

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL AGREEMENT
) (Pursuant to S.C. Code Ann. § 5-7-30, as amended)
COUNTY OF GREENVILLE)

This Agreement entered into this ___ day of _____, 2012, is by and between the City of Greer (“Greer”) and Greenville County, South Carolina (“County”).

WITNESSETH:

WHEREAS, the City of Greer and the County of Greenville have determined that an Agreement pursuant to South Carolina Code Ann. § 5-7-30 (1976, as amended) is necessary for a specific area located in Greenville County, South Carolina commonly referred to as the “Red Shirt Court area.”

WHEREAS, the Red Shirt Court area located in Greenville County is defined as Lots 4, 6, 8, 10, 12, 14, 16, 18, 5, 7, 9, and 11, that area being more particularly identified in the street map attached as Exhibit “A”.

WHEREAS, the Red Shirt Court area identified as Exhibit “A” is located not more than three (3) miles from the municipal limits of the City of Greer.

WHEREAS, this Agreement intends to abide by the provisions of South Carolina Code Ann. § 5-7-30, which provides, in part, that municipalities have:

“the authority to provide police protection in contiguous municipalities and in unincorporated areas located not more than three miles from the municipal limits upon the request and agreement of the governing body of such contiguous municipality or the county, including agreement as to the boundaries of such police jurisdictional areas, in which case the municipal law enforcement officers shall have the full jurisdiction, authority, rights, privileges, and immunities, including coverage under the workers’ compensation law, which they have in the municipality, including the authority to make arrests, and to execute criminal process within the extended jurisdictional area; provided however, that this shall not extend the effect of the laws of the municipality beyond its corporate boundaries;”

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

The County of Greenville is making a request upon the City of Greer for the City of Greer law enforcement officers to provide continuing police protection within the boundaries identified in Exhibit "A."

The parties agree that City of Greer law enforcement officers shall have the full jurisdiction, authority, rights, privileges, and immunities, including the authority to make arrests and to execute criminal process within the area identified in Exhibit "A."

The parties agree that this Agreement does not affect or reduce the compensation, pension, workers compensation benefits, retirement rights of any Greer police officer and the officer shall continue to be paid by and be an employee of the City of Greer.

The parties agree that the City of Greer shall hold Greenville County harmless from any facts or omissions of City of Greer police officers working under the provisions of this Agreement and that Greenville County shall not be responsible for any financial reimbursement to the City of Greer.

The parties further agree that City of Greer law enforcement cannot extend the effects of its ordinances into the area identified in Exhibit "A."

The parties agree that the term of this Agreement shall continue indefinitely until terminated by the parties. The parties agree that this Agreement may be terminated at the discretion of either party or its law enforcement agency with thirty (30) days written notice to the other party.

To the extent any notice is required to be given by either party, the parties agree that such notice may be given and shall be deemed to have been duly given if either delivered personally

The parties agree that this Agreement and the rights, obligations and remedies of the parties hereto, shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina.

The parties agree that the rights and obligations of this Agreement shall inure to and be binding upon the successors and assigns of the parties.

EXECUTED as of the ____ day of _____, 2012.

CITY OF GREER

By: _____
Dan Reynolds, Chief of Police

By: _____
Ed Driggers, City Administrator

By: _____
Rick Danner, Mayor

GREENVILLE COUNTY

By: _____
Herman G. Kirven, Jr., Chairman
Greenville County Council

By: _____
Joseph Kernell, County Administrator

By: _____
Steve D. Loftis, Sheriff

Witness

Witness

Witness

Witness

