



The State of South Carolina
OFFICE OF THE ATTORNEY GENERAL

CHARLIE CONDON
ATTORNEY GENERAL

December 20, 2002

Richard V. Woods, Chief of Police
Ridgeland Police Department
One Town Square
Ridgeland, South Carolina 29936

Re: Your Letter of November 12, 2002

Dear Chief Woods:

In your above referenced letter, you ask for this Office's opinion concerning the following questions as they relate to S.C. Code Ann. §23-20-30, the "Law Enforcement Assistance and Support Act." This Act authorizes any state, county, municipal, or local law enforcement authority to enter into a contractual agreement whereby law enforcement services may be provided to the state, county, municipal, or local law enforcement authority by an in-state or out-of-state law enforcement agency.

1. Is there any section of the law that requires a police chief or local governing body to notify the county sheriff and obtain permission when entering into a "Law Enforcement Agreement" with an outside agency?
2. Does the county sheriff have the authority to "ban" outside law enforcement officers from his county when they are working within a municipality under a signed agreement with the local governing body?
3. Does the county sheriff have authority over a police chief while acting in his official capacity within his corporate limits?
4. Is there a section of law requiring a county sheriff or chief from another county, state, or city to notify the local sheriff that they will be performing law enforcement duties in his county under a "Law Enforcement Agreement" with a municipality?

LAW/ANALYSIS

It should be noted at the outset that a municipality, in this case, the Town of Ridgeland, is vested with the powers given to them by the Legislature. In this instance, the Legislature, via S.C. Code Ann. §23-20-10 et seq. has specifically given municipal law enforcement authorities the power to contract for the procurement of law enforcement support services. Thus, as long as the municipality is acting within the authority granted by the Legislature, the exercise of that power is presumed valid.

In reference to your first and fourth questions, it should be noted that the "Law Enforcement Assistance and Support Act" makes no mention that notice need be given to the county sheriff if a contractual law enforcement agreement is entered into for law enforcement services to be performed within the municipality. Furthermore, we are not aware of any other statute or provision of law in this State requiring notice to the county sheriff if such agreement is entered into for law enforcement services to be performed within the municipality. While we stress that notice and cooperation between law enforcement agencies is encouraged, we are unaware of any statute or provision of law which requires it.

As to your second question, it does not appear that the county sheriff has the authority to "ban" outside law enforcement officers from his county when they are working within a municipality under a signed agreement with the local governing body. First, the statute is silent as to this sort of veto power by the sheriff, and furthermore, the law enforcement providers are working within the jurisdiction of the municipality. As such, S.C. Code Ann. §23-20-50 (B) provides that "The officers of the law enforcement provider have the same legal rights, powers, and duties to enforce the laws of South Carolina as the law enforcement agency contracting for the services."

The powers and duties of municipal police officers are set out in S.C. Code Ann. §5-7-110 which provides in pertinent part:

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.

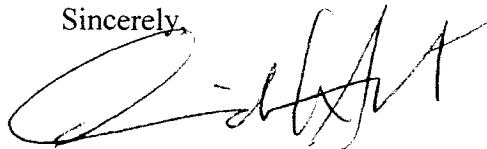
Accordingly, the officers of the law enforcement provider would possess such powers and duties with regard to the municipal corporation of the Town of Ridgeland.

Chief Woods
Page 3
December 20, 2002

As to your third question, it does not appear the county sheriff has authority over a police chief while the police chief is acting in his official capacity within his corporate limits. This Office has consistently recognized the status of the Sheriff as the chief law enforcement officer of the county. See, Op. Atty. Gen., May 8, 1989; See, Op. Atty. Gen. No., 92-67 (November 6, 1992.). However, a municipal police department has concurrent jurisdiction over any violation of state law occurring within the limits of the municipality. While the Sheriff and municipal police department may have concurrent jurisdiction over violations of state law occurring within a municipality, there is no statute or other law which sets out an operational hierarchy among the agencies. Both have full authority to investigate, but not to the exclusion of the other. Neither does either have the authority to direct the other as to methods of investigation. See Ops. Atty. Gen. Dated September 28, 2000 & May 17, 2001.

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 'David K. Avant', written over a horizontal line.

David K. Avant
Assistant Attorney General

DKA/jbc