

**Lee County Board Of County Commissioners**  
**Agenda Item Summary**

Blue Sheet No. 20031491

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Execute Joint Funding Agreement #04E0FL208013 with the U.S. Geological Survey for Water Resource Investigations for the period of October 1, 2003 through September 30, 2004. The total project cost for the Cooperative Data Collection Program is \$106,238.00. The U.S. Geological Survey is providing \$45,883.00 and Lee County's cooperative share totals \$60,355.00. Funding is available in the FY03/04 budget.

**WHY ACTION IS NECESSARY:** Board approval is required for all contracts and agreements.

**WHAT ACTION ACCOMPLISHES:** Provides mechanism to continue cooperative work with U.S. Geological Survey and Lee County which provides critical data for hydrologic modeling and assessment of flood conditions.

**2. DEPARTMENTAL CATEGORY:**  
**COMMISSION DISTRICT #:** C-W

**C8A**

**3. MEETING DATE:** 01-13-2004

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**  
 (Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER Agreement

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
- B. DEPARTMENT Public Works
- C. DIVISION Natural Resources
- BY: Roland E. Ottolini, P.E.

**7. BACKGROUND:**

Lee County has entered into an agreement with the U.S. Geological Survey on a yearly basis for joint funding of a water resources investigation program. The program includes reading of continuous stage recorders and groundwater levels in several Lee County watersheds including Gator Slough, Imperial River, Estero River, Six Mile Cypress Creek, Spring Creek, Ten Mile Canal and Whiskey Creek. The data obtained from this program are necessary for the proper calibration of the computer models developed as part of the Lee County Surface Water Management Master Plan.

Funds are available in Account No. OC5379014600.503190 (Natural Resources – Surface Water Management – Other Professional Services) for Fiscal Year 2003/2004.

Attachments: Two originals of U.S. Geological Survey Agreement 04E0FL208013.

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>J. J. J. 12-23-03</i>	<i>[Signature]</i>	N/A	N/A	<i>K. K. 12/23/03</i>	<i>12/23/03</i>	<i>12/23/03</i>	<i>12/23/03</i>	<i>12/23/03</i>	<i>[Signature] 12-23-03</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
 Date: 12/23/03  
 Time: 11:25  
 Forwarded To:  
 Co. Admin  
 12/23/03

RECEIVED BY  
 COUNTY ADMIN: PM  
 12/23/03  
 12:30 P  
 COUNTY ADMIN  
 FORWARDED TO:  
 12/24/03

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

Customer #: FL022  
Agreement #: 04E0FL208013  
Project #: 2080-00100  
TIN #: 59-6000702  
Fixed Cost Agreement Yes

FOR  
WATER RESOURCES DIVISION

THIS AGREEMENT is entered into as of the 1st day of **October, 2003**, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **LEE COUNTY**, 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 **AN INVESTIGATION OF WATER RESOURCES** herein called the program.
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
  - (a) **\$45,883.00** by the party of the first part during the period  
**October 01, 2003** to **September 30, 2004**
  - (b) **\$60,355.00** by the party of the second part during the period  
**October 01, 2003** to **September 30, 2004**
  - (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.
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. Billing for this agreement will 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).

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

LEE COUNTY

By: *Maria M. Irizarry* Date *December 18, 2003*  
Title *Maria M. Irizarry, Deputy Director*

By: \_\_\_\_\_ Date \_\_\_\_\_  
By: \_\_\_\_\_ Date \_\_\_\_\_  
By: \_\_\_\_\_ Date \_\_\_\_\_

(USE REVERSE SIDE IF ADDITIONAL SIGNATURES ARE REQUIRED)

**Proposed FY 2004 Hydrologic Data Collection**

Type	Activity	USGS ID	Site Name	Program cost	Comp	USGS	Cooperator
SW	DCP	264437081550100	GATOR SLOUGH AT US41 NEAR FT MYERS FL	\$2,676.96	Annual	\$1,156	\$1,521
SW	FLO-WL/CON	264437081550100	GATOR SLOUGH AT US41 NEAR FT MYERS FL	\$10,602.80	Annual	\$4,579	\$6,024
SW	DCP	02291500	IMPERIAL RIVER NEAR BONITA SPRINGS, FL	\$2,676.96	Annual	\$1,156	\$1,521
SW	FLO-WL/CON	02291500	IMPERIAL RIVER NEAR BONITA SPRINGS, FL	\$10,602.80	Annual	\$4,579	\$6,024
SW	DCP	02291580	NORTH BRANCH ESTERO RIVER AT ESTERO, FL	\$2,676.96	Annual	\$1,156	\$1,521
SW	FLO-WL/CON	02291580	NORTH BRANCH ESTERO RIVER AT ESTERO, FL	\$10,602.80	Annual	\$4,579	\$6,024
SW	DCP	02291669	SIXMILE CYPRESS CREEK NORTH FORT MYERS,	\$2,676.96	Annual	\$1,156	\$1,521
SW	FLO-WL/CON	02291669	SIXMILE CYPRESS CREEK NORTH FORT MYERS,	\$10,602.80	Annual	\$4,579	\$6,024
SW	DCP	02291597	SOUTH BRANCH ESTERO RIVER AT ESTERO, FL	\$2,676.96	Annual	\$1,156	\$1,521
SW	FLO-WL/CON	02291597	SOUTH BRANCH ESTERO RIVER AT ESTERO, FL	\$10,602.80	Annual	\$4,579	\$6,024
SW	DCP	02291524	SPRING CREEK HEADWATER NEAR BONITA	\$2,676.96	Annual	\$1,156	\$1,521
SW	FLO-WL/CON	02291524	SPRING CREEK HEADWATER NEAR BONITA	\$10,602.80	Annual	\$4,579	\$6,024
SW	DCP	02291673	TENMILE CANAL AT CONTROL NEAR ESTERO,	\$2,676.96	Annual	\$1,156	\$1,521
SW	FLO-WL/CON	02291673	TENMILE CANAL AT CONTROL NEAR ESTERO,	\$10,602.80	Annual	\$4,579	\$6,024
SW	DCP	02293230	WHISKEY CREEK AT FT. MYERS, FL	\$2,676.96	Annual	\$1,156	\$1,521
SW	FLO-WL/CON	02293230	WHISKEY CREEK AT FT. MYERS, FL	\$10,602.80	Annual	\$4,579	\$6,024

U.S. Department of the Interior  
U.S. Geological Survey  
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U.S. GEOLOGICAL SURVEY  
UNITED STATES  
DEPARTMENT OF THE INTERIOR

LEE COUNTY

By: \_\_\_\_\_ Date \_\_\_\_\_

By: *Maria M. Irizarry* Date *December 18, 2003*  
Title **Maria M. Irizarry, Deputy Director**

By: \_\_\_\_\_ Date \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

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