

**FIRST AMENDMENT TO AGREEMENT NUMBER SC 625-
2400001293**
**AGREEMENT BETWEEN
KENTUCKY TRANSPORTATION CABINET
AND
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
COMPLETE STREETS DESIGN STANDARDS; \$450,000**

The agreement numbered SC 625-2400001293 between the Kentucky Transportation Cabinet and the Lexington-Fayette Urban County Government is amended as follows:

All instances of RECIPIENT shall be replaced with SUBRECIPIENT.

2nd WHEREAS shall be amended to read:

WHEREAS, the Federal-aid Highway Program is a state administered reimbursement program being conducted by the CABINET as a pass-through entity through the Division of Planning and the SUBRECIPIENT shall carry out this AGREEMENT in accordance with all applicable Federal and State laws and regulations including but not limited to all of 23 U.S.C., 49 U.S.C., 23 CFR, and 49 CFR; and

5th WHEREAS shall be amended to read:

WHEREAS, the RECIPIENT is requesting Federal highway funds in the amount of \$360,000 (80% Federal share) and the RECIPIENT will provide Local funds in the amount of \$90,000 (20% Local share) for a total contract amount of \$450,000 to carry out the PROJECT, defined as Complete Streets Design Standards activities specified in the UPWP, for the period of July 1, 2024 through December 31, 2026; and

6th WHEREAS shall be amended to read:

WHEREAS, the PROJECT is part of the approved Lexington metropolitan planning organization's Transportation Improvement Program, if required, and the CABINET is willing to provide these Federal funds to the SUBRECIPIENT subject to annual Federal obligation limitations, the amount of which shall be 80% of the eligible costs associated with the PROJECT; and

7th WHEREAS shall be added to read:

WHEREAS, information included in the State and Federal project authorization and programming documents and related correspondence for the subaward is incorporated in this AGREEMENT by reference, including the SUBRECIPIENT's unique identifier (UEI), Federal award

identification number (FAIN), Federal award date, amount of Federal funds obligated in the subaward, and pass-through entity contact information,

Section 2 shall be amended to read:

Section 2. Duration It is understood by both contracting parties that the effective date of the AGREEMENT is July 1, 2024. Work is not to begin until a Notice to Proceed is issued by the CABINET. The RECIPIENT shall complete the PROJECT by December 31, 2026. An extension of this AGREEMENT beyond the biennium in which it became effective is contingent upon the appropriation of funding by the Legislature. Nothing in this AGREEMENT should be construed to prevent the duration of the PROJECT from being changed by mutual written agreement of the CABINET and the RECIPIENT.

This AGREEMENT is contingent upon the continued availability of appropriated Federal funds. If the funds to be used for this AGREEMENT become unavailable to the CABINET for any reason, including the Kentucky General Assembly's failure to appropriate funds, operation of law, or a reduction of Federal funds, further reimbursement of PROJECT expenditures may be denied, the timeline extended, or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement or termination, extension, or amendment of the PROJECT because of interruption of the appropriated funding is not a default or breach of this AGREEMENT by the CABINET nor may such denial, termination, extension, or amendment give rise to a claim against the CABINET.

Section 3 shall be amended to read:

Section 3. Funding It is understood that Federal funds for the PROJECT are being awarded by the Federal Highway Administration (FHWA) as authorized under 23 U.S.C., specifically under Assistance Listing Number 20.205 – Highway Planning and Construction. The award is not for research and development. It is the responsibility of the CABINET to obtain these funds from FHWA. These funds may be authorized by either a single authorization or by a series of authorizations. The funds will be taken from the apportionment of Federal-Aid Surface Transportation Program Metropolitan Lexington (SLX) funds as allocated by the CABINET and subject to approval by FHWA. The total Federal share of the PROJECT cost shall not exceed \$360,000 unless approved in writing by the CABINET. Federal funds shall be matched as follows: 80% Federal - 20% non-Federal match. The SUBRECIPIENT shall provide a 20% match for a total contract amount of \$450,000. The SUBRECIPIENT agrees to provide local matching funds in an amount sufficient, together with the allocated Federal and State funds, if applicable, to assure funding for completion of the PROJECT. The Federal share and State share, if applicable, of costs are payable quarterly by the CABINET upon presentation and approval of two (2) copies

of a reimbursement request, including an invoice and adequate documentation. All reimbursement requests shall correspond with the expense categories in the PROJECT budget and shall be submitted to the CABINET within thirty (30) days after the end of the reporting period. All invoice amounts submitted for each expense category shall be representative of and closely approximate the actual work done, as reported in the narrative progress report. The SUBRECIPIENT shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or SUBRECIPIENT's invoice in accordance with KRS 45.453 and KRS 45.454. The CABINET may withhold payment of an invoice until the SUBRECIPIENT submits accompanying backup information, such as narrative progress reports, time sheets, receipts, cancelled checks, etc., needed to justify the payment of the invoice. The CABINET or FHWA may require additional documentation at their discretion.

It is understood that the value and character of any "in-kind" services contributed toward the local match must be approved by the CABINET and FHWA prior to being credited to the PROJECT. All "in-kind" services must meet CABINET and FHWA eligibility and applicability requirements.

It is further understood that revisions in the PROJECT budget may be necessary and may be allowed if they do not exceed the total sum set out above, subject to the prior written approval of the CABINET. In order for the SUBRECIPIENT to be reimbursed for costs that are not listed in the PROJECT budget, the SUBRECIPIENT must obtain written approval from the CABINET prior to incurring these costs.

Regardless of whether the contract period is extended, unexpended funds at the end of this AGREEMENT period shall not be carried forward to a future AGREEMENT.

Section 4 shall be amended to read:

Section 4. Allowable Costs The costs referred to in this AGREEMENT shall be comprised of the allowable direct costs incident to the performance of the PROJECT plus allowable indirect costs, less applicable credit, to be determined in accordance with the standards set forth in the Federal-Aid Policy Guide and Subpart E of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

If indirect costs are to be expended against the PROJECT, the SUBRECIPIENT shall provide to the CABINET a Cost Allocation Plan (CAP). Upon the CABINET's review and approval of the CAP, indirect charges will be eligible for reimbursement, and the approved indirect cost rate will be incorporated in this AGREEMENT by reference. The CABINET and/or FHWA reserve the right to require additional documentation.

Costs incurred in carrying out certain elements of the PROJECT which must be completed without regard for state political boundaries are prorated to each state on the basis of a population split as shown by the latest available United States census data for urbanized areas.

Section 7 shall be amended to read:

Section 7. Reporting and Records The SUBRECIPIENT shall comply with all reporting requirements outlined by the CABINET and FHWA. The SUBRECIPIENT shall submit an annual Performance and Expenditure Report, if required, to the CABINET within 80 calendar days following the end of the SUBRECIPIENT's fiscal year. The recording and reporting of a purchase shall be in accordance with the requirements of the Kentucky Revised Statutes, including any applicable provisions of KRS Chapter 45A, and applicable Federal and CABINET guidelines.

All charges under this AGREEMENT shall be supported by properly documented invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. The CABINET or FHWA may require additional documentation at their discretion.

All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this AGREEMENT shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents. The SUBRECIPIENT shall permit the CABINET and/or the FHWA to conduct periodic site visits to ascertain compliance with Federal and State regulations, and shall permit the CABINET and auditors to access the SUBRECIPIENT's records and financial statements for the CABINET to fulfill its monitoring requirements.

The SUBRECIPIENT shall retain all records for a period of three (3) years from the date of project closure in FMIS, if applicable, or if not applicable, for a period of three (3) years from the date of submission of the final expenditure report, defined as the final invoice and accompanying backup documentation, pursuant to 2 CFR §200.333.

Section 10 shall be amended to read:

Section 10. Non-Discrimination and Equal Employment Opportunity The SUBRECIPIENT shall comply with all non-discriminatory requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252, the "Act") and all applicable Federal and State requirements, including Executive Orders. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, veteran status, or disability. The SUBRECIPIENT further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable Federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The SUBRECIPIENT agrees to provide, upon request,

needed reasonable accommodations. The SUBRECIPIENT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age, veteran status, or disability. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the SUBRECIPIENT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The SUBRECIPIENT shall, for the length of the AGREEMENT or at the point at which the AGREEMENT is covered by the Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to its employment practices and work sites by the CABINET to ascertain compliance with the Act.

IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives:

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET**

MAYOR

**SECRETARY, TRANSPORTATION
CABINET**

DATE: _____

DATE: _____

APPROVED AS TO FORM & LEGALITY

**OFFICE OF LEGAL SERVICES
TRANSPORTATION CABINET**

DATE: _____

Last updated: March 4, 2026