

INTERLOCAL AGREEMENT

This Agreement entered into by and between the following parties: City of Laurel, Mississippi (herein “Laurel”) and the City of Ellisville, Mississippi, (herein “Ellisville”), to wit:

WHEREAS, on or about February 4, 2014 the cities of Laurel and Ellisville entered into an Interlocal Agreement relating to animal control and now desire to amend the same to allow certain breeds of dogs to be kept which were previously prohibited from the shelter for an increased rate of \$25.00; and

WHEREAS, the Animal Control Department of the City of Laurel has the necessary equipment to be used in the sheltering of small domestic animals; and

WHEREAS, Ellisville desires Laurel’s assistance for small domestic animal control; and

WHEREAS, Laurel and Ellisville agree that the fee for sheltering said animals shall be the prevailing rate as established and maintained by Laurel (which rate shall be made available by Laurel upon request), the current rate being \$15.00 per animal per day for all breeds except those listed below which shall be housed at a current rate of \$25.00 per day subject to being changed by the City of Laurel; and

WHEREAS, Ellisville agrees that it shall retain responsibility for euthanasia and disposal of the small domestic animals from Ellisville; and

WHEREAS, Laurel shall maintain an accounting of all charges under this Agreement and shall furnish to Ellisville a monthly itemized statement of all charges, and Ellisville shall reimburse Laurel monthly; and

WHEREAS, Laurel will assume no liability resulting from sheltering, euthanasia, or disposal of any animal apprehended in Ellisville, and Ellisville agrees to reimburse Laurel for the payment of any judgment entered against Laurel arising out of sheltering, euthanasia, and disposal of small domestic animals from Ellisville; and

WHEREAS, Laurel shall comply with the established rules and regulations of the Animal Control Department of Laurel and with the provisions of the small domestic animal ordinance of

EXHIBIT A

Laurel, and Ellisville shall comply with all state and federal statutes in the sheltering, euthanasia, and disposal of small domestic animals under this Interlocal Agreement; and

WHEREAS, the parties hereto desire to enter into an Interlocal Agreement under the authority of §17-13-7, and pursuant to §21-19-9 and §19-3-41, Miss. Code Ann. (1972) respectively, as amended, in the control of small domestic animals at large; and

WHEREAS, this Interlocal Agreement shall be on a month-to-month basis commencing on the date on which this Interlocal Agreement is executed by both governing bodies, and shall continue until terminated by either party upon one (1) week's written notice.

NOW, THEREFORE, in consideration of the mutual agreements herein and the mutual relationship of the parties as they relate to the running at large of small domestic animals, the parties agree as follows:

1. Laurel will accept small domestic animals from Ellisville, if space is available.
2. Laurel will not accept any diseased animals.
3. Laurel will hold small domestic animals for five (5) working days after which time Ellisville will have them euthanized. If the animal has bitten any persons, the animal will be held ten (10) working days to see if the animal has rabies.
4. Ellisville must call the shelter before bringing any animal and, if accepted, the animal must be delivered by Ellisville between 7:00 a.m. and 3:30 p.m. Monday through Friday.
5. Laurel will accept any of the following dogs; however, the rate for housing will be at the higher rate as established by the City of Laurel which is currently \$25.00 per day:
Any dog conforming, or substantially conforming, to the breed of American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Pit Bull Terrier, Rottweiler Breed Standard, Doberman Pinscher Breed Standard, Chow Breed Standard, or German Shepherd Dog Breed Standard as defined by the United Kennel Club or American Kennel Club.
6. Laurel assumes no liability in the apprehension, transporting, sheltering, euthanasia, or disposal of any animal apprehended in accordance with this Interlocal Agreement.
7. Laurel agrees to comply with local, state, and federal rules and regulations in the sheltering, euthanasia, and disposal of small domestic animals under this Interlocal Agreement.
8. Ellisville agrees to reimburse Laurel for any payment of any judgment entered against it arising out of the sheltering, euthanasia, or disposal of animals obtained outside the City limits in accordance with this Interlocal Agreement.

9. This Interlocal Agreement is entered into by and among the parties under the authority of §17-13-7, and pursuant to §21-19-9 and §19-3-41, Miss. Code Ann. (1972).
10. This Interlocal Agreement is on a month-to-month basis commencing on the date of its execution by both governing bodies, and shall continue until terminated by either party upon one (1) week's written notice.
11. This Agreement shall be in full force and effect from and after its approval by the Attorney General pursuant to §17-13-11 Miss. Code Ann. (1972). A true copy of this Agreement will be filed with the Clerk of each of the parties, the Secretary of State, and the State Department of Audit.
12. The parties have approved this Agreement by entering the appropriate Resolution on their separate Minutes on the following dates:
Laurel City Council - _____
Board of Alderman, City of Ellisville - _____
Such approval meets the requirements of §§17-3-1, et. seq. Miss. Code Ann. (1972).
13. The parties agree to periodically review this Agreement and, when necessary, amend the same. However, no amendment will be effective until it is reduced to writing and signed by all parties, and provided such amendment is approved by the Attorney General pursuant to the requirements of the laws of the State of Mississippi.

WITNESS the signatures of the Mayors of the City of Laurel and the City of Ellisville.

CITY OF LAUREL, MISSISSIPPI

By: _____
Johnny Magee, Mayor
Date: _____

ATTEST:

Mary Ann Hess, City Clerk

CITY OF ELLISVILLE, MISSISSIPPI

By: _____
Tim Waldrup, Mayor
Date: _____

ATTEST:

Charma Cook, City Clerk