



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, 2024

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

Dear Mr. Lubeck:

Enclosed is our standard joint-funding agreement 24NFJFA00000129 between the U.S. Geological Survey OKI Water Science Center and Lexington-Fayette Urban County for the operation and maintenance of multiple streamgages (see attached), during the period July 1, 2024 through June 30, 2025 in the amount of \$123,000 from your agency. U.S. Geological Survey contributions for this agreement are \$54,500 for a combined total of \$177,500. Please sign and return one fully-executed original to Nathan Wood at ncwood@usgs.gov or mail to the address above.

You will notice that the contribution for this year's JFA has increased for the first time in eight years. We have done everything within our means to maintain the lowest costs possible for our cooperators but are now at a point where we must request a modest increase for this coming year to offset the current higher cost of goods and services. If you have any questions or concerns related to the increase, please contact Jeff Woods (317-430-3086; jwoods@usgs.gov).

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **July 1, 2024**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jeffrey Woods at (317) 430-3086 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 Nathan Wood at phone number (571) 386-7644 or ncwood@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,

**JEFFREY
FREY**

Jeffrey Frey
Director

Digitally signed
by JEFFREY FREY
Date: 2024.04.25
09:39:15 -04'00'

Enclosure
24NFJFA00000129

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 #: 24NFJFA00000129
Project #: NF00GWQ
TIN #: 61-0858140

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the July 1, 2024, 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 for negotiated deliverables (see attached), 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, 2024 to June 30, 2025
- (b) \$123,000 by the party of the second part during the period July 1, 2024 to June 30, 2025
- (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:

- (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://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

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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: Jeffrey Woods
Supervisory Hydrologist
Address: 5957 Lakeside Blvd.
Indianapolis, IN 46278
Telephone: (317) 430-3086
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: Nathan Wood
Budget Analyst
Address: 5957 Lakeside Blvd.
Indianapolis, IN 46278
Telephone: (571) 386-7644
Fax: (317) 290-3313
Email: ncwood@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

JEFFREY
By FREY
Name: Jeffrey Frey
Title: Director
Digitally signed by
JEFFREY FREY
Date: 2024.04.25
09:40:07 -04'00' Date: 4/25/2024

Signatures

By Linda Gordon Date: 6/26/2024
Name: Linda Gordon
Title: manor

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

Lexington-Fayette Urban County
Attachment for 24NFJFA00000129
2024-07-01 to 2025-06-30

SURFACE WATER

SITE Collection Description	FUNDS		
	USGS	COOP	TOTAL
03284525 E HICKMAN CR TRIB AT CHILESBURG RD NR LEXINGTON, KY Full Range Streamflow Station	\$5,200	\$8,400	\$13,600
03284533 EAST HICKMAN CR AT TATES CR RD NR EAST HICKMAN, KY Full Range Streamflow Station	\$5,200	\$8,400	\$13,600
03284552 WEST HICKMAN CR AT VETERANS PARK NR LEXINGTON, KY Full Range Streamflow Station	\$5,200	\$8,400	\$13,600
03287590 N ELKHORN CR AT WINCHESTER RD NR LEXINGTON, KY Full Range Streamflow Station	\$5,200	\$8,400	\$13,600
03287600 N ELKHORN CR AT BRYAN STATION RD AT MONTROSE, KY Full Range Streamflow Station	\$5,200	\$8,400	\$13,600
03288180 CANE RUN CREEK AT CITATION BLVD NR LEXINGTON, KY Full Range Streamflow Station	\$5,200	\$8,400	\$13,600
03288190 TRIB TO CANE RUN CR AT NEWTOWN PK NR LEXINGTON, KY Full Range Streamflow Station	\$5,200	\$8,400	\$13,600
03289000 SOUTH ELKHORN CREEK AT FORT SPRING, KY Full Range Streamflow Station	\$5,200	\$8,400	\$13,600
03289193 WOLF RUN AT OLD FRANKFORT PIKE AT LEXINGTON, KY Full Range Streamflow Station	\$5,200	\$8,400	\$13,600
03289200 TOWN BRANCH AT YARNALLTON ROAD AT YARNALLTON, KY Full Range Streamflow Station	\$5,200	\$8,400	\$13,600
Total:			\$52,000 \$84,000 \$136,000

CLIMATE

SITE	Collection Description	FUNDS		
		USGS	COOP	TOTAL
03284525	E HICKMAN CR TRIB AT CHILESBURG RD NR LEXINGTON, KY Precipitation, Continuous		\$1,000	\$1,000
03284533	EAST HICKMAN CR AT TATES CR RD NR EAST HICKMAN, KY Precipitation, Continuous		\$1,000	\$1,000
03284552	WEST HICKMAN CR AT VETERANS PARK NR LEXINGTON, KY Precipitation, Continuous		\$1,000	\$1,000
03287590	N ELKHORN CR AT WINCHESTER RD NR LEXINGTON, KY Precipitation, Continuous		\$1,000	\$1,000
03287600	N ELKHORN CR AT BRYAN STATION RD AT MONTROSE, KY Precipitation, Continuous		\$1,000	\$1,000
03288180	CANE RUN CREEK AT CITATION BLVD NR LEXINGTON, KY Precipitation, Continuous		\$1,000	\$1,000
03289000	SOUTH ELKHORN CREEK AT FORT SPRING, KY Precipitation, Continuous		\$1,000	\$1,000
03289200	TOWN BRANCH AT YARNALLTON ROAD AT YARNALLTON, KY Precipitation, Continuous		\$1,000	\$1,000
380249084295001	DOWNTOWN LEX. @ LFUCG BLDG ON E MAIN ST @ LEX., KY Precipitation, Continuous	\$2,500	\$4,000	\$6,500
Total:		\$2,500	\$12,000	\$14,500

WATER QUALITY

SITE	Collection Description	FUNDS		
		USGS	COOP	TOTAL
03287600	N ELKHORN CR AT BRYAN STATION RD AT MONTROSE, KY Water Quality, Continuous		\$27,000	\$27,000
		Total:	\$27,000	\$27,000
		GRAND TOTAL:		\$177,500