

STATE OF SOUTH CAROLINA	)	INTERGOVERNMENTAL SERVICES
	)	AGREEMENT BETWEEN BEAUFORT
	)	COUNTY ANIMAL SERVICES AND
COUNTY OF BEAUFORT	)	TOWN OF BLUFFTON, SC

The "Agreement" is entered into by and between Beaufort County (hereinafter "County") and the Town of Bluffton, SC (hereinafter "Town") this \_\_\_\_ day of \_\_\_\_\_, 2022, for the purpose of providing Animal Control Services within the municipal boundaries of Bluffton, SC.

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: "[a]ny 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, the 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";

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

WHEREAS, on May 14, 2019, the Town approved an ordinance amending the Town of Bluffton Code of Ordinances, Chapter 4 — Animals; and

WHEREAS, on June 10, 2019, the County adopted amendments to Chapter 14 of the Beaufort County Code of Ordinances, which is also known as the Beaufort County Animal Control Ordinance; and

WHEREAS, on April 11, 2022, the County adopted amendments to Chapter 14 of the Beaufort County Code of Ordinances (Ordinance 2022/22), which is also known as the Beaufort County Animal Control Ordinance; and

WHEREAS, on September 13, 2022, the Town approved an ordinance amending the Town of Bluffton Code of Ordinances, Chapter 4 — Animals; and

WHEREAS, the Town and the County desire to rescind the previous Intergovernmental Agreement dated August 27, 2019, and 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 of Bluffton; 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. Agreement:
  - a. Town's Obligations: The Town adopted, by reference, the Beaufort County Animal Control Ordinance.

b. County's Obligations: The County agrees to, upon the effective date of this Agreement to provide Animal Control Services within the municipality. The County shall present code violations before a Beaufort County Magistrate Judge once a month at the Beaufort Courthouse and Bluffton Courthouse.

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:             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.

WITNESSES:

BEAUFORT COUNTY, SOUTH CAROLINA

\_\_\_\_\_

By: \_\_\_\_\_

Eric Greenway, County Administrator

\_\_\_\_\_

WITNESSES:

TOWN OF BLUFFTON

\_\_\_\_\_

By: \_\_\_\_\_

Stephen Steese, Town Manager

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