

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.)

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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
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: Tonja Clark
Administrative Officer
Address: 5957 Lakeside Blvd.
Indianapolis, IN 46278
Telephone: (317) 600-2723
Fax: (317) 290-3313
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: glubeck@lexingtonky.gov

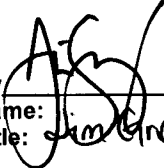
U.S. Geological Survey
United States
Department of Interior

Lexington-Fayette Urban County

Signature

By **MICHAEL GRIFFIN**
Digitally signed by
MICHAEL GRIFFIN
Date: 2018.02.07
09:54:17 -05'00'
Date: Feb 7, 2018
Name: Michael Griffin
Title: Director

Signatures

By  Date: July 3, 2018
Name: Jim Gray
Title: Mayor

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

Lexington-Fayette Urban County
Attachment for 18EMNF0000129
7/1/2018 to 6/30/2019

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		
				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		
				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		
				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		
				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		
				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		
				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		
				SW Total:				\$13,350
03289000	SOUTH ELKHORN CREEK AT FORT SPRING, KY Full Range Streamflow Station	QCONT	1	1	\$5,200	\$8,150		
				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		
				SW Total:				\$13,350
03289200	TOWN BRANCH AT YARNALLTON ROAD AT YARNALLTON, KY Full Range Streamflow Station	QCONT	1	1	\$5,200	\$8,150		
				SW Total:				\$13,350
SW Grand Total:					\$52,000	\$81,500		\$133,500

SITE NUMBER	DESCRIPTION	CODE	NO. UNITS	DIFF FACTOR	USGS FUNDS	CUST. CASH	OTHER FUNDS	TOTAL COST
03284552	WEST HICKMAN CR AT VETERANS PARK NR LEXINGTON, KY Water quality, Continuous	WQCONT	1	1		\$26,550		
				WQ Total:				\$26,550
				WQ Grand Total:		\$26,550		\$26,550

CLIMATE

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 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. @ LFUCG 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

SUMMARY FOR 18EMNF0000129				
Lexington-Fayette Urban County				
TYPE	USGS FUNDS	CUST. CASH	OTHER FUNDS	TOTAL COST
SURFACE WATER (SW)	\$52,000	\$81,500		\$133,500
(WQ)		\$26,550		\$26,550
CLIMATE (CLIM)	\$2,500	\$10,400		\$12,900
GRAND TOTAL	\$54,500	\$118,450		\$172,950

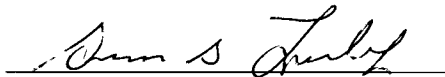
MAYOR JIM GRAY



LEXINGTON

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

TO: Council Clerk Office

FROM : 

Gregory S. Lubeck, PE, CFM, Stormwater Section Manager

Division of Water Quality

DATE: July 9, 2018

SUBJECT: USGS Gauge Network Agreement

Please find the following documents enclosed with this memorandum:

- Resolution 418-2018, which authorizes execution of the Joint Funding Agreement (JFA) with the United States Geological Survey for continued operation and maintenance of the stream and precipitation gage network in Fayette County for Fiscal Year 2019.
- Two original signature copies of the JFA for execution.

Please return one executed copy to me.

If you have any questions, please contact me at 258-3446.

File

Enc.

