

**INTERGOVERNMENTAL AGREEMENT  
FOR SHARED USE OF PROPERTY FOR PUBLIC PARKING  
BY AND BETWEEN  
THE TOWN OF MONCKS CORNER,  
BERKELEY COUNTY, AND  
BERKELEY COUNTY SCHOOL DISTRICT**

This Intergovernmental Agreement (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2025, by and between the Town of Moncks Corner (“Town”), a municipal corporation organized and existing under the laws of the State of South Carolina; Berkeley County (“County”), a political subdivision of the State of South Carolina; and the Berkeley County School District (“School District”), a public school district established under the laws of the State of South Carolina (collectively, the “Parties”).

**RECITALS**

WHEREAS, the Town, County, and School District each own certain parcels of real property located in the Town of Moncks Corner, Berkeley County, South Carolina;

WHEREAS, the Parties recognize a mutual need and public benefit in increasing access to public parking to support civic, educational, and community activities;

WHEREAS, the Parties desire to coordinate the use and development of portions of their respective properties for the creation and maintenance of a shared public parking facility;

WHEREAS, the South Carolina Constitution and laws authorize intergovernmental cooperation among local governments and school districts to provide public services more efficiently and economically;

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

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**ARTICLE I  
PROPERTY DESCRIPTION AND PURPOSE**

**1.1 Subject Properties.** The properties that are the subject of this Agreement are more particularly described in *Exhibit A* (attached hereto and incorporated herein), which includes all or a portion of the following parcels: Berkeley County TMS No. 142-07-02-009 (“County Parcel”), TMS No. 142-07-02-011 (“School District Parcel”), and TMS No. 142-07-02-006 (“Town Parcel”) (with County Parcel, School District Parcel, and Town Parcel being collectively referred to as the “Subject Properties”).

1.2 **Purpose.** The Parties agree to coordinate the use of the Subject Properties for the development, operation, and maintenance of a shared public parking facility (“Public Parking Area”) to serve governmental, school, and community purposes.

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## **ARTICLE II DESIGN AND DEVELOPMENT**

2.1 **Design Coordination.** The Town shall, at its sole cost and expense, be responsible for undertaking the design of the Public Parking Area and all associated landscaping and signage, with all designs subject to the final written approval of the County and School District.

2.2 **Funding.** County and School District shall support Town’s grant efforts to obtain funding for the Public Parking Area, at no cost to County and School District. County will contribute in-kind work for grading and paving of the Public Parking Area. School District shall bear no financial or in-kind obligations for funding and development of the Public Parking Area

2.3 **Permitting.** The Town shall serve as the lead agency for obtaining any required local permits, with support from the County and School District as needed, at no cost to County and School District.

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## **ARTICLE III USE AND MAINTENANCE**

3.1 **Public Use.** The Public Parking Area shall be available for general public use during designated hours, subject to reasonable regulations to be agreed upon by the Parties. Notwithstanding the foregoing, designated employees of School District shall have unrestricted access to and non-exclusive use of the portion of the Public Parking Area located on the School District Parcel from Monday through Friday from 6:00 am to 5:00 pm.

3.2 **Maintenance Responsibilities.** The Town shall be responsibilities for all ongoing repair and maintenance of the Subject Properties and Public Parking Area, including portions of the Public Parking Area located on the County Parcel and School District Parcel. The Town shall promptly repair any damage to the School District Parcel caused by the construction, maintenance or repair of the Public Parking Area, subject to School Districts sole and absolute satisfaction.

3.3 **Liability and Insurance.** Each Party shall maintain liability insurance for its respective property and operations thereof, and shall name the other Parties as additional insureds to the extent reasonably available.

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## **ARTICLE IV TERM AND TERMINATION**

4.1 **Term.** This Agreement shall commence on the Effective Date and continue for an initial term of twenty (20) years, after which time this Agreement shall be automatically extended for successive periods of ten (10) years each, unless (i) any Party provides prior written notice of its election not to renew this Agreement no less than one hundred eighty (180) days prior to the expiration of the then current term, or (ii) as otherwise sooner terminated pursuant to the terms provided herein.

4.2 **Termination for Cause.** Any Party may terminate this Agreement upon a material breach of any Party's obligations set forth in this Agreement where such breach shall continue for a period of one hundred twenty (120) days after written notice from a non-defaulting Party to the defaulting Party; provided, however, that if the nature of said material breach is such that more than one hundred twenty (120) days are reasonably required to cure, then the defaulting Party shall not be deemed to have breached its obligations set forth in this Agreement if such defaulting Party commences such cure within such one hundred twenty (120) day period and thereafter diligently pursues such cure to completion, and completes the same within two hundred forty (240) days.

4.3 **Termination Without Cause.** This Agreement may be terminated without cause by mutual written consent of all Parties.

4.4 **Disposition Upon Termination.** Upon termination of this Agreement, the Parties shall cooperate in restoring exclusive control over their respective parcels unless otherwise agreed.

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## **ARTICLE V MISCELLANEOUS**

5.1 **Amendments.** This Agreement may only be amended in writing and signed by all Parties.

5.2 **No Joint Venture.** Nothing in this Agreement shall be deemed to create a joint venture, partnership, or agency relationship.

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

5.4 **Dispute Resolution.** The Parties agree to work in good faith to resolve any disputes through informal negotiation prior to pursuing formal legal remedies.

5.5 **Entire Agreement.** This Agreement constitutes the entire understanding among the Parties and supersedes all prior negotiations and understandings.

5.6 **Successors and Assigns.** The terms, conditions, and obligations of this Agreement shall be binding on and inure to the benefit of the Parties, its successors and assigns.

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**SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**TOWN OF MONCKS CORNER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BERKELEY COUNTY**

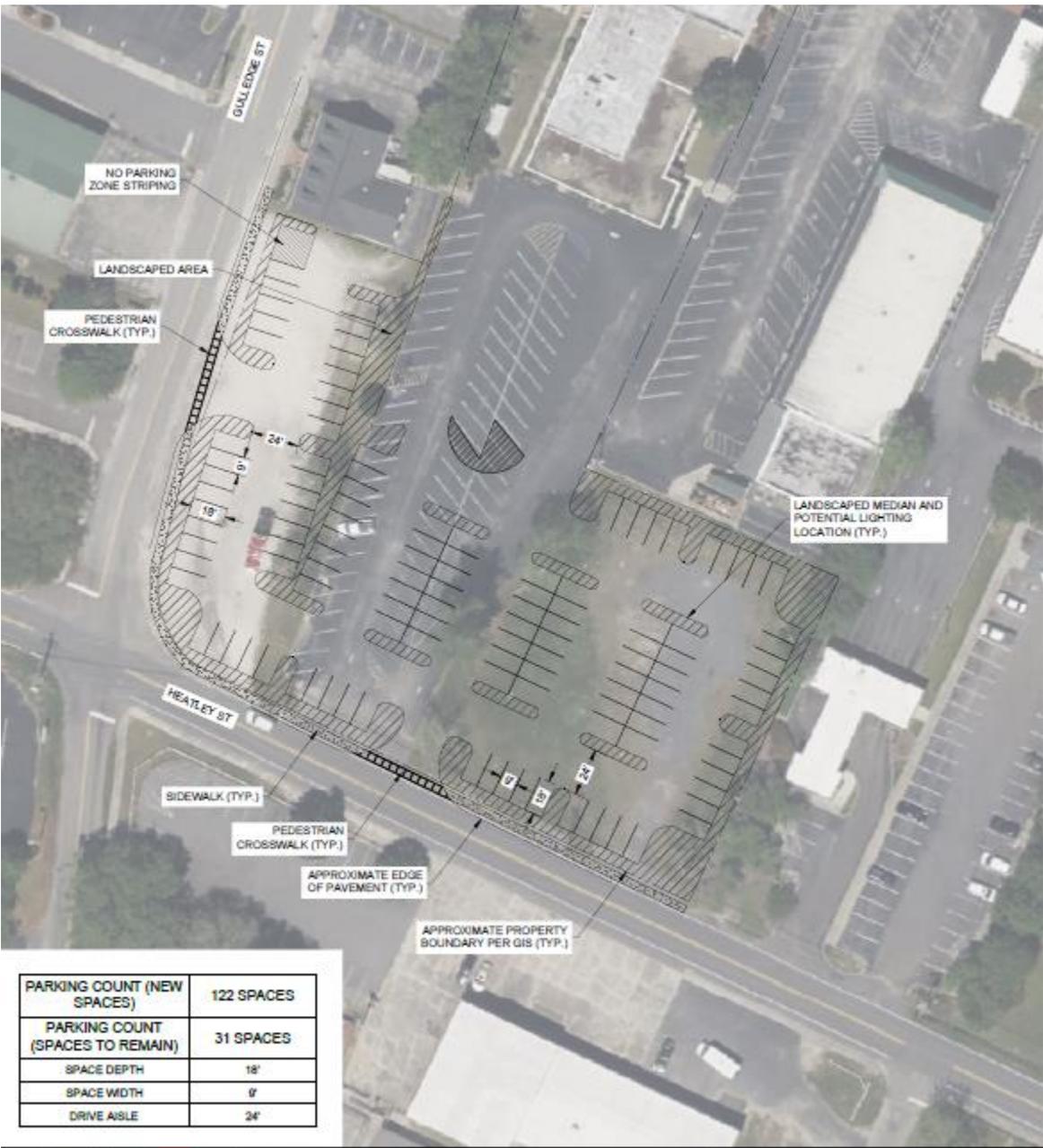
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BERKELEY COUNTY SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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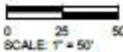
**Exhibit A – Maps of Public Parking Area**



PARKING COUNT (NEW SPACES)	122 SPACES
PARKING COUNT (SPACES TO REMAIN)	31 SPACES
SPACE DEPTH	18'
SPACE WIDTH	9'
DRIVE AISLE	24'



PROJECT NAME: GULLEDGE AND HEATLEY ST  
 PROJECT #: 11339  
 PROJECT LOCATION: MONCK'S CORNER, SC  
 DATE: 08/05/2025



CONCEPTUAL  
 PARKING EXHIBIT