



STATE OF KANSAS

Office of the Attorney General

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CURT T. SCHNEIDER
Attorney General

February 4, 1975

Opinion No. 75- 36

Mr. Keen K. Brantley
County Attorney
325 Main Street
Scott City, Kansas 67871

Dear Mr. Brantley:

You have inquired of this office whether the Scott City may hire the Scott County Sheriff to serve as the Scott City Chief of Police.

As I understand the facts, Scott City has entered into a personal employment contract with the Sheriff of Scott County and hired him to serve as the Chief of Police. This was done after a proposition for county wide law enforcement had been rejected by the voters of Scott County. You are asking if such an arrangement is legal.

It is my opinion that Scott City may hire the county sheriff to serve as Chief of Police for the city. I cannot find any prohibition in Kansas law for such an arrangement. However, there are some areas which should be approached with some caution. In particular, I would advise that the Sheriff and city formally agree that the Sheriff is being paid for duties he is not required to perform as Sheriff, i.e., the enforcement of city ordinances. I advise this in order to avoid any difficulties that might arise from the provisions of K.S.A. 19-821 which provides that a sheriff may not receive compensation, other than provided by law, for duties he is required to perform by virtue of holding office. K.S.A. 19-28 states:

"No sheriff shall, directly or indirectly, ask, demand, or receive, for any service to be by him performed in the discharge of any of his official duties, any greater fees than are allowed by law, on pain of forfeiting treble damages . . . and in being fined" K.S.A. 19-821

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Violation of this statute can be avoided by an agreement between the city and the sheriff that he is only being compensated for performing duties that are not required by law to be performed by him.

We appreciate your concern that the employment contract constitutes a circumvention of the voters' rejection of the consolidation of city and county law enforcement. However, this employment arrangement does not constitute consolidation, as such, and hence is not prohibited by the voters mandate. I would raise the question whether the agreement in question must be approved by this office pursuant to K.S.A. 12-2901 et seq.

Yours very truly,



CURT T. SCHNEIDER
Attorney General

CTS:PAH:kj