

RESOLUTION OF THE BOARD OF SUPERVISORS
OF JACKSON COUNTY, MISSISSIPPI APPROVING
INTERLOCAL BETWEEN JACKSON COUNTY, MISSISSIPPI, AND THE
CITIES OF GAUTIER, MOSS POINT, OCEAN SPRINGS,
AND PASCAGOULA, MISSISSIPPI, FOR THE PROVISION OF
ANIMAL HOUSING SERVICES AND FACILITIES

WHEREAS, the Board of Supervisors of Jackson County, Mississippi and Cities of Gautier, Moss Point, Ocean Springs, and Pascagoula, Mississippi, ("Cities") are desirous of entering into an Interlocal Agreement for the housing and care of animals, a copy of which is attached hereto;

BE IT, THEREFORE, RESOLVED that the Board of Supervisors of Jackson County hereby approves the Interlocal Agreement with the Cities for animal housing and care at the Jackson County Animal Shelter, and authorizes the President and Clerk of the Jackson County Board of Supervisors to execute same, and said Interlocal Agreement shall be forwarded to the Mayor of each of the Cities for approval.

BE IT FURTHER RESOLVED that said Interlocal Agreement shall be forwarded to the Attorney General of the State of Mississippi for approval, and upon approval said Interlocal shall be filed with the Secretary of State for the State of Mississippi and the Chancery Clerk for Jackson County, Mississippi.

The motion to approve the foregoing resolution was made by Supervisor Cumbest, seconded by Supervisor Taylor, and the following vote was recorded:

Supervisor Cumbest	<u>Yes</u>
Supervisor Harris	<u>Yes</u>
Supervisor Taylor	<u>Yes</u>
Supervisor Ross	<u>Yes</u>
Supervisor Bosarge	<u>Yes</u>

RESOLVED, this the 15th day of October, 2018.

ATTEST:

BOARD OF SUPERVISORS OF
JACKSON COUNTY, MISSISSIPPI

Josh Eldridge
Josh Eldridge, Clerk of the Board

By: Randy Bosarge
Randy Bosarge, President



STATE OF MISSISSIPPI
COUNTY OF JACKSON

INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN
JACKSON COUNTY, MISSISSIPPI, AND THE CITIES OF GAUTIER,
MOSS POINT, OCEAN SPRINGS AND PASCAGOULA, MISSISSIPPI

WHEREAS, the Cities of Gautier, Moss Point, Ocean Springs, and Pascagoula, Mississippi, and the Board of Supervisors of Jackson County, Mississippi, desire to work together to operate local government in an efficient and cost effective manner; and

WHEREAS, one area that this goal can be achieved is animal housing and care; and

WHEREAS, the Cities of Gautier, Moss Point, Ocean Springs, and Pascagoula, Mississippi, and the Board of Supervisors wish to enter into this agreement to their mutual advantage to provide animal housing services and facilities in a manner that will best serve the citizens as allowed by the Interlocal Corporation Act of 1974, being Section 17-1-3, et seq, Mississippi Code of 1972 annotated.

NOW, THEREFORE, in consideration of the above and foregoing premises and under the authority of Sections 17-13-1 through 17-13-17, Mississippi Code of 1972, Annotated, and the further consideration of the mutual advantages and promises hereinafter contained, this contract and agreement is made and entered into on the date hereinafter stated by and between JACKSON COUNTY, MISSISSIPPI, hereinafter called COUNTY, and CITIES OF GAUTIER, MOSS POINT, OCEAN SPRINGS, AND PASCAGOULA, MISSISSIPPI, hereinafter called CITIES; and the parties do contract and agree to the terms and conditions hereinafter set forth:

- A) EFFECTIVE DATE. This Agreement shall become effective immediately after receipt of approval from the Attorney General of the State of Mississippi as provided in Section 17-13-11 of the Mississippi Code of 1972.
- B) DURATION. This Agreement shall be in effect for a period of one (1) year, ending on the 1st day of October, 2019. This Agreement will automatically renew each

subsequent October 1st without further action of the entities unless an entity gives written notice of its intent to withdraw from the Agreement as set forth in Section G below.

This Agreement is subject to ratification by the new governing authority of any entity in the event the term extends beyond any term of office of said governing authorities.

- C) **PURPOSE.** The purpose of this Agreement is to provide for the housing of animals apprehended within the boundary of the CITIES and supercedes any prior agreements for animal control or housing services between any of the CITIES and the COUNTY.
- D) **ORGANIZATION AND STATUTORY AUTHORITIES.** There will be no separate legal or administrative entity created by this Agreement. The CITIES have authority under Section 21-19-9, Mississippi Code of 1972, Annotated to control the running at large of animals and establishment of pounds. The COUNTY has like authority under Section 19-5-50, Mississippi Code of 1972, Annotated.
- E) **MANNER OF FINANCING, STAFFING, ETC.** The CITIES shall each pay \$500.00 annually to the COUNTY for the services provided by the COUNTY, and this fee may be renegotiated and agreed upon by the entities each year. Said payment shall be made on or before October 31st of each year for the ensuing year.

The CITIES shall be responsible for pickup and transportation of animals to the Jackson County Animal Shelter. The COUNTY shall be responsible for the housing and care of the animals brought to the shelter. The COUNTY shall comply with the impoundment and redemption procedures under the Animal Control Ordinances of Jackson County, Mississippi. All fees and fines collected at the shelter shall be retained by the COUNTY.

- F) **AMENDMENT.** This Agreement may be amended by any entity upon joint, written agreement of the parties, and the amendment shall be spread upon the minutes of the entities and forwarded to the Attorney General of the State of Mississippi for approval prior to the enactment of these amendments.
- G) **TERMINATION.** Participation in this Agreement by any entity may be terminated at any time by providing written notice to the parties through the passage of a resolution by the entity's governing authority indicating an intent to withdraw from this Agreement. If any single entity elects to discontinue participation in this Agreement, the Agreement will remain in force with the remaining entities.
- H) **ACQUISITION OR DISPOSAL OF PROPERTY.** Any real or personal property acquired under and in fulfillment of this Agreement shall be and remain the property of COUNTY and shall be accounted for and disposed of in accordance with the policies of the Board of Supervisors and the Laws of the State of Mississippi.

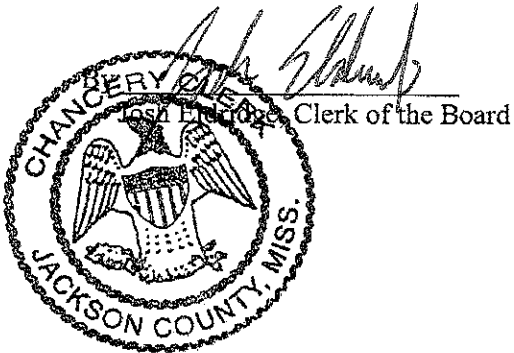
- I) APPROVAL OF AGREEMENT. This Agreement must be ratified and approved by the respective governing authorities prior to initiation, and this Agreement is expressly subject to the approval by the Attorney General of the State of Mississippi as required by Section 17-13-11, Mississippi Code of 1972, Annotated.
- J) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused the execution and delivery of this Agreement on this the 15 day of October, 2018.

JACKSON COUNTY, MISSISSIPPI
BOARD OF SUPERVISORS

By: Randy Bosarge
Randy Bosarge, President

ATTESTED:



CITY OF GAUTIER, MISSISSIPPI

By: _____
Phil Torjusen, Mayor

ATTESTED:

By: _____
City Clerk

CITY OF MOSS POINT, MISSISSIPPI

By: _____
Mario King, Mayor

ATTESTED:

By: _____
City Clerk

CITY OF OCEAN SPRINGS, MISSISSIPPI

By: _____
Shea Dobson, Mayor

ATTESTED:

By: _____
City Clerk

CITY OF PASCAGOULA, MISSISSIPPI

By: _____
Dane Maxwell, Mayor

ATTESTED:

By: _____
City Clerk