

A G R E E M E N T

THIS AGREEMENT made this 14th day of July, 2003, by and between the **BOARD OF COUNTY COMMISSIONERS** of **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of **Florida**, hereinafter referred to as the "County", and **LEON R. McCLELLAND**, whose principal place is located at 231 M. J. McClelland Road, Douglas, GA 31533, hereinafter referred to as "McClelland".

FOR and INCONSIDERATION of the sum of ten and no/100 dollars (\$10.00) and other mutually agreed upon consideration, the parties agree as follows:

SERVICES: The County desires to engage the services of the McClelland to perform the following services in accordance with the terms and conditions set forth in this Agreement: Nuisance wildlife removal, primarily beaver removal.

1. **TERM:** This Agreement will begin on July 14, 2003, and will end on September 30, 2003. Either party may cancel this Agreement upon thirty (30) days' notice to the other party, in writing and by certified mail or personal delivery. This Agreement may be renewed on or before September 30, 2003, upon written consent of both parties. The renewal period shall be for one (1) year.

2. **FEES:** Upon satisfactory performance of the services contemplated herein, McClelland will be paid at

the rate of \$100.00 per beaver for work performed in accordance with this Agreement. No funds will be expended if McClelland does not trap any beavers. Funds will be expended only for those beavers captured in Nassau County. Nassau County employee, B. J. Taylor, shall certify to the Clerk that McClelland has caught said beavers in Nassau County and recommend to the Clerk approval of payment to McClelland.

3. **CERTIFICATION REQUIRED:** McClelland hereby certifies that he possesses a valid Permit issued by the State of Florida Fish and Wildlife Conservation Commission, Permit No. N5521, Issuance Date April 29, 2003. He, further, certifies that he will adhere to all requirements in the Permit.

4. **WORK REQUIRED:** B. J. Taylor, on behalf of the county shall direct McClelland as to the areas to be worked. McClelland shall initially accomplish the work required on Thursday, Friday, and Saturday of each week. Once the wildlife nuisance is under control, work will be on an "as needed" basis. County employee, B. J. Taylor, shall contact McClelland when necessary.

5. **INDEMNIFICATION:** McClelland shall indemnify and hold the County harmless from and against any and all claims, liabilities, or damages arising from the

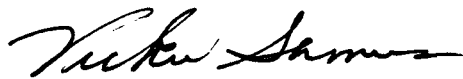
performance of the services contemplated under this Agreement, including the cost of litigation and attorney's fees.

6. **CONTROLLING LAWS:** The validity, interpretation, and performance of this Agreement shall be controlled and construed under the Ordinances of Nassau County, along with the laws of the State of Florida.

7. **MODIFICATION:** This writing contains the entire Agreement of the parties, and shall supercede all previous written and/or oral representations, and/or agreements respecting the same subject matter between the parties.

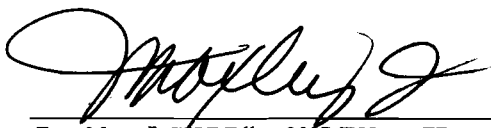
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date set forth herein.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



VICKIE SAMUS
Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

h/anne/agreements/mccllland-and-beaver-removal

Leon R. McClelland
LEON R. MCCLELLAND

MCCLELLAND:

MICHAEL S. MULLIN

Michael S. Mullin

Approved as to form by the
Nassau County Attorney



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
Ansley Acree
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

July 16, 2003

J. M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

Mr. Leon R. McClelland
2231 M. J. McClelland Road
Douglas, GA 31533

RE: Nuisance Wildlife Removal Contract

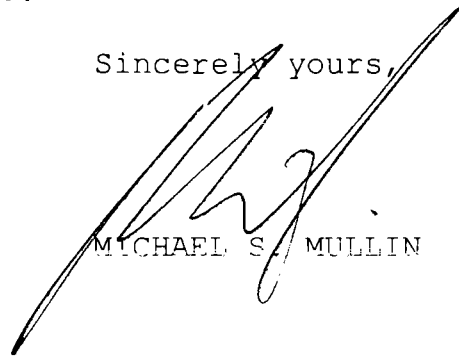
Dear Mr. McClelland:

Enclosed is the original Agreement with Nassau County for the above matter.

Please review the document, sign on the line above where your name is typed, and return the original executed document to my office as soon as possible.

If you have any questions, please do not hesitate to contact me at 904-491-3600.

Sincerely yours,



MICHAEL S. MULLIN

MSM/am

Enclosure

Cc: J. M. "Chip" Oxley, Jr.

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

912 384 430 NO. 653 P. 3/11. 2



EDWIN P. ROBERTS, DC
Pensacola

RODNEY BARKSTO
Miami

SANDRA T. KAUF
Palon Beach

H.A. HERGEN HURMAN
Enterprise

DAVID K. MEEHAN
St. Petersburg

JOHN D. ROOD
Jacksonville

RICHARD A. CORRETT
Tampa

KENNETH D. HADDAD, Executive Director
VICTOR J. MILLER, Assistant Executive Director

NORTHEAST REGION
DENNIS DAVIS, Regional Director
1239 NW 10th Street
Ocala, Florida 34674
(352) 733-1225
Fax: (352) 752-1901

April 29, 2003

1.com R. McClelland
231 M. I. McClelland Road
Douglas, GA, 31533

Dear Mr. McClelland:

Enclosed is your nuisance wildlife permit. Please familiarize yourself with its provisions and limitations. Commission personnel will endeavor to resolve routine nuisance wildlife problems by giving advice over the telephone or sending fact sheets and other printed material to complainants. If the nuisance problem cannot be resolved in this fashion, the complainant will be provided with a list of nuisance wildlife permittees in the region. They will also be advised that most of the permittees operate businesses and charge a fee for their services. Complainants will then contact permittees on the list for assistance with their nuisance wildlife problems. Please advise me if you wish to have your name, address, and telephone number excluded from the list of nuisance trappers for distribution to the complainants.

Also, please be advised that your new nuisance wildlife permit authorizes you to take selected species of nuisance wildlife on property owned by others in accordance with the stated provisions and conditions, without additional permits or licenses. However, if wildlife, or parts thereof, taken under the permit are subsequently sold, other licenses and permits are required by law.

Please contact me at (352) 732-1225 if you have any questions regarding your permit or the nuisance wildlife program.

Sincerely,

Dennis Davis,
Regional Director

W199/icol/djw
g:\nature\wpmnuisance.ltr
Enclosures

www.floridacommwildlife.org

PERMIT

Issued Under Authority of the Wildlife Code of the State of Florida
(Chapter 68A, Florida Administrative Code) by the

STATE OF FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
620 South Meridian Street, Tallahassee, FL 32399-1600, 250/438-3831

Permit No. N5521 Issuance Date April 29, 2003 Expiration Date June 30, 2005
 Permit Type Nuisance Wildlife Specific Rule Authority 68A-12.009 & 68A-24.002
 Permittee Leon R. McClelland Affiliation 231 M. J. McClelland Road
Douglas, GA. 31533
 Phone: 912-384-4378

 ASST: Peggy McClelland, Steve McClelland

Pursuant to rules 68A-12.009 and 68A-24.002 in the Florida Administrative Code (F.A.C.), this permit authorizes the above named permittee to take certain nuisance or destructive wildlife in Florida (counties of interest: Nassau) on property owned by other persons at the request of and on behalf of the property owner or the property owner's designee. The permittee must adhere to the following conditions and provisions.

Provisions/Conditions:

1. Nuisance or destructive wildlife may be hand-caught, live-trapped, snared, or shot as necessary. The permittee is not authorized to use poisons, steel traps, or gun and light at night unless otherwise and specifically permitted to do so. This permit does not authorize the permittee to discharge a firearm within a municipality or residential area or contrary to applicable law.
2. This permit does not authorize the permittee to transport and release raccoons (*Procyon lotor*), opossums (*Didelphis virginiana*), or fox (*Urocyon cinereoargenteus* and *Vulpes vulpes*) into the wild off the property where they are captured except with the written concurrence of the receiving property owner. The permittee may not release back into the wild any non-native species of wildlife captured. Native and many non-native species are described in the enclosed copies of *A Checklist of Florida's Amphibians and Reptiles*, *Checklist of Florida's Birds*, and *A Checklist of Florida's Mammals*.
3. The permittee must employ humane methods when taking or transporting nuisance wildlife, as defined in Chapter 828.12 and 828.13 Florida Statutes, and 68A-6 F.A.C.
4. This permit does not authorize access to any public or private properties. In instances where written or verbal permission for access is required, such permission must be secured from the appropriate landowners or public agencies in advance of undertaking any work on those controlled properties.
5. This permit does not authorize the taking of: (1) migratory birds (i.e., birds listed at Title 50, part 10.13, Code of Federal Regulations) other than blackbirds (*Agelaius* spp., *Euphagus* spp.), grackles (*Quiscalus* spp.), cowbirds (*Molothrus* spp.), or crows (*Corvus* spp.); (2) migratory bird nests; (3) state- or federally-listed Species of Special Concern, Threatened or Endangered Species (i.e., species or subspecies listed in 68A-27.003, 68A-27.004, or 68A-27.005 F.A.C., or in Title 50, Part 17.11, in the Code of Federal Regulations); (4) Florida black bear (*Ursus americanus floridanus*); or (5) white-tailed deer (*Odocoileus virginianus*).

Tallahassee, Florida 32399-1600

620 South Meridian Street

Florida Game and Fresh Water Fish Commission

Division of Wildlife

Tallahassee, Florida 32399-1600

Pursuant to Provision 8 of your Nuisance Wildlife Permits please complete this form and return it to:

Species	County where collected	Number euthanized	Disposition Number released

STATE PERMIT NUMBER:

PERMITTEE ADDRESS:

PERMITTEE NAME:

NUISANCE WILDLIFE PERMIT REPORTING FORM

SP 172 Florida Wildlife Resources Handbook

It's New!

It's Wild!

It's Official!

3-ring binder with
1000 pages
on Florida Wildlife
from ARMADILLOS
to VULTURES

\$28

(plus sales tax, postage
and handling)



As Ace Ventura knows, that alligator is not in your backyard, you are in the alligator's backyard. Now you can own the authentic handbook containing information on dealing with problem wildlife situations and managing for wildlife on private property--created by the University of Florida and the Florida Game and Fresh Water Fish Commission. Payment by check or money order. No cash. Florida residents add applicable sales tax for your county.



UNIVERSITY OF
FLORIDA

Cooperative Extension Service
Institute of Food and Agricultural Sciences

ORDER FORM

Send to: Publications
P.O. Box 110011
Gainesville, FL 32611-0011

Schedule for Postage and Handling	
Amount of Sale	Add
\$0-9.99	\$3
\$10-49.99	\$4
\$50-99.99	\$5
\$100-129.99	\$6
\$130 and up	5% of sale

_____ copies of SP 172 at \$28 each \$ _____
FL residents add 6, 6.5 or 7% sales tax
(\$1.68, \$1.62, or \$1.96 per copy) as applicable \$ _____

Add postage and handling from schedule \$ _____

Name _____ Total enclosed \$ _____

Mailing Address _____

City _____ State _____ Zip _____ Day Phone _____

Make checks payable to The University of Florida. No cash, please.

Website: ifasbooks.ufl.edu

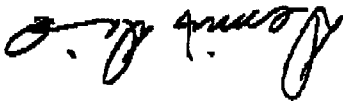
PERMIT

Permit No. N5521

Provisions/Conditions

6. This permit is nontransferable. Other persons may assist in the permitted activities only while under the direct on-scene supervision of the permittee or assistants named on this permit.
7. This permit shall be readily available for inspection at all times while the permittee and/or assistants engage in the permitted activities.
8. Permittee must report all activities by January 30 of the following year to the Division of Wildlife, Tallahassee, Florida (reporting form enclosed).
9. This permit is subject to revocation prior to the expiration date pursuant to Chapter 120, Florida Statutes. Application for renewal should be made at least 30 days in advance of the date it is needed.
10. This permit supersedes any previous permit or authorization issued by the Commission to the permittee for the taking or transport of nuisance or destructive wildlife. Acceptance of this permit by the permittee constitutes agreement to abide by this and other provisions of this permit.

Kenneth D. Haddad
Executive Director



Dennis David,
Regional Director

WR&S/dw
LIC 6-20
num 51.mf
cc: Beverly Melton, Division of Wildlife

Revised April 29, 2003



ANIMAL AND PLANT HEALTH INSPECTION SERVICES

WILDLIFE SERVICES

118 EXTENSION HALL
AUBURN UNIVERSITY, AL 36849-5656
PHONE: (334) 844-5670 FAX: (334) 844-5321

FAX TRANSMITTAL SHEET

Attention: Charlette Young Office: _____

Phone No: _____ Fax No: 904-845-1230

Action Approval As Requested For Comment For Information Per Phone Call

Subject: _____

Remarks:

From: Tonya Mallin for Frank Boyd Date: 5/02/03 Time: _____

3
No. of Pages (Including Transmittal): _____

COOPERATIVE SERVICE FIELD AGREEMENT

between

and the
**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)**

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described below:

ARTICLE 2

Authority exists under the Animal Damage Control Act of 1931 (7 USC 426-426b and 426c, as amended), to cooperate with states, individuals, public and private agencies, organizations and institutions to control wildlife damage.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will reimburse the U. S. Department of Agriculture the sum of \$ _____ per the costs listed below:

3. Payment will be made by check payable to "U. S. Department of Agriculture" by a mutually agreed upon date.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. Control activities will be conducted in accordance with applicable Federal, State and local laws and regulations.
6. Nothing in this Agreement shall prevent any other individual or organization from entering into separate Agreements with APHIS-WS for the purpose of managing wildlife damage.
7. The Cooperator certifies that wildlife damage management options, including the use of services provided by the private sector, have been carefully considered. After considering these options, the Cooperator requests that WS provide its services under the stated terms of this agreement.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of the Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS-WS will hold the Cooperator harmless from any liability arising from the negligent act or omission of a government officer or employee acting within the scope of his or her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (FTCA), 28 USC 2671 et. seq., except to the extent that aforesaid liability arises from the negligent acts or omissions of the Cooperator, his employees, agents or subcontractor(s). Such relief shall be provided pursuant to the procedures set forth in the FTCA and applicable regulations.

ARTICLE 6

The Agreement shall become effective _____, 20____ and shall continue in effect until completion or termination of project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not deposit necessary funds, APHIS-WS is relieved of the obligation to provide services under this Agreement.

COOPERATOR Name and Address:

Cooperator Tax ID# _____

Cooperator's Signature

Date

JSDA-APHIS-WS:

Frank L. Boyd

18 Extension Hall

Auburn University, AL 36849-5656

PHIS Form 1

State Director's Signature

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

AGREEMENT FOR CONTROL OF ANIMAL DAMAGE
ON PRIVATE PROPERTY

Agreement

Date
MM DD YY

TYPE OF AGREEMENT - "V" ALL THAT APPLY

1. Temporary Agreement 3. Continuation Form 5. Addendum to a Non-Private Agreement
 2. Urban Agreement 4. Amendment of an Existing Agreement 6. Supplement is not Required
 7. Special Considerations in Section 8

PLEASE PRINT CLEARLY

SECTION 1

Cooperator's Name: Last _____ First _____ Middle Initial _____

Cooperator's Address: Street _____ City _____ State _____ Zip _____

Business/Farm/Ranch Name: _____ State _____ Zip _____

Owner's Name: _____ (if different from Cooperator's) Area Code _____ Cooperator Telephone Number _____

Owner's Address: Street _____ City _____ State _____ Zip _____

SECTION 2

A. WS Employee Name, WS Code, State Code, and County Code

WS Employee Name: _____

WS Code:

State:

County:

B. List each Land Class with its Corresponding Acreage

LAND CLASS	ACRES
1st	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2nd	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3rd	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
4th	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Total Acreage Protected	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

C. If this is an Adjoining Property Agreement, List the Properties Protected

D. List all Species to be Targeted During Damage Control Activities

SPECIES	CODE
beaver	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
_____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
_____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
_____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
_____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

SECTION 3

In consideration of the benefits to be derived from the proper control of damage caused by those species listed in Section 2(D) of the agreement, the undersigned cooperator, do hereby give my consent, and concurrence, to the Animal and Plant Health Inspection Service (APHIS), (to include its officers, employees, and agents) in use, upon lands owned, leased, or otherwise controlled by me, and identified by this agreement, the following methods and devices:

METHOD	CODE	METHOD	CODE	METHOD	CODE	METHOD	CODE
conibear trap	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	snare	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	explosives	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	dam removal	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
leghold trap	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	shooting	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

SECTION 4

I, the cooperator, have been informed of the methods and the manner in which the control materials and devices listed in Section 3 will be used, and of the possible hazards associated with their use. I understand that APHIS, again to include its officers, employees, and agents will exercise reasonable precautions to safeguard all persons and to prevent injury to animal life other than those listed in Section 2(D) above; guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all control operations.

SECTION 5

In consideration of these understandings and of the benefits to be derived, I, the cooperator, agree to take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property or to property under my control, when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place out for the purpose of notifying persons entering onto such lands of the possible hazards associated with animal control measures in use thereon; and to give adequate warning to persons I authorize to enter onto such lands, of these possible hazards.

In recognition of the benefits to be derived from the use of the specified methods and devices authorized by this agreement, I, the cooperator, agree not to concurrently use or allow to be used upon lands covered by this agreement, any toxic material that might reasonably be expected to take a species listed in the above Section 2(D) unless such use of said toxicant is agreed to by APHIS in writing.

This agreement may be revoked by either party by a 30-day written notice.

SECTION 8

Special Considerations: _____

SIGNATURE AND TITLE (Landowner, Lessee, or Administrator) _____ ADDRESS _____ DATE _____

SIGNATURE AND TITLE (APHIS Representative) _____ ADDRESS 118 Extension Hall DATE _____

WS FORM 12A (OCT 97) Replaces ADC 12A (Feb. 93) which may be used. Auburn University, AL 36849-5656 PART 1 - STATE ONLINE

Nassau County Road & Bridge Dept.
37356 Paa Farm Road
Hilliard, Florida 32046
(904) 845-3610, 356-2003
Fax: (904) 845-1230

Facsimile Transmittal

To: Ann (County Attorney's Office) Fax: 491-2816 Ext 18

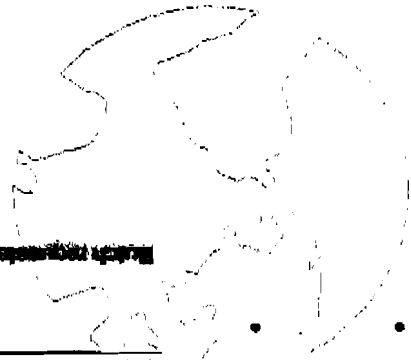
From: Charlotte Young Date: 06/09/03

Re: Beaver Trapping Pages: 11

CC:

Urgent For Review Please Comment Please Reply Please Recycle

Please request that I fax this to you.



6/23/03

Handwritten notes or initials, possibly "K65ND1".

.....

5-12-03

1:00pm

To: Charlotte

From:

Leon

RE:

Permit

7 pages