

From: William Clague <[william.clague@mymanatee.org](mailto:william.clague@mymanatee.org)>

Date: May 31, 2017 at 9:50:25 AM EDT

To: Marcus Francis <[marcus.francis@mymanatee.org](mailto:marcus.francis@mymanatee.org)>

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Subject: Suncoast Campaign for Grade-Level Reading; RLS-2017-0284

Marcus:

Pursuant to the above Request for Legal Services, you have asked this office to review a memorandum of understanding ("MOU") between the County and The Patterson Foundation ("TPF") to facilitate the operation of the above program at certain County parks. I provide the following advice in response:

1. This office generally advises against the use of MOUs because they can give rise to legal questions as to their enforceability. We have made rare exceptions when warranted by unique factual situations. In this case, we advise that an MOU is not appropriate because the arrangement appears to require legally enforceable commitments of the parties. Accordingly, attached is a draft agreement prepared by this office, that can be utilized for the same purpose as the MOU.
2. By and large the agreement follows the MOU as far as the operation of the program and exchange of funds. Many of the business terms set forth in the body of the MOU are located in the various attachments to the agreement, consistently with the County's practices.
3. We have modelled the agreement off of an existing form used by the Neighborhood Services Department for analogous programs (summer camps, day cares, etc.). We did our best to retain those terms that appeared appropriate and exclude those that do not apply. Please be aware, however, that we have limited information regarding the program and its proposed operation at County parks. We ask that staff review the agreement and let us know if any of the business terms should be modified to better suit the proposed transaction. Please also consult with TPF as necessary.

Subject to the resolution of the issues described above, I have no objection from a legal standpoint to the agreement being scheduled for consideration and approval by the Board.

This concludes my responses to the RLSs.

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