

1975 WL 29802 (S.C.A.G.)

Office of the Attorney General

State of South Carolina

May 13, 1975

***1 Re: Loan Agreement between United States of America and State Board for Technical and Comprehensive Education (No. S-224)**

Mr. Enoch Smith, Jr.
Industrial Division
State Advisory Committee for Technical Education
1429 Senate Street
Columbia, South Carolina 29201

Dear Mr. Smith:

This is to certify that in connection with the execution of the above Loan Agreement between the United States of America and the State Board for Technical and Comprehensive Education of this State, our opinion is to the effect that:

1. The Agreement, when executed by the proper officers of the State Board for Technical and Comprehensive Education, will constitute a valid and binding obligation and commitment upon the Committee in accordance with its terms and that all requirements deemed desirable and necessary to protect the interests of the United States have been complied with by the borrower, except that the Borrower cannot hold harmless the Lendor pursuant to Article VIII of Agreement in that the Borrower cannot waive sovereign immunity without specific statutory authorization.
2. The vocational industrial education and training program referred to in the Agreement is duly authorized by state and local laws, rules, orders, regulations and directives, namely 1969 Act No. 58, Acts and Joint Resolutions of South Carolina.
3. That the State Board for Technical and Comprehensive Education is authorized under such laws to operate the vocational industrial education and training program, to enter into the Agreement and to undertake to perform, and perform all obligations, agreements and acts required under and in connection with the Agreement.
4. That the State Board for Technical and Comprehensive Education is authorized to expend the funds necessary to carry out its obligations under the Agreement, notwithstanding the fact that the facilities are owned by the United States Government, and notwithstanding the fact that borrower has a contingent obligation to return the facilities to the United States Government and to pay the costs of repair and replacement of the facilities when required under the terms of the Agreement.
5. That said funds are not subject to attachment or levy for the payment of workmen's compensation claims, mechanics' liens, states or local fees, municipal claims or tax liens, or judgments against the State of South Carolina or any political subdivision thereof, including the counties of Chesterfield or Marlboro and the Chesterfield-Marlboro Technical Education Commission.

This is to further certify that the borrower, which is officially named the State Board for Technical and Comprehensive Education is not a municipal body corporate and was organized and is operating under Section 21-708.21, et seq. of the 1962 Code of Laws of South Carolina, as amended; further that the State Board for Technical and Comprehensive Education of the State of South Carolina is the governing body for said governmental unit.

*2 The borrower has fee simple title to the real estate and buildings in which the facilities will be installed.
Sincerely,

Hardwick Stuart, Jr.
Assistant Attorney General

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