

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

**Blue Sheet No. 20061407**

**1. ACTION REQUESTED/PURPOSE:** Execute Joint Funding Agreement No. 07E0FL208012 with the U.S. Geological Survey for Water Resource Investigations for the period October 1, 2006 through September 30, 2007. The total project cost for the Cooperative Data Collection Program is \$177,723. The U.S. Geological Survey is providing \$65,091 and Lee County's cooperative share totals \$111,665. Approve transfer from Surface Water Management Reserves in the amount of \$25,665 to cover additional costs for new station at Telegraph Creek in the Natural Resources/Surface Water Management Business Unit, OC5379014600. Funds will be available.

**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 **C8B** **5. Meeting Date:** ~~10/18/06~~ **OCT 31 2006**

<b>6. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b>		<b>8. Request Initiated:</b> <b>Commissioner</b> _____ <b>Department</b> Public Works <b>Division</b> Natural Resources <b>By:</b> <u>Roland E. Ottolini, P.E.</u>
	<input type="checkbox"/> Statute	_____	
	<input type="checkbox"/> Ordinance	_____	
	<input type="checkbox"/> Admin. Code	_____	
	<input checked="" type="checkbox"/> Other	_____	
	<input type="checkbox"/> Agreement	_____	

**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 groundwater levels in several Lee County watersheds including Gator Slough, Imperial River, Estero River, Six Mile Cypress Creek, Spring Creek, Ten Mile Canal, Briarcliff Ditch and Telegraph 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. Meetings between USGS and Natural Resources' staff have determined better programmatic efficiencies can be derived by discontinuing the monitoring at Whiskey Creek and beginning monitoring at Telegraph Creek. One-time installation costs are \$6,095.32.

Funds will be available in Surface Water operating budget OC5379014600. **503190** *SRD*

Attachments: Two originals of U.S. Geological Survey Agreement No. 07E0FL208012  
Surface Water Reserve Transfer

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>Samuel</i> 10-17-06		N/A	N/A	<i>SRD</i> 10/17/06	Analyst <i>SRD</i> 10/18/06	Risk <i>J. J. J.</i>	Grants <i>SRD</i> 10/18/06	Mgr. <i>SRD</i> 10/18/06	<i>Samuel</i> 10-17-06

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

REC'D  
by CO. ATTY.  
10/18/06  
8:50am  
CO. ATTY.  
FORWARDED TO:  
County Admin  
10/18/06 2:19pm

RECEIVED BY  
COUNTY ADMIN: *AD*  
10/18/06  
4:20 PM  
COUNTY ADMIN  
FORWARDED TO:  
10/19/06  
2PM

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Surface Water Management DATE: 10/17/06 BATCH NO.: \_\_\_\_\_

FISCAL YEAR: 06/07 FUND NO.: 14600 DOC. TYPE: YB LEDGER TYPE: BA

TO: Natural Resources Surface Water Management  
(Division Name) (Program Name)

NOTE: Please list the account number below in the following order:  
Business Unit (dept/div, program, fund, subfund); Object Account; Subsidiary; Subledger  
(Example: BB 5120100100.503450)

<u>Account Number</u>	<u>Object Name</u>	<u>DEBIT</u>
OC5379014600.503190	Other Professional Services	\$25,665

TOTAL TO: \$25,665

FROM: Non-Departmental Surface Water Management Reserves  
(Division Name) (Program Name)

<u>Account Number</u>	<u>Object Name</u>	<u>CREDIT</u>
GC5890114600.509910	Reserve for Contingencies	\$25,665

TOTAL FROM: \$25,665

EXPLANATION: Blue Sheet No. 20061407, Additional Funding for USGS Agreement 07EOFL208012.

[Signature] 10/17/06  
DIVISION DIRECTOR SIGNATURE/DATE

[Signature] 10.17.06  
DEPARTMENT HEAD SIGNATURE/DATE

DBO: APPROVAL  DENIAL

[Signature] 10/18/06  
OPS. ANALYST SIGNATURE DATE

OPS. MGR.: APPROVAL  DENIAL

\_\_\_\_\_  
OPS. MGR. SIGNATURE DATE

CO. MGR.: APPROVAL  DENIAL

\_\_\_\_\_  
CO. MANAGER SIGNATURE DATE

BCC APPROVAL DATE: \_\_\_\_\_

\_\_\_\_\_  
BCC CHAIRMAN SIGNATURE

BA. NO. \_\_\_\_\_ AUTH CODE \_\_\_\_\_ TRANS DATE \_\_\_\_\_

Form 9-1366  
(Oct. 2005)

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

Customer #: FL022  
Agreement #: 07E0FL208012  
Project #: 7-2080-00107  
TIN #: 59-6000702  
Fixed Cost Agreement  Yes  No

Page 1 of 2

**FOR  
WATER RESOURCES INVESTIGATION**

THIS AGREEMENT is entered into as of the 01 day of October, 2006, 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. 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) 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, 2006 to September 30, 2007

(b) \$112,632.00 by the party of the second part during the period  
October 01, 2006 to September 30, 2007

(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.

Form 9-1366  
continued

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

Customer #: FL022  
Agreement #: 07E0FL208012  
Project #: 7-2080-00107  
TIN #: 59-6000702

- 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 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).

**U.S. Geological Survey  
United States  
Department of the Interior**

**LEE COUNTY**

**USGS Point of Contact**

**Customer Point of Contact**

Name: Jean Happel  
Address: 3110 S.W. 9th Avenue  
Ft. Lauderdale, FL 33315  
Telephone: 954/377-5932  
Email: jhappel@usgs.gov

Name: Roland Ottolini  
Address: 1500 Monroe Street, 3rd Floor  
Ft. Myers, FL 33901  
Telephone: 239/479-8109  
Email:

**Signatures**

**Signatures**

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: Dr. Barry Rosen  
Title: FISC Director

By \_\_\_\_\_ Date \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date \_\_\_\_\_  
Name:  
Title:

## Proposed 2007 Hydrologic Data Collection Program

Type	Activity	USGS ID	Site Name	Program cost	Comp	USGS	Cooperator
SW	DCP	2291710	BRIARCLIFF DITCH AT MOUTH NEAR ESTERO, FL	\$3,069.12	Annual	\$1,124.07	\$1,795.28
SW	FLO/SL-LEE/CON	2291710	BRIARCLIFF DITCH AT MOUTH NEAR ESTERO, FL	\$16,752.06	Annual	\$6,135.44	\$9,799.12
SW	CONSTRUCTION/2	2293261	GATOR SLOUGH AT US41 NEAR FT MYERS FL <sup>1</sup>	\$4,428.41	one-time	\$1,621.91	\$2,806.50
SW	DCP	2293261	GATOR SLOUGH AT US41 NEAR FT MYERS FL	\$3,069.12	Annual	\$1,124.07	\$1,945.05
SW	FLO-WL/CON	2293261	GATOR SLOUGH AT US41 NEAR FT MYERS FL	\$12,156.06	Annual	\$4,452.16	\$7,703.90
SW	DCP	2291500	IMPERIAL RIVER NEAR BONITA SPRINGS, FL	\$3,069.12	Annual	\$1,124.07	\$1,945.05
SW	FLO-WL/CON	2291500	IMPERIAL RIVER NEAR BONITA SPRINGS, FL	\$12,156.06	Annual	\$4,452.16	\$7,703.90
SW	DCP	2291580	NORTH BRANCH ESTERO RIVER AT ESTERO, FL	\$3,069.12	Annual	\$1,124.07	\$1,945.05
SW	FLO-WL/CON	2291580	NORTH BRANCH ESTERO RIVER AT ESTERO, FL	\$12,156.06	Annual	\$4,452.16	\$7,703.90
SW	DCP	2291669	SIXMILE CYPRESS CREEK NORTH FORT MYERS, FL	\$3,069.12	Annual	\$1,124.07	\$1,945.05
SW	FLO-WL/CON	2291669	SIXMILE CYPRESS CREEK NORTH FORT MYERS, FL	\$12,156.06	Annual	\$4,452.16	\$7,703.90
SW	DCP	2291597	SOUTH BRANCH ESTERO RIVER AT ESTERO, FL	\$3,069.12	Annual	\$1,124.07	\$1,945.05
SW	FLO-WL/CON	2291597	SOUTH BRANCH ESTERO RIVER AT ESTERO, FL	\$12,156.06	Annual	\$4,452.16	\$7,703.90
SW	DCP	2291524	SPRING CREEK HEADWATER NEAR BONITA SPRINGS, FL	\$3,069.12	Annual	\$1,124.07	\$1,945.05
SW	FLO-WL/CON	2291524	SPRING CREEK HEADWATER NEAR BONITA SPRINGS, FL	\$12,156.06	Annual	\$4,452.16	\$7,703.90
SW	DCP	2291673	TENMILE CANAL AT CONTROL NEAR ESTERO, FL	\$3,069.12	Annual	\$1,124.07	\$1,945.05
SW	FLO/SL-LEE/CON	2291673	TENMILE CANAL AT CONTROL NEAR ESTERO, FL	\$16,752.06	Annual	\$5,568.57	\$11,183.49
SW	FLO-WL/CON	2291673	TENMILE CANAL AT CONTROL NEAR ESTERO, FL	\$12,156.06	Annual	\$4,452.16	\$7,703.90
SW	REDUCTION	2291673	TENMILE CANAL AT CONTROL NEAR ESTERO, FL	(\$1,548.00)	Annual	\$0.00	(\$1,548.00)
SW	DCP	<del>2293230</del>	<del>WHISKEY CREEK AT FT. MYERS, FL<sup>2</sup></del>	<del>\$3,069.12</del>	<del>Annual</del>		
SW	FLO-WL/CON	<del>2293230</del>	<del>WHISKEY CREEK AT FT. MYERS, FL<sup>2</sup></del>	<del>\$12,156.06</del>	<del>Annual</del>		
SW	CONSTRUCTION/2	XXXXXXX	TELEGRAPH CREEK <sup>3</sup>	\$4,428.41	one-time	\$1,621.91	\$2,806.50
SW	DCP Install	XXXXXXX	TELEGRAPH CREEK <sup>4</sup>	\$1,666.91	one-time	\$610.51	\$1,056.40
SW	DCP	XXXXXXX	TELEGRAPH CREEK	\$3,069.12	Annual	\$1,124.07	\$1,945.05
SW	FLO/SL-OWN/CON	XXXXXXX	TELEGRAPH CREEK	\$22,528.65	Annual	\$8,251.12	\$14,277.53
SW	T/K/CON	XXXXXXX	TELEGRAPH CREEK	\$6,952.62	Annual		
<b>TOTALS</b>				<b>\$177,723</b>		<b>\$65,091</b>	<b>\$111,665</b>

<sup>1</sup> move this station downstream (west) of US-41

<sup>2</sup> discontinued

<sup>3</sup> construction of gage-house

<sup>4</sup> one-time DCP setup cost