

United States Department of the Interior

U.S. GEOLOGICAL SURVEY Caribbean-Florida Water Science Center 10770 North 46th St. Tampa, FL 33617

July 10, 2024

Mr. Phil Gillogly Surfacewater Manager Lee County 1500 Monroe Street 3rd Floor Ft. Myers, FL 33902

Dear Mr. Gillogly:

Enclosed is our standard joint-funding agreement 25MCJFA0104 between the U.S. Geological Survey Caribbean-Florida Water Science Center and Lee County for negotiated deliverables (see attached), during the period October 1, 2024 through September 30, 2025 in the amount of \$212,541 from your agency. U.S. Geological Survey contributions for this agreement are \$82,119 for a combined total of \$294,660. Please sign and return one fully-executed original to Kristal Medina at kmedina@usgs.gov or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2024**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Sara Hammermeister at (239) 275-8448 or email shammer@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 Kristal Medina at phone number (321) 246-5330 or kmedina@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

DOROTHY SIFUENTES Digitally signed by DOROTHY SIFUENTES Date: 2024.07.10 08:51:31 -04'00'

Dorothy F. Sifuentes, PhD Director, Caribbean-Florida Water Science Center Form 9-1366 (May 2018)

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

Water Resource Investigations

Customer #: 6000001229 Agreement #: 25MCJFA0104 Project #: MC00E2A TIN #: 59-6000702

Fixed Cost Agreement YES[X]NO[]

THIS AGREEMENT is entered into as of the October 1, 2024, by the **U.S. GEOLOGICAL SURVEY, CARIBBEAN-FLORIDA WATER SCIENCE CENTER**, 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 the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (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) \$82,119.00 by the party of the first part during the period October 1, 2024 to September 30, 2025
 - (b) \$212,541.00 by the party of the second part during the period October 1, 2024 to September 30, 2025
 - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0.00
 - (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).

Form 9-1366 (May 2018)

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

Customer #: 6000001229 Agreement #: 25MCJFA0104 Project #: MC00E2A

TIN #: 59-6000702

Water Resource Investigations

9. Billing for this agreement will be rendered <u>quarterly</u>. 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		Customer Technical Point of Contact	
Name:	<u>Sara Hammermeister</u> Supervisory Hydrologic Technician	Name:	<u>Phil Gillogly</u> Surfacewater Manager	
Address:	1400 Colonial Boulevard Suite 70 Ft Myers, FL 33907	Address:	1500 Monroe Street 3rd Floor Ft. Myers, FL 33901	
Telephone: Fax: Email:	(239) 275-8448 (239) 275-6820 shammer@usgs.gov	Telephone: Fax: Email:	(239) 853-3813 Ext 1 (n/a) pgillogly@leegov.gom	
	USGS Billing Point of Contact		Customer Billing Point of Contact	
Name:	Kristal Medina Management Analyst	Name:	<u>Debra Paxton</u> Fiscal Manager	
Address:	12703 Research Parkway Suite 200 Orlando, FL 32826	Address:	1500 Monroe Street 3rd Floor Ft Myers, FL 33901	
Telephone: Fax: Email:	(321) 246-5330	Telephone:	(239) 533-8560	
	kmedina@usgs.gov	Fax: Email:	(n/a) dpaxton@leegov.com	
	U.S. Geological Survey United States Department of Interior		Lee County	
DOROTI	Signature HY Digitally signed by DOROTHY SIFUENTES		<u>Signatures</u>	
By SIFUENT	TES Date: 2024.07.10 Date: 07/10/2024 thy F. Sifuentes, PhD or, Caribbean-Florida WSC	By Name: Title:	Date:	
		By Name: Title:	Date:	
		By Name: Title:	Date:	

2025 Cooperative Data Collection Program

The U.S. Geological Survey welcomes the opportunity to continue partnering with Lee County in defining and improving the overall understanding of the water resources of Southwest Florida.

This will be a 1-year Joint Funding Agreement (JFA) between Lee County and the USGS. The funding period is on an annual cycle coinciding with the Federal Fiscal Year (October 1 – September 30).

Below are details for the 2025 cooperative program. Data collection will continue at Briarcliff Ditch, Gator Slough, Imperial River, Spring Creek, North and South Branch Estero River, SixMile Cypress, TenMile Canal, Whiskey Creek, Orange River, Telegraph Creek, and Popash Creek.

If you have any questions, please call Amanda Booth at (239) 284-2825 or Sara Hammermeister at (239) 850-0808.

Summary of USGS Fiscal Year 2025 Cooperative Data Collection Program with Lee County.

USGS Cooperative Matching Funds: \$82,119
Lee County Share: \$212,541
Program Total: \$294,660

Work to be performed in 2025 FY includes the following tasks:

- 1. Discharge measurements through tidal cycles, special storm events, and variable flows will be performed at each location for rating development.
- 2. Routine and additional field trips will be conducted for troubleshooting, downloading of data, instrumentation servicing, and additional discharge measurements for rating verification and calibration.
- 3. GPS and/or differential leveling surveys (NAVD88) will be conducted at all gages. Leveling surveys will occur on a yearly basis until stability is found at the stations and thereafter, every three years
- 4. QA/QC of all data and processing of data will be conducted at regular intervals. Provisional and published data will be available in real-time through NWIS web.

Proposed FY 2025 Hydrologic Data Collection Program

Station No. 02291710	Name Briarcliff Ditch at Mouth Near Estero	Total Cost \$34,140	2025 USGS \$13,470	2025 Lee Co. \$20,670
02293261	Gator Slough West of US-41 Near Fort Myers	\$19,220	\$7,628	\$11,592
02291500	Imperial River Near Bonita Springs	\$19,220	\$7,628	\$11,592
02291524	Spring Creek Headwater Near Bonita Springs	\$19,220	\$7,628	\$11,592
02291580	North Branch Estero River at Estero	\$19,220	\$7,628	\$11,592
02291597	South Branch Estero River at Estero	\$19,220	\$7,628	\$11,592
02291669	Sixmile Cypress Creek North Fort Myers Continue with the following: \$23,560 \$8,839 \$14,723 *Gate opening data provided by LDOT, working closely with LDOT to ensure reliable gate data			
02291673	Tenmile Canal at Control Near Estero	\$19,220	\$7,628	\$11,592
02293230	Whiskey Creek at Fort Myers	\$19,220	\$7,628	\$11,592
02293055	Orange River Near Buckingham, FL	\$34,140	\$2,138	\$32,002
022929176	Telegraph Creek at State Highway At Olga, FL	\$34,140	\$2,138	\$32,002
02293090	Popash Creek at Leetana Rd NR Ft. Myers, FL	\$34,140	\$2,138	\$32,002
	TOTAL	\$294,660	\$82,119	\$212,541

*Notes:

^{1.} All costs include real-time data, with the exception of Sixmile. Discharge data for Sixmile is contingent upon delivery of gate data from LDOT.