

ORDINANCE PROVIDING FOR THE CONTROL OF DOGS AND DANGEROUS ANIMALS WITHIN LEE COUNTY, MISSISSIPPI

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF LEE COUNTY, MISSISSIPPI:

SECTION 1. DEFINITIONS

That for the purpose of this Ordinance, the following definitions shall apply when used herein:

- a) The word "Dog" shall include both the male and female sex of the canine species.
- b) The word "Owner" shall include any person, partnership, firm or corporation owning, keeping or harboring one or more dogs.
- c) The words "Dangerous Dog" shall mean that a dog without provocation, has chased or approached in either a menacing fashion or an apparent attitude of attack, or has attempted to bite, or has bitten, maimed, killed, or otherwise endangered any person, dog, or other animal. "Dangerous Dog" shall not include:
 1. A police dog while being used to assist law enforcement officials in the performance of their official duties.
 2. A dog attempting to prevent a trespass or other criminal offense on the property of its owner, keeper, or harbinger.
- d) The words "Without Provocation" shall mean that the dog was not teased, tormented, or abused by a person, or that the dog was not coming to the aid or the defense of a person who was not engaged in illegal or criminal activity and who was not using the dog as a means of carrying out such activity.
- e) The words "Menacing Fashion" shall mean that the dog would cause a reasonable person being chased or approached to believe that the dog would attempt to cause physical injury to that person.
- f) The words "Humanely Destroyed" shall generally mean to be destroyed by euthanasia under the supervision of a licensed veterinarian.
- g) The words "Lee County" shall mean the unincorporated areas of Lee County, Mississippi.
- h) The word "Board" shall mean the Board of Supervisors of Lee County, Mississippi.
- i) The word "Law Officer" shall mean the Lee County Sheriff or any of his lawfully authorized deputies.
- j) The word "County" shall mean Lee County, Mississippi, its departments and employees.

SECTION 2. VACCINATIONS

Provision 1. Every person who owns or has in his possession or who keeps or

harbors any dog in Lee County, shall have and keep said dog inoculated (vaccinated) against rabies, as provided by the laws of the State of Mississippi, and as provided by the rules and regulations prescribed and promulgated by the Mississippi State Board of Health and it shall be unlawful for any person to own, possess, keep or harbor any dog within Lee County unless said dog has been so inoculated against rabies.

SECTION 3. HYDROPHOBIA (RABIES)

Provision 1. If any dog within Lee County shall at any time have rabies, or shall be suspected by the County Health Officer, any law officer, or designated representative of the County of having rabies, or shall have been exposed to rabies, said dog shall be safely confined by its owner and all respects dealt with in accordance with the direction of the County Health Officer, any law officer, or designated representative of the County.

Provision 2. If any dog suffering with rabies or reasonably suspected of suffering with rabies is caused or permitted to be at large within Lee County, said dog may be destroyed by any law officer or designated representative of the County without said officer/representative having to catch or impound said dog. No action shall be maintained by the owner of said dog for said dog being destroyed in accordance with this Section.

Provision 3. Whenever the Board finds and adjudge, by Order or Resolution duly passed by them and entered upon their minutes that it has become necessary to further safeguard the public from the dangers of Hydrophobia (Rabies), they may in the exercise of their sound discretion, issue a Proclamation directing every person owning or possessing a dog in Lee County to securely confine said dog on the premises of the owner thereof. Any dog caused or permitted to be at large in violation of the terms of any such Proclamation may be dealt with in the same manner as hereinabove provided. Before any such Proclamation the Board may, in their discretion, seek and abide by the advice of the County Health Officer or other representative of the Board of Health of the State of Mississippi.

Provision 4. If any dog is caught and/or impounded by any law officer, the County or its designee, in compliance with this Section, then said dog shall not be released to the Owner until such time as the owner provides proof of a current rabies vaccination or provides the vaccination by a licensed veterinarian. Said owner shall have a period of five (5) days to produce said proof of vaccination or have the dog vaccinated by a licensed veterinarian. If after the five (5) day period said dog remains in violation of this Section then said dog may be humanely destroyed by the County or its designee.

SECTION 4. INJURED, NEGLECTED OR ABANDONED DOGS

Provision 1. Upon receipt of a sworn affidavit from any respectable citizen of Lee County or if in the opinion of any law officer or designated representative of the County any dog is found to be neglected, abandoned, injured or diseased, then said dog may be caught and/or impounded for a period of five (5) days. If after the five (5) day period it is determined by said law officer or designated representative of the County that said dog is not claimed by the owner, found to be in compliance with the required rabies vaccination, and assured of proper care by said Owner, then said dog may be humanely destroyed by any law officer or designated representative of the County. No action shall be maintained by the owner of said dog if said dog is humanely destroyed in accordance with this Section.

SECTION 5. DANGEROUS ANIMALS

Provision 1. The following animals are hereby found and determined to be dangerous animals and as such are subject to all requirements and provisions of this article:

- a) Any animals, other than domestic dogs, which in a wild state are carnivorous or poisonous or which, due to their physical makeup or capabilities, are capable of inflicting serious physical harm or death to human beings.
This includes, but is not limited to, animals belonging to the cat or snake family, including all constrictors, bears, wolverines, badgers, lions, tigers and such other animals as the Board may from time to time determine by Order or Resolution to be vicious animals. The Clerk of the Board of Supervisors or County Administrator is authorized to compile and maintain a list of said animals as may be determined to be regulated by this Article.
- b) Any domestic dog or any other animal that exhibits any of the following characteristics:
1. Without provocation approaches, in a threatening or terrorizing manner, any person in any apparent attitude of attack or exhibits any behavior that constitutes a physical threat of bodily harm to a person upon the streets, sidewalks, any public or common grounds or places, or in any place where such person is conducting himself peaceably and lawfully.
 2. Without provocation bites, inflicts injury, assaults or otherwise attacks a person, in any place where such person is conducting himself peaceably and lawfully, or when such animal is not on the property of the owner of the attacking animal.
 3. A known propensity, tendency or disposition to attack without provocation, to cause injury, or to otherwise endanger the safety of human beings or other domestic animals.
 4. Owned or harbored primarily or in part for the purpose of fighting or any animal trained for fighting.

Provision 2. For the purposes of this Article, a person shall be considered to

be peaceably and lawfully upon the private property of any owner of an animal when he is on such property in the performance of any duty imposed upon him by any laws or postal regulations of the United States or any political subdivision thereof or when he is on such property upon invitation, expressed or implied.

Provision 3. The provision of this section notwithstanding, no animal may be determined to be dangerous due to the facts that it:

- a) Inflicts injury or damage on a person who is committing a willful trespass or other tort upon the premises occupied by the person owning or in possession of the animal or who is teasing, tormenting, abusing or assaulting the animal or who is committing or attempting to commit a crime.
- b) Inflicts injury or damage on another domestic animal that is or was teasing, tormenting, abusing or assaulting the animal.
- c) Takes any action to defend or protect a human being within the immediate vicinity of the animal from any unjustified attack or assault.

Provision 4. Unless specifically stated to the contrary, the following are exempt from the requirements of this article:

- a) Any duly authorized and lawfully operating dealers in animals within Lee County.
- b) Any lawfully operated circus, carnival, performing act or similar functions and events of a temporary nature as may be authorized by the County.

- c) Dogs or other animals lawfully used to guard private property.
- d) Dogs or other animals assisting a law officer engaged in law enforcement duties.
- e) Animals in a licensed veterinary, animal or small animal hospital for treatment or kept in a bona fide educational, medical or other research institution or in zoos, museums or similar places where such animals are kept as live exhibits or for study.

Provision 5. Upon receipt of a sworn affidavit from any respectable citizen being presented to any law officer or designated representative of the County, or if in the opinion of any law officer or designated representative of the County, that any animal is found to be dangerous as described in this Section then said animal may be caught and impounded for a period of five (5) days. If after the five (5) day period it is determined based on the sworn affidavit and other pertinent information gathered by any law officer or designated representative of the County that said animal is in fact determined to be a dangerous animal in accordance with this Section, then said animal may be humanely destroyed by said law officer or designated representative of the County. No action shall be maintained by the owner of said animal if said animal is humanely destroyed in accordance with this Section.

SECTION 6. PENALTIES

Provision 1. The failure or refusal of any person to comply with any of the provisions of this Ordinance, and the violation of any provision of this Ordinance by any person shall constitute a misdemeanor, and any person guilty of any violation or any provision of this Ordinance shall, on conviction thereof, be fined for the first offense in a sum not to exceed Twenty-Five Dollars (\$25.00); and the second offense in a sum not to exceed Fifty Dollars (\$50.00); and for the third offense a sum not to exceed One Hundred Dollars (\$100.00); and for any subsequent offense a sum not to exceed One Thousand Dollars (\$1000.00) and/or six (6) months in jail.

SECTION 7. ENFORCEMENT

Provision 1. The Lee County Sheriff's Department and any designated representative of the County shall have the primary duty and responsibility of enforcing the provision of this Ordinance and any such law officer or designated representative is fully authorized and empowered to enforce any and all of the provisions hereof.

SECTION 8. SEVERABILITY

Provision 1. This Ordinance has been considered section by section, provision by provision, and as a whole, and if any section or provision hereof should be held unconstitutional or invalid for any reason, the remaining sections and provisions hereof shall be valid, it being hereby declared that all constitutional and valid provisions hereof would have been enacted after the exclusion of any section or provision which might be found to be unconstitutional or invalid.

SECTION 9. EFFECTIVE DATE

This Clerk of the Board of Supervisors shall cause this Ordinance to be published as soon as possible after the passage hereof and this Ordinance shall become effective thirty (30) days after the date of its adoption.

DRAFT DATE: 6-4-03

**CONTRACT BETWEEN LEE COUNTY, MISSISSIPPI, AND
THE TUPELO-LEE HUMANE SOCIETY**

This agreement entered into this day between Lee County, Mississippi, (hereinafter referred to as "County") and the Tupelo-Lee Humane Society (hereinafter referred to as "Humane Society").

The County and Humane Society hereby enter into a mutual agreement whereby the Humane Society shall accept animals brought to the Animal Shelter (located at 2400 South Gloster Street-Tupelo, MS) by county residents or by the County Animal Control Officer. In order to provide the aforescribed services, the County and Humane Society agree to the following terms:

- I. The Humane Society shall maintain adequate buildings and equipment and shall employ and train sufficient numbers of employees to accept animals delivered to the Animal Shelter by the County Animal Control Officer or any county resident. Acceptance of animals delivered to the Animal Shelter shall be on Mondays between 9:00 a.m. and 1:30 p.m. and Tuesdays through Fridays between 9:00 a.m. and 3:30 p.m. Animals delivered at dates/times other than those listed above shall be placed in the Animal Shelter's outside cages.
- II. The Humane Society reserves the right to accept other types of animals (other than dogs and cats) on a case—by—case basis. The Humane Society shall assist with emergency cases and rescues, when practical where manpower and equipment are available, as requested by the County Animal Control Officer.
- III. The Humane Society shall provide community education related to spay/neuter and responsible pet ownership.
- IV. The Humane Society shall provide training and technical assistance, when practical where manpower and equipment are available, as requested by the County Animal Control Officer.
- V. The Humane Society agrees to indemnify the County from all claims involving Humane Society employees carrying out the terms of this agreement.
- VI. The Humane Society agrees to maintain, at the Humane Society's expense, a liability insurance policy written by a responsible insurance carrier licensed to do business in the State of Mississippi, which shall insure all liability, personal injuries and property damages with policy limits of not less than \$1,000,000.00 combined single limit for any claim arising out of any one occurrence. Such insurance shall provide for blanket contractual liability coverage for the liability assumed and indemnity provided for in Paragraph V above. The Humane Society shall provide a certificate of insurance evidencing the insurance coverage required in this section, which certificate shall provide that the insurance shall not be cancelled or materially amended unless thirty (30) days prior written notice is given to the County.
- VII. The County shall adopt an Animal Control Ordinance (Attachment "A") defining the scope/procedures relative to animal control in the unincorporated areas of the County.
- VIII. The County shall employ, equip and train an Animal Control Officer to provide animal control services, in accordance with the County's Animal Control Ordinance, in the unincorporated areas of the County. Delivery of animals to the Animal Shelter by the County Animal Control Officer shall begin no earlier than thirty (30) days after Lee County's adoption and publication of the Animal Control Ordinance (Attachment "A").

- IX. The County shall agree that the County Animal Control Officer shall strive to provide at least thirty (30) minutes notice prior to making any delivery of animals so that the Animal Shelter can prepare for that/those animal(s).
- X. The County shall provide a cash payment to the Humane Society during the term of this agreement, (beginning March 8, 2004 and ending September 30, 2004) such payment totaling \$19,287.50 (\$2,755.36 per month).
- XI. All notices hereunder, if given to the County, shall be given as follows:
Lee County
Post Office Box 1785
Tupelo, MS 38802-1785
Attention: County Administrator
And notices given to the Humane Society shall be given as follows:
Tupelo-Lee Humane Society
Post Office Box 1185
Tupelo, MS 38802-1185
- XII. The Humane Society shall provide a written monthly report of activity (animals received from the County Animal Control Officer and county residents — information to be recorded separately) to the Board of Supervisors c/o the County Administrator no later than the 15th of each month following the month of service.
- XIII. This contract is a full, final and entire agreement between the parties, superseding all prior agreements, correspondence and understandings. This contract shall not be amended except in writing, signed by both parties hereto. This contract has been executed on behalf of the parties by officers and agents duly authorized so to do and shall be binding upon the parties. This contract shall be administered according to the laws of the State of Mississippi