

TOWN OF CINCO BAYOU
SPECIAL TOWN COUNCIL MEETING
MARCH 12, 1991

Mayor Laginess called the Special Town Council Meeting to order at 5:30pm.

SILENT PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL Present: Mayor Laginess
Councilwoman Balsley
Councilman Broxson
Councilman Kendrick
Councilman Skelly

Absent: Councilman Gage (Arrived at 5:35)

Also Present: Attorney McInnis Manager Borchik Tim Olsen
Engineer King Secretary Cherniga Karen Wolf

REGULAR BUSINESS

1. Visit to Francis Park - At this time, Mayor Laginess called a recess for the purpose of moving the Special Town Council meeting to Francis Park. The meeting was reconvened at Francis Park at 5:40 PM. Mr King, Town Engineer, briefed the Council on the erosion problems in the park and proposals for a possible solution. Following a short discussion, the Council asked Mr. King to contact area landscapers to determine if proper landscaping could resolve the erosion problem. In addition, the Town Manager was requested to contact State agencies concerned with parks and stormwater management to determine if state funds are available for erosion control or park reclamation. The Town Engineer and Town Manager will report their findings to the Council at the April Town Council meeting. The meeting was again recessed to enable the Council to return to the Town Hall.

Mayor Laginess reconvened the Special Town Council meeting at 6:05 PM.

Also Present: D. Kelly C Leach T. Leach
Abbie Tyner Sadie Robblee

2. PAWS Contract - Mrs Kelly, Executive Director, PAWS, opened the discussion citing three areas of concern with the proposed contract - apparent conflicting paragraphs concerning the hold harmless clause, the population count upon which the annual contract charge is based and the requirement for monthly incident/activity reports. The problems with the hold harmless clause and population count were quickly resolved, however, there was lengthy discussion concerning incident/activity reports.

Following the discussion, Councilman Skelly made a motion to approve the contract for services with PAWS with the following amendments:

1. To pay to PAWS from 3/13/91 to 5/13/91 the sum of \$ 133.10.

2. Delete paragraph 3 under "Town Does Agree" and paragraph 6 become paragraph 3.

3. Under "PAWS Does Agree", delete paragraph 9.
Councilman Kendrick seconded the motion and the motion was approved 4 to 1 with Councilwoman Balsley voting "Nay".

There being no further business, the meeting was adjourned at 7:07 PM.


Mayor

ATTEST:


Town Manager/Clerk

NOTE: A mechanical recording has been made of the foregoing proceedings, of which these minutes are a part, and is on file in the office of the Town Manager/Clerk.

CONTRACT FOR SERVICES

THIS CONTRACT, made and entered into this day of March, 1991 between the PANHANDLE ANIMAL WELFARE SOCIETY, INC. (hereinafter referred to as PAWS), and the TOWN OF CINCO BAYOU (hereinafter referred to as the Town).

WITNESSETH:

WHEREAS, the parties do agree that the purpose of this contract is to establish PAWS as the administrative and enforcement arm for applicable Florida Statutes and the appropriate Okaloosa County, Florida and/or Town of Cinco Bayou animal control ordinances;

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

TOWN DOES AGREE:

1. To pay to PAWS for FY 1990-91 an annual sum of \$798.56 to be disbursed in quarterly payments of \$199.64, in consideration of the services provided herein. Payments shall be made upon receipt of a quarterly statement submitted by PAWS. Town acknowledges that the cost for animal control is based on \$2.48 per capita of Town population, which is the average cost of animal control among the municipalities that contract for PAWS' services.

2. That all fines and fees collected by PAWS pursuant to this contract shall be retained by PAWS to help defray the costs of animal control.

3. To hold PAWS harmless and indemnify its agents and employees from and against all claims, damage, losses and expenses, including a reasonable attorney fee, should PAWS be a party to any action arising from the enforcement of the applicable ordinances and statutes, unless the claim is based on gross negligence by PAWS, its agents or employees.

4. The Mayor, or his designee, shall act as liaison with PAWS in all matters, ordinances and statutes of the State of Florida.

5. The Town shall not hold PAWS responsible for the removal of dead animals.

6. To hold PAWS harmless and only to the extent that the Town's privilege of sovereign immunity has been waived in accordance with Florida Statute 768.28 to indemnify its agents and employees from and against all claims, damage, losses, and expenses including a reasonable attorney's fee, should PAWS be a party to any action arising from the enforcement of the applicable ordinances and statutes, unless the claim is based on negligence by PAWS, its agents or employees.

PAWS DOES AGREE:

1. To provide licensing procedures and services for animals required to be licensed in accordance with appropriate animal control ordinances of Okaloosa County and/or Town and to provide the administrative support necessary for the issuing and reissuing of licenses.

2. To enforce appropriate ordinances and statutes as applicable including, without limitation, all animal control ordinances of Okaloosa County and/or Town and all applicable Florida Statutes. PAWS' duties relative to enforcement are enumerated as follows:

- (a) Issue citations against and/or impound animals determined to be in violation of Okaloosa County and/or Cinco Bayou ordinances and/or Florida Statutes;
- (b) Provide adequate food, shelter and emergency health care as necessary for all impounded animals;
- (c) House each impounded animal for a period of time specified in the appropriate animal control ordinances.
- (d) Animal Control Officers will be provided to enforce the ordinances of Okaloosa County and/or Cinco Bayou and Florida Statutes. PAWS will provide the vehicles, equipment and facilities necessary to carry out its enforcement duties.

3. To submit an annual status report regarding its animal control activities to the Town Council.

4. To maintain an Animal Control Officer on 24-hour call to respond to calls reasonably considered to constitute an emergency. An emergency is defined as an incident reasonably considered to be a threat or danger to other animals or to the health and welfare of the public.

5. PAWS will assist the Town with special tasks, such as responding to dog packs, emergency management, and/or other animal-related situations. Requirements for such assistance will be communicated to PAWS, either in writing or verbally, by the Town in advance to permit rescheduling of work assignments.

6. To provide reasonable daytime control service to the Town when not answering complaints or emergencies and to stagger work shifts so that early morning and early evening periods are covered for calls which may occur. Service will include unscheduled, random five-day-a-week patrol within the Town limits. It is understood that on occasion manpower shortages due to illness,

ATTEST:

PANHANDLE ANIMAL WELFARE
SOCIETY, INC.

President

Pawscont.civ