



OFFICES OF THE

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March 1, 1977

OPINION LETTER NO. 72

Mr. Theodore L. Johnson, III  
Greene County Counselor  
P. O. Box 4302 G.S.  
Springfield, Missouri 65804

Dear Mr. Johnson:

This letter is in response to your question asking:

"Can the Greene County Board of Equalization enter into contractual agreements with the City of Springfield, Missouri, and the R-XII School District of Springfield, Missouri, whereby the Board of Equalization would undertake its statutory duty to equalize assessment in Greene County, Missouri? To this extent the Board of Equalization has no financial ability to provide staff necessary to carry on such affirmative duty under the statutes to equalize assessment. To this extent can Greene County, Missouri, the City of Springfield, and the R-XII School District enter into an agreement to share expenses for the Board of Equalization in carrying out its statutory mandate?"

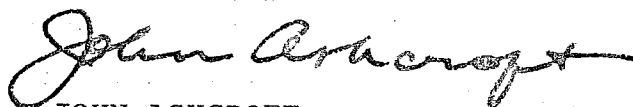
We believe that our Opinion No. 114, 1969, which is enclosed and is self-explanatory, answers your question. You have indicated that you were of the view that such opinion is distinguishable. It is our view, however, that it is clearly indicated on page 2 of that opinion that, ". . . the St. Joseph School District does not have the authority to enter into a cooperative agreement with the City of St. Joseph and the County of Buchanan in undertaking the reevaluation of real property because it is not 'within the scope of the powers of such municipality and political subdivision,' as required by Section 70.220, RSMo . . ." Therefore, we

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expressed our view that the school district could not enter into such contract because it lacked the authority to enter into such a contract.

We conclude that the school district does not have the authority to enter into such a cooperative agreement with Greene County and the City of Springfield, Missouri. Having reached this conclusion, we are of the view that it is unnecessary to determine whether or not Greene County or the City of Springfield has authority to enter into such cooperative agreements.

Very truly yours,



JOHN ASHCROFT  
Attorney General

Enclosure: Op. No. 114  
9/23/69, Reed