

Form 9-1366  
(May 2018)

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

Customer #: 600001229  
Agreement #: 25MCJFA0104  
Project #: MC00E2A  
TIN #: 59-6000702

Water Resource Investigations

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  
Water Resource Investigations

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

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: Sara Hammermeister  
Supervisory Hydrologic Technician  
Address: 1400 Colonial Boulevard Suite 70  
Ft Myers, FL 33907  
Telephone: (239) 275-8448  
Fax: (239) 275-6820  
Email: shammer@usgs.gov

**Customer Technical Point of Contact**

Name: Phil Gillogly  
Surfacewater Manager  
Address: 1500 Monroe Street 3rd Floor  
Ft. Myers, FL 33901  
Telephone: (239) 853-3813 Ext 1  
Fax: (n/a)  
Email: pgillogly@leegov.com

**USGS Billing Point of Contact**

Name: Kristal Medina  
Management Analyst  
Address: 12703 Research Parkway Suite 200  
Orlando, FL 32826  
Telephone: (321) 246-5330  
Fax:  
Email: kmedina@usgs.gov

**Customer Billing Point of Contact**

Name: Debra Paxton  
Fiscal Manager  
Address: 1500 Monroe Street 3rd  
Floor Ft Myers, FL 33901  
Telephone: (239) 533-8560  
Fax: (n/a)  
Email: dpaxton@leegov.com

U.S. Geological Survey  
United States  
Department of Interior

Lee County

Signature  
Digitally signed by  
DOROTHY SIFUENTES  
Date: 2024.07.10  
08:52:20 -04'00'  
By DOROTHY SIFUENTES Date: 07/10/2024  
Name: Dorothy F. Sifuentes, PhD  
Title: Director, Caribbean-Florida WSC

Signatures  
By [Signature] Date: 9/13/24  
Name: Mike Greenwell  
Title: Chairman



## 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.

<b>USGS Cooperative Matching Funds:</b>	<b>\$ 82,119</b>
<b><u>Lee County Share:</u></b>	<b><u>\$212,541</u></b>
<b>Program Total:</b>	<b>\$294,660</b>

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**

<b>Station No.</b>	<b>Name</b>	<b>Total Cost</b>	<b>2025 USGS</b>	<b>2025 Lee Co.</b>
02291710	Briarcliff Ditch at Mouth Near Estero	\$34,140	\$13,470	\$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: *Gate opening data provided by LDOT, working closely with LDOT to ensure reliable gate data	\$23,560	\$8,839	\$14,721
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
<b>TOTAL</b>		<b>\$294,660</b>	<b>\$82,119</b>	<b>\$212,541</b>

**\*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.



## 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](mailto: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](mailto: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](mailto: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

**AGENDA ITEM REPORT**

**DATE:** September 3, 2024  
**DEPARTMENT:** Natural Resources  
**REQUESTER:** Roland Ottolini  
**TITLE:** Approve Agreement with U.S. Geological Survey for Water Resources Data Collection

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**I. MOTION REQUESTED**

- A) Approve joint funding agreement between Lee County and the U.S. Geological Survey (USGS) for the collection of hydrologic data at twelve different locations throughout Lee County for the period of October 1, 2024 through September 30, 2025 in the amount of \$294,660.00.  
B) Authorize the Chairman on behalf of the Board to execute the Joint Funding Agreement.

**II. ITEM SUMMARY**

Approval of this agreement continues cooperative work with U.S. Geological Survey (USGS) to provide critical data for water resources modeling and assessment of flood conditions. The agreement includes water resources data collection at twelve sites on various rivers and streams throughout the County and is for a one-year period beginning October 1, 2024. The County has contracted each year with USGS since 1973. The total cost of the agreement is \$294,660, with Lee County cost share of \$212,541 and USGS Cooperative matching \$82,119. Funding for the agreement is planned and budgeted in FY24/25.

**III. BACKGROUND AND IMPLICATIONS OF ACTION**

A) Board Action and Other History

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 Briarcliff Ditch, Gator Slough, Imperial River, Orange River, Spring Creek, North Branch Estero River, South Branch Estero River, Six Mile Cypress Creek, Popash Creek, Telegraph Creek, Ten Mile Canal, and Whiskey Creek. The data obtained is necessary for the proper calibration of computer models developed as part of the Lee County Surface Water Management Master Plan, provide real-time hydrological information to assist in flood/storm response, and documenting pollutant load reductions in fulfillment of our Total Maximum Daily Load (TMDL) requirements.

B) Policy Issues

All of the monitoring personnel and equipment are provided by USGS. Historically, Lee County and USGS have cost shared the program. Detailed costs and shares are contained in the attached agreement (Attachment #1). The data collection program would be discontinued if Lee County withdrew its funding.

C) BoCC Goals

Water Quality and Partnerships

D) Analysis

Since 1973, USGS has provided Lee County with surface water flow data from various locations. In order to continue this service, USGS requires that Lee County fund a portion of the overall operating cost of the sites. For the new year, the total cost is \$294,660, of which USGS Cooperative Matching of \$82,119, and Lee County is responsible for the remaining balance of \$212,541; with possible funding from Florida Department of Environmental Protection (FDEP) for maintenance cost for the water flow monitoring equipment located at Telegraph Creek and Popash Creek.

Information provided includes real-time water stage and discharge at various locations throughout the County. The importance of expanding and continuing data collection includes having greater coverage of real-time information on flood conditions during storm events, assisting in the calibration of hydrologic and hydraulic analytic models, and documenting pollutant load reductions in fulfillment of our Total Maximum Daily Load (TMDL) requirements. Also, having additional data and accurate surface water models aid in the design and review of development by allowing us to determine the impact they may have on surface water

flow over a large area.

The equipment at the various sites is owned and maintained by USGS. Continuation of the agreement will ensure the data is collected without the County having to invest in the purchase and maintenance of new equipment.

There are several advantages to continuing the contract with USGS:

- They have the expertise and equipment needed to collect and process "tidal" flow data
- USGS has developed data quality standards and has a national recognition for collecting, analyzing and reporting hydrological data
- USGS pays a portion of the cost
- Keeps Lee County from having to possibly hire staff and purchase new equipment
- The information provided by the USGS water level monitoring stations was invaluable during Hurricane Irma and Invest 92L storm in 2017. This information was used by the County staff to evaluate prevailing conditions and allocate resources.
- Continues the grant with FDEP to fund a portion of the cost.

The contract with USGS is renewed on a yearly basis. Funding will be required each budget year in order to continue the service.

E) Options

**IV. FINANCIAL INFORMATION**

A)	Current year dollar amount of item:	\$294,660
B)	Is this item approved in the current budget?	Yes
C)	Is this a revenue or expense item?	Expense
D)	Is this Discretionary or Mandatory?	Discretionary
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	Yes
F)	Fund: Unincorporated MSTU Program: Water Resources Major Maintenance Projects Project: Surface Water Management Plan Account Strings: 40098315500	
G)	Fund Type?	Unincorporated MSTU
H)	Comments: Lee County Share - \$212,541 USGS Cooperative Match - \$82,119	

**V. RECOMMENDATION**

Approve

**VI. TIMING/IMPLEMENTATION**

The current agreement expires September 30, 2024. Approval of the new agreement will extend the expiration date to September 30, 2025.

**VII. FOLLOW UP**

**ATTACHMENTS:**

Description	Upload Date	Type
USGS Joint Funding Agreement 25MCJFA0104	8/13/2024	Agreement
Talking Points	8/13/2024	Backup Material

**REVIEWERS:**

Department	Reviewer	Action	Date
Natural Resources	Ottolini, Roland	Approved	8/21/2024 - 2:16 PM

Budget Services  
Budget Services  
County Attorney  
County Manager

Guttery, Angela  
Winton, Peter  
Swindle, Amanda  
Mora, Marc

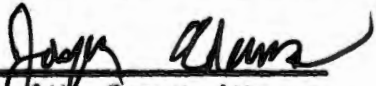
Approved  
Approved  
Approved  
Approved

8/22/2024 - 10:28 AM  
8/22/2024 - 11:48 AM  
8/23/2024 - 2:21 PM  
8/27/2024 - 2:45 PM

Approved as to  
Reliance of use  
By: \_\_\_\_\_  
Office of the County Attorney



Approved as to Form for the  
Reliance of Lee County Only

By:   
Office of the County Attorney