

VOLUME NO. 36

Opinion No. 37

COUNTIES — Printing contract; COUNTY ATTORNEY — Expenses, county printing contract. Sections 16-1230, 16-3802, R.C.M. 1947.

HELD: The office of the county attorney is covered by the county printing contract and is required to purchase its stationery and

office supplies exclusively from the printer who holds the county printing contract.

November 5, 1975

Mr. John P. Moore
Glacier County Attorney
13 East Main Street
Cut Bank, Montana 59427

Dear Mr. Moore:

You have requested my opinion on the following question:

Does a county printing contract require the office of the county attorney to purchase its stationery and office supplies exclusively from the printer who holds the county printing contract?

Section 16-1230(1) reads in part:

The county commissioners shall contract with one (1) newspaper to do all the printing for the county, including advertising required by law and all printed forms required by the county. . . .

Section 16-1230(4) provides that where no newspaper in a county operates a commercial printing establishment, the county commissioners can contract for ". . . all printed forms, materials and supplies required by the county. . ." with a commercial printing establishment. It is clear from these sections that all county printing must be done by the establishment holding the county printing contract.

The applicability of these sections to a county attorney's office depends upon whether that office is considered a county office. If the office is so designated, it would fall within the purview of section 16-1230.

The difficulty in this question arises out of the unique employment of the county attorney. I have enclosed 36 OPINIONS OF THE ATTORNEY GENERAL, No. 32, which held that, for administrative purposes, the county attorney is employed by both the state and the county.

Upon further examination, however, there can be little doubt that regardless of whether the county attorney is performing duties for the state or the county, the county must pay all the expenses. Section 16-3802(2) enumerates as a county charge; "one-half of the salary of the county attorney and all expenses necessarily incurred by him in criminal cases arising within the county". Section 16-3802(9) enumerates as a county charge: "the contingent expenses necessarily incurred for the use and benefit of the county".

When the county attorney is performing duties for the state, his expenses would be covered by section 16-3802(2). When performing duties for the county, his expenses would be covered by section 16-3802(9). In either event, the county attorney's expenses are paid by the county. Further support for this is found in 17 OPINIONS OF THE ATTORNEY GENERAL, No. 196, and 23 OPINIONS OF THE ATTORNEY GENERAL, No. 75.

The purchase of stationery and office supplies by the county attorney is a legitimate expense. As such, it is paid by the county and would necessarily fall within the purview of section 16-1230.

THEREFORE, IT IS MY OPINION:

The office of the county attorney is covered by the county printing contract and is required to purchase its stationery and office supplies exclusively from the printer who holds the county printing contract.

Very truly yours,

ROBERT L. WOODAHL
Attorney General