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DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL
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September 26, 2024
OPINION 24-0107

Mr. Christopher J. Huddleston
710 Church Street, Ste. C
Lockport, LA 70374

78 Dual Officeholding

La. R.S. 42:61, *et seq.*

La. R.S. 33:321, *et seq.*

The provisions of the Dual Officeholding and Dual Employment Law do not prohibit a contract employee of the Town of Lockport from serving as a part-time Assistant District Attorney for the 17th Judicial District.

Dear Mr. Huddleston:

Our office received your request for an opinion regarding whether a contract attorney of the Town of Lockport may serve as a part time Assistant District Attorney for the 17th Judicial District.

QUESTION: Whether a contract attorney of the Town of Lockport may serve as a part-time Assistant District Attorney for the 17th Judicial District.

CONCLUSION: The provisions of the Dual Officeholding and Dual Employment Law do not prohibit a contract attorney of the Town of Lockport from serving as a part-time Assistant District Attorney for the 17th Judicial District.

The provisions of the Dual Officeholding and Dual Employment Law, found at La. R.S. 42:61, *et seq.*, govern questions concerning the ability to hold two or more public offices and/or positions simultaneously. Classifying the correct nature of the positions held is essential for the purposes of applying the Dual Officeholding and Dual Employment Law.

The Town of Lockport operates under, and is governed by, the provisions of the Lawrason Act.¹ According to the additional information provided to this office by Ms. Mandy Himel, Town Clerk, and confirmed by you, you serve as the Town Attorney and prosecutor in the Mayor's Court through an employment contract.

Our office has consistently opined that the provisions of the Dual Officeholding and Dual Employment Law are not applicable where an individual enters into an employment contract, because a contract is not considered a job compensated on a salary or per diem basis and does not constitute "employment" as defined by La. R.S. 42:62(3).² The

¹ La. R.S. 33:321, *et seq.*

² La. Atty. Gen. Op. Nos. 22-0007, 20-0040, 19-0021, 18-0177, 18-0076, 18-0032 17-0111, 17-0046, 17-0002, 16-0190, 16-0189, 13-0028, 12-0241, 08-0296, 07-0218, 06-0213, 02-0342, 96-359, 95-391, 92-43, 90-578 and 80-413.

provisions of the Dual Officeholding and Dual Employment Law do not apply to you as a contract employee of the Town of Lockport.

Based on the applicable provisions of law, our prior opinions, and the information you have provided, it is the opinion of this office that the provisions of the Dual Officeholding and Dual Employment Law do not prohibit a contract employee of the Town of Lockport from serving as a part-time Assistant District Attorney for the 17th Judicial District.

Please note that our expressed opinion relative to state law is limited to an examination of the Dual Officeholding and Dual Employment provisions. It does not address the potential applicability of the State of Louisiana civil service laws, rules and regulations. Further, it does not address the potential applicability of the provisions of the Louisiana Code of Governmental Ethics, La. R.S. 42:1111, *et seq.* Advisory rulings addressing questions under the Ethics Code are within the jurisdiction of the Louisiana State Board of Ethics. The Board may be contacted at the following address: P.O. Box 4368, Baton Rouge, LA 70821, phone: 225-219-5600.

We hope that this opinion adequately addresses the legal issues you have raised. If our office can be of any further assistance, please do not hesitate to contact us.

With best regards,

LIZ MURRILL
ATTORNEY GENERAL

BY: Madeline S. Carbonette
Madeline S. Carbonette
Assistant Attorney General

LM: MSC