STATE OF SOUTH CAROLINA)
)
RICHLAND COUNTY)

INTERGOVERNMENTAL AGREEMENT
(Animal Care)

THIS AGREEMENT entered into this 15th day of January, 2015, is by and between Richland County (hereinafter the "County") and the Town of Arcadia Lakes (hereinafter the "Town").

RECITALS

WHEREAS, the County and the Town previously entered into an agreement dated November 5, 1979, for animal care services within the Town; and

WHEREAS, the Town desires to continue utilizing the services of the County Animal Care Department for all animal care services; and

WHEREAS, the County is willing to continue providing the Town said animal care services;

WHEREAS, the parties desire to execute a new agreement for animal care services;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Animal Care Department of the County shall provide such services to secure the enforcement and uniformity of animal control regulations within the Town in compliance with the animal control ordinances of the County and in accordance with the laws of the State of South Carolina where applicable.

The County shall provide the same degree, type and level of service as customarily provided to residents of the unincorporated areas of Richland County, which shall include, but not be limited to:

a) Field services shall include patrolling for stray, injured, nuisance and vicious animals and enforcing the County Animal Care Ordinance to include issuance of violation notices, citations and pet license applications. The County shall be responsible for the investigation and enforcement of animal cruelty, neglect and abandonment of animals. The County shall be responsible for the disposal of deceased animals prepared according to guidelines. The County shall be responsible for public education in the areas of responsible pet ownership.

b) Licensing of animals of the Town shall be in accordance with the County Ordinance. The County staff shall be responsible for maintaining records, receiving payment

and issuing tags. The County shall retain all payments received for pet licenses within the Town.

c) Animal Housing/Veterinary Services – County shall transport animals to locations contracted with or designated by the County. The County shall ensure veterinary services for sick or injured animals as set forth in its applicable veterinary contract.

d) Rabies Control – The County shall act as agent of the Town in relation to animal bites and rabies testing. Activities include but are not limited to investigation of all reported bites and quarantining of biting animals pursuant to the Department of Health and Environmental Services of South Carolina guidelines and performing of such duties as necessary to prepare and deliver animals for rabies testing.

2. The Town shall, within sixty (60) days after signing this Agreement, adopt the current Richland County Animal Care Ordinance, and hereby agrees to timely adopt all subsequent amendments thereto. The parties agree that the Town shall not repeal Town of Arcadia Lakes Ordinance Section 6-201, which prohibits hogs, pigs, cows, horses, goats, sheep or chickens within the Town, and that such ordinance shall be enforced by the County in addition to the regulations of the Richland County Animal Care Ordinance.

3. Except as noted in Paragraph 2 above, in any and all instances where an ordinance of the Town conflicts, restrains or is unreasonably burdensome to the enforcement of the Richland County Animal Care ordinance adopted by the Town, the adopted animal care ordinances shall take precedence. It is hereby declared to be the intent of the parties to give the County exclusive authority regarding the enforcement of such regulations within the territorial limits of the Town.

4. This Agreement shall have a term of four (4) years from the date of execution or until sooner terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.

5. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Arcadia Lakes.

6. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Arcadia Lakes which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is

assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

7. Nothing contained herein shall be interpreted to supersede agreements of intergovernmental matters between the Town and County, not otherwise addressing animal control as contemplated within this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES:

RICHLAND COUNTY

By: Torrey Rush, Richland County Council Chairperson

TOWN OF ARCADIA LAKES

Mark W. Huguley

By: _____

Its: Mayor