

**Cooperative Intergovernmental Agreement between  
Town of Moncks Corner and  
Berkeley County, South Carolina**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Town of Moncks Corner and Berkeley County, South Carolina.

**WITNESSETH THAT:**

WHEREAS, The Town of Moncks Corner and Berkeley County desire to work together in the procuring, planning, and construction of a park at Epson Plantation Drive, further defined below; and

WHEREAS, the Town of Moncks Corner is a body politic with all the rights and privileges of such including the power to contract as necessary and incidental powers to carry out the Town's functions covered under this Agreement; and,

WHEREAS, Berkeley County is a body politic with all the rights and privileges of such including the power to contract as necessary and incidental powers to carry out the County's functions covered under this Agreement; and,

WHEREAS, The Town of Moncks Corner and Berkeley County agree to acquire, construct, maintain, and fund the Project as described hereinafter.

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the parties hereto as set forth herein, The Town of Moncks Corner and Berkeley County do hereby agree as follows:

I. **GENERAL RECITALS:**

A. **Description of Work**

This work includes the acquisition and establishment of a public park along Epson Plantation Drive in the town of Moncks Corner, specifically located at TMS 123-00-01-070 and TMS 123-00-01-050.

B. **Scope of Work**

Town of Moncks Corner shall manage the acquisition of the park property and Berkeley County shall manage all the activities necessary to implement and construct the Project. Thereafter, the Town of Moncks Corner shall be responsible for the day-to-day maintenance of the park.

II. COMMUNICATIONS:

The Town of Moncks Corner and Berkeley County agree that regular communication about this project is essential to the effective execution of the Project. The parties further agree that each party will strive to communicate at both the management level and staff level.

III. OBLIGATIONS OF TOWN OF MONCK'S CORNER:

- A. The Town of Moncks Corner and Berkeley County agree to acquire the real property for the amount of \$1,200,000.00 plus all costs of closing and the property shall be titled in the name of both entities. .,
- B. Town of Moncks Corner will be responsible for the ongoing maintenance of the park and the park property.
- C. Town of Moncks Corner agrees to be a joint applicant on any requests for grants or third-party funding requests.

IV. OBLIGATIONS OF BERKELEY COUNTY:

- A. Berkeley County and Town of Moncks Corner shall each provide one half of the purchase price of \$1,200,000 plus all closing costs at time of closing.
- B. Berkeley County shall manage the construction of the project to include, but not limited to, a walking trail, monuments, picnic areas, and applying for grants and third-party funding.

V. MISCELLANEOUS GENERAL PROVISIONS:

A. Disputes

Any dispute or claim arising out of or related to this Agreement shall be resolved by meetings between the Town of Moncks Corner Administrator and the Berkeley County Supervisor. Should these individuals not be able to settle the dispute, an ad hoc board, the Dispute Resolution Board, will be selected pursuant to the procedures as follows: The Dispute Resolution Board will consist of two members of the Town of Moncks Corner Council and two members of Berkeley County Council. These four members shall choose a fifth member neither employed or elected by Town of Moncks Corner or Berkeley County. This fifth member shall be a mediator certified in the State of South Carolina. The cost for the mediator shall be shared equally between the Town of Moncks Corner and Berkeley County. The board shall be empaneled for the entire duration of this Agreement and shall hear all disputes between Town of Moncks Corner and Berkeley County relating to this Agreement that cannot be resolved by the two officials named above. Exhaustion of

this Dispute Resolution Process is a condition precedent to the filing of a lawsuit. Any lawsuit filed by Town of Moncks Corner against Berkeley County out of or relating to this Agreement shall be filed for non-jury proceedings in Berkeley County, South Carolina. Any lawsuit filed by Berkeley County against the Town of Moncks Corner out of or relating to this Agreement shall also be filed for non-jury proceedings in Berkeley County, South Carolina.

B. Successors/Assigns

The Town of Moncks Corner and Berkeley County each binds itself, its successors, executors, administrators, and assigns to the other party with respect to this agreement, and also agrees that neither party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other. Any necessary change orders shall be subject to paragraph (D) herein below.

C. Enforceability

All of the terms, provisions and conditions of this Agreement shall be binding upon and enforceable by the parties, their respective elected officials, legal representatives, agents and employees and their respective successors.

D. Amendment

This Agreement may be amended or modified only by a written document, which has been signed by the parties hereto, or by their duly authorized officials. Town of Moncks Corner, or its authorized agent, shall agree to hold consultations with Berkeley County as may be necessary with regard to the execution of supplements to this Agreement during the course of the Projects for the purpose of resolving any items that may have been unintentionally omitted from this Agreement or arise from unforeseen events or conditions. Such supplemental agreements shall be subject to the approval and proper execution of the parties hereto. No modifications or amendments to this Agreement shall be effective or binding upon either party unless both parties agree in writing to any such changes.

E. Waiver

No waiver of a breach of any of the covenants, promises or provisions contained in this Agreement shall be construed as a waiver of any succeeding breach of the same covenant or promise or any other covenant or promise thereof. In no event shall any failure by either party hereto to fully enforce any provision of this Agreement be construed as a waiver by such party of its right to subsequently enforce, assert or rely upon such provision.

F. Governing Law

This Agreement shall be governed by the laws of the State of South Carolina.

G. Severability

In the event that any part or provision of this Agreement shall be determined to be invalid and/or unenforceable, the remaining parts and provisions which can be separated from the invalid and/or unenforceable provision or provisions shall continue in full force and effect.

H. Captions

The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

I. Notices

All notices pertaining to this Agreement shall be in writing and addressed as set forth below, and shall be deemed properly delivered, given or served when (i) personally delivered, or (ii) sent by overnight courier, or (iii) three (3) days have elapsed following the date mailed by certified or registered mail, postage prepaid.

Notices to Town of Moncks Corner:

Jeff Lord  
Town Administrator  
118 Carolina Avenue  
Moncks Corner, South Carolina 29461

Notices to Berkeley County:

Johnny Cribb  
County Supervisor  
1003 North Highway 52  
Moncks Corner, South Carolina 29461

J. Further Documents

Each party will, whenever and as often as it shall be requested by another party, promptly and within a reasonable time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered such further instruments or documents as may be necessary to carry out the intent and purpose of this Agreement.

K. No Third-party Beneficiaries

No rights in any Third-party are created by this Agreement, and no person not a party to this Agreement may rely on any aspect of this Agreement, notwithstanding any representation, written or oral, to the contrary, made by any person or entity. The parties hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto and their respective

successors and assigns and not for the benefit of any Third-party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns 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.

L. Multiple Counterparts

This Agreement is executed in multiple counterparts, each of which shall be deemed an original but all of which collectively shall constitute one and the same Agreement.

M. Prior Agreements, Entire Agreement

All obligations of the parties, each to the other, relating to the subject matter of this Agreement, contained in any other document or agreement or based on any other communication prior to the execution of this Agreement have been satisfied or are superseded by this Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof.

This Agreement, with the Appendices hereto, sets forth the full and complete understanding of the parties as of the date first above stated, and it supersedes any and all agreements and representations made or dated prior thereto.

The parties make no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. The parties' rights, liabilities and responsibilities with respect to the services provided for in this Agreement shall be exclusively those expressly set forth in this Agreement.

N. Reviews and Approvals

Any and all reviews and approvals required of the parties herein shall not be unreasonably denied, delayed or withheld.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

TOWN OF MONCKS CORNER

Attest:

By:

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Jeffrey V. Lord  
Town Administrator

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Thomas J. Hamilton, Jr.  
Town Mayor

BERKELEY COUNTY

Attest:

By:

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Danny Thrower  
Chief Infrastructure Office

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Johnny Cribb  
County Supervisor