



Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS

Jim Gray
Mayor

Charles Martin, P.E.
Acting Commissioner

To: Jim Gray, Mayor
Urban County Council

From: Gregory S. Lubeck, P.E., CFM
Engineering Section Manager

Date: May 20, 2014

RE: USGS Gage Network Agreement

With this memorandum is an agreement between the Lexington-Fayette Urban County Government and the United States Geological Survey 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, 2014 through June 30, 2015.

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 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. This program is ongoing and will require annual funding for proper performance. Funding for this year's agreement for \$108,480.00 is included in the proposed budget in 4052-303204-3363-71205 USGS_GAGE CONSENT_DEC.

The additional amount in this agreement is for the relocation of the water quality parameter monitoring to the Wolf Run creek gage at Old Frankfort Pike. This additional monitoring will result in a full years' data, which will help fulfill a condition of LFUCG's MS4 permit.

Approved by:

Charles Martin, P.E.
Director of Water Quality

C: Cassie Felty
File

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

Customer # 6000001402
Agreement # 14EMNG0000021
Account # GC14NG000010000
TIN # 61-0858140
Fixed Cost: Yes

For
WATER RESOURCES INVESTIGATIONS

THIS AGREEMENT is entered into as of the 1st day of **July 2014** by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **Lexington-Fayette Urban County Government**, the party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation, **the operation and maintenance of gaging station and rainfall network in Fayette County, Kentucky, as shown on Attachment A**, 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) includes In-Kind Services in the amount of \$ 0
 - (a) \$54,473 by the party of the first part during the period
July 1, 2014 to June 30, 2015
 - (b) \$108,480 by the party of the second part during the period
July 1, 2014 to June 30, 2015Total: \$162,953
 - (c) 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.
 - (d) 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 costs, 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 bills using Department of the Interior Bill for Collection (form DI-1040). Billing will be rendered **quarterly**. 0 Percent of the final scheduled payment will be billed upon delivery of the final product. 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).

U.S. GEOLOGICAL SURVEY
UNITED STATES
DEPARTMENT OF THE INTERIOR

LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT

USGS Technical Point of Contact

Name: Michael S. Griffin
Address: USGS, Kentucky Water Science Center
9818 Bluegrass Parkway
Louisville, KY 40299
Phone: 502-493-1913
Fax: 502-493-1909
E-mail: mgriffin@usgs.gov

Technical Point of Contact

Name: Gregory S. Lubeck
Address: 101 East Vine Street, 4th Floor
Lexington, KY 40507
Phone: 859-258-3446
Fax: 859-258-3458
E-mail: glubeck@lfucg.com

Financial Point of Contact

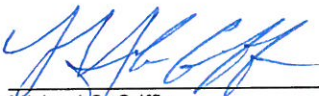
Name: Denise M. Huntsman
Address: USGS, Kentucky Water Science Center
9818 Bluegrass Parkway
Louisville, KY 40299
Phone: 502-493-1901
Fax: 502-493-1909
E-mail: dmpayne@usgs.gov
USGS DUNS # 137395893; CC: GGEMNG00

Financial Point of Contact

Name: Gregory S. Lubeck
Address: 101 East Vine Street, 4th Floor
Lexington, KY 40507
Phone: 859-258-3410
Fax: 859-258-3458
E-mail: glubeck@lfucg.com

Signatures

Signatures

By:  Date: 4-16-11
Name: Michael S. Griffin
Title: Acting Center Director, KY WSC

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

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

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

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

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

(USE REVERSE SIDE IF ADDITIONAL SIGNATURES ARE REQUIRED)

FY 2015 STREAMFLOW GAGING NETWORK
July 1, 2014 - June 30, 2015

LFUCG - U.S. GEOLOGICAL SURVEY

SW Monitoring QW Monitoring Relocate Sonde

380249084295001	Rain gage @ LFUCG Building	5,800		
03284525	East Hickman Creek @ Chilesburg Rd	14,000		
03284533	East Hickman Creek @ Tates Creek Rd	14,000		
03284552	West Hickman Creek @ Veterans Park	14,000		
03287590	North Elkhorn Creek @ Winchester Rd	14,000		
03287600	North Elkhorn Creek @ Bryan Station Rd	14,000		
03288180	Cane Run @ Citation Blvd	14,000		
03288190	Trib to Cane Run at Newtown Pike	13,500		
03289000	South Elkhorn Creek @ Fort Spring	14,000		
03289193	Wolf Run @ Old Frankfort Pike	13,500	27,000	9,000
03289200	Town Branch @ Yarnallton Rd	14,000		
	Sub-total Costs using matching funds	144,800	27,000	9,000
	LFUCG Share	108,480		
	<i>USGS State Share</i>	<i>54,473</i>		
	<i>USGS Federal Share</i>	<i>17,847</i>		
	Total for JFA	180,800		