

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

Blue Sheet No. 20051789

1. ACTION REQUESTED/PURPOSE: Execute Joint Funding Agreement No. 06E0FL208014 with the U.S. Geological Survey for Water Resource Investigations for the period October 1, 2005 through September 30, 2006. The total project cost for the Cooperative Data Collection Program is \$150,795. The U.S. Geological Survey is providing \$65,091 and Lee County's cooperative share totals \$85,704. Funds are available in the Surface Water operating budget.

2. 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.

3. MANAGEMENT RECOMMENDATION: Staff recommends approval.

4. Departmental Category: 08

C8A

5. Meeting Date: **1-10-2005**

6. Agenda:	7. Requirement/Purpose: (specify)
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Statute
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code
<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other
<input type="checkbox"/> Walk-On	<input type="checkbox"/> Agreement

8. Request Initiated:
Commissioner _____
Department <u>Public Works</u>
Division <u>Natural Resources</u>
By: <u>Roland E. Ottolini, P.E.</u>

9. 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 since 1973. The program includes reading of continuous stage recorders and ground- water levels in several Lee County watersheds including Gator Slough, Imperial River, Estero River, Six Mile Cypress Creek, Spring Creek, Ten Mile Canal, Whiskey Creek and Briarcliff Ditch. 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 Surface Water operating budget OC5379014600.

Attachments: Two originals of U.S. Geological Survey Agreement No. 06E0FL208014

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>[Signature]</i>	<i>[Signature]</i>	N/A	N/A	<i>[Signature]</i>	Analyst	Risk	Grants	Mgr.	<i>[Signature]</i>
					<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

- Approved**
- Deferred**
- Denied**
- Other**

RECEIVED BY COUNTY ADMIN:
12-15-05
8:45
COUNTY ADMIN FORWARDED TO:
<i>[Signature]</i>
12-15-05
12:30pm

Rec. by CoAtty
Date <i>[Signature]</i>
Time <i>[Signature]</i>
Forwarded To:
Co. Mgr.
12-15-05

Proposed FY 2006 Hydrologic Data Collection Program

Type	Activity	USGS ID	Site Name	Program cost	Comp	USGS	Cooperator
SW	DCP	02291710	BRIARCLIFF DITCH AT MOUTH NEAR ESTERO, FL	\$2,951.08	Annual	\$1,273.839	\$1,677.242
SW	FLO/SL-LEE/CON	02291710	BRIARCLIFF DITCH AT MOUTH NEAR ESTERO, FL	\$16,107.76	Annual	\$6,952.940	\$9,154.819
SW	DCP	02293261	GATOR SLOUGH AT US41 NEAR FT MYERS FL	\$2,951.08	Annual	\$1,273.839	\$1,677.242
SW	FLO-WL/CON	02293261	GATOR SLOUGH AT US41 NEAR FT MYERS FL	\$11,688.53	Annual	\$5,045.371	\$6,643.155
SW	DCP	02291500	IMPERIAL RIVER NEAR BONITA SPRINGS, FL	\$2,951.08	Annual	\$1,273.839	\$1,677.242
SW	FLO-WL/CON	02291500	IMPERIAL RIVER NEAR BONITA SPRINGS, FL	\$11,688.53	Annual	\$5,045.371	\$6,643.155
SW	DCP	02291580	NORTH BRANCH ESTERO RIVER AT ESTERO, FL	\$2,951.08	Annual	\$1,273.839	\$1,677.242
SW	FLO-WL/CON	02291580	NORTH BRANCH ESTERO RIVER AT ESTERO, FL	\$11,688.53	Annual	\$5,045.371	\$6,643.155
SW	DCP	02291669	SIXMILE CYPRESS CREEK NORTH FORT MYERS, FL	\$2,951.08	Annual	\$1,273.839	\$1,677.242
SW	FLO-WL/CON	02291669	SIXMILE CYPRESS CREEK NORTH FORT MYERS, FL	\$11,688.53	Annual	\$5,045.371	\$6,643.155
SW	DCP	02291597	SOUTH BRANCH ESTERO RIVER AT ESTERO, FL	\$2,951.08	Annual	\$1,273.839	\$1,677.242
SW	FLO-WL/CON	02291597	SOUTH BRANCH ESTERO RIVER AT ESTERO, FL	\$11,688.53	Annual	\$5,045.371	\$6,643.155
SW	DCP	02291524	SPRING CREEK HEADWATER NEAR BONITA SPRINGS, FL	\$2,951.08	Annual	\$1,273.839	\$1,677.242
SW	FLO-WL/CON	02291524	SPRING CREEK HEADWATER NEAR BONITA SPRINGS, FL	\$11,688.53	Annual	\$5,045.371	\$6,643.155
SW	DCP	02291673	TENMILE CANAL AT CONTROL NEAR ESTERO, FL	\$2,951.08	Annual	\$1,273.839	\$1,677.242
SW	FLO/SL-LEE/CON	02291673	TENMILE CANAL AT CONTROL NEAR ESTERO, FL	\$14,619.52	Annual	\$6,310.539	\$8,308.981
SW	FLO-WL/CON	02291673	TENMILE CANAL AT CONTROL NEAR ESTERO, FL	\$11,688.53	Annual	\$5,045.371	\$6,643.155
SW	DCP	02293230	WHISKEY CREEK AT FT. MYERS, FL	\$2,951.08	Annual	\$1,273.839	\$1,677.242
SW	FLO-WL/CON	02293230	WHISKEY CREEK AT FT. MYERS, FL	\$11,688.53	Annual	\$5,045.371	\$6,643.155

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

Customer #	FL022
Agreement #	08E0FL208014
Project #	6-2060-00100
TIN #	59-6000702
Fixed Cost	0002X Default X Yes No

**For
WATER RESOURCES INVESTIGATIONS**

THIS AGREEMENT is entered into as of the 01 day of October, 2005 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and 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. 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(a) includes In-Kind Services in the amount of \$0.00.
 - (a) \$65,091.00 by the party of the first part during the period
October 01, 2005 to September 30, 2006
 - (b) \$85,704.00 by the party of the second part during the period
October 01, 2005 to September 30, 2006
 - (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. 100 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**

LEE COUNTY

USGS Point of Contact

Name: Jean Happel
Address: 3110 S.W. 9th Avenue
Ft. Lauderdale, FL 33315
Phone: 954/377-5932
Fax: 954/377-5901
E-mail: jhappel@usgs.gov

Point of Contact

Name: Roland Ottolini
Address: 1500 Monroe Street, 3rd Floor
Ft. Myers, FL 33901
Phone: 239/479-8109
Fax: 239/479-8108
E-mail

Signatures

Signatures

:
By: _____ Date: _____ By: _____ Date: _____
Name: Lisa L. Robbins Name: _____
Title: Director, FISC-CWS Title: _____

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

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

(USE REVERSE SIDE IF ADDITIONAL SIGNATURES ARE REQUIRED)

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

Customer #	FL022
Agreement #	06E0FL208014
Project #	6-2080-00100
TIN #	59-6000702
Fixed Cost	0002X Default X Yes No

**For
WATER RESOURCES INVESTIGATIONS**

THIS AGREEMENT is entered into as of the 01 day of October, 2005 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and 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. 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(a) includes In-Kind Services in the amount of \$0.00.
 - (a) \$65,091.00 by the party of the first part during the period
October 01, 2005 to September 30, 2006
 - (b) \$85,704.00 by the party of the second part during the period
October 01, 2005 to September 30, 2006
 - (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. 100 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**

LEE COUNTY

USGS Point of Contact

Name: Jean Happel
Address: 3110 S.W. 9th Avenue
Ft. Lauderdale, FL 33315
Phone: 954/377-5932
Fax: 954/377-5901
E-mail: jhappel@usgs.gov

Point of Contact

Name: Roland Ottolini
Address: 1500 Monroe Street, 3rd Floor
Ft. Myers, FL 33901
Phone: 239/479-8109
Fax: 239/479-8108
E-mail

Signatures

Signatures

:

By: _____	Date: _____	By: _____	Date: _____
Name: <u>Lisa L. Robbins</u>		Name: _____	
Title: <u>Director, FISC-CWS</u>		Title: _____	

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

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

(USE REVERSE SIDE IF ADDITIONAL SIGNATURES ARE REQUIRED)