

CARRY OVER

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Lee County Board Of County Commissioners  
Agenda Item Summary

Blue Sheet No. 20070545

1. ACTION REQUESTED/PURPOSE: Approve and execute Partnership Agreement between Lee County and Florida Department of Agriculture and Consumer Services, Division of Forestry (DOF) for restoration activities to include thinning of slash pine trees and prescribed burning to improve the quality of wildlife habitat and return Conservation 20/20 preserves to historic conditions.

2. FUNDING SOURCE: No funds required. <sup>DEH</sup>

3. WHAT ACTION ACCOMPLISHES: Partnership agreement will allow restoration thinning of select pine stands on Conservation 20/20 preserves in accordance with approved Land Stewardship Plans.

4. MANAGEMENT RECOMMENDATION: APPROVE

5. Departmental Category: 11 CD #2 6. Meeting Date: 04.24.07

7. Agenda:	8. Requirement/Purpose: (specify)	9. Request Initiated:
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Statute	Commissioner
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	Department: Parks & Recreation
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code	Division
<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other	By: John Yarbrough, Director of Parks and Recreation
<input type="checkbox"/> Walk-On		<i>John Yarbrough</i>

10. Background: Each Conservation 20/20 preserve has (or will have) a Board of County Commissioners approved Land Stewardship Plan. Site restoration projects, including exotic species removal, wildlife habitat enhancement, pine tree thinning etc. are identified within the Land Stewardship Plan. This partnership agreement permits the Division of Forestry to plan, administer and supervise the harvest of pine trees on Conservation 20/20 preserves where it is needed as a part of the site restoration identified within the approved Land Stewardship Plan. The Division of Forestry will be paid the greater of (a) 10% of the total sales revenue or (b) the actual cost of sale preparation plus 3% of the total sales revenue for an administration fee. The balance of the revenue raised in this restoration pine sale will be placed into the Conservation 20/20 management fund for exotic plant removal or other restoration projects.

11. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P. W. Director
				<i>W. Chy</i>	Analyst	Risk	Grants	Mgr.	
<i>4/3/07</i>				<i>A. B...</i>	<i>DEH 4/4/07</i>	<i>4/4/07</i>	<i>4/4/07</i>	<i>4/4/07</i>	<i>[Signature]</i>

12. Commission Action:

- Approved
- Deferred
- Denied
- Other *ON 4-17-07 continue 1 wk to 4-24-07 - H/B*

RECEIVED BY COUNTY ADMIN:	<i>P.</i>
	<i>4/4</i>
	<i>9:42pm</i>
COUNTY ADMIN FORWARDED TO:	<i>P.</i>
	<i>4/4</i>
	<i>9:30pm</i>

Rec. by CoAtty	
Date	<i>4/3/07</i>
Time	<i>3:00pm</i>
Forwarded To:	
	<i>CAD 3:52pm</i>

**Partnership Agreement between  
Lee County and State of Florida  
Department of Agriculture and Consumer Services  
Division of Forestry**

This Partnership Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, between Lee County, a political subdivision and Charter County of the State of Florida, hereinafter referred to as the COUNTY, and the State of Florida Department of Agriculture and Consumer Services, Division of Forestry, hereinafter referred to as the DOF.

**WITNESSETH**

WHEREAS, certain lands are owned by the COUNTY and managed through the COUNTY's Department of Parks and Recreation through the Conservation 20/20 program (C20/20); and

WHEREAS, certain lands acquired through C20/20 were acquired using funds provided through Florida Forever and grant partnerships with Florida Communities Trust (FCT); and

WHEREAS, these lands acquired through the COUNTY's C20/20 program are to be utilized for conservation and stewardship of the natural resources, outdoor nature based recreation, environmental education and related public purposes; and

WHEREAS, in the land stewardship plan for these lands, provisions are made to provide for maintenance of the sites in a natural state and/or to restore sites to enhance natural resource values; and

WHEREAS, several of these preserves require restoration activities to include thinning of slash pine trees and prescribed burning to improve the quality of wildlife habitat and return these communities to historic conditions; and

WHEREAS, the DOF has the expertise required to perform the services identified under this Agreement and desires to assist the COUNTY in administering logging activities at selected properties for restoration purposes.

NOW, THEREFORE, the parties hereto, for and in consideration of the mutual covenants and agreements contained herein agree as follows:

1. The DOF shall plan, administer, and supervise the harvest of timber on COUNTY lands in accordance with ATTACHMENT A, Scope of Services, attached hereto and made a part hereof.
2. The DOF shall receive revenues from all timber sales it administers on behalf of the COUNTY pursuant to this Agreement. DOF will be paid the greater of: (a) ten percent (10%) of the total sales revenue or (b) the actual cost of sale preparation plus 3% of the total sales revenue for an administrative fee. Funds retained by DOF for sale preparation shall cover the cost of field consultation with COUNTY staff, field reconnaissance to

prepare the sale, necessary timber cruising or marking, purchase of expendable field supplies, and preparation of the sale package. The sale preparation and administrative fee retained by the DOF shall cover the cost of solicitation and receipt of bids, execution of contract, and supervision of the sale while in progress. Once each sale is completed, DOF will subsequently remit to the COUNTY the total sales revenue accrued from these sales, minus DOF's fee for sale preparation and administration. If DOF hires a private contractor to perform any of the above listed activities, DOF will pay the contractor's fee from their share of the revenues.

3. The COUNTY shall complete any road repairs necessary to access and remove timber from the sites above and beyond those road repairs the timber harvest contractor would be responsible for under the timber harvest contract.
4. The COUNTY shall also assist DOF with field administration of timber sales. Such assistance will be mutually agreed upon in advance and include activities such as site visits and truck tallies.
5. It is understood by both parties that the COUNTY lands shall be managed in a manner consistent with the approved County land stewardship plan.
6. The COUNTY's Project Manager is:

Cathy Olson  
Conservation 20/20 Senior Supervisor  
Department of Parks and Recreation  
3410 Palm Beach Boulevard  
Fort Myers, Florida 33916  
telephone (239) 461-7455

The DOF's Project Manager is:

Butch Mallett  
Senior Forester  
Florida Division of Forestry  
Other State Lands  
15019 Broad Street  
Brooksville, FL 34601-4201  
telephone (352) 797-5755

The DOF's local contact is:

Michael Weston  
CFA Senior Forester  
Florida Division of Forestry  
10941 Palm Beach Boulevard  
Fort Myers, Florida  
telephone (239) 690-3500 Ext. 118

All project matters shall be directed to the Project Managers for appropriate action or disposition.

7. The COUNTY represents that it has the right to agree to resource management activities necessary to facilitate the sale of forest products on COUNTY lands by the DOF.
8. The COUNTY, or its duly authorized agents, shall have the right to inspect the COUNTY timber project areas and the works and operations thereon of the DOF in any matter pertaining to this Agreement.
9. This Agreement and any rights and privileges contained herein are for the sole use of the DOF and shall not be assigned or transferred to another party without prior written approval of the COUNTY. The DOF shall have the right to enter and occupy COUNTY lands for the purposes necessary to meet its designated responsibilities, including protection of those lands. The DOF's agents and employees shall take all reasonable measures to provide security against damage, degradation and unauthorized uses of the COUNTY lands and natural resources.
10. The DOF shall submit a report at a minimum of twice every calendar year to the COUNTY on items related to its timber management activities on the COUNTY lands during the year.
11. The COUNTY and DOF agree that this Agreement shall confer upon the DOF the right to implement silvicultural treatments necessary to facilitate the sale of timber on the COUNTY lands. The DOF shall investigate any and all claims of injury or damage either for or against the COUNTY or the DOF pertaining to forest resource management activities conducted on the COUNTY lands by the DOF and shall notify the COUNTY regarding the legal action deemed appropriate to remedy such damages or claims.
12. The COUNTY and DOF hereto agree that each party shall be solely responsible for the negligent or wrongful acts of its employees and agents during the course of normal working conditions. However, nothing contained herein shall be construed as an indemnity or constitute a waiver by either party of its sovereign immunity or the provisions of Section

768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

13. This Agreement shall be effective upon execution by both parties, and shall remain in full force and effect until terminated as provided herein. Either party may terminate this Agreement for cause or convenience by giving sixty (60) days notice in writing to the other party of its intent to do so.
14. Upon such termination invoked by either the DOF or the COUNTY, and upon cessation of timber operations on said COUNTY lands, by the DOF, the DOF agrees to remove any improvements placed or made by the DOF at DOF's sole cost and expense.
15. To the extent required by law, the DOF will be self-insured against, or will secure and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project. Such self-insurance coverage shall comply fully with the Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Worker's Compensation statutes, the DOF shall provide adequate insurance satisfactory to the COUNTY, for the protection of its employees not otherwise protected.
16. The DOF warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the DOF's officers, employees, servants and agents while acting within the scope of their employment with the DOF.
17. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications, waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the Florida Department of Agriculture and Consumer Services, Division of Forestry, and Lee County Department of Parks and Recreation have caused this Agreement to be duly executed and effective as of the date last written below.

WITNESSES

STATE OF FLORIDA  
DEPARTMENT OF AGRICULTURE AND  
CONSUMER SERVICES,  
CHARLES BRONSON, COMMISSIONER

Christa A. Register  
Chandler A. Baker

BY: Mike Gresham  
MIKE GRESHAM, DIRECTOR  
DIVISION OF ADMINISTRATION

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 13th day of March, 2007, by Mike Gresham, as Director, Division of Administration, Department of Agriculture and Consumer Services, who is personally known to me and who did take an oath.



Karen A. Meyer  
Notary Public  
My Commission Expires: 10/20/2008

WITNESSES

LEE COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
BOB JANES, CHAIR

AS APPROVED BY THE BOARD ON

\_\_\_\_\_

## **ATTACHMENT A**

### **Scope of Services**

Lee County is desirous of managing timber on selected Conservation 20/20 lands for the purposes of maintenance or restoration. These lands include flatwoods ecosystems, as well as disturbed community types. The goal of restoration is to return these communities to historic conditions, and to improve the quality of wildlife habitat.

Within the restoration areas, slash pine trees will be thinned to a density appropriate for the management goals of the timber unit. Typically, healthy, dominant slash pine trees will remain as a seed source for pine regeneration.

The DOF agrees to perform the tasks stated below.

The identified tasks are as follows:

1. Provide assistance to COUNTY staff in marking the timber that is to be removed for restoration purposes. In natural stands, the leave trees shall consist of healthy, mature slash pine. Where surrounding stands do not provide large den trees,, leave the old flat-topped slash pines, large overtopped slash, (>10 in. d.b.h.) and any cat-faced pines within the sale areas. Pines will be selectively removed to allow enough room in between clusters of trees for future roller chopping or other brush reduction activities. Timber harvesting, combined with brush reduction and a prescribed burning program, will be the quickest way to increase biodiversity and return these stands to a more historical condition.
  
2. Any environmentally sensitive areas, such as wetlands, that are encountered while marking the timber must be recorded and documented. Do not mark any timber in such areas that could potentially damage or destroy the area. Areas of concern include, but are not limited to, seasonal ponds, cypress strands, wet prairies, archaeological sites, cultural sites, and threatened or endangered plant or animal habitations (e.g. inactive or active bald eagle nest trees, fox squirrel nests, gopher tortoise burrows). A 30-50 foot buffer zone may be marked around these sensitive wetland habitats and will be marked around cultural, archaeological and listed species habitats that the equipment must stay out of. In addition, tree thinning activities will only take place during the dry season. In areas where saw palmetto is the dominant ground cover, timber harvesting skid trails will be scattered over the general harvest area to disperse the impacts to a broader area of saw palmetto. Slash piles will be spread in piles no higher than 18" or near remaining trees. No slash will be left on roads or trails after work is completed. Remaining tree stumps shall be no higher than 8". All timber sales operations must be conducted in accordance with the most current Florida Silviculture Best Management Practices Manual.

3. The DOF agrees at a minimum to assist and administer the needed timber sales within the COUNTY during the term of this Agreement. These sales would include reducing merchantable pine basal area.
4. The DOF will prepare timber sale packages, mail the packages to prospective bidders, and be responsible for overseeing the harvesting operations. Timber revenues will be receipted by the DOF and revenues (less the 10% administrative fee) returned to the COUNTY at the end of each sale. In the event the actual cost of the sale preparation plus 3% of the total sales revenue exceeds 10% of timber sale revenues, the County will pay the actual cost of the sale preparation plus 3% of the total sales revenue.
5. The DOF will obtain COUNTY approval prior to initiating any timber sale. This will include COUNTY approval of the entire timber sale bid package, including the timber sale agreement, prior to mailing to prospective bidders.
6. The DOF agrees that all applicable Federal, State and COUNTY laws and regulations will be adhered to. The County regulations include but are not limited to:
  - a. Management of the lands shall be for conservation of the natural resources and to provide environmental education and passive recreation opportunities. Damage to non-harvested trees shall be limited as much as possible. Root systems of leave trees are to be impacted as little as possible. Only double marked trees may be removed, leaving the lowest mark on the tree for verification, unless for a particular sale, a decision is made to double mark the leave trees.
  - b. Logging slash will be spread around the site. All ramps and loading decks shall be re-graded to natural soil level.
  - c. No off-road motorized vehicles are allowed, except for authorized land management activities.
  - d. No hunting is allowed.
  - e. No collecting of plants or animals (dead or alive), for any purposes is allowed, except by special permit or agreement issued by the Lee County Parks and Recreation staff.
  - f. No pets are allowed.
  - g. No illegal activities are allowed.
  - h. No trash from the contractor or DOF personnel shall be left on site at the end of each work day.
  - i. A hydraulic spill containment kit shall be on-site during all harvesting work and be used for all hydraulic fluid spills.



Healthy flatwoods communities are characterized by open, uneven-aged pine stands that allow a considerable amount of sunlight to reach the forest floor. Ground cover consists of a diverse mixture of grasses, herbaceous plants and dried pine needles that foster frequent lightning season fires. Saw palmettos are scattered and low growing. Unfortunately, some of the pine flatwoods stands in Lee County Preserves have become overgrown due to years of fire suppression and previous land use practices. Some of the stands are very dense and filled with thick, skinny pines with few other plants, beyond some weedy and exotic species (Figure A). Other flatwoods stands have larger pines, surrounded by extremely high; thick palmetto bushes (Figure B).

### **Ecological benefits of thinning pine trees**

- Many wildlife species benefit from healthy flatwoods for the diversity of plants, and open midstory to watch for predators. This includes listed species such as gopher tortoises, eastern indigo snakes, Sherman's and Big Cypress fox squirrels and red-cockaded woodpeckers.
- Remove weak and diseased trees before the health problem spreads throughout the stand.
- Create openings which allow new seedlings to get established to ensure an uneven aged stand of trees. Slash pines typically only live 100 years, and so it is important to have young trees growing up to replace the old ones.
- Control the midstory growth of palmettos and other shrubs to allow young pines to grow.
- Reduce heavy fuel loads for prescribed burning and to prevent catastrophic wildfires.
- Provide room for fuel reduction through mowing, roller chopping, etc where prescribed burning is not feasible (small urban sites).
- Diminish the possibility of crown fire, which have a high risk of spotting over into adjacent areas, during a wildfire or prescribed fire. Crown fires also typically kill the pine trees, leaving an enormous amount of potentially dangerous snags (Figure C).
- Promote rare plant species such as beautiful paw paw and Simpson's zephyrilly that only grow in open flatwoods with periodic fires.
- Prevent significant forest die offs from pine beetles and other insects that attack trees that are stressed, such as those growing in dense pine stands.
- Allow staff to reduce fuels in urban-interface areas where the risk of high-intensity wildfires that could endanger people and property.
- Improve the habitat for future Lee County gopher tortoise relocation needs.

In each stand, Land Stewardship staff has calculated the Basal Area (BA). This measurement is calculated by using a prism that measures both the number of trees and their diameter, per acre, in a stand. Ideal flatwoods conditions are between 40-60 square feet of BA, which provides enough needles to carry a fire and enough sunlight for native grasses and other plants to thrive. Then with the assistance of Division of

Forestry staff, trees are carefully selected to achieve the goal of creating a healthy pine flatwoods community (Figures D & E).

Figure A: Pop Ash Creek Preserve



Figure A: Pop Ash Creek Preserve



Figure B: Gator Hole Preserve



Figure C: Snags from a wildfire in an overly thick pine forest (not in Lee County)



Figure D: Gator Hole Preserve



Figure E: Charlotte Harbor Buffer Preserve

