

1979 WL 43506 (S.C.A.G.)

Office of the Attorney General

State of South Carolina

August 7, 1979

*1 Lowell W. Ross, Esquire
Pettit, Ross, Stoudemire and Brandt
Post Office Drawer 70
Walhalla, South Carolina 29691

Dear Mr. Ross:

In a letter to this Office you asked whether a City may enter into a contract to provide security personnel and equipment to a private development. You referenced particularly the situation involving the Town of Salem which would like to enter into a contract with a development known as Keowee Key to provide security to the development using policemen employed by the Town and using a vehicle owned by the Town.

In response to your question, your attention is directed to [Sections 5-7-60](#) and [5-7-110 of the Code of Laws of South Carolina \(1976\)](#). Pursuant to [Section 5-7-60](#),

‘Any municipality may perform any of its functions, furnish any of its services, except services of police officers, and make charges therefor and may participate in the financing thereof in areas outside the corporate limits of such municipality by contract with any individual, corporation, state or political subdivision or agency thereof . . .’ (Emphasis added.)

[Section 5-7-110](#) states in part,

‘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 . . . 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.’ (Emphasis added.)

With reference to the above Sections, it can be seen that there is an apparent inconsistency concerning the authority of a municipality to contract to provide police protection beyond the corporate limits of the municipality. As to any inconsistencies, such may be resolved by the general rule that ‘. . . where there is an irreconcilable conflict between different provisions of a statute, that provision which is last in order of position will prevail as being the latest expression of legislative will.’ 73 Am. Jur. 2d, Statutes, Section 256, p. 426. The above two Sections were contained in Act No. 283 of 1975 [59 STAT. 692 (1975)] and in the Act, the portion codified as [Section 5-7-60](#), supra., preceded [Section 5-7-110](#), supra. Furthermore, laws concerning municipalities are to be liberally construed inasmuch as [Article 8, Section 17 of the South Carolina Constitution](#), states that:

‘The provisions of this Constitution, and all laws concerning local government shall be liberally construed in their favor. Powers, duties, and responsibilities granted local government subdivisions by this Constitution and by law shall include those fairly implied and not prohibited by this Constitution.’

Therefore, there appears to be authority for a municipality to enter into a contractual relationship to provide police protection beyond the corporate limits of the municipality in some instances. It may be possible that pursuant to such authority the Town of Salem may contract to provide police protection to the referenced residential development.

However, as referenced, pursuant to [Section 5-7-110](#), *supra.*, a municipality is only authorized to contract with 'any public utility, agency, or private business' to provide such police protection. Therefore, unless the development could qualify as such, a contract with a municipality for police protection may not be authorized.

*2 If there is anything further, do not hesitate to contact me.

Sincerely,

Charles H. Richardson
Assistant Attorney General

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