

TOWN COUNCIL

STAFF REPORT EXECUTIVE DEPARTMENT



MEETING DATE:	June 14, 2016
PROJECT:	Animal Control Ordinance
PROJECT MANAGER:	Terry Finger, Town Attorney

RECOMMENDATION:

Town Council approve the Town Manager to enter into an Intergovernmental Services Agreement necessary to formalize the relationship between the County and the Town for the purposes of providing animal control support.

BACKGROUND:

Pending successful second and final reading of an ordinance to amend the Town of Bluffton Code of Ordinances, Chapter 4 by striking it in its entirety and replacing it with adoption, by reference, of Beaufort County Ordinance Chapter 14, Article II - Animal Control, adoption of the attached Intergovernmental Services Agreement is necessary to formalize the relationship between the County and the Town for the purposes of providing animal control services.

ATTACHMENT:

Intergovernmental Services Agreement between the Town of Bluffton and Beaufort County

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL SERVICES
) AGREEMENT – BEAUFORT COUNTY
COUNTY OF BEAUFORT) ANIMAL SERVICES AND
) MUNICIPALITY

This Intergovernmental Agreement in entered into by and between Beaufort County (hereinafter “County”) and the Town of Bluffton (hereinafter “Town”) this ____ day of _____, 2016, for the purposes of providing Animal Control Services within the municipal boundaries of the Town.

WHEREAS, a County ordinance may be enforceable within the corporate limits of a municipality pursuant to Article VIII, Sec.13 of the South Carolina Constitution which states: any county, incorporated municipality or other political subdivision may agree with the State or with any political subdivision for the joining administration of any function and exercise of powers and the sharing of costs thereof; and

WHEREAS, S.C. Code Ann. §4-9-40 permits a county to “perform any of its functions, furnish any of its services within the corporate limits of any municipality, situated within the county, by contract with any individual, corporation or municipal governing body, subject always to the general law and the Constitution of this State regarding such matters;” and

WHEREAS, on October 12, 2015 Beaufort County adopted the Beaufort County Animal Control Ordinance; and

WHEREAS, on June 14, 2016 the Town adopted the Beaufort County Animal Control Ordinance by reference; and

WHEREAS, the Town and County desire to enter into this Agreement to memorialize an arrangement whereby the County will provide animal control services including the enforcement and prosecution of animal control ordinance violations within both the unincorporated areas of Beaufort County and the Town; and

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town and County do hereby agree as follows:

1. Obligations:
 - a. Town’s Obligations: The Town shall adopt the Beaufort County Animal Control Ordinance by reference.
 - b. County’s Obligations: The County shall be obligated to, upon the effective date of this Agreement provide Animal Control Services within the Town. The County shall present code violations before the Beaufort County magistrate judge with one date per month north of the Broad River and one date south of the Broad River.

2. Notices: All notices, certificates or other communications required hereunder shall be sufficiently given and shall be deemed received when delivered in person, or mailed by certified mail, return receipt requested postage prepaid, and addressed as follows, or to such other addresses as may be designated in writing, by the Parties:

To the County: Beaufort County, South Carolina
 Attn: County Administrator
 P.O. Drawer 1228
 Beaufort, SC 29902

To the Town: The Town of Bluffton
 Attn: Town Manager
 20 Bridge Street
 Bluffton, SC 29910

3. General Provisions:

- a. In the event that any agreement contained herein should be breached by either party and thereafter waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- b. Except as otherwise provided herein, this Agreement may not be amended, changed, modified or altered without the prior written consent of both Parties hereto.
- c. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- d. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- e. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- f. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provision or sections of this Agreement.
- g. The Parties hereto intend only to provide for the provision of the services described in Paragraph 1 above as provided herein and affirmatively state that no master-servant, principal-agent, employer-employee relationship is created by this Agreement. No

employee, volunteer, contractor, agent, or subagent, shall be considered an employee or agent of the other party for any purpose whatsoever, and none shall have any status, right or benefit of employment with the other.

- h. The Parties hereto affirmatively represent that this Agreement is made solely for the benefit of the County and the Town and is not for the benefit of any third party who is not a signature party hereto. No party other than the signature parties hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

In Witness whereof, the Parties have set their hands and seals to this Intergovernmental Services Agreement for the Town of Bluffton.

WITNESSES:

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Gary Kubic, County Administrator

WITNESSES:

TOWN OF BLUFFTON

By: _____
Marc Orlando, Town Manager