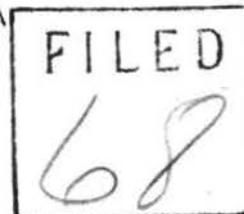


CONTRACTS: Manner of signing Cooperative Agreements with federal government by Missouri State School for the Deaf.

December 28, 1938

12-29



Mr. Frank C. Oldham, Chief Clerk  
U. S. Department of Agriculture  
Soil Conservation Service  
Fulton, Missouri

Dear Sir:

We wish to acknowledge your request for an opinion under date of December 17, 1938 as follows:

"The United States Government, U. S. Department of Agriculture, Soil Conservation Service, in cooperation with landowners in Callaway County, through this project office, has occasion at times to enter into a Cooperative Agreement to the mutual advantage of the State of Missouri and the United States Government. In fact we did enter into a Cooperation Agreement on November 9, 1936 with the Missouri School for the Deaf; legal description of said property being Section 2, Township 47N, Range 9W, Callaway County, Missouri; comprising an acreage of two hundred fifty-four (254) acres in said location.

"At that time this program was more or less new and Cooperative Agreements were being signed without any careful checking of ownership or authenticity of signing party. The particular Agreement mentioned was signed: "Missouri School for Deaf, by E. L. Dunlop, Steward." It now becomes necessary that an amendment be written, by mutual

consent, to this original Agreement. I, therefore, desire an opinion from you covering the following points:

1. In whom is power vested to sign Cooperative Agreements of a contractual nature on land owned by the State of Missouri, and/or in the name of the Missouri School for Deaf, being operated by them for state purposes?

2. Just how should such Agreements be signed and by whom, acting under proper authority?

3. Should such Agreements be signed and sealed with the State of Missouri seal? If so, through what office or department should they be routed for inspection, approval, and signature?

"It is presumed that the School for the Deaf acts under a Board of Trustees and that possibly they are empowered to sign contractual obligations such as the Agreements in question; and that possibly their power may be delegated to the Steward. If this is the case we should have a copy of such authority, properly signed by someone acting for the state.

"For further clarification on these points, a sample copy of the Cooperative Agreement form, and the Amendment form as used at the present time by the Soil Conservation Service, is attached.

"Your prompt opinion and reply will be appreciated.

I.

We have examined the Agreement attached to your letter

and note that it is cooperative in spirit. The United States of America, through the Soil Conservation Service of the Department of Agriculture agrees to make essential surveys for developing a suitable plan of Soil and Water Conservation and to formulate plans for such operation. The Board of Managers for the School of the Deaf agrees to cooperate by following the plan. It is self-evident that the Board, by such an arrangement, is not conveying or leasing land, but is entering into an arrangement whereby the land will be materially benefited.

Section 9705, R. S. Mo. 1929, places the care and control of the land owned by the School on the Board of Managers:

"The board of managers of each school shall have the care and control of all the property, real and personal, owned by such school, and the title to all real estate or personal property now owned by such school, or by the state for its use, or that may hereafter be purchased by or donated to such school shall be vested in such board of managers of the respective schools, for the use and benefit of the said school. The board of managers of either school shall not sell or in any manner dispose of any real estate belonging to the school without an act of the general assembly authorizing such sale or disposal of such real estate. The boards of managers shall provide their respective schools with an official seal. (Laws 1921, p. 645, Sec. 18)"

The property sought to be incorporated in the Agreement, being under the care and control of the Board of Managers of the School of the Deaf, we are of the opinion that they are empowered to sign the attached Cooperative Agreement in the name of the Board of Managers of the School of the Deaf.

II.

The Board of Managers consists of five members appointed by the Governor with the advice and consent of the Senate (Section 9689, R. S. Mo. 1929).

Section 9707, R. S. Mo. 1929, sets out the duties of the President of the Board:

"The president of each board of managers shall preside over meetings, and shall see that all matters of business pertaining to the school are faithfully and accurately recorded by the secretary. He shall sign all requisitions on the state auditor or other officer for the payment of money to said school, and all warrants or orders on the treasurer of the school for the payment of any money belonging or appropriated to such school: Provided, that he shall sign no requisition on the state, and no warrant or order for the payment of money for the use of the school, until such requisition shall have been ordered by the board, or the account for which such warrant or order is given shall have been allowed by the board. Three members shall constitute a quorum for the transaction of business of the board. (Laws 1921, p. 645, Sec. 20)"

Inasmuch as the President of the Board of Managers presides over the meetings of the Board, we are of the opinion that upon approval of the Cooperative Agreement by the Board, the President of said Board of Managers of the Missouri School for the Deaf, may sign such Agreement in the name of the Board.

III.

We are of the opinion that such Agreement need not be signed and sealed with the seal of the State of Missouri.

Mr. Frank C. Oldham

-5-

December 28, 1938

Respectfully submitted,

MAX WASSERMAN  
Assistant Attorney General

APPROVED:

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J. E. TAYLOR  
(Acting) Attorney General

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