

1976 WL 30793 (S.C.A.G.)

Office of the Attorney General

State of South Carolina

June 21, 1976

**\*1 Re: Proviso in 1976-77 Appropriation Act requiring PRT to contract with South Carolina advertising agencies except in certain instances.**

Mr. J. W. Lawrence  
Assistant Director—Operations  
S. C. Department of Parks, Recreation and Tourism  
Box 113  
Columbia, SC 29201

Dear Bill:

In reply to your letter concerning the proviso dealing with 'Advertising and Promotion' in the proposed 1976-77 Appropriation Act, this Office is of the opinion that the procedure PRT used last year to award its 'Advertising and Promotion' contract should be employed again this year. In light of the fact the language of this year's proviso is identical to that of last year's, the enclosed opinion is still dispositive of questions concerning the proviso.

In addition to the questions raised about this proviso last year, there is the question of a possible violation of the Commerce Clause of the United States Constitution. However, in the case of [American Yearbook Company v. Askew](#), 339 F.Supp. 719 (M.D.Fla. 1972), cert denied 409 U.S. 904, 93 S.Ct. 230, 34 L.Ed.2d 168 (1972), a federal district court specifically found that a Florida state statute requiring all public printing to be done within the state was not in violation of the Commerce Clause. There is no real difference between a statute requiring public printing to be done within a state and one which requires public advertising to be done by a firm within the state. Therefore, the proviso does not violate the Commerce Clause.

Sincerely,

M. Elizabeth Crum  
Assistant Attorney General

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