

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001402
Agreement #: 19NFJFA00000129
Project #: NF00GWQ
TIN #: 61-0858140

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the July 1, 2019, 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, 2019 to June 30, 2020
- (b) \$118,450 by the party of the second part during the period July 1, 2019 to June 30, 2020
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0
Description of the USGS regional/national program: N/A
- (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. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

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9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jeff Woods
Supervisory Hydrologist
Address: 5957 Lakeside Blvd.
Indianapolis, IN 46278
Telephone: (317) 600-2762
Fax: (317) 290-3313
Email: jwoods@usgs.gov

Customer Technical 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: glubeck@lexingtonky.gov

USGS Billing Point of Contact

Name: Damon Williams
Budget Analyst
Address: 5957 Lakeside Blvd.
Indianapolis, IN 46278
Telephone: (317) 600-2774
Fax: (317) 290-3313
Email: dlwilliams@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: glubeck@lexingtonky.gov

U.S. Geological Survey
United States
Department of Interior

Lexington-Fayette Urban County

Signature

Signatures

By MICHAEL GRIFFIN  Date: 04/25/2019
Name: Michael Griffin
Title: Director

By *Rinda Gorton* Date: JUN 20 2019
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

Lexington-Fayette Urban County
Attachment for 19NFJFA00000129
7/1/2019 to 6/30/2020

SURFACE WATER								
SITE NUMBER	DESCRIPTION	CODE	NO. UNITS	DIFF FACTOR	USGS FUNDS	CUST. CASH	OTHER FUNDS	TOTAL COST
03284525	E HICKMAN CR TRIB AT CHILESBURG RD NR LEXINGTON, KY Full Range Streamflow Station	QCONT	1	1	\$5,200	\$8,150		\$13,350
				SW Total:				\$13,350
03284533	EAST HICKMAN CR AT TATES CR RD NR EAST HICKMAN, KY Full Range Streamflow Station	QCONT	1	1	\$5,200	\$8,150		\$13,350
				SW Total:				\$13,350
03284552	WEST HICKMAN CR AT VETERANS PARK NR LEXINGTON, KY Full Range Streamflow Station	QCONT	1	1	\$5,200	\$8,150		\$13,350
				SW Total:				\$13,350
03287590	N ELKHORN CR AT WINCHESTER RD NR LEXINGTON, KY Full Range Streamflow Station	QCONT	1	1	\$5,200	\$8,150		\$13,350
				SW Total:				\$13,350
03287600	N ELKHORN CR AT BRYAN STATION RD AT MONTROSE, KY Full Range Streamflow Station	QCONT	1	1	\$5,200	\$8,150		\$13,350
				SW Total:				\$13,350
03288180	CANE RUN CREEK AT CITATION BLVD NR LEXINGTON, KY Full Range Streamflow Station	QCONT	1	1	\$5,200	\$8,150		\$13,350
				SW Total:				\$13,350
03288190	TRIB TO CANE RUN CR AT NEWTOWN PK NR LEXINGTON, KY Full Range Streamflow Station	QCONT	1	1	\$5,200	\$8,150		\$13,350
				SW Total:				\$13,350
03289000	SOUTH ELKHORN CREEK AT FORT SPRING, KY Full Range Streamflow Station	QCONT	1	1	\$5,200	\$8,150		\$13,350
				SW Total:				\$13,350
03289193	WOLF RUN AT OLD FRANKFORT PIKE AT LEXINGTON, KY Full Range Streamflow Station	QCONT	1	1	\$5,200	\$8,150		\$13,350
				SW Total:				\$13,350
03289200	TOWN BRANCH AT YARNALLTON ROAD AT YARNALLTON, KY Full Range Streamflow Station	QCONT	1	1	\$5,200	\$8,150		\$13,350
				SW Total:				\$13,350
SW Grand Total:					\$52,000	\$81,500		\$133,500

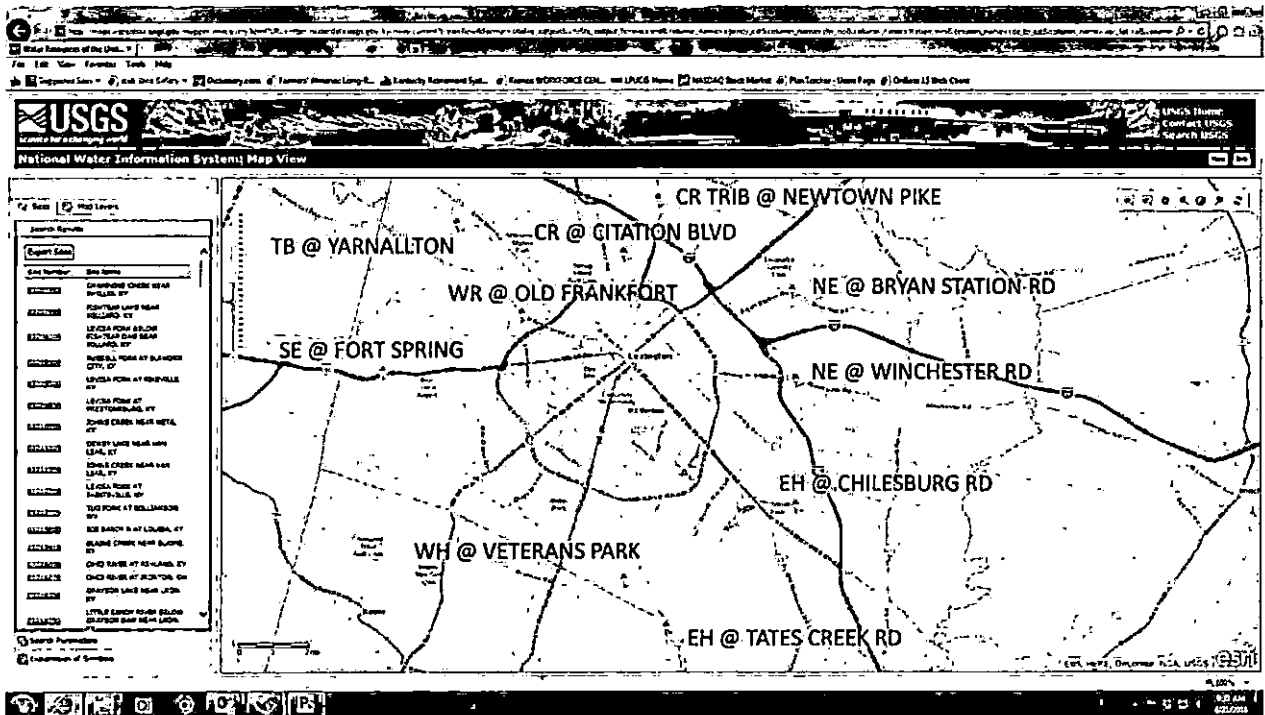
CLIMATE

SITE NUMBER	DESCRIPTION	CODE	NO. UNITS	DIFF FACTOR	USGS FUNDS	CUST. CASH FUNDS	OTHER FUNDS	TOTAL COST
03284525	E HICKMAN CR TRIB AT CHILESBURG RD NR LEXINGTON, KY Precipitation, Continuous	PRECIPCONT	1				\$800	
CLIM Total:								\$800
03284533	EAST HICKMAN CR AT TATES CR RD NR EAST HICKMAN, KY Precipitation, Continuous	PRECIPCONT	1				\$800	
CLIM Total:								\$800
03284552	WEST HICKMAN CR AT VETERANS PARK NR LEXINGTON, KY Precipitation, Continuous	PRECIPCONT	1				\$800	
CLIM Total:								\$800
03287590	N ELKHORN CR AT WINCHESTER RD NR LEXINGTON, KY Precipitation, Continuous	PRECIPCONT	1				\$800	
CLIM Total:								\$800
03287600	N ELKHORN CR AT BRYAN STATION RD AT MONTROSE, KY Precipitation, Continuous	PRECIPCONT	1				\$800	
CLIM Total:								\$800
03288180	CANE RUN CREEK AT CITATION BLVD NR LEXINGTON, KY Precipitation, Continuous	PRECIPCONT	1				\$800	
CLIM Total:								\$800
03289000	SOUTH ELKHORN CREEK AT FORT SPRING, KY Precipitation, Continuous	PRECIPCONT	1				\$800	
CLIM Total:								\$800
03289200	TOWN BRANCH AT YARNALLTON ROAD AT YARNALLTON, KY Precipitation, Continuous	PRECIPCONT	1				\$800	
CLIM Total:								\$800
380249084295001	DOWNTOWN LEX. @ LFUGG BLDG ON E MAIN ST @ LEX., KY Precipitation, Continuous	PRECIPCONT	1	1	\$2,500	\$4,000		
CLIM Total:								\$6,500
CLIM Grand Total:					\$2,500	\$10,400		\$12,900

SITE NUMBER	DESCRIPTION	CODE	NO. UNITS	DIFF FACTOR	USGS FUNDS	CUST. CASH	OTHER FUNDS	TOTAL COST
03284533	EAST HICKMAN CR AT TATES CR RD NR EAST HICKMAN, KY Water Quality, Continuous	WQCONT	1	1		\$26,550		
					WQ Total:			\$26,550
					WQ Grand Total:		\$26,550	\$26,550

SUMMARY FOR 19NFJFA00000129				
Lexington-Fayette Urban County				
TYPE	USGS FUNDS	CUST. CASH	OTHER FUNDS	TOTAL COST
SURFACE WATER (SW)	\$52,000	\$81,500		\$133,500
CLIMATE (CLIM)	\$2,500	\$10,400		\$12,900
(WQ)		\$26,550		\$26,550
GRAND TOTAL	\$54,500	\$118,450		\$172,950

USGS STREAMFLOW GAGE LOCATIONS





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

April 25, 2019

Mr. 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 19NFJFA00000129 for the operation and maintenance of multiple streamgages (per attachment), during the period July 1, 2019 through June 30, 2020 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 Damon Williams 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, 2019**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jeff 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 Damon Williams at phone number (317) 600-2774 or email at dlwilliams@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 the Lexington-Fayette Urban County and looks forward to continuing the relationship in future fiscal years.

Sincerely,

MICHAEL GRIFFIN
Digitally signed by
MICHAEL GRIFFIN
Date: 2019.04.29
10:44:49 -04'00'

Michael Griffin
Director

Enclosure
19NFJFA00000129 (2)

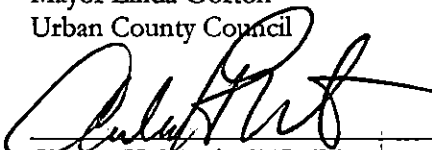
MAYOR LINDA GORTON



LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM : 
Charles H. Martin, P.E., Director
Division of Water Quality

DATE: May 13, 2019

SUBJECT: USGS Gauge Network Agreement

Request

The purpose of this memorandum is to request approval of an agreement between the Lexington-Fayette Urban County Government (LFUCG) and the United States Geological Survey (USGS) for the continued operation and maintenance of existing stream flow and rain gauges. These gauges were installed in 1997 by the USGS, and this agreement will assure necessary maintenance for the period July 1, 2019 through June 30, 2020.

Purpose of Request

The USGS will provide complete maintenance and collect all data. Any station that fails to operate or is damaged will be repaired by USGS at no additional cost to LFUCG. Each station will be checked and calibrated monthly by USGS. All data is retrieved via satellite and is made available to us. The data collected by the gage network is used by LFUCG and others for MS4, Stormwater, and other activities. The water quality data will be collected in the East Hickman watershed in FY 2020.

Project Cost in FY20 and in Future Budget Years

Funding for this year's agreement for \$118,450.00 is fully budgeted in 4051-303204-3363-71205.

Are Funds Budgeted

Funds have been requested in the FY 2020 budget.

Martin/Albright

