

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into as of September _____, 2026, by and between Berkeley County, South Carolina, a political subdivision of the State of South Carolina ("County"), and the Town of Moncks Corner, South Carolina, a municipal corporation organized under the laws of the State of South Carolina ("Town").

RECITALS

WHEREAS, Article VIII, Section 13 of the South Carolina Constitution and Sections 4-9-41 and 6-1-20 of the South Carolina Code authorize political subdivisions of the State to cooperate and contract with one another in the exercise of their respective governmental powers and duties; and

WHEREAS, the Town and County projects provide substantial public benefits to residents of Berkeley County and the Town of Moncks Corner by enhancing the delivery of governmental services; and

WHEREAS, the Town has authority to assess and collect permits, licenses, plan review fees, inspection fees, impact fees, and other development-related charges for County projects within the Town; and

WHEREAS, the County has authority to assess and collect permits, plan review fees, inspection fees, connection fees, and other development-related charges for Town projects in the unincorporated parts of the County; and

WHEREAS, the Town and County desire to provide reciprocal support for governmental capital, construction, infrastructure, and facility development projects through the abatement of certain project-related fees, all of which will benefit their mutual citizens through the abatement of certain fees; and

WHEREAS, furthermore, the County possesses personnel, equipment, expertise, and resources capable of providing paving, construction-related, and other public works services that may benefit the Town; and

WHEREAS, the parties desire to establish a framework whereby both the Town and the County agree to abate fees and costs applicable to each other and provide in-kind governmental services as mutually agreed upon; and

WHEREAS, the governing bodies of both parties have determined that this Agreement serves a valid public purpose and promotes the health, safety, welfare, and convenience of their respective citizens.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

SECTION 1. PURPOSE

The purpose of this Agreement is to establish the terms under which the Town and County shall provide reciprocal fee abatements for governmental capital, construction, infrastructure, and facility development projects (as further described in Section 3, “Fee Abatements”) and the County may also provide in-kind governmental services (as further described in Section 4, “In-Kind Services”) to the Town in consideration of such Fee Abatements by the Town.

SECTION 2. EFFECTIVE DATE AND APPROVAL

This Agreement shall become effective only upon approval by the Berkeley County Council and the Moncks Corner Town Council and execution by the duly authorized representatives of both parties.

SECTION 3. FEE ABATEMENT

3.1 Fee Abatement.

The Town agrees to provide the County with the following Fee Abatements for County projects within the Town: all permitting fees, project-specific business license fees, plan review fees, inspection fees, impact fees, and other development-related fees customarily charged by the Town in connection with the planning, permitting, construction, expansion, or improvement of County capital or public works projects within the Town.

The County agrees to provide the Town with the following Fee Abatements for Town projects in the unincorporated areas of the County: all permitting fees, plan review fees, inspection fees, and other development-related fees customarily charged by the County in connection with the planning, permitting, construction, expansion, or improvement of Town capital or public works projects in the County. While the County cannot waive connection fees for the Town, the County agrees that Berkeley County Water & Sanitation will offer the Town the best available rates and the lowest applicable fees for any projects that the Town has an ownership interest in, to the maximum extent allowed by Berkeley County Code of Ordinances Section 65-137.

3.2 Scope of Fee Abatements

Fee Abatements under this Agreement apply only to fees incurred in connection with governmental capital, construction, infrastructure, public works, or facility development projects undertaken by a party in its governmental capacity. Nothing in this Agreement shall be construed to waive fees, licenses, permits, or other charges arising from the routine operational, commercial, or day-to-day activities of either party.

3.2 No Cash Reimbursement.

Unless otherwise agreed in writing by the parties, neither party shall be obligated to reimburse the other party in cash for Fee Abatements provided pursuant to this Agreement.

SECTION 4. COUNTY IN-KIND SERVICES

4.1 Services.

In addition to the Fee Abatements described herein, and in additional consideration for the Fee Abatements provided by the Town, the County agrees to provide In-Kind Services to the Town upon request and subject to the availability of County personnel, equipment, funding, scheduling requirements, and operational needs.

Eligible In-Kind Services may include, but are not limited to:

- a. Roadway paving, resurfacing, repair, and maintenance;
- b. Site preparation and grading;
- c. Infrastructure improvements; and
- d. Other In-Kind Services mutually agreed upon by the parties.

4.2 Priority Projects.

The Town may periodically submit a list of priority municipal projects for County consideration. The County shall evaluate such requests and determine, in its reasonable discretion, which services may be provided and the schedule for providing such services.

4.3 Valuation of Services.

To the extent the In-Kind Services need to be valued, the value of County-provided In-Kind Services shall be calculated using actual labor costs, equipment rates, materials, contractor expenses, and reasonable administrative overhead.

SECTION 5. PERMITS, INSPECTIONS, AND ENTITLEMENTS

The Town and County agree that each party retains permit authority where applicable but may perform inspections of their own projects, provided the inspection reports are submitted to the permitting authority. In recognition of the public benefit of these projects, each party agrees to prioritize and expedite, to the extent practicable, the review and permitting of projects undertaken by the other party.

SECTION 6. DISPUTES

Any dispute regarding valuation, accounting, or reconciliation shall first be addressed through good-faith negotiations between the County Administrator and Town Administrator. If unresolved, the matter shall be presented to the governing bodies of the parties.

SECTION 7. INSURANCE, SAFETY, AND COMPLIANCE

Each party shall remain responsible for compliance with applicable federal, state, and local laws, regulations, and safety requirements. County personnel performing services pursuant to this Agreement shall remain employees of the County and shall be covered by the County's applicable insurance programs, workers' compensation coverage, and risk management policies.

SECTION 8. NO PARTNERSHIP OR JOINT VENTURE

Nothing contained herein shall be construed to create a partnership, joint venture, agency relationship, or employment relationship between the parties.

SECTION 9. LIABILITY

Each party shall remain responsible for its own acts and omissions and those of its officers, employees, agents, and contractors. Nothing herein shall be construed as a waiver of any immunity, limitation of liability, or defense available under the South Carolina Tort Claims Act or other applicable law.

SECTION 10. APPROPRIATIONS

The obligations of each party under this Agreement are subject to the availability of lawfully appropriated funds and resources.

SECTION 11. TERM

11.1 Initial Term.

This Agreement shall remain in effect for ten (10) years from the Effective Date.

11.2 Extension.

The parties may extend this Agreement by mutual written agreement approved by their respective governing bodies.

SECTION 12. AMENDMENT

This Agreement may be amended only by a written instrument approved by both governing bodies and executed by authorized representatives of the parties.

SECTION 13. TERMINATION

This Agreement may be terminated at any time by mutual written agreement of the parties.

SECTION 14. NOTICE

All notices required under this Agreement shall be in writing and delivered to:

Berkeley County Supervisor
1003 Highway 52
Moncks Corner, South Carolina 29461

Town Administrator
Town of Moncks Corner
118 Carolina Avenue
Moncks Corner, South Carolina 29461

or such other address as either party may designate in writing.

SECTION 15. GOVERNING LAW

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

SECTION 16. ENTIRE AGREEMENT

This Agreement, including any exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements relating to the subject matter herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

BERKELEY COUNTY, SOUTH CAROLINA

By: _____

Name: John P. Cribb

Title: County Supervisor

Date: September _____, 2026

ATTEST:

Clerk to County Council

APPROVED AS TO FORM:

County Attorney

TOWN OF MONCK'S CORNER, SOUTH CAROLINA

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney