

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF EDGEFIELD )

RESOLUTION NO: 21-23-1153

**A RESOLUTION CONFIRMING TERMS OF A MEMORANDUM OF UNDERSTANDING BETWEEN EDGEFIELD COUNTY AND SALUDA COUNTY FOR CONSTRUCTION AND MAINTENANCE OF AN ANIMAL SHELTER IN EDGEFIELD COUNTY**

WHEREAS, Edgefield County is in the process of constructing an animal control shelter as part of their Detention Center Construction Project; and,

WHEREAS, in 2015, Edgefield County ("Edgefield") had entered into a Memorandum of Understanding (MOU) with Saluda County ("Saluda") for the board, maintenance, and disposal of animals delivered from Saluda to a proposed Edgefield shelter upon construction; and,

WHEREAS, Edgefield intends to expand their new proposed animal shelter to handle Saluda's animals with an additional cost of approximately \$166,000.00 being incurred for construction; and,

WHEREAS, since the terms of the 2015 MOU are no longer applicable, the Counties have now entered into a new MOU regarding the construction of said shelter along with board, maintenance and disposal policies for animals brought to the facility from Saluda County;

NOW THEREFORE BE IT RESOLVED BY THE EDGEFIELD COUNTY COUNCIL THAT:

1. It hereby approves of the terms of a new MOU with Saluda dated January 3, 2023 regarding construction, fee payment and sheltering of animals (See Attached Exhibit A).
2. Council directs the Chairman of County Council to sign any documents on behalf of Edgefield County to partner with Saluda for the implementation of its terms.

Dated \_\_\_\_\_

**Edgefield County Council**

\_\_\_\_\_  
Dean Campbell, Chair

ATTEST:

\_\_\_\_\_  
Aretha Eubanks, Clerk to Council

STATE OF SOUTH CAROLINA )

MEMORANDUM OF UNDERSTANDING

COUNTY OF EDGEFIELD )

COUNTY OF SALUDA )

**PARTIES**

This Memorandum of Understanding (hereinafter referred to as the “**Agreement**”) is entered into on \_\_\_\_\_ (the “**Effective Date**”), by and between Edgefield County, with an address of 124 Courthouse Sq, Edgefield, SC, 29824 (hereinafter referred to as the “**Edgefield**”), and Saluda County, with an address of 400 West Highland St. Saluda, SC, 29138 (hereinafter referred to as the “**Saluda**”) (collectively referred to as the “**Parties**”).

**PURPOSE**

This Agreement is entered into for the following reasons:

1. That Edgefield intends to build, operate, and maintain an Animal Control and Care Facility.
2. Saluda wishes to partner and participate in the operation of the above listed facility.
3. Parties wish to have a formal understanding of responsibilities.

**RESPONSIBILITIES OF THE PARTIES**

1. Saluda will pay 25% of the projected construction costs of \$664,000.00 which is estimated at this time as \$166,000.00. Saluda would also be responsible for 25% of any initial construction costs above these estimates.
2. Saluda agrees to pay 25% of all future expansions while this agreement is in effect. Edgefield agrees to consult with Saluda regarding any plans for any future expansion. If Saluda does not agree to a future expansion and Edgefield decides to expand, Saluda’s use of the facilities will be limited to initial construction kennel space outlined in Item 4, below.
3. Saluda agrees to abide by Edgefield’s euthanasia policy.
4. Edgefield will guarantee at least 25% of kennel space with at least 4 spaces available for Saluda’s use at all times.
5. Edgefield agrees to bill Saluda and its citizens the same fees as Edgefield citizens shall pay.
6. Edgefield agrees that Saluda Animal Control personnel will have continuous access to the facility so long as they log any animal drop offs.
7. Edgefield agrees that it will prepare and provide Saluda with a monthly bill for charges minus fees collected from Saluda residents whom have picked up their animals, and adoption fees that defray veterinarian costs.
8. Saluda shall pay said bills in a prompt manner. Edgefield agrees to provide Saluda with any information it needs regarding care and costs of the Facility.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of South Carolina.

## **ALTERNATIVE DISPUTE RESOLUTION**

Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to Arbitration in accordance with, and subject to the laws of, South Carolina.

## **AMENDMENTS**

The Parties agree that any amendments made to this Agreement must be in writing and they must be signed by both Parties to this Agreement.

As such, any amendments made by the Parties will be applied to this Agreement.

## **ASSIGNMENT**

The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party unless consented to by both Parties in writing.

## **ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This agreement shall remain in force until altered with the agreement of both parties or revoked by either party.

## **REPRESENTATION AND WARRANTIES**

The Parties agree and disclose that they are authorized fully for entering this Agreement. Both Parties' performances and obligations are not to violate the rights of any third party or else violate other, if any, agreements made between them and/or any other organization, person, business or law/governmental regulation.

## **LIMITATION OF LIABILITY**

Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in case such is not related to the direct result of one Party's negligence or breach.

## **SEVERABILITY**

In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

**SIGNATURE AND DATE**

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

Edgefield County Chairman

Saluda County Chairman

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

