



The State of South Carolina
OFFICE OF THE ATTORNEY GENERAL

CHARLES M. CONDON
ATTORNEY GENERAL

May 28, 2002

Kenneth W. Arthur, Chief of Police
Pendleton Police Department
108 South Depot Street
Pendleton, South Carolina 29670

Re: Your Letter of April 24, 2002

Dear Chief Arthur:

In your above-referenced letter, you ask that this Office answer the following questions:

1. Is it legal for a Municipality to contract with a School District to provide law enforcement services for a High School, which is approximately 1.5 miles outside the Corporate limits?
2. If it were legal, would Municipal Police Officers have full Law Enforcement powers, (arrest, citations & accident investigations, etc.)?

As you are aware, in order for a municipal police officer to exercise law enforcement authority outside of the city limits, he or she must be in pursuit of an offender pursuant to S.C. Code Ann. §17-13-40 or acting in accord with an agreement entered into between jurisdictions pursuant to one of the statutory provisions authorizing such. It appears that your questions can be addressed by examining two such statutory provisions.

S.C. Code Ann. §5-7-30 relates to the powers conferred upon municipalities and provides in pertinent part as follows:

Each municipality ... [has] ... 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,

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including the authority to make arrests, and to execute criminal process within the extended jurisdictional area

Section 5-7-30 would authorize the governing body of Pendleton (City Council) to enter into an agreement with the governing body of the County (County Council) which could allow the Pendleton Police Department to provide police protection for an area located within three miles of the Pendleton city limits. It appears that Section 5-7-30 would also allow for the governing bodies to agree that the "... boundaries of such police ..." jurisdiction would encompass the area on which the high school is located. Should such an agreement be entered into, Pendleton municipal police officers assigned to the high school would possess their full law enforcement authority while present at the high school.

S.C. Code Ann. § 5-7-110 provides as follows:

Any municipality may appoint or elect as many police officers, regular or special, as may be necessary for the proper law enforcement in such municipality and fix their salaries and prescribe their duties. Police officers shall be vested with all the powers and duties conferred by law upon constables, in addition to the special duties imposed upon them by the municipality. Any such police officers shall exercise their powers on all private and public property within the corporate limits of the municipality and on all property owned or controlled by the municipality wheresoever situated; **provided, that the municipality may contract with any public utility, agency or with any private business to provide police protection beyond the corporate limits.** Should the municipality provide police protection beyond its corporate limits by contract, the legal description of the area to be served shall be filed with the State Law Enforcement Division, the office of the county sheriff and the Department of Public Safety (Emphasis Added).

Section 5-7-110 would allow the governing body of the municipality to contract with a "public ... agency" to provide police protection outside of the city limits of the municipality. If such an agreement were entered into and the agreement then filed with SLED, the county sheriff and SCDPS, the municipal police would have jurisdiction to exercise their full law enforcement authority in the area covered by the agreement. There may be some question as to whether a school district would qualify as a "public agency" for purposes of Section 5-7-110. In a previous opinion, this Office opined that a school district was a political subdivision rather than an a State agency for purposes of the Education Improvement Act. See OP. ATTY. GEN. Dated September, 1994. However, given that there is no specific definition of or limitation placed on the term agency in the statute, a school district could most likely be considered a public agency in the general sense. See OP. ATTY. GEN. Dated March 12, 2002 (School district equated with "agency"). Prior to a school district entering into an agreement pursuant to Section 5-7-110, however, a determination must be made as to which body has the authority to contract on behalf of the district (i.e. the school board or county council).

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It is apparent that an agreement similar to that contemplated in your letter is authorized by existing statutory provisions. Whether such an agreement is appropriate from a policy standpoint and the details of any such agreement should be discussed with the town attorney for Pendleton, the county attorney and the attorney for the school district.

This letter is an informal opinion only. It has been written by a designated Assistant Attorney General and represents the position of the undersigned attorney as to the specific question asked. It has not, however, been personally scrutinized by the Attorney General and not officially published in the manner of a formal opinion.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Avant', written over a horizontal line.

David K. Avant
Assistant Attorney General

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