immediately take any measures necessary to effectuate this Agreement. It shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where:
  - (a) The primary purpose of and instrument is to provide employment, or
  - (b) Discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
10. **Nondiscrimination:** The applicant/recipient hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d), related nondiscrimination statutes, and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the applicant/recipient receives Federal financial assistance. The specific requirements of the United States Department of Transportation standard Civil Rights assurances with regard to the States' highway safety programs (required by 49 CFR 21.7 and on file with the U.S. DOT) are incorporated in this grant agreement.
11. **Rehabilitation Act:** The recipient shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794, P.L. 93-112), and all requirements imposed by or pursuant to the regulations of the Department of Health, Education, and Welfare (45 CFR, Parts 80, 81, and 84), promulgated under the foregoing statute. It agrees that, in accordance with the foregoing requirements, no otherwise qualified handicapped person, by reason of handicap, shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, and that it shall take any measures necessary to effectuate this Agreement.
12. **Government Rights (Unlimited):** FHWA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FHWA.
13. Accountability of equipment acquired in prior years will be transferred to the current year Grant. An updated inventory list will be provided by FHWA.
14. This Grant is subject to the conditions specified in the enclosed Negotiation Document.
15. **Drug-Free Workplace:** By signing this agreement, the recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. Sec. 701 *et seq.*) And implementing regulations (49 CFR Part 29), which require, in part, that grantees prohibit drug use in the workplace, notify the FHWA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.
16. **Limitation on Use of Federal Funds for Lobbying for Grants in Excess of \$100,000:** By signing this agreement the recipient declares that it is in compliance with 31 U.S.C. Sec. 1352, which prohibits the use of Federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FHWA, signing this agreement constitutes a declaration that no funds, including funds not Federally appropriated, were used or agreed to be used to influence this grant. Recipients of **subgrants in excess of \$100,000 must make the same declarations to the grant recipient. With respect to the payment of funds not Federally appropriated by the recipient and sub-recipients, the recipient must report to the FHWA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.**