



STATE OF KANSAS

Office of the Attorney General

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Curt T. Schneider
Attorney General

February 2, 1978

ATTORNEY GENERAL OPINION NO. 78-50

Mr. B. A. Lightfoot
Hodgeman County Attorney
Hodgeman County Courthouse
Jetmore, Kansas 67854

Re: Interlocal Agreements--Police Protection--Interlocal
Cooperation Act

Synopsis: An agreement between a city and county whereby, for an agreed sum, the sheriff will provide police protection to the city, and county vehicles, equipment and facilities will be committed to providing that service, constitutes an interlocal cooperation agreement subject to the provisions of the Interlocal Cooperation Act, K.S.A. 12-2901 *et seq.*

* * *

Dear Mr. Lightfoot:

We have your letter of January 23, concerning a proposed agreement between Hodgeman County and a city of the third class located therein, concerning law enforcement. The city wishes to pay a flat sum per month for the services of the county sheriff in the enforcement of city ordinances. The city would designate the sheriff as acting chief of police of the city. The city would provide no equipment or personnel, and the county would provide the use of county equipment and motor vehicles for the stated monthly consideration. You question whether such an agreement falls within the contemplation of the Interlocal Cooperation Act, K.S.A. 12-2901 *et seq.*

K.S.A. 12-2904(a) provides in pertinent part thus:

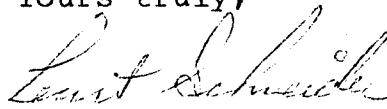
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"Any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state relating to . . . police protection . . . may be exercised and enjoyed jointly with any other public agency of this state"

An agreement for the joint exercise of a power may in some instances be distinguished from merely a bilateral agreement for the purchase of services. Here, however, it appears that pursuant to the proposed agreement between the city and the county, the sheriff will exercise the law enforcement powers of the county and city jointly, and the county will commit the use of its vehicles, facilities and equipment to this undertaking. In my judgment, this constitutes an interlocal agreement for the joint exercise of powers which is within the Interlocal Cooperation Act, and which must conform to its provisions.

I enclose from our files a copy of one such agreement which might be adopted to your situation. In addition, I am sure the League of Kansas Municipalities could be of assistance in furnishing copies of other agreements used in other instances, if they would be helpful to you.

Yours truly,



CURT T. SCHNEIDER
Attorney General

CTS:JRM:kj

Enclosure