

Form 9-1366
(April 2015)

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

Agreement#: 16EMNG0000029
Customer#: 6000001402
Project #: NF009SB
TIN #: 61-0858140
USGS DUNS #: 949289961
R-382-2016
Contract # 148-2016

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the July 1, 2016, by the U.S. GEOLOGICAL SURVEY, Indiana-Kentucky 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 Water Resource Investigations (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) \$54,473 by the party of the first part during the period July 1, 2016 to June 30, 2017
- (b) \$116,880 by the party of the second part during the period July 1, 2016 to June 30, 2017
- (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#: 16EMNG0000029
Customer#: 6000001402
Project #: NF009SB
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
Fax: (317) 290-3313
Email: jwoods@usgs.gov

Customer Technical Point of Contact

Name: Gregory Lubeck
Address: 101 E. Vine St. 4th Floor
Lexington, KY 40507
Telephone: (859) 258-3446
Fax:
Email: glubeck@lfucg.com

USGS Billing Point of Contact

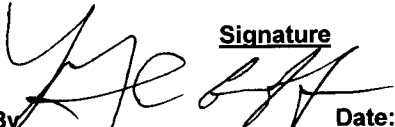
Name: Christopher Johnson
Accounting Technician
Address: 5957 Lakeside Blvd.
Indianapolis, IN 46278
Telephone: (317) 600-2788
Fax:
Email: cwjohnson@usgs.gov

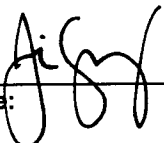
Customer Billing Point of Contact

Name: Gregory Lubeck
Address: 101 E. Vine St. 4th Floor
Lexington, KY 40507
Telephone: (859) 258-3446
Fax:
Email: glubeck@lfucg.com

U.S. Geological Survey
United States
Department of Interior

Lexington-Fayette Urban County

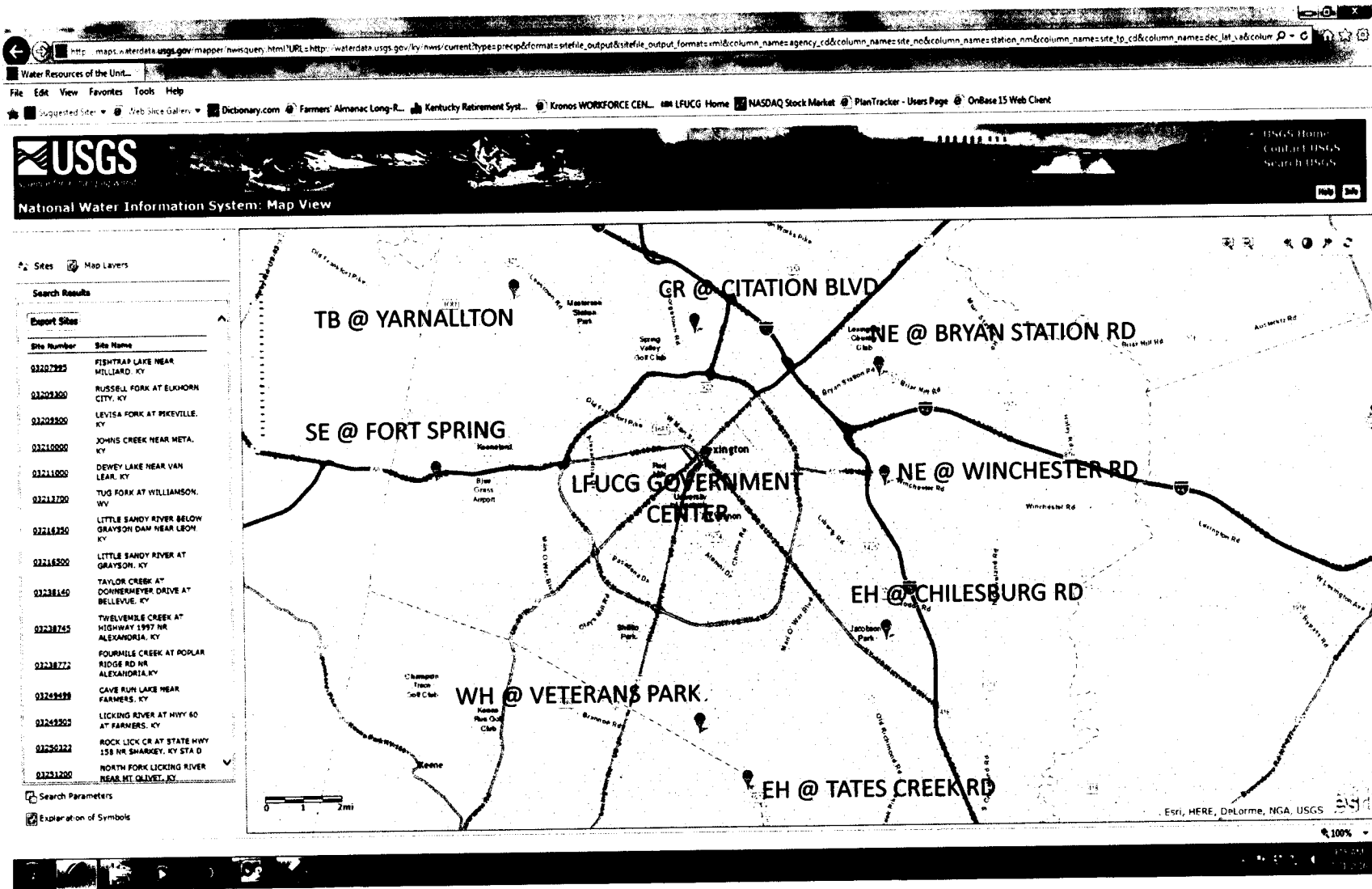

Signature
By _____ Date: Mar 17, 2016
Name: Michael Griffin
Title: Director


Signatures
By _____ Date: June 23, 2016
Name:
Title:

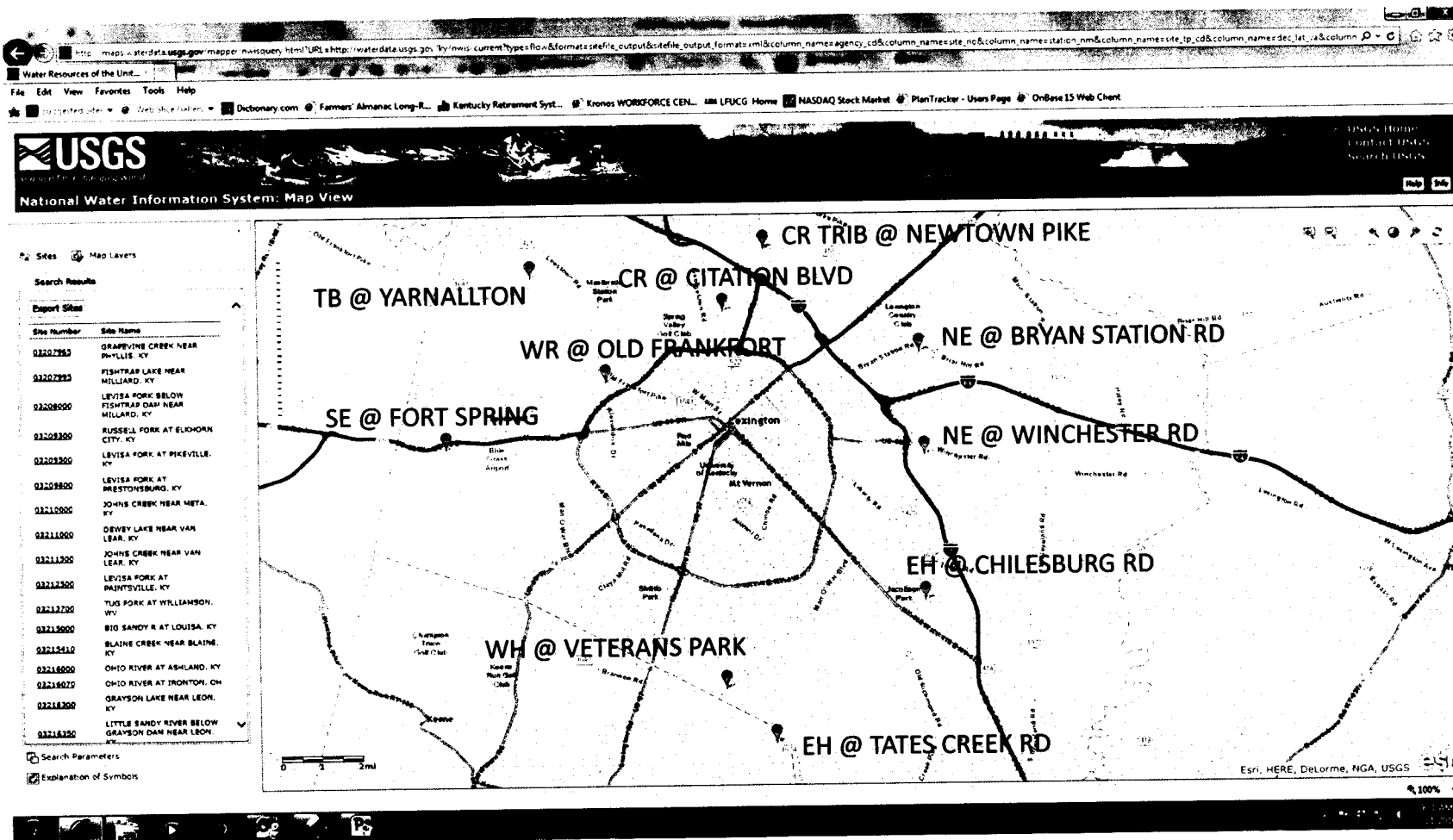
By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

USGS PRECIPITATION GAGE LOCATIONS



USGS STREAMFLOW GAGE LOCATIONS



ORIGINAL



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Indiana-Kentucky Water Science Center
5957 Lakeside Blvd
Indianapolis, IN 46278

March 17, 2016

Gregory Lubeck

Lexington-Fayette Urban County
101 E. Vine St. 4th Floor
Lexington, KY 40507

Dear Mr. Lubeck,

Greg

Enclosed are two signed originals of our standard joint-funding agreement for the project(s) Indiana-Kentucky Water Science Center Water Resources Investigations, during the period July 1, 2016 through June 30, 2017 in the amount of \$116,880 cash from your agency. U.S. Geological Survey contributions for this agreement are \$54,473 for a combined total of \$171,353. Please sign and return one fully-executed original to Christopher Johnson at the 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, 2016**. 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 Christopher Johnson at phone number (317) 600-2788 or email at cwjohnson@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

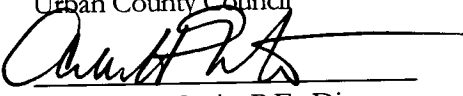
Sincerely,

Michael Griffin
Director

Enc.: 16EMNG0000029(2)



TO: Mayor Jim Gray
Urban County Council

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

DATE: May 23, 2016

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. The eleven gauges were first installed in 1997 by the USGS, and this agreement will assure necessary maintenance for the period of July 1, 2016 through June 30, 2017.

The USGS will provide complete maintenance and collect all the data. Any station that fails to operate or is damaged will be repaired by the USGS at no cost to LFUCG. Each station will be checked and calibrated monthly by the USGS. All data is retrieved via satellite and is made available to LFUCG.

Purpose of Request

The data collected by the gauge network is used by LFUCG for stormwater program activities. The water quality data will be collected in the Wolf Run Watershed in FY 2017.

Project Cost in FY 2016 and in Future Budget Years

Funding for this year's agreement for \$116,800 is fully budgeted, and funds have also been requested in the FY 2017 budget to continue this on-going initiative.

Are Funds Budgeted

Funds are budgeted and available in the following account:
4052-303204-3363-71205 USGS_GAGE CONSENT_DECREE

Martin/Hoskins-Squier

