

United States Department of the Interior

U.S. GEOLOGICAL SURVEY Ohio-Kentucky-Indiana Water Science Center

OHIO 6460 Busch Boulevard, Suite 100 Columbus, Ohio 43229-1737 KENTUCKY 9818 Bluegrass Parkway Louisville, Kentucky 40299-1906

INDIANA 5957 Lakeside Boulevard Indianapolis, Indiana 46278-1996

February 7, 2018

Gregory Lubeck Engineering Section Manager Lexington-Fayette Urban County 101 E. Vine St. 4th Floor Lexington, KY 40507

Dear Mr. Lubeck,

Enclosed are two signed originals of our standard joint-funding agreement 18EMNF0000129 for the operation and maintenance of multiple streamgages (described in the attachment), during the period July 1, 2018 through June 30, 2019 in the amount of \$118,450 from your agency. U.S. Geological Survey contributions for this agreement are \$54,500 for a combined total of \$172,950. Please sign and return one fully-executed original to Tonja Clark at the Indianapolis address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **July 1, 2018**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jeffrey Woods by phone number (317) 600-2762 or email jwoods@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Tonja Clark at phone number (317) 600-2723 or email at trclark@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. The U.S. Geological Survey appreciates the opportunity to work with Lexington-Fayette Urban County and looks forward to continuing the relationship in future fiscal years.

Sincerely,

MICHAEL Digitally signed by MICHAEL GRIFFIN Date: 2018.02.07 09:53:20 -05'00'

Michael Griffin Director

Enc.: 18EMNF0000129 (2)

Form 9-1366 (April 2015) U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 18EMNF0000129 Customer#: 6000001402 Project #: NF00GWQ TIN #: 61-0858140 USGS DUNS #: 949289961

Fixed Cost Agreement YES[X]NO[]

THIS AGREEMENT is entered into as of the July 1, 2018, by the U.S. GEOLOGICAL SURVEY, OKI Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Lexington-Fayette Urban County party of the second part.

- 1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation and maintenance of multiple streamgages (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.
- 2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

(a) \$54,500 by the party of the first part during the period July 1, 2018 to June 30, 2019

(b) \$118,450 by the party of the second part during the period July 1, 2018 to June 30, 2019

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
- 3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
- 4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
- 5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
- 6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request; be furnished by the party of the first part; at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).

Form 9-1366 (April 2015)

U.S. Department of the Interior U.S. Geological Survey **Joint Funding Agreement FOR**

Water Resource Investigations

Agreement#: 18EMNF0000129 Customer#: 6000001402 Project #: NF00GWQ TIN #: 61-0858140 USGS DUNS #: 949289961

USGS Technical Point of Contact

Name: Jeffrey Woods

Supervisory Hydrologist

Address: 5957 Lakeside Blvd.

Indianapolis, IN 46278

Telephone:

(317) 600-2762 (317) 290-3313

Fax: Email:

jwoods@usgs.gov

Customer Technical Point of Contact

Name: Gregory Lubeck

Engineering Section Manager

101 E. Vine St. 4th Floor Lexington, KY 40507

Telephone: (859) 258-3446 Fax:

(859) 425-2461

Email:

Address:

glubeck@lexingtonky.gov

USGS Billing Point of Contact

Name:

Tonia Clark

Administrative Officer

Address:

5957 Lakeside Blvd.

Indianapolis, IN 46278

Telephone:

(317) 600-2723 (317) 290-3313

Fax: Email:

trclark@usgs.gov

Customer Billing Point of Contact

Name:

Gregory Lubeck

Engineering Section Manager

Address:

101 E. Vine St. 4th Floor Lexington, KY 40507

Telephone:

(859) 258-3446

Fax:

(859) 425-2461

Email:

Title:

glubeck@lexingtonky.gov

U.S. Geological Survey **United States** Department of Interior

Lexington-Fayette Urban County

Signatures

Signature

Date: Feb 7, 2018

MICHAEL Digitally signed by MICHAEL GRIFFIN Date: 2018.02.07 GRIFFIN 09:54:17 -05'00'

Name: Michael Griffin

Title: Director

Name: Title:	Date:Date:		
By Name: Title:			
By Name:	Date:		