

8300 Gilman



HENRY MCMASTER
ATTORNEY GENERAL

December 20, 2006

The Honorable Rembert E. Wrenn
Mayor, Town of Bonneau
Post Office Box 70
Bonneau, South Carolina 29431

Dear Mayor Wrenn:

In a letter to this office you requested an opinion regarding a proposed contract to provide police protection, such as patrolling roads for speeders and other traffic violators, for an area joining the Town of Bonneau known as the Bonneau Beach Community, also called Lake Moultrie.

You indicated that presently the area falls under the jurisdiction of the Berkeley County Sheriff's Department. According to your letter, there is only one way into the Bonneau Beach Community which is through the Bonneau town limits. You also indicated that Berkeley Sheriff Dewitt has no objection to your town providing police protection to the area. Referencing such you have questioned whether the Town of Bonneau can legally provide the Bonneau Beach Community with police protection by a contract. You also questioned whether in circumstances where cases are made, would those cases be tried in the Bonneau municipal court and would the Town then receive the funds from any penalties imposed by such court.

S.C. Code Ann. § 5-7-30 provides that

[e]ach municipality of the State, in addition to the powers conferred to its specific form of government...(possesses)...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 jurisdiction 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,

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however, that this shall not extend the effect of the laws of the municipality beyond its corporate boundaries....

When interpreting the meaning of a statute, certain basic principles must be observed. The cardinal rule of statutory interpretation is to ascertain and give effect to legislative intent. State v. Martin, 293 S.C. 46, 358 S.E.2d 697 (1987). Typically, legislative intent is determined by applying the words used by the General Assembly in their usual and ordinary significance. Martin v. Nationwide Mutual Insurance Company, 256 S.C. 577, 183 S.E.2d 451 (1971). Resort to subtle or forced construction for the purpose of limiting or expanding the operation of a statute should not be undertaken. Walton v. Walton, 282 S.C. 165, 318 S.E.2d 14 (1984). Courts must apply the clear and unambiguous terms of a statute according to their literal meaning and statutes should be given a reasonable and practical construction which is consistent with the policy and purpose expressed therein. State v. Blackmon, 304 S.C. 270, 403 S.E.2d 660 (1991); Jones v. South Carolina State Highway Department, 247 S.C. 132, 146 S.E.2d 166 (1966).

As stated in an opinion of this office dated March 1, 2005,

...any agreement cannot grant law enforcement officers any additional jurisdiction authority other than that specifically granted by statute. The statutes...(such as Section 5-7-30)...are quite specific in their grant of additional jurisdictional authority. An agreement cannot...supplant or supercede the statutory authority which specifically grants additional jurisdictional authority to these officers.

As set forth by Section 5-7-30, a municipality is authorized 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...." (emphasis added). Therefore, in the opinion of this office, the Town of Bonneau would be authorized to provide the Bonneau Beach Community with law enforcement services by contract assuming that the Beach Community is within three miles of the Town of Bonneau and there is agreement to such by the Berkeley Sheriff's Department. As stated by the statute, in such circumstances, Bonneau police officers would have the same full jurisdiction and authority as they have in the Town of Bonneau. See: Op. Atty. Gen. dated May 28, 2002 (as to an agreement to provide police protection for an area located within three miles of the city limits, municipal police officers would "possess their full law enforcement authority" while present at the location). However, as indicated by the statute, particular municipal laws of Bonneau would not be extended in applicability beyond its municipal borders.

In your remaining question you asked whether in circumstances where cases are made pursuant to an agreement for expanded jurisdiction for law enforcement officers, would those cases be tried in the Bonneau municipal court and would the Town then receive the funds from any penalties imposed by such court. As to the territorial jurisdiction of a municipal court

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generally, as stated in an opinion of this office dated September 16, 1980, "...the territorial jurisdiction of the recorder's court is the limits of the municipality in which the court is created." A prior opinion of this office dated April 3, 2002 recognized as to a question similar to that raised by you where there had been expanded law enforcement jurisdiction pursuant to Section 5-7-30,

...the jurisdiction of the municipal court consists of offenses committed within the corporate limits of the municipality...(and)...the corporate limits of the municipality are considered as the limits of the territorial jurisdiction of municipal courts...

It was further recognized that the three mile limit of authority to make arrests granted to an officer by Section 5-7-30 "...does not affect the territorial jurisdiction of a municipal court." The opinion concluded that "...as neither the authority to make arrests nor Section 5-7-30 can extend the territorial jurisdiction of the municipal court, it is my opinion that the magistrate's court would have jurisdiction in the three mile limit..." Therefore, in circumstances where cases are made pursuant to an agreement for expanded jurisdiction for Bonneau law enforcement officers, these cases would not be tried in the Bonneau municipal court and the Town would not receive the funds from any penalties imposed by such court. Instead, it appears that the cases would be tried in a magistrate's court.

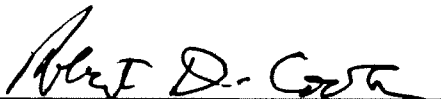
If there are any questions, please advise.

Sincerely,



Charles H. Richardson
Senior Assistant Attorney General

REVIEWED AND APPROVED BY:



Robert D. Cook
Assistant Deputy Attorney General