

STATE OF SOUTH CAROLINA )

CITY OF GREER )

COUNTY OF GREENVILLE )

Agreement pursuant to S.C. Code  
Ann. § 23-1-215 (1976, as amended)

**WHEREAS**, the City of Greer and the County of Greenville have determined that an Agreement pursuant to South Carolina Code Ann. § 23-1-215 (1976, as amended) is necessary for certain streets known as Brookwood Drive; Ridgecrest Drive; and, Wedgewood Drive in Greenville County, South Carolina.

**WHEREAS**, certain lots along said streets are in the city limits of Greer while other lots are located in Greenville County, only. Pursuant to Exhibit "A," attached hereto, Lots identified as 103, 113, 115, 117, 119, 219, 223, 222, 220, 218, 208, and 206 on Brookwood Drive; Lots 302 and 210 on Ridgecrest Drive; and, Lot 200 on Wedgewood Drive, are not located in the City limits of Greer. The remaining lots along said streets are within the city limits of Greer.

**WHEREAS**, in order to simplify and improve traffic enforcement along said streets, the parties hereto are desirous to enter into a multijurisdictional agreement.

**WHEREAS**, the streets identified on Exhibit "A" are 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;”

**THEREFORE**, the parties 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 traffic enforcement only for streets known as Brookwood Drive; Ridgecrest Drive; and, Wedgewood Drive identified in Exhibit “A.” The parties further 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 on said streets.

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 the City of Greer.

It is further agreed 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.

It is further agreed that City of Greer law enforcement cannot extend the effects of its ordinances into the area identified in Exhibit “A” that are not within the city limits of Greer.

This Agreement may be terminated in writing at the discretion of any of the law enforcement agencies involved. Notice of Termination must be delivered or mailed to the appropriate agencies by certified mail with return receipt requested. The term of this Agreement shall continue for an indefinite period of time or until terminated by the parties.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF GREER

By: \_\_\_\_\_  
Dan Reynolds, Chief of Police

By: \_\_\_\_\_  
Ed Driggers, City Administrator

By: \_\_\_\_\_  
Rick Danner, Mayor

GREENVILLE COUNTY

By: \_\_\_\_\_  
Steve Loftis, Sheriff

By: \_\_\_\_\_  
Joseph Kernell  
County Administrator

By: \_\_\_\_\_  
Bob Taylor, Chairman  
Greenville County Council

