



JOHN C. DANFORTH
ATTORNEY GENERAL

OFFICES OF THE
ATTORNEY GENERAL OF MISSOURI
JEFFERSON CITY

March 27, 1974

OPINION LETTER NO. 67

Honorable Robert Fowler
State Representative, District 69
c/o House Post Office
State Capitol Building
Jefferson City, Missouri 65101

Dear Representative Fowler:

This opinion letter is in response to your request for a ruling on the "legality of a co-operative parking agreement between a government agency or Junior College District and a private facility."

Your request was prompted by the agreement between the Junior College District of St. Louis and St. Louis County (hereafter the District) and the St. Louis Arena (hereafter the Arena). We have been furnished copies of the agreement by counsel for the two bodies.

The agreement was originally drafted in 1964 and it has since been amended several times. Currently, the agreement provides that during the day and on most week nights, persons attending classes or other events at Forest Park Community College (hereafter the College) may park in certain designated areas owned by the Arena; during weekend hours and on some week nights, Arena patrons may park in some of the College lots. The Arena must notify the College before using the College lots, and the College has the right to refuse to permit such a use if the College needs the spaces during the period requested. In addition to sharing in this reciprocal use of parking facilities, the District receives sixty cents for each car parked in College lots pursuant to this agreement. This agreement, according to counsel for the District, "was an integral part of the transaction (in which the District

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acquired the land on which the College is now located) and we could not have purchased the property except through condemnation without such an Agreement."

A school district, including a junior college district, has the authority to contract with a private body for the operation of a common service, provided that the subject of the contract is within the scope of the powers of the school district. Section 70.220, RSMo 1969. The operation of a parking lot or garage may today be considered to be a necessary part of any higher education facility. State ex rel. Curators of the University of Missouri v. Neill, 397 S.W.2d 666 (Mo. Banc 1966). Therefore, the subject matter of this contract is authorized by statute, and we conclude that the District may enter into a reciprocal parking agreement with the Arena. It should be noted that we have not examined the contract beyond the question asked, and this opinion should not be construed as dealing with the propriety of any other features of this contract.

Very truly yours,

A handwritten signature in cursive script, appearing to read "John C. Danforth".

JOHN C. DANFORTH
Attorney General