

ORIGINAL
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RESOLUTION NO.: R-2023-024

Authorizing the City Manager to execute an Intergovernmental Agreement (IGA) between Richland County and the City of Columbia for Animal Care Facilities

BE IT RESOLVED by the Mayor and City Council this 4th day of April, 2023, that the City Manager is authorized to execute the attached Intergovernmental Agreement (IGA) between Richland County and the City of Columbia for Animal Care Facilities, or on a form approved by the City Attorney, for the terms and conditions therein contained.

Requested by:

Assistant City Manager Shealy

Approved by:

Cheryl B. Wilson

City Manager

Approved as to form:

City Attorney

Mayor

ATTEST:

Gilda M. Hammond

City Clerk

Introduced: 4/4/2023

Final Reading: 4/4/2023

STATE OF SOUTH CAROLINA)
) INTERGOVERNMENTAL AGREEMENT
COUNTY OF RICHLAND) (Animal Care Facilities)

THIS AGREEMENT is entered into and with an effective date of the 1st day of August, 2023, (“Effective Date”) by and between Richland County (“County”) and the City of Columbia (“City”).

RECITALS

WHEREAS, the City owns, staffs, operates and maintains the Columbia Animal Shelter (“Shelter”) at 127 Humane Lane; and,

WHEREAS, the County and the City desire to co-locate animal care services in one facility for the efficiency of operations and to provide streamlined customer services that will expedite the redemption of lost pets and increase community-wide adoptions;

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

1. Per Diem Cost.

Beginning on the Effective Date, the Shelter will continue to accept canis familiaris (dogs) and felis domestics or felis catus (cats), hereinafter collectively referred to as “animals” delivered by County personnel and County citizens, in addition to those animals delivered by City personnel and City citizens. The City may accept other small mammals, reptiles, birds, or rodents, at no cost, as space permits and in the City’s sole and exclusive discretion.

On that date, the County will pay the per diem fee of Twenty-five and 02/100 (\$25.02) Dollars per day per animal for impoundment and euthanasia for all animals delivered by County citizens as well as County personnel. City shall invoice the County monthly for payment. If the City does not receive payment in full within sixty (60) days, the City, in its sole and exclusive

discretion, may refuse to accept animals from County personnel or citizens until all delinquent amounts are paid in full.

The per diem fee shall increase annually based upon the Consumer Price Index ("CPI") increase as published by the Bureau of Labor Statistics not to exceed 2% of the then-current per diem fee. If the CPI decreases, the fee shall remain the same as the preceding year.

2. Shelter Policies.

The City's policies and ordinances, as may from time to time be amended, will be applied to any and all operations of the Shelter, including but not limited to the disposition of animals received at the Shelter, adoption, redemption and spay/neuter, which are listed by way of illustration and not limitation. Prior to any change of Shelter policy relating to animal intake, City and County personnel will confer as to the proposed change and mutually agree in writing to the change before such policy is adopted and implemented by the City.

3. Advisory Committee.

An Animal Advisory Committee may be established by both jurisdictions to serve as an oversight committee to make recommendations regarding improving animal care services provided to the citizens of the community. The Committee will be comprised of the County Administrator or its designee, the City Manager or its designee and two members each of City and County Councils, or two citizens appointed by City and County Councils to represent the respective Councils. The Committee shall meet as needed.

4. Capacity Issues.

If at any time the Shelter reaches full capacity and is not able to accept additional animals, as may be determined by the City in its discretion after consultation with County Animal Control personnel, acceptance of animals delivered by County citizens and City citizens to the Shelter will

have priority over those delivered by County personnel and City personnel. Upon such determination by the City, and with notice to the County, each party shall work together to make alternative arrangements for the temporary care, custody and control of animals coming into the possession of County personnel and City personnel at each party's separate cost and expense until such time as the City determines, after consultation with County Animal Control personnel, that the Shelter is no longer at full capacity and that it is able to accept additional animals. If there is an emergency or criminal case (i.e., hoarding, cruelty, etc.,) needing immediate relief, the County shall contact the City, as soon as possible, so appropriate housing or disposition arrangements may be made. County's obligation to pay the City as provided for in this Service Agreement shall continue even if the City is unable to accept additional animals from County personnel during such periods of full capacity, if any. If the Shelter is unable to accept additional animals for a cumulative total of 30 days during any fiscal year, notwithstanding any other provision herein, the County may elect to terminate this Agreement and the County shall only be liable for the per diem rates applicable for animals housed at the shelter as of the day of termination and for a negotiated period thereafter, if any.

5. Term.

The initial term of this Agreement shall be for five (5) years renewable for an additional five (5) year term upon written agreement of the parties.

6. Termination.

The County or the City may terminate this Agreement by action of either Council with a one (1) year notice to the non-terminating party. In the event the funds appropriated by County Council available in any fiscal period are insufficient, this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to County of any

kind whatsoever, except as to the portions of payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

7. Breach.

In the event either party shall fail to comply with its obligations set forth in the Agreement, and such failure shall continue for a period of thirty (30) days after written notice of default has been provided by the other party, the complaining party shall be entitled to pursue any and all remedies provided under South Carolina law and/or terminate this Agreement.

8. Waiver

The failure of either party to insist upon the strict performance of any provision of this Agreement shall not be deemed a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement by either party shall constitute waiver of subsequent breach.

9. Notice

Written notice to the City shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

City of Columbia
City Manager
Post Office Box 147
Columbia, SC 29217

With a copy to:

Superintendent of Animal Services
127 Humane Lane
Columbia, SC 29209

Written notice to the County shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

Richland County
County Administrator
Post Office Box 192
Columbia, SC 29202

10. Entire Agreement

This Agreement represents the entire understanding and Agreement between the parties hereto and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding the same. To the extent that any additional or different provisions conflict with the provisions of this Agreement, the provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

11. Agreement Interpretation

Ambiguities in the terms of this Agreement, if any, shall not be construed against the City. This Agreement shall be interpreted pursuant to the laws of the State of South Carolina.

12. Severability

If any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

13. Captions and Headings

The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

WITNESSES:

[Signature]
Tisha D. Hammond

CITY OF COLUMBIA

APPROVED AS TO FORM
[Signature]
Legal Department City of Columbia, SC
03/15/2023

BY: Teresa B. Wilson
Teresa B. Wilson
ITS: City Manager

[Signature]
Christina

COUNTY OF RICHLAND

BY: Leonardo Brown
Leonardo Brown, MBA, CPM
ITS: County Administrator

Richland County Attorney's Office
[Signature]
Approved As To LEGAL Form Only
No Opinion Rendered As to Content